Wake Forest Board of Commissioners
Meeting Agenda
May 21, 2024 at 6:00 PM
All items listed are for discussion and possible action.

Notice

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

Cable & Online Broadcast of Board of Commissioners Meetings

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

Meeting Agendas

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

Public Hearings

When an agenda item is denoted as a Public Hearing, persons attending shall be permitted to address the BOC regarding the item under consideration.Anyone wishing to address the BOC concerning a public hearing item should complete and submit the BOC Public Comment Form on the Town website. Proponents and opponents shall each be given three minutes of time to speak and may choose to allow one speaker to utilize the time. In the event either proponent(s) or opponent(s) have not designated a speaker to represent the view, each speaker will be allowed three minutes each to express his/her comments, ideas, concerns, expressions, and desires. A designated speaker for a group will be allowed 10 minutes to speak. Only comments on a Public Hearing will be allowed during this time.

Public Comment

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

Call to Order

Pledge of Allegiance

1.Approval of Agenda

2.Approval of Minutes

2.A. April 2, 2024 Work Session
April 16, 2024 Regular Meeting
DraftBOCWSMinutesApr202402.pdf
DraftBOCMinutesApr202416.pdf

3.Presentations

3.A. Recognizing Rachel Gadd for earning an Honorable Mention citation in the annual C-SPAN StudentCam competition

3.B. Proclamation Recognizing June 2, 2024, as National Cancer Survivors Day in the Town of Wake Forest, North Carolina
ProclamationNationalCancerSurvivorsDay_May202421.pdf

3.C. Proclamation Recognizing National Skilled Nursing Care Week from May 12 - 18, 2024

ProclamationRecognizingNationalSkilledNursingWeekMay202421.pdf

3.D. Proclamation Recognizing June 12, 2024 as "Women's Veterans Day"
ProclamationForWomenVeteransDayMay202421.pdf

3.E. Presentation on the 2035 Wake Transit Plan Update and Engagement.
052124 BOC Agenda Summary.pdf
Attachment A 2035 WTPU Phase 1 Public Presentation.pdf

4.Public hearings / Public Comment

4.A. Public Hearing to receive public comment on the proposed FY 2024-2025 Budget
2024-2025 Budget Public Hearing_summary.pdf

4.B. Continuation of Public Hearing of LEGISLATIVE CASE RZ-23-06, Star Road Tech Center, a rezoning filed by St. John Properties to rezone 30.35 acres located at 0 Star

Road, being Wake County Tax PINs 1739-65-3709, 1739-55-8441, and 1739-65-4232 from Highway Business (HB) and Special Highway Overlay (SH1-O) to Highway Business Conditional District (HB-CD) and Special Highway Overlay (SH1-O).
BOC Agenda Summary RZ-23-06.pdf
RZ-23-06 Staff Report.pdf
Attachment A - Neighborhood Meeting Information.pdf
Attachment B - Application.pdf
Attachment C - Maps.pdf
Attachment D - Planning Board Recommendation and Plan Consistency Analysis.pdf
Attachment E - TIA Executive Summary and NCDOT Review Report and U-5307 email.pdf
Attachment F - RZ-21-09 Ordinance and Staff Report.pdf
Exhibit 1 - Legal Description.pdf
Exhibit 2 - Inconsistency Statement RZ-23-06.pdf
Exhibit 3 - Proposed Conditional District Plan.pdf

4.C. Public Hearing on a contiguous annexation submitted by property owners Eunice M Rogers Heirs for property associated with the rezoning request RZ-22-09, located at 3133 Burlington Mills Road and 8993 Ligon Mill Road being Wake County PINs 1749-00-7207 and 1749-00-6732 being approximately 9.55 acres.
052124 BOC Agenda Summary AN-24-01.pdf
Attachment A Legal Descriptions.pdf
Attachment B Annexation Exhibit.pdf
Attachment C Contiguous Annexation Petitions.pdf
DRAFT ORDINANCE AN-24-01.docx

4.D. Public Hearing on LEGISLATIVE CASE RZ-23-03, White Street Mixed Use, a conditional district rezoning filed by Chase Massey on behalf of Thales Academy, Inc., to rezone 3.93 acres located at 0 North White Street, being Wake County Tax PIN 1841966020, from Neighborhood Business (NB) to Neighborhood Mixed-Use Conditional District (NMX-CD).
BOC Agenda Summary RZ-23-03.pdf
RZ-23-03 Staff Report.pdf
Attachment A - Neighborhood Meeting.pdf
Attachment B - Application.pdf
Attachment C - Maps.pdf
Attachment D - Planning Board Recommendation and Plan Consistency Analysis.pdf
Attachment E - TIA Executive Summary.pdf
Exhibit 1 - Legal Description.pdf
Exhibit 2 - Consistency Statement.pdf
Exhibit 3 - Proposed White Street Mixed Use Master Plan.pdf
Ordinance RZ-23-03.docx

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

5.Consent Agenda

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

5.A. Approval of Budget Ordinance Amendment # 4 for FY 2023-2024
Budget Ordinance Amendment_summary.pdf
Budget Ordinance Amendment # 4 FY 2023-2024.pdf

5.B. Approval of updated Purchasing Policy
Purchasing Policy Update _summary.pdf
Resolution 2024 - Purchasing Policy update.docx
Purchasing Policy Updated May 2024.pdf

5.C. Approval of Developer Agreement for an upgrade to a greenway bridge in Rosedale Phase 4/5.
TOWN OF WF Reimbursement Agreement 3847401.pdf
Rosedale Phases 4&5 Greenway-Permatak BM with Approaches 2-26-24.pdf

5.D. Approval of TOWF & CAH Holdings, LLC Encroachment Agreement
New Exhibit 1.pdf
Exhibit 2.pdf
GATEWAY COMMONS 939 v1 1-31-24 signed.pdf
Proposed Encroachment Agreement 4.17.24 .pdf

5.E. Approval of the Contract for the Wake Forest Pavement Evaluation and Technical Support 2025 Street Resurfacing Project
Summary.docx.docx
Attachment A 2024-xx Resolution.docx
Attachment B scope of work.pdf

Attachment C mott mac contract.pdf

5.F. Approval of Resolution authorizing the Town Manager to execute, on behalf of the Town of Wake Forest, the service contract for on-demand transit services provided by River North LLC (Via Transportation, Inc).
052124 BOC Agenda Summary.pdf
Attachment A Redacted The Town of Wake Forest TaaS Service Order and MSA.pdf
Attachment B Request for Proposal #2023-0011
052124 Resolution.docx

5.G. Approval of the updated Capital Area Metropolitan Planning Organization (CAMPO) Memorandum of Understanding.
052124 BOC Agenda Summary.pdf
Approved MOU
052124 CAMPO MOU Resolution.docx

5.H. Approval of a Resolution authorizing the Town Manager to execute, on behalf of the Town of Wake Forest, a Membership Application to join the AARP Network of Age-Friendly States and Communities.
RESOLUTION_2024_AARP_Application_for_Age_Friendly_States_and_Communities.docx
Summary_Resolution AARP Application for Age Friendly States and Communities.docx

5.I. Resolution Supporting NCDOTs Acceptance of Rogers Branch Road
Summary_Rogers_Branch_Alignment.pdf
Attachment_A_Resolution_Support_NCDOT_Rogers_Branch.docx

5.J. Resolution authorizing the Town of Wake Forest to concur with NCDOT Municipal Concurrence Package for Ligon Mill Speed Limits.
Ligon Mill Speed Limit Change Summary.pdf
Attachment_A_Resolution to Support NCDOT.docx
Attachment_B_Ordinance 1084393 - Municipal Concurrence Package.pdf
Attachment_C_Summary Exhibit 1.pdf

5.K. Approval of a Resolution to Authorize the Town Manager to Enter into a Professional Design and Engineering Services Contract for Smith Creek Greenway Phases 2 and 3
Agenda Summary
Contract Scope and Fee
Smith Creek Greenway Phases 2 and 3 Request for Proposals
Resolution.docx

5.L. Approval of Acceptance of Grant - North Carolina Department of Environmental Quality 2024 Community Waste Reduction and Recycling Grant
SUMMARY_NDCEQ_CWRAR_Grant_5.9.2024.docx
Johnson_Jeanette_2024 CWRAR Grant_Adjusted_Delaney King

NCDEQ_Approval.docx
2024 CWRAR RFP.pdf
CWRAR Final Report Guidelines.pdf
Resolution_Approval_of_Acceptance_2024_NCDEQ_CWRAR_Grant_Award.docx

6.Legislative Items

6.A. Ordinance Amending Chapter 10, Article V, Section 20-131 - Curfew, of the Code of Ordinances for the Town of Wake Forest, NC
Item Summary 2024 Ordinance Amendment to Consider Curfew for Friday Night on White.docx
Attachment A Current Curfew Ordinance – Chapter 10, Article V, Section 20-131.docx
Attachment B Proposed Ordinance Amendment to add Friday Night on White Curfew .docx
Attachment C Friday Night on White Venue Map.pdf
Attachment D Proposed Boundaries for Friday Night on White Curfew.pdf

7.Planning Items

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

7.B. Consideration of a contiguous annexation submitted by property owners Eunice M Rogers Heirs for property associated with the rezoning request RZ-22-09, located at 3133 Burlington Mills Road and 8993 Ligon Mill Road being Wake County PINs 1749-00-7207 and 1749-00-6732 being approximately 9.55 acres.

7.C. Consideration of a request from WK Dickson to waive the application review fees for the Raleigh and Wake Forest water line and stormwater repair project associated with ARPA.
CORPUD_FeeWaiver_Summary.pdf
Resolution2024-29_CORPUD_WaterMain_May202421.docx

7.D. Consideration of LEGISLATIVE CASE RZ-23-03, White Street Mixed Use, a conditional district rezoning filed by Chase Massey on behalf of Thales Academy, Inc., to rezone 3.93 acres located at 0 North White Street, being Wake County Tax PIN 1841966020, from Neighborhood Business (NB) to Neighborhood Mixed-Use Conditional District (NMX-CD).

8.Administration and Financial Items

8.A. Town of Wake Forest's Title VI Program Plan Update

Title V Program Plan_rev. 2024.pdf
Item Summary_Title VI Program Plan Update.docx

9.Public Services Items

10.Parks and Recreation Items

10.A. Consideration to Authorize Ten-Year Lease Agreement with NCABC, Inc (DBA FUNGO) Baseball for the use of Flaherty Park Field #2
Summary Sheet - Consideration of Ten-Year Lease Agreement with FUNGO for Flaherty Park Field #2.pdf
Resolution - Ten-Year Lease Agreement - NCABC Inc (DBA FUNGO) Baseball League.pdf
Flaherty Park Field #2 Lease Agreement.pdf

11.Public Safety Items

11.A. Consideration of a Resolution to Enter into a Contract with Fire Connections (E-One) for the Purchase of Three (3) Firetrucks.
Resolution approving purchase of Fire Engines[15].docx

12.Other Business

12.A. Wake County Tax Release
WF-TXREP-MAY-2024-BOC-MTG.pdf

12.B. Department Monthly Report
April 2024 Monthly Report.pdf

12.C. Commissioner Reports

13.Adjournment

Board of Commissioners Agenda Item Report

Agenda Item No.: 2024-159-
Submitted by: Terry Savary
Submitting Department: Administration
Meeting Date: May 21, 2024

SUBJECT
April 2, 2024 Work Session
April 16, 2024 Regular Meeting

Recommendation:

Item Summary:

ATTACHMENTS
- DraftBOCWSMinutesApr202402.pdf
- DraftBOCMinutesApr202416.pdf

Wake Forest Board of Commissioners
Work Session Meeting Minutes

The Wake Forest Board of Commissioners met on **Tuesday, April 2, 2024,** at **6:00 p.m.** in the Board Room at Wake Forest Town Hall, 301 S Brooks Street.

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

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

Commissioners Absent: None.

Staff Members Present:
Town Manager Kip Padgett
Assistant Town Manager Candace Davis
Assistant Town Manager Allison Snyder
Town Attorney Hassan Kingsberry
Town Clerk Theresa Savary
Planning Director Courtney Tanner
Assistant Planning Director Jennifer Currin
Senior Planner Kari Grace
Finance Director Samantha Sanchez
CIP Manager Steve Meyers
Assistant Stormwater Engineer Nick Nolte
Police Chief Jeff Leonard
Captain Brandon High
Captain Julius Jefferson

Mayor Jones asked for a motion to remove the following item from the April 2, 2024, Work Session agenda:

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

ACTION:
Motion: Commissioner Wright moved to remove the closed session Item from the April 2, 2024 agenda.
Seconder: Commissioner Sliwinski.
Vote: Motion carried 5-0.

1. Presentations

1.1. Presentation of the Horse Creek Watershed Study

CIP Manager, Steve Meyer, stated that the Horse Creek Watershed Study project was funded by the American Rescue Plan Act (ARPA). He then introduced Jason Doll from KCI Technologies to present an overview of the study. The presentation covered various aspects of the study, including:

- Background on Falls Lake UNBRA
- Horse Creek Watershed
- Watershed Plan Goads
- Watershed Modeling
- Current and Future Loading
- Management Opportunities
- Example Projects
- Public Meeting

Mr. Doll provided the following next steps and recommendations:

- Provide Data Bibliography & Models
- Train Staff on WTM Models
- Observe a Cycle of Adaptive Management
- Embrace Challenges of BMP Retrofitting – Private Land Ownership
- Continue the Search for Opportunities
- Pursue Grant Funding

Mayor Jones asked whether redoing the Best Management Practices (BMPs) meant that they would own it and would have to maintain it. Mr. Doll replied that it was a set of legal decisions.

Commissioner Cross noted that according to one of the tables, there was no significant change in nutrient loads after the BMPs. Mr. Doll explained that although each BMP implemented would result in tangible reductions, collectively, the twenty-one BMPs

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implemented annually would only result in a few hundred pounds of reduction. However, he said that one can make progress with a few hundred pounds here and there.

Commissioner Cross inquired if the Fairlake Dam and the Lewis Dam were the same. Mr. Doll said he had heard it referred to as the Fairlake Dam. However, he explained that the situation is complex as the dam is on private land and they have a covenant that the developer put in place with the subdivision next door that prohibits them from doing away with the lake. Mr. Doll suggested that the easiest solution would be to remove the dam and carry out a stream restoration project on the old lake. He explained that this would be the most cost-effective and environmentally friendly option. However, they cannot pursue this solution as the other neighborhood has no financial investment, and the Fairlake residents own the dam, but the other people won't allow them to remove it. Commissioner Cross read through the comments and noted that it seemed like the HOA was not willing to repair the dam. Mr. Doll stated that they were unable to find the money necessary for repairs and that repairing dams was an expensive undertaking. Commissioner Cross then asked if they could apply for a grant to cover the costs. Mr. Doll replied that it was a possibility, but the catch was that grant programs like FEMA grants, which could cover the costs, were not available to private entities. Therefore, they would need to partner with a public or non-profit organization to receive and manage the grant. He concluded by saying that it was a challenging problem.

Commissioner Cross asked about the Clarion Hotel and Mr. Doll confirmed that the hotel was required to build a BMP as part of the approval process. Commissioner Cross inquired whether the town had any requirements and if they could enforce the hotel to maintain their BMP. Mr. Doll said that the town did have codes to require the maintenance of BMPs, and Mayor Jones noted that inspections in that regard were not carried out regularly due to a lack of staff in the past.

Commissioner Clapsaddle had a question regarding the example shown of the Lowe's parking lot. He asked if it was a retrofit of the parking lot. Mr. Doll clarified that the parking lot was already developed, and the islands were converted into rain gardens. Mr. Doll believes there are opportunities like that in the town's watershed.

1.2. Unified Development Ordinance (UDO) Comprehensive Update - Work Session #6

Senior Planner Kari Grace introduced Jackie Berg with Houseal Lavigne Associates.

Ms. Berg presented an update on the following preliminary chapters:

- Chapter 9 – Access and Mobility
- Chapter 11 – Natural Resource Protection Standards
- Chapter 12 – Sign Standards
- Chapter 14 – Nonconformities
- Chapter 15 – Administrative Standards

Discuss:

- Whether the proposed regulations are appropriate for Wake Forest
- How the proposed regulations should be refined to better reflect the vision of the community and modern best practices

Ms. Grace explained that a trip generation letter from the applicant typically indicates whether a Traffic Impact Analysis (TIA) is required, as Mayor Jones had asked previously.

Mayor Jones asked whether a landing pad would be necessary in the absence of a transit stop. In response, Ms. Grace explained that constructing a transit stop without a landing pad could be challenging. Therefore, it would be easier to include the landing pad as part of the development on the front end instead of trying to add it on the back end later.

Commissioner Cross inquired about the locations where the landing pads would be installed. Ms. Grace explained that not all new developments would require a landing pad. Only those developments situated along major corridors with the potential need for one in the future would have them established.

Commissioner Cross inquired about the method for measuring nitrogen and phosphorus. Ms. Grace explained that the state has developed a special tool for this purpose.

Commissioner Clapsaddle inquired about the timeline for advertising and announcing public open houses to gather public feedback. Ms. Grace responded that postcards are sent to all residential and business property owners in town, with the aim of delivering them two weeks before the meeting. Additionally, staff will advertise the event online.

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

1.3 Presentation of CEI Scope for FY22 Bond Project Dunn Creek Greenway Phases 3 and 4.

Assistant Stormwater Engineer Nick Nolte introduced Caleb Lowman from Kimley-Horn and Associates, Inc. Mr. Lowman had assisted with the design plans for the two phases of the greenway and is expected to support the staff with construction administration and inspections for both phases.

Assistant Stormwater Engineer Nick Nolte provided an overview of the Construction, Engineering, and Inspection (CEI) Scope for Dunn Creek Greenway Phases 3 and 4.

Mr. Nolte stated that Dunn Creek Phase 3 spans approximately 1.81 miles of greenway. It starts near Highway 98 at the current terminus of Dunn Creek Greenway to E. Juniper Ave. and Wildflower Ridge Rd.

Mr. Nolte also mentioned that Dunn Creek Phase 4 is approximately 0.62 miles of greenway. It connects Flaherty Park to Dunn Creek Greenway sections that were constructed through private development.

The Engineering Department is requesting approval of $854,285.82 to Kimley-Horn and Associates, Inc. to provide CEI services for Phases 3 and 4 of the Dunn Creek Greenway. The proposed scope and fee provide Construction Inspection and Materials Testing, performed by Summit Design and Engineering, and project administration, performed by Kimley-Horn and Associates.

Commissioner Cross inquired about the material that will be used for the boardwalks. Mr. Lowman replied that the town has opted for a permatrak style boardwalk. This style includes more wood railings and support underneath, but the decking is made of concrete, which is known for its durability and longevity. Additionally, Mr. Nolte confirmed that the permatrak style boardwalk will be the new standard for the town going forward.

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

2. Discussion of Monthly Financial Report

2.1 Monthly Financial Report

Received.

3. Review of Draft Agenda for Upcoming Regular Meeting

3.1 Review of Draft Agenda for Upcoming Regular Meeting

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The draft agenda was reviewed.

4. Other Business

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

Item removed from the agenda.

5. Commissioner Reports

Commissioner Wright announced that the STEM Event is scheduled for Saturday, April 27th from 10 am to 2 pm at Joyner Park Community Center, Forest Fest will take place on Saturday, April 20th from 9 am to 2 pm in Downtown Wake Forest, FNOW is scheduled on Friday, April 12th from 6 pm to 9 pm.

Commissioner Shackleford had no report.

Commissioner Cross attended the Memorial Flag Raising Ceremony and the WFPD & Torchy's Tacos Special Olympics Fundraiser.

Commissioner Clapsaddle attended the Historic Marker Unveiling and the Memorial Flag Raising Ceremony. He expressed gratitude and appreciation towards the Public Works Department for their support and assistance during town events.

Commissioner Sliwinski announced that a Pickleball Tournament will take place from May 3rd to May 5th at Flaherty Park Pickleball Courts and Tennis Complex. Registration for the National Trails Day 5K is now open and can be accessed through the town's website. He also expressed his gratitude towards Michelle Michael and the Planning Staff for their hard work on the Historical Markers.

Mayor Jones was pleased with the turnout at the Historic Marker Unveiling and attended a potluck with veterans to celebrate Vietnam Veteran's Day.

Town Manager Padgett and the Assistant Town Managers have started reviewing department budget requests for the upcoming fiscal year. They will present their recommended FY2024-2025 budget to the Board on May 7th.

6. Adjournment

The Board of Commissioners adjourned the meeting at 7:40 p.m.

Duly approved in open session this 21st day of May 2024.

(ATTEST)

_____
Vivian A. Jones, Mayor

_____
Theresa Savary, Town Clerk

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Wake Forest Board of Commissioners
Meeting Minutes

The Wake Forest Board of Commissioners met on **Tuesday, April 16, 2024,** at **6:00** p.m. in the Board Room at Wake Forest Town Hall, 301 S Brooks Street.

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

Mayor Jones led everyone in the Pledge of Allegiance.

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

Commissioner Members Absent: None.

Staff Members Present:
Town Manager Kip Padgett
Assistant Town Manager Candace Davis
Assistant Town Manager Allison Snyder
Assistant Town Manager/CFO Aileen Staples
Town Attorney Hassan Kingsberry
Town Clerk Theresa Savary
Assistant Inspections Director Marvin Weathers
Assistant Stormwater Engineer Nick Nolte
Sustainability Coordinator Jeanette Johnson
Senior Planner Patrick Reidy
Planner II Emma Linn
Police Captain Julius Jefferson
Police Captain Brandon High

1. Approval of Agenda

ACTION:
Mover: Commissioner Wright moved to approve the agenda as presented.
Seconder: Commissioner Sliwinski.
Vote: Motion carried 5-0.

2. Approval of Minutes

2.A. Approval of Minutes:

- March 5, 2024 Work Session
- March 19, 2024 Regular Meeting

ACTION:
Mover: Commissioner Wright moved to approve the minutes as presented.
Seconder: Commissioner Sliwinski.
Vote: Motion carried 5-0.

3. Presentations

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

Mayor Jones read the proclamation into the record:

PROCLAMATION
BUILDING SAFETY MONTH – MAY 2024

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

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

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

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

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

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

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

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

Mayor Jones presented the proclamation to Assistant Inspections Director Marvin Weathers.

3.B. Proclamation Recognizing May 2024 as "National Bike Month"

Mayor Jones read the proclamation into the record:

PROCLAMATION
RECOGNIZING MAY AS NATIONAL BIKE MONTH

WHEREAS, *the bicycle is a viable and environmentally sound form of transportation and an excellent form of recreation; and*
WHEREAS, *bicycling is an inexpensive form of travel that can be utilized by all ages; and*
WHEREAS, *creating bicycle-friendly communities improves health, well-being, and quality of life, to boost community spirit, to improve traffic safety, and to reduce pollution and congestion; and*
WHEREAS*, the education of bicyclists and motorists as to the proper and safe operation of bicycles is important to ensure the safety and comfort of all road users; and*
WHEREAS, *bicycling activities and attractions have great potential to have a positive impact on Wake Forest's economy and tourism by making the town an attractive place for businesses and citizens who enjoy the out of doors and healthy lifestyles; and*
WHEREAS, *the Town of Wake Forest has over fourteen miles of greenway trails that span across the entire Town and provide a safe place for citizens and visitors of all ages to enjoy and explore; and*
WHEREAS, *May has been declared National Bike Month by the League of American Bicyclists since 1956; and*
WHEREAS, *Bike to Work Day is always the third Friday in May and the Annual Wake Forest Bicycle Safety Rodeo will take place at Meet in the Street this May; and*

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

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NATIONAL BIKE MONTH in the Town of Wake Forest. Mayor Jones presented the proclamation to local Vietnam Veterans.

Commissioner Wright presented the proclamation to Planner II Emma Linn.

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

Mayor Jones stated the Proclamation Recognizing May 1, 2024 as "Global Love Day" in the Town of Wake Forest would be sent to the requestor:

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

WHEREAS, *GLOBAL LOVE DAY will establish a worldwide focus towards "unconditionally loving each other as we love ourselves."*
WHEREAS, *We are One Humanity on this planet; All life is interconnected and interdependent; All share in the Universal bond of love;*
WHEREAS, *Love begins with self-acceptance and forgiveness; with respect and compassion we embrace diversity; Together we make a difference through love;*
WHEREAS, *The Love Foundation, Inc. invites mankind to declare May 1, 2024, as "GLOBAL LOVE DAY", a day of forgiveness and unconditional love. GLOBAL LOVE DAY will act as a model for all of us to follow, each and every day.*
NOW, THEREFORE, I, *Vivian A. Jones, Mayor of the Town of Wake Forest and the Board of Commissioners, hereby dedicate and proclaim May 1, 2024 as "GLOBAL LOVE DAY" in Wake Forest and invite all citizens to observe this day.*

3.D. Proclamation Commemorating the 30th Anniversary of Six Sundays in Spring

Mayor Jones read the proclamation into the record:

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

WHEREAS*, ARTS Wake Forest (AWF) has produced the concert series, "Six Sundays in Spring" annually since 1994; and*
WHEREAS*, the 30th anniversary series is scheduled to begin at E. Carroll Joyner Park in Wake Forest on April 28, 2024, at 5:00 p.m. and will continue for six Sundays through June 2, 2024; and*

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***WHEREAS**, Six Sundays in Spring concerts bring together thousands of people of all ages to enjoy a variety of live music in an outdoor setting; and*
***WHEREAS**, a partnership between ARTS Wake Forest and the Town of Wake Forest makes the series possible;*
***NOW, THEREFORE**, I, Vivian A. Jones, Mayor of Wake Forest, and the Board of Commissioners do hereby proclaim Sunday, April 28, 2024, as "Six Sundays in Spring Day" in the Town of Wake Forest, North Carolina, and call upon all citizens of Wake Forest to support the concert series.*

Mayor Jones presented the proclamation to members of the ARTS Wake Forest.

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

Commissioner Clapsaddle read the proclamation into the record:

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

***WHEREAS** in 2000, the very first ever St. Baldrick's head-shaving event took place in New York City with 17 people shaving their heads to raise funds for the most promising childhood cancer research. Since becoming an independent charity in 2005, the St. Baldrick's Foundation has granted more than $342 million to support the best research just for kids, making it the largest private funder of childhood cancer research grants worldwide; and*
***WHEREAS** in 2008, the first St. Baldrick's head-shaving event in Wake Forest was organized by community volunteers and staff at O'Dwyers Irish Pub. Participants and attendees came together in this unique fundraising event to raise funds for childhood cancer research and to give kids the healthy childhoods they deserve; and*
***WHEREAS** for the 17th consecutive year, this amazing community has continued to organize and support the St. Baldrick's Foundation – raising over $1.4 MILLION and counting for lifesaving research; and*
***WHEREAS** since 2005 the St. Baldrick's Foundation has awarded more than $15 million to North Carolina institutions including the University of North Carolina at Chapel Hill and Duke University Medical Center.*
***NOW, THEREFORE,** I, Vivian A. Jones, Mayor of Wake Forest, and the Board of Commissioners do hereby proclaim May 4, 2024 as*

"ST. BALDRICK'S DAY"

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

Commissioner Clapsaddle presented the proclamation to Beth Murray.

DRAFT

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

Commissioner Cross read the proclamation into the record:

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

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

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

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

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

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

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

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

Faith Cross presented the proclamation to Sustainability Coordinator Jeanette Johnson.

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

Commissioner Shackleford read the proclamation into the record:

PROCLAMATION
ARBOR DAY

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

DRAFT

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and
WHEREAS, Arbor Day is now observed throughout the nation and the world; and
WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife; and
WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other wood products, and
WHEREAS, trees in our Town increase property values, enhance the economic vitality of business areas, and beautify our community; and
WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal; and
WHEREAS, the Town of Wake Forest has been recognized as a Tree City USA for 46 consecutive years by the National Arbor Day Foundation and desires to continue its tree planting tradition.
NOW, THEREFORE, I, Vivian A. Jones, Mayor of the Town of Wake Forest, and the Board of Commissioners do hereby proclaim Friday, April 26, 2024 as ARBOR DAY in the Town of Wake Forest, and I urge all citizens to support efforts to protect our trees and woodlands and to support our Town's urban forestry program; and
FURTHER, I urge all citizens to plant trees to gladden the hearts and promote the well-being of present and future generations.

Commissioner Shackleford presented the proclamation to Sustainability Coordinator Jeanette Johnson.

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

Mayor Jones Recognized the Week of May 5-11, 2024 as the 55th Annual Professional Municipal Clerks Week.

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

***Whereas**, The Office of the Professional Municipal Clerk, a time honored and vital part of local government exists throughout the world, and*
***Whereas**, The Office of the Professional Municipal Clerk is the oldest among public servants, and*
***Whereas**, The Office of the Professional Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels, and **Whereas**, Professional Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all.*
***Whereas**, The Professional Municipal Clerk serves as the information center on functions of local government and community.*

***Whereas**, Professional Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Professional Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations.*
***Whereas**, It is most appropriate that we recognize the accomplishments of the Office of the Professional Municipal Clerk.*
***Now, Therefore, I**, Vivian Jones, Mayor of the Town of Wake Forest and the Board of Commissioners, do recognize the week of May 5 through May 11, 2024, as Professional Municipal Clerks Week, and further extend appreciation to our Professional Municipal Clerk, Town Clerk Theresa Savary and Deputy Town Clerk Ella Dowtin and to all Professional Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.*

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

Commissioner Sliwinski read the proclamation into the record:

PROCLAMATION
NATIONAL DAY OF PRAYER
MAY 2, 2024

***WHEREAS,** civic prayers and national days of prayer have a long and venerable history in our constitutional republic, dating back to the First Continental Congress in 1775; and*
***WHEREAS,** the Declaration of Independence, our first statement as Americans of national purpose and identity, made the Laws of Nature and Nature's God the foundation of our United States of America and asserted that people have inalienable rights that are God-given; and*
***WHEREAS,** the Supreme Court has affirmed the right of state legislatures to open their sessions with prayer and the Supreme Court and the U. S. Congress themselves begin each day with prayer; and*
***WHEREAS,** in 1988, legislation setting aside the first Thursday of May in each year as a National Day of Prayer was passed unanimously by both Houses of Congress and signed by President Ronald Reagan; and*
***WHEREAS,** the National Day of Prayer is an opportunity for Americans of all faiths to join in united prayer to acknowledge our dependence on God, to give thanks for blessings received, to request healing for wounds endured, and to ask God to guide our leaders and bring wholeness to the United States and her citizens; and*
***WHEREAS,** it is fitting and proper to give thanks to God by observing a day of prayer in the Town of Wake Forest when all may acknowledge our blessings and express gratitude for them while recognizing the need for strengthening religious and moral values in our State and nation; and*

DRAFT

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

Commissioner Sliwinski presented the proclamation to Scott Graham and Reverend Ken Steigler.

3.J. Recognizing May 2024 as "Mental Health Month"

Commissioner Sliwinski read the Mental Health Month proclamation into the record:

PROCLAMATION
RECOGNIZING MAY 2023 AS "MENTAL HEALTH MONTH"

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

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

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

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

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

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

DRAFT

4. Public hearings / Public Comment

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

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

Mayor Jones declared the public hearing closed.

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

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

5. Consent Agenda

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

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

[Filed in the Clerk's Office as Ordinance 2024-09.]

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

[Filed in the Clerk's Office as Resolution 2024-26.]

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

[Filed in the Clerk's Office as Resolution 2024-25.]

5.D. Approval of a resolution to schedule the public hearing and certify the sufficiency for a petition requesting contiguous annexation submitted by property owners Eunice M Rogers Heirs for property associated with the rezoning request RZ-22-09, located at 3133 Burlington Mills Road and 8993 Ligon

DRAFT

Mill Road being Wake County PINs 1749-00-7207 and 1749-00-6732 being approximately 9.55 acres.

[Filed in the Clerk's Office as Resolution 2024-27.]

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

[Filed in the Clerk's Office as Resolution 2024-24.]

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

[Filed in the Clerk's Office as Resolution 2024-23 .]

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

[Filed in the Clerk's Office as Resolution 2024-22.]

5.H. Approval of Appointment to Citizen Advisory Board

[Filed in the Clerk's Office as Resolution 2024-21.]

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

[Filed in the Clerk's Office as Resolution 2024-20.]

ACTION:
Mover: Commissioner Wright moved to approve the consent agenda as presented.
Seconder: Commissioner Sliwinski.
Vote: Motion carried 5-0.

6. Legislative Items

No Legislative Items presented.

7. Planning Items

7.A. Consideration of a petition requesting contiguous annexation submitted by property owners Elizabeth Hunt Holding and SW Capital LLC for property associated with the rezoning request RZ-22-07, located at 12621 and 12631

DRAFT

Capital Blvd being Wake County PINs 1831-85-3681 and 1831-85-5861 being approximately 5.54 acres.

ACTION:
Mover: Commissioner Wright moved to approve the consent agenda as presented.
Seconder: Commissioner Sliwinski.
Vote: Motion carried 5-0.

8. Administration and Financial Items

No Administration and Financial Items presented.

9. Public Services Items

No Public Service Items presented.

10. Parks and Recreation Items

No Parks and Recreation Items presented.

11. Public Safety Items

No Public Safety Items presented.

12. Other Business

12.A. Department Monthly Report

Received.

12.B. Wake County Tax Release

Received.

12.C. Commissioner Reports

Commissioner Wright attended FNOW. The STEM Event is scheduled for Saturday, April 27th at Joyner Park Community Center from 10 am to 2 pm.

Commissioner Shackleford attended the Wake Forest Downtown Associations Meeting and FNOW. He also plans to attend the Wake Forest Business & Industry Partnership Meeting.

DRAFT

Commissioner Cross shared that the Forest Fest Event is scheduled for Saturday, April 20th. She attended the one-year anniversary of the Cat Café and mentioned the active developments map on the town's website homepage.

Commissioner Clapsaddle mentioned that Building Safety Month is coming up in May. He congratulated Marvin Weathers and Tim Edwards on their recent promotions as Assistant Inspections Directors. He recognized staff in the Organizational Performance Department (Lisa Hayes, Andrew Brown, Kiel Ortiz, and Katrina Motta) for their outreach to the community. He also credited Wake Forest Pride for their work cleaning up Ailey Mae Young Park and asked that folks support the WFFD on their Fish Fry. He recognized National Public Safety Telecommunications Week, praised staff for their work on the budget process, and recognized the Town Clerk's Office for Professional Municipal Clerk's Week. He shared that the Memorial Flag Raising Ceremony will be held on Monday, May 6th at 11 am.

Commissioner Sliwinski mentioned that the 2024 Wake Forest Spring Smash Pickleball Tourney is scheduled from Friday, May 3rd to Sunday, May 5th. The Meet in the Street Event is scheduled on Saturday, May 4th, from 10 am to 4 pm in Downtown Wake Forest. He also shared that there will be a writing contest in conjunction with Juneteenth, and the submission dates are from May 6th until May 26th and is for teens aged 12 and up.

Mayor Jones attended a Zoom meeting with the Central Pines Regional Council about the AARP Age-Friendly Community Program. She met with the Wake Forest Kiwanis Club and two officers were sworn into the Police Department this week. She attended the opening day of the Dream League Baseball, had coffee with the veterans, attended a pancake breakfast at the American Legion, and also attended the Drifters Show at the Renaissance Centre, and FNOW.

Town Manager Padgett had no report.

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

ACTION:
Mover: Commissioner Wright moved to go into closed session at 6:39 p.m.
Seconder: Commissioner Sliwinski.
Vote: Motion carried 5-0.

The Board reconvened to open session at 6:56 p.m.

13. Adjournment

ACTION:
Mover: Commissioner Wright moved to adjourn at 6.56 p.m.
Seconder: Commissioner Shackleford.
Vote: Motion carried 5-0.

Duly approved in open session this 21st day of May 2024.

(ATTEST) _____ Vivian A. Jones, Mayor

_____
Theresa Savary, Town Clerk

DRAFT

Board of Commissioners Agenda Item Report

Agenda Item No.: 2024-178-
Submitted by: Terry Savary
Submitting Department: Administration
Meeting Date: May 21, 2024

SUBJECT
Recognizing Rachel Gadd for earning an Honorable Mention citation in the annual C-SPAN StudentCam competition

Recommendation:

Item Summary:

ATTACHMENTS

-

Board of Commissioners Agenda Item Report

Agenda Item No.: 2024-158-
Submitted by: Terry Savary
Submitting Department: Administration
Meeting Date: May 21, 2024

SUBJECT
Proclamation Recognizing June 2, 2024, as National Cancer Survivors Day in the Town of Wake Forest, North Carolina

Recommendation:

Item Summary:

ATTACHMENTS
- ProclamationNationalCancerSurvivorsDay_May202421.pdf

TOWN of
WAKE FOREST

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

www.wakeforestnc.gov

PROCLAMATION

RECOGNIZING JUNE 2, 2024 AS
"NATIONAL CANCER SURVIVORS DAY"

WHEREAS, a "cancer survivor" is defined as anyone living with a history of cancer – from the moment of diagnosis through the remainder of life, and there are more than 18 million cancer survivors in America; and

WHEREAS, since the number of cancer survivors is projected to increase to 22.2 million by 2030, increased access to effective cancer treatments, quality survivorship care, and necessary psychosocial resources – especially among minorities and the medically underserved – must be a top priority in our community; and

WHEREAS, the great Wake Forest, North Carolina, has a valuable, dynamic cancer survivor population; and

WHEREAS, hundreds of communities worldwide will be celebrating life on Sunday, June 2; and

WHEREAS, on behalf of the people of Wake Forest, North Carolina, I salute all cancer survivors and those who support them;

NOW, THEREFORE, I, Vivian A. Jones, Mayor of Wake Forest, and the Board of Commissioners do hereby proclaim Sunday, June 2, 2024, as "**NATIONAL CANCER SURVIVORS DAY"** in Wake Forest, North Carolina, and urge all citizens to join in this exuberant Celebration of Life.

This the 21st day of May 2024.

_____
Mayor

Attest:

_____
Town Clerk

Board of Commissioners Agenda Item Report

Agenda Item No.: 2024-179-
Submitted by: Terry Savary
Submitting Department: Administration
Meeting Date: May 21, 2024

SUBJECT
Proclamation Recognizing National Skilled Nursing Care Week from May 12 - 18, 2024

Recommendation:

Item Summary:

ATTACHMENTS
- ProclamationRecognizingNationalSkilledNursingWeekMay202421.pdf

TOWN of
WAKE FOREST

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

www.wakeforestnc.gov

PROCLAMATION
NATIONAL SKILLED NURSING CARE WEEK
MAY 12 – 18, 2024

WHEREAS, the week of May 12 to May 18, 2024, has been designated as National Skilled Nursing Care Week (NSNCW), an observance that honors the dedicated care provided in skilled nursing centers across the nation; and

WHEREAS, this year's theme, "Radiant Memories: A Tribute to the Golden Age of Radio," celebrates the rich tapestry of stories and experiences of those who reside and work within skilled nursing care centers, recalling an era cherished by many of our community's elder's; and

WHEREAS, skilled nursing care providers play a pivotal role in delivering compassionate care to America's elderly and individuals with disabilities; and

WHEREAS, NSNCW acknowledges and celebrates the invaluable contributions of skilled nursing care centers and their staff to the lives of residents and their families.

NOW, THEREFORE, I, Vivian A. Jones, Mayor of the Town of Wake Forest, North Carolina, and the Board of Commissioners, do hereby proclaim May 12 – 18, 2024, as National Skilled Nursing Care Week in Wake Forst and encourage all community members to recognize and participate in National Skilled Nursing Care Week activities and events. This week serves as a testament to the essential role that skilled nursing care plays in our communities and in the lives of many individuals and their families.

This the 21st day of May 2024.

Attest:

_____
Town Clerk

_____
Mayor

Board of Commissioners Agenda Item Report

Agenda Item No.: 2024-92-
Submitted by: Terry Savary
Submitting Department: Administration
Meeting Date: May 21, 2024

SUBJECT
Proclamation Recognizing June 12, 2024 as "Women's Veterans Day"

Recommendation:

Item Summary:

ATTACHMENTS
- ProclamationForWomenVeteransDayMay202421.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, 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, and the Board of Commissioners, do hereby proclaim June 12 as Women's Veterans Day in Wake Forest, North Carolina, 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 21st day of May 2024.

Attest:

_____
Town Clerk

_____
Mayor

Board of Commissioners Agenda Item Report

Agenda Item No.: 2024-162-
Submitted by: Emma Linn
Submitting Department: Planning
Meeting Date: May 21, 2024

SUBJECT
Presentation on the 2035 Wake Transit Plan Update and Engagement.

Recommendation:

Item Summary:

ATTACHMENTS
- 052124 BOC Agenda Summary.pdf
- Attachment A 2035 WTPU Phase 1 Public Presentation.pdf

Agenda Item: Presentation on the 2035 Wake Transit Plan Update and Engagement.

Summary: The Capital Area Metropolitan Planning Organization (CAMPO) is kicking off phase 1 of public outreach for the 2035 Wake Transit Plan update. There are five (5) planned engagement phases to support the Wake Transit Plan Update project to ensure everyone will have the opportunity for ongoing and active involvement.

Town of Wake Forest Planning staff will present on the planned engagement for phase 1 and encourage Town staff and those living and working in Wake Forest to get involved.

Attachments: Agenda Summary
Attachment A 2035 WTPU Phase 1 Public Presentation

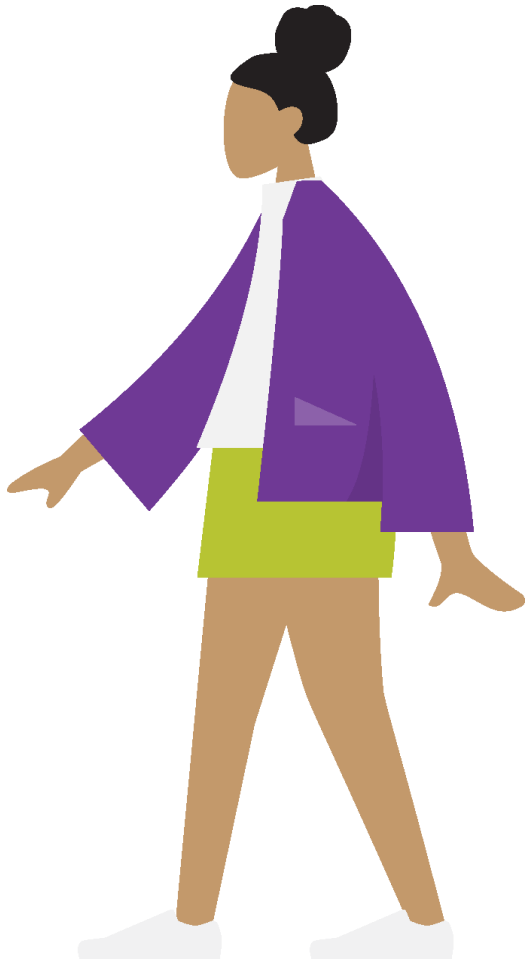
2035 Wake Transit Plan Update
Phase 1 Engagement Presentation

WAKE TRANSIT PLAN UPDATE

Wake Transit Plan

- **Wake Transit Plan is a revenue stream for public transportation investment**
  - Voters approved funding package in 2016
  - Started collecting taxes and fees in April 2017
  - Wake Transit Plan started funding new transit service in August 2017

- **Wake Transit Plan is updated every four years**
  - Community and stakeholder preferences and priorities
  - Financial and technical data about performance and outcomes



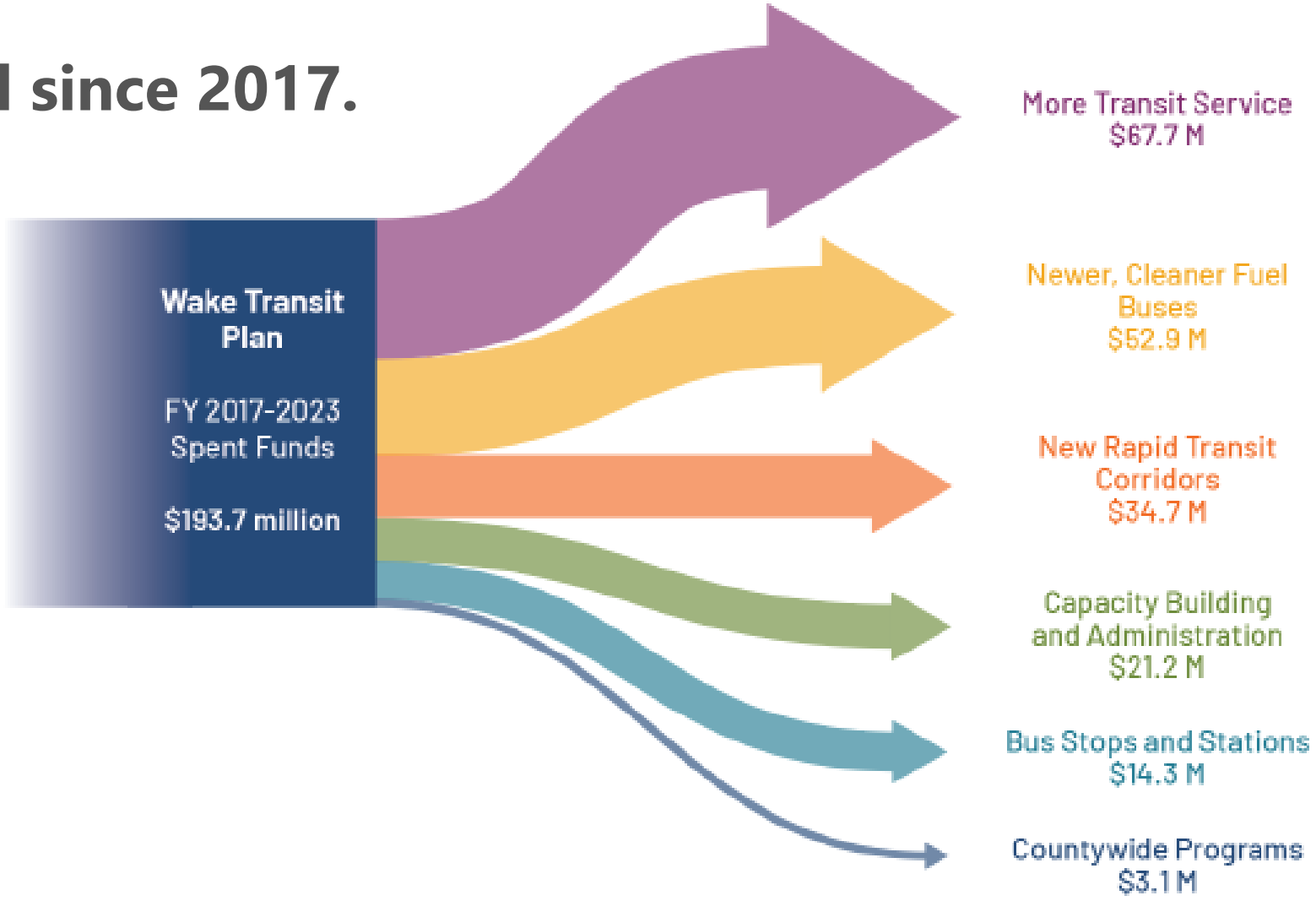
State of the Plan

- Wake Transit Plan revenues have been consistently strong
  - Raised nearly $750 million to date (2017 – 2023)
- The Wake Transit Plan is expected to raise another $700 million to $1 billion over next ten years (2024 – 2035)
- **What are your transit priorities for the next ten years?**

Wake Transit Plan

$200 million invested since 2017.

Funding for more bus service began in 2017 – with more service on weekends, in the evenings, and more frequent bus routes.

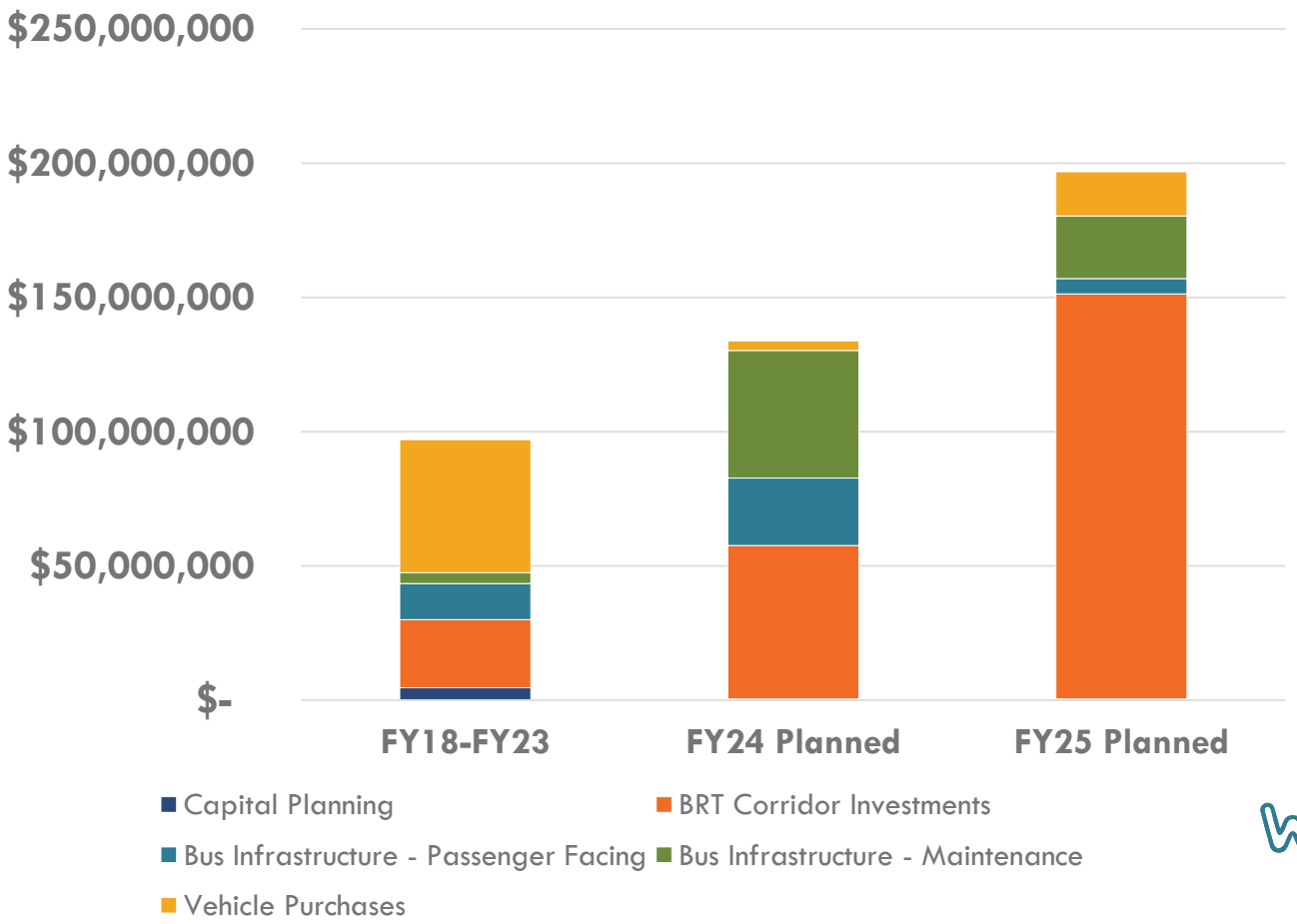


Wake Transit Plan

$350 million will be spent in next few years.

Major projects include:

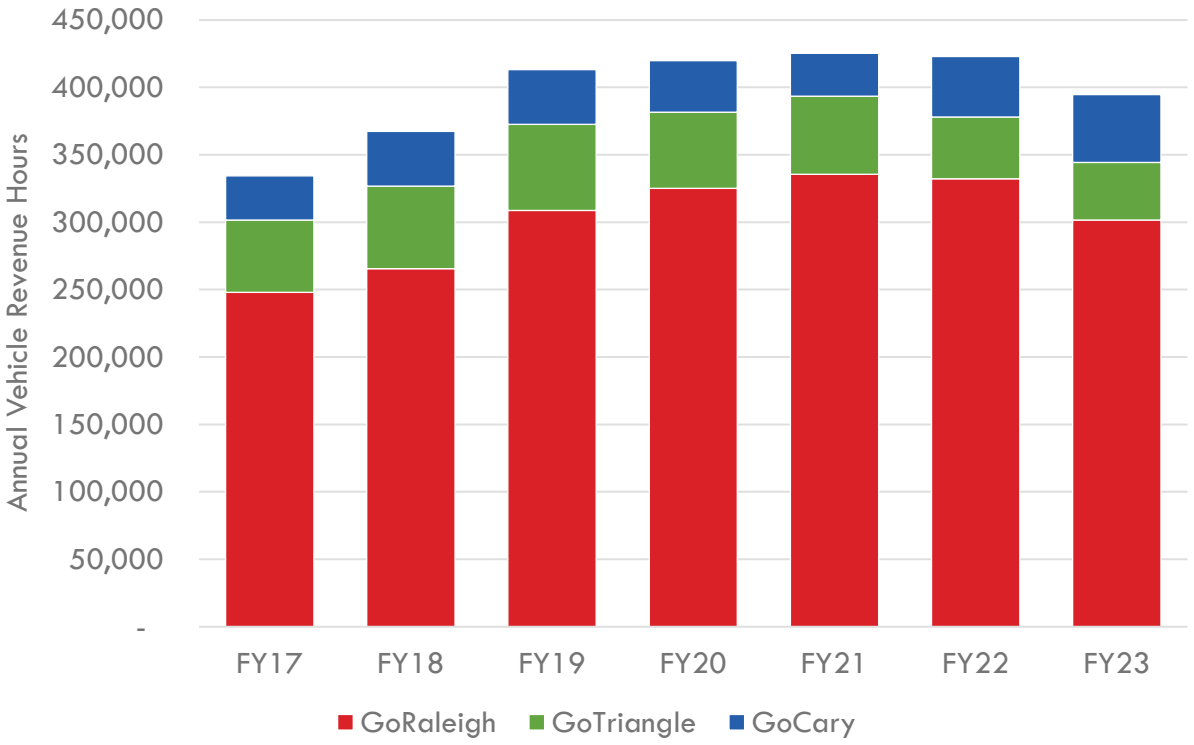
- New Bern BRT
- Design Southern BRT
- Design Western BRT
- GoRaleigh/GoWake Access ADA Maintenance Facility and Call Center
- Cary Multimodal Center
- RUS Bus



Wake Transit Plan

Strengths and Success: Bigger, more convenient bus network

- More weekend service
- More evening service
- More frequent routes
- New bus routes
- New transit service models



Wake Transit Plan

Newer, Cleaner Vehicles

- Since 2016, the Wake Transit Plan has purchased 137 vehicles
- Average transit bus in Wake County is ~6 years old
- 80% of all transit fleet vehicles are using clean fuel technology

Bigger, More Convenient Network

- Increasing access to transit for more of Wake County residents. People within ¾ mile of transit to double by 2027
- Frequent service
- Later service
- More weekend service

More Comfortable, Safer Facilities for Passengers

- New and improved bus stops
- Raleigh Union Station Bus (RUSBUS)
- GoTriangle Regional Transit center
- Cary Multimodal Center
- Park and Rides

Wake Transit Plan

Staffing, Capacity, and Financial Health

- 10% of Wake Transit funds spent to date have been spent on management of the program
- Public engagement
- Ensuring financial compliance
- Investing unspent funds wisely to earn revenue

Community Based Programs

- Funding to support local transit options in 11 Wake County Towns and RTP
- 15 grants awarded for planning assistance, capital projects, and service operations
- Funding local service in Apex, Morrisville, and Wake Forest

Bus Rapid Transit (BRT)

- Four corridors in Raleigh running north, south, east, and west
- 22 miles of BRT across Raleigh
- Dedicated stations and roadway improvements
- Frequent, fast, reliable service

Wake Transit Plan

Four Big Moves

Connect Regionally

- New Commuter Rail
- Work with Existing and Planned Train Service
- More Regional Bus Service

Connect all Wake County Communities

- More Connections to Raleigh, Cary, and RTP
- More Town to Town Bus Service
- Funding to Towns

Create Frequent, Reliable, Urban Mobility

- Bus Only Lanes
- More Night and Weekend Service
- More Frequent Bus Service

Enhance Access to Transit

- Improve Amenities at Bus Stops
- Make Sidewalks, Crosswalks, and Bike Lanes
- Expand On-Demand Transit Program

Outreach Phase I

2

Purpose

The Content

What is being shared?

- **Wake Transit Plan** progress since 2016
- Collected nearly **$750 million**
- Anticipated to generate **$700 million** to **$1 billion**
- **What improvements should we be investing in over the next 10 years?**

The Materials

How is it being shared?

- **Pop-up events and public meetings/workshops**
- **Public-facing technical presentation**
- **Social media** advertisements
- **Print materials** for email distribution

The Message

What is the ask?

- **Stakeholders** will receive information, participate in the survey, provide feedback and assist in the distribution of information and outreach materials
- **The Public** will receive information, participate in the survey, and provide feedback

Purpose and Goals

- Raise awareness of WTP
- Presentation Content
- Report Card
- Rack Cards
- Flyer
- Social Media Post
- Pop-Up Activity
- SWAG

Rack Cards

Use: Quick hand out to folks at pop-up events, directing them to the website and survey

Features:

- GoForward URL
- Survey QR Code
- English and Spanish

Flyers

Use: Provides more detailed information for specific event or engagement activity.

Flyer Types:

- Public meeting
- Online survey
- Pop-up event

Editable format available in Illustrator

Flyer Example

Social Media Posts

Use: Boost engagement for meetings, surveys, or other project related information.

Types:

- Facebook
- X or Twitter
- Instagram

Editable format available in Illustrator

Facebook Example

Pop-Up Activity

To leverage community event or high-priority locations to engage transit riders.

Materials:

- In-Person Activity Board & Dots
- Info Board
- State of the Plan
- Report Card
- Rack Cards
- SWAG

Public Meeting and Pop-Up Events

WAKE TRANSIT PLAN

AROUND THE COMMUNITY

We want to hear from you!

The Wake Transit Plan is a transit investment strategy for improving and expanding transit service across Wake County. There is an estimated $700 million available for projects over the next 10 years. Your input will help identify community needs and transit priorities. For more information and to follow the Plan Update process, visit:

https://www.GoForwardNC.org/GetInvolvedWake

RALEIGH BIKE BANAZA
Friday, May 3 | 4:00 PM - 7:00 PM

APEX PEAKFEST
Saturday, May 4 | 9:00 AM - 5:00 PM

WAKE FOREST MEET IN THE STREET
Saturday, May 4 | 10:00 AM - 4:00 PM

ZEBULON SPRING CONCERT SERIES
Friday, May 10 | 6:00 PM - 9:00 PM

WENDELL NEIGHBORHOOD CLEAN-UP
Saturday May 11 | 7:00 AM - 12:00 PM

FUQUAY-VARINA GROWER'S MARKET
Saturday, May 11 | 9:00 AM - 1:00 PM

CARY RITMO LATINO FESTIVAL
Saturday, May 11 | 12:00 PM - 6:00 PM

CHAVIS COMMUNITY CENTER PUBLIC MEETING
Thursday, May 16 | 6:00 PM - 8:00 PM

RALEIGH ASIAN AMERICAN FESTIVAL
Saturday, May 18 | 11:00 AM - 4:00 PM

MORRISVILLE SPRINGFEST
Saturday, May 18 | 2:00 PM - 6:00 PM

GARNER CAREER EXPO
Saturday, June 8 | 10:00 AM - 4:00 PM

MORRISVILLE BIKE RODEO
Saturday, June 8 | 10:00 AM - 12:00 PM

ZEBULON JUNETEENTH CONCERT
Friday, June 14 | 6:00 PM - 9:00 PM

KNIGHTDALE AFRICAN AMERICAN FESTIVAL
Saturday, June 15 | 4:00 PM - 9:00 PM

ROLESVILLE JUNETEENTH
Wednesday, June 19 | 5:00 PM - 8:00 PM

HOLLY SPRINGS COMMUNITY LIBRARY
Thursday, June 20 | 4:00 PM - 6:00 PM

WAKE TRANSIT PLAN UPDATE

- Equity analysis identified key locations for touchpoints across Wake County
  - Need diverse demographic and socioeconomic representation
- Goal to have good representation across the County
- Mix of public info sessions at community centers and sharing info at community events

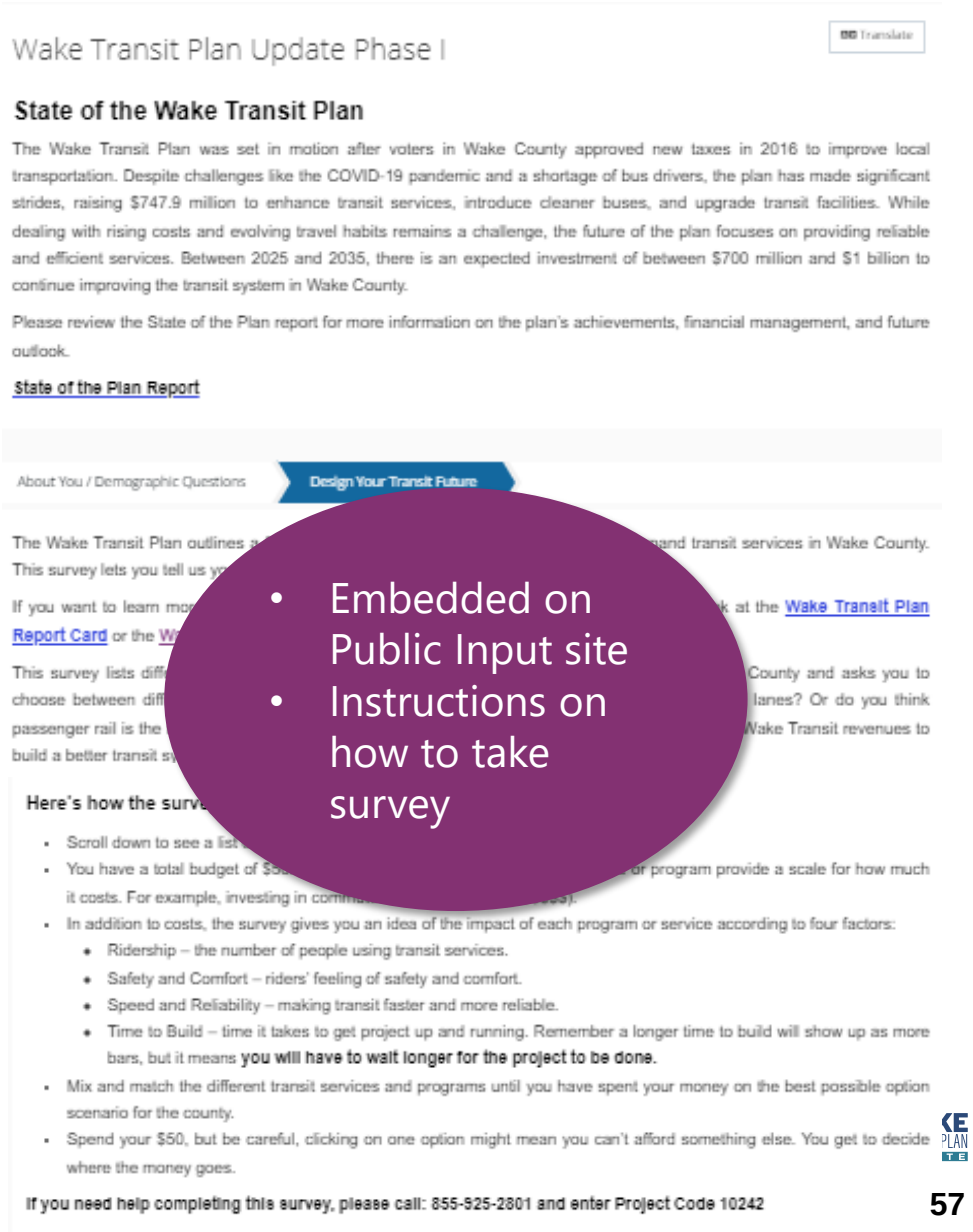
The Website & Survey

3

The Survey Background

URL: https://publicinput.com/r0270

- **$50** to spend on transit services and programs
- List of **potential transit investments** gives idea of impact to ridership, speed and reliability, passenger comfort, and time to build
- Some improvements have a **higher cost** than others
- People can **build their own menu** of preferred transit options



Wake Transit Plan Update Phase I

State of the Wake Transit Plan

The Wake Transit Plan was set in motion after voters in Wake County approved new taxes in 2016 to improve local transportation. Despite challenges like the COVID-19 pandemic and a shortage of bus drivers, the plan has made significant strides, raising $747.9 million to enhance transit services, introduce cleaner buses, and upgrade transit facilities. While dealing with rising costs and evolving travel habits remains a challenge, the future of the plan focuses on providing reliable and efficient services. Between 2025 and 2035, there is an expected investment of between $700 million and $1 billion to continue improving the transit system in Wake County.

Please review the State of the Plan report for more information on the plan's achievements, financial management, and future outlook.

State of the Plan Report

About You / Demographic Questions | Design Your Transit Future

The Wake Transit Plan outlines a ... and transit services in Wake County. This survey lets you tell us yo...

If you want to learn mo... k at the Wake Transit Plan Report Card or the W...

This survey lists diff... County and asks you to choose between diff... lanes? Or do you think passenger rail is the ... Wake Transit revenues to build a better transit sy...

Here's how the surve...

- Scroll down to see a list ...
- You have a total budget of $... or program provide a scale for how much it costs. For example, investing in com...
- In addition to costs, the survey gives you an idea of the impact of each program or service according to four factors:
  - Ridership – the number of people using transit services.
  - Safety and Comfort – riders' feeling of safety and comfort.
  - Speed and Reliability – making transit faster and more reliable.
  - Time to Build – time it takes to get project up and running. Remember a longer time to build will show up as more bars, but it means **you will have to wait longer for the project to be done.**
- Mix and match the different transit services and programs until you have spent your money on the best possible option scenario for the county.
- Spend your $50, but be careful, clicking on one option might mean you can't afford something else. You get to decide where the money goes.

If you need help completing this survey, please call: 855-925-2801 and enter Project Code 10242

- Embedded on Public Input site
- Instructions on how to take survey

The Survey Activity

Survey Goals:

- Gauge awareness/understanding of the Wake Transit Plan
- Understand attitudes about existing Wake Transit Plan progress
- Explore priorities for future transit investments
- Identify differences in priorities based on key demographics

WAKE TRANSIT PLAN UPDATE

Thank You

Board of Commissioners Agenda Item Report

Agenda Item No.: 2024-91-
Submitted by: Aileen J. Staples
Submitting Department: Administration
Meeting Date: May 21, 2024

SUBJECT
Public Hearing to receive public comment on the proposed FY 2024-2025 Budget

Recommendation:

Item Summary:

ATTACHMENTS
- 2024-2025 Budget Public Hearing_summary.pdf

Public Hearing to receive public comment on the proposed FY 2024-2025 Budget

The purpose of this hearing is to receive public comment on the proposed budget for the upcoming fiscal year beginning July 1, 2024. 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 4 at 6:00 pm.

Board of Commissioners Agenda Item Report

Agenda Item No.: 2023-360-
Submitted by: Patrick Reidy
Submitting Department: Planning
Meeting Date: May 21, 2024

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

Recommendation:

Item Summary:

ATTACHMENTS

- BOC Agenda Summary RZ-23-06.pdf
- RZ-23-06 Staff Report.pdf
- Attachment A - Neighborhood Meeting Information.pdf
- Attachment B - Application.pdf
- Attachment C - Maps.pdf
- Attachment D - Planning Board Recommendation and Plan Consistency Analysis.pdf
- Attachment E - TIA Executive Summary and NCDOT Review Report and U-5307 email.pdf
- Attachment F - RZ-21-09 Ordinance and Staff Report.pdf
- Exhibit 1 - Legal Description.pdf
- Exhibit 2 - Inconsistency Statement RZ-23-06.pdf
- Exhibit 3 - Proposed Conditional District Plan.pdf

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

Summary: A public comment session was held at the February 13, 2024 Planning Board meeting. The Planning Board voted 7-0 to find the request inconsistent with the Community Plan and recommended denial of the zoning map amendment (rezoning).

The applicant submitted a continuance request to the April 16th Board of Commissioners meeting. The Board approved the applicant's continuation request and continued the public hearing to the May 21st meeting to allow adequate time for the staff to review any proposed changes for compliance with adopted Plans and the UDO.

Since the continuance request was approved, staff and the applicant have had several meetings and have also met with NCDOT's U-5307 project team. Revised conditions and master plan have been submitted by the applicant.

Should the Board of Commissioners recommend approval of the rezoning, the Board shall include one of the following in their motion:

- State the reasons why the proposed zoning is consistent with the Comprehensive Plan; or
- State the reasons why the proposed zoning is inconsistent with the Comprehensive Plan and in the public interest. Under this option, the Community Plan is automatically amended and the approximate cost to modify the Plan is $1500; and
- Adopt a statement of reasonableness for the proposed rezoning.

Attachments: See Staff Report

Staff Report
Case RZ-23-06: Star Road Tech Center Conditional District

Meeting Date	May 21, 2024
Requested Actions	Consideration of the following items related to the Conditional Zoning Map Amendment request for 0 Star Road: 1. Act on Plan Consistency Statement 2. Rezone 30.35 acres on the Town of Wake Forest Zoning Map from Highway Business (HB) and Special Highway Overlay (SH1-O) to Highway Business Conditional District (HB-CD) and Special Highway Overlay (SH1-O).
Case Manager	Patrick Reidy, Senior Planner – Development Services
Planning Board Recommendation	Recommended denial by a vote of 7-0 of the zoning map amendment request. Since the Planning Board meeting, the applicant has chosen not to make any changes to the plan or rezoning conditions. See Attachment D for the Planning Board Recommendation and Plan Consistency Analysis.
Applicant Request Since Planning Board	The applicant chose not to make any revisions to their plans or conditions prior to staff presenting the request to the Board of Commissioners at the March 5, 2024 Board of Commissioners Work Session. Since the work session, the applicant requested a meeting with staff which was held on March 18th. An update from that meeting was provided at the March 19th Board of Commissioners meeting A meeting between NCDOT, the applicant, and town staff was held on April 1 to discuss U-5307 and the project's Star Rd. improvements. The applicant submitted a continuance request for the April 16th Board of Commissioners meeting. The Board accepted the applicant's continuation request but continued the request to the May 21st meeting. The public hearing was opened since the public hearing had already been advertised.

Applicant Changes since Continuation Request	Following the Public Hearing continuation, the applicant submitted revised conditions which include: • Revised Condition #3 to state that the office building shall not be served by roll-up or overhead doors and that light industry uses shall be permitted in the Commercial buildings. • Revised Condition #8 to state that outdoor space for daycares in truck courts for the light industrial buildings shall be fences and protected to prevent vehicular intrusion. It also adds that full-height sound walls be placed between day care and adjacent tenants. It further restricts a day care from being permitted in commercial buildings or adjacent to an indoor shooting range. • Revised Condition #11 to add a commitment of $10,000 toward public art. • Revised Condition #12 to provide a minimum of 10,000 square feet of space for outdoor seating/gathering space. • Revised Condition #13 to build the CTP's backage road. • Added Condition #14 to restrict small equipment repair/rental from having outdoor storage yards. • Added Condition #15 to limit night club uses from 7am to 12am. • Added Conditions #16 and 17 to restrict vehicular service uses from having storage yards and towing operations. • Added Condition #18 to commit to providing a payment-in-lieu for the stream crossing at the end of Road 2. Attachment B has been updated to reflect these changed conditions.

PUBLIC MEETINGS

Neighborhood Meeting	Public Comment Session	Public Hearing
September 18, 2023 *(See Attachment A)*	February 13, 2024	March 19, 2024 (hearing opened) May 21, 2024 (continued to)

CASE INFORMATION

Applicant	St. John Properties C/O Dustin Atkielski 8601 Six Forks Road, Suite 400 Raleigh, NC 27615
Developer	St. John Properties C/O Dustin Atkielski 8601 Six Forks Road, Suite 400 Raleigh, NC 27615

Property Owners	Star Landing LLC C/O Dustin Atkielski 2560 Lord Baltimore Drive Baltimore, MD 21244 Star Landing 2 LLC C/O Dustin Atkielski 2560 Lord Baltimore Drive Baltimore, MD 21244
Location	Frontage along Star Road, south of the intersection of Star Road and US-1
Addresses	0 Star Road
Wake County Tax PIN(s)	1739653709, 1739558441, and 1739654232
Acreage	30.35 acres
Zoning	Existing: Highway Business (HB) and Special Highway Overlay (SH1-O) Proposed: Highway Business Conditional District (HB-CD) and Special Highway Overlay (SH1-O)
Land Use	Existing: Vacant Proposed: Commercial, Office, and Light Industrial
Community Plan Designation	Corridor Commercial; Commercial & Industrial Areas Plan (Area #1 – Capital Boulevard)
Corporate Limits	This application is outside the Town's corporate limits and within the Town's extraterritorial planning jurisdiction (ETJ). An annexation petition has not been filed at this time.

See Attachment B for a copy of the application and Attachment C for Aerial, Zoning, and Land Use Maps. See Community Plan page 42 for a description of Corridor Commercial and page 54 for a description of Capital Boulevard Commercial & Industrial Areas Plan map.

SURROUNDING LAND USES AND ZONING

	Land Use	Zoning
North	Professional Services (City of Raleigh Water Lab under construction) and Light Industrial (City of Raleigh North Operations Center)	Highway Business
South	Vacant; Religious Institution (Living Word Family Church)	Highway Business
East	Vacant; Railroad Right-of-Way	Highway Business

	Land Use	Zoning
West	US-1 Right-of-Way	Highway Business
The proposed land use is generally **incompatable** with surrounding land uses. The proposed zoning is generally **compatible** with surrounding zoning. *See Attachment C for associated maps.*		

ZONING HISTORY

The applicant has requested a Conditional Rezoning to request significant modifications to the UDO to develop the property with Light Industrial uses. The requested modifications are detrimental to orderly Town growth and development patterns. Examples of the UDO deviations requested include 1) allowing driveway access to light industrial directly on a road that is not classified as a thoroughfare and therefore not suitable for non-intermittent tractor trailer traffic, 2) not building a road shown on the Comprehensive Transportation Plan (CTP) and required to be built by the UDO, and 3) reducing SHOD building setbacks in order to accommodate existing site topography and increase visibility to buildings fronting Star Road. These deviations are not in keeping with the spirit and intent of the UDO. Thoroughfare roads are designed to support more traffic volume and Star Road is a narrow road that does not support heavy tractor trailer traffic. New streets being constructed according to the CTP and UDO are for the public benefit of creating a complete road network. By not constructing the road, the burden to construct the road would require taxpayer funds. The intent of the SHOD is to protect major access corridors for future widening and enhance buffering to create a vegetative buffer along the roadways. The building setback of 100' is intended to minimize the need to acquire buildings for future road projects. The U-5307 project will widen Star Road and allowing a building to be setback 50' instead of the required 100' could put NCDOT in a position to have to acquire the front buildings of this development.

While not associated with this rezoning request, the Board of Commissioners approved a rezoning for property north of this project (RZ-21-09 Hawthorne Phase 2) that was inconsistent with the Community Plan. It is important to note that while those apartments were inconsistent with the Community Plan, other aspects of the rezoning request were in accordance with the UDO and Comprehensive Transportation Plan. See Attachment F for approved Ordinance and Staff Report.

MASTER PLAN ANALYSIS

Parking	Required:	Per UDO Chapter 9.4, the parking requirement for Commercial uses has a range of requirements. The most conservative parking requirement is 1 space per 200 square feet or 102 parking spaces. The parking requirement for Office is 1 space per 300 square feet or 86 parking spaces. The parking requirement for Light Industrial has a range of requirements. The most conservative parking requirement is 1 per 200 square feet of Indoor Sales Area or 487 spaces. A total of 675 parking spaces are required. The bike parking requirement for Commercial is 2 per 50 auto spaces or 6 bike spaces. The bike parking requirement for Office is 2 per 50 auto spaces or 4 bike spaces. The bike parking requirement for Light Industrial is 2 per 50 auto spaces or 20 bike spaces. A total of 30 bike spaces are required.

	Proposed:	The applicant proposes a zoning condition requiring a parking ratio of 1 parking space per 500 square feet for the Light Industrial uses, regardless of the proposed layout of each space and keeping the remaining commercial and office parking ratios as required. The Master Plan shows 170 spaces provided for commercial, 102 spaces for office, and 267 spaces for light industrial. The applicant proposes to provide 60 bicycle parking spaces.
	Summary:	The proposed Master Plan **does not comply** with the minimum parking requirements in the UDO.
Public Utilities	Required:	The UDO requires that public water and sewer mains are extended to serve the site.
	Proposed:	This property is served by a 12" water line located along Star Road. It is also served by a 12" sewer line located along the eastern property boundary and adjacent to the streams within the project that will be extended through the project.
	Summary:	The proposed Master Plan **complies** with the public utility requirements in the UDO.
Roads	Required:	The Comprehensive Transportation Plan requires a US-1 Service Road South of S. Main Street cross section for Star Road. The 50' cross section includes 2.5' curb and gutter on the west side, 2-12' travel lanes, and 2.5' curb and gutter, a 4' verge, and a 5' sidewalk on the east side of Star Road. The CTP also requires a 2A cross section for a backage road that is shown along the eastern side of this project. The 55' cross section requires curb and gutter, 6' sidewalks, curb and gutter, and two 12' travel lanes. Based on the square footage proposed, the UDO required a Transportation Impact Analysis (TIA).
	Proposed:	The proposed Master Plan (Exhibit 1, Sheet C-3) complies with the US-1 service road cross section for Star Road for the required improvements, but the master plan shows issues with alignment of the improvements that are not consistent with the U-5307 public hearing maps. The required backage road is showing right-of-way dedication and construction. There is a rezoning condition that provides the fee-in-lieu for half of the stream crossing to be provided to comply with the UDO requirements. The US 1 Council of Planning determined that the proposed Master Plan was generally in compliance with the US 1 Corridor Study at its October 31, 2023 meeting. The US 1 Council of Planning commented that the U-5307 project team needed to determine if the frontage improvements were properly aligned and that the backage road needed to be provided. An e-mail dated 12/1/23 (Attachment E) from the U-5307 project manager, Terry Farr indicates that the plans do not resolve their concerns about potential risk impacts to the proposed commercial buildings. Staff informed the application that the alignment needed to be resolved prior to taking the item to the Planning Board for a recommendation and the Board of Commissioners for action. The applicant was unwilling to resolve it and has

		stated that the proposed drive-thru lanes will be coordinated with NCDOT as part of the construction plans. After the public hearing was continued, a meeting between the applicant, Town Staff, and NCDOT was held on April 1st. Additional exhibits were provided to NCDOT at the meeting. Based on those additional exhibits, NCDOT has determined (Attachment E) that while inconsistent with the U-5307 public hearing maps, this development has minimized the impacts to the U-5307 project and feels it is a viable design. A note has been added to the Master Plan that while impacts have been minimized to the extent practical, the development could still potentially be impacted by the U-5307 project. A note will also be added to the plat acknowledging this statement. A TIA was provided for the project (Attachment E). The improvements required to mitigate the impact of the development are: <u>US-1 and Star Road Connector</u> • Install signal at the western side of the existing reduced conflict intersection (Capital Boulevard and Star Road Connector). Coordinate with NCDOT to develop a coordination and timing plan for all signals along Capital Boulevard. • Convert to free-flow (north bound and south bound Star Road approaches converted to stop-control) <u>Capital Boulevard and Height Lane/Montys Lane</u> • Modify signal timings to allow more green time for minor street approach. <u>Star Road and Star Road Connector</u> • Provide a two-way left-turn lane (TWLTL) for northbound approach, extending to southbound approach of Site Access A. (~600 feet) <u>Star Road and Site Access A</u> • Construct the westbound approach as a full movement intersection with one ingress lane and one egress lane. • Provide southbound TWLTL that extends to Star Road and Star Road Connector intersection. (~600 feet) • Provide stop-control for westbound approach. • Provide an internal protected stem (IPS) of at least 100 feet for westbound approach.
	Summary:	The proposed Master Plan **does not comply** with the minimum roadway infrastructure requirements in the UDO.

PROPOSED MODIFICATIONS OF BASE HIGHWAY BUSINESS ZONING DISTRICT STANDARDS

Article 2.2.5.C.1 Principal Front Setback (min)	
Required:	30 feet
Proposed:	20 feet for Office Building A, Light Industrial Building B and C
Article 2.4.3.D.1 Special Highway Overlay Dimensional Requirements	
Required:	Building Setback: 100 feet from property line abutting major access corridor.
Proposed:	Building Setback: 50 feet from property line abutting major access corridor. This reduction could potentially eliminate the landscaping and buildings adjacent to Star Road as part of the U-5307 project. A 100-foot buffer would preserve the structures and most likely some of the vegetation.
Article 3.9.1.C Supplemental Use Standards – Industry/Wholesale/Storage Vehicular Access	
Required:	Vehicular Access to the site shall be provided on a thoroughfare of suitable industrial capacity as determined by the Administrator and/or any Required Transportation Impact Analysis.
Proposed:	Light Industrial uses shall be permitted on the site with vehicular access via Star Road.
Article 9.4.B Parking Requirements – Schedule B	
Required:	Light Industrial Uses are listed as the type of use occurring within the space, ranging from 1 parking space required per 200 square feet for indoor sales area to 1 per 2,000 square feet for motor vehicle outdoor sales area, 50,000 square feet and greater indoor storage/warehouse/vehicle storage/manufacturing area.
Proposed:	1 parking space required per 500 square feet
See Attachment B for proposed zoning conditions.	

COMPREHENSIVE PLAN CONSISTENCY

Community Plan	The proposed zoning map amendment request is generally inconsistent with the adopted Community Plan. The main areas of inconsistency are: • Land Use Plan (pages 42 and 47): The Land Use Plan calls for Corridor Commercial for these properties. Corridor Commercial uses include auto-oriented retail and service businesses, such as large-scale shopping centers, grocery stores, restaurants, gas stations, and hotels. Standalone office uses are included within this designation. Corridor Commercial areas serve patrons from within Wake Forest and the region and play a role in strengthening the Town's tax base. This development provides small scale retail, office, and light industrial uses. Only the office use is consistent with the Land Use Plan. Larger

	scale commercial is more appropriate than the small scale retail and light industrial is not appropriate in corridor commercial. • Commercial and Industrial Areas Plan – Capital Boulevard (page 54): Capital Boulevard is a major arterial roadway that connects Wake Forest with the surrounding region, including the City of Raleigh. It is the primary route residents and visitors take to pass through the Town. The development of undeveloped and underdeveloped land along Capital Boulevard into commercial uses should be encouraged with both a local and regional customer base. This should be done in coordination with NCDOT's planned controlled-access highway conversion project that will affect roadway configurations. The uses are not appropriate along Capital Boulevard and the Star Road service road. • Commercial Development (page 66): Promote multi-story structures within Corridor Commercial; encourage pedestrian- oriented shopping environments; buildings facing each other to create a sense of enclosure; provide outdoor seating; and promote cross-access and pedestrian pathways between parking lots and buildings. No multi-story buildings are proposed, pedestrian connectivity is only provided along the sidewalks leading to Road A and not connections between the buildings, and building are situated so that each is isolated from the other. There are opportunities to connect parking areas and buildings with additional sidewalks/stairs.
Comprehensive Transportation Plan (2019)	The proposed zoning map amendment request is generally consistent with the Comprehensive Transportation Plan for the following reason: • Roadway Recommendations (page 73): The CTP calls for a new collector road along the eastern side of the property to be constructed, which is. being provided.
Historic Preservation Plan (2022)	The Historic Preservation Plan is not applicable to the zoning map amendment request.
Northeast Neighborhood Plan (2007)	The Northeast Neighborhood Plan is not applicable to the zoning map amendment request.
Park, Recreation, and Cultural Resources Master Plan (2015)	The Parks, Recreation, and Cultural Resources Master Plan is not applicable to the zoning map amendment request.
Renaissance Plan (2017)	The Renaissance Plan is not applicable to the zoning map amendment request.
See Attachment D for detailed Plan Consistency Analysis. The Comprehensive Transportation Plan is not included in the Consistency Analysis since cross-sections are the only applicable element of the Plan.	

STAFF RECOMMENDATION

The zoning map amendment request is generally **Inconsistent** with the relevant policies in the Comprehensive Plan, and **Denial** of the zoning map amendment request is reasonable and in the public interest.

ATTACHMENTS

Attachment A:	Neighborhood Meeting Information
Attachment B:	Application
Attachment C:	Maps
Attachment D:	Planning Board Recommendation and Plan Consistency Analysis
Attachment E	TIA Executive Summary, NCDOT Review Report, and U-5307 e-mail
Attachment F:	RZ-21-09 Ordinance and Staff Report

EXHIBITS

Exhibit 1:	Legal Description
Exhibit 2:	Inconsistency Statement
Exhibit 3:	Proposed Conditional District Plan

Star Road Tech Center
Neighborhood Meeting Summary

On Monday, September 18, 2023, a neighborhood meeting was held to inform neighboring property owners of the proposed Star Road Conditional District Rezoning (Project) project to answer any questions and gain their feedback for consideration. The notification sent to the neighboring property owners is attached along with the list of neighboring property owners notified. The neighboring property owners that attended the meeting are shown on the attached attendees list. The attendees that represented the development team included Jon Fraizer, FLM Engineering and Dustin Atkielski, St John Properties, Inc.

Following a brief introduction, the neighboring property owners in attendance were invited to ask questions and share concerns. Below is a list of the questions, comments, and concerns raised along with the answers provided by the development team. The feedback and questions are in no particular order and summarized for brevity.

Keith Wallace

In **Feedback:**

support of Project.

Questions:

Q1: What is the anticipated vertical construction timing of the Project if approved?

A1: If the Project is approved, the timing to get to vertical construction is approximately Q3 of 2024.

Q2: Who is the general contractor for the development?

A2: We are working with various local contractors, but none have been selected at this time.

Q3: What type of uses do you anticipate?

A3: The project anticipates a mix of uses that are currently allowed under the existing HB zoning code, ranging from retail to research and development.

Address	Owner	REID	PIN	Mailing Address 1	Mailing Address 2	Mailing Address 3
10520 VIA FORTUNATA PLZ	STAR ROAD PROPERTIES LLC	468927	1739641968	5310 NC HIGHWAY 55 STE 101	DURHAM NC 27713-7813	
10501 VIA FORTUNATA PLZ	STAR ROAD PROPERTIES LLC	468925	1739556212	5310 NC HIGHWAY 55 STE 101	DURHAM NC 27713-7813	
10521 VIA FORTUNATA PLZ	STAR ROAD PROPERTIES LLC	468926	1739558155	5310 NC HIGHWAY 55 STE 101	DURHAM NC 27713-7813	
10500 VIA FORTUNATA PLZ	STAR ROAD PROPERTIES LLC	468928	1739546963	5310 NC HIGHWAY 55 STE 101	DURHAM NC 27713-7813	
10520 STAR RD	LIVING WORD FAMILY CHURCH INC	150944	1739640646	PO BOX 61129	RALEIGH NC 27661-1129	
10700 STAR RD	CITY OF RALEIGH	338301	1739661393	PO BOX 590	RALEIGH NC 27602-0590	
0 STAR RD	LA SCALA ASSOCIATES LLC	312392	1739558441	STE 101	847 WAKE FOREST BUSINESS PARK	WAKE FOREST NC 27587-6576
0 STAR RD	LA SCALA ASSOCIATES LLC	379120	1739653709	STE 101	847 WAKE FOREST BUSINESS PARK	WAKE FOREST NC 27587-6576
0 STAR RD	LA SCALA ASSOCIATES LLC	312391	1739750868	STE 101	847 WAKE FOREST BUSINESS PARK	WAKE FOREST NC 27587-6576
0 STAR RD	PURYEAR INVESTMENTS, LLC	379119	1739654232	5844 LEASE LN	RALEIGH NC 27617-4708	
0 STAR RD	HAWTHORNE AT WAKEFIELD APARTMENTS LLC	509590	1739760567	806 GREEN VALLEY RD STE 311	GREENSBORO NC 27408-7076	
5228 UNICON DR	5228 UNICON DRIVE LLC	478278	1739740366	701 FINGER LAKES DR	WAKE FOREST NC 27587-9571	
0 STAR RD	HAWTHORNE AT WAKEFIELD APARTMENTS PHASE II LLC	414675	1739662623	806 GREEN VALLEY RD STE 311	GREENSBORO NC 27408-7076	
10510 STAR RD	CASA ESPERANZA HOLDING LLC	43448	1739640225	10510 STAR RD	WAKE FOREST NC 27587-7765	
1808 INDUSTRY OAKS LN	MERRITT-WF1 LLC	502555	1739743970	2066 LORD BALTIMORE DR	BALTIMORE MD 21244-2501	

Moonbow Trl
Ponderosa Service Rd
Capital Blvd
Star Rd
Star Rd
1
Capital B

Sign-in Sheet
Star Rd Tech Center Neighborhood Meeting

Name	Address	Phone Number	E-mail Address
KEITH WALLACE	1337 SANDYBROOK LANE WF 27587	703.785.0299	KWALLACE@MERRITTPROPERTIES.COM

ST. JOHN PROPERTIES

September 6th, 2023

RE: Star Road Technology Center-Conditional District Rezoning & Site Master Plan Neighborhood Meeting Notification

Dear Neighboring Property Owner,

We are writing to notify all property owners within 500 feet of a neighborhood meeting to present and discuss the proposed Conditional District Rezoning and Site Master Plan approval (RZ-23-06) for St John Properties, Inc.

The subject parcels are located off the east side of Star Road just north of Via Fortunata Plaza and have the following Parcel Identification Numbers (PIN):

1739558441
1739653709
1739654232

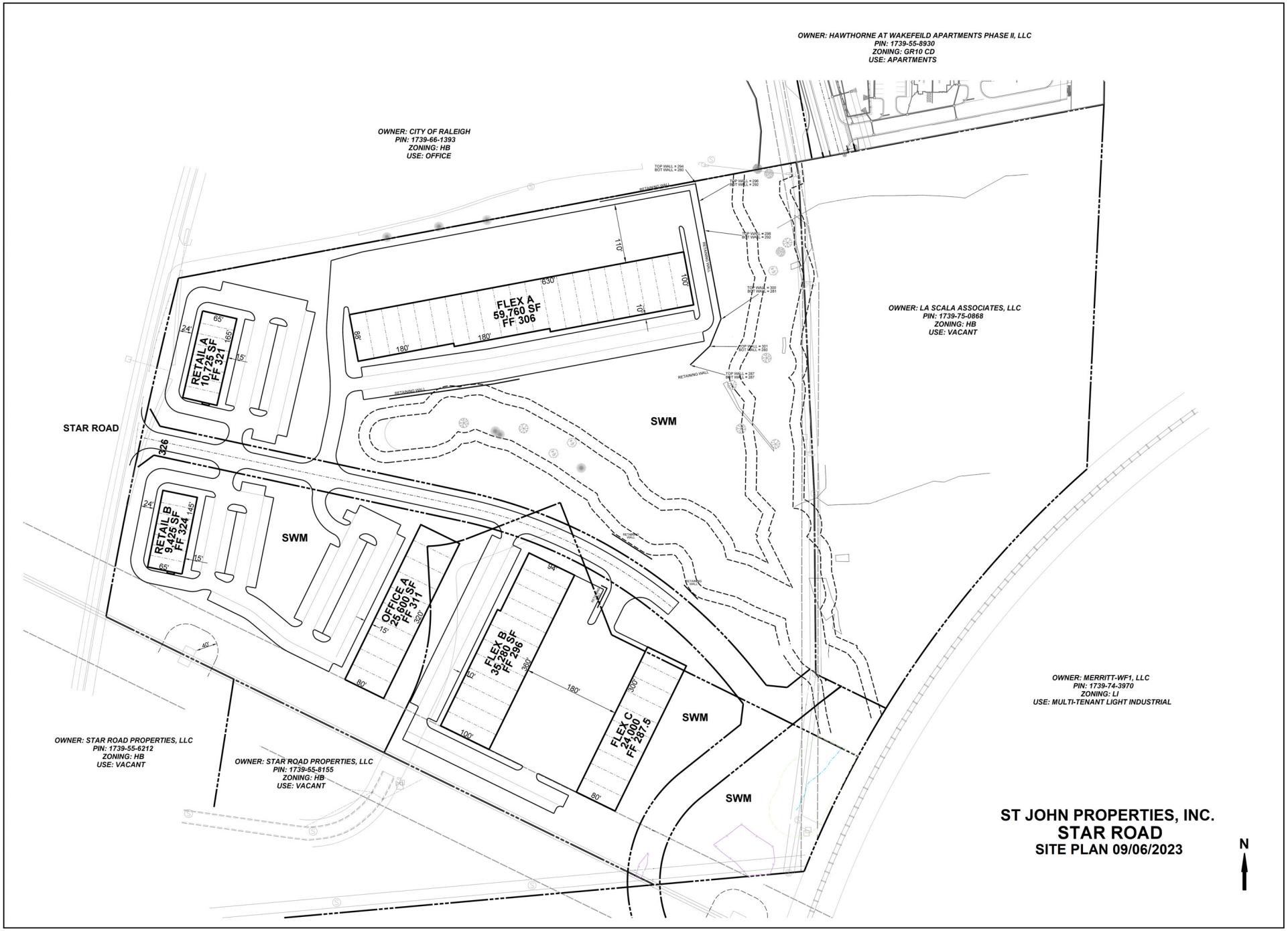
We've also included a vicinity map with this letter, highlighting the subject parcels in yellow.

The neighborhood meeting will be held on Monday, September 18th, 2023, at 6:00 PM in the Richland Creek Community Church, which is located at 3229 Burlington Mills Rd, Wake Forest, NC 27587. Please use the parking lot to the east of the property and the east entrance to the Church.

If you have any questions about this rezoning, please contact St John Properties, Inc. at infoWF@sjpi.com or the Town of Wake Forest at (919) 435-9510. This project will be taken up for future consideration by the Town's Board of Commissioners for a public hearing and those notices will be sent from the Town at a future date.

Thanks,

Dustin Atkielski
St John Properties, Inc.
(919) -827-0100


OWNER: HAWTHORNE AT WAKEFEILD APARTMENTS PHASE II, LLC
PIN: 1739-55-8930
ZONING: GR10 CD
USE: APARTMENTS
OWNER: CITY OF RALEIGH
PIN: 1739-66-1393
ZONING: HB
USE: OFFICE
OWNER: LA SCALA ASSOCIATES, LLC
PIN: 1739-75-0868
ZONING: HB
USE: VACANT
OWNER: MERRITT-WF1, LLC
PIN: 1739-74-3970
ZONING: LI
USE: MULTI-TENANT LIGHT INDUSTRIAL
OWNER: STAR ROAD PROPERTIES, LLC
PIN: 1739-55-6212
ZONING: HB
USE: VACANT
OWNER: STAR ROAD PROPERTIES, LLC
PIN: 1739-65-8155
ZONING: HB
USE: VACANT
STAR ROAD
326
FLEX A
59,760 SF
FF 306
RETAIL A
10,725 SF
FF 321
RETAIL B
9,425 SF
FF 324
OFFICE A
25,600 SF
FF 311
FLEX B
35,280 SF
FF 296
FLEX C
24,000
FF 287.5
SWM
SWM
SWM
SWM
RETAINING WALL
ST JOHN PROPERTIES, INC.
STAR ROAD
SITE PLAN 09/06/2023
N

Conditional District Rezoning Application

(Conditional District Rezoning 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 #984005

Project Title: Star Road Tech Center Conditional District Rezoning

Application Type: Conditional District Rezoning

Workflow: Conditional District Rezoning

Jurisdiction: Town of Wake Forest (Wake County)

State: NC

County: Wake

Submittal Requirements

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 CONDITIONAL DISTRICT REZONING 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: 03/07/2023

Staff Member Met With: Patrick Reidy

Pre-application Conference Project Number:

Address & Basic Site Information

Please Note:
In some cases, a parcel address may not verify. In the event that our system is unable to verify the address you enter, please submit the project as an *Unverified Parcel* and provide zoning and land use information as requested below. For verified addresses, the zoning and land use information will be added to the application automatically (you do not need to provide it below).

Project Address or PIN:

- 1739653709 (Unverified)

Tax PIN:

- 1739558441 (Unverified)
- 1739654232 (Unverified)

Acreage: 30.35

Name of Existing Development/Subdivision (if applicable--for reference only):

For unverified addresses/parcels only, please provide below 1) the current use of the parcel, 2) the zoning district(s) it is in, and 3) any overlay districts that apply. Reference the zoning map and the overlay districts map on the town's website.

Current Use & Zoning (required only if address/parcel is unverified):
Vacant parcel, HB zoning

*Note: Projects falling outside the limits of the Town or ETJ will be required to submit an annexation petition in conjunction with their project submittal. In this case, please return to the home screen and select **Annexation Petition** from the application type drop down.*

GIS Site Information (Automatically Generated - Not Available for Unverified Addresses)

Parcel Area:
Wake Forest (WF):
Base District:
In SH2-O Overlay:
In TND Overlay:
In HL-O Overlay:
In National Register of Historic Places:
Current Use:
Planning and Zoning:
In SH1-O Overlay:
In Water Supply Watershed Protection Overlay:
In SF Overlay:
In MVCP-O Overlay:
In Flood Hazard Area:

Additional Zoning Information

Currently a Conditional District?: No
Is there an existing Special Use Permit for the Property?: No
Case Numbers of other related approvals (if applicable): N/A
Currently a Conditional Use?: No
Case Number of related site plan (if applicable):

Project Contacts

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
Dustin Atkeilski

8601 Six Forks Rd, Ste 400
Raleigh, NC 27615
P:9198270600
datkielski@sjpi.com

Project Contact - Developer
Dustin Atkeilski

8601 Six Forks Rd, Ste 400
Raleigh, NC 27615
P:9198270600

Project Contact - Property Owner
Dustin Atkeilski
Star Landing LLC
2560 Lord Baltimore Dr
Baltimore, MD 21244-2677
P:919-827-0600

Project Contact - Engineer
Jon Frazier
FLM Engineering, Inc
PO Box 91727
Raleigh, NC 27675
P:9196101051

datkielski@sjpi.com

jfrazier@flmengineering.com

Transportation Impact Analysis

As per Section 6.11.1 of the UDO is the project required to provide a Traffic Impact Analysis (TIA)?: Yes

Was the TIA reviewed in a separate permit prior to this application?: No

Project Number:

For projects requiring a TIA, a separate TIA application must be submitted in conjunction with this application. Please review the TIA submittal checklist and submit a ***Transportation Impact Analysis Review*** application in IDT.

If the request is to a Conditional District (CD), this application should be accompanied by a master plan that includes land use, existing conditions, buildings, lots, etc. per Chapter 15 of the UDO. In addition, please provide a narrative of the proposed use and list any proposed conditions.

Proposed Conditional Zoning District: HB-CD, Highway Business

Proposed Land Use:
See submitted zoning conditions

Proposed Number of Lots: 2

Number of Buildings: 4

Number of Single-Family Lots: 0

Number of Townhome Lots: 0

Number of Multi-Family Units: 0

Number of Stories: 1

Square Footage of All Buildings (non-residential): 126960

Plan Information - Conditional Rezoning

Description of Request:
Development of 126,960 SF of flex space in four buildings with associated infrastructure

Initial Proposed Conditions Offered by Applicant:
See submitted conditions

Justification of Consistency with Comprehensive Plan:
Comprehensive plan calls for corridor commercial and the request is for Highway Business Conditional District, which is consistent with the plan

Agent Authortization Form

TOWN *of* WAKE FOREST

The Wake Forest Unified Development Ordinance (UDO) states that applications for development approvals may only be made by the landowner, a lessee or person holding an option or contract to purchase or lease the land, or an authorized agent of the landowner (see Sec. 15.2.5.C). This agent authorization form must be signed by the landowner and included with any application not submitted by the landowner or lessee as specified above. If more than one landowner is involved, a separate agent authorization form must be submitted by each landowner.

Address(es) and Tax PIN(s) for which authorization is granted: 1739-65-3709 & 1739-55-8441

Landowner's name*: Star Landing, LLC

Application(s) for which authorization is granted (e.g., Rezoning, Special Use Permit): Rezoning, Master Site Plan, Construction Docs., etc.

Person authorized to submit application(s) as landowner's agent *(must be the same person listed as the applicant on the application form)*: Dustin Atkielski, Regional Partner, St John Properties, Inc

Landowner's Signature: _____

Date: 12/19/2023

Please provide below the name, address, and other information of the person signing this form.

Name: Dustin Atkielski

Address: 2560 Lord Baltimore Dr., Baltimore, MD 21244

Telephone number: 919-827-0600

Email address: datkielski@sjpi.com

If signing for a corporation or other entity, please specify title and/or relationship to the corporation or other entity *(e.g., Member, Executive Officer)*: Authorized Person

**Owner of record as shown on the latest equalized assessment rolls of Wake County, or, if ownership has recently been transferred, the grantee shown on the recorded deed (a copy of the deed must accompany this form).*

Agent Authortization Form

TOWN *of* WAKE FOREST

The Wake Forest Unified Development Ordinance (UDO) states that applications for development approvals may only be made by the landowner, a lessee or person holding an option or contract to purchase or lease the land, or an authorized agent of the landowner (see Sec. 15.2.5.C). This agent authorization form must be signed by the landowner and included with any application not submitted by the landowner or lessee as specified above. If more than one landowner is involved, a separate agent authorization form must be submitted by each landowner.

Address(es) and Tax PIN(s) for which authorization is granted: 1739-65-4232

Landowner's name*: Star Landing 2, LLC

Application(s) for which authorization is granted (e.g., Rezoning, Special Use Permit): All applications

Person authorized to submit application(s) as landowner's agent *(must be the same person listed as the applicant on the application form)*: Dustin Atkielski, Regional Partner, St. John Properties, Inc.

Landowner's Signature: _____

Date: 02/12/2024

Please provide below the name, address, and other information of the person signing this form.

Name: Dustin Atkielski

Address: 2560 Lord Baltimore Dr, Baltimore, MD 21244

Telephone number: 919-827-0600

Email address: datkielski@sjpi.com

If signing for a corporation or other entity, please specify title and/or relationship to the corporation or other entity *(e.g., Member, Executive Officer)*: Authorized Person

**Owner of record as shown on the latest equalized assessment rolls of Wake County, or, if ownership has recently been transferred, the grantee shown on the recorded deed (a copy of the deed must accompany this form).*

ST. JOHN PROPERTIES

May 1, 2024

Patrick Reidy, AICP, CZO
Senior Planner - Development Services
Town of Wake Forest
301 S Brooks Street
Wake Forest, NC 27587

Reference: Wake Forest Exchange (RZ-23-06)
Proposed Zoning Conditions

Dear Mr. Reidy:

The proposed zoning conditions for the Wake Forest Exchange, Town of Wake Forest Case No. RZ-23-06, are listed below:

1. The site master plan is a condition of the rezoning request. Amendments to the master plan shall require a rezoning amendment unless the administrator finds the modification to be minor and in keeping with the spirit and intent of the approved site master plan.

2. The following uses shall be permitted:

A. Residential
None
B. Lodging
None
C. Office/Service
ATM
Bank, Credit Union, Financial Services
Business Support Services
Dry Cleaning & Laundry Services
Medical Clinic
Personal Services
Personal Services, Restricted
Post Office
Professional Services
Small Equipment Repair/Rental
Veterinary Services
D. Commercial/Entertainment
Alcoholic Beverage Sales Store

8601 Six Forks Road | Suite 400
Raleigh, NC 27615

919.827.0600 | sjpi.com/northcarolina

NAIOP COMMERCIAL REAL ESTATE DEVELOPMENT ASSOCIATION
NATIONAL DEVELOPER OF THE YEAR 2018

Amusement, Indoor
Bar/Tavern
General Commercial
Night Club
Open Air Retail
Outdoor Seating
Outside or Display Sales
Restaurant
Shooting Range, Indoor
Theater, Indoor Movie or Live Performance

E. Civic

Civic Meeting Facility
Community or Cultural Facility
Conference/Convention Center
Public Safety Station
Recreation Facility, Indoor
Religious Institution

F. Educational/Institutional

Child/Adult Day Care Center (More than 8 persons)
Community Support Facility
Studio – Art, dance, martial arts, music

G. Automotive

Drive-In Facility
Vehicle Services – Minor Maintenance/Repair
Vehicle Services – Major Repair/Body Work

H. Industry/Wholesale/Storage

Industry, Light
Light Manufacturing Workshop

I. Agriculture

Kennel
Produce Stand

J. Infrastructure

Wireless Telecommunications Facility (Non-Tower)
Wireless Telecommunications Facility (Tower)
Utilities – Class 1
Utilities – Class 2

K. Other

Temporary Uses

3. Section 3.9.1.C. shall not apply to the site. Industry, Light uses shall be permitted on the site with vehicular access via Star Road. The Office building shall not be served by roll-up or overhead doors. Industry, Light uses shall not be permitted in the Commercial/Restaurant buildings.

4. Section 2.4.3.D.1. (SH1-0 Special Highway Overlay Building Setback) shall be reduced from 100’ to 50’ to accommodate existing site topography and increase visibility to buildings fronting Star Road.

5. Section 2.2.5.C.1. (Principal Front Building Setback) shall be reduced from 30’ to 20’ for Office Building A, Light Industrial building B, and Light Industrial building C to accommodate topography, environmental constraints, and existing easements.

6. If an impact is approved by NCDEQ (the "Approval") to the Neuse Buffer, the location and shape of Light Industrial building A's parking lot and building may be adjusted if the building size does not exceed a net change greater than 5 %. Written confirmation of the Approval including proof of payment for mitigation costs shall be provided during construction document approval.

7. Overnight parking or storage of client vehicles for Vehicle Services Minor or Major uses shall only be allowed in the truck court areas or building interiors for all Light Industrial ("LI") buildings. The truck court aeras include all pavement behind LI building A and LI building B, including the area in front of LI building C.

8. Child/Adult Day Care Centers located within the Light Industrial Buildings will only be placed on the ends of the building or substitute location deemed appropriate by the administrator after review of associated site plan modifications, which approval shall not unreasonably be conditioned, withheld, or delayed. All outdoor space located within a truck court will be fenced and protected to a suitable capacity to prevent vehicular intrusion. Protection examples may include masonry walls, retaining walls, guard rails, or bollards. Full-height sound walls will be installed between a Child/Adult Day Care Center and an adjacent tenant. The owner will also make reasonable efforts not to place a tractor-trailer user adjacent to a Child/Adult Day Care Center. Child/Adult Day Care Centers shall not be permitted in the Commercial/Restaurant buildings or adjacent to a Shooting Range, Indoor.

9. A minimum of four electric vehicle charging locations will be added to the development.

10. Light Industrial buildings will have a parking rate of 1 spot per 500 SF.

11. A commitment to provide a minimum of ten thousand dollars of public art to the development, coordinated and installed by the developer, prior to the issuance of the final shell certificate of occupancy. Examples may include murals, sculptures, memorials, integrated architecture or landscape architecture work and community art.

12. A commitment to provide a minimum of ten thousand square feet in aggregate of outdoor seating or gathering space prior to the issuance of the final shell certificate of occupancy. No single area under 144 square feet in size shall be included in the

aggregate total. All areas will be accessible to pedestrians. Examples may include covered or uncovered patios, gazebos, pavilions, pergolas, chairs, benches, and tables.

13. Associated road improvements shall be constructed in accordance with the approved TIA (including all NCDOT requirements from the TIA review) and UDO. All required road improvements shall be constructed prior to the issuance of the final shell building certificate of occupancy. If a Capital Improvement Plan (CIP) item that includes the construction of an adjoining roadway to the eastern backage road is included in the Town of Wake Forest approved budget, the Owner will commence construction of the eastern backage road within 6 months of written notification from the Town of Wake Forest or provide a payment-in-lieu consistent with the current cost of construction.

14. Outdoor storage yards are not permitted for Small Equipment Repair/Rental uses.

15. Night Club uses expressly including entertainment, live music, and/or dancing, and comedy shall be limited to 7:00 AM to 12:00 AM for patrons.

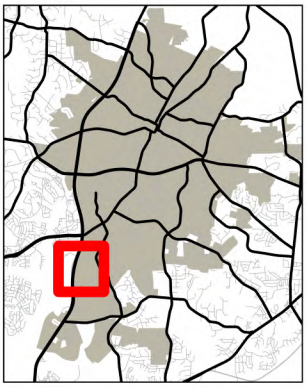
16. Vehicle Services-Minor Maintenance/Repair shall not include towing storage yards or towing operators.

17. Vehicle Services-Major Repair/Bodywork shall not include towing storage yards, collision vehicle storage yards, or towing operators.

18. The stream crossing on the north-east end of Road 2 shall be payment-in-lieu.

Sincerely,

Dustin Atkielski
Regional Partner
919-827-0600
datkielski@sjpi.com



Aerial

TOWN of WAKE FOREST

RZ-23-06
Star Road Tech Center Conditional District Rezoning
PINS: 1739653709,1739558441 & 739654232

10/9/2023

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.

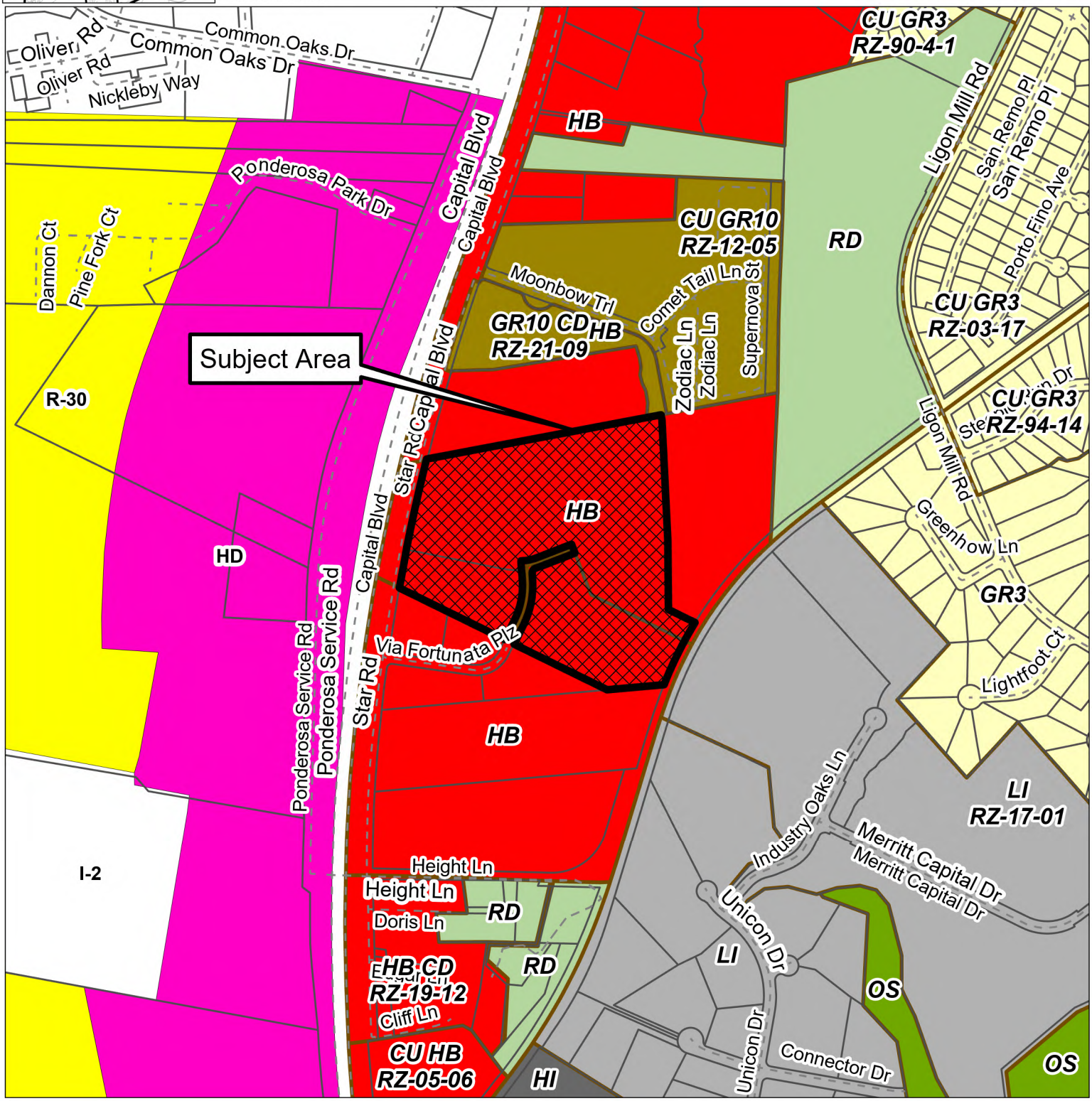
0 500 1,000 1,500 2,000 2,500 Feet

Zoning

TOWN of WAKE FOREST

RZ-23-06
Star Road Tech Center Conditional District Rezoning
PINS: 1739653709,1739558441 & 739654232

10/9/2023



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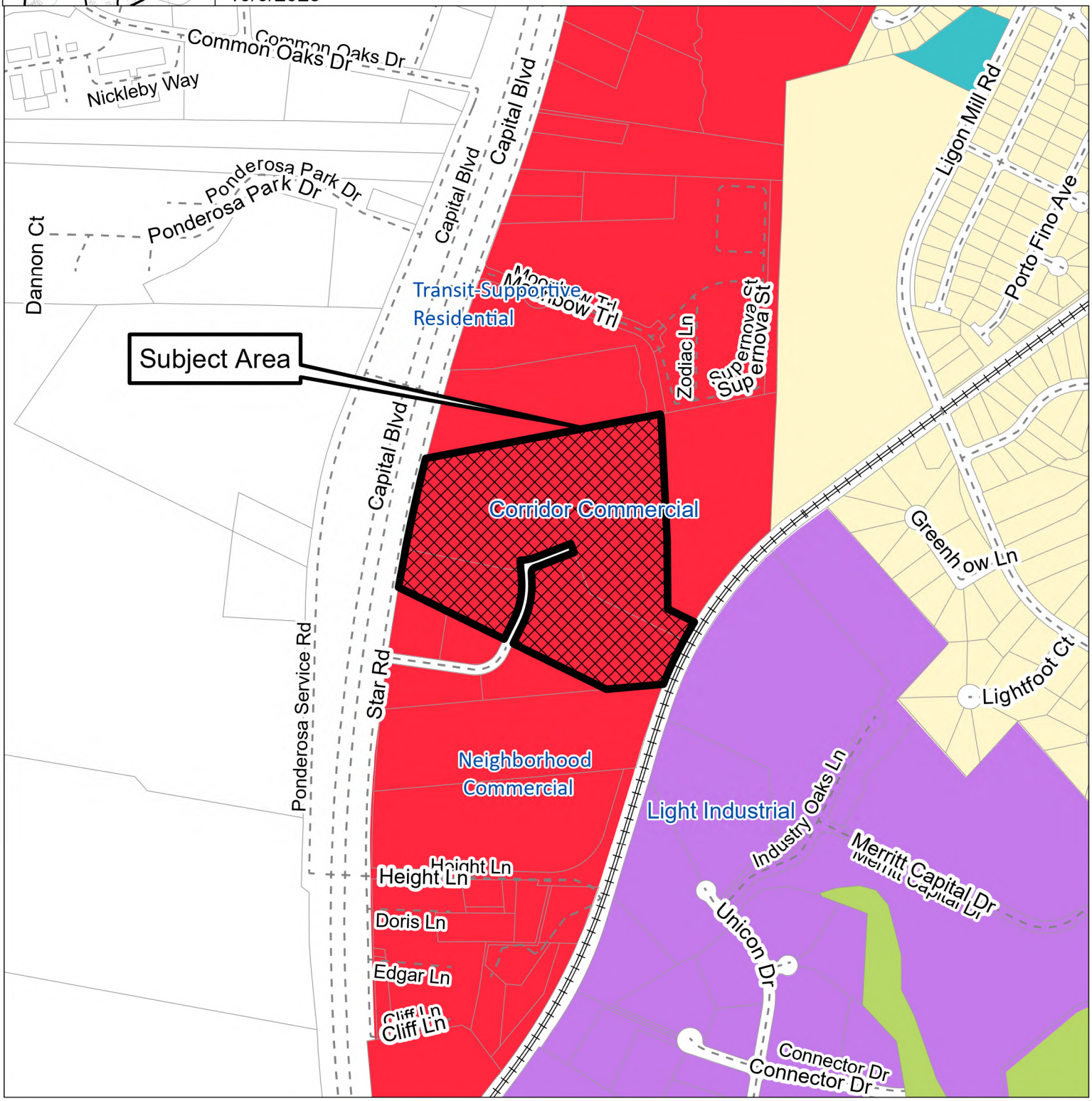
0 500 1,000 1,500 2,000 Feet

Land Use Plan

TOWN of WAKE FOREST

RZ-23-06
Star Road Tech Center Conditional District Rezoning
PINS: 1739653709,1739558441 & 739654232

10/9/2023



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.

0 500 1,000 1,500 2,000 US Feet

TOWN *of*
WAKE FOREST

Report Requirements:

Per NCGS 160D-604, all proposed amendments to the zoning ordinance or zoning map shall have a written report provided from the Planning Board to the Board of Commissioners within 30 days of referral of the amendment to the Planning Board, or the Board of Commissioners may proceed in its consideration of the amendment without the Planning Board report. Furthermore, in no case is the Board of Commissioners bound by the recommendations, if any, of the Planning Board.

Per NCGS 160D-604, the Planning Board shall advise and comment on whether the proposed zoning amendment is consistent with all applicable officially adopted plans, and provide a written recommendation to the Board of Commissioners that addresses plan consistency and other matters as deemed appropriate by the Planning Board, but a comment by the Planning Board that a proposed amendment is inconsistent with the officially adopted plans shall not preclude consideration or approval of the proposed amendment by the Board of Commissioners.

GENERAL INFORMATION

Applicant:	St. John Properties
Owner:	Star Landing LLC
Requested Action:	Rezone 30.35 acres on the Town of Wake Forest Zoning Map from Highway Business (HB) and Special Highway Overlay (SH1-O) to Highway Business Conditional District (HB-CD) and Special Highway Overlay (SH1-O)
Existing Zoning:	Highway Business (HB) and Special Highway Overlay (SH1-O)
Location:	0 Star Road
Size:	30.35 acres
Tax PINs:	1739653709, 1739558441, and 1739654232
Existing Land Use:	Vacant

Applicable Officially Adopted Plans:

The request is generally inconsistent with the relevant policies in the Comprehensive Plan, and denial of the zoning map request is reasonable and in the public interest. See Attachment.

This report reflects the recommendation of the Planning Board, this the 13th day of February 2024.

Introduced by Planning Board member: Adam Redler

Seconded by Planning Board member: Michael Almquist

Attest:

Karin Kuropas, Planning Board Chair

Courtney Tanner, Planning Director

	Community Plan Consistency Grid: RZ 23-02				
	POLICIES FOR AFFORDABLE HOUSING		**YES**	**NO**	**NA**
	AH-1	Implement Affordable Housing Plan			
	POLICIES FOR RESIDENTIAL CHARACTER		**YES**	**NO**	**NA**
	RC-1	Encourage single-family attached and multifamily development to incorporate varied building frontages and rooflines, front porches, front yards, and balconies to provide visual interest and complement the scale and character of surrounding single-family neighborhoods			
	RC-2	Setbacks of infill development should match the existing context as much as possible as uniform setbacks can help foster a pedestrian-friendly environment			
	RC-3	Promote higher density infill and redevelopment within older established neighborhoods to provide greater housing choices while matching the scale and character of existing properties			
	RC-4	Promote higher density housing along key corridors and surrounding activity centers. This includes near areas designated in the Land Use Plan as Commercial Corridor; Neighborhood Commercial; Light Industrial; and Office, Civic, and Institutional			
	RC-5	For larger scale planned subdivisions that provide a mix of housing types, work with private developers to locate lower density housing near existing single-family detached neighborhoods to create appropriate transitions and preserve the character of established neighborhoods			
	RC-6	Consider requiring a minimum percentage of housing types in new neighborhood developments to increase housing diversity and affordability (e.g. at least 20% duplexes/townhomes)			
	RC-7	Review and update the UDO to align with residential character recommendations within this Community Plan			
	POLICIES FOR SENIOR HOUSING		**YES**	**NO**	**NA**
	SH-1	Promote senior housing within a quarter mile of transit stops, Downtown, shopping areas, parks, and recreational facilities			
	SH-2	Encourage smaller lot, single-story housing types for seniors that are ADA accessible			
	SH-3	Encourage age-targeted cooperative housing types for community-oriented senior living, such as co-housing and cottage home courts			
	SH-4	Promote the development of continuing care retirement communities (CCRC), or life plan communities, which offer distinct types of housing and care levels based on a senior's needs			
	SH-5	Encourage developers of age-targeted housing to include amenities attractive to seniors, such as front porches, back patios, walking paths, and outdoor sports facilities, and activated gathering spaces			

Community Plan Consistency Grid: RZ 23-02

		YES	NO	NA
POLICIES FOR COMMERCIAL DEVELOPMENT		**YES**	**NO**	**NA**
CD-1	Enhance established commercial areas by incentivizing redevelopment and/or renovation of existing businesses.			
CD-2	Support small, local businesses within commercial centers to support unique shopping options within Wake Forest			
CD-3	Establish architectural design standards for commercial building facades that promote quality design while allowing for flexibility that encourages creative design			
CD-4	Promote multi-story structures within Commercial Corridor and Neighborhood Commercial areas at appropriate scales that offer residential or office above ground-floor commercial			
CD-5	Encourage pedestrian-oriented shopping environments with sidewalks, attractive storefronts, and buildings facing each other to create a sense of enclosure			
CD-6	Encourage the incorporation of pedestrian/bicyclist/transit-oriented areas in large-scale shopping centers that provide outdoor seating and gathering areas, bicycle parking stations, and access to transit services			
CD-7	Promote cross-access and pedestrian pathways between adjacent parking lots and leading to buildings to promote well-connected, cohesive shopping areas			
CD-8	Encourage the consolidation of commercial driveways onto major streets to reduce traffic conflicts			
CD-9	Require “360 degree architecture” (high quality architecture on all sides of the building as opposed to just the front-facing façade), including well-designed or screened service areas			
CD-10	Encourage businesses to replace existing, non-conforming signage with attractive signage that meets Town standards			
CD-11	Promote outparcel development to improve the character along primary roadways and break up views of large parking lots			
CD-12	Review and update the UDO, including the US 1 Special Highway Overlay (SH1-O) and Dr Calvin Jones Highway Overlay (SH2-O) districts, to align with commercial development recommendations within this Community Plan			
CD-13	Support accessory commercial units (ACUs) that allow the ground floor of residential properties or an accessory structure facing the street to contain a commercial use beneficial to the surrounding neighborhood			
CD-14	Establish block standards for commercial areas to break up large tracts into more human scale pieces with streets or street-like features within the development			
POLICIES FOR MINORITY & WOMEN-OWNED BUSINESSES		**YES**	**NO**	**NA**
MWOB-1	Work with organizations, such as the Chamber and the Black Business Alliance, to expand diversity, equity, and inclusion programs that are supported with grassroots community engagement			
MWOB-2	Explore successful programs for supporting minority and women-owned businesses in surrounding communities to implement in Wake Forest			
MWOB-3	Explore regional, state, and federal grants available for minority and women businesses, such as grants from the National Institute of Economic Development and Carolina Community Impact			
MWOB-4	Support informational sessions and/or provide educational resources to employers on how they can establish equitable work environments and policies within their businesses			
POLICIES FOR SETBACKS		**YES**	**NO**	**NA**
SB-1	Incentivize businesses to situate new buildings at or near the property line to improve walkability, such as by requiring more landscaping if parking lots are located in front of buildings rather than to the rear/side			
SB-2	Promote consistency in setbacks within commercial and residential areas to form desirable continuity in the streetwall, or the facades of buildings facing the street			
SB-3	Encourage outparcel development with 360 architecture to “hold the corner” of commercial corridor development			
SB-4	Ensure adequate setbacks of industrial or other high intensity uses to reduce potential sound or visual impacts on adjacent lower intensity uses			
SB-5	Allow for flexibly in setbacks in Downtown where existing conditions prevent a consistent streetwall, while maintaining a close interface with the street (e.g., utility, landscaping, and/or topography challenges)			

	Community Plan Consistency Grid: RZ 23-02				
	POLICIES FOR PARKING LOTS		**YES**	**NO**	**NA**
	PL-1	For existing front-loaded surface parking lots, encourage property owners to improve their character with perimeter and interior landscaping, and/or decorative walls and fencing			
	PL-2	Require off-street parking to be located to the side or rear of the primary building			
	PL-3	Encourage shared parking agreements where neighboring uses with different peak parking demand times can use the same parking lot, reducing the need for additional parking lots			
	PL-4	Reevaluate minimum parking standards and consider implementing maximum parking standards to reduce excessive requirements			
	PL-5	Monitor parking supply and strategically encourage structured or underground parking in higher density areas if needed, such as in Downtown, TOD, and activity center areas, to reduce the amount of land dedicated to surface parking			
	PL-6	Consider offering incentives for structured parking, such as density bonuses, allowable lot coverage increases, and height limit increases.			
	PL-7	Encourage the integration of structured parking into multifamily buildings to minimize surface parking lots			
	PL-8	Encourage North Carolina Department of Environmental Quality's (NCDEQ) Stormwater Nitrogen and Phosphorus (SNAP) nutrient-reducing practices, such as permeable surfaces, that allow water infiltration in parking lots to improve stormwater drainage and water quality			
	PL-9	Encourage the provision of pedestrian walkways in parking lots to enhance connectivity and safety to businesses			
	POLICIES FOR SCREENING & BUFFERING		**YES**	**NO**	**NA**
	SB-1	Ensure sufficient screening and buffering of industrial and commercial uses next to residential uses to minimize potential adverse impacts, such as in the Unicon Drive area			
	SB-2	Encourage new development to preserve existing wooded areas along the perimeter of sites to provide natural buffering			
	SB-3	Encourage screening of utility, loading, outdoor storage, and trash disposal areas that are visible from the right-of-way and adjacent development			
	SB-4	Promote the use of setbacks for walls and fences that allow for plantings between the property line and the right-of-way and adjacent development			

	Community Plan Consistency Grid: RZ 23-02				
	POLICIES FOR COMMUNITY CHARACTER		**YES**	**NO**	**NA**
	CC-1	Preserve vistas and view corridors that contribute to the economic and aesthetic value of Wake Forest, such as the church steeple at Southeastern Baptist Theological Seminary, S White Street in Downtown, and N Main Street in the Wake Forest Local Historic District			
	CC-2	Curate public outdoor spaces for important monuments and artworks to showcase them as anchors and entry points to neighborhoods			
	CC-3	Leverage historic structures, events, and people to create a sense of place through placemaking and branding			
	CC-4	Ensure new development is contextual to the existing character of the area in terms of scale, massing, setback, fenestration, and design features (porches, storefronts, etc.)			
	CC-5	Encourage developers to incorporate landscaping to beautify neighborhoods and commercial areas, such as landscaped medians and roundabouts.			
	CC-6	Incorporate landscaping and gateway features into public rights-of-way, such as landscaped streetscapes, green infrastructure, and public promenades			
	CC-7	Emphasize quality development along highly visible thoroughfares in the Town to reinforce its positive image			
	CC-8	In accordance with the Land Use Plan, ensure incompatible, high intensity uses are directed away from low intensity residential areas			
	CC-9	Continue to provide quality municipal services for the maintenance and upkeep of neighborhoods, such as street cleaning, snow removal, and trash disposal services			
	CC-10	Work with NCDOT to identify areas for roadway enhancements			
	CC-11	Refer to the Public Art Vision Plan for guidance when public art is being proposed in private development			
	CC-12	Work with developers to improve the character of retaining walls, such as by incorporating public art or tiering the walls to reduce their visual impact			
	POLICIES FOR UTILITY LINES		**YES**	**NO**	**NA**
	UL-1	Create a master plan for burying utility lines with community involvement to identify priority areas for conversion			
	UL-2	Ensure major Town entrances and gateway corridors and highly visible, pedestrian-oriented areas are prioritized for conversion			
	UL-3	Consider trenching utilities as capital improvements are made in the right-of-way for all areas of the Town			
	UL-4	Investigate partnering with private developers to install conduit for fiber and/or burying utility lines in priority conversion areas			
	UL-5	Explore partnerships with private developers for boring and burying additional conduit along main roadways			
	UL-6	Consider and install conduit with greenway project construction.			

	Community Plan Consistency Grid: RZ 23-02				
	POLICIES FOR HISTORIC PRESERVATION		**YES**	**NO**	**NA**
	HP-1	Work with the Historic Preservation Commission (HPC) and the Planning Department to continue to implement the 2019 Historic Property Handbook and Design Standards and continue to preserve existing and new historic landmarks			
	HP-2	Continue to enforce the Historic Preservation Ordinance for the Wake Forest Local Historic District and local historic landmarks			
	HP-3	Promote State and Federal Tax Incentives for qualified rehabilitation projects for properties listed individually or as contributing historic properties in the National Register of Historic Places			
	HP-4	Ensure development surrounding and within historic districts is sensitive to the historic context of the neighborhood			
	HP-5	Encourage adaptive reuse, restoration, and repurposing of historic structures to preserve Wake Forest's history			
	HP-6	Continue to enforce the Demolition of Historic Structures Ordinance for the protection of all historic properties in Wake Forest			
	HP-7	Investigate the adoption of new local historic districts or character historic overlay districts to preserve Wake Forest's historic character			
	POLICIES FOR COMMUNITY FACILITIES		**YES**	**NO**	**NA**
	CF-1	Expand Town facilities concurrently with new growth			
	CF-2	Annually review the Town's Work Management Plan, Staffing, and Budget section to reflect current needs and priorities			
	CF-3	Work with the Wake Forest Parks, Recreation, and Cultural Resources Department to identify strategies to close gaps in park service areas, such as west of Capital Boulevard and the southern and eastern portion of Town			
	CF-4	Work with the Wake Forest Parks, Recreation, and Cultural Resources Department to expand equity in the quality of public park facilities and programming			
	CF-5	Explore green infrastructure options that also beautify spaces, like bioswales and planters			
	CF-6	Continue to work with regional educational entities to provide support as they seek new facility locations or expansion with growth			
	CF-7	Coordinate with regional educational entities to ensure increased equity in educational facilities across the community			
	CF-8	Coordinate with the Police and Fire Departments to ensure response times are sufficient for all areas of town with growth			
	CF-9	Consider emerging best practices for community safety, such as mental health crisis response teams			
	CF-10	Promote and incorporate sustainable building practices into community facilities, setting a precedent for private developers to implement			
	CF-11	Coordinate with regional healthcare providers to explore opportunities to locate a full service hospital or regional medical facilities in the Town			
	CF-12	Evaluate existing streets and explore UDO updates to address traffic congestion, traffic speed, reduce collisions, and improve safety conditions for all modes of transporation			
	CF-13	Regularly update the Town Pavement Management System program			

	Community Plan Consistency Grid: RZ 23-02				
	POLICIES FOR PUBLIC TRANSIT		**YES**	**NO**	**NA**
	PT-1	Continue to work with transit partners to consider more frequent service and route network expansions to key locations to improve rider experience and attract more usage of mass transit			
	PT-2	Coordinate with property owners, private developers, and transit partners to set aside land for transit stops at appropriate locations. The Town should obtain a transit easement for these locations and construct and maintain quality bus shelter infrastructure			
	PT-3	Work with GoRaleigh and GoTriangle to construct smart bus shelters, or sustainable shelters that incorporate elements like interactive screens with live timetables, smart lighting, solar panels, and bike lock stations			
	PT-4	Explore incorporating public art into bus shelters			
	PT-5	Continue to evaluate and coordinate Park and Ride locations with transit partners			
	PT-6	Explore best long term transit options such as fixed or microtransit			
	POLICIES FOR CAPITAL BOULEVARD		**YES**	**NO**	**NA**
	CB-1	Continue to work closely with NCDOT to implement the project and promote commercial growth in accordance with the Land Use Plan			
	CB-2	Continue advocating for improvements along the corridor to assist in improving the quality of life for Wake Forest residents, businesses, and property owners			
	POLICIES FOR STREET CONNECTIVITY		**YES**	**NO**	**NA**
	SC-1	Promote short blocks of less than 600 linear feet between intersections of local roads to improve walkability			
	SC-2	Avoid dead-ends, cul-de-sacs, and T-intersections in places where four-way intersections can be aligned			
	SC-3	Study the appropriateness of traffic circles at four-way intersections to ease congestion and improve safety			
	POLICIES FOR SIDEWALKS & MULTI-USE PATHS		**YES**	**NO**	**NA**
	SP-1	Update the CTP to include an inventory of sidewalks in addition to multi-use paths and establish project priorities, private-public funding, and time frames for closing gaps in the network			
	SP-2	Update the CTP to identify priority areas for high visibility crosswalks, bulb outs, refuge islands, rectangular rapid flashing beacons, and other pedestrian improvements			
	SP-3	Work with Public Works to identify crosswalk ramps that are not ADA compliant and prioritize upgrades			
	SP-4	In coordination with roadway improvements, upgrade aging sidewalks or install new sidewalks if none exist			
	SP-5	Promote sidewalk, multi-use path, or trail connectivity between residential subdivisions and nonresidential development to improve pedestrian and bicycle connectivity			
	SP-6	Continue to ensure all new residential development provides sidewalks on both sides of the street			
	SP-7	Encourage multi-use paths to be provided along the main road in developments			
	SP-8	Ensure multifamily and commercial developments include strong pedestrian networks within and between their sites			

	Community Plan Consistency Grid: RZ 23-02				
	POLICIES FOR BIKEWAYS, GREENWAYS & TRAILS		**YES**	**NO**	**NA**
	BGT-1	Identify trail head locations as the greenway and trail network continues to expand			
	BGT-2	Explore opportunities along greenways to add amenities (i.e. water fountains, seating /rest areas, pocket parks, public art, and fix it stations) and programming with the Parks, Recreation, and Cultural Resources Department or other organizations like StoryWalks			
	BGT-3	Encourage development along greenways to incorporate greenway access into the site, particularly for uses attractive to trail users (i.e. restaurant, cafes, and bars)			
	POLICIES FOR LOCAL FOOD SYSTEMS		**YES**	**NO**	**NA**
	LFS-1	Continue to support the Northern Community Food Security Team and together explore other locations for community food hubs within the Town			
	LFS-2	Partner with local food cooperatives and regional food networks, such as the Capital Area Food Network, to address food insecurity in the community			
	LFS-3	Encourage regenerative practices, such as use of organic fertilizers, crop rotation, and crop variation for healthy soil			
	LFS-4	Conduct a meal gap survey to better assess the immediate and long term needs in the community			
	LFS-5	Evaluate the economic impact of local food systems in the community to encourage localized marketplaces for food producers			
	LFS-6	Explore updates to the UDO that would promote urban agriculture and repurposing of vacant or underutilized lots for such uses			
	POLICIES FOR CONSERVATION DESIGN		**YES**	**NO**	**NA**
	CD-1	Encourage conservation design in the UDO's subdivision development regulations, particularly for areas within watershed protection areas			
	CD-2	Explore incentives for promoting conservation design, such as density bonuses to allow for comparable number of housing units but greater preserved green space within the site			
	CD-3	Encourage developers to enhance preserved green spaces as accessible amenities for residents, such as trails and outdoor seating			
	POLICIES FOR GREEN SPACE PRESERVATION		**YES**	**NO**	**NA**
	GSP-1	Prioritize higher density redevelopment and infill development within already developed areas to avoid premature development in long term growth areas and reduce greenfield development			
	GSP-2	Work with private developers to preserve significant natural assets within sites, such as streams, steep slopes, unique geological formations, wetlands, and mature stands of trees, which can be incorporated as development amenities			
	GSP-3	Continue to identify and strategically acquire environmentally sensitive land to preserve as dedicated conservation areas and publicly accessible open space			
	GSP-4	Explore incentives to promote conservation design in future development, such as density bonuses, to promote clusters of taller structures that preserve natural areas of the site			
	GSP-5	Explore strategies to further promote green space preservation within the updated UDO, such as increasing set aside requirements, and evaluate what is credited as open space			
	GSP-6	Explore strategies to further protect wildlife and environmentally sensitive areas in the UDO			

	Community Plan Consistency Grid: RZ 23-02				
	POLICIES FOR TREE CANOPY		**YES**	**NO**	**NA**
	TC-1	Continue to support the Town in administering the Urban Forestry Program and planting, preserving, and maintaining trees on public properties and rights-of-way			
	TC-2	Explore updates to the UDO that could further promote tree preservation and replacement in new developments			
	TC-3	Review existing incentives and consider additional incentives for private developers to promote tree preservation above what is required by the UDO			
	TC-4	Explore ways to increase the number of trees required in parking lots during the update to the UDO, such as requiring an island every 20 parking spaces or decreasing the minimum distance a parking space can be from a tree			
	TC-5	Ensure public and private tree plantings and xeriscaping are made up of native plant species that are adapted to local environmental conditions and require less irrigation			
	TC-6	Coordinate efforts to influence State regulations related to the expansion of tree preservation standards			
	POLICIES FOR SUSTAINABLE DEVELOPMENT		**YES**	**NO**	**NA**
	SD-1	Encourage private developers to incorporate green building, LID, and green infrastructure practices in future developments			
	SD-2	Incorporate green infrastructure into public streetscapes, prioritizing pedestrian-oriented areas like Downtown, TOD, and Neighborhood Commercial areas			
	SD-3	Continue to incorporate sustainable design best practices into Town-owned infrastructure and community facilities, striving to incorporate LEED practices into future facilities			
	SD-4	Use the Environmental Protection Agency's (EPA) "Revising Local Codes to Facilitate Low Impact Development" guide to help identify regulations within the UDO that discourage LID practices			
	SD-5	Evaluate potential rainwater collection programs and composting programs			
	SD-6	Explore an incentive program to encourage development to provide stormwater when lots are exempt from stormwater requirements			
	SD-7	Update the Manual of Specifications, Standards and Design to reference green infrastructure design			
	SD-8	Explore decommissioned rights-of-way as potential stormwater routes			
	SD-9	Support the use of attractive, safe, and sustainable street furniture and infrastructure, such as solar streetlights, and LED traffic lights			
	SD-10	Expand the electric vehicle (EV) charging network by requiring the installation of charging stations, or the infrastructure needed to accommodate future charging stations, in all new parking lots, especially parking lots of multifamily and large scale developments, and increasing supply of public charging stations			
	SD-11	Promote adaptive reuse over redevelopment for structures that are structurally sound, feature desirable built form, and/or are historically significant. This includes creating an online inventory of buildings available for adaptive reuse			
	SD-12	Investigate developing a solar energy ordinance and enrolling in the SolSmart program, a national designation program funded by the US Department of Energy charged with making solar power faster, easier, and more affordable			
	SD-13	Explore ways to incentivize renewable energy and passive solar design in the Town's development standards. SolSmart's Solar Energy Toolkit can be used as resource for better promoting solar panels within the code			
	SD-14	Continue partnership with Raleigh to encourage homeowners to incorporate practices for water conservation			

	Community Plan Consistency Grid: RZ 23-02				
	POLICIES FOR TOURISM		**YES**	**NO**	**NA**
	T-1	Grow the Town's art community and reputation as a regional arts destination with a Downtown focus			
	T-2	Explore the potential of constructing a recreational destination facility with a regional draw			
	T-3	Develop annual Tourism Economic Impact Reports to help quantify progress made in Wake Forest's tourism sector and identify trends, issues, and opportunities that can help Town staff prioritize future investments			
	T-4	Support the Wake Forest Area Chamber to create and market a local visitor's center as a public resource hub for the Town's attractions, events, and businesses for visitors			
	T-5	Leverage Wake County's Room Occupancy Tax to build, finance, and create new establishments or run events related to tourism, allowing the Town to capitalize on its success in drawing hotel occupants			
	T-6	Create a community-wide wayfinding plan to improve sense of place and signage that directs visitors and residents to Town destinations			
	T-7	Continue to support Wake Forest Downtown Inc. (a Main Street America accredited program) in meeting the National Accreditation Standards of Performance as outlined by the National Main Street Center			
	T-8	Continue to participate in the NC Main to Main Trail program, a network that connects the State's Main Street America communities, and leverage this designation in the Town's marketing strategy			
	T-9	Investigate hiring consultants to provide a comprehensive evaluation of Town events and provide recommendations for improved programs			
	T-10	Explore the creation of a social district, where customers can carry and consume food and drinks purchased from businesses outside in a designated zone			
	POLICIES FOR GATEWAYS		**YES**	**NO**	**NA**
	GW-1	Create a Gateway Plan to identify and prioritize sites for gateway features and establish design standards. Ensure the Plan works in synergy with the Town's Wayfinding Plan.			
	GW-2	Improve roadway infrastructure along key gateway routes to enhance their character and multimodal connectivity.			
	POLICIES FOR DOWNTOWN WAKE FOREST		**YES**	**NO**	**NA**
	DWF-1	Evaluate existing zoning regulations around density in appropriate locations to balance Downtown's development potential with preserving its historic character			
	DWF-2	Identify strategies to fill vacant buildings Downtown that promote an entrepreneurial and small-business culture			
	DWF-3	Identify strategies to attract families and younger populations to Downtown with inviting public spaces, entertainment, and destinations for all ages			
	DWF-4	Provide guidelines for how buildings should be orientated to support pedestrian-friendly environments			
	DWF-5	Reassess parking demand and supply with consideration for a new parking garage(s) to minimize surface parking lots			
	DWF-6	Identify strategies to create an "experience-based" Downtown retail environment with unique local businesses and a pedestrian-oriented environment			
	DWF-7	Reassess strategies to improve gateways and wayfinding to and within Downtown to better direct people and create a distinct sense of place			
	DWF-8	Identify opportunities for Downtown events and public gathering spaces to bring the community together, such as live outdoor events and festivals			

RAMEY KEMP ASSOCIATES

TOGETHER WE ARE LIMITLESS

Star Road Development

Traffic Impact Analysis - Update

Wake Forest, North Carolina

rameykemp.com

TRAFFIC IMPACT ANALYSIS

FOR

STAR ROAD DEVELOPMENT - UPDATE

LOCATED

IN

WAKE FOREST, NC

Prepared For:
St. John Properties
8601 Six Forks Road, Suite 400
Raleigh, NC 27615

NORTH CAROLINA PROFESSIONAL SEAL 054543 ENGINEER DYRON D. CARPENTER

9/12/23

Prepared By:
Infrastructure Consulting Services, Inc.
dba
Ramey Kemp Associates
5808 Faringdon Place
Raleigh, NC 27609
License #F-1489

SEPTEMBER 2023

RKA Project No. 23025

Prepared By: CDS, VT

Reviewed By: DC

TRAFFIC IMPACT ANALYSIS
STAR ROAD DEVELOPMENT
WAKE FOREST, NORTH CAROLINA

EXECUTIVE SUMMARY

1. Development Overview

A Traffic Impact Analysis (TIA) was conducted for the proposed Star Road development in accordance with the Wake Forest (Town) Unified Development Ordinance (UDO) and North Carolina Department of Transportation (NCDOT) capacity analysis guidelines. The proposed development is to be located east of Star Road and north of Via Fortunata Plaza in Wake Forest, North Carolina. The proposed development, anticipated to be completed in 2027, is assumed to consist of the following uses:

- 119,100 square feet (s.f.) General Light Industrial
- 93 student Daycare Center
- 25,600 s.f. General Office
- 20,150 s.f. Strip Retail Plaza

Site access is proposed via one full-movement driveway along Star Road.

2. Existing Traffic Conditions

The study area for the TIA was determined through coordination with the Town and NCDOT and consists of the following existing intersections:

- S Main Street and Star Road
- Capital Boulevard and Star Road Connector / Ponderosa Service Road
- Star Road and Star Road Connector
- Capital Boulevard and Height Lane / Montys Lane
- Height Lane and Star Road

Existing peak hour traffic volumes were determined based on traffic counts conducted at the study intersection listed below, in April of 2023 during weekday AM (7:00 AM – 9:00 AM) and PM (2:00 PM – 6:00 PM) peak periods:

- S Main Street and Star Road
- Capital Boulevard and Star Road Connector / Ponderosa Service Road
- Star Road and Star Road Connector
- Capital Boulevard and Height Lane / Montys Lane
- Height Lane and Star Road

Traffic volumes were balanced between intersections where appropriate.

3. Site Trip Generation

The proposed development is assumed to consist of the land uses found below:

- 119,100 square feet (s.f.) General Light Industrial
- 93 student Daycare Center
- 25,600 s.f. General Office
- 20,150 s.f. Strip Retail Plaza

Average weekday daily, AM peak hour, and PM peak hour trips for the proposed development were estimated using methodology contained within the ITE Trip Generation Manual, 11th Edition. Table E-1, on the following page, provides a summary of the trip generation potential for the site.

Table E-1: Site Trip Generation

Land Use (ITE Code)	Intensity	Daily Traffic (vpd)	Weekday AM Peak Hour Trips (vph)		Weekday PM Peak Hour Trips (vph)	
			Enter	Exit	Enter	Exit
Light Industrial (110)	119,100 s.f.	500	75	10	6	40
Daycare Center (565)	93 Students	378	37	33	32	37
General Office (710)	25,600 s.f.	356	46	6	9	45
Strip Retail Plaza (822)	20,150 s.f.	1,100	29	19	66	67
Total Trips		**2,334**	**187**	**68**	**113**	**189**
*Internal Capture (3% AM & 1% PM)**			*-7*	*-1*	*-0*	*-3*
Total External Trips			**180**	**67**	**113**	**186**
Pass-By Trips: Daycare Center (44% PM)			--	--	*-15*	*-15*
Pass-By Trips: Strip Retail Plaza (29% PM)			--	--	*-19*	*-19*
Total Primary Trips			**180**	**67**	**79**	**152**

*Utilizing methodology contained in the NCHRP Report 684.

4. Future Traffic Conditions

Through coordination with the Town and NCDOT, it was determined that an annual growth rate of 3% would be used to generate 2027 projected weekday AM and PM peak hour traffic volumes. The Hawthorne Development was identified as an adjacent development to be considered under future conditions.

The study analyzes traffic conditions during the weekday AM and PM peak hours for the following scenarios:

- 2023 Existing Traffic Conditions
- 2027 No-Build Traffic Conditions
- 2027 Build Traffic Conditions
- 2027 Build Traffic Conditions with Improvements

5. Recommendations

Based on the findings of this study, specific geometric and traffic control improvements have been identified at study intersections. The improvements are summarized below and are illustrated in Figure E-1.

Improvements by others

Capital Boulevard and Height Lane / Montys Lane

- Extend the existing southbound left-turn lane to 500 feet of full width storage.

Recommended Improvements by the Star Road Development

Capital Boulevard and Star Road Connector

- Install signal at the western side of the existing reduced conflict intersection (Capital Boulevard and Star Road Connector). Coordinate with NCDOT to develop a coordination and timing plan for all signals along Capital Boulevard.

Capital Boulevard and Height Lane / Montys Lane

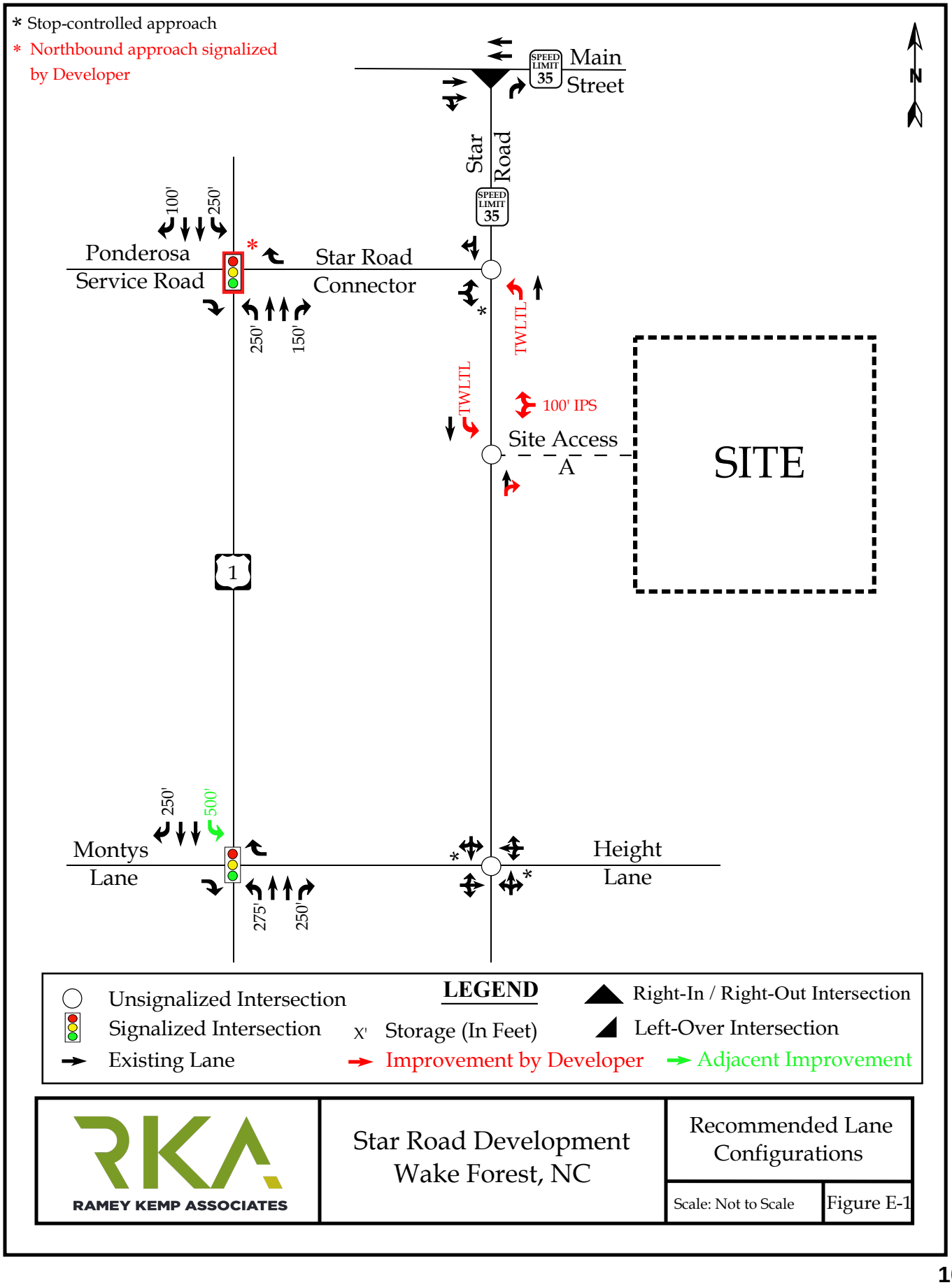
- Modify signal timings to allow more green time for minor street approach.

Star Road and Star Road Connector

- Provide a two-way left-turn lane (TWLTL) for northbound approach, extending to southbound approach of Site Access A. (~600 feet)

Star Road and Site Access A

- Construct the westbound approach as a full movement intersection with one ingress lane and one egress lane.
- Provide southbound TWLTL that extends to Star Road and Star Road Connector intersection. (~600 feet)
- Provide stop-control for westbound approach.
- Provide an internal protected stem (IPS) of at least 100 feet for westbound approach.



RAMEY KEMP ASSOCIATES

Star Road Development
Wake Forest, NC

Recommended Lane Configurations

Scale: Not to Scale

Figure E-1

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

Roy Cooper
Governor

J. Eric Boyette
Secretary

September 27, 2023

Star Road Development

Traffic Impact Analysis Review Report

Congestion Management Section

TIA Project: SC-2021-080R2
Division: 5
County: Wake

Nicholas C. Lineberger, P.E. Regional Engineer
Madonna Saleh, Design Engineer

Mailing Address:
NC DEPARTMENT OF TRANSPORTATION
OFFICE OF THE CHIEF ENGINEER
1536 MAIL SERVICE CENTER
RALEIGH, NC 27699-1536

Telephone 919-707-2500
Fax: 919-733-9428
Customer Service: 1-877-368-4968

Website: www.ncdot.gov

Location:
1 SOUTH WILMINGTON STREET
RALEIGH, NC 27601

Star Road Development		
SC-2021-080R2	Wake Forest	Wake County

Per your request, the Congestion Management Section (CMS) of the Transportation Mobility and Safety Division has completed a review of the subject site. The comments and recommendations contained in this review are based on data for background conditions presented in the Traffic Impact Analysis (TIA) and are subject to the approval of the local District Engineer's Office and appropriate local authorities.

Date Initially Received by CMS	09/13/23	Date of Site Plan	08/21/23
Date of Complete Information	09/13/23	Date of Sealed TIA	09/12/23

Proposed Development

The TIA assumes the development is completed by 2027 and consists of the following:

Land Use	Land Use Code	Size
General Light Industrial	110	119,100 sq.ft.
Day Care Center	565	93 Students
General Office Building	710	25,600 sq.ft.
Strip Retail Plaza (<40k)	822	20,150 sq.ft.

Trip Generation - Unadjusted Volumes During a Typical Weekday			
	IN	**OUT**	**TOTAL**
AM Peak Hour	187	68	255
PM Peak Hour	113	189	302
Daily Trips			2,334

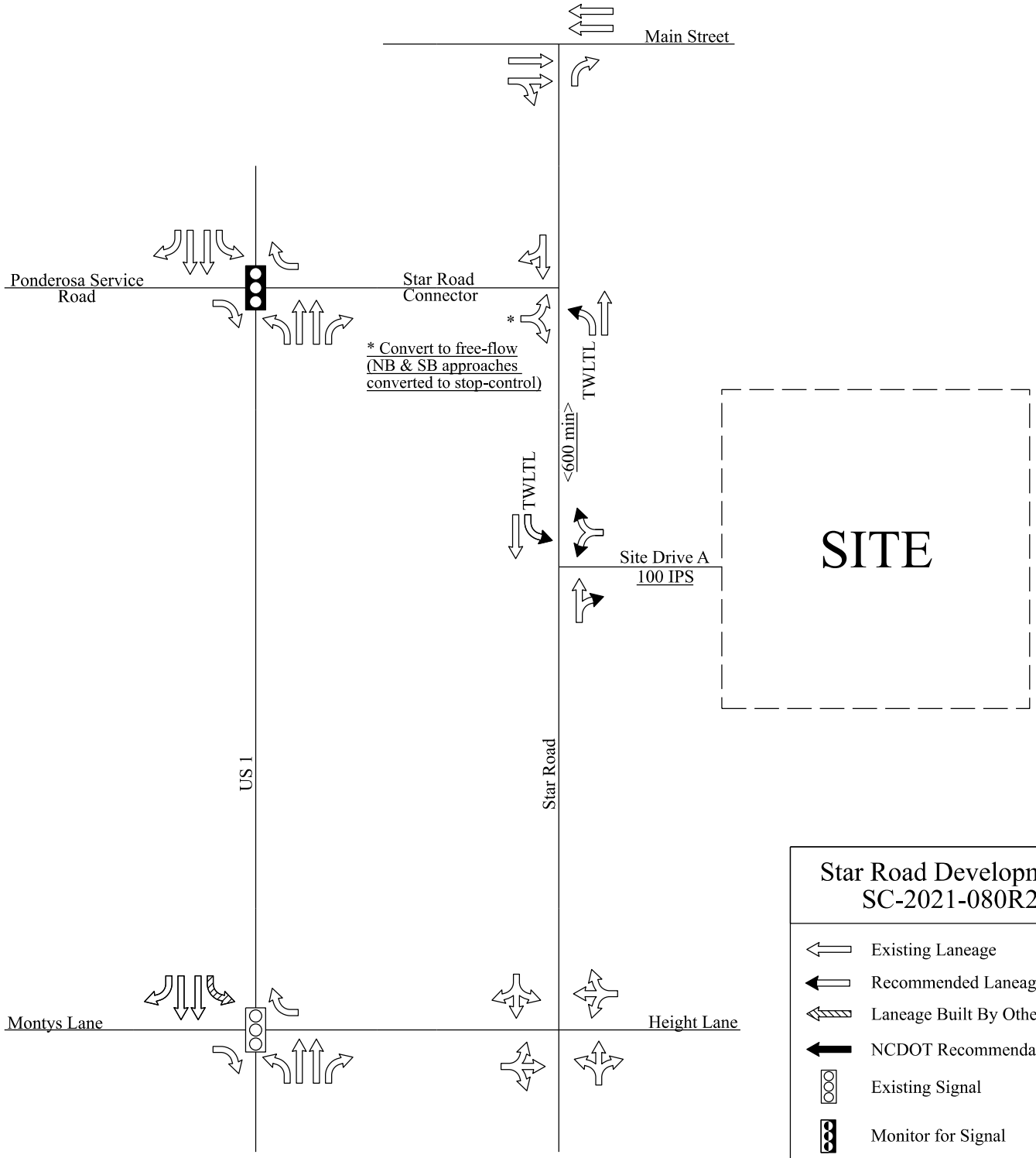
General Reference

For reference to various documents applicable to this review please reference the following link: ***https://connect.ncdot.gov/resources/safety/Pages/Congestion-Management.aspx***

Once the driveway permit has been approved and issued, a copy of the final driveway permit requirements should be forwarded to this office. If we can provide further assistance, please contact the Congestion Management Section.

Signalization

We defer to the District Engineer, the Division Traffic Engineer, and the Regional Traffic Engineer for final decisions regarding signalization.



Star Road Development
SC-2021-080R2

Existing Laneage
Recommended Laneage
Laneage Built By Others
NCDOT Recommendation
Existing Signal
Monitor for Signal
Developer Proposed Signal
XXX Storage
XXX NCDOT Recommended Storage
<XXX> Distance Between Intersections
IPS Internal Protected Stem
All Distances in Feet
Drawing Not to Scale

From: Reidy, Patrick
To: Farr, Terry E; Nicholson, Jacob P; Palermo, Elisabeth
Cc: Glass, Chris; Nolfo, Matthew J; Currin, Jennifer
Subject: RE: [External] Star Rd. Technology Center
Date: Monday, December 4, 2023 8:49:36 AM
Attachments: image001.png
image002.png
image003.png
image004.png
image005.png
image006.png
image007.png
townlogoemail_5539183b-0da4-4043-9c73-07de5dbbb2f8.png
facebook_b2dd47ff-b525-412c-bfe8-a5aad35c6135.png
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instagram_2d31c576-710b-4ab9-97eb-aef8ac7d2d21.png
linkedin_1c34b13b-4980-47a2-b625-4e056d4f8a38.png

Terry,

Thank you for that confirmation.

TOWN of WAKE FOREST

Patrick Reidy, AICP, CZO
Senior Planner - Development Services
PLANNING

Office: 919-435-9510 | **Direct:** 919-435-9515 | **Mobile:** 919-761-3105
301 S. Brooks Street | Wake Forest, NC 27587
wakeforestnc.gov

Where Innovation Meets Opportunity

Correspondence to and from this E-mail address may be subject to the North Carolina Public Records Law (NCGS Chapter 132) and may be disclosed to third parties.

From: Farr, Terry E <tefarr@ncdot.gov>
Sent: Friday, December 1, 2023 4:30 PM
To: Reidy, Patrick <preidy@wakeforestnc.gov>; Nicholson, Jacob P <jpnicholson@ncdot.gov>; Palermo, Elisabeth <epalermo@wakeforestnc.gov>
Cc: Glass, Chris <cglass@wakeforestnc.gov>; Nolfo, Matthew J <mjnolfo@ncdot.gov>
Subject: RE: [External] Star Rd. Technology Center

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. Please use the **Phish Alert Button** to submit any suspicious emails for review.

We have been in contact with the developer and have provided them responses that mirror your concern. We are shifting Star Rd to the East a bit in that location and our service road conflicts with their development. They will either need to use our design and redesign something that would work with the U-5307 project or risk impact to the buildings once we get into design. No guarantee for design minimization can be given. All their pdf shows is our design overlaid on their development, solidifying that there is a conflict.

Thanks,

Terry E. Farr, PE
Senior Project Manager, Project Management Unit
North Carolina Department of Transportation

919 707 6017 Office
tefarr@ncdot.gov

1000 Birch Ridge Drive (Delivery)
Raleigh, NC 27610

1582 Mail Service Center (Mail)
Raleigh, NC 27699-1582

Email correspondence to and from this address is subject to the North Carolina Public Records Law and may be disclosed to third parties.

From: Nicholson, Jacob P <jpnicholson@ncdot.gov>
Sent: Friday, December 1, 2023 3:29 PM
To: Palermo, Elisabeth <epalermo@wakeforestnc.gov>
Cc: Glass, Chris <cglass@wakeforestnc.gov>; Nolfo, Matthew J <mjnolfo@ncdot.gov>; Farr, Terry E <tefarr@ncdot.gov>
Subject: RE: [External] Star Rd. Technology Center

Liz,

I will defer to Terry Farr (cc'd) on this one as I have had limited involvement on this development and U-5307.

Terry,

Please take a look at Liz's email below and provide feedback. I've attached the exhibit referenced below.

Thanks,

Jacob Nicholson
Assistant District Engineer
Wake County District Office (Division 5 District 1)
North Carolina Department of Transportation

jpnicholson@ncdot.gov
Office Number: (919) 814 – 6115

Physical Address
4009 District Drive
Raleigh, NC 27607

Mailing Address
1575 Mail Service Center
Raleigh, NC 27699-1575

Email correspondence to and from this sender is subject to the N.C. Public Records Law and may be disclosed to third parties.

From: Palermo, Elisabeth <epalermo@wakeforestnc.gov>
Sent: Friday, December 1, 2023 9:01 AM
To: Nicholson, Jacob P <jpnicholson@ncdot.gov>
Cc: Glass, Chris <cglass@wakeforestnc.gov>

Subject: [External] Star Rd. Technology Center

CAUTION: External email. Do not click links or open attachments unless verified. Report suspicious emails with the Report Message button located on your Outlook menu bar on the Home tab.

Mr. Nicholson,

I asked the Star Rd Developer to submit and exhibit showing an overlay of the U-5307 project so we could see how it will impact the project. You approved as noted last time so the review would not have gone to you. The exhibit is not very clear, but it appears to me that the drive through will be in the construction/utility easement and the building appears to be very near the edge of the easement. I had to use an electric scale on printed drawings (scale 1"=200ft) so I might be wrong. The easement line is not on the submitted exhibit. I used a printed copy of the NCDOT recommended U-5307 drawings to determine the depth of the easement compared to the property line. The link should take you to the IDT project page. The exhibit is under submittal 5 and has U-5307 overlay in the title. Would you mind taking a look at it and letting me know if you have any comments or concerns or even if there is anything else you would like to see labelled in the exhibit?

Thank you for your help,

Liz Palermo

TOWN of WAKE FOREST

Elisabeth Palermo
Engineering Technician Assistant
ENGINEERING

Office: 919-435-9510 | **Direct:** 919-435-9441
301 S. Brooks Street | Wake Forest, NC 27587
wakeforestnc.gov

Where Innovation Meets Opportunity

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US 1 Improvements
STIP. No. U-5307, Wake County

MEETING SUMMARY

Project Number: STIP Project U-5307
(US 1 Improvements, Wake County)

Meeting Details: Wake Forest Exchange
Century Center
April 1, 2024, 10:00 - 11:00 AM

ATTENDEES:

Name	Representing	Email/Phone
Terry Farr	NCDOT PMU	tefarr@ncdot.gov
Joel Perlin	NCDOT PMU	jpperlin@ncdot.gov
Katrina Feltes	NCDOT PMU	kmfeltes@ncdot.gov
Jaboc Nicholson	NCDOT Division 5, Wake District	mjnolfo@ncdot.gov
Montel Sparrow	NCDOT Division 5, Wake District	Mvsparrow@ncdot.gov
Tracy Parrott (via Teams)	NCDOT Division 5	tnparrott@ncdot.gov
Patrick Reidy	Town of Wake Forest	preidy@wakeforestnc.gov
Jennifer Currin	Town of Wake Forest	jcurrin@wakeforestnc.gov
Jason Cannon	Town of Wake Forest	jcannon@wakeforestnc.gov
Dustin Atkielski	St John Properties	DAtkielski@sjpi.com
Jon Frazier	FLM Engineering	cmassey@flmengineering.com
Charles Cox	RS&H	charles.cox@rsandh.com
Sean Kortovich	RS&H	Sean.kortovich@rsandh.com

MEETING PURPOSE

The purpose of this meeting is to discuss the planned mixed-use development known as Wake Forest Exchange. The Town of Wake Forest (TOWF) is reviewing plans for this development and wanted to be sure it can accommodate the U-5307 project.

MEETING SUMMARY

- There has been previous coordination with NCDOT on this development. The developer (St John Properties) has submitted a master site plan to Town of Wake Forest. The developer is concerned with how the relocation of Star Road will impact their front buildings.
- The proposed front building includes a drive-through on the side of the building that faces Star Road.
- The conceptual plans (shown at this meeting) detailed the developer's attempt to accommodate the relocation of Star Road.
    - A retaining wall may be required, as the terrain drops pretty quickly.

  - The design ties to current conditions but considers the future relocation of Star Road.
  - A left-turn lane on Star Road is proposed to allow traffic to access US 1/Capital Boulevard northbound, then be able to make a u-turn to head south on US 1.
  - The developer is trying to get a rezoning effort. He wanted to see if the frontage proposal is viable before spending any more money.
- The City of Raleigh building is even closer to the road than the Wake Forest Exchange buildings.
- When the Hawthorne Development (north of this site) was approved, TOWF staff believe that it may have predated the current ordinance and did not account for U-5307.
- Comments on the design:
  - District Office is concerned that the proposed turn-around on US 1 is too tight. They are concerned from safety and capacity potential issue. The District would like to see the actual design before approving access. The developer needs to use the turning template, WB-67.
  - The design will need to include some drainage improvements to Star Road.
  - The retaining wall is added to keep the drive-through. The developer realizes the drive-through may be compromised.
  - TOWF (Jennifer) is concerned with not showing the public hearing map easement on the proposed design.
    - TOWF will talk internally to determine how they want the U-5307 project to show on the design.
    - PMU (Terry) wasn't as concerned since the developer was showing some minimization. He feels that this is a viable design.
  - If a left-turn lane is not needed on Star Road, this might help with the distance between Star Road and the proposed development. NCDOT District Office would need to weigh in on this.
  - Adding curb/gutter, need to include the drainage, will coordinate with NCDOT.
  - As the development moves into more final design, slope stakes will be needed to ensure that the drainage between Star Rd. and US 1 will work or that a viable option is feasible.
  - TOWF (Jason) asked if NCDOT was making more design changes.
    - The public hearing maps will not be changed, and design will not proceed until the project has finished going through re-prioritization

NEXT STEPS

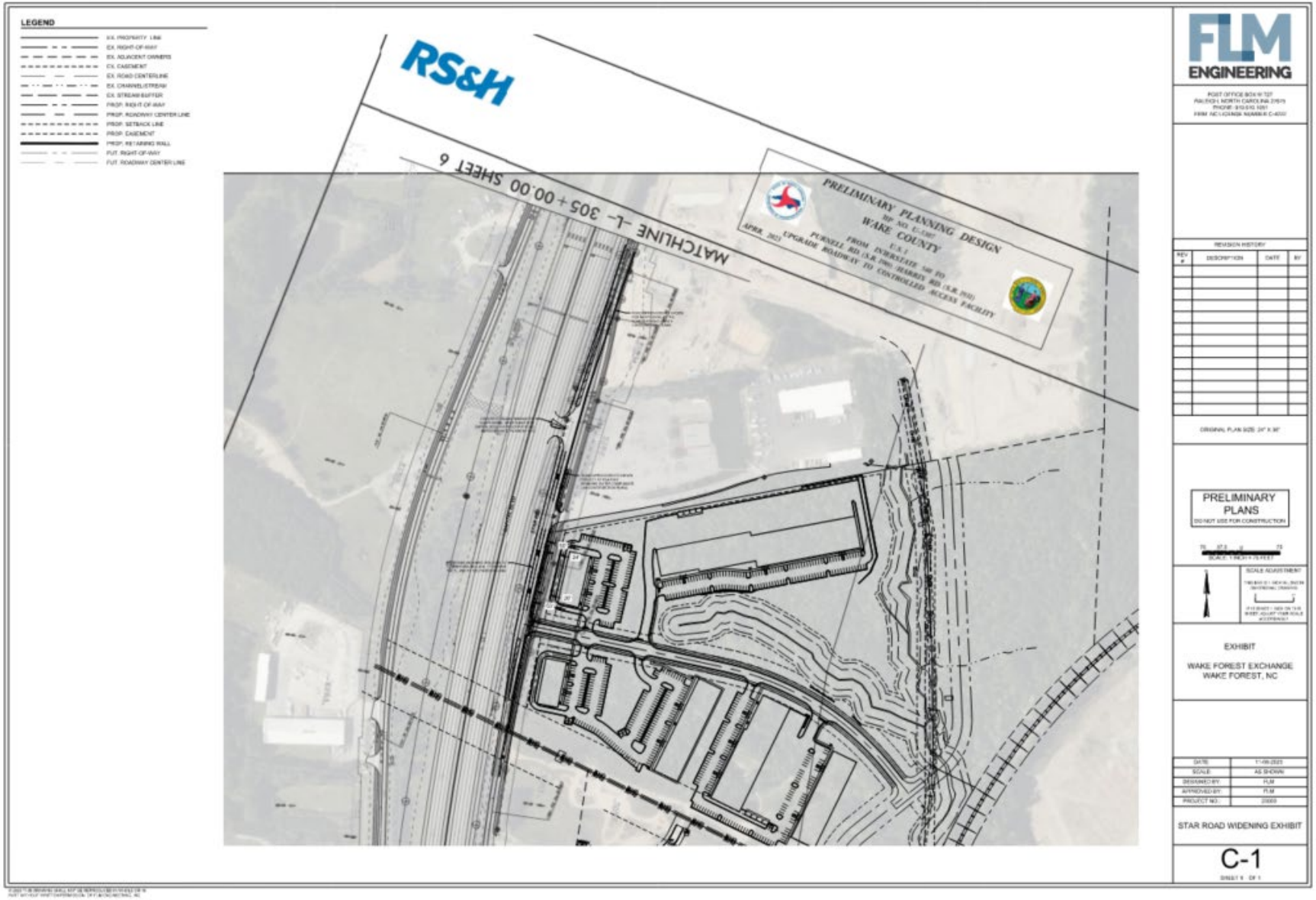
- St. Johns Properties
  - The developer will proceed with his current proposal.
- TOWF
  - TOWF will discuss their requirements for the proposal, regarding how to show U-5307 improvements.

ATTACHMENTS

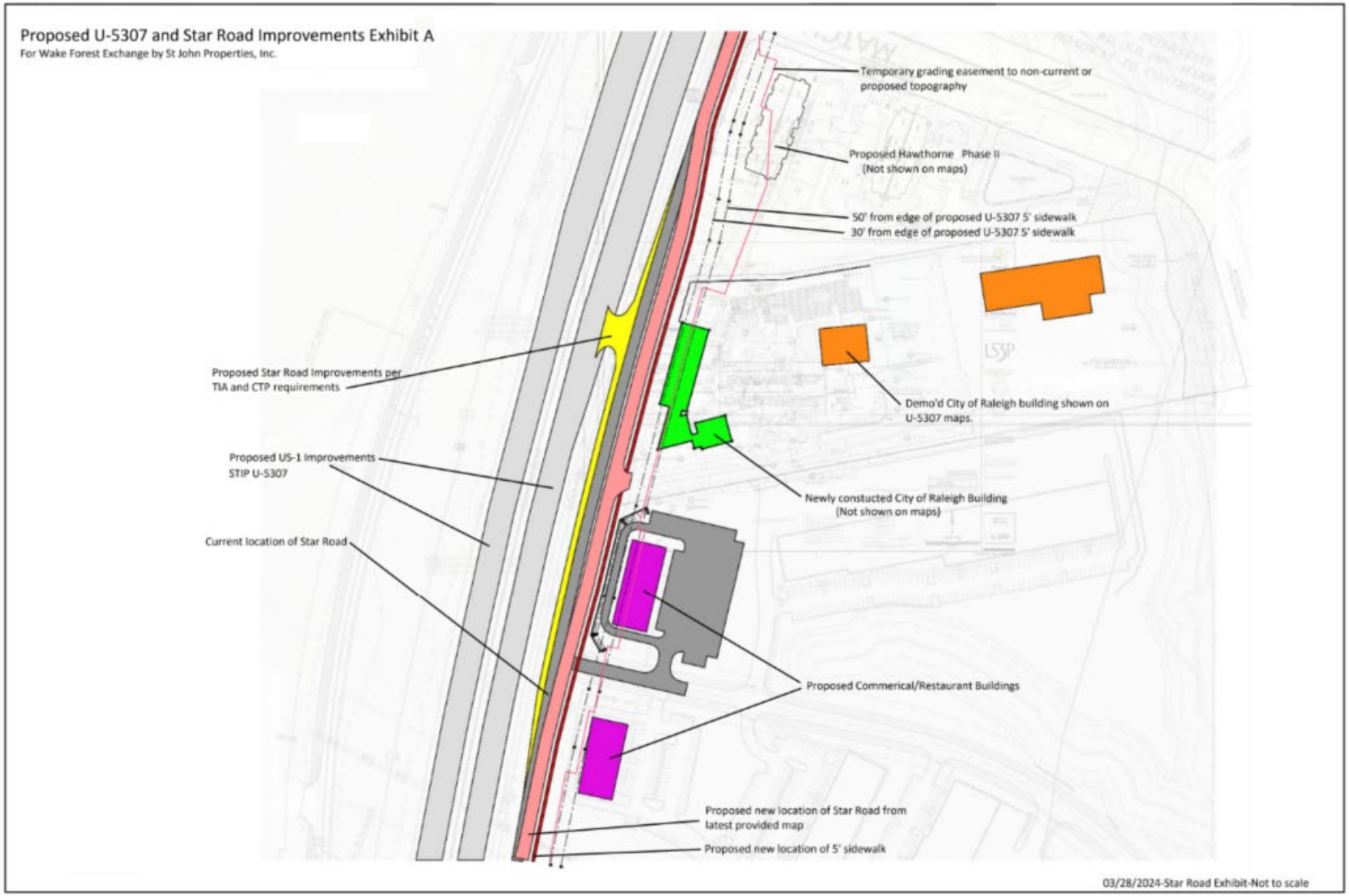
- Maps of proposed development

US 1 Improvements
STIP. No. U-5307, Wake County

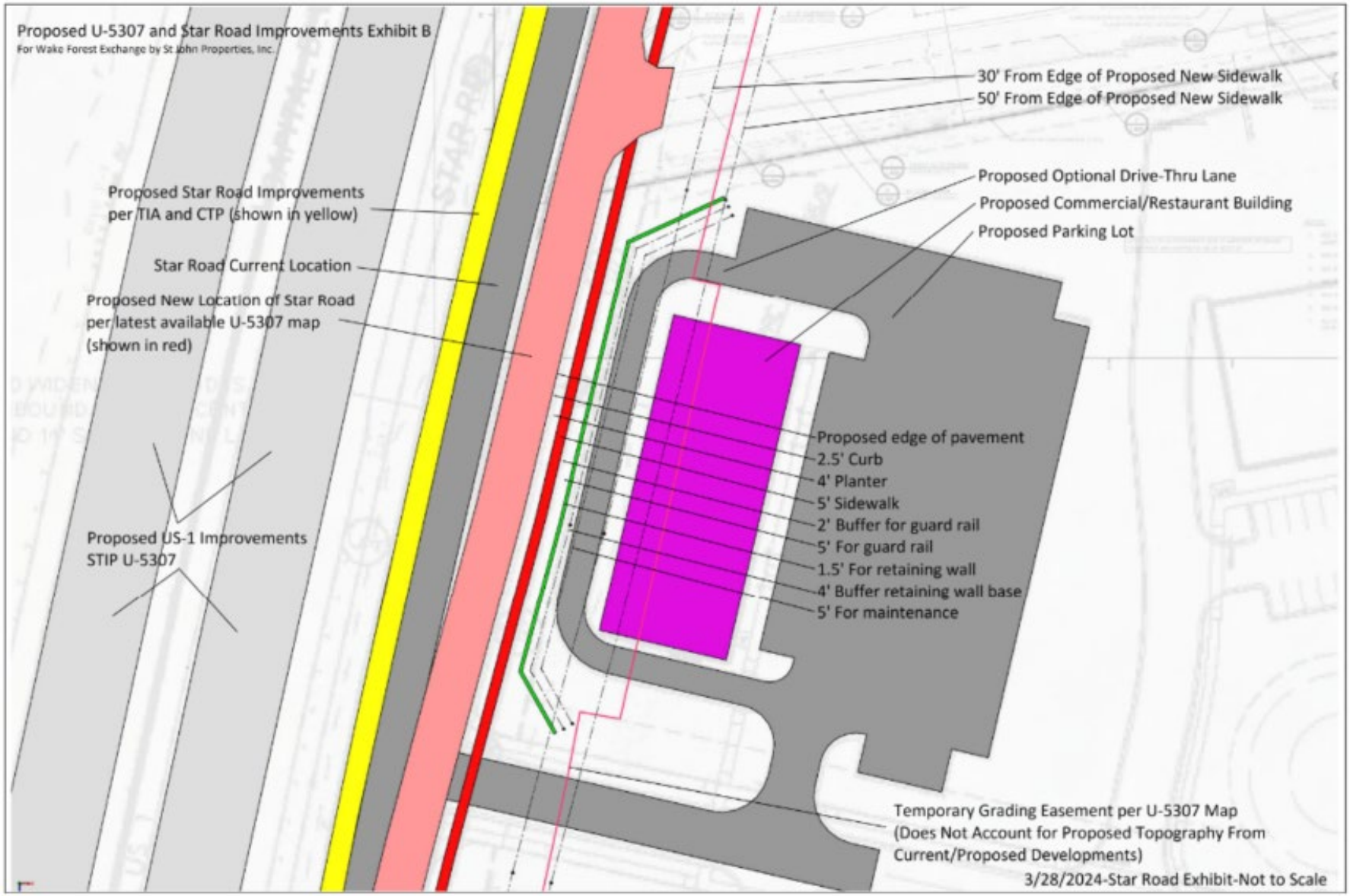
US 1 Improvements
STIP. No. U-5307, Wake County



US 1 Improvements
STIP. No. U-5307, Wake County



US 1 Improvements
STIP. No. U-5307, Wake County



ORDINANCE 2022-24

ORDINANCE AMENDING THE OFFICIAL ZONING DISTRICT MAP OF THE TOWN OF WAKE FOREST TO CHANGE THE ZONING OF APPROXIMATELY 6.47 ACRES LOCATED AT 0 STAR ROAD, BEING WAKE COUNTY TAX PIN 1739662623, FROM USE HIGHWAY BUSINESS (HB) TO GENERAL RESIDENTIAL 10 CONDITIONAL DISTRICT (GR10-CD)

RZ-21-09, HAWTHORNE WAKE FOREST PHASE 2

WHEREAS, the application submitted by Kimley-Horn for the rezoning of land hereinafter described was duly filed with the Planning Department; and

WHEREAS, the Planning Board held a public comment session on June 14, 2022 and the Board of Commissioners held a public hearing on August 16, 2022; 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 that was generally consistent with the Comprehensive Plan for the lands hereinafter described, 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;

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

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

Section 2: The parcels identified by the Wake County Tax Parcel Identification Number 1739662623 and adjacent right-of-way to centerlines, and described in Exhibit 1, are located within the Town's Corporate Limits.

Section 3: The Town of Wake Forest Unified Development Ordinance, including the Town of Wake Forest North Carolina Official Zoning District Map which is a part of said Ordinance, is hereby amended by changing the zoning classification of the "Rezoned Lands" from Highway Business (HB) to General Residential 10 Conditional District (GR10-CD) as shown on Exhibit 1, subject to the conditions stated herein.

Section 4: The "Rezoned Lands" are subject to all of the standards and conditions in Exhibit 3 Hawthorne Wake Forest Phase 2 Site Master Plan, which are imposed as part of this rezoning.

Section 5: The Administrator is hereby authorized and directed to cause the said Official Zoning District Map for the Town of Wake Forest, North Carolina, to be physically revised and amended to reflect the zoning changes ordained by this Ordinance.

Section 6: After reviewing all the information presented at the public hearing and the Wake Forest plans, policies and ordinances, the Wake Forest Board of Commissioners

find the zoning map amendment request reasonable and consistent with the Community Plan and the Comprehensive Transportation Plan and adopted a written consistency statement, which is on file with the Wake Forest Planning Department and attached as Exhibit 2.

Section 7: The "Rezoned Lands" are subject to the following conditions which are imposed as part of this rezoning:

1. Phase 2 open space requirements shall be satisfied by excess open space and active open space in Phase 1 of Hawthorne at Wake Forest. Phase 2 requires 0.6 acres of open space and 0.15 acres of active open space for a total of 0.75 acres. Phase 1 provided an additional 2.1 acres of open space and an additional 1.06 acres of active open space for a total of 3.16 acres. Residents of Phase 2 shall have full rights to use the active open space found within Phase 1.

Section 8: The "Rezoned Lands" shall be perpetually bound to the conditions imposed including the uses authorized, unless subsequently changed or amended as provided for in the Unified Development Ordinance.

Section 9: This ordinance shall be in full force and effect from and after its adoption.

Adopted and effective this the 6th day of September 2022.

Vivian A. Jones
Mayor

ATTEST:

Theresa Savary
Town Clerk

APPROVED AS TO FORM:

Hassan Kingsberry
Town Attorney

TOWN OF WAKE FOREST INCORPORATED SEAL FEB. 20, 1909 NORTH CAROLINA

Staff Report
Case RZ-21-09: Hawthorne Wake Forest Phase 2 Conditional District

Meeting Date	September 6, 2022
Requested Actions	Consideration of the following items related to the Conditional Zoning request for 0 Star Road: 1. Act on Plan Consistency Statement 2. Rezone 6.47 acres on the Town of Wake Forest Zoning Map from Highway Business (HB) to General Residential 10 Conditional District (GR10-CD).
Case Manager	Patrick Reidy, Senior Planner
Planning Board Recommendation	The Planning Board voted 5-1 to find the request inconsistent with the Comprehensive Plan and recommended denial of the zoning map amendment request. *See Attachment D for Planning Board recommendation.*

PUBLIC MEETINGS

Neighborhood Meeting	Public Comment Session	Public Hearing
December 16, 2021 *(See Attachment A)*	June 14, 2022	September 6, 2022

CASE INFORMATION

Applicant	Evolve Companies C/O Matt Rogers 2012 Eastwood Road Wilmington, NC 28403
Property Owner	Forest Greenery Group LLC 500 Avenue P Newark, NJ 07105
Location	Near the intersection of Star Road and Capital Boulevard
Address	0 Star Road
Wake County Tax PIN(s)	1739-66-2623
Acreage	6.47 acres (includes right-of-way)

Zoning	Existing:	Highway Business (HB) and US 1 Special Highway Overlay (SH1-O)
	Proposed:	General Residential 10 Conditional District (GR10-CD) and US 1 Special Highway Overlay (SH1-O)
Land Use	Existing:	Vacant
	Proposed:	Dwelling - Multifamily (56 units)
Future Land Use Map	Existing:	Corridor Commercial
	Proposed:	Transit-Supportive Residential
Corporate Limits	This application is in the Town's corporate limits.	
See Attachment B for a copy of the application and Attachment C for Aerial, Zoning, and Community Plan Maps. See pages 39, 42, and 54 for descriptions of Corridor Commercial, Transit-Supportive Residential, and Commercial & Industrial Area: Capital Boulevard in the Community Plan.		

SURROUNDING LAND USES AND ZONING

	Land Use	Zoning
North	Dwelling - Multi-family (Hawthorne at Wake Forest Phase 1) (Under Construction)	Conditional Use General Residential 10
South	Industry, Light (City of Raleigh Northern Operations Center)	Highway Business
East	Dwelling - Multi-family (Hawthorne at Wake Forest Phase 1) (Under Construction	Conditional Use General Residential 10
West	Star Road/Capital Boulevard ROW	Highway Business
The proposed land use is generally **incompatable** with surrounding land uses. The proposed zoning is generally **incompatable** with surrounding zoning. *See Attachment C for associated maps.*		

MASTER PLAN ANALYSIS

Size	6.47 ± Acres	
Open Space	*Required:*	*10% or 0.6 acres*
	Proposed:	*0% or 0.0 acres*
	Summary:	*The applicant has proposed a rezoning condition to allow excess open space in Phase 1 to count towards the requirements of Phase*

		2. The proposed Master Plan does not comply with the minimum open space percentage requirement in the UDO.
Park Space	Required: Proposed: Summary:	2.5% or 0.15 acres 0% or 0.0 acres The applicant has proposed a rezoning condition to allow excess open space in Phase 1 to count towards the requirements of Phase 2. The proposed Master Plan **does not comply** with the minimum open space percentage requirement in the UDO.
Roads	Required: Proposed: Summary:	The Comprehensive Transportation Plan requires the US 1 Service Road cross-section for Star Road. Based on trip generation, a TIA is not required for this project. See Attachment E for details. The proposed Master Plan (Exhibit 1, Sheet C-100) proposed to provide the US-1 Service Road cross section for Star Road. The proposed Master Plan **complies** with the minimum roadway infrastructure requirements in the UDO.
Parking	Required: Proposed: Summary:	Per UDO Chapter 9.4, the parking requirement for dwelling-multifamily is 1.8 spaces per unit or 101 parking spaces. The bike parking requirement is 2 spaces per 40 automobile spaces or 6 bike spaces. The applicant is proposing to provide 103 parking spaces through off-street parking spaces and 8 bike parking spaces. The proposed Master Plan **complies** with the minimum parking requirements in the UDO.
Public Utilities	Required: Proposed: Summary:	The UDO requires that public water and sewer mains are extended to serve the site. This property is served by an 8” water line located along Moonbow Trail that is currently under construction. It is also served by an 8” sewer line located along Moonbow Trail that is currently under construction. The proposed Master Plan **complies** with the public utility requirements in the UDO.

PROPOSED MODIFICATIONS OF BASE GENERAL RESIDENTIAL 10 ZONING DISTRICT STANDARDS

No modifications of the General Residential 10 district standards are proposed.

See Exhibit 1, Sheet C-000 for proposed zoning condition.

COMPREHENSIVE PLAN CONSISTENCY

Community Plan (2022)	The proposed zoning map amendment request is generally inconsistent with the adopted Community Plan. (Note: Applicant has requested that the application be reviewed against the recently adopted Community Plan, which is permitted by law)
Comprehensive Transportation Plan (2019)	The Comprehensive Transportation Plan is not applicable to the zoning map amendment request.
Historic Preservation Plan (2012)	The Historic Preservation Plan is not applicable to the zoning map amendment request.
Northeast Neighborhood Plan (2007)	The Northeast Neighborhood Plan is not applicable to the zoning map amendment request.
Park, Recreation, and Cultural Resources Master Plan (2015)	The Parks, Recreation, and Cultural Recourses Master Plan is not applicable to the zoning map amendment request.
Public Art Vision Plan (2009)	The Public Art Vision Plan is not applicable to the zoning map amendment request.
Renaissance Plan (2017)	The Renaissance Plan is not applicable to the zoning map amendment request.
See Attachment D for detailed Plan Consistency Analysis.	

STAFF RECOMMENDATION

The zoning map amendment request is generally **Inconsistent** with the relevant policies in the Comprehensive Plan, and **Denial** of the zoning map amendment request is reasonable and in the public interest.

ATTACHMENTS

Attachment A: Neighborhood Meeting Information
Attachment B: Application
Attachment C: Maps
Attachment D: Planning Board Recommendation and Plan Consistency Analysis
Attachment E: Trip Generation Letter
Attachment F: Request for Public Hearing Delay
Attachment G: Proposed Conditional District Master Plan
Attachment H: Resolution
Exhibit 1: Consistency Statement

Legal Description
Lot 1

BEGINNING AT AN EXISTING IRON PIPE, SAID EXISTING IRON PIPE BEING LOCATED IN THE EASTERN RIGHT-OF-WAY OF STAR ROAD SERVICE ROAD "B", SAID EXISTING IRON PIPE BEING LOCATED N 59°52'05" E A DISTANCE OF 360.53' FROM NCGS "DARCH" HAVING GRID COORDINATES N(y)=795,403.224' E(x)=2,135,237.246'; THENCE FROM SAID EXISTING IRON PIPE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 79.47', WITH A RADIUS OF 230.00', WITH A CHORD BEARING OF S 78°41'57"W, WITH A CHORD LENGTH OF 79.08' TO AN EXISTING IRON PIPE;THENCE S 03°06'29"E A DISTANCE OF 63.91' TO AN EXISTING IRON PIPE; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 29.79', WITH A RADIUS OF 20.00', WITH A CHORD BEARING OF N 45°46'44"W, WITH A CHORD LENGTH OF 27.11' TO AN EXISTING IRON PIPE; TURNING TO THE RIGHT WITH AN ARC LENGTH OF 90.99', WITH A RADIUS OF 535.00', WITH A CHORD BEARING OF N 83°34'51"W, WITH A CHORD LENGTH OF 90.88',; THENCE N 78°42'45"W A DISTANCE OF 437.75'; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 39.37', WITH A RADIUS OF 25.00', WITH A CHORD BEARING OF S 56°10'40"W, WITH A CHORD LENGTH OF 35.42' TO AN EXISTING IRON PIPE; TURNING TO THE RIGHT WITH AN ARC LENGTH OF 477.58', WITH A RADIUS OF 9,150.71', WITH A CHORD BEARING OF N 12°33'47"E, WITH A CHORD LENGTH OF 477.52',; THENCE N 79°20'55"E A DISTANCE OF 1,164.39' TO AN EXISTING IRON PIPE; THENCE S 11°41'24"E A DISTANCE OF 22.46' TO AN EXISTING IRON PIPE; THENCE S 02°51'17"E A DISTANCE OF 204.77' TO AN EXISTING IRON PIPE; THENCE S 02°46'56"E A DISTANCE OF 388.73' TO AN EXISTING IRON PIPE; THENCE S 00°28'50"E A DISTANCE OF 334.83' TO AN EXISTING IRON PIPE; THENCE S 63°54'16"E A DISTANCE OF 144.84'; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF103.15', WITH A RADIUS OF 1,969.43', WITH A CHORD BEARING OF S 30°02'00"W, WITH A CHORD LENGTH OF 103.14' TO AN EXISTING IRON PIPE; THENCE N 63°42'44"W A DISTANCE OF 509.33' TO AN EXISTING IRON PIPE; THENCE N 21°12'09"W A DISTANCE OF 263.24' TO AN EXISTING IRON PIPE;THENCE S 68°48'01"W A DISTANCE OF 180.92' TO AN EXISTING IRON PIPE WHICH IS THE POINT OF BEGINNING, CONTAINING AN AREA OF 839,717 SQUARE FEET, 19.277 ACRES

Lot 2

BEGINNING AT AN EXISTING IRON PIPE, SAID EXISTING IRON PIPE BEING LOCATED IN THE EASTERN RIGHT-OF-WAY OF STAR ROAD SERVICE ROAD "B", SAID EXISTING IRON PIPE BEING LOCATED N 86°10'05" E A DISTANCE OF 282.24' FROM NCGS "DARCH" HAVING GRID COORDINATES N(y)=795,403.224' E(x)=2,135,237.246'; THENCE FROM SAID EXISTING IRON PIPE TURNING TO THE LEFT WITH AN ARC LENGTH OF 164.91', WITH A RADIUS OF 9,150.71', WITH A CHORD BEARING OF S 10°33'05"W, WITH A CHORD LENGTH OF 164.91' TO AN EXISTING IRON PIPE; THENCE S 63°54'16"E A DISTANCE OF 573.56' TO AN EXISTING IRON PIPE; THENCE N 26°05'44"E A DISTANCE OF 51.39' TO AN EXISTING IRON PIPE; THENCE N 26°05'44"E A DISTANCE OF 44.84' TO AN EXISTING IRON PIPE; THENCE N 26°05'44"E A DISTANCE OF 12.57' TO AN EXISTING IRON PIPE; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC

LENGTH OF 191.14', WITH A RADIUS OF 375.00', WITH A CHORD BEARING OF N 11°29'37"E, WITH A CHORD LENGTH OF 189.08' TO AN EXISTING IRON PIPE,; THENCE N 03°06'29"W A DISTANCE OF 36.44' TO AN EXISTING IRON PIPE; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 29.79', WITH A RADIUS OF 20.00', WITH A CHORD BEARING OF N 45°46'44"W, WITH A CHORD LENGTH OF 27.11' TO AN EXISTING IRON PIPE; TURNING TO THE RIGHT WITH AN ARC LENGTH OF 90.99', WITH A RADIUS OF 535.00', WITH A CHORD BEARING OF N 83°34'51"W, WITH A CHORD LENGTH OF 90.88' TO AN EXISTING IRON PIPE; THENCE N 78°42'45"W A DISTANCE OF 437.75';THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 39.37', WITH A RADIUS OF 25.00', WITH A CHORD BEARING OF S 56°10'40"W, WITH A CHORD LENGTH OF 35.42' TO AN EXISTING IRON PIPE; WHICH IS THE POINT OF BEGINNING, CONTAINING AN AREA OF 155,767 SQUARE FEET, 3.576 ACRES

Lot 3

BEGINNING AT AN EXISTING IRON PIPE, SAID EXISTING IRON PIPE BEING LOCATED ON THE WESTERN RIGHT-OF-WAY OF THE SEABOARD COAST LINE RAILROAD, SAID EXISTING IRON PIPE HAVING NC GRID NAD 83/2011 COORDINATE N(y): 794949.64' E(x): 2136812.13'; THENCE LEAVING SEABOARD COAST LINE RAILROAD RIGHT-OF-WAY S 84°53'57"W A DISTANCE OF 278.92' TO AN EXISTING IRON PIPE; THENCE N 63°54'16"W A DISTANCE OF 557.18' TO A NEW IRON PIPE, SAID NEW IRON PIPE BEING LOCATED N 73°40'11"W A DISTANCE OF 830.20' FROM NCGS MONUMENT “DARCH” WITH NC GRID NAD 83/2011 COORDINATE N(y): 795403.22' E(x): 2135237.25', SAID NEW IRON PIPE BEING LOCATED ON THE WESTERN RIGHT-OF-WAY OF VIA FORTUNATA PLAZA, SAID NEW IRON PIPE LISTING NC GRID NAD 83/2011 COORDINATE N(y): 795147.80' E(x): 2136078.85'; THENCE ALONG VIA FORTUNATA PLAZA RIGHT-OF-WAY N 26°05'44"E A DISTANCE OF 108.80' TO A POINT; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 191.14', WITH A RADIUS OF 375.00', WITH A CHORD BEARING OF N 11°29'37"E, WITH A CHORD LENGTH OF 189.08', TO A POINT; THENCE N 03°06'29"W A DISTANCE OF 100.35' TO AN EXISTING IRON PIPE; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 79.47', WITH A RADIUS OF 230.00', WITH A CHORD BEARING OF N 78°41'57"E, WITH A CHORD LENGTH OF 79.08', TO A POINT; THENCE N 68°48'01"E A DISTANCE OF 180.92' TO AN EXISTING IRON PIPE; THENCE S 21°12'09"E A DISTANCE OF 263.24' TO AN EXISTING IRON PIPE; THENCE S 63°42'44"E A DISTANCE OF 509.33' TO AN EXISTING IRON PIPE, SAID EXISTING IRON PIPE BEING LOCATED ON THE WESTERN RIGHT-OF-WAY OF THE SEABOARD COAST LINE RAILROAD; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 235.81', WITH A RADIUS OF 1,969.43', WITH A CHORD BEARING OF S 25°06'10"W, WITH A CHORD LENGTH OF 235.67',; TO AN EXISTING IRON PIPE; WHICH IS THE POINT OF BEGINNING, CONTAINING AN AREA OF 326,700 SQUARE FEET, 7.500 ACRES.

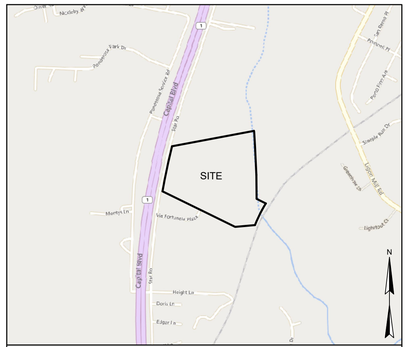
Inconsistency Statement of the Wake Forest Board of Commissioners Pursuant to G.S. 160D-605 Addressing Action on Zoning Map Amendment RZ-23-06: Star Road Tech Park Conditional District

The Wake Forest Board of Commissioners finds that RZ-23-06 is inconsistent with the 2022 Wake Forest Community Plan. The Wake Forest Board of Commissioners finds that the denial of the rezoning request is reasonable and in the public interest for the following reasons:

1. The proposed rezoning is inconsistent with the Future Land Use Plan in the Community Plan. The plan designates Corridor Commercial for this property, which includes businesses such as large-scale shopping centers, grocery stores, restaurants, gas stations, hotels, and offices.

2. The proposed rezoning is inconsistent with the Commercial Development section in the Community Plan. No multi-story buildings are proposed, pedestrian connectivity is only provided along the sidewalks leading to Road A and not connections between the buildings, and building are situated so that each is isolated from the other.

3. The proposed rezoning is inconsistent with the Commercial and Industrial Areas Plan for Capital Boulevard section in the Community Plan. The uses are not appropriate along Capital Boulevard and the Star Road service road.



VICINITY MAP
1" = 1,000'

WAKE FOREST EXCHANGE

MASTER SITE PLANS
RZ-23-06

STAR ROAD
WAKE FOREST, NORTH CAROLINA
PINS: 1739-65-3709, 1739-55-8441 & 1739-65-4232

SUMMARY INFORMATION

DEVELOPMENT NAME: WAKE FOREST EXCHANGE

SITE ADDRESS: STAR ROAD, WAKE FOREST, NC

PIN NUMBER(S): 1739-65-3709, 1739-55-8441 & 1739-65-4232

TOTAL AREA: 30.35 AC

EXISTING USE: VACANT
PROPOSED USE: COMMERCIAL/RESTAURANT (CR), OFFICE & LIGHT INDUSTRIAL (LI)

JURISDICTION: TOWN OF WAKE FOREST (ETJ ANNEXATION REQUIRED PRIOR TO CONSTRUCTION DRAWING APPROVAL)

CURRENT ZONING DISTRICT: HB
PROPOSED ZONING DISTRICT: HB CD

OVERLAY DISTRICT: SPECIAL HIGHWAY OVERLAY (SH1-O)

2022 COMMUNITY PLAN DESIGNATION: CORRIDOR COMMERCIAL

PROP BUILDING AREA:
CR BLDG. A AREA: 10,824 SF
CR BLDG. B AREA: 9,504 SF
OFFICE BLDG. A AREA: 25,600 SF
LI BLDG. A AREA: 59,640 SF
LI BLDG. B AREA: 35,280 SF
LI BLDG. C AREA: 24,000 SF
TOTAL BUILDING AREA: 164,848 SF

HB MAX. BUILDING HEIGHT: 3 STORIES
PROP. BUILDING HEIGHT: 1 STORY

BUILDING SETBACKS:
FRONT: 30'
SIDE STREET: 20'
SIDE: 10'
REAR: 30'

AUTO PARKING CALCULATIONS:
REQUIRED PARKING:
CR BLDG. A PARKING: 54 SPACES (1 PER 200 SF)
CR BLDG. B PARKING: 48 SPACES (1 PER 200 SF)
OFFICE A PARKING: 86 SPACES (1 PER 300 SF)
LI BLDG. A PARKING: 120 SPACES (1 PER 500 SF)
LI BLDG. B PARKING: 71 SPACES (1 PER 500 SF)
LI BLDG. C PARKING: 48 SPACES (1 PER 500 SF)
TOTAL REQUIRED PARKING: 427 SPACES

PROPOSED PARKING:
CR BLDG. A PARKING: 92 SPACES (4 ADA)
CR BLDG. B PARKING: 78 SPACES (4 ADA)
OFFICE A PARKING: 102 SPACES (4 ADA)
LI BLDG. A PARKING: 132 SPACES (6 ADA)
LI BLDG. B PARKING: 84 SPACES (4 ADA)
LI BLDG. C PARKING: 51 SPACES (4 ADA)
TOTAL PROPOSED PARKING: 539 SPACES (26 ADA)

BICYCLE PARKING CALCULATIONS:
REQUIRED PARKING: 2 PER 40 AUTO SPACES = 539 / 40 X 2 = 27 SPACES
PROPOSED PARKING: 60 SPACES (30 INVERTED 'U' RACKS)

EXISTING IMPERVIOUS COVERAGE: 2,523 SF / 0.06 AC (0.3%)
PROPOSED IMPERVIOUS COVERAGE: 552,000 SF / 12.67 AC (41.7%)

PROPOSED ZONING CONDITIONS

1. THE SITE MASTER PLAN IS A CONDITION OF THE REZONING REQUEST. AMENDMENTS TO THE MASTER PLAN SHALL REQUIRE A REZONING AMENDMENT UNLESS THE ADMINISTRATOR FINDS THE MODIFICATION TO BE MINOR AND IN KEEPING WITH THE SPIRIT AND INTENT OF THE APPROVED SITE MASTER PLAN.

2. THE FOLLOWING USES SHALL BE PERMITTED:

A. RESIDENTIAL
NONE
B. LODGING
NONE
C. OFFICE/SERVICE
ATM
BANK, CREDIT UNION, FINANCIAL SERVICES
BUSINESS SUPPORT SERVICES
DRY CLEANING & LAUNDRY SERVICES
MEDICAL CLINIC
PERSONAL SERVICES
PERSONAL SERVICES, RESTRICTED
POST OFFICE
PROFESSIONAL SERVICES
SMALL EQUIPMENT REPAIR/RENTAL
VETERINARY SERVICES
D. COMMERCIAL/ENTERTAINMENT
ALCOHOLIC BEVERAGE SALES STORE
AMUSEMENT, INDOOR
BAR/TAVERN
GENERAL COMMERCIAL
NIGHT CLUB
OPEN AIR RETAIL
OUTDOOR SEATING
OUTSIDE OR DISPLAY SALES
RESTAURANT
SHOOTING RANGE, INDOOR
THEATER, INDOOR MOVIE OR LIVE PERFORMANCE
E. CIVIC
CIVIC MEETING FACILITY
COMMUNITY OR CULTURAL FACILITY
CONFERENCE/CONVENTION CENTER
PUBLIC SAFETY STATION
RECREATION FACILITY, INDOOR
RELIGIOUS INSTITUTION
F. EDUCATIONAL/INSTITUTIONAL
CHILD/ADULT DAY CARE CENTER (MORE THAN 8 PERSONS)
COMMUNITY SUPPORT FACILITY
STUDIO - ART, DANCE, MARTIAL ARTS, MUSIC
G. AUTOMOTIVE
DRIVE-IN FACILITY
VEHICLE SERVICES - MINOR MAINTENANCE/REPAIR
VEHICLE SERVICES - MAJOR REPAIR/BODY WORK
H. INDUSTRY/WHOLESALE/STORAGE
INDUSTRY, LIGHT
LIGHT MANUFACTURING WORKSHOP
I. AGRICULTURE
KENNEL
PRODUCE STAND
J. INFRASTRUCTURE
WIRELESS TELECOMMUNICATIONS FACILITY (NON-TOWER)
WIRELESS TELECOMMUNICATIONS FACILITY (TOWER)
UTILITIES - CLASS 1
UTILITIES - CLASS 2
K. OTHER
TEMPORARY USES

3. SECTION 3.9.1.C. SHALL NOT APPLY TO THE SITE. INDUSTRY, LIGHT USES SHALL BE PERMITTED ON THE SITE WITH VEHICULAR ACCESS VIA STAR ROAD. THE OFFICE BUILDING SHALL NOT BE SERVED BY ROLL-UP OR OVERHEAD DOORS. INDUSTRY, LIGHT USES SHALL NOT BE PERMITTED IN THE COMMERCIAL/RESTAURANT BUILDINGS.

4. SECTION 2.4.3.D.1. (SH1-0 SPECIAL HIGHWAY OVERLAY BUILDING SETBACK) SHALL BE REDUCED FROM 100' TO 50' TO ACCOMMODATE EXISTING SITE TOPOGRAPHY AND INCREASE VISIBILITY TO BUILDINGS FRONTING STAR ROAD.

5. SECTION 2.2.5.C.1. (PRINCIPAL FRONT BUILDING SETBACK) SHALL BE REDUCED FROM 30' TO 20' FOR OFFICE BUILDING A, LIGHT INDUSTRIAL BUILDING B, AND LIGHT INDUSTRIAL BUILDING C TO ACCOMMODATE TOPOGRAPHY, ENVIRONMENTAL CONSTRAINTS, AND EXISTING EASEMENTS.

6. IF AN IMPACT IS APPROVED BY NCDEQ (THE "APPROVAL") TO THE NEUSE BUFFER, THE LOCATION AND SHAPE OF LIGHT INDUSTRIAL BUILDING A'S PARKING LOT AND BUILDING MAY BE ADJUSTED IF THE BUILDING SIZE DOES NOT EXCEED A NET CHANGE GREATER THAN 5 %. WRITTEN CONFIRMATION OF THE APPROVAL INCLUDING PROOF OF PAYMENT FOR MITIGATION COSTS SHALL BE PROVIDED DURING CONSTRUCTION DOCUMENT APPROVAL.

7. OVERNIGHT PARKING OR STORAGE OF CLIENT VEHICLES FOR VEHICLE SERVICES MINOR OR MAJOR USES SHALL ONLY BE ALLOWED IN THE TRUCK COURT AREAS OR BUILDING INTERIORS FOR ALL LIGHT INDUSTRIAL ("LI") BUILDINGS. THE TRUCK COURT AERAS INCLUDE ALL PAVEMENT BEHIND LI BUILDING A AND LI BUILDING B, INCLUDING THE AREA IN FRONT OF LI BUILDING C.

8. CHILD/ADULT DAY CARE CENTERS LOCATED WITHIN THE LIGHT INDUSTRIAL BUILDINGS WILL ONLY BE PLACED ON THE ENDS OF THE BUILDING OR SUBSTITUTE LOCATION DEEMED APPROPRIATE BY THE ADMINISTRATOR AFTER REVIEW OF ASSOCIATED SITE PLAN MODIFICATIONS, WHICH APPROVAL SHALL NOT UNREASONABLY BE CONDITIONED, WITHHELD, OR DELAYED. ALL OUTDOOR SPACE LOCATED WITHIN A TRUCK COURT WILL BE FENCED AND PROTECTED TO A SUITABLE CAPACITY TO PREVENT VEHICULAR INTRUSION. PROTECTION EXAMPLES MAY INCLUDE MASONRY WALLS, RETAINING WALLS, GUARD RAILS, OR BOLLARDS. FULL-HEIGHT SOUND WALLS WILL BE INSTALLED BETWEEN A CHILD/ADULT DAY CARE CENTER AND AN ADJACENT TENANT. THE OWNER WILL ALSO MAKE REASONABLE EFFORTS NOT TO PLACE A TRACTOR-TRAILER USER ADJACENT TO A CHILD/ADULT DAY CARE CENTER. CHILD/ADULT DAY CARE CENTERS SHALL NOT BE PERMITTED IN THE COMMERCIAL/RESTAURANT BUILDINGS OR ADJACENT TO A SHOOTING RANGE, INDOOR.

9. A MINIMUM OF FOUR ELECTRIC VEHICLE CHARGING LOCATIONS WILL BE ADDED TO THE DEVELOPMENT.

10. LIGHT INDUSTRIAL BUILDINGS WILL HAVE A PARKING RATE OF 1 SPOT PER 500 SF.

11. A COMMITMENT TO PROVIDE A MINIMUM OF TEN THOUSAND DOLLARS OF PUBLIC ART TO THE DEVELOPMENT, COORDINATED AND INSTALLED BY THE DEVELOPER, PRIOR TO THE ISSUANCE OF THE FINAL SHELL CERTIFICATE OF OCCUPANCY. EXAMPLES MAY INCLUDE MURALS, SCULPTURES, MEMORIALS, INTEGRATED ARCHITECTURE OR LANDSCAPE ARCHITECTURE WORK AND COMMUNITY ART.

12. A COMMITMENT TO PROVIDE A MINIMUM OF TEN THOUSAND SQUARE FEET IN AGGREGATE OF OUTDOOR SEATING OR GATHERING SPACE PRIOR TO THE ISSUANCE OF THE FINAL SHELL CERTIFICATE OF OCCUPANCY. NO SINGLE AREA UNDER 144 SQUARE FEET IN SIZE SHALL BE INCLUDED IN THE AGGREGATE TOTAL. ALL AREAS WILL BE ACCESSIBLE TO PEDESTRIANS. EXAMPLES MAY INCLUDE COVERED OR UNCOVERED PATIOS, GAZEBOS, PAVILIONS, PERGOLAS, CHAIRS, BENCHES, AND TABLES.

13. ASSOCIATED ROAD IMPROVEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE APPROVED TIA (INCLUDING ALL NCDOT REQUIREMENTS FROM THE TIA REVIEW) AND UDO. ALL REQUIRED ROAD IMPROVEMENTS SHALL BE CONSTRUCTED PRIOR TO THE ISSUANCE OF THE FINAL SHELL BUILDING CERTIFICATE OF OCCUPANCY. IF A CAPITAL IMPROVEMENT PLAN (CIP) ITEM THAT INCLUDES THE CONSTRUCTION OF AN ADJOINING ROADWAY TO THE EASTERN BACKAGE ROAD IS INCLUDED IN THE TOWN OF WAKE FOREST APPROVED BUDGET, THE OWNER WILL COMMENCE CONSTRUCTION OF THE EASTERN BACKAGE ROAD WITHIN 6 MONTHS OF WRITTEN NOTIFICATION FROM THE TOWN OF WAKE FOREST OR PROVIDE A PAYMENT-IN-LIEU CONSISTENT WITH THE CURRENT COST OF CONSTRUCTION.

14. OUTDOOR STORAGE YARDS ARE NOT PERMITTED FOR SMALL EQUIPMENT REPAIR/RENTAL USES.

15. NIGHT CLUB USES EXPRESSLY INCLUDING ENTERTAINMENT, LIVE MUSIC, AND/OR DANCING, AND COMEDY SHALL BE LIMITED TO 7:00 AM TO 12:00 AM FOR PATRONS.

16. VEHICLE SERVICES-MINOR MAINTENANCE/REPAIR SHALL NOT INCLUDE TOWING STORAGE YARDS OR TOWING OPERATORS.

17. VEHICLE SERVICES-MAJOR REPAIR/BODYWORK SHALL NOT INCLUDE TOWING STORAGE YARDS, COLLISION VEHICLE STORAGE YARDS, OR TOWING OPERATORS.

18. THE STREAM CROSSING ON THE NORTH-EAST END OF ROAD 2 SHALL BE PAYMENT-IN-LIEU.

OWNERS:

STAR LANDING, LLC (1739-65-3709 AND 1739-55-8441)
2560 LORD BALTIMORE DR
BALTIMORE, MD 21244

STAR LANDING 2, LLC (1739-65-4232)
2560 LORD BALTIMORE DR
BALTIMORE, MD 21244

DEVELOPER:

ST. JOHN PROPERTIES
CONTACT: DUSTIN ATKIELSKI
8601 SIX FORKS RD, STE 400
RALEIGH, NC 27615
919.827.0600
DATKIELSKI@SJPI.COM

ENGINEER OF RECORD:

FLM ENGINEERING, INC
CONTACT: JON FRAZIER, PE
PO BOX 91727
RALEIGH, NC 27675
919.610.1051
JFRAZIER@FLMENGINEERING.COM

SHEET	TITLE
C-1	COVER
C-2	EXISTING CONDITIONS & DEMOLITION PLAN
C-3	SITE PLAN
C-4	UTILITY PLAN
C-5	GRADING & DRAINAGE PLAN
C-6	LANDSCAPING PLAN
C-7	LIGHTING PLAN

RECOMMENDATION FOR APPROVAL BY THE WAKE FOREST PLANNING BOARD

DATE_____

APPROVAL BY THE WAKE FOREST BOARD OF COMMISSIONERS

DATE_____

FLM ENGINEERING
POST OFFICE BOX 91727
RALEIGH, NORTH CAROLINA 27675
PHONE: 919.610.1051
FIRM NC LICENSE NUMBER C-4222

REVISION HISTORY

REV #	DESCRIPTION	DATE	BY
1	TOWF COMMENTS	9/14/2023	FLM
2	TOWF COMMENTS	10/6/2023	FLM
3	TOWF COMMENTS	11/13/2023	FLM
4	TOWF COMMENTS	12/15/2023	FLM
5	TOWF COMMENTS	4/24/2023	FLM

ORIGINAL PLAN SIZE: 24" X 36"

PRELIMINARY PLANS
DO NOT USE FOR CONSTRUCTION

SCALE ADJUSTMENT
THIS BAR IS 1 INCH IN LENGTH ON ORIGINAL DRAWING
0 1"
IF IT IS NOT 1 INCH ON THIS SHEET, ADJUST YOUR SCALE ACCORDINGLY

MASTER SITE PLANS

WAKE FOREST EXCHANGE
WAKE FOREST, NC

ST.JOHN PROPERTIES

DATE:	06-09-2023
SCALE:	AS SHOWN
DESIGNED BY:	FLM
APPROVED BY:	FLM
PROJECT NO.:	23003

COVER

C-1

SHEET 1 OF 7

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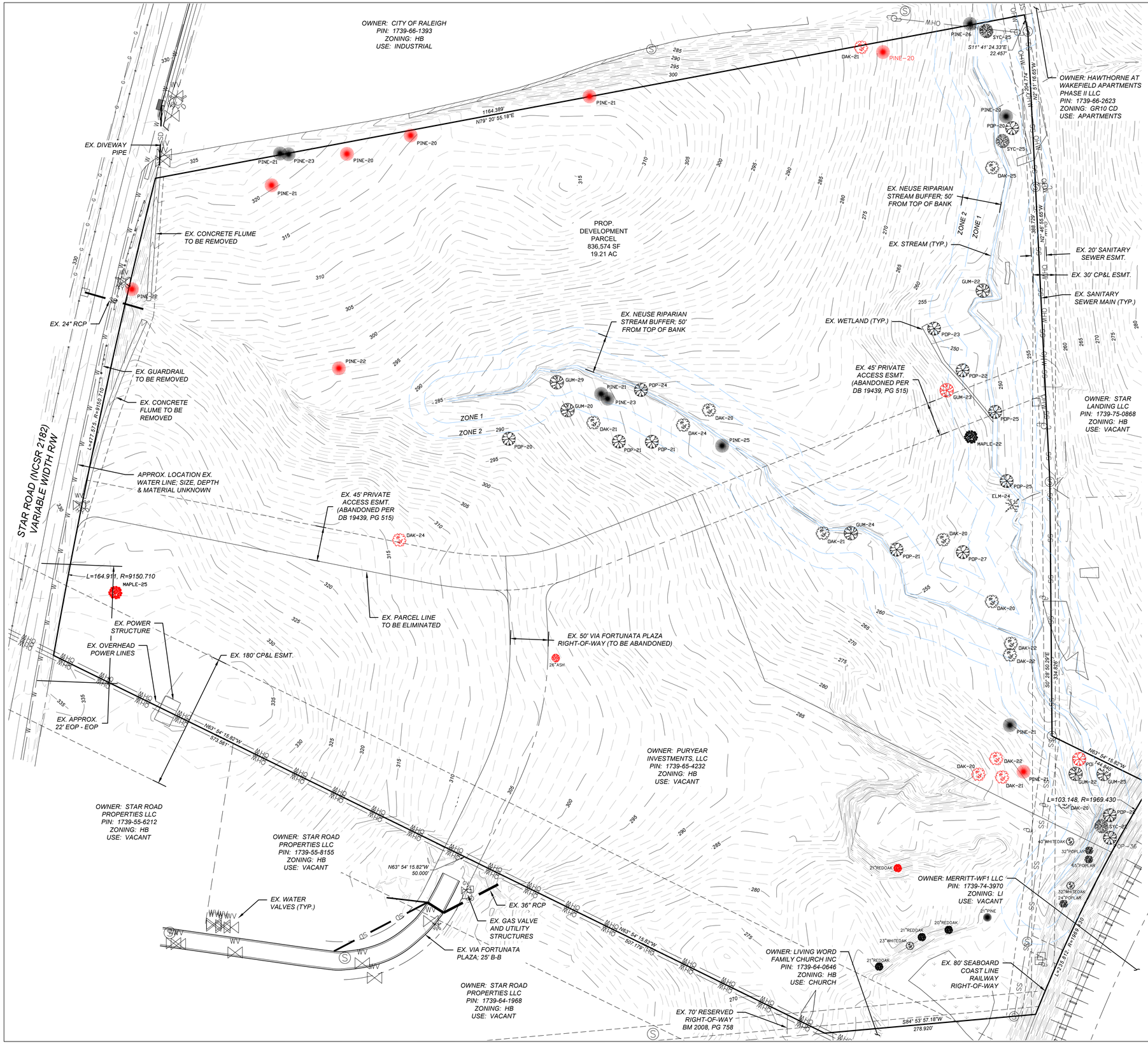

NOTES

1. BOUNDARY AND EXISTING FEATURE SURVEY DATA PROVIDED BY CAWTHORNE, MOSS & PANCIERA, PC.
2. CONTOURS SHOWN ON THIS SHEET ARE WAKE COUNTY GIS TOPOGRAPHIC DATA.
3. THERE ARE NO FLOOD PRONE AREAS PRESENT PER FEMA FIRM PANEL NO. 3720173900J, EFFECTIVE MAY 2, 2006.
4. TREE LINES SHOWN PER AERIAL IMAGE INTERPRETATION.
5. SPECIMEN TREES SHALL BE SURVEYED PRIOR TO DEVELOPMENT OF MASTER PLANS FOR DEPICTION ON MASTER PLANS.
6. THE UTILITIES SHOWN ARE NOT GUARANTEED TO BE A REPRESENTATION OF ALL UTILITIES WITHIN THE PROJECT EXTENT.

SPECIMEN TREE NOTES

1. SPECIMEN TREES SURVEYED BY CAWTHORNE, MOSS & PANCIERA, PC.
2. 72 TOTAL SPECIMEN TREES

   53 SPECIMEN TREES TO REMAIN

   19 SPECIMEN TREES ARE PROPOSED TO BE REMOVED FOR A REPLACEMENT VALUE OF 76 TREES. (VALUE IS $1,000 OR 4 REPLACEMENT TREES PER SPECIMEN TREE REMOVED.)

LEGEND

- EX. PROPERTY LINE
- EX. RIGHT-OF-WAY
- EX. ADJACENT OWNERS
- EX. EASEMENT
- EX. ROAD CENTERLINE
- EX. CHANNEL/STREAM
- EX. STREAM BUFFER
- OHW — EX. OVERHEAD ELECTRIC LINE
- SD — EX. STORM SEWER
- W — EX. WATER LINE
- SS — EX. SANITARY SEWER
- 330 — EX. MAJOR CONTOUR (5')
- EX. MINOR CONTOUR (1')
- OAK 22 — EX. SPECIMEN TREE
- OAK 22 — EX. SPECIMEN TREE TO BE REMOVED

FLM ENGINEERING
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RALEIGH, NORTH CAROLINA 27675
PHONE: 919.610.1051
FIRM NC LICENSE NUMBER C-4222

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4	TOWF COMMENTS	12/15/2023	FLM
5	TOWF COMMENTS	4/24/2023	FLM

ORIGINAL PLAN SIZE: 24" X 36"

PRELIMINARY PLANS
DO NOT USE FOR CONSTRUCTION

60 30 0 60
SCALE: 1 INCH = 60 FEET

SCALE ADJUSTMENT
THIS BAR IS 1 INCH IN LENGTH ON ORIGINAL DRAWING
0 1"
IF IT IS NOT 1 INCH ON THIS SHEET, ADJUST YOUR SCALE ACCORDINGLY

MASTER SITE PLANS

WAKE FOREST EXCHANGE
WAKE FOREST, NC

ST. JOHN PROPERTIES

DATE:	06-09-2023
SCALE:	AS SHOWN
DESIGNED BY:	FLM
APPROVED BY:	FLM
PROJECT NO.:	23003

EXISTING CONDITIONS & DEMOLITION PLAN

C-2

SHEET 2 OF 7

RECOMMENDATION FOR APPROVAL BY THE WAKE FOREST PLANNING BOARD

DATE_____

APPROVAL BY THE WAKE FOREST BOARD OF COMMISSIONERS

DATE_____

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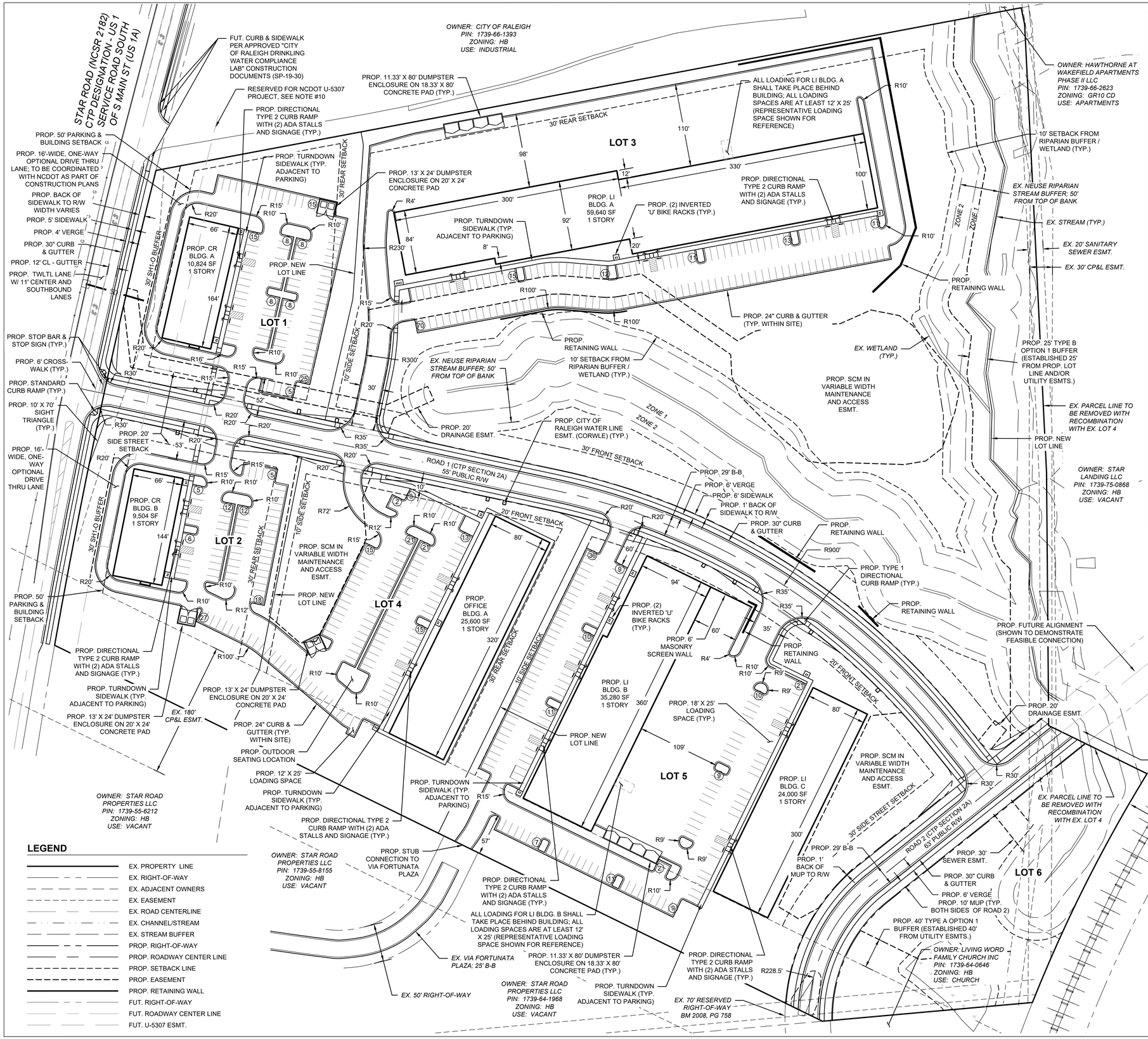

LEGEND

- EX. PROPERTY LINE
- EX. RIGHT-OF-WAY
- EX. ADJACENT OWNERS
- EX. EASEMENT
- EX. ROAD CENTERLINE
- EX. CHANNEL/STREAM
- EX. STREAM BUFFER
- PROP. RIGHT-OF-WAY
- PROP. ROADWAY CENTER LINE
- PROP. SETBACK LINE
- PROP. EASEMENT
- PROP. RETAINING WALL
- FUT. RIGHT-OF-WAY
- FUT. ROADWAY CENTER LINE
- FUT. U-5307 ESMT.

SUMMARY INFORMATION

DEVELOPMENT NAME: WAKE FOREST EXCHANGE

SITE ADDRESS: STAR ROAD, WAKE FOREST, NC

PIN NUMBER(S): 1739-65-3709, 1739-55-8441 & 1739-65-4232

TOTAL AREA: 30.35 AC

EXISTING USE: VACANT
PROPOSED USE: COMMERCIAL/RESTAURANT (CR), OFFICE & LIGHT INDUSTRIAL (LI)

JURISDICTION: TOWN OF WAKE FOREST (ETJ ANNEXATION REQUIRED PRIOR TO CONSTRUCTION DRAWING APPROVAL)

CURRENT ZONING DISTRICT: HB
PROPOSED ZONING DISTRICT: HB CD

OVERLAY DISTRICT: SPECIAL HIGHWAY OVERLAY (SH1-O)

2022 COMMUNITY PLAN DESIGNATION: CORRIDOR COMMERCIAL

PROP BUILDING AREA:
CR BLDG. A AREA: 10,824 SF
CR BLDG. B AREA: 9,504 SF
OFFICE BLDG. A AREA: 25,600 SF
LI BLDG. A AREA: 59,640 SF
LI BLDG. B AREA: 35,280 SF
LI BLDG. C AREA: 24,000 SF
TOTAL BUILDING AREA: 164,848 SF

HB MAX. BUILDING HEIGHT: 3 STORIES
PROP. BUILDING HEIGHT: 1 STORY

BUILDING SETBACKS:
FRONT: 30'
SIDE STREET: 20'
SIDE: 10'
REAR: 30'

AUTO PARKING CALCULATIONS:
REQUIRED PARKING:
CR BLDG. A PARKING: 54 SPACES (1 PER 200 SF)
CR BLDG. B PARKING: 48 SPACES (1 PER 200 SF)
OFFICE A PARKING: 86 SPACES (1 PER 300 SF)
LI BLDG. A PARKING: 120 SPACES (1 PER 500 SF)
LI BLDG. B PARKING: 71 SPACES (1 PER 500 SF)
LI BLDG. C PARKING: 48 SPACES (1 PER 500 SF)
TOTAL REQUIRED PARKING: 427 SPACES

PROPOSED PARKING:
CR BLDG. A PARKING: 92 SPACES (4 ADA)
CR BLDG. B PARKING: 78 SPACES (4 ADA)
OFFICE A PARKING: 102 SPACES (4 ADA)
LI BLDG. A PARKING: 132 SPACES (6 ADA)
LI BLDG. B PARKING: 84 SPACES (4 ADA)
LI BLDG. C PARKING: 51 SPACES (4 ADA)
TOTAL PROPOSED PARKING: 539 SPACES (26 ADA)

BICYCLE PARKING CALCULATIONS:
REQUIRED PARKING: 2 PER 40 AUTO SPACES = 539 / 40 X 2 = 27 SPACES
PROPOSED PARKING: 60 SPACES (30 INVERTED 'U' RACKS)

EXISTING IMPERVIOUS COVERAGE: 2,523 SF / 0.06 AC (0.3%)
PROPOSED IMPERVIOUS COVERAGE: 552,000 SF / 12.67 AC (41.7%)

NOTES

1. PROPOSED ADA STALLS AND AISLES SHALL HAVE SLOPES NO STEEPER THAN 1:48 (2%) IN ALL DIRECTIONS.
2. PROPOSED ACCESSIBLE ROUTES SHALL HAVE RUNNING SLOPES NO STEEPER THAN 1:20 (5%) AND CROSS SLOPES NO STEEPER THAN 1:48 (2%).
3. ACCESSIBLE PARKING SPACES ARE THOSE DENOTED BY ADA PARKING SIGNS AND ACCESSIBLE AISLES ARE REPRESENTED BY CROSS HATCHING.
4. ALL DRIVE AISLES ARE 24'-WIDE UNLESS OTHERWISE NOTED.
5. ALL PARKING STALLS ARE 9' X 18'.
6. ALL PARKING STALLS ARE AT LEAST 10' FROM BUILDINGS. NO PARKING MAY BE WITHIN 10' OF THE BUILDINGS.
7. DIMENSIONS SHOWN ARE TO FACE OF CURB.
8. RADII ARE 3' UNLESS OTHERWISE NOTED.
9. FINAL DESIGN OF OFFSITE ROAD IMPROVEMENTS TO BE COORDINATED WITH NCDOT DURING PERMITTING.
10. PER NCDOT U-5307 PROJECT MANAGEMENT UNIT, IMPACTS TO THE DEVELOPMENT WILL BE MINIMIZED TO THE EXTENT PRACTICABLE AND THIS EASEMENT LINE REPRESENTS WORSE CASE SCENARIO. THIS DEVELOPMENT COULD POTENTIALLY BE IMPACTED BY THE U-5307 PROJECT.

RECOMMENDATION FOR APPROVAL BY THE WAKE FOREST PLANNING BOARD

DATE_____

APPROVAL BY THE WAKE FOREST BOARD OF COMMISSIONERS

DATE_____

FLM ENGINEERING
POST OFFICE BOX 91727
RALEIGH, NORTH CAROLINA 27675
PHONE: 919.610.1051
FIRM NC LICENSE NUMBER C-4222

REVISION HISTORY

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4	TOWF COMMENTS	12/15/2023	FLM
5	TOWF COMMENTS	4/24/2023	FLM

ORIGINAL PLAN SIZE: 24" X 36"

PRELIMINARY PLANS
DO NOT USE FOR CONSTRUCTION

60 30 0 60
SCALE: 1 INCH = 60 FEET

N

SCALE ADJUSTMENT
THIS BAR IS 1 INCH IN LENGTH ON ORIGINAL DRAWING
0 1"
IF IT IS NOT 1 INCH ON THIS SHEET, ADJUST YOUR SCALE ACCORDINGLY

MASTER SITE PLANS

WAKE FOREST EXCHANGE
WAKE FOREST, NC

ST. JOHN PROPERTIES

DATE:	06-09-2023
SCALE:	AS SHOWN
DESIGNED BY:	FLM
APPROVED BY:	FLM
PROJECT NO.:	23003

SITE PLAN

C-3

SHEET 3 OF 7

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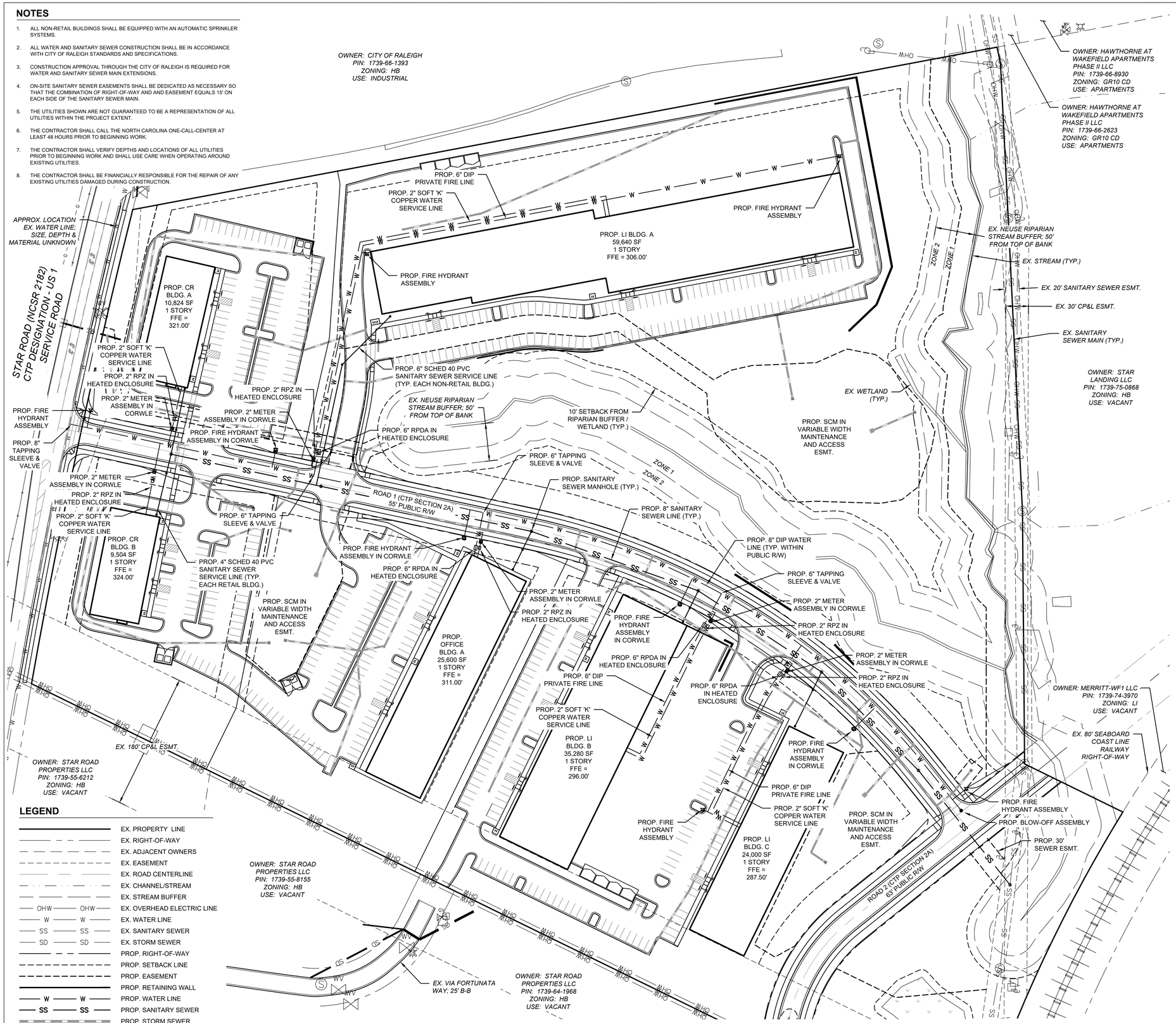
NOTES

1. ALL NON-RETAIL BUILDINGS SHALL BE EQUIPPED WITH AN AUTOMATIC SPRINKLER SYSTEMS.
2. ALL WATER AND SANITARY SEWER CONSTRUCTION SHALL BE IN ACCORDANCE WITH CITY OF RALEIGH STANDARDS AND SPECIFICATIONS.
3. CONSTRUCTION APPROVAL THROUGH THE CITY OF RALEIGH IS REQUIRED FOR WATER AND SANITARY SEWER MAIN EXTENSIONS.
4. ON-SITE SANITARY SEWER EASEMENTS SHALL BE DEDICATED AS NECESSARY SO THAT THE COMBINATION OF RIGHT-OF-WAY AND AND EASEMENT EQUALS 15' ON EACH SIDE OF THE SANITARY SEWER MAIN.
5. THE UTILITIES SHOWN ARE NOT GUARANTEED TO BE A REPRESENTATION OF ALL UTILITIES WITHIN THE PROJECT EXTENT.
6. THE CONTRACTOR SHALL CALL THE NORTH CAROLINA ONE-CALL-CENTER AT LEAST 48 HOURS PRIOR TO BEGINNING WORK.
7. THE CONTRACTOR SHALL VERIFY DEPTHS AND LOCATIONS OF ALL UTILITIES PRIOR TO BEGINNING WORK AND SHALL USE CARE WHEN OPERATING AROUND EXISTING UTILITIES.
8. THE CONTRACTOR SHALL BE FINANCIALLY RESPONSIBLE FOR THE REPAIR OF ANY EXISTING UTILITIES DAMAGED DURING CONSTRUCTION.



LEGEND

- EX. PROPERTY LINE
- EX. RIGHT-OF-WAY
- EX. ADJACENT OWNERS
- EX. EASEMENT
- EX. ROAD CENTERLINE
- EX. CHANNEL/STREAM
- EX. STREAM BUFFER
- OHW — OHW — EX. OVERHEAD ELECTRIC LINE
- W — W — EX. WATER LINE
- SS — SS — EX. SANITARY SEWER
- SD — SD — EX. STORM SEWER
- PROP. RIGHT-OF-WAY
- PROP. SETBACK LINE
- PROP. EASEMENT
- PROP. RETAINING WALL
- W — W — PROP. WATER LINE
- SS — SS — PROP. SANITARY SEWER
- PROP. STORM SEWER

CITY OF RALEIGH STANDARD UTILITY NOTES (AS APPLICABLE)

1. ALL MATERIALS & CONSTRUCTION METHODS SHALL BE IN ACCORDANCE WITH CITY OF RALEIGH DESIGN STANDARDS, DETAILS & SPECIFICATIONS (REFERENCE: CORPUD HANDBOOK, CURRENT EDITION)
2. UTILITY SEPARATION REQUIREMENTS:
   A) A DISTANCE OF 100' SHALL BE MAINTAINED BETWEEN SANITARY SEWER & ANY PRIVATE OR PUBLIC WATER SUPPLY SOURCE SUCH AS AN IMPOUNDED RESERVOIR USED AS A SOURCE OF DRINKING WATER. IF ADEQUATE LATERAL SEPARATION CANNOT BE ACHIEVED, FERROUS SANITARY SEWER PIPE SHALL BE SPECIFIED & INSTALLED TO WATERLINE SPECIFICATIONS. HOWEVER, THE MINIMUM SEPARATION SHALL NOT BE LESS THAN 25' FROM A PRIVATE WELL OR 50' FROM A PUBLIC WELL
   B) WHEN INSTALLING WATER &/OR SEWER MAINS, THE HORIZONTAL SEPARATION BETWEEN UTILITIES SHALL BE 10'. IF THIS SEPARATION CANNOT BE MAINTAINED DUE TO EXISTING CONDITIONS, THE VARIATION ALLOWED IS THE WATER MAIN IN A SEPARATE TRENCH WITH THE ELEVATION OF THE WATER MAIN AT LEAST 18" ABOVE THE TOP OF THE SEWER & MUST BE APPROVED BY THE PUBLIC UTILITIES DIRECTOR. ALL DISTANCES ARE MEASURED FROM OUTSIDE DIAMETER TO OUTSIDE DIAMETER
   C) WHERE IT IS IMPOSSIBLE TO OBTAIN PROPER SEPARATION, OR ANYTIME A SANITARY SEWER PASSES OVER A WATERMAIN, DIP MATERIALS OR STEEL ENCASEMENT EXTENDED 10' ON EACH SIDE OF CROSSING MUST BE SPECIFIED & INSTALLED TO WATERLINE SPECIFICATIONS
   D) 5.0' MINIMUM HORIZONTAL SEPARATION IS REQUIRED BETWEEN ALL SANITARY SEWER & STORM SEWER FACILITIES. UNLESS DIP MATERIAL IS SPECIFIED FOR SANITARY SEWER
   E) MAINTAIN 18" MIN. VERTICAL SEPARATION AT ALL WATERMAIN & RCP STORM DRAIN CROSSINGS; MAINTAIN 18" MIN. VERTICAL SEPARATION AT ALL SANITARY SEWER & RCP STORM DRAIN CROSSINGS. WHERE ADEQUATE SEPARATIONS CANNOT BE ACHIEVED, SPECIFY DIP MATERIALS & A CONCRETE CRADLE HAVING 6" MIN. CLEARANCE (PER CORPUD DETAILS W-41 & S-49)
   F) ALL OTHER UNDERGROUND UTILITIES SHALL CROSS WATER & SEWER FACILITIES WITH 18" MIN. VERTICAL SEPARATION REQUIRED
3. ANY NECESSARY FIELD REVISIONS ARE SUBJECT TO REVIEW & APPROVAL OF AN AMENDED PLAN &/OR PROFILE BY THE CITY OF RALEIGH PUBLIC UTILITIES DEPARTMENT PRIOR TO CONSTRUCTION
4. DEVELOPER SHALL PROVIDE 30 DAYS ADVANCE WRITTEN NOTICE TO OWNER FOR ANY WORK REQUIRED WITHIN AN EXISTING CITY OF RALEIGH UTILITY EASEMENT TRAVERSING PRIVATE PROPERTY
5. CONTRACTOR SHALL MAINTAIN CONTINUOUS WATER & SEWER SERVICE TO EXISTING RESIDENCES & BUSINESSES THROUGHOUT CONSTRUCTION OF PROJECT. ANY NECESSARY SERVICE INTERRUPTIONS SHALL BE PRECEDED BY A 24 HOUR ADVANCE NOTICE TO THE CITY OF RALEIGH PUBLIC UTILITIES DEPARTMENT
6. 3.0' MINIMUM COVER IS REQUIRED ON ALL WATER MAINS & SEWER FORCEMAINS. 4.0' MINIMUM COVER IS REQUIRED ON ALL REUSE MAINS
7. IT IS THE DEVELOPER'S RESPONSIBILITY TO ABANDON OR REMOVE EXISTING WATER & SEWER SERVICES NOT BEING USED IN REDEVELOPMENT OF A SITE UNLESS OTHERWISE DIRECTED BY THE CITY OF RALEIGH PUBLIC UTILITIES DEPARTMENT. THIS INCLUDES ABANDONING TAP AT MAIN & REMOVAL OF SERVICE FROM ROW OR EASEMENT PER CORPUD HANDBOOK PROCEDURE
8. INSTALL ¾" COPPER* WATER SERVICES WITH METERS LOCATED AT ROW OR WITHIN A 2'X2' WATERLINE EASEMENT IMMEDIATELY ADJACENT. NOTE: IT IS THE APPLICANT'S RESPONSIBILITY TO PROPERLY SIZE THE WATER SERVICE FOR EACH CONNECTION TO PROVIDE ADEQUATE FLOW & PRESSURE
9. INSTALL 4" PVC* SEWER SERVICES @ 1.0% MINIMUM GRADE WITH CLEANOUTS LOCATED AT ROW OR EASEMENT LINE & SPACED EVERY 75 LINEAR FEET MAXIMUM
10. PRESSURE REDUCING VALVES ARE REQUIRED ON ALL WATER SERVICES EXCEEDING 80 PSI. BACKWATER VALVES ARE REQUIRED ON ALL SANITARY SEWER SERVICES HAVING BUILDING DRAINS LOWER THAN 1.0' ABOVE THE NEXT UPSTREAM MANHOLE
11. ALL ENVIRONMENTAL PERMITS APPLICABLE TO THE PROJECT MUST BE OBTAINED FROM NCDWQ, USACE &/OR FEMA FOR ANY RIPARIAN BUFFER, WETLAND &/OR FLOODPLAIN IMPACTS (RESPECTIVELY) PRIOR TO CONSTRUCTION
12. NCDOT / RAILROAD ENCROACHMENT AGREEMENTS ARE REQUIRED FOR ANY UTILITY WORK (INCLUDING MAIN EXTENSIONS & SERVICE TAPS) WITHIN STATE OR RAILROAD ROW PRIOR TO CONSTRUCTION
13. GREASE INTERCEPTOR / OIL WATER SEPARATOR SIZING CALCULATIONS & INSTALLATION SPECIFICATIONS SHALL BE APPROVED BY THE CORPUD FOG PROGRAM COORDINATOR PRIOR TO ISSUANCE OF A BUILDING PERMIT. CONTACT STEPHEN CALVERLEY AT (919) 996-2334 OR STEPHEN.CALVERLEY@RALEIGHNC.GOV FOR MORE INFORMATION
14. CROSS-CONNECTION CONTROL PROTECTION DEVICES ARE REQUIRED BASED ON DEGREE OF HEALTH HAZARD INVOLVED AS LISTED IN APPENDIX-B OF THE RULES GOVERNING PUBLIC WATER SYSTEMS IN NORTH CAROLINA. THESE GUIDELINES ARE THE MINIMUM REQUIREMENTS. THE DEVICES SHALL MEET AMERICAN SOCIETY OF SANITARY ENGINEERING (ASSE) STANDARDS OR BE ON THE UNIVERSITY OF SOUTHERN CALIFORNIA APPROVAL LIST. THE DEVICES SHALL BE INSTALLED AND TESTED (BOTH INITIAL AND PERIODIC TESTING THEREAFTER) IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS OR THE LOCAL CROSS-CONNECTION CONTROL PROGRAM, WHICHEVER IS MORE STRINGENT. A CERTIFICATE OF COMPLIANCE SHALL ALSO BE OBTAINED FOR EACH DEVICE PRIOR TO ISSUANCE OF A BUILDING PERMIT. CONTACT JOANIE HARTLEY AT (919) 996-5923 OR JOANIE.HARTLEY@RALEIGHNC.GOV FOR MORE INFORMATION

RECOMMENDATION FOR APPROVAL BY THE WAKE FOREST PLANNING BOARD

DATE_____

APPROVAL BY THE WAKE FOREST BOARD OF COMMISSIONERS

DATE_____

FLM ENGINEERING

POST OFFICE BOX 91727
RALEIGH, NORTH CAROLINA 27675
PHONE: 919.610.1051
FIRM NC LICENSE NUMBER C-4222

REVISION HISTORY

REV #	DESCRIPTION	DATE	BY
1	TOWF COMMENTS	9/14/2023	FLM
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3	TOWF COMMENTS	11/13/2023	FLM
4	TOWF COMMENTS	12/15/2023	FLM
5	TOWF COMMENTS	4/24/2023	FLM

ORIGINAL PLAN SIZE: 24" X 36"

PRELIMINARY PLANS
DO NOT USE FOR CONSTRUCTION

60 30 0 60
SCALE: 1 INCH = 60 FEET

N

SCALE ADJUSTMENT
THIS BAR IS 1 INCH IN LENGTH ON ORIGINAL DRAWING
0 1"
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MASTER SITE PLANS

WAKE FOREST EXCHANGE
WAKE FOREST, NC

ST. JOHN PROPERTIES

DATE:	06-09-2023
SCALE:	AS SHOWN
DESIGNED BY:	FLM
APPROVED BY:	FLM
PROJECT NO.:	23003

UTILITY PLAN

C-4

SHEET 4 OF 7

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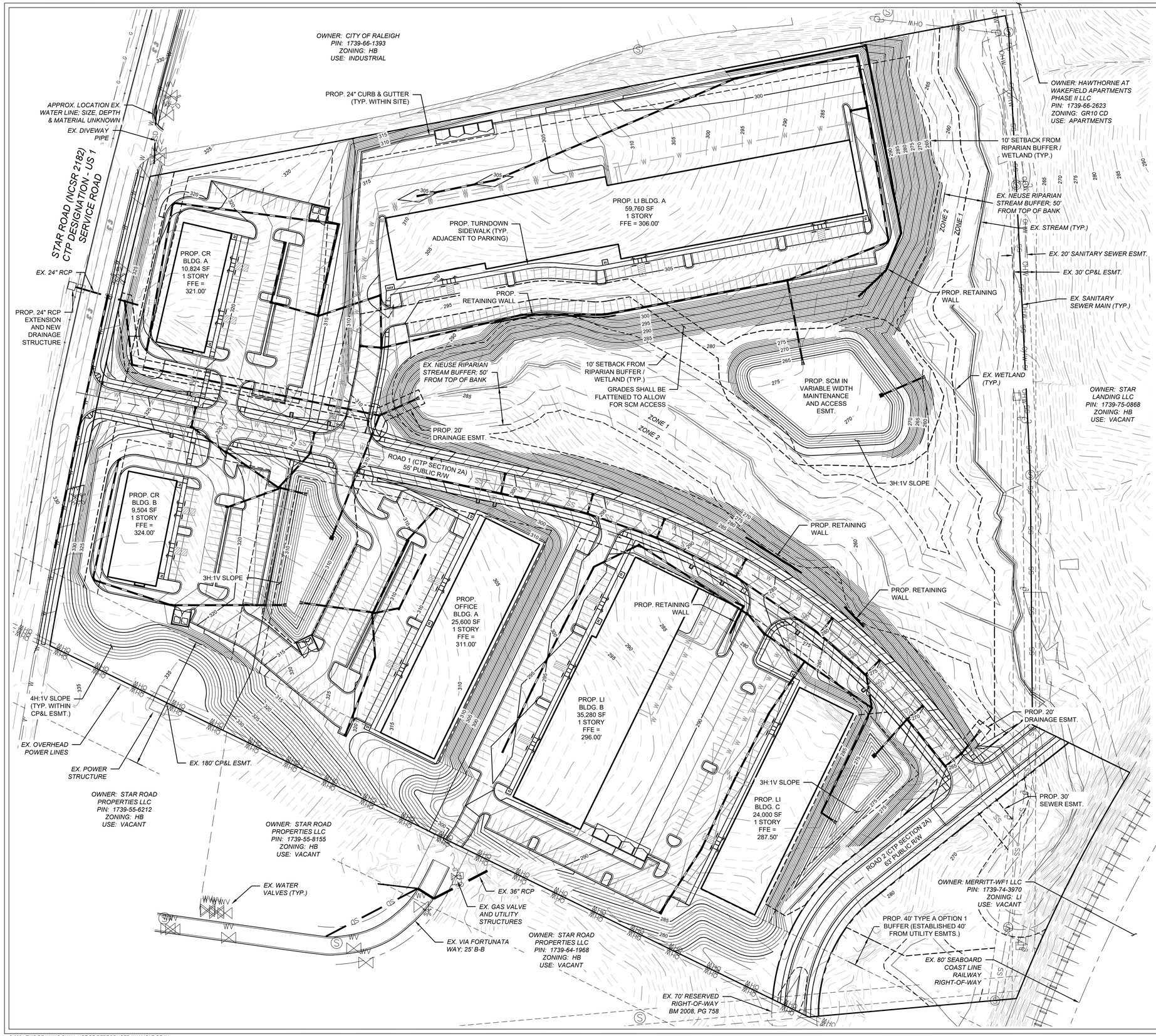

NOTES

1. PRELIMINARY GRADES SHOWN REPRESENT FINISHED GRADES.
2. CUT/FILL SLOPES ARE 2H:1V UNLESS OTHERWISE NOTED.
3. ALL STORMWATER INFRASTRUCTURE OUTSIDE OF THE PUBLIC RIGHT-OF-WAY SHALL BE PRIVATELY MAINTAINED WITHIN PRIVATE DRAINAGE EASEMENTS.

LEGEND

- EX. PROPERTY LINE
- EX. RIGHT-OF-WAY
- EX. ADJACENT OWNERS
- EX. EASEMENT
- EX. ROAD CENTERLINE
- EX. CHANNEL/STREAM
- EX. STREAM BUFFER
- OHW — EX. OVERHEAD ELECTRIC LINE
- W — EX. WATER LINE
- SS — EX. SANITARY SEWER
- SD — EX. STORM SEWER
- 300 — EX. MAJOR CONTOUR (5')
- EX. MINOR CONTOUR (1')
- PROP. RIGHT-OF-WAY
- PROP. SETBACK LINE
- PROP. EASEMENT
- PROP. RETAINING WALL
- W — PROP. WATER LINE
- SS — PROP. SANITARY SEWER
- PROP. STORM SEWER
- 300 — PROP. MAJOR CONTOUR (5')
- PROP. MINOR CONTOUR (1')

RECOMMENDATION FOR APPROVAL BY THE WAKE FOREST PLANNING BOARD

DATE_____

APPROVAL BY THE WAKE FOREST BOARD OF COMMISSIONERS

DATE_____

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MASTER SITE PLANS

WAKE FOREST EXCHANGE
WAKE FOREST, NC

ST. JOHN PROPERTIES

DATE:	06-09-2023
SCALE:	AS SHOWN
DESIGNED BY:	FLM
APPROVED BY:	FLM
PROJECT NO.:	23003

GRADING & DRAINAGE PLAN

C-5

SHEET 5 OF 7

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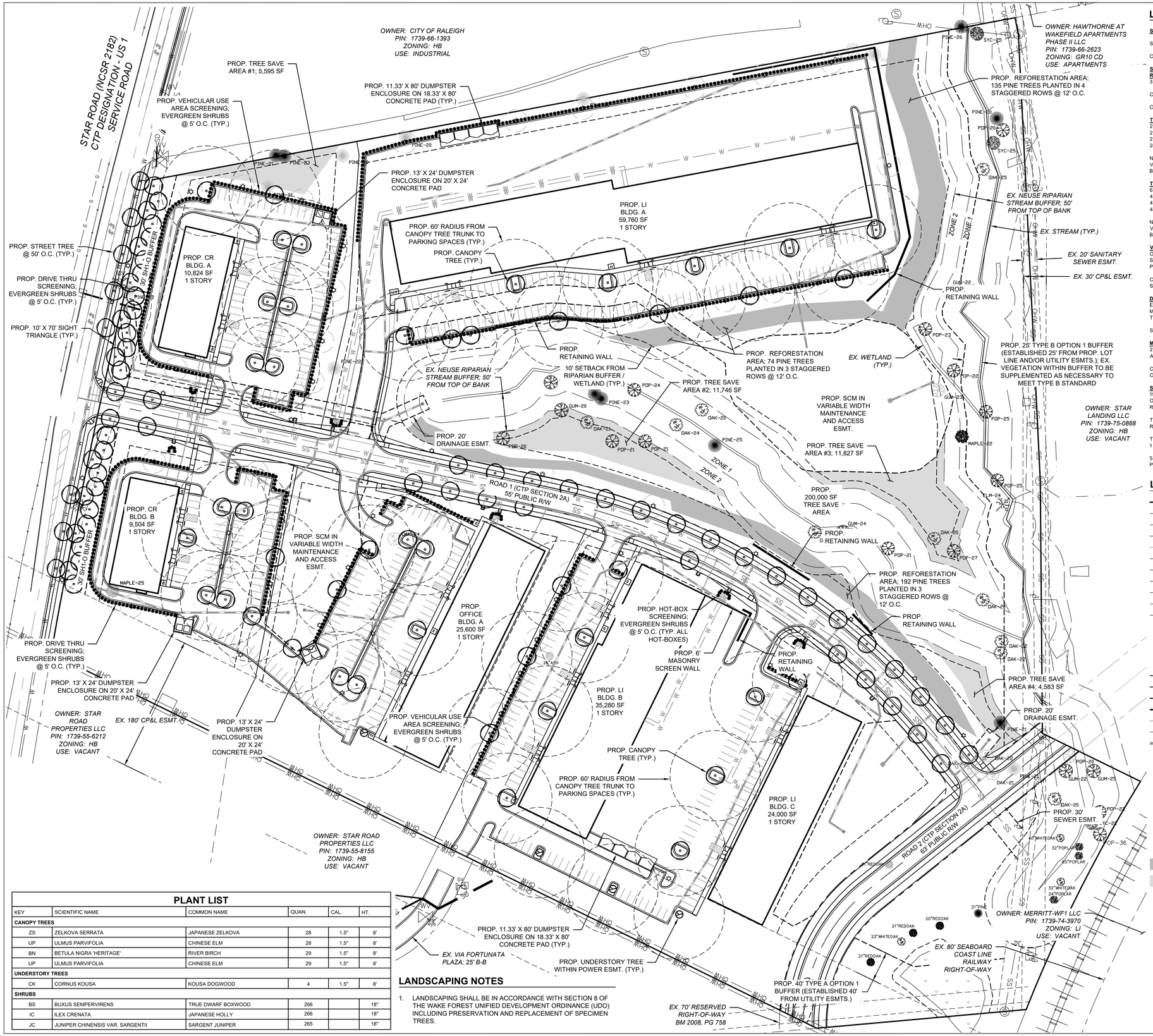

PLANT LIST

KEY	SCIENTIFIC NAME	COMMON NAME	QUAN.	CAL.	HT.
CANOPY TREES					
ZS	ZELKOVA SERRATA	JAPANESE ZELKOVA	28	1.5"	8'
UP	ULMUS PARVIFOLIA	CHINESE ELM	28	1.5"	8'
BN	BETULA NIGRA 'HERITAGE'	RIVER BIRCH	29	1.5"	8'
UP	ULMUS PARVIFOLIA	CHINESE ELM	29	1.5"	8'
UNDERSTORY TREES					
CK	CORNUS KOUSA	KOUSA DOGWOOD	4	1.5"	8'
SHRUBS					
BS	BUXUS SEMPERVIRENS	TRUE DWARF BOXWOOD	266		18"
IC	ILEX CRENATA	JAPANESE HOLLY	266		18"
JC	JUNIPER CHINENSIS VAR. SARGENTII	SARGENT JUNIPER	265		18"

LANDSCAPING NOTES

1. LANDSCAPING SHALL BE IN ACCORDANCE WITH SECTION 8 OF THE WAKE FOREST UNIFIED DEVELOPMENT ORDINANCE (UDO) INCLUDING PRESERVATION AND REPLACEMENT OF SPECIMEN TREES.

LANDSCAPING REQUIREMENTS

STREET TREES:

STREET TREES SHALL BE PLACED AT 50' O.C.

CANOPY TREES PROVIDED: 37

SH1-O BUFFER (507 LF OF FRONTAGE, EXCLUSIVE OF THE POWER ESMT. AND ROAD 1 R/W):
3 CANOPY TREES PER 50 LF

CANOPY TREES REQUIRED: 31

CANOPY TREES PROVIDED: 31

TYPE B, OPTION 1 BUFFER
2 CANOPY TREES PER 100 LF
2 EVERGREEN TREES PER 100 LF
2 UNDERSTORY TREES PER 100 LF
24 SHRUBS PER 100 LF (50% OF REQUIRED SHRUBS MUST BE EVERGREEN SPECIES)

NOTE: BUFFER IS NOT PROPOSED TO BE DISTURBED AND SHALL UTILIZE EXISTING VEGETATION, WHICH SHALL BE SUPPLEMENTED AS NECESSARY TO MEET THE BUFFER STANDARD

TYPE A, OPTION 1 BUFFER
6 EVERGREEN TREES PER 100 LF
4 CANOPY TREES PER 100 LF
4 UNDERSTORY TREES PER 100 LF
48 SHRUBS PER 100 LF (50% OF REQUIRED SHRUBS MUST BE EVERGREEN SPECIES)

NOTE: BUFFER IS NOT PROPOSED TO BE DISTURBED AND SHALL UTILIZE EXISTING VEGETATION, WHICH SHALL BE SUPPLEMENTED AS NECESSARY TO MEET THE BUFFER STANDARD

VEHICULAR USE AREAS:
OFF-STREET PARKING VISIBLE FROM THE RIGHT-OF-WAY OR ADJACENT PROPERTIES SHALL BE SCREENED WITH EVERGREEN SHRUBBERY AT 5 FEET ON CENTER, AND ALL PARKING SPACES SHALL BE WITHIN 60 FEET OF A PLANTED CANOPY TREE TRUNK.

CANOPY TREES PROVIDED: 50
SHRUBS PROVIDED: 611

DRIVE THRUS:
EVERGREEN SHRUBS WITH THE ABILITY TO REACH A MINIMUM OF 3' IN HEIGHT AT MATURITY, SHALL BE PLANTED ALONG THE PERIMETER OF THE DRIVE-THRU SO AS TO SCREEN IT FROM VIEW ADJACENT PARCELS OR STREETS.

SHRUBS PROVIDED: 148

MINIMUM CANOPY COVERAGE:
2 CANOPY TREES PER 5,000 SF OF PARCEL AREA MINUS WATERCOURSE BUFFERS AND WETLANDS (1,096,898 SF / 5,000 SF X 2 = 439)

CANOPY TREES REQUIRED: 439
CANOPY TREES PROVIDED: 567

SPECIMEN TREE CALCUATIONS:
19 SPECIMEN TREES ARE PROPOSED TO BE REMOVED FOR A REPLACEMENT VALUE OF 76 TREES. (VALUE IS $1,000 OR 4 REPLACEMENT TREES PER SPECIMEN TREE REMOVED.)

TOTAL TREES REQUIRED: 439 MINIMUM CANOPY COVERAGE + 76 SPECIMEN TREE RELACEMENT = 515 TREES

TOTAL TREES PROVIDED: 118 PROPOSED TREES + 33,751 SF OF TREE SAVE AREA AT 1 TREE PER 700 SF (48 TREES) + 401 REFORESTATION TREES = 567

515 REQUIRED TREES < 567 PROPOSED TREES, THUS NO ADDITIONAL TREES OR PAYMENT REQUIRED

LEGEND

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- EX. RIGHT-OF-WAY
- EX. ADJACENT OWNERS
- EX. EASEMENT
- EX. ROAD CENTERLINE
- EX. CHANNEL/STREAM
- EX. STREAM BUFFER
- EX. OVERHEAD ELECTRIC LINE
- EX. STORM SEWER
- EX. WATER LINE
- EX. SANITARY SEWER
- EX. SPECIMEN TREE
- EX. SPECIMEN TREE TO BE REMOVED
- PROP. RIGHT-OF-WAY
- PROP. SETBACK LINE
- PROP. EASEMENT
- PROP. RETAINING WALL
- PROP. WATER LINE
- PROP. SANITARY SEWER
- PROP. STORM SEWER
- PROP. CANOPY TREE
- PROP. UNDERSTORY TREE
- PROP. SHRUB
- PROP. LIGHT POLE WITH 15' RADIUS FROM TREE
- PROP. REFORESTATION AREA
- PROP. TREE SAVE AREA

RECOMMENDATION FOR APPROVAL BY THE WAKE FOREST PLANNING BOARD

DATE_____

APPROVAL BY THE WAKE FOREST BOARD OF COMMISSIONERS

DATE_____

FLM ENGINEERING
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MASTER SITE PLANS

WAKE FOREST EXCHANGE
WAKE FOREST, NC

ST.JOHN PROPERTIES

DATE:	06-09-2023
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APPROVED BY:	FLM
PROJECT NO.:	23003

LANDSCAPING PLAN

C-6

SHEET 6 OF 7

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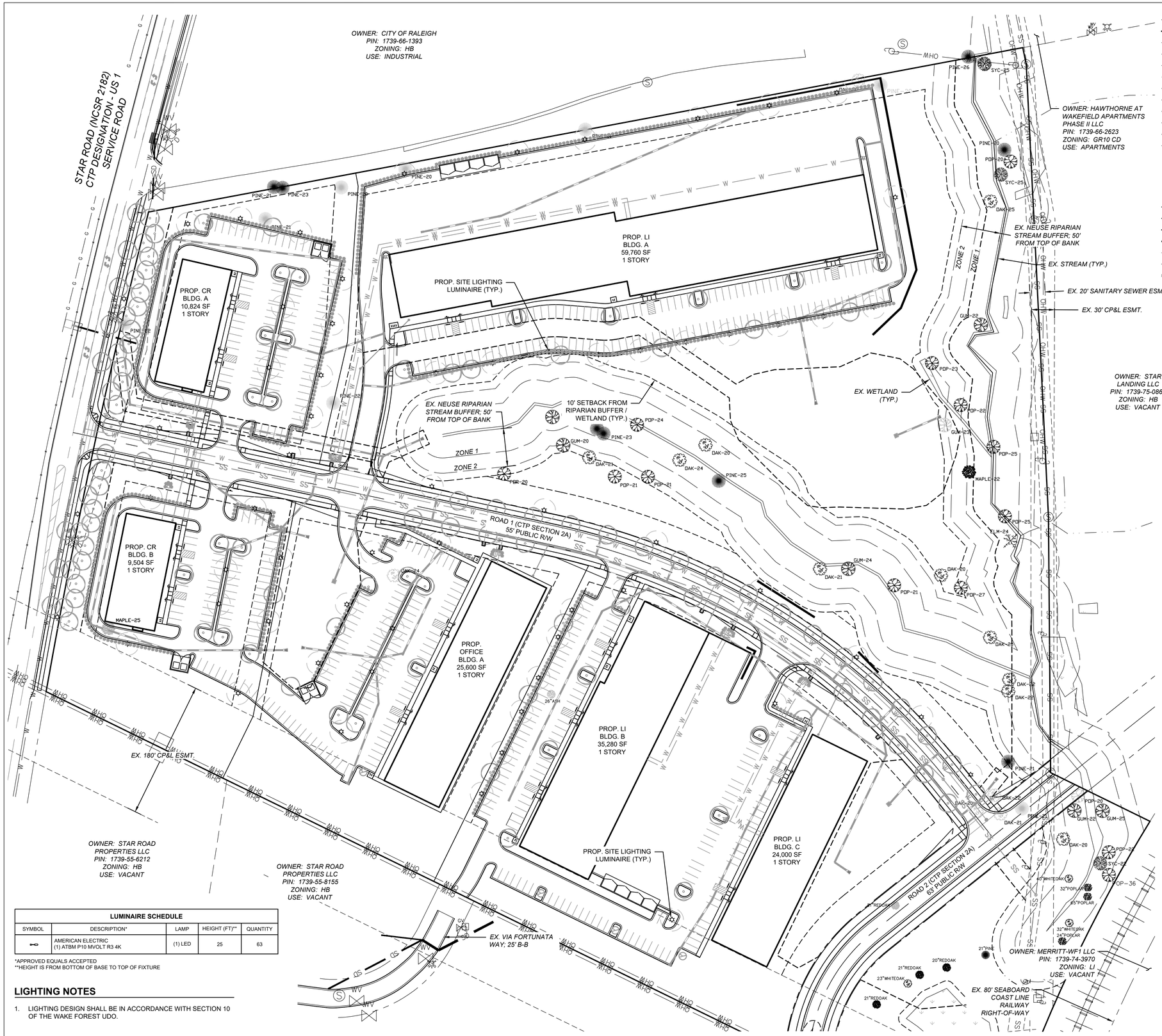

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- EX. SANITARY SEWER
- EX. SPECIMEN TREE
- EX. SPECIMEN TREE TO BE REMOVED
- PROP. RIGHT-OF-WAY
- PROP. SETBACK LINE
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- PROP. RETAINING WALL
- PROP. WATER LINE
- PROP. SANITARY SEWER
- PROP. STORM SEWER
- PROP. CANOPY TREE
- PROP. UNDERSTORY TREE
- PROP. SHRUB
- PROP. LIGHT POLE WITH 15' RADIUS FROM TREE

LUMINAIRE SCHEDULE				
SYMBOL	DESCRIPTION*	LAMP	HEIGHT (FT)**	QUANTITY
	AMERICAN ELECTRIC (1) ATBM P10 MVOLT R3 4K	(1) LED	25	63

*APPROVED EQUALS ACCEPTED
**HEIGHT IS FROM BOTTOM OF BASE TO TOP OF FIXTURE

LIGHTING NOTES

1. LIGHTING DESIGN SHALL BE IN ACCORDANCE WITH SECTION 10 OF THE WAKE FOREST UDO.

RECOMMENDATION FOR APPROVAL BY THE WAKE FOREST PLANNING BOARD

DATE_____

APPROVAL BY THE WAKE FOREST BOARD OF COMMISSIONERS

DATE_____

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ORIGINAL PLAN SIZE: 24" X 36"

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MASTER SITE PLANS

WAKE FOREST EXCHANGE
WAKE FOREST, NC

ST.JOHN PROPERTIES

DATE:	06-09-2023
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APPROVED BY:	FLM
PROJECT NO.:	23003

LIGHTING PLAN

C-7

SHEET 7 OF 7

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Board of Commissioners Agenda Item Report

Agenda Item No.: 2024-127-
Submitted by: Patrick Reidy
Submitting Department: Planning
Meeting Date: May 21, 2024

SUBJECT
Public Hearing on a contiguous annexation submitted by property owners Eunice M Rogers Heirs for property associated with the rezoning request RZ-22-09, located at 3133 Burlington Mills Road and 8993 Ligon Mill Road being Wake County PINs 1749-00-7207 and 1749-00-6732 being approximately 9.55 acres.

Recommendation:

Item Summary:

ATTACHMENTS
- 052124 BOC Agenda Summary AN-24-01.pdf
- Attachment A Legal Descriptions.pdf
- Attachment B Annexation Exhibit.pdf
- Attachment C Contiguous Annexation Petitions.pdf
- DRAFT ORDINANCE AN-24-01.docx

Agenda Item: Public Hearing contiguous annexation submitted by property owners Eunice M Rogers Heirs for property associated with the rezoning request RZ-22-09, located at 3133 Burlington Mills Road and 8993 Ligon Mill Road being Wake County PINs 1749-00-7207 and 1749-00-6732 being approximately 9.55 acres.

Summary: The property proposed for annexation is contiguous to the corporate limits of the Town of Wake Forest. The proposed annexation is associated with Burlington Mills Mixed-Use, RZ-22-09.

On April 16th, 2024, the Board accepted the petition, certified the sufficiency of the annexation petition, and adopted the resolution to investigate the annexation petition thus, setting the public hearing date for the annexation petition.

Attachments: Attachment A Legal Descriptions AN-24-01
Attachment B Annexation Exhibit AN-24-01
Attachment C Contiguous Annexation Petitions AN-24-01
Draft Ordinance

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

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

Annexation Legal Description for PIN: 1749006732 & 1749007207

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

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

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

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

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

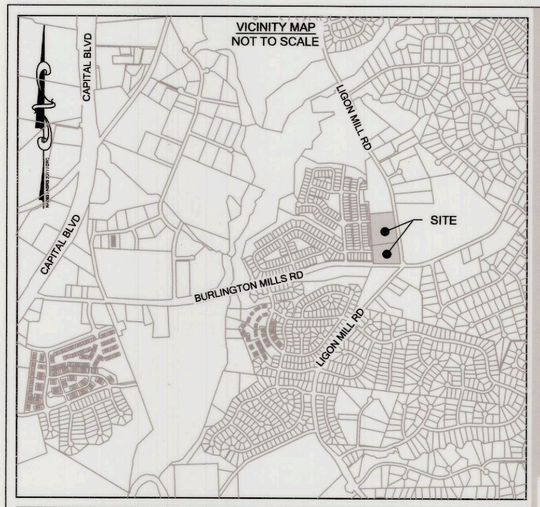
THENCE (5), CONTINUING ALONG SAID RIGHT OF WAY, SOUTH 08°43'18" EAST, 148.20 FEET TO AN EXISTING 3/4" IRON PIPE IN THE WESTERN RIGHT OF WAY OF LIGON MILL ROAD;

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

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

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

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



ANNEXATION LEGAL DESCRIPTION FOR PIN: 1749006732 & 1749007207

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

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

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

NORTH CAROLINA PROFESSIONAL SEAL L-4752 LAND SURVEYOR STEVEN P. CARSON

3/7/24

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

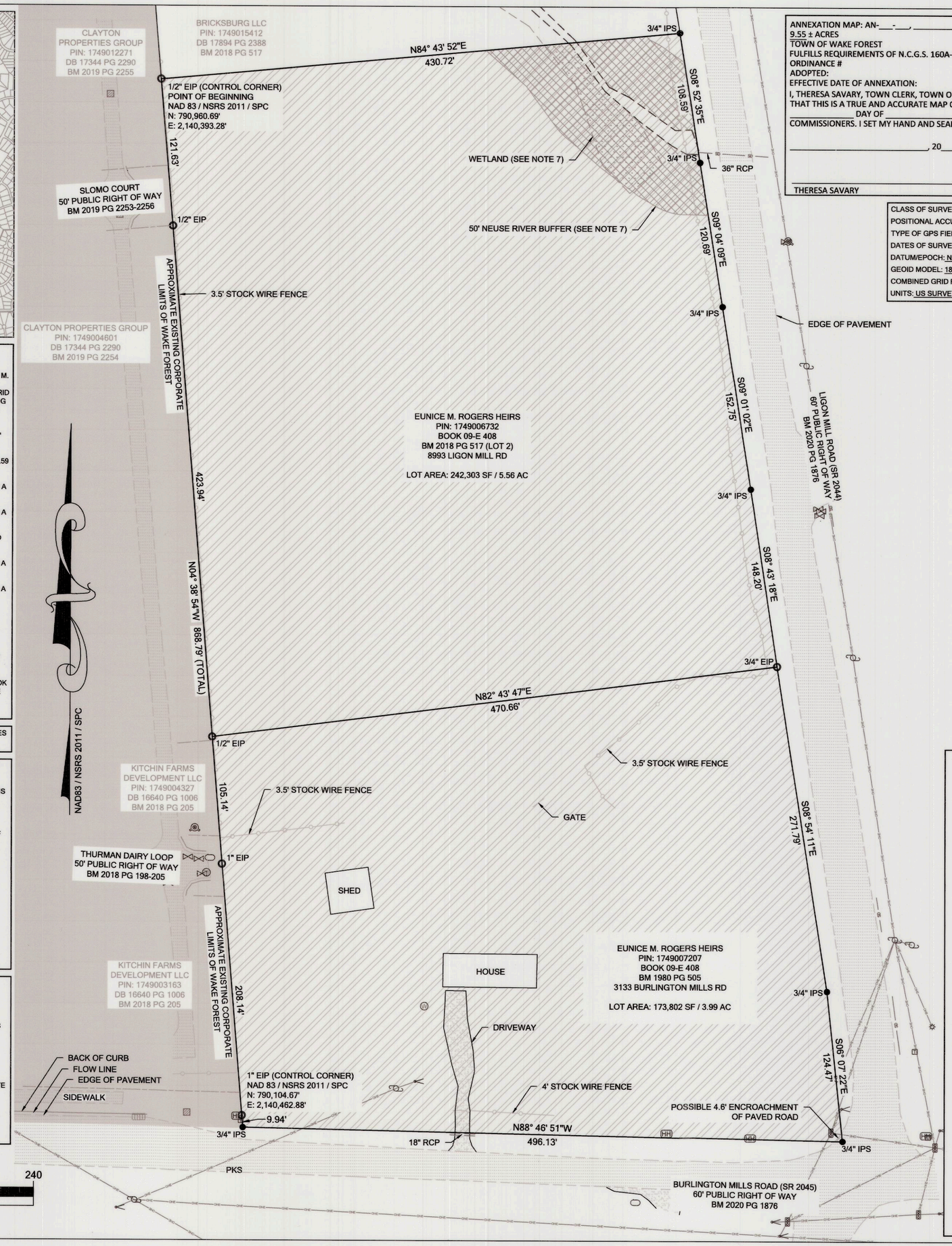
GENERAL NOTES

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

GRAPHIC SCALE

60 0 30 60 120 240

(IN FEET)
1 inch = 60 ft.



ANNEXATION MAP: AN-___-___, _____
9.55 ± ACRES
TOWN OF WAKE FOREST
FULFILLS REQUIREMENTS OF N.C.G.S. 160A-29
ORDINANCE #
ADOPTED:
EFFECTIVE DATE OF ANNEXATION:
I, THERESA SAVARY, TOWN CLERK, TOWN OF WAKE FOREST, NORTH CAROLINA CERTIFY THAT THIS IS A TRUE AND ACCURATE MAP OF ANNEXATION ADOPTED THE _____ DAY OF _____, 20____, BY THE WAKE FOREST BOARD OF COMMISSIONERS. I SET MY HAND AND SEAL OF THE TOWN OF WAKE FOREST,

_____, 20_____

_____
THERESA SAVARY

CLASS OF SURVEY: A
POSITIONAL ACCURACY: 0.06'
TYPE OF GPS FIELD PROCEDURE: NC REAL TIME NETWORK
DATES OF SURVEY: AUGUST 2022
DATUM/EPOCH: NAD83 / NSRS 2011 / SPC
GEOID MODEL: 18
COMBINED GRID FACTOR(S): 0.99992692
UNITS: US SURVEY FEET

LEGEND

BM	BOOK OF MAPS
DB	BOOK
PG	PAGE
PKS	PK NAIL SET
EIP	EXISTING IRON PIPE
IPS	IRON PIPE SET
R/W	RIGHT OF WAY
RCP	REINFORCED CONCRETE PIPE
	BOUNDARY CORNER FOUND
	BOUNDARY CORNER SET
	COMPUTED POINT
	MANHOLE
	WELL
	UTILITY HANDHOLE
	UTILITY METER
	UTILITY POLE
	GUY WIRE
	FIRE HYDRANT
	TRAFFIC SIGNAL POLE
	CLEAN OUT
	TELEPHONE PEDESTAL
	DROP INLET
	CURB INLET
	UTILITY VALVE
	FENCE
	OVERHEAD UTILITY LINE
	PROPERTY LINE
	RIGHT OF WAY
	NON-SURVEYED LINE
	STREAM TOP OF BANK
	PAVEMENT
	GRAVEL
	STREAM BUFFER
	WETLAND
	PROPOSED ANNEXATION
	EXISTING CITY LIMITS

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

ANNEXATION MAP
FOR THE TOWN OF WAKE FOREST

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

REVISIONS

1. EXCLUDED RIGHT OF WAYS FROM ANNEXATION AREA & UPDATED LEGAL DESCRIPTION. 03-07-2024

DESIGNED BY:	BCSC
DRAWN BY:	CJM
CHECKED BY:	SPC
SCALE:	1" = 60'
DATE:	10/17/2022
DRAWING #:	220592

SHEET 1 OF 1

P:\2022 Projects\220592 Burlington Mill\DWG\220592 Burlington Mill - Annexation Plat.dwg, 3/7/2024 10:34:34 AM

TOWN of
WAKE FOREST

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

CONTIGUOUS ANNEXATION PETITION APPLICATION

(Last updated: July 2013)

Submittal Date: _____

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

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

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

Legal description attached.

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

Name	Address	Signature	Date
Emmitt Alan Davis	301 Green Hill Rd Louisburg, NC 27549	Emmitt Alan Davis	3/5/2024
Marshall Edward Davis	134 AFJ Ranch Road Ellerbe, NC 28338		
George D. Davis III	P.O. Box 374 Independence, VA 24348		

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

TOWN *of*
WAKE FOREST

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CONTIGUOUS ANNEXATION PETITION APPLICATION

(Last updated: July 2013)

Submittal Date: _____

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

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

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

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

TOWN of
WAKE FOREST

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301 S. Brooks Street
Wake Forest, NC 27587
t 919.435.9510
f 919.435.9539
www.wakeforestnc.gov

CONTIGUOUS ANNEXATION PETITION APPLICATION

(Last updated: July 2013)

Submittal Date: 2-28-24

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

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

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

Legal description attached.

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

Name	Address	Signature	Date
Emmitt Alan Davis	301 Green Hill Rd Louisburg, NC 27549		
Marshall Edward Davis	134 AFJ Ranch Road Ellerbe, NC 28338	Marshall Davis	2-28-24
George D. Davis III	P.O. Box 374 Independence, VA 24348		

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

ORDINANCE 2024-XXX

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

(Contiguous annexation submitted by property owners Eunice M Rogers Heirs for property associated with the rezoning request RZ-22-09, located at 3133 Burlington Mills Road and 8993 Ligon Mill Road being Wake County PINs 1749-00-7207 and 1749-00-6732 being approximately 9.55 acres.)

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

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

WHEREAS, the Town Clerk has certified the sufficiency of said petition and a public hearing on the question of this annexation was held at the Town of Wake Forest Town Hall at 6:00 p.m. on May 21, 2024, after due notice by publication on April 30, 2024; and

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

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

Section 1. By virtue of the authority granted by N.C.G.S. 160A-31, as amended, the following described territory is hereby annexed and made part of the Town of Wake Forest as of the 21st day of May, 2024

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

Section 2. Upon and after the 21st day of May, 2024, the territory and its citizens and property shall be subject to all debts, laws, ordinances, and regulations in force in the Town of Wake Forest and shall be entitled to the same privileges and benefits as other parts of the Town of Wake Forest. Said territory shall be subject to municipal taxes according to N.C.G.S. 160A-58.10.

Section 3. The Mayor and the Town of Wake Forest shall cause to be recorded in the office of the Register of Deeds of Wake County, and in the office of the Secretary of State at Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1 hereof, together with a duly certified copy of this ordinance.

Adopted and effective this 21st day of May 2024.

_____
Vivian A. Jones
Mayor

ATTEST:

APPROVED AS TO FORM:

_____
Theresa Savary
Town Clerk

_____
Hassan Kingsberry
Town Attorney

Board of Commissioners Agenda Item Report

Agenda Item No.: 2024-110-
Submitted by: Tim Richards
Submitting Department: Planning
Meeting Date: May 21, 2024

SUBJECT
Public Hearing on LEGISLATIVE CASE RZ-23-03, White Street Mixed Use, a conditional district rezoning filed by Chase Massey on behalf of Thales Academy, Inc., to rezone 3.93 acres located at 0 North White Street, being Wake County Tax PIN 1841966020, from Neighborhood Business (NB) to Neighborhood Mixed-Use Conditional District (NMX-CD).

Recommendation:

Item Summary:

ATTACHMENTS

- BOC Agenda Summary RZ-23-03.pdf
- RZ-23-03 Staff Report.pdf
- Attachment A - Neighborhood Meeting.pdf
- Attachment B - Application.pdf
- Attachment C - Maps.pdf
- Attachment D - Planning Board Recommendation and Plan Consistency Analysis.pdf
- Attachment E - TIA Executive Summary.pdf
- Exhibit 1 - Legal Description.pdf
- Exhibit 2 - Consistency Statement.pdf
- Exhibit 3 - Proposed White Street Mixed Use Master Plan.pdf
- Ordinance RZ-23-03.docx

Agenda Item: Public hearing on LEGISLATIVE CASE RZ-23-03, White Street Mixed Use, a conditional district rezoning filed by Chase Massey on behalf of Thales Academy, Inc., to rezone 3.93 acres located at 0 North White Street, being Wake County Tax PIN 1841966020, from Neighborhood Business (NB) to Neighborhood Mixed-Use Conditional District (NMX-CD).

Summary: A public comment session was held at the April 9, 2024, Planning Board meeting. The Planning Board voted 7-0 to find the request consistent with the Community Plan and reasonable and in the public interest and recommended approval of the zoning map amendment (rezoning) request. The Planning Board made the following suggestions for the applicant to consider:

- Providing protection on the north side of the site for the roots of trees located off-site in Flaherty Park
- Designating some of the rental units for affordable housing

Since the Planning Board meeting, the applicant has modified the proposed conditions as follows:

- *Condition #2:* Revised to reference the gathering space shown on the master plan.
- *Condition #3:* Added three uses to the list of uses not allowed: alcohol beverage sales store, bar/tavern, and gun sales store.
- *Condition #12:* A new condition requiring the installation of tree protection fencing along the northeastern parcel line prior to any grading or construction activities in order to protect the roots of existing off-site trees within the Flaherty Park driveway area.
- *Conditions #13 and 14:* New conditions requiring that at least six percent of dwelling units constructed on the site be affordable units (annual rent not more than 30 percent of the annual income of a household with an income of 70 percent of the Area Median Income) for at least ten years, with an annual certification from the landowner to the Planning Department verifying compliance with the requirement.

Planning staff presented the rezoning request to the Board of Commissioners at its May 7, 2024, work session.

Attachments: See Staff Report.

Staff Report
Case RZ-23-03: White Street Mixed Use

Meeting Date	May 21, 2024
Requested Actions	Consideration of the following items related to the Conditional Zoning request for 0 North White Street: 1. Act on Plan Consistency Statement 2. Rezone 3.93 acres on the Town of Wake Forest Zoning Map from Neighborhood Business (NB) to Neighborhood Mixed-Use Conditional District (NMX-CD).
Case Manager	Tim Richards, Senior Planner - Development Services
Planning Board Recomendation	Recommended approval by a vote of 7-0 of the zoning map amendment request. The Planning Board made the following suggestions for the applicant to consider: • Providing protection on the north side of the site for the roots of trees located off-site in Flaherty Park • Designating some of the rental units for affordable housing Since the Planning Board meeting, the applicant has modified the proposed conditions as follows: • *Condition #2:* Revised to reference the gathering space shown on the master plan. • *Condition #3:* Added three uses to the list of uses not allowed: alcohol beverage sales store, bar/tavern, and gun sales store. • *Condition #12:* A new condition requiring the installation of tree protection fencing along the northeastern parcel line prior to any grading or construction activities in order to protect the roots of existing off-site trees within the Flaherty Park driveway area. • *Conditions #13 and 14:* New conditions requiring that at least six percent of dwelling units constructed on the site be affordable units (annual rent not more than 30 percent of the annual income of a household with an income of 70 percent of the Area Median Income) for at least ten years, with an annual certification from the landowner to the Planning Department verifying compliance with the requirement.

PUBLIC MEETINGS

Neighborhood Meeting	Public Comment Session	Public Hearing
3/8/2023 *(See Attachment A)*	4/9/2024	5/21/2024

CASE INFORMATION

Applicant	Chase Massey FLM Engineering, Inc. PO Box 91727 Raleigh, NC 27675
Developer	David Phillips Tall Pines Custom Homes, LLC 8652 Valley Brook Drive Raleigh, NC 27613
Property Owner	Thales Academy, Inc. 4641 Paragon Park Road Raleigh, NC 27616
Location	Southeast corner of the intersection of North White Street and Royal Mill Avenue
Addresses	0 North White Street
Wake County Tax PIN	1841966020
Acreage	3.93
Zoning	Existing: Neighborhood Business (NB) Proposed: Neighborhood Mixed-Use Conditional District (NMX-CD)
Land Use	Existing: Undeveloped/Vacant Proposed: Mix of general commercial, restaurant, and multi-family
Corporate Limits	This application is located in the Town's corporate limits.

See Attachment B for a copy of the application and Attachment C for Aerial, Zoning, and Land Use Maps.

SURROUNDING LAND USES AND ZONING

	Land Use	Zoning
North	Public park (J.B. Flaherty Park) Residential (single-family detached) Undeveloped/Vacant	Open Space (OS), Light Industrial (LI)
South	Public Park (J.B. Flaherty Park) Undeveloped/Vacant Residential (single-family detached)	Open Space (OS), Neighborhood Business (NB), General Residential 5 (GR5)
East	Public Park (J.B. Flaherty Park)	Open Space (OS)
West	Undeveloped/Vacant	Neighborhood Business (NB), Light Industrial (LI)
The proposed land use is generally **compatible** with surrounding land uses. The proposed zoning is generally **compatible** with surrounding zoning. *See Attachment C for associated maps.*		

MASTER PLAN ANALYSIS

Open Space	Required:	None (project less than five acres)
	Proposed:	None
	Summary:	*The proposed Master Plan **complies** with the minimum open space percentage requirement in the UDO.*
Park Space	Required:	None (project less than five acres)
	Proposed:	None
	Summary:	*The proposed Master Plan **complies** with the minimum park space percentage requirement in the UDO.*
Roads	Required:	The Town's Comprehensive Transportation Plan (CTP) categorizes North White Street as a Minor Thoroughfare with a 3A cross section and a multi-use path along the site's frontage. The CTP categorizes Royal Mill Avenue as a Major Thoroughfare with a 3A cross section and a multi-use path along the site's frontage. The CTP's 3A cross section includes a 12' center turning lane, two 12' travel lanes, and on this site's frontage, a 2.5' curb and gutter, and 6' verge with street trees, a 10' multi-use path, and a 1' strip behind the multi-use path. New development is required to dedicate additional right-of-way and make frontage improvements necessary to accommodate the recommended cross section and bring the frontage into conformity with the cross section (see UDO Sections 6.6 and 6.8).

		A Transportation Impact Analysis (TIA) was completed for the proposed development and recommended the following modifications to the existing transportation system: • A 50' left turn lane extending from the North White Street driveway to the northeast on North White Street. Full movement driveways on both North White Street and Royal Mill Avenue.
	Proposed:	The proposed development includes the dedication of additional right-of way on North White Street, as well as the installation of curb and gutter, verge with street trees, and multi-use paths on both North White Street and Royal Mill Avenue frontages, consistent with the 3A cross section. A left turn lane is proposed on North White Street and full movement driveways are proposed on both North White Street and Royal Mill Avenue, as recommended in the TIA.
	Summary:	The proposed Master Plan **complies** with the minimum roadway infrastructure requirements in the UDO.
Parking	Required:	258 spaces (117 multifamily: 1.8 x 65 units; 91 general commercial: 32,000/350 sf; 50 restaurant: 10,000/200 sf) 12 bicycle spaces (10 multifamily & general commercial: 208/40 x 2; 2 restaurant: 50/50 x 2)
	Proposed:	238 spaces (proposed condition 1.5 spaces per multifamily unit) 12 bicycle spaces (6 inverted U racks, covered and weather resistant)
	Summary:	*The proposed Master Plan **does not comply** with the minimum automobile parking requirements in the UDO. The proposed Master Plan **complies** with the minimum bicycle parking requirements in the UDO*
Public Utilities	Required:	Per UDO Section 6.3.1, the developer must connect to the municipal water and sewer systems.
	Proposed:	A water line connection to the existing water main on North White Street is proposed to serve the development. A new 8" sanitary sewer main serving the development is proposed to connect to the existing sanitary sewer main on Groveton Trail, across Royal Mill Avenue and two intervening parcels.
	Summary:	*The proposed Master Plan **complies** with the public utility requirements in the UDO.*

PROPOSED MODIFICATIONS OF UDO STANDARDS

More Stringent: **Table 2.2.3, Table of Urban District Development Standards**

Proposed: 4 stories maximum building height (condition #1)

Required: 6 stories maximum building height

Less Stringent: **Table 2.2.3, Table of Urban District Development Standards**

Proposed: Maximum front setbacks to be measured from the edge of existing utility easements along North White Street and Royal Mill Avenue (condition #5)

Required: Maximum front setbacks to measured from front lot lines (i.e., right-of-way)

Less Stringent: **Section 17.4, Definitions**

Proposed: Principal front lot line to be along North White Street, a Minor Thoroughfare (condition #4)

Required: Principal front lot line abuts the street with higher classification, in this case Royall Mill Avenue, a Major Thoroughfare

More Stringent: **Table 2.3.3, Use Table:**

Proposed: The following uses are not allowed (condition #3):

- Pawnshop
- Gas/Fueling Station
- Vehicle Services – Minor Maintenance/Repair
- Small Equipment Repair/Rental
- Drive-Thru/Drive-In Facility
- Vape Shop
- Funeral Home/Crematorium
- Alcohol Beverage Sales Store
- Bar/Tavern
- Gun Sales Store

Allowed: All listed uses are allowed, either by-right or as a special use, in the NMX district (vape shop is classified under the use General Commercial)

Less Stringent: **Section 9.4, Parking Requirements**

Proposed: Automobile parking provided at a rate of 1.5 spaces per multifamily unit (condition #6)

Required: Off-street automobile parking at a rate of 1.8 spaces per multifamily unit

Less Stringent: **Section 9.8.1.D, Driveway Channelization**

Proposed: 97’ channelization length on Royal Mill Avenue driveway (condition #9)

Required: 100’ driveway channelization length for high-density mixed-use development

More Stringent: **Section 6.8.1, Sidewalks** *Proposed:* Direct pedestrian access to be provided from the multi-use path on North White Street to individual business entrances along the North White Street building frontage (condition #11) *Required:* Sidewalks required within commercial areas and places with high pedestrian volumes to meet anticipated pedestrian activity
Less Stringent: **Section 6.3, Required Improvements for All Development** *Proposed:* Electric power lines along both street frontages to remain above ground (conditions #7 and #8) *Required:* Burial of existing above-ground powerlines required when the lines are located on the property under development

COMPREHENSIVE PLAN CONSISTENCY

Community Plan (2022)	The proposed zoning map amendment is generally consistent with the adopted 2022 Community Plan. The main Plan policies supporting this conclusion are: • Land Use Plan (page 40): Neighborhood Commercial areas are local commercial nodes that provide surrounding residents with convenient access to day-to-day goods and services. New Neighborhood Commercial uses should include vertical mixed use buildings with ground-floor commercial and upper-story residential or office. High levels of pedestrian and bicycle access to residential areas should be emphasized, with well-connected sidewalks, trails, and bicycle routes ensuring residents can easily access Neighborhood Commercial nodes without having to drive. • Commercial & Industrial Areas Plan – Area #2 (page 54): Neighborhood-serving retail and services should serve as a buffer between the railroad and the residential areas to the east while providing the residential areas with access to a variety of food and drink establishments, shops, personal services, and other local businesses. Parking lots should be located to the rear. Continuous sidewalks should support high pedestrian connectivity between businesses. A multi-use path along North White Street should further improve pedestrian access and connectivity. • Setbacks and Parking Lots (page 68): New businesses should be situated at or near the property line to improve walkability. Off-street parking should be located to the side or rear of the primary building, and pedestrian walkways in parking lots should be provided to enhance connectivity and safety. • Sidewalks and Multi-Use Paths (page 78): Multi-use paths should be encouraged along the main road in new developments. Multifamily and commercial developments should include strong pedestrian networks within and between their sites. • Gateways (page 88): Improve roadway infrastructure along key gateway routes to enhance their character and multimodal connectivity.

Housing Affordability Plan (2022)	The Housing Affordability Plan is not applicable to the zoning map amendment request.
Historic Preservation Plan (2022)	The Historic Preservation Plan is not applicable to the zoning map amendment request.
Northeast Community Plan (2021)	The Northeast Community Plan is not applicable to the zoning map amendment request.
Comprehensive Transportation Plan (2019)	The proposed zoning map amendment is generally consistent with the Comprehensive Transportation Plan (see roads discussion under Master Plan Analysis above).
Renaissance Plan (2017)	The Renaissance Plan is not applicable to the zoning map amendment request.
Park, Recreation, and Cultural Resources Master Plan (2015)	The Parks, Recreation, and Cultural Recourses Master Plan is not applicable to the zoning map amendment request.
Public Art Vision Plan (2009)	The Public Art Vision Plan is not applicable to the zoning map amendment request.
See Attachment D for detailed Plan Consistency Analysis. Note that Comprehensive Transportation Plan consistency is addressed in the Master Plan Analysis above and not in Attachment D.	

STAFF RECOMMENDATION

The zoning map amendment request is generally **Consistent** with the relevant policies in the Comprehensive Plan, and **Approval** of the zoning map amendment request is reasonable and in the public interest.

ATTACHMENTS

Attachment A: Neighborhood Meeting
Attachment B: Application
Attachment C: Maps
Attachment D: Planning Board Recommendation and Plan Consistency Analysis
Attachment E: TIA Executive Summary

EXHIBITS

Exhibit 1: Legal Description
Exhibit 2: Consistency Statement
Exhibit 3: Proposed White Street Mixed Use Master Plan

Randy Herman
PO Box 90426
Raleigh, NC 27676
(o) 919.825.1250
(f) 919.882.8297
rherman@bafolk.com

February 13, 2023

Re: 0 White Street

Dear Neighbor:

You are invited to attend a neighborhood meeting on Wednesday March 8 from 5:00pm to 6:00pm. The meeting will be held at Wake Forest Town Hall.

The purpose of this meeting is to discuss a rezoning of a 3.93-acre parcel of real property located at the intersection of White Street and Royal Mill Ave. This site is current zoned Neighborhood Business (NB). The proposed zoning designation is Neighborhood Mixed Use with Conditions (NMX-CU). A sample of the proposed site plan is attached.

The Town of Wake Forest requires that a neighborhood meeting be held involving the property owners within 500 feet of the area requested for rezoning. At the neighborhood meeting, the proposed site plan and zoning conditions will be discussed in detail. After the meeting a report will be submitted to the Wake Forest Planning Department. Any other person attending the meeting can submit written comments about the meeting or the request in general.

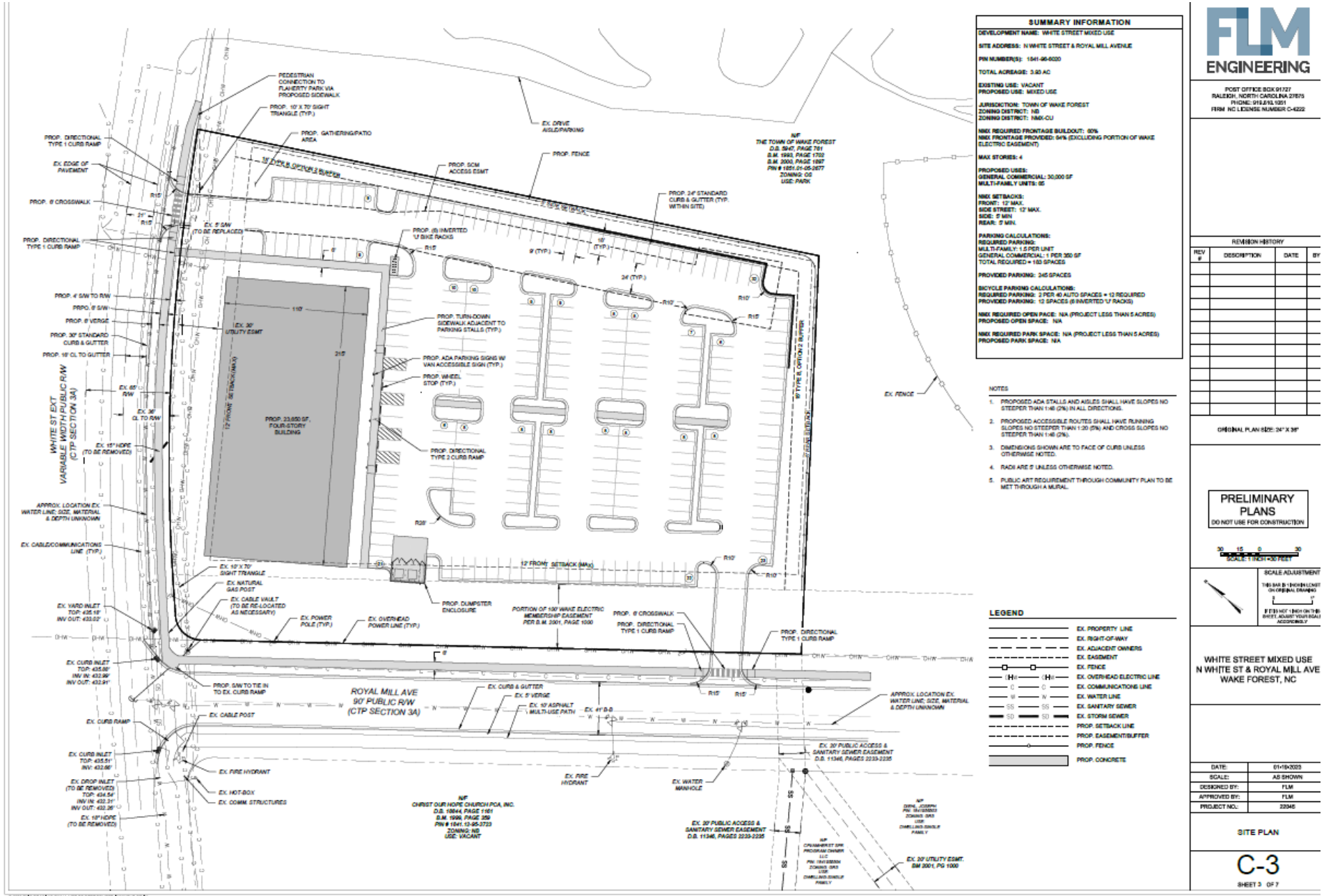
If you have any concerns or questions I can be reached using the contact information above.

Information about the rezoning process is available online; visit https://www.wakeforestnc.gov/planning/zoning. If you have further questions about the rezoning process, or would like to submit written comments after the meeting please contact the Town of Wake Forest at (919) 435-9400.

Thank you,

Randy H. Herman

Draft Site Plan



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REID	PIN_NUM	OWNER	ADDR1	ADDR2	ADDR3
305826	1841953420	BARBOUR, ELMON A JR BARBOUR, SHERRY H	501 GROVETON TRL	WAKE FOREST NC 27587-2189	
305829	1841951681	BOYKIN, ROSA MILLER	409 GROVETON TRL	WAKE FOREST NC 27587-2191	
306080	1841958202	SCOTT, JAMES O SCOTT, FRANCINE	521 ROOKWOOD CT	WAKE FOREST NC 27587-2293	
306082	1841957313	FOLEY, KRISTIN	513 ROOKWOOD CT	WAKE FOREST NC 27587-2293	
306090	1841955255	HORNE, RICHARD LANCE HORNE, NATALIE J	516 ROOKWOOD CT	WAKE FOREST NC 27587-2292	
306091	1841956109	ICKLAN, JOHN ICKLAN, SHERRILL E	520 ROOKWOOD CT	WAKE FOREST NC 27587-2292	
22557	1841863145	PRESIDENTIAL INVESTORS INC	818 S WHITE ST	WAKE FOREST NC 27587-2961	
305824	1841954226	AMH 2015-1 BORROWER LLC	30601 AGOURA RD STE 200	AGOURA HILLS CA 91301-2148	
306088	1841954430	FORSTER, ROBERT R FORSTER, PATRICIA	628 ELIZABETH AVE	WAKE FOREST NC 27587-2122	
242148	1841953723	CHRIST OUR HOPE CHURCH PCA INC	203 CAPCOM AVE STE 107	WAKE FOREST NC 27587-6514	
305828	1841952523	OROZCO, THOMAS I	3370 NE 190TH ST APT 1202	MIAMI FL 33180-2408	
306085	1841956503	DIEHL, JOSEPH	501 ROOKWOOD CT	WAKE FOREST NC 27587-2293	
268096	1841961654	SALTER, JAMES CHRISTOPHER	1024 WINTER BLOOM CT	WAKE FOREST NC 27587-5171	
186776	1841968602	W-H ROCKY MOUNT LLC	PO BOX 1885	WAKE FOREST NC 27588-1885	
79786	1841967446	WRENN, ROBERT LEE	1701 NEW HILL OLIVE CHAPEL RD	APEX NC 27502-6707	
200699	1851052677	WAKE FOREST TOWN OF	301 BROOKS ST	WAKE FOREST NC 27587-2901	
200700	1851066469	WAKE FOREST TOWN OF	301 BROOKS ST	WAKE FOREST NC 27587-2901	
305830	1841951639	W KEITH REAL ESTATE LLC	604 E JONES AVE	WAKE FOREST NC 27587-2710	
22569	1841964371	GRANITE PROPERTIES & MANAGEMENT LLC	PO BOX 400	ROLESVILLE NC 27571-0400	
191005	1841967917	PEARCE, DAVID PEARCE, JENNIFER	1104 KULLANA LN	WAKE FOREST NC 27587-7198	
306084	1841956435	NELSON, JENNIFER N. MEURER, KEVIN M.	505 ROOKWOOD CT	WAKE FOREST NC 27587-2293	
305825	1841953372	AMH 2014-3 BORROWER LLC	AMERICAN HOMES 4 RENT	30601 AGOURA RD STE 200	AGOURA HILLS CA 91301-2148
299721	1841964652	RESTA, RICCARDO P RESTA, JULIA F	344 AMARYLLIS WAY	WAKE FOREST NC 27587-4005	
299722	1841963623	MAUNEY, SAMUEL D MAUNEY, LEANNA D	340 AMARYLLIS WAY	WAKE FOREST NC 27587-4005	
306083	1841956379	HOLMBERG, KURT L	11308 TIMBERGROVE LN	RALEIGH NC 27614-7529	
306089	1841955302	BRADLEY, DAVID S HEIRS BRADLEY, MARK S TRUSTEE	3409 GREENVILLE LOOP RD	WAKE FOREST NC 27587-8884	
305827	1841952477	LY, SOPHIA A TRUSTEE 417 GROVETON TRAIL TRUST	406 ALL SAINTS PL	CARY NC 27513-6196	
299723	1841962773	BABAJIDE, BABATOPE BABAJIDE, UGOCHI	336 AMARYLLIS WAY	WAKE FOREST NC 27587-4005	
305823	1841954179	IVA HOLDINGS LLC	3607 FALLS RIVER AVE STE 115	RALEIGH NC 27614-7365	
299719	1841965870	WAGNER, MARIA WOLF, JOSEPH	1100 KULLANA LN	WAKE FOREST NC 27587-7198	
186777	1851060814	WRIGHT PARTNERS LLC	PO BOX 1885	WAKE FOREST NC 27588-1885	
306087	1841954428	PEREZ, DAMARIS I	504 ROOKWOOD CT	WAKE FOREST NC 27587-2292	
278480	1841966020	THALES ACADEMY INC	4641 PARAGON PARK RD	RALEIGH NC 27616-3406	
268097	1841960652	EDWARDS, HELEN S	1020 WINTER BLOOM CT	WAKE FOREST NC 27587-5171	
306086	1841955504	CPI/AMHERST SFR PROGRAM OWNER LLC	5001 PLAZA ONTHE LAKE	SUITE 200	AUSTIN TX 78746
306081	1841957258	LOMBARDI, GABRIEL VOHRYZEK	517 ROOKWOOD CT	WAKE FOREST NC 27587-2293	
12471	1841966422	W-H ROCKY MOUNT LLC	1225 N WHITE ST	WAKE FOREST NC 27587-7120	
299720	1841965721	SARACENO, SAMANTHA SAFFIE, KYLE	348 AMARYLLIS WAY	WAKE FOREST NC 27587-4005	
305832	1841950606	TUNELL, LISABETH P TUNELL, BRADFORD G	400 GROVETON TRL	WAKE FOREST NC 27587-2190	
305831	1841950761	LOZANO, ADRIANA TERESA	401 GROVETON TRL	WAKE FOREST NC 27587-2191	

MEETING MINUTES

March 8, 2023

A neighborhood meeting was held March 8, 2023 to discuss rezoning of property located at 0 White Street. Meeting notices were properly mailed per guidance from the Town of Wake Forest. The meeting was held at Wake Forest Town Hall in Meeting Room B from 5:00 to 6:00.

The following were present on behalf of the developer:

Randy Herman, BA Folk
Chase Massey, FLM Engineering

The following residents were present:

Gabe Sylvia, 924 Federal House Ave
Sherry Barbour, 501 Groveton Trl
Kim Bowers, 500 Groveton Trl
Rosa Miller-Boykin, 409 Groveton Trl
Lawson Williams, 1504 Samuel Wait Ln
Natasha Wells, 404 Groveton Trl
Mike Coler, 412 Moultonboro Ave
Bryan Diehl, 501 Rookwood Ct

Mr. Herman presented information regarding the site plan, proposed zoning district and proposed conditions.

Neighbors suggested adding the following to the list of forbidden uses: gun shop, mattress store, mortuary, ABC store, vape shop, medical/dental office and bar without food service

Several neighbors suggested that a desirable commercial tenant would be a grocery store since there is currently no grocery store on the north side of town

One neighbor objected to the proposal for a 4-story building, suggesting that 3 stories would be more in keeping with the area

Several neighbors expressed concerns about the impact on infrastructure, including roads and sewer lines

Several people mentioned the possibility of a Royal Oak extension with an overpass over the railroad tracks. Neighbors expressed a preference for this connect to be made quickly.

The meeting ended around 5:50.

Conditional District Rezoning Application

(Conditional District Rezoning 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 #942579

Project Title: White Street Mixed Use Rezoning
Application Type: Conditional District Rezoning
Workflow: Conditional District Rezoning
Jurisdiction: Town of Wake Forest (Wake County)
State: NC
County: Wake

Submittal Requirements

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 CONDITIONAL DISTRICT REZONING 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 that you have reviewed the associated submittal checklist for this permit and that 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: 11/14/2022
Staff Member Met With: Patrick Reidy
Pre-application Conference Project Number: Call set up through Emma Linn, 11/14/22

Address & Basic Site Information

Please Note:
In some cases, a parcel address may not verify. In the event that our system is unable to verify the address you enter, please submit the project as an *Unverified Parcel* and provide zoning and land use information as requested below. For verified addresses, the zoning and land use information will be added to the application automatically (you do not need to provide it below).

Project Address or PIN:

- 1841966020 (Unverified)

Tax PIN: 1841966020 (Unverified)

- 1841966020 (Unverified)

Acreage: 3.93

Name of Existing Development/Subdivision (if applicable--for reference only): White Street Mixed Use

For unverified addresses/parcels only, please provide below 1) the current use of the parcel, 2) the zoning district(s) it is in, and 3) any overlay districts that apply. Reference the zoning map and the overlay districts map on the town's website.

Current Use & Zoning (required only if address/parcel is unverified):
Vacant; NB

*Note: Projects falling outside the limits of the Town or ETJ will be required to submit an annexation petition in conjunction with their project submittal. In this case, please return to the home screen and select **Annexation Petition** from the application type drop down.*

GIS Site Information (Automatically Generated - Not Available for Unverified Addresses)

Parcel Area:
Wake Forest (WF):
Base District:
In SH2-O Overlay:
In TND Overlay:
In HL-O Overlay:
In National Register of Historic Places:
Current Use:
Planning and Zoning:
In SH1-O Overlay:
In Water Supply Watershed Protection Overlay:
In SF Overlay:
In MVCP-O Overlay:
In Flood Hazard Area:

Additional Zoning Information

Currently a Conditional District?: No
Currently a Conditional Use?: No
Is there an existing Special Use Permit for the Property?: No
Case Number of related site plan (if applicable):
Case Numbers of other related approvals (if applicable):

Project Contacts

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
Chase Massey
FLM Engineering, Inc.
PO Box 91727, Raleigh
Raleigh, NC 27675
P:9196101051
cmassey@flmengineering.com

Project Contact - Property Owner
Robert Luddy
Thales Academy
4641 Paragon Park Road
Raleiegh, NC 27616
P:919.882.2410
bob@captiveaire.com

Project Contact - Developer
David Phillips

8652 Valley Brook Drive
Raleigh, NC 27613
P:919-625-6763
david.phillips1358@gmail.com

Project Contact - Engineer
Chase Massey
FLM Engineering, Inc.
PO Box 91727, Raleigh
Raleigh, NC 27675
P:9196101051
cmassey@flmengineering.com

Transportation Impact Analysis

As per Section 6.11.1 of the UDO is the project required to provide a Traffic Impact Analysis (TIA)?: Yes

Was the TIA reviewed in a separate permit prior to this application?: Yes

Project Number:

For projects requiring a TIA, a separate TIA application must be submitted in conjunction with this application. Please review the TIA submittal checklist and submit a ***Transportation Impact Analysis Review*** application in IDT.

If the request is to a Conditional District (CD), this application should be accompanied by a master plan that includes land use, existing conditions, buildings, lots, etc. per Chapter 15 of the UDO. In addition, please provide a narrative of the proposed use and list any proposed conditions.

Proposed Conditional Zoning District: NMX-CD, Neighborhood Mixed-Use

Proposed Land Use: Commercial & Residential

Proposed Number of Lots: 1

Number of Buildings: 1

Number of Single-Family Lots: 0

Number of Townhome Lots: 0

Number of Multi-Family Units: 65

Number of Stories: 4

Square Footage of All Buildings (non-residential): 94600

Plan Information - Conditional Rezoning

Description of Request:
Rezoning to Neighborhood Mixed-Use Conditional District - (NMX-CD)

Initial Proposed Conditions Offered by Applicant:
Please see signed letter included with this submittal.

Justification of Consistency with Comprehensive Plan:
Project is consistent with comprehensive plan.

FLMENGINEERING

April 22, 2024

Tim Richards, AICP, CZO
Senior Planner - Development Services
Town of Wake Forest
301 S Brooks Street
Wake Forest, NC 27587

Reference: White Street Mixed Use (RZ-23-03)
Proposed Zoning Conditions

Dear Mr. Richards:

The proposed zoning conditions for the White Street mixed use project, Town of Wake Forest Case No. RZ-23-03, are listed below:

1. Building height shall not exceed four stories.
2. Gathering space shall be provided as shown on the approved master plan, and shall have a public art component.
3. Allowable uses shall not include pawn shop, gas/fueling station, vehicle services – minor maintenance/repair, small equipment repair/rental, drive-thru/drive-in facility, vape shop, funeral home/crematorium, alcohol beverage sales store, bar/tavern, or gun sales store.
4. The lot line abutting North White Street shall be considered the principal front lot line.
5. Maximum front setbacks to be measured from the edge of existing utility easements along Royal Mill Avenue and North White Street.
6. Multi-family parking rate: 1.5 spaces per unit.
7. Existing Wake Electric transmission line along Royal Mill Avenue to remain and not be buried.
8. Existing Wake Electric overhead distribution line along North White Street to remain and not be buried.
9. Proposed Royal Mill Avenue minimum driveway channelization to be 97'.
10. Developer shall complete all improvements recommended in the approved Transportation Impact Analysis.
11. Direct pedestrian access from the multi-use path on North White Street shall be provided to individual business entrances along the North White Street building frontage.

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PO Box 91727, Raleigh, NC 27675 p | 919.423.8975

12. Prior to any grading or other construction activities on the site, tree protection fencing shall be installed along northeastern parcel line to protect roots of existing off-site trees within the Flaherty Park driveway area.

13. At least 6% of the dwelling units constructed on the site shall be affordable housing units. As used herein, an "affordable housing" unit is any dwelling unit that is offered for rent at an effective monthly rent equal to or less than the maximum rent affordable for households with an income of 70% of the Area Median Income ("AMI") in the Raleigh, North Carolina Metropolitan Statistical Area published by HUD. The affordable units shall be offered for rent for a minimum of ten (10) years from the date of issuance of the first certificate of occupancy permitting residential use after the effective date of these conditions. For the purposes of this condition, an annual rent equal to or less than 30% of the annual income of a household with an income of 70% AMI in the Raleigh MSA shall be considered affordable for households with an income of 70% AMI.

14. The owner shall update the rental rate for each affordable housing unit then being marketed for rent annually based on the current updated AMI published by HUD. In the event the Town of Wake Forest or Wake County establishes a program in the future which provides incentives for affordable housing units, this project shall be eligible to participate in such a program if qualifications of such program are met. Beginning on December 31st of the first full year following owner's receipt of the final certificate of occupancy for the project and prior to December 31st for every year thereafter, the owner of record shall provide an annual certification of compliance with this zoning condition to the Town of Wake Forest Planning Department, which lists the rental rate for the affordable housing units and verifies that the tenants in those affordable housing units do not exceed the 70% AMI income threshold. The owner shall not be required to submit annual certifications to the Town regarding affordable housing units after the expiration of the 10-year affordability period.

Sincerely,

Robert Luddy on behalf of Thales Academy, Inc.

TOWN OF WAKE FOREST

AGENT AUTHORIZATION FORM:

Application #: RZ-23-03 Submittal Date: _____

Thales Academy Inc is the owner of the property for which the attached application is being submitted:

- [x] General Use Rezoning or Conditional District Rezoning
- [ ] Site Master Plan
- [ ] Subdivision Master Plan
- [ ] Construction Drawings
- [ ] Variance
- [ ] Major Architectural Review

The property is located at: 0 White Street

The agent for this project is: Chase Massey

☐ I am the owner of the property and will be acting as my own agent.

Name: Robert L. Luddy

Address: 4641 Paragon Park Rd, Raleigh, NC 27616

Telephone Number: 919-882-2410 Fax: 919-882-5204

Email Address: bob@captiveaire.com

Signature(s) of Owner(s):

Robert L Luddy

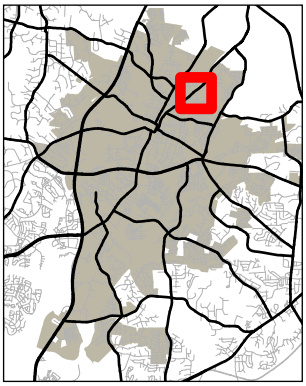
Print or type name(s):

ROBERT L. LUDDY

Attach additional sheets if there are additional owners.

***Owner of record as shown on the latest equalized assessment rolls of Wake County. (An option to purchase does not constitute ownership). If ownership has been recently transferred, a copy of the deed must accompany this authorization.**

Last update: August 2018

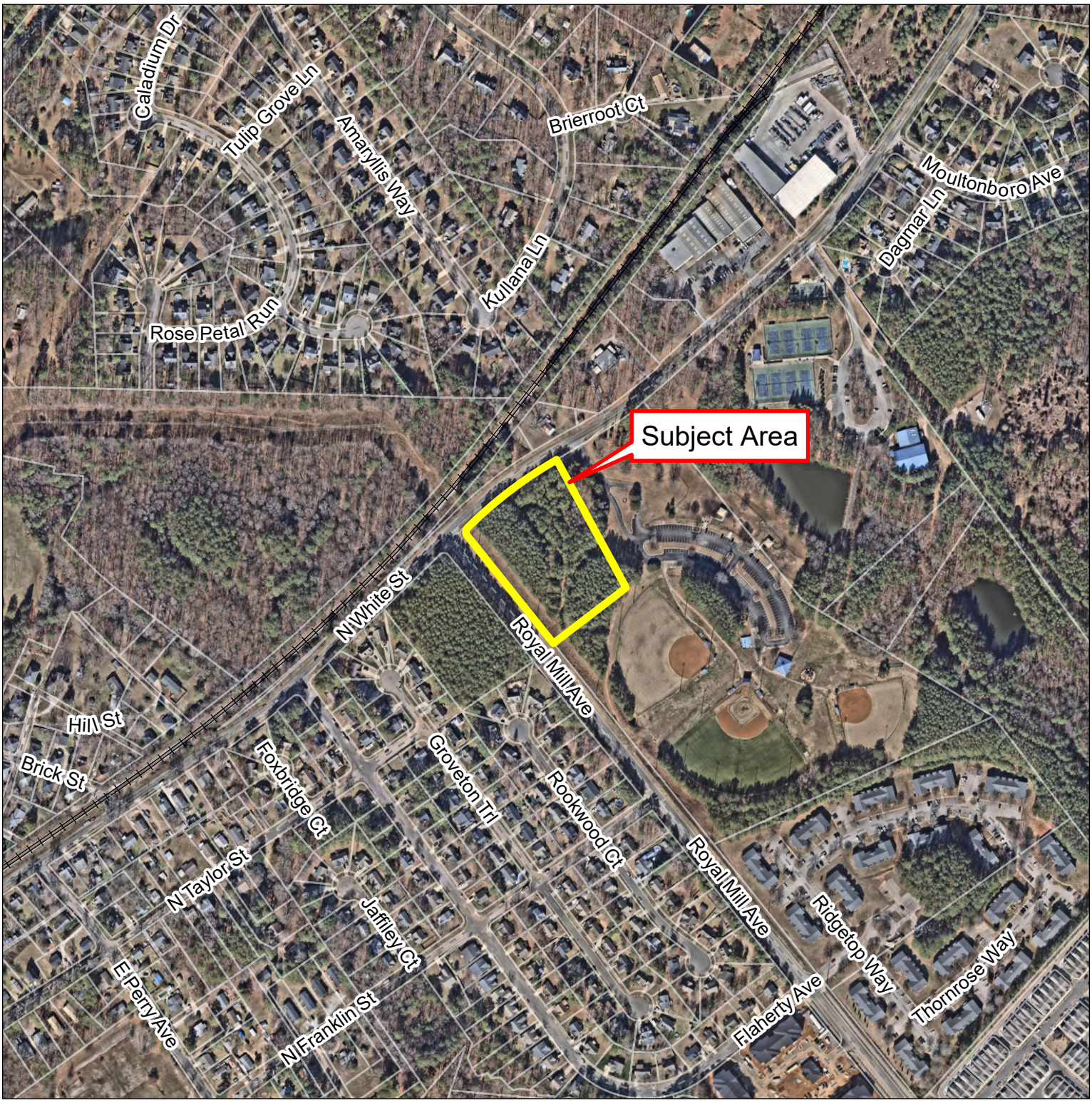


Aerials

TOWN of WAKE FOREST

RZ-23-03
White Street Mixed Use Rezoning
PIN: 1841966020

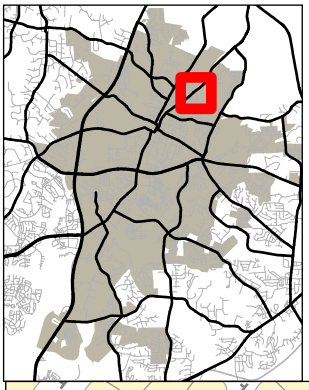
3/12/2024



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 1,500 US Feet

N W E

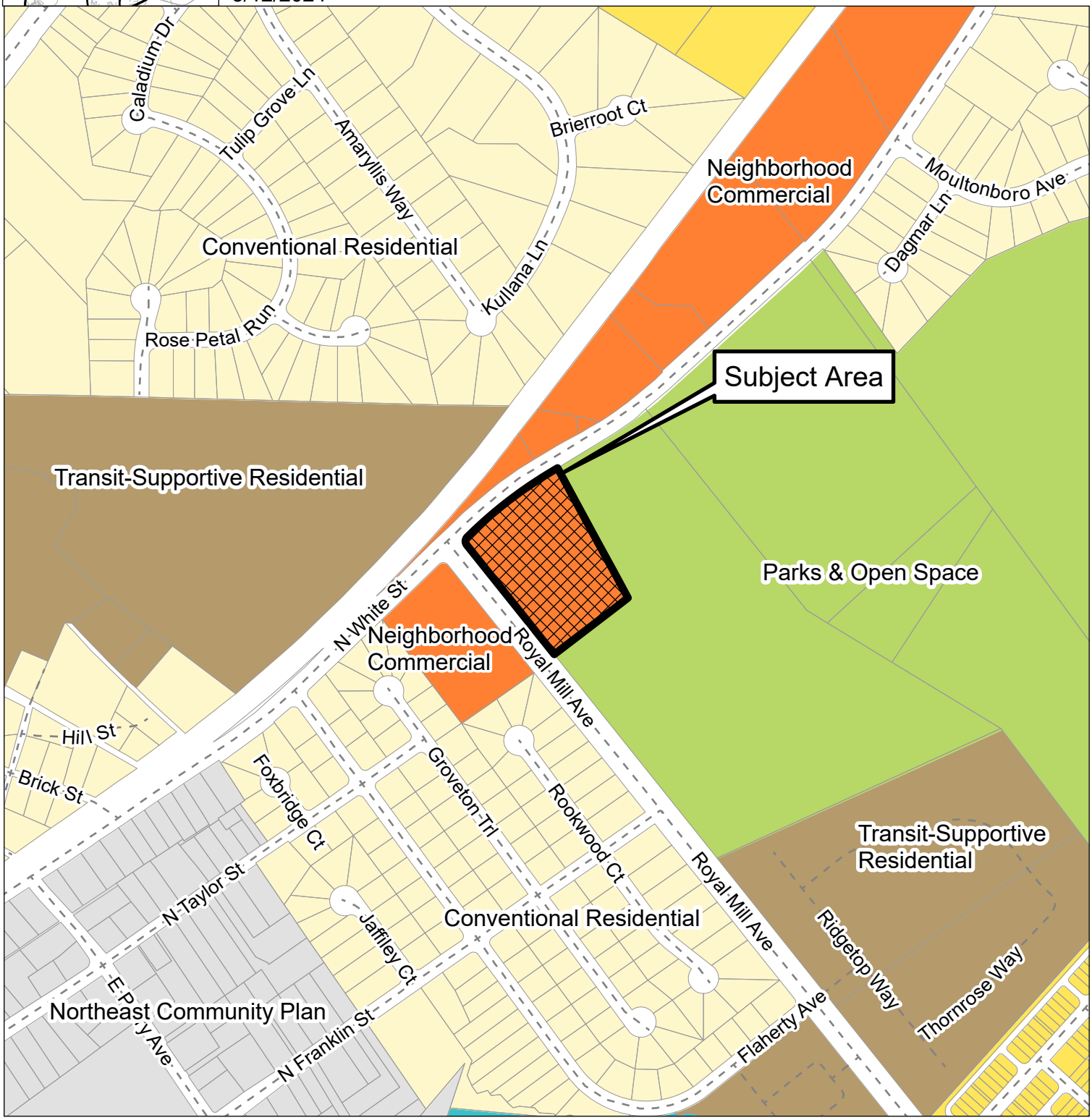


Land Use Plan

TOWN of WAKE FOREST

RZ-23-03
White Street Mixed Use Rezoning
PIN: 1841966020

3/12/2024



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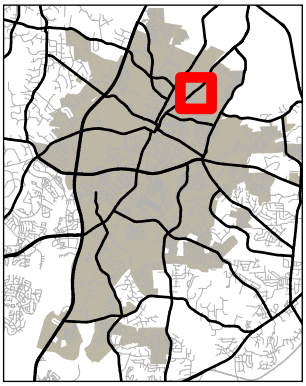
0 500 1,000 1,500 Feet

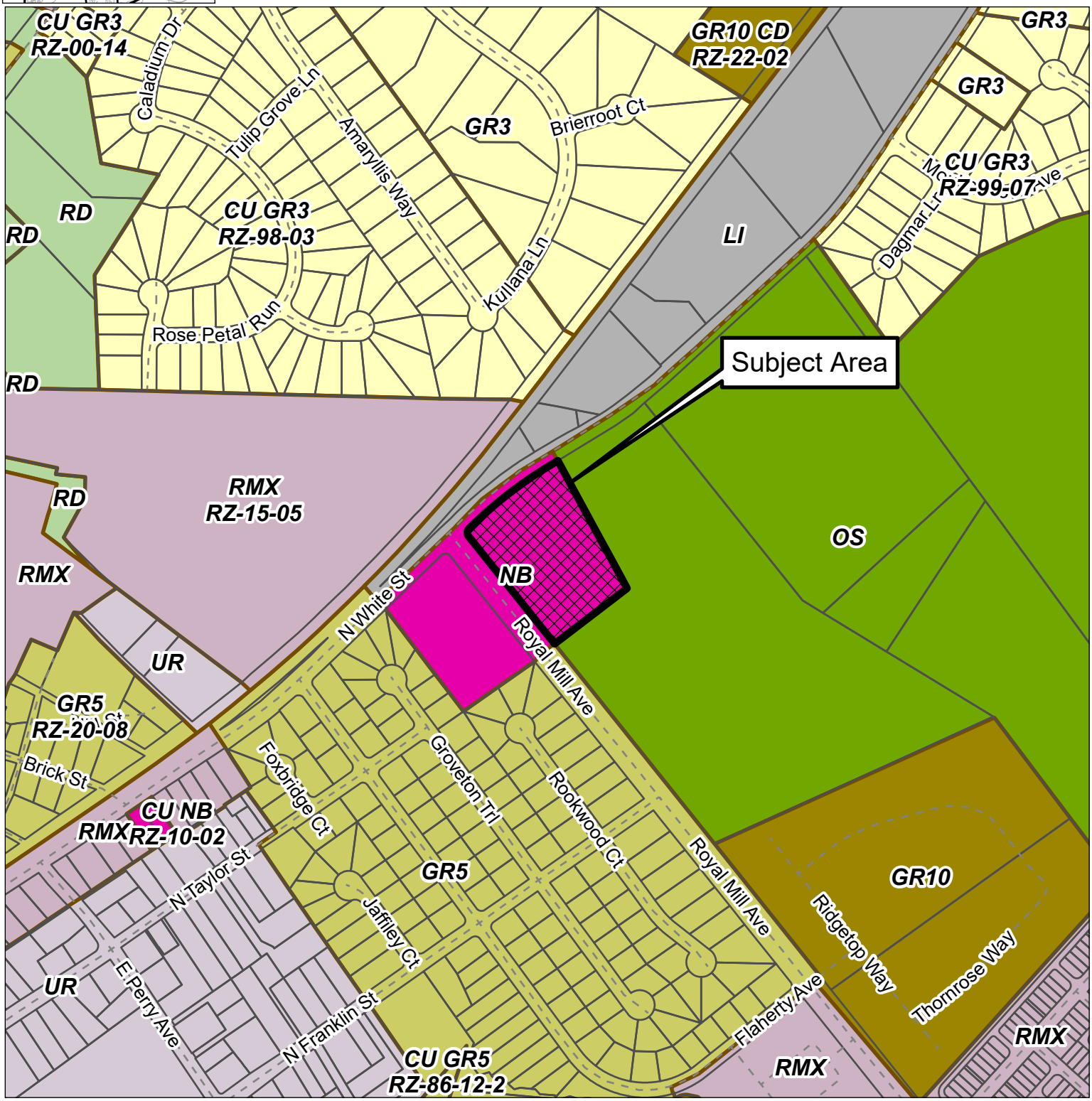


Current Zoning

TOWN of WAKE FOREST

RZ-23-03
White Street Mixed Use Rezoning
PIN: 1841966020

3/12/2024



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 1,500 Feet

TOWN *of*
WAKE FOREST

Report Requirements:

Per NCGS 160D-604, all proposed amendments to the zoning ordinance or zoning map shall have a written report provided from the Planning Board to the Board of Commissioners within 30 days of referral of the amendment to the Planning Board, or the Board of Commissioners may proceed in its consideration of the amendment without the Planning Board report. Furthermore, in no case is the Board of Commissioners bound by the recommendations, if any, of the Planning Board.

Per NCGS 160D-604, the Planning Board shall advise and comment on whether the proposed zoning amendment is consistent with all applicable officially adopted plans, and provide a written recommendation to the Board of Commissioners that addresses plan consistency and other matters as deemed appropriate by the Planning Board, but a comment by the Planning Board that a proposed amendment is inconsistent with the officially adopted plans shall not preclude consideration or approval of the proposed amendment by the Board of Commissioners.

GENERAL INFORMATION

Applicant	Chase Massey
Owner:	Thales Academy, Inc.
Requested Action:	Rezone 3.93 acres located at 0 North White Street, being Wake County Tax PIN 1841966020, from Neighborhood Business (NB) to Neighborhood Mixed-Use Conditional District (NMX-CD)
Existing Zoning:	Neighborhood Business (NB)
Location:	0 North White Street
Size:	3.93 acres
Tax PIN:	1841966020
Existing Land Use:	Undeveloped/Vacant

Applicable Officially Adopted Plans:

The request is generally Consistent with the relevant policies in the Comprehensive Plan, and Approval of the zoning map request is reasonable and in the public interest. See Attachment.

This report reflects the recommendation of the Planning Board, this the 9th day of April 2024.

Introduced by Planning Board member: Michael Almquist

Seconded by Planning Board member: Matt Davis

Attest:

Karin Kuropas, Planning Board Chair

Courtney Tanner, Planning Director

Community Plan Consistency Grid: RZ 23-03				
POLICIES FOR AFFORDABLE HOUSING		**YES**	**NO**	**NA**
AH-1	Implement Affordable Housing Plan			
POLICIES FOR RESIDENTIAL CHARACTER		**YES**	**NO**	**NA**
RC-1	Encourage single-family attached and multifamily development to incorporate varied building frontages and rooflines, front porches, front yards, and balconies to provide visual interest and complement the scale and character of surrounding single-family neighborhoods			
RC-2	Setbacks of infill development should match the existing context as much as possible as uniform setbacks can help foster a pedestrian-friendly environment			
RC-3	Promote higher density infill and redevelopment within older established neighborhoods to provide greater housing choices while matching the scale and character of existing properties			
RC-4	Promote higher density housing along key corridors and surrounding activity centers. This includes near areas designated in the Land Use Plan as Commercial Corridor; Neighborhood Commercial; Light Industrial; and Office, Civic, and Institutional			
RC-5	For larger scale planned subdivisions that provide a mix of housing types, work with private developers to locate lower density housing near existing single-family detached neighborhoods to create appropriate transitions and preserve the character of established neighborhoods			
RC-6	Consider requiring a minimum percentage of housing types in new neighborhood developments to increase housing diversity and affordability (e.g. at least 20% duplexes/townhomes)			
RC-7	Review and update the UDO to align with residential character recommendations within this Community Plan			
POLICIES FOR SENIOR HOUSING		**YES**	**NO**	**NA**
SH-1	Promote senior housing within a quarter mile of transit stops, Downtown, shopping areas, parks, and recreational facilities			
SH-2	Encourage smaller lot, single-story housing types for seniors that are ADA accessible			
SH-3	Encourage age-targeted cooperative housing types for community-oriented senior living, such as co-housing and cottage home courts			
SH-4	Promote the development of continuing care retirement communities (CCRC), or life plan communities, which offer distinct types of housing and care levels based on a senior's needs			
SH-5	Encourage developers of age-targeted housing to include amenities attractive to seniors, such as front porches, back patios, walking paths, and outdoor sports facilities, and activated gathering spaces			

Community Plan Consistency Grid: RZ 23-03

POLICIES FOR COMMERCIAL DEVELOPMENT		YES	NO	NA
CD-1	Enhance established commercial areas by incentivizing redevelopment and/or renovation of existing businesses.			
CD-2	Support small, local businesses within commercial centers to support unique shopping options within Wake Forest			
CD-3	Establish architectural design standards for commercial building facades that promote quality design while allowing for flexibility that encourages creative design			
CD-4	Promote multi-story structures within Commercial Corridor and Neighborhood Commercial areas at appropriate scales that offer residential or office above ground-floor commercial			
CD-5	Encourage pedestrian-oriented shopping environments with sidewalks, attractive storefronts, and buildings facing each other to create a sense of enclosure			
CD-6	Encourage the incorporation of pedestrian/bicyclist/transit-oriented areas in large-scale shopping centers that provide outdoor seating and gathering areas, bicycle parking stations, and access to transit services			
CD-7	Promote cross-access and pedestrian pathways between adjacent parking lots and leading to buildings to promote well-connected, cohesive shopping areas			
CD-8	Encourage the consolidation of commercial driveways onto major streets to reduce traffic conflicts			
CD-9	Require “360 degree architecture” (high quality architecture on all sides of the building as opposed to just the front-facing façade), including well-designed or screened service areas			
CD-10	Encourage businesses to replace existing, non-conforming signage with attractive signage that meets Town standards			
CD-11	Promote outparcel development to improve the character along primary roadways and break up views of large parking lots			
CD-12	Review and update the UDO, including the US 1 Special Highway Overlay (SH1-O) and Dr Calvin Jones Highway Overlay (SH2-O) districts, to align with commercial development recommendations within this Community Plan			
CD-13	Support accessory commercial units (ACUs) that allow the ground floor of residential properties or an accessory structure facing the street to contain a commercial use beneficial to the surrounding neighborhood			
CD-14	Establish block standards for commercial areas to break up large tracts into more human scale pieces with streets or street-like features within the development			

POLICIES FOR MINORITY & WOMEN-OWNED BUSINESSES		YES	NO	NA
MWOB-1	Work with organizations, such as the Chamber and the Black Business Alliance, to expand diversity, equity, and inclusion programs that are supported with grassroots community engagement			
MWOB-2	Explore successful programs for supporting minority and women-owned businesses in surrounding communities to implement in Wake Forest			
MWOB-3	Explore regional, state, and federal grants available for minority and women businesses, such as grants from the National Institute of Economic Development and Carolina Community Impact			
MWOB-4	Support informational sessions and/or provide educational resources to employers on how they can establish equitable work environments and policies within their businesses			

POLICIES FOR SETBACKS		YES	NO	NA
SB-1	Incentivize businesses to situate new buildings at or near the property line to improve walkability, such as by requiring more landscaping if parking lots are located in front of buildings rather than to the rear/side			
SB-2	Promote consistency in setbacks within commercial and residential areas to form desirable continuity in the streetwall, or the facades of buildings facing the street			
SB-3	Encourage outparcel development with 360 architecture to “hold the corner” of commercial corridor development			
SB-4	Ensure adequate setbacks of industrial or other high intensity uses to reduce potential sound or visual impacts on adjacent lower intensity uses			

Community Plan Consistency Grid: RZ 23-03				
SB-5	Allow for flexibly in setbacks in Downtown where existing conditions prevent a consistent streetwall, while maintaining a close interface with the street (e.g., utility, landscaping, and/or topography challenges)			
POLICIES FOR PARKING LOTS		**YES**	**NO**	**NA**
PL-1	For existing front-loaded surface parking lots, encourage property owners to improve their character with perimeter and interior landscaping, and/or decorative walls and fencing			
PL-2	Require off-street parking to be located to the side or rear of the primary building			
PL-3	Encourage shared parking agreements where neighboring uses with different peak parking demand times can use the same parking lot, reducing the need for additional parking lots			
PL-4	Reevaluate minimum parking standards and consider implementing maximum parking standards to reduce excessive requirements			
PL-5	Monitor parking supply and strategically encourage structured or underground parking in higher density areas if needed, such as in Downtown, TOD, and activity center areas, to reduce the amount of land dedicated to surface parking			
PL-6	Consider offering incentives for structured parking, such as density bonuses, allowable lot coverage increases, and height limit increases.			
PL-7	Encourage the integration of structured parking into multifamily buildings to minimize surface parking lots			
PL-8	Encourage North Carolina Department of Environmental Quality's (NCDEQ) Stormwater Nitrogen and Phosphorus (SNAP) nutrient-reducing practices, such as permeable surfaces, that allow water infiltration in parking lots to improve stormwater drainage and water quality			
PL-9	Encourage the provision of pedestrian walkways in parking lots to enhance connectivity and safety to businesses			
POLICIES FOR SCREENING & BUFFERING		**YES**	**NO**	**NA**
SB-1	Ensure sufficient screening and buffering of industrial and commercial uses next to residential uses to minimize potential adverse impacts, such as in the Unicon Drive area			
SB-2	Encourage new development to preserve existing wooded areas along the perimeter of sites to provide natural buffering			
SB-3	Encourage screening of utility, loading, outdoor storage, and trash disposal areas that are visible from the right-of-way and adjacent development			
SB-4	Promote the use of setbacks for walls and fences that allow for plantings between the property line and the right-of-way and adjacent development			

Community Plan Consistency Grid: RZ 23-03				
POLICIES FOR COMMUNITY CHARACTER		**YES**	**NO**	**NA**
CC-1	Preserve vistas and view corridors that contribute to the economic and aesthetic value of Wake Forest, such as the church steeple at Southeastern Baptist Theological Seminary, S White Street in Downtown, and N Main Street in the Wake Forest Local Historic District			
CC-2	Curate public outdoor spaces for important monuments and artworks to showcase them as anchors and entry points to neighborhoods			
CC-3	Leverage historic structures, events, and people to create a sense of place through placemaking and branding			
CC-4	Ensure new development is contextual to the existing character of the area in terms of scale, massing, setback, fenestration, and design features (porches, storefronts, etc.)			
CC-5	Encourage developers to incorporate landscaping to beautify neighborhoods and commercial areas, such as landscaped medians and roundabouts.			
CC-6	Incorporate landscaping and gateway features into public rights-of-way, such as landscaped streetscapes, green infrastructure, and public promenades			
CC-7	Emphasize quality development along highly visible thoroughfares in the Town to reinforce its positive image			
CC-8	In accordance with the Land Use Plan, ensure incompatible, high intensity uses are directed away from low intensity residential areas			
CC-9	Continue to provide quality municipal services for the maintenance and upkeep of neighborhoods, such as street cleaning, snow removal, and trash disposal services			
CC-10	Work with NCDOT to identify areas for roadway enhancements			
CC-11	Refer to the Public Art Vision Plan for guidance when public art is being proposed in private development			
CC-12	Work with developers to improve the character of retaining walls, such as by incorporating public art or tiering the walls to reduce their visual impact			
POLICIES FOR UTILITY LINES		**YES**	**NO**	**NA**
UL-1	Create a master plan for burying utility lines with community involvement to identify priority areas for conversion			
UL-2	Ensure major Town entrances and gateway corridors and highly visible, pedestrian-oriented areas are prioritized for conversion			
UL-3	Consider trenching utilities as capital improvements are made in the right-of-way for all areas of the Town			
UL-4	Investigate partnering with private developers to install conduit for fiber and/or burying utility lines in priority conversion areas			
UL-5	Explore partnerships with private developers for boring and burying additional conduit along main roadways			
UL-6	Consider and install conduit with greenway project construction.			

Community Plan Consistency Grid: RZ 23-03				
POLICIES FOR HISTORIC PRESERVATION		**YES**	**NO**	**NA**
HP-1	Work with the Historic Preservation Commission (HPC) and the Planning Department to continue to implement the 2019 Historic Property Handbook and Design Standards and continue to preserve existing and new historic landmarks			
HP-2	Continue to enforce the Historic Preservation Ordinance for the Wake Forest Local Historic District and local historic landmarks			
HP-3	Promote State and Federal Tax Incentives for qualified rehabilitation projects for properties listed individually or as contributing historic properties in the National Register of Historic Places			
HP-4	Ensure development surrounding and within historic districts is sensitive to the historic context of the neighborhood			
HP-5	Encourage adaptive reuse, restoration, and repurposing of historic structures to preserve Wake Forest's history			
HP-6	Continue to enforce the Demolition of Historic Structures Ordinance for the protection of all historic properties in Wake Forest			
HP-7	Investigate the adoption of new local historic districts or character historic overlay districts to preserve Wake Forest's historic character			
POLICIES FOR COMMUNITY FACILITIES		**YES**	**NO**	**NA**
CF-1	Expand Town facilities concurrently with new growth			
CF-2	Annually review the Town's Work Management Plan, Staffing, and Budget section to reflect current needs and priorities			
CF-3	Work with the Wake Forest Parks, Recreation, and Cultural Resources Department to identify strategies to close gaps in park service areas, such as west of Capital Boulevard and the southern and eastern portion of Town			
CF-4	Work with the Wake Forest Parks, Recreation, and Cultural Resources Department to expand equity in the quality of public park facilities and programming			
CF-5	Explore green infrastructure options that also beautify spaces, like bioswales and planters			
CF-6	Continue to work with regional educational entities to provide support as they seek new facility locations or expansion with growth			
CF-7	Coordinate with regional educational entities to ensure increased equity in educational facilities across the community			
CF-8	Coordinate with the Police and Fire Departments to ensure response times are sufficient for all areas of town with growth			
CF-9	Consider emerging best practices for community safety, such as mental health crisis response teams			
CF-10	Promote and incorporate sustainable building practices into community facilities, setting a precedent for private developers to implement			
CF-11	Coordinate with regional healthcare providers to explore opportunities to locate a full service hospital or regional medical facilities in the Town			
CF-12	Evaluate existing streets and explore UDO updates to address traffic congestion, traffic speed, reduce collisions, and improve safety conditions for all modes of transporation			
CF-13	Regularly update the Town Pavement Management System program			

Community Plan Consistency Grid: RZ 23-03				
POLICIES FOR PUBLIC TRANSIT		**YES**	**NO**	**NA**
PT-1	Continue to work with transit partners to consider more frequent service and route network expansions to key locations to improve rider experience and attract more usage of mass transit			
PT-2	Coordinate with property owners, private developers, and transit partners to set aside land for transit stops at appropriate locations. The Town should obtain a transit easement for these locations and construct and maintain quality bus shelter infrastructure			
PT-3	Work with GoRaleigh and GoTriangle to construct smart bus shelters, or sustainable shelters that incorporate elements like interactive screens with live timetables, smart lighting, solar panels, and bike lock stations			
PT-4	Explore incorporating public art into bus shelters			
PT-5	Continue to evaluate and coordinate Park and Ride locations with transit partners			
PT-6	Explore best long term transit options such as fixed or microtransit			
POLICIES FOR CAPITAL BOULEVARD		**YES**	**NO**	**NA**
CB-1	Continue to work closely with NCDOT to implement the project and promote commercial growth in accordance with the Land Use Plan			
CB-2	Continue advocating for improvements along the corridor to assist in improving the quality of life for Wake Forest residents, businesses, and property owners			
POLICIES FOR STREET CONNECTIVITY		**YES**	**NO**	**NA**
SC-1	Promote short blocks of less than 600 linear feet between intersections of local roads to improve walkability			
SC-2	Avoid dead-ends, cul-de-sacs, and T-intersections in places where four-way intersections can be aligned			
SC-3	Study the appropriateness of traffic circles at four-way intersections to ease congestion and improve safety			
POLICIES FOR SIDEWALKS & MULTI-USE PATHS		**YES**	**NO**	**NA**
SP-1	Update the CTP to include an inventory of sidewalks in addition to multi-use paths and establish project priorities, private-public funding, and time frames for closing gaps in the network			
SP-2	Update the CTP to identify priority areas for high visibility crosswalks, bulb outs, refuge islands, rectangular rapid flashing beacons, and other pedestrian improvements			
SP-3	Work with Public Works to identify crosswalk ramps that are not ADA compliant and prioritize upgrades			
SP-4	In coordination with roadway improvements, upgrade aging sidewalks or install new sidewalks if none exist			
SP-5	Promote sidewalk, multi-use path, or trail connectivity between residential subdivisions and nonresidential development to improve pedestrian and bicycle connectivity			
SP-6	Continue to ensure all new residential development provides sidewalks on both sides of the street			
SP-7	Encourage multi-use paths to be provided along the main road in developments			
SP-8	Ensure multifamily and commercial developments include strong pedestrian networks within and between their sites			

Community Plan Consistency Grid: RZ 23-03				
POLICIES FOR BIKEWAYS, GREENWAYS & TRAILS		**YES**	**NO**	**NA**
BGT-1	Identify trail head locations as the greenway and trail network continues to expand			
BGT-2	Explore opportunities along greenways to add amenities (i.e. water fountains, seating /rest areas, pocket parks, public art, and fix it stations) and programming with the Parks, Recreation, and Cultural Resources Department or other organizations like StoryWalks			
BGT-3	Encourage development along greenways to incorporate greenway access into the site, particularly for uses attractive to trail users (i.e. restaurant, cafes, and bars)			
POLICIES FOR LOCAL FOOD SYSTEMS		**YES**	**NO**	**NA**
LFS-1	Continue to support the Northern Community Food Security Team and together explore other locations for community food hubs within the Town			
LFS-2	Partner with local food cooperatives and regional food networks, such as the Capital Area Food Network, to address food insecurity in the community			
LFS-3	Encourage regenerative practices, such as use of organic fertilizers, crop rotation, and crop variation for healthy soil			
LFS-4	Conduct a meal gap survey to better assess the immediate and long term needs in the community			
LFS-5	Evaluate the economic impact of local food systems in the community to encourage localized marketplaces for food producers			
LFS-6	Explore updates to the UDO that would promote urban agriculture and repurposing of vacant or underutilized lots for such uses			
POLICIES FOR CONSERVATION DESIGN		**YES**	**NO**	**NA**
CD-1	Encourage conservation design in the UDO's subdivision development regulations, particularly for areas within watershed protection areas			
CD-2	Explore incentives for promoting conservation design, such as density bonuses to allow for comparable number of housing units but greater preserved green space within the site			
CD-3	Encourage developers to enhance preserved green spaces as accessible amenities for residents, such as trails and outdoor seating			
POLICIES FOR GREEN SPACE PRESERVATION		**YES**	**NO**	**NA**
GSP-1	Prioritize higher density redevelopment and infill development within already developed areas to avoid premature development in long term growth areas and reduce greenfield development			
GSP-2	Work with private developers to preserve significant natural assets within sites, such as streams, steep slopes, unique geological formations, wetlands, and mature stands of trees, which can be incorporated as development amenities			
GSP-3	Continue to identify and strategically acquire environmentally sensitive land to preserve as dedicated conservation areas and publicly accessible open space			
GSP-4	Explore incentives to promote conservation design in future development, such as density bonuses, to promote clusters of taller structures that preserve natural areas of the site			
GSP-5	Explore strategies to further promote green space preservation within the updated UDO, such as increasing set aside requirements, and evaluate what is credited as open space			
GSP-6	Explore strategies to further protect wildlife and environmentally sensitive areas in the UDO			

Community Plan Consistency Grid: RZ 23-03				
POLICIES FOR TREE CANOPY		**YES**	**NO**	**NA**
TC-1	Continue to support the Town in administering the Urban Forestry Program and planting, preserving, and maintaining trees on public properties and rights-of-way			
TC-2	Explore updates to the UDO that could further promote tree preservation and replacement in new developments			
TC-3	Review existing incentives and consider additional incentives for private developers to promote tree preservation above what is required by the UDO			
TC-4	Explore ways to increase the number of trees required in parking lots during the update to the UDO, such as requiring an island every 20 parking spaces or decreasing the minimum distance a parking space can be from a tree			
TC-5	Ensure public and private tree plantings and xeriscaping are made up of native plant species that are adapted to local environmental conditions and require less irrigation			
TC-6	Coordinate efforts to influence State regulations related to the expansion of tree preservation standards			
POLICIES FOR SUSTAINABLE DEVELOPMENT		**YES**	**NO**	**NA**
SD-1	Encourage private developers to incorporate green building, LID, and green infrastructure practices in future developments			
SD-2	Incorporate green infrastructure into public streetscapes, prioritizing pedestrian-oriented areas like Downtown, TOD, and Neighborhood Commercial areas			
SD-3	Continue to incorporate sustainable design best practices into Town-owned infrastructure and community facilities, striving to incorporate LEED practices into future facilities			
SD-4	Use the Environmental Protection Agency's (EPA) "Revising Local Codes to Facilitate Low Impact Development" guide to help identify regulations within the UDO that discourage LID practices			
SD-5	Evaluate potential rainwater collection programs and composting programs			
SD-6	Explore an incentive program to encourage development to provide stormwater when lots are exempt from stormwater requirements			
SD-7	Update the Manual of Specifications, Standards and Design to reference green infrastructure design			
SD-8	Explore decommissioned rights-of-way as potential stormwater routes			
SD-9	Support the use of attractive, safe, and sustainable street furniture and infrastructure, such as solar streetlights, and LED traffic lights			
SD-10	Expand the electric vehicle (EV) charging network by requiring the installation of charging stations, or the infrastructure needed to accommodate future charging stations, in all new parking lots, especially parking lots of multifamily and large scale developments, and increasing supply of public charging stations			
SD-11	Promote adaptive reuse over redevelopment for structures that are structurally sound, feature desirable built form, and/or are historically significant. This includes creating an online inventory of buildings available for adaptive reuse			
SD-12	Investigate developing a solar energy ordinance and enrolling in the SolSmart program, a national designation program funded by the US Department of Energy charged with making solar power faster, easier, and more affordable			
SD-13	Explore ways to incentivize renewable energy and passive solar design in the Town's development standards. SolSmart's Solar Energy Toolkit can be used as resource for better promoting solar panels within the code			

Community Plan Consistency Grid: RZ 23-03				
SD-14	Continue partnership with Raleigh to encourage homeowners to incorporate practices for water conservation			
POLICIES FOR TOURISM		**YES**	**NO**	**NA**
T-1	Grow the Town's art community and reputation as a regional arts destination with a Downtown focus			
T-2	Explore the potential of constructing a recreational destination facility with a regional draw			
T-3	Develop annual Tourism Economic Impact Reports to help quantify progress made in Wake Forest's tourism sector and identify trends, issues, and opportunities that can help Town staff prioritize future investments			
T-4	Support the Wake Forest Area Chamber to create and market a local visitor's center as a public resource hub for the Town's attractions, events, and businesses for visitors			
T-5	Leverage Wake County's Room Occupancy Tax to build, finance, and create new establishments or run events related to tourism, allowing the Town to capitalize on its success in drawing hotel occupants			
T-6	Create a community-wide wayfinding plan to improve sense of place and signage that directs visitors and residents to Town destinations			
T-7	Continue to support Wake Forest Downtown Inc. (a Main Street America accredited program) in meeting the National Accreditation Standards of Performance as outlined by the National Main Street Center			
T-8	Continue to participate in the NC Main to Main Trail program, a network that connects the State's Main Street America communities, and leverage this designation in the Town's marketing strategy			
T-9	Investigate hiring consultants to provide a comprehensive evaluation of Town events and provide recommendations for improved programs			
T-10	Explore the creation of a social district, where customers can carry and consume food and drinks purchased from businesses outside in a designated zone			
POLICIES FOR GATEWAYS		**YES**	**NO**	**NA**
GW-1	Create a Gateway Plan to identify and prioritize sites for gateway features and establish design standards. Ensure the Plan works in synergy with the Town's Wayfinding Plan.			
GW-2	Improve roadway infrastructure along key gateway routes to enhance their character and multimodal connectivity.			
POLICIES FOR DOWNTOWN WAKE FOREST		**YES**	**NO**	**NA**
DWF-1	Evaluate existing zoning regulations around density in appropriate locations to balance Downtown's development potential with preserving its historic character			
DWF-2	Identify strategies to fill vacant buildings Downtown that promote an entrepreneurial and small-business culture			
DWF-3	Identify strategies to attract families and younger populations to Downtown with inviting public spaces, entertainment, and destinations for all ages			
DWF-4	Provide guidelines for how buildings should be orientated to support pedestrian-friendly environments			
DWF-5	Reassess parking demand and supply with consideration for a new parking garage(s) to minimize surface parking lots			

Community Plan Consistency Grid: RZ 23-03				
DWF-6	Identify strategies to create an “experience-based” Downtown retail environment with unique local businesses and a pedestrian-oriented environment			
DWF-7	Reassess strategies to improve gateways and wayfinding to and within Downtown to better direct people and create a distinct sense of place			
DWF-8	Identify opportunities for Downtown events and public gathering spaces to bring the community together, such as live outdoor events and festivals			

DRMP

TRAFFIC IMPACT ANALYSIS

FOR

WHITE STREET MIXED USE DEVELOPMENT - UPDATE

LOCATED

IN

WAKE FOREST, NC

Prepared For:

FLM ENGINEERING
PO Box 91727
Raleigh, NC

JANUARY 2024

DRMP Project No. 22562

Prepared By: VT

Reviewed By: DC

TRAFFIC IMPACT ANALYSIS

FOR

WHITE STREET MIXED-USE UPDATE

LOCATED

IN

WAKE FOREST, NC

Prepared For:
FLM Engineering
PO Box 91727
Raleigh, NC

Prepared By:
DRMP, Inc.
5808 Faringdon Place
Raleigh, NC 27609
License #F-1524

NORTH CAROLINA PROFESSIONAL SEAL 054543 ENGINEER DYRON D. CAPERS

JANUARY 2024

1/9/2024

RKA Project No. 22562

Prepared By: VT

Reviewed By: DC

TRAFFIC IMPACT ANALYSIS
WHITE STREET MIXED USE
WAKE FOREST, NORTH CAROLINA

EXECUTIVE SUMMARY

1. Development Overview

A Traffic Impact Analysis (TIA) was conducted for the proposed White Street Mixed-Use development in accordance with the Wake Forest (Town) Unified Development Ordinance (UDO) and North Carolina Department of Transportation (NCDOT) capacity analysis guidelines. The proposed development is to be located in the eastern quadrant at the intersection of North White Street and Royal Mill Avenue in Wake Forest, North Carolina. The proposed development is expected to consist of a maximum of 65 apartment units, 34,000 square feet (s.f.) of retail space, and 10,000 s.f. of restaurant space. The development is estimated to be built out in 2024. Site access is proposed via one (1) full movement driveway along North White Street and one (1) full movement driveway along Royal Mill Avenue.

2. Existing Traffic Conditions

The study area for the TIA was determined through coordination with the Town and NCDOT and consists of the following existing intersections:

- North White Street and Royal Mill Avenue
- Royal Mill Avenue and N Franklin Street
- Royal Mill Avenue and Flaherty Avenue

Existing peak hour traffic volumes were determined based on traffic counts conducted at the study intersection listed below, in November of 2022 during a typical weekday AM (7:00 AM – 9:00 AM) and PM (4:00 PM – 6:00 PM) peak periods, while schools were in session:

- North White Street and Royal Mill Avenue
- Royal Mill Avenue and North Franklin Street
- Royal Mill Avenue and Flaherty Avenue

3. Site Trip Generation

Average weekday daily, AM peak hour, and PM peak hour trips for the proposed development were estimated using methodology contained within the ITE Trip Generation Manual, 11th Edition. Table E-1 provides a summary of the trip generation potential for the site.

Table E-1: Site Trip Generation

Land Use (ITE Code)	Intensity	Daily Traffic (vpd)	Weekday AM Peak Hour Trips (vph)		Weekday PM Peak Hour Trips (vph)	
			Enter	Exit	Enter	Exit
High Turnover Restaurant (932)	10,000 s.f.	1,072	53	43	55	36
Strip Retail Plaza (<40k) (822)	34,000 s.f.	1,664	48	32	112	112
Multifamily Housing Low-Rise (220)	65 units	492	10	33	31	18
Total Trips		**3,228**	**111**	**108**	**198**	**166**
Internal Capture (14% AM, 19% PM)			*-15*	*-15*	*-38*	*-32*
Total External Trips			**96**	**93**	**160**	**134**
Pass-By Trips: Shopping Center (34% PM); High Turnover Restaurant (43% PM)			--	--	*-46*	*-46*
Total Primary Trips			**96**	**93**	**114**	**88**

4. Future Traffic Conditions

Through coordination with the Town and NCDOT, it was determined that an annual growth rate of 3% would be used to generate 2024 projected weekday AM and PM peak hour traffic volumes. The following adjacent developments were identified to be considered under future conditions:

- Pines at Wake Forest
- Hawthorne at Traditions

The study analyzes traffic conditions during the weekday AM and PM peak hours for the following scenarios:

- 2022 Existing Traffic Conditions
- 2024 No-Build Traffic Conditions
- 2024 Build Traffic Conditions

5. Capacity Analysis Summary

The analysis considered weekday AM and PM peak hour traffic for 2022 existing, 2024 no-build, and 2024 build conditions. Refer to Table E-2 for the capacity analysis summary performed at each study intersection.

Table E-2: Capacity Analysis Summary

Intersection	Approach	2022 Existing Conditions		2024 No-Build Conditions		2024 Build Conditions	
		AM	PM	AM	PM	AM	PM
North White Street and Royal Mill Avenue	EB	--	--	--	--	--	--
	WB	A[1]	A[1]	A[1]	A[1]	A[1]	A[1]
	NB	C[2]	B[2]	C[2]	C[2]	D[2]	C[2]
Royal Mill Avenue and North Franklin Street	EB	A[3]	A[3]	A[3]	A[3]	A[3]	A[3]
	NB	A[3]	A[3]	B[3]	A[3]	B[3]	A[3]
	SB	A[3]	A[3]	A[3]	A[3]	A[3]	B[3]
	Overall	A (9)	A (8)	A (10)	A (9)	B (11)	A (10)
Royal Mill Avenue and Flaherty Avenue	EB	B[2]	B[2]	C[2]	B[2]	C[2]	B[2]
	WB	B[2]	B[2]	C[2]	B[2]	C[2]	B[2]
	NB	A[1]	A[1]	A[1]	A[1]	A[1]	A[1]
	SB	A[1]	A[1]	A[1]	A[1]	A[1]	A[1]
North White Street and Site Drive 1	EB	N/A		N/A		--	--
	WB					A[1]	A[1]
	NB					B[2]	B[2]
Royal Mill Avenue and Site Drive 2	WB	N/A		N/A		B[2]	B[2]
	NB					--	--
	SB					A[1]	A[1]

6. Recommendations

Based on the findings of this study, specific geometric and traffic control improvements have been identified at study intersections. The improvements are summarized below and are illustrated in Figure E-1.

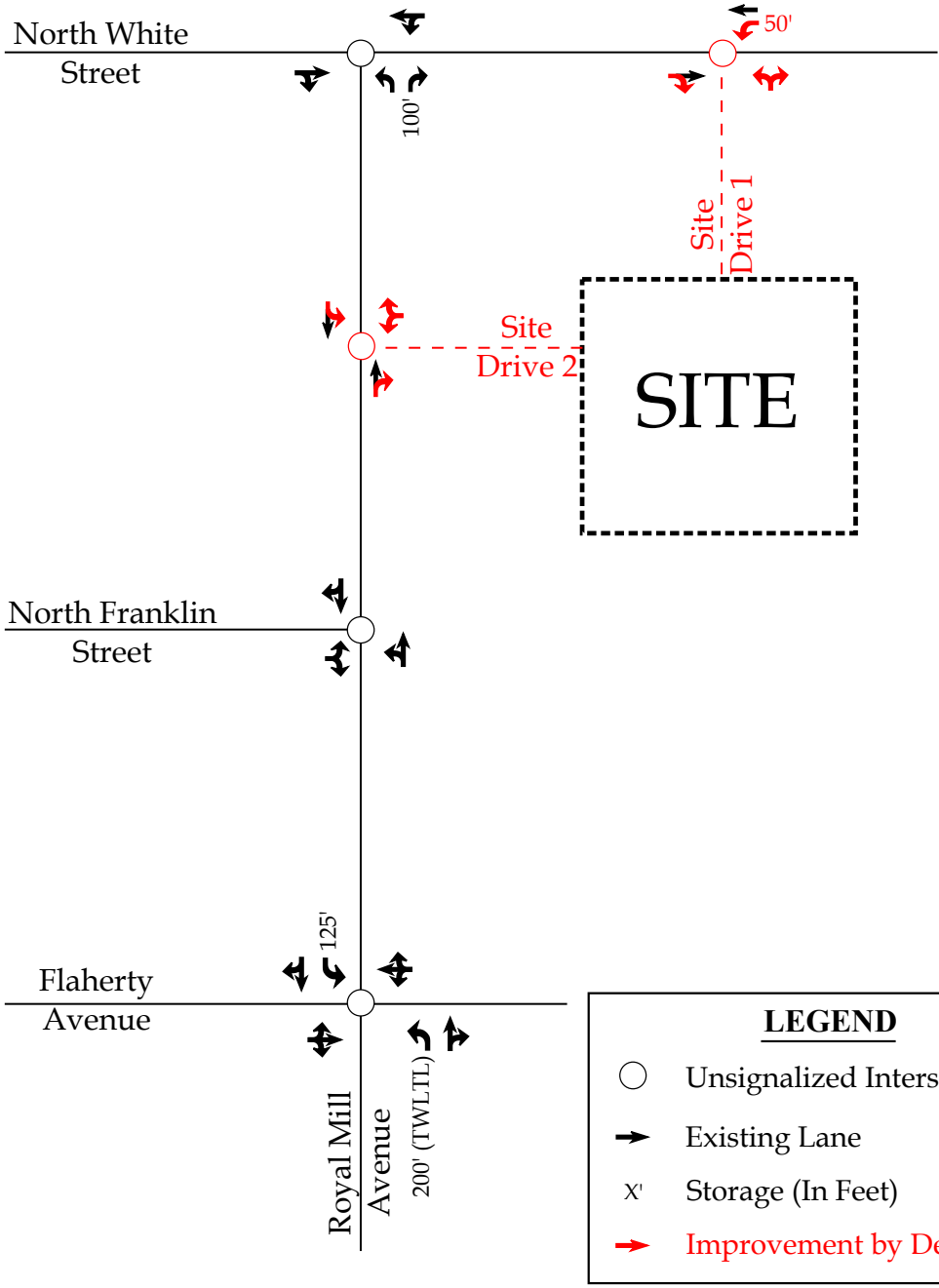
Recommended Improvements by the Developer

North White Street and Site Drive 1

- Construct the southern leg (Site Drive 1) with one ingress lane and one egress lane striped as a shared left-/right-turn lane.
- Provide an exclusive westbound left-turn lane along North White Street with at least 50 feet of full-width storage.
- Provide stop control for the northbound approach.

Royal Mill Avenue and Site Drive 2

- Construct the eastern leg (Site Drive 2) with one ingress lane and one egress lane striped as a shared left-/right-turn lane.
- Provide stop control for the westbound approach.



LEGEND

- Unsignalized Intersection
- Existing Lane
- X' Storage (In Feet)
- Improvement by Developer

DRMP	White Street Mixed-Use Wake Forest, NC	Recommended Lane Configurations Scale: Not to Scale — Figure E-1

CMP Professional Land Surveyors

Michael A. Moss, PLS L-3794 Telephone (919) 556-3148
Jason L. Panciera, PLS L-3835, CFSNC-140
L. Jordan Parker Jr., PLS L-4685
333 South White Street, Post Office Box 1253
Wake Forest, NC 27588-1253

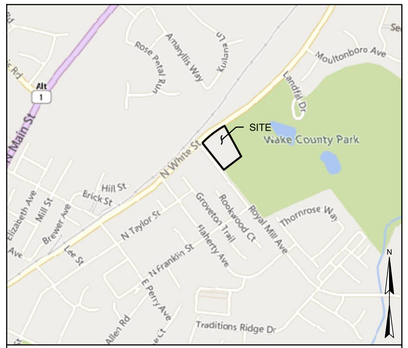
LEGAL DESCRIPTION FOR 1 and 2 Granite Properties

Beginning at a point said point being located S 81°27’29” E 69.54’ from the intersection of N. White Street and Royal Mill Ave., Thence from said point of beginning along a curve to the right having a radius of 20.00’, an arc length of 29.48’ a chord bearing of N 03°34’41” E and a chord length of 26.89’ to a point on the southern right of way of N. White St., Thence along said right of way N 45°48’41” E 16.23’ to a point, thence continuing along said right of way along a curve to the right having a radius of 1431.00’ an arc length of 150.50’, a Chord bearing of N 48°49’27” E and a chord length of 150.43’ to a point, thence continuing along a curve to the right having a radius of 1431.00’ an arc length of 169.72’, a Chord bearing of N 55°14’06” E and a chord length of 169.633’ to a point, thence continuing along said right of way N 58°37’58” E 39.06’ to a new iron pipe, Thence leaving said right of way S 28°30’19” E 295.41’ to an existing iron bar, thence S 28°28’22” E 192.22’ to an existing iron pipe, Thence S 52°31’51” W 306.49’ to a new iron pipe located on the right of way of Royal Mill Ave, Thence along said Royal Mill Ave right o way N 38°39’27” W 462.00’ to the point and place of beginning, containing 171,352 Sq. Ft/3.934 Ac. as shown on a survey prepared by CMP Professional Land Surveyors Dated October 26, 2022.

Consistency Statement of the Wake Forest Board of Commissioners Pursuant to G.S. 160D-605 Addressing Action on Zoning Map Amendment RZ-23-03: White Street Mixed Use Conditional District

The Wake Forest Board of Commissioners finds that RZ-23-03 is consistent with the Wake Forest Comprehensive Plan. The Wake Forest Board of Commissioners finds that approval of the rezoning request is reasonable and in the public interest for the following reasons:

1. The proposed zoning district is consistent with Community Plan direction for Neighborhood Commercial areas.
2. The proposed zoning district is consistent with Community Plan direction for Commercial and Industrial areas, Area 2.
3. The proposed zoning district is consistent with Community Plan direction for setbacks, parking lots, sidewalks and multi-use paths, and gateways.



VICINITY MAP
1" = 1,000'

SUMMARY INFORMATION

DEVELOPMENT NAME: WHITE STREET MIXED USE

SITE ADDRESS: N WHITE STREET & ROYAL MILL AVENUE

PIN NUMBER(S): 1841-96-6020

TOTAL ACREAGE: 3.934 AC
LESS WHITE STREET R/W DEDICATION: 0.003 AC
NET ACREAGE: 3.931 AC

EXISTING USE: VACANT
PROPOSED USE: MIXED USE (GENERAL COMMERCIAL, RESTAURANT, MULTI-FAMILY)

JURISDICTION: TOWN OF WAKE FOREST
EXISTING ZONING DISTRICT: NB
PROPOSED ZONING DISTRICT: NMX-CD

NMX REQUIRED FRONTAGE BUILDOUT: 60%
NMX FRONTAGE PROVIDED: 64% (EXCLUDING PORTION OF WAKE ELECTRIC EASEMENT)

MAX STORIES: 4

PROPOSED USES:
GENERAL COMMERCIAL: 32,000 SF
RESTAURANT: 10,000 SF
MULTI-FAMILY UNITS: 65

NMX SETBACKS:
FRONT: 12' MAX. (MEASURED FROM EASEMENT)
SIDE STREET: 12' MAX. (MEASURED FROM EASEMENT)
SIDE: 5' MIN
REAR: 5' MIN.

PARKING CALCULATIONS:
REQUIRED PARKING:
MULTI-FAMILY: 1.5 PER UNIT
GENERAL COMMERCIAL: 1 PER 350 SF
RESTAURANT: 1 PER 200 SF
TOTAL REQUIRED = 238 SPACES

PROVIDED PARKING: 238 SPACES

BICYCLE PARKING CALCULATIONS:
REQUIRED PARKING: 2 PER 40 AUTO SPACES = 12 REQUIRED
PROVIDED PARKING: 12 SPACES (6 INVERTED 'U' RACKS); TO BE LONG-TERM (COVERED AND WEATHER RESISTANT)

NMX REQUIRED OPEN PACE: N/A (PROJECT LESS THAN 5 ACRES)
PROPOSED OPEN SPACE: N/A

NMX REQUIRED PARK SPACE: N/A (PROJECT LESS THAN 5 ACRES)
PROPOSED PARK SPACE: N/A

PROPERTY OWNER: THALES ACADEMY INC
DEVELOPER: TALL PINES CUSTOM HOMES LLC

PROPOSED IMPERVIOUS AREAS:
BUILDING: 0.54 AC
PARKING: 1.92 AC
SIDEWALK (ON-SITE): 0.07 AC
SIDEWALK (OFF-SITE): 0.20 AC
TOTAL IMPERVIOUS AREAS: 2.73 AC (119,069 SF); 69.5% IMPERVIOUS

WHITE STREET MIXED USE SITE MASTER PLAN

RZ-23-03

N WHITE ST & ROYAL MILL AVENUE
WAKE FOREST, NC
PINS: 1841-96-6020

PROPOSED ZONING CONDITIONS

1. BUILDING HEIGHT SHALL NOT EXCEED FOUR STORIES.
2. GATHERING SPACE SHALL BE PROVIDED AS SHOWN ON THE APPROVED MASTER PLAN, AND SHALL HAVE A PUBLIC ART COMPONENT.
3. ALLOWABLE USES SHALL NOT INCLUDE PAWN SHOP, GAS/FUELING STATION, VEHICLE SERVICES - MINOR MAINTENANCE/REPAIR, SMALL EQUIPMENT REPAIR/RENTAL, DRIVE-THRU/DRIVE-IN FACILITY, VAPE SHOP, FUNERAL HOME/CREMATORIUM, ALCOHOL BEVERAGE SALES STORE, BAR/TAVERN, OR GUN SALES STORE.
4. THE LOT LINE ABUTTING NORTH WHITE STREET SHALL BE CONSIDERED THE PRINCIPAL FRONT LOT LINE.
5. MAXIMUM FRONT SETBACKS TO BE MEASURED FROM THE EDGE OF EXISTING UTILITY EASEMENTS ALONG ROYAL MILL AVENUE AND NORTH WHITE STREET.
6. MULTI-FAMILY PARKING RATE: 1.5 SPACES PER UNIT.
7. EXISTING WAKE ELECTRIC TRANSMISSION LINE ALONG ROYAL MILL AVENUE TO REMAIN AND NOT BE BURIED.
8. EXISTING WAKE ELECTRIC OVERHEAD DISTRIBUTION LINE ALONG NORTH WHITE STREET TO REMAIN AND NOT BE BURIED.
9. PROPOSED ROYAL MILL AVENUE MINIMUM DRIVEWAY CHANNELIZATION TO BE 97'.
10. DEVELOPER SHALL COMPLETE ALL IMPROVEMENTS RECOMMENDED IN THE APPROVED TRANSPORTATION IMPACT ANALYSIS.
11. DIRECT PEDESTRIAN ACCESS FROM THE MULTI-USE PATH ON NORTH WHITE STREET SHALL BE PROVIDED TO INDIVIDUAL BUSINESS ENTRANCES ALONG THE NORTH WHITE STREET BUILDING FRONTAGE.
12. PRIOR TO ANY GRADING OR OTHER CONSTRUCTION ACTIVITIES ON THE SITE, TREE PROTECTION FENCING SHALL BE INSTALLED ALONG NORTHEASTERN PARCEL LINE TO PROTECT ROOTS OF EXISTING OFF-SITE TREES WITHIN THE FLAHERTY PARK DRIVEWAY AREA.
13. AT LEAST 6% OF THE DWELLING UNITS CONSTRUCTED ON THE SITE SHALL BE AFFORDABLE HOUSING UNITS. AS USED HEREIN, AN "AFFORDABLE HOUSING" UNIT IS ANY DWELLING UNIT THAT IS OFFERED FOR RENT AT AN EFFECTIVE MONTHLY RENT EQUAL TO OR LESS THAN THE MAXIMUM RENT AFFORDABLE FOR HOUSEHOLDS WITH AN INCOME OF 70% OF THE AREA MEDIAN INCOME ("AMI") IN THE RALEIGH, NORTH CAROLINA METROPOLITAN STATISTICAL AREA PUBLISHED BY HUD. THE AFFORDABLE UNITS SHALL BE OFFERED FOR RENT FOR A MINIMUM OF TEN (10) YEARS FROM THE DATE OF ISSUANCE OF THE FIRST CERTIFICATE OF OCCUPANCY PERMITTING RESIDENTIAL USE AFTER THE EFFECTIVE DATE OF THESE CONDITIONS. FOR THE PURPOSES OF THIS CONDITION, AN ANNUAL RENT EQUAL TO OR LESS THAN 30% OF THE ANNUAL INCOME OF A HOUSEHOLD WITH AN INCOME OF 70% AMI IN THE RALEIGH MSA SHALL BE CONSIDERED AFFORDABLE FOR HOUSEHOLDS WITH AN INCOME OF 70% AMI.
14. THE OWNER SHALL UPDATE THE RENTAL RATE FOR EACH AFFORDABLE HOUSING UNIT THEN BEING MARKETED FOR RENT ANNUALLY BASED ON THE CURRENT UPDATED AMI PUBLISHED BY HUD. IN THE EVENT THE TOWN OF WAKE FOREST OR WAKE COUNTY ESTABLISHES A PROGRAM IN THE FUTURE WHICH PROVIDES INCENTIVES FOR AFFORDABLE HOUSING UNITS, THIS PROJECT SHALL BE ELIGIBLE TO PARTICIPATE IN SUCH A PROGRAM IF QUALIFICATIONS OF SUCH PROGRAM ARE MET. BEGINNING ON DECEMBER 31ST OF THE FIRST FULL YEAR FOLLOWING OWNER'S RECEIPT OF THE FINAL CERTIFICATE OF OCCUPANCY FOR THE PROJECT AND PRIOR TO DECEMBER 31ST FOR EVERY YEAR THEREAFTER, THE OWNER OF RECORD SHALL PROVIDE AN ANNUAL CERTIFICATION OF COMPLIANCE WITH THIS ZONING CONDITION TO THE TOWN OF WAKE FOREST PLANNING DEPARTMENT, WHICH LISTS THE RENTAL RATE FOR THE AFFORDABLE HOUSING UNITS AND VERIFIES THAT THE TENANTS IN THOSE AFFORDABLE HOUSING UNITS DO NOT EXCEED THE 70% AMI INCOME THRESHOLD. THE OWNER SHALL NOT BE REQUIRED TO SUBMIT ANNUAL CERTIFICATIONS TO THE TOWN REGARDING AFFORDABLE HOUSING UNITS AFTER THE EXPIRATION OF THE 10-YEAR AFFORDABILITY PERIOD.

SHEET	TITLE
C-1	COVER
C-2	EXISTING CONDITIONS & DEMOLITION PLAN
C-3 - C-4	SITE PLAN
C-5 - C-6	UTILITY PLAN
C-7	GRADING & DRAINAGE PLAN
C-8	LANDSCAPE PLAN
C-9	LIGHTING PLAN

OWNER:

THALES ACADEMY
CONTACT: ROBERT L. LUDDY
4641 PARAGON PARK ROAD
RALEIGH, NC 27616
919.882.2410
BOB@CAPTIVEAIRE.COM

DEVELOPER:

TALL PINES CUSTOM HOMES LLC
CONTACT: DAVID PHILLIPS
8652 VALLEY BROOK DRIVE
RALEIGH, NC 27613
919.625.6763
DAVID.PHILLIPS1358@GMAIL.COM

ENGINEER OF RECORD:

FLM ENGINEERING, INC
CONTACT: CHASE MASSEY, PE
PO BOX 91727
RALEIGH, NC 27675
919.423.8975
CMASSEY@FLMENGINEERING.COM

FLM ENGINEERING

POST OFFICE BOX 91727
RALEIGH, NORTH CAROLINA 27675
PHONE: 919.610.1051
FIRM NC LICENSE NUMBER C-4222

REVISION HISTORY

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ORIGINAL PLAN SIZE: 24" X 36"

PRELIMINARY PLANS
DO NOT USE FOR CONSTRUCTION

SCALE ADJUSTMENT
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WHITE STREET MIXED USE
SITE MASTER PLAN
N WHITE ST & ROYAL MILL AVE
WAKE FOREST, NC

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COVER

C-1

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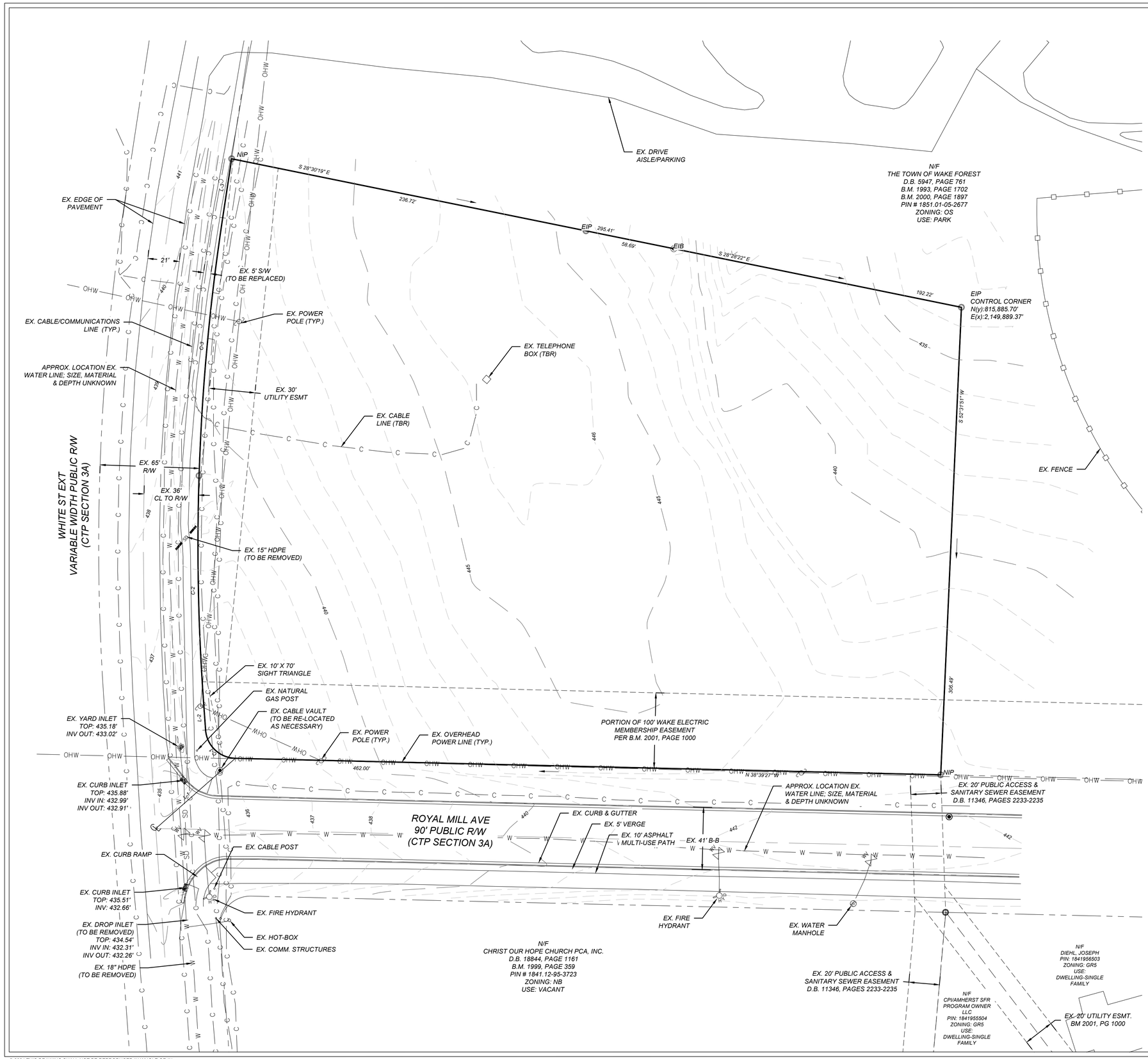

NOTES

1. BOUNDARY AND TOPOGRAPHIC SURVEY BY CMP PROFESSIONAL LAND SURVEYORS.
2. THERE ARE NO FLOOD PRONE AREAS PRESENT PER FEMA FIRM PANEL NO. 3720184100K, EFFECTIVE 07/19/22.
3. THERE ARE NO TREES THAT QUALIFY AS TOWN OF WAKE FOREST SPECIMEN TREES ONSITE.
4. THE UTILITIES SHOWN ARE NOT GUARANTEED TO BE A REPRESENTATION OF ALL UTILITIES WITHIN THE PROJECT EXTENT.
5. THE CONTRACTOR SHALL CALL THE NORTH CAROLINA ONE-CALL-CENTER AT LEAST 48 HOURS PRIOR TO BEGINNING WORK.
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7. THE CONTRACTOR SHALL BE FINANCIALLY RESPONSIBLE FOR THE REPAIR OF ANY EXISTING UTILITIES DAMAGED DURING CONSTRUCTION.
8. THERE IS NO CEMETERY ON THE PROPERTY.
9. UNDER NCGS 70-29 DISCOVERY OF REMAINS AND NOTIFICATIONS OF AUTHORITIES, ANY INADVERTENT DISCOVERY OF MARKED OR UNMARKED GRAVES OR HUMAN REMAINS REQUIRES THAT WORK IMMEDIATELY STOP AND THE PROCESS OUTLINED IN NCGS 70-29 BE FOLLOWED.

SOIL

CeB CECIL SANDY LOAM, 2 TO 6 PERCENT SLOPES

LEGEND

- EX. PROPERTY LINE
- EX. RIGHT-OF-WAY
- EX. ADJACENT OWNERS
- EX. EASEMENT
- EX. FENCE
- OHW — EX. OVERHEAD ELECTRIC LINE
- C — EX. COMMUNICATIONS LINE
- W — EX. WATER LINE
- SS — EX. SANITARY SEWER
- SD — EX. STORM SEWER
- 440 — EX. MAJOR CONTOUR (5')
- 439 — EX. MINOR CONTOUR (1')

LINE TABLE

LINE	BEARING	DISTANCE
L–1	S 81°27'29" E	69.54'
L–2	N 45°48'41" E	16.23'
L–3	N 58°37'58" E	39.06'

CURVE TABLE

CURVE	ARC LENGTH	RADIUS	CHORD LENGTH	CHORD BEARING
C–1	29.48'	20.00'	26.89'	N 03°34'41" E
C–2	150.50'	1431.00'	150.43'	N 48°49'27" E
C–3	169.72'	1431.00'	169.63'	N 55°14'06" E

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EXISTING CONDITIONS & DEMOLITION PLAN

C-2

SHEET 2 OF 9

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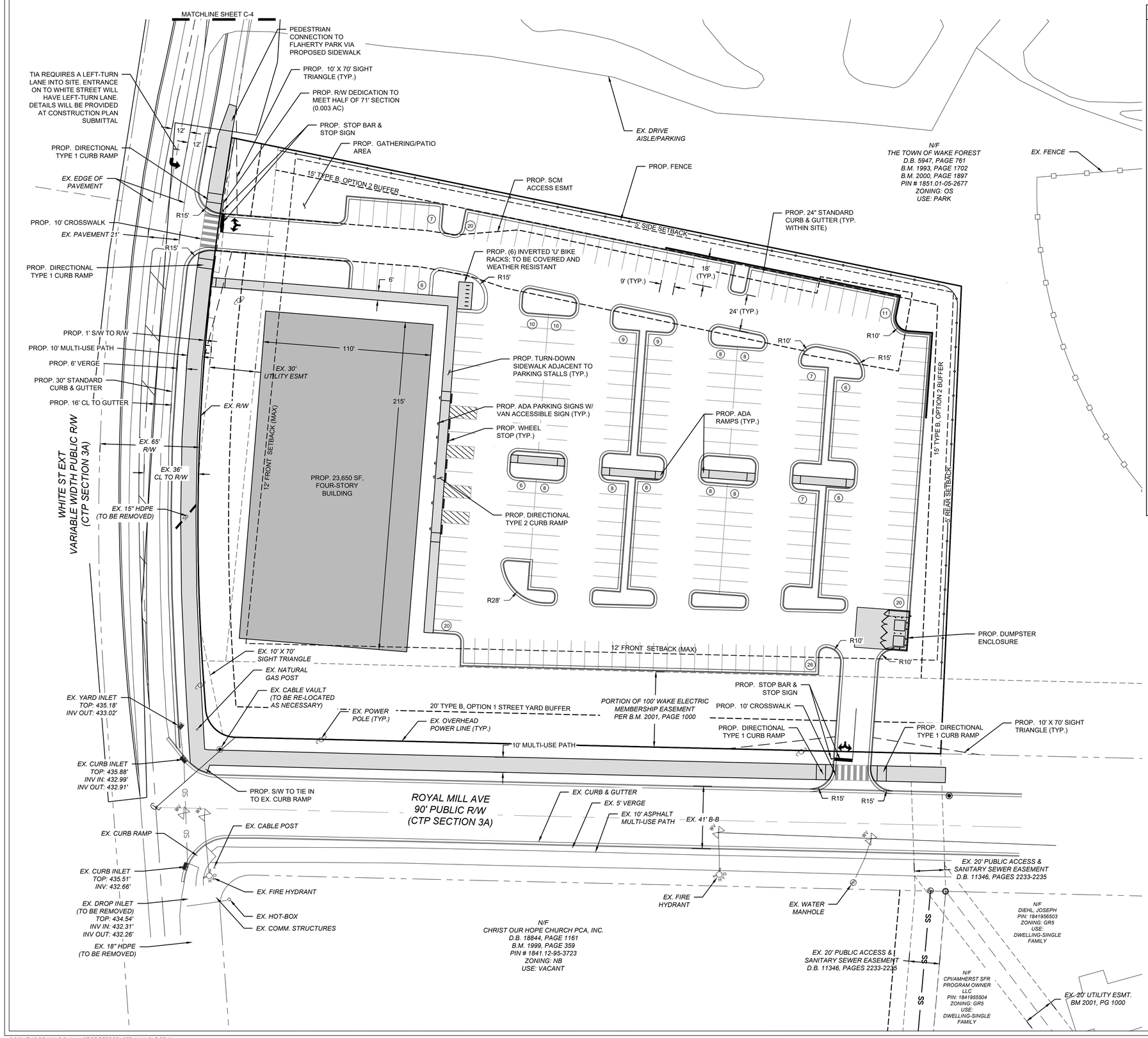

SUMMARY INFORMATION

DEVELOPMENT NAME: WHITE STREET MIXED USE

SITE ADDRESS: N WHITE STREET & ROYAL MILL AVENUE

PIN NUMBER(S): 1841-96-6020

TOTAL ACREAGE: 3.934 AC
LESS WHITE STREET R/W DEDICATION: 0.003 AC
NET ACREAGE: 3.931 AC

EXISTING USE: VACANT
PROPOSED USE: MIXED USE (GENERAL COMMERCIAL, RESTAURANT, MULTI-FAMILY)

JURISDICTION: TOWN OF WAKE FOREST
EXISTING ZONING DISTRICT: NB
PROPOSED ZONING DISTRICT: NMX-CD

NMX REQUIRED FRONTAGE BUILDOUT: 60%
NMX FRONTAGE PROVIDED: 64% (EXCLUDING PORTION OF WAKE ELECTRIC EASEMENT)

MAX STORIES: 4

PROPOSED USES:
GENERAL COMMERCIAL: 32,000 SF
RESTAURANT: 10,000 SF
MULTI-FAMILY UNITS: 65

NMX SETBACKS:
FRONT: 12' MAX. (MEASURED FROM EASEMENT)
SIDE STREET: 12' MAX. (MEASURED FROM EASEMENT)
SIDE: 5' MIN
REAR: 5' MIN.

PARKING CALCULATIONS:
REQUIRED PARKING:
MULTI-FAMILY: 1.5 PER UNIT
GENERAL COMMERCIAL: 1 PER 350 SF
RESTAURANT: 1 PER 200 SF
TOTAL REQUIRED = 238 SPACES

PROVIDED PARKING: 238 SPACES

BICYCLE PARKING CALCULATIONS:
REQUIRED PARKING: 2 PER 40 AUTO SPACES = 12 REQUIRED
PROVIDED PARKING: 12 SPACES (6 INVERTED 'U' RACKS); TO BE LONG-TERM (COVERED AND WEATHER RESISTANT)

NMX REQUIRED OPEN PACE: N/A (PROJECT LESS THAN 5 ACRES)
PROPOSED OPEN SPACE: N/A

NMX REQUIRED PARK SPACE: N/A (PROJECT LESS THAN 5 ACRES)
PROPOSED PARK SPACE: N/A

PROPERTY OWNER: THALES ACADEMY INC
DEVELOPER: TALL PINES CUSTOM HOMES LLC

PROPOSED IMPERVIOUS AREAS:
BUILDING: 0.54 AC
PARKING: 1.92 AC
SIDEWALK (ON-SITE): 0.07 AC
SIDEWALK (OFF-SITE): 0.20 AC
TOTAL IMPERVIOUS AREAS: 2.73 AC (119,069 SF); 69.5% IMPERVIOUS

NOTES

1. PROPOSED ADA STALLS AND AISLES SHALL HAVE SLOPES NO STEEPER THAN 1:48 (2%) IN ALL DIRECTIONS.
2. PROPOSED ACCESSIBLE ROUTES SHALL HAVE RUNNING SLOPES NO STEEPER THAN 1:20 (5%) AND CROSS SLOPES NO STEEPER THAN 1:48 (2%).
3. DIMENSIONS SHOWN ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
4. RADII ARE 5' UNLESS OTHERWISE NOTED.
5. PUBLIC ART REQUIREMENT THROUGH COMMUNITY PLAN TO BE MET THROUGH A MURAL.

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- PROP. CONCRETE

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SITE PLAN

C-3

SHEET 3 OF 9

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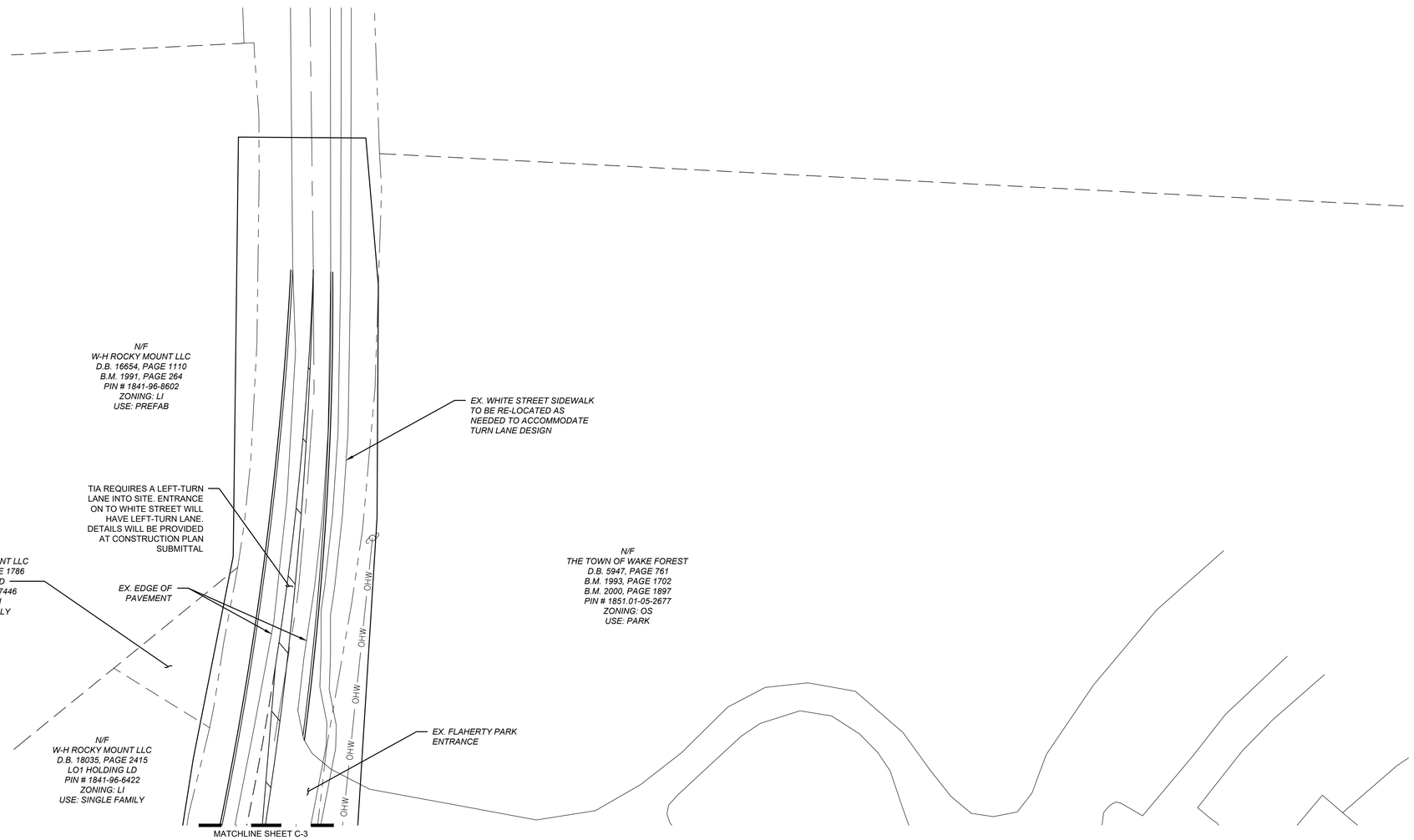

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SITE PLAN

C-4

SHEET 4 OF 9

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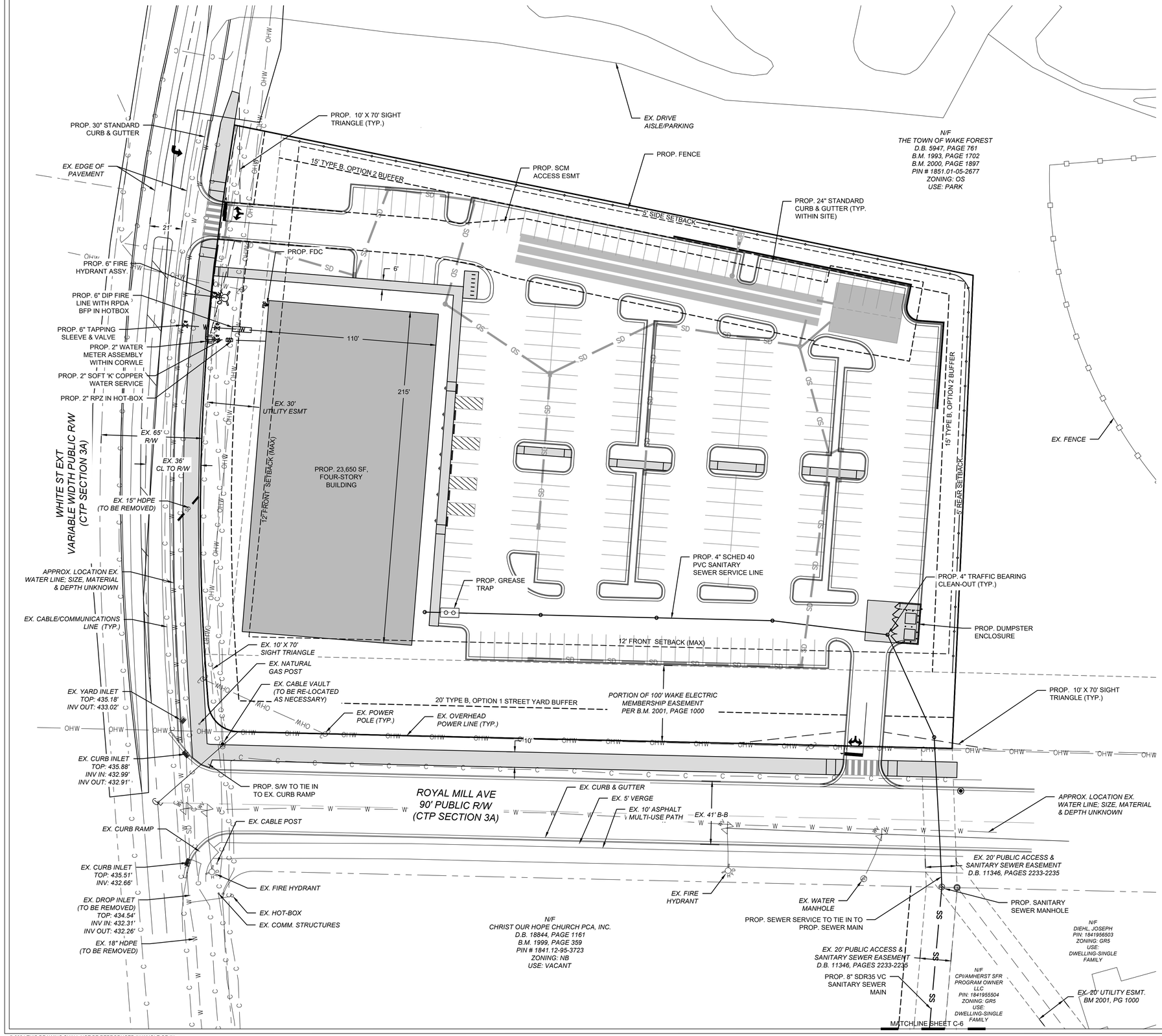

CITY OF RALEIGH STANDARD UTILITY NOTES (AS APPLICABLE)

1. ALL MATERIALS & CONSTRUCTION METHODS SHALL BE IN ACCORDANCE WITH CITY OF RALEIGH DESIGN STANDARDS, DETAILS & SPECIFICATIONS (REFERENCE: CORPUD HANDBOOK, CURRENT EDITION)

2. UTILITY SEPARATION REQUIREMENTS:
   A) A DISTANCE OF 100' SHALL BE MAINTAINED BETWEEN SANITARY SEWER & ANY PRIVATE OR PUBLIC WATER SUPPLY SOURCE SUCH AS AN IMPOUNDED RESERVOIR USED AS A SOURCE OF DRINKING WATER. IF ADEQUATE LATERAL SEPARATION CANNOT BE ACHIEVED, FERROUS SANITARY SEWER PIPE SHALL BE SPECIFIED & INSTALLED TO WATERLINE SPECIFICATIONS. HOWEVER, THE MINIMUM SEPARATION SHALL NOT BE LESS THAN 25' FROM A PRIVATE WELL OR 50' FROM A PUBLIC WELL
   B) WHEN INSTALLING WATER &/OR SEWER MAINS, THE HORIZONTAL SEPARATION BETWEEN UTILITIES SHALL BE 10'. IF THIS SEPARATION CANNOT BE MAINTAINED DUE TO EXISTING CONDITIONS, THE VARIATION ALLOWED IS THE WATER MAIN IN A SEPARATE TRENCH WITH THE ELEVATION OF THE WATER MAIN AT LEAST 18" ABOVE THE TOP OF THE SEWER & MUST BE APPROVED BY THE PUBLIC UTILITIES DIRECTOR. ALL DISTANCES ARE MEASURED FROM OUTSIDE DIAMETER TO OUTSIDE DIAMETER
   C) WHERE IT IS IMPOSSIBLE TO OBTAIN PROPER SEPARATION, OR ANYTIME A SANITARY SEWER PASSES OVER A WATERMAIN, DIP MATERIALS OR STEEL ENCASEMENT EXTENDED 10' ON EACH SIDE OF CROSSING MUST BE SPECIFIED & INSTALLED TO WATERLINE SPECIFICATIONS
   D) 5.0' MINIMUM HORIZONTAL SEPARATION IS REQUIRED BETWEEN ALL SANITARY SEWER & STORM SEWER FACILITIES, UNLESS DIP MATERIAL IS SPECIFIED FOR SANITARY SEWER
   E) MAINTAIN 18" MIN. VERTICAL SEPARATION AT ALL WATERMAIN & RCP STORM DRAIN CROSSINGS; MAINTAIN 18" MIN. VERTICAL SEPARATION AT ALL SANITARY SEWER & RCP STORM DRAIN CROSSINGS. WHERE ADEQUATE SEPARATIONS CANNOT BE ACHIEVED, SPECIFY DIP MATERIALS & A CONCRETE CRADLE HAVING 6" MIN. CLEARANCE (PER CORPUD DETAILS W-41 & S-49)
   F) ALL OTHER UNDERGROUND UTILITIES SHALL CROSS WATER & SEWER FACILITIES WITH 18" MIN. VERTICAL SEPARATION REQUIRED

3. ANY NECESSARY FIELD REVISIONS ARE SUBJECT TO REVIEW & APPROVAL OF AN AMENDED PLAN &/OR PROFILE BY THE CITY OF RALEIGH PUBLIC UTILITIES DEPARTMENT PRIOR TO CONSTRUCTION

4. DEVELOPER SHALL PROVIDE 30 DAYS ADVANCE WRITTEN NOTICE TO OWNER FOR ANY WORK REQUIRED WITHIN AN EXISTING CITY OF RALEIGH UTILITY EASEMENT TRAVERSING PRIVATE PROPERTY

5. CONTRACTOR SHALL MAINTAIN CONTINUOUS WATER & SEWER SERVICE TO EXISTING RESIDENCES & BUSINESSES THROUGHOUT CONSTRUCTION OF PROJECT. ANY NECESSARY SERVICE INTERRUPTIONS SHALL BE PRECEDED BY A 24 HOUR ADVANCE NOTICE TO THE CITY OF RALEIGH PUBLIC UTILITIES DEPARTMENT

6. 3.0' MINIMUM COVER IS REQUIRED ON ALL WATER MAINS & SEWER FORCEMAINS. 4.0' MINIMUM COVER IS REQUIRED ON ALL REUSE MAINS

7. IT IS THE DEVELOPER'S RESPONSIBILITY TO ABANDON OR REMOVE EXISTING WATER & SEWER SERVICES NOT BEING USED IN REDEVELOPMENT OF A SITE UNLESS OTHERWISE DIRECTED BY THE CITY OF RALEIGH PUBLIC UTILITIES DEPARTMENT. THIS INCLUDES ABANDONING TAP AT MAIN & REMOVAL OF SERVICE FROM ROW OR EASEMENT PER CORPUD HANDBOOK PROCEDURE

8. INSTALL ¾" COPPER* WATER SERVICES WITH METERS LOCATED AT ROW OR WITHIN A 2'X2' WATERLINE EASEMENT IMMEDIATELY ADJACENT. NOTE: IT IS THE APPLICANT'S RESPONSIBILITY TO PROPERLY SIZE THE WATER SERVICE FOR EACH CONNECTION TO PROVIDE ADEQUATE FLOW & PRESSURE

9. INSTALL 4" PVC* SEWER SERVICES @ 1.0% MINIMUM GRADE WITH CLEANOUTS LOCATED AT ROW OR EASEMENT LINE & SPACED EVERY 75 LINEAR FEET MAXIMUM

10. PRESSURE REDUCING VALVES ARE REQUIRED ON ALL WATER SERVICES EXCEEDING 80 PSI; BACKWATER VALVES ARE REQUIRED ON ALL SANITARY SEWER SERVICES HAVING BUILDING DRAINS LOWER THAN 1.0' ABOVE THE NEXT UPSTREAM MANHOLE

11. ALL ENVIRONMENTAL PERMITS APPLICABLE TO THE PROJECT MUST BE OBTAINED FROM NCDWQ, USACE &/OR FEMA FOR ANY RIPARIAN BUFFER, WETLAND &/OR FLOODPLAIN IMPACTS (RESPECTIVELY) PRIOR TO CONSTRUCTION

12. NCDOT / RAILROAD ENCROACHMENT AGREEMENTS ARE REQUIRED FOR ANY UTILITY WORK (INCLUDING MAIN EXTENSIONS & SERVICE TAPS) WITHIN STATE OR RAILROAD ROW PRIOR TO CONSTRUCTION

13. GREASE INTERCEPTOR / OIL WATER SEPARATOR SIZING CALCULATIONS & INSTALLATION SPECIFICATIONS SHALL BE APPROVED BY THE CORPUD FOG PROGRAM COORDINATOR PRIOR TO ISSUANCE OF A BUILDING PERMIT. CONTACT STEPHEN CALVERLEY AT (919) 996-2334 OR STEPHEN.CALVERLEY@RALEIGHNC.GOV FOR MORE INFORMATION

14. CROSS-CONNECTION CONTROL PROTECTION DEVICES ARE REQUIRED BASED ON DEGREE OF HEALTH HAZARD INVOLVED AS LISTED IN APPENDIX-B OF THE RULES GOVERNING PUBLIC WATER SYSTEMS IN NORTH CAROLINA. THESE GUIDELINES ARE THE MINIMUM REQUIREMENTS. THE DEVICES SHALL MEET AMERICAN SOCIETY OF SANITARY ENGINEERING (ASSE) STANDARDS OR BE ON THE UNIVERSITY OF SOUTHERN CALIFORNIA APPROVAL LIST. THE DEVICES SHALL BE INSTALLED AND TESTED (BOTH INITIAL AND PERIODIC TESTING THEREAFTER) IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS OR THE LOCAL CROSS-CONNECTION CONTROL PROGRAM, WHICHEVER IS MORE STRINGENT. A CERTIFICATE OF COMPLIANCE SHALL ALSO BE OBTAINED FOR EACH DEVICE PRIOR TO ISSUANCE OF A BUILDING PERMIT. CONTACT JOANIE HARTLEY AT (919) 996-5923 OR JOANIE.HARTLEY@RALEIGHNC.GOV FOR MORE INFORMATION

NOTES

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UTILITY PLAN

C-5
SHEET 5 OF 9

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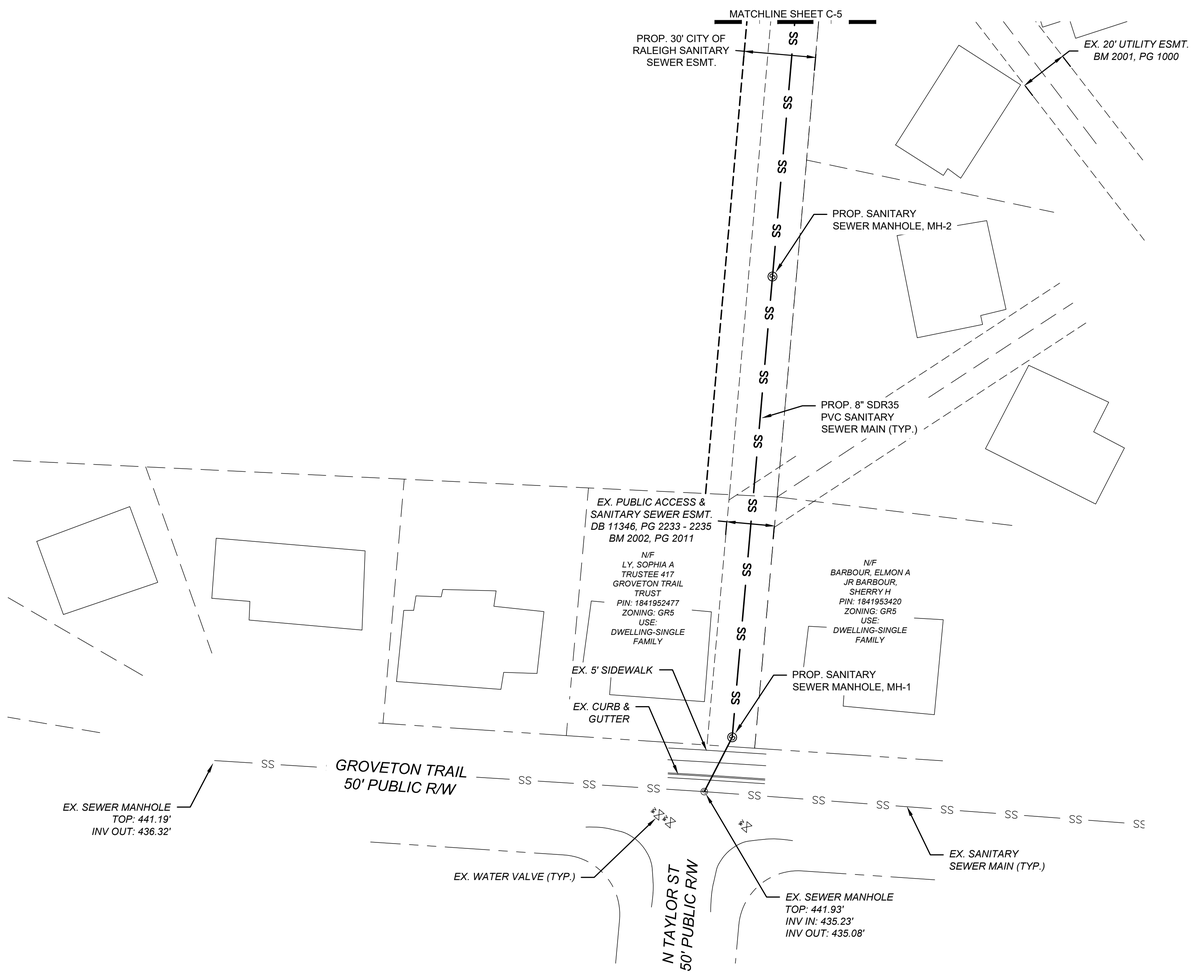

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2. UTILITY SEPARATION REQUIREMENTS:
   A) A DISTANCE OF 100' SHALL BE MAINTAINED BETWEEN SANITARY SEWER & ANY PRIVATE OR PUBLIC WATER SUPPLY SOURCE SUCH AS AN IMPOUNDED RESERVOIR USED AS A SOURCE OF DRINKING WATER. IF ADEQUATE LATERAL SEPARATION CANNOT BE ACHIEVED, FERROUS SANITARY SEWER PIPE SHALL BE SPECIFIED & INSTALLED TO WATERLINE SPECIFICATIONS. HOWEVER, THE MINIMUM SEPARATION SHALL NOT BE LESS THAN 25' FROM A PRIVATE WELL OR 50' FROM A PUBLIC WELL
   B) WHEN INSTALLING WATER &/OR SEWER MAINS, THE HORIZONTAL SEPARATION BETWEEN UTILITIES SHALL BE 10'. IF THIS SEPARATION CANNOT BE MAINTAINED DUE TO EXISTING CONDITIONS, THE VARIATION ALLOWED IS THE WATER MAIN IN A SEPARATE TRENCH WITH THE ELEVATION OF THE WATER MAIN AT LEAST 18" ABOVE THE TOP OF THE SEWER & MUST BE APPROVED BY THE PUBLIC UTILITIES DIRECTOR. ALL DISTANCES ARE MEASURED FROM OUTSIDE DIAMETER TO OUTSIDE DIAMETER
   C) WHERE IT IS IMPOSSIBLE TO OBTAIN PROPER SEPARATION, OR ANYTIME A SANITARY SEWER PASSES OVER A WATERMAIN, DIP MATERIALS OR STEEL ENCASEMENT EXTENDED 10' ON EACH SIDE OF CROSSING MUST BE SPECIFIED & INSTALLED TO WATERLINE SPECIFICATIONS
   D) 5.0' MINIMUM HORIZONTAL SEPARATION IS REQUIRED BETWEEN ALL SANITARY SEWER & STORM SEWER FACILITIES, UNLESS DIP MATERIAL IS SPECIFIED FOR SANITARY SEWER
   E) MAINTAIN 18" MIN. VERTICAL SEPARATION AT ALL WATERMAIN & RCP STORM DRAIN CROSSINGS; MAINTAIN 18" MIN. VERTICAL SEPARATION AT ALL SANITARY SEWER & RCP STORM DRAIN CROSSINGS. WHERE ADEQUATE SEPARATIONS CANNOT BE ACHIEVED, SPECIFY DIP MATERIALS & & CONCRETE CRADLE HAVING 6" MIN. CLEARANCE (PER CORPUD DETAILS W-41 & S-49)
   F) ALL OTHER UNDERGROUND UTILITIES SHALL CROSS WATER & SEWER FACILITIES WITH 18" MIN. VERTICAL SEPARATION REQUIRED

3. ANY NECESSARY FIELD REVISIONS ARE SUBJECT TO REVIEW & APPROVAL OF AN AMENDED PLAN &/OR PROFILE BY THE CITY OF RALEIGH PUBLIC UTILITIES DEPARTMENT PRIOR TO CONSTRUCTION

4. DEVELOPER SHALL PROVIDE 30 DAYS ADVANCE WRITTEN NOTICE TO OWNER FOR ANY WORK REQUIRED WITHIN AN EXISTING CITY OF RALEIGH UTILITY EASEMENT TRAVERSING PRIVATE PROPERTY

5. CONTRACTOR SHALL MAINTAIN CONTINUOUS WATER & SEWER SERVICE TO EXISTING RESIDENCES & BUSINESSES THROUGHOUT CONSTRUCTION OF PROJECT. ANY NECESSARY SERVICE INTERRUPTIONS SHALL BE PRECEDED BY A 24 HOUR ADVANCE NOTICE TO THE CITY OF RALEIGH PUBLIC UTILITIES DEPARTMENT

6. 3.0' MINIMUM COVER IS REQUIRED ON ALL WATER MAINS & SEWER FORCEMAINS. 4.0' MINIMUM COVER IS REQUIRED ON ALL REUSE MAINS

7. IT IS THE DEVELOPER'S RESPONSIBILITY TO ABANDON OR REMOVE EXISTING WATER & SEWER SERVICES NOT BEING USED IN REDEVELOPMENT OF A SITE UNLESS OTHERWISE DIRECTED BY THE CITY OF RALEIGH PUBLIC UTILITIES DEPARTMENT. THIS INCLUDES ABANDONING TAP AT MAIN & REMOVAL OF SERVICE FROM ROW OR EASEMENT PER CORPUD HANDBOOK PROCEDURE

8. INSTALL ¾" COPPER" WATER SERVICES WITH METERS LOCATED AT ROW OR WITHIN A 2'X2' WATERLINE EASEMENT IMMEDIATELY ADJACENT. NOTE: IT IS THE APPLICANT'S RESPONSIBILITY TO PROPERLY SIZE THE WATER SERVICE FOR EACH CONNECTION TO PROVIDE ADEQUATE FLOW & PRESSURE

9. INSTALL 4" PVC" SEWER SERVICES @ 1.0% MINIMUM GRADE WITH CLEANOUTS LOCATED AT ROW OR EASEMENT LINE & SPACED EVERY 75 LINEAR FEET MAXIMUM

10. PRESSURE REDUCING VALVES ARE REQUIRED ON ALL WATER SERVICES EXCEEDING 80 PSI; BACKWATER VALVES ARE REQUIRED ON ALL SANITARY SEWER SERVICES HAVING BUILDING DRAINS LOWER THAN 1.0' ABOVE THE NEXT UPSTREAM MANHOLE

11. ALL ENVIRONMENTAL PERMITS APPLICABLE TO THE PROJECT MUST BE OBTAINED FROM NCDWQ, USACE &/OR FEMA FOR ANY RIPARIAN BUFFER, WETLAND &/OR FLOODPLAIN IMPACTS (RESPECTIVELY) PRIOR TO CONSTRUCTION

12. NCDOT / RAILROAD ENCROACHMENT AGREEMENTS ARE REQUIRED FOR ANY UTILITY WORK (INCLUDING MAIN EXTENSIONS & SERVICE TAPS) WITHIN STATE OR RAILROAD ROW PRIOR TO CONSTRUCTION

13. GREASE INTERCEPTOR / OIL WATER SEPARATOR SIZING CALCULATIONS & INSTALLATION SPECIFICATIONS SHALL BE APPROVED BY THE CORPUD FOG PROGRAM COORDINATOR PRIOR TO ISSUANCE OF A BUILDING PERMIT. CONTACT STEPHEN CALVERLEY AT (919) 996-2334 OR STEPHEN.CALVERLEY@RALEIGHNC.GOV FOR MORE INFORMATION

14. CROSS-CONNECTION CONTROL PROTECTION DEVICES ARE REQUIRED BASED ON DEGREE OF HEALTH HAZARD INVOLVED AS LISTED IN APPENDIX-B OF THE RULES GOVERNING PUBLIC WATER SYSTEMS IN NORTH CAROLINA. THESE GUIDELINES ARE THE MINIMUM REQUIREMENTS. THE DEVICES SHALL MEET AMERICAN SOCIETY OF SANITARY ENGINEERING (ASSE) STANDARDS OR BE ON THE UNIVERSITY OF SOUTHERN CALIFORNIA APPROVAL LIST. THE DEVICES SHALL BE INSTALLED AND TESTED (BOTH INITIAL AND PERIODIC TESTING THEREAFTER) IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS OR THE LOCAL CROSS-CONNECTION CONTROL PROGRAM, WHICHEVER IS MORE STRINGENT. A CERTIFICATE OF COMPLIANCE SHALL ALSO BE OBTAINED FOR EACH DEVICE PRIOR TO ISSUANCE OF A BUILDING PERMIT. CONTACT JOANIE HARTLEY AT (919) 996-5923 OR JOANIE.HARTLEY@RALEIGHNC.GOV FOR MORE INFORMATION

NOTES

1. ALL WATER AND SANITARY SEWER CONSTRUCTION SHALL BE IN ACCORDANCE WITH CITY OF RALEIGH STANDARDS AND SPECIFICATIONS.

2. THE UTILITIES SHOWN ARE NOT GUARANTEED TO BE A REPRESENTATION OF ALL UTILITIES WITHIN THE PROJECT EXTENT.

3. THE CONTRACTOR SHALL CALL THE NORTH CAROLINA ONE-CALL-CENTER AT LEAST 48 HOURS PRIOR TO BEGINNING WORK.

4. THE CONTRACTOR SHALL VERIFY DEPTHS AND LOCATIONS OF ALL UTILITIES PRIOR TO BEGINNING WORK AND SHALL USE CARE WHEN OPERATING AROUND EXISTING UTILITIES.

5. THE CONTRACTOR SHALL BE FINANCIALLY RESPONSIBLE FOR THE REPAIR OF ANY EXISTING UTILITIES DAMAGED DURING CONSTRUCTION.

LEGEND

- EX. PROPERTY LINE
- EX. RIGHT-OF-WAY
- EX. ADJACENT OWNERS
- EX. EASEMENT
- EX. FENCE
- OHW — EX. OVERHEAD ELECTRIC LINE
- C — EX. COMMUNICATIONS LINE
- W — EX. WATER LINE
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- SD — EX. STORM SEWER
- PROP. SETBACK LINE
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FLM ENGINEERING
POST OFFICE BOX 91727
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FIRM NC LICENSE NUMBER C-4222

REVISION HISTORY

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3	REV. CONDITIONS	2/26/2024	FLM
4	REV. CONDITIONS	3/15/2024	FLM
5	REV. CONDITIONS	4/23/2024	FLM

ORIGINAL PLAN SIZE: 24" X 36"

PRELIMINARY PLANS
DO NOT USE FOR CONSTRUCTION

30 15 0 30
SCALE: 1 INCH =30 FEET

SCALE ADJUSTMENT
THIS BAR IS 1 INCH IN LENGTH ON ORIGINAL DRAWING
0 1"
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WHITE STREET MIXED USE
SITE MASTER PLAN
N WHITE ST & ROYAL MILL AVE
WAKE FOREST, NC

DATE:	01-19-2023
SCALE:	AS SHOWN
DESIGNED BY:	FLM
APPROVED BY:	FLM
PROJECT NO.:	22045

UTILITY PLAN

C-6
SHEET 6 OF 9

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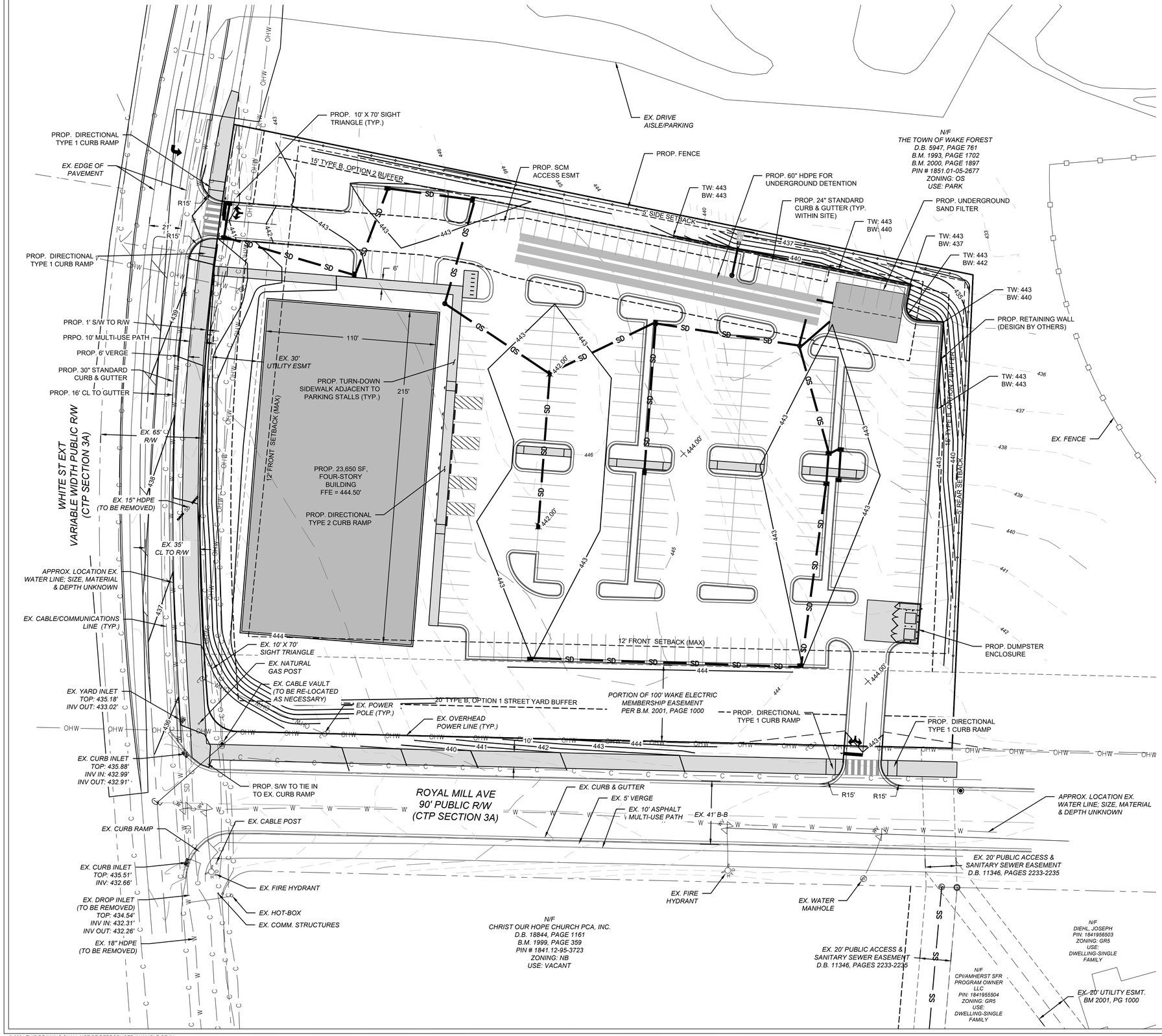

NOTES

1. GRADES SHOWN REPRESENT FINISHED GRADES.
2. CUT/FILL SLOPES ARE 3H:1V UNLESS OTHERWISE NOTED.
3. STORMWATER CONTROL MEASURE (SCM) AND ALL STORMWATER INFRASTRUCTURE OUTSIDE OF THE PUBLIC RIGHT-OF-WAY SHALL BE PRIVATELY MAINTAINED.
4. THE UTILITIES SHOWN ARE NOT GUARANTEED TO BE A REPRESENTATION OF ALL UTILITIES WITHIN THE PROJECT EXTENT.
5. THE CONTRACTOR SHALL CALL THE NORTH CAROLINA ONE-CALL-CENTER AT LEAST 48 HOURS PRIOR TO BEGINNING WORK.
6. THE CONTRACTOR SHALL VERIFY DEPTHS AND LOCATIONS OF ALL UTILITIES PRIOR TO BEGINNING WORK AND SHALL USE CARE WHEN OPERATING AROUND EXISTING UTILITIES.
7. THE CONTRACTOR SHALL BE FINANCIALLY RESPONSIBLE FOR THE REPAIR OF ANY EXISTING UTILITIES DAMAGED DURING CONSTRUCTION.

LEGEND

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- EX. RIGHT-OF-WAY
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- EX. EASEMENT
- EX. FENCE
- OHW — EX. OVERHEAD ELECTRIC LINE
- C — EX. COMMUNICATIONS LINE
- W — EX. WATER LINE
- SS — EX. SANITARY SEWER
- SD — EX. STORM SEWER
- 440 — EX. MAJOR CONTOUR (5')
- 439 — EX. MINOR CONTOUR (1')
- PROP. SETBACK LINE
- PROP. EASEMENT/BUFFER
- PROP. FENCE
- PROP. CONCRETE
- W — PROP. WATER LINE
- SS — PROP. SANITARY SEWER
- SD — PROP. STORM SEWER
- 440 — PROP. MAJOR CONTOUR (5')
- 439 — PROP. MINOR CONTOUR (1')

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ORIGINAL PLAN SIZE: 24" X 36"

PRELIMINARY PLANS
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SITE MASTER PLAN
N WHITE ST & ROYAL MILL AVE
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APPROVED BY:	FLM
PROJECT NO.:	22045

GRADING & DRAINAGE PLAN

C-7

SHEET 7 OF 9

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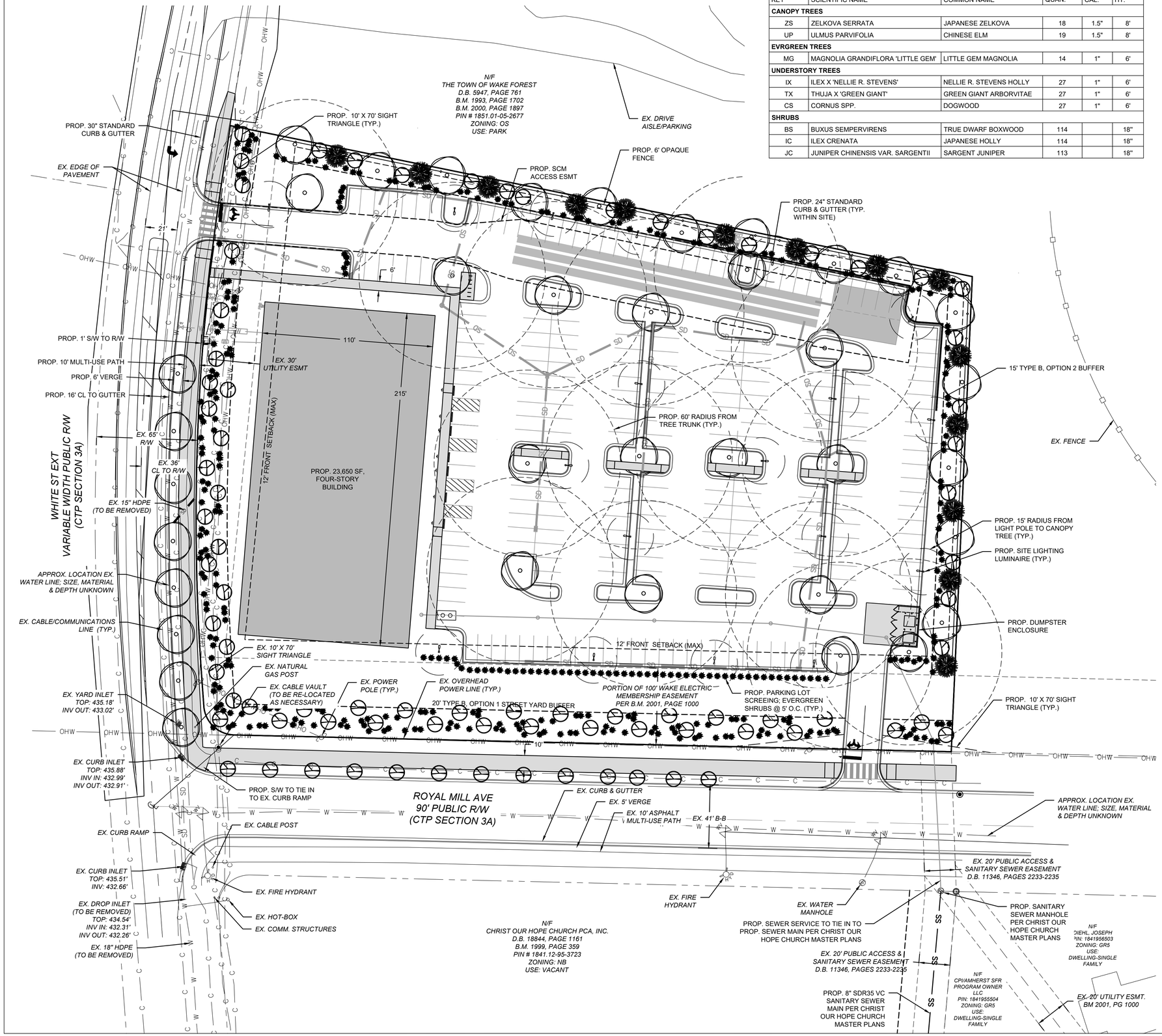

PLANT LIST					
KEY	SCIENTIFIC NAME	COMMON NAME	QUAN.	CAL.	HT.
CANOPY TREES					
ZS	ZELKOVA SERRATA	JAPANESE ZELKOVA	18	1.5"	8'
UP	ULMUS PARVIFOLIA	CHINESE ELM	19	1.5"	8'
EVRGREEN TREES					
MG	MAGNOLIA GRANDIFLORA 'LITTLE GEM'	LITTLE GEM MAGNOLIA	14	1"	6'
UNDERSTORY TREES					
IX	ILEX X 'NELLIE R. STEVENS'	NELLIE R. STEVENS HOLLY	27	1"	6'
TX	THUJA X 'GREEN GIANT'	GREEN GIANT ARBORVITAE	27	1"	6'
CS	CORNUS SPP.	DOGWOOD	27	1"	6'
SHRUBS					
BS	BUXUS SEMPERVIRENS	TRUE DWARF BOXWOOD	114		18"'
IC	ILEX CRENATA	JAPANESE HOLLY	114		18"'
JC	JUNIPER CHINENSIS VAR. SARGENTII	SARGENT JUNIPER	113		18"'

LANDSCAPING REQUIREMENTS

TYPE B, OPTION 2 PERIMETER BUFFER (APPROX. 687 LF ALONG EAST AND SOUTHEAST PARCEL LINES)
2 CANOPY TREES PER 100 LF
2 EVERGREEN TREES PER 100 LF
3 UNDERSTORY TREES PER 100 LF
12 SHRUBS PER 100 LF (50% OF REQUIRED SHRUBS MUST BE EVERGREEN SPECIES)
MIN. 4' OPAQUE OR SEMI-OPAQUE FENCE

CANOPY TREES REQUIRED: 14
CANOPY TREES PROVIDED: 14

EVERGREEN TREES REQUIRED: 14
EVERGREEN TREES PROVIDED: 14

UNDERSTORY TREES REQUIRED: 21
UNDERSTORY TREES PROVIDED: 21

SHRUBS REQUIRED: 82
SHRUBS PROVIDED: 82 (100% EVERGREEN)

VEHICULAR USE AREAS:
OFF-STREET PARKING VISIBLE FROM THE RIGHT-OF-WAY OR ADJACENT PROPERTIES SHALL BE SCREENED WITH EVERGREEN SHRUBBERY AT 5 FEET ON CENTER, AND ALL PARKING SPACES SHALL BE WITHIN 60 FEET OF A PLANTED CANOPY TREE TRUNK.

CANOPY TREES PROVIDED: 15
SHRUBS PROVIDED: 71

SPECIMEN TREE REMOVAL CALCUATIONS:
THERE ARE NO TREES THAT QUALIFY AS TOWN OF WAKE FOREST SPECIMEN TREES ONSITE.

MINIMUM CANOPY COVERAGE:
1 CANOPY TREE PER 10,000 SQ. FT. OF PARCEL AREA (171,352 SQ. FT. / 10,000 SQ. FT. = 17)

CANOPY TREES REQUIRED: 17
CANOPY TREES PROVIDED: 28

STREET TREES (ROYAL MILL AVE):
REQUIREMENT: STREET TREES SHALL BE PLACED AT 35' O.C. (UNDERSTORY)

UNDERSTORY TREES PROVIDED: 13 AT 15' MIN. SPACING

STREET TREES (N WHITE STREET):
REQUIREMENT: STREET TREES SHALL BE PLACED AT 50' O.C. (CANOPY)

CANOPY TREES PROVIDED: 8 AT 30' MIN. SPACING

TYPE B, OPTION 1 STREET YARD BUFFER (APPROX. 782 LF ALONG NORTH WHITE STREET & ROYAL MILL AVENUE)
6 UNDERSTORY TREES PER 100 LF (2 EVERGREEN)
24 SHRUBS PER 100 LF (50% OF REQUIRED SHRUBS MUST BE EVERGREEN SPECIES)

UNDERSTORY TREES REQUIRED: 47
UNDERSTORY TREES PROVIDED: 47

SHRUBS REQUIRED: 188
SHRUBS PROVIDED: 188 (100% EVERGREEN)

NOTES

1. LANDSCAPING SHALL BE IN ACCORDANCE WITH CHAPTER 8 OF THE WAKE FOREST UNIFIED DEVELOPMENT ORDINANCE (UDO) INCLUDING PRESERVATION AND REPLACEMENT OF SPECIMEN TREES.

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- W — PROP. WATER LINE
- PROP. SANITARY SEWER
- SD — PROP. STORM SEWER
- PROP. CANOPY TREE
- PROP. EVERGREEN TREE
- PROP. UNDERSTORY TREE
- PROP. EVERGREEN SHRUB
- PROP. LIGHT POLE WITH 15' RADIUS FROM TREE

FLM ENGINEERING
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RALEIGH, NORTH CAROLINA 27675
PHONE: 919.610.1051
FIRM NC LICENSE NUMBER C-4222

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PROJECT NO.:	22045

LANDSCAPE PLAN

C-8
SHEET 8 OF 9

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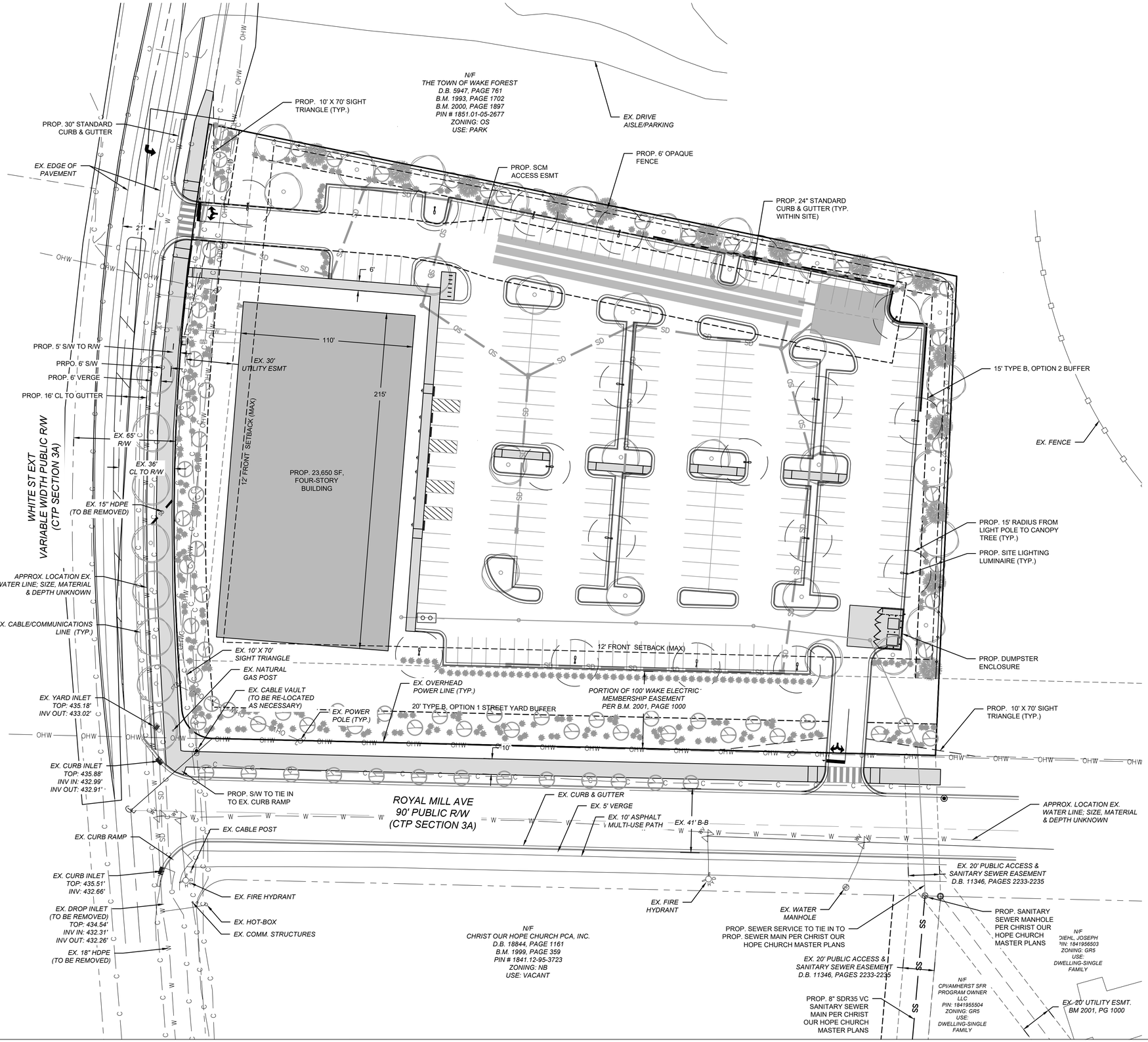

NOTES

1. LIGHTING DESIGN SHALL BE IN ACCORDANCE WITH SECTION 10 OF THE WAKE FOREST UDO.

LEGEND

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LIGHTING PLAN

C-9

SHEET 9 OF 9

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ORDINANCE 2024-XXX

ORDINANCE OF THE BOARD OF COMMISSIONERS OF THE TOWN OF WAKE FOREST AMENDING THE OFFICIAL ZONING DISTRICT MAP OF THE TOWN OF WAKE FOREST TO CHANGE THE ZONING OF APPROXIMATELY 3.93 ACRES LOCATED AT 0 NORTH WHITE STREET, BEING WAKE COUNTY TAX PIN 1841966020, FROM NEIGHBORHOOD BUSINESS (NB) TO NEIGHBORHOOD MIXED-USE CONDITIONAL DISTRICT (NMX-CD)

WHEREAS, the application submitted by Chase Massey on behalf of Thales Academy, Inc., for the rezoning of land hereinafter described was duly filed with the Planning Department; and

WHEREAS, the Planning Board held a public comment session on April 9, 2024, and the Board of Commissioners held a public hearing on May 21, 2024; and

WHEREAS, mailed notices, property sign postings, and a newspaper notice publication were carried out for the public comment session and public hearing in accordance with 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 that was generally consistent with the Comprehensive Plan and is in the best public interest for the lands hereinafter described, 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;

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

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

Section 2: The parcel identified by the Wake County Tax Parcel Identification Number 1841966020, and described in Exhibit 1, is located within the Town’s Corporate Limits.

Section 3: The Town of Wake Forest Unified Development Ordinance, including the Town of Wake Forest North Carolina Official Zoning District Map which is a part of said Ordinance, is hereby amended by changing the zoning classification of the “Rezoned Lands” from Neighborhood Business (NB) to Neighborhood Mixed-Use Conditional District (NMX-CD), subject to the conditions stated herein.

Section 4: The “Rezoned Lands” are subject to all of the standards and conditions in Exhibit 3 – Proposed North White Street Mixed Use Master Plan, which are imposed as part of this rezoning.

Section 5: The Administrator is hereby authorized and directed to cause the said Official Zoning District Map for the Town of Wake Forest, North Carolina, to be physically revised and amended to reflect the zoning changes ordained by this Ordinance.

Section 6: After reviewing all the information presented at the public hearing and the Town’s plans, policies, and ordinances, the Wake Forest Board of Commissioners finds the zoning map amendment request reasonable and consistent with the Comprehensive Plan and in the interest of the public and adopted a written consistency statement, which is on file with the Wake Forest Planning Department and attached as Exhibit 2.

Section 7: The “Rezoned Lands” are subject to the following conditions, which are imposed as part of this zoning map amendment:

1. Building height shall not exceed four stories.
2. Gathering space shall be provided as shown on the approved master plan, and shall have a public art component.
3. Allowable uses shall not include pawn shop, gas/fueling station, vehicle services – minor maintenance/repair, small equipment repair/rental, drive-thru/drive-in facility, vape shop, funeral home/crematorium, alcohol beverage sales store, bar/tavern, or gun sales store.
4. The lot line abutting North White Street shall be considered the principal front lot line.
5. Maximum front setbacks to be measured from the edge of existing utility easements along Royal Mill Avenue and North White Street.
6. Multi-family parking rate: 1.5 spaces per unit.
7. Existing Wake Electric transmission line along Royal Mill Avenue to remain and not be buried.
8. Existing Wake Electric overhead distribution line along North White Street to remain and not be buried.
9. Proposed Royal Mill Avenue minimum driveway channelization to be 97’.
10. Developer shall complete all improvements recommended in the approved Transportation Impact Analysis.
11. Direct pedestrian access from the multi-use path on North White Street shall be provided to individual business entrances along the North White Street building frontage.

12. Prior to any grading or other construction activities on the site, tree protection fencing shall be installed along northeastern parcel line to protect roots of existing off-site trees within the Flaherty Park driveway area.
13. At least 6% of the dwelling units constructed on the site shall be affordable housing units. As used herein, an "affordable housing" unit is any dwelling unit that is offered for rent at an effective monthly rent equal to or less than the maximum rent affordable for households with an income of 70% of the Area Median Income ("AMI") in the Raleigh, North Carolina Metropolitan Statistical Area published by HUD. The affordable units shall be offered for rent for a minimum of ten (10) years from the date of issuance of the first certificate of occupancy permitting residential use after the effective date of these conditions. For the purposes of this condition, an annual rent equal to or less than 30% of the annual income of a household with an income of 70% AMI in the Raleigh MSA shall be considered affordable for households with an income of 70% AMI.
14. The owner shall update the rental rate for each affordable housing unit then being marketed for rent annually based on the current updated AMI published by HUD. In the event the Town of Wake Forest or Wake County establishes a program in the future which provides incentives for affordable housing units, this project shall be eligible to participate in such a program if qualifications of such program are met. Beginning on December 31st of the first full year following owner's receipt of the final certificate of occupancy for the project and prior to December 31st for every year thereafter, the owner of record shall provide an annual certification of compliance with this zoning condition to the Town of Wake Forest Planning Department, which lists the rental rate for the affordable housing units and verifies that the tenants in those affordable housing units do not exceed the 70% AMI income threshold. The owner shall not be required to submit annual certifications to the Town regarding affordable housing units after the expiration of the 10-year affordability period.

Section 8: The “Rezoned Lands” shall be perpetually bound to the conditions imposed, including the uses authorized, unless subsequently changed or amended as provided for in the Unified Development Ordinance.

Adopted and effective this 21st of May, 2024.

_____

Vivian A. Jones
Mayor

ATTEST:

_____

Theresa Savary
Town Clerk

APPROVED AS TO FORM:

_____

Hassan Kingsberry
Town Attorney

Board of Commissioners Agenda Item Report

Agenda Item No.: 2024-12-
Submitted by: Terry Savary
Submitting Department: Administration
Meeting Date: May 21, 2024

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

Recommendation:

Item Summary:

ATTACHMENTS

-

Board of Commissioners Agenda Item Report

Agenda Item No.: 2024-90-
Submitted by: Aileen J. Staples
Submitting Department: Administration
Meeting Date: May 21, 2024

SUBJECT
Approval of Budget Ordinance Amendment # 4 for FY 2023-2024

Recommendation:
Approval as submitted

Item Summary:

ATTACHMENTS
- Budget Ordinance Amendment_summary.pdf
- Budget Ordinance Amendment # 4 FY 2023-2024.pdf

Agenda Item: Budget Ordinance Amendment # 4 – FY 2023-2024

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

Attachments: Summary worksheets

Budget Amendment # 4

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

Estimated Revenues:	Dept.	Budget Adopted	Prior Budget Amendments	Current Budget Amendments	Amended Budget
General Fund revenues		$ 68,581,250	1,280,425	1,530,310	71,391,985
Total Revenues		68,581,250	1,280,425	1,530,310	71,391,985
Appropriations:					
Board of Commissioners	410	417,500	53,385	-	470,885
Legal Services	412	396,200	76,400	-	472,600
Town Manager's Office	420	895,650	139,000		1,034,650
Town Clerk	421	250,500			250,500
Organizational Performance	422	474,180	32,500		506,680
Budget Management	423	232,785			232,785
Communications	425	1,288,400	14,400		1,302,800
Human Resources	430	1,162,910	63,500		1,226,410
Risk Management	431	467,730	16,000		483,730
Downtown Development	435	510,500	16,285		526,785
Financial Services	440	1,275,635	43,550		1,319,185
Information Technology	445	2,281,575			2,281,575
Inspections	480	2,408,475	2,700	1,500	2,412,675
Planning	490	3,333,975	1,175,450		4,509,425
Public Facilities	500	3,082,000	1,471,085	20,000	4,573,085
Public Safety: Police	510	16,185,550	183,625	377,400	16,746,575
Public Safety: Fire	520	12,668,250	34,900	47,500	12,750,650
Public Works:					
PW Administration	530	313,115	41,450		354,565
Urban Forestry	535	529,400	1,350		530,750
Fleet Maintenance	550	651,295	2,600		653,895
Streets	560	3,713,875	188,905		3,902,780
Solid Waste	580	5,985,500	1,300	253,800	6,240,600
Engineering	540	1,570,950	229,235		1,800,185
Stormwater Management	545	743,945	(97,385)		646,560
Parks, Recreation & Cultural Resources	620	6,208,965	3,131,815	1,058,500	10,399,280
Transfers	999	8,201,640	307,650		8,509,290
Total Appropriations		75,250,500	7,129,700	1,758,700	84,138,900
Estimated revenues over total appropriations		$ (6,669,250)	$ (5,849,275)	$ (228,390)	$ (12,746,915)
Other financing sources (uses):					
Sale of assets		450,000		123,500	573,500
Installment note proceeds		1,435,000		(75,430)	1,359,570
Operating transfers from other funds:					
Special Revenue Fund - DMSD		100,000	16,285		116,285
Special Revenue Fund - Police		40,500			40,500
Special Revenue Fund - Futures Fund					-
American Rescue Plan - ARPA Fund					-
Rec Capital Reserve Fund - Rec Impact Fees		591,750	3,131,815	558,500	4,282,065
Gen Capital Reserve Fund - Fire Impact Fees		1,265,000			1,265,000
Proceeds from NCCHIP Reserve		500,000	25,000		525,000
Appropriated Fund Balance		2,287,000	2,676,175	(378,180)	4,584,995
Total other financing sources		6,669,250	5,849,275	228,390	12,746,915
Estimated revenues and other sources over appropriations and other uses		$ -	$ -	$ -	$ -

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

Budget Amendment # 4

Town of Wake Forest

Budget Amendment Request

For the fiscal year ending June 30, 2024

GENERAL FUND

	Funds coming from:					
	Fund	Dept	Account	Project/Department	Account Description	Amount
1	100	000	4331	N/A	State Grants	500,000
	100	000	4710	N/A	Interfund Transfers	558,500
2	100	000	4300	N/A	Ad Valorem Taxes - Current	475,000
	100	000	4305	N/A	Beer & Wine License	3,000
	100	000	4350	N/A	Building Permits - Residential	2,500
	100	000	4353	N/A	Zoning Requests	5,000
	100	000	4354	N/A	Sign Permits	3,500
	100	000	4358	N/A	Commercial Building Plan Review	2,500
	100	000	4359	N/A	Traffic Study Fees	10,500
	100	000	4365	N/A	Fire Inspection Fees	6,000
	100	000	4366	N/A	Fire Prevention Plan Review	2,500
	100	000	4370	N/A	Erosion Control Permits	13,500
	100	000	4460.001	N/A	Facility Rentals - WFCH	9,000
	100	000	4460.003	N/A	Facility Rentals - AMC	2,500
	100	000	4470	N/A	Basketball - Residents	2,970
	100	000	4474	N/A	Volleyball - Non-Residents	2,640
	100	000	4490	N/A	Recreation - Special Programs	100,000
	100	000	4495	N/A	Recreation - Other Revenue	5,000
	100	000	4417	N/A	Off Duty Police Officer	68,500
	100	000	4507	N/A	Parking Violations	1,500
	100	000	4508	N/A	False Alarm Fees	1,700
	100	000	4600	N/A	Investment Earninggs	312,500
	100	000	4700	N/A	Sale of Capital Assets/Surplus	123,500
						2,212,310

Funds going to:					
Fund	Dept	Account	Project/Department	Account Description	Amount
100	620.42	5730	PRCR - Park Maintenance	Capital Outlay - Improvements	1,058,500
100	000	4705	N/A	Installment Purchase Proceeds	75,430
100	480	5600	Inpsections	Departmental Supplies	1,500
100	500	5710	Pub Facilities	Cap Outlay - Land	20,000
100	510	5100	Police	Salaries & Wages	295,000
100	510	5721	Police	Cap Outlay - Bldg Impvments	82,400
100	520	5101	Fire	Salaries & Wages - OT	10,000
100	520	5102	Fire	Salaries & Wages - PT	37,500
100	580	5740	Solid Waste	Cap Outlay - Equipment	253,800
100	000	4990	N/A	Appropriated Fund Balance	378,180
					2,212,310

Explanation:

1- Recognize state grant funds awarded and additional recreation impact fees for improvements at Flaherty Park - Field 2.

2 - Allocate additional revenues received to respective line items and reduce appropriated fund balance accordingly to reflect actual expended through April 30, 2024.

Budget Amendment # 4
Town of Wake Forest
Budget Amendment Request
For the fiscal year ending June 30, 2024
ARPA FUND

	Funds coming from:					
	Fund	Dept	Account	Project	Account Description	Amount
				ARPA Fund (435)		
1	435	525	5740	ARPA_Broadband_CommucationsPD	Cap Outlay - Equipment	195,805
2	435	638	5904	ARPA_Economic Impact_COVIDCoordinator	Transfer to General Fund	46,865
3	435	638	5904	ARPA_Economic Impact_Vaccines	Transfer to General Fund	5,500
4	435	000	4332	ARPA_Public Safety_Patrol Vehicles	Federal Grants	22,945
5	435	000	4332	ARPA_Public Safety_SCBA	Federal Grants	5,160
6	435	000	4332	ARPA_Public Safety_Ladder 5212	Federal Grants	220,065
	435	000	4600	ARPA_Public Safety_Ladder 5212	Investment Earnings	85,690
7	435	000	4600	ARPA_Economic Impact_Holding Park	Investment Earnings	656,955
8	435	000	4600	ARPA_Public Safety_Fire Radios	Investment Earnings	282,785
9	435	638	5904	ARPA_Economic Impact_ComplianceMgr	Transfer to General Fund	445,000
	435	000	4332	ARPA_Economic Impact_ComplianceMgr	Federal Grants	445,000
10	435	445	5730	ARPA_Broadband_FireStationFiber	Capital Outlay - Improvements	525,000
11	435	540	5330	ARPA_Stormwater_Flaherty Dam	Professional Services - Engineer	350,000
12	435	540	5730	ARPA_Stormwater_Miller	Capital Outlay - Improvements	430,000
	435	000	4332	ARPA_Stormwater_Miller	Federal Grants	430,000
						4,146,770

Funds going to:					
Fund	Dept	Account	Project/Department	Account Description	Amount
			ARPA Fund (435)		
435	000	4332	ARPA_Broadband_CommucationsPD	Federal Grants	195,805
435	000	4332	ARPA_Economic Impact_COVIDCoordinator	Federal Grants	46,865
435	000	4332	ARPA_Economic Impact_Vaccines	Federal Grants	5,500
435	525	5740	ARPA_Public Safety_Patrol Vehicles	Cap Outlay - Equipment	22,945
435	525	5740	ARPA_Public Safety_SCBA	Cap Outlay - Equipment	5,160
435	525	5740	ARPA_Public Safety_Ladder 5212	Cap Outlay - Equipment	305,755
435	525	5740	ARPA_Economic Impact_Holding Park	Cap Outlay - Equipment	656,955
435	525	5740	ARPA_Public Safety_Fire Radios	Cap Outlay - Equipment	282,785
435	540	5300	ARPA_Stormwater_StreamRestore	Professional Services	175,000
435	540	5730	ARPA_Stormwater_StreamRestore	Cap Outlay - Improvements	270,000
435	000	4332	ARPA_Stormwater_StreamRestore	Federal Grants	445,000
435	445	5735	ARPA_Broadband_FireStationFiber	Capital Outlay - System Improvements	525,000
435	540	5300	ARPA_Stormwater_Flaherty Dam	Professional Services	125,000
435	540	5730	ARPA_Stormwater_Flaherty Dam	Cap Outlay - Improvements	225,000
435	540	5730	ARPA_Stormwater_StreamRestore	Capital Outlay - Improvements	430,000
435	000	4332	ARPA_Stormwater_StreamRestore	Federal Grants	430,000
					4,146,770

Explanation:
Recognize and allocate ARPA interest earned and unused grant funds to respective projects to reflected actual expended through April 30, 2024.

Budget Amendment # 4

Town of Wake Forest

Budget Amendment Request

For the fiscal year ending June 30, 2024

RECREATION CAPITAL RESERVE FUND

Funds coming from:					
Fund	Dept	Account	Project	Account Description	Amount
700	000	4374	N/A	Recreation Impact Fees	2,500,000
700	000	4501	N/A	Donations	20,330
700	000	4600	N/A	Investment Earnings	500,000
					3,020,330

Funds going to:					
Fund	Dept	Account	Project/Department	Account Description	Amount
700	000	5904	N/A	Transfer to General Fund	3,020,330
					3,020,330

Explanation:

Recognize recreation impact fees along with other revenues and allocate to respective line item.

Budget Amendment # 4

Town of Wake Forest

Budget Amendment Request

For the fiscal year ending June 30, 2024

GENERAL CAPITAL RESERVE FUND

Funds coming from:					
Fund	Dept	Account	Project	Account Description	Amount
750	000	4372	N/A	P-I-L Fees	255,000
750	000	4376	N/A	Fire Impact Fees	430,000
750	000	4600	N/A	Investment Earnings	150,000
					835,000

Funds going to:					
Fund	Dept	Account	Project/Department	Account Description	Amount
750	000	5902	N/A	Transfer to Capital Projects Fund	835,000
					835,000

Explanation:

Recognize fire impact fees along with other revenues and allocate to respective line item.

Board of Commissioners Agenda Item Report

Agenda Item No.: 2024-144-
Submitted by: Aileen J. Staples
Submitting Department: Finance
Meeting Date: May 21, 2024

SUBJECT
Approval of updated Purchasing Policy

Recommendation:
Approval as submitted

Item Summary:

ATTACHMENTS
- Purchasing Policy Update _summary.pdf
- Resolution 2024 - Purchasing Policy update.docx
- Purchasing Policy Updated May 2024.pdf

Approval of updated Purchasing Policy

The current policy was updated and approved by the Board of Commissioners in August 2019. Staff presented highlights of changes and discussed at the work session on May 7. Updated policy is attached for review and consideration.

Attachments: Resolution; Updated Policy

RESOLUTION 2024-xx

RESOLUTION APPROVING PURCHASING AND WAREHOUSE POLICY
TOWN OF WAKE FOREST, NORTH CAROLINA

WHEREAS the Board of Commissioners approved a purchasing policy in October 2007 and updated in August 2019. This policy outlines the responsibilities and procedures governing the purchases of goods, equipment, and services for the Town of Wake Forest. A review of the updates to the purchasing policy was discussed at the May 7 work session.

WHEREAS the policies and procedures provided ensure the fair and equitable treatment for all parties involved in public purchasing is demonstrated while following all applicable statutory requirements; and

WHEREAS this policy serves as a resource that outlines the procedures to follow when purchasing goods, equipment, and services to adequately serve the residents of Wake Forest; and

WHEREAS compliance with all federal, state, and local legal requirements governing public purchasing are outlined in this policy.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Town of Wake Forest approves the Purchasing and Warehouse Policy as presented.

This the 21st day of May 2024.

_____
Vivian A. Jones
Mayor

ATTEST:

_____
Theresa Savary
Town Clerk

TOWN of WAKE FOREST

Purchasing & Warehouse Policy

Updated May 2024

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1 Purpose

This policy outlines the rules and authorities for procurement of goods and services on behalf of the Town and promotes legal compliance, equity, and best value. It also serves as a guide to purchasing, purchase cards, accounts payable, and warehouse procedures.

The objectives of the Town's purchasing program are:

- Adherence to federal and state procurement laws.
- To secure the best value for Town funds expended.
- Adherence to ethical standards.
- To promote public trust in Town purchasing practices.
- To select vendors that enhance efficiency and conserve resources.
- To foster equity and effective vendor relationships.
- To properly dispose of obsolete materials.
- To promote budgetary compliance.
- To secure timely delivery, appropriate quantity, and satisfactory quality of goods and services.

1.1 Scope

This policy applies to all Town officials and employees involved in the procurement of goods and services for the Town.

2 Authority and Responsibilities

As the legally designated Finance Officer, the Chief Financial Officer has the authority to make procedural updates to this policy as needed with Town Manager approval. Amendments that alter the policy scope or framework require Town Board approval.

The following employees may select one or more designees to carry out the duties described in this policy on their behalf:

- Town Manager (Assistant Town Managers are authorized designees)
- Chief Financial Officer (Finance Director and Purchasing Manager are authorized designees)
- Assistant Town Managers
- Finance Director
- Department Directors
- Purchasing Manager

To select an authorized designee, the above-listed employees must complete a Department Director Designee form annually. Unless otherwise stated, all references herein to the above-listed employees also include their authorized designees.

Department Directors are accountable for implementing this policy at the departmental level. Department Directors must establish internal procedures that promote policy compliance and enforcement.

2.1 Budget Ordinance and Preaudit

Per N.C.G.S. § 158-28 the Town may not obligate funds without a budgetary appropriation. The Chief Financial Officer or Deputy Finance Officer must affix a preaudit certificate on all purchase orders or contracts requiring the payment of money. The preaudit certificate verifies that funds are budgeted for the purchase. The preaudit certificate must be signed by the legally designated finance officer or deputy finance officer and state the following:

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

The Town may not disburse funds unless the amount is due and payable and budgeted funds are available for the disbursement. The designated Finance Officer or Deputy Finance Officer must affix a signed certificate on all disbursements verifying that the amount is due and payable and budgeted funds are available, as follows:

"This disbursement has been approved as required by the Local Government Budget and Fiscal Control Act."

2.2 Proper Planning

Careful planning at all stages of the purchasing cycle helps to mitigate supply shortages and cost overages while maximizing value for the Town. All employees involved in procurement of Town goods and services are responsible for effective planning.

3 Ethics

To maintain public trust, all Town officials and employees must uphold the highest ethical standards and adhere to all applicable laws and policies when engaging in procurement activities for the Town.

3.1 Public Purpose

All funds expended on behalf of the Town must serve a public purpose. A public purpose is an activity within the Town's legal scope that primarily benefits the public rather than a private entity.

3.2 Conflict of Interest

Per N.C.G.S. § 14-234 it is a criminal misdemeanor for government officials, employees, or certain family members of these individuals to benefit financially through confidential information or business conducted by the government. In the event of a real or perceived conflict of interest, Town officials and employees must:

- Immediately disclose any real or potential personal or financial interests to their supervisor, including personal relationships with vendors or contractors.
- Avoid participating in any procurement activity where a potential conflict of interest exists.
- Recuse themselves from decision-making processes where their involvement could result in a real or perceived conflict of interest.

3.3 Gifts and Favors

Per N.C.G.S. § 133-32, it is unlawful for a Town official or employee to solicit or accept any gift or favor of nominal value from a current or potential vendor. No Town official or employee may accept any gift of nominal value from a vendor before or during a project if they were involved in preparing specifications, determining the award, administering the contract, supervising, or inspecting. The nominal value established by the Town in compliance with this statute is $101 or above. Gifts with a value of $101 or above are considered Town property. Any Town official or employee who receives a gift with a value of $101 or above must immediately notify the Finance Director to determine proper handling of the gift.

Cash rebates awarded on Town purchases are also property of the Town and must be submitted to the Finance Department immediately for general governmental use.

3.4 Equal Opportunity

The Town's purchasing program does not discriminate against any entity based on race, color, religion, sex (gender orientation or sexual orientation), disability, familial status, or national origin.

3.5 Minority and Historically Underutilized Business Participation

Town Resolution # 90-32 was adopted to encourage the solicitation of minority participation in Town projects. The resolution established a 10% minority participation goal for the following types of contracts costing $30,000 or above:

- Building construction or repair
- General construction or repair
- Professional service contracts
- Service contracts
- On-call engineering contracts

The Town's Purchasing Division oversees the Town's progress in attaining the 10% participation goal by documenting the vendors solicited, and dollar and percentage participation amounts for each project type.

3.5.1 HUB Participation

Per N.C.G.S. § 143-128 and 143-131, the Town must solicit minority participation for formal and informal building construction and repair contracts. The Town's Purchasing Division must report this information to the Office of Historically Underutilized Business within 30 days of project completion.

4 Contracts

Per N.C.G.S. § 160A-16, all contracts pertaining to the Town must be in writing. To protect the Town's interests, at a minimum all procurement contracts must contain the following elements:

- Price
- Detailed scope of work or description of purchase
- Timeline of delivery
- Payment terms and conditions
- Duties and responsibilities

- Remedies for breach
- Proof of insurance

All contracts originated by a vendor or that are not in a standard Town template form must be reviewed and approved by the Town Attorney prior to execution or issuance of a purchase order, with the following exceptions:

- Contracts with a total value less than $30,000 and a maximum term of 30 days or less.
- Renewals of contracts previously reviewed by the Town Attorney, if the scope or terms of the renewed contract remain the same as the original contract.

All fully executed contracts that were not approved by the Town Attorney must be accompanied by a purchase order and submitted to the Town Attorney immediately once all signatures have been obtained.

4.1 Terms and Conditions

Without exception, all service contracts must contain the Town's Standard Contract Terms and Conditions Addendum, unless otherwise approved in writing by the Town Attorney.

- Terms and Conditions as included in a Town-issued Purchase Order take precedence over the Standard Contract Terms and Conditions.
- Terms and Conditions within a fully executed written contract take precedence over the Purchase Order Terms and Conditions.

4.2 Contractor Insurance Requirements

In compliance with the Town's Contractual Insurance Requirements Policy, all contract vendors must provide proof of insurance for all the following that apply:

- Commercial general liability: Minimum limits of $1,000,000 per occurrence, general aggregate, products/completed operations aggregate, personal, and advertising injury. Must include premises and operations, independent contractors, products, and completed operations, broad form property damage, XCU coverage, and contractual liability. Must be written on an occurrence basis and a per project or per location aggregate basis. The Town must be listed as an additional insured.
- Business auto liability: Minimum limit of $500,000 per occurrence, combined single limit for bodily injury liability and property damage liability. Must include owned vehicles, hired vehicles, and non-owned vehicles.
- Workers' Compensation: Insurance covering all employees meeting Statutory limits in compliance with the applicable state and federal laws. The coverage must include employer's liability with a minimum limit of $1,000,000 for each accident.
- Professional liability (errors and omissions): Required for professional services contracts. Minimum limit of $1,000,000 per occurrence unless a higher limit is required by the Town.
- Crime (fidelity bond): Provides coverage for employee dishonesty, forgery or alteration, theft, disappearance, and destruction will be required if the vendor directly handles or has access to computer systems that administer Town money, securities or other negotiable instruments and include coverage for all directors, officers, and employees of the vendor. Minimum limit of $100,000 per occurrence.

- Builders' risk: Must be written on a completed value form and in an amount equal to the initial contract sum, subject to subsequent modifications of the contract sum. If the building is being occupied in any way during a renovation, the Builders Risk policy will be endorsed with Permission to Occupy endorsement for the duration of the renovation.
- Cybersecurity: Minimum limit of $1,000,000 per occurrence.

Contractors are responsible for ensuring that their subcontractors meet the Town's insurance requirements. The following items must be included with all contracts, if applicable:

- Required proof of insurance: The Town must be listed as an additional insured and named as a certificate holder.
- Request for Waiver of Insurance Form: Required if the vendor does not have general liability, auto, workers' compensation, or professional liability insurance. Must be approved by the Risk Manager and Town Manager.
- Independent Contractor vs. Employee Checklist: Required if the vendor does not have workers' compensation insurance.
- Workers' Compensation Waiver Form: Required if the vendor does not have workers' compensation insurance.

4.3 Authority to Sign Contracts

The Town Manager has the authority to sign the following types of contracts:

- Contracts for construction or repairs that do not require formal bidding.
- Purchases of supplies and materials that are within budgetary appropriations.
- General and professional service contracts that are within budgetary appropriations.
- Leases for personal or real property with a term of one year or less and are within budgetary appropriations.
- Grant agreements to or from public and non-profit entities that are within budgetary appropriations unless the grantor requires execution by the Town Board.

All other contracts must be approved by the Town Board.

Contracts that are not signed by the Town Manager (or designee) or approved by the Town Board, or that do not adhere to the requirements herein are considered null and void and the Town is not responsible for payment on such contracts.

4.4 Contract Amendments

Department Directors must complete a Change Order form to request an amendment to an existing contract. Contract amendments that alter the terms and conditions must also be reviewed by the Town Attorney, with the following exception:

- Contracts with authorized vendors for a total cost of less than $30,000 with a maximum term of 30 days or less

4.5 Town-Affiliated Nonprofits

Contracts between vendors and Town-affiliated nonprofits with 501(c)(3) status, such as the Wake Forest Business & Industry Partnership, Inc., are not exempt from the Town's contract requirements. Town-affiliated nonprofits with 501(c)(3) status must adhere to their Memorandum of Understanding with the Town.

Procurement and disbursement of Town funds on behalf of a Town-affiliated nonprofit are not exempt from the procedures set forth in this policy. Pre-audit language must be included on all contracts and disbursements.

5 Vendor Selection and Management

Vendors are competitively selected based on their ability to deliver goods or services, all costs, past performance, and location. Vendors must provide all required information prior to being authorized to do business with the Town. The Town is not liable for payment for goods or services received from non-authorized vendors.

5.1 Local Buying

Per N.C.G.S. § 143-59, the Town is disallowed from selecting vendors solely based on locality. To maximize value, the Town considers vendor location in addition to price, quality, and other pertinent factors. Local vendors are encouraged to compete and will be considered for all Town procurement opportunities.

5.2 Requirements for new vendors

To become authorized to provide goods or services to the Town, new vendors must provide the following:

- New Vendor Form
- W-9

5.3 Temporary Vendors

Customer refunds and employee reimbursements are the only instances in which the temporary vendor status is permitted.

5.4 Requirements for developers and grant or sub-award recipients

Developers, grantors, or sub-award recipients must provide the following:

- W-9

5.5 Employee reimbursements

The town reimburses all expenses incurred by employees for travel and training or dues and subscriptions via payroll. All other expenses incurred by employees are reimbursed via accounts payable.

5.6 Updates to Vendor File

Changes to vendor information including contact and mailing information, preferred payment method must be entered by the Purchasing Division. The Purchasing Division must verify the accuracy and

legitimacy of all vendor change requests prior to updating the vendor file. Vendor ACH information must be verified and entered by the Finance Director.

6 Procurement Methods

6.1 Purchases Under $500

Purchases under $500 do not require written quotes or purchase orders. Purchases under $500 must be paid with a Town-issued purchase card when possible.

6.1.1 Petty Cash

Per the Town's Petty Cash Ordinance employees may use petty cash for purchases in the amount of $100 or less if a purchase card or Town-issued check are not feasible, or for employee reimbursements in the amount of $100 or less. Petty cash can be retrieved from the Town Hall Customer Service front desk.

Town Hall Petty Cash Process:

1. Employee must complete a Petty Cash Request form.
2. Department Director must approve the Petty Cash Form.
3. Customer Service will receive a copy of the approved Petty Cash form and distribute the approved petty cash amount to the requesting employee.
4. Employee will make the purchase, attach the receipt to the Petty Cash form, complete the form, and return any change to Customer Service.
5. Customer Service will sign the form to confirm that the employee returned the change.
6. Accountant will receive a copy of the completed form and periodically audit and replenish the petty cash fund.

Per the Town's Petty Cash Operating Procedure, departments that have been issued petty cash must retain all itemized receipts for petty cash purchases. Departments must periodically submit an AP Check Request Form with all receipts attached to replenish petty cash.

6.1.2 Vendor Charge Accounts

The Town has charge accounts with certain high-volume vendors. To request a vendor charge account, the Department Director must verify with the Purchasing Manager that the vendor has been established with the Town and is in good standing. The Accountant must complete all vendor charge account applications with the approval of the Finance Director. Only employees who are authorized by the Department Director may charge Town purchases to vendor charge accounts. Employees must request that the vendor list the purchase order number or G/L code on the receipt ticket. Employees must retain all detailed receipts.

6.2 Quotes

At least one (1) detailed written quote is required for the following:

Purchase of goods	$500 to under $30,000
Construction and repair projects	$500 to under $30,000
Procurement of services	$500 to under $30,000
Procurement of IT goods and services	$500 to under $30,000

At a minimum, quotes must contain the following:

- Vendor name and contact information
- Complete and accurate description of good or service
- Shipping charges
- Part/item numbers and/or itemized costs
- Estimated delivery timeframe

Verbal quotes are not accepted in lieu of written quotes.

6.3 Purchases $5,000 and Above

A purchase order is a contract between the Town and a vendor and becomes legally binding once accepted by the vendor. A purchase order also certifies that budgeted funds are available for the purchase. All purchases of goods and services in the amount of $5,000 or above require a Town-issued purchase order prior to delivery of the goods or services, with the following exceptions:

6.3.1 Purchase Order Exceptions

- Emergency purchases (must be approved by the Town Manager or their designee)
- Fuel for vehicles, equipment, and generators (does not include oil or fuel additives)
- Utilities
- Recurring monthly/quarterly billing (including but not limited to phone, internet, maintenance fees, and other ancillary expenses)
- Travel and training expenses
- Advertising (does not include marketing/advertising supplies)
- Refunds and reimbursements
- Payments to sub-awardees or sub-recipients
- Postage and shipping related expenses
- Accounting, legal, financial, appraisal, medical, waste collection and disposal, and drug testing services
- Dues and subscriptions
- Catering services
- Town sponsored events
- Rental and lease payments
- Insurance premiums

- Claim payments

All purchases that require the informal, formal, or RFQ process are not exempt from the purchase order requirement. All purchases in connection with a contract that was not approved by the Town Attorney are not exempt from the purchase order requirement.

6.3.2 Purchase Order Process

1. Department must obtain all required quotes or bids.
2. Department must verify that budgeted funds are available for the purchase.
3. Department must verify that the vendor has been established by the Purchasing Division.
4. Employee in the department enters a purchase requisition into the Town's financial software system and uploads all applicable quotes or bid information. The following information must also be included, if applicable:
    - Vendor
    - Shipping address
    - Complete and accurate description of good or service
    - Delivery and performance requirements
    - G/L code(s)
    - Requesting department
    - Shipping charges
    - Part/item numbers and/or itemized costs
    - Special instructions
    - Date needed
5. Department Director must approve the requisition.
6. The Purchasing Division receives the requisition and verifies that all information is complete and accurate, and that required documentation is attached.
7. The Purchasing Division verifies that budgeted funds are available for the purchase.
8. The Purchasing Division generates a purchase order once all information has been verified. Purchase orders are issued in the order in which they were received, unless in the event of an emergency.
9. The Finance Director reviews and posts all purchase orders to the general ledger.
10. The Purchasing Division will send a copy of the purchase order to the requesting department and the vendor if an email address is listed on the quote.

6.3.3 Budgetary Compliance

Purchase orders must be issued out of the G/L account where they were budgeted, unless otherwise instructed by the Chief Financial Officer and/or Budget Division. Budgeted funds must be available prior to making any purchase. If sufficient funds are not budgeted, the Department Director must request an interdepartmental budget amendment or coordinate with the Budget Division for written approval prior to requesting a purchase order.

6.3.4 Blanket Purchase Order

Departments may request a blanket purchase order for routine or recurring materials or contract services.

- The dollar amount of the blanket purchase order must not exceed the amount budgeted for the purchase.
- Blanket purchase orders are only valid during the fiscal year in which they were issued. All blanket purchase orders will be liquidated at the end of the fiscal year.
- Purchases made using a blanket purchase order are subject to all thresholds and requirements set forth in this policy.
- Blanket purchase orders may not be over-expensed and must contain the phrase "amount not to exceed". Departments must obtain a new purchase order once a blanket purchase order has been fully expensed.

6.3.5 Change Orders

Once a purchase order has been issued, Department Directors must request a change order if the cost of the goods or services increases by 10% or more above the original cost. Change order requests must document the reason for the cost increase. Change orders will not be approved after goods or services have been received; in this case the department must complete a Missing PO form. Change orders will not be approved for additional services outside the original scope of work; in this case the additional scope of work will be considered a secondary project and must follow the proper procurement method.

Department Directors may approve change orders for the following:

Change Order	**Amended Cost**
Purchase of supplies or materials	Less than $30,000
IT goods and services (must also be approved by the Chief Information Officer)	Less than $30,000

The Town Manager must approve change orders for the following:

Change Order	**Amended Cost**
Purchase of supplies or materials	$30,000 or above
IT goods and services (must also be approved by the Chief Information Officer)	$30,000 or above
Professional or general service contracts	All
Construction or repair contracts	All
Construction manager at risk contracts	All

6.3.6 Emergency Purchases

Emergency purchases that have not been approved by the Town Manager or their designee are not exempt from the purchase order requirement. The responsible department must request any required purchase orders as soon as possible.

6.3.7 Year-end Procedures

In preparation for the fiscal year-end, the cut-off date for all purchases will be May 15th or the next business day. After the cut-off date, no more purchase orders will be issued, and no purchases will be permitted except the following:

- Emergency purchases (must be approved by the Town Manager or their designee)
- Fuel for vehicles, equipment, and generators
- Utilities
- Recurring monthly/quarterly billing (including but not limited to phone, internet, maintenance fees, and other ancillary expenses)
- Refunds and reimbursements
- Postage and shipping related expenses
- Rental and lease payments
- Insurance premiums
- Claim payments
- Other essential purchases approved by the Chief Financial Officer

The Town does not operate under a "use-it-or-lose-it" philosophy. Rather, funds are allocated annually to justifiable expenditures.

After the fiscal year-end, outstanding purchase orders for items that have been ordered but not yet received may be carried forward to the new fiscal year at the Chief Financial Officer's discretion. All other purchase orders will be closed at year-end, and a new purchase order will be required to continue with the purchase.

6.3.8 Failure to Comply

The Town is under no legal obligation to disburse funds for goods or services delivered without a purchase order. Failure to obtain a purchase order prior to delivery of the good or service may result in disciplinary action, up to and including financial responsibility for the purchase or termination of employment.

Purchases must not be intentionally split into smaller purchases to avoid the purchase order requirement. Departmental purchases of similar nature from the same vendor in a single day will be considered a single purchase.

The Town does not issue purchase orders after delivery of goods or services. If this occurs, the Department Manager must complete a Missing PO Form to be approved by the Chief Financial Officer and submitted with the request for payment.

Informal Bid

The informal bid procedure is required for the following:

Purchase of goods	$30,000 to less than $90,000
Construction and repair projects	$30,000 to less than $500,000
Procurement of services	$30,000 and above
Procurement of IT goods and services	$30,000 to less than $90,000

6.3.9 Informal Bid Steps

1. The Department Director must request written quotes from qualified vendors based on the required specifications for the good or service.
2. The Purchasing Manager will assist the Department Director in identifying qualified vendors as requested.
3. At least three (3) detailed written quotes must be solicited. A minimum of one (1) quote is required. Verbal quotes are not accepted under the informal bid process. At a minimum, quotes must contain the following:
   - Vendor official letterhead or quotation form
   - Vendor name and contact information
   - Complete and accurate description of good or service
   - Shipping charges
   - Part/item numbers and/or itemized costs
   - Estimated delivery timeframe
4. The Department Director and Purchasing Manager will compare the provided quotes and the bid will be awarded to the lowest responsible, responsive bidder, taking into consideration quality, performance, and timeframe of delivery.
5. The Department Director will verify with the Purchasing Manager that the bid winner is an authorized vendor.
6. The Department Director will arrange a contract with the vendor, if applicable, per the Town's contract requirements.
7. The Department Director will submit a purchase requisition for the entire purchase amount.
8. A purchase order is required for all contracts awarded via the informal bid process. The Purchasing Manager will award a purchase order to the vendor.

6.4 Formal Bid

The formal bid procedure is required for the following:

Purchase of goods	$90,000 or above
Construction and repair projects	$500,000 or above
Procurement of IT goods and services	$90,000 or above

6.4.1 Formal Bid Steps

The Town follows the competitive sealed bid process per N.C.G.S. § 143-129. The formal bid process can take several weeks to complete; therefore, Department Directors must plan accordingly. The Town Board has the right to waive any technicality or formality in the Town's best interest.

1. The Department Director must notify the Purchasing Manager of their intent to conduct a formal bid.
2. The Department Director must provide the Purchasing Manager with the detailed project or purchase specifications. Specifications may also be developed by a contracted engineer, if applicable.
3. The Purchasing Manager will assist in the development of the formal bid documents which at a minimum must include:
   - A description of the project.
   - The specifications and requirements.
   - A statement reserving the right to reject any or all bids.
   - The due date, location, and time of bid opening.
   - Bid package instructions.
4. The Purchasing Manager will advertise the ITB for a minimum of seven (7) complete days on the Town's website. At a minimum, the advertisement must include the following:
   - A brief description of the project.
   - The due date, time, and location of bid receipt and opening.
   - How to access specifications and requirements.
   - A statement reserving the right to reject and or all bids.
   - Bid package instructions.
5. All received bids must be sealed.
6. All sealed bids received by the due date must be opened publicly at the time and location stated in the ITB.
7. After the bid opening, the Purchasing Manager and Department Director will review the bids to determine the bid deemed in the Town's best interest. Formal bids are awarded to the lowest responsible, responsive bidder, or the bidder that best meets the bid requirements.
8. The Department Director will negotiate with the awarded vendor on cost if the bid cost is higher than funds authorized for the project.
9. The Department Director will notify the Town Manager and Chief Financial Officer of the recommendation.
10. Once the recommendation has been approved by the Town Manager and Chief Financial Officer, the Department Director will submit all agenda items to the Town Clerk for Town Board approval, if

required. The Department Director will arrange to present the project and bid results to the Town Board for approval via consent.

11. All formal bid awards for the purchase of goods may be approved by the Town Manager.
12. All formal bid awards for construction and repair projects must be approved by the Town Board.
13. The Department Director will arrange the contract per the Town's contract requirements .
14. Once the contract has been approved, the Department Director will verify that the bid winner is an authorized vendor and submit a purchase requisition for the entire award amount.
15. A purchase order is required for all contracts awarded via the formal bid process. The Purchasing Manager will issue the Purchase Order to the vendor.

6.4.2 Procurement of Information Technology Goods and Services

Per N.C.G.S. § 143-129.8 the Town will use the Best Value selection method described in N.C.G.S. § 143-135.9 for all purchases of information technology goods and services costing $90,000 or above.

- Procurement of IT goods or services costing $90,000 or above will be solicited via formal bidding.
- The formal bid will be awarded to the vendor that provides the best value based on multiple factors, including total cost, technical merit, past performance, and ability to deliver the requested goods or services.
- All IT purchases including but not limited to software and hardware must be approved by the Chief Information Officer in addition to the Department Director.

6.4.3 Additional Requirements for Construction and Repair Projects

- Three-bid minimum: If three (3) bids are not received for a construction or repair project, the ITB must be advertised a second time. If fewer than three (3) bids are received after the second advertisement, the Town may proceed to award the bid.
- Bid Bond: Construction or repair projects with an estimated cost of $500,000 or above require a 5% bid bond or deposit to be submitted with the bid. Bid deposits must be a cashier's/certified check issued by an FDIC insured bank or trust. Bid bonds must be issued by a North Carolina licensed corporate surety. Bid deposits must be immediately deposited into the Town's central depository. A copy of all bid deposits or bonds must be submitted to the Finance Director for accounting purposes. Upon satisfactory completion of the project, the Department Director must submit a payment request to the Finance Department to refund the contractor for the bid deposit. If the contractor fails to sign a contract with the Town, or does not satisfactorily complete the project, the bid deposit will not be refunded. The Department Director must notify the Finance Director of this occurrence so that the funds can be transferred to revenue. Interest will not be paid to the contractor on bid deposits held.
- Performance and Payment Bond: Construction or repair projects with an estimated cost of $300,000 or more require a performance and payment bond in the amount of 100% of the bid. Projects that involve multiple contractors require a 100% performance and payment bond on all construction and repair contracts with an estimated cost of $50,000 or above. Performance and payment bonds must be received after the bid is awarded, but before the contract is executed. A copy of the performance and payment bond must be submitted to the Finance Director for record-keeping purposes.
- Sales and Use Tax:
    - Per N.C.G.S. § 105-164.4H(a), the Town is exempt from paying sales and use tax on repair, maintenance, and installation (RMI) services performed on Town-owned real property.

- Contractors performing RMI services on Town-owned real property do not need to charge sales and use tax to the Town for services performed.
- Contractors performing RMI services on Town-owned real property must submit an Affidavit of Capital Improvement Form E-589CI with the bid or quote.
- Contractors performing RMI services on Town-owned real property must pay sales and use tax to their suppliers for materials incorporated into the project.
- Contractors performing RMI services on Town-owned real property must provide the Town with an executed affidavit of sales and use tax with each invoice.

- The Town is not exempt from paying sales and use tax on RMI services performed on non-real property (tangible personal property or certain digital property).
  - Contractors performing RMI services on non-real property are exempt from paying sales and use tax to their suppliers for materials incorporated into the project. Such materials are considered purchases for resale per N.C.G.S. § 105-164.61B.
- A purchase order is required for all construction and repair contracts.

6.4.4 Separate Prime Bid

Under separate prime bidding, the Town will solicit separate bids for each type of trade work pertaining to the project. Trades include, but are not limited to, HVAC and refrigeration, plumbing and gas fitting, electrical, and general work. Each contractor will have a separate contract with the Town. A purchase order is required for all separate prime bid contracts.

6.4.5 Single Prime Bid

Under single prime bidding, the Town will solicit bids for one contractor to complete the entire project. One contract will be awarded for all trades. A purchase order is required for all single prime bid contracts.

6.4.6 Dual Bid

Under dual bidding, the Town will give contractors the option to submit bids for separate trades or the entire project, or both. A purchase order is required for all dual bid contracts.

6.4.7 Dispute Resolution

The Town's Dispute Resolution Policy follows the procedures established by the State Building Commission per N.C.G.S. § 143-128G and N.C.G.S. § 143-135.26(11). The Town must resolve all disputes pertaining to construction contracts with a cost of $30,000 or above per these procedures.

6.5 Request for Qualifications

Per N.C.G.S. § 143-64 (the "Mini-Brooks Act") the request for qualifications (RFQ) process is required for the following:

Architects, engineers, surveyors, construction managers at risk, design consultants, design-build contractors	$50,000 and above

When using the RFQ procedure, the Town selects a vendor based on qualifications rather than price. The Town's minority participation requirements and contract approval procedures apply to all contracts awarded via the request for qualifications (RFQ) procedure.

6.5.1 RFQ Steps

1. The Department Director must notify the Purchasing Manager of their intent to conduct a request for qualifications.
2. The Department Director must provide the Purchasing Manager with the required detailed qualifications.
3. The Purchasing Manager will develop the RFQ which at a minimum must include:
    - A description of the project.
    - The required qualifications and submission documents.
    - A statement reserving the right to reject any or all submissions.
    - The submission due date and time.
    - The Town cannot solicit price information.
4. The Purchasing Manager will advertise the RFQ for a minimum of ten (10) complete days on the Town's website.
5. Submissions do not need to be sealed or opened publicly.
6. The Purchasing Manager and Department Director will review all submissions to determine the best-qualified contractor. The Town cannot consider price in the determination.
7. The Department Director will negotiate with the best qualified vendor on price. If the Town and contractor cannot agree on price, the Town will proceed to negotiate with the second-best qualified vendor until an agreement is reached.
8. The Department Director will notify the Town Manager and Chief Financial Officer once an agreement has been reached.
9. The Department Director will submit the agenda item for Town Board approval, if required.
10. The Department Director will arrange the contract per the Town's contract requirements.
11. Once the Town Manager or Town Board has awarded the contract, the Department Director will verify that the contractor is an authorized vendor and submit a purchase requisition for the entire award amount.
12. A purchase order is required for all contracts awarded via the RFQ process. The Purchasing Manager will issue the purchase order to the vendor.

6.5.2 RFQ Exemption

Contracts for architects, engineers, surveyors, construction managers at risk, and design-build contractors with an estimated fee of less than $50,000 may be exempted from the RFQ requirement with Town Manager Approval. To request an exemption, the department must submit an RFQ Exemption form to the Town Manager including justification for the exemption, and the Town Manager must approve the form.

6.6 Registered Architect or Engineer Requirements

A registered architect or engineer is required for the following:

Non-structural work	$300,000 or above
Structural repairs	$135,000 or above
Additions	$135,000 or above
New construction	$135,000 or above
Repairs affecting life safety systems	$100,000 or above
Projects involving a construction manager at risk	all

6.7 Licensed General Contractor Requirements

A licensed general contractor is required for the following:

Construction or repair projects	$40,000 or above
Projects involving a CMAR	all

6.8 Construction Managers at Risk (CMAR)

Construction Managers at Risk (CMAR) are selected using the RFQ procedure, and must adhere to the following additional requirements:

- All CMAR contracts require Town Board approval.
- The CMAR must be a licensed general contractor.
- Project plans and specifications must be conducted by a registered architect or engineer who contracts directly with the Town.
- The CMAR oversees all work for the project including soliciting subcontractor bids.
- The CMAR must provide the Town with a Guaranteed Maximum Price (GMP) and is responsible for any overages above the GMP.
- The CMAR must conduct all subcontractor bids in accordance with N.C.G.S. § 143-129 and maintain records of bid procedures and bids received. The CMAR must be able to supply such records to the Town upon request.
- HUB requirements per N.C.G.S. § 143-128 and 143-131 apply, and the CMAR must furnish all HUB reporting information to the Town upon request.
- The CMAR must submit a performance and payment bond (100% of cost) to the Town for any project costing $300,000 or above.
- CMAR contracts require a purchase order.

6.8.1 Design-Build

Design-builders provide architectural, engineering, and construction services under one contract. Design-build contracts are solicited using the RFQ procedure. Design-build contracts require a purchase order.

6.8.2 Design-Build Bridge

Under design-build bridge, a project designer is selected using the RFQ method to design 35% of the project (referred to as the design criteria package), and a design-builder is selected using the formal bid procedure to complete the design and construction. Design-build bridge contracts require a purchase order.

6.8.3 On-call Engineers

The Town maintains a list of qualified on-call registered engineers that can be used for general architectural and engineering services. The list of on-call engineers is selected using the RFQ process. The maximum duration of an on-call engineer contract is three (3) years. The Town's minority participation requirements and contract approval procedures apply to all contracts involving an on-call engineer.

The Town is not required to solicit qualifications and instead may solicit quotes from on-call engineers for general architectural and engineering services under $250,000. For general architectural and engineering services in the amount of $250,000 or above, the RFQ process must be used. On-call engineers are invited to submit qualifications in addition to other qualified firms. On-call engineers may only be used for the services specified in the on-call RFQ. The Town Manager is authorized to approve all contracts for general architectural and engineering services. Contracts for general architectural and engineering services require a purchase order.

6.9 Public Private Partnerships (P3)

Per N.C.G.S. § 143-128(1)(C) a public private partnership (P3) is a contract between the Town and a private entity for a capital improvement project that benefits both the Town and the private partner. The project may involve public or private property or facilities. The Town must solicit public private partnership development agreements using the RFQ process. The following additional requirements apply to P3's:

- The private entity must finance at least 50% of the total project cost.
- The Town must publish written findings citing that the Town has a critical need for the project.
- In addition to the private entity's general qualifications, submissions must include evidence of financial stability, experience with similar projects, explanation of the project team, availability, and proposed timeline.
- Town Board approval is required for all P3 contracts.
- The Town must hold a public hearing and publish the proposed contract terms for a minimum of 30 days prior to executing the contract.
- If the proposed contract is for design-build or design-build bridge, a minimum of three (3) submissions must be received. If three (3) submissions are not received, the Town must re-advertise the RFQ.
- The private entity must formally bid the construction work.
- The private entity cannot perform any of the design or construction work unless the original contractor defaults and the Town approves.
- The private entity must comply with HUB reporting requirements.

- The private entity must obtain a 100% payment bond for all construction contracts and submit copies of the bonds to the Town.
- A purchase order is required for all P3 contracts.

Per N.C.G.S. § 160A-309 P3's for public intersection or roadway improvements that are connected to private development projects are exempt from RFQ requirements. Such projects that cost the Town $250,000 or less are totally exempt from N.C.G.S. § 143-128(1)(C) if the Town has determined that it would be more costly or impractical to complete the project by other means. The Town Manager may approve P3's for public intersection or roadway improvements costing $250,000 or less. Town Board approval is required for P3's for public intersection or roadway improvements.

6.10 Development Agreements

A development agreement is a contract between the Town and a private entity for a capital improvement project that is necessitated or facilitated by an existing private development project. Per N.C.G.S. § 160D-1001-1012 the Town may enter into a development agreement if it is more efficient and cost effective to partner with the developer than to complete the project separately. The following requirements apply to development agreements:

- Development agreements do not require the RFQ process and are exempt from P3 requirements.
- Prior to entering a development agreement, the Town must conduct a public hearing following N.C.G.S. § 160D-602 requirements.
- The Town Board must approve development agreement contracts.
- Contracts for developer agreements require a purchase order issued in the fiscal year when the first payment to the developer is due.

6.11 Sole Source

Per N.C.G.S. § 143-129(e)(6), if only one vendor is available to provide a particular good or service, bid procedures may be waived with Town Board approval. The Purchasing Manager is responsible for making the sole source determination and arranging the agenda item for Town Board approval.

6.12 Emergency Procurement

An emergency is defined as an unforeseen event in which public health, safety, welfare, or property are at risk, or the Town's ability to provide necessary services are hindered. Town employees must immediately notify their Department Director, and Department Directors must immediately notify the Chief Financial Officer and Town Manager of all potential or occurring emergencies. The Chief Financial Officer and Town Manager will determine whether an emergency exists in accordance with the Town's Emergency Management protocols. The Chief Financial Officer will determine the appropriate procurement procedure based on the situation.

6.13 State of North Carolina Purchase Contracts

Current State of North Carolina purchase contracts can be found on the State of North Carolina Department of Administration Purchase and Contract Division website. Purchases of goods under state contract are exempt from the bid process and do not require Town Board approval. Procurement of services under state contract are subject to the Town's contract approval procedures.

6.14 Cooperative Purchasing Programs

A cooperative purchasing program offers competitively obtained goods at discount prices to two or more public entities. Per N.C.G.S. § 143-129, the Town may purchase goods through a cooperative purchasing program without Town Board approval. Only items and prices listed in the group purchasing program contract are eligible.

6.15 Piggybacking

Per N.C.G.S. § 143-129, the Town may purchase goods without conducting a formal bid from a vendor that was awarded a formal bid of similar scope by the United States, any U.S. state, or any U.S. or state agency within the last twelve months.

The Town Board must approve all purchases made under this exception at a regularly scheduled meeting. The Purchasing Manager is responsible for preparing and submitting the agenda item. The Purchasing Manager must also electronically publish a notice of intent to award a contract via the piggyback procedure no less than ten complete days prior to the Town Board meeting.

6.16 Specifications

The purchasing division, requesting department, and/or a professional consultant must work together to determine the required specifications to be addressed in the RFQ or formal bid process. All specifications must include the following elements:

- State the minimum requirements
- Be simple, specific, and exact
- Encourage competitive bids
- Be capable of objective review
- Promote an equitable award at the lowest possible cost
- If a name brand is listed, the phrase “or approved equal” must also be included

6.17 Competitive Purchasing Exemptions

The following purchase categories are exempt from competitive purchasing requirements, including informal and formal bid procedures:

- Purchases from other units of government; N.C.G.S. § 143-129(e)(1)
- Emergencies; N.C.G.S. § 143-129(e)(2)
- Group or Cooperative Purchasing Programs; N.C.G.S. § 143-129(e)(3)
- Change Order Work; N.C.G.S. § 143-129(e)(4)
- Gas, Fuel, and Oil; N.C.G.S. § 143-129(e)(5)
- Sole Source Purchases; N.C.G.S. § 143-129(e)(6)
- Information Technology Goods and Services awarded by the North Carolina Office of Information Technology Services; N.C.G.S. § 143-129(e)(7); 143-129.8
- Guaranteed Energy Savings Contracts; N.C.G.S. § 143-129(e)(8)
- State Contract Purchases; N.C.G.S. § 143-129(e)(9)
- Federal Contract Purchases; N.C.G.S. § 143-129(e)(9a)
- Purchase of Used Goods; N.C.G.S. § 143-129(e) (10)

- Construction Management at Risk; N.C.G.S. § 143-129(e) (11)
- Previously Bid or "Piggybacking" Contracts; N.C.G.S. § 143-129(g)
- Use of Unit's Own Forces (force account work); N.C.G.S. § 143-135
- Purchases of Goods and Services from Nonprofit Work Centers for the Blind and Severely Disabled; N.C.G.S. § 143-129.5

7 Uniform Guidance and Grant-Funded Purchases

Employees must adhere to Uniform Guidance (2 C.F.R. Part 200) and the Town's Uniform Guidance Procurement Procedure when conducting contracts or projects that are funded with federal grants or loans.

Employees must adhere to the Town's Grant Policy and the grant agreement when involved in grant-funded contracts or projects.

8 Delivery and Performance

To successfully complete a purchase order and prior to issuing a vendor payment, all contracted goods and services must be delivered in the agreed-upon timeframe and condition. Upon receipt of all goods, the receiving department must confirm the items and quantities received on the vendor invoice.

8.1 Complete Delivery

A complete delivery occurs when all items listed on a purchase order are delivered in the expected condition.

8.2 Non-Performance

If a vendor fails to meet any of the requirements or specifications outlined in the purchase order or contract, they can be cited for non-performance. The severity of the violation will be evaluated based on the circumstances.

8.3 Damaged Goods and Rejection

The receiving department must immediately inspect all deliveries for visible damage or quality issues. Significantly damaged goods or items that do not meet the agreed upon quality standards will be rejected. In the case of a rejected delivery, the department must document the issue including photo evidence if possible and submit all documentation to the Purchasing Division.

If damage is discovered after the delivery has already been accepted, the department must document the damage with photo evidence if possible and submit the damaged items, documentation, and supporting evidence to the Purchasing Division.

8.4 Vendor Relations

Effective vendor relationships are critical for establishing mutual confidence and professional purchasing standards. The Purchasing Division maintains a record of vendor performance. Departments must immediately notify the Purchasing Division of any concerns or difficulties in working with a vendor.

9 Accounts Payable Procedure

Accounts Payable is responsible for accurate and timely vendor payments in accordance with all federal, state, and local guidelines. The Town will only pay invoices or payment requests directly addressed to the Town for goods or services that are necessary to Town operations.

9.1 Accounts Payable Schedule and Disbursement

In accordance with the Town's cash flow strategy, accounts Payable batches are processed biweekly. Invoices and payment requests are due to Finance by Friday at noon to guarantee inclusion in the following week's payment batch. To be considered for payment, all required information and approvals must be complete. Payments are distributed on Friday afternoons subject to the Chief Financial Officer's final review and approval.

9.1.1 Out of Cycle Payments

Off-schedule payments will not be issued except in the case of an emergency, a clerical error or omission made by the Finance Department, or with the approval of the Chief Financial Officer.

9.1.2 Advance Payments

The Town does not issue advance payments to vendors prior to delivery of goods or services, with the following exceptions:

- Security deposits
- Earnest money for real property
- Down payment for specialty equipment
- All other exceptions must be approved by the Chief Financial Officer

9.1.3 Holidays and Emergencies

Holidays and emergencies may affect the accounts payable schedule and associated due dates. In this case, the Finance Department will announce all schedule changes as soon as possible.

9.1.4 Methods of Payment

- Check – Check stock must be stored in a secure location.
- P-card – The required payment method for all purchases less than $500 when possible. The Town does not pay finance charges or credit card fees.
- EFT/e-Payables – A program offered by the Town's bank. Requires that the vendor enroll in the program.
- ACH – The preferred method for purchases $250,000 and above and recurring payables.
- Wire – Initiated by the Chief Financial Officer or Finance Director.

9.1.5 Check Disbursements

All checks are mailed. In-person check pick-up is disallowed with the following exceptions:

- Employee reimbursements
- Special events vendors
- Petty cash

- Filing fees
- Vehicle registration, tag, and title fees
- Closing costs

Employees must sign the check register when picking up a check. The Chief Financial Officer or Finance Director is authorized to approve additional case-by-case exceptions to in-person check pick-up. When picking up a check in person, vendors and employees must show a photo ID and sign the check register. Checks that are not picked up withing seven (7) days of issuance will be mailed.

9.2 Required Documentation

Prior to payment issuance, all the following applicable items must be submitted to the Finance Department:

- Original invoice/receipt or Payment Request (must not be a quote)
- Quotes
- Vendor must be established with the Town
- Purchase order
- Packing slip
- G/L code
- Project code
- Department director approval signature on the invoice (no email approvals)
- All other relevant documentation

9.3 Payment Approval

Department Directors are responsible for all purchases made within their department. Department Directors must approve all invoices and payment requests prior to issuance of payment. All invoices and payment requests must be preaudited by the Chief Financial Officer or Finance Director prior to disbursement of payment.

9.4 Invoices

All invoices and payment requests must be addressed to the Town. Departments must request electronic invoices when possible. Electronic invoices must be submitted to accounts.payable@wakeforestnc.gov. Paper invoices must be mailed to the attention of Accounts Payable at Town Hall when possible.

9.5 Vendor Statements

The Town will issue a payment via monthly vendor statement only if all invoices, approvals, and other required documentation are included with the statement. Vendor statements must be submitted to accounts.payable@wakeforestnc.gov. Accounts payable will reconcile all monthly statements and dispute any unauthorized or incorrect balances with the vendor.

9.6 AP Check Requests

An AP Check Request form must be completed when the vendor or recipient cannot provide an official invoice, or an invoice is not applicable. Examples of payment requests include:

- Refunds
- Employee reimbursements
- Contract payments
- Recreation special program instructors

9.7 Employee Reimbursements

Employees must use a Town-issued p-card or request a payment made directly to the vendor when possible. In cases when the use of personal funds is unavoidable and for an official Town purpose, employees will be reimbursed via petty cash for purchases in the amount of $50 or less. For amounts above $50, employees must complete an AP Check Request form and attach all detailed receipts, supporting documentation, and approvals to the request. Employees will be reimbursed via payroll for all travel and training or dues and subscriptions in accordance with the Town's travel policy. All other employee reimbursements will be made via accounts payable check during the regular biweekly payment cycle.

9.8 Sales and Use Tax

The Town is not exempt from paying sales and use tax and must annually report all North Carolina and county sales tax, food tax, transit tax, and sales tax paid to contractors.

Per N.C.G.S. § 105-164.61B the Town is exempt from paying sales and use tax on purchases for resale. When purchasing resale goods, the Town will provide the vendor will a completed form E-595E Streamlined Sales and Use Tax Certificate of Exemption, and the vendor will not charge sales and use tax on purchases for resale.

9.9 Voided Payments

A payment becomes void once it is discovered to be in error, no longer needed, lost, or uncashed by the vendor within sixty (60) days. Employees must notify Accounts Payable immediately once they realize that a payment is void and return all void checks to Accounts Payable if available. The Accountant will perform a bank stop-payment of all void payments. Accounts Payable will mark the check VOID, void the payment in the financial software, and reissue the payment if necessary.

Accounts Payable will periodically send all departments a list of their outstanding checks and EFT's. Departments must review the outstanding payments and follow up with their vendors for clarification on the status of those payments. Departments must notify Accounts Payable if any outstanding payments need to be voided or reissued.

All payments issued by the Town are sequentially numbered by the Town's financial software system. The Finance Director regularly reviews the payment records to verify that all numbered payments are accounted for.

9.9.1 Prior Year Voided Payments

Prior year payments less than $1,000 that are voided in the current year will be credited back to the expenditure G/L code from which they were originally issued. Prior year payments in the amount of $1,000 or more that are voided in the current year will be credited to Miscellaneous Revenue.

9.10 Purchase Order Liquidations and Reconciliation

Accounts Payable will liquidate purchase orders when payments are processed. Accounts Payable will periodically send all departments a list of their outstanding purchase orders. Departments must review their outstanding purchase orders and follow up with Accounts Payable if they discover any discrepancies.

10 Purchasing Card Program

A Town-issued purchasing card (p-card) is a type of credit card that can be used in lieu of an accounts payable check, when appropriate. All p-card usage is subject to the Town's purchasing policy. Department Directors are accountable for establishing internal p-card usage procedures that promote policy compliance and enforcement.

10.1 P-card Issuance

Employees become eligible for a p-card after six (6) months of employment with the Town. The Department Director must request a p-card on behalf of employees in their department. The Finance Director will approve the p-card request and assign the appropriate credit limit. Prior to receiving a p-card, employees must complete cardholder training and agree to the terms of use. Credit limit increases must be requested in writing by the Department Director and approved by the Finance Director. Issuance or use of a Town p-card does not affect the cardholder's personal credit.

10.2 Generic P-cards

Departments may request a generic p-card that can be used by authorized employees for travel or other departmental purchases. The generic p-card will be issued in the department's name and the Department Director will be the responsible custodian of the generic p-card.

10.3 P-card Usage

P-card usage must be in accordance with all applicable Town policies, procedures, and regulations. Cardholders must use the p-card for all transactions under $500 and travel expenses (other than fuel) when possible. All p-card transactions in the amount of $5,000 or above must be accompanied by a purchase order (unless otherwise exempt).

Employees who use a p-card for travel expenses will not be personally reimbursed for those expenses.

10.3.1 Billing and Shipping Address

The billing address is 301 S Brooks Street, Wake Forest, 27587. The shipping address must be a Town-affiliated location. Employees may not request items to be delivered to their personal address.

10.3.2 Paying Contract Vendors with a P-card

All contract vendors, including those paid with a p-card, are subject to IRS 1099 requirements and must be established Town vendors.

10.4 Reporting P-card Purchases

A p-card can be used for any authorized purchase within the framework of this policy. P-card transactions must be reported to the Finance Department via the following procedures:

10.4.1 Documentation Procedures

Cardholders must retain detailed receipts for all p-card purchases. At a minimum, receipts must contain the following information, if applicable:

- Vendor
- Purchase date
- Location of service delivery or shipping address
- Detailed description of purchase
- Packing slip
- All itemized costs
- Sales tax

If a receipt is lost or incomplete, cardholders must request a duplicate receipt from the vendor or complete a Missing Receipt form. Missing Receipt forms must be signed by the Department Director and approved by the Finance Director.

The Town has a bi-monthly p-card cycle ending on the 6th and 20th of every month. Within seven (7) days of the cycle-end (the 13th and 27th) cardholders and their supervisors must complete the following:

1. Cardholders must login to the online p-card portal.
2. Cardholders must locate all the charges for the cycle and verify their accuracy and validity.
3. Cardholders must upload all receipts (or Missing Receipt form) and other supporting documents for each transaction.
4. Cardholders must supply the correct G/L code and sales tax information.
5. Cardholders must submit the information to their supervisor for approval.
6. Supervisors must review and approve all p-card transactions for their employees.
7. Supervisors must submit all transactions to the Finance Department for final approval.

10.4.2 Credits and Refunds

Statement credits require the same documentation procedures as purchases. Vendor credits and refunds are coded to the same G/L account as the original purchase.

10.5 P-card Security

Cardholders must safeguard their p-cards and card information. Generic p-cards must also be kept in a secure location, and the use of generic p-cards must be monitored and documented.

10.6 Lost or Stolen Card

If a p-card is lost or stolen, cardholders must immediately notify the Town's P-card Program Administrator. The Program Administrator will provide the employee with further instructions.

10.7 Erroneous or Fraudulent P-card Charges

When the vendor is at fault, cardholders must dispute erroneous charges directly with the vendor. If the problem persists, or if the charges are the result of fraud, cardholders must immediately notify the Town's P-card Program Administrator. The Program Administrator will provide the employee with further instructions.

When the employee is at fault, cardholders must immediately notify the Finance Department and arrange to reimburse the Town for erroneous charges. Failure to reimburse the Town for erroneous charges will result in a payroll deduction for the amount owed and may result in disciplinary action up to and including termination of employment.

10.8 Position Changes or Termination of Employment

Cardholders must notify the Finance Department immediately if they change departments or positions within the Town.

Upon termination of employment, cardholders must upload all outstanding receipts into the online p-card portal and submit their p-card and the physical receipts to their supervisor. Supervisors must submit p-cards and receipts from terminated employees to the Finance Department.

10.9 Unauthorized P-card Usage and Non-compliance

Employees may only use the p-card for authorized Town purchases. Employees may not use the p-card for personal purchases, or for alcohol or other disallowed purchases. Employees may not delegate their p-card to another individual.

Depending on the severity of the offense, failure to comply with all applicable Town policies and procedures when using a p-card may result in the suspension or termination of cardholder privileges, payroll deduction for unauthorized purchases, disciplinary action per the Town's personnel policy, termination, or criminal charges.

11 Warehouse Policy

The central warehouse is responsible for procuring adequate stock for Town operations and managing inventory in compliance with OSHA standards and federal, state, and local guidelines.

11.1 Issuing and Receiving Hours

- Monday – Friday between 7:00 am – 12:00 pm
- Monday – Friday between 12:30 pm – 3:30 pm

11.2 Access to Warehouse

All individuals must be accompanied by warehouse staff when entering the warehouse unless it is an after-hours emergency.

11.2.1 After-Hours Emergency

- Only Town employees may enter the warehouse after hours.

- To enter the warehouse after hours, employees will use their Town-issued ID badge for gate and warehouse access.
- Employees must complete an issue sheet and submit tags for all items removed from the warehouse. Issue sheets are located on a clipboard on the counter.

11.2.2 Contractors and Storm Relief Crews

Contractors and Storm Relief Crews must be accompanied by Town staff when entering the warehouse or the warehouse yard. They must complete an issue sheet and submit tags for all items removed from the warehouse.

11.2.3 After Hours Scheduled Work

Employees must obtain all materials required for scheduled after-hours jobs by the close of the prior business day.

11.3 Warehouse and Yard Organization

All employees who enter the warehouse or yard are responsible for maintaining a tidy work environment free from debris. Employees must properly dispose of all trash and return items to their designated location. Employees must consult warehouse staff for assistance if needed.

11.4 Issuing Tagged Stock

Tagged stock items include poles, transformers, three-phase transformers, wire, and flexible conduit. The tag must be removed and submitted to warehouse staff when the item is picked up.

11.5 Issuing Non-tagged Stock

Non-tagged items such as stick type conduit, transformer pads, secondary pedestals, junction cabinets must be reported to the warehouse immediately when they are picked up.

11.6 Returning Stock

Issued stock that later is determined to be unneeded must be returned to the warehouse as soon as possible. Purchasing staff will issue a credit to the G/L account charged for the stock. Gently used material may also be returned for account credit within the same fiscal year of issuance per the following guidelines:

- Material that has been in the field more than six (6) months may not be returned to the warehouse.
- Material must be returned in the same condition as it was checked out.
- Material not in proper condition will not be accepted.
- Charged-out material must never be mixed back in with in-stock items.
- Material that is charged out in one fiscal year may not be returned in a different fiscal year.

11.7 New Stock Items

Departments may request a new item to be placed into the warehouse inventory by completing a Request for New Stock Item form.

11.8 Obsolete Stock

If a department determines that a stock item is no longer useful to the Town's operations, they must immediately notify Purchasing staff. The item will be removed from inventory and scrapped.

11.9 Scrap Material

All scrap metal such as aluminum or copper wire or signs must be deposited in the metal scrap bin in the warehouse yard. Any scrap material that is not metal must be placed in the warehouse yard dumpster.

11.10 Frequently Used Items

Certain frequently used small inventory items do not need to be issued out. They are charged out upon arrival and placed on a rack located at the warehouse dock. Employees must notify warehouse staff if a small inventory item is out or low so that stock can be replenished.

11.11 Surplus Items for Public Sale

To declare an item surplus, employees must complete a Surplus Disposition form. All items valued over $30,000 must be declared surplus by the Town Board. All items valued under $200 may be discarded by the department upon Purchasing Manager approval.

Town officials or employees involved in the surplus process of an item may not bid on it.

11.12 OSHA Compliance

To promote a safe and hazard-free working environment, employees must adhere to the following:

- All Material Safety Data Sheets for warehouse items must be kept in the MSDS book located in the warehouse office.
- All materials must be stored in a safe manner with no items blocking the aisles.
- All pallets, lifts, handcarts, or stock items must be stored in their proper location when not in use.
- Employees must use proper lifting techniques and request assistance when lifting objects.
- Employees must be certified by the Town to operate a forklift. The Safety and Risk Manager will assist employees with the forklift certification process as needed.
- Warehouse staff will review and complete the forklift maintenance checklist daily prior to forklift operation.
- Only certified forklift operators may use a forklift after hours. Employees must complete a visual inspection of the forklift prior to operation.
- Employees must notify the Purchasing Manager of any accident that occurs while using a forklift.

11.13 Uniforms

Purchasing staff will maintain a record of all uniforms and personal protection equipment (PPE) issued to employees. Employees must sign a receipt form upon being issued uniforms or PPE items. Upon termination of employment, employees must return all uniforms and PPE to their supervisor prior to the release of their final paycheck. Employees must return all other Town-issued equipment and tools to their supervisor. Employees will be charged for unreturned items on their final paycheck. Supervisors must immediately return all items collected from terminated employees to the Purchasing Department.

12 Contact Information

Title:	Contact Info:	Contact for:
Chief Financial Officer	Aileen Staples	Financial authority and questions; budget authority, questions, and amendments; emergency purchases, missing PO's, exceptions to the policy
Finance Director	Sam Sanchez	General Finance and Accounting questions
Budget & Performance Manager	Michelle Daniels	General Budget questions and amendments
Safety & Risk Manager	Ben Naprstek	Liability insurance questions
Purchasing Manager	Randy Driver	General Warehouse; purchasing; bidding questions
Contracts & Procurement Specialist	Hollie Aldridge	Purchase order questions; vendor questions
Accountant	Jacky Jones	Petty cash questions; vendor charge account applications; stop-payments
Accounting Specialist	Cyndee Sales	P-card Administrator
Accounting Technician	Heather Mitchell	Accounts payable questions
Town Attorney	Hassan Kingsberry	Contract questions and approvals

13 Purchasing Summary

Contract and/or Payment For	Amount ($)	Procurement Method	Purchase Order Required	Additional Requirements	Approval Required
Purchase of supplies or materials	up to 499.99	P-card	no	Petty cash allowed for purchases up to $100	DD
	500.00 to 4,999.99	Quotes	no	1 written quote	DD
	5,000 to 29,999.99	Quotes	yes	1 written quote, purchase order	DD
	30,000.00 to 89,999.99	Informal Bid	yes	3 written quotes	DD
	90,000.00 & above	Formal bid	yes	Advertisement, sealed bids, public bid opening, lowest responsive responsible bidder	TM
IT goods and services	up to 999.99	P-card	no	Petty cash allowed for purchases up to $100	DD
	1,000.00 to 4,999.99	Quotes	no	1 written quote	DD
	5,000 to 29,999.99	Quotes	yes	1 written quote, purchase order	DD
	30,000.00 to 89,999.99	Informal Bid	yes	3 written quotes	DD - goods TM - services
	90,000.00 & above	Formal bid	yes	Advertisement, sealed bids, public bid opening, awarded to vendor based on best value	TM
Professional services contracts (architect, engineer, CMAR, design consultant, design-build) for which funds are included in the budget	up to 999.99	P-card	no	Must be an established vendor	TM
	1,000.00 to 4,999.99	Quotes	no	1 written quote	TM
	5,000 to 49,999.99	Quotes	yes	1 written quote, purchase order, RFQ Exemption form	TM
	50,000.00 & above	RFQ	yes	Advertisement, awarded to best qualified vendor	TM
Service contracts (other than construction, repair, or professional services) for which funds are included in the budget	up to 999.99	P-card	no	Must be an established vendor	TM
	1,000.00 to 4,999.99	Quotes	no	1 written quote	TM
	5,000 to 49,999.99	Quotes	yes	1 written quote, purchase order, RFQ Exemption form	TM
	50,000.00 & above	Informal Bid	yes	3 written quotes	TM
Construction or repair contracts	up to 999.99	P-card	no	Must be an established vendor	TM
	1,000.00 to 4,999.99	Quotes	no	1 written quote	TM
	5,000 to 29,999.99	Quotes	yes	1 written quote, purchase order	TM
	30,000.00 to 499,999.99	Informal Bid	yes	3 written quotes	TM
	500,000.00 & above	Formal bid	yes	Advertisement, sealed bids, public bid opening, 3 bid minimum, bid bond, performance & payment bond, awarded to vendor based on price and best fit	BOC
Construction manager at risk	up to 299,999.99	RFQ	yes	Licensed general contractor, registered architect & engineer	BOC
Construction manager at risk	300,000.00 & above	RFQ	yes	Licensed general contractor, registered architect & engineer, performance & payment bond	BOC

Contract and/or Payment For	Amount ($)	Procurement Method	Purchase Order Required	Additional Requirements	Approval Required
Public Private Partnerships	all	RFQ	yes	Establish critical need, public hearing, advertise for 30 days, construction payment bonds	BOC
Public Private Partnerships for public intersections or roadway improvements	$250,000 or less	Quotes or Informal Bid	yes	Efficient and cost effective determination	TM
	Above $250,000	RFQ	yes	Establish critical need, public hearing, advertise for 30 days, construction payment bonds	BOC
Developer Agreements	all	Offer/agreement	yes	Public hearing	BOC
Leases one year or less for which funds are included in the budget	all	Quotes or Informal Bid	yes	GASB 87	TM
Leases over one year or for which funds are not included in the budget	all	Quotes or Informal Bid	yes	GASB 87	BOC

14 Change Order Summary

Change Order	Amended Cost	Approval Authority
Purchase of supplies or materials	less than $30,000	DD
	$30,000 or above	TM
IT goods and services	less than $30,000	DD & CIO
	$30,000 or above	TM & CIO
Professional or general service contracts	all	TM
Construction or repair contracts	all	TM
Construction manager at risk contracts	all	TM

Legal Framework

Procurement activities must adhere to all applicable state, federal, and local guidelines. In the event of conflicting regulations, the strictest guidance will be followed, ensuring the highest standard of compliance and integrity.

14.1 Local Authority

Local Ordinance or Resolution	Authority and Guidance
Resolution 2018-62	Authorizes electronic purchasing.
Resolution 90-32	Establishes goals for minority businesses in Town construction contracts.
March 17, 2009 Agenda Item 8a	Commissioners voted 5-0 to authorize electronic bid advertising.
Ordinance 2017-13	Authorizes the use of petty cash.

14.2 State Laws

North Carolina General Statute	Authority and Guidance
N.C.G.S. § 159 – Local Government Budget and Fiscal Control Act	Grants local governments the authority to purchase goods and services; outlines duties and responsibilities of the finance officer, Board, and budget officer.
N.C.G.S. § 143-64.31 & 32—Procurement of architectural, engineering, and surveying services	Qualification-based selection (RFQ) procedure for architects, engineers, surveyors, construction managers at risk, or design-build contractors ("Mini-Brooks Act"); grants the Town Manager the authority to exempt such contracts costing less than $50,000 from the RFQ procedure.
N.C.G.S. § 143-128.2—Requirements for certain building contracts	The Town must solicit minority participation for formal and informal construction contracts.
N.C.G.S. § 143-128.1—Public private partnerships	Establishes authority and requirements for P3's
N.C.G.S. § 160A-309—Intersection and roadway improvements	Establishes authority and requirements for P3's for intersection and roadway improvements
N.C.G.S. § 160D-1001-1012—Development agreements	Establishes authority and requirements for development agreements
N.C.G.S. § 143-129.8—Purchase of information technology goods and services	Formal bidding for purchase of IT goods and services costing $90,000 or more; best overall proposal is selected.
N.C.G.S. § 143-135.9—Best Value procurements	Best trade-off between price and performance for awarding bids for IT goods and services.
N.C.G.S. § 143-129—Procedure for letting of public contracts	Formal Bidding: purchase of goods costing $90,000 or more; procurement of construction or repairs costing $500,000 or more.
N.C.G.S. § 143-131—When local governments may let contracts on informal bids	Informal Bidding: Purchase of goods costing between $30,000 to less than $90,000; and construction or repair contracts costing $30,000 to less than $500,000.
N.C.G.S. § 143-135—Limitation of application of article	Establishes dispute resolution requirements for construction contracts.
N.C.G.S. § 14-234—Public officers or employees benefiting from public contracts; exceptions	Makes it a criminal misdemeanor for government officials or employees to benefit financially from governmental contracts.
N.C.G.S. § 133-32—Gifts and favors regulated	Prohibits governmental officials or employees from accepting gifts from government vendors.
N.C.G.S. § 160A-16—Contracts to be in writing; exception	All governmental contracts must be in writing.

14.3 Federal Laws

Federal Law	Authority and Guidance
2 CFR Part 200 – Uniform Guidance	Regulates the expenditure of federal funds.
15 USC 637—Additional powers	Defines minority and social or economically disadvantaged businesses.

15 Approval Authority

Procurement Item	Approval Authority	Designee Permitted
Sole source determination	Town Board	No
Emergency purchase	Town Manager and/or CFO	No
Formal construction repair contracts costing $500,000 or above	Town Board	No
Informal construction repair contracts costing less than $500,000	Town Manager	Yes
Contracts other than construction repair services for which budgetary appropriation does not exist	Town Board	No
Contracts other than construction repair for which budgetary appropriation exists	Town Manager	Yes
Formal bid for purchase of supplies, materials, or equipment costing $90,000 or more	Town Manager	Yes
Informal bid for purchase of supplies, materials, or equipment costing $30,000 to less than $90,000	Town Manager	Yes
Purchase of supplies, materials, or equipment costing less than $30,000	Department Director	Yes
RFQ Exemption less than $50,000	Town Manager	Yes
Grant agreements	Town Manager (unless Town Board is required by grantor)	Yes
Purchase Order Requisitions	Department Director	Yes
Purchase Orders	Chief Financial Officer	Yes
Modifications to existing PO's	Department Director	Yes
Missing purchase order	Chief Financial Officer	No
P-card receipts	Department Director	Yes
Petty Cash Issuance	Department Director	Yes
Exceptions to the Purchasing Policy	Chief Financial Officer	No
Budget Amendments & Transfers	Budget & Performance Manager	No
Purchases after end-of-year cut-off date	Town Manager and/or CFO	No

Glossary

Bid: A multi-step process required of the Town by North Carolina General Statutes. Quotes from three (3) separate vendors are required during any bid process.

Formal Bid: Required for the purchase of goods costing $90,000 or more; and construction or repair work costing $500,000 or more.

Informal Bid: Required for the purchase of goods costing more than $30,000 but less than $90,000; and Construction or repair contracts costing more than $30,000 but less than $500,000.

Mini-Brooks Act: Qualification-based selection (RFQ) procedure for contracts with architects, engineers, surveyors, construction managers at risk, design consultants, or design-build contractors with a cost of $50,000 or above.

Minority Business Participation: Per N.C.G.S. § 143-128.2 a minority owned business is defined as a business that is at least 51 percent owned and controlled by one or more minority persons or socially and economically disadvantaged persons. Minority person is defined as: Black, Hispanic, Asian, American Indian, and/or Female. Socially and economically disadvantaged person is defined by 15 U.S. Code § 637. Socially disadvantaged individuals are "those who have been subjected to racial or ethnic prejudice or cultural bias because of their identity as a member of a group without regard to their individual qualities". Economically disadvantaged persons "are those socially disadvantaged individuals whose ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities as compared to others in the same business that are not socially disadvantaged".

Petty Cash: May be used for purchases in the amount of $100 or less when no alternative payment method is available.

Preaudit: Statutorily required process through which the Finance Officer certifies that budgeted funds are available for a purchase.

Purchase Order: Required for purchases in the amount of $5,000 or more. Serves the preaudit function and provides documentation of agreed up goods or services, specifications, qualifications, and price.

Purchasing Card (P-Card): Credit card issued by the Town's selected financial institution for use in making direct purchases from vendors.

Quote: A written price for a good or service. At least three (3) quotes must be solicited for purchases of $30,000 or above and at least one (1) quote must be obtained for purchases of $500 or above.

Requisition: A departmental request for a purchase order. The Purchasing Division ensures that budgeted funds are available prior to issuing the purchase order.

Sole Source: If only one vendor can provide a specific good or service, the formal bidding procedures may be waived by the Board of Commissioners.

Vendor: Provider of goods or services. The Purchasing Division maintains vendor information and performance reports received from Town departments.

Board of Commissioners Agenda Item Report

Agenda Item No.: 2024-148-
Submitted by: Allison Snyder
Submitting Department: Engineering
Meeting Date: May 21, 2024

SUBJECT
Approval of Developer Agreement for an upgrade to a greenway bridge in Rosedale Phase 4/5.

Recommendation:

Item Summary:

ATTACHMENTS
- TOWN OF WF Reimbursement Agreement 3847401.pdf
- Rosedale Phases 4&5 Greenway-Permatak BM with Approaches 2-26-24.pdf

STATE OF NORTH CAROLINA

COUNTY OF WAKE

INFRASTRUCTURE REIMBURSEMENT AGREEMENT

This **INFRASTRUCTURE REIMBURSEMENT AGREEMENT** (this "**Agreement**") is made and entered into this____day of May, 2024 (the "**Effective Date**") by and between the **TOWN OF WAKE FOREST**, a North Carolina municipal corporation (the "**Town**") and Tryon Investment Partners II LLC, a North Carolina limited liability company (the "**Developer**").

WITNESSETH:

WHEREAS, the Developer is the owner of that certain tract(s) of land located at Rosedale Subdivision, Wake Forest North Carolina, commonly referred to as "Rosedale" (the "**Property**"), which Developer intends to develop for commercial purposes, as shown on a plan approved by the Town's Planning Department labeled "Rosedale Subdivision Phase 4&5 Greenway" (the "**Project**");

WHEREAS, the Developer is required to construct certain Greenway Bridge Improvements (defined below) in order to facilitate a Greenway recreational amenity within, and adjacent to, the Project;

WHEREAS, construction of the Greenway Bridge Improvements would not only benefit the Project, but would also expand the Town's Greenway access and provide additional Town recreational amenities;

WHEREAS, the Town has requested that the Greenway Bridge Improvements include certain aesthetic and material enhancements, including notably the use of a concrete boardwalk material commonly referred to as "PermaTrak" instead of lumber) that would increase the cost of the Greenway Bridge Improvements beyond that which would normally be constructed (the "**Enhancements**") (the Enhancements are more specifically itemized on **Exhibit C** attached hereto;

WHEREAS, pursuant to the authority granted to the Town by N.C.G.S. § 160A-499, the Town and the Developer desire to enter into this Agreement to set forth the terms and conditions relative to the Greenway Bridge Improvements as well as the cost participation agreed to by the Town;

WHEREAS, the Town has determined that the cost to the Town in reimbursing the Developer for the design and construction of the Enhancements to the Greenway Bridge Improvements would cost less than if the Town were to design and construct the Enhancements to the Greenway Bridge Improvements through a contract pursuant to N.C.G.S. § 143-128 *et. seq.*;

WHEREAS, as required by N.C.G.S. § 160A-499, the Greenway Bridge Improvements and Enhancements are included in the Town's Capital Improvement Plan and the Town has enacted ordinances setting forth procedures and terms under which reimbursement agreements may be approved;

WHEREAS, the Town is authorized to enter into this Agreement pursuant to N.C.G.S. § 160A-16, and may contract with the Developer to carry out the public purposes set forth herein pursuant to N.C.G.S. §160A-20.1 and the Town's Board of Commissioners has determined that it is in the best interests of its citizens to do so;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein the Town and the Developer agree as follows:

AGREEMENT

1. Recitals. The parties agree that the foregoing recitals are true and correct and are incorporated herein by reference.

2. The Greenway Bridge Improvements. The Developer hereby agrees to include the Enhancements in the design and construction of the Greenway Bridge Improvements. For the purposes of this Agreement, "Greenway Bridge Improvements" means the Proposed Greenway Bridge Improvements as shown on Exhibit A attached hereto and incorporated herein by this reference.

3. Greenway Bridge Dedication. Upon completion of the Greenway Bridge Improvements, the Developer shall dedicate or convey, or provide for the dedication or conveyance of, the Greenway Bridge Improvements to the Town. The Greenway Bridge Improvements shall be subject to the town's usual and customary policies and procedures regarding acceptance. The date of final acceptance of the Greenway Bridge Improvements by the Town shall be referred to herein as the "**Acceptance Date**."

4. The Reimbursement. In consideration of the agreement on the part of the Developer to include the Enhancements in the Greenway Bridge Improvements, and the public benefits derived therefrom, the Town shall reimburse the Developer for the additional costs incurred by Developer as a result of Developer's inclusion of the Enhancements (the "**Reimbursement**"). An estimate of the cost of the Reimbursement is set forth on the Project Budget attached hereto as Exhibit B and incorporated herein by this reference (the "**Project Budget**"); provided, the Reimbursement shall be subject to the Reimbursement Cap (as defined herein below). The Town shall not reimburse the Developer for costs of the Enhancements in excess of the amount shown on the Project Budget ("**Excess Costs**"), except that in the event of unforeseen circumstances beyond Developer's control that materially increase the cost of the Enhancements, including, but not limited to, materials price increases or unforeseen construction standards that directly increase costs, the Developer may submit a written request to amend the Project Budget to the Town's Chief Financial Officer. Any written request to amend the Project Budget shall include sufficient detail to allow the Town to determine whether the proposed increase is justified, including but not limited to evidence that the unforeseen cost increase is material. For the purposes of this section, an unforeseen cost increase shall be considered material when it results in either an increase of over One Thousand Dollars ($1,000). Notwithstanding anything herein to the contrary, under no circumstances shall the Reimbursement exceed $327,500 (the "**Reimbursement Cap**"). The Developer and Town understand and agree that any changes to the terms of the Reimbursement, including any increase in the Project Budget, are subject to the prior written approval of the Town's Chief Financial Officer and, if applicable, the discretion and approval of the Town's Board of Commissioners to appropriate any additional funds to the Project.

The Reimbursement shall be payable in monthly installments, with invoices sent to the Town's Transportation Engineer and the Town's Chief Financial Officer for prior written approval ("**Application for Payment**"). Each Application for Payment shall indicate the percentage of completion of each portion of the Greenway Bridge Improvements, and the amount attributable to the Enhancements, as of the end of the period covered by the Application for Payment. Developer shall submit each Application for Payment periodically, and upon approval of the Application for Payment, the Town shall remit payment to the Developer within thirty (30) days thereafter; provided that, under no circumstances shall the final installation payment be made to the Developer until the Greenway Bridge Improvements have reached substantial completion, as determined by the Town. For the purposes of the Reimbursement, "cost(s)" means the amount of costs actually incurred for design, engineering and construction of the Enhancements upon final completion thereof. Excluded from the Reimbursement shall be legal fees and administrative costs (including but not limited to profit and overhead) of the Developer.

5. Maintenance. The Developer shall be responsible for maintenance of the Greenway Bridge Improvements at all times prior to the Acceptance Date.

6. Insurance. For the period of time prior to the Acceptance Date, the Developer shall maintain insurance policies with minimum limits as follows:

Coverage	Minimum Limits
Workers' Compensation	Statutory Limits
Employers' Liability	$ 1,000,000
General Liability	$1,000,000
Automobile Liability	$500,000
Professional Liability (E & O) (If Required)	$1,000,000

Upon request, the Developer shall provide the Town with a Certificate of Insurance. All Certificates of Insurance will require thirty (30) days written notice by the insurer or Developer's agent in the event of cancellation, reduction or other modifications of coverage. In addition to the notice requirement above, Developer shall provide the Town with immediate written notice of cancellation, reduction, or other modification of coverage of insurance. Upon failure of the Developer to provide such notice, the Developer assumes sole responsibility for all losses incurred by the Town for which insurance would have provided coverage. The insurance certificate shall be for the initial period of one (1) year and shall be renewed by the Developer throughout the period of time prior to the Acceptance Date. The Town shall be listed as certificate holder and named as an additional insured under General Liability. It is required that coverage be placed with "A" rated insurance companies acceptable to the Town. Failure to maintain the required insurance in force may be cause for termination of this Agreement. If the Developer fails to maintain and keep in force the insurance herein required, the Town has the right to cancel and terminate this Agreement without notice. The Developer shall provide proof that a Drug-Free Workplace Program is in place and that drivers meet DOT/CDL licensing requirements, if requested.

7. Notice. All notices and other communications required or permitted by this Agreement shall be in writing and shall be given by either personal delivery or certified United States mail, return receipt requested, addressed as follows:

To the Town:
Town of Wake Forest
301 S. Brooks Street
Wake Forest, NC 27587
Attn: Town Manager

To the Developer:
Tryon Investment Partners II LLC
8321 Bandford Way, Suite 105
Raleigh, NC 27615
Attn: Joseph Lassiter

A change of address or person to receive notice may be made by either party by notice given to the other party. Any notice or other communication under this Agreement shall be deemed given at the time of actual delivery, if it is personally delivered. If the notice or other communication is sent by US Mail, it shall be deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the US Postal Service or upon actual delivery, whichever occurs first.

8. Indemnification. To the maximum extent allowed by law, the Developer shall indemnify and save harmless the Town, its agents, officers, and employees, from and against all charges that arise in any manner from, in connection with, or out of this Agreement proximately caused by the negligent acts or omissions of the Developer or subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable except for damage or injury caused solely by the

negligence of the Town, its agents, officers, or employees. As used in this subsection, "charges" means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, expenses, interest, reasonable attorney's fees, and amounts for alleged violations of sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders. Nothing in this section shall affect any warranties in favor of the Town that are otherwise provided in or arise out of this Agreement. This section is in addition to and shall be construed separately from any other indemnification provisions that may be in this Agreement. This section shall remain in force despite termination of this Agreement (whether by expiration of the term or otherwise) and termination of the services of any supplemental agreement entered into under the Agreement.

9. Term and Termination. This Agreement shall commence upon the Effective Date and shall continue until the Town has paid the Reimbursement to the Developer. Notwithstanding the foregoing, the Town may terminate this Agreement if either: (a) commencement of construction of the Greenway Bridge Improvements has not begun by June 30th, 2024; or (b) the Greenway Bridge Improvements are not substantially completed in a good and workman-like manner in accordance with all applicable laws and the applicable standards within twenty-four (24) months following commencement, subject, however to a day for day extension of the twenty-four (24) month completion period for *Force Majeure*, as established by the Developer to the reasonable satisfaction of the Town. Notwithstanding the foregoing, the Developer may terminate this Agreement at any time upon written notice to the Town if, in its discretion, it decides not to develop the Property. "*Force Majeure*" means, as applicable, any acts of God, strikes, lockouts or other industrial disturbances, COVID-19 or other pandemics, unusual adverse weather conditions, terrorism or other acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, tornadoes, hurricanes, floods, high-water washouts, or other matters outside of the Developer's reasonable control.

10. Public Contracts. Unless otherwise noted, this Agreement is not subject to Article 8 of Chapter 143 of the North Carolina General Statutes, except that the Developer shall solicit bids in accordance with Article 8 of Chapter 143 of the General Statutes when awarding contracts for the Greenway Bridge Improvements that would have required competitive bidding if the contract had been awarded by the Town. For purpose of clarity, any construction work done on or behalf of the Town would require formal bidding (advertisement, sealed bid, and award to the lowest responsible responsive bidder) where the amount to be paid by public funds is in excess of $500,000. For reimbursements, credits, or payments made by public funds below that amount, informal bidding rules shall apply which requires the work to have been awarded to the lowest responsible responsive bidder after three informal proposals have been received.

11. Default. The terms and conditions of this Agreement shall be enforceable by the parties by actions for specific performance or injunction in addition to any other remedies available at law or in equity, subject to any defenses that may be asserted, provided that any damages shall be limited to actual and direct damages (and neither party shall be liable hereunder for special, consequential, lost profit or punitive damages) and the non-defaulting party provides due written notice and an opportunity to cure to the defaulting party and the defaulting party fails to cure the breach within fifteen (15) days after receipt of such notice (or if such default cannot be cured within fifteen (15) days using commercially reasonable diligence, then if such party fails to commence to cure within fifteen (15) days after receipt of notice and thereafter complete such cure using commercially reasonable diligence). Any failure or omission of the non-defaulting party to exercise any right or remedy provided herein shall not be deemed a waiver of such party's right to enforce strictly the defaulting party's obligations in any other instance.

12. Right-of-Way and/or Easement Acquisition. The Developer shall secure all necessary easements or rights-of-way for the Greenway Bridge Improvements that are the subject of this Agreement,

prior to commencement of construction of the Project. All costs incurred to secure all necessary easements or rights-of-way for the Greenway Bridge are to be borne by the Developer, as further set forth in the Project Budget.

13. Relationship of the Parties. This Agreement shall not be considered to create a joint venture, partnership or other legal relationship between the parties or as giving the right of either party to legally bind the other party in any manner or to be able to incur debts or liabilities on behalf of the other party or create a condition in which either party shall share or be responsible for the debts or liabilities of the other party. This Agreement shall not be considered to constitute the appointment of either party as a representative of the other party.

14. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina. The parties hereto consent to the jurisdiction of Wake County. Furthermore, this Agreement is entered under the authority of N.C.G.S. § 160A-499, and any provision hereof in conflict with that authority shall be null and void.

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

16. Severability. If any provision of this Agreement shall be unenforceable, the remainder of this Agreement shall be enforceable to the extent permitted by law.

17. Performance of Government Functions. Nothing contained in this Agreement 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.

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

19. Town Policy. THE TOWN OPPOSES DISCRIMINATION ON THE BASIS OF RACE AND SEX AND URGES ALL OF ITS CONTRACTORS TO PROVIDE A FAIR OPPORTUNITY FOR MINORITIES AND WOMEN TO PARTICIPATE IN THEIR WORK FORCE AND AS SUBCONTRACTORS AND VENDORS UNDER TOWN CONTRACTS.

20. EEO Provisions. During the performance of this Agreement, the Developer 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 Developer 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 Developer shall post in conspicuous places available to employees and applicants for employment, notices setting forth these EEO provisions. All solicitations or advertisements for employees placed by or on behalf of the Developer shall state

that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap.

21. **Principles of Interpretation**. In this Agreement, 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.

22. **Captions**. The captions and headings set forth in this Agreement are for convenience of reference only and shall not be construed as part of this Agreement.

23. **Counterparts**. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be an original, but all of which shall together constitute one (1) and the same instrument.

24. **Modifications, Entire Agreement**. A modification of this Agreement 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 Agreement contains the entire agreement between the parties pertaining to the subject matter of this Agreement. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this Agreement.

25. **E-Verify**. The Developer shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the Developer utilizes a subcontractor, Developer shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

26. **Iran Divestment Act**. The Developer 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. § 143-6A-4; (ii) it will not take any action causing it to appear on any such list during the term of this Agreement, and (iii) it will not utilize any subcontractor to provide goods or services hereunder that is identified on any such list.

27. **Divestment from Companies that Boycott Israel.** Developer 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.

28. **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.

29. **Non-appropriation clause.** Developer 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 Developer 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 Developer of such limitation or change in the Town of Wake Forest's legal authority. The Town represents that funds are currently available and earmarked for the purposes herein.

30. 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.

31. 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.

32. Public Record. This Contract or Agreement is subject to disclosure under the public records laws of the State of North Carolina.

33. Title VI. During the performance of this contract, the Developer, 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.

[Remainder of Page Intentionally Blank. Signature Page Follows.]

IN WITNESS THEREOF, the parties have executed this Agreement as of the date first above written.

ATTEST:

By:_____
Name:_____
Title:_____

THE TOWN:

TOWN OF WAKE FOREST,
a North Carolina municipal corporation

By:_____
Name:_____
Title:_____

THE DEVELOPER:

TRYON INVESTMENT PARTNERS II LLC,
a North Carolina limited liability company

By:_____
Name: J. G. Loftin, Jr.
Title: Manager

PREAUDIT CERTIFICATION

This instrument has been pre-audited in a manner required by applicable law.

By:_____
Name:_____
Title:_____

EXHIBIT A

GREENWAY BRIDGE IMPROVEMENTS

EXHIBIT B

PROJECT BUDGET

EXHIBIT C

ENHANCEMENTS

- “Permatrek” boardwalk material (in lieu of wood)
- [others?]

Summary report: Litera Compare for Word 11.2.0.54 Document comparison done on 5/24/2023 10:46:35 AM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original DMS: iw://manningfulton-mobility.imanage.work/LEGAL/3847401/2	
Modified DMS: iw://manningfulton-mobility.imanage.work/LEGAL/3847401/3	
Changes:	
Add	50
~~Delete~~	32
~~Move From~~	0
Move To	0
Table Insert	0
~~Table Delete~~	0
Table moves to	0
~~Table moves from~~	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	82

Released by Thompson Brown on Feb 26, 2024 **Released**

SPAN BUILDERS

3434 Edwards Mill Road • Raleigh, NC 27612 • Phone: 919-307-7000

Tryon Investment Partners LLC c/o Pinellas Corporation
8321 Pinellas Corporation
Raleigh, NC

Job Address:
Rolesville, NC

Print Date: 2-26-2024

Proposal for Rosedale Greenway (1)

Items	Description	Qty/Unit	Unit Price	Price
Engineering(Foundation) Engineering/Design		1 LS	$3,100.00	$3,100.00
Permiting 01.2 Building Permits		2 Ea	$1,980.00	$3,960.00
10' wide Permatrak Concrete Boardwalk Boardwalk		181 LF	$1,400.00	$253,400.00
Cattlegate Handrail Handrail		362 LF	$58.00	$20,996.00
10' wide Permatrak Concrete Boardwalk Boardwalk		97 LF	$1,400.00	$135,800.00
Bump-rail for shorter boardwalk Handrail		194 LF	$22.00	$4,268.00
Concrete Approaches 04 Concrete		4 Ea	$1,500.00	$6,000.00

Total Price: $427,524.00

This proposal represents Span Builders best estimate using documents supplied to us. No addendum or alternate plans or specifications have been reviewed. Changes must be made in writing. Please review this proposal carefully, Span Builders bears no responsibility for items missed or not included in this proposal. This proposal is valid for thirty (30) days. This e-mail and any attachments are intended only for the named recipient(s) and may contain information that is legally privileged, confidential and/or exempt from disclosure under applicable law. If you have received this message in error and are not the intended recipient(s), you may not retain, copy or use this e-mail or any attachment for any purpose or disclose all or any part of the contents to any person or entity. Any such dissemination, distribution or copying of this e-mail or its attachments is strictly prohibited. If you are not the intended recipient(s), please immediately notify the sender and permanently delete this e-mail and any attachments from your computer.

I confirm that my action here represents my electronic signature and is binding.

Signature: _____

Date: _____

Print Name: _____

Board of Commissioners Agenda Item Report

Agenda Item No.: 2024-157-
Submitted by: Terry Savary
Submitting Department: Administration
Meeting Date: May 21, 2024

SUBJECT
Approval of TOWF & CAH Holdings, LLC Encroachment Agreement

Recommendation:

Item Summary:

ATTACHMENTS
- New Exhibit 1.pdf
- Exhibit 2.pdf
- GATEWAY COMMONS 939 v1 1-31-24 signed.pdf
- Proposed Encroachment Agreement 4.17.24 .pdf

EXHIBIT
1

PRELIMINARY PLAT
NOT FOR RECORDATION
CONVEYANCES OR SALES

N.C. HWY 98 Bypass
Dr Calvin Jones Highway
VARIABLE WIDTH PUBLIC R/W

Jones Dairy Road
VARIABLE WIDTH PUBLIC R/W
NCSR 2053

Calc. Pt.

Cd 236.97'
Cb. S 84°36'44" E
Rad. 1843.01'
Arc 237.12'

30.0' TOWN OF WAKE FOREST UTILITY EASEMENT DB 10122 PG 1572

30.0'

50.0'

Conc. Mon.
N 808,190.40
E 2,150,259.30

TSP

S 45°35'25"E 99.83'

57.1'

26.9'

27.7'

48.3'

30.0'

1/2" Iron Pipe Wthsd

N 51°11'19"E 394.29'

3/4" Iron Pipe

PROPOSED SIGN

RETAINING WALL

AUTO BELL SIGN

RETAINING WALL

50.0' 98 BY-PASS STREET YARD BUFFER & PUBLIC GREENWAY EASEMENT. BM 2008, PG 914

50.0' and 30.0' 98 BY-PASS STREET YARD BUFFER & PUBLIC GREENWAY EASEMENT. BM 2008, PG 914 (EASMENT WIDTH CHANGES AT THIS POINT)

30.0' 98 BY-PASS STREET YARD BUFFER & PUBLIC GREENWAY EASEMENT. BM 2008, PG 914

CAH HOLDINGS,LLC
D.B. 17407, PAGE 2720
B.M. 2017, PAGE 1371
LOT 5, GATEWAY COMMONS

CONLEY HOLDINGS AT HERITAGE LLC
D.B. 16164, PAGE 2269
B.M. 2011, PAGE 585
LOT 4, GATEWAY COMMONS

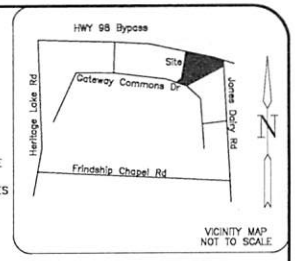
ADDITIONAL EASEMENTS

1. 20.0' CITY OF RALEIGH PUBLIC WATERLINE EASEMENT BM 2009, PAGE 228
2. CONTROLLED ACCESS RIGHT OF WAY SHOWN BM 2002 PG 876
3. SLOPE EASEMENT SHOWN BM 2002 PG 876
4. Hardsace EASEMENT SHOWN DB 13362 PG 2190

PRELIMINARY PLAT
NOT FOR RECORDATION
CONVEYANCES OR SALES

LEGEND

EIP	EXISTING IRON PIN
IPS	IRON PIN SET
R/W	RIGHT-OF-WAY
E/P	EDGE OF PAVEMENT
E/G	EDGE OF GRAVEL
CM	CONCRETE MONUMENT
PP	POWER POLE
M.B.L.	MINIMUM BUILDING LINE
LP	LIGHT POLE
---E---	OVERHEAD SERVICE LINES
PT.	POINT



I, W. Lee Comer certify that the GPS Portion of the survey was made under my supervision and the following information was used to perform this survey.

Class of Survey: CLASS A
Positional accuracy: < = 0.10'
Type of GPS field procedure: NC RTK(VRS)
Date of Survey: 02/15/2024
Datum/Epoch: NAD 83 (2011) Realization 2010
Published / Fixed – control use NC RTK(VRS)
Geoid Model: 2012 (NGS)
Combined Grid Factor = 0.99993553
Units: U.S. Survey feet, Horizontal localized ground

N

NAD 83 (2011)

I, W. Lee Comer certify that this map was drawn under my supervision from an actual survey made under my supervision (Deed Description) in Book (as noted), Page (as noted) or other reference source (as noted).

That the boundaries not surveyed are indicated as drawn from information in Book (as noted), Page (as noted) or other reference source as noted.

That the ratio of precision or positional accuracy is 1/10,000; and that this map meets the requirements of the Standards of Practice for Land Surveying in North Carolina (21 NCAC 56.1600)
This the 15th day of February, 2024.

PRELIMINARY PLAT
NOT FOR RECORDATION
CONVEYANCES OR SALES

This plat is subject to any easements, agreements or right-of-ways prior to the date of this plat.

BAR SCALE
20 10 0 20 40

TRI ▲ COUNTY LAND SURVEYING
11 1/2 WEST MAIN STREET
THOMASVILLE N.C. 27360
THOMASVILLE ▲ (336) 472-9408
LEXINGTON ▲ (336) 243-7429
WINSTON-SALEM ▲ (336) 788-0703
C-1106

CMR Partners
939 Gateway Commons Circle Wake Forest, NC 27587

DRAWING DATA	DWG. No.:	REVISION DATES
SCALE: 1" = 20'	235694	
DRAWN BY: TC	DATE:	
SURVEYED BY: TC	02/15/2024	

COUNTY: Wake TOWNSHIP: Wake Forest STATE: NC

TAX ID: 0447871 TAX PIN: 1850081027

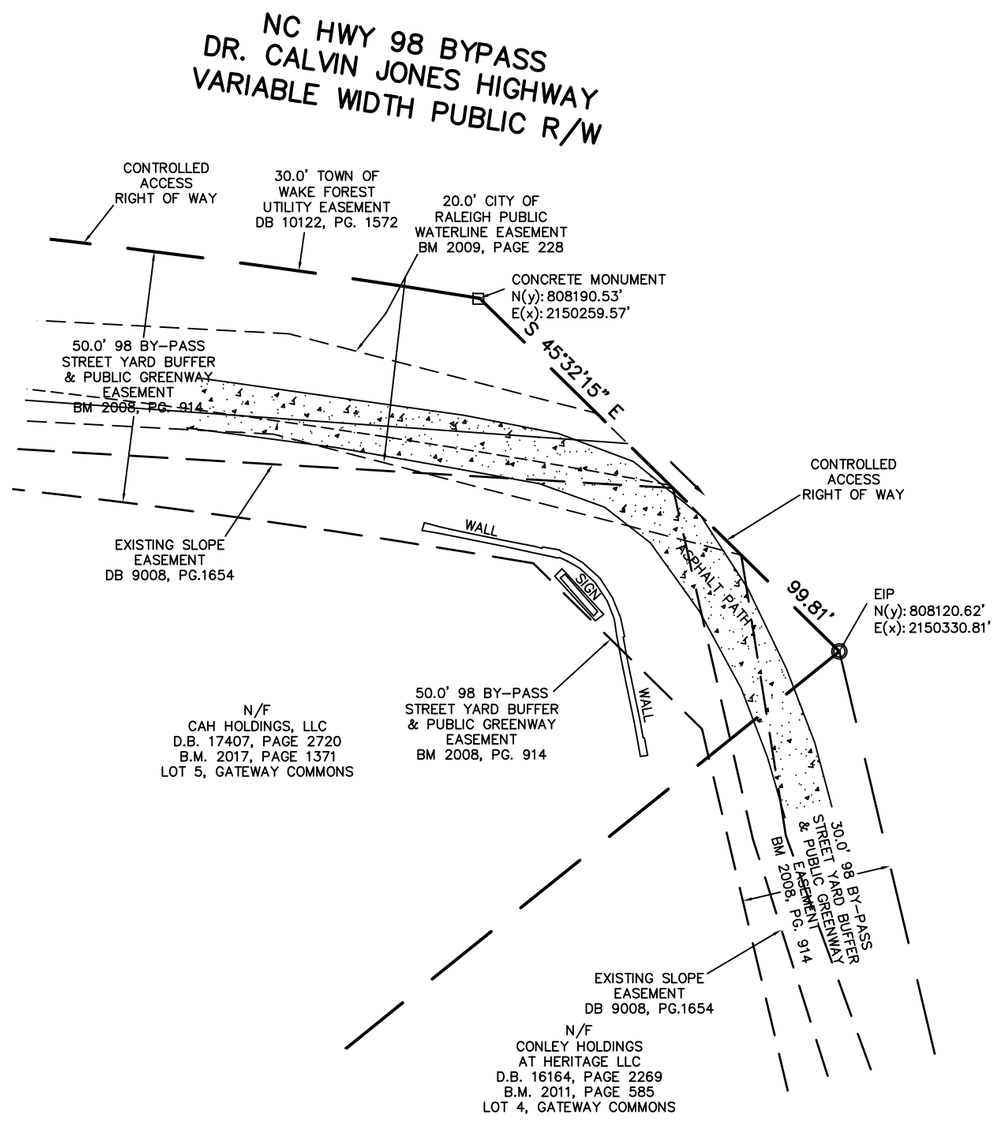
EXHIBIT
2

DocuSign Envelope ID: EBB130CB-110C-478A-9E51-33864A935CC0

I DECLARE THAT THIS SURVEY COMPLIES WITH THE NORTH CAROLINA STANDARDS OF PRACTICE FOR SURVEYING, (SECTION 1600) FOR CLASS A SURVEYS AND THAT THE CALCULATED RATIO OF PRECISION BEFORE ADJUSTMENTS IS 1:10,000+. FURTHERMORE, PROPERTY CORNERS SHOWN ARE PRIMARY CONTROL MONUMENTATION FOR THE RE-ESTABLISHMENT OF PROPERTY CORNERS IN THE ABSENCE OF GRID MONUMENTS AND OTHER SUBDIVISION PROPERTY CORNERS. THIS SURVEY IS NOT TO BE RECORDED WITH-OUT THE WRITTEN AUTHORIZATION OF THE SURVEYOR.

DocuSigned by:
Michael A. Moss 1/31/2024
PROFESSIONAL LAND SURVEYOR L-3794

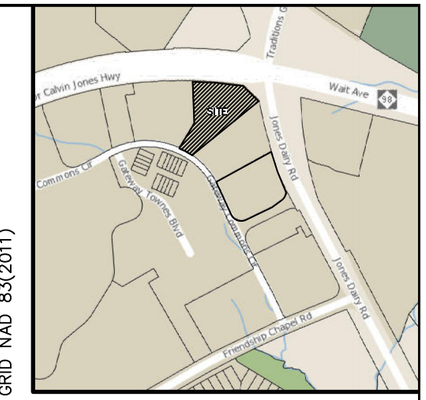
NORTH CAROLINA PROFESSIONAL SEAL L-3794 LAND SURVEYOR MICHAEL A. MOSS



LEGEND:

EIP – EXISTING IRON PIPE
EIB – EXISTING IRON BAR
BEIP – BENT IRON PIPE
BEIB – BENT IRON BAR
CM – CONCRETE MONUMENT
EPK – EXISTING PK NAIL
SPK – SET PK NAIL
NIP – NEW IRON PIPE SET
R/W – RIGHT OF WAY
CATV – CABLE TV BOX
EB – ELECTRIC BOX
TEL – TELEPHONE PEDESTAL
PP – POWER POLE
OHL – OVERHEAD LINE
LP – LIGHT POLE
WM – WATER METER
WV – WATER VALVE
CO – SEWER CLEAN-OUT
CC – CONCRETE
CB – CATCH BASIN
MH – MANHOLE
FH – FIRE HYDRANT

NC GRID NAD 83(2011)



VICINITY MAP

LINE TYPE LEGEND

PROPERTY LINE – LINE SURVEYED
RIGHT-OF-WAY
ADJOINING LINE – LINE NOT SURVEYED
OVERHEAD LINE
BUILDING SETBACK
EASEMENT
BUFFER
FLOOD HAZARD SOILS

SURVEY FOR

TOWN OF WAKE FOREST

OWNER: CAH HOLDINGS, LLC
REF: D.B. 17407, PAGE 2720
REF: B.M. 2017, PAGE 1371
TOWN OF WAKE FOREST
WAKE COUNTY, NORTH CAROLINA

30 15 0 30 60
SCALE 1"=30'

JANUARY 31, 2024
ZONED HB
PIN # 1850.01-08-1027

(GATEWAY COMMONS 939.DWG-MM)

CMP

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

Prepared by and Mail after Recording to:

STATE OF NORTH CAROLINA

COUNTY OF WAKE ENCROACHMENT AGREEMENT

THIS ENCROACHMENT AGREEMENT ("Agreement"), being made this ___ day of _____, 2024 ("Effective Date") by and between **CAH HOLDINGS, LLC**, hereinafter referred to as "CAH," and the **TOWN OF WAKE FOREST**, a North Carolina municipal corporation, hereinafter referred to as the "Town." The foregoing parties are hereinafter referred to collectively as the "Parties" and individually each as a "Party".

W I T N E S S E T H:

WHEREAS, CAH is the owner of property located at 939 Gateway Commons Circle, identified in Book 017407, Page 02720 of the Wake County Register of Deeds, and also identified by PIN #1850081027 (the "Property") in the Town of Wake Forest; and

WHEREAS, a dispute has arisen between the Town and Applicant regarding a monument sign of CAH associated with the Town's Z-Sign Permit 2023-00002234 (the "Sign") located on the Property, a photograph and location of the Sign ("Site") being attached hereto as Exhibits "1" and "2" respectively and incorporated herein by reference; and

WHEREAS, the Town had delivered to CAH a notice of violation, revocation of sign permit and civil citation related to the erection of the Sign (collectively "Enforcement Action") and CAH has appealed that Enforcement Action to the local zoning board of adjustment ("Appeal"); and

WHEREAS, the Gateway Commons development was approved by the Town, of which CAH's Property is a part, and the recorded subdivision map depicts a label purporting to apply to part of the Property of varying widths of 30' and 50' as follows: "By-Pass Street Yard Buffer & Public Greenway Easement" ("Map Label"); and

WHEREAS, CAH contends that the Map Label is vague or does otherwise not preclude monument signs such as the Sign for, among other things,

the Town's Unified Development Ordinances expressly allowing monument signs in a Street Yard Buffer and other improvements, different than a greenway, and for a greenway not being properly established;

WHEREAS, the Town contends that the Map Label imposes a greenway easement that affects the placement of signs;

WHEREAS, without waiving any arguments or contentions for either Party, and each Party preserving all rights, except as otherwise stated herein, the Town and CAH are desirous of resolving the dispute, removing the Enforcement Action and mooting the necessity of the Appeal of the Enforcement Action by entering into this Agreement; and

WHEREAS, Applicant will maintain the aforementioned Sign at the Site in accordance with this Agreement; and

WHEREAS, the Town, under the terms and conditions herein set forth, will permit the Sign at the Site as an encroachment into the street yard and greenway area shown with the Map Label; and

NOW, THEREFORE, in consideration of these promises, the receipt and sufficiency of which are hereby acknowledged, and other consideration, the Town does hereby grant and convey to Applicant, its successors and assigns, permission for the Sign in its current size and dimensions to encroach into the street yard and greenway area depicted by the Map Label to the extent shown on the Exhibit "2" survey for the Site, subject to the following:

1. CAH is responsible for all expenditures of labor or materials required for the maintenance or repair of the Sign at the Site.

2. CAH is to be fully responsible for all property damage or injury or death of any person which results from any negligence, omission, defect in design, maintenance, repair or workmanship caused by CAH, its agents or contractors, relating to the Sign at the Site.

3. CAH agrees to and does hereby hold the Town, its officers, board members, and employees harmless from any and all property damage or injury to persons arising out of negligence, omission, defect, or other tort cause of action arising out of CAH's maintenance or repair of the Sign at the Site; that it will defend the Town, its officers, board members, and employees, and pay all attorney fees in any and all actions brought as a result of such; and that it will indemnify the Town, its officers, board members, and employees against any and all loss sustained by reasons of such negligence, omission, defect, or other tort cause of action arising out of the maintenance or repair of the Sign at the Site. Notwithstanding, CAH fully retains all rights, defenses and claims to contest any action brought or may be brought by the Town arising from application or enforcement of the Town's development regulations, including, without limitation, the Town's Unified Development Ordinance.

4. CAH, during the life of this Agreement, agrees to procure or cause to be procured from a responsible insurance carrier or carriers authorized under the laws of the State of North Carolina, insurance in the minimum amounts of

$1,000,000.00 covering full liability for all personal injury, property damage or wrongful death caused by the maintenance or repair of the Sign at the Site. CAH shall furnish the Town a copy of the certificate of insurance upon reasonable request. Both CAH and the Town shall be named as insured parties. In the event of any change in the applicable provisions of the insurance policy, CAH shall give the Town thirty (30) days' notice of such a change. After the Town giving CAH a thirty-day written notice to cure, should CAH continue after that cure period to fail to pay premiums upon said insurance or to perform any of the agreements, terms or conditions herein contained, the Town, at its option, by written notice may declare this Agreement cancelled and terminated. The Parties may then return to the state prior to this Agreement with each Party preserving all legal contentions.

5. Upon execution of this Agreement, the Town shall within five (5) business days notify CAH in writing of the withdrawal of the Enforcement Action, including notice of violation and civil citation and CAH will thereafter submit to the local zoning board of adjustment notice of a withdrawal of the Appeal based on mootness grounds.

6. All notices required herein shall be deemed given by depositing such in the United States mail, first class, and addressed to:

To Town: Town of Wake Forest Public Works Department
234 Friendship Chapel
Road Wake Forest, NC
27587

To Applicant: CAH HOLDINGS, LLC
1521 E 3rd St.
Charlotte, NC 28204

In case of successors or assigns to CAH, this section may be updated and amended with the name and address of such upon written notice to the Town.

7. In the event there is a dispute between the Parties concerning the interpretation of the terms of this Agreement or their respective rights and obligations hereunder, such dispute or controversy shall be adjudged pursuant to the laws of the State of North Carolina, without regard to its choice of law provisions, and venue for any action related hereto shall be Wake County Superior Court or the United States District Court for the district where the Town of Wake Forest is located.

8. To the extent permitted by North Carolina law, the Parties hereto for themselves, their agents, officials, employees and servants agree not to discriminate in any manner on the basis of race, color, creed, national origin, sex, age, handicap, or sexual orientation with reference to the subject matter of this Agreement.

9. No provisions of this Agreement shall be amended, waived or modified except by an instrument in writing signed by the Parties. This Agreement shall be binding on the parties' successors and assigns, and be deemed to run with the land.

10. If any term or provision of this Agreement or the application thereof to any entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to entities or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby; and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

11. This Agreement has been entered into at arm's length. Accordingly, any rule of law or legal decision that would require interpretation of this Agreement against the party that has drafted it is not applicable and is irrevocably and unconditionally waived.

12. This Agreement may be recorded at any time at the cost of the recording party.

(The remainder of this page is intentionally left blank. The next two pages are signature pages.)

IN WITNESS WHEREOF, the Parties hereto have executed this agreement as of the day and year first written above.

ATTEST:	TOWN OF WAKE FOREST
Print Name: _____	Print Name: _____
Sign Name: _____	Sign Name: _____
Title: _____	Title: Public Works Director or Designee

NORTH CAROLINA
WAKE COUNTY

I certify that _____, of the Town of Wake Forest, personally appeared before me this day and certified to me under oath or by affirmation that she is not a named party to the foregoing document, has no interest in the transaction, _____ signed the foregoing document as a subscribing witness, and either (i) witnessed sign the foregoing document, or (ii) witnessed the principal acknowledge the principal's signature on the already-signed document.

Today's Date: _____, 2024

_____
[Notary's signature as appears on seal]

_____
[Notary's printed name as appears on seal]

My commission expires: _____

[Affix Notary Seal in Space Above]

[SEAL]

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first written above.

APPLICANT: CAH HOLDINGS, LLC

Print Name: _____

Sign Name: _____

Title: _____

NORTH CAROLINA

_____ COUNTY

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: _____, _____ for _____.

Today's Date: _____, 2024

_____
[Notary's signature as appears on seal]

_____
[Notary's printed name as appears on seal]

My commission expires: _____

[Affix Notary Seal in Space Above]

Board of Commissioners Agenda Item Report

Agenda Item No.: 2024-135-
Submitted by: Steven Meyer
Submitting Department: Engineering
Meeting Date: May 21, 2024

SUBJECT
Approval of the Contract for the Wake Forest Pavement Evaluation and Technical Support 2025 Street Resurfacing Project

Recommendation:
Approval

Item Summary:

ATTACHMENTS
- Summary.docx.docx
- Attachment A 2024-xx Resolution.docx
- Attachment B scope of work.pdf
- Attachment C mott mac contract.pdf

ITEM TITLE: Approval of the Contract for the Wake Forest Pavement Evaluation and Technical Support 2025 Street Resurfacing Project.

ITEM SUMMARY: In February 2023, the Board approved Mott Macdonald as a consultant for the Town's On-Call Engineering Services. This contract authorizes the utilization of Mott Macdonald for construction engineering and Pavement Evaluation and Technical Support for the 2025 Street Resurfacing Project, with a service cost of $130,258.14.

ATTACHMENTS:

Attachment A 2024-xx Resolution

Attachment B scope of work

Attachment C mott mac contract

SPECIFIC ACTION REQUESTED: Recommend approval.

RESOLUTION 2024-XX

RESOLUTION AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CONTRACT FOR THE WAKE FOREST PAVEMENT EVALUATION AND TECHNICAL SUPPORT 2025 STREET RESURFACING PROJECT

WHEREAS, Mott MacDonald was awarded as an on-call engineering services consultant in February 2023; and

WHEREAS, On March 27, 2024, the Town of Wake Forest received a scope of work from Mott MacDonald for the Wake Forest Pavement Evaluation and Technical Support for the 2025 Street Resurfacing Project; and

BE IT RESOLVED by the Board of Commissioners of the Town of Wake Forest, North Carolina, that the Town Manager is hereby authorized to execute a contract with Mott Macdonald for Construction Engineering and Inspection Services (CEI) in the amount of $130,258.14:

Duly adopted this 21st day of May 2024.

_____

Vivan A. Jones
Mayor

(ATTEST)

_____

Theresa Savary

Town Clerk

MOTT MACDONALD

Town of Wake Forest
Attention: Min Htun, Civil Engineer
Engineering
301 S. Brooks Street
Wake Forest, NC 27587

March 27, 2024

Wake Forest Pavement Evaluation and Technical Support

2025 Street Resurfacing Program

930 Main Campus Drive
Raleigh, NC 27606
United States of America

T +1 (919) 629-2241

www.mottmac.com/americas

Mr. Htun:

Attached please find Mott MacDonald's scope of work and fee estimate for performing pavement evaluation and technical support for the 2025 Wake Forest Street Resurfacing Program.

We appreciate the opportunity to support the Town of Wake Forest and look forward to working with you on this project.

Please let me know if you have questions or need additional information.

Very Truly Yours,

Greg Burns, PE

Principal Project Manager

Cc: Adam Gosselin, PE

Neil Mastin, PE

EXHIBIT A
TO AGREEMENT BETWEEN
CLIENT and ENGINEER

This Services Order is issued pursuant to the Master Agreement for Professional Services ("Agreement") entered into between CLIENT and ENGINEER dated February 27, 2023.

SPECIFIC PROJECT NAME:

Pavement Evaluation and Technical Support for Wake Forest 2025 Resurfacing Program

SPECIFIC PROJECT DESCRIPTION:

This scope of work provides pavement evaluation and technical support services to the CLIENT. This scope was developed based on a meeting held with the CLIENT 3/5/2024. Wake Forest proposes to resurface approximately 11.7 miles of the Town road system in 2025. February 2023, Mott MacDonald provided the Town of Wake Forest a Pavement Management Work Plan including network condition, Pavement Management Analysis, recommendations based on conditions data, and estimated cost for treatments.

- Mott MacDonald will evaluate the current pavement condition of the 2025 resurfacing program and provide pavement treatment recommendations including milling types.
- Mott MacDonald will provide pavement and subgrade investigation in the form of cores and DCPs on the proposed 2025 resurfacing program. The primary purpose of coring a roadway during the design phase of a project is to verify the existing pavement structure conditions and depths, and to use that information to select an appropriate treatment or confirm the adequacy of a proposed resurfacing method. The cores and DCPs should provide a general representation of the roadway structure and aid in developing treatment recommendations and help avoid major changes during the construction.
- Mott MacDonald will develop quantities (field work and calculations) for asphalt milling and overlay, asphalt patching, shallow undercut, manholes, water valves, concrete monolithic island, pavement markings, signal loops, and shoulder reconstruction. The Town of Wake Forest will develop quantities for sidewalk, curb and gutter, and ADA ramps with Mott MacDonald assistance as needed.
- Mott MacDonald will assemble, edit and review the bid document and submit to Wake Forest for final review and concurrence by August 30, 2024.
- Mott MacDonald will provide pavement treatment recommendations including data gathered from pavement evaluation and pavement and subgrade investigation, quantities and contract no later than August 30, 2024.
- Mott MacDonald will provide technical support during contract development and respond to contractor questions during the bidding process.
- This scope is intended to be in conjunction with a fixed fee contract. The durations, field work, and technical support are based on the anticipated timelines outlined in this scope and attached fee estimate.

SCOPE OF SERVICES:

ENGINEER will perform the following services but is not limited to the items listed below. The CLIENT reserves the right to add or reduce the type of services requested. Services will be requested in writing. Additional services may result in supplementals or additional service orders

1. **Evaluate pavement with field survey**
2. **Perform pavement and subgrade investigation as determined by field surveys (Obtain cores every 1000' approximately with up to 90 cores and DCPs)**
    a. **The following information shall be included in the core report:**
        i. **Street Name and Town**
        ii. **Core ID with core number and route ID from LRS**
        iii. **Latitude and longitude (if applicable)**
        iv. **Mile point or approximate distance to nearest landmark (overpass, exit ramp, sign, etc.)**
        v. **Lane (high speed, low speed, center, auxiliary, shoulder, ramp, etc.)**
        vi. **Core location within lane (left or right wheel path, center, edge of lane)**
        vii. **Distress type (if applicable)**
        viii. **Pavement type (asphalt, concrete) and thickness**
        ix. **Base type (ABC, concrete, gravel, granular, macadam) and thickness if sampled**
        x. **Quality of bond between pavement lifts/layers (good, fair, poor)**
        xi. **Quality of bond to underlying concrete base (if applicable)**
        xii. **Image of core with measurement using a tape measure/ruler from top to bottom**
        xiii. **Other notable information or comments**

3. **Review and analyze data gathered from field surveys**
4. **Develop pavement treatment recommendations to include milling types (edge mill, full mill, etc.) and depth.**
5. **Prepare report to include pavement treatment recommendations and coring data.**
6. **Develop quantities for asphalt milling and overlay, asphalt patching, shallow undercut, manholes, water valves, concrete monolithic island, pavement markings, signal loops, and shoulder reconstruction**.
    a. **Evaluate condition of manhole ring and cover and valve box.**
    b. **Wake Forest to provide shape file of existing manholes and water valves location.**
    c. **Mott MacDonald to coordinate with NCDOT on signal loop detection.**
7. **The Town of Wake Forest will develop sidewalk, curb and gutter and ADA ramp quantities with assistance from Mott MacDonald as needed.**
8. **Develop bid document including assembling, editing, and reviewing. The contract will be developed by using 2023 Street Resurfacing Project bid document as a template and subparts provided by the Town of Wake Forest in e-builder.**

AS NEEDED SERVICES AS DIRECTED BY THE TOWN OF WAKE FOREST

1. **Provide technical support as needed through development and implementation of resurfacing program.**
2. **Response to contractor RFIs during bidding period and during construction.**

MOTT MACDONALD

Fee Estimate **EXHIBIT B**

Date: 26-Mar-24
Location: Wake Forest
Description: Pavement Evaluation of Wake Forest 2025 Resurfacing Plan

Labor Cost

	Greg Burns	Neil Mastin	Tracy Pilson	Adam Gosselin	IsraelRomero-Garcia	Paul Ahearne-Ray	
Task	Proj Mgr 101.16	Subject Matter Expert 87.97	Engneer 51.63	Contract Specialist 108.97	Engineer 25.00	Engineer 27.50	
Evaluate Pavement with Field Survey	40	40					
Pavement coring coordination	8	8	4				
Review data and develop reccommendations	8	8	4	8			
Prepare report to include pavement treatment recommendatio	4	4	16	8			
Project Management	16						
Field work for quanity development					24	24	
Calculation of quantites				8	16	16	
Contract development	4			8	24		
Labor Hour Summary by Classification:	80	60	24	32	64	40	0
Labor Cost by Classification:	$ 8,092.80	$ 5,278.20	$ 1,239.12	$ 3,487.04	$ 1,600.00	$ 1,100.00	$ -
						Labor Subtotal:	$ 20,797.16

General Overhead	164.41%	$ 34,192.61
Subtotal		$ 54,989.77
Comparative Fee	9.00%	$ 4,949.08
Facilities Cost of Capital	0.2500%	$ 51.99
Total		$ 59,990.84
Subcontract - S&ME (See Attached Quote)		$ 58,000.00

Non-Labor Direct Cost

Item						Quantity	Unit Cost	Total
Postage, Shipping, Reporduction and other expenses								
Vehicle Miles	8	days	90 miles			720	0.655	$ 471.60
Subsistence		lunches					11	$ -
						Direct Cost Subtotal:		$ 471.60

SCOPE of SERVICES

TOTAL COST ESTIMATE: 118,462.44

Labor Cost - Services As Needed							
Task	Greg Burns 101.16	Neil Mastin 87.97	Tracy Pilson 51.63	Adam Gosselin 108.97	Israel Romero-Garcia 25.00		
Technical support as needed	8	4	4		8		
Responding to RFIs	12			12			
Labor Hour Summary by Classification:	20	4	4	12	8	0	0
Labor Cost by Classification:	$ 2,023.20	$ 351.88	$ 206.52	$ 1,307.64	$ 200.00	$ -	$ -
						Labor Subtotal:	$ 4,089.24

General Overhead	164.41%	$ 6,723.12
Subtotal		$ 10,812.36
Comparative Fee	9.00%	$ 973.11
Facilities Cost of Capital	0.2500%	$ 10.22
Services as need Total		$ 11,795.69

GRAND TOAL $ 130,258.14

March 26, 2024

Mott McDonald
930 Main Campus Drive
Raleigh, NC 27606

Attention: Mr. Greg Burns, PE – Principal Project Manager

Reference: **Proposal for Pavement Coring Services and Data Report – Rev. 2**
Town of Wake Forest Pavement
Wake Forest, North Carolina
S&ME Proposal No. 24050158

Dear Mr. Burns:

S&ME is pleased to present this revised scope and fee proposal to provide pavement coring services to Mott McDonald (hereinafter "Client") and the Town of Wake Forest, NC. This proposal describes S&ME's understanding of the requested services (Project), presents the scope of our services, and provides a lump sum fee for performing such services.

♦ Project Information

Project information was provided via email correspondence between Mr. Greg Burns, Principal Project Manager at Mott McDonald and Husam Sadek and Stacie Mitchell with S&ME on February 27, 2024, and March 14, 2024. On March 19, 2024, Mr. Burns responded to our proposal with some minor changes and requested some details that are presented here in this revised proposal (Rev. 1). On March 26, 2024, Mr. Burns called and emailed Husam Sadek asking for some changes to the number of streets and cores to be extracted that are presented here in this revised proposal (Rev. 2).

We understand that as part of the scope of the Work Order for Mott MacDonald, S&ME is requested to perform pavement coring services for the resurfacing program in the Town of Wake Forest. The client provided a pdf file with maps for the 72 streets of varying length included in the Wake Forest 2025 Resurfacing Evaluation project. The total length of all streets is approximately 11.8 miles. Attached is the document provided by the Town of Wake Forest showing the list of the streets included in this project.

The purpose of the pavement coring is to determine existing pavement structure conditions, layers' thickness, and the base or soil condition using Hand Auger and Kessler Dynamic Cone Penetrometer (KDCP) testing. The information will then be used by others to inform the selection of appropriate treatment or confirm the adequacy of the proposed resurfacing method. Services will be in general accordance with the most recent version of the NCDOT Pavement Management Unit Pavement Design Procedure (2019). S&ME services will include all equipment and personnel necessary to perform pavement coring, hand auger borings, and KDCP testing. S&ME will be coordinating traffic control services during coring and KDCP testing on each street of this project.

Scope of Services

S&ME's scope of services will consist of the following:

Field Services

- Locate, lay out on the pavement, and record the coring locations.
- Contact 811 to field mark underground utilities near the selected core locations and obtain the required utility permits from the Town of Wake Forest.
- Coordinate with a traffic control contractor to provide the necessary traffic control services.
- Contact the Town of Wake Forest and Mott MacDonald team to discuss / coordinate schedule, any lane closure restrictions, and ongoing work near the project sections.
- Mobilize equipment to the project locations.
- Core the pavement at 1 location every approximately 1000 ft along the outside lane (OSL) of the 72 streets. Up to 90 cores will be extracted from the 72 streets.
- Obtain cores with a 4-inch dia. thin-walled core barrel powered by a truck mounted drill rig or similar.
- Extract, measure, and record thickness and photograph each pavement core.
- Measure and record the depth of cracking within the core.
- Record approximate core locations relative to existing street features, such as street crossings.
- Mark the location and number each coring location with white paint.
- Perform in-place dual-mass KDCP tests on materials beneath the asphalt and/or concrete including the ABC layer and soil subgrade to a depth of approximately 3 feet below the top of pavement.
- Perform a hand auger boring into the base material at each coring location to determine the thickness of base material as well as visual identification of the soils.
- Patch core holes with hand tamped cold patch asphalt and level flush with existing pavement surface.

Engineering Services

S&ME will process collected cores, KDCP, and auger boring data for each street, providing the following in a data report:

- Street Name and Town
- Core ID with core number and route ID from LRS
- Latitude and longitude (if applicable)
- Mile point or approximate distance to nearest landmark (overpass, exit ramp, sign, etc.)
- Lane (high speed, low speed, center, auxiliary, shoulder, ramp, etc.)
- Core location within lane (left or right wheel path, center, edge of lane)
- Distress type (if applicable)
- Pavement type (asphalt, concrete) and thickness
- Base type (ABC, concrete, gravel, granular, macadam) and thickness if sampled
- Quality of bond between pavement lifts/layers (good, fair, poor)
- Quality of bond to underlying concrete base (if applicable)
- Image of core with measurement using a tape measure/ruler from top to bottom
- KDCP data sheets
- Other notable information or comments

♦ Safety

Safety is of primary importance to S&ME and at every level, staff is unconditionally dedicated to safety. S&ME will evaluate the project streets of the Town of Wake Forest and in discussion with the traffic control contractor and the Town of Wake Forest staff to develop a project specific safety plan that details traffic control operations. S&ME's team will proactively be evaluating the testing operation tasks for potential safety risks and methods to mitigate such if any.

♦ Project Administration

Stacie Mitchell will be the Project Manager and S&ME's primary contact for this Project. Husam Sadek will be available for coordination and technical consultation for the Project.

♦ Compensation

S&ME will perform the services as described in the Scope of Services for **a lump sum fee of $58,000**. A breakdown of the lump sum fee is provided in the attachment. If additional services are requested by the Client, S&ME will provide an additional fee estimate.

♦ Schedule

After authorization, S&ME can mobilize to the site after coordination with the Client and as per the earliest availability of equipment. The field work on the 72 streets is expected to be completed in 9 working days, weather permitting. The engineering services and data report are expected to be completed in two weeks after collecting all field data.

♦ Excluded Services

Without attempting to provide a complete list of all services or potential services that will be excluded from this proposal and not performed by S&ME, the following services are specifically excluded from this proposal:

- S&ME will only be responsible for our safety and not for the safety of others.
- Pavement design or recommendations.
- Evaluation of existing pavement conditions.
- Materials testing.
- Geotechnical investigations/explorations.
- Preparation of plans and specifications.
- Provide a report with analysis and results.
- Night work (all testing will be done during daylight hours).

Client Responsibilities

The Scope of Services, fee and project completion are contingent upon the following responsibilities being fulfilled by the Client:

- Coordinate schedule and provide access to the project site on the scheduled testing date.
- Identify and locate on the pavement the limits of the sections.
- Provide information regarding ongoing construction and maintenance activities on or near the project streets that may impact the project traffic control operation or testing.

Authorization

The work will be performed under a task order from the Town of Wake Forest. Upon receipt of the signed task order, we will execute and return to you and then proceed with the performance of our services.

Closing Remarks

S&ME appreciates the opportunity to submit this proposal. Should you have any questions or if we may be of service, please contact us at your convenience.

Sincerely,
S&ME, Inc.

Stacie Mitchell, PE
Senior Engineer/ Practice Lead

Husam Sadek, PhD, PE
Senior Pavement Engineer / Project Manager

Philip J. Erbland, PE
Senior Reviewer

Attachments

Wake Forest 2025 Resurfacing Evaluation
S&ME Proposal Number 24050158
Tuesday, March 26, 2024
Estimate Prepared by Husam Sadek

Wake Forest 2025 Resurfacing Evaluation Project

Project Management & Project Admin	$	3,500.00
Field Work - Labor	$	24,250.00
Field Work - Direct Cost	$	9,490.00
Traffic Control Services	$	16,200.00
Office Work - Analysis and Reporting	$	4,560.00
Total	**$**	**58,000.00**

GENERAL NOTES

1. ALL WORK TO BE DONE IN ACCORDANCE WITH NCDOT, CITY OF RALEIGH, AND TOWN OF WAKE FOREST STANDARD SPECIFICATIONS.

2. PROPERTY AND RIGHT-OF-WAY LINES FROM GIS INFORMATION ARE NOT ACTUAL SURVEY.

3. ALL TREATMENTS MAY REQUIRE ADVANCE STRIPING BASED ON ROADWAY GEOMETRY.

4. ALL WORK SHALL BE CONFINED WITHIN THE LIMIT OF TOWN OWNED PROPERTY, PUBLIC RIGHT-OF-WAY, AND EASEMENTS.

5. CONTRACTOR SHALL NOTIFY NC-811 TEN (10) WORKING DAYS BEFORE STARTING CONSTRUCTION AND COORDINATE WITH TOWN ENGINEER AND CITY OF RALEIGH.

6. THE CONTRACTOR IS RESPONSIBLE FOR THE CONTROL OF DUST AND DEBRIS ON ANY PUBLIC ROAD ACCESSED BY CONSTRUCTION ENTRANCES AS A RESULT OF CONSTRUCTION VEHICLES ENTERING AND LEAVING THE PROJECT SITE DURING CONSTRUCTION.

7. THE CONTRACTOR SHALL LIMIT THEIR WORK AREA TO AREAS DESIGNATED HEREIN AND APPROVED BY THE TOWN ENGINEER.ON-SITE STORAGE AND STAGING AREA SHALL BE DESIGNATED PRIOR TO CONSTRUCTION AND APPROVED BY THE TOWN ENGINEER. ADDITIONAL OFFSITE STORAGE AS REQUIRED WILL BE COORDINATED BY THE CONTRACTOR.

8. THE CONTRACTOR SHALL LIMIT THEIR WORKING HOURS AS DESIGNATED BY THE TOWN OF WAKE FOREST.

9. THE CONTRACTOR SHALL FIELD VERIFY EXISTING CONDITIONS ON ALL LOCATIONS WHERE EXISTING UTILITIES ARE ON THE ROADS.

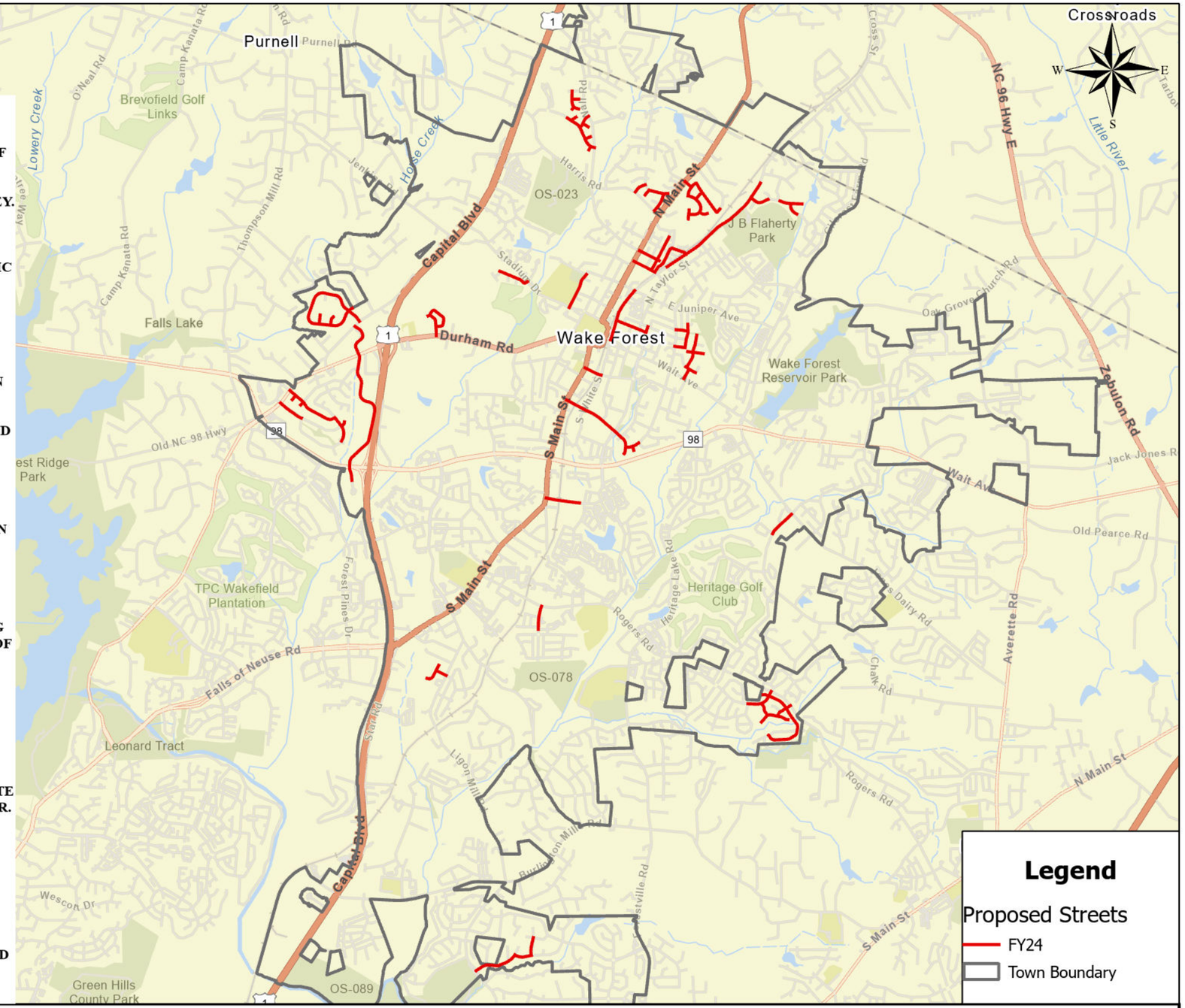
10. THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO PROTECT EXISTING STRUCTURES, UTILITIES AND EQUIPMENT, AND TO MAINTAIN UNINTERRUPTED SERVICE OF THE EXISTING UTILITES.

11. THE CONTRACTOR SHALL PROVIDE ALL TEMPORARY SUPPORTS, BRACES, SHEETING AND SHORING AS NECESSARY. ANY DAMAGES TO EXISTING STRUCTURES, UTILITIES, OR EQUIPMENT, EVEN THOSE NOT INDICATED ON THE CONTRACT DOCUMENTS AND DRAWINGS, RESULTING FROM THE ACTIONS OR LACK OF ACTIONS BY THE CONTRACTOR SHALL BE REPAIRED IMMEDIATELY BY THE CONTRACTOR AT HIS/HER EXPENSE.

12. NO GUARANTEE IS MADE THAT THE INFORMATION CONTAINED HEREIN IS AN ACCURATE REPRESENTATION OF THE FIELD CONDITIONS TO BE ENCOUNTERED BY THE CONTRACTOR. THE CONTRACTOR IS RESPONSIBLE TO FIELD CHECK AND MEASURE LOCATIONS, ELEVATIONS AND DIMENSIONS FOR COMPLETE THE PROJECT.

13. THE CONTRACTOR SHALL COMPLY WITH LEGAL HIGHWAY LOADINGS OF NORTH CAROLINA WHEN USING EXISTING ROADS WITHIN THE PROJECT SITE.

14. ALL COSTS ASSOCIATED WITH COMPLIANCE WITH THESE GENERAL NOTES AND CONTRACT DOCUMENT, OR ANY OTHER GENERAL NOTES INCLUDED ON OTHER DOCUEMNTS AND DRAWINGS, SHALL BE INCLUDED IN THE VARIOUS CONTRACT ITEMS AND NO SEPARATE PAYMENT WILL BE MADE THEREFORE.



TOWN of WAKE FOREST

Street Resurfacing Project
Year 2025

Min Htun - 3/20/2024

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TOWN OF WAKE FOREST, NORTH CAROLINA
MASTER SERVICE AGREEMENT FOR
ON-CALL PROFESSIONAL GENERAL ENGINEERING SERVICES

THIS AGREEMENT ("Master Service Agreement" or "MSA) is made and entered into as of the 27th day of February, 2023, by the Town of Wake Forest ("Town") and Mott MacDonald I&E, LLC ("Consultant"), organized and existing under the laws of the State of North Carolina.

GENERAL ENGINEERING PROFESSIONAL SERVICES

WHEREAS, the Town desires to engage the Consultant to provide On-Call General, Engineering, and Inspection Professional Services related to municipal general engineering, construction, and inspection as set forth in and in accordance with Supplemental Services Agreements ("SSA"); and

WHEREAS, the Town issued a "Request for Qualifications for On-Call General Engineering Services **RFQ # 22-0001** dated 16th day of September 2022; and

WHEREAS, Consultant provides professional consulting services and has experience, staff, and resources to perform such Services;

NOW THEREFORE, Town and Consultant, in consideration of their mutual covenants, herein agree as follows:

SECTION I. BACKGROUND and PURPOSE

The purpose of the Town's on-call process is to secure more than one general engineering professional to provide professional on-call engineering, construction, and inspection services. The purpose of this Agreement is to provide the basic terms and conditions by which Consultant will provide its services to the Town, as the need for Services may arise, and in accordance with the standards and requirements as described herein, and in each SSA.

SECTION II: SERVICES and SCOPE to be PERFORMED

The Consultant shall perform on-call Services as set forth in this MSA and SSA. The SSA is made a part of this Agreement as if fully set forth herein. The Town shall pay Consultant for the performance of Services in the manner set forth herein and in the SSA.

Requests for services made by the Town to Consultant are contingent upon execution of an SSA and the sufficiency of funding. No services shall commence on a particular project until an SSA has been executed by both parties, and the Town has issued a Notice to Proceed to Consultant. Any amendments, corrections, or change orders by either party must be made in writing signed in the same manner as the original. (This form may be used for amendments and change orders.) The Town reserves the right to refuse payment for any work outside that authorized herein or pursuant to a duly approved amendment or change order.

Services to be provided shall be set forth in an SSA and amendments to that agreement. The SSA may also include additional terms and conditions regarding payment and other matters necessary for the

execution of projects. SSAs shall not vary the terms of this Agreement, except where this Agreement authorizes such variance, and shall be interpreted consistently with this Agreement. If there is a conflict between this Agreement and SSAs, this Agreement shall control.

The Town has no obligation to provide Services with any work hereunder and does not guarantee the issuance of any minimum number of SSAs under this Agreement.

Consultant represents and agrees that now and continuing for the term of this Agreement, Consultant:

- is experienced, qualified, skilled, and fully capable of performing Services in a competent and professional manner; and
- shall exercise reasonable care and diligence, and, subject to the Standard of Care, shall act in the best interest of Town; and
- Notwithstanding any other term to the contrary, shall act in accordance with generally accepted standards of Consultant's practice applicable to the locality (the "Standard of Care"); and
- shall comply with this Agreement, applicable SSAs, and with all currently applicable federal, state, and local laws, ordinances, codes, rules, and regulations (collectively "Laws and Regulations"); and
- possesses all necessary qualifications, licenses, and certifications; and
- shall perform in a timely manner and in accordance with schedules required under this Agreement or an applicable SSA, time being a material condition; and
- shall work in good faith with Town to meet requirements imposed by the federal or state government or other funding entity if grants are used to fund any portion of projects; and
- the individual(s) signing Agreement have the right and power to do so and bind Consultant to the obligations set forth herein and such individuals do so personally warrant that they have such authority.

SECTION III: AGREEMENT DURATION

This Agreement shall authorize SSAs to be executed for a three (3) year period from the date of execution of this Agreement. Any SSA executed within period of execution of this Agreement shall be binding for the period set forth therein, and this Agreement and such SSA, and amendments to such Agreements, shall be binding for the time period set forth in the SSA. Any SSA executed within this three-year period may be amended for additional scope, fee, or time. The Agreement may be extended for two (2), one-year periods.

Services shall commence upon execution of SSAs describing the specific project and Services to be performed. A written Notice to Proceed following execution of such SSA(s) will be issued to the Consultant. Consultant will not commence Services until such notice is received.

SECTION IV: COMPLETE WORK without EXTRA COST

Unless otherwise provided, the Consultant shall obtain and provide, without additional cost to the Town, all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform the Services.

SECTION V: COMPENSATION

The terms of payment for Services provided by Consultant shall be set forth in each SSA. Such agreement may provide for compensation in accordance with an hourly rate schedule, or a set fee for Services, paid one time or in periodic payments, or a combination of these methods of compensation.

Unless otherwise provided in the SSA, Consultant shall obtain, and provide, without additional cost to the Town, all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform Services under this Agreement. In addition to hourly rates or the set fee payment set forth in the SSA, Town shall pay Consultant for expenses and costs only when reimbursement for such items is specifically provided for in an SSA. The Town shall not be obligated to pay any expenses and costs not specifically identified in an SSA.

SECTION VI: CONSULTANT'S BILLINGS to TOWN

The Consultant shall submit an invoice once Service is completed or at designated times during the course of completing a Service. Once the invoice is submitted and approved by the appropriate department the terms will be Net 30 days. The terms may only be changed by written consent of the Finance Director.

SECTION VII: INSURANCE

Consultant shall maintain insurance policies at all times with minimum limits per occurrence or claim and in the general aggregate as follows:

Coverage	Minimum Limits
Workers' Compensation	Statutory Limits
Employers' Liability	$ 1,000,000
General Liability	$1,000,000
Automobile Liability	$500,000
Professional Liability (E & O)	$1,000,000 (If Required)

Contractor shall provide the Town with a Certificate of Insurance for review prior to the issuance of any contract or Purchase Order. All Certificates of Insurance will require thirty (30) days written notice by the insurer or contractor's agent in the event of cancellation, reduction or other modifications of coverage. In addition to the notice requirement above, Contractor shall provide the Town with immediate written notice of cancellation, reduction, or other modification of coverage of insurance. Upon failure of the Contractor to provide such notice, Contractor assumes sole responsibility for all loses incurred by the Town for which insurance would have provided coverage. The insurance certificate shall be for the initial contract period of one (1) year and shall be renewed by the contractor for each subsequent renewal period of the contract. The Town shall be listed as certificate holder and named as an additional insured under General Liability. It is required that coverage be placed with "A" rated insurance companies acceptable to the Town. Failure to maintain the required insurance in force may be cause for contract termination. In the event that the contractor fails to maintain and keep in force the insurance herein required, the Town has the right to cancel and terminate the contract without notice. Contractor shall provide proof that a Drug-Free Workplace Program is in place and that drivers meet DOT/CDL licensing requirements, if requested.

SECTION VIII: PERFORMANCE of WORK by TOWN

If the Consultant fails to perform the Services in accordance to Section II above, the Town may, in its discretion, in order to bring the project closer to schedule, perform or cause to be performed some or all of the Services, and doing so shall not waive any of the Town's rights and remedies. Before doing so, the Town shall give the Consultant reasonable written notice of its intention and a reasonable opportunity to cure such failure. The Consultant shall reimburse the Town for all costs incurred by the Town in exercising its right to perform or cause to be performed some or all of the Services pursuant to this section.

SECTION IX: ATTACHMENTS

The following attachments are made a part of this Agreement and incorporated herein by reference:

Attachment A: Scope of Work
Attachment B: Hourly Rate
Attachment C: Title VI Appendment
Attachment D: ARPA Contract Addendum

SECTION X: NOTICE

All notices and other communications required or permitted by this contract shall be in writing and shall be given either by personal delivery, email, or certified United States mail, return receipt requested, addressed as follows:

To the Town:
Town of Wake Forest
Attn: Joe Guckavan, Jr., PE
Director of Engineering
Engineering Department
301 S Brooks Street
Wake Forest, NC 27587
(919) 435-9439
jguckavan@wakeforestnc.gov

To the Consultant:
Mott MacDonald I&E, LLC
Attn: Brian Speight, P.E.
Division General Manager
1101 Haynes Street, Suite 101
Raleigh, NC 27604
(919) 552-2253
brian.speight@mottmac.com

With a copy to:

Mott MacDonald I&E, LLC
Attn: General Counsel
111 Wood Avenue South
Iselin, NJ 08830

Change of Address, Date Notice Deemed Given:
A change of address, fax number, or person to receive notice may be made by either party by notice given to the other party. Any notice or other communication under this contract shall be deemed given at the time of actual delivery, if it is personally delivered or sent by fax. If the notice or other communication is sent by US Mail, it shall be deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the US Postal Service or upon actual delivery, whichever occurs first.

SECTION XI: INDEMNIFCATION

To the extent permitted under N.C. Gen. Stat § 22B-1, the Consultant 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 to the extent caused by the negligence of the Consultant.

SECTION XII: ADDITIONAL PROVISIONS

(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

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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 so as to in any way estop, limit, or impair the Town from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

(d) Severability. If any provision 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 Consultant 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 Consultant and all assigns shall be subject to all of the Town's defenses and shall be liable for all of the Consultant's duties that arise out of this contract and all of the Town's claims that arise out of this contract. Without granting the Consultant the right to assign, it is agreed that the duties of the Consultant 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 Consultant shall comply with all currently applicable law.

(g) Town Policy. THE TOWN OPPOSES DISCRIMINATION ON THE BASIS OF RACE AND SEX AND URGES ALL OF ITS CONSULTANTS TO PROVIDE A FAIR OPPORTUNITY FOR MINORITIES AND WOMEN TO PARTICIPATE IN THEIR WORK FORCE AND AS SUBCONSULTANTS AND VENDORS UNDER CITY CONTRACTS.

(h) EEO Provisions. During the performance of this Contract the Consultant agrees as follows: (1)The Consultant 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 Consultant 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 Consultant shall post in conspicuous places available to employees and applicants for employment, notices setting forth these EEO provisions. (2) The Consultant in all solicitations or advertisements for employees placed by or on behalf of the Consultant, 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.

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

(j) Principles of Interpretation. In this contract, unless the context requires otherwise: (1) 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.

(k) 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.

(l) E-Verify. Consultant shall comply with the requirements of Article 2 of Chapter 64 of the NC General Statutes. Further, if Consultant utilizes a subconsultant, Consultant shall require the Subconsultant to comply with the requirements of Article 2 of Chapter 64 of the NC General Statutes.

(m) Iran Divestment Act. Consultant 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. 143-6A-4; (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.

(n) Divestment from Companies that Boycott Israel. Consultant 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.

(o) 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

(p) Standard Terms and Conditions. Additional Terms and Conditions stated on the face of a Town purchase order shall take precedence over any conflicting Standard Terms and Conditions stated. Any Terms and Conditions not stated, but incorporated by reference therein, shall be binding only if provided or signed by the Town and attached hereto. In the event that a binding written contract signed by both the Vendor and the Town exists, the Terms and Conditions of that contract shall supersede any conflicting Standard Terms and Conditions.

(q) 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.

(r) 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.

(s) 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.

(t) Conflict of Interest. If this is a contract for design, engineering, contract administration or similar services, the Contractor will not enter into contracts or agreements with third parties that may present a potential for conflict of interest between the Town of Wake Forest and the third parties regarding the subject matter of this Contract or Agreement.

(u) Public Record. This Contract or Agreement is subject to disclosure under the public records laws of the State of North Carolina.

SECTION XIII: TERMINATION

Either party may terminate this Agreement upon sixty (60) day written notice; provided, however, no such termination shall discharge Consultant's obligations to complete and furnish services as previously agreed to by the parties pursuant to this Agreement or any Supplemental Service Agreement, nor shall termination discharge the Town's obligations to pay for such services as provided for in this Agreement or any Supplemental Service Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Town of Wake Forest and the Consultant have caused this contract to be executed under seal by their respective duly authorized agents or officers.

TOWN OF WAKE FOREST:

By: _____

Kip Padgett
Printed

Witnessed by:

Ella F. Newt
Name

Ella F. Newton
Printed

(SEAL)

CONSULTANT:

By: DocuSigned by: Brian Speight 8021F764E5C140A...

Brian Speight
Printed

Witnessed by:

Mark O'Connor
Name

Mark O'Connor, Assistant Secretary
Printed

(SEAL)

ATTACHMENT D

TOWN *of*
WAKE FOREST

CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS ADDENDUM

This **CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS ADDENDUM** (this "*Addendum*") is entered into by and between Mott MacDonald, I&E, LLC, a Limited Liability Company ("*Contractor*"), and The Town of Wake Forest, a municipal corporation of the State of North Carolina ("*Unit*"), and forms an integral part of the Contract (as defined in Section I hereof).

RECITALS

WHEREAS, on July 14, 2021, Unit has received, either as a Recipient or Subrecipient (as each such term is defined in Section I hereof) a payment from the Coronavirus State Fiscal Recovery Fund ("*State Fiscal Recovery Fund*") or Coronavirus Local Fiscal Recovery Fund ("*Local Fiscal Recovery Fund*" and, together with the State Fiscal Recovery Fund, the "*Fiscal Recovery Funds*") established pursuant to Sections 602 and 603, respectively, of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 ("*ARPA*") (March 11, 2021); and

WHEREAS, Unit intends to pay, in part or in whole, for the cost of the Contract (as defined in Section I hereof) using monies received from the Fiscal Recovery Funds; and

WHEREAS, in using such funds, Unit must comply with the terms of ARPA, regulations issued by the U.S. Department of the Treasury ("*Treasury*") governing the expenditure of monies distributed from the Fiscal Recovery Funds (including, without limitation, the Interim Final Rule (86 Fed. Reg. 26,786 (May 17, 2021) and Final Rule (87 Fed. Reg. 4,338 (Jan. 27, 2022)), the Award Terms and Conditions applicable to the Fiscal Recovery Funds, and such other guidance as the Treasury has issued or may issue governing the expenditure of monies distributed from the Fiscal Recovery Funds (collectively, the "*Regulatory Requirements*"); and

WHEREAS, pursuant to the Regulatory Requirements, Unit must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury has determined or may determine are inapplicable to the Fiscal Recovery Funds; and

WHEREAS, pursuant to 2 C.F.R. § 200.327, Unit must include within the Contract applicable provisions described in Appendix II to 2 C.F.R. Part 200, each of which is contained in this Addendum; and

WHEREAS, Unit shall not enter into the Contract or make any distributions of funds to Contractor using monies from the Fiscal Recovery Funds absent Contractor's agreement and adherence to each term and condition contained herein.

NOW THEREFORE, Contractor and Unit do mutually agree as follows:

AGREEMENTS

I. ***Definitions***. Unless otherwise defined in this Addendum, capitalized terms used in this Addendum shall have the meanings ascribed thereto in this Section I.

a) "*ARPA*" shall mean the American Rescue Plan Act of 2021, Pub. L. No. 117-2, as amended.

b) "*Administering Agency*" shall have the meaning specified in 41 C.F.R. § 60-1.3.

c) "*Applicant*" shall have the meaning specified in 41 C.F.R. § 60-1.3, which is provided here for ease of reference: ("An applicant for Federal assistance involving a construction contract, or other participant in a program involving a construction contract as determined by regulation of an administering agency. The term also includes such persons after they become recipients of such Federal assistance.").

d) "*Construction Work*" shall have the meaning specified in 41 C.F.R. § 60-1.3, which is provided here for ease of reference: ("[T]he construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.").

e) "*Contract*" shall mean the legal instrument by which Unit, as a Recipient or Subrecipient, shall purchase from Contractor property or services needed to carry out a project or program under a Federal award, and of which this Addendum shall constitute an integral part.

f) "*Contractor*" shall mean the entity named as "Contractor" in this Addendum that has received a Contract from Unit.

g) "*Federally Assisted Construction Contract*" shall have the meaning specified in 41 C.F.R. §60-1.3, which is provided here for ease of reference: ("[A]ny agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the government of the United States of America for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.").

h) "*Government*" shall have the meaning specified in 41 C.F.R. § 60-1.3, which is provided here for ease of reference: ("[T]he government of the United States of America.").

i) "*Laborer*" or "*Mechanic*" shall have the meaning specified in 29 C.F.R. § 5.2(m), which is provided here for ease of reference ("The term laborer or mechanic includes at least those workers whose duties are manual or physical in nature (including those workers who use tools or who are performing the work of a trade), as distinguished from mental or managerial. The term laborer or mechanic includes apprentices, trainees, helpers, and, in the case of contracts subject to the Contract Work Hours and Safety Standards Act, watchmen or guards. The term does not apply to workers whose duties are primarily administrative, executive, or clerical, rather than manual. Persons employed in a bona fide executive, administrative, or professional capacity as defined in part 541 of [Title 40 of the United States Code] are not deemed to be laborers or mechanics. Working foremen who devote more than 20 percent of their time during a workweek to mechanic or laborer duties, and who do not meet the criteria of [Title 40 of the United States Code], are laborers and mechanics for the time so spent.").

j) "*Recipient*" shall mean an entity that receives a Federal award directly from a Federal awarding agency. The term does not include subrecipients or individuals that are beneficiaries of an award.

k) "*Subcontract*" shall mean any agreement entered into by a Subcontractor to furnish supplies or services for the performance of this Contract or a Subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

l) "*Subcontractor*" shall mean an entity that receives a Subcontract.

m) "*Subrecipient*" shall mean an entity that receives a subaward from a pass-through entity to carry out part of a Federal award; but it does not include an individual that is a beneficiary of such award. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

n) "*Tier*" shall have the meaning indicated in 2 C.F.R. Part 180 and illustrated in 2 C.F.R. Part 180, Appendix II.

o) "*Unit*" shall have the meaning indicated in the preamble to this Addendum.

II. ***Equal Employment Opportunity***

a) If this Contract is a Federally Assisted Construction Contract exceeding $10,000, during the performance of this Contract, Contractor agrees as follows:

   i. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

ii. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

iii. Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

iv. Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

vi. Contractor will furnish to the Administering Agency and the Secretary of Labor all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vii. In the event of Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or Federally Assisted Construction Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965. Such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

viii. Contractor will include the portion of the sentence immediately preceding paragraph (a)(i) of this Section II and the provisions of paragraphs (a)(i) through (a)(vii) in every Subcontract or purchase order unless exempted by

rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. Contractor will take such action with respect to any Subcontract or purchase order as the Administering Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the Administering Agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Unit further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if Unit so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

ix. Unit agrees that it will assist and cooperate actively with the Administering Agency and the Secretary of Labor in obtaining the compliance of Contractors and Subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the Administering Agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the Administering Agency in the discharge of the agency's primary responsibility for securing compliance.

x. Unit further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally Assisted Construction Contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and Subcontractors by the Administering Agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, Unit agrees that if it fails or refuses to comply with these undertakings, the Administering Agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

b. If this Contract is not a Federally Assisted Construction Contract exceeding $10,000, the provisions of Section I(a) of this Addendum shall not apply.

III. *Copeland "Anti-Kickback" Act*

a) Contractor and any Subcontractors performing work under the Contract shall comply with

18 U.S.C. § 874. Unit shall report all suspected or reported violations to the Department of the Treasury.

IV. *Contract Work Hours and Safety Standards Act*

a) *Overtime Requirements.* No Contractor or Subcontractor contracting for any part of the Contract work which may require or involve the employment of Laborers or Mechanics shall require or permit any such Laborer or Mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such Laborer or Mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

b) *Violation; Liability for Unpaid Wages; Liquidated Damages.* In the event of any violation of the clause set forth in Section IV(a) (*Overtime Requirements*) above, Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual Laborer or Mechanic, including watchmen and guards, employed in violation of the clause set forth in Section IV(a) (*Overtime Requirements*) above, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in Section IV(a) (*Overtime Requirements*) above.

c) *Withholding for Unpaid Wages and Liquidated Damages.* Unit shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Contractor or Subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in Section IV(b) (*Violation; Liability for Unpaid Wages; Liquidated Damages*) of this section.

d) *Subcontracts.* Contractor or Subcontractor shall insert in any Subcontract the clauses set forth in Sections IV(a) through IV(d) and also a clause requiring the Subcontractors to include these clauses in any lower Tier Subcontracts. Contractor shall be responsible for compliance by any first Tier Subcontractor or lower Tier Subcontractor with the clauses set forth in Sections IV(a) through IV(d).

e) *Payroll and Records.* Contractor or Subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all Laborers and Mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, Social Security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Records to be maintained under this provision shall be made available by Contractor or Subcontractor for inspection, copying, or transcription by authorized representatives of the Department of the Treasury and the Department of Labor, and Contractor or Subcontractor will permit such representatives to interview employees during working hours on the job.

a) *Exceptions*. None of the requirements of Section IV of this Addendum shall apply if this Contract is a Contract (1) for transportation by land, air, or water; (2) for the transmission of intelligence; (3) for the purchase of supplies or materials or articles ordinarily available in the open market; or (4) in an amount that is equal to or less than $100,000.

V. ***Rights to Inventions Made under a Contract or Agreement***

a) The Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Government purposes", any subject data or copyright described below.11 "Government purposes," means use only for the direct purposes of the Government. Without the copyright owner's consent, the Government may not extend its Federal license to any other party.

   i. Any subject data developed under the Contract, whether or not a copyright has been obtained; and

   ii. Any rights of copyright purchased by Contractor using Federal assistance funded in whole or in part by the Department of the Treasury.

b) Unless Treasury determines otherwise, a Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit Treasury to make available to the public, either (1) Department of the Treasury's license in the copyright to any subject data developed in the course of the Contract, or (2) a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Government may direct.

c) Unless prohibited by North Carolina law, upon request by the Government, Contractor agrees to indemnify, save, and hold harmless the Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Contract. Contractor shall be required to indemnify the Government for any such liability arising out of the wrongful act of any employee, official, or agent of the Contractor.

d) Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

e) Data developed by Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that Contractor identifies those data in writing at the time of delivery of the Contract work. The Contractor agrees to include these requirements in each Subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

f) For the purposes of this Section V, "subject data" means "recorded information, whether or not copyrighted, that is delivered or specified to be delivered as required by the Contract." Examples of "subject data" include, but are not limited to "computer software, standards,

specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses or other similar information used for performance or administration of the Contract."

VI. ***Clean Air Act and Federal Water Pollution Act***

a) *Clean Air Act.* Contractor agrees to comply with all applicable standards, orders and regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Contractor agrees to report each violation to Unit and understands and agrees that Unit will, in turn, report each violation as required to the U.S. Department of the Treasury and the appropriate Environmental Protection Agency Regional Office. Contractor agrees to include these requirements in each Subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by Treasury.

b) *Federal Water Pollution Control Act.* Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. Contractor agrees to report each violation to Unit and understands and agrees that Unit will, in turn, report each violation as required to assure notification to the U.S. Department of the Treasury and the appropriate Environmental Protection Agency Regional Office. Contractor agrees to include these requirements in each Subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by Treasury.

VII. ***Debarment and Suspension***

a) Due to its receipt of Fiscal Recovery Funds, Unit is a participant in a nonprocurement transaction (defined at 2 C.F.R. § 180.970) that is a covered transaction pursuant to 2 C.F.R. §180.210 and 31 C.F.R. § 19.210. Therefore, this Contract is a lower-Tier covered transaction for purposes of 2 C.F.R. Part 180 and 31 C.F.R. Part 19 if (1) the amount of this Contract is greater than or equal to $25,000 (2 C.F.R. § 180.220(b)(1); 31 C.F.R. § 19.220(b)(1)); (2) the Contract requires the consent of an official of the Department of the Treasury (2 C.F.R. §180.220(b)(2); 31 C.F.R. § 19.220(b)(2)); or (3) this Contract is for federally-required audit services (2 C.F.R. § 180.220(b)(3); 31 C.F.R. § 19.220(b)(3)).

b) **If this Contract is a covered transaction as set forth in Section VII(a) above, Contractor hereby certifies as of the date hereof that Contractor, Contractor's principals (defined at 2 C.F.R. § 180.995), and the affiliates (defined at 2 C.F.R. § 180.905) of both Contractor and Contractor's principals are not excluded (defined at 2 C.F.R. § 180.935) and are not disqualified (defined at 2 C.F.R. § 180.935). If any of the foregoing persons are excluded or disqualified and the Secretary of the Treasury has not granted an exception pursuant to 31 C.F.R. § 19.120(a), (1) this Contract shall be void, (2) Unit shall not make any payments of Federal financial assistance to Contractor, and (3) Unit shall have no obligations to Contractor under this Contract.**

c) Contractor must comply with 2 C.F.R. Part 180, Subpart C, and 31 C.F.R. Part 19, and must include a requirement to comply with these regulations in any lower-Tier covered transaction into which it enters.15 This certification is a material representation of fact relied upon by Unit and all liability arising from an erroneous representation shall be borne solely by Contractor.

d) If it is later determined that Contractor did not comply with 2 C.F.R. Part 180, Subpart C and 31 C.F.R. Part 19, in addition to remedies available to Unit, the Government may pursue available remedies, including but not limited to suspension and/or debarment.

VIII. *Byrd Anti-Lobbying Amendment*

a) Contractor certifies to Unit, and Contractor shall cause each Tier below it to certify to the Tier directly above such Tier, that it has not used and will not use Federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grantor any other award covered by 31 U.S.C. § 1352. Contractor shall, and shall cause each Tier below it, to disclose any lobbying with non-Federally appropriated funds that takes place in connection with obtaining any Federal award. Such disclosures (to be set forth on Standard Form-LLL contained in 31 C.F.R. Part 21, Appendix B) shall be forwarded from Tier to Tier up to the Unit which will, in turn, forward the certification(s) to the Department of the Treasury. Contractor shall cause the language of this Section VIII(a) to be included in all Subcontracts. This certification is a material representation of fact upon which Unit has relied when entering into this Contract and all liability arising from an erroneous representation shall be borne solely by Contractor.

b) Contractors that bid or apply for a contract exceeding $100,000 (including this Contract, if applicable) also must file with Unit the certification in Attachment 1 to this Addendum, which is attached hereto and incorporated herein.

c) Contractor also shall cause any Subcontractor with a Subcontract (at any Tier) exceeding $100,000 to file with the Tier above it the certification in Attachment 1 to this Addendum, which is attached hereto and incorporated herein.

IX. *Procurement of Recovered Materials*

a) Section IX(b) shall apply if (1) this Contract involves the purchase of an item designated by the Environmental Protection Agency ("EPA") in 40 C.F.R. Part 247 that exceeds $10,000, or (2) the total value of such designated items acquired during the Unit's preceding fiscal year exceeded $10,000.

b) In the performance of the Contract, Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot (1) be acquired competitively within a timeframe providing for compliance with the Contract performance schedule, (2) meet Contract performance requirements; or (3) at a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's website. Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

X. *Prohibition on Contracting for Covered Telecommunications Equipment or Services*

a) *Definitions.* Unless otherwise defined in this Contract, capitalized terms used in this Section IX shall have the meanings ascribed thereto in this Section IX(a):

i. *"Backhaul"* means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell

phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

ii. *"Covered Foreign Country"* means the People's Republic of China.

iii. *"Covered Telecommunications Equipment or Services"* means: (a) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); (b) for the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); (c) telecommunications or video surveillance services provided by such entities or using such equipment; or (d) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a Covered Foreign Country.

iv. "*Critical Technology*"20 means (1) defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations; (2) items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled (a) pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or (b) for reasons relating to regional stability or surreptitious listening; (3) specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities); (4) nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material); (5) select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or (6) emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. § 4817).

v. *"Interconnection Arrangements"* means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

vi. *"Roaming"* means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

vii. "Substantial or Essential Component" means any component necessary for the proper function or performance of a piece of equipment, system, or service.

viii. *"Telecommunications Equipment or Services"* means telecommunications or video surveillance equipment or services, such as, but not limited to, mobile phones, land lines, internet, video surveillance, and cloud services.

b) Prohibitions.

i. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after August 13, 2020, from obtaining or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

ii. Unless an exception in Section X(c) applies, Contractor and any Subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds (including, without limitation, Fiscal Recovery Funds) received from a Federal government to:

1. Procure or obtain any equipment, system, or services that uses Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system, or as Critical Technology of any system;

2. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system, or as Critical Technology of any system;

3. Enter into, extend, or renew contracts with entities that use Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system, or as Critical Technology as part of any system; or

4. Provide, as part of its performance of this Contract, any Subcontract, any contractual instrument, or any equipment, system, or service that uses Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system or as Critical Technology as part of any system.

c) Exceptions.

i. This clause does not prohibit Contractor or Subcontractors from providing:

1. A service that connects to the facilities of a third-party, such as Backhaul, Roaming, or Interconnection Agreements; or

2. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

ii. By necessary implication and regulation, the prohibitions also do not apply to:

1. Covered telecommunications equipment that:

a. Is not used as a Substantial or Essential Component of any system; and

b. Is not used as Critical Technology of any system.

2. Other telecommunications equipment or services that are not considered Covered Telecommunications Equipment or Services.

d) Reporting Requirement

i. In the event Contractor identifies, during contract performance, covered Telecommunications Equipment or Services used as a Substantial or Essential Component of any system, or as Critical Technology as part of any system, during Contract performance, or if Contractor is notified of such by a Subcontractor at any Tier or by any other source, Contractor shall report the information in paragraph (d)(2)of this Section X to Unit, unless procedures for reporting the information are elsewhere established in this Contract.

ii. Contractor shall report the following information to Unit pursuant to paragraph (d)(1) of this Section X:

1. Within one business day from the date of such identification or notification: contract number; order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

2. Within ten business days of submitting the information in paragraph (d)(2)(i) of this Section: any further available information about mitigation actions undertaken or recommended. In addition, contractor shall describe the efforts it undertook to prevent use or submission of Covered Telecommunications Equipment or Services, and any additional efforts that will be incorporated to prevent future use or submission of Covered Telecommunications Equipment or services.

e) Subcontractor. Contractor shall cause to be inserted the substance of this Section X, including this paragraph (e), in all Subcontracts and other contractual instruments relating to the performance of this Contract.

XI. *Domestic Preferences for Procurements*

a) As applicable, and to the extent consistent with law, Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products or materials Produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other Manufactured Products. Contractor shall cause any Subcontractors to include the requirements of this Section XI in any Subcontracts.

b) For purposes of this Section XI, the following terms shall mean:

i. *"Produced in the United States"* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coating, occurred in the United States.

ii. *"Manufactured Products"* means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

XII. *Solicitation of Minority and Women-Owned Business Enterprises*

a) If Contractor intends to let any Subcontracts, Contractor shall (1) place qualified small and minority businesses and women's business enterprises on its solicitation lists; (2) assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) use the services and assistance, as appropriate, of the Small Business Administration, the Minority Business Development Agency of the Department of Commerce, and the North Carolina Office for Historically Underutilized Businesses.

b) For the purposes of Section XII(a), an entity shall qualify (1) as a "minority business" or "women's business enterprise" if it is currently certified as a North Carolina "historically underutilized business" under Chapter 143, Section 143-128.4(a) of the N.C. General Statutes (hereinafter G.S.), and (2) as a "small business" if it is independently owned and operated and is qualified under the Small Business Administration criteria and size standards at 13 C.F.R. Part 21.

XIII. *Access to Records*

a) Contractor agrees to provide Unit, the Department of the Treasury, the Treasury Office of Inspector General, the Government Accountability Office, and the Comptroller General of the United States, or any authorized representatives of these entities access to any records (electronic and otherwise) of Contractor which are directly pertinent to this Contract to conduct audits or any other investigation. Contractor agrees to permit any of the foregoing parties to reproduce such records by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

b) Contractor agrees to retain all records covered by this Section XIII through December 31, 2031, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit, or other inquiry involving the Contract.

XIV. *Conflicts of Interest; Gifts and Favors*

a) Contractor understands that (1) Unit will use Fiscal Recovery Funds to pay for the cost of this Contract, and (2) the expenditure of Fiscal Recovery Funds is governed by Conflict of Interest Policy of the Unit, the Regulatory Requirements (including, without limitation, C.F.R. § 200.318(c)(1)), and North Carolina law (including, without limitation, G.S. § 14-

234(a)(1) and G.S. § 14-234.3(a)).

b) Contractor certifies to Unit that as of the date hereof, to the best of its knowledge after reasonable inquiry, no employee, officer, or agent of Unit involved in the selection, award, or administration of this Contract (each, a "Covered Individual"), no member of a Covered Individual's immediate family, no partner of a Covered Individual, and no organization (including Contractor) which employs or is about to employ a Covered Individual, has a financial or other interest in or has received a tangible personal benefit from Contractor. Should Contractor obtain knowledge of any such interest or any tangible personal benefit described in the preceding sentence after the date hereof, Contractor shall promptly disclose the same to Unit in writing.

c) Contractor certifies to Unit that it has not provided, nor offered to provide, any gratuities, favors, or anything of value to an officer, employee, or agent of Unit. Should Contractor obtain knowledge of the provision, or offer of any provision, of any gratuity, favor, or anything of value to an officer, employee, or agent described in the preceding sentence after the date hereof, Contractor shall promptly disclose the same to Unit in writing.

XV. ***Assurances of Compliance with Title VI of the Civil Rights Act of 1964***

a) Contractor and any Subcontractor, or the successor, transferee, or assignee of Contractor or any Subcontractor, shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. Part 22, which are herein incorporated by reference and made a part of this Contract. Title VI also provides protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by Treasury's Title VI regulations, 31 C.F.R. Part 22, and herein incorporated by reference and made a part of this Contract.

XVI. ***Other Non-Discrimination Statutes.*** Contractor acknowledges that Unit is bound by and agrees, to the extent applicable to Contractor, to abide by the provisions contained in the federal statutes enumerated below, and any other federal statutes and regulations that may be applicable to the expenditure of Fiscal Recovery Funds:

a) The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

c) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

d) Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities,

and services provided or made available by state and local governments or instrumentalities or agencies thereto.

XVII. Termination for Cause or Convenience

The Unit, by written notice, may terminate this contract, in whole or in part, when it is in the Unit's interest. If this contract is terminated, the Unit shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

The Unit may, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

i. Deliver the supplies or to perform the services within the time specified in this contract or any extension;
ii. Make progress, so as to endanger performance of this contract; or
iii. Perform any of the other provisions of this contract.

The Unit's right to terminate this contract may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Unit) after receipt of the notice from the Unit specifying the failure.

If the Unit terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Unit considers appropriate, supplies or services similar to those terminated. However, the Contractor shall continue the work not terminated.

If this contract is terminated for default, the Unit may require the Contractor to transfer title and deliver to the Unit any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Unit, the Contractor shall also protect and preserve property in its possession in which the Unit has an interest.

The Unit shall pay contract price for completed supplies delivered and accepted. The Unit may withhold from these amounts any sum the Unit determines to be necessary to protect the Unit against loss because of outstanding liens or claims of former lien holders.

The rights and remedies of the Town in this clause are in addition to any other rights and remedies provided by law or under this contract.

XVIII. Administrative, Contractual, or Legal Remedies

The Contractor shall, in a satisfactory and proper manner in accordance with industry standards, complete all obligations and duties as stipulated in this Agreement. Failure of the Contractor to perform or deliver required work, services, or reports under this Agreement may result in the withholding of payments by the Unit to the Contractor. Breach of contract disputes will be decided by arbitration, if the parties mutually agree, or in a North Carolina court of competent jurisdiction.

The Contractor understands that failure to meet the requirements under this Agreement may result in withdrawal of other state or federal funds that may have been made available to the Contractor.

XVIX. ***Miscellaneous***

a) **Increasing Seat Belt Use in the United States.** Pursuant to Executive Order 13043, 62 Fed. Reg. 19216 (Apr. 18, 1997), Unit encourages Contractor to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles.

b) **Reducing Text Messaging While Driving.** Pursuant to Executive Order 13513, 74 Fed. Reg. 51225 (Oct. 6, 2009), Unit encourages Contractor to adopt and enforce policies that ban text messaging while driving.

XX. ***Conflicts and Interpretation.*** To the extent that any portion of this Addendum conflicts with any term or condition of the Contract expressed outside of this Addendum, the terms of this Addendum shall govern.

CONTRACTOR:

DocuSigned by:

By: Brian Speight

Name: 8021F7BEF0A40 Brian Speight

Title: Sr. Vice-President

UNIT:

By: 3/6/23

Name: Kip Padgett

Title: Tour manager

ATTACHMENT 1
TO
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS ADDENDUM

APPENDIX A, 31 C.F.R. PART 21 – CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of their knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

DocuSigned by:
Brian Speight
8021E764E5C140A...
Signature of Contractor's authorized official

Date: 2/27/2023

Brian Speight
(Print name of person signing above)

Sr. Vice-President
(Print title of person signing above)

- This form is required only for purchases of more than $100,000 -

ATTACHMENT C

TOWN *of*
WAKE FOREST

TITLE VI APPENDMENT for Mott MacDonald I&E, LLC

This contract amendment is made and entered into as of the 27 day of February, 2023, by the Town of Wake Forest ("Town") and Mott MacDonald I&E, LLC ("Contractor"), organized and existing under the laws of the State of North Carolina.

During the performance of this contract, the Consultant, 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.

*The Contractor has read and is familiar with the terms above:

DS
BS
Contractor's Initials

2/27/2023
Date

ATTACHMENT A – SCOPE OF WORK

The Town has the option of requesting a selected firm to develop a scope of work for requested municipal engineering tasks. The types of projects anticipated include but are not limited to:

- Conducting or reviewing TIAs
- Project Management
- Engineering design
- Plan Review
- Construction Inspection
- Surveying
- Other Municipal Engineering Tasks

The scope and fee will be determined separately for each assignment prior to notice to proceed, with the parties entering into a supplemental agreement as needed.

Selection by the Town for the MSA is not a guarantee that any firm will receive a project. The Town makes no guarantee of specific volume of work or a total contracted amount arising from this solicitation. This master agreement will:

- Fulfill the consultant solicitation and selection process for the work to be performed under the on-call contract; and
- Establish current hourly rates for each employee that may perform work on the contract by position class and establish a method of calculation and payment for all other direct/indirect project expenses.

Work performed under the MSA will be conducted through Supplemental Services Agreements.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/27/2023

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

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

PRODUCER
Willis of New Jersey, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN 372305191 USA

CONTACT NAME: Willis Towers Watson Certificate Center
PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378
E-MAIL ADDRESS: certificates@willis.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Fireman's Fund Insurance Company	21873
INSURER B: American Automobile Insurance Company	21849
INSURER C: Lloyd's Syndicate 1886	C5136
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Mott MacDonald I&E, LLC
111 Wood Avenue South
Iselin, NJ 08830

COVERAGES

CERTIFICATE NUMBER: W28127146

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:	Y		USC016868220	06/30/2022	06/30/2023	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			SCV010281-22	06/30/2022	06/30/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							Comp/Coll	$ 1000
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [No] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		SCW022362-22	06/30/2022	06/30/2023	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Professional Liability			B080120388P22	06/30/2022	06/30/2023	Per Claim	$1,000,000
							Per Agg	$1,000,000

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

RE: ID_4663_501100488_Town of Wake Forest - On Call

The Town is included as an Additional Insured as respects to General Liability as per written contract or agreement.

CERTIFICATE HOLDER

Town of Wake Forest
301 S. Brooks Street
Wake Forest, NC 27587

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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GENERAL LIABILITY

The following General Liability Form/Endorsement(s) are amended to apply as shown:

Courtesy Notice of Cancellation for Other Than Nonpayment of Premium to Designated Entities (145977 01 11)

Name and Address of Person(s) or Organizations	Number of Days' Notice if other than 10 Days
ON FILE WITH CARRIER, AS REQUIRED BY WRITTEN CONTRACT AS PER CONTRACT AS PER CONTRACT, NJ 08830	30

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Courtesy Notice of Cancellation for Other Than Nonpayment of Premium to Designated Entities - 145977 01 11 Schedule

Name and Address of Person(s) or Organizations	Number of Days Notice if other than 10 Days:
As on File with Broker	60

(If no entry appears above, information required to complete this Endorsement will be shown in the Declarations as applicable to this Endorsement.) This policy is amended as follows:

A. If We cancel this policy prior to expiration for any reason other than non payment of premium or at Your request, and we have been notified that You are required under a current contractual obligation to notify a certificate of insurance holder or holders when this policy is canceled, then We will endeavor to mail or deliver a copy of such written notice of cancellation to the certificate holder(s) shown in the Schedule above, as follows:

   1. To the name and address corresponding to each certificate of insurance holder indicated in the Schedule above; and

   2. At least 10 days prior to the effective date of the cancellation, as shown in our notice to the first Named Insured, or, if indicated, the longer number of days notice shown in the Schedule above.

B. Notwithstanding the foregoing, such notice of cancellation is provided on an informational basis and solely to assist You in informing the certificate of insurance holder(s) in advance of pending cancellation in coverage to assist you in meeting Your contractual notice requirements to such parties. Our failure to provide such advance notification to the certificate of insurance holder(s) shown in the Schedule of this endorsement will not extend any policy cancellation date, negate any cancellation of the policy, or grant, alter or extend any rights or obligations under this policy and we shall have no liability for any failure to provide the notice(s) as provided herein.

All other terms and conditions of this policy remain unchanged

145977 1-11

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INSURER CANCELLATION TERMS

NAMED INSURED	POLICY NO.
See Page 1	SCW022362-22
	EFFECTIVE DATE **06/30/2022** SEE PAGE 1

Holder Name: See Page 1

Project:

Cancellation Terms:

Should any of the above described policies be cancelled before the expiration date thereof, the insurer will send 30 days notice of cancellation to the Certificate Holder, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

Cancellation Terms Apply to the Following Coverages:

Workers Compensation

Standard Matters

21. In relation to every **Standard Matter**:

    a. the **Assured** shall have the right itself to deal with the claim or circumstance;

        i. as long as the claim or circumstance remains a **Standard Matter**:

        ii. the **Assured** will investigate and defend that claim or circumstance at its own cost; and

        iii. the **Assured** shall be at liberty to settle the claim or circumstance at a sum not exceeding GBP 1,000,000 (including the costs, fees and expenses of investigating, defending and settling the matter) and the cost of such settlement shall reduce the Aggregate **Self-Insured Retention** and shall be applied as set out in clause 9. above.

Termination

22. If the **Assured** fails to pay the Premium or any instalment of Premium in accordance with the Premium Payment Clause LSW 3001 attached and fails to make good that failure in full within fifteen days of written demand from Insurers then Insurers may at any time thereafter before the Premium or relevant instalment has been paid, cancel this Agreement in accordance with LSW 3001.

23. In the event of cancellation under the preceding clause:

    a. Insurers shall remain on risk for claims made and circumstances notified before the cancellation became effective;

    b. the **Assured** shall remain liable for payment of part of the Premium on a pro rata basis for the period that Insurers are on risk; and

    c. the full Premium shall remain payable to Insurers and such Premium may be retained by them pending resolution of all claims and circumstances notified to Insurers before the date of termination whereupon that sum shall be returned to the **Assured** after deduction of a sum equal to (i) the costs incurred by Insurers in investigating defending and settling any claims or circumstances or (ii) (if greater) the sum calculated in accordance with clause 23.b.

    d. In respect of those companies of the **Assured** that are domiciled in the United States of America or Canada, Insurers agree to provide 30 days Notice of Cancellation to the employers and/or principals in respect of those contracts undertaken by such companies and which have been declared to Insurers

24. If any request for indemnity is made by the **Assured** and the same is fraudulent as regards the amount or otherwise then Insurers may terminate this Agreement by written notice to the **Assured** and by refunding to the **Assured** all the Premium previously paid to the Insurer in respect of this Agreement. Termination by virtue of this clause 24, shall

Attachment B - Hourly Rate Sheet

501100059 Wake Forest Billing Rates			
		2023 Rate	
	Office Overhead Rate	174.40%	
	Field Overhead Rate	148.18%	
	Cost of Capital	0.10%	
	Fee	9.00%	
Employee			
Name	Title	Raw Rate	Loaded Rate
Adam Gosselin	Principal - Construction	$105.80	$316.55
	CEI Tech 1	$28.78	$77.88
	CEI Tech 2	$31.66	$85.68
	CEI Tech 3	$34.83	$94.26
	CEI Tech 4	$39.40	$106.62
	CEI Tech 5	$44.13	$119.42
	CEI Project Engineer	$48.00	$129.90
David Pegram	Rail Construction PM	$48.42	$144.87
Aileen Mayhew	Principal - Planning	$78.18	$233.91
	Planner IV		$0.00
Scott Stevens	Principal Pavement Management	$85.09	$254.59
Tracy Pilson	Pavement Management PM	$49.50	$148.10
Greg Burns	Principal - Transportation	$98.21	$293.84
Travis Braswell	Principal - Traffic	$77.95	$233.22
Daniel Fowler	Engineer III	$39.03	$116.78
Janet Whetsone-Perez	Engineer IV	$50.49	$151.06
Meredith Van Dunn	Principal - Transportation	$83.15	$248.78
Katharine Mather	Planner IV	$43.33	$129.64
Ellen Holding	Graphic Designer	$51.07	$152.80

*Employee Rates are updated every January, Provided is as of 01/2023

**CEI Techs are billed at Field Overhead Rate

***Overhead rates were approved by NCDOT 7.29.2022

Board of Commissioners Agenda Item Report

Agenda Item No.: 2024-149-
Submitted by: Emma Linn
Submitting Department: Planning
Meeting Date: May 21, 2024

SUBJECT
Approval of Resolution authorizing the Town Manager to execute, on behalf of the Town of Wake Forest, the service contract for on-demand transit services provided by River North LLC (Via Transportation, Inc).

Recommendation:

Item Summary:

ATTACHMENTS
- 052124 BOC Agenda Summary.pdf
- Attachment A Redacted The Town of Wake Forest TaaS Service Order and MSA.pdf
- Attachment B Request for Proposal #2023-0011
- 052124 Resolution.docx

Agenda Item: Approval of Resolution authorizing the Town Manager to execute, on behalf of the Town of Wake Forest, the service contract for on-demand transit services provided by River North LLC (Via Transportation, Inc).

Summary: A Request for Proposals, RFP #2023-0011, was issued on November 16, 2023, and the Town received three responses by the published deadline. Based on the review of the RFP responses, the Town selected the highest ranked firm, River North LLC. Staff reviewed the scope of work and additional requested responses and is recommending that we engage with River North LLC to perform on-demand microtransit services.

The service order was presented at the Board of Commissioners Work Session on May 7th. Staff are requesting the Board to authorize the Town Manager to enter into a contract.

There is information included within the service order and MSA that have been redacted due to the proprietary nature of the information.

Attachments: Agenda Summary
Attachment A Redacted Town of Wake Forest TaaS Service Order and MSA
Attachment B Request for Proposal #2023-0011
Resolution

The Town of Wake Forest Transit as-a-Service (TAAS) SERVICE ORDER[1]

1. ***Purpose; Scope***

By this service order (the "**Order**"), River North Transit LLC ("River North"), a wholly owned subsidiary of Via Transportation, Inc. ("**Via**"), and The Town of Wake Forest ("**Customer**") agree to collaborate towards the initiation of Customer's demand response transit service in Wake Forest, North Carolina (as agreed upon by the parties during the planning and design stages of the Pilot) for 36 months following launch thereof, subject to extension by mutual agreement of the parties. This Order shall become effective on the date of the last signature of the parties on the signature page below.

In accordance with the Agreement, River North will provide Customer with technology and technology- enabled integration services (the "**Services**"), acting as a broker coordinating the services of third party service providers to effectuate the on-demand transit service (the "**Pilot**"). River North will contract with third party service providers to effectuate such integration, including with fleet managers, vehicle suppliers, driver partners, background check providers, customer service support agencies, a payment processor and insurance brokers and underwriters. River North's Services will include:

- Localization of a proprietary cloud-based dynamic vehicle routing and real-time passenger aggregation system;
- Access to the Via mobile rider application (iOS and Android) for individuals using the Customer's service ("**Riders**") to book and pay for rides through a smartphone;
- Access to booking via a dedicated phone line for Riders who do not have access to a smartphone;
- Access to the Via mobile driver application for drivers to route and service rides through a smartphone or tablet;
- Establish relationship with vehicle rental company ("**Vehicle Partner**") to provide access to vehicles on a rental basis to independent contractor driver partners ("**Driver Partners**") who shall provide transportation services;
- Accompanying technical and operational support service;
- Marketing and outreach initiatives as described herein; and
- Data sharing and reporting as described herein.

[1] All capitalized terms used but not defined herein shall have the meaning set forth in the Master Terms and Conditions for Transit as a Service between River North and Customer attached hereto as Exhibit B (the "**Terms**").

Conflicts between this Order and any other terms and conditions or written agreements between the parties shall be resolved in favor of this Order.

2. ***Duration, Launch Date, and Termination***

The duration of the Pilot shall last for a period of 36 months following the launch date (the "**Initial Term**"), subject to extension by mutual agreement of the parties on terms to be agreed (including any increase in monthly fees for additional months).

The Customer will provide written notice to proceed to River North at least 12 weeks prior to service launch. For the avoidance of doubt, notice to proceed can only be written by Customer once the contract and appendices (including the Order) are final and signed, and any necessary local and regulatory approvals have been received or registrations completed. Upon receipt of such written notice to proceed, River North will commence local preparation for launch ("**Launch Preparation Period**"). Service operation will begin on a mutually agreeable date, no earlier than October 1, 2024, unless River North and the Customer define an alternative mutually agreeable date in writing ("**Launch Date**").

Notwithstanding anything to the contrary in the Terms, at any time during the 30-day period beginning on the 12-month anniversary of the Launch Date, either party may terminate this Order without cause by providing 60 day's prior written notice to the other party.

3. ***Fees***

The Fees for the service described in this Order are:

The table below outlines the payment structure, in which Customer would be charged an upfront fee and an ongoing monthly fees based on vehicle hours used. All regulatory fees related to the service will be charged as a pass-through cost. The Pilot shall include a fleet of vehicles as described in Section 4, Service Parameters, subject to extension by mutual agreement of the parties on terms to be agreed (including any change in fees). The total contract value shall not exceed $2,420,245 for the 36-month contract term.

Wake Forest: Via Total Not-to-Exceed Contract Value

	Year 1		*Year 2*		*Year 3*		*Total 36 Months*
[redacted]							
Fixed (Upfront) Costs	N/A	$66,200	N/A	$0	N/A	$0	$66,200
Total Upfront Cost		***$66,200***		***$0***		***$0***	***$66,200***
[redacted]							
Total Not-to-Exceed Cost to Wake Forest		**$827,786**		**$784,450**		**$808,010**	**$2,420,245**

[redacted]

[redacted]

invoice basis. All fees set forth herein shall be payable by Customer on a net thirty basis. If River North does not receive timely payment, River North may charge the maximum monthly interest allowed by law or one percent, whichever is greater, suspend River North's performance and seek cost of collection.

River North will provide Customer with an invoice statement showing the calculation of the Monthly Subscription Fees incurred based on the actual number of vehicle hours that Driver Partners performed during that month in the form attached hereto as Exhibit A. The Customer hereby agrees that the sample invoice form set forth on Exhibit A is satisfactory to Customer, both in substance and format, and sufficient to process invoicing such that questions regarding invoice or invoice support format will not delay payment to River North. If Customer requires additional invoice support, River North can use best efforts to provide it, and additional costs may apply.

Should changes in applicable federal, state or local law result in a significant change in River North's costs, River North or Customer may opt to renegotiate the ongoing monthly fees. Should changes in applicable market dynamics result in an increase in River North's cost per hour of 10% or more to any of the following categories, compared to costs at the time of contract signing, River North may amend the ongoing on-demand vehicle hour rate accordingly:

- Labor (driver pay)
- Vehicle rental
- Fuel

Should River North elect to adjust the per vehicle hour rate, supporting documentation of the relevant cost increases will be provided to Customer, and the contract will be amended to reflect the new Fee structure and per vehicle hour rate so that, at the discretion of the Customer, either:

1. The total not-to-exceed contract value is adjusted such that the total not-to-exceed number of vehicle hours remains unchanged, or
2. The total not-to-exceed number of vehicle hours is adjusted such that the total not-to-exceed contract value remains unchanged.

Fare Revenue

Customer shall set collect and own all revenue from service fares, net of service fees, starting upon launch of the Pilot.

[redacted]

4. ***Service Parameters***

River North will provide access to a platform service (the "**Platform**") through which Riders will be able to book and pay for rides on a shared and on-demand basis; and dedicated vehicles will be offered by the Vehicle Provider to Driver Partners on a rental basis.

- **Geographic Coverage Zone:** Approximately 23 square miles coverage zone Wake Forest, North Carolina.
- **Service Days/Hours:** Monday through Thursday, 6am to 9:30pm, Friday 6am to 10:30pm, Saturday 8am to 10:30pm
- **Rider Fare:** The rider fare will be free initially. The rider fare may be amended at any time by mutual agreement between Customer and River North.
- **Payment:** River North will ensure acceptance of Rider payment through the app via credit cards and pre-paid debit cards.
- **Vehicle Fleet:** The Vehicle Provider will offer a fleet of up to 3 branded, licensed and insured vehicles, including 1 Wheelchair Accessible Vehicles (WAV) to be made available to independent contractor Driver Partners, who will be able to gain access to these vehicles after being registered onto the Platform. If the branded vehicle fleet is not sufficient to meet service requirements for any reason, River North has the flexibility to supplement the fleet with a temporary fleet that would include other makes and models, to be deployed for temporary short term periods, as necessary in order to increase the supply of vehicle hours. Such may be unwrapped and identified by magnets.
- **Special Events:** River North and the Customer will work collaboratively to procure additional vehicles for special events that would benefit from a temporary increase in the fleet. Customer will notify River North at least 4 weeks in advance of the special event and provide a detailed description of the anticipated service hours and fleet requirements. River North will prepare a temporary service expansion proposal to be reviewed by the Customer and mutually agreed. In order to facilitate the temporary increase, River North's hourly costs may be greater than those underlying the original quoted hourly rate (for example, in order to offer additional driver incentives), and River North will be entitled to increase the per vehicle hour fee up to a maximum 50% markup of the applicable hourly fee. Fees for special events will be invoiced and paid for separate from the do-not-exceed total for standard service hours described in Section 3.

River North will ensure the execution of the necessary registrations and licensing to perform the Services, with the cooperation and assistance of the Customer.

Parking: Customer shall identify and make available a depot or parking lot with ample overnight parking for the dedicated fleet. The depot/lot must be in a safe and lighted area inside the boundaries of the service zone.

5. ***Project Team & Governance***

River North will be responsible for the integration of all relevant elements of the Pilot on a continuous basis during the course of the Pilot and will designate a project manager for this purpose (the "River North Project Manager") who will lead River North's Project Team. Customer will designate a project manager to be the primary point of contact with River North throughout the duration of the Pilot (the "Customer Project Manager"). The River North Project Manager will be in regular contact with the Customer Project Manager through informal and scheduled project meetings.

The River North Project Manager will be empowered to enact day-to-day decisions related to the Services and will serve as the primary point of contact with the Customer Project Manager on an ongoing basis. The River North Project Manager will appoint members to the Project Team to assist in the integration of the various elements of the Pilot, to include personnel with expertise in service scoping, independent contractor driver outreach and registration to the Platform, fleet maintenance procurement, marketing, and data analytics. For the avoidance of doubt, the River North Project Manager will have no power to serve notice or amend the Agreement, or this Order.

Leading up to the launch of, and during the course of the Pilot, River North's Project Team, led by the River North Project Manager, will liaise with the Customer Project Manager over the key deliverables of this Order and to endeavor to maximize ongoing service optimization.

6. ***Driver Partner Registration & Supply Management***

River North will source Driver Partners to provide transportation services to Customer through the Platform. River North will engage in a good faith effort to register Wake Forest residents as Driver Partners.

River North will ensure that Driver Partners have appropriate licenses, permits, and insurance required for the type of vehicles being operated. As part of Driver Partner registration for access to the Platform, all Driver Partners will be introduced to River North with the following areas covered: familiarization with the Pilot service areas; hours of service; Customer's expectations; use of the Driver App; and reporting incidents and delays in service.

River North will be responsible for ensuring that there is adequate driver supply for each service zone within designated hours to meet demand with optimal quality of service, given constraints.

7. ***Rider and Driver Partner Support***

River North will ensure the provision of customer service and support for Driver Partners and Riders on issues that arise in connection with use of the Platform.

Following each ride, the Rider will be prompted to submit a ride rating with feedback in the app. If an issue arises for a Rider or Driver Partner before, during, or after a ride, these parties will be

able to reach customer support staff by phone, or by submitting an email ticket, which will be replied to promptly by such customer support staff through Via's global consolidated queues.

8. ***Marketing, Promotions, & Press***

River North shall work closely with Customer to determine a unified marketing and promotional program that increases community awareness of the service and maximizes its success.

The Pilot, including the rider app will be co-branded as "powered by Via". The "powered by Via" banner must be used only in the exact format provided by River North, and will be prominent on all assets promoting the Pilot, including (but not limited to) printed collateral, digital materials, websites, and any vehicle wraps. The "powered by Via" banner will have equal prominence on all marketing materials to any additional partner logos or trademarks. River North may provide pre-approved brand assets and guidelines that must be complied with in all marketing communications distributed by the Customer.

All Customer-developed content that pertains to Via's brand, technology, and operations must be reviewed and approved in writing (i.e. email) by River North before distribution. A minimum of five business days review time must be provided in advance to River North for its review.

River North shall provide marketing strategy for the Pilot, including the following activities and tactics:

- Develop a marketing plan to guide the overall strategy and tactics to drive Rider awareness, acquisition, and growth.
- Design key marketing collateral (print and digital).
- Design vehicle branding/graphics in coordination with the Customer.
- Create virality by providing an intuitive and frictionless referral program with customizable incentive structures that creates opportunities for Riders to become the service's biggest ambassadors.
- Develop street marketing programs to effectively drive hyper-local awareness of the service.
- Collaborate with Customer's communications team to manage digital marketing campaigns to build awareness and drive service adoption
- Propose and implement in-app promotional programs to drive Rider activation, retention, growth.
- Customer shall assist with the execution of the marketing plan and promotion of the Platform to Riders, and will coordinate closely with River North in all respects, including the following activities:
    - Develop a media relations plan to drive publicity for the service unique to this area, including a press release and kick-off event that is planned in conjunction with River North. All key project messaging used for public relations purposes is to be developed in collaboration with River North. Any media announcement on

the Pilot will be made available for River North's review and approval prior to the Launch Date.
    - Implement community outreach plan by meeting with key organizations and community members ahead of Launch Date and throughout the duration of Pilot to educate, build awareness, and garner support for the service.
    - Engage with local city leaders and politicians; request support in reaching out to their communities through their own communication channels.

The Customer shall provide River North with a detailed marketing plan for any portions of marketing that the Customer is leading at least 4 weeks before the launch of the service. River North and Customer will work collaboratively to refine the plan as needed. For the avoidance of doubt, River North will have the flexibility to execute similar marketing initiatives as the Customer at its own expense. In such cases, River North will coordinate with the Customer in advance.

9. ***Data Sharing & Reporting***

River North will share data from the Pilot as set forth in Appendix 1 (the "Pilot Data"). The Pilot Data shall be made available in formatted numerical and graphical reports.

For the avoidance of doubt, the information above constitutes proprietary trade secrets of River North and Via, and shall be subject to the confidentiality obligations set forth in the Agreement.

[*Remainder of page intentionally left blank. Signature page follows.*]

Appendix 1 to Service Order

Data Sharing

Authorized Users - Contract

The below exhibit sets forth the members of the Customer's "Core Team" who are designated authorized users of the Via Solution and Pilot Data. Any usage beyond the members of the Core Team would be in violation of the confidentiality provisions in the Terms.

Exhibit 1.

Core Team	
Title	Name
Planning Director Long Range Planning Manager Long Range Planner II	Courtney Tanner Brad West Emma Linn

Data Sharing Plan - Appendix

[redacted]

[redacted]

[redacted]

Exhibit A
Invoice and Data Backup

CONFIDENTIAL

Invoice

Date

River North Transit LLC

Invoice #

114 5th Ave, Fl. 17
New York, NY 10011
United States

Terms **Net 30**
Due Date
PO #
Billing Period

Bill To

The Town of Wake Forest
301 S. Brooks Street
Wake Forest, NC 27587

Description	Rate	Quantity	Amount
Total Vehicle Hours			

Total

[redacted]

[redacted]

[redacted]

Town of Wake Forest - Vehicle Hours Support

Support for all invoicing shall be provided using the template below. The table shall include vehicle hours and corresponding vehicle ID per vehicle for each day of the month in which the deployment and such vehicle is in service. This template is standard and will contain the information shown: Sample Vehicle Hours Support File.

EXHIBIT B
MASTER TERMS AND CONDITIONS FOR TRANSIT AS A SERVICE

THESE MASTER TERMS AND CONDITIONS FOR TRANSIT AS A SERVICE (these "**Terms and Conditions**" or this "**Agreement**") are entered into as of the effective date designated on the signature page of The Town of Wake Forest Transit as-a-Service (TAAS) SERVICE ORDER (the "**Effective Date**") between River North Transit LLC, a Delaware limited liability company with its principal office located at 114 5th Ave., 17th Floor, New York, NY 10011 (**"Service Provider**"), and the Town of Wake Forest, with its principal office located at 301 S. Brooks St., Wake Forest, NC 27587, ("**Customer**"). Defined terms have the meaning given to them in Section 14 or in the Section in which they first appear.

1. BACKGROUND AND PURPOSE.

1.1 Via Background. Via Transportation, Inc. ("**Via**"), the parent company of Service Provider, is the developer and owner of a proprietary technology platform and certain related systems and methods used to establish, monitor, operate and/or manage on-demand transit networks (the "**Via Solution**") that it uses to provide customers with technology and technology enabled integration services, acting as a broker coordinating the services of third party service providers to effectuate public or private transportation networks (collectively, the "**Services**").

1.2 Purpose; Ordering. The purpose of these Terms and Conditions is to provide a framework under which Service Provider will provide to Customer the Services. These Terms and Conditions shall govern the provision of Services by Service Provider to Customer as described in the service order attached hereto and any other service order signed by Service Provider and Customer (each, an "**Order**").

2. THE SERVICES.

2.1 The Services.

(a) The Services. Pursuant to one or more Orders, the parties intend that Service Provider shall provide the Services described in such Order. In some cases, Services will require a more comprehensive description than that contained in the applicable Order. If that is the case, the parties will enter into a mutually agreed statement of work and attach it to the applicable Order (each, a "**Statement of Work**" or "**SOW**"). Each Order or SOW, as needed, will set forth the particulars of the Services for each city or locality in which Customer intends to operate the Via Solution in connection with the Service, as specified in the Order.

(b) Additional Services. From time-to-time Customer may desire to engage Service Provider to perform additional services, such as development of product features and/or services directly related to the Via Solution which fall outside the scope of the Services. In such cases, the parties will negotiate toward potential execution of such SOWs as are jointly determined to be appropriate. All such services described in this Section 2.1(b) are referred to collectively as, the "**Additional Services**". The Parties shall agree upon a blended hourly rate for Service Provider to bill Customer for performing such Additional Services under the relevant SOW. Service Provider shall consider proposals for such Additional Services in good faith but is under no obligation to perform the Additional Services if an SOW cannot be agreed upon with Customer.

(c) General Terms. All references to Orders include their SOWs. Service Provider shall provide the Services to the Customer in accordance with the relevant Order beginning on the Effective Date and continuing throughout the Term, in accordance with the terms of this Agreement. The Services to be delivered to the Customer are set forth in the relevant Order as may be amended through written agreement between Service Provider and the Customer from time to time during the Term. All Services to be performed by Service Provider shall be in accordance with the applicable Order executed by Service Provider and the Customer and Service Provider's obligations under Section 9.1 (Regulatory Compliance). Service Provider's provision of the Services requires such reasonable and timely cooperation as Service Provider may require of the Customer, including access to the Customer's information, personnel, and/or systems, and Service Provider shall not be responsible for any failures or delays caused by the Customer's failure to so cooperate or any inaccurate information provided by or on behalf of the Customer. Unless an Order

has different acceptance terms, Customer will accept the Services and any resulting deliverables upon payment or fifteen (15) days after their performance, whichever occurs first, and may not withhold, condition, or delay payment or acceptance after that time.

(d) **Relationship Management**. The Customer Manager and Service Provider Manager named in an Order shall assume operational responsibility for that Order. Changes to the scope of an existing Order or SOW (including changes to any deliverables) require mutual written consent of the parties.

3. INTELLECTUAL PROPERTY AND RELATED RIGHTS.

3.1 **The Via Solution.** No exchange of or license to intellectual property rights is contemplated hereunder. For the avoidance of doubt, as between Customer and Service Provider hereunder, all Intellectual Property Rights ("**IPRs**" as defined in Section 14) in and to the Via Solution and all of their derivative works and improvements are owned by, and are proprietary to Via. No right, title or interest in or to the Via Solution or any portion thereof is or shall be granted or transferred to Customer under this Agreement, whether by license or otherwise; and Customer acknowledges and agrees that it shall have no right to use, reproduce, distribute, sublicense, modify or otherwise provide to third parties, the Via Solution, in whole or in part.

3.2 **Rider Data.** As between Customer and Service Provider, all IPR in and to Rider Data are owned by Service Provider. Service Provider shall be responsible for displaying a privacy policy to Riders. Service Provider shall provide data reporting as set forth in the Order.

3.3 **Rights to Marks.** As between them hereunder, each party is and shall continue to be the exclusive owner of all IPR in and to their respective Marks. To the extent the parties have agreed that one party requires the use of the other party's Marks in connection with performance under an Order, such Order shall be deemed to contain a grant of license (or sublicense, as applicable) to such party's Marks sufficient to allow full performance under such Order. In addition, Service Provider shall have the right to use Customer's Marks in accordance with Section 11. In the event that Customer uses Via's Marks in a way that causes material reputational harm to Via's brand, Via reserves the right to withdraw Customer's use of the Via Marks from the Service.

3.4 **Independent Activities.** The Customer acknowledges that Service Provider is in the business of performing services similar to the Services for third parties and that, subject to its confidentiality obligations hereunder, nothing herein prevents Service Provider from continuing to engage in the performance of such services and related independent activities.

4. FEES, TAXES, EXPENSES AND PAYMENTS.

The fees for Services purchased (the "**Fees**") together with the schedule of payments and any additional payment information are listed in each applicable Order. Unless otherwise stated in the Order, all Fees will be payable by Customer within fifteen (15) days of receipt of invoice. Customer's obligation to pay under any one Order is not contingent on Customer entering into, or Service Provider performing under, any other Order now or in the future. Fees do not include applicable taxes (including sales, use, value-added, or excise taxes) or government charges all of which are payable by Customer (excluding taxes on Service Provider's income), nor do they include expenses Service Provider may incur for Customer's direct benefit, which will be incurred in accordance with Customer's applicable expense-reimbursement policies, if so requested. Sales or value-added taxes or similar governmental charges associated with the provision of any Services (excluding taxes on Service Provider's income) will be separately stated on the relevant invoice and shall be paid by Customer in accordance with this Section 4. If Service Provider does not receive timely payment, Service Provider may charge the maximum monthly interest allowed by law or one percent, whichever is greater, suspend Service Provider's performance and seek cost of collection, including reasonable attorneys' fees. If Customer disputes invoiced amounts, Customer must submit disputes to Service Provider in writing within ten (10) business days of the date the invoice originally was due, otherwise it will be final and non-refundable.

5. TERM AND TERMINATION.

5.1 Term; Duration of Right to Place Orders. The Customer's right to enter into Orders under these Terms and Conditions commences on the Effective Date and continues, unless earlier terminated pursuant to this Section 5, for so long as at least one Order remains continuously in effect (the "**Term**").

5.2 Termination.

(a) If an obligation under this Agreement or an Order is materially breached, the non-breaching party may provide written notice specifying the nature of the breach and the breaching party will have thirty (30) days from receipt of notice to cure. If not so cured, the non-breaching party may terminate the applicable Order or Orders affected by the breach by providing a second written notice of immediate termination. In addition, all Orders, including all Services under them, shall terminate automatically and immediately upon either party's insolvency or any attempt by either party to obtain protection from creditors or wind down operations, unless otherwise agreed by the opposing party in a written notice.

(b) If an Order is terminated by either party or expires pursuant to its terms, then Customer must pay any outstanding amounts due to Service Provider, and all copies and embodiments of Service Provider's Confidential Information (including the Via Solution) must be returned. Unless an Agreement is terminated by Customer under this Section 5 as a result of Service Provider's uncured material breach, no expiration or termination of this Agreement will affect Customer's obligation to pay for Service Provider's non-cancelable obligations to third parties on behalf of or benefitting Customer, all of which will remain due and payable by Customer in accordance with the terms of the applicable Order. The notification by either party of its intent to terminate this Agreement and/or any Orders does not relieve either party of any obligations that have accrued on or before the date on which termination becomes effective.

6. CONFIDENTIALITY AND DATA SECURITY.

6.1 Confidentiality.

(a) Non-Disclosure Obligations. Confidential Information may be provided or disclosed by one party (the "**Disclosing Party**") orally, in writing or in graphical, machine-readable or other form to the other party (the "**Receiving Party**"). The Receiving Party shall hold the Confidential Information in confidence and shall not make any use or disclosure of the Confidential Information to any individual or entity during the Term and thereafter without the express written consent of the Disclosing Party in each instance, except to the extent that those of the Receiving Party's employees, service providers, legal and financial advisors, and individual independent contractors who are bound to substantially similar obligations of confidentiality as set forth herein and have a need to know the Confidential Information so disclosed. The Receiving Party shall handle all Confidential Information received with the same degree of care as it uses to maintain the confidentiality of its own confidential information, which shall in no event be less than reasonable care. As between the parties, all Confidential Information shall remain the sole and exclusive property of the Disclosing Party and other than the licenses expressly granted in this Agreement or another agreement between the parties, no disclosure or permitted use of the Confidential Information under this Agreement shall be construed as the grant of any right, title or interest, by license or otherwise, in or to the Confidential Information. The remedy at law for breach or threatened breach of this Section 6.1 shall be inadequate, and in addition to any other remedy available, the non-breaching party shall be entitled to seek injunctive relief. In the event that Customer receives a request for Service Provider's Confidential Information, including this Agreement and the terms and conditions contained herein, under the Freedom of Information Act ("**FOIA**") or any similar law, Customer agrees to provide Service Provider timely notice of such a request and to assist Service Provider in seeking to protect its Confidential Information under any applicable exemption for trade secrets, to the extent possible under Applicable Law.

(b) Exclusions. The Receiving Party shall have no obligation under Section 6.1 with respect to any Confidential Information disclosed to it which: (i) the Receiving Party can demonstrate was already known to it at the time of its receipt hereunder; (ii) is or becomes generally available to the public other than by means of breach of these Terms and Conditions or any other agreement any party may have with the Disclosing Party; (iii) is independently obtained from a third party (other than any authorized recipient) whose disclosure to the Receiving Party does not violate a duty of confidentiality and does not require further restrictions on such disclosure; or (iv) is independently developed by or on behalf of the Receiving Party without use of, reference to or reliance on any Confidential Information of the Disclosing Party, and such independent development can be reasonably evidenced by the Receiving Party. In addition, the Receiving Party may make disclosure of Confidential Information in a judicial, legislative, or administrative

investigation or proceeding or to a government or other regulatory agency; provided that, to the extent permitted by, and practicable under, the circumstances, the Receiving Party shall provide to Disclosing Party prior written notice of the intended disclosure to enable the Disclosing Party the reasonable opportunity to contest or limit such disclosure or, if prior written notice is not permitted or practicable under the circumstances, prompt notice of such disclosure.

7. INDEMNIFICATION.

To the extent permitted by law, Service Provider agrees to defend, pay on behalf of, indemnify, and hold-harmless Customer, 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 Customer, 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, in each case to the extent resulting from the gross negligence of Service Provider in providing the Services.

8. WARRANTIES; LIMITATION OF LIABILITY; INSURANCE.

8.1 Warranties. Service Provider warrants that: (a) from the Effective Date until the expiry or termination of this Agreement, the Services will comply in all material respects with this Agreement and with the relevant Order or SOW; (b) the Services will be carried out in a competent and professional manner. In the event the Services fail to perform as warranted in this Section 8.1, Service Provider shall use commercially reasonable to promptly correct any such failure of the Services.

8.2 Disclaimers. WITHOUT PREJUDICE TO SECTION 8.1 AND TO THE MAXIMUM EXTENT PERMITTED BY LAW: (a) EACH PARTY EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY (INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR PURPOSE AND NON-INFRINGEMENT); AND (b) SERVICE PROVIDER DOES NOT WARRANT THAT THE VIA SOLUTION MEETS CUSTOMER'S REQUIREMENTS, OPERATES WITHOUT INTERRUPTION, OR IS ERROR FREE. Notwithstanding anything to the contrary express or implied in this Section 8, Section 7 or elsewhere in this Agreement, Service Provider shall have no liability to Customer or any Rider (including no duty to defend, indemnify or hold Customer harmless) for any Customer Incident where "**Customer Incident**" means any accident, incident or other situation involving any Rider (unless such Customer Incident is the result of Service Provider's gross negligence or willful misconduct), or any accidents, hazards, or dangers that exist on Customer's property.

8.3 Limits on and Exclusions from Liability. NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, RELIANCE, OR PUNITIVE DAMAGES OR LOST OR IMPUTED PROFITS OR LOST DATA EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OTHER THAN WITH RESPECT TO FEES PAID OR PAYABLE BY CUSTOMER EACH PARTY'S TOTAL LIABILITY FOR ALL CLAIMS ARISING IN CONNECTION WITH ALL AGREEMENTS WILL BE LIMITED TO DIRECT DAMAGES IN AN AMOUNT EQUIVALENT TO THE FEES PAID OR PAYABLE TO SERVICE PROVIDER WITH RESPECT TO THE SERVICES PROVIDED HEREUNDER. Customer must bring all claims and causes of action within six (6) months of their being discovered or one (1) year after expiration or termination of the Order out of which the claim arises, whichever occurs first. The limitations and exclusions in this Section 8.3 apply to all claims or causes of action under whatever theory brought and regardless of whether a party was advised of the possibility of the claim.

8.4 Insurance. Service Provider agrees to maintain, on a primary basis and at it's sole expense, at all times during the life of this Agreement the following coverages and limits. The requirements contained herein, as well as Customer's review or acceptance of insurance maintained by Service Provider is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Service Provider under this Agreement:

Workers' Compensation Insurance – Service Provider agrees to maintain Worker's Compensation Insurance in accordance with North Carolina General Statute Chapter 97 and with limits of no less than $1,000,000 each accident, each employee and policy limit.

Commercial General Liability - Combined single limit of no less than $1,000,000 each occurrence and $2,000,000 aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

Commercial Automobile Liability - Limits of no less than $500,000 Combined Single Limit. Coverage shall include liability for Owned, Non-Owned and Hired automobiles. In the event Service Provider does not

own automobiles, Service Provider agrees to maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Auto Liability policy. Automobile coverage is only necessary if vehicles are used in the provision of services under this Agreement and/or are brought on a Customer site.

Additional Insured – Service Provider agrees to endorse the Customer as an Additional Insured on the Commercial General Liability.

Umbrella or Excess Liability – Service Provider may satisfy the minimum liability limits required above under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability, however, the annual aggregate limits shall not be less than the highest 'Each Occurrence' limit for required policies.

Professional Liability - Limits of no less than $1,000,000 each claim. This coverage is only necessary for professional services such as engineering, architecture or when otherwise required by the Customer.

Customer reserves the right to require a Certificate of Insurance meeting the minimum coverage and requirements of this section. If Service Provider receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Service Provider agrees to promptly notify the Customer with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. The Certificate Holder address should read:

Town of Wake Forest
301 S. Brooks Street
Wake Forest, NC 27587

All insurance companies must be authorized to do business in North Carolina and be acceptable to Customer's Risk Manager. Customer may decrease or waive insurance limits at its sole discretion.

9. REGULATORY COMPLIANCE.

9.1 **Service Provider's Obligations**. Service Provider shall at all times carry out and provide the Services in compliance with all Applicable Laws. For any change in the Services required by a change in Applicable Laws, Service Provider shall mitigate the adverse effects of such change including minimization of increase in costs of the Services arising therefrom. Without prejudice to the rest of this Section 9, Service Provider shall use commercially reasonable efforts to minimise any disruption caused by any changes in Applicable Laws introduced pursuant to this Section 9. The Customer acknowledges and agrees that the Services hereunder do not include, and neither party intends that they be construed as including, any legal, financial, tax or compliance advisory services with respect to the Transportation Laws.

9.2 **Customer's Obligations**. The Customer shall comply with all Applicable Laws. Customer shall monitor and identify changes in Applicable Laws (in any jurisdictions in which Service Provider provides the Services on Customer's behalf) which would impact the use of the Services by the end-users and: (a) make such modifications to its internal processes and operations as it deems necessary to remain compliant with such change in Applicable Laws; and (b) promptly notify Service Provider thereof so that the Customer Manager and Service Provider Manager may discuss any changes to the Services required for on-going compliance.

9.3 **Export Laws**. The parties do not intend to import or export products to one another or any third party under any Agreement. Neither party shall export or re-export the Via Solution to countries subject to U.S. government embargo (as designated by the Office of Foreign Asset Control of the Treasury Department) and persons listed on the prohibited persons list maintained by the Bureau of Industry and Security of the Department of Commerce.

9.4 **Anti-Bribery Laws**. The Parties shall comply with all applicable anti-bribery Applicable Laws in connection with their respective performance under this Agreement.

9.5 **Consents; Permits**. Service Provider shall obtain all governmental registrations, licenses, permits, approvals and certifications required by Applicable Laws for the performance of the Services hereunder and shall pay all governmental fees associated therewith. Customer shall obtain all governmental registrations, licenses, permits, approvals and certifications required by Applicable Laws in connection with this Agreement (including each Order), as necessary to operate the transport network, and shall pay all governmental fees associated therewith. Customer also shall obtain from its third party vendors, licensors, supply-chain partners, clients, customers, distributors or similar parties, any authorization or consent necessary for Service Provider to access or utilize the goods, services (including software or other

proprietary materials), property or facilities of such parties if necessary for Service Provider's performance of the Services.

10. ASSIGNMENT.

Customer may not assign or transfer these Terms and Conditions and/or any Order unless Customer makes a request in writing in advance and Service Provider consents in writing. Service Provider may require Customer and the proposed assignee/transferee to agree to additional terms or pay additional fees. Any change of control of Customer shall be deemed to constitute a prohibited assignment for the purposes hereof.

11. MISCELLANEOUS.

These Terms and Conditions and each Order may be signed in separate counterparts deemed to be one instrument. The parties agree and acknowledge that signatures transmitted electronically, whether sent via facsimile or as attached files to electronic mail messages (*e.g.*, in .pdf format), shall be acceptable to bind the parties. All notices must be sent by certified mail or overnight courier to the address specified for each party and deemed given three (3) business days after sending. The prevailing party in any dispute is entitled to the recovery of reasonable legal fees and expenses. Failures in performance beyond a party's reasonable control are excused. Unenforceable provisions will be reformed to permit enforceability with maximum effect to the original intent. Waiver of a breach is not waiver of other or later breaches. Nothing in an Agreement is intended to create an agency, partnership, joint venture, or franchise between the parties and except as may be expressly stated in an Order, neither party has the authority to act in the name or on behalf of or otherwise to bind the other. In performing its obligations under this Agreement, each party is acting as an independent contractor of the other and is solely responsible for the supervision, daily direction, and control of its own employees and for the payment of their salaries and benefits and related compensation. Service Provider may issue a press release or make other public announcements concerning these Terms and Conditions and/or Orders and may use Customer's Marks in its marketing materials and on its website in a manner consistent with Customer's communications policies (to the extent made available to Service Provider) but in all events reasonably. Customer shall, upon Service Provider's request, use commercially reasonable efforts to provide comments with respect to the collaboration hereunder that Service Provider can quote in its press release. Except as expressly set forth herein, there are no other third-party beneficiaries of this Agreement.

12. COOPERATIVE PROCUREMENT.

To the extent permitted by applicable law and as additional consideration for this Agreement, Service Provider agrees to extend an option to purchase any Services covered under the Agreement under the same terms and conditions set forth herein, as well as any additional terms and conditions specific to their local requirements upon mutual agreement between the parties, to any other agency or municipality that has entered into a cooperative purchasing agreement or similar arrangement with Agreement (collectively, such other agencies are referred to herein as "Contracting Members"). Each Contracting Member shall negotiate its own pricing terms and execute its own contract with Service Provider.

13. ENTIRE AGREEMENT AND SURVIVAL.

These Terms and Conditions, the Town of Wake Forest Miscellaneous Terms incorporated herein as Exhibit A, and each Order (including any SOW) are the entire Agreement between the parties with respect to the Via Solution and Services under them and supersede all previous or contemporaneous written and verbal agreements or proposals relating to the same subject matter, and cannot be modified except by written agreement referencing the specific provisions modified. Conflicts between these Terms and Conditions and an Order (including any SOW) with respect to amounts or timing of payments will be resolved in favor of the Order. All other conflicts will be resolved in favor of these Terms and Conditions, including in the event of a conflict with Customer's general conditions. If Customer's procurement processes require use of an internal purchase order neither it nor its terms shall supersede, replace, or amend this Agreement. Sections 3, 5.1, 6, 8.2 and 8.3 each shall each survive expiration or termination of this Agreement.

14. DEFINITIONS

"**AAA**" is defined in Section **Error! Reference source not found.**.

"**Additional Services**" is defined in Section 2.1(b).

"**Affiliate**" means, with respect to any specified entity, any entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, the entity specified.

"**Agreement**" is defined in the preamble.

"**Applicable Law**" means (i) any statute, statutory instrument or any other legislative instrument having the force of law; and (ii) any applicable judgment of a relevant court of law which is a binding precedent, in each case in force at any time during the Term.

"**Confidential Information**" means information, data or materials in either tangible or intangible form that are trade secrets of, or proprietary and confidential to the Disclosing Party or its clients or business partners, including as may be so designated by statute, regulation or common law including by the form of the Uniform Trade Secrets Act and privacy laws adopted under applicable law, or which are marked as "Confidential" or which, by their nature and the context of their disclosure, should reasonably be known to be confidential.

"**Control**" means, with respect to any entity, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity, whether through the ownership of voting securities (or other ownership interest), by contract or otherwise.

"**Customer Incident**" is defined in Section 8.2.

"**Disclosing Party**" is defined in Section 6.1(a).

"**Export Laws**" means the Export Administration Regulations, 15 C.F.R. §§730-774, the International Traffic in Arms Regulations, 22 C.F.R. Parts 120-130, and sanctions programs implemented by the Office of Foreign Assets Control of the U.S. Department of the Treasury and all similar laws or regulations in each applicable jurisdiction and any amendments or replacements therefor.

"**Fees**" is defined in Section 4.

"**IPR**" or Intellectual Property Rights ("**IPR**") means rights in and in relation to Confidential Information, all right, title and interest in and including all registered designs, design rights, copyright rights and neighboring rights (including rights in elements of layout or design), database rights, algorithms, utility models, patent rights (including rights under all patent applications, patents, letters patent, supplementary patent certificates, inventor's certificates, continued prosecution applications, reissues, continuations, continuations-in-part, divisions, substitutes, extensions, requests for continued examination, and other similar filings or stages thereof), rights in and in relation to inventions (whether or not patentable), domain names, trade marks, service marks, trade and business names, logos and trademark rights, as well as all proprietary rights (including trade secrets), Know How, and moral rights (including the rights of authorship and attribution and subsequent modification), all rights or forms of protection having an equivalent or similar nature anywhere in the world, whether enforceable, registered, unregistered or registrable (including, where applicable, all applications for registration) and whether or not evidenced by certificates, applications or registrations therefor, and whether granted provisionally or permanently, or upon initial issuance or upon reissue, re-examination, division, extension, in continuation, or in continuation-in-part, and at all times further including all goodwill associated with all such rights.

"**Know How**" means all unpatented, secret, substantial and identified know how, expertise, technical, operational or other information including all related ideas, concepts, methods, inventions, discoveries, data, formulae, processes, methods, techniques and specifications.

"**Losses**" means all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

"**Marks**" means any word, name, symbol, logo, font, or device or any combination thereof, used to identify and distinguish goods or services from another source, including trademarks (both registered and unregistered), domain names and trade dress.

"**Order**" is defined in Section 1.2.

"**Riders**" means actual or prospective riders of the Customer's transportation network.

"**Rider Data**" means all data that is input by or on behalf of Riders into the Via Solution. Portions of the Rider Data may include personally identifiable information.

"**Receiving Party**" is defined in Section 6.1(a).

"**Services**" is defined in Section 1.1.

"**Term**" is defined in Section 5.1.

"**Transportation Laws**" means any applicable law to which operators and owners of vehicles, employer of vehicle operators, and transportation service providers are required to adhere.

"**Via Solution**" is defined in Section 1.1.

TOWN of
WAKE FOREST

Miscellaneous Terms and Conditions

CONTRACTOR: **River North Transit LLC** _____

SUBJECT OF CONTRACT: ___**Microtransit software and operations**__

DATE/TERM OF CONTRACT: _____

DEPARTMENT: _____

(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) Town Policy. THE TOWN OPPOSES DISCRIMINATION ON THE BASIS OF RACE AND SEX AND URGES ALL OF ITS CONTRACTORS TO PROVIDE A FAIR OPPORTUNITY FOR MINORITIES AND WOMEN TO PARTICIPATE IN THEIR WORK FORCE AND AS SUBCONTRACTORS AND VENDORS UNDER CITY CONTRACTS.

(h) 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.

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

(j) 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.

(k) 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.

(l) 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.

(m) 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.

(n) 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.

(o) Quality and Workmanship. All work performed and/or services rendered shall be performed to the satisfaction of the Town of Wake Forest. 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.

(p) 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.

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

(r) 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.

(s) 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.

(t) 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.

(u) Conflict of Interest. If this is a contract for design, engineering, contract administration or similar services, the Contractor will not enter into contracts or agreements with third parties that may present a potential for conflict of interest between the Town of Wake Forest and the third parties regarding the subject matter of this Contract or Agreement.

(v) Public Record. This Contract or Agreement is subject to the public records laws of the State of North Carolina.

(w) Miscellaneous Provision. In the event of any inconsistency, conflict, or ambiguity between these miscellaneous terms and conditions and other associated contract documents, the parties agree that the terms and conditions of this document shall prevail.

TOWN *of*
WAKE FOREST

REQUEST FOR PROPOSALS (RFP #2023-0011)

for the

SOUTHERN WAKE FOREST MICROTRANSIT OPERATIONS

DATE ISSUED
Thursday, November 16, 2023

QUESTIONS AND CLARIFICATIONS DUE DATE
Thursday, November 30, 2023
12:00 p.m.

DUE DATE
Friday, December 15, 2023
2:00 p.m.

E-Mail Address for Questions, Clarifications, and Submittal
elinn@wakeforestnc.gov

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Notice

The Town of Wake Forest (as referred to as "the Town" or "Wake Forest") is soliciting Requests for Proposals from agency(s) or firm(s) to provide a microtransit service for the Town of Wake Forest as identified by the adopted 2023 Wake Forest Public Transit Plan.

The agency(s) or firm(s) will provide a logistical strategy for a successful microtransit system, and an operational strategy that provides a turnkey implementation approach. This strategy could include, but not limited to, technological integration for internal planning and a technological strategy for customer trip planning needs. In addition, proposals should consider labor, capital, technology, and administrative capacity needed for a successful microtransit service.

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

I. Wake Forest Context and History

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 residential community with an estimated population greater than 50,000. While quickly growing, the Town's small town character, rich heritage, and historic downtown are central to its identity and are key elements to be maintained and balanced with development.

II. Wake Forest Public Transit Background

The Wake Forest Loop (WFL) circulator and the Wake Forest-Raleigh Express (WRX) have served the Town since 2008. The circulator service provides residents access to public services, medical facilities, and commercial destinations in Wake Forest and the Wakefield neighborhood in Raleigh. The express service provides commuter access to downtown Raleigh.

In October 2023, the Board of Commissioners adopted the Wake Forest Public Transit Plan. The Plan identifies a preferred option which includes an east and west circulator service as well as a Southern Wake Forest Microtransit zone (Figure 1). The microtransit service would provide transit service in an area of the Town with a primarily residential land use and curvilinear street network that is not very conducive for fixed-route transit. The Southern Wake Forest Microtransit zone would allow residents to use an on-demand service to get to and from destinations within southern Wake Forest and the Wakefield neighborhood of Raleigh.

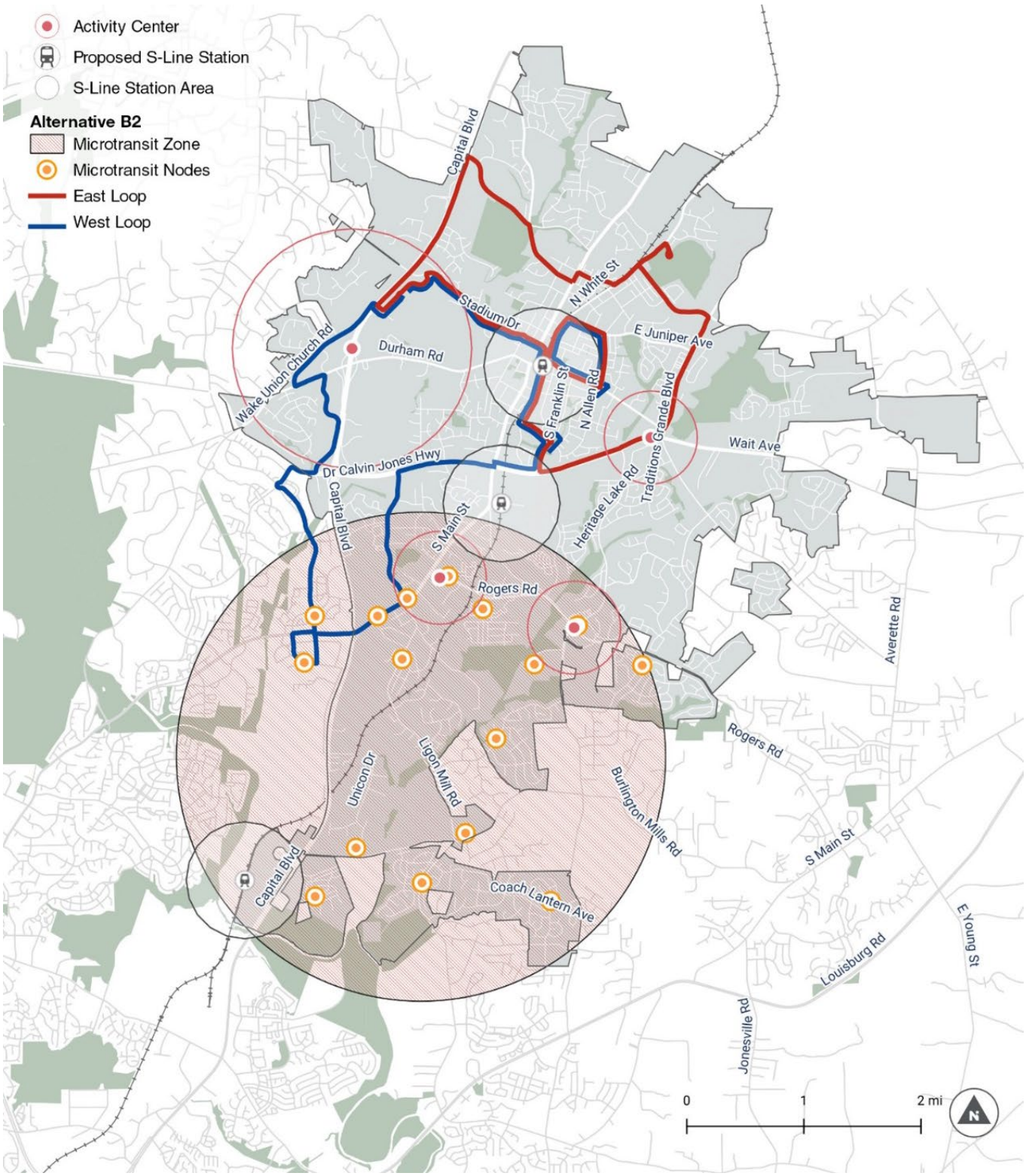

Figure 1 Preferred Option

Town Documents:

- 2023 Wake Forest Public Transit Plan
- 2019 Comprehensive Transportation Plan (Updated 2021)
- 2022 Community Plan

III. Scope of Services

The Southern Wake Forest Microtransit Operations should include the following information and analysis to implement and fully operate a microtransit service. Alternative services and deliverables may be proposed on evidence of the need to meet the purpose of the RFP. RFPs that do not include all tasks will not be considered.

Task 1: Timeline

- Develop an estimated timeline for the project duration and implementation schedule for a microtransit service.

Task 2: Analysis

- Develop service provider recommendations, opportunities and challenges based on the analysis of the following but not limited to:
  - Wake Forest Public Transit Plan.
  - Microtransit services operating in municipalities similar in size to the Town of Wake Forest.
  - Integration with the proposed Rolesville Microtransit system operated by GoRaleigh.
  - Any relevant Wake Forest plans and documents.
- Determine if door-to-door or node-to-node is the most appropriate service to capture choice riders.
- Refine the microtransit zone in Figure 1 to:
  - Ensure optimal performance with 15 to 30 minute wait times.
  - Include a drop off/transfer point in Downtown Wake Forest.
- Include the ability to use the microtransit vehicles for Town special events outside of the standard hours of service and microtransit zone.

Task 3: Performance

- Develop key performance indicators for Southern Wake Forest Microtransit.
- Calculate projected ridership and fare revenues.
- Develop a financial plan for initial service implementation and a detailed financial plan for on-going operations.
- Develop a cost estimate for both door-to-door and node-to-node services.

Task 4: Marketing

- Provide a marketing strategy for the new service.

- Develop a timeline for the rollout of marketing materials for the microtransit service and the modified circulator service illustrated in Figure 1.

Task 5: Implementation

- Prepare full draft of Southern Wake Forest Microtransit Operation Plan which includes an administration, operations, and capital budget plan.

IV. Content and Format of Proposal Package

Firms submitting proposals shall be in compliance with the Ethics and Conflict of Interest Policies of the Town of Wake Forest. Noncompliance will result in immediate disqualification in consideration for this project. A selection committee will evaluate the submittals and may elect to select a firm based on the responses as submitted or elect to conduct interviews with multiple firms prior to selecting a firm.

The submission, excluding examples of existing systems similar to the proposed Southern Wake Forest Microtransit system, shall be a maximum of 25 pages. Only electronic files submitted via email will be accepted for consideration; no paper copies or flash drives shall be submitted. 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 firm and the state in which it is incorporated and chiefly located.
- The name and address of each sub-contractor and the state in which each entity is incorporated and chiefly located, if sub-contractor is part of team.
- A brief description of the firm (sub-contractor, 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 (firm).
- A statement indicating any judgments against the proposer (firm, sub-contractor, and third-party consultants) within the last five (5) years, or pending litigation, related to professional conduct or services.
- All addenda to the RFP document (each addendum must be identified), if applicable.
- Signature of a duly authorized official of the 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 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 firm'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 as noted in Appendix A.
- 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.
- The firm and staff qualification information for each sub-contractor, a description of the services the firm performed, as well as related projects and references, if sub-contractor is part of team.

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.

Microtransit Examples:

The submission shall include three recent examples of microtransit services launched in jurisdictions comparable to the Town in terms of growth patterns and demographics. Work samples may be submitted as PDFs or if published online as a hyperlink to the finished product.

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.

Media and File Formats:

All documents shall be delivered to the Town in Adobe PDF format.

V. Submittal Process Details

Firm selection will be based on the content, completeness, and presentation of information contained within the submittal package, consisting of the letter of interest, firm and staff qualifications and relevant experience, project approach, anticipated schedule, and examples related to operating a microtransit service for comparable jurisdictions as detailed in the Evaluation Criteria section of this RFP.

The Town of Wake Forest reserves the right to reject any responses to this RFP 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 RFP. 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 Emma Linn, Planner II – Long Range Planning, via email (elinn@wakeforestnc.gov), no later than 12:00 p.m. on Thursday, November 30, 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 Wednesday, December 6, 2023.

VII. Proposals Submittal

The deadline for firms submitting proposals is 2:00 p.m. on Friday, December 15, 2023. No submissions or supporting documents will be accepted after this deadline. Submittals shall be emailed to elinn@wakeforestnc.gov. The email subject line for the submittal package should be labeled **WAKE FOREST SOUTHERN MICROTRANSIT OPERATIONS (RFP # 2023-0011)**. All proposal packages and materials submitted hereunder become the exclusive property of the Town of Wake Forest.

VIII. Anticipated Schedule

- 11/16/2023: RFP release
- 11/30/2023: Questions and clarifications deadline
- 12/06/2023: Questions and clarifications response
- 12/15/2023: Submission deadline
- 12/18/2023 – 12/29/2023: Selection committee review of submittals
- 01/08/2024 – 01/11/2024: Virtual interviews conducted with selected consultants, if necessary

- 01/18/2024: Highest ranked firm notified
- 02/27/2024: Contract approved
- 03/08/2024: Project commences

IX. Selection Process

This RFP provides information necessary to prepare and submit proposals for consideration and ranking by the Town. It is the intent of the Town to appoint a selection committee to review the submitted Proposals. This committee will review each proposal submittal and rank the submittal based on the criteria requirements specified within this RFP. 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 March 1, 2024.

Upon completion of the selection process, the highest ranked firm will be asked to submit a revised fee proposal to begin contract negotiations for a fair and reasonable price. By submitting their Proposal in response to this RFP, 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-contractors that may be part of the team, if applicable. Provide references. (*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, including the structure and capacity of the team. This section shall include the demonstrated project management and quality control methods employed by the team. (*15%*)

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, firms having a detailed understanding of the project scope and requirements, and firms proposing a reasonable and achievable timeline. (*30%*)

4. **Relevant Experience:** Demonstrate relevant experience with implementing microtransit services in comparable communities. Provide relevant work samples. (*30%*)

5. **Project Cost.** Preference shall be given to those firms that propose an annual cost that aligns with the projected cost in the adopted Public Transit Plan. *(5%)*

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 Town reserves the sole discretion and right to reject any and all responses received with respect to the RFP and to cancel the RFP process at any time prior to entering into a formal agreement. The Town further reserves the right to request additional information or clarification of information provided in any response. The Town also reserves the right, but is under no obligation, to waive technicalities and informalities. The Town shall make the award as deemed in its best interest.
- A response to this RFP should not be construed as a contract, nor indicate a commitment of any kind. The RFP does not commit the Town to pay for costs incurred in the submission of a response to this RFP or for any cost incurred prior to the execution of a final contract. No recommendations or conclusions from this RFP process concerning an individual firm shall constitute a right (property or otherwise) under the Constitution of the United States or under the Constitution, case law or statutory law of North Carolina. Neither binding contract, obligation to negotiate, nor any other obligation shall be created on the part of the Town unless the Town and your firm execute a contract.
- All proposal packages and materials submitted hereunder become the exclusive property of the Town of Wake Forest.
- 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 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. Standard Terms and Conditions

The Town of Wake Forest's Standard Terms and Conditions listed at: https://www.wakeforestnc.gov/sites/default/files/uploads/purchasing/2023/9-27-23_towf_standard_terms_and_conditions.pdf will govern all matters related to the goods and/or services provided by you or your company (the "Vendor") to the Town of Wake Forest (the "Town") under a Town purchase order. Additional Terms and Conditions stated on the face of a Town purchase order shall take precedence over any conflicting Standard Terms and Conditions stated. Any Terms and Conditions not stated, but incorporated by reference therein, shall be binding only if provided or signed by the Town and attached hereto. In the event that a binding written contract signed by both the Vendor and the Town exists, the Terms and Conditions of that contract shall supersede any conflicting Standard Terms and Conditions.

Insurance Requirements

The Town will require its minimum amounts of insurance for this project. The minimum amounts are outlined in the Standard Terms and Conditions referenced above.

V. 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'. To properly designate material as a trade secret under these circumstances, each firm must take the following precautions: (a) any trade secrets submitted by a firm should be submitted in a separate document marked "Trade Secret - Confidential and Proprietary Information - Do Not Disclose Except for the Purpose of Evaluating this Proposal Package," and (b) the same trade secret/confidentiality designation should be stamped on each page of the trade secret materials contained in the document.

In submitting a Proposal Package, each firm agrees that the Town may reveal any trade secret materials contained in such response to all staff involved in the selection process and to any outside consultant or other third parties who are hired to assist in the selection process. Furthermore, each firm agrees to indemnify and hold harmless the Town and each of its officers, employees and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material that the firm has designated as a trade secret. Any firm that designates its entire Proposal Package as a trade secret may be disqualified from the selection process.

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 Wednesday, December 6, 2023.

RESOLUTION 2024-XX

RESOLUTION AUTHORIZING THE TOWN MANAGER TO EXECUTE, ON BEHALF OF THE TOWN OF WAKE FOREST, THE SERVICE CONTRACT FOR ON-DEMAND TRANSIT SERVICE PROVIDED BY RIVER NORTH LLC (VIA TRANSPORTATION, INC).

WHEREAS, the Town has offered public transit services since 2008 providing local and regional connections; and

WHEREAS, on-demand transit services or microtransit offers a flexible public transit option; and

WHEREAS, the Wake Forest Loop (WFL) fixed-route bus service will be suspended in order to operate the on-demand transit service; and

WHEREAS, the Town will continue to be served by the Wake Forest-Raleigh Express (WRX), a commuter service route from GoTriangle, and operated by GoRaleigh; and

WHEREAS, the Town received a total of three submissions for Request for Proposals (RFP #2023-0011) that were reviewed by the selection committee; and

WHEREAS, River North LLC a wholly owned subsidiary of Via Transportation, Inc was selected as the highest ranked firm to operate on-demand transit services;

BE IT RESOLVED that the governing body of the Town of Wake Forest hereby authorizes the Town Manager to execute a contract with River North LLC (Via Transportation, Inc) for the Town of Wake Forest on-demand transit services.

Adopted and effective this the 21st day of May 2024.

_____

Vivian A. Jones

Mayor

ATTEST:

APPROVED AS TO FORM:

Theresa Savary

Town Clerk

Hassan Kingsberry

Town Attorney

Board of Commissioners Agenda Item Report

Agenda Item No.: 2024-85-
Submitted by: Emma Linn
Submitting Department: Planning
Meeting Date: May 21, 2024

SUBJECT
Approval of the updated Capital Area Metropolitan Planning Organization (CAMPO) Memorandum of Understanding.

Recommendation:

Item Summary:

ATTACHMENTS
- 052124 BOC Agenda Summary.pdf
- Approved MOU
- 052124 CAMPO MOU Resolution.docx

Agenda Item: Approval of the updated Capital Area Metropolitan Planning Organization (CAMPO) Memorandum of Understanding.

Summary: The Capital Area MPO Memorandum of Understanding (MOU) is being updated to 1) include the newest members: Town of Coats, Town of Lillington, and Chatham County as well as 2) reflect administrative updates to match current codes and practices.

The MOU was presented to the Board of Commissioners at their May 7, 2024 work session.

Attachments: Agenda Summary
Resolution
Approved MOU

NORTH CAROLINA
CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE GOVERNOR OF THE STATE OF NORTH CAROLINA,
TOWN OF ANGIER, TOWN OF APEX, TOWN OF ARCHER LODGE, TOWN OF BUNN, TOWN OF CARY, TOWN OF COATS, TOWN OF CLAYTON, CITY OF CREEDMOOR, TOWN OF FRANKLINTON, TOWN OF FUQUAY-VARINA, TOWN OF GARNER, TOWN OF HOLLY SPRINGS, TOWN OF KNIGHTDALE, TOWN OF LILLINGTON, TOWN OF MORRISVILLE, CITY OF RALEIGH, TOWN OF ROLESVILLE, TOWN OF WAKE FOREST, TOWN OF WENDELL, TOWN OF YOUNGSVILLE, TOWN OF ZEBULON, COUNTY OF CHATHAM, COUNTY OF FRANKLIN, COUNTY OF GRANVILLE, COUNTY OF HARNETT, COUNTY OF JOHNSTON, COUNTY OF WAKE, TRIANGLE TRANSIT AUTHORITY, AND THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
(Hereinafter referred to as the Municipalities, the Agencies, the Counties and the State)

IN COOPERATION WITH
THE UNITED STATES DEPARTMENT OF TRANSPORTATION,

Agreement No. 2024-04-17

W I T N E S S E T H T H A T

WHEREAS, **Chapter 136, Article 3A, Section 136.66.2(d)** provides that:

"For MPOs, either the MPO or the Department of Transportation may propose changes in the plan at any time by giving notice to the other party, but no change shall be effective until it is adopted by both the Department of Transportation and the MPO."; and

WHEREAS, **Section 134(a) of Title 23 United States Code** states:

"It is in the national interest to encourage and promote the development of transportation systems embracing various modes of transportation in a manner which will efficiently maximize mobility of people and goods within and through urbanized areas and minimize transportation-related fuel consumption and air pollution. To accomplish this objective, metropolitan planning organizations, in cooperation with the State, shall develop transportation plans and programs for urbanized areas of the State. Such plans and programs shall provide for the development of transportation facilities (including pedestrian walkways and bicycle transportation facilities)

which will function as an intermodal transportation system for the State, the metropolitan areas, and the Nation. The process for developing such plans and programs shall provide for consideration of all modes of transportation and shall be continuing, cooperative, and comprehensive to the degree appropriate, based on the complexity of the transportation problems."; and

WHEREAS, **Section 134(c) of Title 23 United States Code** states:

Development of long-range plans and TIPs.— To accomplish the objectives in subsection (a), metropolitan planning organizations designated under subsection (d), in cooperation with the State and public transportation operators, shall develop long-range transportation plans and transportation improvement programs for metropolitan planning areas of the State; and

WHEREAS, **Chapter 136, Article 3A, 66.2(a)** of the General Statutes of North Carolina require that:

"Each MPO, with cooperation of the Department of Transportation, shall develop a comprehensive transportation plan in accordance with 23 U.S.C. § 134. In addition, an MPO may include projects in its transportation plan that are not included in a financially constrained plan or are anticipated to be needed beyond the horizon year as required by 23 U.S.C. § 134. For municipalities located within an MPO, the development of a comprehensive transportation plan will take place through the metropolitan planning organization. For purposes of transportation planning and programming, the MPO shall represent the municipality's interests to the Department of Transportation."; and,

WHEREAS, **Chapter 136, Article 3A, 66.2(b)** provides that:

"After completion and analysis of the plan, the plan shall be adopted by both the governing body of the municipality or MPO and the Department of Transportation as the basis for future transportation improvements in and around the municipality or within the MPO. The governing body of the municipality and the Department of Transportation shall reach agreement as to which of the existing and proposed streets and highways included in the adopted plan will be a part of the State highway system and which streets will be a part of the municipal street system. As used in this Article, the State highway system shall mean both the primary highway system of the State and the secondary road system of the State within municipalities."; and,

WHEREAS, a transportation planning process includes the operational procedures and working arrangements by which short and long-range transportation plans are soundly conceived and developed and continuously evaluated in a manner that will:

1. Assist governing bodies and official agencies in determining courses of action and in formulating attainable capital improvement programs in anticipation of community needs; and,

2. Guide private individuals and groups in planning their decisions which can be important factors in the pattern of future development and redevelopment of the area; and,

WHEREAS, it is the desire of these agencies that a continuing, cooperative, and comprehensive transportation planning process as set forth in a Memorandum of Understanding dated January 28, 1993 comply with Title 23 U.S.C. Section 134; and any subsequent amendments to that statute, and any implementing regulations; Title 49 U.S.C. Chapter 53 and any subsequent amendments to these statutes and any implementing regulations; and the Clean Air Act of 1970, as amended, [42 U.S.C.7504 and 7506].

NOW THEREFORE, the following **Memorandum of Understanding** is made:

Section I. Membership

It is hereby agreed that the Municipalities, the agencies, the Counties and the State in cooperation with the United States Department of Transportation, will participate in a continuing, cooperative and comprehensive ("3-C") transportation planning process with responsibilities and undertakings as related in the following paragraphs:

1. The **N. C. Capital Area Metropolitan Planning Area** (as defined by the Metropolitan Area Boundary, also known as the Planning Area Boundary) will be all of Wake County and parts of Chatham, Franklin, Granville, Harnett, and Johnston Counties.

2. The **N. C. Capital Area Metropolitan Planning Organization (MPO)** shall include the local governments of the Municipalities and the Counties, the North Carolina Department of Transportation, an **Executive Board** hereinafter defined, a **Technical Coordinating Committee** hereinafter defined, and the various agencies and units of local, regional, and state government participating in the transportation planning for the area.

3. The **Urbanized Area Boundary** and the **Metropolitan Area Boundary** shall be periodically reviewed and revised in light of new developments and basic data projections.

4. The continuing transportation planning process will be a cooperative one reflective of and responsive to the programs of the North Carolina Department of Transportation, and to the comprehensive plans for growth and development of the Municipalities and the Counties in the Triangle Region with attention being given to cooperative planning with the neighboring metropolitan and rural planning organizations.

5. The continuing transportation planning process will be in accordance with the intent, procedures and programs of Title VI of the Civil Rights Act of 1964, as amended.

6. The continuing transportation planning process will be in accordance with the intent, procedures, and programs of the Clean Air Act of 1970, as amended.

7. Transportation policy decisions within the planning area are the shared responsibility of the North Carolina Board of Transportation, the Executive Board and the governing bodies of the participating local governments.

8. Transportation plans and programs and land use policies and programs having regional impacts will be coordinated with the applicable regional Councils of Governments.

9. **An Executive Board is hereby established** with the responsibility for cooperative transportation planning decision making for the MPO. The **Executive Board** shall have the responsibility for keeping the policy boards of the participating local governments informed of the status and requirements of the transportation planning process; for assisting in the dissemination and clarification of the decisions and policies of the policy boards; for providing opportunities for citizen participation in the transportation planning process; and all other duties and responsibilities customary for a governing board of a public authority.

The **Executive Board** will be responsible for carrying out the provisions of 23 U.S.C. Section 134 and Title 49 U.S.C. Chapter 53; and 42 U.S.C.; including, but not necessarily limited to:

a. Establishment of goals and objectives for the transportation planning process.

b. Review and approval of a **Prospectus** for transportation planning which defines work tasks and responsibilities for the various agencies participating in the transportation planning process;

c. Review and approval of changes to the **Metropolitan Area Boundary** as well as review and recommendation for changes to the **National Highway System**;

d. Review and approval of the transportation **Unified Planning Work Program**;

e. Review and approval of the adopted **Comprehensive and Metropolitan Transportation Plans**. As specified in General Statues Section 136-66.2(a), the Comprehensive Transportation Plan shall include the projects in the Metropolitan Area's Transportation Plan as well as projects that are not included in the financially constrained plan or are anticipated to be needed beyond the horizon year as required by 23 U.S.C. Section 134. As specified in General Statutes Section 136-66.2(d) certain revisions to the **Comprehensive Transportation Plan** may be required to be jointly approved by the North Carolina Department of Transportation;

f. Review and approval of the MPO's **Transportation Improvement Program** for multimodal capital and operating expenditures ensuring coordination between local and State capital improvement and operating programs. As specified in 23 U.S.C. Section 134(k), all federally funded projects carried out within the boundaries of a metropolitan planning area serving a transportation

management area (excluding projects carried out on the National Highway System) shall be selected for implementation from the approved TIP by the metropolitan planning organization designated for the area in consultation with the State and any affected public transportation operator;

g. Review and approval of planning procedures for air quality conformity and review and approval of air quality conformity determination for projects, programs, and plans;

h. Review and approval of a Congestion Management Process;

i. Review and approval of the distribution and oversight of federal funds designated for the Raleigh Urbanized Area under the provisions of IIJA and any other subsequent Transportation Authorizations;

j. Review and approval of a policy for public involvement for the MPO;

k. Review and approval of an agreement between the MPO, the State, and public transportation operators serving the Metropolitan Planning Area that defines mutual responsibilities for carrying out the metropolitan planning process in accordance with 23 C.F.R. 450

l. Development and approval of committee by-laws for the purpose of establishing operating policies and procedures;

m. Oversight of the MPO Staff;

n. Revisions to membership of Technical Coordinating Committee as defined herein;

o. Review and approval of cooperative agreements with other transportation organizations, transportation providers, counties, and municipalities.

The membership of the **Executive Board** shall include:

- One member of the Angier Town Board of Commissioners
- One member of the Apex Town Council
- One member of the Archer Lodge Town Council
- One member of the Bunn Town Council
- One member of the Cary Town Council
- One member of the Clayton Town Council
- One Member of the Coats Board of Commissioners
- One member of the Creedmoor Board of Commissioners
- One member of the Franklinton Town Board of Commissioners

- One member of the Fuquay-Varina Town Board of Commissioners
- One member of the Garner Town Council
- One member of the Holly Springs Town Council
- One member of the Knightdale Town Council
- One member of the Lillington Board of Commissioners
- One member of the Morrisville Town Council
- One member of the Raleigh City Council
- One member of the Rolesville Town Board of Commissioners
- One member of the Wake Forest Town Board of Commissioners
- One member of the Wendell Town Board of Commissioners
- One member of the Youngsville Town Board of Commissioners
- One member of the Zebulon Town Board of Commissioners
- One member of the Chatham County Board of Commissioners
- One member of the Franklin County Board of Commissioners
- One member of the Granville County Board of Commissioners
- One member of the Harnett County Board of Commissioners
- One member of the Johnston County Board of Commissioners
- One member of the Wake County Board of Commissioners
- Four members of the North Carolina Board of Transportation representing the Highway Divisions (currently 4, 5, 6 and 8) within the Metropolitan Planning Area
- One member of the Research Triangle Regional Public Transportation Authority Board of Trustees; and
- The Division Administrator of the Federal Highway Administration or his or her representative who shall serve as an advisory, non-voting member.
- The Regional Administrator of the Federal Transit Administration or his or her representative, who shall serve as an advisory, non-voting member.
- The Regional Administrator of the Federal Rail Administration or his or her representative, who shall serve as an advisory, non-voting member.

Municipal and county public transit providers shall be represented on the Executive Board through their respective municipal and county local government board members.

Voting representatives of the Municipalities and the Counties shall be designated by their respective governing boards. Requirements for voting, quorums, and membership in good standing shall be included in the adopted bylaws of the Executive Board. Weighted voting shall be applied as invoked by any voting member of the Executive

Board. In the instance of a weighted vote, each member government shall be apportioned weighted voting based on the most recent certified North Carolina Population Estimates for Municipalities and Counties utilizing a vote weighting formula of one vote for each 10,000 of population, or portion thereof. Other voting agencies without population-based representation on the Executive Board shall vote in accordance with the most recent voting schedule. The most recent voting schedule will be maintained by the CAMPO staff and updated with the most recent certified North Carolina Population Estimates for Municipalities and Counties.

At the invitation of the **Executive Board**, other local, regional, State or Federal agencies impacting transportation within the planning area may serve as non-voting members of the **Executive Board**.

As established in its adopted bylaws, the **Executive Board** shall meet as deemed appropriate and shall elect officers with the responsibility for coordination of the committee's activities. A member of the MPO staff will serve as secretary to the Committee.

As established in its adopted bylaws, the Executive Board may create an executive committee and/or subcommittees to carry out its responsibilities.

10. **A Technical Coordinating Committee (TCC) shall be established** with the responsibility of general review, guidance and coordination of the transportation planning process for the planning area and with the responsibility for making recommendations to the Executive Board and to other entities designated by the Executive Board regarding any necessary actions relating to the continuing transportation planning process. The TCC shall be responsible for development, review and recommendations of the **Prospectus, Unified Planning Work Program, Transportation Improvement Program, Metropolitan Area Boundary, Urbanized Area Boundary, and National Highway System**, for revisions to the **Transportation Plan**, for planning citizen participation and for documenting reports of the transportation study.

Membership of Technical Coordinating Committee (TCC) shall include technical representatives from local, regional and State governmental agencies; as well as major modal transportation providers directly related to and concerned with the transportation planning process for the planning area. Each member agency's representative(s) shall be designated by the chief administrative officer of that agency. Departments or divisions within local and state agencies that should be represented on the TCC include, but are not limited to, those responsible for transportation planning, land use planning, transportation operations, public works and construction, engineering, public transportation, environmental conservation and planning, bicycle and pedestrian planning, and economic development. The voting membership shall include, at a minimum, representation from the following agencies/organizations, with specific numbers of members from each agency/organization outlined in the Technical Coordinating Committee’s adopted bylaws:

- Town of Angier
- Town of Apex
- Town of Archer Lodge
- Town of Bunn
- Town of Cary
- Town of Clayton
- Town of Coats
- City of Creedmoor
- Town of Franklinton
- Town of Fuquay-Varina
- Town of Garner
- Town of Holly Springs
- Town of Knightdale
- Town of Lillington
- Town of Morrisville
- City of Raleigh
- Town of Rolesville
- Town of Wake Forest
- Town of Wendell
- Town of Youngsville
- Town of Zebulon
- County of Chatham
- County of Franklin
- County of Granville
- County of Harnett
- County of Johnston
- County of Wake
- Central Pines Regional Council
- Capital Area Transit
- Cary Transit
- Raleigh-Durham Airport Authority
- Research Triangle Transit Regional Public Transportation Authority

- North Carolina Department of Transportation

- Rural Transit Systems Serving Franklin , Granville, Harnett, Johnston and Wake Counties
- North Carolina State University
- Research Triangle Foundation
- Triangle North Executive Airport

The host agency's membership shall not include members of the MPO staff.

In addition to voting membership, the TCC shall invite officials responsible for other types of planning activities that are affected by transportation in the area (including State and local planned growth, economic development, environmental protection, airport operations, and freight movements) to coordinate their planning process, to the maximum extent practicable, with MPO planning activities. Such organizations and agencies may include:

a. The Federal Highway Administration
b. The Federal Transit Administration
c. The Federal Rail Administration
d. The U.S. Army Corps of Engineers
e. The U.S. Environmental Protection Agency
f. The U.S. Fish and Wildlife Service
g. The N.C. Department of Cultural Resources
h. The N.C. Department of Commerce
i. The U.S. Department of Housing and Urban Development
j. The N.C. Railroad Company
k. The N.C. Trucking Association
l. The N.C. Motorcoach Association
m. Regional Transportation Alliance

11. The Technical Coordinating Committee shall operate as determined by its adopted bylaws. Any agency not listed above which wishes representation on the TCC may request such representation for consideration under the adopted bylaws of the TCC. As established in its adopted bylaws, the TCC may create an executive committee and/or subcommittees to carry out its responsibilities.

12. The governing boards of the Municipalities and the Counties and the North Carolina Board of Transportation shall serve as the primary means for citizen input to the continuing transportation planning process. Citizen involvement will also be obtained through procedures outlined in the MPO's policy for public participation and through various special studies and projects undertaken by the MPO.

    The Executive Board should also provide opportunities for citizen participation in the transportation planning process.

Section II. Responsibilities

It is further agreed that the subscribing agencies will have the following responsibilities, these responsibilities being those most logically assumed by the several agencies:

The Municipalities and the Counties
The Municipalities and the Counties will assist in the transportation planning process by providing assistance, data and inventories in accordance with the Prospectus. The Municipalities and the Counties shall coordinate zoning and subdivision approval within their respective jurisdictions in accordance with the adopted Metropolitan Transportation Plan. Additionally, the a host agency, as designated by the Executive Board will serve as the **Lead Planning Agency** for the MPO. Services provided by the Lead Planning Agency on behalf of the MPO will be governed by mutual agreement(s).

The Municipalities and the Counties will participate in funding the portion of the costs of the MPO's work program not covered by federal or state funding (minimum 20% match of actual annual expenditures) as approved by the Executive Board. The portion to be paid by each Municipal and County member government will be based upon its pro rata share of population within the MPO Planning Area, utilizing the most recent certified North Carolina Office of State Planning municipal and county population estimates. In addition, MPO members may also voluntarily contribute additional funds for other purposes such as to participate in funding the costs of special studies, or other specialized services as mutually agreed upon.

Failure to pay the approved share of costs shall invalidate the MPO's Unified Planning Work Program and annual MPO self-certification as required by 23 CFR 450. Failure to certify shall result in the withholding of transportation project funds to the metropolitan planning area in accordance with federal law. In order to avoid this, the Executive Board shall amend the Unified Planning Work Program.

The municipalities and the counties receiving federal transportation funding designated for the Urbanized Areas within the MPO Planning Area as approved by the Executive Board through the Unified Planning Work Program shall comply with adopted reporting and oversight procedures.

North Carolina Department of Transportation
The Department will assist in the transportation planning process by providing planning assistance, data and inventories in accordance with the Prospectus. The Department, to the fullest extent possible, and as permitted by existing State and Federal regulations, will provide assistance in the protection of necessary rights-of-way for those transportation corridors designated on the Transportation Plan.

Research Triangle Regional Public Transportation Authority
Triangle Transit will assist in the transportation planning process by providing planning assistance, data, and inventories in accordance with the Prospectus. Triangle Transit shall comply with adopted reporting and oversight procedures for the receipt of federal

transportation funding designated for the region's Urbanized Areas as approved by the Executive Board through the Unified Planning Work Program

Section III. Termination

Parties to this Memorandum of Understanding may terminate their participation in the N. C. Capital Area Metropolitan Planning Organization by giving thirty (30) days written notice to the other parties prior to the date of termination. If any party should terminate participation, this memorandum of understanding shall remain in force and the MPO shall continue to operate as long as 75% or more of the population within the Metropolitan Planning Area is represented by the remaining members.

Section IV. Ratification

In witness whereof, the parties of this Memorandum of Understanding have been authorized by appropriate and proper resolutions to sign the same, The Town of Angier by its Mayor, the Town of Apex by its Mayor, the Town of Archer Lodge by its Mayor, the Town of Bunn by its Mayor, the Town of Cary by its Mayor, the Town of Clayton by its Mayor, the Town of Coats by its Mayor, the City of Creedmoor by its Mayor, the Town of Franklinton by its Mayor, the Town of Fuquay-Varina by its Mayor, the Town of Garner by its Mayor, the Town of Holly Springs by its Mayor, the Town of Knightdale by its Mayor, the Town of Lillington by its Mayor, the Town of Morrisville by its Mayor, the City of Raleigh by its Mayor, the Town of Rolesville by its Mayor, the Town of Wake Forest by its Mayor, the Town of Wendell by its Mayor, the Town of Youngsville by its Mayor, the Town of Zebulon by its Mayor, the Triangle Transit Authority by its Chair, Chatham County by its Chairman of the Board of Commissioners, Franklin County by its Chairman of the Board of Commissioners, Granville County by its Chairman of the Board of Commissioners, Harnett County by its Chairman of the Board of Commissioners, Johnston County by its Chairman of the Board of Commissioners, Wake County by its Chairman of the Board of Commissioners, and by the Secretary of Transportation on behalf of the Governor of the State of North Carolina and the North Carolina Department of Transportation, this the _____ day of _____, 2024.

[SIGNATURE PAGES TO FOLLOW]

(Seal) **TOWN OF ANGIER**

_____ By _____
Clerk Mayor

(Seal) **TOWN OF APEX**

_____ By _____
Clerk Mayor

(Seal) **TOWN OF ARCHER LODGE**

_____ By _____
Clerk Mayor

(Seal) **TOWN OF BUNN**

_____ By _____
Clerk Mayor

(Seal) **TOWN OF CARY**

_____ By _____
Clerk Mayor

(Seal) **TOWN OF CLAYTON**

_____ By _____
Clerk Mayor

(Seal) **TOWN OF COATS**

_____ By _____
Clerk Mayor

(Seal) **CITY OF CREEDMOOR**

_____ By _____
Clerk Mayor

(Seal) **TOWN OF FRANKLINTON**

_____ By _____
Clerk Mayor

(Seal) **TOWN OF FUQUAY-VARINA**

_____ By _____
Clerk Mayor

(Seal) **TOWN OF GARNER**

_____ By _____

Clerk Mayor

(Seal) **TOWN OF HOLLY SPRINGS**

_____ By _____
Clerk Mayor

(Seal) **TOWN OF KNIGHTDALE**

_____ By _____
Clerk Mayor

(Seal) **TOWN OF LILLINGTON**

_____ By _____
Clerk Mayor

(Seal) **TOWN OF MORRISVILLE**

_____ By _____
Clerk Mayor

(Seal) **CITY OF RALEIGH**

_____ By _____
Clerk Mayor

(Seal) **TOWN OF ROLESVILLE**

_____ By _____
Clerk Mayor

(Seal) **TOWN OF WAKE FOREST**

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Clerk Mayor

(Seal) **TOWN OF WENDELL**

_____ By _____
Clerk Mayor

(Seal) **TOWN OF YOUNGSVILLE**

_____ By _____
Clerk Mayor

(Seal) **TOWN OF ZEBULON**

_____ By _____
Clerk Mayor

(Seal)

RESEARCH TRIANGLE TRANSIT REGIONAL PUBLIC TRANSPORTATION AUTHORITY

_____ By _____

Clerk Chair

(Seal) **CHATHAM COUNTY**

_____ By _____

County Manager Chairman

(Seal) **FRANKLIN COUNTY**

_____ By _____

County Manager Chairman

(Seal) **GRANVILLE COUNTY**

_____ By _____

County Manager Chairman

(Seal) **HARNETT COUNTY**

_____ By _____

County Manager Chairman

(Seal) **JOHNSTON COUNTY**

_____ By _____
County Manager Chairman

(Seal) **WAKE COUNTY**

_____ By _____
County Manager Chairman

(Seal)

STATE OF NORTH CAROLINA AND DEPARTMENT OF TRANSPORTATION

By _____
Secretary of Transportation

Approved for Execution

By _____
Assistant Attorney General

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RESOLUTION 2024-XX

RESOLUTION BY THE TOWN OF WAKE FOREST ADOPTING THE UPDATED CAPITAL AREA METROPOLITAIN PLANNING ORGANIZATION MEMORANDUM OF UNDERSTANDING

WHEREAS, the Town of Wake Forest is member of the Capital Area Metropolitan Planning Organization or CAMPO; and

WHEREAS, on April 17, 2024, the CAMPO Executive Board approved the updated Memorandum of Understanding for local adoption; and

WHEREAS, the inclusion of CMAPO's newest members, Town of Coates, Town of Lillington and Chatham County, as well administrative updates to reflect current codes and practices, necessitated an update to Memorandum of Understanding;

BE IT RESOLVED that the Board of Commissioners of the Town of Wake Forest hereby adopt the updated Capital Area Metropolitan Planning Organization Memorandum of Understanding.

Adopted and effective this the 21st day of May 2024.

_____

Vivian A. Jones

Mayor

ATTEST:

APPROVED AS TO FORM:

_____

Theresa Savary

Town Clerk

_____

Hassan Kingsberry

Town Attorney

Board of Commissioners Agenda Item Report

Agenda Item No.: 2024-163-
Submitted by: Lisa Hayes
Submitting Department: Administration
Meeting Date: May 21, 2024

SUBJECT
Approval of a Resolution authorizing the Town Manager to execute, on behalf of the Town of Wake Forest, a Membership Application to join the AARP Network of Age-Friendly States and Communities.

Recommendation:
Approval of Resolution

Item Summary:

ATTACHMENTS
- RESOLUTION_2024_AARP_Application_for_Age_Friendly_States_and_Communities.docx
- Summary_Resolution AARP Application for Age Friendly States and Communities.docx

RESOLUTION 2024-XX
RESOLUTION OF APPLICATION
AARP NETWORK OF AGE-FRIENDLY STATES AND COMMUNITIES

WHEREAS, the Town of Wake Forest recognizes the growth in our aging population and is committed to being an inclusive, age-friendly community that enhances the lives of seniors, and in doing so, improves the quality of life for all residents; and

WHEREAS, the American Association of Retired Persons (AARP) offers a Network of Age-Friendly States and Communities; and

WHEREAS, the AARP Network of Age-Friendly States and Communities serves as a catalyst to educate, encourage, promote and recognize improvements that make communities supportive for residents of all ages; and

WHEREAS, the network provides cities, towns, counties and states throughout the United States with the resources to become more age-friendly by tapping into national and global research, planning models and best practices; and

WHEREAS, the Town of Wake Forest recognizes the value of partnering with the AARP's Network of Age-Friendly States and Communities and is committed to actively work toward making the Town of Wake Forest a great place for people of all ages.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Town of Wake Forest, North Carolina, that the Town Manager is authorized to execute, on behalf of the Town of Wake Forest, a Membership Application to join the AARP Network of Age-Friendly States and Communities.

This the 21st day of May 2024.

_____
Vivian Jones, Mayor

ATTEST:

_____
Theresa Savary, Town Clerk

Agenda Item: Consideration of a Resolution Authorizing Application to the AARP Network of Age-Friendly States and Communities

Summary: Requesting a Resolution by the Board of Commissioners of the Town of Wake Forest, North Carolina, to authorize the Town Manager to execute, on behalf of the Town of Wake Forest, a Membership Application to join the AARP Network of Age-Friendly States and Communities.

Attachment: Resolution

Board of Commissioners Agenda Item Report

Agenda Item No.: 2024-165-
Submitted by: Elisabeth Palermo
Submitting Department: Engineering
Meeting Date: May 21, 2024

SUBJECT
Resolution Supporting NCDOTs Acceptance of Rogers Branch Road

Recommendation:
Approval of Resolution Supporting NCDOTs Acceptance of Rogers Branch Road.

Item Summary:

ATTACHMENTS
- Summary_Rogers_Branch_Alignment.pdf
- Attachment_A_Resolution_Support_NCDOT_Rogers_Branch.docx

Agenda Item: Resolution to NCDOT Addition of Rogers Branch Road, into the State-Maintained Street System for Maintenance.

Summary: On July 7, 2020 a developers agreement between Sassom, LLC and the Town of Wake Forest was approved by the Board of Commissioners to extend and realign Rogers Branch Rd to the intersection of Forestville Rd. and Foundation Dr. NCDOT has determined that the punchlist for Rogers Branch Rd has been satisfied, and it is ready to be accepted by NCDOT. The purpose of the attached resolution is to provide NCDOT with documentation to affirm that the Town of Wake Forest supports the decision of NCDOT to add the new alignment of Rogers Branch Rd into the state-maintained road system because of nature of the road conforms to the types of roads that NCDOT maintains within the Town and because the remainder of the road is currently an NCDOT state-maintained road.

Attachments: Attachment_A_Resolution_Support_NCDOT_Rogers_Branch

RESOLUTION 2024-XX

RESOULTION SUPPORTING NCDOTs ACCEPTANCE OF ROGERS BRANCH ROAD

WHEREAS, Rogers Branch Rd was realigned and extended to intersect Forestville Rd at the Foundation Dr. intersection in accordance with a developers agreement passed on July 7, 2020; and

WHEREAS, construction of the new alignment of Rogers Branch Road went under warranty on October 7, 2021 and received final acceptance of the Encroachment Permit on March 18, 2024.

WHEREAS, the Engineering and Planning department support the intention of NCDOT to add the new alignment of Rogers Branch Road into the state-maintained road system.

BE IT RESOLVED that the Town of Wake Forest supports NCDOTs decision to add the new alignment of Rogers Branch Road into the state-maintained road system:

SUBDIVISION	STREET NAME	BEGIN DESCRIPTION	END DESCRIPTION	LENGTH (MI)
NA	Rogers Branch Rd	Penfield St	Forestville Rd	0.10

Duly adopted this 21st day of May, 2024.

_____

Vivian A. Jones
Mayor

ATTEST:

_____

Theresa Savary
Town Clerk

Board of Commissioners Agenda Item Report

Agenda Item No.: 2024-169-
Submitted by: Elisabeth Palermo
Submitting Department: Engineering
Meeting Date: May 21, 2024

SUBJECT
Resolution authorizing the Town of Wake Forest to concur with NCDOT Municipal Concurrence Package for Ligon Mill Speed Limits.

Recommendation:
Approval of Resolution Authorizing the Town of Wake Forest to Concur with NCDOT Municipal Concurrence Package.

Item Summary:

ATTACHMENTS
- Ligon Mill Speed Limit Change Summary.pdf
- Attachment_A_Resolution to Support NCDOT.docx
- Attachment_B_Ordinance 1084393 - Municipal Concurrence Package.pdf
- Attachment_C_Summary Exhibit 1.pdf

Agenda Item: Approval of an NCDOT Municipal Concurrence Package for NCDOT TEAAS Ordinance 1084393

Summary : The attached Municipal Concurrence package allows the section of SR 2044 (Ligon Mill Road) located 0.049 miles southeast of Falconhurst Dr. intersection to a point 0.067 miles northeast of Coach Lantern Ave. to remain 45 mph. The concurrence package will go before the State Transportation board as ordinance 1084393. NCDOT TEAAS ordinances 1084392, 1084394, and 1084395 in addition to ordinance 1084393 will go before the state transportation board as a package to replace existing ordinance 1065888 (shown in red on Exhibit 1) that currently applies from US 401 to 0.14 miles north of SR 3543 (Greenhow Ln).

Requested Concurence (Exhibit 1)

- 1084393 (purple) Ligon Mill Rd from a point 0.049 mile SE of the intersection of Falconhurst Dr. to a pint 0.067 mile NE of the intersection at Coach Lantern Ave. speed limit of 45 mph.

NCDOT Ordinances Do Not Need Concurrence. (Exhibit 1)

- 1084392 (blue) Ligon Mill Rd from US 401 (Louisburg Rd) to a point 0.049 mile southeast of Falconhurst Dr. speed limit of 45 mph.
- 1084394 (green) Ligon Mill Rd from a point 0.067 mile NE of Coach Lantern Ave. to SR 4428 (Song Sparrow Dr.) speed limit 45 mph.
- 1084395 (orange) - Ligon Mill between SR 4428 (Song Sparrow Dr.) and 0.042 miles NW of Steeple Run Dr. speed limit of 35 mph.

Sections not requesting updates
The section of Ligon Mill located 0.042 mile northwest of Steeple Run Dr. to US 1 S. Main St. is 35 mph based on state law § 20-141 which sets the speed limit on state maintained roads at 35 mph inside municipal corporate limits.

Failed 2022 Ordinance 1082083
Ordinances 1084392, 1084393, 1084394, and 1084395 were written as a response to the Town's request for ordinance 1082083. The Town approved a resolution to concur with the request of North Carolina Department of Transportation to enact a speed limit ordinance of 35 mph on the portion of SR 2044 (Ligon Mill Rd) beginning at SR 4428 (Song Sparrow Dr.) and ending at the intersection SR 2044 and US 1 (S. Main St) on July 19, 2022. However, NCDOT found that accepting ordinance 1082083 would have overwritten the existing ordinance and caused the section of Ligon Mill Road between

Song Sparrow Drive and Louisburg Road to revert to a 55 mph speed limit in accordance with N.C.G.S. § 20-141.

Attachments:

Attachment_A_Resolution to Support NCDOT
Attachment_B_Ordinance 1084393 - Municipal Concurrence Package
Attachment_C_Exhibit 1

RESOULTION 2024-XX

RESOLUTION AUTHORIZING THE TOWN OF WAKE FOREST TO CONCUR WITH NCDOT MUNICIPAL CONCURRENCE PACKAGE

WHEREAS, Resolution 2022-38 extended the Town of Wake Forest's support to NCDOT for changing the speed limit on State Road (SR) 2044 (Ligon Mill Road) between SR 4428 (Song Sparrow Road) and US 1 (S. Main St) in NCDOT TEAAS ordinance 1082083;

WHEREAS, Ordinance 1082083 was denied because it would have created a section of SR 2044 (Ligon Mill Road) that was not covered by an ordinance and therefore would revert to a 55 mph speed limit in accordance with state law § 20-141;

WHEREAS, NCDOT has prepared NCDOT TEAAS Ordinance 1084393 to define the speed limit as 45 mph from a point 0.049 mile southeast of Falconhurst Dr. intersection to a point 0.067 mile northeast of Coach Lantern Avenue intersection to account for this gap and;

WHEREAS, NCDOT requires concurrence of ordinance 1084393 by the Town of Wake Forest in order to approve it;

BE IT RESOLVED by the Board of Commissioners of the Town of Wake Forest, North Carolina, hereby concurs with NCDOT TEAAS Ordinance 1084393.

Duly adopted this 21st day of May 2024.

_____

Vivian A. Jones
Mayor

(ATTEST)

_____

Theresa Savary

Town Clerk

ORDINANCE REQUEST

Ordinance Number **1084393** **County** **Wake**

Recommendation

☒ **Speed Limit**
- ☐ Rural
- ☐ Rural - Subdivisionwide
- ☒ Municipal - City/Town of Wake Forest
- ☐ Temporary
- ☐ School Speed Zone Rural
- ☐ School Speed Zone-Municipal
- ☐ Work Zone
- ☐ Work Zone Penalty

☐ **Parking**
- ☐ No Parking
- ☐ No Parking/Tow Away Zone

☐ **Turns**
- ☐ No Right Turn on Red
- ☐ No Right Turn
- ☐ No Left Turn
- ☐ No U-Turn

☐ **Truck**
- ☐ Truck Route
- ☐ Trucks Prohibited Route
- ☐ Trucks Information Station
- ☐ No Through Trucks

☐ **Routes**
- ☐ US Route Change
- ☐ NC Route Change
- ☐ SR Route Change

☐ **Miscellaneous**
- ☐ One Way Street
- ☐ No Hunting from ROW
- ☐ No Fishing from Bridge
- ☐ No Jumping or Diving from Bridge
- ☐ No Stopping, Standing or Parking on ROW
- ☐ No Fishing from Highway ROW
- ☐ No Loitering on Highway ROW
- ☐ No Motorized Vehicle Zone

☒ Declare / ☐ Repeal The Following Ordinances

On Road: SR 2044 (Ligon Mill Rd)
Begin Point: A point 0.049 mile southeast of the intersection of SR 2044 (Ligon Mill Rd) at Falconhurst Dr
End Point A point 0.067 mile northeast of the intersection of SR 2044 (Ligon Mill Rd) at Coach Lantern Ave.
Segment Length: 0.652 ☒ miles ☐ feet
Speed Limit: Car 45mph Truck 45mph

Description: On SR 2044 (Ligon Mill Rd) traveling northwest from a point 0.049 mile southeast of Falconhurst Dr intersection to a point 0.067 mile northeast of the Coach Lantern Ave intersection.

Reasons for Recommendations: This ordinance in combination with ordinances 1084392, 1084394 and 1084395 will replace ordinance 1065888 and extend an existing 35mph speed zone.

Division Approval: _____ Title: _____ Date: _____

Region Approval: _____ Title: _____ Date: _____

NCDOT TEAAS Ordinance Report

Approval Status: D – division approval pending, R – region approval pending, S – state approval pending, A – approved
Repeal Status: D – division repeal pending, R – region repeal pending, S – state repeal pending, C – repealed.

Ordinance Type Municipal Speed Zones

County WAKE

Division 5

Old Ordinance Number

Municipality WAKE FOREST

Ordinance Number 1084393

Effective Date

Repealed Date

Route SR 2044

Car Speed Limit 45

Truck Speed Limit 45

Approval Status D

Repeal Status D

Construction Project Number

Begin Milepost 1.723

End Milepost 2.375

Intersecting Route / Begin Reference Feature FALCONHURST

End Reference Feature COACH LANTERN

Justification This ordinance in combination with ordinances 1084392, 1084394 and 1084395 will replace ordinance 1065888 and extend an existing 35mph speed zone.

Description On SR 2044 (Ligon Mill Rd) traveling northwest from a point 0.049 mile southeast of Falconhurst Dr intersection to a point 0.067 mile northeast of the Coach Lantern Ave intersection.

Long Description

Certification of Municipal Declaration
To Enact Speed Limits and Request for Concurrence

Concurring State Ordinance Number: 1084393

Division: 5 **County:** WAKE **Municipality** WAKE FOREST

Type: Municipal Speed Zones

Road: SR 2044 **Car:** 45 MPH **Truck:** 45 MPH

Description: On SR 2044 (Ligon Mill Rd) traveling northwest from a point 0.049 mile southeast of Falconhurst Dr intersection to a point 0.067 mile northeast of the Coach Lantern Ave intersection.

Municipal Certification

I, _____, Clerk of _____, do hereby certify that the municipal governing body, pursuant to the authority granted by G.S. 20-141(f), determined upon the basis of an engineering and traffic investigation and duly declared, on the _____ day of _____, 20_____, the speed limits as set forth above on the designated portion of the State Highway System, which shall become effective when the Department of Transportation has passed a concurring ordinance and signs are erected giving notice of the authorized speed limit.

The said municipal declaration is recorded as follows:

Minute Book: _____ Page:_____ Ordinance Number: _____

In witness whereof, I have hereunto set my hand and the municipal seal this _____ day of _____, 20_____.

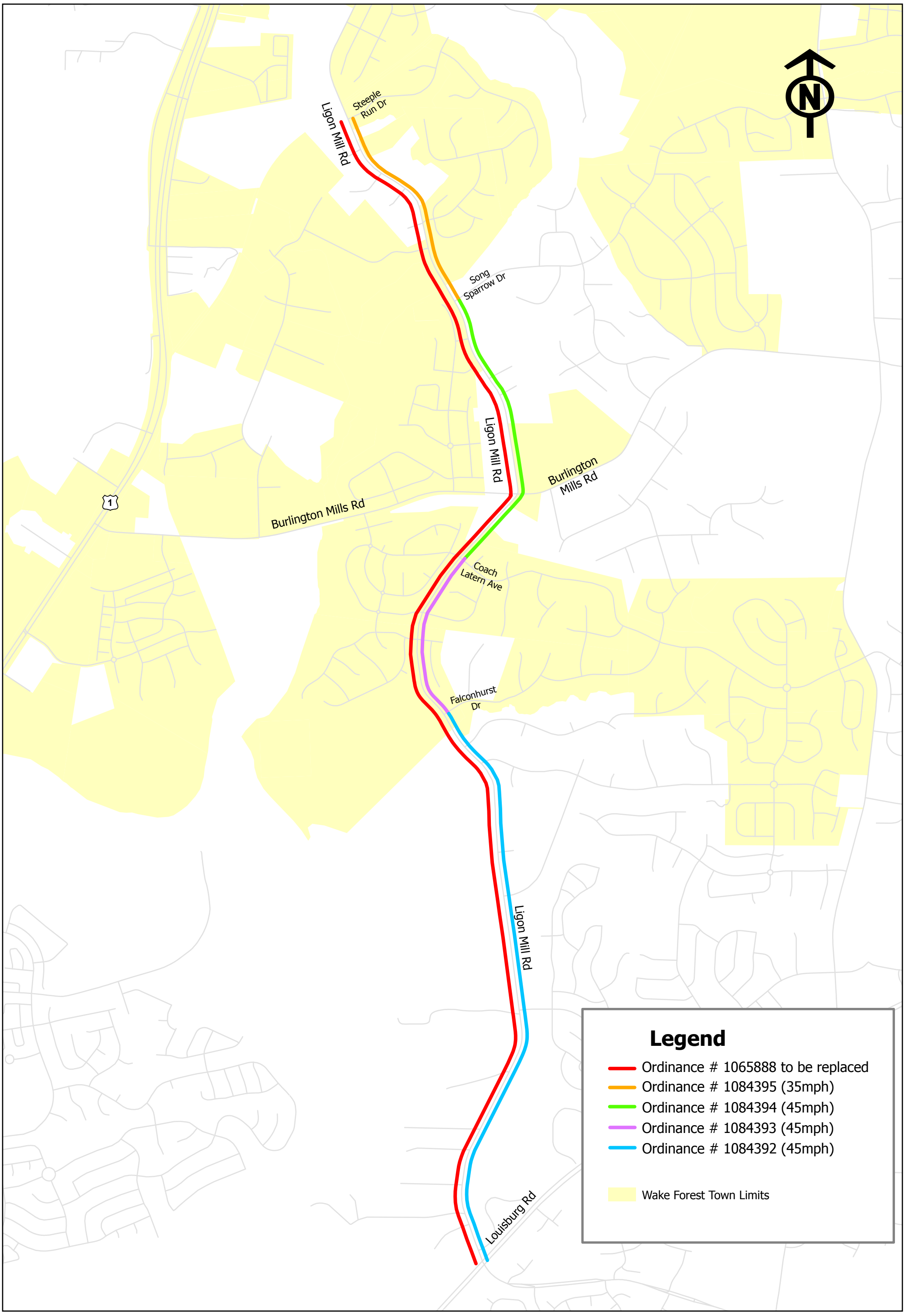
_____
(signature) (municipal seal)

Department of Transportation Approval

Division: _____ Title: _____ Date: _____

Region: _____ Title: _____ Date: _____

Attachment D: Summary Exhibit - Visual Representation of Ordinance change



Please note that this map is intended for illustrative purposes only.
For specific inquiries regarding data displayed here, contact the
Wake Forest IT Department at 919-435-9500.

4/26/2024
Not to Scale

Board of Commissioners Agenda Item Report

Agenda Item No.: 2024-161-
Submitted by: Brad West
Submitting Department: Planning
Meeting Date: May 21, 2024

SUBJECT
Approval of a Resolution to Authorize the Town Manager to Enter into a Professional Design and Engineering Services Contract for Smith Creek Greenway Phases 2 and 3

Recommendation:
Approval

Item Summary:

ATTACHMENTS
- Agenda Summary
- Contract Scope and Fee
- Smith Creek Greenway Phases 2 and 3 Request for Proposals
- Resolution.docx

Agenda Item: Approval of a Resolution to Authorize the Town Manager to Enter into a Professional Design and Engineering Services Contract for Smith Creek Greenway Phases 2 and 3

Summary: A Request for Proposals was issued on March 18, 2024 and responses were due by 5 p.m. on April 5, 2024. Based on the review of their RFP response, Town staff engaged with Kimley Horn and requested a scope of work to review. Town staff has reviewed the scope of work and is recommending that the Town contract with Kimley Horn for the design of Smith Creek Greenway Phases 2 & 3, which spans from Heritage High School to Burlington Mill Road. The proposed fee for the engineering and design services is a lump sum fee of $602,400.

Once completed, the Smith and Dunn Creek Greenway projects will connect Wake Forest residents to the region's extensive trail and greenway network, linking to destinations such as Downtown Raleigh, Umstead Park, and several other communities in the Triangle.

Attachments: Contract Scope & Fee
Request for Proposals

TOWN OF WAKE FOREST, NORTH CAROLINA SUPPLEMENTAL SERVICES AGREEMENT NO. [#3] TO THE MASTER SERVICE AGREEMENT FOR ON-CALL PROFESSIONAL ENGINEERING SERVICES

SECTION I: PURPOSE

The purpose of this Supplemental Services Agreement (hereinafter "SSA") is for, Kimley Horn, the Consultant, to provide On-Call general engineering Professional Services, as assigned, in accordance with the Agreement titled, "TOWN OF WAKE FOREST, NORTH CAROLINA MASTER SERVICES AGREEMENT FOR ON-CALL PROFESSIONAL ENGINEERING SERVICES" between the Town and Kimley Horn, dated March 6, 2023 (hereinafter "Master Services Agreement" or "MSA").

SECTION II: SCOPE

The Consultant shall provide the services outlined in the scope of work dated April 30, 2024. In this contract, “Work” means the services that the Consultant is required to perform pursuant to this contract and all of the Consultant’s duties to the Town that arise out of this contract. Any amendments, corrections, or change orders by either party must be made in writing signed in the same manner as the original. (This form may be used for amendments and change orders.) The Town reserves the right to refuse payment for any work outside that authorized herein or pursuant to a duly approved amendment or change order.

SECTION III: SCHEDULE

Consultant shall perform tasks as expeditiously as practical and in conformance with schedules developed at the time of assignment of individual tasks and agreed upon by the Town and Consultant.

SECTION IV: PERIOD OF SERVICE

This SSA shall be for a period of twelve (24) months from Notice to Proceed issuance.

SECTION V: COMPENSATION

Consultant shall perform the services detailed in the scope described in Section II above on the basis of the hourly rate schedule contained in the MSA or set fee for services and attached hereto.

Billing shall be on a monthly basis in conformance with Section VI of the MSA, and invoices for all compensation owed in accordance with this SSA shall be submitted to the Town with sufficient detail to process the invoice for payment and for a proper pre-audit and post-audit thereof in accordance with Town standards. The total amount billed to the Town under this Supplemental Service Agreement shall not exceed $602,400 nor shall the Consultant incur costs above $602,400 without the written permission of the Town.

SECTION VI: INSURANCE COVERAGE

Consultant shall provide insurance coverage as provided for in Section VII of the MSA.

SECTION VII: OTHER SPECIAL TERMS

The Town will provide the Consultant all pe1tinent information and data available to the Town and deemed necessary to perform assigned tasks.

SECTION VIII: PRE-AUDIT, if applicable

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

_____

(Signature of Finance Officer)
Town of Wake Forest
301 S. Brooks Street
Wake Forest, NC 27587

SECTION IX: CONTRACT MONITORING

Staff member responsible for monitoring the contract performance requirements is:

Name and Title: Brad West, Long Range Planning Manager

IN WITNESS WHEREOF, the Town of Wake Forest and the Consultant have caused this contract to be executed under seal by their respective duly authorized agents or officers.

TOWN OF WAKE FOREST:	CONSULTANT:
By: _____	By: _____
Printed: _____	Printed: _____
Witnessed by:	Witnessed by:
_____	_____
Name	Name

_____
Printed

(SEAL)

_____
Printed

(SEAL)

INDIVIDUAL PROJECT ORDER NUMBER 5

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

Identification of Project:

Project Name: Smith Creek Greenway Phase 2 and 3
Consultant Project Manager: Caleb Lowman
Project Number: 011311074

Specific scope of basic Services:

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

Project Understanding

The purpose of this IPO is to provide plans and specifications for approximately 2.47-miles greenway, survey, and geotechnical recommendations for Smith Creek Greenway Phase 2 & 3. This design will provide the missing link between existing greenway sections of the Smith Creek Greenway from south of Burlington Mills Road to north of Ligon Mill Road. These plans and specifications will be reviewed by Town of Wake Forest and City of Raleigh via the Towns IDT site. It is estimated that the project will take 12 months to complete design and permitting. Services included in this IPO are listed below.

Scope of Services

Consultant will provide the services specifically set forth below.

Task 1 – Meetings and Coordination

Project Kick-Off Meeting. Upon receiving notice to proceed, a project kick-off meeting will be held onsite to discuss the project's objectives and critical issues, particularly regarding coordination and scheduling between the different parties involved. This meeting will also establish the preferred greenway location. During this meeting the Consultant and these parties will finalize the project schedule, determine the extent of existing data available, define additional data to be collected, and establish an approval process.

Design Review Meetings - Review meetings with the Town included in this scope of services will occur as specifically identified herein. Consultant will have up to two (2) staff members attend three (3) Design Review Meetings at major project milestones. These meetings will be scheduled in conjunction with the monthly progress meetings to the extent possible in respect to the overall project schedule.

Progress Meetings - Progress meetings with the Town will be held monthly to provide an update on the project schedule and coordinate the outstanding issues. Consultant shall provide up to two (2) staff to attend a maximum of twelve (12) progress meetings associated with the Project.

Meetings with North Carolina Department of Transportation (NCDOT)
Consultant will attend up to two (2) meetings with the Town and NCDOT to discuss the greenway sections located within NCDOT Right-of-Way.

Duke Energy Transmission Encroachment Agreement for Greenway/Connector Dr Trailhead - Consultant will meet with a Duke Energy representative on-site to review 30% plans and request initial feedback from Duke Energy. Following completion of 60% design drawings, we will submit to Duke Energy for an encroachment agreement.

Coordination - Consultant will maintain coordination with the Town, NCDOT, Raleigh Water, and other stakeholders throughout the project. Consultant will maintain coordination with the Town as required for review of analyses, documents, and designs. Consultant will develop a project work plan, summarize the project schedule, and maintain the schedule for the anticipated twelve (12) month project duration

Meetings beyond those described above will be considered additional services.

Task 2 – Wetland Delineation and Permitting Coordination

Wetland and Stream Delineation - Kimley-Horn will utilize the existing delineation files (provided by the Town) to conduct a field investigation to evaluate the delineated jurisdictional features under the rules and regulations surrounding the new 2023 Conforming Rule for Waters of the U.S. (WOTUS). Additionally, during the field investigation, Kimley-Horn will delineate the absence or presence of streams, wetlands, and/or open waters within additional areas not captured in the previous delineation of the greenway corridor utilizing the three-parameter approach for wetland delineation as described in the Federal Manual for Identifying and Delineating Jurisdictional Wetlands. Potentially jurisdictional features will be assessed and verified in the field using the guidelines presented in the 1987 U.S. Army Corps of Engineers Wetland Delineation Manual and the 2012 Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Eastern Mountains and Piedmont Region (Version 2.0).

Based on the project's location in the Neuse River Basin, streamside riparian buffer zones along the corridor may be regulated by the NCDWR. Kimley-Horn will review the most recent NRCS Soil Survey of Wake County and USGS 1:24,000 topographic maps for the area and determine the likely applicability of the riparian buffer rules within the project corridor. Data forms required for certification by the U.S. Army Corps of Engineers (USACE) and/or the North Carolina Division of Water Resources (NCDWR) will be completed with the data necessary obtained during field investigations. Any jurisdictional streams will be classified as either perennial or intermittent and will be documented per NCDWR stream classification protocol. The delineated wetland and stream boundaries will be flagged, and GPS located with a handheld GPS unit, as necessary.

Following the completion of the stream, wetland, and riparian buffer delineation within the corridor, Kimley-Horn will provide the delineation data to the Project team and the Town of Wake Forest and will assist the Project team with development of the Environmental Features Map with field-generated data and constraints.

Riparian Buffer Determination and Verification - Due to the expiration of the previously issued 2017 Buffer Determination for the project corridor, Kimley-Horn will prepare and submit a buffer applicability determination request to NCDWR based on the delineation completed in Wetland and Stream Delineation consisting of figures, stream data forms, and the required supporting documentation. Kimley-Horn anticipates that one site inspection will be required with the NCDWR where stream determinations will be reviewed in the field with the applicable agency representative. Kimley-Horn will perform any minor

modifications to the stream delineation that may be deemed necessary by the NCDWR in order to obtain concurrence.

Preliminary Jurisdictional Determination Request Package - Kimley-Horn anticipates that a Preliminary Jurisdictional Determination (PJD) request will best meet the Client's objectives for the project corridor. Kimley-Horn will prepare the PJD request package for submittal to the USACE based on the delineation completed in Wetland and Stream Delineation. Kimley-Horn will seek to obtain concurrence from the USACE on the wetlands, open waters, and/or streams identified within the project corridor. The request package will consist of a cover letter, the required PJD forms, required figures, and supporting data forms. It is anticipated that one site inspection will be required with the USACE where Kimley-Horn will review the final delineation in the field with applicable agency representatives. Kimley-Horn will perform any minor modifications to the jurisdictional feature boundaries that may be deemed necessary by the USACE in order to obtain concurrence.

Nationwide Section 404/401 Permitting & NCDWR Buffer Authorization - Kimley-Horn anticipates that the proposed project will require a Section 404 Nationwide Permit (NWP) from the USACE and a Section 401 Water Quality Certification (WQC) with a Neuse River Basin Buffer Authorization from the NCDWR due to unavoidable impacts to jurisdictional streams, wetlands, waters, and/or protected riparian buffers. It is assumed that the project will qualify for authorization under the NWP #14 criteria for linear transportation projects. Kimley-Horn will prepare a draft Nationwide Section 404/401 Permit and Neuse River Basin Buffer Authorization Application based on the proposed site plan for Client review. Based on the anticipated project corridor conditions, Kimley-Horn assumes up to ten impact sites will be required. Should mitigation be required by the agencies for stream, riparian buffer, and/or wetland impacts resulting from the project, as part of the permit application package preparation, Kimley-Horn will coordinate with private mitigation banks and/or the NC Division of Mitigation Services (NCDMS) to reserve mitigation for the project impacts. On-site mitigation design services are not included in this scope of services but can be provided as an additional service if required.

Following incorporation of any Client revisions, Kimley-Horn will finalize and submit the Nationwide Section 404/401 Permit and Neuse River Basin Buffer Authorization Application to the USACE and NCDWR via the NCDWR ePCN system. Following submittal of the application, Kimley-Horn will track the package through the regulatory review processes. This will include addressing up to one additional information request made by the USACE or the NCDWR.

If the regulatory agencies determine that the project does not qualify for authorization under the NWP program and an Individual Section 404/401 Permit is required, the preparation of the Individual Section 404/401 Permit will be considered as additional services.

Task 3 – 30% Preliminary Plans

Preliminary Plans - Consultant shall incorporate the previous preliminary design plans for the project including greenway path alignment, and vertical design potential pipe crossings and bridge locations. These plans will be drafted in Mircostation and will be conceptual in nature. Consultant will evaluate the alignment and draft in alternative alignments to minimize project impacts.

Preliminary plans will include wetland delineation, topographic survey, final recommended horizontal layout, vertical geometry, and construction limits. We will evaluate the alignment and seek to avoid champion trees, wetlands, and other potential impacts along the greenway.

Consultant will prepare the multi-use path plans on combined plan and profile sheets at a scale of 1"= 40' horizontal and 1" = 4' vertical. Consultant will prepare preliminary cross sections at a scale of 1" = 10'. This submittal will include an updated opinion of probable construction cost. Consultant will provide a Quality Control/Quality Assurance review of the preliminary right-of-way plans prior to submittal. The Consultant will submit electronic plans through the Town's IDT site.

Task 4 – 30% Trailhead Parking Lot

Consultant will illustrate on the 30% preliminary alignment map a layout of the proposed trailhead parking lot that connects to Merritt Drive at the existing 3-leg intersection. The proposed parking lot shall not exceed one acre in size per the Town agreement with the North Carolina land and Water Fund. The 30% milestone will include a plan enlargement of the trailhead. These preliminary enlargement plan(s) will illustrate locations for proposed site features including driveways, curbs, sidewalks, retaining walls, and trail alignment for access to the adjacent Smith Creek Greenway. In addition, a Preliminary Grading Plan will be provided depicting existing contours, proposed contours at one (1) foot intervals, and onsite treatment measures approximately located for the trailhead parking lot area.

Task 5 –Hydraulic Design

Hydraulic Analysis - Consultant will recreate existing drainage features (plan view, profiles, cross sections) in MicroStation using the horizontal and vertical alignment data contained in the plans and AutoCAD files from the Town (previously designed by Stewart Engineering). Consultant will then review the 30% design for areas that need additional calculations, or redesign.

A high-level review of the existing plans has already revealed some of the following:

- Ditch grading: The ditch typical sections on some cross sections revealed that the shoulder point slopes down incorrectly in cut sections then hinges back up without a ditch when a ditch may or may not be needed. Based on this, it is estimated several sections of shoulder/ditch will need to be redesigned/regraded. Some may simply sheet flow across the greenway, others will require a ditch.
- Ditch calculations: VHB Design Calculation Packages dated March 2nd, 2020 has some ditch calculations missing or calculated using non-matching slopes from the plans.
- Cross pipes: There are several cross-pipe elevations are deep in cut to the point of needing outlet tail ditches which extend all the way through the buffer and thus do not meet diffuse flow conditions for buffer rules. Due to permitting challenges several of these areas may need the cross pipes raised up or, at a minimum, tail ditches redesigned. This may result in the entire greenway grade needing raised up vertically due to pipe cover for certain sections.
- Drainage Areas: CAD files received from the town do not contain drainage areas. It is assumed drainage areas will need to be re-delineated and analyzed for the entire project (both phases) to confirm existing calculations and for missing calculations.
- Conflicts with utilities: There is at least one conflict with a 30" sanitary sewer and an outlet ditch. The cross pipe will need redesigned. It is assumed there will be a few other situations like this.
- New developments: New developments along the corridor may require re analysis of drainage areas or redesign due to new offsite drainage patterns

For these areas, any others that arise change based on Task 3-8 and the parking lot area mentioned in Task 4, consultant will perform drainage design and analysis for drainage pipe systems and linear ditches along the proposed alignment of the Greenway. This analysis will be based upon the topographical information included in the survey and base information available for drainage designs such as GIS contour information, USGS Quad maps, and FEMA information. All hydraulic designs will be completed in accordance with the

Town of Wake Forest and NCDOT requirements for Hydraulic Design, whichever is more stringent. The anticipated tasks associated with this include:

- Recreate/Draft proposed drainage features in MicroStation (plan view, cross sections, profiles)
- Conduct field reconnaissance of existing and proposed drainage features and patterns associated with proposed greenway pipe crossings and existing ditches. Supplemental hydraulic surveys will be performed in addition to the provided survey, to be used to verify and/or set proposed bridge elevations and proposed culvert inverts.
- Size cross pipes along greenway alignment and determine critical greenway profile minimums to allow for the proposed cross pipes. Communicate these critical profile control points to the greenway design staff to facilitate establishing the vertical profile grade. Culverts will be sized using HY-8 software by FHWA.
- Evaluate and design necessary revisions to existing hydraulic structures (drop inlets, cross pipes, headwalls)
- Design proposed ditches necessary to appropriately drain low areas adjacent to proposed greenway and to replace existing ditches impacted by the proposed greenway. Design proposed storm drain systems (drop inlets, open end pipes, catch basins, etc.) along the proposed curb and gutter sections utilizing Geopak Drainage software.
- Evaluate and design necessary revisions to existing hydraulic structures (drop inlets, cross pipes, headwalls) that may be impacted by the proposed greenway.
- Finalize drainage designs for ditches, storm drainage systems, drop inlet locations, outfall analyses, and final cross pipe designs.
- Draft the proposed drainage features (ditches, cross pipes, inlets, etc.) and all associated labeling.
- Draft the proposed ditches and final cross pipes into the greenway profile sheets. These ditch profiles will be processed in Geopak to generate the proposed ditches in cross section.
- Update the Drainage Summary Sheet.

Task 6 – Stream Modeling / FEMA Permitting

It is our understanding that VHB was working on a no-rise package for Smith Creek Phase 2 but that it was never submitted. Additionally, the VHB Hydraulic Narrative for Phase 3 states that a no-rise model was completed and submitted to the Town. However, it is our understanding the Town does not have the HEC-RAS model files or any other associated files for either Phase 2 or Phase 3 and that both models' will have to be rebuilt from the start.

While the outcome will depend on the configuration of proposed bridges and greenway fill into the floodplain/floodway, this Scope of Services assumes that a no-rise condition can be achieved with incorporation of the improvements for both Phases 2 and 3. Kimley-Horn will request the HEC-RAS model from NCDOT for the Ligon Mill Bridge and, if received, would be used as the base model for both phases. If not received, the effective Smith Creek FEMA model (downloaded from NCFRIS website) would be used as the base model for the analysis of both phases. Peak flow rates within the FEMA model will not be changed for this analysis. Kimley-Horn will create a duplicate effective model, a corrected effective model, and a proposed conditions model in order to determine the effect of improvements on the 100-year water surface profile. The proposed conditions model will incorporate greenway design, the proposed pedestrian bridges, and any other fill/excavation which is proposed for both Phases 2 and 3.

If a no-rise condition cannot be achieved, then the project will require FEMA-permitting through a Conditional Letter of Map Revision (CLOMR). Modeling and work to provide a CLOMR would be considered Additional Services.

The hydraulic analysis and No-Rise Certification process will include the following steps:

- Perform a field investigation and gather supplemental hydraulic data
- Review effective and preliminary FEMA hydrologic and hydraulic modeling data for Smith Creek
- Develop duplicate effective and corrective effective HEC-RAS modeling plans. The corrected effective modeling geometries will incorporate corrections to the base model based on survey and field investigation data
- Incorporate proposed improvements into the proposed conditions model
- Prepare a No-Rise Certification report.
- Coordinate with Town Floodplain Manager to facilitate review and approval of the No-Rise Certification report.

Task 7 – 60% Right-of-Way Plans

Design Plans - Consultant shall incorporate the Town's comments received from the 30% Preliminary Design plans and refine the design. Consultant will prepare 60% plans consisting of final greenway horizontal alignment, vertical geometry, cross sections, construction limits, proposed easements, pavement marking, and signing plans. The designs will be performed in accordance with applicable Town, CORPUD, NCDOT, and AASHTO standards and guidelines. Consultant will provide a Quality Control/Quality Assurance review of the preliminary right-of-way plans prior to submittal. The Consultant will submit electronic plans through the Town's IDT site.

Signage and Wayfinding Plans - Consultant shall develop signing plans in accordance with MUTCD, NCDOT, and Town requirements, as well as wayfinding for the Project using the Town's Comprehensive Wayfinding Plan for Parks and Greenways. Plans shall include sign locations, sign types, other appropriate information, and sufficient dimensioning for field layout.

Erosion and Sediment Control (ESC) Design - Consultant will design and specify control measures resulting from the redesign outlined in Task 5 (and any other redesign) which minimize erosion and limit off-site sedimentation during construction. The design from the previous plan set provided by the Town will be used as the base design, however upon a high-level review it appeared the calculations were missing (which are necessary for permitting through NCDEQ). The design will be in accordance with the requirements of the NCDMLR and the Town. Erosion and sediment control measures will be identified on plan sheets with non-standard details not included in the NCDMLR Erosion Control Manual drawn as a part of the plan set. The Consultant will submit these plans and calculations to the Town for review prior to the NCDMLR submittal. The Consultant will then submit the necessary application, calculations, and erosion control plans to the NCDMLR Division of Land Quality Regional Consultant to apply for a grading permit.

Final Right-of-Way Plans - Consultant will participate in a "Plans in Hand" field review and revise the final plans in accordance with the field review. The plans will also be revised based on comments received at the preliminary right-of-way plans review meeting and comments from environmental agencies. These plans will be considered Final Right of Way Plans (75% Plans). The Town will use these plans for use during the Right of Way and Easement Acquisition phase of the project. Kimley-Horn services related to easement acquisitions will be considered additional services and are not included in this project.

Public Utility Coordination - Consultant will locate and identify ownership of private utilities located within the project and coordinate with the utility owners on what will need to be relocated, adjusted, or

abandoned. Water and Sewer adjustments will be made by the contractor, but all other adjustments will be made by the utility owner.

Coordination with private utility owners is not anticipated and will be considered additional services.

Task 8 – 60% and 90% Trailhead Parking Lot

Consultant will advance the preliminary 30% Trailhead Parking Lot Design plans following receipt of written comments provided by the Town during their design review and interim coordination with our internal Design Team.

<u>60% Trailhead Parking Lot Plans</u>
Consultant will include the following drawings with the Project's 60% Plan Submittal Milestone.

- Existing Conditions Plan. Exhibit with existing topography, boundary, and location of site utilities.
- Demolition Plan. Plan will outline those structures, pavement, curb & gutter, sidewalks, storm pipe networks, and utility lines to be removed / demolished / abandoned in-place.
- Site Plan (Geometric Plan). Plan(s) will define proposed improvements including driveways, parking lots, structures, and sidewalks. Staking information and dimensions will be provided to assist the contractor in site layout and provide horizontal control of the proposed improvements. Plan will also indicate known or proposed easements, as well as any required buffers and setbacks.
- Grading and Drainage Plan. Plan showing existing contours, proposed contours at one (1) foot intervals. Plan(s) will include spot elevations in critical areas, proposed contour lines interpolated between spot elevations, building pad finished floor elevations, and limits of disturbance will be shown within the proposed grading plan. Storm drainage pipes shall be sized and specified in accordance with Town requirements.
- Erosion Control Plan. Plan(s) including details for site work improvements, erosion and sediment control measures, and entrances onto public streets will be shown. Erosion Control will be per the Town/County requirements. It is assumed the disturbance will be over 1 acre and a Land Disturbance Permit will be required from Wake County.
- Construction Details. Plan(s) including details for site work improvements, erosion and sediment control measures, and entrances onto public streets will be shown. Typically, these details will correspond with NCDOT and the Town of Wake Forest standard details.
- Landscape Plans and Details. Consultant shall develop planting plans and landscape details for the Project. Design shall include drought-tolerant, low maintenance sustainable plant material with final selection to be coordinated with the Town. Plans will include locations for all plant material, all plant material identified by genus and species, installation sizes and quantities and installation details.

<u>90% Trailhead Parking Lot Plans</u> - Consultant shall incorporate the Town's comments received from the 60% Design Plans and finalize the design. Additional plan sheets including construction details may be developed. The Final Plans will include final details. Consultant will make up to one (1) revision to the plans based on comments received from the Town.

Task 9 – Structure Design

The structural design of two (2) pedestrian bridges (approximate bridge lengths of 115 and 35 feet) and low-level concrete boardwalks (approximate total length of 1,800 feet) will be performed in accordance with the AASHTO Guide Specification for the Design of Pedestrian Bridges, and the AASHTO LRFD Bridge Design Manual; and based on the foundation recommendations, provided by the project

Geotechnical Engineer, and the hydraulic study. It is assumed that the pedestrian bridge will consist of a prefabricated superstructure (designed by others), supported by cast-in-place concrete on H-Piles designed by the Engineer. It is assumed that the concrete boardwalk will be of precast concrete construction with a precast concrete tread deck system, like a PermaTrak concrete boardwalk system, supported on timber piles. The timber piles will be designed by the Engineer with two span length options – ten (10) and fifteen (15) feet spans. Geotechnical recommendations were not available at the time of this scope and fee. If a different substructure unit or foundation type is recommended than that assumed above, Engineer will develop a new scope and fee for any additional effort.

Determination of Pedestrian Bridge and Boardwalk Concept Type - Engineer will meet with the Town to develop the concept type (the desired structural and architectural features) for the pedestrian bridge and low-level concrete boardwalk that will be used for the project. It is assumed that there will be one concept type chosen for the pedestrian bridge and concrete boardwalk approaches.

Preliminary Bridge Plans - Engineer will develop Preliminary Bridge Plans, which will include two (2) plan sheets for each structure showing plan, profile, and typical pedestrian bridge section; and one plan sheet for the concrete boardwalk approaches showing preliminary structure details only. Preliminary Bridge Plans will be submitted to the Town for review at the 60% plan phase.

Engineer will incorporate any comments on the Preliminary Bridge Plans provided by the Town prior to moving to the final design and plan production phase.

Final Bridge Plans - Engineer will finalize the design of the pedestrian bridge substructures and coordinate with the precast concrete boardwalk designer/supplier to provide final plan details illustrating a full basis of design along a decided trail alignment. Precast concrete boardwalk plan details will be incorporated into the Final Bridge Plans and Specifications for the overall project. Limited pedestrian bridge superstructure details will be included to portray the Town's desired concept type. The Final Bridge Plans and Specifications will be submitted to the Town for review at the 90% plan phase.

Engineer will incorporate one (1) round of Town 90% review comments and finalize the Final Construction Document Bridge Plans and Specifications, and calculations.

Pedestrian Bridge and Boardwalk Basis of Design

- Bridge length, span options, and height above creek/stream shall be based on hydraulic requirements.
    - Engineer has assumed one (2) span lengths for this scope of work.
- Concept type will establish structural materials and architectural features for the project.
    - Consideration will be given to the constructability, probable construction cost, and life-cycle cost for the various options discussed.
- The maximum walkway (clear) width for the pedestrian bridge and concrete boardwalk approaches shall be 10 feet.
- The maximum vehicular live load on the pedestrian bridge and concrete boardwalk approaches shall be H-5.
- The anticipated span for the pedestrian bridge is 90 feet, simple span.
- The concrete boardwalk shall be of precast concrete construction with typical spans of approximately ten (10) feet and fifteen (15) feet.
- Pedestrian bridge superstructure will be a prefabricated structure designed by others, based on the details and performance specification in the contract documents.
- The anticipated pedestrian bridge substructure units will consist of reinforced concrete founded on steel H-Piles.

Task 10 – Final Plans

90% Final Design Plans - Consultant shall incorporate the Town's comments received from the 60% Design Plans and finalize the design. Additional plan sheets including construction details may be developed. The Final Plans will include final details. Consultant will make up to one (1) revision to the plans based on comments received from the Town.

Special Provisions - Consultant shall draft technical specifications or special provisions for the Project for inclusion in the bid documents.

Final Opinion of Probable Construction Cost (OPCC) - Consultant shall prepare an OPCC for the Project using the final quantities for unit price pay items.

100% Final Plans - Upon receipt of written comments or approval of the 90% Final Design Plans from the Town and all other appropriate agencies, Consultant will furnish one reproducible set of 100% final sealed construction plans and documents for use by the Town in the bidding and construction phases. Reproducible drawings will be provided on 22" x 34" plan sheets in accordance with Town/NCDOT standards.

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

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

Task 11 – Geotechnical Investigations (Falcon Engineering, Inc.).

See Falcon Engineering Scope of Work Dated April 30, 2024 (Attachment A).

Task 12 – Location and Surveys (McKim & Creed)

See McKim & Creed Survey Scope of Work April 30, 2024 (Attachment B).

Additional Services

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

- Any meetings not specifically identified above requested by the Client or on the Client's behalf by a third party to this Agreement
- Coordination or Section 7 Consultation with the US Fish and Wildlife Service

- On-site mitigation design
- Phase I or Phase II archaeological investigations
- Investigations regarding hazardous materials, waste, or contamination
- Groundwater studies, monitoring, or analysis
- Preparation or submittal of a No Practical Alternatives Analysis
- Preparation or submittal of Individual Section 404/401 Permit
- Preparation or submittal of Major or Minor Riparian Buffer Variances
- Groundwater studies or analysis
- USFWS Concurrence Letter Request for CLOMR
- Conditional Letter of Map Revision (CLOMR)
- Letter of Map Revision (LOMR)
- Stream Restoration & Pond Assessments
- Private Utility Coordinate and Design not specifically identified above
- Easement Acquisition Services
- Construction Phase Services, including a Pre-Construction Conference

Information provided by Town

The following information will be provided to the Consultant by Town prior to notice to proceed:

- Available existing as-built information in the vicinity of the project area, including utilities
- Current development plans filed with the Town for adjacent development proposed
- Any project permitting and mitigation fees an any project advertising fees

The Consultant shall be entitled to rely on the completeness and accuracy of all information provided by Town.

Consultant and Client agree to the following general schedule in connection with the services set forth above:

Schedule

The Consultant shall develop a final project schedule following the Project Kick-Off Meeting with mutually agreed upon timelines during that meeting. The Consultant will provide these services as expeditiously as practicable with the goal of meeting the established schedule.

The Consultant shall not be held responsible for any delays in time of completion resulting from the following:

- Client's failure to carry out any of their responsibilities in a timely manner.
- Approving agencies failure to provide timely approval of permits, encroachments, or other entitlement applications.
- Additional Services requested by the Client.
- Any other circumstances beyond the control of the Consultant.

In the event Consultant is delayed by circumstances listed above, the time required to complete the Scope of Services and Additional Services will be extended by negotiation.

For the services set forth above, Client shall pay Consultant the following compensation:

Fee and Expenses

Consultant will perform the services described in the Scope of Services for a lump sum fee of **$602,400.00**. Fees broken down by individual tasks are as follows:

Task No.	Design Tasks		Estimated Fee
1	Meetings and Coordination	$	29,500.00
2	Wetland Delineation and Permitting Coordination	$	38,500.00
3	30% Preliminary Plans	$	26,400.00
4	30% Trailhead Parking Lot	$	16,000.00
5	Hydraulic Design	$	67,100.00
6	Stream Modeling / FEMA Permitting	$	50,000.00
7	60% Right-of-Way Plans	$	74,700.00
8	60% and 90% Trailhead Parking Lot	$	99,700.00
9	Structure Design	$	42,600.00
10	Final Plans	$	41,000.00
11	Geotechnical Investigations	$	23,700.00
12	Location and Surveys	$	89,700.00
	Expenses	$	3,500.00
	Total	**$**	**602,400.00**

All permitting, application, and similar project fees will be paid directly by the Client. Fees will be invoiced monthly based upon the percentage of services completed as of the invoice date. Payment will be due within 30 days of the date of the invoice. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter. We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

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

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

Introduction:

The Town of Wake Forest (Town) is requesting informal proposals from the Town's on-call consultants for design and engineering of Smith Creek Phases 2 & 3.

Project Description:

Smith Creek Phases 2 & 3 are a 1.9-mile extension of the Smith Creek Greenway in Wake Forest and includes a proposed trail head parking lot off of Ligon Mill Road. The project would tie into existing greenway segments constructed by private developments, such as Kitchen Farms, Caddell Woods, and Moss Creek.

The project would be fully within existing easements or publicly owned property. All properties have appropriate allowances for greenway infrastructure and related construction activities.

9317 Ligon Mill Road (PIN 1739932460) will be gaining additional allowances for the construction of a one-acre trail head parking lot in coordination with the State of North Carolina Land & Water Fund, which enforces deed restrictions and covenants on that property. State staff are expecting this additional allowance to be granted and recorded in Spring 2024. The overall trailhead parking lot shall not exceed one acre in size, per the Town's agreement with the North Carolina Land & Water Fund.

In 2020, 90% plans were developed for Smith Creek Phases 2 & 3, including a trail head parking lot. However, these plans were never fully approved and their associated permitting has expired.

At this time, the Town has allocated bond funding for construction with bidding anticipated in Late Winter - Early Spring 2026. The tasks in this scope are anticipated for the development of a shovel ready project. The consultant will provide the following services and documents.

Deliverables:

1. Site Survey
2. Utility Design and Coordination (if applicable)
3. Natural Systems/Permitting/Hydraulic/Erosion Control (if applicable)
4. Geotechnical Investigation
5. 30% Drawings/Schematic Design
6. 60% Design Drawings
7. 90% Design Drawings/Design Specifications/Permits/Easements
8. 100% Final Plans
9. Boardwalk Design using Permatrak or similar system (if applicable)
10. Signage
11. Natural Resources and Environmental Permitting, (if applicable)
12. Agency Permitting and Environmental Letters (if applicable)
13. Engineer's Estimate for Cost of Construction

Note: The Town possesses 90% Design Drawing CAD files for Phases 2 & 3 from an earlier design and review submission of this project**.** Therefore, this project would likely entail updating existing plans and permitting, including a redesign of the proposed trailhead parking lot to

comply with NC Land and Water Fund requirements and access onto the newly constructed Merritt Capital Drive.

All plan submissions should be through the Town's IDT application system. The consultant team will be responsible for addressing staff comments and attending any Pre-Application Meetings and/or Technical Review Committee meetings to discuss the plan submissions.

Proposal Format and Content:

The proposal shall be informal and brief. The following content should be included:

- A brief description of the project scope
- Any anticipated obstacles/missing information from RFP
- Proposed schedule from Notice to Proceed. Anticipated Notice to Proceed is April 22, 2024.This date is dependent on overall project cost and respective approval thresholds.
- Breakdown of project costs and fees

Proposals should be informal and brief, only including a brief summary and the required content listed above. The summary and scope may be combined, if desired. Proposals shall be submitted electronically (PDF) no later than April 5, 2024 at 5:00pm. No submittals will be accepted after this time and early submission is encouraged.

If there are any questions related to the request above, please reply directly to this email and cc Brad West at bwest@wakeforestnc.gov.

Sincerely,

Brad West

RESOLUTION 2024-XX

RESOLUTION AUTHORIZING THE TOWN MANAGER TO EXECUTE, ON BEHALF OF THE TOWN OF WAKE FOREST, A PROFESSIONAL DESIGN AND ENGINEERING SERVICES CONTRACT FOR SMITH CREEK GREENWAY PHASES 2 AND 3

WHEREAS, the Town is committed to providing a robust network of greenways and multi-use paths; and

WHEREAS, the design and construction of Smith Creek Greenway Phases 2 and 3 would complete the last missing link to the regional greenway network; and

WHEREAS, consistent with the Town's On-Call Master Service Agreement, the Town issued a Request for Proposals on March 18, 2024 for Smith Creek Greenway Phases 2 and 3 engineering and design work; and

WHEREAS, Kimley-Horn and Associates was selected as the preferred firm;

BE IT RESOLVED that the governing body of the Town of Wake Forest hereby authorizes the Town Manager to execute a professional design and engineering services contract for Smith Creek Greenway Phases 2 and 3.

Adopted and effective this the 21st day of May, 2024.

_____

Vivian A. Jones

Mayor

ATTEST:

APPROVED AS TO FORM:

_____

_____

Theresa Savary
Town Clerk

Hassan Kingsberry
Town Attorney

Board of Commissioners Agenda Item Report

Agenda Item No.: 2024-174-
Submitted by: Jeanette Johnson
Submitting Department: Public Works
Meeting Date: May 21, 2024

SUBJECT
Approval of Acceptance of Grant - North Carolina Department of Environmental Quality 2024 Community Waste Reduction and Recycling Grant

Recommendation:
Approve the Town's acceptance of the NCDEQ 2024 CWRAR Grant offer of $15,000 for curbside residential recycling program education in the Town.

Item Summary:

ATTACHMENTS
- SUMMARY_NDCEQ_CWRAR_Grant_5.9.2024.docx
- Johnson_Jeanette_2024 CWRAR Grant_Adjusted_Delaney King NCDEQ_Approval.docx
- 2024 CWRAR RFP.pdf
- CWRAR Final Report Guidelines.pdf
- Resolution_Approval_of_Acceptance_2024_NCDEQ_CWRAR_Grant_Award.docx

Agenda Item: Approval of Acceptance of Grant - North Carolina Department of Environmental Quality 2024 Community Waste Reduction and Recycling Grant

Summary: The Town has received an offer of $15,000 for fiscal year 2024-2025 from the NCDEQ for the 2024 Community Waste Reduction and Recycling Grant for continuing education of the Town's recycling collection program.

The grant has been offered for the use of purchasing and mailing magnetic mailers to all solid waste participating households to improve recycling education and reduce recycling contamination. Additionally, the grant can also be used on advertisement educational resources like a new truck wrap for a new yard waste truck to have mobile education on the truck throughout the community.

The requested action is to approve of the acceptance of the North Carolina Department of Environmental Quality 2024 Community Waste Reduction and Recycling Grant of $15,000 for fiscal year 2024-2025.

Attachments: Johnson_Jeanette_2024 CWRAR Grant_Adjusted_Delaney King NCDEQ_Approval.docx

2022 CWRAR RFP.pdf

CWRAR Final Report Guidelines.pdf

Resolution_Approval_of_Acceptance_2024_NCDEQ_CWRAR_Grant_Award.docx

2024 CWRAR Grant
Town of Wake Forest Contamination Reduction Program

Applicant Contact Information:

Jeanette Johnson, Sustainability Coordinator
Town of Wake Forest Public Works
234 Friendship Chapel Rd
Wake Forest, NC 27587
919.435.9585 Phone
jjohnson@wakeforestnc.gov

Date of Proposal Submittal: February 15, 2024

General Requirements:

Usage of N.C. Solid Waste Disposal Tax Proceeds:

Wake County Solid Waste Disposal Tax Proceeds are used only for solid waste management purposes per requirements of N.C. G.S. 105-187.63. These purposes include landfill management, convenience site recycling and waste transportation, necessary operations equipment, qualified staff salary, and recycling related costs.

Public Building Recycling Services:

Government buildings located in the Town of Wake Forest have standard recycling bin access, all employees have a recycling bin in their office and a recycling guide for proper recycling. Additionally, cleaning staff members are trained on proper recycling disposal and are cautious of contamination when collecting. Recycling bins and recycling guides are also available in communal locations. Town of Wake Forest employees and visitors are encouraged to use the recycling bins located at these locations.

Mercury Product Recycling:

When fluorescent lights and mercury containing thermostats are replaced and removed from Town of Wake Forest public buildings and properties, the maintenance crew overseeing said removal ensures responsible recycling through a private vendor. New installed lighting is not fluorescent and do not contain mercury.

Project Description:

The Town of Wake Forest has been working to remove contamination from the residential recycling stream in the community and provide proper recycling information to all residents. This is an effort they plan to continue for many years to come but are working to expand on the program that has recently started to get to a point where the Town can maintain the program long term. Currently, the Town utilizes a contractor (Republic Services) to collect curbside single stream recyclable items from household recycling carts. Items that can be collected in the single stream curbside cart include clean, empty, and rinsed household plastics (like jugs, tubs, bottles, plastic jars, etc.), clean, emptied, and rinsed metal cans (like aluminum cans and steel cans), clean, emptied, and rinsed household glass (bottles and jars), non-contaminated mixed paper (not shredded, not tiny, etc.), and non-contaminated cardboard (flattened and clean). The Town has developed a process to greatly reduce contamination moving forward. First steps of the process have included providing as much information as possible to the public about proper recycling and disposal in the Town of Wake Forest. The Town has worked on many different products for the benefit of proper recycling education to community members; examples are listed below:

- Series of graphics and informational posts for all social media accounts
    - https://www.wakeforestnc.gov/RecycleRightWF
- Produced video on proper recycling to better explain and visualize proper procedure
    - https://vimeo.com/414814015

- Updated and distributed trash/recycling guides that are accurate and up to date
    - https://issuu.com/bmartinson/docs/_final__guide_to_solid_waste_2021?fr=sZjAyNTI0ODE0NTU
    - See figure 3 below
- Provide educational materials at public events
- Created a sorting game for the community to play and learn from
    - https://wakeforest.recycle.game/
- Created and updated Web Pages that reflect proper recycling guidelines in Wake Forest
    - https://www.wakeforestnc.gov/public-works/solid-waste/recycling
    - https://www.wakeforestnc.gov/meetings-events/earth-day-activities-projects
- Included recycle right information in local publications in the Town
    - See figures 4 & 5 below
    - https://issuu.com/bmartinson/docs/_final_digital__mayjune_2021_our_town?fr=sMjc1NTI0ODE0NTU
- Conducted in person and virtual presentations on recycling correctly
- Truck Wraps for Advertisement of Education
    - See an example in figure 6 below
- Mass sticker distribution on existing recycling carts
    - See figure 7 below
- Upgrading recycling carts to larger carts with recycling guide sticker on it
    - See figure 8 below
- "Stick with these 6, Never these 9" Postcard Mailers
    - See Figure 9 below

Within the next year, the Town has several items planned for contamination prevention education and increased recycling access:

- Print and mail 19,500 graphic focused recycle right magnets for inside the resident's homes to all participants at a current cost of $17,561 (Design Sample – Figure 1)
- Complete truck wrap advertisements for our leaf collection trucks at a current cost of $2,270.29 (Example – Figure 6)
- Purchase 1,500 Solid Waste, Recycling, & Yard Waste Guides for distribution to newly constructed homes and residents requesting the information with a budget of $2,500.00
- Purchase recycling related products to engage and educate community members at a budget of $3,500.

Additionally, to provide more specific recycling education, the Town of Wake Forest has been tagging individual carts for violations. Recycling collection drivers have been refusing collection for recycling carts that contain contamination. Rejecting carts with contamination has proven to be a successful educational opportunity for community members. The Town certainly wants to take the approach of guiding residents to recycle correctly but also want to recycle. Therefore, we make sure our customer service team takes an educational approach to communicating rejected collections. With taking the approach of making incorrect disposal inconvenient but not removing services the Town hopes to see proper and correct recycling improve. The Town anticipates recycling tonnage for the 2024-2025 fiscal year to be at or above 3,500 tons based on historical collection data (See Figure 10 below).

Description of purchases to be made with grant funds:

The Town of Wake Forest intends to utilize any grant funds of $15,864 to purchase 19,500 magnets to be mailed to community members (and remining to go to new resident moving into the community) and an educational truck wrap on our newest yard waste rear loader yard waste truck. These educational products and messaging will allow for the Town of Wake Forest to decrease contamination, educate on proper disposal and recycling, and provide clear information about proper recycling to community members.

Description of the anticipated life of service:

The anticipated life of service for all educational materials would extend past the item itself. To elaborate, the education of proper recycling can remain relevant for many years and even generations to come while the paper itself or even the magnet will not likely last more than a few years. Unless the content of the education needs to be updated then the content of the materials will still be relevant and will remain in the minds of our community members.

Number of households that will have access to recycling services:

Currently, the Town of Wake Forest provides solid waste, recycling, bulk, and yard waste collection services to 17,410 households. However, the Town experiences a growth of an average of 70 new homes a month. That adds up to about 840 new households annually with no signs of slowing down currently. All new residents receive large, 96-gallon, blue lid recycling carts for their home. The larger recycling carts and Recycle Right/ proper disposal education are essential tools to the disposal success of Town of Wake Forest residents. All new construction homes and new requesting residents receive a "new resident packet" that includes a reusable tote made of post-consumer textiles, solid waste guides, previous post card mailers about proper recycling, information on how to access Waste Wizard, and more. We intend to add the magnets to these packets long term so any new resident will have the same resources as the rest of the community.

Estimate of the waste reduction impact of the proposed project:

The Town of Wake Forest is home to many individuals with incredibly diverse backgrounds. Many new residents come from areas where recycling was a common practice and standard and intend to keep doing it in their new community. The guidance, recycle right education, informational magnet, proper disposal education and tools, and the large, 96-gallon, blue lid recycling cart provides a means for these individuals to partake in the community recycling program and contribute valuable materials. The Recycle Right Campaign was launched in the late spring of 2021 and has been widely accepted by the

community. We continue to run the Recycle Right campaign as a constant reminder of how to recycle properly. Currently, the Town's recycling rate averages about 22% per month with an estimated 60% - 65% participation rate. Through diligent recycling education and increased access to recycling disposal receptacles, the Town is determined to increase the number of recyclables being collected in Town of Wake Forest recycling carts while ensuring the best quality recyclable products make it into the cart properly. The goal for the Town, as a community, is to reach the average recycling rate of 32%. The Town aims to decrease waste that is going into landfills by 10% over the next 5 years as well as reduce the contamination rate by 3% - 5%. Accessibility of disposal receptacle and persistent and easy-to-understand education are the target methods of use to improve and increase successful recycling efforts throughout the Town of Wake Forest community.

Project Timeline:

- August 31, 2024: Magnets purchased and mailed, and truck wrapped.
- May 15, 2025: Submit all invoices and draft final report to NC DEACS
- June 30, 2025: Submit Final Report to NC DEACS

Project Budget:

Grant Project Elements – Adjusted for $24,000			
Project Elements	**Project Costs**	**State Grant Award Adjusted**	**Applicant Cash Match Adjusted**
5x7 Magnets for Residents	$17,561	$13,500	$4,061
Truck Wrap	$2,270	$1,500	$770
Project Budget	**Total Project Cost**	**State Grant Award**	**Applicant Cash Match**
TOTAL	$19,831	$15,000	$4,831

Figures

Figure 1- Recycling Post Card Sample

TOWN of WAKE FOREST

Non-Collection Notice

Dear Customer: We could not collect your item(s) for the following reason(s) checked. Please remove any uncollected items within 24 hours of your regularly scheduled collection day.

TRASH
- ☐ Cart is overfull, too close to another cart or blocked
- ☐ Cart weighs more than 200 pounds
- ☐ Placed in the wrong cart or improper container
- ☐ Contains recyclables or yard waste
- ☐ Contains hazardous materials (paint, oil, chemicals) or prohibited waste
- ☐ Contains soil, concrete or brick
- ☐ Other _____

RECYCLABLES
- ☐ Cart is overfull, too close to another cart or blocked
- ☐ Cart weighs more than 200 pounds
- ☐ Placed in the wrong cart or improper container
- ☐ Contains refuse or yard waste
- ☐ Contains hazardous materials (paint, oil, chemicals) or prohibited waste such as pet waste
- ☐ Not properly prepared
- ☐ Contained in a plastic bag
- ☐ Other _____

BULK TRASH
- ☐ Cardboard needs to be broken down
- ☐ Items must be scheduled for a bulk collection
- ☐ Electronics are not eligible for curbside pickup
- ☐ Items not placed in the right-of-way for collection

YARD WASTE
- ☐ Bag, household container or bundle weighs more than 50 pounds
- ☐ Cart weighs more than 200 pounds
- ☐ Placed in the wrong cart or improper container
- ☐ Contains refuse or recyclables
- ☐ Contains hazardous materials (paint, oil, chemicals) or prohibited waste such as pet waste
- ☐ Contains soil, concrete or brick
- ☐ Exceeds 4 cubic yards permitted per household
- ☐ Ordinance prohibits pickup of waste from contractors
- ☐ Other _____

LOOSE LEAVES
- ☐ Limbs, leaves and trash must be separated
- ☐ Do not block roadway with leaves; place behind curb
- ☐ Leaves were blocked
- ☐ Leaves contain soil, rocks and/or limbs
- ☐ Leaves contain concrete or brick
- ☐ Leaves are bagged
- ☐ Other _____

SOLID WASTE DISPOSAL LOCATIONS

TRASH, RECYCLING AND HAZARDOUS WASTE:
North Wake Multi-Material Recycling Center
9029 Deponie Drive, Raleigh | 919.870.4006

TRASH AND RECYCLING:
3913 Lillie Liles Road, Wake Forest
2001 Durham Road, Hwy 98, Wake Forest

wakegov.com/recycling

Town of Wake Forest | Public Works Department
234 Friendship Chapel Road, Wake Forest, NC 27587
919.435.9570 | wakeforestnc.gov

Figure 2- Cart Tagging Tag Sample

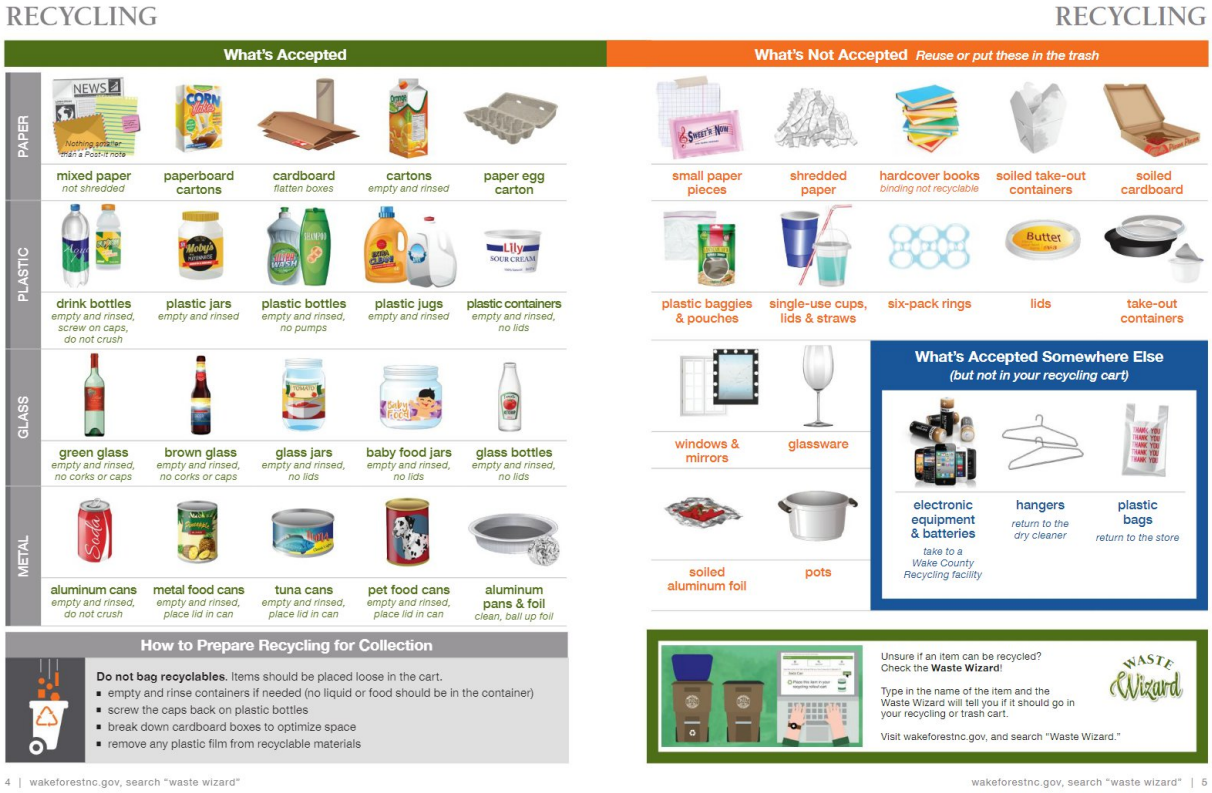


Figure 3- TOWF Solid Waste/Recycling Guide

Our Town

May/June 2021 TOWN of WAKE FOREST

It is more important to recycle the right items than to guess and risk contaminating other recyclables. Recyclables should be emptied and rinsed before they are placed in the cart.

Waste Wizard keeps you informed and helps you RECYCLE RIGHT

The Town of Wake Forest is encouraging residents to stay informed about trash, recycling and yard waste collection by signing up for the "Waste Wizard." Available at **wakeforestnc.gov**, the Waste Wizard is a free interactive tool that allows residents who receive solid waste service from the town to sign up for personalized trash and recycling collection reminders. Residents can download collection schedules and access online service request forms for bulk waste pickup, brush pickup and missed collections.

The Waste Wizard also allows residents to type in key words related to disposable household materials and receive valuable disposal tips. From aluminum cans and phone books to popcorn bags and plastic beverage bottles, the search tool helps residents determine which items can be recycled and which ones should be thrown away.

To visit the Waste Wizard, go to **wakeforestnc.gov** and search "waste wizard." The Waste Wizard is also provided as a function on the Town of Wake Forest app. To download the Town's app, visit **wakeforestnc.gov** and search "TOWF app."

wakeforestnc.gov, search "waste wizard", Sustainability Coordinator Jeanette Johnson, ☎ 919-435-9585, ✉ jjohnson@wakeforestnc.gov

Holiday Schedule: Wake Forest Town Hall and all other administrative offices will be closed May 31 for Memorial Day. For a complete list of Town holidays and any changes to Town services, visit wakeforestnc.gov and search "holiday schedule."

Town of Wake Forest
301 S. Brooks Street
Wake Forest, NC 27587
919-435-9400

wakeforestnc.gov

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News Highlights

Registrations accepted for summer camps and enrichment programs

The Parks, Recreation & Cultural Resources Department offers a variety of summer programs in art, theatre, athletics, cooking, LEGO® and more. To browse the offerings and to register, visit **wakeforestnc.recdesk.com** and click on the "programs" tab.

Public Works Week is May 16-22

National Public Works Week is the third week of May. During May, we recognize the department that is responsible for maintaining our roadways, collecting our waste, pruning our street trees, keeping our lights on and so many other services that residents rely upon. As our way of honoring the contributions of our Public Works Department, we invite you to help us celebrate by sharing photos, drawings and letters that express your appreciation for our Public Works Department. You can share your submissions through the online form at **wakeforestnc.gov**, search "public works week."

Figure 4- Our Town Publication, Front Page

PUBLIC WORKS

Recycling reminders

Do not squish, crush, or compact plastic bottles and aluminum cans. The sorting system at the material recovery facility (MRF) recognizes these items as three dimensional objects. Crushing or compacting these items means the sorting system will not be able to recognize them and will sort them into the wrong place.

Screw lids on plastic bottles only. Throw other lids away. Lids on items like a sour cream container can fall off in the sorting process and end up contaminating other recyclables or making a mess at the MRF.

Make sure recyclables are rinsed and clean. Dirty recyclables contaminate other clean and useful recyclables like paper and cardboard.

Larger pieces of paper can be recycled but throw away small bits of paper. Small bits tend to tend to make a mess at the MRF and can even become litter.

To-go boxes are not recyclable. Clamshell boxes are difficult to sort correctly at the MRF and many are made with a combination of more than one plastic. Do not recycle these items.

Do not overfill recycling carts with cardboard. Tightly packed carts cannot be dumped because items get stuck in the cart. Likewise, any loose, overflowing items can fall out and cause litter.

Keep trash secured in trucks

Loose trash in trucks creates litter along Wake Forest roadways

Help keep Wake Forest roadways clean by securing any trash in your truck bed. When you throw trash in the back of your truck, it inevitably blows out and becomes litter on the roadside.

Learning the new rules of recycling

Recycling incorrect items is costly and can make the entire lot of materials unusable

The rules of recycling have changed. Did you know that not all items marked with the recycling symbol are recyclable as part of the Town's waste reduction efforts?

As it turns out, some items actually create a greater environmental detriment and cost to recycle than to throw them out in the trash.

Another challenge for the recycling industry is that many items that wind up in the mix actually impair the efficiency and safety of handling legitimate recyclables. These unwanted materials can make the whole lot unusable, thereby making contamination a costly obstacle for recycling.

While it feels good to reduce landfill volume and help the environment, attempting to recycle the wrong things—or wishing they could be recycled—can actually negate recycling efforts. It's less important to fill the bin with a mix of things we *think* may be recyclable as it is to put in things we *know* are recyclable.

Today's recycling is all about shape and size. To help the process, remember to keep recycling in its original form. For example, stop crushing cans, or tearing paper into small pieces, as modern recycling equipment separates items based on their intact shape.

If you are not sure if an item is recyclable, check the Waste Wizard at **wakeforestnc.gov**. Using the Waste Wizard, type in the name of the item and find out the proper disposal method for that item.

If it feels like you are putting too much in the trash, consider what you are tossing out and seek other ways to make an impact. For example, make a point to choose alternatives to single-use consumables. Products like reusable mugs instead of single-use cups, and reusable shopping bags instead of plastic or paper, are easy ways to make a big difference.

Do all you can to avoid contributing to recycling contamination. One way is to rinse all items clean before adding them to a recycling bin.

You are the first step to successful recycling that is cost-effective and environmentally-beneficial process. Thank you for caring and doing your part.

wakeforestnc.gov, search "recycling", ☎ 919-435-9570, ✉ publicworksdept@wakeforestnc.gov

These items should never go in your recycling cart

TOP 5 RECYCLING CONTAMINANTS

1. Plastic bags or bagged recycling
2. To-go boxes (clamshells) or to-go cups
3. Food contaminants (food or drink left in recyclables, dirty pizza boxes)
4. Styrofoam (#6 plastics are not accepted)
5. Plastic cups, Solo® cups & straws

Figure 5- Our Town Publication, Page 2

Figure 6- Truck Wrap Sample

Figure 7- Recycle guide stickers that have been placed on resident's carts and on carts for newly constructed homes

Figure 8- Small 48-gallon, black lid recycling cart upgraded to large, 96-gallon blue lid recycling cart

Figure 9 – This is the "Stick with these 6, Never these 9" Postcards that were mailed out to Town of Wake Forest community members. The simplified messaging aimed to help clear up some confusion in regard to what can and cannot be recycled.

Month	22-Jul	22-Aug	22-Sep	22-Oct	22-Nov	22-Dec	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Total
Trash	1065.95	1161.3	1046.47	1006.74	1130	1,073	1111.71	905.5	1055.09	995.67	1143.17	1134.85	12829.78
Recycling	275.72	311.17	282.34	290.16	312.11	314.18	348.17	252.59	284.4	260.39	281.93	300.83	3513.99

Figure 10. This image depicts the tonnages from fiscal year 2022-2023 which is the most recent completed year of data to use as an estimate for predicted recycling tonnage. The total recycling tonnage for fiscal year 2022-2023 is 3,513.99 tons of recycling that went to the MRF.

2024 Community Waste Reduction and Recycling Grant Program

REQUEST FOR PROPOSALS
N.C. Department of Environmental Quality
Division of Environmental Assistance and Customer Service

The purpose of this grant program is to assist local governments with the implementation, expansion, and improvement of waste reduction and recycling programs in North Carolina. The Division of Environmental Assistance and Customer Service (DEACS) administers the Community Waste Reduction and Recycling (CWRAR) grant program through the Solid Waste Management Outreach Program.

With the release of this Request for Proposals (RFP), DEACS is seeking proposals that help communities build lasting capacity to divert materials from the waste stream and / or that increase public awareness of waste reduction and recycling. Applicants should carefully read this entire RFP prior to submitting a proposal.

Contact:	Sandy Skolochenko 919-707-8147 sandy.skolochenko@deq.nc.gov	**Grant Funding:** **Cash Match:**	Up to $50,000 20% of grant award
Proposals Due:	February 15, 2024 by 5:00pm	**Project Period:**	July 1, 2024 – June 30, 2025

What Types of Projects are Eligible?

DEACS seeks viable, well-planned proposals from local governments in North Carolina for projects that will initiate, expand, or improve waste reduction and recycling programs. Grant money may be used to help purchase physical infrastructure or equipment to divert materials from the waste stream, or to purchase, print and distribute educational materials to inform the public about waste reduction and/or recycling programs.

Examples of grant projects include but are not limited to:

- Implement new or expand existing curbside recycling programs.
- Transition a curbside recycling program from collection using bins or blue bags to a cart-based collection system.
- Implement or improve staffed drop-off recycling infrastructure to expand access to recycling or offer diversion programs for new material streams.
- Print and distribute educational materials to increase recycling participation and/or reduce contamination in the recycling stream and improve material quality (see additional questions in Special Requirements section). *Education may include things like signage, postcards, magnets, oops tags, decals, bill inserts, brochures, etc. Grant funds may be used to develop new educational materials, update existing education to improve messaging, or update accepted material lists (e.g., adding new recyclable materials like paper cups, cartons, or polypropylene containers).*
- Implement or expand household hazardous waste collection programs.
- Consolidate recyclables from more than one local government to provide more efficient transport to a material recovery facility (MRF).

Note About Food Waste Projects:
All projects related to food waste collection, donation or recycling should apply for the Food Waste Reduction grant*. The application period for the 2024 Food Waste Reduction Grant closed October 25, 2023 and a 2025 Food Waste Reduction Grant opportunity is expected to be announced in summer of 2024.*

Eligible and Ineligible Expenses

Examples of *approved uses* of CWRAR grant funds include site development costs, construction of facilities to handle recyclable materials, equipment or vehicle purchases, equipment installation costs, and educational materials such as signs, mailers, handouts or brochures.

Grant funds *may not be used* for employee salaries, land acquisition costs, administrative expenses such as overhead, utility costs, studies or work performed by consultants, contracted collection costs, and / or payment for other contracted recycling services such as payment to a vendor for operating a household hazardous waste collection event.

How Grant Funds Work

All CWRAR grant funds are distributed on a reimbursement basis. Purchases must be made during the grant contract period and requests for reimbursement can be made after the grantee has completed and paid for grant purchases. State and local sales taxes are not reimbursable and should be excluded from grant expenditure totals. DEACS will continue to reimburse grantees until 90% of the award amount has been expended, withholding 10% of funds until receipt of an approved final report.

Available Funding

Applicants may request any amount of grant funding up to a maximum of **$50,000**.

Cash Match

CWRAR grants require a cash match of at least 20 percent of the requested grant funding. For example, a grantee requesting a $20,000 grant must match at least $4,000 with local funds for a total project cost of $24,000. Distributions from the $2 per ton Solid Waste Disposal Tax may be used to cover cash match requirements. In-kind contributions will not be accepted in lieu of cash match.

To calculate the necessary cash match for any grant project, determine the total budget associated with the project and then use the following equation: total project budget ÷ 6 = required cash match.

Contract Period:

Successful grant applicants will be required to enter into a grant contract with the N.C. Department of Environmental Quality (NCDEQ). The resultant grant contract period is generally one year and intended to align with the local government fiscal year beginning July 1, 2024 and ending June 30, 2025. Grantees must expend funds within the year-long contract period unless the grant contract end date is extended by written agreement between the applicant and NCDEQ. Extensions are possible but not guaranteed. All purchases must be made within the grant contract period. *Any purchases made prior to the start of the grant contract or after the end date of the grant contract will not be eligible for reimbursement.*

Who is Eligible?

Local governments, defined as counties, municipalities, councils of governments and solid waste authorities in North Carolina, are eligible to apply for funding from the CWRAR grant program.

Former CWRAR grantees are eligible to apply. Applicants with an open 2023 CWRAR grant contract must have invoiced for 90% of eligible grant funds by the proposal due date (February 15, 2024). Proposals will

not be accepted from applicants with an open CWRAR grant from cycles prior to 2023. Applicants with open grants from other programs (e.g., Abandoned Manufactured Home Grants, Food Waste Reduction) are eligible to apply if open grants are in good standing and expected to be completed on time.

Federal and state agencies, universities and colleges, and non-profit organizations *are not eligible for funding* through this grant program. Public schools are not eligible for funding through this grant program; however, local governments may apply for funding to support public school recycling projects - see Special Requirements section below.

Conditions on Submittals

- *Only one proposal per eligible entity will be accepted.* Grant proposals may combine funding requests for multiple types of projects into one proposal. The available funding limits still apply.
- Joint projects are encouraged in which two or more local governments partner on a project and contribute funding. Any local government participating in a joint project proposal may not submit additional proposals.
- Proposals will not be accepted from local governments that have not submitted the required Solid Waste and Materials Management Annual Report for the most recent fiscal year.

How to Submit Proposals:

One electronic copy of the proposal must be submitted by email to sandy.skolochenko@deq.nc.gov. Receipt of all acceptable proposals will be acknowledged by email. *If you do not receive a confirmation, contact Sandy Skolochenko at 919-707-8147 as soon as possible.* It is the responsibility of anyone submitting a proposal to contact DEACS if they do not receive a confirmation. No arrangements will be made for lost proposals after the due date.

Please submit electronic versions of proposals as Microsoft Word (preferred) or Adobe (PDF) files. If submittal of an electronic version of a grant proposal presents a hardship, please contact Sandy Skolochenko to discuss submittal options.

Proposal Due Date:
Proposals must be received by DEACS by *5:00 p.m. on Thursday, February 15, 2024.* Any proposals received after the deadline will not be considered. Local governments requiring board approval to apply for grant funds should plan to procure that approval before the submittal deadline.

Word of Advice for Grant Writing:
Available funding is limited, and it is anticipated that the 2024 CWRAR grant round will be highly competitive. For this reason, it is important that projects seeking grant funding be well thought out and well planned, and that applicants provide all information as outlined in the Required Proposal Format section. Proposals that seek grant funds for the replacement of existing equipment will be scored substantially lower than projects that implement new recycling services or projects that expand existing recycling services.

Applicants are strongly encouraged to contact Sandy Skolochenko at (919) 707-8147 or sandy.skolochenko@deq.nc.gov to discuss potential grant projects prior to submitting a proposal.

Required Proposal Format:

The following outline indicates what applicants *must* include in their proposal for it to be considered complete. Proposals that fail to provide all the required information or that fail to follow this format may not compete well and may not be considered for funding.

- Project Title
- Applicant Contact Information: to include:
  - ✓ Name and title of main contact
  - ✓ Organization
  - ✓ Address
  - ✓ Phone number
  - ✓ Email address
- Date of Proposal Submittal
- General Requirements: see General Requirements section below for more information
  - ✓ Written statement certifying that Solid Waste Disposal Tax Proceeds are used only for solid waste management purposes and a description of how proceeds are used.
  - ✓ Written statement indicating that the applicant has recycling services for cans, bottles and paper available at key government buildings and a list of the materials collected.
  - ✓ Written statement indicating that the applicant has established a program for the collection and recycling of fluorescent lights and mercury containing thermostats from public buildings owned by the applicant.
- Project Description: Provide responses to each of the following prompts below. Applicants are encouraged to provide a clear project description and consider the Award Criteria as they describe the project elements.

  1. Describe the proposed project and identify specifically what items (and how many) you intend to purchase with grant funds. If the project will implement a new recycling program or improve an existing recycling program, provide a list of the recyclable materials that will be accepted and indicate where will they be taken for processing or marketing.
     (Planning: 0-25 points)
  2. What is the anticipated service life for the items or materials to be purchased with grant funds? Estimate how long the project will continue to serve the community and how you will financially and operationally sustain the project after the grant ends.
     (Planning: 0-25 points; Efficiency/Cost Effectiveness: 0-25 points)
  3. How does the proposed project address a specific recycling need for the community? Will the grant project create a new service, enhance or expand an existing service, or support an existing recycling service without expanding that service?
     (Demonstration of Need: 0-25 points)
  4. How many households or businesses will be impacted by or have access to the recycling services associated with the proposed project?
     (Demonstration of Need: 0-25 points; Efficiency/Cost Effectiveness: 0-25 points)
  5. Estimate the number of tons of waste expected to be reduced annually as a result of the proposed project. Explain how you came up with the estimate.
     (Waste Reduction Impact: 0-25 points)
  6. Describe any partnerships associated with the proposed project. Please include documentation of support from any partner entities.
     (Planning: 0-25 points; Efficiency/Cost Effectiveness: 0-25 points)

- Special Requirements: Proposals for recycling education, school recycling, electronics recycling or away-from-home recycling must include additional information as stipulated in the Special Requirements section below.
- Project Timeline: Simple bulleted list showing approximate dates for major project milestones. Timeline must begin on or after July 1, 2024 and project must be complete by June 30, 2025. Please follow the example below:
  - ✓ November 1, 2024: Carts and educational materials purchased and commercial recycling program launched *(adjust based on proposed project)*
  - ✓ May 31, 2025: Submit all invoices and draft Final Report to DEACS *(required)*
  - ✓ June 30, 2025: Submit Final Report to DEACS *(required)*
- Project Budget: Please submit a table following the example below. Table should include an itemized list of intended expenditures and estimated costs. Total row should reflect the total project cost with breakdown of grant funds requested from the state and amount of matching funds to be provided by the applicant. Applicant Cash Match must be at least 20% of State Grant Award.

Project Elements	**Estimated Cost**		
Recycling Carts for Commercial Recycling Program	$ 10,500		
Labels for Carts and Signs for Recycling Sites	$ 900		
Program Brochures (Printing)	$ 600		
	Total Project Cost	**State Grant Award**	**Applicant Cash Match**
Total Project Budget	**$ 12,000**	**$ 10,000**	**$ 2,000**

** State and local sales taxes are not reimbursable expenditures and should not be included as part of grant budgets.*

General Requirements – *for all applicants*

- Solid Waste Disposal Tax proceeds: Solid Waste Disposal Tax proceeds are distributed to eligible local governments on a quarterly basis by the Department of Revenue. According to G.S. § 105-187.63, these funds must be used by a city or county solely for solid waste management programs and services. CWRAR grant applicants must certify in writing that all disposal tax proceeds are used only for the purpose of providing solid waste and recycling services. In addition to this written certification, applicants should describe how disposal tax funds are utilized and whether proceeds will be used to supply matching funds.
- Public Building Recycling Services: CWRAR grants will not be awarded to applicants that do not have recycling services for cans, bottles, and paper available at their government buildings. As part of the grant proposal, all applicants must indicate that employees in the key government buildings operated by the applicant have reasonable access to recycling services and are able and encouraged to recycle materials generated in the course of government business. Please include a list of the materials collected for recycling at these facilities.
- Mercury Product Recycling: G.S. § 130A-310.60 requires that any public agency using state funds for the construction or operation of public buildings shall establish a program for the collection and recycling of all spent fluorescent lights and thermostats that contain mercury generated in public buildings. As part of the grant proposal, all applicants must indicate that they have a program in place for the collection of fluorescent lights and mercury thermostats from their public buildings. If the applicant does not have a program in place for the collection of these materials, then as a precondition of any grant award the applicant must initiate such services.

Special Requirements – *only for applicants seeking funding for recycling education, school recycling, electronics recycling, or away-from-home recycling projects*

Special Requirements for Recycling Education/Outreach Projects

1. Provide a list of the recyclable materials accepted by the program and indicate how the materials are to be collected (single stream, dual stream, source separated). If the grant proposal is for regional outreach materials, all local governments or entities participating must agree on a common list of materials for recycling and provide that common accepted list with the grant proposal.
2. If the grant proposal is for regional outreach materials, a letter of agreement and support must be provided by each participating local government or entity. Each participating entity should establish and provide a designated recycling contact for project coordination.
3. If the grant involves adding recyclable materials to the accepted list, confirm that the item(s) have been approved by your material recovery facility and are reflected in your recycling contract, if applicable.
4. Identify the primary message of the outreach effort.
5. Indicate whether you will be using your own design or if you will be using DEACS customizable design services. https://www.deq.nc.gov/about/divisions/environmental-assistance-and-customer-service/recycling/general-recycling-information/customized-outreach-materials
6. Supply mock-ups or example graphics for the educational materials proposed in the grant. Are your materials dependent on words or images?
7. Acknowledge that you will adhere to the following if the grant is awarded:
    - Discuss the material design with your assigned DEACS grant manager as soon as possible to ensure clear communication about the project content and timing.
    - Documents must be submitted for review prior to printing or execution. Reviews may take up to two weeks, so plan accordingly and submit well in advance of printing. It is often helpful to submit an initial draft for early feedback.
    - Post your community's accepted recyclables list online.
    - Program changes can affect the grant and messaging. Inform DEACS immediately if program changes occur to determine if a contract amendment is needed.

Special Requirements for Public School Recycling Projects

1. Describe the existing school recycling program (if any) that is available in the school system associated with the grant project.
2. List all the public agencies and/or departments that collaborate to assist with or operate the school recycling program and list the role of each entity.
3. A designated recycling contact should be established for each school facility participating in the recycling program. Examples of designated contacts might include school facility manager, head custodian, the faculty coordinator or leader of a group or club, the principal, or school administrator. Please provide a list of schools to be served by this project and the name and title of a designated recycling contact for each.
4. Indicate the locations where recycling containers are or will be placed at the school facilities (e.g., classrooms, cafeterias, hallways, athletic fields, administrative offices, library, copy rooms, etc.).
5. Indicate who will be responsible for emptying the recycling containers (e.g., custodian / cleaning staff, teachers, students, student groups, etc.).
6. Provide a plan for promoting recycling within the schools impacted by the grant project as well as a plan for educating staff and students about the program.

Special Requirements for Electronics Recycling Projects

Any community seeking grant funds to support an electronics recycling program must make themselves eligible to receive funds distributed from the state's Electronics Management Program. More information available at: https://www.deq.nc.gov/about/divisions/waste-management/solid-waste-section/special-wastes-and-alternative-handling/electronics-management/electronics-information-nc-local-governments.

Applicants should indicate if they are already eligible and have received Electronics Management Fund distributions in the past.

- If so, explain how those funds have been used and how the community intends to use the funds that will be distributed in February 2024 and February 2025.
- If not, explain how the community will make themselves eligible to receive funds and how they intend to use funds that will be distributed in February 2024 (if applicable) and February 2025.

Note: municipal applicants may decide whether or not to request Electronics Management Funds directly or allow the county to receive funds. If the county will be receiving funds, please explain the electronics recycling partnership with the county government.

Special Requirements for Away-From-Home Recycling Projects:

Grant funds for away-from-home recycling projects can only be used for recycling related purchases and cannot be used to pay for the purchase of away-from-home receptacles for the collection of waste (garbage). If a proposal includes the purchase of away-from-home receptacles that collect BOTH waste and recyclables, grant funding may be applied only to the recycling portion and the grantee will be responsible for covering the full cost of the waste portion. For example, if a community purchases a combo waste / recycling station that has one slot for garbage and one for recyclables and the receptacle costs $1,200, only the recycling portion ($600) may be included as an eligible grant expenditure. Grant funds would cover $500 and the grantee would cover $100 to meet the 20% match. If seeking funding for an away-from-home recycling project, please indicate whether any of the containers will be used to collect waste (garbage) that will be disposed in a landfill.

Applicants for away-from-home related grant projects are strongly encouraged to specify which particular recycling receptacles are being considered for purchase as a part of their proposal.

How are Proposals Evaluated?

A selection committee will use the pre-established Award Criteria identified below to rank proposals and make award decisions. The review process is expected to be completed and preliminary award announcements should be made by April 2024.

Award Criteria:

Applicants are encouraged to consider the following Award Criteria as they develop their grant proposals.

1. **Demonstration of Need (0-25 points):** Does the proposed project address a specific equipment, educational, or infrastructure gap in the community? How many households or businesses will be served by the project?
2. **Planning (0-25 points)**: Did the Project Description include all necessary elements as outlined in the Required Proposal Format? Are the details of the project clearly planned and outlined with a strategy for addressing issues and evaluating success? Is the proposal well thought out, well researched and backed by valid facts and assumptions? Is the project consistent with recycling industry best management practices?
3. **Waste Reduction Impact (0-25 points)**: Will the project contribute substantially toward reduction of the local waste stream, or will it substantially increase tonnage recovered through recycling services? Will the project improve the material quality in the recycling stream by reducing contaminants? Did the applicant explain how the waste reduction impact was calculated?
4. **Efficiency / Cost-effectiveness (0-25 points)**: Will the project improve the efficiency or cost-effectiveness of the local waste reduction program? Does the project increase the efficiency or effectiveness of an existing recycling service? Does the project reduce the operating cost of a current recycling service, or does it adopt practices proven to be cost effective in other communities? Does the project make investments that will continue to serve the community for years to come? Does the applicant commit to and adequately plan for sustaining the program beyond the grant period?

If a Proposal is Selected for Funding

DEACS anticipates that applicants selected to receive grant funding will be notified by the end of April 2024. Upon consideration of the proposals received, DEACS reserves the right to award grant amounts that are lower than the amount requested by an applicant.

DEACS will notify the applicant with a formal offer by e-mail. The applicant must accept or decline the offer. The following will occur once the offer of grant funding is accepted:

- DEACS may work with applicants to revise initially submitted proposals before entering into a grant contract. Any changes to initial proposals must be approved by DEACS and the applicant and the resultant Final CWRAR Proposal will become an attachment to the grant contract.
- Successful applicants will be required to:
    - Provide their federal tax ID number.
    - Register with the state's e-procurement system using the same address provided in the applicant's proposal. To register in the state's e-procurement system or confirm/update your existing registration, please visit the following link: http://eprocurement.nc.gov/.
    - Submit a Conflict of Interest Policy using the template available at the following link or submitting a copy of your organization's existing policy: https://www.deq.nc.gov/divisions/environmental-assistance-and-customer-service/recycling/programs-offered/grants-local-governments.
    - Submit a No Overdue Taxes Certification with notarized signature using the form available at: https://www.deq.nc.gov/divisions/environmental-assistance-and-customer-service/recycling/programs-offered/grants-local-governments.

- All applicants selected for funding will undergo a compliance review to ensure that they do not have an outstanding Notice of Violation (NOV) related to North Carolina solid waste statutes and rules. Any outstanding NOVs must be corrected to the satisfaction of the N.C. Division of Waste Management (DWM) prior to any grant being awarded. Applicants with outstanding NOVs are responsible for providing DEACS with information from DWM indicating that the community is in compliance and that the NOVs have been corrected before a grant contract can be initiated.
- DEACS will submit a request through the NCDEQ contract processing system for a grant contract. Grantees must act to execute the resultant grant contract without excessive delay.

Other General Terms and Conditions:

All grantees are subject to the following terms and conditions. Most of these terms and conditions will be outlined in the grant contract.

- **Publications:** all documents and publications associated with a grant contract should be printed on recycled paper containing at least 30 percent post-consumer content.
- **Final reports:** a draft final report is required to be submitted to DEACS at least 30 days prior to the contract end date and a final report is required to be submitted by the contract end date. Final reports and drafts should be submitted electronically. Final report guidelines are available at: https://www.deq.nc.gov/divisions/environmental-assistance-and-customer-service/recycling/programs-offered/grants-local-governments.
- **Reimbursement:** distribution of DEACS grant funds is on a reimbursement basis. Reimbursement requests must be submitted on letterhead, must include copies of invoices, and must include proof that the grantee has made payment. Proof of payment may include copies of canceled checks or other financial reports showing that funds were spent. State and local sales taxes are not reimbursable, may not be counted towards expenditure requirements, and should be excluded from reimbursement requests. The amount of actual grant payments may be prorated for projects and / or project elements that come in under budget. *Successful applicants that make purchases before a grant contract is signed by both NCDEQ and the grant recipient will not be reimbursed.*
- **Final 10 Percent of Funds:** DEACS will continue to reimburse grantees until 90 percent of the grant award amount has been expended, withholding 10 percent of grant funds until receipt of an approved final report. The final report must be received and approved prior to the end date of the contract.
- **Extensions / Amendments:** no-cost time extensions are possible but not guaranteed for grant contracts. Grantees seeking no-cost time extensions should submit a request for a time extension at least sixty (60) days prior to the contract end date.

Community Waste Reduction and Recycling Grant Program

FINAL REPORT GUIDELINES

NC Department of Environmental Quality
Division of Environmental Assistance and Customer Service

Requirement
As a condition set forth in the Community Waste Reduction and Recycling Grant Program Request for Proposals, any North Carolina municipality, county, council of governments and solid waste authority that receives a reimbursement grant shall submit a Final Report to the N.C. Department of Environmental Quality (NC DEQ) prior to the end of the grant contract.

Procedures
Grantees should review these Final Report Guidelines several months before the grant period end date to determine the data and information that will be required to complete the Final Report. Grantees should plan to prepare and submit a draft Final Report to their Division of Environmental Assistance and Customer Service (DEACS) grant administrator roughly one month prior to the end of the grant contract. The DEACS grant administrator will review the draft report, note necessary changes or additions, and return it to the grantee for modification and finalization.

When all modifications have been made, submit an electronic version of the Final Report plus any associated attachments to DEACS along with a cover letter. The cover letter should indicate that you are closing your grant project and submitting your Final Report. This cover letter should also request payment of any grant funds you are due that have yet to be distributed. If you are requesting reimbursement of grant funds for expenditures that have not been submitted previously, then you must also submit attachments that document expenditures and that provide proof of payment. Proof of payment may include:

- Copies of invoices that have been signed or stamped as approved for payment,
- Statements or receipts from vendor(s) indicating payment has been received,
- Copies of canceled checks, and / or
- Expense account reports or general ledger statements from local government accounting systems that indicate the financial transactions have been completed.

An approved Final Report must be received before the end of your grant contract term. Expenditures made after the end of the contract term will not be reimbursed.

Final Report Format
The following information outlines the required components of the Final Report. The Final Report is a stand-alone document and not a part of the cover letter. Follow the format described below when preparing your Final Report**. Be sure that the document is titled "Final Report." Do not submit the report in the form of a letter**. Write at least one paragraph for each of the points below with a header identifying each section topic.

1. **Grant Information and Local Contact**
   - Name of Grantee, Grant Cycle, and Grant Contract Number (please follow example below)
     Alexander County, Community Waste Reduction and Recycling Grant, Contract # 5274
   - Contract Term: Beginning and end dates of grant contract;
   - Contact Information, including contact name, title, address, phone number, fax number and email address.

2. **Description of Project as Implemented**
   Provide a brief summary of the grant project and the associated accomplishments. Describe the implementation process and highlight items that were purchased with grant funds along with the key dates from the project implementation.

3. **Assessment of Adherence to Scope of Work**
   Explain whether the project was implemented as originally contemplated in your grant proposal. Highlight any differences between the scope of work in your proposal and the actual implementation. If the project was amended, extended, or changed in any way please describe those changes and the reason(s) that the changes were necessary.

4. **Evaluation of Project Success**
   Describe / explain whether the grant project met its goals. Consider and describe the factors that impacted the project positively or negatively and please offer thoughts or recommendations for communities contemplating similar projects.

5. **Description of Unanticipated Events**
   Describe whether any unanticipated events were encountered while implementing / conducting the grant project and describe the impact that those events had on the project. Please be sure to consider and describe any unanticipated factors that had a negative or positive impact on the project.

6. **Description of Lessons Learned and Planned Improvements or Changes**
   Reflect on the lessons learned during the implementation of this project and describe what would be done differently if the project was to be repeated. This information is particularly important for other communities considering the implementation of similar projects. Also, please describe any planned improvements, changes, or expansions you are considering to the project going forward and how those changes will impact the project. If no changes or improvements are planned, please so indicate.

7. **Description of Community Participation and Impact**
   Describe the how the grant project impacts your community. List the number of households, businesses, or citizens that have access to or are impacted by the grant project, and if possible estimate the number of households, businesses, or citizens that are participating in or utilizing the service or program created with state grant funding.

8. **Description of Waste Reduction Impact**
   Please provide information on the amounts and types of materials that have been recycled as a result of the grant project. List actual weights of materials diverted/recovered if possible (specify pounds or tons). Please be specific about the amount of recycling that can properly be attributed to the grant project. If the project was an enhancement to an existing recycling program or service, is it possible to measure or to estimate the impact of the grant investment on the amount of materials recycled? In addition to providing actual program data, please project how many tons of permanent annual diversion of materials from disposal will take place as a result of the grant project.

9. **Description of Cost Savings**
   Please describe any cost savings or efficiency gains realized as a result of the grant project. This may include savings in transportation costs, processing costs, staff time and labor, or avoided landfill tipping fees as a result of increased diversion. If direct financial savings can be quantified, please provide a projection of the annual savings expected. If the project resulted in more efficient operations for public staff and equipment, a projection of the annual savings in staff hours may be used as a surrogate for dollar savings.

10. **Longevity of Project Impact / Life of Investment**
    Briefly describe how long you anticipate the impact of the grant project will last. If the grant supported a capital purchase, what is the anticipated service life of the item purchased?

11. **Description of Materials Developed and Pictures of Final Project**
    Please list or describe any materials developed as a result of the project (e.g., brochures, fact sheets, promotional materials, or other documents). Please attach copies of the materials and copies of any press or publicity articles related to the grant project.

    If the grant project involved the purchase of equipment, an improvement to a facility, and/or the creation of a sign or other items please provide digital photographs of the equipment or the final product. Photographs can be embedded into the final report document or submitted as separate attachments along with the final report document.

12. **Final Fiscal Report**
    This section of the Final Report should consist of two tables. Please follow the sample tables provided when preparing Final Fiscal Report.

    Table 1 – Project Funds by Source – this table should summarize the sources of funds for the project.

Project Funds by Source	**Dollar Amount Contributed**
Local Government Funds	
State Grant Funds	
Other Funds (if applicable)	
Total Project Funds	

    Table 2 – Project Expenditures – this table should provide an itemized list of project expenditures. The expenditure summary should include the dollar amounts assigned to state funds, grantee matching funds, and other funds (if applicable). The amount shown as "Total Project Funds" in Table 1 and "Total Project Expenditures" in Table 2 should match exactly.

Project Expenditures	**DEACS Funds**	**Grantee Funds**	**Other Funds**	**Total Expenditure**
Item Description and Quantity				$
Item Description and Quantity				$
Total Project Expenditures				$

    N**OTE: Any expenses incurred before a contract is signed by both DEQ and the grant recipient may not be considered as Grantee Matching Funds and are not reimbursable.**

<u>How to Submit Final Reports</u>

Please submit all documents related to your Final Report electronically via email to your grant administrator. If you are not able to submit electronic documents, please ask your grant administrator for information on how to submit hard copies.

RESOLUTION 2024- XX

A RESOLUTION APPROVING THE ACCEPTANCE OF 2024 COMMUNITY WASTE REDUCTION AND RECYCLING GRANT AWARD FROM NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY OF $15,000

WHEREAS, the grant application was submitted on February 15, 2024 by Town of Wake Forest Public Works staff to the North Carolina Department of Environmental Quality for the request of $15,864 to support recycling program education within the Town; and

WHEREAS, on April 2, 2024, the North Carolina Department of Environmental Quality contacted Town Staff to notify them of the Grant Award of $15,000 with guidelines for adjustment for use in the 2024-2025 fiscal year; and

WHEREAS, the requested adjustments to the grant application information were made and submitted on April, 26, 2024; and

WHEREAS, the NCDEQ applied changes to the Town for the grant application on April 29, 2024; and

WHEREAS, the North Carolina Department of Environmental Quality has awarded the grant for the project of acquiring and mailing educational magnetic mailers to all participants of the town's waste and recycling collection program.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Town of Wake Forest, North Carolina, approves the acceptance of the financial award from the North Carolina Department of Environmental Quality for the 2024 Community Waste Reduction and Recycling Program Grant for the use of mailed and printed educational materials pertaining to contamination reduction and proper recycling for Town of Wake Forest residents.

Adopted this 21st day of May 2024.

ATTEST:

_____ Mayor

Theresa L. Savary,

Deputy Town Clerk

_____

Vivian A Jones,

Board of Commissioners Agenda Item Report

Agenda Item No.: 2024-176-
Submitted by: Jennifer Herbert
Submitting Department: Downtown Development
Meeting Date: May 21, 2024

SUBJECT
Ordinance Amending Chapter 10, Article V, Section 20-131 - Curfew, of the Code of Ordinances for the Town of Wake Forest, NC

Recommendation:
Consideration of an ordinance amendment to add a curfew at Friday Night on White events starting Friday at 8pm during the event to 12am Saturday following the event. This ordinance amendment will require a second reading if approved. Proposed boundaries for Friday Night on White curfew are shown in Attachment D.

Item Summary:

ATTACHMENTS

- Item Summary 2024 Ordinance Amendment to Consider Curfew for Friday Night on White.docx
- Attachment A Current Curfew Ordinance – Chapter 10, Article V, Section 20-131.docx
- Attachment B Proposed Ordinance Amendment to add Friday Night on White Curfew .docx
- Attachment C Friday Night on White Venue Map.pdf
- Attachment D Proposed Boundaries for Friday Night on White Curfew.pdf

Agenda Item: Ordinance Amending Chapter 10, Article V, Section 20-131 - Curfew, of the Code of Ordinances for the Town of Wake Forest, NC.

Item Summary: Consideration of an ordinance amendment to add a curfew at Friday Night on White events starting Friday at 8pm during the event to 12am Saturday following the event. This ordinance amendment will require a second reading if approved. Proposed boundaries for Friday Night on White curfew are shown in Attachment D.

Attachments: Attachment A Current Curfew Ordinance – Chapter 10, Article V, Section 20-131

Attachment B Proposed Ordinance Amendment to add Friday Night on White Curfew

Attachment C Friday Night on White Venue Map

Attachment D Proposed Boundaries for Friday Night on White Curfew

Sec. 20-131. Curfew.

(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 context clearly indicates a different meaning:

Minor means a person who has not reached his 18th birthday and is not married, emancipated or a member of the U.S. Armed Services. Note: In this section, the terms "minor" and "juvenile" are synonymous.

Parent, guardian or *authorized adult* means one who legally has the care and management of a minor.

Public place means areas such as, but not limited to, all common areas open for common use; alleys, streets or public places or places of business and amusement; public vehicular areas, highways and parks; or establishments open to the public for the conduct of business.

(b) *Curfew.* A curfew applicable to minors is established and shall be enforced as follows:

(1) *Time limits.* It is unlawful for any minor to be or remain upon any public place in the town between 11:00 p.m. on any Sunday, Monday, Tuesday, Wednesday and Thursday and 6:00 a.m. on the following day, and between 12:00 midnight on any Friday and Saturday and 6:00 a.m. on the following day.

(2) *Exceptions.* The restrictions provided by subsection (b)(1) of this section shall not apply in the following instances:

a. The minor is accompanied by a parent, guardian or other authorized adult over 18 years of age;

b. The minor is traveling, using a direct route, between his home and a place of lawful employment and/or is engaged in his lawful employment;

c. The minor is traveling, using a direct route, between his home and the location of any school, religious or recreational activity which is supervised by adults and that accepts responsibility for the minor. The minor's parent or guardian must have knowledge of, and have granted approval for, the minor's participation in such activity;

d. Minors reacting or responding to an emergency;

e. Minors engaged in interstate travel.

(3) *Responsibility of adults.* It is unlawful and a violation of this section for any parent, guardian or authorized adult charged with the care and custody of any minor to encourage or aid a minor to be in or upon, or remain in or upon a public place within the town within the curfew hours set by subsection (b)(1) of this section, except as otherwise provided in subsection (b)(2) of this section.

(4) *Responsibility of business establishments.* It is unlawful for any person, firm or corporation operating a place of business or amusement to knowingly allow or permit any minor to be in or upon, or to remain in or upon, any place of business or amusement operated by such business establishment within the curfew hours set by subsection (b)(1) of this section, except as otherwise provided in subsection (b)(2) of this section. The owner, operator and/or manager of the business establishment will be in violation of this section if he has not reported or attempted to report to the police that a minor was present on the business premises in violation of this section and refused to leave.

(5) *Enforcement.* All minors shall be returned to their parent or guardian, regardless of whether or not the minor, parent or guardian is to be cited for violation of this section.

(6) *Refusal of parent or guardian to take custody of a minor.* If any parent or guardian refuses to take custody of his minor found in violation of this section, the officer with custody of such minor shall contact the county department of social services and release the minor to such agency for temporary placement in a foster home. The offending parent or guardian may be subject to a criminal citation pursuant to subsection (b)(3) of this section. The penalties for violation of this subsection or subsection

(b)(3) of this section shall be in addition to, and not in lieu of, any punishment the offending parent or guardian may be subject to for child neglect, abandonment, endangerment and/or abuse, or other similar violation.

(7) *Punishment.* The punishment for violation of this section may be a fine not to exceed $100.00 and/or imprisonment up to 30 days, in accordance with G.S. 14-4. The court may, in its discretion, adjudge a juvenile violator of this section as delinquent, and may impose any dispositional alternatives that are provided in the state juvenile code for any juvenile who is delinquent.

(Code 1985, § 13-5.1; Ord. No. 2020-22 , 6-16-20)

State law reference(s)—Authority to impose a curfew on persons less than 18 years of age, G.S. 160A-198.

ORDINANCE 2024-____

ORDINANCE AMENDING CHAPTER 10, ARTICLE V, SECTION 20-131—CURFEW, OF THE CODE OF ORDINANCES FOR THE TOWN OF WAKE FOREST, NORTH CAROLINA

WHEREAS, the current Curfew Ordinance was last updated in 2020 through Ordinance No. 2020-22, adopted June 16, 2020; and

WHEREAS, previous adoption occurred in 1985 through § 13-5.1; and

WHEREAS, Updates to Chapter 10, Article V, Section 20-131—Curfew, of the Code of Ordinances for the Town of Wake Forest, North Carolina provide clarity, update curfew hours for Friday Night on White, and update enforcement and penalties.

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the Town of Wake Forest, to amend the Code of Ordinances as follows:

(7) *Punishment.* The punishment for violation of this section may be a fine not to exceed $500.00, in accordance with G.S. 14-4. The 1st violation of this section shall be $50 fine; the 2nd violation shall be $100 fine; and the 3rd violation shall be a $500 fine. The court may, in its discretion, adjudge a juvenile violator of this section as delinquent, and may impose any dispositional alternatives that are provided in the state juvenile code for any juvenile who is delinquent.

(c) *Friday Night on White.* Subject to the above provisions, except where in conflict as stated below:

(1) *Time limits.* It is unlawful for any unsupervised minor to be or remain in the designated area where Friday Night on White is held in the town between Friday at 8:00 p.m. and Saturday at 12:00 a.m. on the following Saturday.
(2) *Designated Area.* See attached diagram.
(3) Miscellaneous.

This ordinance shall take effect on June 4, 2024.

APPROVED AS TO FORM:

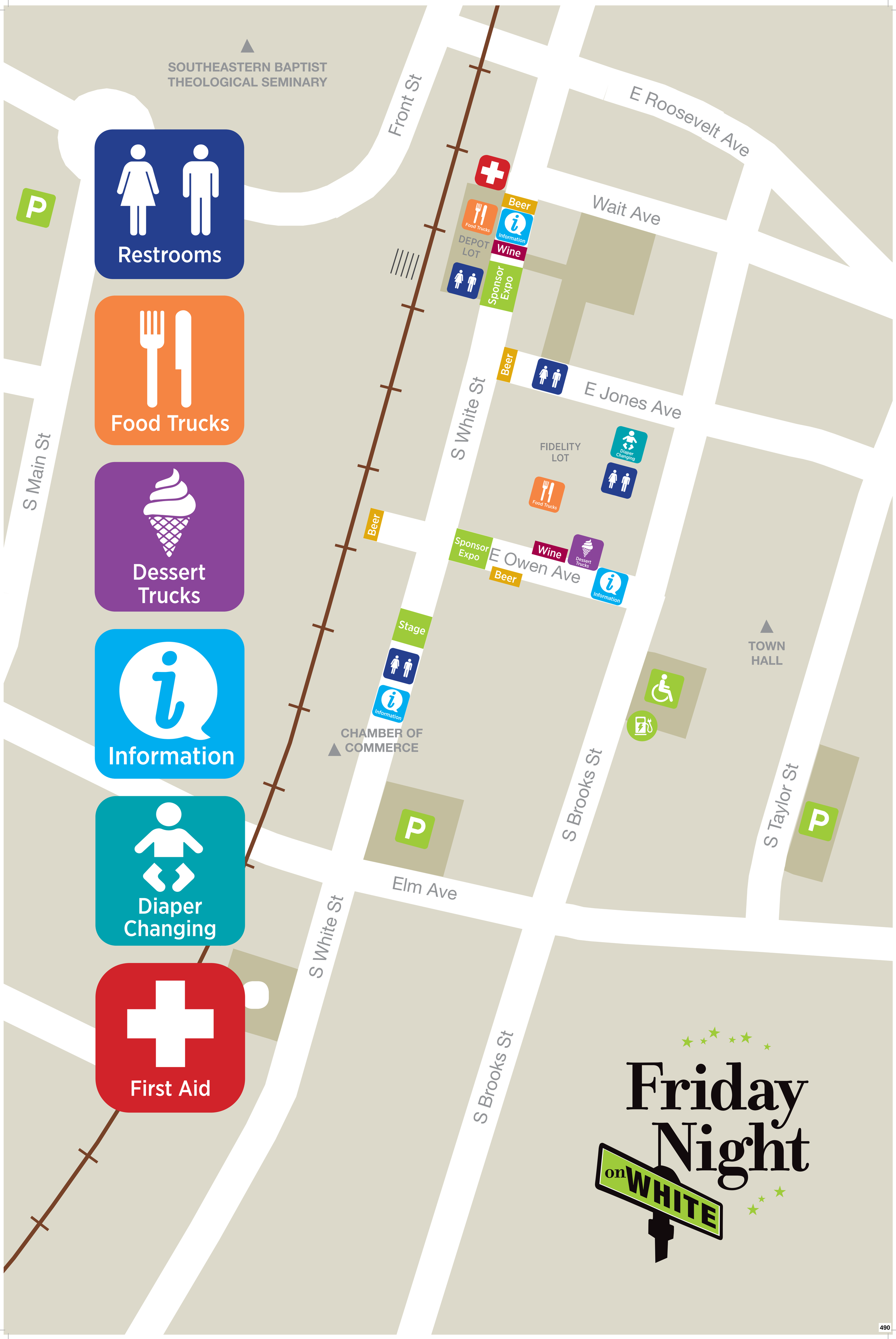
_____ _____

Hassan Kingsberry, Town Attorney Vivian A. Jones, Mayor

ATTEST:

_____

Theresa Savary, Town Clerk


SOUTHEASTERN BAPTIST THEOLOGICAL SEMINARY
Front St
E Roosevelt Ave
Wait Ave
Restrooms
Food Trucks
Dessert Trucks
Information
Diaper Changing
First Aid
S Main St
Food Trucks
DEPOT LOT
Beer
Information
Wine
Sponsor Expo
S White St
E Jones Ave
FIDELITY LOT
Diaper Changing
Food Trucks
Beer
Sponsor Expo
E Owen Ave
Wine
Dessert Trucks
Beer
Information
Stage
Information
CHAMBER OF COMMERCE
TOWN HALL
S Brooks St
S Taylor St
Elm Ave
S White St
S Brooks St
Friday Night
on WHITE

FNOW Curfew

TOWN of WAKE FOREST

Please note that this map is intended for illustrative purposes only. For specific inquiries regarding data displayed here, contact the Wake Forest IT Department at 919-435-9500.

FNOW Curfew Barrier Line

491

Not to Scale

Board of Commissioners Agenda Item Report

Agenda Item No.: 2023-360-
Submitted by: Patrick Reidy
Submitting Department: Planning
Meeting Date: May 21, 2024

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

Recommendation:

Item Summary:

ATTACHMENTS

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Board of Commissioners Agenda Item Report

Agenda Item No.: 2024-127-
Submitted by: Patrick Reidy
Submitting Department: Planning
Meeting Date: May 21, 2024

SUBJECT
Consideration of a contiguous annexation submitted by property owners Eunice M Rogers Heirs for property associated with the rezoning request RZ-22-09, located at 3133 Burlington Mills Road and 8993 Ligon Mill Road being Wake County PINs 1749-00-7207 and 1749-00-6732 being approximately 9.55 acres.

Recommendation:

Item Summary:

ATTACHMENTS

-

Board of Commissioners Agenda Item Report

Agenda Item No.: 2024-146-
Submitted by: Allison Snyder
Submitting Department: Engineering
Meeting Date: May 21, 2024

SUBJECT
Consideration of a request from WK Dickson to waive the application review fees for the Raleigh and Wake Forest water line and stormwater repair project associated with ARPA.

Recommendation:

Item Summary:

ATTACHMENTS
- CORPUD_FeeWaiver_Summary.pdf
- Resolution2024-29_CORPUD_WaterMain_May202421.docx

Agenda Item: Consideration of a request from City of Raleigh by their consultant WK Dickson to waive development application and permit review fees for the Raleigh and Wake Forest water line and stormwater repair project associated with ARPA.

Summary: WK Dickson is requesting a waiver from paying:

Fee	Amount
Development Application Fees $500 per acre	$9,500
Site Plan $1000 plus $25/acre	$1,475

A waiver is requested since Wake Forest is partnering with the City of Raleigh to install stormwater lines in association with ARPA funds.

Attachments: Resolution

RESOLUTION 2024-29

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE TOWN OF WAKE FOREST REGARDING WAIVER OF FEES ASSOCIATED WITH SP-21-09 CITY OF RALEIGH WATER MAIN REPLACEMENT AND REPAIR

WHEREAS, The City of Raleigh Public Utilities (RALEIGH) intends to perform water main improvement and replacement of the water distribution system within the Town of Wake Forest (WAKE FOREST); and

WHEREAS, RALEIGH submitted water main replacement plans to WAKE FOREST through the plan review portal. WAKE FOREST contacted RALEIGH and requested an opportunity to partner with utility upgrades in order to expand the scope due to age of WAKE FOREST'S infrastructure within the project area; and

WHEREAS, WAKE FOREST is partnering with RALEIGH to install 698 linear feet of storm water pipe and 4,000 linear feet of roadway improvements; and

WHEREAS, Additionally, this project will involve enhancements to 10,266 linear feet of water main improvements, 3,752 linear feet of gravity sewer improvements; and

WHEREAS, it is the intent of WAKE FOREST to utilize American Rescue Plan Act funds for our portion of the project which has a completion deadline of December 31, 2026;

WHEREAS, WAKE FOREST and RALEIGH in July of 2023 have a signed memorandum of understanding for this project not to exceed $1,350,000:

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Town of Wake Forest that the $1000 Site Plan Construction Plan review fee plus $25 per acre and the $9,500 development application fee are hereby waived for fees associated with SP-21-09.

Duly adopted this 21st day of May 2024.

(ATTEST)

_____

Vivian A. Jones, Mayor

_____

Theresa Savary, Town Clerk

Board of Commissioners Agenda Item Report

Agenda Item No.: 2024-110-
Submitted by: Tim Richards
Submitting Department: Planning
Meeting Date: May 21, 2024

SUBJECT
Consideration of LEGISLATIVE CASE RZ-23-03, White Street Mixed Use, a conditional district rezoning filed by Chase Massey on behalf of Thales Academy, Inc., to rezone 3.93 acres located at 0 North White Street, being Wake County Tax PIN 1841966020, from Neighborhood Business (NB) to Neighborhood Mixed-Use Conditional District (NMX-CD).

Recommendation:

Item Summary:

ATTACHMENTS

-

Board of Commissioners Agenda Item Report

Agenda Item No.: 2024-109-
Submitted by: Lisa Hayes
Submitting Department: Administration
Meeting Date: May 21, 2024

SUBJECT
Town of Wake Forest's Title VI Program Plan Update

Recommendation:
Adoption of Town of Wake Forest's Title VI Program Plan Update

Item Summary:

ATTACHMENTS
- Title V Program Plan_rev. 2024.pdf
- Item Summary_Title VI Program Plan Update.docx

TOWN *of* WAKE FOREST

Title VI

PROGRAM PLAN

ADOPTED DATE: May 21 2024

EFFECTIVE DATE: June 1, 2024

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I. Introduction

The purpose of the Town of Wake Forest Title VI Program Plan is to ensure that the Town is in compliance with the provisions of Title VI of the Civil Rights Act of 1964. The Town is a federal grant recipient, and therefore is required by the federal government to conform to Title VI of the Civil Rights Act of 1964 and its amendments. Title VI requires that no person in the United States, on the basis of race, color or national origin be denied the benefits of, or be subjected to discrimination, in programs, activities, and services receiving federal financial assistance. The Federal-Aid Highway Act of 1973 added the requirement that there be no discrimination on the grounds of sex. Additionally, the Civil Rights Restoration Act of 1987 defined the word "program" to make clear that discrimination is prohibited throughout an entire agency if any part of the agency receives federal financial assistance. Presidential Executive Order 12898 addresses environmental justice in minority and low-income populations. Presidential Executive Order 13166 addresses services to those individuals with limited English proficiency. Discrimination on the basis of gender, age, and disability is prohibited under related statutes. These Presidential Executive Orders and the related statutes fall under the umbrella of Title VI.

Federal-aid recipients, subrecipients, and contractors are required to prevent discrimination and ensure nondiscrimination in all their programs, activities, and services whether these programs, activities and services are federally funded or not. The Town of Wake Forest Title VI Coordinator is responsible for providing leadership, direction, and policy to ensure compliance with Title VI and environmental justice principles.

II. Nondiscrimination Policy

It is the express policy of the Town of Wake Forest that no person shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under, any program or activity receiving federal funds on the grounds of race, color, national origin, sex, age, disability, or income, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, the Federal Aid Highway Act of 1973, Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, Executive Order 12898 and Executive Order 13166.

It is also the express policy of the Town that no person shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any Town program or activity, whether those programs, activities and services are federally funded or not, on the grounds of race, color, religion, limited English proficiency, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, gender identity, or income-level. See Appendix A, Nondiscrimination Policy Statement.

III. Nondiscrimination Notice

The Town uses the general nondiscrimination policy to reflect the adopted policy and support all activities and services provided by the Town of Wake Forest. See Appendix B, Nondiscrimination Notice

IV. Equal Employment Opportunity Statement

The Equal Employment Opportunity Statement is included on the Town's job application forms. See Appendix C, Equal Employment Opportunity Statement.

V. Nondiscrimination Authorities

While Section II introduces legislation connected to Title VI, the following describes applicable legislation in which complaints will be reviewed against.

A. Title VI of the Civil Rights Act of 1964 [Pub. L. 88-352 (1964), codified as 42 U.S.C. §§2000d through 2000d-4]

Title VI of the Civil Rights Act of 1964 prohibits the discrimination in, or the denial of benefits under, any program or activity receiving federal financial assistance on grounds of race, color or national origin.

B. The Civil Rights Restoration Act of 1987, [Pub. L. 100-259, Sec. 6 (1988), codified as 42 U.S.C. §2OOOd-4a]

The Civil Rights Restoration Act of 1987 broadened the scope of Title VI coverage by expanding the definition of the terms "programs or activities" to include all programs, activities, and services of federal aid recipients, subrecipients, and contractors, whether such programs, activities, and services are federally assisted or not.

C. Federal Aid Highway Act of 1973, [Pub. L. 93-87 (1973), codified as 23 U.S.C. §324]

The Federal Aid Highway Act of 1973 provides that no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal assistance.

D. Age Discrimination Act of 1975, [Pub. L. 94-135 (1975), codified as 42 U.S.C. §6102)

The Age Discrimination Act of 1975 provides that no person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal assistance.

E. Americans with Disabilities Act of 1990, Subchapter 2, Part A [Pub. L. 101-336 (1990); codified as 42 U.S.C. §§12131-12134]

The Americans with Disabilities Act of 1990 provides that no qualified individual with a disability shall, by reason of such disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination by a department, agency, special purpose district, or other instrumentality of a state or a local government.

F. Section 504 of the Rehabilitation Act of 1973 [Pub. L. 93-112 (1973), codified as 29 U.S.C. §794]

Section 504 of the Rehabilitation Act of 1973 provides that no qualified handicapped person, shall, solely by reason of his/her handicap, be excluded from participation in, be denied the

benefits of, or be subjected to discrimination under any program or activity receiving federal assistance.

G. 23 CFR Part 200

23 CFR 200 are administration regulations promulgated by the Federal Highway Authority that specify the Title VI implementation requirements for departments of transportation at state and local levels.

H. 49 CFR Part 21

49 CFR 21 are administration regulations promulgated by the US Department of Transportation that specify the Title VI implementation requirements for departments of transportation at state and local levels.

I. Executive Order No. 12898

Executive Order 12898 regards federal actions to address Environmental Justice in minority populations and low-income populations.

J. Executive Order No. 13166

Executive Order 13166 regards the improvement of access to services for persons with limited English proficiency (LEP).

VI. Definitions

The following definitions apply to this Title VI Program Plan:

- **Affected Parties**: Persons protected against discrimination because of race, color, national origin, sex, age, disability, or income by the Title VI Requirements, and the Town of Wake Forest's Nondiscrimination Policy Statement.
- **Contractor or Consultant**: A person or entity who has entered into an agreement with the Town that is subject to the Title VI Requirements.
- **Environmental Justice:** Seeks equal protection from environmental and public health hazards for all people regardless of race, income, culture and social class. Additionally, environmental justice means that no group of people including racial, ethnic, or socioeconomic groups should bear a disproportionate share of the negative environmental consequences resulting from industrial, land-use planning and zoning, municipal and commercial operations or the execution of federal, state, local and municipal program and policies.
- **LEP Program**: The limited English proficiency program established by the Town to assist individuals who do not speak English as their primary language, and who therefore have limited ability to read, speak, or understand the English language. See Section VIII, J, Limited English Proficiency Program.
- **Locating and Siting Actions**: A recommendation by Town staff or decision by Town staff or the Board of Commissioners that will result in the construction of a public facility that could have adverse environmental impacts on the surrounding area.

- **Meaningful Access**: The provision of communicative assistance by the Town necessary to allow affected persons to participate in governmental programs, activities, and services.
- **Proposed Project**: A project that receives federal funds and is subject to the Title VI Requirements.
- **Subrecipient**: A person or entity that receives federal funds from the Town to be used by the entity to further the objectives of the federal grant. The Town is the recipient of the grant, and the person or entity is a subrecipient of those grant funds. An example of a subrecipient relationship would be where the Town grants federal funds to a non-profit corporation that the corporation uses to provide assistance for low-income households to pay utility bills.
- **Title VI Assurances**: Conditions imposed upon contractors or subrecipients as a result of federal funding being directly or indirectly provided to the contractor or subrecipient.
- **Title VI Requirements**: The nondiscrimination provisions contained in Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, the Federal Aid Highway Act of 1973, Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, Executive Order 12898, and Executive Order13166.

VII. Title VI Staffing and Organization for Implementation

A. Designation of Title VI Coordinator

The Town Manager, as part of this Plan, appoints the Organizational Performance Director as the Title VI Coordinator.

B. Title VI Coordinator

The Title VI Coordinator plays a lead role in the development and implementation of the Title VI Plan. The Coordinator provides leadership and guidance to ensure nondiscrimination in Town programs, activities, and services, and promotes the participation of all people regardless of race, color, national origin, sex, age, disability and socioeconomic status.

The Title VI Coordinator has overall program responsibility for Title VI compliance including:

- Processing and researching complaints regarding compliance with this Title VI Program Plan that are received by the Town.
- Identifying and addressing discrimination when found to exist.
- Collecting statistical data of participants in and beneficiaries of Town programs, activities, and services.
- Reviewing and updating the data compilation processes regularly to ensure the data is sufficient to meet the requirements of this Program Plan.
- Reviewing Town programs, activities, and services receiving federal funds in coordination with Department Liaisons to ensure compliance with Title VI Requirements.
- Soliciting the LEP community annually to identify language assistance needs.

- Providing training programs related to Title VI Requirements for Town staff who are responsible for Title VI compliance, and for contractors or subrecipients who are subject to Title VI Requirements.
- Developing information regarding this Title VI Program Plan for dissemination to the general public and, where appropriate, using the LEP Program to ensure dissemination of the information to affected populations.
- Ensuring all individuals and groups have meaningful access to and awareness of Town programs, activities, and services.
- Identifying deficiencies in compliance with the Title VI Requirements and making recommendations for remedial actions to be taken to promptly resolve such deficiencies.
- Making recommendations on ways to achieve compliance with Title VI Requirements.
- Preparing an annual Title VI Program Plan Report.
- Updating Title VI Program Plan at least every three years to ensure compliance.
- Reviewing surveys, questionnaires, and other outreach material for compliance with Appendix E, Statistical Data Collection Standards, and the Town Communications Plan, a guide for how the Town will sustain its efforts to engage diverse community members.

C. Departmental Liaisons

Department Liaisons are responsible for the day-to-day compliance with the Title VI Program Plan within their departments. The Title VI Coordinator shall keep on file an accurate and updated list of all Department Liaisons. Department Liaisons are responsible for:

- Collecting statistical data regarding participants in and beneficiaries of federally funded programs, activities, and services in accordance with Town Plans and policies.
- Assisting the Title VI Coordinator in gathering and organizing data for the Title VI Program Plan Report.
- Conducting post-grant approval reviews of Town programs, activities, and services (e.g., roadway location, design and relocation, and persons seeking contracts with the Town), for compliance with the Title VI Requirements.
- Notifying Affected Parties of public meetings or hearings regarding a Proposed Project and ensure that meetings and hearings are accessible to all Affected Parties.

VIII. Title VI Program Components

A. Nondiscrimination Policy

The Town adopts within this plan a Nondiscrimination Policy Statement. See Appendix A.

B. Nondiscrimination Notice

The Town will publish and post a Nondiscrimination Notice. See Appendix B and

www.wakeforenstnc.gov/TitleVI.

C. Elimination of Discrimination

The Town will continue its practice of identifying discrimination based on race, color, religion, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, gender identity and source of income, and where such discrimination is found to exist, implementing programs or practices to eliminate the discrimination. Programs include, but are not limited to, hiring Minority/Women/Disadvantaged Business Enterprises (DBE) firms, providing translations through the LEP Program, and conducting public outreach and involvement in Town projects.

D. Public Dissemination of Information

The Title VI Coordinator shall assist Town staff in the creation and dissemination of Title VI Program information to Town employees, subrecipients, contractors, Affected Parties, and the general public. Public dissemination efforts may include:

- Posting public statements setting forth the Town's nondiscrimination policy.
- Inclusion of Title VI Assurances in Town contracts and grants.
- Publishing the Nondiscrimination Policy Statement on the Town's website.
- Including the Nondiscrimination Notice and the Nondiscrimination Policy Statement into all adopted plans and program documents.

E. Title VI Assurances in Contracts and Grants

Contracts and procurement are integrated into each department. Staff will ensure that all federally funded contracts administered by the Town contain Title VI Assurances. In the event that the Town distributes federal funds to another entity through grants or other agreements, the Town employee administering the grant or agreement will ensure that such grants and agreements contain the Title VI Assurances. The employee administering the grant will monitor the performance of the contract or grant for compliance. The Title VI Coordinator and Town employee will coordinate efforts to ensure that the requirements of Title VI are met throughout the entire contracting and grant performance process.

F. Data Collection

Statistical data on Affected Parties will be compiled by each Department Liaison and provided to the Title VI Coordinator. See Appendix E for data collections requirements.

G. Training Program

Required annual training will be made available to Department Heads, Department Liaisons, and Town staff administering federally funded projects. The Title VI Coordinator is responsible for providing this training. Specifically, this training will provide comprehensive information on:

- The Title VI requirements and its application to specific programs, activities, and services.
- Assistance on the identification of Title VI issues.

- An overview of the complaint process.

H. Site and Facility Location

The Town shall not make selection of a site or location of a facility for participants in and beneficiaries of the Town's federal aid programs if that selection could exclude individuals from participation in, or deny them benefits of, or subject them to discrimination on grounds of race, color or national origin, or could substantially impair the accomplishment of the objectives of the nondiscrimination policy.

I. Environmental Justice in Minority and Low-Income Populations

In accordance with Executive Order 12898, titled "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," the Town will develop strategies to review, consider, and address disproportionally high and adverse human health or environmental effects on minority and low-income populations, to promote nondiscrimination in federal programs that affect human health and the environment, and provide minority and low-income communities access to public information and public participation

J. Limited English Proficiency Program

In accordance with Executive Order 13166, the Town has established a LEP program. Approximately 1.91% of residents in Wake Forest primarily speak a language other than English[1]. About 44% of these residents speak Spanish. The Town of Wake Forest will review demographic data annually and solicit data from the LEP community to identify language assistance needs within its service areas, utilizing US Census data. At this time, the Town of Wake Forest has or will implement the following LEP measures:

- Translation feature on Town website.
- Translation feature on IDT.
- Title VI Nondiscrimination Notice (see Appendix B) translated into Spanish.
- Title VI Complaint Form translated into Spanish.
- Bus System Map and Schedules translated into Spanish.
- Code Enforcement and Notification Forms translated into Spanish
- Various Public Works notifications/pamphlets translated into Spanish

Staff will continue to monitor and evaluate the Town's efforts based on requests for LEP assistance and make adjustments or changes as needed. There are several measures that can be taken to identify persons who may need language assistance in our service area, with emphasis on our

[1] US Census: 2018: ACS 5-Year Estimates

primary group requiring help. This list below identifies potential opportunities:

- Send out notifications in Spanish of upcoming events/meeting(s).
- Select locations that may be more convenient for LEP persons.
- Train staff to utilize translation apps to support LEP persons during regular customer service provided by Town staff.
- Set-up a sign-in table and have a staff member greet and briefly speak to each attendee in order to informally gauge his/her ability to speak and understand English when open houses or public meetings are held.
- Have the Census Bureau's "I Speak" card at various events. Although staff may not be able to provide translation assistance at the time, the cards are an excellent tool to identify language needs for future events/meetings.
- Post a notice of available language assistance at open houses/public meetings to encourage LEP persons to self-identify.
- Examine record requests for language assistance from past meetings and events to anticipate the possible need for assistance at upcoming meetings.
- Survey staff who have contact with LEP individuals to record language assistance requests.

IX. Title VI Program Plan Annual Review

The Title VI Coordinator will conduct an annual Title VI Program Plan review to assess each Department's effectiveness in ensuring compliance with the Title VI Requirements. This review will include:

- An evaluation of administrative procedures and staffing.
- A review of operational guidelines for Town staff, contractors and subrecipients.
- An assessment of resources available to ensure compliance with the Title VI Requirements.

X. Title VI Program Plan Report

The Title VI Coordinator shall prepare an annual Title VI Program Plan report that documents progress, accomplishments, impediments, and goals in fulfilling this Title VI Program Plan annually. This Report shall be forwarded to the Town Manager on or before July 31st of each year and will be based on the data compiled by the Department Liaison and the Title VI Program Plan Annual Review. (See Section IX). The Report shall include:

- A list of programs, activities, and services subject to the Title VI Requirements.
- A general assessment of the Title VI compliance by Department.
- A summary of efforts made to engage minority, low-income, and LEP populations in public outreach efforts by Department, including statistical data. (See Appendix E, Statistical Data

Collection Standards).

- A summary of contracted DBE firms.
- A summary of any complaints of violations of the Title VI requirements and how each complaint was resolved.
- A summary of Title VI training, including attendees.
- A list of recommended changes to the programs, activities, and services subject to the Title VI requirements.
- A summary of any significant actions planned for the ensuing year.

XI. Prevention

A. Internal Prevention

The Town will actively seek to prevent Title VI deficiencies or irregularities. In taking such action, the Title VI Coordinator, in coordination with Department Heads, will create an action plan within 90 days of the date the need for preventive or remedial action is identified. The Title VI Coordinator is responsible for retaining a copy of the action plan.

B. Town Contractor Prevention

The Town will actively seek to prevent Title VI deficiencies or irregularities with entities hired to perform work on behalf of the Town. When a Wake Forest staff member reasonably believes a contractor or subrecipient has violated a Title VI Requirement, the Department Head will follow the following process:

- Town employee administering the grant or agreement and the Department Head will meet with the Title VI Coordinator.
- The Title VI Coordinator will meet with the contractor or subcontractor to conduct an initial review of the facts and determine if a violation of the Title VI Requirements has occurred or is occurring.
- If, after the initial review, the Title VI Coordinator concludes that the contractor or subrecipient has violated the Title VI Requirements, the contractor or subrecipient will be issued a notice to comply and given a reasonable time, not to exceed 60 days, to voluntarily correct noncompliance.
- The Title VI Coordinator will provide technical assistance to the contractor or subrecipient to obtain voluntary compliance with the Title VI Requirements.
- A follow-up review will be conducted within 90 days of the date the notice to comply was provided to the contractor or subrecipient to ensure that the violation of the Title VI Requirements has been corrected. If after the review, the contractor or subrecipient has failed to correct the violation, the Town may take appropriate action (e.g., withhold funds, cancel contract) required to comply with the Town's obligation under the federal grant.
- When a contractor or subrecipient has failed or has refused to comply with Title VI

requirements, the Department Head will submit two copies of the file to the appropriate state or federal agency.

XII. Complaint Process

The Title VI Coordinator is responsible for processing discrimination complaints filed under Title VI of the Civil Rights Act of 1964 and related nondiscrimination laws. Participants and beneficiaries of programs, activities, and services administered or funded by the Town of Wake Forest who feel they have been discriminated against based on race, color, national origin, limited English language proficiency, income-level, sex, sexual orientation, gender identity or expression, age, or disability have a right to file a complaint. Complaints of alleged discrimination will be investigated by the appropriate authority.

Note: Religion is only covered under NCDOT's Right of Way program (Fair Housing) and programs funded by the Federal Aviation Administration (FAA) or Federal Transit Administration (FTA).

A. Filing of Complaints

- **Applicability:** These complaint procedures apply to Town of Wake Forest programs, activities, and services. Note: Title VI does not include internal complaints related to Equal Employment Opportunity (EEO).
- **Eligibility:** Any person or class of persons who believes they have been subjected to discrimination based on race, color, national origin, limited English language proficiency, income level, sex, pregnancy, sexual orientation, gender identity or expression, age, National Guard or veteran status, or disability (and religion, where applicable) may file a written complaint with the Town of Wake Forest's Title VI Coordinator.
- **Filing Options and Time Limits:** Complaints may be filed by the affected individual(s) or a representative and should be filed no later than 180 calendar days after the following:
  - The date of the alleged act of discrimination,
  - The date when the person(s) became aware of the alleged discrimination, or
  - Where there has been a continuing course of conduct, the date on which that conduct was discontinued or the latest instance of the conduct.

Title VI and related discrimination complaints may be submitted to the following entities. (Note: agency names and address as of January 2021 and are subject to change).

Agency	Contact Information
Town of Wake Forest	Title VI Program Coordinator 301 South Brooks Street Wake Forest, NC 27587 Phone: 919-435-9415
North Carolina Department of Transportation	Office of Civil Rights External Civil Rights 1511 Mail Service Center Raleigh, NC 27699-1511 Phone: 919-508-1808 or toll-free 800-522-0453
US Department of Transportation	Departmental Office of Civil Rights External Civil Rights Programs Division 1200 New Jersey Avenue, SE Washington, DC 20590 Phone: 202-366-4648
Federal Highway Administration	Office of Civil Rights 1200 New Jersey Avenue, SE 8th Floor, E81-105 Washington, DC 20590 Phone: 202-366-0693
Federal Highway Administration	North Carolina Division Office 310 New Bern Avenue, Suite 410 Raleigh, NC 27601 Phone: 919-747-7010
Federal Transit Administration	Office of Civil Rights ATTN: Complaint Team East Bldg. 5th Floor – TCR 1200 New Jersey Avenue, SE Washington, DC 20590
Federal Motor Carrier Safety Administration	Office of Civil Rights 1200 New Jersey Avenue, SE Washington, DC 20590 Phone: 202-366-8810
Federal Aviation Administration	Office of Civil Rights 800 Independence Avenue, SW Washington, DC 20591 Phone: toll-free 888-954-8688
US Department of Justice	US Department of Justice Civil Rights Division 950 Pennsylvania Avenue, NW Office of Assistant Attorney General, Main Washington, DC 20530 Phone: 202-514-3847

B. Complaint Receipt and Response

- The Title VI Coordinator will provide written acknowledgement via registered mail of your

complaint within ten calendar days.

- The Town will review your complaint upon receipt to ensure the required information was provided, the complaint was timely filed, and jurisdictional requirements were met.
  - If the complaint is complete and no additional information is needed, the Title VI Coordinator will send you a letter of acceptance as well as a Complainant Consent/Release Form.
  - If the complaint is incomplete, you will be contacted in writing to obtain the needed information. Note: Failure to respond and/or provide the requested information within 15 calendar days may be considered good cause for a determination of no investigative merit.
- Within 15 calendar days of receiving your complaint, the Town will determine its jurisdiction in pursuing the matter and whether the complaint has sufficient merit to warrant investigation. Within five days of this decision, the Town will notify you and Respondent (the person(s) against whom you have filed the complaint) via registered mail, stating the decision.
  - If the decision is not to investigate the complaint, the notification shall specifically state the reasons for the decision.
  - If the decision is to investigate the complaint, the notification shall state the grounds of the Town's jurisdiction and require the complainant's full cooperation in assisting the investigator.
  - Interviews may be recorded during the investigation. Consent to record may be required if the interviewee is located outside of North Carolina.
- The Town will attempt to resolve all discrimination complaints within 60 days of accepting the complaint for investigation. Every effort will be made to obtain early resolution of complaints at the lowest level possible. The option of informal mediation between the affected parties and the Town staff may be utilized for resolution.
  - If a party is not satisfied with the results of the investigation or the resolution of the complaint, the party may appeal the decision to the Town Manager. The Title VI's decision will be upheld unless the Town Manager finds that it constitutes an abuse of discretion.
  - Following the appeal decision, the Town Manager shall inform the Complainant of the right to file a complaint directly with the Department of Justice by filling out their complaint form or calling the Title VI Hotline: 1-888-TITLE-06. The appeal must be filed by the deadline established by the Department of Justice.

Appendix A. Nondiscrimination Policy Statement

It is the policy of the Town of Wake Forest to ensure that no person shall, on the grounds of race, color, religion, limited English proficiency, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, gender identity, or income-level, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any Town of Wake Forest program or activity, including, where applicable, religion, as provided by Title VI of the Civil Rights Act of 1964 and other pertinent nondiscrimination authorities.

The following practices are hereby prohibited throughout the Town of Wake Forest to comply, at a minimum, with Title VI and related requirements:

- Denying to an individual any standard service, access to Town owned or operated facilities, financial aid, or other program benefit without good cause.
- Providing any service, financial aid, or other benefit to a person which is distinct in quantity or quality, or is provided in a different manner, from that provided to others under the program.
- Subjecting a person to segregation or separate treatment in any part of a program.
- Restricting in the enjoyment of any advantages, privileges, or other benefits enjoyed by others.
- Denying an individual access to Town facilities.
- Applying different standards, criteria, or other requirements for admission, enrollment, or participation in planning, advisory, contractual, or other integral activities.
- Using acts of intimidation or retaliation, including threatening, coercing, or discriminating against any individual for the purpose of interfering with any right or privilege secured by any pertinent nondiscrimination law, or because s/he has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing.
- Allowing discrimination in any employment resulting from a program, the primary purpose of which is to provide employment.

Appendix B. Nondiscrimination Notice

The Town of Wake Forest, pursuant to its policy to comply with Title VI of the Civil Rights Act of 1964 and other pertinent nondiscrimination authorities, will not exclude from participation in, deny the benefits of, or subject to discrimination any person based on race, color, religion, limited English proficiency, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, gender identity, or income-level, under any programs, activities, and services conducted or funded by the Town of Wake Forest.

Any person who believes they have, individually or as a member of any specific class of persons, been wronged by a discriminatory act (action or inaction) of the Town of Wake Forest or its funding recipients, has the right to file a complaint with the Town of Wake Forest. Complaints may be filed by the affected individual(s) or a representative and should be filed no later than 180 calendar days after the following:

- The date of the alleged act of discrimination,
- The date when the person(s) became aware of the alleged discrimination, or
- Where there has been a continuing course of conduct, the date on which that conduct was discontinued or the latest instance of the conduct.

All complaints should be signed and include contact information. You may file a written complaint with the Town of Wake Forest Title VI Coordinator at 301 South Brooks Street, Wake Forest NC 27587 or call 919-435-9415. For instructions on how to file a complaint or additional information regarding the Town of Wake Forest's nondiscrimination obligations, please visit www.wakeforenstnc.gov/TitleVI or contact:

Town of Wake Forest
ATTN: Lisa Hayes, Organizational Performance Director
301 South Brooks Street
Wake Forest, NC 27587-2901
Phone: 919-463-9415
Email: lhayes@wakeforestnc.gov

Anyone with a hearing or speech impairment may use Relay NC, a telecommunications relay service, to call the Town of Wake Forest. Relay NC can be accessed by dialing 711 or 1-877-735-8200.

ATTENTION: If you speak a language other than English, the following language assistance services are available to you, free of charge. Qualified interpreters and information written in other languages. Call 1-800-522-0453.

El Town of Wake Forest, conforme a su política de cumplimiento con el Titulo VI de la ley de Derechos Civiles del 1964 y otras autoridades pertinentes no discriminatorias, no excluirá de participación en, o negara beneficios de, o será subjeto a discriminación a ninguna persona basado en su raza, color, religión, domino limitado del inglés, sexo, estatus matrimonial, estatus familiar, origen nacional, edad, incapacidad mental o física, orientación sexual, identificación de género, o nivel de ingreso, bajo ningún programa, actividades y servicios dirigidos o fundados por el Town of Wake Forest.

Cualquier persona que entienda ha sido, individualmente o como miembro de cualquier clase especifica de persona, afectado por un acto discriminatorio (acción o inacción) por el "Town of Wake Forest" o sus destinarios financiados, tiene el derecho de presentar una queja con el "Town of Wake Forest". Las quejas escritas pueden ser sometidas por el individuo(s) afectado o un representante dentro de 180 días calendario luego de lo siguiente:

- La Fecha de la alegada discriminación,
- La fecha cuando la persona (s) se percata de la alegada discriminación,
- Donde ha habido un curso de conducta continuo, la fecha en la cual la conducta a descontinuado o la última instancia de la conducta.

Toda queja escrita debe incluir firma e información de contacto. Usted puede presentar una queja escrita a la dirección 301 South Brooks Street, Wake Forest NC 27587, dirigido al "Town of Wake Forest Title VI Coordinator" o llamar al (919)-435-9415. Para más información e instrucciones de como presentar una queja relacionado con las obligaciones no discriminatorias del Town of Wake Forest, puedes visitar www.wakeforenstnc.gov/TitleVI o contactar:

Town of Wake Forest
ATTN: Lisa Hayes, Organizational Performance Director
301 South Brooks Street
Wake Forest, NC 27587-2901
Phone: 919-463-9415
Email: lhayes@wakeforestnc.gov

Personas con discapacidad auditiva o del habla pueden utilizar los Servicios "Relay NC telecommunications relay service", para llamar al Town of Wake Forest. Puedes acceder al servicio llamando al 711 o 1-877-735-8200.

ATENCION: Si habla un idioma distinto del inglés, los siguientes servicios de asistencia de idiomas están disponibles para usted, de forma gratuita. Intérpretes cualificados e información escrita en otros idiomas. Llame al 1-800-522-0453.

Appendix C. Equal Employment Opportunity Statement

The Town of Wake Forest is an Equal Opportunity Employer that does not discriminate on the basis of actual or perceived race, creed, color, religion, alienage or national origin, ancestry, citizenship status, age, disability or handicap, sex, marital status, military status, veteran status, sexual orientation, genetic information, or any other characteristic protected by applicable federal, state or local laws. Our management team is dedicated to this policy with respect to recruitment, hiring, placement, promotion, transfer, training, compensation, benefits, employee activities, and general treatment during employment.

Appendix D. Complaint Form

The Title VI Coordinator has the responsibility of addressing Title VI/Civil Rights inquiries and complaints against the Town of Wake Forest. The form is located online at www.wakeforenstnc.gov/TitleVI.

Appendix E. Statistical Data Collection Standards

Standards for statistical data collection are as follows:

A. Surveys

All digital and hard copy surveys shall include the following questions:

Question	Responses
Select if you rent or own:	• Rent • Own • Prefer not to answer
Do you have a disability?	• Yes • No • Prefer not to answer
Select the gender you identify with:	• Male • Female • Non-binary • Prefer not to answer
Select your age:	• Under 18 • 18-24 • 25-34 • 35-44 • 45-54 • 55-64 • 65-74 • 75 or older • Prefer not to answer
How well do you speak English?	• Very well • Well • Okay • Very little • Not at all • Prefer not to answer
Which category best describes you?	• White (e.g., German, Irish, English, Italian, Polish, French, etc.) • Hispanic, Latino or Spanish origin (e.g., Mexican or Mexican American, Puerto Rican, Cuban, Salvadoran, Dominican, Colombian, etc.)

Question	Responses
	• Black or African American (e.g., African American, Jamaican, Haitian, Nigerian, Ethiopian, Somalian, etc.) • Asian (e.g., Chinese, Filipino, Asian Indian, Vietnamese, Korean, Japanese, etc.) • American Indian or Alaska Native (e.g., Navajo nation, Blackfeet tribe, Mayan, Aztec, Native Village or Barrow Inupiat Traditional Government, Nome Eskimo Community, etc.) • Middle Eastern or North African (e.g., Lebanese, Iranian, Egyptian, Syrian, Moroccan, Algerian, etc.) • Native Hawaiian or Other Pacific Islander (e.g., Native Hawaiian, Samoan, Chamorro, Tongan, Fijian, etc.) • Some other race, ethnicity or origin • Prefer not to answer
What language do you speak at home? (open-ended)	
Select your highest level of education attainment:	• Some high school • High school graduate • Some college • Associate degree • Bachelor's degree • Master's degree or higher • Prefer not to say
What is your approximate annual household income?	• Less than $12,000 • $12,000 - $19,999 • $20,000 - $30,999 • $31,000 - $46,999 • $47,000 - $69,999 • $70,000 - $93,999 • $94,000 - $117,999 • $118,000 or greater • Prefer not to answer
How did you hear about this survey?	• Email • Mail • Social media

Question	Responses
	• Newsletter • Flyer • Phone banking • Project website • Friend/Neighbor told me about it • Community organization leader told me about it • Other • Prefer not to answer

B. Methods for Identifying Affected Populations

The Town will develop a method for identifying affected populations and update after each decennial census.

Agenda Item: Town of Wake Forest's Title VI Program Plan Update

Summary: The purpose of the Town of Wake Forest Title VI Program Plan is to ensure that the Town is in compliance with the provisions of Title VI of the Civil Rights Act of 1964. The original plan was adopted on May 18, 2021 with a required Title VI Program Plan update every three years to ensure compliance.

Action Requested: Adoption of updated Title VI Program Plan with an effective date of June 1, 2024.

Attachment: Town of Wake Forest Title VI Program Plan_revised May 2024

Board of Commissioners Agenda Item Report

Agenda Item No.: 2024-167-
Submitted by: Ruben Wall
Submitting Department: Parks & Recreation
Meeting Date: May 21, 2024

SUBJECT
Consideration to Authorize Ten-Year Lease Agreement with NCABC, Inc (DBA FUNGO) Baseball for the use of Flaherty Park Field #2

Recommendation:
Discussion and Approval

Item Summary:

ATTACHMENTS
- Summary Sheet - Consideration of Ten-Year Lease Agreement with FUNGO for Flaherty Park Field #2.pdf
- Resolution - Ten-Year Lease Agreement - NCABC Inc (DBA FUNGO) Baseball League.pdf
- Flaherty Park Field #2 Lease Agreement.pdf

Consideration of a Ten-Year Lease Agreement with NCABC, Inc (DBA FUNGO) Baseball for the use of Flaherty Park Field #2

Summary

Agenda Item: Consideration of a ten-year Lease Agreement with NCABC, Inc (DBA FUNGO) Baseball for the use of Flaherty Park Field #2

Summary: : In October 2022, the Town entered into a partnership with NCABC, Inc (DBA FUNGO) baseball. Both parties agreed Flaherty Park Field #2 would be the home field for FUNGO.

Attachment:

- Resolution
- Lease Agreement

RESOLUTION

RESOLUTION AUTHORIZING THE TOWN MANAGER TO EXECUTE A TEN-YEAR LEASE AGREEMENT ON BEHALF OF THE TOWN OF WAKE FOREST WITH NCABC, Inc (DBA FUNGO) BASEBALL FOR USE OF FLAHERTY PARK FIELD #2

WHEREAS, in 2022, NCABC, Inc (DBA FUNGO) baseball approached the Town about a potential partnership to offer a collegiate summer baseball league to provide enjoyment and entertainment for the citizens of Wake Forest, and

WHEREAS, both parties feel it's in their best interest to have an on-going relationship, it is recommended that a lease agreement be entered into,

NOW, THEREFORE, BE IT RESOLVED that the Town Manager is hereby authorized to execute on behalf of the Town of Wake Forest a lease agreement for a period of ten-years in the amount of $1 per year with NCABC, Inc (DBA FUNGO) baseball for the use of Flaherty Park Field #2 for the management and operation of a collegiate summer baseball league team with league play starting in the Summer of 2024.

Duly Adopted this 21st day of May 2024.

ATTEST: _____ Vivian A. Jones, Mayor

_____
Theresa Savary, Town Clerk

TOWN *of*
WAKE FOREST

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

www.wakeforestnc.gov

NORTH CAROLINA

WAKE COUNTY

LEASE AGREEMENT

TOWN OF WAKE FOREST AND NCABC, INC (DBA FUNGO)

FLAHERTY PARK FIELD #2

THIS LEASE Agreement, made this ____ day of _____, 2024, by and between the **TOWN OF WAKE FOREST,** a municipal corporation, (hereinafter "Town") and NCABC, Inc (DBA FUNGO) a member of the Old North State League (hereinafter referred to as "FUNGO") organized under the laws of the State of North Carolina and authorized to do and doing business in the State of North Carolina.

WHEREAS, FUNGO intends to operate a summer baseball team for collegiate athletes known as FUNGO and enter into a Lease Agreement ("Agreement") with the Town for the use of the Town's newly renovated baseball facilities at Flaherty Park field #2 commencing immediately following the completion of the renovations in the of Summer 2024; and,

WHEREAS, FUNGO wishes to locate the baseball team and franchise operations within the corporate limits of the Town, of which FUNGO (or its officers or directors) has a legal interest, the Town is constructing or renovating Flaherty Park Field #2 planning to include an athletic facility configured in such a manner to accommodate, but not limited to baseball and other entertainment opportunities; and,

WHEREAS, FUNGO desires to use Flaherty Park Field #2, which the Town intends to allow and include the following amenities: press box, concession areas, ticket offices, town storage, scoreboard, lights, dugouts, bullpens, parking and restroom area for baseball games and other related events; and the Town is willing to allow FUNGO the use of the facility for FUNGO baseball games, camps and related events and use of the facility for secondary events subject to certain terms and conditions set forth in this Agreement during the season.

WHEREAS, with this Lease Agreement, the Town has committed to renovate, operate, and maintain Flaherty Park Field #2; and

WHEREAS, this Agreement shall set forth in details the terms and conditions by which the Town shall lease the use of Flaherty Park Field #2 to FUNGO Baseball; and full cooperation between the Town and FUNGO is necessary; and

WHEREAS, FUNGO desires to lease facilities owned by the Town for the offering of a collegiate summer baseball team for the people of Wake Forest and the surrounding area.

NOW, THEREFORE, for and in consideration of the foregoing and the terms and conditions set forth herein, the receipt and sufficiency of such consideration being hereby acknowledged, the parties hereby agree as follows:

This Lease Agreement shall supersede all other agreements between the Town and FUNGO. The Town shall grant use of Flaherty Park Field #2 to FUNGO Baseball under the following conditions: This Non-exclusive agreement is for FUNGO, North Wake Men's Baseball League and American Legion games/events only. FUNGO shall have first right to the scheduling of FUNGO, North Wake Men's Baseball League and American Legion games/events between May 20 and August 1st so long as scheduling is provided to the Town on or before April 1st of each year. If practice times or training is needed, it shall be scheduled around the Town's league schedule.

Usage Categories: For the convenience of the Parties in describing the type and manner of available uses of Flaherty Park Field #2, the following categories shall apply:

Category I: Use by FUNGO for regularly scheduled home games of FUNGO collegiate summer baseball team, North Wake Men's Baseball League, and American Legion games/events only.

Category 2: Secondary events held by FUNGO that are related to baseball (other than games of FUNGO baseball team), such as player clinics, coaches' clinics, or the like, where there is not a ticketed admission of the general public.

Category 3: Ticketed events where FUNGO promotes, staffs, and is in all manner responsible for the operation of the event.

Category 4: A joint venture between the Town and FUNGO for a ticketed event where the Parties share (according to a subsequent understanding or written agreement) in the general responsibilities of the event.

Category 5: Town's Exclusive Use of Flaherty Park Field #2. The Town reserves the right to rent the facility to generate revenue to cover operating expenses. This includes renting to other adult baseball organizations however, FUNGO shall have first right to the scheduling of FUNGO, North Wake Men's Baseball League and American Legion games/events between May 20 and August 1st. Otherwise**,** FUNGO shall not have authority to regulate the Town's exclusive use of the field.

USE OF FLAHERTY PARK FIELD #2

- The Town has first rights of use to all town facilities.
- The Town will ensure Flaherty Park Field #2 is reserved/scheduled for all FUNGO affiliated games and special events including North Wake Men's Baseball League and America Legion. Confirmation will be provided within 10 business days of receipt of the request from FUNGO. The request should include games, clinics, camps, and special events.
- Schedules can only be modified with agreement from both parties unless the Town has deemed the facility unsafe due to unforeseen circumstances.
- FUNGO Baseball season starts the middle of May and ends the first week in August.
- The facility will only be used for games and for special events, camps and clinics approved by the Town per the usage categories listed above.
- FUNGO activities should not impede regular park use at any time (no blocking pedestrians or vehicle traffic flow).
- FUNGO understands and agrees that the Town is responsible for overall programming of recreational activities at Town facilities. Any scheduling conflicts between FUNGO and the Town shall be resolved in favor of the Town. However, game dates can only be modified with agreement from both parties and the Town has deemed the facility unsafe due to unforeseen circumstances. The Parties are aware that per the bylaws of the Old North State League, FUNGO must make up any cancelled game on the first available date in the Old North State League schedule and the Town shall make Flaherty Park available for the make-up game. The town shall be given ample notice of make-up games including dates and times.
- Any permanent improvements or equipment installations made by FUNGO must be approved by the Town. Once installed, improvements/equipment installations may only be removed upon the permission of the Town. All improvements including equipment installations must be kept in good/safe working conditions at all times. The Town reserves the right to inspect and remove any equipment installed by FUNGO that is not maintained in good/safe working condition.
- The Town will be responsible for maintaining all Town owned structures and equipment at the facility. This does not include equipment and supplies owned by FUNGO.
- In the event the Town must close the facility for an extended period for scheduled maintenance, FUNGO will be given sixty (60) days' notice. In the event of emergency/unplanned maintenance, the Town will notify FUNGO of closure once it is apparent that the facility must be closed. The Town shall make a Heritage High School Park available in the event of a facility closure that is not in conflict with the facilities use agreement between WCPSS and Town.
- At least annually, meetings will be held between the two parties at the conclusion of the season to discuss any issues or concerns.

- This agreement does not terminate the Town's right to continue offering its regular baseball leagues or rent facilities to other baseball organizations. The Town shall be prohibited from establishing, creating, partnering with, leasing to, renting to, any other collegiate or professional baseball teams associated with the Old North State League or its successors during the term of this Agreement. FUNGO programs will be scheduled in accordance with the dates requested for the season.

DETAILED PERMIT OF USE BY FUNGO

- The TOWN shall permit FUNGO use of Flaherty Park Field #2, unless a breach of this agreement is made, FUNGO has the use of Flaherty Park Field #2 according to the Usage Categories listed above in this agreement for a period commencing upon completion of the renovation of the field and ending on April 30, 2034, in accordance with a schedule provided by the Town for the following events. However, if Flaherty Park #2 shall not be available for us in 2024 due to ongoing renovations, then this Lease shall end 10 years following the first Summer that Flaherty Park is playable with the new renovations.
- **Baseball Games:** FUNGO will promote and schedule franchise games and Old North State League events at Flaherty Park Field #2. The Parties anticipate approximately 30 games per season, said season occurring roughly May 20th through August 10th each year. Use Times: 6:30 /PM to 9:30 /PM. However, game and events shall be allowed to start and end at different times during the season for special events with approval of the Town.
- FUNGO shall not sublease the facility to a third party during its usage time.
- FUNGO shall inform the Town by March 1st of each prior year of the publication of the playing schedule, but in no event no later than April 1st, of the days it wishes to reserve for itself the Use of Flaherty Park Field #2. Any extension of these Use Times must be requested by FUNGO and agreed upon by the Town. In the event that FUNGO fails to inform the Town by the Selection Date of each year of the desired Use Times, the prior year's dates of Use Times shall be reserved until approval is given by the Director of Parks and Recreation, or her/his designee, for a revised Use Time upon the written request of the Town.
- FUNGO confers no right in the areas of the facility other than the concession area/press box, for FUNGO to maintain, keep products or equipment in, make use of, occupy, change, alter, or in any manner hold out as its own, without the express written prior approval of the Town's manager, or designee. FUNGO is required to remove its equipment and supplies from concession areas/press box at the end of each season no later than August 15 of each year. FUNGO shall not install, operate, or allow the installation or operation of vending machines on the premises. FUNGO must keep all areas neat and orderly at all times, ensuring

the Town's access to these areas for inspection, general ingress and egress, for maintenance. The Town shall not be responsible for custodial upkeep of these areas, nor is the Town responsible for any loss by FUNGO incidental to the use of these areas. In the event of negligent use or intentional damage to these areas by FUNGO, FUNGO is required to reimburse the Town for cost incurred due to loss.

OBLIGATIONS DURING FACILITY USAGE:

- FUNGO shall provide all staff necessary for event operations such as gate monitors, ushers, ticket takers, concessionaires, security personnel (including off-duty police officers to meet Town requirements for FUNGO home games and any other Town-approved events), emergency medical personnel, and management in order to provide a safe and secure environment for attendees. FUNGO shall be responsible at all times for the behavior of staff during the use times and shall ensure proper conduct and be responsible for any damage to the facility, except for normal wear and tear. FUNGO shall instruct its players and the players of visiting teams on the proper use the turf, including proper athletic footwear. In the event that a television or radio licensing agreement is entered into by FUNGO, the Town shall be notified at least one month prior to the event.
- **Serving Alcoholic Beverages:** Wake Forest FUNGO will work with the Chief of Police or (his/her) designee to determine the required number of paid police officers needed at all home games/events serving alcoholic beverages. Officers will be paid at the current rate established and defined under the off-duty rules of the police department. FUNGO will be responsible for the payment of off-duty officers per payment terms established by the town.
- If deemed necessary, 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.

TOWN OF WAKE FOREST RESPONSIBILITIES

- The Town will claim FUNGO as its exclusive collegiate summer team and allow FUNGO to use the images (logos, et al) and the name of the Town of Wake Forest in accordance with Town branding standards and guidelines. Any use of the Town logo by FUNGI will require written approval from the Town.
- At its discretion, the Town may utilize its resources to promote team games to encourage attendance.
- The Town will contract with FUNGO for the use of Flaherty Park for home games and special events. This use will include access to the scoreboard, lighting, announcers' booth, bathrooms, concessions space, dugouts, bullpens, and parking.
- The Town will provide field maintenance and preparation for games during the season.

- The Town will regularly work with FUNGO staff to traverse ordinances, policy, facility modification, community engagement/events, and any additional avenues necessary for the success of the operations and team.
- Provide Wi-Fi to the facility.

FUNGO RESPONSIBILITIES

- Games will be played both during the week and on weekends for flexibility of fan attendance. Larger events will be held in conjunction with town events, as well as independently to add to the menu of summer options for the people of Wake Forest.
- Off season Development Program – FUNGO will sign a separate MOU to establish an eight-week training regimen for youth baseball and softball athletes.
- FUNGO will maintain all operational and administrative responsibilities of the team and its supporting program. This includes all staffing, recruiting, scheduling, procurement, and implementation. Home games will include local business and local program partnerships and engagements and will reflect a variety of dates and times for all residents to have the opportunity to attend.
- At the conclusion of each season, FUNGO will provide an average game and overall attendance numbers for the year, along with a financial report detailing expenditures and revenue. This report must be submitted to the town by the end of September each year.
- FUNGO and its representatives will direct all comments, inquiries, and suggestions related to this agreement and its partnership with the Town to the PRCR Director and/or his/her designee.

SPONSORSHIP & NAMING RIGHTS

- The Town will allow FUNGO to seek and obtain naming rights and sponsors with a 50/50 split between the parties. This shall only include the facilities at Flaherty Park Field #2, (field, dugouts, press boxes, bleachers, benches…etc.). All naming rights, terms and funding amounts must be approved by the Town prior to FUNGO agreeing to accept any funds.
- Any signage shall comply with Town of Wake Forest ordinances and regulations.

USAGE FEE/LEASE CHARGES

- The Town agrees to lease Flaherty Park Field #2 in the amount of $1/per year to FUNGO Baseball for a period of ten years. Payments shall be made by the first of May each calendar year.
- The Town will also charge half of the regular rate for the North Wake Men's Baseball League and American Legion baseball games. This amount equals to $15.00/hour at the resident discount. Lights will also be charged at half the regular rate of $12.50/hour for North Wake Men's League Baseball and American Legion games.

FINANCIAL DETAILS

- FUNGO may keep all proceeds generated by way of ticket sales and concessions managed by FUNGO. This does not include food truck sales.
- Food trucks will be approved and contracted with the Town. Food trucks are considered independent contractors that pay an upfront vending fee to vend in parks, however the Town does not take any fees from the sales for goods. The Town will provide a list of approved food truck vendors.
- FUNGO will be responsible for contacting approved food truck vendors from the list provided by the town.
- All vendors must be cleared by the town prior to vending at Town facilities.

ENHANCEMENTS, MODIFICATIONS, RENOVATION, OR NEW CONSTRUCTION

- The Town will cover all expenses related to all enhancements, modifications, and renovations.
- FUNGO will not be responsible for any expenses related to enhancements, modifications, and renovations. Should FUNGO makes a specific request for enhancements, modifications, or renovation outside of normal requirements to operate the facility, the Town may ask FUNGO to cover the expense related to the request.
- All enhancements, modifications and renovations will be planned and coordinated by the Town.
- The Town may make any enhancements, modifications, renovations, or new construction on Town property for programming needs without approval from FUNGO.
- If the proposed modifications will impact play, the Town shall notify FUNGO of such improvements. The Town shall make every effort to complete facility enhancements or modifications without impacting FUNGO ability to perform its usual functions.
- All modifications/improvements involving structural changes to the facility will become the sole property of the Town.
- FUNGO may not make any enhancements, modifications, renovations, add storage or new construction on Town property without written approval of the Town. This includes the installation of signage and/or equipment.

COMMUNITY PARTNER AGREEMENT

- Demonstrating mutual respect is essential to establishing and maintaining a productive working relationship between the Town and its community partners. For this reason, members of organizations partnering with the Town are expected to report/address issues or concerns about the Town through appropriate channels, including contacting the responsible Town department or representative. Critical public comments and/or social media posts by members of partnering organizations may result in the forfeiture of the organization's current and future partnerships with the Town.

RENEWAL & TERMINATION

- The term of this Lease Agreement will be for a ten-year period beginning at the start of the first full season that Flaherty Park is usable following the new renovations and ending ten full seasons after completion of the Phase 1 renovations. This lease agreement may automatically renew for one five-year term if both parties agree in writing at the end of the original ten-year term. The Town also reserves the right to cancel this agreement without a sixty (60) days' notice if it is determined that FUNGO has violated any of the terms of this agreement, however FUNGO shall be given an opportunity to address any violations before termination. Should the Town cancel this agreement for reasons other than a violation, FUNGO will not be responsible for any reimbursements for the remainder of the lease term.
- **Modification/Amendment.** To be effective, any modification or amendment to this Agreement must be in writing, signed by the Town Manager or authorized representative of FUNGO, and executed with the same formality and approvals as the foregoing Agreement.
- **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.
- **Assignment.** No party shall assign any portion of this Agreement or the rights and responsibilities hereunder to another person or entity who is not party to this Agreement without prior written consent of the parties.
- **No Third-Party Beneficiaries.** This Agreement is not intended for the benefit of any third party. The rights and obligations contained herein belong exclusively to the parties hereto and shall not confer any rights or remedies upon any person or entity other than the parties hereto.
- **Governing Law; Venue.** This Agreement and the rights and obligations of the parties hereto shall be interpreted, construed, and enforced in accordance with the laws of the State of North Carolina and shall be enforced only in its General Court of Justice to the extent that any such actions will lie therein. The venue for any such action relating to this Agreement shall be Wake County Civil Superior Court.
- **Entire Agreement.** The terms and provisions herein contained constitute the entire agreement by and between the parties hereto and shall supersede all previous communications, representations, or agreements, either oral or written between the parties hereto with respect to the subject matter hereof.
- **Severability.** If any provision of this Agreement shall be determined to be unenforceable by a court of competent jurisdiction, such determination will not affect any other provision of this Agreement.
- **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original.
- **Compliance with Law.** In performing all of the Work, the Contractor shall comply with all applicable law.
- **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.

- **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. 143-6A-4; (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.
- **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.
- **Quality and Workmanship.** All work performed and/or services rendered shall be performed to the satisfaction of the Town of Wake Forest. 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.

INSURANCE/LIABILITY

- FUNGO shall maintain and keep in full force the following coverage: FUNGO agrees to secure and maintain a policy of general liability insurance in the minimum amount of $1,000,000.00 covering for any personal injuries or property damage caused, or alleged to be caused, by the acts or omissions of FUNGO. FUNGO will provide a Certificate of Insurance evidencing this policy of insurance listing the Town of Wake Forest, its officers, agents, and employees as an Additional Insured with respect to the General Liability Insurance Policy upon request of the Town. The Town shall also be named as Certificate Holder on the COI.

INDEMNITY

- To the extent and limits of the North Carolina Tort Claims Act, Article 31 of Chapter 143 of the North Carolina General Statutes, and without waiving the Town's governmental immunity, the Town of Wake Forest shall indemnify FUNGO for any liabilities, damages, costs and claims arising from or relating to the negligent acts or omissions of The Town of Wake Forest committed in connection with this Agreement to the extent that it results from or is caused by the asserted sole ordinary negligence of the Town of Wake Forest . This indemnification is limited to any insurance coverage applicable to The Town of Wake Forest's negligent acts or omissions committed in connection with this Agreement. Such liability arises out of acts for which any defense of governmental, statutory, or common law immunity is not available. The indemnification provided for herein shall not be construed as a waiver of any applicable defense of governmental, statutory, or common law immunity, and shall not prevent the Town of Wake Forest from asserting any defense of such immunity; provided that if a court of competent jurisdiction determines that no such immunity applies, then the indemnity provided for herein shall apply.
- To the fullest extent allowed by law, FUNGO hereby agrees to hold harmless and indemnify the Town of Wake Forest from any claim, suit, or loss, sustained by the Town of Wake Forest, its officers, directors, employees, or agents for any asserted property damage, injury, or death of any person to the extent that it results from or is caused by the

asserted sole ordinary negligence of FUNGO or fault of FUNGO if such fault is the proximate cause of loss, damage, or expense indemnified, while participating in such activity, or while in, on or upon the premises where the activity is being conducted. The FUNGO acknowledges that its employees, agents, or private contractors are not employees of the Town of Wake Forest. FUNGO, its employees, or its agents/contractor also waives any and all rights to file any claim against the Town of Wake Forest under the NC Workman's Compensation Act which might arise out of an in the course of performing said instructions.

- If any party hereto receives notice of an event or possible event that would give rise to indemnification as required hereunder, such party shall provide immediate notice to the other party of such event. Further, if either party that is to be indemnified and held harmless hereunder receives payment or other compensation from a third party, any such amount received shall be applied to any amounts owed by the indemnifying party to the indemnified party or to a third party. Neither party shall be responsible for payment of any amount or any damages in excess of such amount actually incurred or suffered by the indemnified party.
- Both parties represent that neither does not discriminate against any participant in their programs because of sex, race, color, religion, creed, national origin, citizenship status, age, or handicap.

VERIFICATION OF WORK AUTHORIZATION:

- The contractor represents and warrants that now and continuing for the term of this Agreement, and all subcontractors, will comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, "Verification of Work Authorization" and will provide documentation or sign affidavits or any other documents requested by the Town of Wake Forest demonstrating such compliance.

NOTICE. (a) All notices and other communications required or permitted by this contract shall be in writing and shall be given either by personal delivery, fax, or certified United States mail, return receipt requested, addressed as follows:

To the Town:	Agency: NCABC, Inc (DBA FUNGO)
Town of Wake Forest Park, Recreation and Cultural Resources	FUNGO Baseball
Attn: Ruben Wall 301 S. Brooks St. Wake Forest, NC 27587	Attn: Joseph John Jr. 5604 Chimney Swift Drive Wake Forest, NC 27587

PRE-AUDIT.

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

_____

(Signature of Finance Officer)
Town of Wake Forest
301 S. Brooks Street
Wake Forest, NC 27587

CONTRACT MONITORING.

Staff member responsible for monitoring the contract performance requirement is:

Name and Title: Ruben Wall, Director RW Department Head Initial

IN WITNESS WHEREOF, the Town of Wake Forest being duly authorized, and the Agency have caused this contract to be executed under seal by their respective duly authorized agents or officers.

TOWN OF WAKE FOREST, a North Carolina municipal corporation	AGENCY: NCABC, Inc (DBA FUNGO)
By: _____ Kip Padgett, Town Manager	By: _____
_____ Printed	_____ Printed
Witnessed by:	Witnessed by:
_____ Name	_____ Name
_____ Printed	_____ Printed
(SEAL)	(SEAL)

Board of Commissioners Agenda Item Report

Agenda Item No.: 2024-173-
Submitted by: Terry Savary
Submitting Department: Public Safety
Meeting Date: May 21, 2024

SUBJECT
Consideration of a Resolution to Enter into a Contract with Fire Connections (E-One) for the Purchase of Three (3) Firetrucks.

Recommendation:

Item Summary:

ATTACHMENTS
- Resolution approving purchase of Fire Engines[15].docx

RESOLUTION 2024-

RESOLUTION TO PURCHASE THREE FIRE ENGINES (PUMPER TRUCKS)

WHEREAS Fire protection is a vital service provided by the Town; and,

WHEREAS the Town is in the process of designing Fire Station Six (6) that will require a Fire Engine; and,

WHEREAS the Fire Department's replacement schedule indicates two existing engines are nearing the end of their useful lives and will need to be retired from daily service within the next three years; and,

WHEREAS staff has been informed that it now takes approximately thirty (30) months to receive a fire engine from the time it is ordered; and,

WHEREAS, in accordance with NCGS 143-129 (e)(3) which states purchases made through a competitive bidding group purchasing program, which is a formally organized program that offers competitively obtained purchasing services at discount prices to two or more public agencies; quotes for the engines are $980,000 each; and

WHEREAS, to ensure we maintain our replacement schedule and to place an additional engine when Fire Station Six (6) is completed requires us to move forward with placing an order.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Town of Wake Forest hereby authorizes the Town Manager to enter into a contract with Fire Connections to purchase three (3) E-One Custom Pumpers at a price of $2,940,000 through cooperative purchasing agreement with Sourcewell.

BE IT FURTHER RESOLVED, a 10% contingency be established for any unanticipated costs in the manufacturing of the Engines.

Duly adopted this 21st Day of May 2024.

_____

(ATTEST) Vivian A. Jones, Mayor

Theresa Savary, Town Clerk

Board of Commissioners Agenda Item Report

Agenda Item No.: 2024-171-
Submitted by: Terry Savary
Submitting Department: Administration
Meeting Date: May 21, 2024

SUBJECT
Wake County Tax Release

Recommendation:

Item Summary:

ATTACHMENTS
- WF-TXREP-MAY-2024-BOC-MTG.pdf

WAKE COUNTY
NORTH CAROLINA

Board of Commissioners
P.O. Box 550 • Raleigh, NC 27602

TEL 919 856 6180
FAX 919 856 5699

SHINICA THOMAS, CHAIR
SUSAN EVANS, VICE-CHAIR
VICKIE ADAMSON
MATT CALABRIA
DON MIAL
CHERYL STALLINGS
TARA WATERS

May 7, 2024

Mr. Kip Padgett
Town Manager
Town of Wake Forest
301 S. Brooks Street
Wake Forest, North Carolina 27587

Dear Mr. Padgett:

The Wake County Board of Commissioners, in regular session on May 6, 2024, approved and accepted the enclosed tax report for the Town of Wake Forest.

The attached adopted actions are submitted for your review; no local board action is required.

Sincerely,

Yvonne Gilyard
Clerk to the Board
Wake County Board of Commissioners

WAKE COUNTY

WAKE COUNTY TAX ADMINSTRATION

Rebate details

3/1/2024 - 3/31/2024

WAKE FOREST

DATE	TIME	PAGE
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REBATE NUMBER	PROPERTY	SPEC DIST	CITY TAG	LATE LIST	BILLED INT	TOTAL REBATED	PROCESS DATE	ACCOUNT NUMBER	TAX YEAR	YEAR FOR	BILLING TYPE	OWNER
WAKE FOREST SPEC DIST												
BUSINESS ACCOUNTS												
875381	157.81	48.13	0.00	15.78	0.00	221.72	03/25/2024	0006970760	2023	2023	000000	FISHIN' SHRIMP, LLC
Subtotal for BUSINESS ACCOUNTS	**157.81**	**48.13**	**0.00**	**15.78**	**0.00**	**221.72**		**1 Properties Rebated**				
TOTAL WAKE FOREST SPEC DIST	**157.81**	**48.13**	**0.00**	**15.78**	**0.00**	**221.72**		**1 Properties Rebated for the District/City**				
WAKE FOREST (Not In District)												
BUSINESS ACCOUNTS												
875113	0.00	0.00	0.00	17.92	0.00	17.92	03/22/2024	0006123829	2023	2023	007000	PAWNEE LEASING CORP
872878	677.52	0.00	0.00	67.75	0.00	745.27	03/01/2024	0006998607	2023	2023	000000	HEARTLAND DENTAL LLC
Subtotal for BUSINESS ACCOUNTS	**677.52**	**0.00**	**0.00**	**85.67**	**0.00**	**763.19**		**2 Properties Rebated**				
INDIVIDUAL PROPERTY ACCOUNTS												
875383	2.23	0.00	0.00	0.22	0.00	2.45	03/25/2024	0006925516	2021	2021	000000	WB TRANSPORT LLC
874974	64.11	0.00	30.00	0.00	0.00	94.11	03/21/2024	0007021698	2024	2023	000000	WATTS, MADISON GRACE
874427	17.86	0.00	30.00	0.00	0.00	47.86	03/14/2024	0007017539	2024	2023	000000	ROBERTSON, AMANDA DAWN
873142	90.51	0.00	30.00	0.00	0.00	120.51	03/01/2024	0006978517	2023	2022	000000	RAMSAY, HEATHER LEA
875526	93.83	0.00	30.00	0.00	0.00	123.83	03/26/2024	0006978720	2023	2022	000000	HARDIN, MARCHELLO PEREZ

WAKE COUNTY
NORTH CAROLINA

WAKE COUNTY TAX ADMINSTRATION

Rebate details

3/1/2024 - 3/31/2024

WAKE FOREST

DATE	TIME	PAGE
04/13/2024	09:00:39 PM	2

REBATE NUMBER	PROPERTY	SPEC DIST	CITY TAG	LATE LIST	BILLED INT	TOTAL REBATED	PROCESS DATE	ACCOUNT NUMBER	TAX YEAR	YEAR FOR	BILLING TYPE	OWNER
Subtotal for INDIVIDUAL PROPERTY ACCOUNTS	**268.54**	**0.00**	**120.00**	**0.22**	**0.00**	**388.76**		**5 Properties Rebated**				
WILDLIFE BOAT ACCOUNTS												
875797	185.94	0.00	0.00	18.59	0.00	204.53	03/28/2024	0004213100	2023	2023	000000	NYTKA, ARSEN
873138	231.21	0.00	0.00	23.12	0.00	254.33	03/01/2024	0004214662	2023	2023	000000	ZINANI, ANTHONY GENE
Subtotal for WILDLIFE BOAT ACCOUNTS	**417.15**	**0.00**	**0.00**	**41.71**	**0.00**	**458.86**		**2 Properties Rebated**				
TOTAL WAKE FOREST (Not In District)	**1,363.21**	**0.00**	**120.00**	**127.60**	**0.00**	**1,610.81**		**9 Properties Rebated for the District/City**				
TOTAL FOR CITY WAKE FOREST	**1,521.02**	**48.13**	**120.00**	**143.38**	**0.00**	**1,832.53**		**10 Properties Rebated for the City**				

WAKE COUNTY
NORTH CAROLINA

WAKE COUNTY TAX ADMINSTRATION

Rebate details

3/1/2024 - 3/31/2024

WAKE FOREST

DATE	TIME	PAGE
04/13/2024	09:00:39 PM	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
Grand Total:	**14,669.74**	**709.41**	**780.00**	**1,439.91**	**0.00**	**17,599.06**	**82**	**Properties Rebated for All Cities**				

Board of Commissioners Agenda Item Report

Agenda Item No.: 2023-373-
Submitted by: Terry Savary
Submitting Department: Administration
Meeting Date: May 21, 2024

SUBJECT
Department Monthly Report

Recommendation:

Item Summary:

ATTACHMENTS
- April 2024 Monthly Report.pdf

April 2024 | Department Monthly Report

TOWN of WAKE FOREST

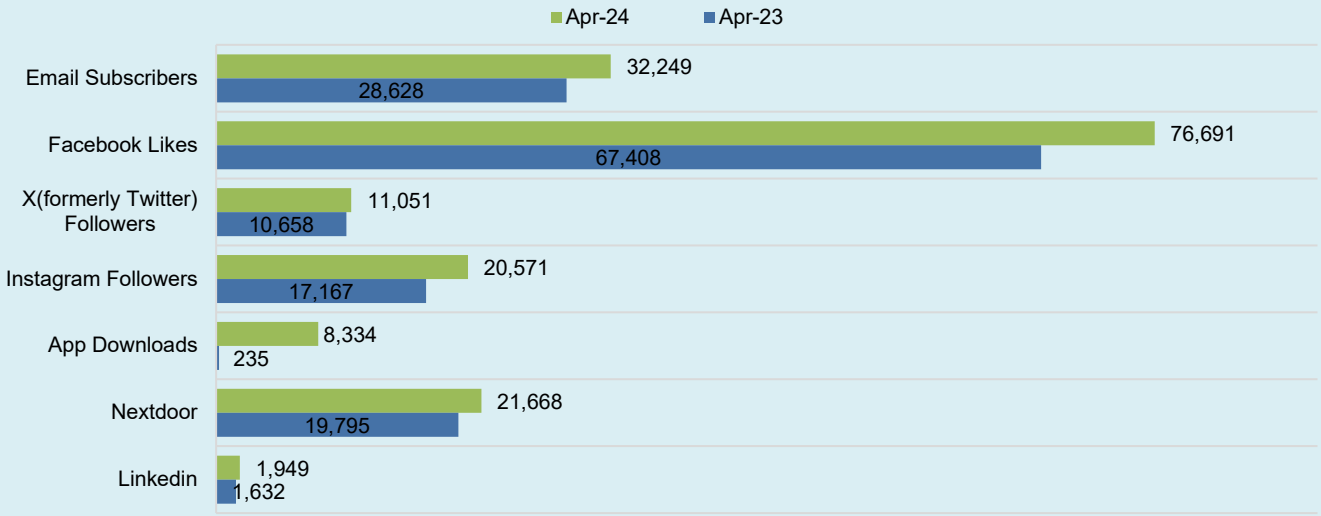
Communications

ANNOUNCEMENTS	
Media Releases	51
Email Announcements	19
Town-to-Resident Phone Calls/Texts	25

TOP 5 VIEWED PAGES ON WEBSITE

RANK	PAGE	VIEWS
1	Customer Service Forms & Applications	15,567
2	Home	7,790
3	Utility Bill Payment Options	3,013
4	Jobs	2,833
5	Friday Night on White	7,302

SUBSCRIBERS



Downtown Development

OCCUPANCY

	APR– JUN 2024	APR – JUN 2023
Occupancy Rate in Percentage	92%	91%

NEW BUSINESSES

	April 2024	FISCAAR-TO-DATE
Number of New Businesses	0	5
Number of Businesses Closed	0	4

EVENTS

THIRD QUARTER EVENTS (APR - JUN)	ATTENDANCE IN 2023	ATTENDANCE IN 2024
Friday Night of White	3,000	10,000
Forest Fest	3,500	3,500

UPDATES PROVIDED QUARTERLY

Friday Night on White kicked off the 7th full season on April 12, 2024. This event started in 2016 but was not held in 2020 and only one event was held in 2021 due to COVID. The weather was beautiful, and it was clear that everyone was excited for the return of this annual event. Unfortunately, the number of unsupervised teens appear to be increasing at this event and there is concern that teens are being dropped off. The majority of these kids are behaving, but the few that are not and the large presence of teens in general that are congregating both within and outside the event footprint are creating a sense of discomfort for attendees and downtown business owners. Staff has held multiple meetings to debrief and is working diligently on ways to effectively address this, but ultimately will need cooperation from parents and guardians.

The third annual Forest Fest was held on Saturday, April 20, 2024. Wake Forest Downtown, Inc. held this event in partnership with the Wake Forest Farmers Market, Wake Forest Guild of Artists Spring Art Market, Town of Wake Forest Tree Seedling Giveaway, Town of Wake Forest Shredding Event, and the Wake Forest Historic Half Marathon. This free- flowing event was well attended and offered something for everyone

Downtown Development Director successfully completed UNC School of Government's Municipal and County Administration Class on April 11, 2024.

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 2024	APRIL 2023
Number of Responses to RFIs	2	0

BUSINESS RETENTION & EXPANSION

NAMES OF BUSINESSES VISITED THIS MONTH
Atlas Stark
Nourish

Engineering

Stormwater Infrastructure	Ongoing – Public Education Campaign is starting in the upcoming weeks.
Resurfacing Project:	Ongoing Concrete Work, Revised scope. Milling of streets and resurfacing started in April. Budget Change order will be submitted.
Flaherty Upper Dam Project	Contract awarded—construction to start in Summer 2024.
Dunn Creek Greenway Phases 3 & 4	We are currently finalizing documentation to advertise the project for bids in the upcoming weeks.
E Juniper Ave. Drainage Study	Kicking project off 5/2/2024 to assess drainage concerns on E. Juniper Ave.

Finance

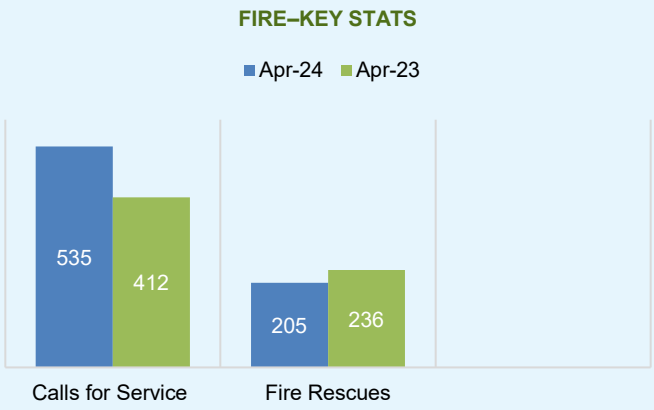
FINANCIAL TASKS COMPLETED	
TAX RETURNS & REPORTS	COMPLETION DATE
NC Sales and Use Tax Form E500 and payment	4/9/2024
ORBIT/LGERS Report – NC State Treasurer	4/1/2024
Utility Sales Tax Return – E500 E	4/12/2024
BLS Department of Labor Report	4/16/2024
TR-2 Report	4/9/2024
Food & Beverage Tax Report	4/5/2024
ARPA Quarterly Report	4/30/2024
ACCOUNTING/FINANCE	AMOUNT
Total $ Accounts Payable Disbursement	$2,800,039
Total ePayables & Payroll Disbursement	$3,121,265
Total Number of Invoices Paid	522
Total $ Invoices Paid with credit card	$676,230

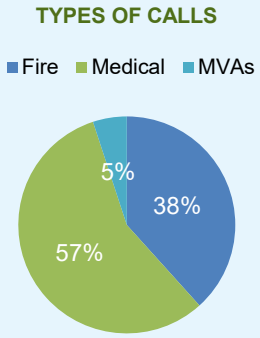
PURCHASING / WAREHOUSE	
Purchase Orders Processed	67
New Vendors Set Up	17
Informal Quotes	14
$ Received Surplus Items Sold	$121,800
HUBSCO reports	1

Fire

KEY STATS	APRIL 2024	APRIL 2023
Calls for Service	535	412
Average Response Time	4:26	4:55

TYPES OF CALLS	APRIL 2024	APRIL 2023
Fire	205	155
Medical	303	236
Motor Vehicle Accidents (MVA)	27	21





Human Resources

EMPLOYMENT		
As of APRIL 30, 2024	**APRIL 2024**	**APRIL 2023**
Positions Filled	423	393
Vacancies	17	19
Total Authorized Positions FY 2023-2024	**440**	**412**

EMPLOYEE NAME (PROMOTIONS)	DEPARTMENT	POSITION	DATE
Timothy Woodlief	Public Works – Streets	Construction Worker III	04.29.2024

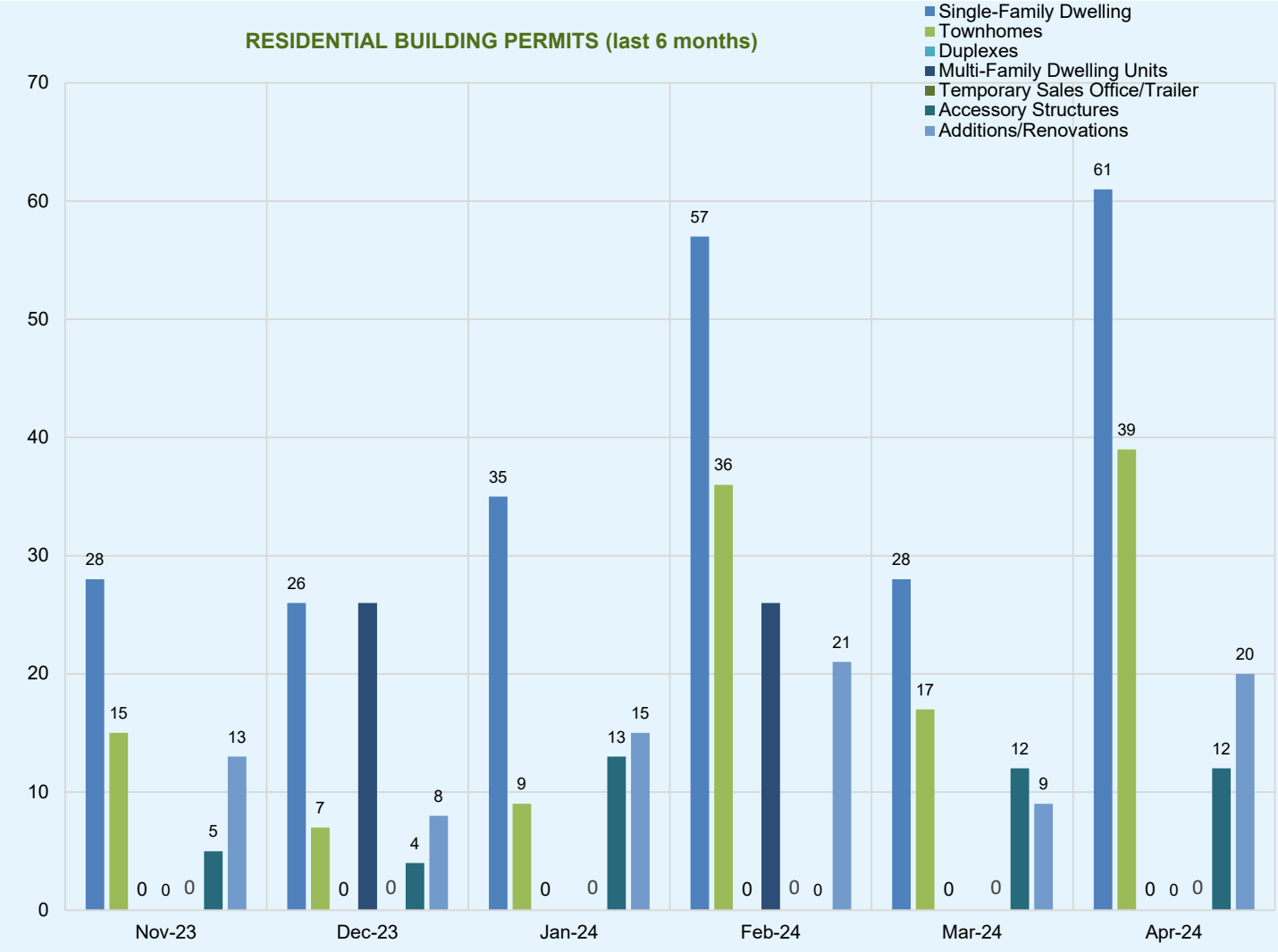
Information Technology

SERVICE STATS		
	APRIL 2024	APRIL 2023
Service Requests Completed	678	397
Network Uptime Percentage	100%	100%

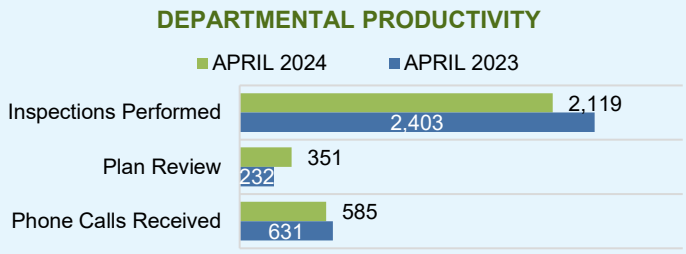
Inspections & Public Facilities

RESIDENTIAL PERMITS		
	APRIL 2024	APRIL 2023
Single-Family Dwelling	61	50
Townhomes	39	28
Duplexes	0	0
Multi-Family Dwelling Units	0	0
Other	147	118
Total	**247**	**188**

NON-RESIDENTIAL PERMITS		
	APRIL 2024	APRIL 2023
New Commercial	0	0
Fit-Ups	4	8
Other	36	48
Total	**40**	**56**



PUBLIC FACILITIES		
	APRIL 2024	APRIL 2023
Preventative Maintenance Completed	571	484
Reactive Work Orders	129	136



BUSINESSES	
NEW COMMERCIAL BUSINESSES	ADDRESS
FIT-UPS	
EDWARD JONES	3319 HERITAGE TRADE DR
WAKEFIELD ATV	745 MERRITT CAPITAL DR 109
D-BAT ACADEMIES	741 MERRITT CAPITAL DR 110
PIADA ITALIZN STREET FOOD	529 DR CALVIN JONES HWY 110
PRE-OCCUPANCIES	
INNOVATIVE GLASS SOLUTIONS	1600 HERITAGE COMMERCE CT 104
CHIROPRACTIC WELLNESS CENTER OF CARY	1740 HERITAGE CENTER DR 101
CRICKET WIRELESS	12646 CAPITAL BLVD 116
JAK MOULDING & SUPPLY INC	744 MERRITT CAPITAL DR 113
TRI-LEASE LLC	1780 HERITAGE CENTER DR 202
BIG WHEEL REALTY	5105 UNICON DR F
BRICKLL ENTERPRISED LLC	620 DR CALVIN JONES HWY 200
STILES	515 DR CALVIN JONES HWY
PREMIER FUNDING LLC	5701 UNICON DR H
VIVINT INC	12339 WAKE UNION CHURCH RD 112
AXIS PORTABLE AIR LLC	745 MERRITT CAPITAL DR 121

Organizational Performance

NORTHERN WAKE FOOD SECURITY TEAM	
Staff Hours	Avg. 10 hrs/week
Updates	• NCFST Mobile Market Avg. 57/per visit • Weekly partnerships with the Wake Forest Community Table & Tri-Area Ministries • Bi-weekly partnerships with the Hope House & the Mobile Market • Testing Mini Market near Northern Regional Community Center • Developing a Prescription Produce pilot program

GUEST SERVICES VOLUNTEER (GSV) PROGRAM	
Updates	20 in the program – 1 new applicant

Parks, Recreation & Cultural Resources

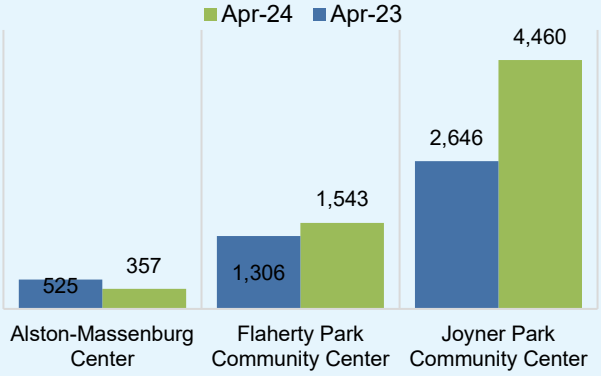
ATHLETICS

	APRIL 2024	APRIL 2023
Registrations Received – Youth	281	310
Registrations Received – Adult	0	0
Games Held	78	80
Revenue	$20,900	$24,875

PROGRAMS

	APRIL 2024	APRIL 2023
Registrations Received – Youth	160	143
Registrations Received – Adult	184	125
Classes/Programs Held	50	35
Revenue	$8,302	$5,430

VISITORS TO COMMUNITY CENTERS



RECCONNECT PROGRAM GUIDE VIEW

The program guide is updated twice per year in January and July.

PARK MAINTENANCE

TYPE OF MAINTENANCE	QUANTITY
Vandalism	1
Reactive Maintenance	1
PM Inspections and services	73
Evening and Weekend Park Services	4

FACILITY RENTALS	APRIL 2024	APRIL 2023
Athletic Fields	12	12
Joyner Park Outdoor / Open Space	2	7
General Outdoor / Open Space	0	3
Picnic Shelters	1	0
Wake Forest Community House	4	4
Joyner Park Community Center	5	3
Flaherty Park Community Center	0	0
Alston-Massenburg Community Center	4	6

VISITORS TO AQUATIC CENTER & SPRAYGROUND	APRIL 2024	APRIL 2023
Aquatic Center	CLOSED	CLOSED
Taylor Street Sprayground	CLOSED	198

Planning

DEVELOPMENT SERVICES MONTHLY REPORT VIEW

ZONING VIOLATIONS DASHBOARD VIEW

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

CERTIFICATES OF APPROPRIATENESS	APRIL 2024	APRIL 2023
COAs Received	0	0
COAs Approved	0	0

Police

KEY STATS	APRIL 2024	APRIL 2023
Calls for Service	4,593	3,777
Vehicle Crashes	178	155

Public Works

Streets: Yearly vehicle inspections, pavement markings at Holding Park for Parks & Rec & Facilities (1225ft), videoed 1680 ft of pipe, repaired/replaced 85 street signs, replaced 235 ft of sidewalk with 30 yards of concrete, completed 6 asphalt patches with 31 tons of asphalt, marked 3 grave and 3 headstone, assisted with 3 town events.

Solid Waste: Shred & electronic event, both events were a huge success. Forest Fest lots of information, seedlings, trash, recycle and compost information given out. A new rear loader arrived and will be replacing #5815, Interviews were conducted and an offer was made and accepted- new employee starts in May, more yard waste has been collected as spring has arrived

Urban Forestry: Distributed over 2000 seedlings, assisted Streets with multiple storm water projects, starting regular pruning maintenance for 2024

RECYCLING		
	APRIL 2024	APRIL 2023
Volunteer Collected Litter	2,625	25
Volunteer Collected Recycling	625	0
Volunteer Hours	405.5	4
Volunteer Miles of Streets	7	0
Sections of Roads Cleaned (not miles)	11	0
Number of Creeks Cleaned	6	1
Number of Litter Kits Issued/Returned	136	1

SOLID WASTE		
	APRIL 2024	APRIL 2023
New Construction Homes Added	76	28
New Cart Sets	76	28

CEMETERY		
	APRIL 2024	APRIL 2023
Number of Plots Sold	0	0
Number of Niches Sold	7	0
Total Plots Available	0	0

Renaissance Centre for the Arts

EVENT & PROGRAM ATTENDANCE	APRIL 2024	APRIL 2023
Monthly In-Person Attendance	3,749	3,957
Virtual Views	257	0
Ticketed Events Held	2	1
Free Events Held	1	1

RENAISSANCE CENTRE PROGRAM GUIDE VIEW

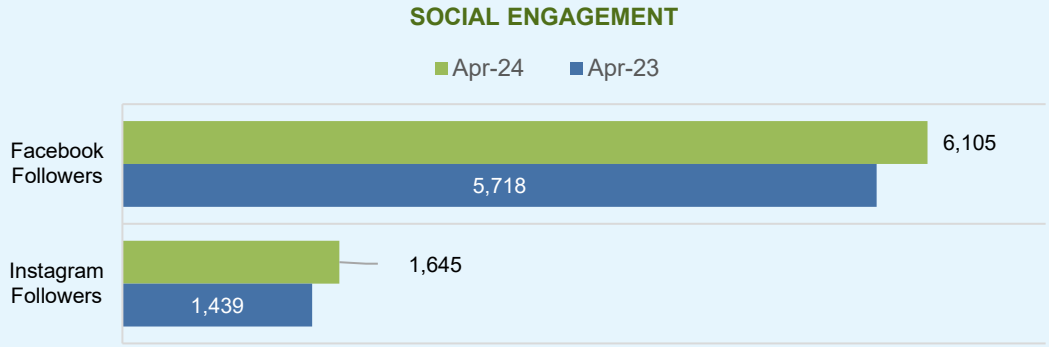
Highlights for April 2024 for the Renaissance Centre

The Renaissance Centre concluded the Tenth Anniversary Celebration with two sold-out shows featuring The Drifters. One of the attendees committed, “The evening was great! From entry to exiting the staff was friendly and available…”

The Renaissance Centre hosted our annual Fish ‘n Friends appreciation reception for our Partners, Patrons, Friends, and volunteers on Thursday, April 25. One hundred and fifty donors were celebrated for their contributions to the arts in Wake Forest. The attendees were treated to live music and dinner and were the first to learn about the Main Stage performances lined-up for the 24/25 season.

The Renaissance Centre hosted a Community-Student Art Show featuring over 375 pieces of art created by area elementary, middle, and high schools. The celebration of local schools’ art culminated with an open house on Saturday, April 27th. Almost 800 students, parents, teachers, and friends viewed the exhibit throughout April. It was the Centre’s largest art show to date attracting the largest attendance.

The Public Art Commission has selected an artist to design and paint the mural for the Alston Massenburg Center. Artist, Junior Gomez is from Charlotte and was selected from numerous entries.



Wake Forest Power

CUSTOMER SUMMARY

	APRIL 2024	APRIL 2023
Electric Meters/Customers	7,776	7,087
Pre-Pay Power Customers	464	480
H.O.P.E. Participants	44	46
N.C. GreenPower Participants	16	17

POWER OUTAGES

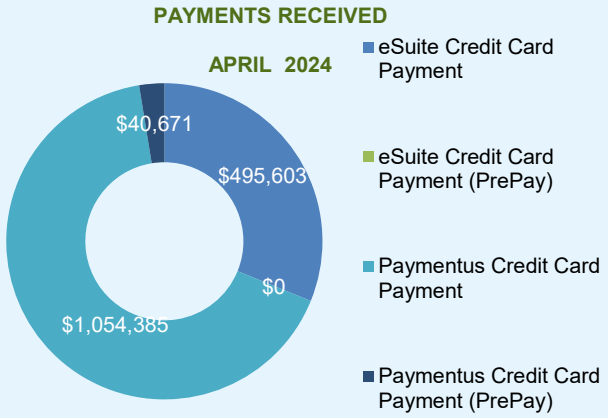
	APRIL 2024	APRIL 2023
Total Number of Customers Affected by Outages this Month	15	1,848
Average Number of Customers Affected per Outage	5	264

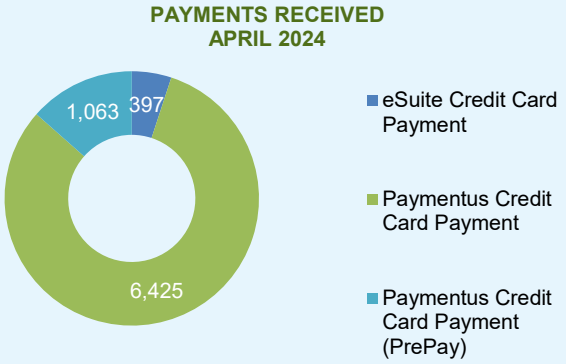
PAYMENTS RECEIVED

	APRIL 2024	APRIL 2023
eSuite Credit Card Payments	$495,603	$399,139
eSuite Credit Card Payments (Pre-Pay)	0	$300
Paymentus CC Payments	$1,054,385	$570,668
Paymentus CC Payments (Pre-Pay)	$40,671	$37,882

NUMBER OF TRANSACTIONS

	APRIL 2024	APRIL 2023
eSuite Credit Card Payments	397	424
Paymentus CC Payments	6,425	5,231
Paymentus CC Payments (Pre-Pay)	1,063	1,008





Historic Preservation Commission

MEETINGS	
Most recent meeting held	04/23/2024
Number of members in attendance 9 out of 9	

The HPC reviewed the priorities for the strategic plan and decided to focus on using technology to educate the public on historic preservation, work with the museum on oral history interviews, and conduct more outreach through events for the short term. Staff provided an overview of a new GIS-based public history project. The home tour committee met for the first time. The tour will be on December 7 from 12-6.

Human Relations Council

MEETINGS	
Most recent meeting held	04/25/2024
Number of members in attendance 8 out of 11	

The HRC began developing plans and putting logistical details in place for the upcoming Good Neighbor Day scheduled for September 21, 2024.

Public Art Commission

MEETINGS	
Most recent meeting held	04/25/2024
Number of members in attendance 6 out of 11	

No quorum. May meeting will include professional development for members related to legal issues in the arts and accessibility. The artist has been selected for the Alston Massenburg Center Mural Call for Artists; the pre-qualified artist registry is still open for future calls for artists opportunities. Two more student pieces have been selected for the Alston Massenberg Center student mural inside Alston Massenburg Center from the Renaissance Centre's April Community Schools Showcase. Celebration of Arts 2024 planning is continuing to progress. Additional opportunities to engage the community in public art to come.

Parks, Recreation & Cultural Resources Advisory Board

MEETINGS	
Most recent meeting held	04/22/2024
Number of members in attendance 9 out of 12	

Work Group Updates:
Special Events 2024 - Volunteer Sign-up Genius: Decades Dance for Specialized Programs; Six Sundays starts April 28th. Staff will check Sign-up Genius to verify volunteers.
National Trails Day 5k (94) registered / 3k (14) registered so far. Emails were sent to town officials. Sarah will coordinate volunteers and send information to Suja. Town staff has created the design for shirts. No gift bags this year.
Unplugged: Luke spoke with Suja about face painters and balloon sculpture. Create a spreadsheet and assign people to locations. Install a-frames for designated space for games. Information to be sent to Suja by May 13th.

Technology Advisory Board

MEETINGS	
Most recent meeting held	04/22/2024
Number of members in attendance 8 out of 13	

The Wake Forest Technology Board convened this month to finalize the details for the upcoming STEM Saturday event scheduled for April 27th, from 10 am to 2 pm. No other business was discussed during the meeting.

Urban Forestry Board

MEETINGS	
Most recent meeting held	04/23/2024
Number of members in attendance 5 of 7	

The board discussed Forest Fest and upcoming events.

Board of Commissioners Agenda Item Report

Agenda Item No.: 2024-78-
Submitted by: Terry Savary
Submitting Department: Administration
Meeting Date: May 21, 2024

SUBJECT
Commissioner Reports

Recommendation:

Item Summary:

ATTACHMENTS

-

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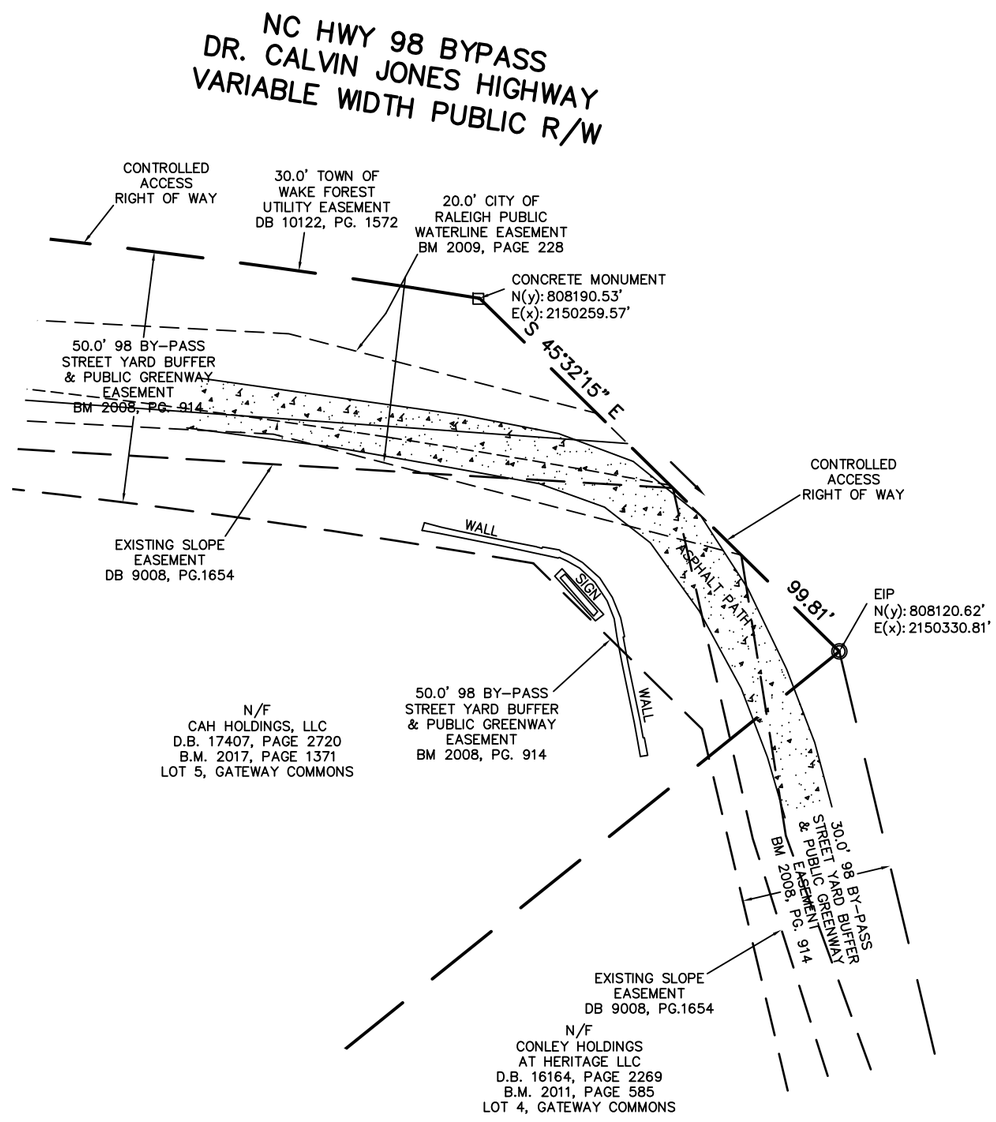
I DECLARE THAT THIS SURVEY COMPLIES WITH THE NORTH CAROLINA STANDARDS OF PRACTICE FOR SURVEYING, (SECTION 1600) FOR CLASS A SURVEYS AND THAT THE CALCULATED RATIO OF PRECISION BEFORE ADJUSTMENTS IS 1:10,000+. FURTHERMORE, PROPERTY CORNERS SHOWN ARE PRIMARY CONTROL MONUMENTATION FOR THE RE-ESTABLISHMENT OF PROPERTY CORNERS IN THE ABSENCE OF GRID MONUMENTS AND OTHER SUBDIVISION PROPERTY CORNERS. THIS SURVEY IS NOT TO BE RECORDED WITH-OUT THE WRITTEN AUTHORIZATION OF THE SURVEYOR.

DocuSigned by:
Michael A. Moss 1/31/2024
PROFESSIONAL LAND SURVEYOR L-3794

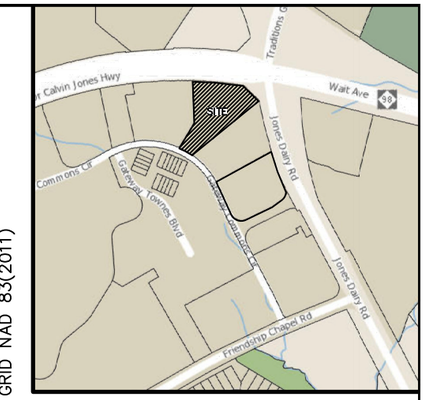
NORTH CAROLINA PROFESSIONAL SEAL L-3794 LAND SURVEYOR MICHAEL A. MOSS



LEGEND:

EIP – EXISTING IRON PIPE
EIB – EXISTING IRON BAR
BEIP – BENT IRON PIPE
BEIB – BENT IRON BAR
CM – CONCRETE MONUMENT
EPK – EXISTING PK NAIL
SPK – SET PK NAIL
NIP – NEW IRON PIPE SET
R/W – RIGHT OF WAY
CATV – CABLE TV BOX
EB – ELECTRIC BOX
TEL – TELEPHONE PEDESTAL
PP – POWER POLE
OHL – OVERHEAD LINE
LP – LIGHT POLE
WM – WATER METER
WV – WATER VALVE
CO – SEWER CLEAN-OUT
CC – CONCRETE
CB – CATCH BASIN
MH – MANHOLE
FH – FIRE HYDRANT

NC GRID NAD 83(2011)



VICINITY MAP

LINE TYPE LEGEND

PROPERTY LINE – LINE SURVEYED
RIGHT-OF-WAY
ADJOINING LINE – LINE NOT SURVEYED
OVERHEAD LINE
BUILDING SETBACK
EASEMENT
BUFFER
FLOOD HAZARD SOILS

SURVEY FOR

TOWN OF WAKE FOREST

OWNER: CAH HOLDINGS, LLC
REF: D.B. 17407, PAGE 2720
REF: B.M. 2017, PAGE 1371
TOWN OF WAKE FOREST
WAKE COUNTY, NORTH CAROLINA

30 15 0 30 60
SCALE 1"=30'

JANUARY 31, 2024
ZONED HB
PIN # 1850.01-08-1027

(GATEWAY COMMONS 939.DWG-MM)

CMP

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