Wake Forest Board of Commissioners Work Session
Meeting Agenda
March 07, 2023 at 6:00 PM

1. Presentations

1.1. Proclamation Recognizing Girl Scout Week (March 12-18, 2023)
ProclamationRecognizingGirlScoutWeekMarch12-18,2023_Mar202307.pdf

1.2. Proclamation Recognizing March 17, 2023 as "A Day of Wellness"
ProclamationRecognizingMarch17,2023asADayofWellnessMar202307.pdf

1.3. Presentation to update the Board of Commissioners of the Pavement Management Program

1.4. Presentation of LEGISLATIVE CASE RZ-21-11, Forestville Road; Consideration of a rezoning filed by Carolina Land Design, PLLC to rezone 7.7± acres located at 1109 and 1129 Forestville Road, being Wake County Tax PINs 1749672831 and 1749670589 from Wake County's Residential-30 (R-30) to Residential Mixed-Use Conditional District (RMX-CD).
BOC Agenda Summary RZ-21-11.pdf
RZ-21-11 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 - U.S. Army Corps of Engineers Notification of Jurisdictional Determination.pdf
Attachment F - NCDEQ Buffer Determination Letter.pdf
Attachment G - NCDEQ Dam Safety Notice of Deficiency Letters.pdf
Exhibit 1 - Proposed Conditional District Plan.pdf

1.5. An Ordinance Repealing Chapter 36 of the Code of Ordinances of the Town of Wake Forest
Ordinance2023-06RepealChapter36TaxiOrdinanceMar202307.pdf

1.6. Consideration of Amending the Code of Ordinances Chapter 30 - Traffic and Vehicles; Article VI. - Traffic Schedules Sec. 30-241. - Schedule I, parking prohibited at all

times.
Attachment_A_Summary_Amend_No_Parking_Ordinance_Brooks.docx
Attachment_B_Ordinance_Amend_No_Parking_Brooks.docx
Attachment_C_ North Brooks Map.pdf
N. Brooks Proposed Remove No Parking Signs.pptx

1.7. Consideration of Amending the Code of Ordinances Chapter 30 - Traffic and Vehicles; Article VI. - Traffic Schedules Sec. 30-241. - Schedule I, parking prohibited at all times.
Attachment_A_Summary_Amend_No_Parking_Ordinance.docx
Attachment_B_Ordinance_Amend_No_Parking_Richland Hills.docx
Attachment_C_ Richland Hills Map.pdf

1.8. Resolution to assume maintenance of certain NCDOT streets within the Town of Wake Forest, North Carolina
Attachment_A_Summary_2023.03_Assume_Maintenance_of_S._Franklin.docx
Attachment_B_ Resolution_ 2023.03_Assume Maintenance of S. Franklin.docx
Attachment_C_Map.pdf

2. Discussion of Monthly Financial Report

2.1. Monthly Financial Report
January 31, 2023 Financial Summaries.pdf

3. Review of Draft Agenda for Upcoming Regular Meeting

3.1. Review of Draft Agenda for Upcoming Regular Meeting
DraftBOCAgendaforMarch202321.pdf

4. Other Business

4.1. Discussion of update to Cost of Service Study and Electric Rates

4.2. Consideration of Approval of Residential Solid Waste Collection and Disposal for the Town of Wake Forest Service Contract
Summary_Solid Waste RFP_Final.pdf
Exhibit #1_Attachment A_Resolution Approval of Acceptance_2023 RFP Proposal for Residential Solid Waste Collection and Disposal for the Town of Wake Forest.pdf
Exhibit #2_Attachment B_Staff Report.pdf
Exhibit #3_Attachment C_Residential Solid Waste Collection and Disposal for the Town of Wake Forest Presentation for RFP Process and Pricing
Exhibit #4_Attachment D_Evaluation and Scoring Manual_RFP_SW.pdf
Exhibit #5_Attachment E_Evaluation Team Score Average.pdf

Exhibit #6_Attachment F_Republic Services of North Carolina, LLC Sample Contract and Staff Requested Contract Additions to be Added during the Official Contract Process

4.3. Consideration of Purchase and Sales Agreement Addendum - 343 S. White Street
AmendedResolution2021-142_343SouthWhiteStreetAuthorizingAcquisitionMar202307.pdf

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

5. Commissioner Reports

6. Adjournment

Board of Commissioners Work Session Agenda Item Report

Agenda Item No.: 2023-81-
Submitted by: Terry Savary
Submitting Department: Administration
Meeting Date: March 7, 2023

SUBJECT
Proclamation Recognizing Girl Scout Week (March 12-18, 2023)

Recommendation:

Item Summary:

ATTACHMENTS
- ProclamationRecognizingGirlScoutWeekMarch12-18,2023_Mar202307.pdf

TOWN *of*
WAKE FOREST

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

www.wakeforestnc.gov

PROCLAMATION

RECOGNIZING GIRL SCOUT WEEK MARCH 12 – 18, 2023

WHEREAS, March 12, marks the 111th anniversary of Girl Scouts of the USA, founded by Juliette Gordon Low in 1912 in Savannah, Georgia; and,

WHEREAS, throughout its distinguished history, Girl Scouting has inspired millions of girls and women with the highest ideals of courage, confidence, and character; and,

WHEREAS, through the Girl Scout Leadership Experience girls gain knowledge and develop skills that will serve them a lifetime so that they may contribute to their communities.

WHEREAS, Girl Scouting takes an active role in increasing girls' awareness of the opportunities available to them today in science, technology, engineering, math and the arts as well as other fields that can expand their horizons; and, in this moment of suffering in our nation, Girl Scouts commits to taking action to support all girls, their families, and their communities.

WHEREAS, Our community represents every race, ethnicity, income level, sexual orientation, ability, and religion; reflects a spectrum of gender identity; and connects across geographic locations. By focusing our attention on community members who are furthest from racial, economic, and social justice, Girl Scouts can be an instrument of change, promoting equitable outcomes for all. We wholly commit to taking action to grow as an anti-racist and anti-oppressive organization so that, through Girl Scouts, our members are affirmed as they strive to make our community and world better.

NOW, THEREFORE, I, Vivian Jones, Mayor of Wake Forest, by virtue of the authority vested in me as mayor, do hereby applaud the commitment Girl Scouting has made to support the life and leadership development of girls and proudly proclaim the week of March 12 - 18, 2023, as Girl Scout Week in celebration of this great organization.

This is the 7th day of March 2023.

ATTEST:

Theresa Savary
Town Clerk

Vivian A. Jones
Mayor

Board of Commissioners Work Session Agenda Item Report

Agenda Item No.: 2023-30-
Submitted by: Terry Savary
Submitting Department: Administration
Meeting Date: March 7, 2023

SUBJECT
Proclamation Recognizing March 17, 2023 as "A Day of Wellness"

Recommendation:

Item Summary:

ATTACHMENTS
- ProclamationRecognizingMarch17,2023asADayofWellnessMar202307.pdf

TOWN *of*
WAKE FOREST

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

www.wakeforestnc.gov

PROCLAMATION

RECOGNIZING MARCH 17, 2023, AS "A DAY OF WELLNESS"

WHEREAS, a Day of Wellness is an initiative to promote personal wellness, healthy choices, and the power of being yourself. The goal is to promote and celebrate wellness by joining members of the community to participate in various wellness activities. This day will build upon ongoing wellness efforts and focus more on personal health and well-being. By practicing wellness, self-care, and healthy choices, we can equip ourselves and others with proper coping skills and stress management techniques to deal with life's challenges substance-free; and

WHEREAS, Practicing wellness allows us to care for our wants and needs to create healthy, happy, fulfilling lives. Wellness encourages us to establish boundaries, create healthy habits, and embrace and love who we are. Overall maintaining our physical, mental, and social well-being helps us live the fantastic lives we deserve; and

WHEREAS, Practicing wellness can also be a community-wide effort that helps foster a sense of community, empowers our residents, and establishes a strong community support network. Community-wide efforts that encourage participation in wellness activities can help build stronger, healthier communities, as well as offer the tools and resources to encourage self-care and focus on well-being; and

WHEREAS, a Day of Wellness is all about practicing healthy ways of handling life's challenges with the goal of health and happiness in mind. All day and in all days to come, we encourage you to practice an element of wellness, connection with your best self, and to BE YOU and LIVE WELL.

NOW THEREFORE I, Vivian Jones, Mayor of Wake Forest, do hereby proclaim March 17, 2023, as

"a Day of Wellness"

in the Town of Wake Forest, NC, I encourage all employees and citizens to pursue and participate in activities and practices, including special events, online webinars, and in-person presentations dedicated to wellness and living well throughout this day.

This is the 7th day of March 2023.

ATTEST:

Theresa Savary
Town Clerk

Vivian A. Jones
Mayor

Board of Commissioners Work Session Agenda Item Report

Agenda Item No.: 2023-26-
Submitted by: Elisabeth Palermo
Submitting Department: Engineering
Meeting Date: March 7, 2023

SUBJECT
Presentation to update the Board of Commissioners of the Pavement Management Program

Recommendation:
The Engineering Department will introduce Mott MacDonald to present the results of the Pavement Management Program recently completed.

Item Summary:

ATTACHMENTS

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Board of Commissioners Work Session Agenda Item Report

Agenda Item No.: 2023-19-
Submitted by: Patrick Reidy
Submitting Department: Planning
Meeting Date: March 7, 2023

SUBJECT
Presentation of LEGISLATIVE CASE RZ-21-11, Forestville Road; Consideration of a rezoning filed by Carolina Land Design, PLLC to rezone 7.7± acres located at 1109 and 1129 Forestville Road, being Wake County Tax PINs 1749672831 and 1749670589 from Wake County's Residential-30 (R-30) to Residential Mixed-Use Conditional District (RMX-CD).

Recommendation:

Item Summary:

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- Attachment E - U.S. Army Corps of Engineers Notification of Jurisdictional Determination.pdf
- Attachment F - NCDEQ Buffer Determination Letter.pdf
- Attachment G - NCDEQ Dam Safety Notice of Deficiency Letters.pdf
- Exhibit 1 - Proposed Conditional District Plan.pdf

Agenda Item: Presentation of LEGISLATIVE CASE RZ-21-11, Forestville Road Townhomes; rezoning filed by Carolina Land Design, PLLC to rezone 7.7 ± acres located at 1109 and 1129 Forestville Road, being Wake County Tax PINs 1749672831 and 1749670589 from Wake County's Residential-30 (R-30) to Residential Mixed-Use Conditional District (RMX-CD).

Summary: A public comment session was held at the February 14, 2023 Planning Board meeting. The Planning Board voted 4-2 to find the request consistent with the 2009 Community Plan, but not in the best public interest, and recommended denial of the zoning map amendment (rezoning) request.

Following the Planning Board meeting, the applicant submitted revised conditions which include:

- Removed tan or gray color options for the fence being provided as part of the buffer as requested by the adjacent property owners.
- Added that the provided buffer fence will be placed in the middle of the buffer with landscaping on both sides of the fence as requested by the adjacent property owners.

Attachment B has been updated to reflect these changed conditions.

Attachments: See Staff Report

Staff Report
Case RZ-21-11: Forestville Road Townhomes Conditional District

Meeting Date	March 7, 2023
Requested Actions	Consideration of the following items related to the Conditional Zoning Map Amendment request for 1109 and 1129 Forestville Road: 1. Act on Plan Consistency Statement 2. Rezone 7.7 acres on the Town of Wake Forest Zoning Map from Wake County's Residential-30 (R-30) to Residential Mixed-Use Conditional District (RMX-CD).
Case Manager	Patrick Reidy, Senior Planner – Development Services
Planning Board Recommendation	Recommended denial by a vote of 4-2 of the zoning map amendment request. See Attachment D for the Planning Board Recommendation and Plan Consistency Analysis.

PUBLIC MEETINGS

Neighborhood Meeting	Public Comment Session	Public Hearing
December 15, 2022 *(See Attachment A)*	February 14, 2023	March 21, 2023

CASE INFORMATION

Applicant	Carolina Land Design, PLLC C/O William Huyler 3915 Beryl Road, Suite 130 Raleigh, NC 27607
Developer	Optimal Equity Group, LLC C/O Robert Shaar 924 Evening Snow Street Wake Forest, NC 27587
Property Owners	Optimal Equity Group, LLC C/O Robert Shaar 924 Evening Snow Street Wake Forest, NC 27587
Location	Frontage along Forestville Road, in between the intersections of Forestville Road/Rogers Branch Road and Forestville Road/Woodstaff Avenue

Addresses	1109 and 1129 Forestville Road
Wake County Tax PIN(s)	1749672831 and 1749670589
Acreage	7.7 acres
Zoning	Existing: Wake County's Residential-30 (R-30) Proposed: Residential Mixed-Use Conditional District (RMX-CD)
Land Use	Existing: Single Family Proposed: Dwelling – Townhome (63 lots)
Community Plan (2009)	Growth Strategies: General Urban Zone Neighborhood Planning Areas: 39
Corporate Limits	This application is currently in the Town's short range urban service area and is not in the Town's corporate limits or extraterritorial planning jurisdiction (ETJ). An annexation petition is filed for consideration.

See Attachment B for a copy of the application and Attachment C for Aerial, Zoning, and Community Plan Maps. See pages 35-123 and 269 for descriptions of Town Areas and General Urban Zone in the 2009 Community Plan.

SURROUNDING LAND USES AND ZONING

	Land Use	Zoning
North	General Commercial and Open Space (Bridgeport)	Neighborhood Business Conditional District (NB CD) and Residential Mixed-Use Conditional District (RMX CD)
South	Dwelling – Single Family and Open Space (Bridgeport)	General Residential 5 Conditional District (GR5 CD)
East	Dwelling – Single Family (Bridgeport)	Residential Mixed-Use Conditional District (RMX CD)
West	Secondary School (Heritage High School) and Forestville Road ROW	General Residential 3 (GR3)
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:	5% or 0.39 acres
	Proposed:	14% or 1.08 acres
	Summary:	The proposed Master Plan **complies** with the minimum open space percentage requirement in the UDO.
Park Space	Required:	2% or 0.15 acres
	Proposed:	2.5% or 0.19 acres
	Summary:	The proposed Master Plan **complies** with the minimum park space percentage requirement in the UDO.
Active Recreation	Required:	25% of park space or 0.05 acres
	Proposed:	68.4% of park space or 0.13 acres
	Summary:	The proposed active recreation use is proposed as a playground as outlined in Attachment B, Condition #13. The proposed Master Plan **complies** with the minimum park space percentage requirement 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 Forestville Road and an 8" waterline located along Remnick Avenue. It is also served by an 8" sewer line located through the Bridgeport open space south of the project that will be extended through the project.
	Summary:	The proposed Master Plan **complies** with the public utility requirements in the UDO.
Parking	Required:	Per UDO Chapter 9.4, the parking requirement for Dwelling - Townhome is 1.8 spaces per unit or 110 parking spaces. The bike parking requirement for Dwelling – Townhome is 2 per 40 auto spaces or 7 bike spaces.
	Proposed:	The applicant is proposing to provide 128 parking spaces through off-street parking spaces. The developer will provide at least 7 bike parking spaces, in addition to park space bike parking requirements. The final locations will be determined at the time of Construction Plan review.
	Summary:	The proposed Master Plan **complies** with the minimum parking requirements in the UDO.

Roads	Required:	The Comprehensive Transportation Plan requires a 4A road cross-section for Forestville Road. Based on the number of lots proposed (fewer than 100), the UDO did not require a Transportation Impact Analysis (TIA).
	Proposed:	The proposed Master Plan (Exhibit 1, Sheet 1) complies with the 4A cross section for Forestville Road, which requires right-of-way dedication and installation of a 12' travel lane and curb and gutter. The CTP requires a multiuse path on the east side of Forestville Road. See Map 4-5, Future Pedestrian Network. The UDO requires that stubbed streets be extended through the development, which is being provided with the extension of Remnick Avenue. The proposed number of dwelling units does not meet the required threshold to require a Transportation Impact Analysis (TIA) per Section 6.11.1 of the UDO.
	Summary:	The proposed Master Plan **complies** with the minimum roadway infrastructure requirements in the UDO.
Unique Site Constraints	Summary:	On September 9, 2021, NCDEQ issued a Buffer Determination Letter (Attachment F) stating that both ponds on site and the stream leading from the larger bond to Sanford Creek are not subject to Neuse River Buffers. On March 3, 2022, the U.S. Army Corp of Engineers issued a Notification of Jurisdictional Determination (Attachment E) stating that there are no waters present on the subject site which are subject to the permit requirements of Section 404 of the Clean Water Act. Approximately 3.2 acres of the site is covered by an existing pond. The dam of the pond (WAKE-265) is listed on the North Carolina Department of Environmental Quality's (NCDEQ) Dam Inventory and was last inspected on February 15, 2022. The dam was given a rating of poor condition and is listed as having a high dam hazard potential and the pond has a history of overtopping, an inadequate spillway, and other issues that may affect the integrity of the dam. Three Notice of Deficiency letters have been sent by NCDEQ's Division of Energy, Mineral, and Land Resources over the last five years. According to the Regional Engineer for the Raleigh Division of Energy, Minerals, and Land Resources, Bill Denton, this dam is one of the most concerning dams out of the 16-counties covered by the Raleigh Region that he supervises (Attachment G). The property is currently in Wake County's jurisdiction and the Town of Wake Forest has no jurisdictional authority over the property. It should also be noted that the smaller pond north of the larger pond is also a concern if the larger pond is removed. NCDEQ has

	stated they are in favor of the filling a portion of the pond as proposed on the Master Plan to help reinforce that pond's dam.

PROPOSED MODIFICATIONS OF BASE RESIDENTIAL MIXED-USE ZONING DISTRICT STANDARDS

Article 2.2.3.D Principal Building	
Required:	Front Setback – 18' max Street Side/Secondary Front Setback – 5' min Side Setback – 0' min Rear Setback – 5' min
Proposed:	Front Setback – 10' max Street Side/Secondary Front Setback – 5' min-10' max Side Setback – 0' min Building Separation for Interior End Units – 10' min Rear Setback – 5' min-20' max
Article 8.5.2.B Street Yard Buffers	
Required:	20' Type B Buffer – Option 1 along Forestville Road
Proposed:	16' Type B Buffer – Option 1 along Forestville Road

See Attachment B for proposed zoning conditions.

COMPREHENSIVE PLAN CONSISTENCY

Community Plan (2009)	The proposed zoning map amendment request is generally consistent with the 2009 Community Plan.
Comprehensive Transportation Plan (2019)	The proposed zoning map amendment request is generally consistent with the Comprehensive Transportation Plan.
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 Resources 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. 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 **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 Information
Attachment B: Application
Attachment C: Maps
Attachment D: Planning Board Recommendation and Plan Consistency Analysis
Attachment E: U.S. Army Corps of Engineers Notification of Jurisdictional Determination
Attachment F: NCDEQ Buffer Determination Letter
Attachment G: NCDEQ Dam Safety Notice of Deficiency Letters

EXHIBITS

Exhibit 1: Proposed Conditional District Plan

CAROLINA LAND DESIGN
CIVIL ENGINEERING ° PLANNING & CONSULTING

300 S . Main Street,Suite 212
Holly Springs, NC 27540

December 5th 2021
Dear Wake Forest Property Owner:
The purpose of this letter is to notify you of an application filed with the Town of Wake Forest for a land use change or development proposal involving property adjacent to, or in close proximity to, property shown in your ownership by Johnston County tax records. Per Town of Wake Forest regulations, a Neighborhood Meeting will be held to provide information to area residents about the proposal. A representative of the applicant will be present to explain their application, answer questions, and solicit comments.

Meeting Date: _____December 15, 2021_____Meeting Time:____6:00 PM_____

Meeting Location: _____Optimal Sante, 1021 Forestville Road, Wake Forest_____

Type of Application: Master Plan for zoning change for residential mixed use_____

Project/proposal property address: _____1109-1129 Forestville Road_____

Description of project/proposal: 61-unit townhome subdivision with pubic roads connecting Remnick Avenue to Forestville Road._____

Upcoming public meetings for this application (Planning Board and/or Town Council):_To Be Determined_____

At a minimum, the following will be available for your inspection at the Neighborhood Meeting:
1. A copy of the project application.
2. A schedule of all upcoming public meetings for the application.
3. A map at a scale that is appropriate to the project and shows neighboring properties and roads.
4. A map, drawing, or other depiction of the proposed land use change or development proposal.

A map is enclosed with this letter showing the location of the property that is subject to this application for land use change and/or development proposal.
If you have any questions prior to or after this meeting, you may contact us at ***760 791-2204.***
You may also contact the Planning Department at 919-435-9510.

Sincerely,

William Huyler *William Huyler*
CLD
Cc: Town of Clayton Planning Department

Wake Forest Forestville Road – 1109-1129 Forestville Road
Neighborhood Meeting Minutes 12/15/2021

1. Concerns regarding the buffer width at the back of the property, they are requesting we do not do rear entry along the homes sites at the back of the property the entire street, the buffer will be much bertter and cars wont be putting headlights in their living space

   Speaking with Patrick Reidy, the city will not budge on this issue. -Will Huyler

2. Request to add a fence, I discussed making sure the tree lines were high enough they seems happy with that.

   Now that the homeowners know there will be a green screen protecting, they are okay with this. -Will Huyer

3. Concern the trees won't hide the new homes, especially for current owners on the east, we will plant enough trees to ensure the buffer is good to go.

4. Request to conduct a traffic study, I mentioned I did not think it would be a requirement with the unit count being as low as it is.

4. Request to keep the existing trees, we plan on doing just that.

   We plan on keeping some trees per the landscape plan. -Will Huyler

5. There are current traffic jams due to drivers cutting through the neighborhood, concern traffic will be worse, I mentioned a speed bump would help.\

   Patrick Reidy said the city does not allow speed bumps. -Will Huyler

6. Request to add a speed bump or a traffic circle

   Patrick Reidy said the city does not allow speed bumps. -Will Huyler

7. Request to move the second exit road to prevent more cars on the inner road.
   The city will not allow the removal of the 2nd exit road. -Will Huyler
8. Request to add a playground and dog park so new owners won't use current owner's amenities
   This can be proposed and implemented during final constructed documents or as a condition of approval. -Will Huyler

10. Will the road be public or private? Public.
11. Request to receive the final plan. We can give them the final plans. I believe they would be made available. -Will Huyler
12. What will be the work time during the day? How much noise will it create and how will the works/trucks come in and out? I mentioned expectations 8 to 5 or 6 Monday to Friday

13. Who will check for contamination, we already did a phase one report and no issues, they asked about when we take out any existing underground septic etc, I also mentioned we are very regulated and won't be able to build without inspection after the fact

14. How will the pond be filled and using what, we discussed compact clean soil.

15. Who will be the builder? Not known as of yet.

16. If you don't develop, who will? What will you guarantee (the 5 points) and how will you enforce it?

17. In what direction will the water flow? Southern just as the existing condition. -Will Huyler

18. Request to change to front entrance they homeowners are asking we not stub up in their neighborhood, I mentioned I would ask if we could have 2 entries onto rogers rd but did not think we had enough space.

The city wants the waterline connection into their public road. Only 1 entrance from Forestville Road is presumably allowed. -Will Huyler

WAKE COUNTY BOARD OF EDUCATION
RE SERVICES DIRECTOR
1551 ROCK QUARRY RD
RALEIGH NC 27610-4145

STROUD - WAKE FOREST LP
160 MINE LAKE CT STE 200
RALEIGH NC 27615-6417

BEAZER HOMES LLC
801 CORPORATE CENTER DR STE 330
RALEIGH NC 27607-5486

WILLIAMS, JHAIR WILLIAMS, SHAKEIA
109 WOODSTAFF AVE
WAKE FOREST NC 27587-9801

BURKE, DONNELL JAMAL BURKE, SHARON CRAIG
117 WOODSTAFF AVE
WAKE FOREST NC 27587-9801

SHERIAN, CURTIS LEE SHERIAN, BESSIE
121 WOODSTAFF AVE
WAKE FOREST NC 27587-9801

GURLEY, DAVID GURLEY, MELISSA
125 WOODSTAFF AVE
WAKE FOREST NC 27587-9801

GLENN, KIMBERLY M GLENN, JAMES MICHAEL
129 WOODSTAFF AVE
WAKE FOREST NC 27587-9801

AMO, ALEXANDER AMO, LADY VANNESA
133 WOODSTAFF AVE
WAKE FOREST NC 27587-9801

SHELLOW, CLEMENTINE
137 WOODSTAFF AVE
WAKE FOREST NC 27587-9801

WASEM, VICTORIA AMY
6656 PENFIELD ST
WAKE FOREST NC 27587-3468

IYADURAI, SAM FERNIX DAVID JOSEPH, MAGDALINE GEETHA
6652 PENFIELD ST
WAKE FOREST NC 27587-3468

NASERI, MOHAMMAD BASIR NASERI, MUHAJIRAH
6648 PENFIELD ST
WAKE FOREST NC 27587-3468

CLAVIJO, LEONOR CABALLERO, VICTOR HUGO SANDOVAL
6644 PENFIELD ST
WAKE FOREST NC 27587-3468

KANG, DONGCHEUL PARK, YOUNGMI
6640 PENFIELD ST
WAKE FOREST NC 27587-3468

GROVES, HEATHER L GROVES, JEREMY C
6636 PENFIELD ST
WAKE FOREST NC 27587-3468

BRICENO, OSCAR J ROZO PERDOMO, FRANCYS SAAVEDRA
6632 PENFIELD ST
WAKE FOREST NC 27587-3468

ANDERSON, DOREEN
6628 PENFIELD ST
WAKE FOREST NC 27587-3468

STROUD - WAKE FOREST LP
160 MINE LAKE CT STE 200
RALEIGH NC 27615-6417

CHAVEZ, DARWIN CHAVEZ, ALMA ANGELA
120 WOODSTAFF AVE
WAKE FOREST NC 27587-9801

ARNOLD, LAUREN ANAIS PACE, ELTON CORDELL
124 WOODSTAFF AVE
WAKE FOREST NC 27587-9801

JOYNER, TARSHA Y JOYNER, KOBIE K
128 WOODSTAFF AVE
WAKE FOREST NC 27587-9801

ALIMILLI, LAKSHMI SRICHARAN KURITI, SOWMYA NAIDU
136 WOODSTAFF AVE
WAKE FOREST NC 27587-9801

BUSH, ROBERT A BUSH, GABRIELLA
140 WOODSTAFF AVE
WAKE FOREST NC 27587-9801

SANCHEZ, CAROL YORK SANCHEZ, MICHAEL
200 WOODSTAFF AVE
WAKE FOREST NC 27587-9802

VELEZ, FLOR A ROSANO, RAUL AARON
208 WOODSTAFF AVE
WAKE FOREST NC 27587-9802

SHOPE, ANNA L JAVOR, KEVIN P
212 WOODSTAFF AVE
WAKE FOREST NC 27587-9802

JARAMILLO, MARIA DEL PILAR TORRES, JOSE ARTURO ARAMBULA
216 WOODSTAFF AVE
WAKE FOREST NC 27587-9802

MEMON, GHAYASUDDIN MEMON, SANA
220 WOODSTAFF AVE
WAKE FOREST NC 27587-980

DELAINE, CINDY DELAINE, LENNICE
205 WOODSTAFF AVE
WAKE FOREST NC 27587-9802

PALAZZO, JEFFREY PALAZZO, JENNIFER L
209 WOODSTAFF AVE
WAKE FOREST NC 27587-9802

LA, DUYTHONG NGUYEN, NGOC HIEN THI
213 WOODSTAFF AVE
WAKE FOREST NC 27587-9802

DAVIS, TONY DAVIS, MELISSA
217 WOODSTAFF AVE
WAKE FOREST NC 27587-9802

GREEN, MICHAEL LAWSON GREEN, CANADAY HUBBARD
221 WOODSTAFF AVE
WAKE FOREST NC 27587-9802

ELMS, SHERRI M ELMS, JEFFREY W
6633 PENFIELD ST
WAKE FOREST NC 27587-3468

BOURQUE, MICHAEL JAMES BOURQUE, KRYSTAL
6637 PENFIELD ST
WAKE FOREST NC 27587-3468

BASSIGNANA, RAYMOND J BASSIGNANA, MISTY
6641 PENFIELD ST
WAKE FOREST NC 27587-3468

HAWKES, DEIRDRA C HAWKES, AUDWIN M
6645 PENFIELD ST
WAKE FOREST NC 27587-3468

ROCHINO, RANDOLPH N ROCHINO, ASHLEY
6649 PENFIELD ST
WAKE FOREST NC 27587-3468

BAGNULO, ELSA Q BAGNULO, JOSEPH P
6653 PENFIELD ST
WAKE FOREST NC 27587-3468

WYATT, LEONARD BURNETT WYATT, PATRICIA ANN
6624 VESTAL ST
WAKE FOREST NC 27587-9804

NOONAN, JOSHUA WESTLAKE ALMEKINDERS, ANNA E
6628 VESTAL ST
WAKE FOREST NC 27587-9804

KINANE, PATRICK JOSEPH KINANE, JILL NORTH
6632 VESTAL ST
WAKE FOREST NC 27587-9804

ZHENG, LI CHAO ZHENG, SHI FANG
6636 VESTAL ST
WAKE FOREST NC 27587-9804

LEE, VINCENT CHAU, ERICA Y
6640 VESTAL ST
WAKE FOREST NC 27587-9804

SHARMA, JATIN KUMAR, LEVINA
6625 VESTAL ST
WAKE FOREST NC 27587-9804

SHARMA, JATIN KUMAR, LEVINA
6625 VESTAL ST
WAKE FOREST NC 27587-9804

JACOBSEN, JUSTIN JACOBSEN, LOUISE
6600 PENFIELD ST
WAKE FOREST NC 27587-3468

BOLLA, MANINDER
209 FORBES RD
WAKE FOREST NC 27587-9295

KIM, IGOR KIM, GALINA
6608 PENFIELD ST
WAKE FOREST NC 27587-3468

CHOI, JAE Y CHOI, MI J
6612 PENFIELD ST
WAKE FOREST NC 27587-3468

KRISHNAMANENI, RAGHAVENDRA RAO CHINTAPATLA, DIVYA
6620 PENFIELD ST
WAKE FOREST NC 27587-3468

HOLMES, JOSEPH KING JR HOLMES, EBONIE
6616 PENFIELD ST
WAKE FOREST NC 27587-3468

JOHNSON, MATHEW JOHNSON, NICOLE TURNER
6601 PENFIELD ST
WAKE FOREST NC 27587-3468

HAAS, ANNIE M HAAS, FREDERICK P
6609 PENFIELD ST
WAKE FOREST NC 27587-3468

POTHURI, PRABHU KUMAR POTHURI, DIVYA JYOTHI
6613 PENFIELD ST
WAKE FOREST NC 27587-3468

EITZEN, RACHEL WELLS ARMSTRONG, RICHARD JAMES
6617 PENFIELD ST
WAKE FOREST NC 27587-3468

TYREE, MESHA
6621 PENFIELD ST
WAKE FOREST NC 27587-3468

CHAE, SUNG HYUN KIM, EUNICE
6625 PENFIELD ST
WAKE FOREST NC 27587-3468

BUTLER, ANTOINE DUANE BUTLER, DIONNE
6629 PENFIELD ST
WAKE FOREST NC 27587-3468

HAIDET, MELISSA
6600 VESTAL ST
WAKE FOREST NC 27587-9804

CHEN, CHAO HUI LIEW, CHIN POOH
6604 VESTAL ST
WAKE FOREST NC 27587-9804

AGUILAR, DAVID J MULERO, ANGELA A
6608 VESTAL ST
WAKE FOREST NC 27587-9804

TERRY, MARY CHAUVIN
6612 VESTAL ST
WAKE FOREST NC 27587-9804

LEWELLEN, WILLY TALI, VESA
6616 VESTAL ST
WAKE FOREST NC 27587-9804

PRICE, CHRISTINA PRICE, BRIAN
6620 VESTAL ST
WAKE FOREST NC 27587-9804

RUIZ, LEANNE RUIZ, ALBERTO
224 SIMWOOD AVE
WAKE FOREST NC 27587-3474

MERINO, AMAURY PUPO GOMEZ, AUDRY FERNANDEZ
217 SIMWOOD AVE
WAKE FOREST NC 27587-3474

CEESAY, PA SAMBA CEESAY, MAGET N
213 SIMWOOD AVE
WAKE FOREST NC 27587-3474

WOODWARD, BRANDON WILLIAM LEEPER, REBECCA LAUREN
209 SIMWOOD AVE
WAKE FOREST NC 27587-3474

SEIKALI, ELIAS QUISPE, YOISA PENALOZA
205 SIMWOOD AVE
WAKE FOREST NC 27587-3474

SASSOM LLC
10121 CAPITAL BLVD STE 105
WAKE FOREST NC 27587-7745

FANOUS, FADY MORCOS, JACKLEEN
6537 PENFIELD ST
WAKE FOREST NC 27587-3476

COLLINS, JENNIFER LYNN COLLINS, DAVID SHAWN
6533 PENFIELD ST
WAKE FOREST NC 27587-3476

YELTI, NIKHIL REDDY ALLURI, RICHA REDDY
6525 PENFIELD ST
WAKE FOREST NC 27587-3476

WILLIAMS, DANIEL TALI-WILLIAMS, DIELLA
6521 PENFIELD ST
WAKE FOREST NC 27587-3476

BURRIS, STACEY D
6517 PENFIELD ST
WAKE FOREST NC 27587-3476

ERRICO, SUZANNE ROSE
6513 PENFIELD ST
WAKE FOREST NC 27587-3476

LEE, ROBERT S LEE, CHRISTY H
6536 PENFIELD ST
WAKE FOREST NC 27587-3476

CHILKEPALLI, ANKITH BRYAN, ALLISON NICOLE
6532 PENFIELD ST
WAKE FOREST NC 27587-3476

NI, ZHOU XIN YAN, LING
6528 PENFIELD ST
WAKE FOREST NC 27587-3476

JOHNSON, LA KESHA W. JOHNSON, DAVID E
6524 PENFIELD ST
WAKE FOREST NC 27587-3476

CHEUNG, KWAN HO TAKO WU, ELSA
6520 PENFIELD ST
WAKE FOREST NC 27587-3476

CARVAJAL, CARLOS CARVAJAL, EMILY
6516 PENFIELD ST
WAKE FOREST NC 27587-3476

OROZCO, CARLOS ALBERTO REBOL LOPEZ, SAVY ZACIL SANCH
6512 PENFIELD ST
WAKE FOREST NC 27587-3476

EL, BADAOUI SOUAD BADAOUI, MADEH
6508 PENFIELD ST
WAKE FOREST NC 27587-3476

DUONG, ANNA NGUYEN, OANH THI
6504 PENFIELD ST
WAKE FOREST NC 27587-3476

ADJACENT PROPERTY OWNERS LIST

Project Name: Forestville Road Townhomes

The following are all the persons, firms, or corporations owning property within 500 feet and immediately adjacent to the property (including across street rights of way) subject to this request. Where the subject property immediately adjoins a public or private right-of-way, landscape or riparian buffer, commonly-owned private area, public property, or homeowners' association property, then letters of notification shall be sent to adjoining property owners as if they directly abut the subject property. Please use a separate sheet if necessary

PARCEL NUMBER	NAME	ADDRESS
	Victoria Wasem	6656 Penfield St
	Heather Groves	6636 Penfield St
	Diren Anderson	6628 Penfield Street
	Joseph Bagnolo	6653 Penfield St
	Dave + Elaine Sheppard	341 Simwood
	Igor Kim	6608 Penfield St
	KENNETH CHRISTIE	1111 GOLDEN POPPY CT
	ELLEN CHRISTIE	1111 GOLDEN POPPY CT
	JATIN SHARMA	6625 VESTAL STREET
	Victor & LEONOR SOHOONI	6644 PENFIELD ST
	Raghu Krishnamoorti	6620 Penfield St
	Sam Fernix Iyadurai	6652 Penfield St
	Cheralyn Baker	309 Simwood Ave
	Joseph Holmes	6616 Penfield

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 #640097

Project Title: Forestville Road Townhomes Conditional District Rezoning

Jurisdiction: Town of Wake Forest (Wake County)

Application Type: Conditional District Rezoning

State: NC

Workflow: Conditional District Rezoning

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

This type of project requires a pre-application conference be completed prior to official submittal. 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: 10/06/2021

Staff Member Met With: Patrick Reidy

Project ID: RZ-21-11

Project Information

Development/Subdivision (optional - for reference only):
Forestville Road Townhomes

Project Address or PIN:

- 1109 FORESTVILLE RD (1749672831)
- 1129 FORESTVILLE RD (1749670589)

Tax PIN:

- 1749672831
- 1749670589

Zoning: Zoning

- 1109 FORESTVILLE RD: RMX CD
- 1129 FORESTVILLE RD: RMX CD

Current Zoning Overlay: NA, Not Applicable to this Project

Town Limits: In ETJ

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

Land Use: Land Use Development

- 1109 FORESTVILLE RD: Residential
- 1129 FORESTVILLE RD: Residential

Acreage: 8.197

GIS Acreage: GIS Acreage

- 1109 FORESTVILLE RD: 2.99
- 1129 FORESTVILLE RD: 4.71

Zoning Information

Currently a Conditional District?: No

Currently a Conditional Use?: No

Is there an existing Special Use Permit for the Property?: No

Related Town of Wake Forest Case Numbers: RZ-21-11

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
William Huyler
Carolina Land Design, PLLC
3915 Beryl Road, Suite 130
Raleigh , NC 27607
P: 760 790-2204
will@carolinalanddesign.com

Project Contact - Property Owner
Robert Shaar
Optimal Equity Group, LLC
924 Evening Snow St.
Wake Forest, NC 27587
P: 610 295 3699
shaar@myoptimalequity.com

Project Contact - Developer
Robert Shaar
Optimal Equity Group, LLC
924 Evening Snow St.
Wake Forest, NC 27587
P: 610 295 3699
shaar@myoptimalequity.com

Project Contact - Engineer
William Huyler
Carolina Land Design, PLLC
3915 Beryl Road, Suite 130
Raleigh , NC 27607
P: 760 790-2204
will@carolinalanddesign.com

Project Contact - Other
William Huyler
Carolina Land Design, PLLC
3915 Beryl Road, Suite 130
Raleigh , NC 27607
P: 760 790-2204
will@carolinalanddesign.com

Traffic Impact Analysis

As per Section 6.11.1 of the UDO is the project required to provide a Traffic Impact Analysis (TIA)?: No

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

Project Number:

The applicant is required to upload the TIA document, including appendix, approved MOU and any synchro files.

TIA review fees will be added to this permit.

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: RMX-CD, Residential Mixed-Use

Proposed Land Use:
The proposed use will consist of a townhome community that has 61 lots with homes mostly on the exterior of the property. The interior will have a square area for common activities and openspace. There are proposed public roads going through the property.

Proposed Number of Lots: 63

Number of Single-Family Lots: 0

Number of Multi-Family Units: 0

Square Footage of All Buildings (non-residential): 0

Number of Buildings: 63

Number of Townhome Lots: 63

Number of Stories: 2

Plan Information - Conditional Rezoning

Description of Request:
The property is currently in wake county as R-30 and needs to be rezoned as RMX in order to to subdivide the lots and build townhomes.

Initial Proposed Conditions Offered by Applicant:
1. Units 1-15 shall be permitted to front on common open space.
2. All elevations of the units facing public rights-of-way shall have trim around the windows.
3. Exterior walls on the front of the Townhouse unit facing public rights-of-way, shall contain
at least three of the following elements, and exterior side walls that can be seen from the public right-of-way shall contain at least two of the following elements:
Bay Window
Decorative
Window
Decorative Trim
Recessed Window
Decorative Shake
Porch or Stoop
4. Eaves, front, and rear shall project at least 12 inches from the wall of the structure. Side
eaves shall be a minimum of 4-inches. Eaves will be allowed to encroach setbacks as allowed inthe UDO.
5. A varied color palette shall be utilized on buildings throughout the development. Each
building to include a minimum of three-color families for siding and shall include varied trim,
shutter, and accent colors complimenting the siding color.
6. Poured concrete foundations, monolithic slabs, concrete block foundations, or smooth-faced concrete masonry unit foundations shall be covered by decks, stoops, or be clad in face brick, stone, or some other masonry material imitating these materials facing/parallel to the public right-of-way.
7. Roof lines to match architectural building style. Townhouse rooflines cannot be a single

mass; it must be broken up horizontally and/or vertically. The maximum number of continuous units within a building without a break is two. The main roofline will provide a minimum 6:12 pitch and a maximum of 12:12.
8. Front stoops, if provided, shall be a minimum of 4' in depth.

9. Site Master Plan (SD-21-15) is a condition of the rezoning request. Amendments of 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 adopted master plan.
10. The front of all Units shall provide a minimum of 15% glazing.
11. Raised foundation of 18" for privacy from the sidewalk into the homes.
12. Each town-home group shall implement a varied front elevation styles that provide
different horizontal and vertical features so that no more that two town-homes are identical.
No two town-homes shall be the same that are adjacent to each other.
13. Active open space will be satisfied with a playground from 8AM to 8PM.
14. A type A, option 3 buffer shall be provided along the eastern and southern property lines. A type B, option 2 buffer shall be provided along the northern property line. These buffers shall be installed prior to the final plat being recorded.
15. The townhouse lot widths range are 22'-26' Lengths will be 85'.
The following dimensional requirements shall apply:
Front setback: 10' max
Street sideyard: 5' min - 10' max
Sideyard: 0'
Building Separation for Interior End Units: 10'
Rear setback at garage: 5' min - 20' max
16. A type A, option 3 buffer shall be provided along the eastern and southern property lines. A type B, option 2 buffer shall be provided along the northern property line. These buffers shall be installed prior to the final plat being recorded.
17. The existing pond shall be siphoned to the greatest extent in order to reduce the amount of time needed for pumping. After siphoning, pumps may be used.
18. The proposed wood fence in the landscape buffer shall be a wood composite to prevent
future maintenance issues.

1. Construction hours of operation shall be limited from 8am to 6pm Monday through Friday.

Justification of Consistency with Comprehensive Plan:
The site is surrounded by the town of Wake Forest jurisdiction. The sites surrounding the lots are an RMX subdivision to the south and east, and commercial buildings to the north. Townhome development would be consistent with the surrounding area.

300 S. Main Street, Suite 212 ● Holly Springs, NC 27540
Phone (760) 791-2204 ● will@carolinalanddesign.com
Carolina Land Design Firm No. P-2390

February 22, 2023

Forestville Road Townhomes Rezoning Conditions

1. Units 1-15 shall be permitted to front on common open space.

2. All elevations of the units visible to public rights-of-way shall have trim around the windows.

3. Front elevations of townhouse units visible from public rights-of-way, shall contain at least three of the following:

Bay Window	Recessed Window
Decorative Window	Decorative Shake
Porch or Stoop	

4. Eaves, front, and rear shall project at least 12 inches from the wall of the structure. Side eaves shall be a minimum of 4-inches. Eaves will be allowed to encroach setbacks as allowed in the UDO.

5. A varied color palette shall be utilized on buildings throughout the development. Each building to include a minimum of three-color families for siding and shall include varied trim, shutter, and accent colors complimenting the siding color.

6. Poured concrete foundations, monolithic slabs, concrete block foundations, or smooth- faced concrete masonry unit foundations shall be covered by decks, stoops, or be clad in face brick, stone, or some other masonry material imitating these materials visible from the public right-of-way.

7. Roof lines to match architectural building style. Townhouse rooflines cannot be a single mass; it must be broken up horizontally and vertically. The maximum number of continuous units within a building without a break is two. The main roofline will provide a minimum 6:12 pitch and a maximum of 12:12.

8. Front stoops or porches, if provided, shall be a minimum of 4' in depth.

300 S. Main Street, Suite 212 ● Holly Springs, NC 27540
Phone (760) 791-2204 ● will@carolinalanddesign.com
Carolina Land Design Firm No. P-2390

9. Site Master Plan (SD-21-15) is a condition of the rezoning request. Amendments of 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 adopted master plan.

10. The front of all Units shall provide a minimum of 15% glazing.
The rear of lots 1-15 shall also provide a minimum of 15% glazing.

11. Raised foundation of 18" for privacy from the sidewalk into the homes.

12. Each townhome group shall implement varied front elevation styles that provide different horizontal and vertical features so that no more than two townhomes are identical. No two townhomes shall be the same that are adjacent to each other. Examples include different porch styles, varied dormers, varied window placement, etc.

13. Active open space will be satisfied with a playground.

14. A type A, option 3 buffer shall be provided along the eastern and southern property lines. A type B, option 2 buffer shall be provided along the northern property line. These buffers shall be installed prior to the final plat being recorded.

15. The following dimensional requirements shall apply:

    Front setback: 10' max
    Street sideyard: 5' min- 10' max
    Sideyard: 0'
    Building Separation for Interior End Units: 10'
    Rear setback 5' min – 20’ max

16. The existing pond shall be siphoned to the greatest extent in order to reduce the amount of time needed for pumping. After siphoning, pumps may be used.

17. All fences within landscape buffer shall be wood composite or similar material and be brown or black color. Fences shall be placed in the middle of the buffer with landscaping places on both sides of the fence.

18. The streetyard buffer along Forestville Road shall be 16’ in width. Sidewalks and/or stairs leading from the front doors of lots 1-15 to the multi-use path may encroach within the streetyard buffer.

300 S. Main Street, Suite 212 ● Holly Springs, NC 27540
Phone (760) 791-2204 ● will@carolinalanddesign.com
Carolina Land Design Firm No. P-2390

Sincerely,
CAROLINA LAND DESIGN, PLLC.
William Huyler,

William Huyler
Agent Signature

William L Huyler II
Printed Name

Principal Engineer
Title

February 22th 2023
Date

TOWN OF WAKE FOREST

AGENT AUTHORIZATION FORM:

Application #: RZ-21-11 Submittal Date: 02/08/2023

Optimal Equity, LLC 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: 1109 and 1129 Forestville rd

The agent for this project is: Will Huyler

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

Name: Will Huyler

Address: 300 S. Main Street, Suite 212 Holly Springs, NC 27540

Telephone Number: 760) 791 - 2204 Fax:

Email Address: will@carolinalanddesign.com

Signature(s) of Owner(s):

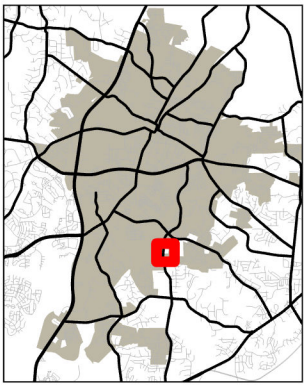
Print or type name(s):

Robert Shaar

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



TOWN of WAKE FOREST

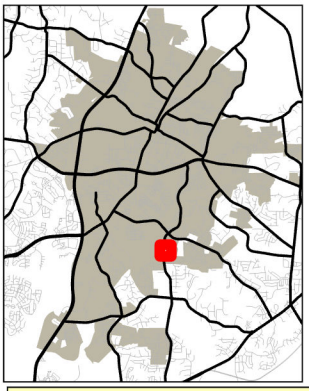
RZ-21-11
Forestville Road Townhomes
Pin#s 1749672831 & 1749670589

1/26/2023

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 Feet

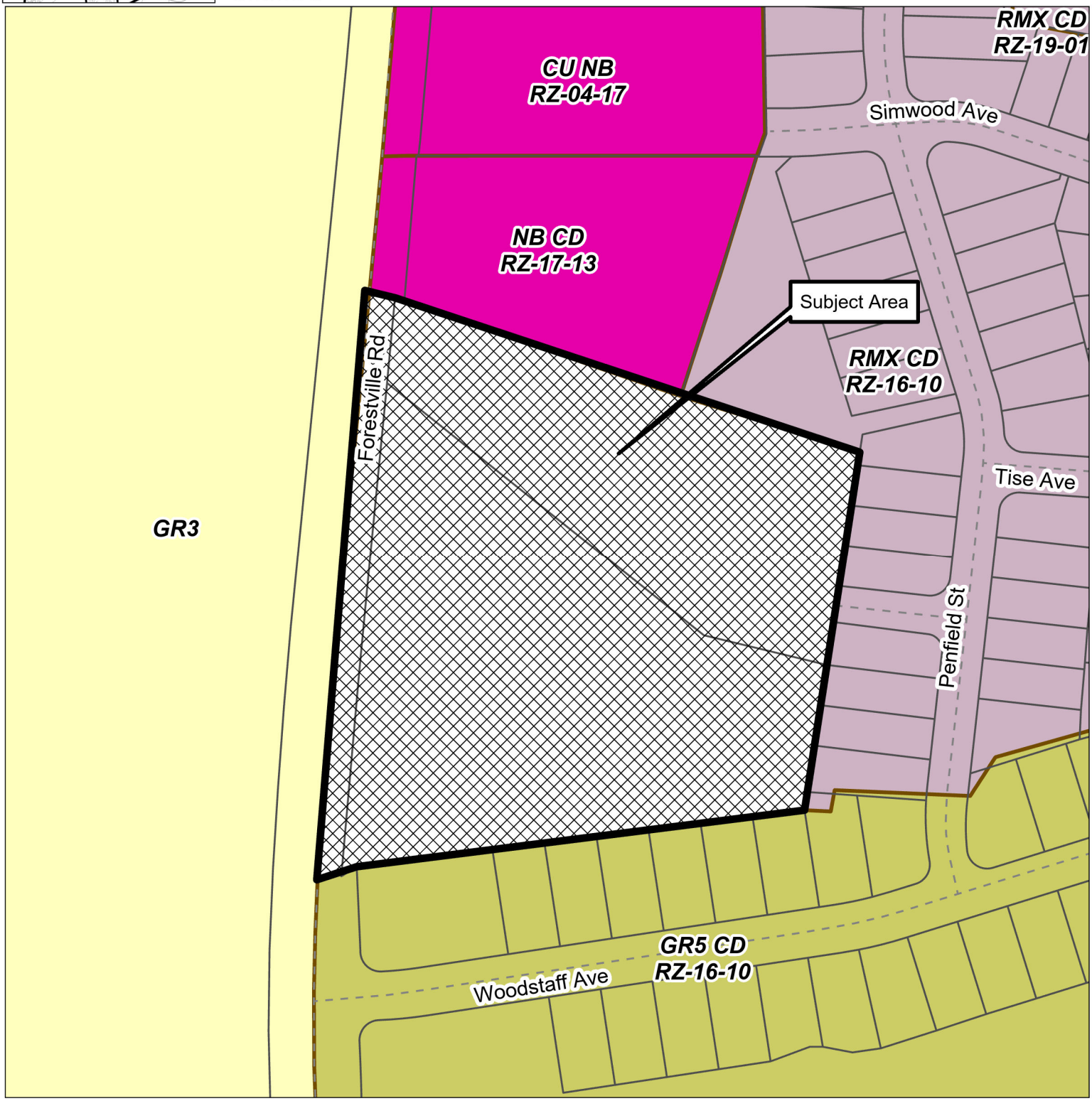
N W E



TOWN of WAKE FOREST

RZ-21-11
Forestville Road Townhomes
Pin#s 1749672831 & 1749670589

1/26/2023



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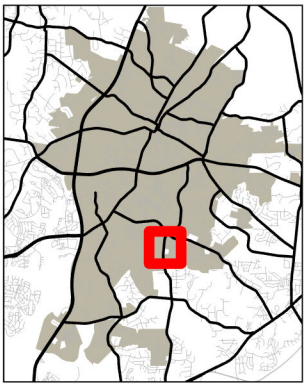
0 500 Feet

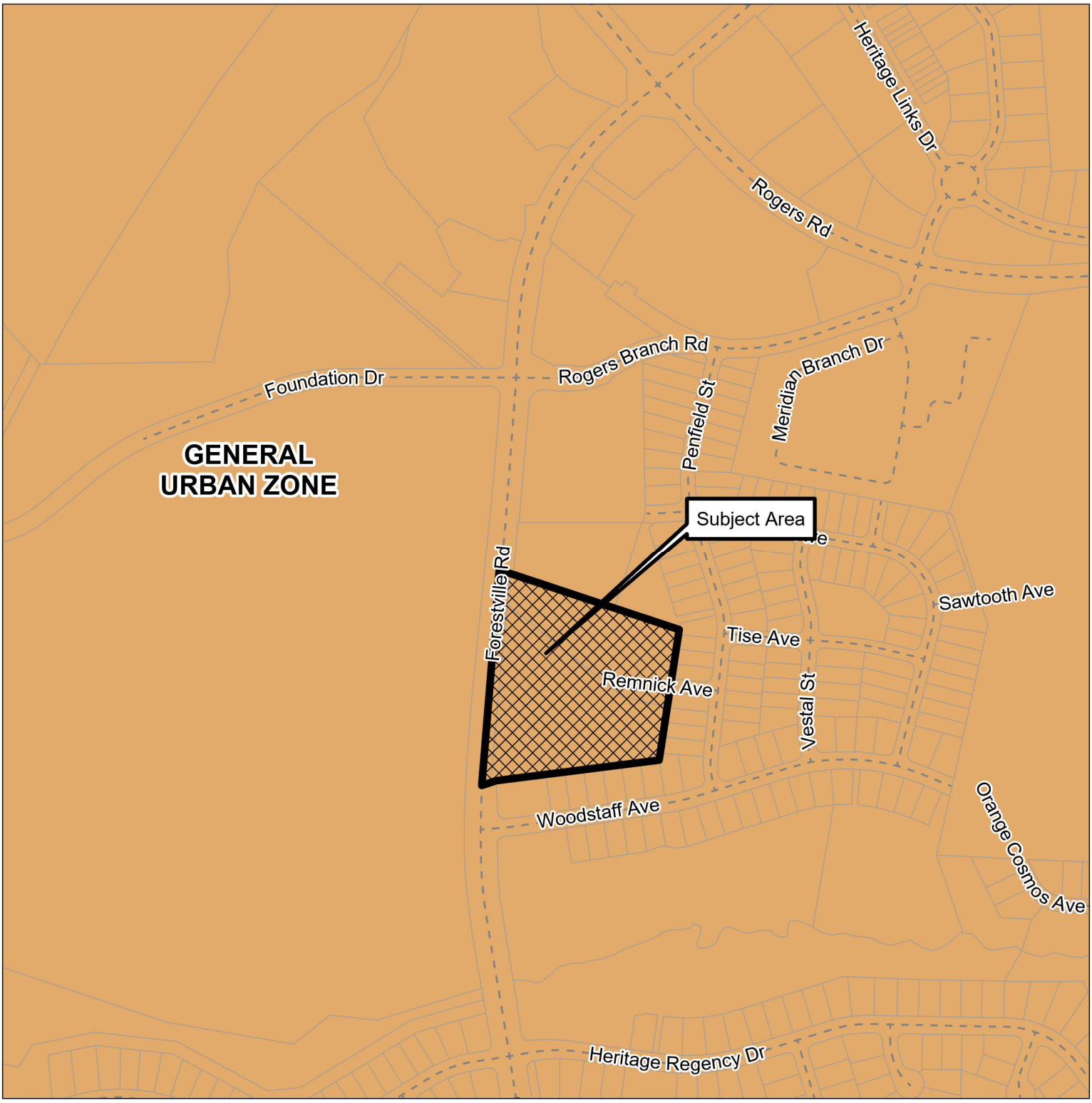


Community Plan Zones

TOWN of WAKE FOREST

RZ-21-11
Forestville Road Townhomes
Pin#s 1749672831 & 1749670589

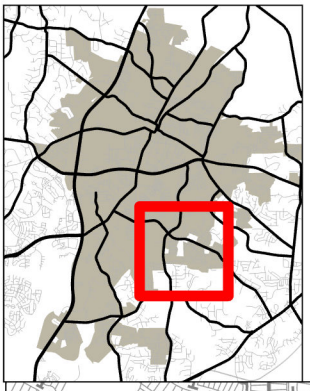
1/26/2023



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 0.1 0.2 Miles

N W S

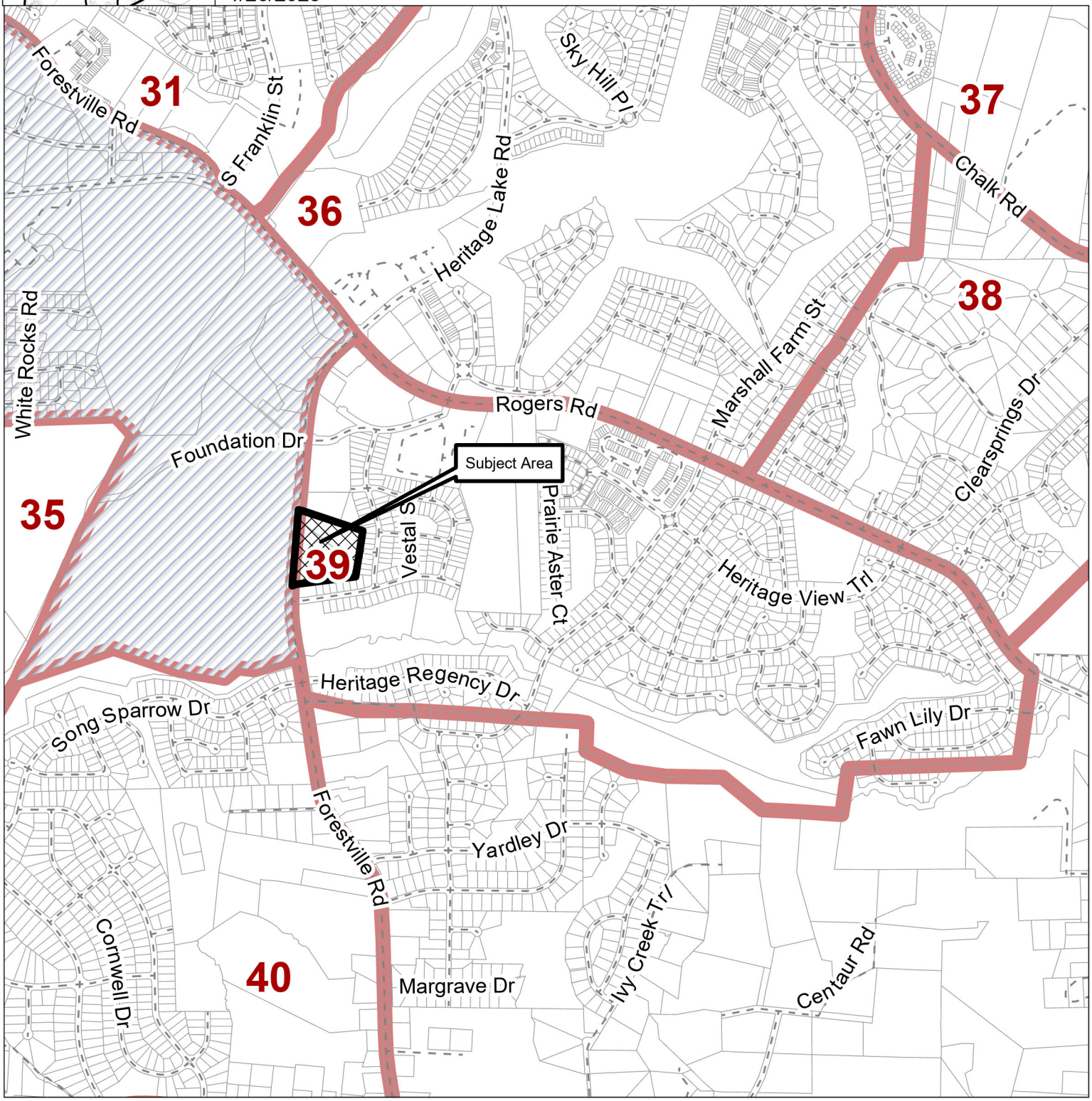


Neighborhood Planning Areas

TOWN of WAKE FOREST

RZ-21-11
Forestville Road Townhomes
Pin#s 1749672831 & 1749670589

1/26/2023



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 0.25 0.5 0.75 Miles

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:	Carolina Land Design, PLLC
Owner:	Optimal Equity Group, LLC
Requested Action:	Rezone 7.7 acres on the Town of Wake Forest Zoning Map from Wake County's Residential-30 (R-30) to Residential Mixed-Use Conditional District (RMX-CD)
Existing Zoning:	Wake County's Residential-30 (R-30)
Location:	1109 and 1129 Forestville Road
Size:	7.7 acres
Tax PINs:	1749672831 and 1749670589
Existing Land Use:	Single Family

Applicable Officially Adopted Plans:

The request is generally Consistent with the relevant policies in the Comprehensive Plan; however, 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 14th day of February 2023.

Introduced by Planning Board member: Michael Hickey

Seconded by Planning Board member: Chris Joyner

Attest:

Karin Kuropas, Planning Board Chair

Courtney Tanner, Planning Director

Community Plan Consistency Grid

GENERAL POLICY RECOMMENDATIONS		YES	NO	NA
GPR-1	Develop complete neighborhoods built around gathering spaces with a mix of housing types, lot sizes, and integrated commercial uses versus monolithic subdivisions			
GPR-2	Appropriately transition large-scale commercial, institutional, and industrial uses into surrounding neighborhoods			
GPR-3	Integrate alternative modes of transportation, such as transit and biking, into development			
GPR-4	Carefully configure street patterns to allow for multiple outlets from neighborhoods, and to continue the policy of providing for connections between neighborhoods, without encouraging through traffic			
GPR-5	Require sidewalks, bikeways and greenways as part of the necessary infrastructure for new development			
GPR-6	Require regularly spaced street trees, selected and planted in accordance with a street tree master plan, in new developments, whether commercial, office or residential			
GPR-7	Place new public and private buildings of architectural significance in locations of prominence and visual importance			
GPR-8	Ensure neighborhoods have adequate open space areas designed into the development			
GPR-9	Ensure residential architecture respects the value of the street upon which it faces with houses pulled up to the street, porches in the front, garages to the rear or setback from the rest of the home's front facade, and front walkways to the sidewalk			

POLICIES FOR OLDER NEIGHBORHOODS		YES	NO	NA
ON-1	Concentrate police protection, preferably in the form of foot and bicycle patrols, as part of a comprehensive strategy for neighborhood revitalization and crime prevention			
ON-2	Encourage pedestrian-level streetlights and appropriately designed private property lights , particularly in the town's older walkable neighborhoods			
ON-3	Implement housing programs, code enforcement activities, and public improvements in partnership with residents in targeted neighborhood areas and include restoration and rehabilitation activities			
ON-4	Ensure new infill development is architecturally compatible with existing structures, site layout and the streetscape within its vicinity			
ON-5	Continually reinvest in the infrastructure of older urban neighborhoods, including but not limited to: park improvements, sidewalks, street paving and maintenance, street trees, street lights, water and sewer lines, and drainage			
ON-6	Encourage pedestrian-oriented, designed and scaled stores and services providing basic necessities to residents of the town's older neighborhoods			
ON-7	Facilitate mass transit services through recognition of planned transit routes, development mix and density, and accommodation for future transit stop locations in redevelopment and infill projects in older neighborhoods			

POLICIES FOR NEWER NEIGHBORHOODS		YES	NO	NA
NN-1	Encourage architecturally compatible accessory housing on developed lots within existing neighborhood areas, especially for the elderly			
NN-2	Working in cooperation with neighborhood residents, support the provision of greenways, bikeways and walkways within existing neighborhoods			
NN-3	Architecturally compatible, residentially scaled office and institutional development may be permitted along major streets forming a boundary of a neighborhood planning area			
NN-4	Existing, less intensive development (i.e. residential or office uses) located at the intersection of two or more major streets may be allowed to undergo an orderly transition to appropriate commercial use, provided that original use is no longer viable and that careful site design will allow for compatibility with adjoining areas			

Community Plan Consistency Grid

POLICIES FOR FUTURE NEIGHBORHOODS		YES	NO	NA
FN-1	Promote a walkable community to minimize sprawl, as most new neighborhoods should be compact in form			
FN-2	Ensure new neighborhood streets are no wider than necessary to serve their intended purpose			
FN-3	Consider future transit service corridors and reinforce these corridors with development mixtures and densities appropriate for transit services			
FN-4	Include at least one neighborhood center or focal point in neighborhood planning areas			
FN-5	Encourage neighborhood serving businesses in neighborhood design			
FN-6	Encourage centrally located amenity centers and discourage them on the periphery of neighborhoods			
FN-7	Encourage a mixture of housing types, sizes, and prices for each neighborhood planning area			
FN-8	Encourage higher density housing that is served by transit and located close to adjoining work and shopping areas			
FN-9	Ensure new neighborhoods are connected to other neighborhoods, shopping, and work areas within the neighborhood planning area			
FN-10	Ensure street design gives equal priority to pedestrians and automobiles			
FN-11	Recognize bike routes and greenways in neighborhoods at the time of development			

POLICIES FOR EXISTING COMMERCIAL AREAS		YES	NO	NA
EC-1	Encourage appropriate landscaping and reconfiguration of large, existing unlandscaped parking areas.			
EC-2	Encourage the provision of convenience clusters for pedestrians, bicyclists and future transit services at strategic locations in existing commercial areas			
EC-3	Encourage the consolidation of commercial driveways onto major streets and the connection of adjacent parking lots			
EC-4	Encourage businesses to replace existing, non-conforming signage with more attractive, conforming signage.			
EC-5	Encourage new infill development across the front street face of existing, over-designed parking lots			
EC-6	Continue to prohibit billboards within the planning jurisdiction of Wake Forest			
EC-7	Ensure bicycle and pedestrian access to existing commercial areas			

POLICIES FOR FUTURE LARGE-SCALE COMMERCIAL AREAS		YES	NO	NA
LSC-1	Encourage large-scale commercial developments where appropriate, to contain a diverse mixture of retail, office, restaurant and service uses			
LSC-2	Locate large-scale commercial uses on the corners of neighborhood planning areas, that is, at the intersection of two or more major streets			
LSC-3	Allow planned mixed-use developments which allow for a compatible mixture of residential and non-residential uses with a pedestrian scale and design should be encouraged			
LSC-4	In planning for a new large scale development, buffer large-scale uses from adjacent residential areas by smaller scale buildings or by buffer strips			
LSC-5	Except for limited access highways, pull up new commercial buildings to the street; parking should be placed to the rear or side of the structure			
LSC-6	When appropriate, require the use of all around architecture (high quality facades on all sides of a building)			
LSC-7	Plan ahead for new large-scale commercial development in regards to future public transit stops and convenience clusters			
LSC-8	Limit driveway access for new large-scale commercial development to major thoroughfares and connect all adjacent parking lots			
LSC-9	Cluster together auto dealerships, large equipment sales and other businesses primarily dependent upon expansive outdoor sales lots for both functional and economic reasons			
LSC-10	Strongly discourage the abandonment of “big box” retail stores, for the purpose of relocating to another “bigger box” location in the community			

Community Plan Consistency Grid				
POLICIES FOR SMALL SCALE NEIGHBORHOOD BUSINESSES		**YES**	**NO**	**NA**
SSB-1	Encourage small scale, pedestrian-oriented shopping and work places in the design of new neighborhoods			
SSB-2	Locate neighborhood businesses at center of planning area rather than major thoroughfares			
SSB-3	Ensure neighborhood businesses are designed at a residential scale and character			
SSB-4	Coordinate the location of neighborhood serving businesses with bikeways and, where appropriate, future transit stops			
SSB-5	Employ on-street parking in coordination with a limited amount of off-street parking for neighborhood serving businesses			
SSB-6	Ensure neighborhood businesses have residential scale signage and lighting			
SSB-7	Ensure neighborhood businesses encouraged as upfront infrastructure cost of new development			
SSB-8	Ensure neighborhood businesses locate near public amenities if opportunity allows			
SSB-9	Encourage living quarters over small retail shops and offices			
POLICIES FOR FIRST GENERATION BUSINESS AND INDUSTRIAL AREAS		**YES**	**NO**	**NA**
FGI-1	Actively participate, facilitate and partner in the adaptive reuse and conversion of former production, warehousing and manufacturing buildings into uses compatible with their design and location			
FGI-2	If the demolition of an old industrial building or complex becomes necessary, any new structure(s) and site redevelopment should be compatible with the neighborhood context; such redevelopment should serve to improve the quality, character and livability of the surrounding area			
POLICIES FOR SECOND GENERATION BUSINESS AND INDUSTRIAL AREAS		**YES**	**NO**	**NA**
SGI-1	Encourage and support the rehabilitation, improvement, and re-occupancy of viable business and industrial properties that have become vacant.			
SGI-2	The Town of Wake Forest acknowledges and supports the work of state and federal agencies, as well as its own town building inspectors, concerning the enforcement of environmental regulations and building standards, particularly concerning the redevelopment or adaptive reuse of manufacturing sites and buildings			
POLICIES FOR THIRD GENERATION BUSINESS AND INDUSTRIAL AREAS		**YES**	**NO**	**NA**
TGI-1	Periodically examine zoning ordinance and other development regulations to maintain or update appropriate standards and locations for manufacturing, warehouse and distribution opportunities within the Town's planning jurisdiction			
TGI-2	Employ industrial development performance standards to promote the establishment or expansion of industries that are compatible with the public health, safety, and welfare of area residents, and that are supportive of the long term economic prosperity and environmental quality of the community			
TGI-3	Provide and maintain adequate screening and buffering between residential areas and newly developed industrial sites			
TGI-4	Ensure industrial and warehouse sites located within view of a public right-of-way or nearby property provide landscaping that enhances the property and is consistent with a quality image			

Community Plan Consistency Grid				
POLICIES FOR DOWNTOWN		**YES**	**NO**	**NA**
D-1	Encourage a compatible, diverse mixture of retail, office, institutional, residential, dining, services, entertainment, and public open space in the downtown area			
D-2	Recognize the advantages of clustering similar activities and development forms in appropriate parts of the downtown			
D-3	Expand pedestrian oriented streetscape improvements, including wider sidewalks, street trees, decorative street lights, street furniture, and landscaping			
D-4	Direct new and expanding businesses to compatible buildings and sites in or near the downtown area			
D-5	Reserve ground floor space for retail uses with office and other uses on upper floors			
D-6	Maintain a tangible presence and committment to the downtown through the location of the Town's major municipal offices there and encourage other local, state and federal government agencies to maintain similar commitments to the downtown			
D-7	Continue to support the Wake Forest farmers market at the municipal parking lot in downtown Wake Forest			
D-8	Continue to utilize the Renaissance Area Urban Code to ensure that development and redevelopment will be supportive of the architectural and historic context that is vital to the economic success of downtown Wake Forest			
D-9	Encourage efforts to restore missing or underutilized street frontages, particularly on lots where previous buildings have been demolished and replaced with (oftentimes) surface parking			
D-10	Locate parking lots to the side or behind buildings or in the interior of the block with off-street parking spaces for multi-family buildings being in the rear yard			
POLICIES FOR PARKS, OPEN SPACE AND RECREATION		**YES**	**NO**	**NA**
PR-1	In cooperation with private sector interests, develop a system of open space, greenways and walking trails to connect to residential areas with, especially, schools and park facilities			
PR-2	Include mini-parks in existing and proposed developments to meet the needs of small children and the elderly, and to encourage social interaction and mutual support among area families			
PR-3	Locate parks in full view of residential/non-residential activity for security			
PR-4	Provide funding to help demand for open space and recreation created by development			
PR-5	Co-locate parks & recreation facilities with schools, utility companies, and federal, state and local government agencies			
PR-6	Continue to seek efficiencies, cost savings, and quality services for park maintenance as the Town grows			
PR-7	Continue to explore new opportunities for providing recreation programs with all available partners			
POLICIES FOR MAJOR STREETS		**YES**	**NO**	**NA**
S-1	Space major streets no more than 1 mile apart			
S-2	Ensure access to undeveloped sections of major streets are from intersecting minor streets, rather than private driveways			
S-3	Ensure minor streets intersect major streets regularly at approximately every 400 to 600 feet			
S-4	Incorporate central medians into the design of new or improved major streets			
S-5	Plant landscaping, and where possible, street trees in central medians of major streets			
S-6	Plant and retain streetyard vegatation along major streets to soften and unify the streetscape			
S-7	Ensure contrasting streetyards along major streets for change in visual character			
S-8	Preserve and enhance natural, cultural and historic features along major streets			
S-9	Ensure parking areas are screened from view within major street corridors			
S-10	Employ special roadway overlay zoning to help implement corridor plans			
S-11	Ensure road widenings and/or one-way pairs are avoided for streets where the original design intent and relationship to adjoining land uses was otherwise			

Community Plan Consistency Grid				
POLICIES FOR MINOR STREETS		**YES**	**NO**	**NA**
S-12	Encourage street patterns that respond to site topography, accentuate focal points and interesting vistas, create interesting public spaces and intersections, and that are coordinated with the placement of significant structures or open spaces			
S-13	Consider incorporation of medians in neighborhood axial streets			
S-14	Create short blocks of 300-500 feet in length to allow for many alternative routes for walking and biking, as well as a beneficial network of local streets			
S-15	Design street widths to fit the intended use of the street, corresponding to the traffic load and planned development types			
S-16	Employ a fully-connected honeycomb of streets to promote convenient circulation within the neighborhood and provide for multiple, alternative outlets from the area to adjoining neighborhoods and major streets			
S-17	Encourage on-street parking in compact neighborhoods			
S-18	Utilize grass swales to capture runoff in conservation subdivisions			
S-19	Ensure turning radius of corners at intersections are as small as possible to shorten the street crossing distance for pedestrians at intersections			
S-20	Install traffic calming methods as necessary to enhance livability			
POLICIES FOR SIDEWALKS		**YES**	**NO**	**NA**
SW-1	Where no sidewalks are present, provide sidewalks in existing developed areas to connect residential areas to walkable pedestrian destinations			
SW-2	Ensure sidewalks are required on both sides of the street in new developments when along thoroughfares and collectors, in multi-family developments, in “front porch” developments, and along local streets within walking distance of a major pedestrian trip attractor			
SW-3	Ensure sidewalk widths correspond with anticipated pedestrian traffic volumes, adjoining land uses, and sidewalk activities with minimum sidewalk widths at 5 feet, or 6 feet if along the verge of a street			
SW-4	Continue curb stamp installation and retrofit curb ramps in existing sidewalks			
SW-5	Ensure crosswalks are plainly marked and well lit, especially where significant pedestrian activity is observed or expected			
POLICIES FOR BIKEWAYS		**YES**	**NO**	**NA**
B-1	The bicycle facility selection guide, as used by the Federal Highway Administration, shall be employed for determining the most suitable type of bicycle facility for any new or upgraded roads in Wake Forest			
B-2	Facilitate bicycle and pedestrian way connections between neighborhoods, either by street or connecting path, to enable the effective use of local, minor streets for pedestrian and bicycle trave			
B-3	Install striped bicylce lanes and appropriate signage along existing streets where called for in the Bicycle Plan			
B-4	Install striped bicylce lanes and appropriate signage along new collector streets			
B-5	Install bicycle-responsive signals at intersections where appropriate			
B-6	Ensure all new public and private developments have bike parking and bicycle access			
B-7	Examine all future road construction and improvements for bikeway feasibility and conformity with the Town of Wake Forest Bicycle Plan			
B-8	Examine all future developments and site plans for bicycle compatibility and conformity with the town Bicycle Plan			
B-9	Include bicycle facilities and their impacts in traffic impact analyses for new private developments			
B-10	Establish and implement pedestrian and bicycle friendly schools zones around all schools			
B-11	Ensure bicycle-related improvements are an integral component of the Town’s annual budget for public infrastructure investment			

Community Plan Consistency Grid

POLICIES FOR GREENWAY TRAILS		**YES**	**NO**	**NA**
GT-1	Continue to pursue a greenway trails system that connects residential areas with schools and park facilities			
GT-2	Develop greenway trails in accordance with the environmental conditions of its corridor, its intended use for travel versus recreation, and the anticipated traffic volume of pedestrians and bicyclists			
GT-3	Ensure greenway construction is treated as a normal element of infrastructure necessary to support new development			
GT-4	Ensure greenway maintenance and safety in Town control after transfer from private control			
POLICIES FOR PUBLIC TRANSPORTATION		**YES**	**NO**	**NA**
PT-1	Support the successful operation and expansion of transit with compact, transit-compatible development patterns			
PT-2	Require site planning that incorporates transit stops and convenience clusters			
POLICIES FOR STREET TREES		**YES**	**NO**	**NA**
ST-1	Prepare and maintain an official Street Tree Planting Master Plan			
ST-2	Ensure consistent street tree species occur along certain sections of streets			
ST-3	Ensure a diversity of street tree species Town wide with no single species comprising more than 10-15% of total trees			
ST-4	Install regularly spaced street trees in central medians and frontage street medians			
ST-5	Continue to require The planting or preservation of street trees of appropriate size and species			
ST-6	Maximize available budget dollars for street tree master plan implementation			
POLICIES FOR STREETLIGHTS		**YES**	**NO**	**NA**
SL-1	Ensure streetlights are installed according to the design speed and/or intended use of the street or area they serve			
SL-2	Periodically evaluate emerging lighting technologies for best color, brightness and energy efficiency			
SL-3	Continue to develop and implement joint policies and standards for street light selection, installation, operation and maintenance in cooperation with Wake Electric and Duke/Progress Energy			
SL-4	Ensure streetlights are installed on both sides of streets unless a newly approved street is planned from the outset to have a sidewalk on only one side			
POLICIES FOR UTILITY POLES AND WIRES		**YES**	**NO**	**NA**
UPW-1	Maintain a master plan for the undergrounding of utilities, with priority given to pre-determined areas			
UPW-2	Ensure major town entrances and gateway corridors receive first priority for the undergrounding of overhead utilities			
UPW-3	Ensure high visibility, pedestrian-oriented areas receive second priority for the undergrounding of overhead utilities			
UPW-4	Ensure overhead utilities in other priority areas are placed underground or relocated as opportunities arise			
POLICIES FOR WIRELESS TELECOMMUNICATION FACILITIES		**YES**	**NO**	**NA**
WTF-1	Facilitate the development of wireless service technology as an economic development asset and significant benefit to the town and its residents			
WTF-2	Ensure the impacts of wireless telecommunication facilities should not be permitted to compromise the health, safety and public welfare of area residents; nor should such facilities be allowed to diminish the character of the community and visual quality of its environment			
WTF-3	Ensure that in residential areas, historic districts and the Renaissance districts, cell towers are only considered when there is no alternative for serving those areas and no other alternative wireless telecommunication structure can be utilized			
WTF-4	Initiate updates to standards for wireless telecommunication facilities as new technologies and structural requirements for wireless capabilities emerge over time			

Community Plan Consistency Grid				
POLICIES FOR TOWN AND SPECIAL AREA ENTRANCES		**YES**	**NO**	**NA**
TSE-1	Employ noticeable streetscape improvements to clearly announce a town entrance and to enhance gateway corridors			
TSE-2	Extend streetscape improvements as the Town limits expand			
TSE-3	Employ special "gateway" treatment where where a bridge, underpass, overpass or other roadway feature is located at an entry point to the town or some portion of it			
POLICIES FOR COMMUNITY CHARACTER		**YES**	**NO**	**NA**
CC-1	Employ architectural standards consistent with Wake Forest's architectural character for new, expanding, or improved businesses			
CC-2	Exceptional locations, views and vistas in the town should receive exceptional treatment and/or protection in design and development			
CC-3	Place noteworthy buildings, important outdoor spaces, objects of historic merit, important monuments, and significant works of art in positions of visibility and prominence			
CC-4	Incorporate significant natural and existing man-made elements into the thematic design of new developments			
CC-5	Save large trees, ponds, creeks, or other natural features of the landscape when locating new streets, buildings,parking lots, etc			
CC-6	Support community character by ensuring development is compatible with surrounding area			
CC-7	Ensure exterior lighting is attractive, functional and safety conscious, while also avoiding negative impacts on the night sky visibility of Wake Forest			
POLICIES FOR REGIONAL TRANSPORTATION		**YES**	**NO**	**NA**
RT-1	Continue to anticipate and plan for the impacts of new high speed rail service as it passes through Wake Forest en route to major urban centers north and south along the east coast			
RT-2	Continue to anticipate and plan for the transformation of US 1 Capital Blvd into a limited access freeway and multi-modal transportation corridor as per the plans of the US 1 Corridor Study			
RT-3	Support the express bus service between downtown Wake Forest and downtown Raleigh			
POLICIES FOR WATER AND SEWER		**YES**	**NO**	**NA**
WS-1	Work proactively with other local governments, utility service providers, and the State of North Carolina on regional, long term solutions for water supplies and sewage treatment			
WS-2	Place water and sewer utilities in areas where growth is desired			
WS-3	Avoid placing sewer utilities in environmentally sensitive areas or in areas where open space is desired			
WS-4	Encourage the development of sewer services that employ water reuse technologoes			
POLICIES FOR WATER CONSERVATION		**YES**	**NO**	**NA**
WC-1	Conserve, to the fullest extent possible, potable water and waste water treatment capacity			
WC-2	Employ other types of non-municipal water supplies such as wells, rainwater catching systems, rain barrels and in-ground cisterns			
WC-3	Eliminate or reduce usage of the municipal water supply for outside irrigation			
WC-4	Encourage new development to plant drought tolerant grasses on lawns			
WC-5	Encourage construction of new rainwater retainage systems			
WC-6	Encourage new development to include traditional plants native to the area			
WC-7	Encourage the installation of water saving devices in new and existing development			

Community Plan Consistency Grid				
POLICIES FOR COMMUNITY ORIENTED SCHOOLS		**YES**	**NO**	**NA**
S-1	Plan for new school locations in advance through joint collaboration between the Town and School Board — with emphasis on steering facilities to desirable growth areas and avoiding sprawl			
S-2	Encourage offering land for new school facilities, particularly in conjunction with related neighborhood development			
S-3	Design safe campuses with pedestrian access to adjoining neighborhoods			
S-4	Prioritize traffic management and safety in the vicinity of public schools			
S-5	Co-locate school facilities with other community facilities and services			
S-6	Ensure costs for new schools should be borne largely by new growth and development creating the demand			
S-7	Foster diversity in community-oriented public schools by encouraging diversity in nearby neighborhoods feeding each school			
POLICIES FOR PAYING FOR GROWTH		**YES**	**NO**	**NA**
PFG-1	Ensure the costs of infrastructure, facilities and services related to new growth and development should be borne primarily by those creating the demand			
PFG-2	Continually seek to balance residential and non-residential development to foster a favorable service-cost to revenue-generated tax base			
PFG-3	Fees charged by the Town for development reviews and inspections should approximate the actual costs to the Town of conducting such work			
PFG-4	Explore cost recovery fees for new "greenfield" development			
PFG-5	Undertake annual planning and budegting for capital facilities			
POLICIES FOR A HEALTHY SUSTAINABLE ENVIRONMENT		**YES**	**NO**	**NA**
HSE-1	Ensure development policies work to make Wake Forest more walkable and pedestrian-friendly, and less dependent on the single-occupant automobile			
HSE-2	Encourage compact, transit-oriented, mixed-use developments to facilitate walking, biking and transit options			
HSE-3	Locate new higher density residential development within walking distance of jobs and services and design it to be transit compatible with current and future transit services			
HSE-4	Recognize and facilitate low impact development			
HSE-5	Ensure runoff and drainage from development is of a quality and quantity as near to natural conditions as possible			
HSE-6	Require vegetative riparian buffers along all creeks, rivers, lakes and other water bodies in Wake Forest			
HSE-7	Encourage conservation subdivisions where site conditions call for minimizing environmental disturbance and protecting adjoining natural resources			
HSE-8	Ensure large parking lots have landscaped planting islands and perimeter buffer strips and may use other design technologies to intercept and absorb runoff			
HSE-9	Carefully control development activities in the special flood hazard areas			
HSE-10	Encourage the construction of energy efficient structures, including the use of "green" building design			
HSE-11	Ensure site plans for new development work sympathetically with the natural features of the land, including existing topography and significant existing vegetation			
HSE-12	Explore a combination of incentives and disincentives to protect existing trees and/or require the replacement of trees removed for development			
HSE-13	Encourage green infrastructure (grassed swales, rain gardens, bio-retention strips, cisterns, rain barrels, permeable pavements, etc.)			
HSE-14	Offer a variety of solid waste reduction strategies and services including educational programs on waste prevention, recycling and reuse			
HSE-15	Facilitate proper disposal of household hazardous waste materials			
HSE-16	Encourage on-site residential composting			
HSE-17	Continue off-site mulching and redistribution of landscape yard waste			
HSE-18	Continue to support education and activities that reduce litter and illegal dumping			
HSE-19	Continue to plan in advance for area requirements concerning solid waste collection and disposal			

Community Plan Consistency Grid

POLICIES FOR ECONOMIC DEVELOPMENT		**YES**	**NO**	**NA**
ED-1	Encourage new and expanding industries and businesses that are compatible with the long-term quality of the area's natural and cultural resources, match up well with the area's infrastructure and services, employ and develop the skills of area workers, and diversify the local economy			
ED-2	Retain quality businesses and to attract new ones continue to invest in infrastructure and services that sustain and enhance the area's already high quality of life, image and cultural identity			
ED-3	Pursue economic and business development partnerships between the Town, other local jurisdictions, other economic development organizations, and private companies			
ED-4	Strive for a financial and regulatory environment that supports the establishment and growth of small business			
ED-5	Develop real estate "product" suitable for business placement that focuses on the identification, enhancement and certification of buildings and sites readily available for construction and/or occupancy			
POLICIES FOR ARTS CULTURE AND HISTORIC PRESERVATION		**YES**	**NO**	**NA**
ACH-1	Encourage efforts and actively participate in the provision of indoor and outdoor public and private spaces to showcase the work of visual and performing artists in Wake Forest			
ACH-2	Encourage new private sector developments to include art as an integral element of privately owned common areas and semi-public spaces			
ACH-3	Ensure budgets for new construction and renovations of town buildings include a line item for the purchase and display of art			
ACH-4	Continue to have cultural arts be enhanced as a permanent function of the Town's recreation program offerings			
ACH-5	Employ design standards that ensure development and redevelopment is consistent with the architectural context, community character, economic attractiveness and livability of Wake Forest			
ACH-6	Encourage the identification, restoration, and active use of structures, buildings, monuments, landmarks, sites and neighborhoods of historic or architectural significance			
ACH-7	Strongly discourage the destruction of architectural, historic, and archealogical resources of Wake Forest			
POLICIES FOR PUBLIC SAFETY		**YES**	**NO**	**NA**
PS-1	Employ community education, school, and public involvement programs to enhance community awareness of public safety issues			
PS-2	Periodically review the need for additional paid personnel, capital improvements and equipment needs to meet or exceed public safety standards, insurance ratings and other measures of public safety	y		
PS-3	Strategically locate additional public safety substations, provided that sufficient resources can be made available to properly staff and equip them			
PS-4	Proactively support legislative efforts to strengthen local law enforcement tools			
PS-5	Employ a holistic approach to public safety involving residents, businesses, and institutions in the preparation of neighborhood improvement plans, with priority given to public safety concerns			
PS-6	Encourage excellence in law enforcement, fire protection, and emergency services through on-going education, training and participation in national accreditation programs			
PS-7	Support the establishment of an east-west through street (or loop road) on the north side of town to improve emergency access to locations in that area			
POLICIES FOR LEADERSHIP AND COMMUNITY INVOLVEMENT		**YES**	**NO**	**NA**
LCI-1	Continue to emphasize the importance of advisory boards & committees in conducting the Town's business			
LCI-2	Ensure boards and committees of the Town are representative of the population and geography of the planning area or subject matter being addressed			
LCI-3	Encourage public involvement in decisions on land use and development by making the public aware of proposed developments at the earliest lawful opportunity, as well as fostering communication between developers and the general public			
LCI-4	Encourage neighborhood and special area planning			
LCI-5	Continue to ensure maintenance and enhancements to the Town's internet and multi-media news dissemination capabilities			
LCI-6	Participate proactively in the cooperation of efforts among civic and volunteer organizations for maximum impact in the community			

U.S. ARMY CORPS OF ENGINEERS
WILMINGTON DISTRICT

Action Id. **SAW-2016-02263** County: **Wake** U.S.G.S. Quad: **NC-Wake Forest**

NOTIFICATION OF JURISDICTIONAL DETERMINATION

Requestor: **Margaret P. Schepp**
Address: **1129 Forestville Road**
Wake Forest, North Carolina 27587
Telephone Number: **919.556.2349**
E-mail: **N/A**

Size (acres) **~7.7**
Nearest Waterway **Smith Creek**
USGS HUC **03020201**

Nearest Town **Wake Forest**
River Basin **Neuse**
Coordinates Latitude: **35.9409**
Longitude: **-78.5084**

Location description: **The project areas are located at 1109 and 1129 Forestville Road in Wake Forest, Wake County, North Carolina. The project review area is shown as the red outlined "Parcel Boundary" on the attached "Figure 3 – Sketch Map."**

Indicate Which of the Following Apply:

A. Preliminary Determination

☐ There appear to be **waters** on the above described project area/property, that may be subject to Section 404 of the Clean Water Act (CWA)(33 USC § 1344) and/or Section 10 of the Rivers and Harbors Act (RHA) (33 USC § 403). The **waters** have been delineated, and the delineation has been verified by the Corps to be sufficiently accurate and reliable. The approximate boundaries of these waters are shown on the enclosed delineation map dated. Therefore this preliminary jurisdiction determination may be used in the permit evaluation process, including determining compensatory mitigation. For purposes of computation of impacts, compensatory mitigation requirements, and other resource protection measures, a permit decision made on the basis of a preliminary JD will treat all waters and wetlands that would be affected in any way by the permitted activity on the site as if they are jurisdictional waters of the U.S. This preliminary determination is not an appealable action under the Regulatory Program Administrative Appeal Process (Reference 33 CFR Part 331). However, you may request an approved JD, which is an appealable action, by contacting the Corps district for further instruction.

☐ There appear to be **waters** on the above described project area/property, that may be subject to Section 404 of the Clean Water Act (CWA)(33 USC § 1344) and/or Section 10 of the Rivers and Harbors Act (RHA) (33 USC § 403). However, since the **waters** have not been properly delineated, this preliminary jurisdiction determination may not be used in the permit evaluation process. Without a verified wetland delineation, this preliminary determination is merely an effective presumption of CWA/RHA jurisdiction over all of the **waters** at the project area, which is not sufficiently accurate and reliable to support an enforceable permit decision. We recommend that you have the **waters** on your project area/property delineated. As the Corps may not be able to accomplish this wetland delineation in a timely manner, you may wish to obtain a consultant to conduct a delineation that can be verified by the Corps.

B. Approved Determination

☐ There are Navigable Waters of the United States within the above described project area/property subject to the permit requirements of Section 10 of the Rivers and Harbors Act (RHA) (33 USC § 403) and Section 404 of the Clean Water Act (CWA)(33 USC § 1344). Unless there is a change in law or our published regulations, this determination may be relied upon for a period not to exceed five years from the date of this notification.

☐ There are **waters**on the above described project area/property subject to the permit requirements of Section 404 of the Clean Water Act (CWA) (33 USC § 1344). Unless there is a change in the law or our published regulations, this determination may be relied upon for a period not to exceed five years from the date of this notification.

☐ We recommend you have the **waters** on your project area/property delineated. As the Corps may not be able to accomplish this wetland delineation in a timely manner, you may wish to obtain a consultant to conduct a delineation that can be verified by the Corps.

☐ The **waters** on your project area/property have been delineated and the delineation has been verified by the Corps. The approximate boundaries of these waters are shown on the enclosed delineation map dated. We strongly suggest you have this delineation surveyed. Upon completion, this survey should be reviewed and verified by the Corps. Once verified, this survey

will provide an accurate depiction of all areas subject to CWA jurisdiction on your property which, provided there is no change in the law or our published regulations, may be relied upon for a period not to exceed five years.

☐ The **waters** have been delineated and surveyed and are accurately depicted on the plat signed by the Corps Regulatory Official identified below on. Unless there is a change in the law or our published regulations, this determination may be relied upon for a period not to exceed five years from the date of this notification.

☒ **There are no waters of the U.S., to include wetlands, present on the above-described project area/property which are subject to the permit requirements of Section 404 of the Clean Water Act (33 USC 1344). Unless there is a change in the law or our published regulations, this determination may be relied upon for a period not to exceed five years from the date of this notification.**

☐ The property is located in one of the 20 Coastal Counties subject to regulation under the Coastal Area Management Act (CAMA). You should contact the Division of Coastal Management in **Morehead City, NC, at (252) 808-2808** to determine their requirements.

Placement of dredged or fill material within waters of the US, including wetlands, without a Department of the Army permit may constitute a violation of Section 301 of the Clean Water Act (33 USC § 1311). Placement of dredged or fill material, construction or placement of structures, or work within navigable waters of the United States without a Department of the Army permit may constitute a violation of Sections 9 and/or 10 of the Rivers and Harbors Act (33 USC § 401 and/or 403). If you have any questions regarding this determination and/or the Corps regulatory program, please contact **April Norton at 919-441-3637 or April.R.Norton@usace.army.mil**.

C. Basis For Determination: See the approved jurisdictional determination form dated 03/03/2022.

D. Remarks: *Based on the information submitted by Soil and Environmental Consultants, PA., the ponds shown on the referenced map as "Pond 1" and "Pond 2" have indicators of Ordinary High-Water Marks. However, these features were constructed entirely in uplands. There are no features with Ordinary High-Water Marks or hydric soils or wetland hydrology above the pond which drain into the ponds. Further, the area immediately below the earthen dam of the pond does not have hydric soils. As such, per Federal Register pg. 41218, Vol. 51, No. 219, 11/13/1986, "Pond 1" and "Pond 2" were constructed in uplands and are not considered waters of the US.*

E. Attention USDA Program Participants

This delineation/determination has been conducted to identify the limits of Corps' Clean Water Act jurisdiction for the particular site identified in this request. The delineation/determination may not be valid for the wetland conservation provisions of the Food Security Act of 1985. If you or your tenant are USDA Program participants, or anticipate participation in USDA programs, you should request a certified wetland determination from the local office of the Natural Resources Conservation Service, prior to starting work.

F. Appeals Information **(This information applies only to approved jurisdictional determinations as indicated in B. above)**

If you object to this determination, you may request an administrative appeal under Corps regulations at 33 CFR Part 331. Enclosed you will find a Notification of Appeal Process (NAP) fact sheet and Request for Appeal (RFA) form. If you request to appeal this determination you must submit a completed RFA form to the following address:

US Army Corps of Engineers
South Atlantic Division
Attn: Mr. Philip A. Shannin
Administrative Appeal Review Officer
60 Forsyth Street SW, Floor M9
Atlanta, Georgia 30303-8803
AND
PHILIP.A.SHANNIN@USACE.ARMY.MIL

For an RFA to be accepted by the Corps, the Corps must determine that it is complete, that it meets the criteria for appeal under 33 CFR part 331.5, and that it has been received by the Division Office within 60 days of the date of the NAP. Should you decide to submit an RFA form, it must be received at the above address by **05/02/2022**.

SAW-2016-02263

It is not necessary to submit an RFA form to the Division Office if you do not object to the determination in this correspondence.

Corps Regulatory Official: April R. Norton Digitally signed by April R. Norton Date: 2022.03.03 08:52:18 -05'00'

Date of JD: **03/03/2022** Expiration Date of JD: **03/02/2027**

The Wilmington District is committed to providing the highest level of support to the public. To help us ensure we continue to do so, please complete our Customer Satisfaction Survey, located online at https://regulatory.ops.usace.army.mil/customer-service-survey/.

SAW-2016-02263

The Wilmington District is committed to providing the highest level of support to the public. To help us ensure we continue to do so, please complete the Customer Satisfaction Survey located at http://corpsmapu.usace.army.mil/cm_apex/f?p=136:4:0

Copy furnished:

Agent:	**Soil & Environmental Consultants, PA.**
	Attn: Bob Zarzecki
Address:	**8412 Falls of Neuse Road, Suite 104**
	Raleigh, North Carolina 27615
Telephone Number:	**919.846.5900**
E-mail:	**bzarzacki@sandec.com**

NOTIFICATION OF ADMINISTRATIVE APPEAL OPTIONS AND PROCESS AND REQUEST FOR APPEAL

Applicant: **Margaret P. Schepp**	File Number: **SAW-2016-02263**	Date: **03/03/2022**

Attached is:		See Section below
☐	INITIAL PROFFERED PERMIT (Standard Permit or Letter of permission)	A
☐	PROFFERED PERMIT (Standard Permit or Letter of permission)	B
☐	PERMIT DENIAL	C
☒	APPROVED JURISDICTIONAL DETERMINATION	D
☐	PRELIMINARY JURISDICTIONAL DETERMINATION	E

SECTION I - The following identifies your rights and options regarding an administrative appeal of the above decision. Additional information may be found at or http://www.usace.army.mil/Missions/CivilWorks/RegulatoryProgramandPermits.aspx or the Corps regulations at 33 CFR Part 331.

A: INITIAL PROFFERED PERMIT: You may accept or object to the permit.

- ACCEPT: If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- OBJECT: If you object to the permit (Standard or LOP) because of certain terms and conditions therein, you may request that the permit be modified accordingly. You must complete Section II of this form and return the form to the district engineer. Your objections must be received by the district engineer within 60 days of the date of this notice, or you will forfeit your right to appeal the permit in the future. Upon receipt of your letter, the district engineer will evaluate your objections and may: (a) modify the permit to address all of your concerns, (b) modify the permit to address some of your objections, or (c) not modify the permit having determined that the permit should be issued as previously written. After evaluating your objections, the district engineer will send you a proffered permit for your reconsideration, as indicated in Section B below.

B: PROFFERED PERMIT: You may accept or appeal the permit

- ACCEPT: If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- APPEAL: If you choose to decline the proffered permit (Standard or LOP) because of certain terms and conditions therein, you may appeal the declined permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

C: PERMIT DENIAL: You may appeal the denial of a permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

D: APPROVED JURISDICTIONAL DETERMINATION: You may accept or appeal the approved JD or provide new information.

- ACCEPT: You do not need to notify the Corps to accept an approved JD. Failure to notify the Corps within 60 days of the date of this notice, means that you accept the approved JD in its entirety, and waive all rights to appeal the approved JD.
- APPEAL: If you disagree with the approved JD, you may appeal the approved JD under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the district engineer. This form must be received by the division engineer within 60 days of the date of this notice.

E: PRELIMINARY JURISDICTIONAL DETERMINATION: You do not need to respond to the Corps regarding the preliminary JD. The Preliminary JD is not appealable. If you wish, you may request an approved JD (which may be appealed), by contacting the Corps district for further instruction. Also you may provide new information for further consideration by the Corps to reevaluate the JD.		
SECTION II - REQUEST FOR APPEAL or OBJECTIONS TO AN INITIAL PROFFERED PERMIT		
REASONS FOR APPEAL OR OBJECTIONS: (Describe your reasons for appealing the decision or your objections to an initial proffered permit in clear concise statements. You may attach additional information to this form to clarify where your reasons or objections are addressed in the administrative record.)		
ADDITIONAL INFORMATION: The appeal is limited to a review of the administrative record, the Corps memorandum for the record of the appeal conference or meeting, and any supplemental information that the review officer has determined is needed to clarify the administrative record. Neither the appellant nor the Corps may add new information or analyses to the record. However, you may provide additional information to clarify the location of information that is already in the administrative record.		
POINT OF CONTACT FOR QUESTIONS OR INFORMATION:		
If you have questions regarding this decision and/or the appeal process you may contact: **District Engineer, Wilmington Regulatory Division** **Attn: April Norton** **Raleigh Regulatory Office** **U.S Army Corps of Engineers** **3331 Heritage Trade Drive, Suite 105** **Wake Forest, North Carolina 27587**	If you only have questions regarding the appeal process you may also contact: MR. PHILIP A. SHANNIN ADMINISTRATIVE APPEAL REVIEW OFFICER CESAD-PDS-O 60 FORSYTH STREET SOUTHWEST, FLOOR M9 ATLANTA, GEORGIA 30303-8803 PHONE: (404) 562-5136; FAX (404) 562-5138 EMAIL: PHILIP.A.SHANNIN@USACE.ARMY.MIL	
RIGHT OF ENTRY: Your signature below grants the right of entry to Corps of Engineers personnel, and any government consultants, to conduct investigations of the project site during the course of the appeal process. You will be provided a 15-day notice of any site investigation, and will have the opportunity to participate in all site investigations.		
_____ Signature of appellant or agent.	Date:	Telephone number:

For appeals on Initial Proffered Permits send this form to:

District Engineer, Wilmington Regulatory Division, Attn: April Norton, 69 Darlington Avenue, Wilmington, North Carolina 28403

For Permit denials, Proffered Permits and Approved Jurisdictional Determinations send this form to:

Division Engineer, Commander, U.S. Army Engineer Division, South Atlantic, Attn: Mr. Philip Shannin, Administrative Appeal Officer, CESAD-PDO, 60 Forsyth Street, Room 10M15, Atlanta, Georgia 30303-8801
Phone: (404) 562-5137

APPROVED JURISDICTIONAL DETERMINATION FORM
U.S. Army Corps of Engineers

This form should be completed by following the instructions provided in Section IV of the JD Form Instructional Guidebook.

SECTION I: BACKGROUND INFORMATION

A. REPORT COMPLETION DATE FOR APPROVED JURISDICTIONAL DETERMINATION (JD): 3/3/2022

B. DISTRICT OFFICE, FILE NAME, AND NUMBER: Raleigh, 1109 & 1129 Forestville Road, SAW-2016-02263

C. PROJECT LOCATION AND BACKGROUND INFORMATION:
State:North Carolina County/parish/borough: Wake City: Wake Forest
Center coordinates of site (lat/long in degree decimal format): Lat. 35.9409° **N**, Long. -78.5084° **W**.
Universal Transverse Mercator:
Name of nearest waterbody: UT to Sanford Creek
Name of nearest Traditional Navigable Water (TNW) into which the aquatic resource flows: Neuse
Name of watershed or Hydrologic Unit Code (HUC):
☒ Check if map/diagram of review area and/or potential jurisdictional areas is/are available upon request.
☐ Check if other sites (e.g., offsite mitigation sites, disposal sites, etc…) are associated with this action and are recorded on a different JD form.

D. REVIEW PERFORMED FOR SITE EVALUATION (CHECK ALL THAT APPLY):
☒ Office (Desk) Determination. Date: 3/2/2022
☐ Field Determination. Date(s):

SECTION II: SUMMARY OF FINDINGS

A. RHA SECTION 10 DETERMINATION OF JURISDICTION.

There **Are no** "*navigable waters of the U.S.*" within Rivers and Harbors Act (RHA) jurisdiction (as defined by 33 CFR part 329) in the review area. [*Required*]
☐ Waters subject to the ebb and flow of the tide.
☐ Waters are presently used, or have been used in the past, or may be susceptible for use to transport interstate or foreign commerce.
Explain: .

B. CWA SECTION 404 DETERMINATION OF JURISDICTION.

There **Are no** "*waters of the U.S.*" within Clean Water Act (CWA) jurisdiction (as defined by 33 CFR part 328) in the review area. [*Required*]

1. **Waters of the U.S.**
   a. **Indicate presence of waters of U.S. in review area (check all that apply):** [1]
   ☐ TNWs, including territorial seas
   ☐ Wetlands adjacent to TNWs
   ☐ Relatively permanent waters[2] (RPWs) that flow directly or indirectly into TNWs
   ☐ Non-RPWs that flow directly or indirectly into TNWs
   ☐ Wetlands directly abutting RPWs that flow directly or indirectly into TNWs
   ☐ Wetlands adjacent to but not directly abutting RPWs that flow directly or indirectly into TNWs
   ☐ Wetlands adjacent to non-RPWs that flow directly or indirectly into TNWs
   ☐ Impoundments of jurisdictional waters
   ☐ Isolated (interstate or intrastate) waters, including isolated wetlands

   b. **Identify (estimate) size of waters of the U.S. in the review area:**
   Non-wetland waters: linear feet: width (ft) and/or acres.
   Wetlands: acres.

   c. **Limits (boundaries) of jurisdiction** based on: **Not Applicable.**
   Elevation of established OHWM (if known): .

2. **Non-regulated waters/wetlands (check if applicable):**[3]
   ☒ Potentially jurisdictional waters and/or wetlands were assessed within the review area and determined to be not jurisdictional.
   Explain: **Based on the information submitted by Soil and Environmental Consultants, PA., the ponds shown on the referenced map as "Pond 1" and "Pond 2" have indicators of Ordinary High-Water Marks. However, these features were constructed entirely in uplands. There are no features with Ordinary High-Water Marks or hydric soils or wetland hydrology above the pond which drain into the ponds. Further, the area immediately below the earthen dam**

[1] Boxes checked below shall be supported by completing the appropriate sections in Section III below.
[2] For purposes of this form, an RPW is defined as a tributary that is not a TNW and that typically flows year-round or has continuous flow at least "seasonally" (e.g., typically 3 months).
[3] Supporting documentation is presented in Section III.F.

of the pond does not have hydric soils. As such, per Federal Register pg. 41218, Vol. 51, No. 219, 11/13/1986, "Pond 1" and "Pond 2" were constructed in uplands and are not considered waters of the US. .

SECTION III: CWA ANALYSIS

A. TNWs AND WETLANDS ADJACENT TO TNWs

The agencies will assert jurisdiction over TNWs and wetlands adjacent to TNWs. If the aquatic resource is a TNW, complete Section III.A.1 and Section III.D.1. only; if the aquatic resource is a wetland adjacent to a TNW, complete Sections III.A.1 and 2 and Section III.D.1.; otherwise, see Section III.B below.

1. TNW
Identify TNW: .

Summarize rationale supporting determination: .

2. Wetland adjacent to TNW
Summarize rationale supporting conclusion that wetland is "adjacent": .

B. CHARACTERISTICS OF TRIBUTARY (THAT IS NOT A TNW) AND ITS ADJACENT WETLANDS (IF ANY):

This section summarizes information regarding characteristics of the tributary and its adjacent wetlands, if any, and it helps determine whether or not the standards for jurisdiction established under *Rapanos* have been met.

The agencies will assert jurisdiction over non-navigable tributaries of TNWs where the tributaries are "relatively permanent waters" (RPWs), i.e. tributaries that typically flow year-round or have continuous flow at least seasonally (e.g., typically 3 months). A wetland that directly abuts an RPW is also jurisdictional. If the aquatic resource is not a TNW, but has year-round (perennial) flow, skip to Section III.D.2. If the aquatic resource is a wetland directly abutting a tributary with perennial flow, skip to Section III.D.4.

A wetland that is adjacent to but that does not directly abut an RPW requires a significant nexus evaluation. Corps districts and EPA regions will include in the record any available information that documents the existence of a significant nexus between a relatively permanent tributary that is not perennial (and its adjacent wetlands if any) and a traditional navigable water, even though a significant nexus finding is not required as a matter of law.

If the waterbody[4] is not an RPW, or a wetland directly abutting an RPW, a JD will require additional data to determine if the waterbody has a significant nexus with a TNW. If the tributary has adjacent wetlands, the significant nexus evaluation must consider the tributary in combination with all of its adjacent wetlands. This significant nexus evaluation that combines, for analytical purposes, the tributary and all of its adjacent wetlands is used whether the review area identified in the JD request is the tributary, or its adjacent wetlands, or both. If the JD covers a tributary with adjacent wetlands, complete Section III.B.1 for the tributary, Section III.B.2 for any onsite wetlands, and Section III.B.3 for all wetlands adjacent to that tributary, both onsite and offsite. The determination whether a significant nexus exists is determined in Section III.C below.

1. Characteristics of non-TNWs that flow directly or indirectly into TNW

(i) General Area Conditions:
Watershed size: **Pick List**
Drainage area: **Pick List**
Average annual rainfall: inches
Average annual snowfall: inches

(ii) Physical Characteristics:
(a) Relationship with TNW:
☐ Tributary flows directly into TNW.
☐ Tributary flows through **Pick List** tributaries before entering TNW.

Project waters are **Pick List** river miles from TNW.
Project waters are **Pick List** river miles from RPW.
Project waters are **Pick List** aerial (straight) miles from TNW.
Project waters are **Pick List** aerial (straight) miles from RPW.
Project waters cross or serve as state boundaries. Explain: .

Identify flow route to TNW[5]: .
Tributary stream order, if known: .

[4] Note that the Instructional Guidebook contains additional information regarding swales, ditches, washes, and erosional features generally and in the arid West.
[5] Flow route can be described by identifying, e.g., tributary a, which flows through the review area, to flow into tributary b, which then flows into TNW.

(b) General Tributary Characteristics (check all that apply):

Tributary is: ☐ Natural
☐ Artificial (man-made). Explain: .
☐ Manipulated (man-altered). Explain: .

Tributary properties with respect to top of bank (estimate):
Average width: feet
Average depth: feet
Average side slopes: **Pick List.**

Primary tributary substrate composition (check all that apply):
☐ Silts ☐ Sands ☐ Concrete
☐ Cobbles ☐ Gravel ☐ Muck
☐ Bedrock ☐ Vegetation. Type/% cover:
☐ Other. Explain: .

Tributary condition/stability [e.g., highly eroding, sloughing banks]. Explain: .
Presence of run/riffle/pool complexes. Explain: .
Tributary geometry: **Pick List**
Tributary gradient (approximate average slope): %

(c) Flow:
Tributary provides for: **Pick List**
Estimate average number of flow events in review area/year: **Pick List**
Describe flow regime: .
Other information on duration and volume: .

Surface flow is: **Pick List.** Characteristics: .

Subsurface flow: **Pick List**. Explain findings: .
☐ Dye (or other) test performed: .

Tributary has (check all that apply):
☐ Bed and banks
☐ OHWM[6] (check all indicators that apply):
☐ clear, natural line impressed on the bank
☐ changes in the character of soil
☐ shelving
☐ vegetation matted down, bent, or absent
☐ leaf litter disturbed or washed away
☐ sediment deposition
☐ water staining
☐ other (list):
☐ the presence of litter and debris
☐ destruction of terrestrial vegetation
☐ the presence of wrack line
☐ sediment sorting
☐ scour
☐ multiple observed or predicted flow events
☐ abrupt change in plant community
☐ Discontinuous OHWM.[7] Explain: .

If factors other than the OHWM were used to determine lateral extent of CWA jurisdiction (check all that apply):
☐ High Tide Line indicated by:
☐ oil or scum line along shore objects
☐ fine shell or debris deposits (foreshore)
☐ physical markings/characteristics
☐ tidal gauges
☐ other (list):
☐ Mean High Water Mark indicated by:
☐ survey to available datum;
☐ physical markings;
☐ vegetation lines/changes in vegetation types.

(iii) Chemical Characteristics:
Characterize tributary (e.g., water color is clear, discolored, oily film; water quality; general watershed characteristics, etc.).
Explain: .
Identify specific pollutants, if known: .

[6]A natural or man-made discontinuity in the OHWM does not necessarily sever jurisdiction (e.g., where the stream temporarily flows underground, or where the OHWM has been removed by development or agricultural practices). Where there is a break in the OHWM that is unrelated to the waterbody's flow regime (e.g., flow over a rock outcrop or through a culvert), the agencies will look for indicators of flow above and below the break.
[7]Ibid.

(iv) Biological Characteristics. Channel supports (check all that apply):

☐ Riparian corridor. Characteristics (type, average width): .
☐ Wetland fringe. Characteristics: .
☐ Habitat for:
  ☐ Federally Listed species. Explain findings: .
  ☐ Fish/spawn areas. Explain findings: .
  ☐ Other environmentally-sensitive species. Explain findings: .
  ☐ Aquatic/wildlife diversity. Explain findings: .

2. Characteristics of wetlands adjacent to non-TNW that flow directly or indirectly into TNW

(i) Physical Characteristics:

(a) General Wetland Characteristics:
Properties:
  Wetland size: acres
  Wetland type. Explain: .
  Wetland quality. Explain: .
Project wetlands cross or serve as state boundaries. Explain: .

(b) General Flow Relationship with Non-TNW:
Flow is: **Pick List**. Explain: .

Surface flow is**: Pick List**
  Characteristics: .

Subsurface flow: **Pick List**. Explain findings: .
  ☐ Dye (or other) test performed: .

(c) Wetland Adjacency Determination with Non-TNW:
☐ Directly abutting
☐ Not directly abutting
  ☐ Discrete wetland hydrologic connection. Explain: .
  ☐ Ecological connection. Explain: .
  ☐ Separated by berm/barrier. Explain: .

(d) Proximity (Relationship) to TNW
Project wetlands are **Pick List** river miles from TNW.
Project waters are **Pick List** aerial (straight) miles from TNW.
Flow is from: **Pick List.**
Estimate approximate location of wetland as within the **Pick List** floodplain.

(ii) Chemical Characteristics:

Characterize wetland system (e.g., water color is clear, brown, oil film on surface; water quality; general watershed characteristics; etc.). Explain: .
Identify specific pollutants, if known: .

(iii) Biological Characteristics. Wetland supports (check all that apply):

☐ Riparian buffer. Characteristics (type, average width): .
☐ Vegetation type/percent cover. Explain: .
☐ Habitat for:
  ☐ Federally Listed species. Explain findings: .
  ☐ Fish/spawn areas. Explain findings: .
  ☐ Other environmentally-sensitive species. Explain findings: .
  ☐ Aquatic/wildlife diversity. Explain findings: .

3. Characteristics of all wetlands adjacent to the tributary (if any)

All wetland(s) being considered in the cumulative analysis: **Pick List**
Approximately ( ) acres in total are being considered in the cumulative analysis.

For each wetland, specify the following:

Directly abuts? (Y/N)	Size (in acres)	Directly abuts? (Y/N)	Size (in acres)

Summarize overall biological, chemical and physical functions being performed: .

C. SIGNIFICANT NEXUS DETERMINATION

A significant nexus analysis will assess the flow characteristics and functions of the tributary itself and the functions performed by any wetlands adjacent to the tributary to determine if they significantly affect the chemical, physical, and biological integrity of a TNW. For each of the following situations, a significant nexus exists if the tributary, in combination with all of its adjacent wetlands, has more than a speculative or insubstantial effect on the chemical, physical and/or biological integrity of a TNW. Considerations when evaluating significant nexus include, but are not limited to the volume, duration, and frequency of the flow of water in the tributary and its proximity to a TNW, and the functions performed by the tributary and all its adjacent wetlands. It is not appropriate to determine significant nexus based solely on any specific threshold of distance (e.g. between a tributary and its adjacent wetland or between a tributary and the TNW). Similarly, the fact an adjacent wetland lies within or outside of a floodplain is not solely determinative of significant nexus.

Draw connections between the features documented and the effects on the TNW, as identified in the *Rapanos* Guidance and discussed in the Instructional Guidebook. Factors to consider include, for example:

- Does the tributary, in combination with its adjacent wetlands (if any), have the capacity to carry pollutants or flood waters to TNWs, or to reduce the amount of pollutants or flood waters reaching a TNW?
- Does the tributary, in combination with its adjacent wetlands (if any), provide habitat and lifecycle support functions for fish and other species, such as feeding, nesting, spawning, or rearing young for species that are present in the TNW?
- Does the tributary, in combination with its adjacent wetlands (if any), have the capacity to transfer nutrients and organic carbon that support downstream foodwebs?
- Does the tributary, in combination with its adjacent wetlands (if any), have other relationships to the physical, chemical, or biological integrity of the TNW?

Note: the above list of considerations is not inclusive and other functions observed or known to occur should be documented below:

1. **Significant nexus findings for non-RPW that has no adjacent wetlands and flows directly or indirectly into TNWs.** Explain findings of presence or absence of significant nexus below, based on the tributary itself, then go to Section III.D: .

2. **Significant nexus findings for non-RPW and its adjacent wetlands, where the non-RPW flows directly or indirectly into TNWs.** Explain findings of presence or absence of significant nexus below, based on the tributary in combination with all of its adjacent wetlands, then go to Section III.D: .

3. **Significant nexus findings for wetlands adjacent to an RPW but that do not directly abut the RPW.** Explain findings of presence or absence of significant nexus below, based on the tributary in combination with all of its adjacent wetlands, then go to Section III.D: .

D. DETERMINATIONS OF JURISDICTIONAL FINDINGS. THE SUBJECT WATERS/WETLANDS ARE (CHECK ALL THAT APPLY):

1. **TNWs and Adjacent Wetlands.** Check all that apply and provide size estimates in review area:
   - ☐ TNWs: linear feet width (ft), Or, acres.
   - ☐ Wetlands adjacent to TNWs: acres.

2. **RPWs that flow directly or indirectly into TNWs.**
   - ☐ Tributaries of TNWs where tributaries typically flow year-round are jurisdictional. Provide data and rationale indicating that tributary is perennial: .
   - ☐ Tributaries of TNW where tributaries have continuous flow "seasonally" (e.g., typically three months each year) are jurisdictional. Data supporting this conclusion is provided at Section III.B. Provide rationale indicating that tributary flows seasonally: .

Provide estimates for jurisdictional waters in the review area (check all that apply):
☐ Tributary waters: linear feet width (ft).
☐ Other non-wetland waters: acres.
Identify type(s) of waters: .

3. **Non-RPWs[8] that flow directly or indirectly into TNWs.**
☐ Waterbody that is not a TNW or an RPW, but flows directly or indirectly into a TNW, and it has a significant nexus with a TNW is jurisdictional. Data supporting this conclusion is provided at Section III.C.

Provide estimates for jurisdictional waters within the review area (check all that apply):
☐ Tributary waters: linear feet width (ft).
☐ Other non-wetland waters: acres.
Identify type(s) of waters: .

4. **Wetlands directly abutting an RPW that flow directly or indirectly into TNWs.**
☐ Wetlands directly abut RPW and thus are jurisdictional as adjacent wetlands.
☐ Wetlands directly abutting an RPW where tributaries typically flow year-round. Provide data and rationale indicating that tributary is perennial in Section III.D.2, above. Provide rationale indicating that wetland is directly abutting an RPW: .

☐ Wetlands directly abutting an RPW where tributaries typically flow "seasonally." Provide data indicating that tributary is seasonal in Section III.B and rationale in Section III.D.2, above. Provide rationale indicating that wetland is directly abutting an RPW: .

Provide acreage estimates for jurisdictional wetlands in the review area: acres.

5. **Wetlands adjacent to but not directly abutting an RPW that flow directly or indirectly into TNWs.**
☐ Wetlands that do not directly abut an RPW, but when considered in combination with the tributary to which they are adjacent and with similarly situated adjacent wetlands, have a significant nexus with a TNW are jurisidictional. Data supporting this conclusion is provided at Section III.C.

Provide acreage estimates for jurisdictional wetlands in the review area: acres.

6. **Wetlands adjacent to non-RPWs that flow directly or indirectly into TNWs.**
☐ Wetlands adjacent to such waters, and have when considered in combination with the tributary to which they are adjacent and with similarly situated adjacent wetlands, have a significant nexus with a TNW are jurisdictional. Data supporting this conclusion is provided at Section III.C.

Provide estimates for jurisdictional wetlands in the review area: acres.

7. **Impoundments of jurisdictional waters.[9]**
As a general rule, the impoundment of a jurisdictional tributary remains jurisdictional.
☐ Demonstrate that impoundment was created from "waters of the U.S.," or
☐ Demonstrate that water meets the criteria for one of the categories presented above (1-6), or
☐ Demonstrate that water is isolated with a nexus to commerce (see E below).

E. ISOLATED [INTERSTATE OR INTRA-STATE] WATERS, INCLUDING ISOLATED WETLANDS, THE USE, DEGRADATION OR DESTRUCTION OF WHICH COULD AFFECT INTERSTATE COMMERCE, INCLUDING ANY SUCH WATERS (CHECK ALL THAT APPLY):[10]
☐ which are or could be used by interstate or foreign travelers for recreational or other purposes.
☐ from which fish or shellfish are or could be taken and sold in interstate or foreign commerce.
☐ which are or could be used for industrial purposes by industries in interstate commerce.
☐ Interstate isolated waters. Explain: .
☐ Other factors. Explain: .

Identify water body and summarize rationale supporting determination: .

---

[8] See Footnote # 3.
[9] To complete the analysis refer to the key in Section III.D.6 of the Instructional Guidebook.
[10] Prior to asserting or declining CWA jurisdiction based solely on this category, Corps Districts will elevate the action to Corps and EPA HQ for review consistent with the process described in the Corps/EPA *Memorandum Regarding CWA Act Jurisdiction Following Rapanos.*

Provide estimates for jurisdictional waters in the review area (check all that apply):
☐ Tributary waters: linear feet width (ft).
☐ Other non-wetland waters: acres.
Identify type(s) of waters: .
☐ Wetlands: acres.

F. NON-JURISDICTIONAL WATERS, INCLUDING WETLANDS (CHECK ALL THAT APPLY):
☐ If potential wetlands were assessed within the review area, these areas did not meet the criteria in the 1987 Corps of Engineers Wetland Delineation Manual and/or appropriate Regional Supplements.
☐ Review area included isolated waters with no substantial nexus to interstate (or foreign) commerce.
☐ Prior to the Jan 2001 Supreme Court decision in "*SWANCC*," the review area would have been regulated based solely on the "Migratory Bird Rule" (MBR).
☐ Waters do not meet the "Significant Nexus" standard, where such a finding is required for jurisdiction. Explain: .
☒ Other: (explain, if not covered above): **Based on the information submitted by Soil and Environmental Consultants, PA., the ponds shown on the referenced map as "Pond 1" and "Pond 2" have indicators of Ordinary High-Water Marks. However, this features were constructed entirely in uplands. There are no features with Ordinary High-Water Marks or hydric soils or wetland hydrology above the pond which drain into the ponds. Further, the area immediately below the earthen dam of the pond does not have hydric soils. As such, per Federal Register pg. 41218, Vol. 51, No. 219, 11/13/1986, "Pond 1" and "Pond 2" were constructed in uplands and are not considered waters of the US..**

Provide acreage estimates for non-jurisdictional waters in the review area, where the sole potential basis of jurisdiction is the MBR factors (i.e., presence of migratory birds, presence of endangered species, use of water for irrigated agriculture), using best professional judgment (check all that apply):
☐ Non-wetland waters (i.e., rivers, streams): linear feet width (ft).
☐ Lakes/ponds: acres.
☐ Other non-wetland waters: acres. List type of aquatic resource: .
☐ Wetlands: acres.

Provide acreage estimates for non-jurisdictional waters in the review area that do not meet the "Significant Nexus" standard, where such a finding is required for jurisdiction (check all that apply):
☐ Non-wetland waters (i.e., rivers, streams): linear feet, width (ft).
☐ Lakes/ponds: acres.
☐ Other non-wetland waters: acres. List type of aquatic resource: .
☐ Wetlands: acres.

SECTION IV: DATA SOURCES.

A. SUPPORTING DATA. Data reviewed for JD (check all that apply - checked items shall be included in case file and, where checked and requested, appropriately reference sources below):
☒ Maps, plans, plots or plat submitted by or on behalf of the applicant/consultant:Sketch map, 12/1/2021.
☒ Data sheets prepared/submitted by or on behalf of the applicant/consultant.
☒ Office concurs with data sheets/delineation report.
☐ Office does not concur with data sheets/delineation report.
☐ Data sheets prepared by the Corps: .
☐ Corps navigable waters' study: .
☐ U.S. Geological Survey Hydrologic Atlas: .
☐ USGS NHD data.
☐ USGS 8 and 12 digit HUC maps.
☒ U.S. Geological Survey map(s). Cite scale & quad name:NC 2016 Wake Forest Quadrangle.
☒ USDA Natural Resources Conservation Service Soil Survey. Citation:Wake County Soil Survey Sheet 15.
☐ National wetlands inventory map(s). Cite name: .
☐ State/Local wetland inventory map(s): .
☒ FEMA/FIRM maps:Floodmap.
☐ 100-year Floodplain Elevation is: (National Geodectic Vertical Datum of 1929)
☐ Photographs: ☐ Aerial (Name & Date): .
or ☐ Other (Name & Date): .
☒ Previous determination(s). File no. and date of response letter: SAW-2016-02263, 11/17/2016.
☐ Applicable/supporting case law: .
☐ Applicable/supporting scientific literature: .
☐ Other information (please specify): .

B. ADDITIONAL COMMENTS TO SUPPORT JD: The Antecedent Precipitation Tool indicates normal conditions were present during the site visit.

Project Number:	12971.W6
Project Manager:	BZ
Scale:	1" = 150'
Date:	12/1/2021

Map Title:

Figure 3 - Sketch Map

1109 & 1129 Forestville Rd
Wake County, NC

Source: Wake County GIS
NC One Map

0 150 300
Feet

N

S&EC

Soil & Environmental Consultants, PA

8412 Falls of Neuse Road, Suite 104, Raleigh, NC 27615 • Phone: (919) 846-5900 • Fax: (919) 846-5
sandec.com

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ROY COOPER
Governor
ELIZABETH S. BISER
Secretary
S. DANIEL SMITH
Director

NORTH CAROLINA
Environmental Quality

September 9th, 2021

Margaret P. Schepp
1129 Forestville Road
Wake Forest, NC 27587

Subject: Buffer Determination Letter
NBRRO #21-309
Wake County

Determination Type:	
Buffer	Intermittent/Perennial
☒ Neuse (15A NCAC 2B .0714) ☐ Tar-Pamlico (15A NCAC 2B .0734) ☐ Jordan (15A NCAC 2B .0267) (governmental and/or interjurisdictional projects)	☐ Intermittent/Perennial Determination (where local buffer ordinances apply)

Project Name: 1109 & 1129 Forestville Road

Address/Location: 1109/1129 Forestville Rd., Wake Forest, NC

Stream(s): Walnut Creek

Determination Date: 9/9/2021 **Staff: Josh Brigham**

Stream Feature	E/I/P(1)	Not Subject(2)	Subject	Start@	Stop@	Soil Survey	USGS Topo
Stream 1		X				X	X
Pond 1		X					X
Pond 2		X				X	X

(1) E = Ephemeral, I = Intermittent, P = Perennial, NP = Not Present, NE = Not Evaluated
(2) Refers to State riparian buffer rules only. Stream, wetland, or pond impacts are still subject to applicable water quality standards and permitting requirements.

Explanation: The stream(s)/pond(s) listed above has been located on the most recent published NRCS Soil Survey of Wake County, North Carolina and/or the most recent copy of the USGS Topographic map at a 1: 24,000 scale. Each feature that is checked "Not Subject" has been determined to not be an intermittent stream, perennial stream, a pond connected to a stream feature, or the feature is determined not to be present. Stream features that are checked "Subject" have been located on the property and possess characteristics that qualify it to be subject to the buffer rules. There may be other streams located on the property that do not show up on the maps referenced above and are therefore not subject to the buffer rules. However, if the stream features are present on the tract they are subject to

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all other applicable North Carolina stream standards and permitting requirements as outlined in 15A NCAC 02B and may be considered jurisdictional according to the US Army Corps of Engineers.

This on-site determination shall expire five (5) years from the date of this letter. Landowners or affected parties that dispute a determination made by the DWR may request a determination by the Director. An appeal request must be made within sixty (60) days of date of this letter. A request for a determination by the Director shall be referred to the Director in writing. ***If sending via US Postal Service:*** **c/o** ***Paul Wojoski; DWR – 401 & Buffer Permitting Unit; 1617 Mail Service Center; Raleigh, NC 27699-1617. If sending via delivery service (UPS, FedEx, etc.): Paul Wojoski; DWR – 401 & Buffer Permitting Unit; 512 N. Salisbury Street; Raleigh, NC 27604.***

This determination is final and binding unless, as detailed above, an appeal is requested within sixty (60) days.

This project may require a Section 404/401 Permit for the proposed activity. Any inquiries should be directed to the US Army Corp of Engineers (Raleigh Regulatory Field Office) at (919)-554-4884.

If you have questions regarding this determination, please feel free to contact Josh Brigham at (919) 791-4251.

Sincerely,

DocuSigned by:
Scott Vinson
BCDA9D825D4A46D...

Scott Vinson, Regional Supervisor
Water Quality Regional Operations Section
Raleigh Regional Office, Division of Water Resources, NCDEQ

cc: RRO DWR File Copy
Laserfiche
Consultant via email, Bob Zarzecki, S&EC, bzarzecki@sandec.com

1109 & 1129 Forestville Road

Wake County, NC-DWR Project # 21-309

NRCS Soil Survey Sheet 15

Wake Co., NC 1970

Legend:

-project boundary

:: Locations are approximate and are provided for reference only ::

N

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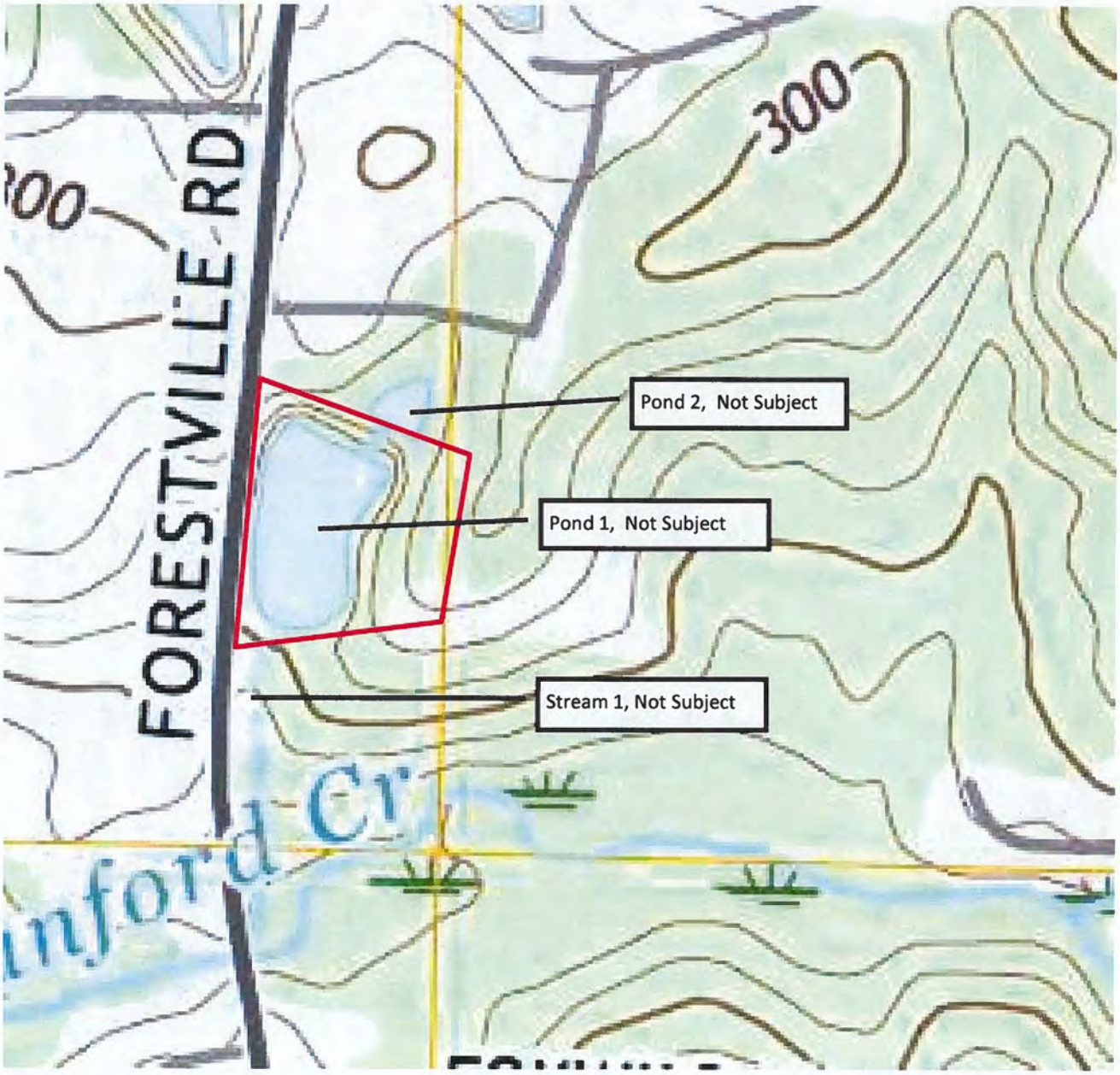
1109 & 1129 Forestville Road

Wake County, NC-DWR Project # 21-309



USGS Topographical Map

Wake Forest Quadrangle 2019

Legend:

-Project boundary

:: Locations are approximate and are provided for reference only ::

N

From:	Denton, Bill
To:	Reidy, Patrick
Cc:	Sarna, Monica; Summers, Kimberly M; Garcia, Lauren V
Subject:	RE: [External] NC Dam - Wake-265
Date:	Friday, February 17, 2023 9:13:53 AM
Attachments:	image006.png image007.png image008.png image009.png image010.png image011.png

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.

Mr. Reidy:

I am familiar with the history of this dam. Of the dams in the 16-county region that the DEQ DEMLR Raleigh Regional Office covers, WAKE-265 is one of the most concerning for me. It has all of the deficiencies that Lauren outlined in her email and attachments and those combined deficiencies make it an unstable dam that is in poor operating condition. The two factors that have preserved it from previously failing are that there is only a very small area of land which drains to it and there is another dam and impoundment just upgradient from it that also stores water after runoff producing rain events. With the recent addition of the residential neighborhood to the east and commercial development to the north, the peak runoff volume flowing to these dams may be changing and may be sufficient (if not mitigated) to cause dam failure in the future if this additional runoff is directed toward these ponds.

Even if the additional runoff is diverted away from WAKE-265, it remains structurally unsafe and could fail unexpectedly even in a sunny-day scenario. As Lauren stated, the impacts would be to Forestville Road in the section adjacent to Heritage High School and the adjoining public park to the south. Traffic counts in this location are on the order of 17,000 vehicles per day and undoubtedly includes students, parents, and school buses associated with he High School. At a minimum, the potential for closure of this roadway during peak hours would be a significant disruption to traffic flow. There does not appear to be an expeditious alternate route for school traffic coming from that direction.

One additional note: I would caution that if the decision is made to remove the lower dam, attention should be paid to the impacts of that removal to the stability and safe performance of the upper dam. We have never been able to identify the outlet works for that upper dam, but the presence of the lower dam made that issue of less concern. However, I cannot say that removing the back pressure of the water in the lower impoundment would not have adverse effects on the upper dam's safety. It would certainly bring into sharper focus any deficiencies at the upper dam with regard to spillway capacity and structural stability. In all likelihood, that upper dam would be added to our state inventory as a high hazard dam were the lower dam to be removed due to the potential for similar downstream impacts (primarily Forestville Road).

If you have further questions, I'd be glad to schedule a time to discuss over the telephone or via MS Teams

Bill

William H. Denton, IV, PE
Regional Engineer – RRO, Division of Energy, Mineral, and Land Resources
North Carolina Department of Environmental Quality
Office: (919) 791-4206
bill.denton@ncdenr.gov

1628 Mail Service Center, Raleigh, North Carolina 27699

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

From: Garcia, Lauren V <lauren.garcia@ncdenr.gov>
Sent: Friday, February 17, 2023 8:16 AM
To: Reidy, Patrick <preidy@wakeforestnc.gov>; Denton, Bill <bill.denton@ncdenr.gov>
Cc: Sarna, Monica <msarna@wakeforestnc.gov>; Summers, Kimberly M <kimberly.summers@ncdenr.gov>
Subject: RE: [External] NC Dam - Wake-265

Good morning,

I have copied my Supervisor, who is the best resource for dam removal. It does appear that this dam has been under a Notice of Deficiency since about 2018. My Supervisor will be able to explain things much more eloquently, but because of the location of Forestville Road and the neighborhood directly adjacent to the dam, the dam has been listed as high hazard. The dam has a history of overtopping, an inadequate spillway, and other issues that may affect the integrity of the dam. Bill Denton was actually present for one of the overtopping incidents. These things are explained in more detail in the attached inspection reports/NODs.

Let us know if you have any other questions,
Lauren

From: Reidy, Patrick <preidy@wakeforestnc.gov>
Sent: Wednesday, February 15, 2023 2:56 PM
To: Garcia, Lauren V <lauren.garcia@ncdenr.gov>
Cc: Sarna, Monica <msarna@wakeforestnc.gov>
Subject: [External] NC Dam - Wake-265

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Lauren,

I'm the Planning Case Manager assigned to a rezoning for the property at 1109 and 1129 Forestville Road in Wake Forest. There is a pond that has had a high dam hazard status (Wake-265) for a number of years, and it is being proposed to be removed as part of the development of the property. There was a Planning Board meeting last night for the rezoning and our Town Board will hear the case next month. The pond and dam were items of high interest. I looked up the Dam Inventory list and it shows that you did an inspection last February. Would you be able to share a report or any additional information regarding the pond/dam and why it would be important for that pond to be removed for a safety standpoint? Feel free to give me a call if you'd like to discuss it more.

Thanks,

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

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MICHAEL S. REGAN
Secretary

WILLIAM E. VINSON
Interim Director

NOTICE OF DEFICIENCY

January 19, 2018

CERTIFIED MAIL
RETURN RECEIPT REQUESTED
7017 0190 0000 9562 5240

Ms. Margaret P. Schepp
1129 Forestville Road
Wake Forest, North Carolina 27587-7601

RE: Marshall Pond Dam #2
WAKE-265-H
Wake County, North Carolina
Neuse River Basin

Dear Ms. Schepp:

The North Carolina Dam Safety Program is charged with administering and enforcing the Dam Safety Law of 1967, as amended, which provides for the certification and inspection of dams in the interest of public health, safety, and welfare, to reduce the risk of failure of dams, to prevent injuries to persons, damage to property, and to insure the maintenance of stream flows.

Our records indicate you are the owner of the referenced dam, which is located off of Forestville Road in Wake Forest, North Carolina. This dam was inspected on November 15, 2017 by personnel of the Land Quality Section. This inspection revealed the conditions outlined below:

1. Trees and bushes are growing on the dam. This type of growth can cause problems and even failure of the dam by creating holes when trees are uprooted due to wind or ice; by leaving possible seepage holes when trees die and their roots decay; and by causing erosion of the dam around this growth should the dam overtop during heavy rains. Therefore, we recommend that this type of growth be removed and a good grass cover be established on the dam. Vegetation was seen on the dam's abutments, crest, along the toe as well as the up and down stream slopes.

All trees less than or equal to six inches in diameter should be promptly removed by cutting flush with the ground surface. Though it is not our policy to allow any tree growth on a dam, it is recommended that all trees with trunks greater than approximately six inches in diameter (at chest height) not be removed without engineering supervision. Removal of such trees that are in poor condition or otherwise pose a threat to the structural integrity of the dam is strongly recommended and may be required. In these cases, approval must be obtained from the Division of Energy, Mineral, and Land Resources prior to removal. For additional guidance regarding the impacts of woody vegetation on dams refer to FEMA Publication 534 "Technical Manual for Dam Owners: Impacts of Plants on Earthen Dams" (you may download this from FEMA at https:www.fema.gov/media-library/assets/documents/1027).

2. The dam's crest varies from an approximate width of three (3) feet or less to eight (8) and is extremely unlevel. From the current water level, the vertical change in elevation is as much as 3-4 feet. Freeboard at the time of inspection, in one area was one (1) foot or less.

3. The primary spillway riser pipe was not located and is assumed to be in-operable. This condition requires the emergency spillway have the potential for constant use, which can result in serious erosion problems. Therefore, we recommend that the pipe be repaired or replaced and a suitable trash guard installed. The design and installation of pipe and the trash guard requires an engineer's supervision and prior approval from this office.

4. Trees and bushes are growing in the emergency spillway. This type of growth restricts the capacity of the emergency spillway to convey water during rainfall events. As a result, the dam itself may overtop during heavy rains. Overtopping can cause failure of the dam due to embankment soil erosion. This growth must be removed from the emergency spillway and a good grass cover be established to prevent soil erosion.

5. There was seepage noted along the toe of the dam where the old stream bed would be located. Excessive seepage can cause failure of dam due to internal erosion and/or embankment sliding. You should inspect the seepage periodically and notify this office if there is an increase in the amount of seepage, discoloration of water or embankment sliding occurs.

6. Several slides, while old and apparently stable were observed. One is in an area with the least freeboard (mentioned in statement #2) beside Forestville Road which might be impacted if the dam were to breach. The other area is on the left side of the downstream slope and is more severe in depth and width. Failure in this area would potentially temporarily flood the downstream property which is currently under development as well as Forestville Road. Forestville Road is a heavily traveled two lane road. It serves as access between the towns of Rolesville and Wake Forest, as well as, the main access to Heritage High School. Forestville Road also provides additional access to Heritage Elementary and Middle Schools on Rogers Road.

7. Muskrats, gophers or other animals appear to be burrowing in various areas of the dam. One area of specific concern has been previously mentioned in statements #2 and #6. If allowed to continue, they could cause sliding and erosion of the dam, or possibly create a pathway for seepage. They should be removed from the pond, and the affected areas of the dam should be repaired and protected against further burrowing.

   Be advised that upstream development has likely increased the amount of run-off into the pond to the extent that the existing spillway system is inadequate. Repairs and /or upgrades of this nature are required to be designed by and installed under the supervision of a qualified engineer with prior approval from the Division of energy, mineral and Land Resources.

The following items pertinent to maintenance and operation of the dam are also recommended.

1. Maintain a ground cover sufficient to restrain accelerated erosion on all earthen portions of the structure. Any maintenance performed on the dam or its related structures that in involve disturbance of canopy or removal of existing ground cover should be immediately stabilized upon completion by a minimum of seed and soil amendments incorporated into a properly prepared seed bed that is covered with anchored straw mulch, a suitable RECP or, if necessary, rip rap.

2. Periodically remove trees less than about six inches in diameter and thick undergrowth from the slopes and crest of the dam. This will serve to (A) prevent the formation of a root system which might significantly increase seepage through the dam which could ultimately result in failure of the structure, (B) reduce the possibility of damage to the dam due to the uprooting of trees by wind or other natural causes, and (C) facilitate ease of inspection and increase the likelihood of early detection of more serious problems connected with the dam.

3. Periodically remove all trees from the emergency spillway. This will reduce the possibility of its capacity being reduced by the entrapment of debris, should it become active.

4. Periodically check the operation of all drain valve facilities. This will insure satisfactory operation of the drains should an emergency situation arise.

5. Periodically monitor the subject dam and appurtenant works with respect to elements affecting its safety. This is in light of the legal duties, obligations, and liabilities arising from the ownership and/or operation of a dam.

During this inspection, we also investigated the potential for property damage and loss of life in the event that your dam fails. This investigation determined that failure of your dam could

result in severe property damage and/or possible loss of life downstream. Therefore, we shall continue to list your dam in the "High Hazard" category.

Please be advised that though we make every reasonable effort to determine the safety of your dam, our resources limit us to surficial inspection. There is no certainty regarding the internal stability of the dam. Dams, and especially their spillways and conduits, deteriorate with age. Therefore, you are advised to keep a close watch on your dam and to notify us if you detect any changes, especially cracks, ground movements, or changes in seepage rate or color.

The North Carolina Dam Safety Program also has a duty to ensure dams under its jurisdiction are constructed, repaired and maintained in a safe manner which provides support to both dam owners and downstream communities that might be impacted by failure of a dam. Any excavations in this dam or major repair work to this dam must be approved by this Office before any work is done. Also, note that this dam may not be breached, meaning the dam may not be drained by cutting a notch in the dam, without prior engineered breach plans being submitted to and approved by this Department.

Tropical weather as well as intense thunderstorms have produced flooding in all geographic regions of North Carolina in the last few years. During such events, dams may be at an increased risk of failure that may potentially result in the loss of life or property damage. Documents called Emergency Action Plans (EAP's) have proven to be very useful in facilitating efficient notification of people downstream of dams. EAP's outline the procedures to be followed when a dam experiences problems due to extreme precipitation, seismic activity, excessive seepage, slides, sinkholes, or other natural hazards that impact dams. The EAP documents the procedures for warning downstream residents and provides guidance regarding when such action may be necessary or prudent. The document may also address other emergency actions such as lowering of the impoundment, that may be taken to decrease the likelihood of a dam failure or lessen the damage due to a failure should it occur.

As a dam owner, you may incur liability for loss of life and downstream property damage if your dam fails. If one has not already been prepared, it is requested that an EAP be developed for your dam. If an EAP has been prepared, but not revised within the past four years, it should be updated. You may wish to retain a professional engineer with experience in developing EAP's to prepare one for your dam. Shell EAP documents for small earthen and concrete dams are provided at the Land Quality Section web site referenced below. Small dams are defined by law as those less than 35 feet in height or with total storage less than 750 acre-feet of volume, whichever criteria determines the larger size classification. The shell EAP documents are provided only as a guide and may not address all required information for the conditions pertaining to your dam and the potentially affected area downstream of your dam.

Two copies of the EAP should be submitted to the Land Quality Section, 1612 Mail Service Center, Raleigh, NC 27699, and a copy should be sent to your County's Emergency Management Director. Additional guidance and information can be found at the following website: www.fema.gov/plan/prevent/damfailure/publications.shtm "FEMA 64 - Federal Guidelines for Dam Safety: Emergency Action Planning for Dam Owners".

For additional assistance you may visit the Land Quality Section web site at www.dlr.enr.state.nc.us. The Land Quality Regional Office may be contacted at 919-791-4200 and the Dam Safety Program in the Land Quality Central Office may be reached at 919-707-9219.

Your cooperation and consideration in maintaining a safe dam is appreciated. If ownership of the dam has changed, or if you are not responsible for the dam, please notify us so that we can update our records. Should you have any questions concerning our inspection, please contact me at (919)791-4200.

Sincerely,

William H. Denton IV

William H. Denton IV, PE
Regional Engineer - RRO

WHD\jd

cc: Raleigh Regional Office File

DAM SAFETY INSPECTION REPORT

Name	County	No.	Inspected By	Date
Marshall Pond Dam #2	Wake	265	Joe Dupree/Kimberly Summers	11/15/2017

Owner	Address	Phone No.
Ms. Margaret P. Schepp	1129 Forestville Road Wake Forest, North Carolina 27587-7601	

Type of Dam ☐Concrete Gravity ☐Concrete Arch ☐Other ☒Embankment ☐Concrete Buttress ☐Stone Masonry

Type of Inspection ☐Initial ☐ Follow up ☒ Periodic ☐ Other

Site Conditions ☐ Wet ☒ Dry ☐ Snow Cover ☐ Other

Hazard Description
Slides, narrow crest with small freeboard & burrows esp. along Forestville Road. New dev. D.S. No P.S. located.

Condition Assessment
☐Satisfactory ☐Fair ☒Poor ☐Unsatisfactory ☐Not rated

Hazard Class
☐ Low (A) ☐Intermediate (B) ☒ High (C)

Remarks

Action
☐None ☒Maintenance ☐Monitoring ☐Minor Repair ☐Engineering

Recommendations
☐Inspection letter ☒Deficiency letter ☐RE notice ☐Engineering study ☐Inspection by RE ☐Inspection by DSE ☐Dam safety order ☐Enforcement ☐Periodic reinspection ☐Other reinspection

AREA	PROBLEMS	COMMENTS
UPSTREAM SLOPE / FACE	☐1. None ☒2. Trees ☒3. High bushes ☐4. Burrows ☐5. Wave erosion ☐6. Livestock damage ☐7. Slides ☐8. Depressions ☐9. Bulges ☐10. Sparse rip rap ☐11. Displaced rip rap ☐12. Cracks ☐13. Undermining ☐14. Holes ☐15. Spalling ☐16. Displaced joints ☐17. Deteriorated joints ☐18. Exposed reinforcement ☐19. Other	COVER: ☐Vegetation ☐Rip rap ☐Concrete ☐Asphalt ☐Other 2, 3.-Cut, remove trees, bushes less than 6" DBH.
TOP OF DAM	☐1. None ☒2. Trees ☒3. High bushes ☐4. Burrows ☐5. Ruts ☐6. Livestock damage ☐7. Depressions ☒8. Unlevel ☐9. Misalignment ☐10. Has overtopped ☐11. Cracks ☐12. Spalling ☐13. Deteriorated joints ☐14. Displaced joints ☐15. Exposed reinforcement ☒16. Other	COVER: ☒Vegetation ☐Gravel ☐Concrete ☐Asphalt ☐Other 2, 3.-Cut, remove trees, bushes less than 6" DBH. 8.-Dam is unlevel. Vertical height varies from 1-4' above current pool. Freeboard in on area next to Forestville Road was less than one foot. 16.-Crest is narrow. Width varies from about 8' down to about 3' or less. One arrea of concern is next to Forestville Road.
DOWNSTREAM SLOPE/ FACE	☐1. None ☒2. Trees ☒3. High bushes ☒4. Burrows ☐5. Erosion ☐6. Livestock damage ☒7. Slides ☐8. Depressions ☐9. Bulges ☐10. Wetness ☐11. Seepage ☐12. Boils ☐13. Cracks ☐14. Holes ☐15. Spalling ☐16. Displaced joints ☐17. Deteriorated joints ☐18. Exposed reinforcement ☐19. Other	COVER: ☒Vegetation ☐Rip rap ☐Concrete ☐Other 2, 3.- Cut, remove trees, bushes less than 6" DBH. 4.-Several location where burrows were observed. One in particular is adjacent to Forestville Road where crest is narrow and has the least freeboard. 7.- Two slides noted, both appeared old and stable but both of concern. One is next to Forestville Road where crest and freeboard is the least and burrows in the D.S. slope were noted.
TOE CONTACT	☐1. None ☐2. Trees ☐3. High bushes ☐4. Burrows ☐5. Erosion ☐6. Livestock damage ☐7. Slides ☐8. Depressions ☐9. Bulges ☒10. Wetness ☒11. Seepage ☐12. Boils ☐13. Cracks ☐14. Holes ☐15. Spalling ☐16. Displaced joints ☐17. Deteriorated joints ☐18. Exposed reinforcement ☐19. Other	COVER: ☒Vegetation ☐Rip rap ☐Concrete ☐Other 10, 11.-Seepage, wetness along toe in area where old stream bed would have been located. Another area on Forestville Road where water was noted but may or may not be from the dam.

Dam No.	Date	Page 2

AREA	PROBLEMS	COMMENTS
ABUTMENT CONTACTS	☐1. None ☒2. Trees ☒3. High bushes ☐4. Burrows ☐5. Erosion ☐6. Livestock damage ☐7. Slides ☐8. Depressions ☐9. Bulges ☐10. Wetness ☐11. Seepage ☐12. Boils ☐13. Cracks ☐14. Holes ☐15. Spalling ☐16. Displaced joints ☐17. Deteriorated joints ☐18. Exposed reinforcement ☐19. Undermining ☐20. Other	COVER: ☒Vegetation ☐Rip rap ☐Concrete ☐Other 2,3.- Cut, remove trees, bushes less than 6" DBH.
PRINCIPAL SPILLWAY	☐1. None ☐2. No trashguard ☐3. Obstructed ☐4. Plugged ☐5. Rusted ☐6. Damaged ☐7. Gates leaking ☐8. Joints leaking ☐9. Cracks ☐10. Joint deterioration ☐11. Joint displacement ☐12. Undermined ☐13. Voids ☐14. Erosion ☐15. Holes ☐16. Conduit collapsed ☐17. Spalling ☐18. Outlet undercutting ☐19. Misalignment ☒20. Other	TYPE/SIZE: 20.- Not located and assumed to be in-operable.
EMERGENCY SPILLWAY	☐1. None ☐2. No ES ☒3. Same as ES ☐4. Obstructed ☐5. Erosion ☐6. Displaced rip rap ☐7. Sparse rip rap ☐8. Joints leaking ☐9. Cracks ☐10. Joint deterioration ☐11. Joint displacement ☐12. Undermined ☐13. Voids ☐14. Holes ☐15. Exposed reinforcement ☐16. Spalling ☐17. Outlet erosion ☐18. Misalignment ☒19. Inadequate capacity ☐20. Other	TYPE/SIZE: Stable V ditch at left abutment. 3.-Currently serving as P.S 19.-Capacity likely inadequate..
DRAINS / OTHER OUTLETS	☐1. None ☐2. No bottom drain ☐3. Bottom drain inoperable ☐4. Subsurface drain dry ☐5. Subsurface drain muddy flow ☐6. Subsurface drain obstructed ☐7. No animal guard ☐8. Other	TYPE:

SKETCHED/COMMENTS:

All trees less than or equal to six inches in diameter should be promptly removed by cutting flush with the ground surface. Though it is not our policy to allow any tree growth on a dam, it is recommended that all trees with trunks greater than approximately six inches in diameter (at chest height) not be removed without engineering supervision. Removal of such trees that are in poor condition or otherwise pose a threat to the structural integrity of the dam is strongly recommended and may be required. In these cases, approval must be obtained from the Division of Energy, Mineral, and Land Resources prior to removal. For additional guidance regarding the impacts of woody vegetation on dams refer to FEMA Publication 534 "Technical Manual for Dam Owners: Impacts of Plants on Earthen Dams" (you may download this from FEMA at https:wwwfema.gov/media-library/assets/documents/1027).

2. The dam's crest (top) varies in width from an approximately three (3) feet or less to eight (8) feet and is not level. One area of past overtopping was about four (4.0) feet across the top and one (1.0) foot in depth. The main area of overtopping which was active at time of inspection was along Forestville Road and was about twenty (20.0) feet across the crest with estimated depth of water between one (1.0) to two (2.0) inches. This area appeared to have been mechanically lowered many years ago. Low points in the dam's crest are particularly undesirable as they tend to concentrate water flow and accelerate erosion of the embankment leading to failure.

3. No primary spillway riser pipe was observed. If one is present is presumed to be inoperable. This condition requires the emergency spillway channel adjacent to the left end of the dam to activate frequently and be subject to accelerated erosion. Engineered repairs are needed. Such repair plans must be prepared by a legally qualified engineer and are subject to review and approval by the State pursuant to 15A NCAC 2K .0201.

4. Trees, tall grasses, and leaves are in the emergency spillway. This restricts the capacity of the emergency spillway to convey outflow during rainfall events. As a result of this restriction to outflow, overtopping of the dam may be exacerbated. Overtopping may cause failure of the dam due to embankment soil erosion. All restrictions to outflow through the emergency spillway must be removed and stabilizing ground cover established.

5. There was seepage noted along the toe of the dam where the old stream bed would be located. Excessive seepage can cause failure of dam due to internal erosion and/or embankment sliding. You should inspect the seepage periodically and notify this office if there is an increase in the amount of seepage, discoloration of water or embankment sliding occurs.

6. Several slides, while old and apparently stable were observed. One is in an area with the least freeboard (mentioned in statement #2) beside Forestville Road which might be impacted if the dam were to breach. The other area is on the left side of the downstream slope and is more severe in depth and width. Failure in this area would temporarily flood

the downstream property which is currently under development as well as Forestville Road. Forestville Road is a heavily traveled roadway which serves as a connector between the towns of Rolesville and Wake Forest, as well as the main access to Heritage High School.

7. Muskrats, gophers or other animals appear to be burrowing in various areas of the dam. Several burrows on the downstream slope in the near the area as previously mentioned in statement #2. If allowed to continue, they could cause sliding and erosion of the dam, or possibly create a pathway for seepage. They should be removed from the pond, and the affected areas of the dam should be repaired and protected against further burrowing.

8. Be advised that upstream development has likely increased the amount of run-off into the pond to the extent that the existing spillway system has inadequate capacity for safe operation of the dam. Repairs and /or upgrades of this nature are required to be designed by and installed under the supervision of a qualified engineer with prior approval from this Division.

These conditions appear serious and justify further engineering study to determine appropriate remedial measures. In the event of a dam failure, human life and significant property would be endangered because of the downstream location of Forestville Road. For this reason, the dam has been classified as high hazard (Class C) as described in 15A NCAC 2K .0105.

To address the safety of this dam, you are directed to retain the services of a registered professional engineer or an experienced engineering firm to make a study of the conditions outlined in this letter. Plans and specifications for repair based on the results of the study must be filed with the Division of Energy, Mineral, and Land Resources for approval pursuant to the North Carolina Administrative Code, Title 15A, Subchapter 2K - Dam Safety (15A NCAC 2K). Two copies of an emergency action plan for this dam shall be submitted to this Division by June 26, 2019.

In addition to the above, the following remedial actions, not requiring design or approval, should be completed by June 25, 2019. These items include the following:

1. Maintain a ground cover sufficient to restrain accelerated erosion on all earthen portions of the structure. Any maintenance performed on the dam or its related structures that in involve disturbance of canopy or removal of existing ground cover should be immediately stabilized upon completion by a minimum of seed and soil amendments incorporated into a properly prepared seed bed that is covered with anchored straw mulch, a suitable RECP or, if necessary, rip rap.

2. Periodically remove trees less than about six inches in diameter and thick undergrowth from the slopes and crest of the dam. This will serve to (A) prevent the formation of a root system which might significantly increase seepage through the dam which could ultimately result in failure of the structure, (B) reduce the possibility of damage to the dam due to the

uprooting of trees by wind or other natural causes, and (C) facilitate ease of inspection and increase the likelihood of early detection of more serious problems connected with the dam.

3. Periodically remove all trees from the emergency spillway. This will reduce the possibility of its capacity being reduced by the entrapment of debris, should it become active.

4. Periodically monitor the subject dam and appurtenant works with respect to elements affecting its safety. This is in light of the legal duties, obligations, and liabilities arising from the ownership and/or operation of a dam.

Our records indicate that no Emergency Action Plan (EAP) has been filed for the subject high hazard dam. Two copies of the EAP shall be submitted to the Division of Energy, Mineral, and Land Resources for review and approval. North Carolina has adopted an EAP template for owners of high hazard dams. The template and associated guidance can be obtained by visiting the Dam Safety Program website (https://deq.nc.gov/about/divisions/energy-mineral-land-resources/energy-mineral-land-permits/dam-safety).

Please contact us at (919) 791-4200 to advise us of your intended action in this matter. If we do not receive notification on or before June 25, 2019, we may present the case information for appropriate enforcement action. Enforcement action could include a civil penalty of up to $500.00 per day of violation, and/or issuance of a Dam Safety Order requiring the repair or removal of this dam, and/or injunctive relief to gain compliance.

Sincerely,

William H. Denton IV

William H. Denton, IV, PE
DEMLR Regional Engineer - RRO

WHD/jad

cc: Rick Bolich, DWR Raleigh Regional Office
DEMLR Raleigh Regional Office File

ROY COOPER
Governor
ELIZABETH S. BISER
Secretary
BRIAN WRENN
Director

NORTH CAROLINA
Environmental Quality

NOTICE OF DEFICIENCY

March 1, 2022

CERTIFIED MAIL 7017 2680 0000 2237 0023
RETURN RECEIPT REQUESTED

Optimal Equity Group LLC
Attn: Robert Shaar, Registered Agent
924 Evening Snow Street
Wake Forest, NC 27587

RE: Marshall Pond #2/WAKE-265
Wake County, North Carolina
Neuse River Basin

Dear Mr. Shaar:

The Dam Safety Law of 1967 provides for the certification and inspection of dams in the interest of public health, safety, and welfare, in order to reduce the risk of failure of dams, to prevent injuries to persons, damage to downstream property, and to ensure the maintenance of stream flows.

An inspection of the referenced dam was conducted on February 15, 2022, by staff of the Division of Energy, Mineral, and Land Resources (DEMLR) Raleigh Regional Office. During this inspection, the following conditions were noted:

1. Trees and bushes are growing on the dam. This type of growth can cause problems and even failure of the dam by creating holes when trees are uprooted due to wind or ice; by leaving possible seepage holes when trees die and their roots decay; and by causing erosion of the dam around this growth should the dam overtop during heavy rains. Therefore, we recommend that this type of growth be removed and a good grass cover be established on the dam. Vegetation was seen on the dam's abutments, crest, along the toe as well as the up and down stream slopes.

All trees less than or equal to six inches in diameter should be promptly removed by cutting flush with the ground surface. Though it is not our policy to allow any tree growth on a dam, it is recommended that all trees with trunks greater than approximately six inches in diameter (at chest height) not be removed without engineering supervision. Removal of such trees that are in poor condition or otherwise pose a threat to the structural integrity of the dam is strongly recommended and may be required. In these cases, approval must be obtained from the Division of Energy, Mineral, and Land Resources prior to removal. For additional guidance regarding the impacts of woody vegetation on dams refer to FEMA Publication 534 "Technical Manual for Dam Owners: Impacts of Plants on Earthen Dams" (you may download this from FEMA at https:wwwfema.gov/media-library/assets/documents/1027).

2. The dam's crest (top) varies in width from an approximately three (3) feet or less to eight (8) feet and is not level. One area of past overtopping was about four (4.0) feet across the top and one (1.0) foot in depth. The main area of overtopping which was active at time of inspection was along Forestville Road and was about twenty (20.0) feet across the crest with estimated depth of water between one (1.0) to two (2.0) inches. This area appeared to have been mechanically lowered many years ago. Low points in the dam's crest are particularly undesirable as they tend to concentrate water flow and accelerate erosion of the embankment leading to failure.

3. No primary spillway riser pipe was observed. If one is present is presumed to be inoperable. This condition requires the emergency spillway channel adjacent to the left end of the dam to activate frequently and be subject to accelerated erosion. Engineered repairs are needed. Such repair plans must be prepared by a legally qualified engineer and are subject to review and approval by the State pursuant to 15A NCAC 2K .0201.

4. Trees, tall grasses, and leaves are in the emergency spillway. This restricts the capacity of the emergency spillway to convey outflow during rainfall events. As a result of this restriction to outflow, overtopping of the dam may be exacerbated. Overtopping may cause failure of the dam due to embankment soil erosion. All restrictions to outflow through the emergency spillway must be removed and stabilizing ground cover established.

5. There was seepage noted along the toe of the dam where the old stream bed would be located. Excessive seepage can cause failure of dam due to internal erosion and/or embankment sliding. You should inspect the seepage periodically and notify this office if there is an increase in the amount of seepage, discoloration of water or embankment sliding occurs.

6. Several slides, while old and apparently stable were observed. One is in an area with the least freeboard (mentioned in statement #2) beside Forestville Road which might be impacted if the dam were to breach. The other area is on the left side of the downstream slope and is more severe in depth and width. Failure in this area would temporarily flood the downstream property which is currently under development as well as Forestville Road. Forestville Road is a heavily traveled roadway which serves as a connector between the towns of Rolesville and Wake Forest, as well as the main access to Heritage High School.

7. Muskrats, gophers, or other animals appear to be burrowing in various areas of the dam. Several burrows on the downstream slope in the near the area as previously mentioned in statement #2. If allowed to continue, they could cause sliding and erosion of the dam, or possibly create a pathway for seepage. They should be removed from the pond, and the affected areas of the dam should be repaired and protected against further burrowing.

8. Be advised that upstream development has likely increased the amount of run-off into the pond to the extent that the existing spillway system has inadequate capacity for safe operation of the dam. Repairs and /or upgrades of this nature are required to be designed by and installed under the supervision of a qualified engineer with prior approval from this Division.

These conditions appear serious and justify further engineering study to determine appropriate remedial measures. In the event of a dam failure, human life and significant property would be endangered because of the downstream location of Forestville Road. For this reason, the dam has been classified as high hazard under 15A NCAC 02K .0105.

In order to ensure the safety of this dam, you are directed to retain the services of a registered professional engineer or an experienced engineering firm to make a study of the conditions outlined in this letter. Plans and specifications for repair based on the results of the study must be filed with the Division of Energy, Mineral, and Land Resources for approval pursuant to the North Carolina Administrative Code, Title 15A, Subchapter 2K - Dam Safety (15A NCAC 2K). Two copies of an emergency action plan for this dam shall be submitted to this office by June 30, 2022.

In addition to the above, the following remedial actions, not requiring design or approval, should be completed by June 30, 2022. These items include the following:

1. Maintain a ground cover sufficient to restrain accelerated erosion on all earthen portions of the structure. Any maintenance performed on the dam or its related structures that in involve disturbance of canopy or removal of existing ground cover

should be immediately stabilized upon completion by a minimum of seed and soil amendments incorporated into a properly prepared seed bed that is covered with anchored straw mulch, a suitable RECP or, if necessary, rip rap.

2. Periodically remove trees less than about six inches in diameter and thick undergrowth from the slopes and crest of the dam. This will serve to (A) prevent the formation of a root system which might significantly increase seepage through the dam which could ultimately result in failure of the structure, (B) reduce the possibility of damage to the dam due to the uprooting of trees by wind or other natural causes, and (C) facilitate ease of inspection and increase the likelihood of early detection of more serious problems connected with the dam.

3. Periodically remove all trees from the emergency spillway. This will reduce the possibility of its capacity being reduced by the entrapment of debris, should it become active.

4. Periodically monitor the subject dam and appurtenant works with respect to elements affecting its safety. This is in light of the legal duties, obligations, and liabilities arising from the ownership and/or operation of a dam.

An updated emergency action plan will be required for this dam if one is not already on file. If an existing EAP has not been updated in the past year, the downstream hazards shall be checked and all contact information should be verified. Two copies of the EAP shall be submitted to the Division of Energy, Mineral, and Land Resources, and a copy shall be provided to the local emergency management office. North Carolina has recently completed and adopted an EAP template for owners of high hazard dams. The template and associated guidance can be obtained by visiting the Dam Safety Program website (https://deq.nc.gov/about/divisions/energy-mineral-land-resources/energy-mineral-land-permits/dam-safety).

Please contact us at (919) 791-4200 to advise us of your intended action in this matter. If we do not receive notification on or before June 30, 2022, we may present the case information for appropriate enforcement action. Enforcement action could include a civil penalty of up to $500.00 per day of violation, and/or issuance of a Dam Safety Order requiring the repair or removal of this dam, and/or injunctive relief to gain compliance.

Sincerely,

William H. Denton IV

William H. Denton, IV, PE
Regional Engineer

DEMLR – Land Quality Section

WHD/ltg

cc: Scott Vinson, Water Quality Regional Supervisor
Raleigh Regional Office File

DAM SAFETY INSPECTION REPORT

Name	County	No.	Inspected By	Date
Marshall Pond #2	Wake	265	Lauren Garcia	02/15/2022

Owner	Address	Phone No.
Optimal Equity Group LLC; Robert Shaar	924 Evening Snow Street, Wake Forest, NC 27587	

Type of Dam: ☐ Concrete Gravity ☐ Concrete Arch ☐ Other ☒ Embankment ☐ Concrete Buttress ☐ Stone Masonry

Type of Inspection: ☐ Initial ☐ Follow up ☒ Periodic ☐ Other

Site Conditions: ☐ Wet ☐ Dry ☐ Snow Cover ☐ Other

Hazard Description: Forestville Road (SR 2049)

Condition Assessment: ☐ Satisfactory ☐ Fair ☒ Poor ☐ Unsatisfactory ☐ Not rated

Hazard Class: ☐ Low (A) ☐ Intermediate (B) ☒ High (C)

Remarks: Notice of Deficiency Issued

Action: ☐ None ☒ Maintenance ☐ Monitoring ☒ Minor Repair ☐ Engineering

Recommendations: ☐ Inspection letter ☒ Deficiency letter ☐ RE notice ☐ Engineering study ☐ Inspection by RE ☐ Inspection by DSE ☐ Dam safety order ☐ Enforcement ☐ Periodic reinspection ☐ Other reinspection

AREA	PROBLEMS	COMMENTS
UPSTREAM SLOPE / FACE	☐ 1. None ☒ 2. Trees ☒ 3. High bushes ☐ 4. Burrows ☒ 5. Wave erosion ☐ 6. Livestock damage ☐ 7. Slides ☐ 8. Depressions ☐ 9. Bulges ☐ 10. Sparse rip rap ☐ 11. Displaced rip rap ☐ 12. Cracks ☐ 13. Undermining ☒ 14. Holes ☐ 15. Spalling ☐ 16. Displaced joints ☐ 17. Deteriorated joints ☐ 18. Exposed reinforcement ☐ 19. Other	COVER: ☒ Vegetation ☐ Rip rap ☐ Concrete ☐ Asphalt ☐ Other Trees/bushes Wave erosion Holes Dead and downed trees
TOP OF DAM	☐ 1. None ☒ 2. Trees ☒ 3. High bushes ☐ 4. Burrows ☐ 5. Ruts ☐ 6. Livestock damage ☒ 7. Depressions ☐ 8. Unlevel ☐ 9. Misalignment ☒ 10. Has overtopped ☐ 11. Cracks ☐ 12. Spalling ☐ 13. Deteriorated joints ☐ 14. Displaced joints ☐ 15. Exposed reinforcement ☐ 16. Other	COVER: ☒ Vegetation ☐ Gravel ☐ Concrete ☐ Asphalt ☐ Other Trees/bushes - heavily overgrown Uneven Evidence of overtopping Obstructed by vines
DOWNSTREAM SLOPE/ FACE	☐ 1. None ☒ 2. Trees ☒ 3. High bushes ☐ 4. Burrows ☐ 5. Erosion ☐ 6. Livestock damage ☐ 7. Slides ☐ 8. Depressions ☐ 9. Bulges ☐ 10. Wetness ☐ 11. Seepage ☐ 12. Boils ☐ 13. Cracks ☐ 14. Holes ☐ 15. Spalling ☐ 16. Displaced joints ☐ 17. Deteriorated joints ☐ 18. Exposed reinforcement ☐ 19. Other	COVER: ☒ Vegetation ☐ Rip rap ☐ Concrete ☐ Other Trees/bushes - heavily overgrown Holes from dead trees Vines 1 to 1 slope, very steep
TOE CONTACT	☐ 1. None ☒ 2. Trees ☒ 3. High bushes ☐ 4. Burrows ☐ 5. Erosion ☐ 6. Livestock damage ☐ 7. Slides ☐ 8. Depressions ☐ 9. Bulges ☐ 10. Wetness ☒ 11. Seepage ☐ 12. Boils ☐ 13. Cracks ☒ 14. Holes ☐ 15. Spalling ☐ 16. Displaced joints ☐ 17. Deteriorated joints ☐ 18. Exposed reinforcement ☐ 19. Other	COVER: ☒ Vegetation ☐ Rip rap ☐ Concrete ☐ Other Trees/bushes - overgrown Seepage and wetness

Dam No.	Date	Page 2

AREA	PROBLEMS	COMMENTS
ABUTMENT CONTACTS	☐ 1. None ☒ 2. Trees ☒ 3. High bushes ☐ 4. Burrows ☐ 5. Erosion ☐ 6. Livestock damage ☐ 7. Slides ☐ 8. Depressions ☐ 9. Bulges ☐ 10. Wetness ☐ 11. Seepage ☐ 12. Boils ☐ 13. Cracks ☐ 14. Holes ☐ 15. Spalling ☐ 16. Displaced joints ☐ 17. Deteriorated joints ☐ 18. Exposed reinforcement ☐ 19. Undermining ☐ 20. Other	COVER: ☒ Vegetation ☐ Rip rap ☐ Concrete ☐ Other Trees/bushes
PRINCIPAL SPILLWAY	☐ 1. None ☐ 2. No trashguard ☐ 3. Obstructed ☐ 4. Plugged ☐ 5. Rusted ☐ 6. Damaged ☐ 7. Gates leaking ☐ 8. Joints leaking ☐ 9. Cracks ☐ 10. Joint deterioration ☐ 11. Joint displacement ☐ 12. Undermined ☐ 13. Voids ☐ 14. Erosion ☐ 15. Holes ☐ 16. Conduit collapsed ☐ 17. Spalling ☐ 18. Outlet undercutting ☐ 19. Misalignment ☒ 20. Other	TYPE/SIZE: Inlet and outlet not found during inspection
EMERGENCY SPILLWAY	☐ 1. None ☐ 2. No ES ☐ 3. Same as PS ☒ 4. Obstructed ☒ 5. Erosion ☐ 6. Displaced rip rap ☐ 7. Sparse rip rap ☐ 8. Joints leaking ☐ 9. Cracks ☐ 10. Joint deterioration ☐ 11. Joint displacement ☐ 12. Undermined ☐ 13. Voids ☐ 14. Holes ☐ 15. Exposed reinforcement ☐ 16. Spalling ☐ 17. Outlet erosion ☐ 18. Misalignment ☒ 19. Inadequate capacity ☐ 20. Other	TYPE/SIZE: Earthen channel Obstructed with vegetation Eroding
DRAINS / OTHER OUTLETS	☒ 1. None ☐ 2. No bottom drain ☐ 3. Bottom drain inoperable ☐ 4. Subsurface drain dry ☐ 5. Subsurface drain muddy flow ☐ 6. Subsurface drain obstructed ☐ 7. No animal guard ☐ 8. Other	TYPE:

SKETCHED/COMMENTS:

FORESTVILLE ROAD TOWNHOMES

MASTER SUBDIVISION PLAN

SD-21-15, RZ-21-11

WAKE FOREST, NORTH CAROLINA

RECOMMENDATION FOR APPROVAL BY THE WAKE FOREST PLANNING AND ZONING BOARD

DATE: _____

APPROVAL BY THE WAKE FOREST BOARD OF COMMISSIONERS

DATE: _____

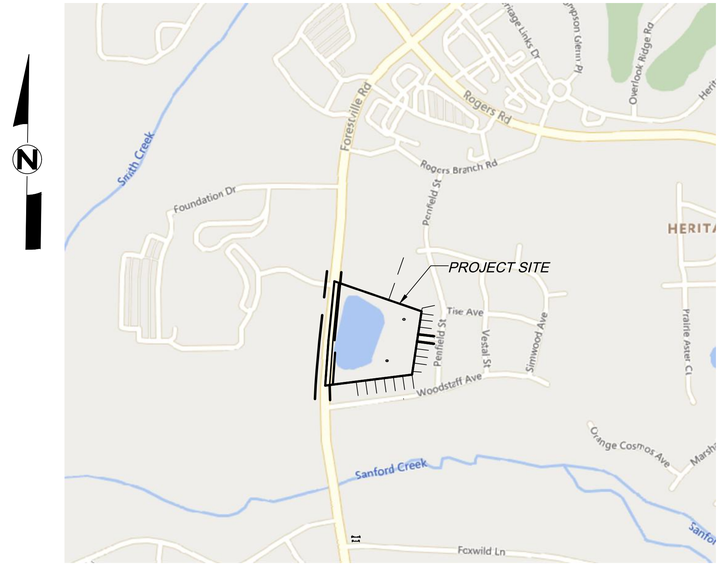
PROJECT STATISTICS

PROPERTY DEVELOPER: OPTIMA EQUITY GROUP, LLC

SITE INFORMATION	
JURISDICTION	WAKE COUNTY
EXISTING ZONE	R-30 WAKE COUNTY
EXISTING USE	SINGLE FAMILY RESIDENTIAL
PROPOSED ZONE	RMX
PROPOSED USE	TOWNHOMES
MAXIMUM OVERALL DENSITY	7.9 DU/AC
PINS	1749672831, 1749670589
SITE AREA	7.7 AC
EXISTING USE	RESIDENTIAL
RIVER BASIN	NEUSE
WATERSHED	NEUSE
FEMA FLOOD PANEL	3720174900J
SPECIAL FLOOD HAZARD	NO
LOT & PARKING INFORMATION	
PROPOSED NUMBER OF LOTS	61
MINIMUM LOT SIZE	1870 S.F.
MAXIMUM LOT SIZE	2550
PARKING REQUIREMENT	1.8 PARKING SPACES PER UNIT NEEDED 110 PARKING SPACES REQUIRED 128 SPACES PROPOSED
BIKE SPACES	2 BIKE SPACES PER 40 AUTO SPACES NEEDED. 6.4 ARE REQUIRED. 7 PROPOSED
DIMENSIONAL CRITERIA	
MINIMUM LOT AREA	1870 S.F.
PERIMETER BUFFER	SOUTH AND EAST LINES REQUIRE TYPE C
FRONT SETBACK	10' MAX
STREET SIDE YARD	5' MINIMUM – 10' MAX
SIDE YARD SETBACK	NONE
REAR SETBACK AT GARAGE	5' MIN – 20' MAX
MAXIMUM BUILDING HEIGHT	40'
NUMBER OF STORIES PER UNIT	2 STORIES
MINIMUM BUILDING SEPARATION FOR ATTACHED	0'
BUILDING SEPARATION FOR INTERIOR END UNITS	10'
AREA CALCULATIONS	
EXISTING GROSS SITE AREA	7.701 AC
DEDICATION TO FORESTVILLE ROAD	32,930.87 – 0.756 AC
PROPOSED NET SITE AREA	324,119.79 – 7.441 AC
INTERNAL PUBLIC RIGHT OF WAYS	79,093.5 SF – 1.816 AC
PRIVATE EASEMENTS FOR DRIVEWAYS AND PARKING	33,226.45 – 0.751 AC
TOWNHOUSE LOTS	122,319.60 SF – 2.808 AC
OPEN SPACE (LANDSCAPING)	47,210.84 SF – 1.084 AC
LANDSCAPING BUFFER	34,658.97 SF – 0.796 AC
PARK SPACE	8,103 SF – 0.186 AC

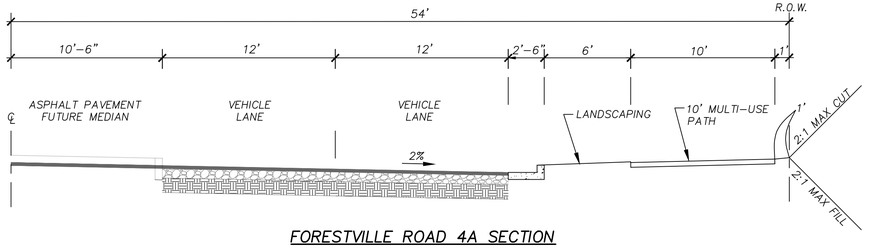
OPEN SPACE REQUIREMENTS	
OPEN SPACE REQUIRED	5% OF GROSS SITE = 335,463 SF X 0.05 = 16,773 SF (0.385 AC)
OPEN SPACE PROVIDED	47,210.84 SF = 1.084 AC
PARK SPACE REQUIRED	2% OF GROSS SITE = 6,709 SF – 0.154AC
PARK SPACE PROVIDED	8,103 SF – 0.186 AC
ACTIVE OPEN SPACE REQUIRED	25% OF PROVIDED PARK SPACE REQ. = 8,103 SF X 25% = 2,025 SF – 0.047 AC
ACTIVE OPEN SPACE PROVIDED	5,809 SF – 0.133 AC

IMPERVIOUS AREA CALCULCATIONS	
GROSS SITE AREA	7.701 AC
MAXIMUM ALLOWED IMPERVIOUS SURFACE	%70 OF 7.701 AC = 5.39 (234,788 SF)
AC PAVEMENT	69,922.98 SF – 1.605 AC
TOWNHOMES AT 90% IMPERVIOUS	110,087.6 – 2.527 AC
CONCRETE & FLATWORK	14,000 – 0.321 AC
TOTAL IMPERVIOUS	194,010.6 SF – 4.454 AC
IMPERVIOUS PERCENTAGE	194,234/335,455 = 57.8% IMPERVIOUS



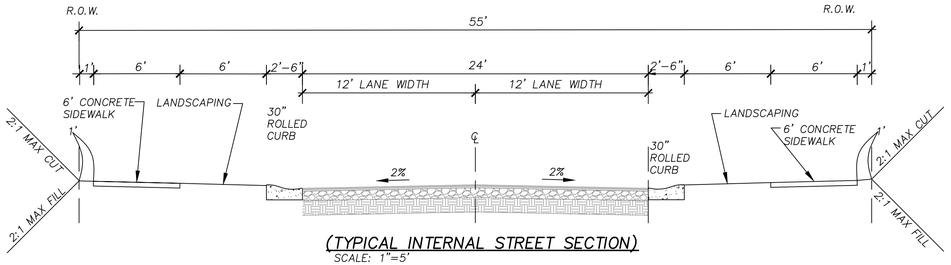
VICINITY MAP

SCALE: 1"=500'



FORESTVILLE ROAD 4A SECTION

SCALE: 1"=5'



(TYPICAL INTERNAL STREET SECTION)

SCALE: 1"=5'

SHEET INDEX

PROPERTY DEVELOPER

SHEET #	TOWN OF WAKE FOREST
C-1	COVER SHEET
C-2	EXISTING CONDITIONS
C-3	SUBDIVISION MASTER PLAN
C-4	PRELIMINARY GRADING AND DRAINAGE
C-5	UTIILITIES
C-6	EROSION CONTROL PLAN
C-7	LANDSCAPE PLANS

ESTIMATED IMPROVEMENT QUANTITIES	
55' RIGHT-OF-WAY	80,781.86
20' AC ALLEYWAY	32,733 SF
CONCRETE SIDEWALKS	16,471.79 SF
CURB AND GUTTER	2,556 LF

GENERAL NOTES:

1. BOUNDARY INFORMATION IS TAKEN FROM A SURVEY DONE BY CMP PROFESSIONAL LAND SURVEYORS.
2. SITE TOPOGRAPHIC INFORMATION IS TAKEN FROM WAKE COUNTY GIS DATA.
3. SITE TOPOGRAPHIC INFORMATION FOR AREAS OUTSIDE OF SITE ARE TAKEN FROM WAKE COUNTY GIS DATA.
4. 100 YEAR FLOOD LOCATION IS APPROXIMATE FROM FEMA FLOOD PANEL 3720174900J. EFFECTIVE DATE OF MAY 2, 2006.
5. ALL MATERIALS AND CONSTRUCTION SHALL BE IN ACCORDANCE WITH CITY OF WAKE FOREST OR CITY OF RALEIGH AND NCDOT SPECIFICATIONS.
6. THERE WILL BE NO CONSTRUCTION PRIOR TO CONSTRUCTION PLAN APPROVAL AND PERMIT ISSUANCE BY APPROPRIATE JURISDICTION.
7. EXISTING UTILITIES SHOWN ARE APPROXIMATE AND ARE TO BE VERIFIED BY THE CONTRACTOR PRIOR TO EXCAVATION.
8. AREA IN WATERSHED BASED ON WAKE COUNTY GIS DATA.
9. THIS DOCUMENT IS BEING PROVIDED TO DEFINE THE MINIMUM COMPLIANCE WITH THE TOWN OF WAKE FOREST PUD ZONING DISTRICT COMPLIANCE.
10. A LIGHTING PLAN SHALL BE REQUIRED FOR ALL PHASES DURING CONSTRUCTION PLAN REVIEW. A MINIMUM OF 25 FEET OF SEPARATION SHALL BE REQUIRED BETWEEEN LIGHT POLES, STREET TREES, AND SIGNAGE.

DEVELOPER:

OPTIMA EQUITY GROUP, LLC
924 EVENING SNOW ST
WAKE FOREST, NC 27587

PLANS PREPARED BY :

CAROLINA LAND DESIGN, PLLC
300 S. MAIN STREET SUITE 212
HOLLY SPRINGS, NC 27540

OWNERS CERTIFICATE
OWNER HEREBY CERTIFIES AND AGREES TO TAKE SUCH ACTION AS MAY BE REQUIRED BY THE TOWN OF WAKE FOREST TO CORRECT ANY ERRORS, OMISSIONS OR NON-COMPLIANCE WITH TOWN STANDARDS, AND/OR CONDITIONS DESCRIBED IN THE CONSTRUCTION PLAT, INCLUDING RESUBMISSION OR RE-EXECUTION OF THIS PLAN WITH THE APPROPRIATE CORRECTIONS AND/OR REVISIONS.

OWNER _____ DATE _____

CONTRACTORS SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL EXISTING UTILITIES PRIOR TO THE BEGINNING OF ANY EXCAVATION EXISTING UTILITIES HOWN HEREON ARE APPROXIMATE AND ARE NOT SHOWN.

NOTE: ALL CONSTRUCTION TO BE IN ACCORDANCE WITH ALL TOWN OF WAKE FOREST CITY OF RALEIGH AND/OR NCDOT STANDARDS AND SPECIFICATIONS.

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 49931 WILLIAM HUYLER

PRELIMINARY FOR REVIEW ONLY

FORESTVILLE ROAD SUBDIVISION
1109–1129 FORESTVILLE ROAD
WAKE FOREST, NC

SCALE:	1"=40'
DATE:	1/19/2023
PROJECT NUMBER:	SD-21-15, RZ-21-11
CLIENT:	ROBERT SHAAR
PLAN TYPE:	MASTER SITE PLAN

TITLE SHEET

REVISIONS

CAROLINA LAND DESIGN
CIVIL ENGINEERING · PLANNING & CONSULTING
300 S. MAIN STREET SUITE 212, HOLLY SPRINGS NC, 27540
PH. (760) 791-2204 WILL@CAROLINALANDDESIGN.COM FIRM# P-2390

FORESTVILLE ROAD TOWNHOMES

Sheet 1 OF 7 Sheets

CASE NUMBER RZ-21-11

PROPOSED LEGEND

AREA OF POND TO BE FILLED IN

EXISTING TREE TO BE REMOVED

EXISTING TREE TO REMAIN

EXISTING TREE DISPOSITION LIST

ID	COMMON NAME	DBH (IN)	DISPOSITION
1	OAK	20	REMOVE
2	CEDAR	13	REMOVE
3	PINE	23	KEEP
4–7	CEDAR	9,11,12,12	REMOVE
8–11	CEDAR	10,10,13,18	REMOVE
12	CEDAR	24	REMOVE
13–17	CEDAR	10,14,13,14,15	REMOVE
18–22	CEDAR	12,9,12,22,12	REMOVE
23	PINE	29	REMOVE
24	MAPLE	19	KEEP
25	CEDAR	9	KEEP
26	PINE	26	REMOVE
27	MAPLE	20	REMOVE
28–32	PINE	19,25,24,19,21	REMOVE
33	MAPLE	19	KEEP
34–35	PINE	24,22	REMOVE
36	CEDAR	8	REMOVE
37	OAK	24	REMOVE
38–40	PINE	24,21,19	REMOVE
41	PINE	25	REMOVE
42	OAK	19	REMOVE
43	CDDAR	8	REMOVE
44–48	PINE	21,26,21,21,19	REMOVE
49–53	PINE	21,18,20,25,25	REMOVE
54	CEAR	16	REMOVE
55	PINE	21	REMOVE

ID	COMMON NAME	DBH (IN)	DISPOSITION
56	HACKBERRY	27	REMOVE
57	CEDAR	10	KEEP
58	TSUGA CAROLINIANA	9	REMOVE
59	TSUGA CAROLINIANA	9	REMOVE
60	HICKORY	24	REMOVE
61	OAK	38	REMOVE
62	MAPLE	24	REMOVE
63	MAPLE	19	REMOVE
64	OAK	19	REMOVE
65	WALNUT	20	REMOVE
66	OAK	24	REMOVE
67	OAK	31	REMOVE
68	OAK	51	REMOVE
69	OAK	19	REMOVE
70	OAK	36	REMOVE
71	OAK	35	REMOVE
72–73	OAK	24,25	REMOVE
74	OAK	22	REMOVE
75	BRADFORD PEAR	18	REMOVE
76	TSUGA CAROLINIANA	9	KEEP
77	OAK	47	REMOVE
78	MAPLE	20	REMOVE
79	CEDAR	20	REMOVE
80	OAK	19	REMOVE
81	CEDAR	29	REMOVE
82	PINE	26,19	REMOVE
83	PINE	19	REMOVE

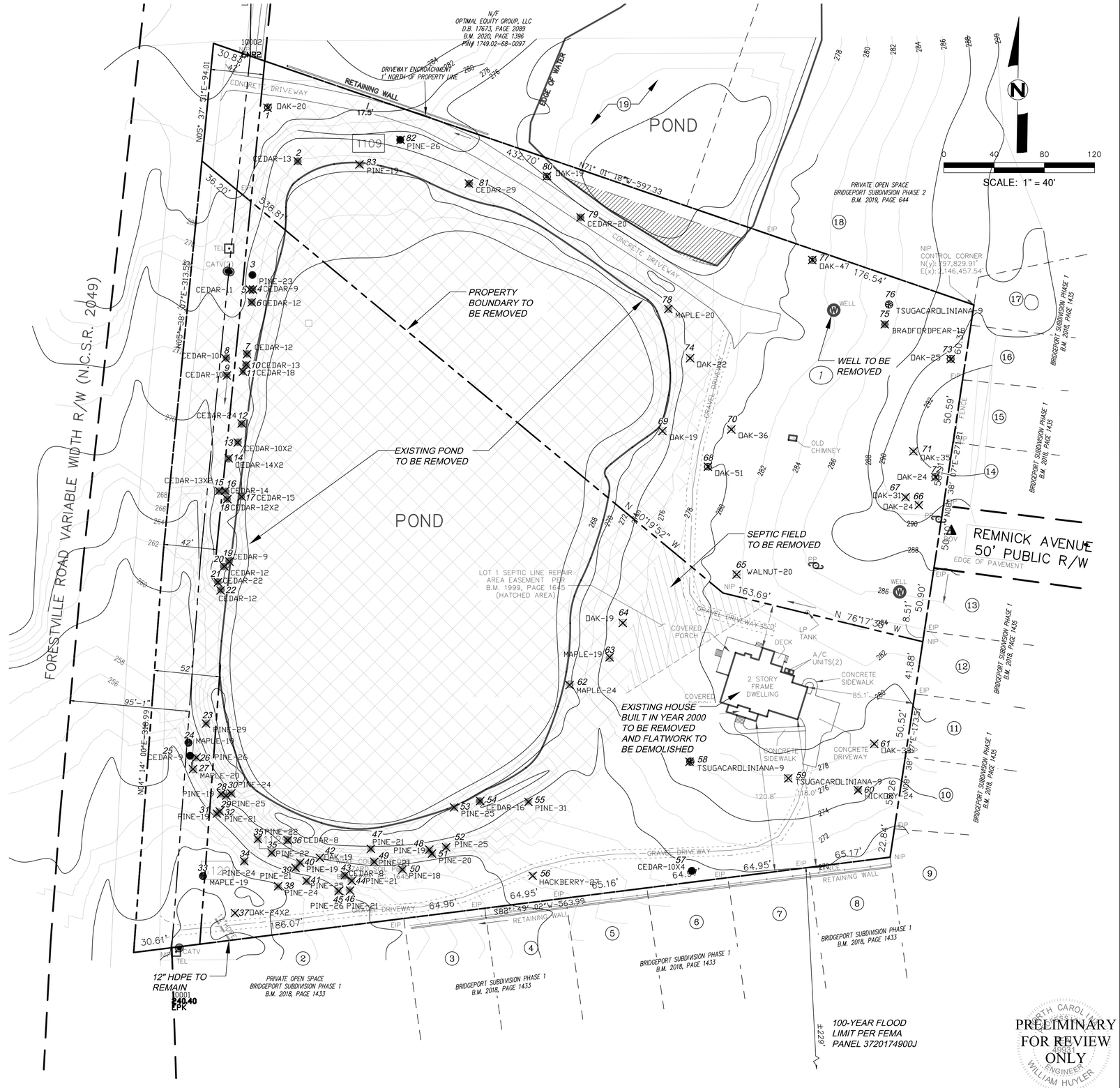
LIST OF ADJACENT PROPERTY OWNERS

ID	PIN	REAL ID	OWNER	BOOK	PAGE	ACRES	SITE ADDRESS	LAND CLASS	ZONING
1	1749477456	266710	WAKE COUNTY BOARD OF EDUCATION	13625	1724	93.84	1150 FORESTVILLE RD	EXEMPT	GR3
2	1749579226	459280	STROUD–WAKE FOREST LP	16902	1059	0.53	101 WOODSTAFF AVE	HOA	GR5 CD RZ 16–10
3	1749670248	459231	BEAZER HOMES LLC	17194	0644	0.19	109 WOODSTAFF AVE	HOA	GR5 CD RZ 16–10
4	1749671209	459235	BEAZER HOMES LLC	17194	0649	0.19	113 WOODSTAFF AVE	HOA	GR5 CD RZ 16–10
5	1749671279	459236	BEAZER HOMES LLC	18393	366	0.19	117 WOODSTAFF AVE	HOA	GR5 CD RZ 16–10
6	1749672330	459237	SHERIAN, CURTIS LEE SHERIAN, BESSIE	17542	1015	0.19	121 WOODSTAFF AVE	HOA	GR5 CD RZ 16–10
7	1749673301	459238	GURLEY, DAVID GURLEY, MELISSSA	17394	1864	0.18	125 WOODSTAFF AVE	HOA	GR5 CD RZ 16–10
8	1749673362	459239	GLENN, KIMBERLY GLENN, JAMES MICHAEL	17923	1314	0.18	129 WOODSTAFF AVE	HOA	GR5 CD RZ 16–10
9	1749674334	459240	AMO, ALEXANDER AMO, LADY VANNESA	17703	1781	0.21	133 WOODSTAFF AVE	HOA	GR5 CD RZ 16–10
10	1749674463	459259	WASEM, VICTORIA AMY	18103	2139	0.18	6656 PENFIELD ST	RES < 10 AC	RMX CD RZ 16–10
11	1749674478	459260	AYADURAI, SAM FERNIX DAVID JOSEPH AND MAGDALENE GEETHA	18265	1034	0.17	6652 PENFIELD ST	RES < 10 AC	RMX CD RZ 16–10
12	1749674583	459261	NASERI, MOOHAMMAD BASIR NASERI, MUHAJIRAH	18017	857	0.16	6648 PENFIELD ST	RES < 10 AC	RMX CD RZ 16–10
13	1749674598	459262	CLAVIJO, LEONOR CABALLERO, VICTOR HUGO SANDOVAL	18214	2467	0.17	6644 PENFIELD ST	RES < 10 AC	RMX CD RZ 16–10
14	1749675608	459263	KANG, DONGCHEUL PARK, YOUNGMI	17799	187	0.15	6640 PENFIELD ST	RES < 10 AC	RMX CD RZ 16–10
15	1749675713	459264	GROVES, HEATHER L GROVES, JEREMY C	17819	136	0.15	6636 PENFIELD ST	RES < 10 AC	RMX CD RZ 16–10
16	1749675718	459265	BRICENO, OSCAR J ROZO PERMODO, FRANCYS SAAVEDRA	17974	1595	0.15	6632 PENFIELD ST	RES < 10 AC	RMX CD RZ 16–10
17	1749675834	459266	ANDERSON, DOREEN	17842	1015	0.17	6628 PENFIELD ST	RES < 10 AC	RMX CD RZ 16–10
18	1749673958	466684	STROUD – WAKE FOREST LP	16902	1059	1.09	0 SIMWOOD AVE	HOA	RMX CD RZ 16–10
19	1749680097	135865	OPTIMAL EQUITY GROUP LLC	17673	02089	2.13	1021 FORESTVILLE RD	COMMERCIAL	NB CD RZ–17–13

* TREE SURVEY CONDUCTED ON JULY 28TH 2021 BY CAWTHORNE MOSS & PANCIERA

EXISTING TOPOGRAPHY

EXISTING TOPOGRAPHY HAS BEEN TAKEN FROM 2017 WAKE COUNTY TOPO MAPS. THE BOUNDARY AND STRUCTURE SURVEY WAS CONDUCTED BY CAWTHORN, MOSS AND PANCIERA DATED: 7/30/2021



PRELIMINARY FOR REVIEW ONLY

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 49931 WILLIAM HUYLER

FORESTVILLE ROAD SUBDIVISION
1109–1129 FORESTVILLE ROAD
WAKE FOREST, NC

SCALE:	1"=40'
DATE:	10/12/2021
PROJECT NUMBER:	SD–21–15, RZ–21–11
CLIENT:	ROBERT SHAAR
PLAN TYPE:	MASTER SITE PLAN

EXISTING CONDITIONS

REVISIONS

CAROLINA LAND DESIGN
CIVIL ENGINEERING • PLANNING & CONSULTING
300 S. MAIN STREET SUITE 212, HOLLY SPRINGS NC, 27540
PH. (760) 791–2204 WILL@CAROLINALANDDESIGN.COM FIRM# P–2390

FORESTVILLE ROAD TOWNHOMES

Sheet 2 OF 7 Sheets

CASE NUMBER XXXXXX

PROPOSED LEGEND

- SETBACK LINE
- CURB AND GUTTER
- SIDEWALK

AREAS

- OPEN SPACE
- LANDSCAPING
- POND BUFFER AND POND TO BE REMOVED
- AC PAVEMENT
- STORMWATER BASIN

WATER & SEWER

- PROPOSED SEWER — S —
- PROPOSED WATER — W —
- PROPOSED FIRE HYDRANT
- PROPOSED GATE VALVE
- SEWER MANHOLE
- SEWER CLEANOUT
- WATER SERVICE
- SEWER LATERAL

DRAINAGE

- PROPOSED SWALE
- STORMDRAIN INLET
- STORMDRAIN LINE — SD —

AREA CALCULATIONS

EXISTING GROSS SITE AREA	7.701 AC
DEDICATION TO FORESTVILLE ROAD	32,930.87 – 0.756 AC
PROPOSED NET SITE AREA	324,119.79 – 7.441 AC
INTERNAL PUBLIC RIGHT OF WAYS	79,093.5 SF – 1.816 AC
PRIVATE EASEMENTS FOR DRIVEWAYS AND PARKING	33,226.45 – 0.751 AC
TOWNHOUSE LOTS	122,319.60 SF – 2.808 AC
OPEN SPACE (LANDSCAPING)	47,210.84 SF – 1.084 AC
LANDSCAPING BUFFER	34,658.97 SF – 0.796 AC
PARK SPACE	8,103 SF – 0.186 AC

LOT AREAS

LOT #	AREA (S.F.)	IMPERVIOUS AREA MAX S.F.
1	2295.00	90% (TYPICAL)
2	1870.00	
3	1870.00	
4	1870.00	
5	2295.00	
6	2295.00	
7	1870.00	
8	1870.00	
9	1870.00	
10	1870.00	
11	1870.00	
12	1870.00	
13	1870.00	
14	1870.00	
15	2292.83	
16	1870.00	
17	1870.00	
18	1870.00	
19	1868.56	
20	1870.00	

LOT AREAS

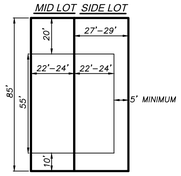
LOT #	AREA (S.F.)	IMPERVIOUS AREA MAX S.F.
41	1852.76	
42	1874.24	
43	1870.00	
44	1870.00	
45	1870.00	
46	1870.00	
47	1870.00	
48	1870.00	
49	1870.00	
50	1870.00	
51	1870.00	
52	2290.14	
53	2295.13	
54	1870.11	
55	1870.11	
56	1870.11	
57	1870.11	
58	1870.11	
59	1870.11	
60	2295.00	

LOT AREAS

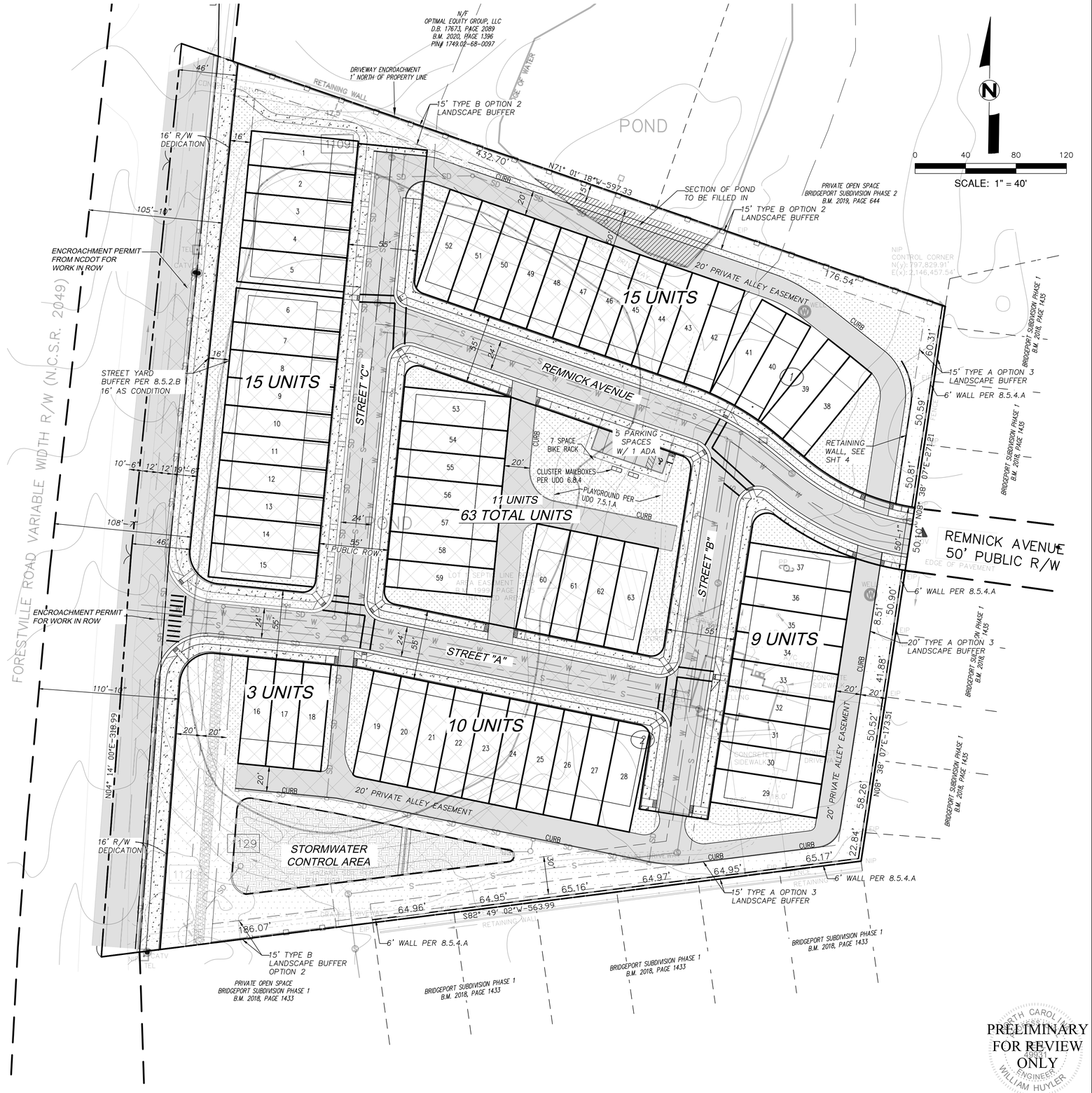
LOT #	AREA (S.F.)	IMPERVIOUS AREA MAX S.F.
21	1870.00	
22	1870.00	
23	1870.00	
24	1870.00	
25	1870.00	
26	1870.00	
27	1870.00	
28	2170.83	
29	2295.00	
30	1870.00	
31	1870.00	
32	1870.00	
33	1870.00	
34	1870.00	
35	1870.00	
36	1870.00	
37	2295.00	
38	1870.15	
39	1861.65	
40	1852.90	

LOT AREAS

LOT #	AREA (S.F.)	IMPERVIOUS AREA MAX S.F.
61	1870.00	
62	1870.00	
63	2295.00	



TYPICAL LOT LAYOUT



PRELIMINARY
FOR REVIEW
ONLY
WILLIAM HUYLER

FORESTVILLE ROAD SUBDIVISION 1109–1129 FORESTVILLE ROAD WAKE FOREST, NC	SCALE: 1"=40' DATE: 1/19/2023 PROJECT NUMBER: SD-21-15, RZ-21-11 CLIENT: ROBERT SHAAR PLAN TYPE: MASTER SITE PLAN	SUBDIVISION MASTER PLAN	REVISIONS

CAROLINA LAND DESIGN
CIVIL ENGINEERING • PLANNING & CONSULTING
300 S. MAIN STREET SUITE 212, HOLLY SPRINGS NC, 27540
PH. (760) 791-2204 WILL@CAROLINALANDDESIGN.COM FIRM# P-2390

FORESTVILLE ROAD TOWNHOMES
Sheet 3 OF 7 Sheets

CASE NUMBER RZ-21-11

PROPOSED LEGEND

- SETBACK LINE
- CURB AND GUTTER
- SIDEWALK

AREAS

- OPEN SPACE
- LANDSCAPING
- POND BUFFER AND POND TO BE REMOVED
- AC PAVEMENT
- STORMWATER BASIN

WATER & SEWER

- PROPOSED SEWER — S —
- PROPOSED WATER — W —
- PROPOSED FIRE HYDRANT
- PROPOSED GATE VALVE
- SEWER MANHOLE
- SEWER CLEANOUT
- WATER SERVICE
- SEWER LATERAL

DRAINAGE

- PROPOSED SWALE
- STORMDRAIN INLET
- STORMDRAIN LINE — SD —
- DRAINAGE BASIN BOUNDARY
- DRAINAGE DIRECTION

PROJECT STORMWATER REQUIREMENTS

1. DETENTION OF THE 1-YEAR AND 10-YEAR STORM TO PREDEVELOPMENT RELEASE RATES.
2. REMOVAL OF 85% TOTAL SUSPENDED SOLIDS.

GENERAL NOTE:

THE PLANS AND REPORTS AFFILIATED WITH THIS PROJECT ARE PRELIMINARY AND ARE SUBJECT TO CHANGE. THIS INCLUDES ALL PIPE SIZES, LENGTHS AND DETAILS. THE FINAL CONSTRUCTION PHASE SHALL COMPLY WITH ALL LOCAL, FEDARAL AND STATE REGULATIONS.

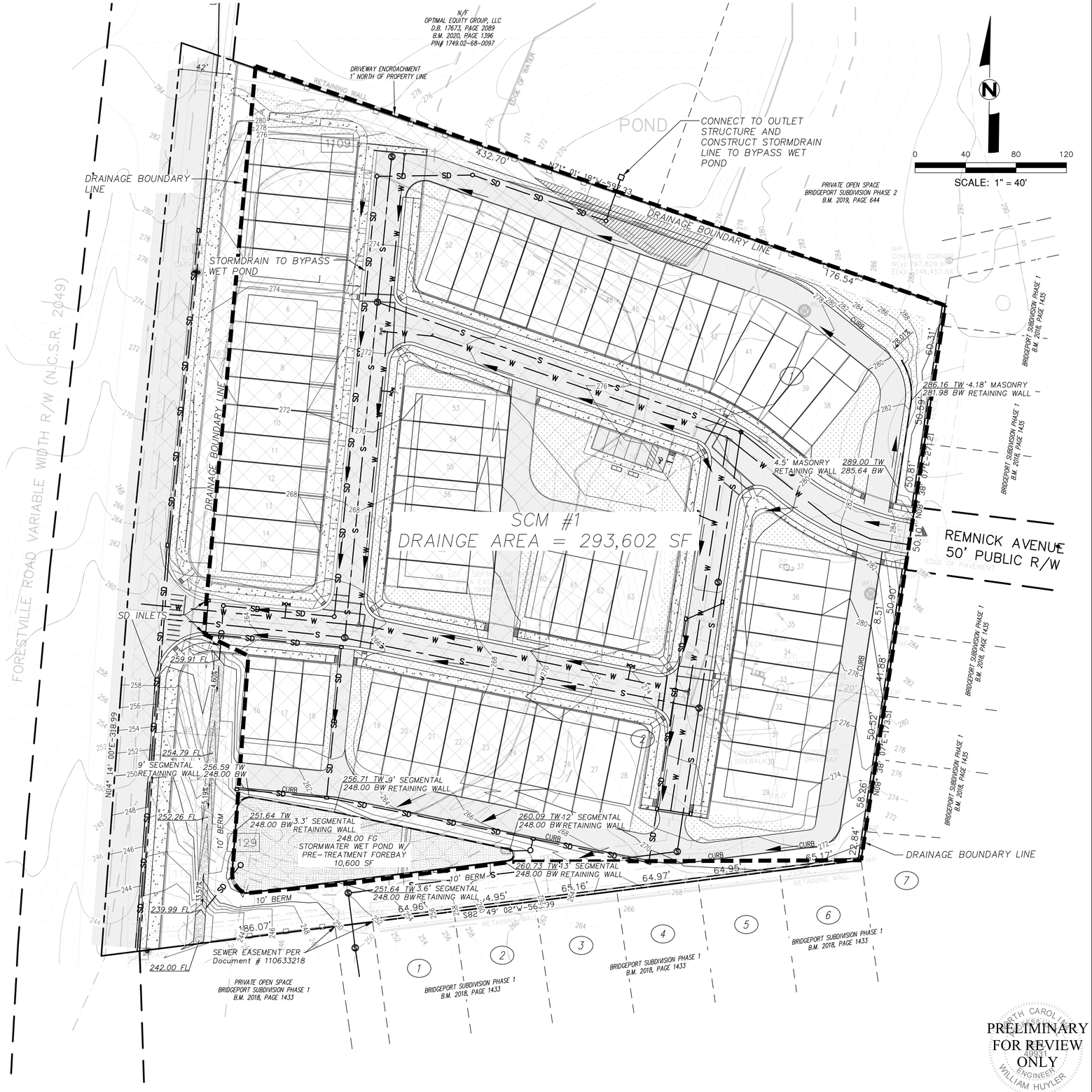
STORMWATER MANAGEMENT NOTE:

THE FINAL CONSTRUCTION PHASE DESIGN PROVIDE THE DETAILS FOR STORMWATER CONTROL DEVICES. THE TOWN OF WAKE FOREST AND THE NC DIVISION OF WATER RESOURCE STANDARDS WILL REGULATE THE DESIGN OF THE STORMATER DEVICES AND THESE PLANS SHALL COMPLY.

SCM #	DRAINAGE AREA	ESTIMATED IMPERVIOUS AREA	DEVICE TYPE	REQUIRED SURFACE AREA	WATER QUALITY VOLUME (1")	DETENTION VOLUME (1-YEAR)	PROVIDED SURFACE AREA	POND DEPTH
1	293602	65.70%	WET POND	5,801	17,404 CF	TBD	10,600	3'

HYDROLOGIC SOIL TYPES: (PER WEB SOIL SURVEY)

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
RgC	Rawlings-Rion complex, 6 to 10 percent slopes	C	0.3	3.7%
RgD	Rawlings-Rion complex, 10 to 15 percent slopes	C	3.2	40.1%
W	Water		3.4	43.4%
WaC	Wake-Rolesville complex, 6 to 10 percent slopes, very rocky	D	0.0	0.2%
WaE	Wake-Rolesville complex, 15 to 25 percent slopes, very rocky	D	0.2	2.8%
WfB	Wedowee-Saw complex, 2 to 6 percent slopes	D	0.8	9.8%
Totals for Area of Interest			**7.9**	**100.0%**



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WILLIAM HUYLER
NORTH CAROLINA PROFESSIONAL ENGINEER

FORESTVILLE ROAD SUBDIVISION
1109-1129 FORESTVILLE ROAD
WAKE FOREST, NC

SCALE:	1"=40'
DATE:	10/12/2021
PROJECT NUMBER:	SD-21-15, RZ-21-11
CLIENT:	ROBERT SHAAR
PLAN TYPE:	MASTER SITE PLAN

GRADING AND DRAINAGE PLAN

REVISIONS

CAROLINA LAND DESIGN
CIVIL ENGINEERING · PLANNING & CONSULTING
300 S. MAIN STREET SUITE 212, HOLLY SPRINGS NC, 27540
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FORESTVILLE ROAD TOWNHOMES

CASE NUMBER XXXXXX

PROPOSED LEGEND

- SETBACK LINE
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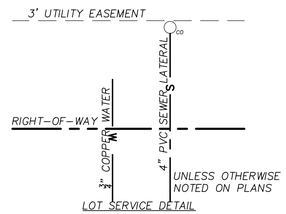
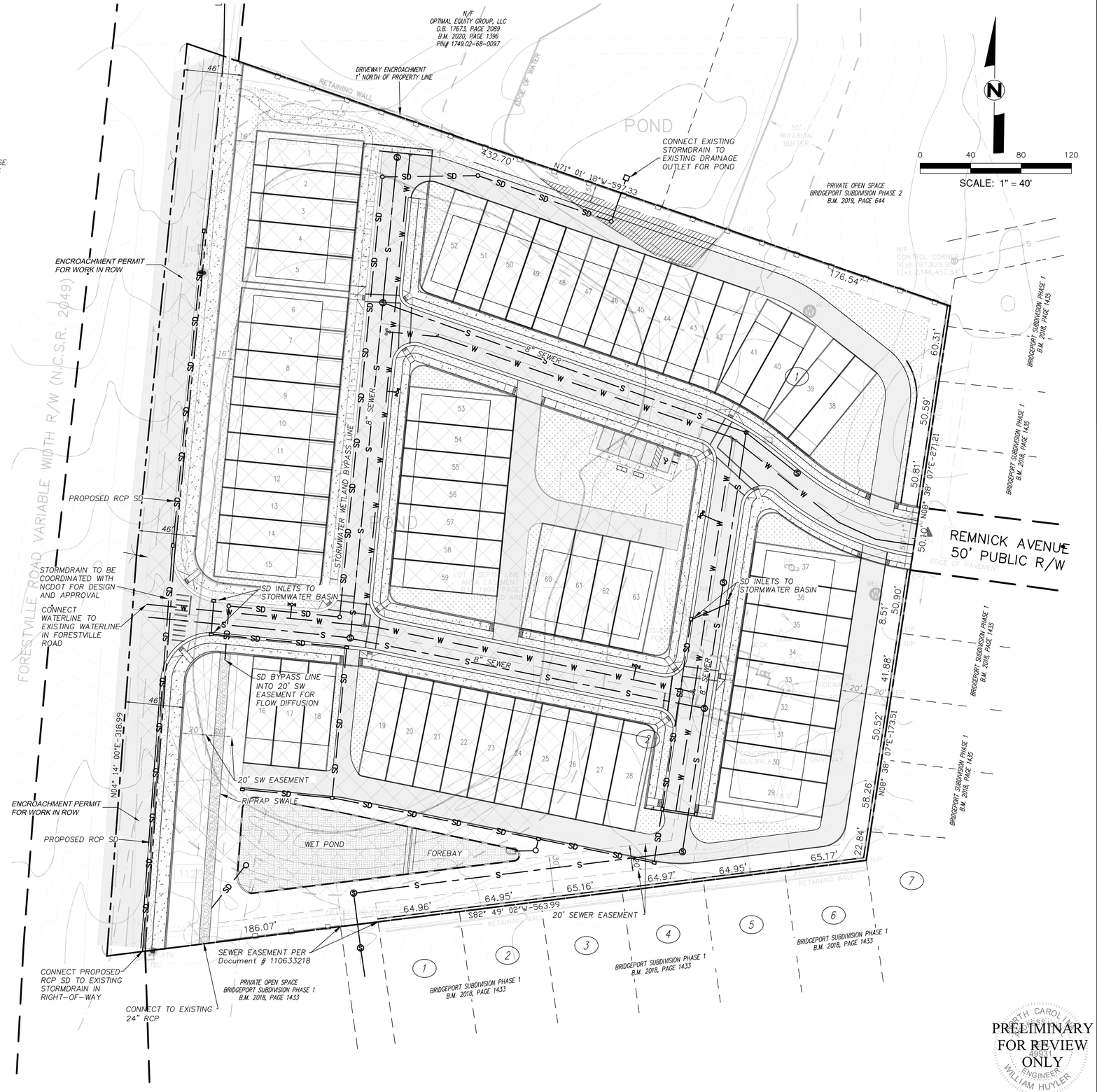




STANDARD UTILITY NOTES:

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 UTILITES DIRECTOR. ALL DISTANCES ARE MEASURED FROM OUTSIDE DIAMETER TO OUTSIDE DIAMETER
WHERE IT IS IMPOSSIBLE TO OBTAIN PROPER SEPARATION, OR ANYTIME A SANITARY SEWER PASSES

c) 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 24"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. 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

5. 3.0'MINIMUM COVER IS REQUIRED ON ALL WATER MAINS & SEWER FORCEMAINS. 4.0'MINIMUM COVER IS REQUIRED ON ALL REUSE MAINS

6. 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

7. 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

8. INSTALL 4"PVC* SEWER SERVICES @ 1.0% MINIMUM GRADE WITH CLEANOUTS LOCATED AT ROW OR EASEMENT LINE & SPACED EVERY 75 LINEAR FEET MAXIMUM

9. 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 ABOVE THE NEXT
UPSTREAM MANHOLE

10. 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.

11. NCDOT / RAILROAD ENCROACHMENT AGREEMENTS ARE REQUIRED FOR ANY UTILITY WORK (INCLUDING MAIN EXTENSIONS & SERVICE TAPS) WITHIN STATE OR RAILROAD ROW PRIOR TO CONSTRUCTION

12. 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 TIM BEASLEY AT (919) 996-2334 OR TIMOTHY.BEASLEY@RALEIGHNC.GOV FOR MORE INFORMATION

13. 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.

EXISTING UTILITIES NOTES:

CONTRACTOR TO WORK CLOSELY WITH ALL UTILITY COMPANIES TO ENSURE THAT ONCE FINAL GRADES HAVE BEEN ESTABLISHED, PROPER DEPTH AND COVER IS MAINTAINED ON ALL EXISTING UTILITY OLINES. CONTRASCTOR IS RESPONSIBLE FOR COORDINATION OF ANY NECESSARY RELOCATIONS OF EXISTING UTILITIES.

PRELIMINARY FOR REVIEW ONLY
NORTH CAROLINA 49931 ENGINEER WILLIAM HUYLER

FORESTVILLE ROAD SUBDIVISION 1109-1129 FORESTVILLE ROAD WAKE FOREST, NC	SCALE: 1"=40' DATE: 10/12/2021 PROJECT NUMBER: SD-21-15, RZ-21-11 CLIENT: ROBERT SHAAR PLAN TYPE: MASTER SITE PLAN	REVISIONS	CAROLINA LAND DESIGN CIVIL ENGINEERING · PLANNING & CONSULTING 300 S. MAIN STREET SUITE 212, HOLLY SPRINGS NC, 27540 PH. (760) 791-2204 WILL@CAROLINALANDDESIGN.COM FIRM# P-2390

FORESTVILLE ROAD TOWNHOMES
Sheet 5 OF 7 Sheets

CASE NUMBER XXXXXX

PROPOSED LEGEND

- BOUNDARY LINE
- SETBACK LINE
- CURB AND GUTTER
- RETAINING WALL
- SIDEWALK

AREAS

- TREE PERSERVATION
- OPEN SPACE
- RECREATION OPEN SPACE/LANDSCSAPING
- POND BUFFER AND POND TO BE REMOVED
- AC PAVEMENT

WATER & SEWER

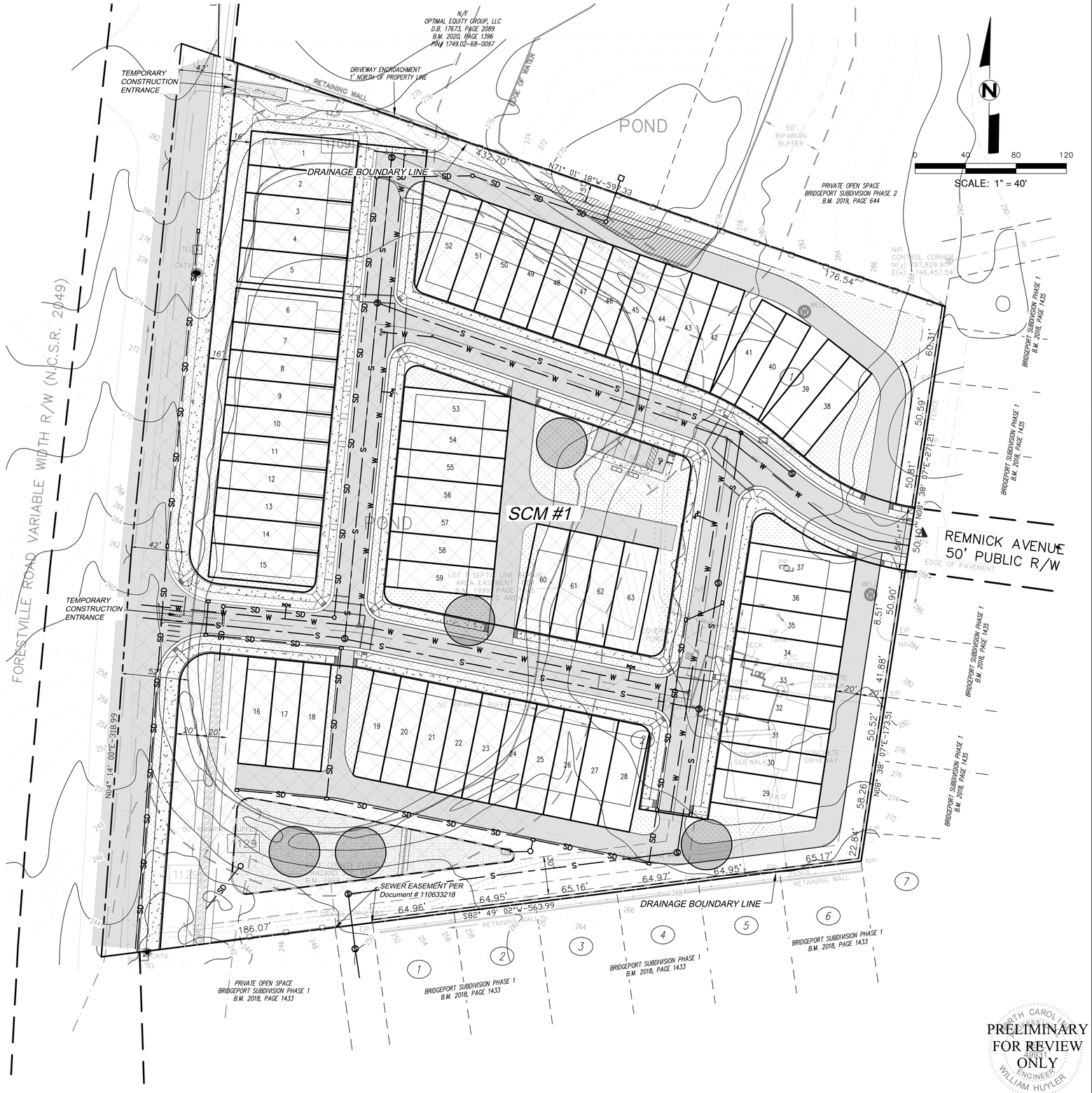
- PROPOSED SEWER — S —
- PROPOSED WATER — W —
- PROPOSED FIRE HYDRANT
- PROPOSED GATE VALVE
- SEWER MANHOLE
- SEWER CLEANOUT
- WATER SERVICE
- SEWER LATERAL

DRAINAGE

- PROPOSED SWALE
- STORMDRAIN INLET
- STORMDRAIN LINE — SD —
- DRAINAGE BASIN BOUNDARY
- TEMPORARY CONSTRUCTION ENTRANCE
- TEMPORARY SEDIMENT BASIN

STORMWATER MANAGEMENT NOTE:

THE FINAL CONSTRUCTION PHASE DESIGN PROVIDE THE DETAILS FOR STORMWATER CONTROL DEVICES. THE TOWN OF WAKE FOREST AND THE NC DIVISION OF WATER RESOURCE STANDARDS WILL REGULATE THE DESIGN OF THE STORMATER DEVICES AND THESE PLANS SHALL COMPLY.



PRELIMINARY FOR REVIEW ONLY

NORTH CAROLINA 49931 ENGINEER WILLIAM HUYLER

FORESTVILLE ROAD SUBDIVISION 1109–1129 FORESTVILLE ROAD WAKE FOREST, NC	SCALE: 1"=40' DATE: 10/12/2021 PROJECT NUMBER: SD–21–15, RZ–21–11 CLIENT: ROBERT SHAAR PLAN TYPE: MASTER SITE PLAN	EROSION CONTROL PLAN	REVISIONS

CAROLINA LAND DESIGN
CIVIL ENGINEERING • PLANNING & CONSULTING
300 S. MAIN STREET SUITE 212, HOLLY SPRINGS NC, 27540
PH. (760) 791–2204 WILL@CAROLINALANDDESIGN.COM FIRM# P–2390

FORESTVILLE ROAD TOWNHOMES

Sheet 6 OF 7 Sheets

CASE NUMBER XXXXXX

PROPOSED LEGEND

SETBACK LINE

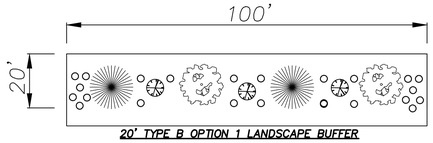
CURB AND GUTTER

SIDEWALK

EXISTING TREES TO REMAIN

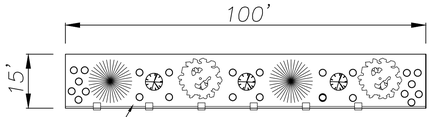
AREAS

OPEN SPACE/ LANDSCAPE BUFFER	57,205 SF
LANDSCAPING (PRIVATE)	42,063.68 SF
ACTIVE OPEN SPACE & PARK SPACE	8,103 SF
AC PAVEMENT	67,613.05 SF
STORMWATER BASIN	10,717.73 SF
AREA OF POND TO BE FILLED IN	
CANOPY TREE PER 8.3.1, 8.6.1	86 LS
STREET LIGHTING PER 10.3.7, .3 & .8 FOOT CANDLES REQUIRED,	36
EXISTING CANOPY TREE TO REMAIN	



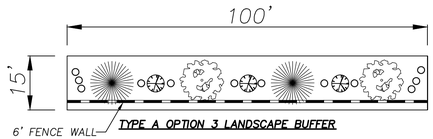
20' TYPE B OPTION 1 LANDSCAPE BUFFER

2 EVERGREEN TREE
2 CANOPY TREE
3 UNDERSTORY TREES
24 SHRUBS



15' TYPE B OPTION 2 LANDSCAPE BUFFER

2 EVERGREEN TREE
2 CANOPY TREE
3 UNDERSTORY TREES
12 SHRUBS



TYPE A OPTION 3 LANDSCAPE BUFFER

2 EVERGREEN TREE
2 CANOPY TREE
3 UNDERSTORY TREES
18 SHRUBS
6' WALL

*STREET LIGHTING ASSUMED TO BE 2000 LUMENS PER STREET LIGHT
2000 LUMENS SHALL HAVE 80 FT DISTANCE OR LESS PER 10.3.7 DUE TO

RESIDENTIAL STREET IS .3 FOOT CANDLES = 2000 LUMENS/DISTANCE² = 81 FEET OR LESS

FORESTVILLE ROAD IS .8 FOOT CANDLES = 2000 LUMENS/DISTANCE² = 50 FEET OR LESS

MINIMUM CANOPY COVERAGE REQUIREMENT

RMX DISTRICT SHALL HAVE 1 CANOPY TREE PER 10,000 SQ. FT OF PARCEL AREA.
PROPERTY SHALL HAVE A MINIMUM OF 33 CANOPY TREES PER 8.3.1
SPECIMEN TREES TO BE REMOVED REQUIRE AN ADDITIONAL 4 CREDITS PER TREE REMOVED

THEREFORE, 33+(40 SPECIMENS X 4) – TREE PRESERVATION CREDIT (25) = 168 CANOPY TREES REQUIRED

CANOPY CREDIT MINIMUM = 168

PROPOSED CANOPY TREES

46 STREET CANOPY TREES PROPOSED
41 LANDSCAPE BUFFER CANOPY TREES PROPOSED
35 OPEN SPACE TREES PROPOSED
NUMBER OF PROPOSED CANOPY TREES = 94 CANOPY TREES

TREE PRESERVATION CREDIT (25) + PROPOSED CANOPY TREES (146) = 171 CREDITS *VALUE OF SPECIMEN TREE REMOVED IS 4 CREDITS

PROPOSED TREE CREDIT = 171 CREDITS WHICH EXCEEDS MINIMUM

SPECIMEN TREES TO BE REMOVED

TYPE	QUANTITY	ADDITIONAL CREDIT NEEDED
DBH BETWEEN 20" & 30"	35	140
DBH BETWEEN 31" & 41	3	12
DBH GREATER THAN 42"	2	8
SUM	40	160

TREE PRESERVATION CREDIT

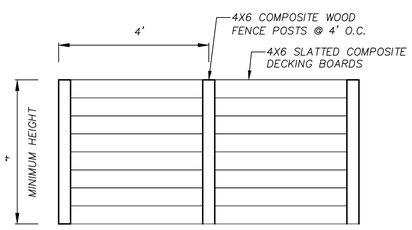
TYPE	QUANTITY	CREDIT
8"+ UNDERSTORY	5	10
DBH BETWEEN 20" & 30"	2	15
DBH BETWEEN 31" & 41	0	0
DBH GREATER THAN 42"	0	0
TOTAL CREDIT		25

PROPOSED CANOPY TREES

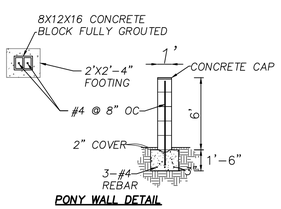
TYPE	LENGTH (LF)	REQUIRED PER 100 FEET	AMOUNT REQUIRED	TOTAL PROPOSED
TYPE A OPTION 3 CANOPY	769	1	8	16
TYPE B OPTION 2 CANOPY	675	1	7	13
TYPE B OPTION 1 CANOPY	631	2	12	12
STREET CANOPY TREES				67
OPEN SPACE CANOPY TREES				38
TOTAL CANOPY TREES				146

BUFFER VEGETATION

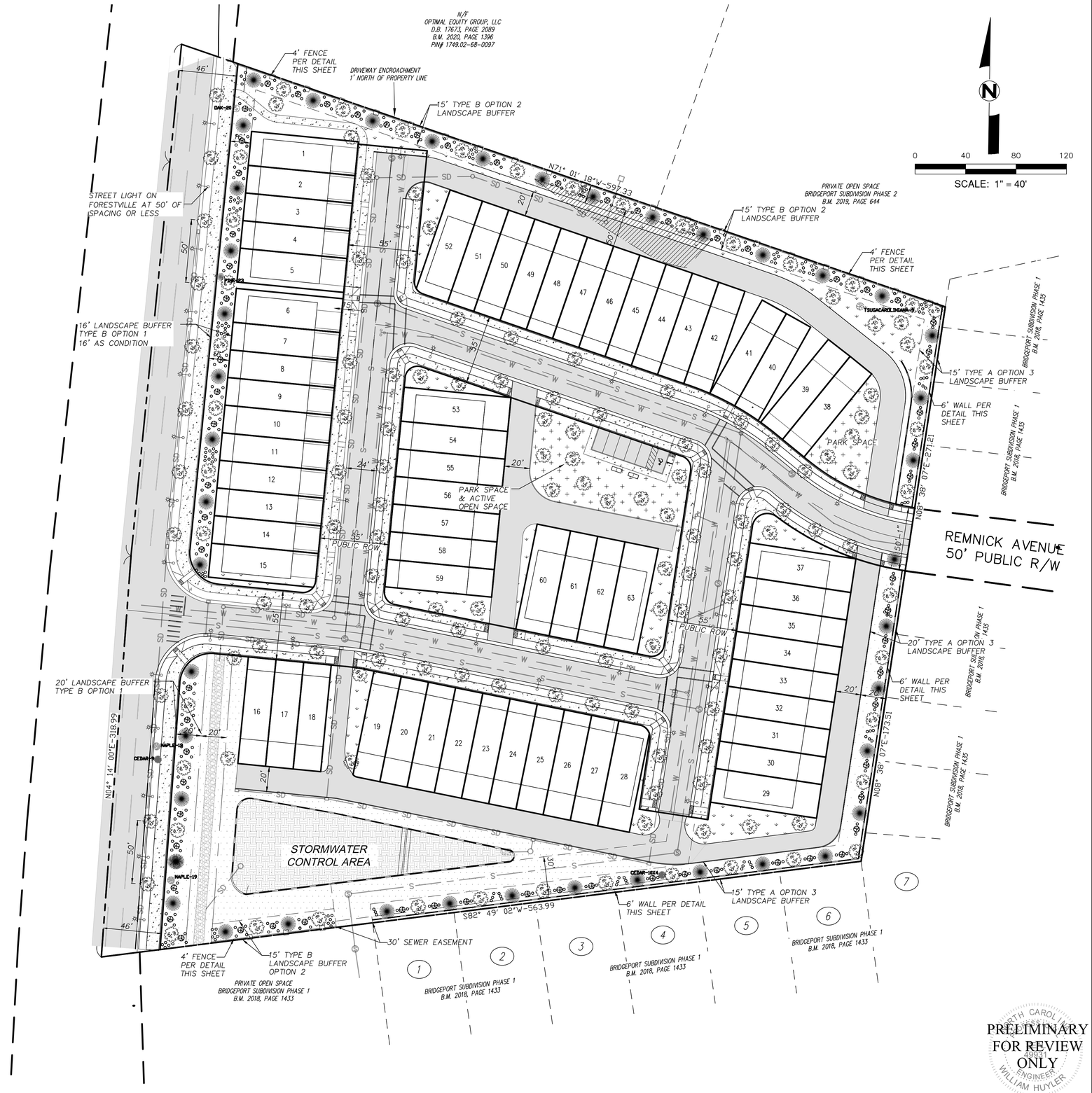
TYPE	LENGTH (LF)	REQUIRED PER 100 FEET	AMOUNT REQUIRED	AMOUNT PROPOSED
EVERGREEN	2075	2	42	43
UNDERSTORY	2075	3	62	62
SHRUB – TYPE A OPTION 3	769	18	138	138
SHRUB – TYPE B OPTION 2	675	12	81	81
SHRUB – TYPE B OPTION 1	631	24	151	151



4' FENCE DETAIL



PONY WALL DETAIL



PRELIMINARY FOR REVIEW ONLY
NORTH CAROLINA PROFESSIONAL ENGINEER 040001 WILLIAM HUYLER

FORESTVILLE ROAD SUBDIVISION
1109–1129 FORESTVILLE ROAD
WAKE FOREST, NC

SCALE:	1"=40'
DATE:	1/19/2023
PROJECT NUMBER:	SD–21–15, RZ–21–11
CLIENT:	ROBERT SHAAR
PLAN TYPE:	MASTER SITE PLAN

LANDSCAPE AREAS

REVISIONS

CAROLINA LAND DESIGN
CIVIL ENGINEERING · PLANNING & CONSULTING
300 S. MAIN STREET SUITE 212, HOLLY SPRINGS NC, 27540
PH. (760) 791–2204 WILL@CAROLINALANDDESIGN.COM FIRM# P–2390

FORESTVILLE ROAD TOWNHOMES

CASE NUMBER RZ–21–11

Board of Commissioners Work Session Agenda Item Report

Agenda Item No.: 2023-31-
Submitted by: Terry Savary
Submitting Department: Administration
Meeting Date: March 7, 2023

SUBJECT
An Ordinance Repealing Chapter 36 of the Code of Ordinances of the Town of Wake Forest

Recommendation:

Item Summary:

ATTACHMENTS
- Ordinance2023-06RepealChapter36TaxiOrdinanceMar202307.pdf

ORDINANCE 2023-06

AN ORDINANCE REPEALING CHAPTER 36 OF THE CODE OF ORDINANCES OF THE TOWN OF WAKE FOREST

WHEREAS, after discussion, review and further consideration, the Board of Commissioners deems it acceptable and appropriate to repeal Chapter 36 of the Codified Ordinances of the Town of Wake Forest, North Carolina, in its entirety.

The Board of Commissioners of the Town of Wake Forest, North Carolina hereby ordains as follows:

SECTION 1: That the entire Chapter 36 of the Codified Ordinances of the Town of Wake Forest is hereby repealed.

SECTION 2: REPEALER. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 3: WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval, and publication by law.

This ordinance shall take effect on March 7, 2023.

APPROVED AS TO FORM:

_____ _____

Hassan Kingsberry, Town Attorney Vivian A. Jones, Mayor

ATTEST:

_____

Theresa Savary, Town Clerk

Board of Commissioners Work Session Agenda Item Report

Agenda Item No.: 2023-78-
Submitted by: Elisabeth Palermo
Submitting Department: Engineering
Meeting Date: March 7, 2023

SUBJECT
Consideration of Amending the Code of Ordinances Chapter 30 - Traffic and Vehicles; Article VI. - Traffic Schedules Sec. 30-241. - Schedule I, parking prohibited at all times.

Recommendation:
This ordinance would remove the designated No Parking Zone on North Brooks Street between Spring Street and East Pine Avenue.

Item Summary:

ATTACHMENTS

- Attachment_A_Summary_Amend_No_Parking_Ordinance_Brooks.docx
- Attachment_B_Ordinance_Amend_No_Parking_Brooks.docx
- Attachment_C_ North Brooks Map.pdf
- N. Brooks Proposed Remove No Parking Signs.pptx

Agenda Item: Consideration of Amending the Code of Ordinances Chapter 30 - Traffic and Vehicles; Article VI. - Traffic Schedules Sec. 30-241. - Schedule I, parking prohibited at all times.

Summary: This ordinance would remove the designated No Parking Zone on North Brooks Street between Spring Street and East Pine Avenue.

Attachment: Attachment_A_Summary_Amend_No_Parking_Ordinance_Brooks, Attachment_B_Ordinance_Amend_No_Parking_Brooks, Attachment_C_North Brooks Map

ORDINANCE 2023 – AA

ORDINANCE AMENDING CHAPTER 30; ARTICLE VI. TRAFFIC SCHEDULES; SEC. 30-241. - SCHEDULE 1, PARKING PROHIBITED AT ALL TIMES OF THE CODE OF ORDINANCES FOR THE TOWN OF WAKE FOREST, NORTH CAROLINA

WHEREAS, the Engineering Department received requests from the Richland Hills Subdivision HOA for No Parking on one side of six different streets due to narrow width, and solid waste trucks and emergency vehicles being unable to navigate the narrow streets due to vehicles parked on both sides of the road; and

WHEREAS, the HOA polled the neighborhood and received overwhelming support for the request (93% of respondents), and

WHEREAS, the Engineering Department received a separate request to remove No Parking signs on North Brooks Street between Spring Street and East Pine Avenue,

WHEREAS, the conditions that warranted that this area be designated as a parking prohibited area are no longer present;

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the Town of Wake Forest, to amend the Code of Ordinances Chapter 30 Traffic & Vehicles Article VI Traffic Schedules; Sect 30-241. Schedule I to:

Add:

The following shall be schedule 1 and may be cited as such:
Chamberwell Avenue south side, from Wall Rd to end;
Edgeware Way north side from Marbank St to cul-de-sac;
Lowenstein Street west side, from Fulworth Avenue to Edgeware Way;
Marbank Street east side from traffic circle to cul-de-sac;
Stackhurst Way south side, from traffic circle to Stackhurst Way;
Stackhurst Way west side, from Stackhurst Way to Marbank Street;
Tannerwell Avenue south side, from Fulworth Avenue to Lowenstein St;

Remove:

The following shall be schedule 1 and may be cited as such:
North Brooks Street between Spring Street and East Pine Avenue

Adopted and effective this 21st day of March 2023.

_____
Vivian A. Jones
Mayor

ATTEST:

_____
Theresa Savary
Town Clerk

APPROVED AS TO FORM:

_____
Hassan Kingsberry
Town Attorney

REMOVE NO PARKING SIGNS FROM NORTH BROOKS STREET

Proposal to Remove "No Parking" Signs on N. Brooks St.

PRESENTED BY

Joe Guckavan, P.E.

Director of Engineering

TOWN *of* WAKE FOREST

Location

TOWN *of*
WAKE FOREST

North Brooks St. Southbound View

TOWN *of*
WAKE FOREST

Reasons for removal

- Resident requested removal of “No Parking” Signs

- Signs initially installed due to concerns over illegal dumping. Circumstances for installing “No Parking” Signs have changed.

TOWN *of*
WAKE FOREST

Code of Ordinances

- Current Section 30-241: Schedule 1, parking prohibited at all times
- Proposed change:
  - Strike: “North Brooks Street, between Spring Street and East Pine Ave.

TOWN *of*
WAKE FOREST

TOWN *of*
WAKE FOREST

Questions?

Board of Commissioners Work Session Agenda Item Report

Agenda Item No.: 2023-33-
Submitted by: Elisabeth Palermo
Submitting Department: Engineering
Meeting Date: March 7, 2023

SUBJECT
Consideration of Amending the Code of Ordinances Chapter 30 - Traffic and Vehicles; Article VI. - Traffic Schedules Sec. 30-241. - Schedule I, parking prohibited at all times.

Recommendation:
Amend the Code of Ordinances Chapter 30 - Traffic and Vehicles; Article VI - Traffic Schedules Sec. 30-241 add Chamberwell Ave., Edgeware Way, Lowenstein St., Marbank St., Stackhurst Way, and Tannerwell Ave.

Item Summary:

ATTACHMENTS
- Attachment_A_Summary_Amend_No_Parking_Ordinance.docx
- Attachment_B_Ordinance_Amend_No_Parking_Richland Hills.docx
- Attachment_C_ Richland Hills Map.pdf

Agenda Item: Consideration of Amending the Code of Ordinances Chapter 30 - Traffic and Vehicles; Article VI. - Traffic Schedules Sec. 30-241. - Schedule I, parking prohibited at all times.

Summary: This ordinance would designate No Parking Zone on one side of the following six streets in Richland Hills subdivision: Chamberwell Ave., Edgeware Way, Lowenstein St., Marbank St, Stackhurst Way, and Tannerwell Ave.

Attachment: Attachment_A_Summary Amend No Parking Ordinance, Attachment_B_Ordinance Amend No Parking, Attachment_C_ Richland Hills Map

ORDINANCE 2023 – AA

ORDINANCE AMENDING CHAPTER 30; ARTICLE VI. TRAFFIC SCHEDULES; SEC. 30-241. - SCHEDULE 1, PARKING PROHIBITED AT ALL TIMES OF THE CODE OF ORDINANCES FOR THE TOWN OF WAKE FOREST, NORTH CAROLINA

WHEREAS, the Engineering Department received requests from the Richland Hills Subdivision HOA for No Parking on one side of six streets due to narrow width, and solid waste trucks and emergency vehicles being unable to navigate the narrow streets due to vehicles parked on both sides of the road; and

WHEREAS, the HOA polled the neighborhood and received overwhelming support for the request (93% of respondents), and

WHEREAS, the staff held a neighborhood information session to discuss the potential impacts of creating "No Parking" on streets and received feedback overwhelmingly in support for the request.

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the Town of Wake Forest, to amend the Code of Ordinances Chapter 30 Traffic & Vehicles Article VI Traffic Schedules 241 – Schedule I; parking prohibited at all times be amended as follows:

Add:

The following shall be schedule 1 and may be cited as such:
Chamberwell Avenue south side, from Wall Rd to end;
Edgeware Way north side from Marbank St to cul-de-sac;
Lowenstein Street west side, from Fulworth Avenue to Edgeware Way;
Marbank Street east side from traffic circle to cul-de-sac;
Stackhurst Way south side, from traffic circle to Stackhurst Way;
Stackhurst Way west side, from Stackhurst Way to Marbank Street;
Tannerwell Avenue south side, from Fulworth Avenue to Lowenstein St;

Adopted and effective this 21st day of March 2023.

_____

Vivian A. Jones
Mayor

ATTEST:

APPROVED AS TO FORM:

_____

Theresa Savary
Town Clerk

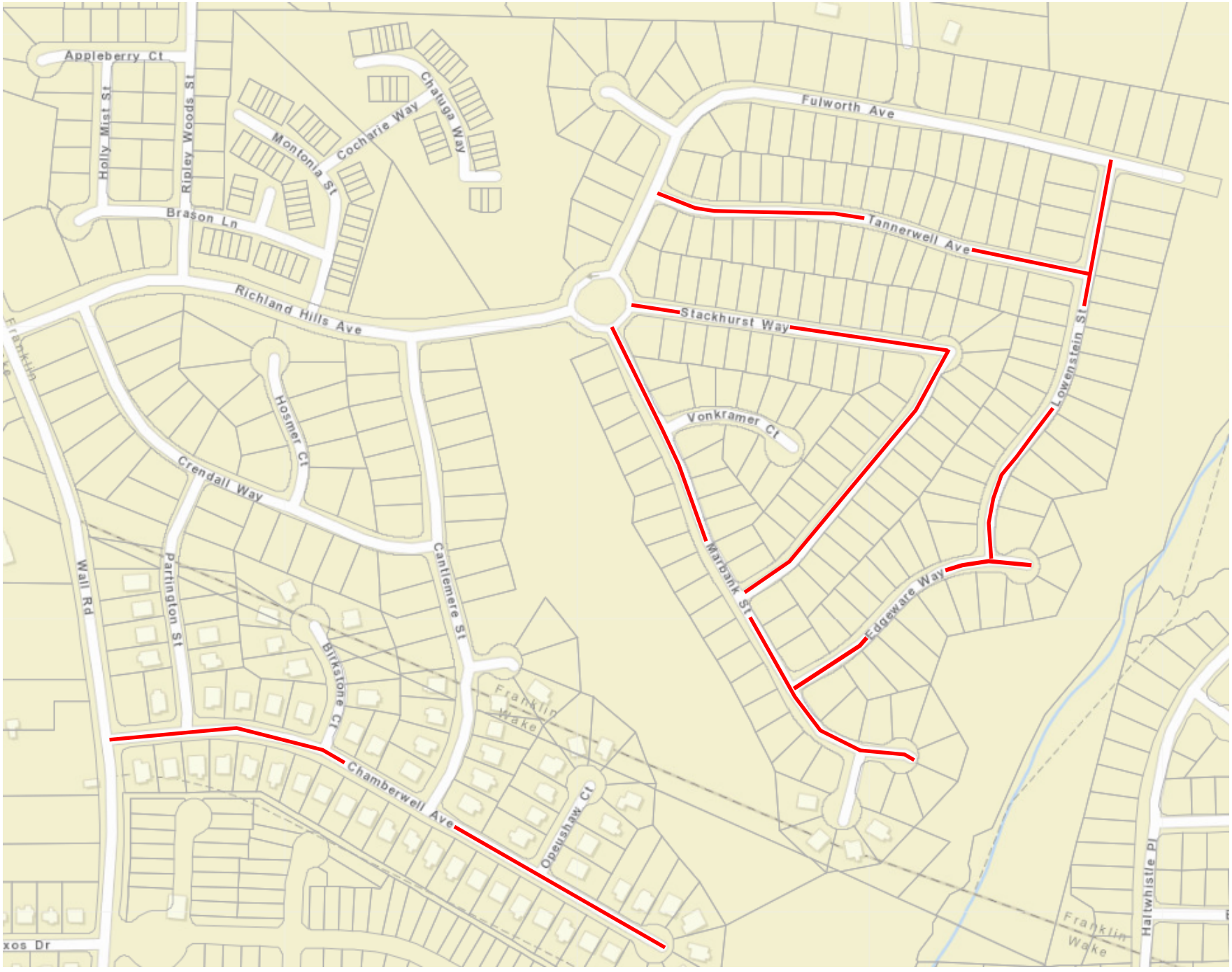
_____

Hassan Kingsberry
Town Attorney

ADD NO PARKING SIGNS TO 6 STREETS IN RICHLAND HILLS SUBDIVISION

TOWN of WAKE FOREST

TOWN of WAKE FOREST



Board of Commissioners Work Session Agenda Item Report

Agenda Item No.: 2023-18-
Submitted by: Elisabeth Palermo
Submitting Department: Engineering
Meeting Date: March 7, 2023

SUBJECT
Resolution to assume maintenance of certain NCDOT streets within the Town of Wake Forest, North Carolina

Recommendation:
Accept 0.65 mi of S. Franklin St. from Rogers Rd. to Holding Village to provide consistent maintenance by the Town for the entire section of S Franklin St.

Item Summary:

ATTACHMENTS
- Attachment_A_Summary_2023.03_Assume_Maintenance_of_S._Franklin.docx
- Attachment_B_ Resolution_ 2023.03_Assume Maintenance of S. Franklin.docx
- Attachment_C_Map.pdf

Agenda Item: Resolution to Assume Maintenance of NCDOT Street, S. Franklin Street, into the Town of Wake Forest Street System for Maintenance.

Summary: The Town is partnering with the Developer of Holding Village to widen and improve S Franklin St. beginning at Rogers Road and Ending at Artisan Park Drive The project will complete the connection form Rogers Rd to Dr. Calvin Jones HWY. The Town currently maintains S Franklin St except for this section. Once Holding Village is complete and the Town accepts the section of S Franklin St. it would leave the referenced section maintained by NCDOT. To provide consistency, staff recommend acceptance of maintenance of 3417 ft (0.65 mi) of S. Franklin St. beginning at Rogers Road and Ending at Artisan Park Drive. This does not include the intersection or signal at Rogers rd.

Attachments: Attachment_A_Summary_2023.03 Assume _Maintenance of S. Franklin, Attachment_B_Resolution_2023.03_Assume Maintenance of S. Franklin, Attachment_C_Map

RESOLUTION 2023-XX

ASSUME MAINTENANCE OF CERTAIN
NCDOT STREETS WITHIN THE TOWN OF WAKE FOREST, NORTH CAROLINA

WHEREAS, the Town of Wake Forest desires to provide certain services including, but not limited to, maintenance of the streets listed below; and

WHEREAS, the Board of Commissioners voted on March 21, 2023 to request that NCDOT turn over ownership of Franklin Street for the purpose of being able to widen and improve this street to the Town's standards; and

Whereas, NCDOT will continue to maintain the intersection and signal at Rogers Rd and S Franklin St.;

NOW, THEREFORE, BE IT RESOLVED that the Town of Wake Forest accept the maintenance of the following street in the Town of Wake Forest jurisdiction:

SUBDIVISION	STREET NAME	BEGIN DESCRIPTION	END DESCRIPTION	LENGTH (MI)
NA	S. FRANKLIN STREET	ROGERS ROAD	ARTISAN PARK DRIVE	0.65

Duly adopted this 21st day of March, 2023.

_____
Vivian A. Jones
Mayor

ATTEST:

_____
Theresa Savary
Town Clerk

S FRANKLIN ST

PROPOSED STREET ACCEPTANCE

McADAMS | READER COMMUNITIES | TOWN of WAKE FOREST

PREPARED FOR:
RAP19000

S Franklin St Concept
WAKE FOREST, NC

02
08. 19. 2022

Board of Commissioners Work Session Agenda Item Report

Agenda Item No.: 2023-83-
Submitted by: Terry Savary
Submitting Department: Administration
Meeting Date: March 7, 2023

SUBJECT
Monthly Financial Report

Recommendation:

Item Summary:

ATTACHMENTS
- January 31, 2023 Financial Summaries.pdf

Town of Wake Forest
January 31, 2023

GENERAL FUND HIGHLIGHTS:

- Total year-to-date revenues are at 69.95% of annual budgeted amounts.
- Ad valorem taxes represent over 55% of the general fund revenues.
  - Current year ad valorem taxes are ahead of prior YTD by over $1.6 million.
- Unrestricted intergovernmental revenues (sales and utility franchise tax) represent over 23% of general fund revenues.
  - The first four distributions of sales tax received through January - **$5.2 million.**
    - Please note this is **20.4% higher** than previous year currently.
- **Due to recent increases in interest rates, investment income is significantly higher than budgeted (for all funds). Future budget amendments forthcoming to recognize additional funds.**
- Total year-to-date expenditures are at 57.14% of appropriations (includes encumbrances).
- Net increase YTD (*increase* fund balance) is ***$12.4 million.***
  - Increased collections in current year ad valorem taxes in January - $6.3 million
  - **Please keep in mind that this will level out over the remainder of the year**
    - Capital purchases and transfers to debt service will occur March - June

DEBT SERVICE FUND HIGHLIGHTS:

- $533,433 in debt service payments made in January.
- Net increase YTD *(increase* in fund balance) is ***$1,652,847.***
  - ***This will level out over remainder of year. Most of significant debt service payments are made in April and June.***

WF BIP:

- Other financing sources represents transfer from General Fund.
- Expenditures are well below expected guideline (58%).

DMSD HIGHLIGHTS:

- $63,486 collected in DMSD taxes during January.
- Transfer to debt service for streetscape note made in December - $65,000.

WFRC HIGHLIGHTS:

- Expenditures are at 51.35% which is below the guideline (58%).
- Other financing sources represents transfer from General Fund for personnel costs.

January 31, 2023 - Financial Summaries – page 2

ELECTRIC FUND HIGHLIGHTS:

- Total year-to-date revenues are at 56.64% of budgeted amounts.
- Total expenses are at 76.14% (includes encumbrances) – without inventory encumbrance – 51%.
  - Purchase for resale – power for January **($959,585)** is paid in January and not reflected in the attached.
  - Purchase order for $4,383,350 was issued in April 2022 per bids received for transformers (inventory).
    - Purchases for inventory are accounted for on a cash basis during the fiscal year then reconciled to the balance sheet at year end.
    - Purchase orders for transformers were carried forward from FY 22.
- Net gain YTD is ***$1,373,897***

NOTE – Staff has been meeting internally to address the cash deficit issue presented during the FYE 22 audit. One immediate change for the remainder of the year will be adjusting the allocated personnel costs accordingly which will slightly increase the Electric Fund's cash position.

Staff has been working with Booth and Associates to update cost of service study so that rates can be adjusted accordingly to address the significant cost increases. Updates will be provided in March so rates can be adjusted in April or May.

AMERICAN RESCUE PLAN ACT (ARPA):

- Report is a "life to date" (LTD) meaning everything reported is cumulative from the beginning – July 2021.
- Due to reporting and accounting requirements, funds received to date are shown as "deferred revenue" and is recorded as revenue as we incur expenditures over the next few years. For monthly reporting purposes, it is shown that all funds have been received.

GENERAL FUND
January 31, 2023

Monthly Target Percentage 58.33%

Department	Amended Budget	YTD Actual	Encumbrances	Remaining Budget (including encumbrances)	% Budget Used (includes encumbrances)	PY YTD Actuals
REVENUES						
Ad Valorem Taxes	$ 36,287,700	$ 34,643,738	-	$ 1,643,962	95.47%	$ 33,004,723
Other Taxes	56,500	29,612	-	26,888	52.41%	27,724
Unrestricted Intergovernmental	15,656,740	6,046,438	-	9,610,302	38.62%	5,088,454
Restricted Governmental	2,130,325	1,116,755	-	1,013,570	52.42%	968,945
Permits and Fees	2,671,700	1,603,547	-	1,068,153	60.02%	2,175,373
Other Revenue	1,481,870	969,922	-	511,948	65.45%	605,476
Sales and Services	4,198,850	1,876,731	-	2,322,119	44.70%	1,523,874
Investment Earnings	263,000	448,792	-	(185,792)	170.64%	7,819
Other Financing Sources	4,905,770	589,919	-	4,315,851	12.03%	1,142,631
General Fund Total	$ 67,652,455	47,325,454	-	20,327,001	69.95%	$ 44,545,020

Department	Amended Budget	YTD Actual	Encumbrances	Remaining Budget (including encumbrances)	% Budget Used (includes encumbrances)	PY YTD Actuals
EXPENDITURES						
410 Board of Commissioners	$ 270,765	$ 150,717	$ -	$ 120,048	55.66%	$ 292,554
412 Legal Services	462,300	236,911	-	225,389	51.25%	256,879
420 Administration	1,039,450	495,853	14,371	529,226	49.09%	519,178
425 Communications	1,285,135	618,149	149,069	517,917	59.70%	556,227
430 Human Resources	1,175,890	688,768	163	486,959	58.59%	460,327
435 Downtown Development	462,000	218,477	-	243,523	47.29%	215,047
440 Finance	1,749,765	980,656	39,726	729,383	58.32%	795,693
445 Information Technology	1,564,985	943,665	138,799	482,521	69.17%	775,137
480 Building Inspections	2,084,075	1,114,954	-	969,121	53.50%	1,004,776
490 Planning	3,885,728	1,317,463	375,339	2,192,926	43.56%	1,251,355
500 Public Facilities	3,434,013	1,670,765	713,975	1,049,273	69.44%	1,344,556
510 Police	15,102,949	8,566,514	240,529	6,295,906	58.31%	7,639,017
520 Fire	10,716,547	6,091,606	676,759	3,948,182	63.16%	5,259,344
530 Public Works Administration	303,800	164,335	-	139,465	54.09%	141,844
535 Urban Forestry	453,930	232,434	5,220	216,276	52.35%	113,688
540 Engineering	1,911,175	807,747	278,004	175,495	56.81%	566,130
550 Fleet Maintenance	628,345	280,796	33,935	313,613	50.09%	276,940
560 Streets	3,314,933	1,409,461	314,748	1,590,724	52.01%	1,546,747
580 Solid Waste	5,684,480	2,474,257	363,476	2,846,748	49.92%	2,161,067
620 Parks and Recreation	4,909,925	2,274,520	404,496	2,230,909	54.56%	1,897,880
999 Transfers	7,212,265	4,171,151	-	3,041,114	57.83%	4,005,399
General Fund Total	$ 67,652,455	34,909,199	3,748,608	28,994,648	57.14%	$ 31,079,785

General Fund - Net Gain (Loss)	***$ 12,416,255***	***$ 13,465,235***

Debt Service Fund
January 31, 2023

Monthly Target Percentage 58.33%

Department	Amended Budget	YTD Actual	Remaining Budget (including encumbrances)	% Budget Used (includes encumbrances)	PY YTD Actuals
REVENUES					
Restricted Governmental	$ 1,314,400	1,286,484	27,916	97.88%	1,282,385
Permits and Fees	745,000	348,511	396,489	46.78%	370,602
Investment Earnings	750	16,144	(15,394)	2152.56%	115
Other Financing Sources	5,182,330	3,050,109	2,132,221	58.86%	3,127,921
General Fund Total	**$ 7,242,480**	**4,701,248**	**2,541,232**	**64.91%**	**$ 4,781,023**

Department	Amended Budget	YTD Actual	Remaining Budget (including encumbrances)	% Budget Used (includes encumbrances)	PY YTD Actuals
EXPENDITURES					
440 Finance	$ -	$ -	$ -	$ -	$ -
445 Information Technology	404,895	401,354	3,541	99.13%	409,104
480 Building Inspections	103,750	100,158	3,592	96.54%	102,739
500 Public Facilities	711,260	718,681	(7,421)	101.04%	719,943
510 Police	728,895	364,448	364,447	50.00%	189,784
520 Fire	387,750	134,543	253,207	34.70%	188,264
535 Urban Forestry Division	8,550	4,272	4,278	49.97%	4,273
540 Engineering	7,055	3,523	3,532	49.94%	8,288
550 Fleet Maintenance	8,550	4,273	4,277	49.98%	4,273
560 Streets	1,932,550	409,752	1,522,798	21.20%	339,958
570 Powell Bill	890,640	436,034	454,606	48.96%	446,738
580 Solid Waste	107,915	53,952	53,963	50.00%	59,908
620 Parks and Recreation	1,950,670	417,412	1,533,258	21.40%	443,261
General Fund Total	**$ 7,242,480**	**3,048,401**	**4,194,079**	**42.09%**	**$ 2,916,535**
Debt Service Fund - Net Gain (Loss)		***$ 1,652,847***			***$ 1,864,488***

Wake Forest Business and Industry Partnership Fund (BIP) **Monthly Target Percentage** 58.33%

January 31, 2023

Department	Amended Budget	YTD Actual	Encumbrances	Remaining Budget (including encumbrances)	% Budget Used (includes encumbrances)	PY YTD Actuals
REVENUES						
Sales and Services	$ -	$ -	$ -	$ -	0.00%	$ -
Other Revenue	-	-	-	-	0.00%	8,000
Other Financing Sources	409,700	213,071	-	196,629	52.01%	211,505
WFRC Fund Total	**$ 409,700**	**213,071**	**-**	**196,629**	**52.01%**	**$ 219,505**

Department	Amended Budget	YTD Actual	Encumbrances	Remaining Budget (including encumbrances)	% Budget Used (includes encumbrances)	PY YTD Actuals
EXPENDITURES						
415 Economic Development	$ 409,700	$ 86,015	$ -	$ 323,685	20.99%	$ 81,737
WFRC Fund Total	**$ 409,700**	**86,015**	**-**	**323,685**	**20.99%**	**$ 81,737**

WFBIP Fund - Net Gain (Loss)	***$ 127,056***		***$ 137,768***

DMSD Special Revenue Fund
January 31, 2023

Monthly Target Percentage 58.33%

Department	Amended Budget	YTD Actual	Encumbrances	Remaining Budget (including encumbrances)	% Budget Used (includes encumbrances)	PY YTD Actuals
REVENUES						
Ad Valorem Taxes	$ 147,710	$ 138,256	-	$ 9,454	93.60%	$ 131,081
Investment Earnings	390	4,901	-	(4,511)	1256.58%	45
Other Financing Sources	-	-	-	-	0.00%	105
DMSD Special Revenue Fund Total	**$ 148,100**	**143,157**	**-**	**4,943**	**96.66%**	**$ 131,231**

Department	Amended Budget	YTD Actual	Encumbrances	Remaining Budget (including encumbrances)	% Budget Used (includes encumbrances)	PY YTD Actuals
EXPENDITURES						
Transfers In (Out)	$ 148,100	$ 65,000	$ -	$ 83,100	43.89%	$ -
DMSD Special Revenue Fund Total	**$ 148,100**	**65,000**	**-**	**83,100**	**43.89%**	**$ -**
Downtown District - Net Gain (Loss)		***78,157***				***131,231***

Wake Forest Renaissance Centre
January 31, 2023

Monthly Target Percentage 58.33%

Department	Amended Budget	YTD Actual	Encumbrances	Remaining Budget (including encumbrances)	% Budget Used (includes encumbrances)	PY YTD Actuals
REVENUES						
Sales and Services	$ 199,655	$ 77,262	$ -	$ 122,393	38.70%	$ 55,050
Other Revenue	117,840	77,585	-	40,255	65.84%	64,983
Other Financing Sources	633,100	333,305	-	299,795	52.65%	239,736
WFRC Fund Total	**$ 950,595**	**488,152**	**-**	**462,443**	**51.35%**	**$ 359,769**

Department	Amended Budget	YTD Actual	Encumbrances	Remaining Budget (including encumbrances)	% Budget Used (includes encumbrances)	PY YTD Actuals
EXPENDITURES						
626 Wake Forest Renaissance Centre	$ 950,595	$ 505,745	$ 13,178	$ 431,673	54.59%	$ 327,417
WFRC Fund Total	**$ 950,595**	**505,745**	**13,178**	**431,673**	**54.59%**	**$ 327,417**

WFRC Fund - Net Gain (Loss)	***$ (17,592)***	***$ 32,352***

ELECTRIC FUND
January 31, 2023

Monthly Target Percentage 58.33%

Department	Amended Budget	YTD Actual	Encumbrances	Remaining Budget (including encumbrances)	% Budget Used (includes encumbrances)	PY YTD Actuals
REVENUES						
Charges for Services	$ 22,367,000	$ 12,515,214	-	$ 9,851,786	55.95%	$ 12,384,596
Sales Tax - Utility	1,552,700	867,960	-	684,740	55.90%	861,307
Other Revenue	240,000	226,470	-	13,530	94.36%	421,853
Investment Earnings	30,500	28,044	-	2,456	91.95%	386
Other Financing Sources	149,500	149,500	-	-	0.00%	-
Electric Fund Total	**$ 24,339,700**	**13,787,188**	**-**	**10,552,512**	**56.64%**	**$ 13,668,142**

Department	Amended Budget	YTD Actual	Encumbrances	Remaining Budget (including encumbrances)	% Budget Used (includes encumbrances)	PY YTD Actuals
EXPENDITURES						
850 Electric - Operations	$ 23,916,500	$ 12,208,790	$ 6,117,860	$ 5,589,850	76.63%	$ 12,084,950
860 Electric - Tree Trimming	423,200	204,501	-	218,699	48.32%	278,277
Electric Fund Total	**$ 24,339,700**	**12,413,291**	**6,117,860**	**5,808,549**	**76.14%**	**$ 12,363,227**
Electric Fund - Net Gain (Loss)		***1,373,897***				***1,304,916***

AMERICAN RESCUE PLAN ACT (ARPA)
1/31/2023 (Cumulative - Life to Date)

Monthly Target Percentage N/A

Department	Amended Budget	LTD Actual	Encumbrances	Remaining Budget	% Budget Used	*N/A* PY YTD Actuals
REVENUES						
Restricted Governmental	$ 14,541,000	14,541,846	-	(846)	100.01%	-
Investment Earnings	-	170,250	-	(170,250)	0.00%	-
Other Financing Sources	-	-	-	-	0.00%	-
General Fund Total	$ 14,541,000	14,712,096	-	(171,096)	101.18%	$ -

Department	Amended Budget	LTD Actual	Encumbrances	Remaining Budget	% Budget Used	PY YTD Actuals
EXPENDITURES						
445 Information Technology	$ 1,030,000	$ 158,374	$ 80,857	$ 790,769	23.23%	$ -
525 Public Safety	2,800,000	832,041	2,302,391	(334,431)	111.94%	-
540 Engineering	6,325,000	-	711,358	5,613,643	11.25%	-
638 Other Improvements	4,386,000	1,229,769	1,104,109	2,052,122	53.21%	-
General Fund Total	$ 14,541,000	2,220,184	4,198,714	8,122,102	44.14%	$ -
ARPA Fund - Net Gain (Loss)		***$ 12,491,912***				***$ -***

Board of Commissioners Work Session Agenda Item Report

Agenda Item No.: 2023-84-
Submitted by: Terry Savary
Submitting Department: Administration
Meeting Date: March 7, 2023

SUBJECT
Review of Draft Agenda for Upcoming Regular Meeting

Recommendation:

Item Summary:

ATTACHMENTS
- DraftBOCAgendaforMarch202321.pdf

Wake Forest Board of Commissioners
Meeting Agenda
March 21, 2023 at 6:00 PM
All items listed are for discussion and possible action.

Notice

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

Cable & Online Broadcast of Board of Commissioners Meetings

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

Meeting Agendas

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

Public Hearings

When an agenda item is denoted as a Public Hearing, persons attending shall be permitted to address the Board of Commissioners regarding the item under consideration with those speaking in favor first and those against speaking second. Proponents and opponents shall each be given five minutes of time to speak and may choose to allow one speaker to utilize the time. In the event either proponent(s) or opponent(s) have not designated a speaker to represent the view, each speaker will be allowed five minutes each to express his/her comments, ideas, concerns, expressions, and desires. No comments will be allowed on agenda items.

Public Comment

During the Public Comment period, anyone wishing to address the Board of Commissioners concerning an issue or topic that is not a public hearing item or an agenda item should complete and submit the Board of Commissioner Public Comment Form on the Town website or email Town Clerk Terry Savary by 9 a.m. the day of the meeting. Then, during the Public Comment portion of the meeting, Mayor Jones will recognize you and invite you to the podium at which time you will have 3-5 minutes to speak. Thank you for your cooperation.

Call to Order

Pledge of Allegiance

1.Approval of Agenda

2.Approval of Minutes

2.A. February 7, 2023 Work Session
February 21, 2023 Regular Meeting
DraftBOCWSMinutesFeb202307.pdf
DraftBOCMinutesFeb202321.pdf

3.Presentations

3.A. Proclamation Recognizing March 29, 2023 as "Vietnam War Veterans Day"
ProclamationVietnamVeteransDayMar202321.pdf

4.Public hearings / Public Comment

4.A. Public Hearing to receive public input for the FY 2023-2024 Annual Operating Budget
First Budget Public Hearing FY 2023-2024_summary.pdf
FY 23-24 Budget Preparation Schedule (Tentative).pdf

4.B. Public hearing and consideration of a petition requesting contiguous annexation submitted by Optimal Equity Group, LLC for property associated with Forestville Road Townhomes located at 1109 Forestville Rd. and 1129 Forestville Rd. being Wake County PINs 1749-67-2831 and 1749-67-0589 being approximately 8.197 acres.
032123 BOC Agenda Summary AN-22-08.docx
Attachment A Legal Description AN-22-08.pdf
Attachment B Annexation Map AN-22-08.pdf
Attachment C Petition AN-22-08.pdf
DRAFT ORDINANCE AN-22-08.docx

4.C. Public hearing on and consideration of a petition requesting contiguous annexation submitted by Site Investments, LLC for property associated with Ligon Park Subdivision located at 0 Ligon Mill Road, 9606 Ligon Mill Road, 9602 Ligon Mill Road, and 9604 Ligon Mill Road being Wake County PINs 1739-86-8083, 1739-85-7729, 1739-85-8765 and 1739-85-9634 being approximately 7.093 acres.
032123 BOC Agenda Summary AN-22-09.docx
Attachment A Legal Description AN-22-09.pdf
Attachment B Annexation Map AN-22-09.pdf

Attachment C Contiguous Annexation Petition AN-22-09.pdf
DRAFT ORDINANCE AN-22-09.docx

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. Consideration of a petition requesting contiguous annexation submitted by Louise T and Edward B Smith and Janest D and Julius O Morris for property associated with Morris Subdivision located at 0 N Main St, 1159 N Main St, 1161 N Main St, 1163 N Main St, and 1164 N Main St (portion) being Wake County PINs 1841-98-4646, 1841-98-7225 (portion), 1851-08-4059 (portion), 1841-88-6835, 1841-88-3996, and 1841-89-0142 and adjacent right-of-way being approximately 22.949 acres.
032123 BOC Agenda Summary.docx
Attachment A Legal Description East Parcel AN-22-07.pdf
Attachment B Legal Description West Parcel AN-22-07.pdf
Attachment D West Parcel Annexation Map AN-22-07.pdf
Attachment C East Parcel Annexation Map AN-22-07
Attachment E Annexation Petitions AN-22-07.pdf
CERTIFICATE OF SUFFICIENCY.docx
DRAFT RESOLUTION.docx

5.B. Resolution by the Town of Wake Forest Authorizing Execution of Opioid Settlements and Approving The Supplemental Agreement for Additional Funds Between the State of North Carolina and Local Governments on Proceeds Relating to the Settlement of Opioid Litigation
Action_Required_Teva_Allergan_CVS_Walgree.pdf
Resolution2023-13ForMunicipalities2ndSettlementsOpioidLitigationMar202321.pdf

5.C. Consideration of Amending the Code of Ordinances Chapter 30 - Traffic and Vehicles; Article VI. - Traffic Schedules Sec. 30-241. - Schedule I, parking prohibited at all times.

Attachment_A_Summary_Amend_No_Parking_Ordinance_Brooks.docx
Attachment_B_Ordinance_Amend_No_Parking_Brooks.docx
Attachment_C_ North Brooks Map.pdf

5.D. Consideration of Approval of Residential Solid Waste Collection and Disposal for the Town of Wake Forest Service Contract
Summary_Solid Waste RFP_Final.pdf
Exhibit #1_Attachment A_Resolution Approval of Acceptance_2023 RFP Proposal for

Residential Solid Waste Collection and Disposal for the Town of Wake Forest.pdf
Exhibit #2_Attachment B_Staff Report.pdf
Exhibit #3_Attachment C_Residential Solid Waste Collection and Disposal for the Town of Wake Forest Presentation for RFP Process and Pricing
Exhibit #4_Attachment D_Evaluation and Scoring Manual_RFP_SW.pdf
Exhibit #5_Attachment E_Evaluation Team Score Average.pdf
Exhibit #6_Attachment F_Republic Services of North Carolina, LLC Sample Contract and Staff Requested Contract Additions to be Added during the Official Contract Process

5.E. Consideration of Amending the Code of Ordinances Chapter 30 - Traffic and Vehicles; Article VI. - Traffic Schedules Sec. 30-241. - Schedule I, parking prohibited at all times in the Richland Hills Subdivision.
Attachment_A_Summary_Amend_No_Parking_Ordinance.docx
Attachment_B_Ordinance_Amend_No_Parking_Richland Hills.docx
Attachment_C_ Richland Hills Map.pdf
Richland Hills Proposed No Parking Signs.pptx

5.F. Resolution to assume maintenance of certain NCDOT streets within the Town of Wake Forest, North Carolina
Attachment_A_Summary_2023.03_Assume_Maintenance_of_S._Franklin.docx
Attachment_B_ Resolution_ 2023.03_Assume Maintenance of S. Franklin.docx
Attachment_C_Map.pdf
Attachment_D_Assume Maintenance of S. Franklin.pptx

5.G. Approval of Appointments to Citizen Advisory Boards

6.Legislative Items

6.A. Consideration of resolution declaring the intent of the Board of Commissioners to consider closing a portion of ROW abutting Caddell St.
Attachment_A_2023.03_Summary Consideration of Intent to abandon ROW at Caddell.docx
Attachment_B_Resolution Consideration of Intent to abandon ROW at Caddell St..docx
Attachment_C_ Plat Caddell ROW Abandoment.pdf
Attachment_D_Caddell ROW Metes and Bounds Description.pdf

7.Administration and Financial Items

7.A. Consideration of Memorandum of Understanding with Triangle Real Estate Company_353 S. White Street Project
MOU - Town of Wake Forest and Triangle Real Estate Company FINAL 03-02-23

(with Exhibits).pdf

8.Planning Items

8.A. Continuation of Public Hearing on LEGISLATIVE CASE RZ-22-06, Harris Road Subdivision; rezoning filed by Church Street Company to rezone 68.28± acres located at 0 Harris Road, being Wake County Tax PIN 1841392412, from Rural Holding District (RD) to Highway Business Conditional District (HB CD), Neighborhood Business Conditional District (NB CD), and General Residential 10 Conditional District (GR10 CD).

8.B. Consideration of LEGISLATIVE CASE RZ-22-06, Harris Road Subdivision; rezoning filed by Church Street Company to rezone 68.28± acres located at 0 Harris Road, being Wake County Tax PIN 1841392412, from Rural Holding District (RD) to Highway Business Conditional District (HB CD), Neighborhood Business Conditional District (NB CD), and General Residential 10 Conditional District (GR10 CD).

8.C. Public Hearing on LEGISLATIVE CASE RZ-21-11; Forestville Road; Consideration of a rezoning filed by Carolina Land Design, PLLC to rezone 7.7± acres located at 1109 and 1129 Forestville Road, being Wake County Tax PINs 1749672831 and 1749670589 from Wake County's Residential-30 (R-30) to Residential Mixed-Use Conditional District (RMX-CD).

8.D. Consideration of LEGISLATIVE CASE RZ-21-11; Forestville Road; Consideration of a rezoning filed by Carolina Land Design, PLLC to rezone 7.7± acres located at 1109 and 1129 Forestville Road, being Wake County Tax PINs 1749672831 and 1749670589 from Wake County's Residential-30 (R-30) to Residential Mixed-Use Conditional District (RMX-CD).

8.E. Public Hearing on QUASI-JUDICIAL CASE SU-99-02-01; Joyner Property; Consideration of a Special Use Permit amendment filed by McAdams Company for 34.99± acres located at 0 Fairway Village Drive, 0 Wake Union Church Road, and 0, 1180, and 1200 Club Villas Drive, being Wake County Tax PINs 1841094004, 1841085635, 1831986381, 1841095460, 1841091336, and 1831895139.

8.F. Consideration of QUASI-JUDICIAL CASE SU-99-02-01; Joyner Property; Consideration of a Special Use Permit amendment filed by McAdams Company for 34.99± acres located at 0 Fairway Village Drive, 0 Wake Union Church Road, and 0, 1180, and 1200 Club Villas Drive, being Wake County Tax PINs 1841094004,

1841085635, 1831986381, 1841095460, 1841091336, and 1831895139.

9.Public Services Items

10.Parks and Recreation Items

11.Public Safety Items

12.Other Business

12.A. Department Monthly Report

12.B. Wake County Tax Release

12.C. Commissioner Reports

13.Adjournment

Board of Commissioners Agenda Item Report

Agenda Item No.: 2023-92-
Submitted by: Terry Savary
Submitting Department: Administration
Meeting Date: March 21, 2023

SUBJECT
February 7, 2023 Work Session
February 21, 2023 Regular Meeting

Recommendation:

Item Summary:

ATTACHMENTS
- DraftBOCWSMinutesFeb202307.pdf
- DraftBOCMinutesFeb202321.pdf

Wake Forest Board of Commissioners
Work Session Meeting Minutes

The Wake Forest Board of Commissioners met on **Tuesday, February 7, 2023,** at **6:00 p.m.** in the Board Room at Wake Forest Town Hall, 301 S Brooks Street.

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

Commissioners Present: Mayor Vivian A. Jones, Commissioner Jim Dyer, Commissioner Chad Sary, Commissioner Keith Shackleford, Commissioner Nick Sliwinski, and Commissioner Adam Wright

Commissioners Absent: None.

Staff Members Present:
Town Manager Kip Padgett
Town Attorney Hassan Kingsberry
Paralegal Shiekel Richardson
Assistant Town Manager Candace Davis
Assistant Town Manager Allison Snyder
Town Clerk Theresa Savary
Chief Financial Officer Aileen Staples
Assistant Finance Director Samantha Sanchez
Senior Budget Analyst Benjamin Blevins
Planning Director Courtney Tanner
Assistant Planning Director Jennifer Currin
Senior Planner Kari Grace
Communications & Public Affairs Director Bill Crabtree
Electric Utility Director Chris Terrell
Renaissance Centre Director Debbie Dunn
Chief Information Officer Adam Oates
Engineering Director Joseph Guckavan
Inspection Director JJ Carr
Public Works Director Tim Bailey
Public Facilities Manager Mickey Rochelle
Strategic Performance Manager Lisa Hayes
Parks, Recreation and Cultural Resources Director Ruben Wall
Police Captain Julius Jefferson
Police Chief Jeff Leonard
Fire Chief Ron Early

1. Presentations

1.1 Discussion of Updated Capital Improvements Plan for FY 2023 - 2028

Senior Budget Analyst Benjamin Blevins and Chief Financial Officer Aileen Staples provided an overview of the Updated Capital Improvements Plan for YF 2023 – 2028.

ACTION:
Mover: Commissioner Wright moved to approve the Updated Capital Improvements Plan for FY 2023 – 2028.
Seconder: Commissioner Sary.
Vote: Motion carried 5-0.

A hardcopy of the Updated Capital Improvements Plan for FY 2023 – 2028 is filed and available in the Town Clerk's Office for review.

1.2 Proclamation Recognizing the 100th Birthday of Ms. Lydia Young

Mayor Jones recognized the 100th Birthday of Ms. Lydia Young.

PROCLAMATION RECOGNIZING
THE 100th BIRTHDAY OF MS. LYDIA YOUNG

WHEREAS*, Ms. Lydia Young, affectionately known as "Sister," was born on February 8, 1923, in Martin County, NC.*
WHEREAS, *After her mother passed at age seven (7), she moved to Pulley Town Road in Rolesville/Wake Forest, Wake County, NC with her father and grandmother, where she has resided for ninety-three years. She devoted her life to taking care of her family.*
WHEREAS, *She worked at Rolesville Elementary School for over twenty years. She loves quilting and cooking.*
WHEREAS, *She is a devoted Mother, Sister, Grandmother, Great Grandmother, Great Great Grandmother, Aunt, and dear, dear friend.*
THEREFORE, *I, Vivian A. Jones, Mayor of the Town of Wake Forest, urge everyone to celebrate this birthday with Ms. Lydia Young and congratulate her on a well-lived and shared life, this the 8th day of February 2023.*

2. Discussion of Monthly Financial Report

2.1. Monthly Financial Report

Received.

3. Review of Draft Agenda for Upcoming Regular Meeting

3.1. Review of Draft Agenda for Upcoming Regular Meeting

The draft agenda was reviewed.

4. Other Business

4.1. Consideration of a Resolution authorizing the Town Manager to execute, on behalf of the Town of Wake Forest, an amendment to the professional services contract of the comprehensive UDO (Unified Development Ordinance) and MSSD (Manual of Specifications, Standards & Design) update.

Senior Planner Kari Grace stated staff has gone through several of the preliminary steps including the project kickoff, initiation of public engagement, and existing UDO analysis and preliminary recommendations. Staff are now moving into the next phase of starting to develop the zoning districts. The purpose of the request is to add additional scope to the contract. The amended scope involves the updated zoning map deliverable, creation of an online informational StoryMap tool, one additional open house with two event sessions, three additional review and discussion meetings with staff, and zoning map educational materials. The cost of the scope amendment is $52,500 and would add approximately four months to the contract timeline.

Mayor Jones asked with the additional four months added to the contract timeline, what is the projected completion. Ms. Grace said that would put it at a timeframe of August or September 2024.

Commissioner Sary remarked the StoryMap tool is a great tool. He asked what's involved with the zoning map deliverables. He said when a rezoning happens now, isn't it handled by staff. Ms. Grace replied, correct. She said the Planning Staff takes the item to the Board for approval and the GIS Staff creates all the shapefiles.

ACTION:
Mover: Commissioner Adam Wright made a motion to approve the consideration of a resolution authorizing the Town Manager to execute, on behalf of the Town of Wake Forest, an amendment to the professional services contract of the comprehensive UDO (Unified Development Ordinance) and MSSD (Manual of Specifications, Standards & Design) update.
Seconder: Commissioner Keith Shackleford.

Vote: Motion carried 4-1.

Yay	Nay
Adam Wright	Chad Sary
Keith Shackleford	
Nick Sliwinski	
Jim Dyer	

4.2. An Ordinance Prohibiting the Possession of Weapons on Town Property; Signage.

Town Attorney Hassan Kingsberry explained that during Town's business, staff had found they had some signage already posted related to banning the possession of weapons including concealed weapons on Town property. Staff did some research and found, in our codification, it was missing. Mr. Kingsberry stated the ordinance before the Board is to fix what was missing and put it back in there to ensure the ban is legal and lawful on all Town property.

ACTION:
Mover: Commissioner Chad Sary moved to approve an Ordinance Prohibiting the Possession of Weapons on Town Property; Signage.
Seconder: Commissioner Nick Sliwinski.
Vote: Motion carried 5-0.

This item will come before the Board for a second reading at the February 21, 2023 meeting.

4.3. Closed Session - Consultation with the Town Attorney, N.C.G.S. § 143.318.11(a)(3).

ACTION:
Mover: Commissioner Adam Wright moved to go into closed session at 6:21 p.m.
Seconder: Commissioner Keith Shackleford.
Vote: Motion carried 5-0.

The meeting reconvened at 6:34 p.m.

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5. Commissioner Reports

Commissioner Dyer shared that the State of North Carolina has thirty-nine Vietnam Veterans still unaccounted for. He said their names have been read on the first Saturday of every month since 1986. He attended the Ribbon-Cutting at the Casa Esperanza Montessori School; there's a Historic Preservation Commission meeting this month. The first meeting for the memorial flag-raising is tomorrow afternoon, he's scheduled to be at the Youth Leadership Wake Forest event on Tuesday, February 14, 2023, he'll attend the Core Values Award Ceremony on Thursday, February 9, 2023, Veteran's coffee on Monday, February 13, 2023, and Human Relations Council next week.

Commissioner Wright said he'll attend the Youth Leadership Wake Forest event on Tuesday, February 14, 2023, he attended the Technology Advisory Board meeting and the Economic Development Forum.

Commissioner Sliwinski said he'll attend the Youth Leadership Wake Forest event on Tuesday, February 14, 2023, he attended the Martin Luther King celebration, he attended the Economic Development Forum, and the Parks, Recreation and Cultural Resources Advisory Board meeting.

Commissioner Shackleford reported he attended the Wake Forest Downtown meeting, the Economic Development Forum, and the Wake Forest Business & Industry Partnership.

Commissioner Sary attended the Public Arts Commission meeting; he attended the Triangle J Council of Government (TJCOG) Boards Delegate meeting and the North Carolina Main Street Conference. He plans to attend the 2023 State of Town Address & Dinner in a couple of weeks.

Mayor Jones attended the North Carolina Transportation Summit in Raleigh, NC, she attended a session on Mileage-Based User Fees, attended the Retail Merchants meeting, attended the Transit Plan Open House, and the Heritage High School mid-year graduation.

Town Manager Padgett – No report.

6. Adjournment

The Board of Commissioners adjourned the meeting at 6:44 p.m.

Duly approved in open session this 21st day of March 2023.

(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, February 21, 2023,** at **6:00** p.m. in the Board Room at Wake Forest Town Hall, 301 S Brooks Street.

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

Mayor Jones led everyone in the Pledge of Allegiance.

Council Members Present: Mayor Vivian A. Jones, Commissioner Jim Dyer, Commissioner Chad Sary, Commissioner Keith Shackleford, and Commissioner Adam Wright.

Commissioner Members Absent: Commissioner Nick Sliwinski.

Staff Members Present:
Town Manager Kip Padgett
Assistant Town Manager Candace Davis
Assistant Town Manager Allison Snyder
Town Clerk Theresa Savary
Planning Director Courtney Tanner
Assistant Planning Director Jennifer Currin
Downtown Development Manager Jennifer Herbert
Planner II Emma Linn
Chief Financial Officer Aileen Staples
Senior Budget Analyst Benjamin Blevins
Police Chief Jeff Leonard
Fire Chief Ron Early
Police Captain Brandon High
Police Captain Julius Jefferson

1. Approval of Agenda

1.A. Approval of Agenda

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

Seconder: Commissioner Dyer.
Vote: Motion carried 4-0.

2. Approval of Minutes

2.A. Approval of Minutes:

- January 3, 2023 Work Session
- January 17, 2023 Regular Meeting
- January 20, 2023 BOC Retreat

ACTION:
Mover: Commissioner Wright moved to approve the minutes as presented.
Seconder: Commissioner Dyer.
Vote: Motion carried 4-0.

3. Presentations

3.A. Presentation of Proclamation Proclaiming March 2023 as Developmental Disabilities Awareness Month

Mayor Jones recognized March 2023 as Developmental Disabilities Awareness Month.

PROCLAMATION
RECOGNIZING MARCH 2023 AS
"DEVELOPMENTAL DISABILITY AWARENESS MONTH"

WHEREAS: *A Developmental Disability is a diverse group of chronic conditions that are due to mental or physical impairments that arise before adulthood.*
WHEREAS: *The condition is likely to continue indefinitely and limits the individual in 3 or more of the following areas: Self-care, Receptive and expressive language, Learning, Mobility, Self-direction, Capacity for independent living, and Economic self-sufficiency.*
WHEREAS: *The condition creates the individual's need for a combination of special, interdisciplinary services, individualized/person-centered supports, and other forms of long-term assistance that are individually planned and coordinated.*
WHEREAS: *The disability experience is a natural part of life and is valued as a part of our rich diversity.*

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WHEREAS: *Disability is a social construct. The 'problem' is not the medical condition that resides within the individual, but the 'problem' is that society does not create welcoming, supporting, and inclusive environments, policies, and/or systems for all, to promote equality and acceptance in all areas of life, including schools, places of employment, and in our communities.*
WHEREAS: *The most effective way to increase awareness is through everyone's openness to learn and acknowledge that there are systemic barriers that reduce the likelihood of those with disabilities enjoying equitable experiences and living independent, productive lives within their communities.*
WHEREAS: *Policies must be developed, attitudes shaped, and equitable experiences be offered to all individuals, including those with developmental disabilities.*
WHEREAS: *Citizens should do all in their power to:*

- *Recognize the value of the disability experience in our lives and the valued role it has in our rich diversity.*
- *Recognize the barriers presented to those with disabilities across all aspects of their lives.*
- *Create ways to include everyone; especially those with developmental disabilities, to be fully included in all aspects of life.*
- *Understand the losses (financial, spiritual, human rights, contributions to community, and otherwise) when our communities segregate and create barriers for those with disabilities.*
- *Demand policymakers no longer invest in segregation and create inclusive, equitable policies and systems for all. And,*

NOW, THEREFORE, *I Vivian A. Jones, Mayor of the Town of Wake Forest do hereby proclaim March 2023 as: "DEVELOPMENTAL DISABILITIES AWARENESS MONTH" and galvanize efforts that will lead our communities and policy makers to create real system changes so people with developmental disabilities will enjoy equitable, inclusive lives.*

3.B. Proclamation 2023 Year of the Trail

Mayor Jones presented a Proclamation Recognizing 2023 Year of the Trail to Debra Ludas.

PROCLAMATION
2023 YEAR OF THE TRAIL

Whereas, North Carolina's and Wake Forest's natural beauty is critical to our residents' quality of life, health, and economic wellbeing; and

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Whereas, the trails, parks, greenways, and natural areas in Wake Forest welcome all and provide a common ground for residents of all ages to access our diverse natural, cultural, historic resources; and
Whereas, the trails that span across North Carolina vary from less than a mile in length to the Mountains-to-Sea Trail that stretches more than 1,000 miles from the mountains to the coast. They are rugged footpaths, bikeways along abandoned railroad corridors, canoe trails, and bridle trails. They are trails through state parks, footpaths, and greenways through our neighborhoods; and
Whereas, trails offer quality-of-life benefits as natural resources integral to climate education and protection, resiliency efforts, outdoor workshops, alternative transportation, and as sites for social and cultural events; and
Whereas, the North Carolina Trails Program is dedicated to helping residents, organizations, and agencies plan, develop and manage all types of trails ranging from greenways and trails for hiking, biking and horseback riding to paddle trails and off-road vehicle trails; and
Whereas, North Carolina boasts many trails that celebrate the arts, history and culture; and
Wake Forest's trails are an expression of our local community character and pride; and
Whereas, the North Carolina General Assembly designated 2023 as the Year of The Trail in North Carolina in order to promote and celebrate the state's extensive network of trails that showcase our beauty, vibrancy and culture; and
Now, Therefore, I, Mayor Vivian Jones, do hereby proclaim 2023 as the Year of The Trail in Wake Forest, and commend its observance to all citizens.

3.C. Presentation on the "Neuse River Trails" by Neuse River Hawks

Debra Ludas a member of the Neuse River Hawks provided a brief overview of what the Neuse River Hawks organization does in the Wake Forest community. Ms. Ludas said to learn more about the organization you can find them on Facebook.

4. Public hearings / Public Comment

4.A. Public Comment: If anyone would like to address the Board of Commissioners on an item other than a public hearing item during the time of public comment, please sign up with the Town Clerk prior to the meeting. Each speaker is asked to limit comments to 5 minutes. Please provide the clerk with copies of any handouts you have for the Board. Although the Board is interested in hearing your concerns, speakers should not expect Board action or deliberation on subject matter brought up during the Public Comment segment. Topics requiring further investigation will be referred to the

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appropriate Town Staff and may be scheduled for a future agenda. Thank you for your consideration of the Board of Commissioners, staff, and other speakers.

Mayor Jones asked if anyone wished to speak.

The following citizen provided public comment:

- Margaret Watkins, 407 Belmellen Ct., Wake Forest, NC, asked the Board to revisit the age requirement for youth participation on Town of Wake Forest advisory boards. Mayor Jones commented there are numerous opportunities for younger students to get involved in the community.

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

5. Consent Agenda

5.A. Consideration of a petition requesting contiguous annexation submitted by Site Investments, LLC for property associated with Ligon Park Subdivision located at 0 Ligon Mill Road, 9606 Ligon Mill Road, 9602 Ligon Mill Road, and 9604 Ligon Mill Road being Wake County PINs 1739-86-8083, 1739-85-7729, 1739-85-8765 and 1739-85-9634 being approximately 7.093 acres.

5.B. Consideration of Waiver of the Code of Ordinances – Sec. 20-2. Public Consumption, Possession, etc., of Alcohol for Friday Night on White for the 2023 Series dates from 5 PM to 9 PM. The FNOW 2023 series dates are April 14, May 12, June 9, July 14, August 11, and September 8.

5.C. Approval of Budget Ordinance Amendment # 2 - FY 2022 – 2023.

5.D. Consideration of a petition requesting contiguous annexation submitted by Optimal Equity Group, LLC for property associated with Forestville Road Townhomes located at 1109 Forestville Rd. and 1129 Forestville Rd. being Wake County PINs 1749-67-2831 and 1749-67-0589 being approximately 8.197 acres.

ACTION:
Mover: Commissioner Dyer moved to approve the consent agenda as presented.
Seconder: Commissioner Wright.
Vote: Motion carried 4-0.

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6. Legislative Items

No Legislative Items presented.

7. Planning Items

No Planning Items presented.

8. Administration and Financial Items

Consideration of approval of 2023-2028 Capital Improvements Plan (CIP) Update

ACTION:
Mover: Commissioner Wright moved to approve 2023-2028 Capital Improvements Plan (CIP) Update as presented.
Seconder: Commissioner Sary.
Vote: Motion carried 4-0.

9. Public Services Items

No Public Service Items presented.

10. Parks and Recreation Items

No Public Service Items presented.

11. Public Safety Items

No Public Safety Items presented.

12. Other Business

12.A. Department Monthly Report

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Received.

12.B. CIP Project Tracker

Received.

12.C. Strategic Plan

Received.

12.D. Wake County Tax Release
Received.

12.E. Commissioner Reports

Commissioner Sary congratulated Mayor Jones on her speech at the Town of Wake Forest 2023 State of the Town Address & Dinner, he'll attend the North Carolina League of Municipalities Town & State Dinner on Wednesday, February 22, 2023.

Commissioner Shackleford commended Mayor Jones on a fantastic job at the Town of Wake Forest 2023 State of the Town Address & Dinner. He said in recognition of the 2023 Year of the Trail he will be out on the greenway trails in Wake Forest.

Commissioner Wright said it was a great evening at the Town of Wake Forest 2023 State of the Town Address & Dinner. He attended the Youth Leadership Wake Forest.

Commissioner Dyer attended Youth Leadership Wake Forest, he commented on the Town of Wake Forest 2023 State of the Town Address & Dinner being well attended and received, he'll attend the North Carolina League of Municipalities Town & State Dinner on Wednesday, February 22, 2023, and will attend the Human Relations Council and Veteran's Coffee.

Mayor Jones was elected Chair of CAMPO, attended the NC Mayor's meeting, and was invited to be a member of Imagine Wake.

Town Manager Padgett had no updates.

12.D. Ordinance Prohibiting the Possession of Weapons on Town Property

ACTION:
Mover: Commissioner Wright moved to approve an ordinance prohibiting the possession of weapons on Town property as presented.
Seconder: Commissioner Sary.
Vote: Motion carried 4-0.

13. Adjournment

With no further business to discuss, the meeting was adjourned at 6:26 p.m.

Duly approved in open session this 21st day of March 2023.

(ATTEST) Vivian A. Jones, Mayor

Theresa Savary, Town Clerk

DRAFT

Board of Commissioners Agenda Item Report

Agenda Item No.: 2023-70-
Submitted by: Terry Savary
Submitting Department: Administration
Meeting Date: March 21, 2023

SUBJECT
Proclamation Recognizing March 29, 2023 as "Vietnam War Veterans Day"

Recommendation:

Item Summary:

ATTACHMENTS
- ProclamationVietnamVeteransDayMar202321.pdf

PROCLAMATION

RECOGNIZING MARCH 29, 2023 AS "*VIETNAM WAR VETERANS DAY*"
IN THE TOWN OF WAKE FOREST, NORTH CAROLINA

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

WHEREAS, of the more than 700,000 veterans living in North Carolina, today more than 250,0000 served in the Vietnam War; and

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

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

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

NOW THEREFORE, I Vivian A. Jones, Mayor of the Town of Wake Forest do hereby proclaim March 29, 2023, as "***VIETNAM WAR VETERANS DAY***" in the Town of Wake Forest and commend its observance to all citizens.

This the 21st day of March 2023.

Attest:

_____
Vivian A. Jones, Mayor

_____
Theresa Savary, Town Clerk

Board of Commissioners Agenda Item Report

Agenda Item No.: 2023-8-
Submitted by: Aileen J. Staples
Submitting Department: Finance
Meeting Date: March 21, 2023

SUBJECT
Public Hearing to receive public input for the FY 2023-2024 Annual Operating Budget

Recommendation:

Item Summary:

ATTACHMENTS
- First Budget Public Hearing FY 2023-2024_summary.pdf
- FY 23-24 Budget Preparation Schedule (Tentative).pdf

Public Hearing to receive public input for the FY 2023-2024 Annual Operating Budget

Staff will be preparing the proposed FY 2023-2024 Budget over the next few months. The purpose of the hearing is to receive public comment(s) for the upcoming fiscal year beginning July 1, 2023. The budget preparation schedule is attached, and the proposed budget will be presented at the work session on May 2, 2023.

Town of Wake Forest
BUDGET PREPARATION SCHEDULE
Fiscal Year Ending June 30, 2024

DATE	*ACTIVITY*	*RESPONSIBILITY*
February 14, 2023	Budget Kick-off Meeting (via Zoom –9:30 am)	Chief Financial Officer Town Manager Assistant Town Managers Department Directors
February 17, 2023	Distribute information to Department Directors	Chief Financial Officer Senior Budget Analyst
March 3, 2023	Updates to Performance Measures and Workload Indicators	Strategic Performance Manager Senior Budget Analyst
March 21, 2023	Initial Public Hearing to receive input on Budget needs	Chief Financial Officer Town Clerk
March 22, 2023	**Complete and return Budget requests to Chief Financial Officer**	Department Directors
March 31, 2023	**Complete and return Performance Measures Data**	Department Directors Strategic Performance Manager Senior Budget Analyst
April 5-6, 10 – April 14, 2023	Meet with Department Directors to review budget requests (Conference Room 303)	Town Manager Assistant Town Managers Chief Financial Officer Senior Budget Analyst
April 2023	Finalize Proposed Budget	Town Manager Chief Financial Officer Senior Budget Analyst
May 2, 2023	Present Proposed Budget to Board of Commissioners	Town Manager Chief Financial Officer
May 16, 2023	Public Hearing on Proposed Budget	Town Manager Town Clerk
June 6, 2023	**Budget work session with Board of Commissioners**	**Town Manager Senior Budget Analyst Department Directors**
June 20, 2023	Adopt Budget FY 2023-2024 Budget Ordinance	Board of Commissioners

Board of Commissioners Agenda Item Report

Agenda Item No.: 2023-22-
Submitted by: Emma Linn
Submitting Department: Planning
Meeting Date: March 21, 2023

SUBJECT
Public hearing and consideration of a petition requesting contiguous annexation submitted by Optimal Equity Group, LLC for property associated with Forestville Road Townhomes located at 1109 Forestville Rd. and 1129 Forestville Rd. being Wake County PINs 1749-67-2831 and 1749-67-0589 being approximately 8.197 acres.

Recommendation:

Item Summary:

ATTACHMENTS
- 032123 BOC Agenda Summary AN-22-08.docx
- Attachment A Legal Description AN-22-08.pdf
- Attachment B Annexation Map AN-22-08.pdf
- Attachment C Petition AN-22-08.pdf
- DRAFT ORDINANCE AN-22-08.docx

Agenda Item: Public hearing on and consideration of a petition requesting contiguous annexation submitted by Optimal Equity Group, LLC for property associated with Forestville Road Townhomes located at 1109 Forestville Rd. and 1129 Forestville Rd. being Wake County PINs 1749-67-2831 and 1749-67-0589 being approximately 8.197 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 Forestville Townhomes, RZ-21-11.

On February 21st, 2023, the Board accepted the petition, certified the sufficiency of the annexation petition, and adopted the resolution to investigate the annexation petition thus, setting the public hearing date for the annexation petition.

Attachments: Attachment A Legal Description AN-22-08
Attachment B Annexation Map AN-22-08
Attachment C Contiguous Annexation Petition AN-22-08
Draft Ordinance

CMP Professional Land Surveyors

Michael A. Moss, PLS L-3794
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

Telephone (919) 556-3148

LEGAL DESCRIPTION

BEGINNING AT A NEW IRON PIPE LOCATED ON THE EASTERN RIGHT-OF-WAY OF FORESTVILLE ROAD (N.C.S.R.#2049, SAID NEW IRON PIPE BEING LOCATED S 00°53'58"W A DISTANCE OF 669.10' FROM THE INTERSECTION OF FORESTVILLE ROAD AND FOUNDATION DRIVE, SAID NEW IRON PIPE BEING THE COMMON CORNER OF PARCEL PIN# 1749.02-68-0097 AND SUBJECT LOT; THENCE LEAVING RIGHT-OF-WAY S 71°01'18"E A DISTANCE OF 609.24' TO A NEW IRON PIPE, SAID NEW IRON PIPE HAVING NC GRID NAD 83/2011 COORDINATES N(y): 797,829.91' E(x): 2,146,457.54'; THENCE S 08°38'07"W A DISTANCE OF 271.21' TO A NEW IRON PIPE; THENCE S 08°38'07"W A DISTANCE OF 173.51' TO A NEW IRON PIPE; THENCE S 82°49'02"W A DISTANCE OF 576.22' TO A NEW IRON PIPE, SAID NEW IRON PIPE LOCATED ON THE EASTERN RIGHT-OF-WAY OF FORESTVILLE ROAD, SAID NEW IRON PIPE BEING THE COMMON CORNER OF PARCEL PIN# 1749.02-57-9226 AND SUBJECT LOT; THENCE LEAVING RIGHT-OF-WAY S 82°49'02"W A DISTANCE OF 30.61' TO A POINT, SAID POINT BEING THE CENTERLINE OF FORESTVILLE ROAD; THENCE ALONG CENTERLINE N 04°14'00"E A DISTANCE OF 318.99' TO A POINT; THENCE N 05°38'07"E A DISTANCE OF 313.55' TO A POINT; THENCE N 05°37'51"E A DISTANCE OF 94.01' TO A POINT; THENCE LEAVING CENTERLINE S 71°01'18"E A DISTANCE OF 30.83' TO A NEW IRON PIPE; WHICH IS THE POINT OF BEGINNING, CONTAINING AN AREA OF 357,050 SQUARE FEET, 8.197 ACRES.

I, MICHAEL A. MOSS CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY PERFORMED UNDER MY SUPERVISION FROM REFERENCES AS NOTED HEREON; THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION SHOWN IN THE REFERENCES; THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY AS CALCULATED IS GREATER THAN 1:10000; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47–30 AS AMENDED, WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL

THIS_____DAY OF_____A.D. 2022.

_____ L–3794
PROFESSIONAL LAND SURVEYOR LICENSE NUMBER

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 PURPOSES OF THIS SUBSECTION, AN "EXISTING PARCEL OR EXISTING EASEMENT" IS AN AREA OF LAND DESCRIBED IN A SINGLE, LEGAL DESCRIPTION OR LEGALLY RECORDED SUBDIVISION THAT HAS BEEN OR MAY BE LEGALLY CONVEYED TO A NEW OWNER BY DEED IN ITS EXISTING CONFIGURATION.

_____ L–3794
PROFESSIONAL LAND SURVEYOR LICENSE NUMBER

PRELIMINARY FOR REVIEW PURPOSES ONLY

ANNEXATION MAP: AN–22–08, (LOTS 1 & 2, PROPERTY OF MARGARET SCHEPP)
8.197 ACRES
TOWN OF WAKE FOREST
FULFILLS REQUIREMENTS OF N.C.G.S. 160A–29
ORDINANCE #_____
ADOPTED: NC GRID NAD 83 (2011)
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

NOTES:

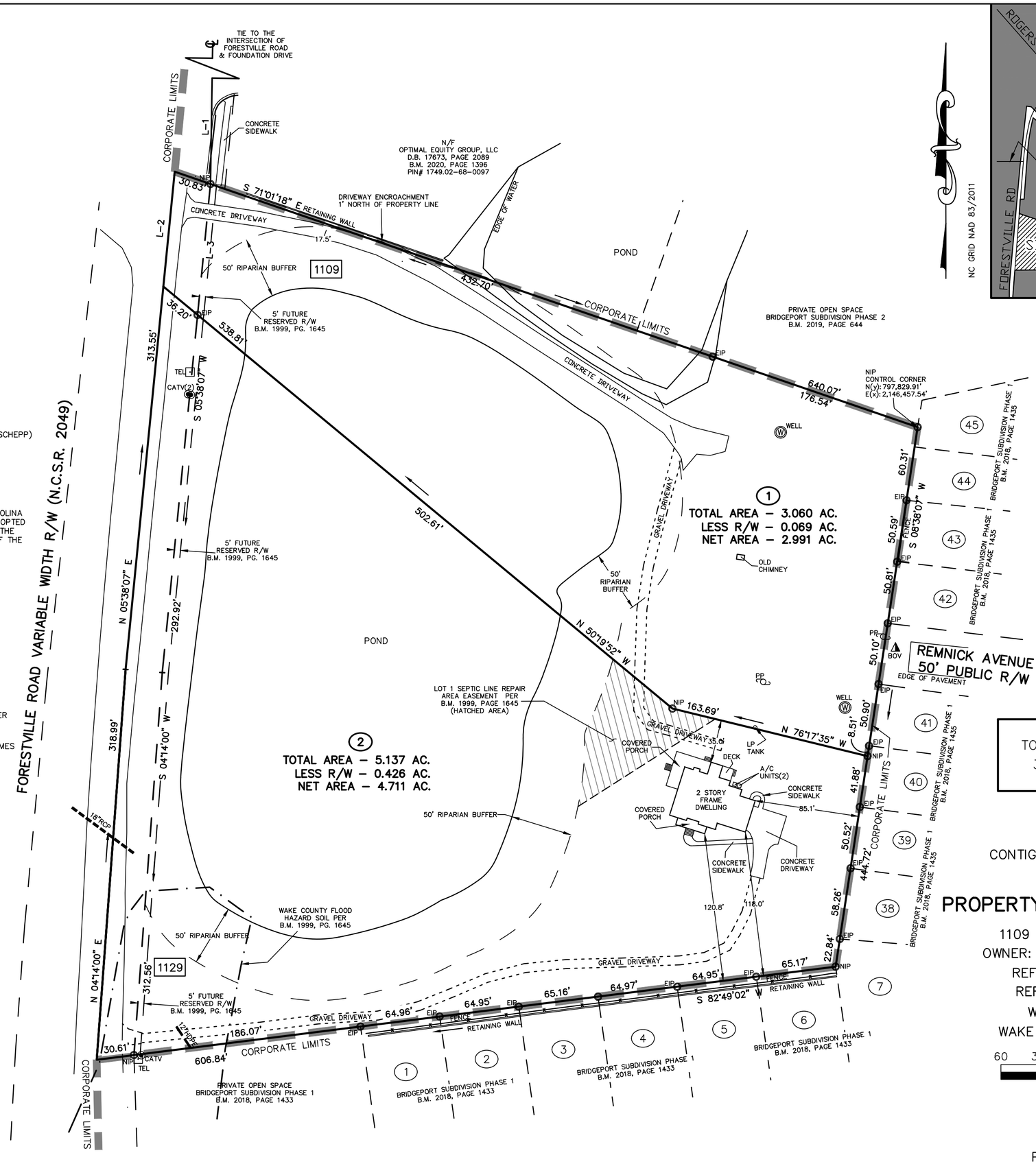
1) AREA COMPUTED BY COORDINATE METHOD.
2) THERE IS NO NCGS MONUMENT WITHIN 2000' OF THIS PROPERTY.
3) THIS PROPERTY MAY BE SUBJECT TO NEUSE RIVER RIPARIAN BUFFER RULES. CALL N.C. DIVISION OF WATER QUALITY TO VERIFY (919–791–4200).
4) THIS ANNEXATION IS ASSOCIATED WITH FORESTVILLE ROAD TOWNHOMES (RZ–21–11).

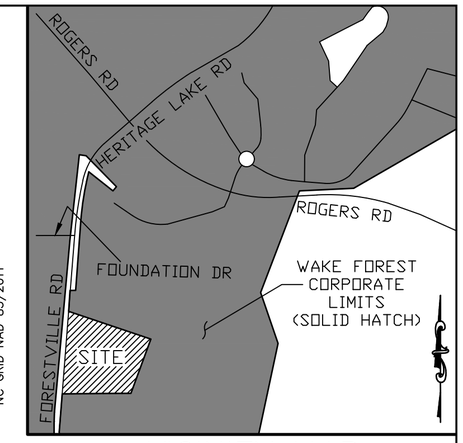
LINE TYPE LEGEND

- PROPERTY LINE – LINE SURVEYED
- RIGHT–OF–WAY
- ADJOINING LINE – LINE NOT SURVEYED
- OVERHEAD LINE
- BUILDING SETBACK
- EASEMENT
- BUFFER
- FLOOD HAZARD SOILS
- CORPORATE LIMITS LINE

LAND SURVEYOR/CONTACT

CMP LAND SURVEYORS, PC
MICHAEL A. MOSS, PLS
333 S. WHITE STREET
WAKE FOREST, NC 27587
(919) 556–3148
MIKE@CMPPLS.COM





VICINITY MAP

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
BOV – BLOW–OFF ASSEMBLY VALVE
– ADDRESS

LINE TABLE		
LINE	BEARING	DISTANCE
L–1	S 00°53'58" W	669.10'
L–2	N 05°37'51" E	94.01'
L–3	S 05°37'51" W	107.16'

TOTAL AREA TO BE ANNEX
357,050 S.F./8.197 AC.

CONTIGUOUS ANNEXATION MAP FOR

LOTS 1 & 2
PROPERTY OF MARGARET SCHEPP

1109 & 1129 FORESTVILLE ROAD
OWNER: OPTIMAL EQUITY GROUP, LLC
REF: D.B. 18838, PAGE 1823
REF: B.M. 1999, PAGE 1645
WAKE FOREST TOWNSHIP
WAKE COUNTY, NORTH CAROLINA

60 30 0 60 120

SCALE 1"=60'

SEPTEMBER 7, 2022
ZONED R–30
PIN #1749.02–67–2831
PIN #1749.02–67–0589

(X:\PROJECTS\FORESTVILLERD1109 – JC)

ORDINANCE 2023-XXX

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

(Contiguous annexation submitted by Optimal Equity Group, LLC for property associated with Forestville Road Townhomes located at 1109 Forestville Rd. and 1129 Forestville Rd. being Wake County PINs 1749-67-2831 and 1749-67-0589 being approximately 8.197 acres.)

WHEREAS, the Board of Commissioners has adopted a resolution under N.C.G.S. 160A-58.2, 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 March 21, 2023, after due notice by publication on March 10, 2023; and

WHEREAS, the Board of Commissioners does hereby find as a fact that said petition meets the requirements of N.C.G.S. 160A-58.2, 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-58.2, as amended, the following described territory is hereby annexed and made part of the Town of Wake Forest as of the 21st day of March, 2023.

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

Section 2. Upon and after the 21st day of March, 2023, 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 March 2023.

_____
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.: 2023-3-
Submitted by: Emma Linn
Submitting Department: Planning
Meeting Date: March 21, 2023

SUBJECT
Public hearing on and consideration of a petition requesting contiguous annexation submitted by Site Investments, LLC for property associated with Ligon Park Subdivision located at 0 Ligon Mill Road, 9606 Ligon Mill Road, 9602 Ligon Mill Road, and 9604 Ligon Mill Road being Wake County PINs 1739-86-8083, 1739-85-7729, 1739-85-8765 and 1739-85-9634 being approximately 7.093 acres.

Recommendation:

Item Summary:

ATTACHMENTS

- 032123 BOC Agenda Summary AN-22-09.docx
- Attachment A Legal Description AN-22-09.pdf
- Attachment B Annexation Map AN-22-09.pdf
- Attachment C Contiguous Annexation Petition AN-22-09.pdf
- DRAFT ORDINANCE AN-22-09.docx

Agenda Item: Public hearing on and consideration of a petition requesting contiguous annexation submitted by Optimal Equity Group, LLC for property associated with Forestville Road Townhomes located at 1109 Forestville Rd. and 1129 Forestville Rd. being Wake County PINs 1749-67-2831 and 1749-67-0589 being approximately 8.197 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 Forestville Townhomes, RZ-21-11.

On February 21st, 2023, the Board accepted the petition, certified the sufficiency of the annexation petition, and adopted the resolution to investigate the annexation petition thus, setting the public hearing date for the annexation petition.

Attachments: Attachment A Legal Description AN-22-08
Attachment B Annexation Map AN-22-08
Attachment C Contiguous Annexation Petition AN-22-08
Draft Ordinance

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

BEGINNING AT AN EXISTING IRON PIPE, SAID EXISTING IRON PIPE BEING LOCATION ON THE EASTERN RIGHT-OF-WAY OF LIGON MILL ROAD (N.C.S.R.#2044), SAID EXISTING IRON PIPE BEING THE COMMON CORNER OF PARCEL PIN# 1739.02-85-7453 AND SUBJECT LOT, SAID EXISTING IRON PIPE HAVING NC GRID NAD 83/2011 COORDINATES N(y): 795,430.37’ E(x): 2,138,580.54’; THENCE ALONG RIGHT-OF-WAY WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 116.58', WITH A RADIUS OF 641.45', WITH A CHORD BEARING OF N 30°20'27"W, WITH A CHORD LENGTH OF 116.42',; TO A NEW IRON PIPE; THENCE N 26°02'39"W A DISTANCE OF 105.87' TO A BENT EXISTING IRON PIPE; THENCE N 22°34'50"W A DISTANCE OF 9.34' TO A BENT EXISTING IRON PIPE; THENCE N 22°34'50"W A DISTANCE OF 114.90' TO A NEW IRON PIPE, SAID NEW IRON PIPE BEING LOCATED ON THE EASTERN RIGHT-OF-WAY OF LIGON MILL ROAD AND THE COMMON PROPERTY CORNER OF PARCEL PIN# 1739.02-85-6952 AND SUBJECT LOT; THENCE LEAVING RIGHT-OF-WAY N 67°27'26"E A DISTANCE OF 368.96' TO AN EXISTING IRON PIPE; THENCE N 57°26'20"E A DISTANCE OF 150.03' TO A NEW IRON PIPE; THENCE N 72°59'40"W A DISTANCE OF 210.12' TO AN EXISTING IRON PIPE; THENCE N 51°43'47"E A DISTANCE OF 60.83' TO A NEW IRON PIPE; THENCE S 72°52'50"E A DISTANCE OF 42.46' TO A NEW IRON PIPE; THENCE N 77°43'46"E A DISTANCE OF 58.32' TO AN EXISTING IRON PIPE; THENCE N 54°55'36"E A DISTANCE OF 123.68' TO AN EXISTING IRON PIPE; THENCE S 70°03'52"E A DISTANCE OF 60.62' TO AN EXISTING IRON PIPE; THENCE S 39°57'57"E A DISTANCE OF 71.32' TO AN EXISTING IRON PIPE; THENCE N 57°26'20"E A DISTANCE OF 164.80' TO AN EXISTING IRON PIPE, SAID EXISTING IRON PIPE HAVING NC GRID COORDINATES N(y): 796,146.34’ E(x): 2,139,182.07’; THENCE S 29°32'38"E A DISTANCE OF 233.41' TO AN EXISTING IRON PIPE; THENCE S 41°43'12"W A DISTANCE OF 458.10' TO AN EXISTING IRON PIPE; THENCE S 67°26'59"W A DISTANCE OF 445.84' TO AN EXISTING IRON PIPE; WHICH IS THE POINT OF BEGINNING, CONTAINING AN AREA OF 308,994 SQUARE FEET, 7.093 ACRES.

VICINITY MAP

I, MICHAEL A. MOSS CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY PERFORMED UNDER MY SUPERVISION FROM REFERENCES AS NOTED HEREON; THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION SHOWN IN THE REFERENCES; THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY AS CALCULATED IS GREATER THAN 1:10000; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED, WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL

THIS_____DAY OF_____A.D. 2023.

_____ L-3794
PROFESSIONAL LAND SURVEYOR LICENSE NUMBER

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 PURPOSES OF THIS SUBSECTION, AN "EXISTING PARCEL OR EXISTING EASEMENT" IS AN AREA OF LAND DESCRIBED IN A SINGLE LEGAL DESCRIPTION OR LEGALLY RECORDED SUBDIVISION THAT HAS BEEN OR MAY BE LEGALLY CONVEYED TO A NEW OWNER BY DEED IN ITS EXISTING CONFIGURATION.

_____ L-3794
PROFESSIONAL LAND SURVEYOR LICENSE NUMBER

ANNEXATION MAP: AN-22-09, (FLM ENGINEERING)
7.093 ACRES
TOWN OF WAKE FOREST
FULFILLS REQUIREMENTS OF N.C.G.S. 160A-29
ORDINANCE #_____
ADOPTED: NC GRID NAD 83 (2011)
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

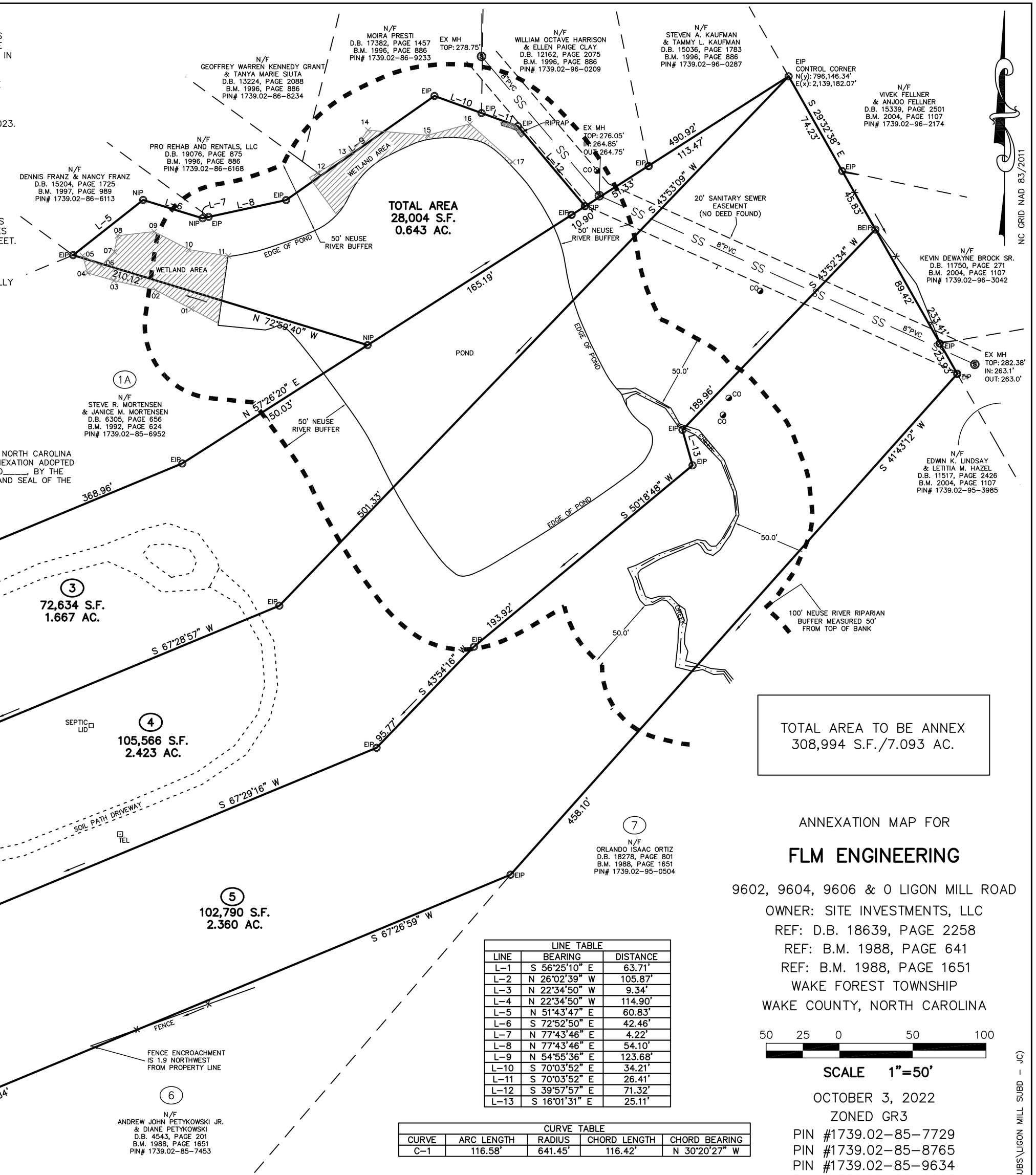
PRELIMINARY FOR REVIEW PURPOSES ONLY

NOTES:

1) AREA COMPUTED BY COORDINATE METHOD.
2) THERE IS NO NCGS MONUMENT WITHIN 2000' OF THIS PROPERTY.
3) THIS PROPERTY MAY BE SUBJECT TO NEUSE RIVER RIPARIAN BUFFER RULES.CALL N.C. DIVISION OF WATER QUALITY TO VERIFY (919-791-4200).

LINE TYPE LEGEND

- PROPERTY LINE - LINE SURVEYED
- RIGHT-OF-WAY
- ADJOINING LINE - LINE NOT SURVEYED
- OVERHEAD LINE
- BUILDING SETBACK
- EASEMENT
- BUFFER
- FLOOD HAZARD SOILS



TOTAL AREA TO BE ANNEX
308,994 S.F./7.093 AC.

LINE TABLE		
LINE	BEARING	DISTANCE
L-1	S 56°25'10" E	63.71'
L-2	N 26°02'39" W	105.87'
L-3	N 22°34'50" W	9.34'
L-4	N 22°34'50" W	114.90'
L-5	N 51°43'47" E	60.83'
L-6	S 72°52'50" E	42.46'
L-7	N 77°43'46" E	4.22'
L-8	N 77°43'46" E	54.10'
L-9	N 54°55'36" E	123.68'
L-10	S 70°03'52" E	34.21'
L-11	S 70°03'52" E	26.41'
L-12	S 39°57'57" E	71.32'
L-13	S 16°01'31" E	25.11'

CURVE TABLE				
CURVE	ARC LENGTH	RADIUS	CHORD LENGTH	CHORD BEARING
C-1	116.58'	641.45'	116.42'	N 30°20'27" W

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

ANNEXATION MAP FOR

FLM ENGINEERING

9602, 9604, 9606 & 0 LIGON MILL ROAD
OWNER: SITE INVESTMENTS, LLC
REF: D.B. 18639, PAGE 2258
REF: B.M. 1988, PAGE 641
REF: B.M. 1988, PAGE 1651
WAKE FOREST TOWNSHIP
WAKE COUNTY, NORTH CAROLINA

50 25 0 50 100

SCALE 1"=50'

OCTOBER 3, 2022
ZONED GR3
PIN #1739.02-85-7729
PIN #1739.02-85-8765
PIN #1739.02-85-9634
PIN #1739.02-86-8083

(X:\SUBS\LIGON MILL SUBD - JC)

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

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: 9/26/2022

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

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

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

See attached map and description.

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
Michael Jordan (Site Investments, LLC)	933 Old Knight Rd Knightdale, NC 27545-9065		9/27/2022

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

ORDINANCE 2023-XXX

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

(Contiguous annexation submitted by Site Investments, LLC for property associated with Ligon Park Subdivision located at 0 Ligon Mill Road, 9606 Ligon Mill Road, 9602 Ligon Mill Road, and 9604 Ligon Mill Road being Wake County PINs 1739-86-8083, 1739-85-7729, 1739-85-8765 and 1739-85-9634 being approximately 7.093 acres.)

WHEREAS, the Board of Commissioners has adopted a resolution under N.C.G.S. 160A-58.2, 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 March 21, 2023, after due notice by publication on March 10, 2023; and

WHEREAS, the Board of Commissioners does hereby find as a fact that said petition meets the requirements of N.C.G.S. 160A-58.2, 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-58.2, as amended, the following described territory is hereby annexed and made part of the Town of Wake Forest as of the 21st day of March, 2023.

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

Section 2. Upon and after the 21st day of March, 2023, 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 March 2023.

_____
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.: 2021-668-
Submitted by: Emma Linn
Submitting Department: Planning
Meeting Date: March 21, 2023

SUBJECT
Consideration of a petition requesting contiguous annexation submitted by Louise T and Edward B Smith and Janest D and Julius O Morris for property associated with Morris Subdivision located at 0 N Main St, 1159 N Main St, 1161 N Main St, 1163 N Main St, and 1164 N Main St (portion) being Wake County PINs 1841-98-4646, 1841-98-7225 (portion), 1851-08-4059 (portion), 1841-88-6835, 1841-88-3996, and 1841-89-0142 and adjacent right-of-way being approximately 22.949 acres.

Recommendation:

Item Summary:

ATTACHMENTS

- 032123 BOC Agenda Summary.docx
- Attachment A Legal Description East Parcel AN-22-07.pdf
- Attachment B Legal Description West Parcel AN-22-07.pdf
- Attachment D West Parcel Annexation Map AN-22-07.pdf
- Attachment C East Parcel Annexation Map AN-22-07
- Attachment E Annexation Petitions AN-22-07.pdf
- CERTIFICATE OF SUFFICIENCY.docx
- DRAFT RESOLUTION.docx

Agenda Item: Consideration of a petition requesting contiguous annexation submitted by Louise T and Edward B Smith and Janest D and Julius O Morris for property associated with the Morris Subdivision rezoning request RZ-22-02, located at 0 N Main St, 1159 N Main St, 1161 N Main St, 1163 N Main St, and 1164 N Main St being Wake County PINs 1841-98-4646 (portion), 1841-98-7225 (portion), 1851-08-4059 (portion), 1841-88-6835, 1841-88-3996, and 1841-89-0142 being approximately 22.949 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 rezoning case RZ-22-02, Morris Subdivision.

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

Attachments: Attachment A Legal Description East Parcel AN-22-07
Attachment B Legal Description West Parcel AN-22-07
Attachment C Annexation Map East Parcel AN-22-07
Attachment D Annexation Map West Parcel AN-22-07
Attachment E Contiguous Annexation Petitions AN-22-07
Certificate of Sufficiency
Draft Resolution

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

BEGINNING AT A NEW IRON PIPE LOCATED ON THE EASTERN RIGHT-OF-WAY OF N. MAIN STREET (U.S. 1-A), SAID NEW IRON PIPE BEING THE COMMON CORNER OF PARCEL PIN# 1841.08-99-4194 AND SUBJECT PARCEL; THENCE LEAVING RIGHT-OF-WAY S 46°14'13" E A DISTANCE OF 434.62' TO A BENT EXISTING IRON PIPE; THENCE N 88°23'41" E A DISTANCE OF 298.10' TO AN EXISTING IRON PIPE; THENCE S 02°52'48" E A DISTANCE OF 459.80' TO AN EXISTING IRON PIPE; THENCE N 72°49'01" E A DISTANCE OF 364.73' TO AN EXISTING IRON PIPE, SAID EXISTING IRON PIPE HAVING NC GRID NAD 83/2011 COORDINATE N(y): 818,508.97' E(x): 2,150,147.11'; THENCE S 52°29'59" E A DISTANCE OF 693.84' TO AN EXISTING IRON PIPE; THENCE S 37°26'42" W A DISTANCE OF 207.89' TO A NEW IRON PIPE; THENCE S 37°26'42" W A DISTANCE OF 488.53' TO AN EXISTING IRON PIPE; THENCE N 57°59'27" W A DISTANCE OF 270.84' TO A NEW IRON PIPE; THENCE N 37°20'42" E A DISTANCE OF 236.23' TO A NEW IRON PIPE; THENCE N 07°42'24" W A DISTANCE OF 74.28' TO AN EXISTING IRON PIPE; THENCE N 58°14'39" W A DISTANCE OF 56.31' TO AN EXISTING IRON PIPE; THENCE N 09°22'29" E A DISTANCE OF 208.66' TO AN EXISTING IRON PIPE; THENCE N 80°39'14" W A DISTANCE OF 208.71' TO AN EXISTING IRON PIPE; THENCE S 22°43'39" W A DISTANCE OF 206.12' TO AN EXISTING IRON PIPE; THENCE N 82°57'02" W A DISTANCE OF 154.22' TO AN EXISTING IRON PIPE; THENCE S 83°46'54" W A DISTANCE OF 4.21' TO A NEW IRON PIPE; THENCE N 10°48'29" W A DISTANCE OF 366.13' TO A NEW IRON PIPE; THENCE S 83°16'21" W A DISTANCE OF 189.00' TO A NEW IRON PIPE; THENCE S 65°30'28" W A DISTANCE OF 160.90' TO A NEW IRON PIPE; THENCE N 29°31'43" W A DISTANCE OF 521.70' TO A NEW IRON PIPE;THENCE N 52°58'54" E A DISTANCE OF 15.13' TO A BENT EXISTING IRON PIPE; THENCE N 32°23'14" E A DISTANCE OF 271.16' TO A NEW IRON PIPE; THENCE N 45°10'03" W A DISTANCE OF 131.85' TO AN EXISTING IRON PIPE, SAID EXISTING IRON PIPE BEING LOCATED ON THE EASTERN RIGHT-OF-WAY OF N. MAIN STREET (U.S. 1-A), SAID EXISTNG IRON PIPE BEING THE COMMON CORNER OF PARCEL PIN# 1841.08-99-1062 AND SUBJECT LOT; THENCE ALONG RIGHT-OF-WAY N 32°33'56" E A DISTANCE OF 71.81' TO A NEW IRON PIPE; WHICH IS THE POINT OF BEGINNING, CONTAINING AN AREA OF 807,045 SQUARE FEET, 18.527 ACRES.

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

BEGINNING AT A NEW IRON PIPE LOCATED ON THE WESTERN RIGHT-OF-WAY OF N. MAIN STREET (U.S. 1-A), SAID NEW IRON PIPE BEING THE COMMON CORNER OF PARCEL PIN#1841.08-88-2891 AND SUBJECT LOT; SAID NEW IRON PIPE BEING LOCATED FROM N.C.G.S MONUMENT “OLD DEPOT” N 27°54'33" E A DISTANCE OF 8,039.44’; THENCE LEAVING RIGHT-OF-WAY N 66°48'10" W A DISTANCE OF 973.55' TO AN EXISTING IRON PIPE, SAID EXISTING IRON PIPE HAVING NC GRID NAD 83/2011 COORDINATE N(y): 819,098.11’ E(x): 2,147,848.57’; THENCE N 13°24'42" W A DISTANCE OF 100.00' TO AN EXISTING IRON BAR; THENCE N 34°05'18" E A DISTANCE OF 99.03' TO AN EXISTING IRON PIPE; THENCE S 67°36'00" E A DISTANCE OF 1,066.00' TO A NEW IRON PIPE, SAID NEW IRON PIPE LOCATED ON N. MAIN STREET (U.S. 1-A) RIGHT-OF-WAY, SAID NEW IRON PIPE BEING THE COMMON CORNER OF PARCEL PIN# 1841.08-79-7617 AND SUBJECT PARCEL; THENCE ALONG RIGHT-OF-WAY WITH A TURNING TO THE RIGHT WITH AN ARC LENGTH OF 30.42', WITH A RADIUS OF 1,544.53', WITH A CHORD BEARING OF N 35°01'59"E, WITH A CHORD LENGTH OF 30.41', TO A NEW IRON PIPE; THENCE WITH A TURNING TO THE RIGHT WITH AN ARC LENGTH OF 30.89', WITH A RADIUS OF 1,544.53', WITH A CHORD BEARING OF N 36°10'12"E, WITH A CHORD LENGTH OF 30.809', TO A NEW IRON PIPE; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 137.95', WITH A RADIUS OF 1,544.53', WITH A CHORD BEARING OF N 39°18'06"E, WITH A CHORD LENGTH OF 137.90',; TO A NEW IRON PIPE; WHICH IS THE POINT OF BEGINNING, CONTAINING AN AREA OF 192,624 SQUARE FEET, 4.422 ACRES.

I, MICHAEL A. MOSS CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY PERFORMED UNDER MY SUPERVISION FROM REFERENCES AS NOTED HEREON; THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION SHOWN IN THE REFERENCES, THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY AS CALCULATED IS GREATER THAN 1:10000; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED, WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL

THIS_____DAY OF_____ A.D. 2022.

_____ L-3794
PROFESSIONAL LAND SURVEYOR LICENSE NUMBER

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 PURPOSES OF THIS SUBSECTION, AN "EXISTING PARCEL OR EXISTING EASEMENT" IS AN AREA OF LAND DESCRIBED IN A SINGLE LEGAL DESCRIPTION OR LEGALLY RECORDED SUBDIVISION THAT HAS BEEN OR MAY BE LEGALLY CONVEYED TO A NEW OWNER BY DEED IN ITS EXISTING CONFIGURATION.

PRELIMINARY FOR REVIEW PURPOSES ONLY

_____ L-3794
PROFESSIONAL LAND SURVEYOR LICENSE NUMBER

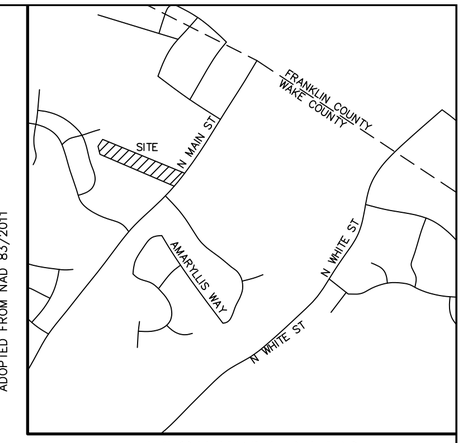
LAND SURVEYOR/CONTACT

CMP, PC
MICHAEL A. MOSS, PLS
333 S. WHITE STREET
WAKE FOREST, NC 27587
(919) 556-3148
MIKE@CMPPLS.COM

LINE TABLE		
LINE	BEARING	DISTANCE
L-1	N 27°54'33" E	8039.44'
L-2	N 18°16'53" W	25.59'
L-3	S 13°24'42" E	100.00'
L-4	N 34°05'18" E	99.03'

CURVE TABLE				
CURVE	ARC LENGTH	RADIUS	CHORD LENGTH	CHORD BEARING
C-1	30.42'	1544.53'	30.41'	S 35°01'59" W
C-2	30.89'	1544.53'	30.89'	S 36°10'12" W
C-3	137.95'	1544.53'	137.90'	S 39°18'06" W

ADOPTED FROM NAD 83/2011



VICINITY MAP

LEGEND:

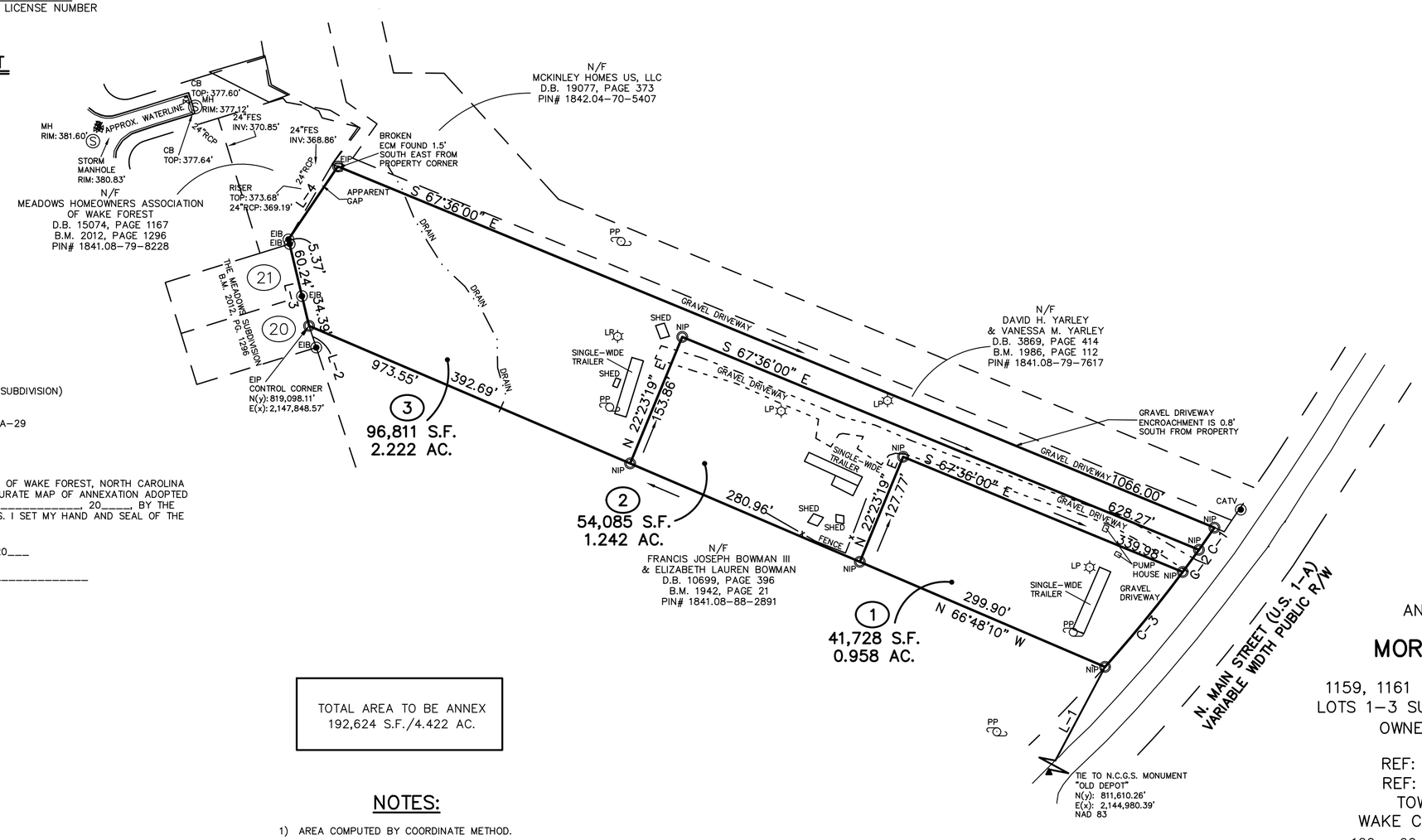
EIP – EXISTING IRON PIPE
EIB – EXISTING IRON BAR
BEIP – BENT IRON PIPE
BEIB – BENT IRON BAR
CM – CONCRETE MONUMENT
EPK – EXISTING PK NAIL
SPK – SET PK NAIL
NIP – NEW IRON PIPE SET
R/W – RIGHT OF WAY
CATV – CABLE TV BOX
EB – ELECTRIC BOX
TEL – TELEPHONE PEDESTAL
PP – POWER POLE
OHL – OVERHEAD LINE
LP – LIGHT POLE
WM – WATER METER
WV – WATER VALVE
CO – SEWER CLEAN-OUT

ANNEXATION MAP: AN-22-07, (MORRIS SUBDIVISION)
4.633 ACRES
TOWN OF WAKE FOREST
FULFILLS REQUIREMENTS OF N.C.G.S. 160A-29
ORDINANCE #_____
ADOPTED: NC GRID NAD 83 (2011)
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



TOTAL AREA TO BE ANNEX
192,624 S.F./4.422 AC.

NOTES:

1) AREA COMPUTED BY COORDINATE METHOD.

LINE TYPE LEGEND

PROPERTY LINE – LINE SURVEYED
RIGHT-OF-WAY
ADJOINING LINE – LINE NOT SURVEYED
OVERHEAD LINE
BUILDING SETBACK
EASEMENT
BUFFER
FLOOD HAZARD SOILS

ANNEXATION MAP FOR

MORRIS SUBDIVISION

1159, 1161 & 1163 NORTH MAIN STREET
LOTS 1-3 SUBDIVISION FOR ALICE TAYLOR
OWNERS: EDWARD B. SMITH
& LOUISE T. SMITH
REF: D.B. 11542, PAGE 761
REF: B.M. 1985, PAGE 296
TOWN OF WAKE FOREST
WAKE COUNTY, NORTH CAROLINA

120 60 0 120 360

SCALE 1"=120'

JULY 26, 2022
ZONED RD
PIN # 1841.08-88-6835
PIN # 1841.08-88-3996
PIN # 1841.08-89-0142

(X:\SUBS\MORRIS-BLUE HEEL BOUNDARY - JC)

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

I, MICHAEL A. MOSS CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY PERFORMED UNDER MY SUPERVISION FROM REFERENCES AS NOTED HEREON; THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION SHOWN IN THE REFERENCES, THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY AS CALCULATED IS GREATER THAN 1:10000; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED, WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL

THIS_____DAY OF_____ A.D. 2022.

_____ L-3794
PROFESSIONAL LAND SURVEYOR LICENSE NUMBER

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 PURPOSES OF THIS SUBSECTION, AN "EXISTING PARCEL OR EXISTING EASEMENT" IS AN AREA OF LAND DESCRIBED IN A SINGLE LEGAL DESCRIPTION OR LEGALLY RECORDED SUBDIVISION THAT HAS BEEN OR MAY BE LEGALLY CONVEYED TO A NEW OWNER BY DEED IN ITS EXISTING CONFIGURATION.

PRELIMINARY
NOT FOR RECORDATION OR SALES PURPOSES ONLY

_____ L-3794
PROFESSIONAL LAND SURVEYOR LICENSE NUMBER

ANNEXATION MAP: AN-22-07, (MORRIS SUBDIVISION)
18.608 ACRES
TOWN OF WAKE FOREST
FULFILLS REQUIREMENTS OF N.C.G.S. 160A-29
ORDINANCE #_____
ADOPTED: NC GRID NAD 83 (2011)
EFFECTIVE DATE OF ANNEXATION:

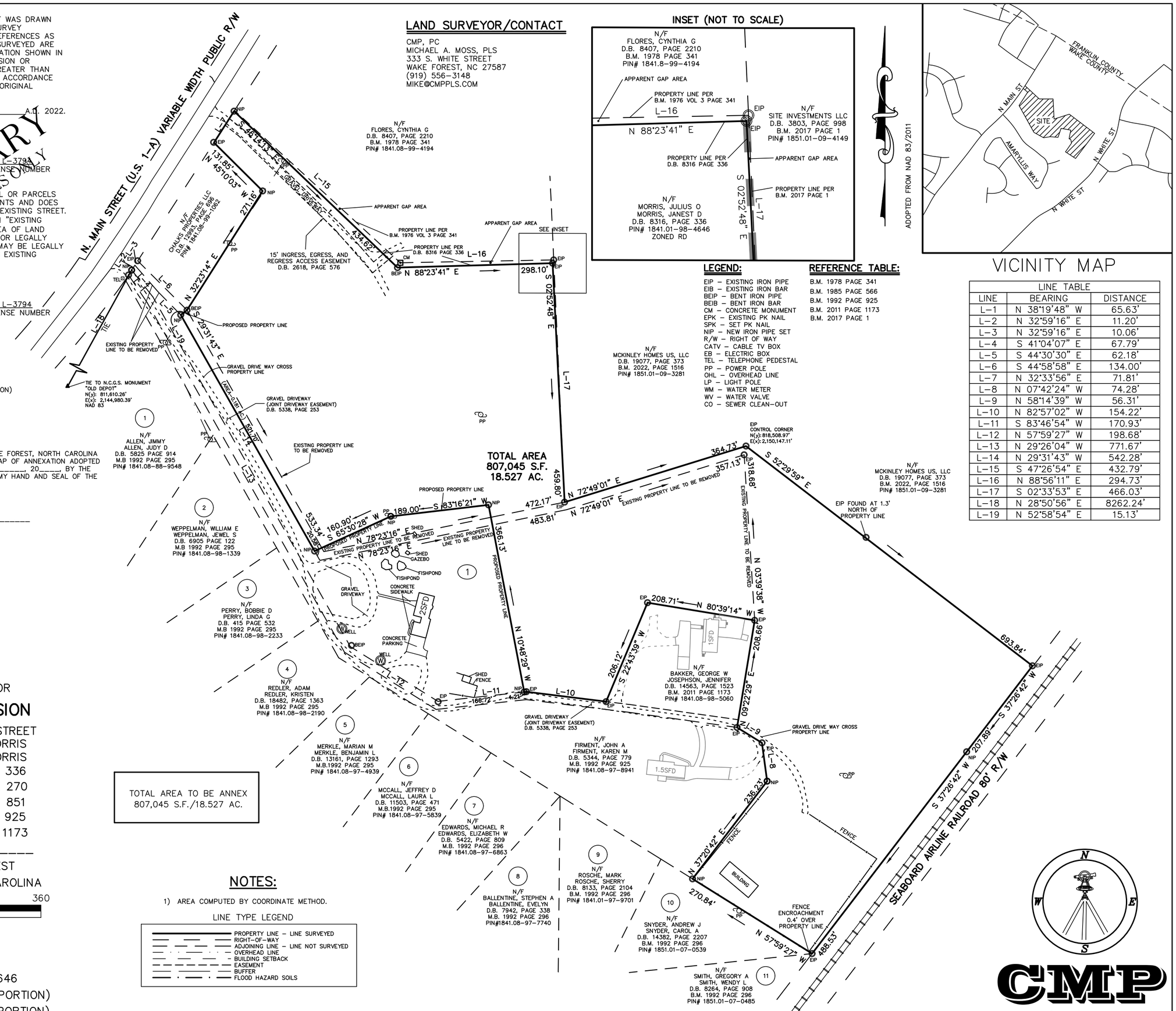
I, THERESA SAVARY, TOWN CLERK, TOWN OF WAKE FOREST, NORTH CAROLINA CERTIFY THAT THIS IS A TRUE AND ACCURATE MAP OF ANNEXATION ADOPTED THE _____ DAY OF _____, 20____, BY THE WAKE FOREST BOARD OF COMMISSIONERS. I SET MY HAND AND SEAL OF THE TOWN OF WAKE FOREST,

_____, 20___

_____
THERESA SAVARY

LAND SURVEYOR/CONTACT

CMP, PC
MICHAEL A. MOSS, PLS
333 S. WHITE STREET
WAKE FOREST, NC 27587
(919) 556-3148
MIKE@CMPPLS.COM



INSET (NOT TO SCALE)

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

REFERENCE TABLE:

B.M. 1978 PAGE 341
B.M. 1985 PAGE 566
B.M. 1992 PAGE 925
B.M. 2011 PAGE 1173
B.M. 2017 PAGE 1

VICINITY MAP

LINE TABLE		
LINE	BEARING	DISTANCE
L-1	N 38°19'48" W	65.63'
L-2	N 32°59'16" E	11.20'
L-3	N 32°59'16" E	10.06'
L-4	S 41°04'07" E	67.79'
L-5	S 44°30'30" E	62.18'
L-6	S 44°58'58" E	134.00'
L-7	N 32°33'56" E	71.81'
L-8	N 07°42'24" W	74.28'
L-9	N 58°14'39" W	56.31'
L-10	N 82°57'02" W	154.22'
L-11	S 83°46'54" W	170.93'
L-12	N 57°59'27" W	198.68'
L-13	N 29°26'04" W	771.67'
L-14	N 29°31'43" W	542.28'
L-15	S 47°26'54" E	432.79'
L-16	N 88°56'11" E	294.73'
L-17	S 02°33'53" E	466.03'
L-18	N 28°50'56" E	8262.24'
L-19	N 52°58'54" E	15.13'

ANNEXATION MAP FOR

MORRIS SUBDIVISION

0 & 1164 NORTH MAIN STREET
OWNERS: JULIUS O. MORRIS
& JANEST D. MORRIS
REF: D.B. 8316, PAGE 336
REF: D.B. 5338, PAGE 270
REF: D.B. 6215, PAGE 851
REF: B.M. 1992, PAGE 925
REF: B.M. 2011, PAGE 1173
REF: B.M. 2022, PAGE ____
TOWN OF WAKE FOREST
WAKE COUNTY, NORTH CAROLINA

120 60 0 120 360
SCALE 1"=120'

JULY 26, 2022
ZONED RD & GR3
PIN # 1841.08-98-4646
PIN # 1841.08-98-7225 (PORTION)
PIN # 1851.01-08-4059 (PORTION)

TOTAL AREA TO BE ANNEX
807,045 S.F./18.527 AC.

NOTES:

1) AREA COMPUTED BY COORDINATE METHOD.

LINE TYPE LEGEND

PROPERTY LINE – LINE SURVEYED
RIGHT-OF-WAY
ADJOINING LINE – LINE NOT SURVEYED
OVERHEAD LINE
BUILDING SETBACK
EASEMENT
BUFFER
FLOOD HAZARD SOILS

(X:\SUBS\MORRIS-BLUE HEEL BOUNDARY - JC)

CMP

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

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: 2/25/2022 APPLICATION NUMBER RZ-22-02 SD-22-03

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

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

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

See attached map and description.

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
SMITH, EDWARD B SMITH, LOUISE T	15 CANNADY WAY FRANKLINTON NC 27525-8939	Edward B Smith	8-11-22
		Louise T. Smith	8-11-22

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

TOWN *of*
WAKE FOREST

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

CONTIGUOUS ANNEXATION PETITION APPLICATION

(Last updated: July 2013)

Submittal Date: Feb 25, 2022

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

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

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

See attached map and description.

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
MORRIS, JULIUS O MORRIS, JANEST D	1164 N MAIN ST WAKE FOREST NC 27587-8238	Julius Morris	8/8/22
		Julius Morris	8/8/22
		Janest Morris	8/8/22
		Janest Morris	8/8/22

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

CERTIFICATE OF SUFFICIENCY

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

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

In witness whereof, I have hereto set my hand and affixed the seal of the Town of Wake Forest, this the 21st day of February, 2023.

_____

Town Clerk

(SEAL)

RESOLUTION 2023-

RESOLUTION FIXING DATE OF PUBLIC HEARING ON QUESTION OF ANNEXATION PURSUANT TO N.C.G.S. 160A-31, AS AMENDED

(by Louise T and Edward B Smith and Janest D and Julius O Morris for property associated with Morris Subdivision located at 0 N Main St, 1159 N Main St, 1161 N Main St, 1163 N Main St, and 1164 N Main St being Wake County PINs 1841-98-4646 (portion), 1841-98-7225 (portion), 1851-08-4059 (portion), 1841-88-6835, 1841-88-3996, and 1841-89-0142 being approximately 22.949 acres.)

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

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

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

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

Section 1. That a public hearing on the question of annexation of the contiguous area described herein will be held at the Wake Forest Town Hall at 6:00 p.m. on the 21st day of March, 2023.

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

(See Attachment A - Legal Description East Parcel, Attachment B - Legal Description West Parcel Attachment C - Annexation Map East Parcel, and Attachment D – Annexation Map West Parcel)

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

Adopted and effective this the 21st day of February, 2023.

_____

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.: 2023-82-
Submitted by: Terry Savary
Submitting Department: Administration
Meeting Date: March 21, 2023

SUBJECT
Resolution by the Town of Wake Forest Authorizing Execution of Opioid Settlements and Approving The Supplemental Agreement for Additional Funds Between the State of North Carolina and Local Governments on Proceeds Relating to the Settlement of Opioid Litigation

Recommendation:

Item Summary:

ATTACHMENTS
- Action_Required_Teva_Allergan_CVS_Walgree.pdf
- Resolution2023-13ForMunicipalities2ndSettlementsOpioidLitigationMar202321.pdf

DocuSign Envelope ID: 6DB226EA-4653-4AEB-9915-6B219DFE6D8E

New National Opioids Settlements: Teva, Allergan, CVS, Walgreens, and Walmart
Opioids Implementation Administrator
opioidsparticipation@rubris.com

Wake Forest town, NC
Reference Number: CL-387478

TO NORTH CAROLINA COUNTIES AND MUNICIPALITIES:

THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOID SETTLEMENTS. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

Deadline: April 18, 2023

Five new proposed national opioid settlements ("*New National Opioid Settlements*") have been reached with **Teva, Allergan, CVS, Walgreens, and Walmart** ("Settling Defendants"). This *Participation Package* is a follow-up communication to the *Notice of National Opioid Settlements* recently received electronically by your subdivision ("subdivision").

You are receiving this *Participation Package* because North Carolina is participating in the following settlements:

- **Teva**
- **Allergan**
- **CVS**
- **Walgreens**
- **Walmart**

This electronic envelope contains:

- *Participation Forms* for Teva, Allergan, CVS, Walgreens, and Walmart, including a release of any claims.
- The North Carolina Supplemental Agreement for Additional Funds from Additional Settlements of Opioid Litigation ("SAAF").

The *Participation Form* for each settlement must be executed, without alteration, and submitted on or before April 18, 2023, in order for your subdivision to be considered for initial participation calculations and payment eligibility.

The SAAF is a supplement to the North Carolina Memorandum of Agreement ("MOA") on the allocation, use, and reporting of funds from the prior opioid settlements with the "big three" drug distributors plus Johnson & Johnson.

Based upon subdivision participation forms received on or before April 18th, the subdivision participation rate will be used to determine whether participation for each deal is sufficient for the settlement to move forward and whether a state earns its maximum potential payment under the settlement. If the settlement moves

forward, your release will become effective. If a settlement does not move forward, that release will not become effective.

Any subdivision that does not participate cannot directly share in the settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds. Any subdivision that does not participate may also reduce the amount of money for programs to remediate the opioid crisis in its state. Please note, a subdivision will not necessarily directly receive settlement funds by participating; decisions on how settlement funds will be allocated within a state are subject to the North Carolina SAAF and MOA.

You are encouraged to discuss the terms and benefits of the *New National Opioid Settlements* with your counsel, the North Carolina Attorney General's Office, the North Carolina Association of County Commissioners, and the North Carolina League of Municipalities.

Information and documents regarding the *New National Opioid Settlements* can be found on the national settlement website at https://nationalopioidsettlement.com/. This website will be supplemented as additional documents are created.

Information about how these settlements are being implemented in North Carolina and how funds will be allocated within the state can be found at https://www.MorePowerfulNC.org. This website also includes draft resolution templates for your governing body to authorize joining these settlements and the North Carolina SAAF.

How to return signed forms:

There are three methods for returning the executed *Participation Forms* and any supporting documentation to the Implementation Administrator:

(1) *Electronic Signature via DocuSign*: Executing the *Participation Forms* electronically through DocuSign will return the signed forms to the Implementation Administrator and associate your forms with your subdivision's records. Electronic signature is the most efficient method for returning *Participation Forms*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.

(2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning manually signed *Participation Forms* via DocuSign will associate your signed forms with your subdivision's records.

(3) *Manual Signature returned via electronic mail*: If your subdivision is unable to return executed *Participation Forms* using DocuSign, signed *Participation Forms* may be returned via electronic mail to

DocuSign Envelope ID: 6DB226EA-4653-4AEB-9915-6B219DFE6D8E

opioidsparticipation@rubris.com. Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line Settlement Participation Forms – [Subdivision Name, Subdivision State] – [Reference ID].

Detailed instructions on how to sign and return the *Participation Forms*, including changing the authorized signer, can be found at https://nationalopioidsettlement.com. You may also contact opioidsparticipation@rubris.com.

The sign-on period for subdivisions ends on April 18, 2023.

If you have any questions about executing these forms, please contact your counsel, the Implementation Administrator at opioidsparticipation@rubris.com, or the North Carolina Attorney General's Office at opioidsettlement@ncdoj.gov.

Thank you,

National Opioids Settlements Implementation Administrator

The Implementation Administrator is retained to provide the settlement notice required by the respective settlement agreements referenced above and to manage the collection of settlement participation forms for each settlement.

DocuSign Envelope ID: 6DB226EA-4653-4AEB-9915-6B219DFE6D8E

Supplemental Agreement for Additional Funds From Additional Settlements of Opioid Litigation

I. PURPOSE

The purpose of this Supplemental Agreement for Additional Funds ("SAAF") is to direct Additional Funds from Additional Settlements of opioid litigation to the state of North Carolina and local governments in a manner consistent with the Memorandum of Agreement ("MOA") Between the State of North Carolina and Local Governments on Proceeds Relating to the Settlement of Opioid Litigation that has governed the distribution of Opioid Settlement Funds to the State and its Local Governments since May 2022.

This SAAF does not change the scope or meaning of the MOA with respect to Opioid Settlement Funds governed by the MOA. Instead, this SAAF applies the terms of the MOA – with certain clarifications noted below – to the Additional Settlements and Additional Funds described below.

II. SCOPE

A. Scope of the MOA. Under the terms of the MOA, the MOA governs Opioid Settlement Funds from:

   1. The National Settlement Agreement with the drug distributors Cardinal, McKesson, and AmerisourceBergen and the drug maker Johnson & Johnson and its subsidiary Janssen Pharmaceuticals; and

   2. The Bankruptcy Resolution with Mallinckrodt; any Bankruptcy Resolution with Purdue; and any other Bankruptcy Resolution as the term "Bankruptcy Resolution" is defined in the MOA.

B. Scope of this SAAF. This SAAF governs Additional Funds from the Additional Settlements with Additional Settling Defendants Walmart, Inc., Teva Pharmaceutical Industries Ltd., Allergan Finance, LLC, Allergan Limited, CVS Health Corporation, CVS Pharmacy, Inc., and Walgreen Co., as well as their subsidiaries, affiliates, officers, and directors named in the Additional Settlements.

DocuSign Envelope ID: 6DB226EA-4653-4AEB-9915-6B219DFE6D8E

III. APPLICATION OF THE MOA TO ADDITIONAL SETTLEMENTS AND FUNDS

The MOA, which is incorporated herein by reference, governs Additional Settlements and Additional Funds in every respect, except as set forth hereinbelow. In the event of any conflict between the MOA and this SAAF, with respect to Additional Settlements and Additional Funds, the provisions of this SAAF shall take precedence.

A. Definitions.

1. The definitions used in the MOA are incorporated by reference into this SAAF.

2. "Additional Funds" shall mean all funds allocated by the Additional Settlements to the State or Local Governments for purposes of opioid remediation activities, as well as any repayment of those funds and any interest or investment earnings that may accrue as those funds are temporarily held before being expended on opioid remediation strategies. Not included are funds made available in Additional Settlements for the payment of the Parties' litigation expenses or the reimbursement of the United States Government.

3. "Additional Settlements" means a national opioid settlement agreement with the Parties and one or more of the Additional Settling Defendants concerning alleged misconduct in manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic.

4. "Additional Settling Defendants" means the defendants listed in section II.B of this SAAF.

5. "Local Counsel" means legal counsel and law firms who have a principal office in North Carolina and represented one or more North Carolina counties and municipalities in litigation against one or more Additional Settling Defendant concerning opioids.

6. "National Counsel" means legal counsel and law firms who have a principal office outside of North Carolina and represented various North Carolina counties and municipalities in litigation against one or more Settling Defendant or Additional Settling Defendant concerning opioids.

7. "Required Local Governments" means all North Carolina counties and municipalities that have filed litigation against any of the Settling Defendants or Additional Settling Defendants.

DocuSign Envelope ID: 6DB226EA-4653-4AEB-9915-6B219DFE6D8E

B. Allocation of Additional Funds

1. Method of distribution. Pursuant to any Additional Settlements, Additional Funds shall be distributed directly to the State, Local Governments, and Local Counsel for such uses as set forth in the MOA and this SAAF, provided Opioid Settlement Funds shall not be considered funds of the State, any Local Governments, or any Local Counsel unless and until such time as each distribution is made.

2. Overall allocation of funds. Additional Funds shall be allocated as follows with respect to each payment from the Additional Settling Defendants: (i) 15% directly to the State ("State Additional Abatement Fund"), (ii) 84.62% to abatement funds established by Local Governments ("Local Additional Abatement Funds"), and (iii) 0.38% to a Local Counsel Fee Fund described in section IV of this SAAF.

3. The allocation of Local Additional Abatement Funds between Local Governments shall be as described in MOA section B.3. However, to the extent required by the terms of an Additional Settlement, the proportions set forth in MOA Exhibit G shall be adjusted: (i) to provide no payment from an Additional Settlement to any listed county or municipality that does not participate in the Additional Settlement; and (ii) to provide a reduced payment from an Additional Settlement to any listed county or municipality that signs onto the Additional Settlement after the deadline specified by the Additional Settlement.

4. Municipal allocations of Local Additional Abatement Funds shall be as described in MOA section B.4. Consistent with the manner in which MOA section B.4.b has been interpreted by the parties to the MOA with respect to Opioid Settlement Funds, a municipality that directs Local Additional Abatement Funds to the county or counties in which it is located pursuant to MOA section B.4 shall be relieved of any reporting or other obligations under the MOA with respect to the redirected funds.

5. The use of Additional Funds for opioid remediation activities shall be as described in MOA section B.5.

6. All Parties acknowledge and agree the Additional Settlements will require a Local Government to release all its claims against the Additional Settling Defendants to receive Additional Funds. All Parties further acknowledge and agree based on the terms of the Additional Settlements, a Local Government may receive funds through this SAAF only after complying with all requirements set forth in the Additional Agreements to release its claims.

DocuSign Envelope ID: 6DB226EA-4653-4AEB-9915-6B219DFE6D8E

C. Payment of Litigating and Non-Litigating Parties

No party engaged in litigating the MDL Matter shall receive a smaller payment than a similarly situated non-litigating Party, other than as based on the Allocation Proportions in MOA Exhibit G.

D. Special Revenue Fund

Every Local Government receiving Additional Funds shall either (1) deposit the Additional Funds in the special revenue fund that the Local Government created for Opioid Settlement Funds pursuant to MOA section D.1 or (2) create a separate special revenue fund as described in MOA section D.1 that is designated for the receipt and expenditure of the Additional Funds. In either case, every Local Government receiving Additional Funds shall abide by MOA section D and other relevant provisions of the MOA with respect to the Additional Funds in the special revenue fund.

E. Opioid Remediation Activities

1. Local Governments shall expend Additional Funds according to the requirements for Opioid Settlement Funds stated in MOA section E.

2. The coordination group established by MOA section E.7 and described in MOA Exhibit D shall have the same responsibilities with respect to remediation activities funded by Additional Funds and related requirements and procedures that it has with respect to the Opioid Settlement Funds covered by the MOA.

F. Auditing, Compliance, Reporting, and Accountability

1. The Auditing, Compliance, Reporting, and Accountability provisions stated in MOA section F shall apply to Additional Funds in the way they apply to Opioid Settlement Funds.

2. The coordination group established by MOA section E.7 and described in MOA Exhibit D shall have the same responsibilities with respect to auditing, compliance, reporting, and accountability provisions relating to Additional Funds that it has with respect to the Opioid Settlement Funds covered by the MOA.

DocuSign Envelope ID: 6DB226EA-4653-4AEB-9915-6B219DFE6D8E

G. Effectiveness

1. When this SAAF takes effect. This SAAF shall become effective at the time a sufficient number of Local Governments have joined the SAAF to qualify the SAAF as a State-Subdivision Agreement under the Additional Settlements. If this SAAF does not thereby qualify as a State-Subdivision Agreement, this SAAF will have no effect.

2. Amendments to the SAAF.

    a. Amendments to conform to final national documents. The Attorney General, with the consent of a majority vote from a group of Local Government attorneys appointed by the Association of County Commissioners, may initiate a process to amend this SAAF to make any changes required by the final provisions of the Additional Settlements. The Attorney General's Office will provide written notice of the necessary amendments to all the previously joining parties. Any previously joining party will have a two-week opportunity to withdraw from the SAAF. The amendments will be effective to any party that does not withdraw.

    b. Coordination group. The coordination group may make the changes to the SAAF described and authorized in MOA Exhibit D.

    c. No amendments to allocation between Local Governments. Notwithstanding any other provision of this SAAF, the allocation proportions set forth in MOA Exhibit G may not be amended.

    d. General amendment power. After execution, the coordination group may propose other amendments to the SAAF, subject to the limitation in Section G.2.c of this SAAF. Such amendments will take effect only if approved in writing by the Attorney General and at least two-thirds of the Local Governments who are Parties to this SAAF. In the vote, each Local Government Party will have a number of votes measured by the allocation proportions set forth in MOA Exhibit G.

3. Acknowledgement. The Parties acknowledge this SAAF is an effective and fair way to address the needs arising from the public health crisis due to the misconduct committed by the Pharmaceutical Supply Chain Participants.

DocuSign Envelope ID: 6DB226EA-4653-4AEB-9915-6B219DFE6D8E

4. When SAAF is no longer in effect. This SAAF is effective until one year after the last date on which any (a) Opioid Settlement Funds are being spent by Local Governments pursuant to the National Settlement Agreement and any Bankruptcy Resolution or (b) Additional Funds are being spent by Local Governments pursuant to the Additional Settlements.

5. Application of SAAF to settlements. This SAAF applies to the Additional Settlements.

6. Applicable law and venue. Unless required otherwise by the Additional Settlements, this MOA shall be interpreted using North Carolina law and any action related to the provisions of this SAAF must be adjudicated by the Superior Court of Wake County. If any provision of this SAAF is held invalid by any court of competent jurisdiction, this invalidity does not affect any other provision which can be given effect without the invalid provision.

7. Scope of this SAAF. The Parties acknowledge this SAAF does not excuse any requirements placed upon them by the terms of the Additional Settlements, except to the extent those terms allow for a State-Subdivision Agreement to do so.

8. No third party beneficiaries. No person or entity is intended to be a third party beneficiary of this SAAF.

9. No effect on authority of parties. Nothing in this SAAF shall be construed to affect or constrain the authority of the Parties under law.

10. Signing and execution of this SAAF. This SAAF may be signed and executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. A signature transmitted by facsimile, electronic image, or DocuSign shall be deemed an original signature for purposes of executing this SAAF. Each person signing this SAAF represents he or she is fully authorized to enter into the terms and conditions of, and to execute, this SAAF, and all necessary approvals and conditions precedent to execution have been satisfied.

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IV. LOCAL COUNSEL FEE FUND

Local Counsel have reviewed the Additional Settlements, find them to be equitable, and recommend their clients execute these Additional Settlements and this SAAF. If (1) all Local Counsel sign this SAAF whereby they consent to the terms of this SAAF and agree to be legally bound by this SAAF, including but not limited to Section IV of this SAAF, and (2) all Required Local Governments agree on or before April 18, 2023 to dismiss all litigation against the Additional Settling Defendants as required by the Additional Settlements, then each Local Counsel shall be entitled to receive a portion of the Local Counsel Fee Fund for the Additional Settlements, in such proportions as set forth below. If one or more Required Local Governments does not dismiss litigation as required by the Additional Settlements, then the 0.38% share of Additional Funds set forth in Section III.B.2 of this SAAF for the Local Counsel Fee Fund shall be included in the Local Additional Abatement Funds, such that 85% of the Additional Funds will be allocated to Local Additional Abatement Funds, and 0% will be allocated to the Local Counsel Fee Fund.

Local Counsel release all North Carolina counties and municipalities from any claim regarding the obligation to pay legal fees or costs relating to their representation of North Carolina counties and municipalities regarding opioid claims and litigation against the Settling Defendants and Additional Settling Defendants. Local Counsel retain their rights to recover legal fees from any national legal fee fund established by a national settlement and to collect any fees due from National Counsel. If one or more National Counsel fails to release its North Carolina client counties and/or municipalities from any contractual obligation to pay legal fees or costs relating to their representation of North Carolina counties and municipalities regarding opioid claims and litigation against the Settling Defendants and Additional Settling Defendants, as required for National Counsel and Local Counsel to receive a portion of the national fee funds created by the National Settlement Agreements and Additional Settlement, then the 0.38% share of Additional Funds set forth in Section III.B.2 of this SAAF for the Local Counsel Fee Fund shall be included in the Local Additional Abatement Funds, such that 85% of the Additional Funds will be allocated to Local Additional Abatement Funds, and 0% will be allocated to the Local Counsel Fee Fund.

As soon as practicable, but in any event no later than May 1, 2023, Local Counsel shall report to the settlement administrator the proportion of the Local Counsel Fee Fund to be received by each Local Counsel. No funds shall be paid out of the Local Counsel Fee Fund until such report is received. Each Local Counsel's release of claims against all North Carolina counties and municipalities as provided above shall remain in full force and effect regardless of the proportion of the Local Counsel Fee Fund that any Local Counsel receives.

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IN WITNESS WHEREOF, the parties, through their duly authorized officers, have executed this Supplemental Agreement for Additional Funds under seal as of the date hereof.

Wake Forest town, NC
Reference Number: CL-387478

Signature: _____

Name: _____

Title: _____

Date: _____

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EXHIBIT K
Subdivision and Special District Settlement Participation Form

Will your subdivision or special district be signing the settlement participation forms for the Allergan and Teva Settlements at this time?

[ ] Yes [ ] No

Governmental Entity: Wake Forest town	State: NC
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 ("*Allergan Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Allergan Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Allergan Settlement as provided therein.

2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Allergan Settlement regarding Cessation of Litigation Activities.

3. The Governmental Entity shall, within fourteen (14) days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the MDL Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at https://nationalopioidsettlement.com.

4. The Governmental Entity agrees to the terms of the Allergan Settlement pertaining to Subdivisions and Special Districts as defined therein.

5. By agreeing to the terms of the Allergan Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

6. The Governmental Entity agrees to use any monies it receives through the Allergan Settlement solely for the purposes provided therein.

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7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Allergan Settlement.

8. The Governmental Entity has the right to enforce the Allergan Settlement as provided therein.

9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Allergan Settlement, including, but not limited to, all provisions of **Section V (Release)**, and along with all departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Allergan Settlement are intended to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Allergan Settlement shall be a complete bar to any Released Claim.

10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Allergan Settlement.

11. In connection with the releases provided for in the Allergan Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

    > **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

    A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Allergan Settlement.

12. Nothing herein is intended to modify in any way the terms of the Allergan Settlement, to which the Governmental Entity hereby agrees. To the extent this Settlement Participation Form is interpreted differently from the Allergan Settlement in any respect, the Allergan Settlement controls.

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I have all necessary power and authorization to execute this Settlement Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

Exhibit K
Subdivision and Special District Settlement Participation Form

Governmental Entity: Wake Forest town	State: NC
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 ("*Teva Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Teva Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Teva Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Teva Settlement as provided therein.

2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Teva Settlement regarding Cessation of Litigation Activities.

3. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at https://nationalopioidsettlement.com.

4. The Governmental Entity agrees to the terms of the Teva Settlement pertaining to Subdivisions as defined therein.

5. By agreeing to the terms of the Teva Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

6. The Governmental Entity agrees to use any monies it receives through the Teva Settlement solely for the purposes provided therein.

7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Teva Settlement.

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8. The Governmental Entity has the right to enforce the Teva Settlement as provided therein.

9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Teva Settlement, including but not limited to all provisions of Section V (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Teva Settlement are intended by Released Entitles and the Governmental Entity to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Teva Settlement shall be a complete bar to any Released Claim.

10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Teva Settlement.

11. In connection with the releases provided for in the Teva Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

    > **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

    A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Teva Settlement.

12. Nothing herein is intended to modify in any way the terms of the Teva Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Teva Settlement in any respect, the Teva Settlement controls.

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I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

DocuSign Envelope ID: 6DB226EA-4653-4AEB-9915-6B219DFE6D8E

EXHIBIT K

Subdivision Participation and Release Form

Will your subdivision or special district be signing the settlement participation form for the CVS Settlement at this time?

[ ] Yes [ ] No

Governmental Entity: Wake Forest town	State: NC
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 ("*CVS Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the CVS Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the CVS Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at https://nationalopioidsettlement.com.

3. The Governmental Entity agrees to the terms of the CVS Settlement pertaining to Participating Subdivisions as defined therein.

4. By agreeing to the terms of the CVS Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the CVS Settlement solely for the purposes provided therein.

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6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the CVS Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the CVS Settlement.

7. The Governmental Entity has the right to enforce the CVS Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the CVS Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The CVS Settlement shall be a complete bar to any Released Claim.

9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the CVS Settlement.

10. In connection with the releases provided for in the CVS Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

    > **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

    A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the CVS Settlement.

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11. Nothing herein is intended to modify in any way the terms of the CVS Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the CVS Settlement in any respect, the CVS Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

DocuSign Envelope ID: 6DB226EA-4653-4AEB-9915-6B219DFE6D8E

EXHIBIT K

Subdivision Participation and Release Form

Will your subdivision or special district be signing the settlement participation form for the Walgreens Settlement at this time?

[ ] Yes [ ] No

Governmental Entity: Wake Forest town	State: NC
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 ("*Walgreens Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walgreens Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Walgreens Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at https://nationalopioidsettlement.com.

3. The Governmental Entity agrees to the terms of the Walgreens Settlement pertaining to Participating Subdivisions as defined therein.

4. By agreeing to the terms of the Walgreens Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Walgreens Settlement solely for the purposes provided therein.

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6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walgreens Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Walgreens Settlement.

7. The Governmental Entity has the right to enforce the Walgreens Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walgreens Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walgreens Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walgreens Settlement shall be a complete bar to any Released Claim.

9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Walgreens Settlement.

10. In connection with the releases provided for in the Walgreens Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

    > **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

    A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walgreens Settlement.

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11. Nothing herein is intended to modify in any way the terms of the Walgreens Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Walgreens Settlement in any respect, the Walgreens Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

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EXHIBIT K

Subdivision Participation Form

Will your subdivision or special district be signing the settlement participation form for the Walmart Settlement at this time?

[ ] Yes [ ] No

Governmental Entity: Wake Forest town	State: NC
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated November 14, 2022 ("Walmart Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walmart Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Walmart Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall promptly, and in any event within 14 days of the Effective Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at https://nationalopioidsettlement.com/.

3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions as defined therein.

4. By agreeing to the terms of the Walmart Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Walmart Settlement solely for the purposes provided therein.

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6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walmart Settlement.

7. The Governmental Entity has the right to enforce the Walmart Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walmart Settlement, including but not limited to all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walmart Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walmart Settlement shall be a complete bar to any Released Claim.

9. In connection with the releases provided for in the Walmart Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

   > **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

   A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walmart Settlement.

10. Nothing herein is intended to modify in any way the terms of the Walmart Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Walmart Settlement in any respect, the Walmart Settlement controls.

DocuSign Envelope ID: 6DB226EA-4653-4AEB-9915-6B219DFE6D8E

I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

RESOLUTION 2023-13

RESOLUTION BY THE TOWN OF WAKE FOREST AUTHORIZING EXECUTION OF OPIOID SETTLEMENTS AND APPROVING THE SUPPLEMENTAL AGREEMENT FOR ADDITIONAL FUNDS BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION

WHEREAS, the opioid overdose epidemic had taken the lives of more than 32,000 North Carolinians (2000-2021);

WHEREAS, the COVID-19 pandemic has compounded the opioid overdose crisis, increasing levels of drug misuse, addiction, and overdose death; and

WHEREAS, the Centers for Disease Control and Prevention estimates the total economic burden of prescription opioid misuse alone in the United States is $78.5 billion a year, including the costs of healthcare, lost productivity, addiction treatment, and criminal justice involvement; and

WHEREAS, certain counties and municipalities in North Carolina joined with thousands of local governments across the country to file lawsuits against opioid manufacturers, pharmaceutical distribution companies, and chain drug stores to hold those companies accountable for their misconduct; and

WHEREAS, settlements have been reached in litigation against Walmart, Inc., Teva Pharmaceutical Industries Ltd., Allergan Finance, LLC, Allergan Limited, CVS Health Corporation, CVS Pharmacy, Inc., and Walgreen Co., as well as their subsidiaries, affiliates, officers, and directors named in the these Settlements; and

WHEREAS, representatives of local North Carolina governments and the North Carolina Department of Justice have negotiated and prepared a Supplemental Agreement for Additional Funds (SAAF) to provide for the equitable distribution of the proceeds of these settlements; and

WHEREAS, by joining the settlements and approving the SAAF, the state and local governments maximize North Carolina's share of opioid settlement funds to ensure the needed resources reach communities, as quickly, effectively, and directly as possible; and

WHEREAS, it is advantageous to all North Carolinians for local governments, including the Town of Wake Forest and its residents, to sign onto the settlements and SAAF

and demonstrate solidarity in response to the opioid overdose crisis, and to maximize the share of opioid settlement funds flowing to North Carolina to help abate the harm; and

WHEREAS, the SAAF directs substantial resources over multiple years to local governments on the front lines of the opioid overdose epidemic while ensuring that these resources are used in an effective way to address the crisis;

NOW, THEREFORE BE IT RESOLVED, that the Town of Wake Forest Board of Commissioners hereby authorizes the Town Attorney to execute all documents necessary to enter into opioid settlement agreements with Walmart, Walgreens, CVS, Allergan, and Teva, to execute the SAAF, and to provide such documents to Rubris, the Implementation Administrator.

Adopted this the 21st day of March, 2023.

_____

Vivian A. Jones, Mayor

ATTEST:

_____

Theresa Savary, Town Clerk

Board of Commissioners Agenda Item Report

Agenda Item No.: 2023-75-
Submitted by: Elisabeth Palermo
Submitting Department: Engineering
Meeting Date: March 21, 2023

SUBJECT
Consideration of Amending the Code of Ordinances Chapter 30 - Traffic and Vehicles; Article VI. - Traffic Schedules Sec. 30-241. - Schedule I, parking prohibited at all times.

Recommendation:
Amend the Code of Ordinances Chapter 30 - Traffic and Vehicles; Article VI - Traffic Schedules Sec. 30-241 to remove North Brooks Street, between Spring Street and East Pine Avenue.

Item Summary:

ATTACHMENTS
- Attachment_A_Summary_Amend_No_Parking_Ordinance_Brooks.docx
- Attachment_B_Ordinance_Amend_No_Parking_Brooks.docx
- Attachment_C_ North Brooks Map.pdf

Agenda Item: Consideration of Amending the Code of Ordinances Chapter 30 - Traffic and Vehicles; Article VI. - Traffic Schedules Sec. 30-241. - Schedule I, parking prohibited at all times.

Summary: This ordinance would remove the designated No Parking Zone on North Brooks Street between Spring Street and East Pine Avenue.

Attachment: Attachment_A_Summary_Amend_No_Parking_Ordinance_Brooks, Attachment_B_Ordinance_Amend_No_Parking_Brooks, Attachment_C_North Brooks Map

ORDINANCE 2023 – AA

ORDINANCE AMENDING CHAPTER 30; ARTICLE VI. TRAFFIC SCHEDULES; SEC. 30-241. - SCHEDULE 1, PARKING PROHIBITED AT ALL TIMES OF THE CODE OF ORDINANCES FOR THE TOWN OF WAKE FOREST, NORTH CAROLINA

WHEREAS, the Engineering Department received requests from the Richland Hills Subdivision HOA for No Parking on one side of six different streets due to narrow width, and solid waste trucks and emergency vehicles being unable to navigate the narrow streets due to vehicles parked on both sides of the road; and

WHEREAS, the HOA polled the neighborhood and received overwhelming support for the request (93% of respondents), and

WHEREAS, the Engineering Department received a separate request to remove No Parking signs on North Brooks Street between Spring Street and East Pine Avenue,

WHEREAS, the conditions that warranted that this area be designated as a parking prohibited area are no longer present;

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the Town of Wake Forest, to amend the Code of Ordinances Chapter 30 Traffic & Vehicles Article VI Traffic Schedules; Sect 30-241. Schedule I to:

Add:

The following shall be schedule 1 and may be cited as such:
Chamberwell Avenue south side, from Wall Rd to end;
Edgeware Way north side from Marbank St to cul-de-sac;
Lowenstein Street west side, from Fulworth Avenue to Edgeware Way;
Marbank Street east side from traffic circle to cul-de-sac;
Stackhurst Way south side, from traffic circle to Stackhurst Way;
Stackhurst Way west side, from Stackhurst Way to Marbank Street;
Tannerwell Avenue south side, from Fulworth Avenue to Lowenstein St;

Remove:

The following shall be schedule 1 and may be cited as such:
North Brooks Street between Spring Street and East Pine Avenue

Adopted and effective this 21st day of March 2023.

_____
Vivian A. Jones
Mayor

ATTEST:

_____
Theresa Savary
Town Clerk

APPROVED AS TO FORM:

_____
Hassan Kingsberry
Town Attorney

REMOVE NO PARKING SIGNS FROM NORTH BROOKS STREET

Board of Commissioners Agenda Item Report

Agenda Item No.: 2023-88-
Submitted by: Allison Snyder
Submitting Department: Public Works
Meeting Date: March 21, 2023

SUBJECT
Consideration of Approval of Residential Solid Waste Collection and Disposal for the Town of Wake Forest Service Contract

Recommendation:
Approval of recommended firm for Residential Solid Waste Collection and Disposal for the Town of Wake Forest Services. The following firm is recommended by the evaluation team: Republic Services of North Carolina, LLC.

Item Summary:

ATTACHMENTS

- Summary_Solid Waste RFP_Final.pdf
- Exhibit #1_Attachment A_Resolution Approval of Acceptance_2023 RFP Proposal for Residential Solid Waste Collection and Disposal for the Town of Wake Forest.pdf
- Exhibit #2_Attachment B_Staff Report.pdf
- Exhibit #3_Attachment C_Residential Solid Waste Collection and Disposal for the Town of Wake Forest Presentation for RFP Process and Pricing
- Exhibit #4_Attachment D_Evaluation and Scoring Manual_RFP_SW.pdf
- Exhibit #5_Attachment E_Evaluation Team Score Average.pdf
- Exhibit #6_Attachment F_Republic Services of North Carolina, LLC Sample Contract and Staff Requested Contract Additions to be Added during the Official Contract Process

ITEM TITLE: Consideration of Approval of Residential Solid Waste Collection and Disposal for the Town of Wake Forest Services Contract

ITEM SUMMARY: The following firm is recommended by the evaluation team based on the "Best Value" definition:

- Republic Services of North Carolina, LLC

ATTACHMENTS: Exhibit #1 – Resolution to Award - Residential Solid Waste Collection and Disposal for the Town of Wake Forest

Exhibit #2 – Staff Report - Residential Solid Waste Collection and Disposal for the Town of Wake Forest

Exhibit #3 - Residential Solid Waste Collection and Disposal for the Town of Wake Forest Presentation for RFP Process and Pricing

Exhibit #4 – Evaluation and Scoring Manual- Residential Solid Waste Collection and Disposal for the Town of Wake Forest

Exhibit #5- Evaluation Team Score Average - Residential Solid Waste Collection and Disposal for the Town of Wake Forest

Exhibit #6 – Republic Services of North Carolina, LLC Sample Contract and Staff Requested Contract Additions to be Added during the Official Contract Process

SPECIFIC ACTION REQUESTED: Recommend approval

RESOLUTION 2023- XX

A RESOLUTION AUTHORIZING THE TOWN MANAGER TO EXECUTE ON BEHALF OF THE TOWN OF WAKE FOREST, THE SERVICES AGHREEMENT CONTRACT FOR RESIDENTIAL SOLID WASTE COLLECTION AND DISPOSAL FOR THE TOWN OF WAKE FOREST

WHEREAS, town wide solid waste collection agreements are an effective way to standardize town wide solid waste collection and better ensure that the Town's collection needs are accomplished in a cost-effective and successful manner that meets Town's standards; and

WHEREAS, consistent with the Town's purchasing policy, on October 31, 2022, the Town published a Request for Proposals inviting interested firms to submit; and

WHEREAS, three proposals were submitted on January 20, 2023 to the Town; and

WHEREAS, on January 26, 2023, an evaluation team met to review the evaluation process and determine a score for each proposal based on various categories found in the original Request for Proposal; and

WHEREAS, the requested final score sheets from each evaluator was submitted by February 1, 2023 to the evaluation advisor for the scores to be calculated and averaged; and

WHEREAS, the average score of the evaluators for the definition of "Best Value" resulted in Republic Services of North Carolina, LLC having the highest score for their proposal as the most suitable company for the Town's solid waste program; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Town of Wake Forest, North Carolina, awards Republic Services of North Carolina, LLC with the "Best Value" proposal for the Residential Solid Waste Collection and Disposal for the Town of Wake Forest request for proposals and approves of the Town's Residential Solid Waste Collection and Disposal services to be awarded to Republic Services of North Carolina, LLC with the development of a new services contract.

Adopted this 7th day of March 2023.

ATTEST:

(Town Clerk)

Motion by: _____

Second by: _____

Mayor: _____

STAFF REPORT

To: **Board of Commissioners**
Date: **March 7, 2023**
Case: **Residential Solid Waste Collection and Disposal for the Town of Wake Forest**
Prepared By: **Jeanette Johnson, Sustainability Coordinator**

PURPOSE:

To authorize the Town Manager to negotiate Residential Solid Waste Collection and Disposal for the Town of Wake Forest Services contract with the following firm: Republic Services of North Carolina, LLC

BACKGROUND INFORMATION:

The Public Works Department is requesting to contract Residential Solid Waste Collection and Disposal for the Town of Wake Forest services to support current solid waste collection services by providing resources, equipment, staff, experience and more to Town solid waste curbside collections. This includes, but is not limited to, municipal solid waste curbside collection, municipal recycling curbside collection, municipal bulk collection, solid waste disposal, recycling processing handling, liability of operations, and more.

The services will be utilized to provide all eligible households with curbside solid waste collections which includes but is not limited to, municipal solid waste curbside collection, municipal recycling curbside collection, municipal bulk collection, solid waste disposal, recycling processing handling, liability of operations, and more. There are cost commitments associated with these services of approximately $3,780,344 per the proposal. Costs are subject to vary based on processing fees and operations cost increase per the CPI. On October 31, 2022, staff advertised a Request for Proposals (RFP) for Residential Solid Waste Collection and Disposal for the Town of Wake Forest. The deadline for proposal submission was January 20, 2023, at 2pm.

EVALUATION TEAM ANALYSIS:

The proposals were evaluated based on:

1. Required Information (20%)
2. Technical Ability (40%)
3. Past Performance (20%)
4. Financial Ability (10%)
5. Interviews with Key Staff (10%)
   * The evaluation team did not find an Interview with any of the proposing firms necessary due to the quality of information provided in the proposals. The evaluation team scored withing the score requirements for this circumstance. *

There were three (3) proposals submitted. Each met the requirements for submission and were evaluated by the evaluation team using criteria 1 through 5. The internal review of each proposal was done by a review team from Public Works. One (1) of the three (3), were selected by the committee to be recommended for Residential Solid Waste Collection and Disposal for the Town of Wake Forest. The firm selected by the evaluation team, based on their scores in regards to “Best Value” service, was Republic Services of North Carolina, LLC.

EVALUATION TEAM COMMENTS:

The evaluation team provided many comments in the evaluation process that they recorded throughout the evaluation process. The Reviewer Notes page will be listed below:

ATTATCHMENT 2: REVIEWER NOTES – PAGE 2

Use this sheet to record any notes while you read and evaluate proposals. All notes become part of the procurement history file.

RFP Evaluation Notes

Justification for some of the lower scores noted on the evaluation

- Cover letter from Wall Recycling states they are excited to provide trash and recycling services, but the rest of the cover letter describes their company and does not describe the services that the company is providing, much less any exceptions or additions
- For the organizational information, GFL provided the name of a contact, a general manager, but not any more information such as whom the town may be working directly with, an organizational chart with titles and other items.
- Throughout the RFP process, Wall Recycling had called in with questions and requested information by means other than those specifically noted in the RFP.
- In their bid, Wall Recycling did not list the Landfill/transfer information as requested in the RFP, for this reason they did not provide the information requested.
- During the pre-bid tour, the representative from Wall Recycling voiced concerns about some of the alleys within the town that will need service for trash and recycling.
- For the total scope of work, Wall Recycling made very little note of the ability to service bulk pickup, while both Wall and GFL made no mention of the collection assistance program. Republic, GFL and Wall made no mention of the reimbursement or avoidance of lost and/or damage to town carts.
- In regards to staffing needs, Wall Recycling did not clearly layout the amount of personnel they would be utilizing for the different aspects of the RFP, including trash, recycling, bulk, and collection assistance.
- From program match, the RFP mentions at least twice about the importance of our collection assistance program (CAP). Neither Wall nor GFL address CAP in their bids, references, or past experience.
- For current alignment of service, Wall Recycling has vague mention of bulk, how it will be serviced and alignment to current service days for bulk.
- For proposed equipment, Wall made mention of the ability to purchase vehicles, but did not mention how many, types, maintenance, or other details of what fleet will service the Town of Wake Forest for the required services.
- For references, they were all acceptable for each vendor, though Wall's references were from commercial service clients and not from any where daily residential service was provided.
- Overall, based on the 'best value' of the services bid by each vendor, including price, experience, description of services and potential to provide quality service to the residents of the Town of Wake Forest, Republic's bid is the best for the Town of Wake Forest.

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EVALUATION TEAM RECOMMENDATION:

The evaluation team recommends the approval of the resolution to authorize the Town Manager to execute a Services Agreement contract for Residential Solid Waste Collection and Disposal for the Town of Wake Forest Services with Republic Services of North Carolina, LLC. Upon approval, the firm will sign an Agreement for services with the Town for 36 months with the option for renewal at the end of the term.

TOWN OF WAKE FOREST PUBLIC WORKS

March 7, 2023

TOWN *of* WAKE FOREST

Residential Solid Waste Collection and Disposal for the Town of Wake Forest

Evaluation Process, Price Comparison, Program Comparison, Program Maintenance, and more.

RFP
Evaluation Process

- Proposals were compiled into manageable formats for evaluation team.
- Evaluation team met to score each proposal based on the criteria found in the RFP. Sections for evaluation include –
  - Required Information
  - Technical Ability
  - Past Performance
  - Financial Ability
  - Interviews with Key Staff

RFP
Evaluation Process

- Evaluation Team met with RFP/Evaluation Advisor to review the process and understand how to score for each section and the definition of “Best Value”.
- The Evaluation team reviewed each proposal for the RFP and discussed each section for individually decided scores.
- The scores from the Evaluation Team were averaged and the highest score was determined to be for the contractor whose services we would recommend.

Evaluation Team Score for Republic Services of North Carolina, LLC

The Evaluation Team scored for “Best Value” based on the RFP guidelines and overall proposed price.

Required Information 20%

49.67 / 50

Technical Ability 40%

89.68 / 100

Past Performance 20%

39.67 / 50

Evaluation Team Score for Republic Services of North Carolina, LLC

The Evaluation Team scored for “Best Value” based on the RFP guidelines and overall proposed price.

STRATEGIC PLAN GOAL 3

STRATEGIC PLAN GOAL 1

STRATEGIC PLAN GOAL 4

Financial Ability 10%

23.34 / 25

Interviews with Key Staff 10%

25 / 25

Total Score

227.36 / 250

Based on the averaged scores from the Evaluation Team for the Residential Solid Waste Collection and Disposal for the Town of Wake Forest –

The Public Works Department recommends the Board approve Republic Services of North Carolina, LLC to provide Residential Collection and Disposal for the Town of Wake Forest Based on “Best Value” (Services Match Capabilities & Price).

Town of Wake Forest Solid Waste Collection Service Fees

Currently, the Town charges a total of $21 per month for Solid Waste Collection Fees.

Any needed increases will be reflected in FY23-FY24 Budget for review. It is recommended the Town increase the cost of Solid Waste Collection Services monthly fee per household to sustain the Town's solid waste collection program.

Municipal Solid Waste

$11.00 per residence

Current Town Price – $12.24

Future Town Price – $13.77

Currently, the cost difference per household is -$1.24 and with the proposed cost will be -$2.77.

Recycling

$5.00 per residence

Current Town Price – $4.46

Future Town Price – $5.47

Currently, the cost difference per household is +$.54 and with the proposed cost will be -$.47.

Yard Waste

$5.00 per residence

Yard Waste Collection is an internal program through the Town of Wake Forest's Public Works Department.

TOWN *of*
WAKE FOREST

Thank You!

wakeforestnc.gov

Town of Wake Forest Public Works

TOWN *of* WAKE FOREST

Evaluation and Scoring Manual:

Residential Solid Waste Collection and Disposal for the Town of Wake Forest

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TOWN *of* WAKE FOREST

Request for Proposals Scoring Manual and Score Sheets: Residential Solid Waste Collection and Disposal for the Town of Wake Forest

Town of Wake Forest, NC

Public Works Department

Thursday, January 26, 2022

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RFP SCHEDULE

Table 1 Procurement Schedule	
Activity	Date
RFP Released	October 31, 2022
Mandatory Pre-Proposal Conference & Tour	November 18, 2022
Mandatory Tour of Bidder's Material Recovery Facility Location	December 15, 2022
Last Day to Submit Questions	December 16, 2022 by 5:00 pm
Addenda to RFP Issued (Anticipated and if necessary)	December 30, 2022
Proposals Due	January 20, 2023 by 2:00 pm
Interview Qualified Contractors	Late January 2023 (Tentative)
Recommendations to Board of Town Commissioners	February 2023
Award of Services	February 2023 (Tentative)
Contract Agreement Approval Finalization Deadline	March 31, 2023
Transition Period	October 2, 2023
Start Services	November 1, 2023

PURPOSE AND BACKGROUND

The Town of Wake Forest is seeking proposals for residential curbside collection and disposal services throughout the Town.

The Town of Wake Forest supplies services to over 16,000 households having a minimum of two carts (one trash, one recycle) each. Solid waste collection is a vital component to infrastructure support for community members. Our collections program provides community members with the Solid Waste services needed to thrive in the Town.

Required waste collection and hauling services include the collection of curbside trash, recycling, and bulk waste for over 16,000 households throughout the Town. Hauling business should also have the capabilities required to maintain vehicles and clean up after them if necessary.

Proposals shall be submitted in accordance with the terms and conditions of the RFP provided and any addenda issued hereto.

GENERAL INFORMATION

Request For Proposal Document

The RFP is comprised of the base RFP document, any attachments, and any addenda released before Contract award. All attachments and addenda released for this RFP in advance of any Contract award are incorporated herein by reference.

Notes on the RFP Terms and Conditions

It shall be the Vendor's responsibility to read the Instructions, the State's terms and conditions, all relevant exhibits and attachments, and any other components made a part of the RFP, and comply with all requirements and specifications herein. Vendors also are responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with the RFP.

If Vendors have questions, issues, or exceptions regarding any term, condition, or other component within this RFP, those must be submitted as questions in accordance with the instructions in the RFP. Questions must be emailed to rdriver@wakeforestnc.gov and jjohnson@wakeforestnc.gov.

OVERVIEW AND BEST VALUE DEFINITION

This manual defines the evaluation, scoring process, and procedures to be applied by the Town of Wake Forest ("Town") to proposals received in response to the Request for Proposals for Solid Waste, Recyclables, and Bulk Hauling and Disposal Services ("RFP") - Residential Solid Waste Collection and Disposal for the Town of Wake Forest.

Proposals must conform to the specifications described in the RFP.

The Town's primary desire in this procurement is to ensure that an award of contract will be made based on the highest quality of service proposed that best matches the Town's requirements using "Best Value" methodology as well as consideration for ability of continuation of current services provided by the Town.

Best Value is defined as follows:

> *"Best Value" is a selection process in which proposals contain both price and qualitative components, and award of contract is based upon a combination of price and qualitative considerations. Qualitative considerations may include technical design, technical approach, quality of proposed personnel, ability to provide already established services, and/or management plan. The award selection is based upon consideration of a combination of technical, service, and price factors to determine (or derive) the offer deemed most advantageous and of the greatest value and continuation of current services to the Town.*

EVALUATION APPROACH

Technical proposals will be evaluated first. The technical evaluation will include evaluation of the offeror's: (1) technical ability; (2) past performance (reference checks); (3) financial ability; and (4) **interviews with key management staff.**

Evaluators should use the attached form to evaluate the technical proposals. Evaluators will be focusing on the proposals capability to match the Town's current program and possibly even improve program services. Some elements of the technical evaluation will rely on reports from other individuals. Evaluators will also be taking pricing into consideration.

TIME FRAME

In order to maintain our procurement schedule, we ask that evaluators attend a meeting with the evaluation advisor on January 26, 2023, at 1:00 PM at 234 Friendship Chapel Rd, Wake Forest, NC 27587. Evaluations should be submitted by February 6, 2023, by 3:00 PM on paper to Jeanette Johnson.

EVALUATION TEAM

The Evaluation Team that will evaluate the proposals will consist of three Town staff members familiar with the evaluation and scoring of technical documents. Evaluation Team members will be assigned a numerical evaluator's number to be entered onto scoring sheets completed by each Evaluation Team member; Names of evaluators will not be used on raw scoring documents, notebooks/note pads or other proposal evaluation materials issued to the evaluators. Evaluation Team members will be required to read and sign the Declaration Concerning Conflict of Interest and Confidential Information form prior to receiving any procurement documentation (included herein as Form 1).

The evaluation team will be assigned an advisor to explain the process of evaluation as well as explain the Town's program needs and review the events of the RFP process that may be relevant through the scoring and evaluation process.

Attachment 1 is the Evaluation Team form. Evaluation members will not be disclosed until the procurement process is completed.

SCORING PROPOSALS

It is recommended that each evaluator read the published RFP and Addendums first as well as each proposal first. Then, do your scoring during a second read of each proposal.

In each category, the maximum number of points that can be awarded is listed in the second column. T

- If an offeror met all the technical standards required in the proposal, one-half of the points should be awarded.
- If a proposer excels in addressing each requirement and offers a superior value, award up to the maximum number of points, at the evaluator's discretion.
- If a proposer addresses all technical requirements but fails to achieve a level of accomplishment in describing how it will perform under the contract, award less than one-half of the points at the evaluator's discretion.

To assist in the evaluation process, we have attached the RFP.

You may use the attached blank sheet to record key notes during your review. It would be particularly helpful if you added notations regarding superior scores or scores that are lower than average. As the written procurement file will contain both your evaluation score sheet and notes, please return both documents/pages when complete.

ATTACHMENT 1: RFP EVALUATION SCORING SHEET

A rating reference will be provided for each section. The exact rating reference number does not have to be utilized. Any number between 0 and the maximum point number may be utilized for scoring. Please score to the closest whole number of your score.

The advisor for the process, Jeanette Johnson, may be a final determining factor in the case of a tied score between proposing vendors.

Evaluation Factor	Max Point	Proposer Company			
		Republic	GFL	Wall	N/A – Leave Blank
Required Information (20%)					
Evaluate this factor based on information provided by the Evaluation Advisor and refer to RFP Sections "Selection Process" and "Instructions to Bidders"					
Cover letter accompanying that company's submittal is in response to the RFP. ***10=Provided exact necessary information;*** ***7= Provided Cover Letter with most necessary information;*** ***5= Provided Cover Letter with some necessary information;*** ***3=Provided Cover Letter but neglected necessary information;*** ***0=Cover Letter was not provided***	10				
Organizational Information: company's legal name; address; phone; fax; website, email address. Organizational chart with titles and names of positions. ***5=Organizational Information was provided exactly as necessary;*** ***3= Some organizational information was provided as necessary;*** ***0= No organizational information was provided***	5				
Ability to follow directions listed in the RFP throughout the RFP Process ***10= Followed instructions for submission per exact request as stated in the referenced sections;*** ***7=Followed most instructions per exact request;*** ***5= Followed some instructions per exact request;*** ***3=Followed few instructions per exact request;*** ***0= Followed no instructions per exact request***	10				

Provided all information in the format requested. ***5= Information given was formatted exactly as requested;*** ***3= Some Information given was formatted exactly as requested;*** ***0= No Information given was formatted exactly as requested***	5				
Did they complete the MRF tour? ***10= Completed the MRF tour and has excellent presentation throughout the tour;*** ***5= Provided MRF tour but many questions were still left unanswered;*** ***0= Did not complete the required MRF tour***	10				
Did they complete the pre-bid tour? ***10= Completed the pre bid meeting and was confident in their ability to manage difficult collection areas;*** ***5= Attended pre bid meeting but did not seem confident in their ability to handle difficult collection areas;*** ***0= Did not complete the required pre bid meeting***	10				
Subtotal – Required Information	**50**				
Technical Ability (40%)					
Evaluate this factor based on your review of the technical proposal and refer to RFP sections "Scope of Work and Contract Requirements".					
1. Qualifications Refer to all sections in the RFP for "Scope of Work and Contract Requirements" ***20= Organization proposal exceeds qualification requirements of the Town;*** ***15= Organization proposal meets qualification requirements of the Town;*** ***10= Organization proposal meets most qualification requirements of the Town;*** ***5= Organization proposal meets some requirements of the Town;*** ***0= Organization proposal does not meet the requirements of the Town***	20				
2. Proposed Personnel and Staffing Refer to Section M in the RFP for "Scope of Work and Contract Requirements"	20				

20= Personnel and Staffing exceeds qualification requirements of the Town; 15= Personnel and Staffing meets qualification requirements of the Town; 10= Personnel and Staffing meets most qualification requirements of the Town; 5= Personnel and Staffing meets some requirements of the Town; 0= Personnel and Staffing does not meet the requirements of the Town					
3. Program Match – Can they provide the services we advertise to the community? Refer to Section C in the RFP for "Scope of Work and Contract Requirements" ***10= Organization's ability to match the Town's program exceeds qualification requirements of the Town; 7= Organization's ability to match the Town's program meets qualification requirements of the Town; 5= Organization's ability to match the Town's program meets most qualification requirements of the Town; 3= Organization's ability to match the Town's program meets some requirements of the Town; 0= Organization's ability to match the Town's program does not meet the requirements of the Town***	10				
4. Proposed Alignment with current Service Refer to Sections H-J; N; T; X; Y in the RFP for "Scope of Work and Contract Requirements" ***20= Organization's ability to align with current services exceeds requirements of the Town; 15= Organization's ability to align with current services meets qualification requirements of the Town; 10= Organization's ability to align with current services meets most***	20				

qualification requirements of the Town; ***5= Organization's ability to align with current services meets some requirements of the Town;*** ***0= Organization's ability to align with current services does not meet the requirements of the Town***					
5. Risks and Added Value Assessment Refer to Sections D; O-W; Z in the RFP for "Scope of Work and Contract Requirements" ***10= Proposal for this section exceeds requirements of the Town;*** ***7= Proposal for this section meets requirements of the Town;*** ***5= Proposal for this section meets most requirements of the Town;*** ***3= Proposal for this section meets some requirements of the Town;*** ***0= Proposal for this section does not meet the requirements of the Town***	10				
6. Proposed Maintenance and Equipment Capabilities Refer to Sections G; L in the RFP for "Scope of Work and Contract Requirements" ***20= Organization proposal for this section exceeds qualification requirements of the Town;*** ***15= Organization proposal for this section meets qualification requirements of the Town;*** ***10= Organization proposal for this section meets most qualification requirements of the Town;*** ***5= Organization proposal for this section meets some requirements of the Town;*** ***0= Organization proposal for this section does not meet the requirements of the Town***	20				
Subtotal – Technical	**100**				

Past Performance (20%)					
Evaluate this factor based interviews with references that will be provided by the Evaluation Advisor and refer to RFP Sections "Selection Process"					
Reference Checks Refer to Sections A; B in the RFP for "Selection Process" ***50= References exceeded expectations for information regarding the proposing company;*** ***40= References meet expectations for information regarding the proposing company;*** ***30= References meet most expectations for information regarding the proposing company;*** ***20= References meet some expectations for information regarding the proposing company;*** ***10= References meet little to no expectations for information regarding the proposing company;*** ***0= No references were provided for review***	50				
Subtotal – Past Performance	**50**				
Financial Ability (10%)					
Evaluate this factor based on report to be comparable to surrounding services and costs of services and refer to RFP Sections "Scope of Work and Contract Requirements".					
Financial Ability and Risk Ranking Refer to Sections A; B; E; F in the RFP for "Scope of Work"; Evaluator should also take proposed price into consideration for this section. ***25= Proposed information provided exceeds expectations;*** ***20= Proposed information provided meets expectations;*** ***15= Proposed information provided almost meets expectations;*** ***10= Proposed information provided hardly meets expectations;*** ***5= Proposed information provided meets little to no expectations;*** ***0= Not enough information was provided for review***	25				
Subtotal – Past Performance	**25**				
Interviews with Key Staff (10%)					
Evaluate this factor based on vendor interviews.					
Interviews with Key Staff Refer to Sections C in the RFP for "Selection Process" *If no interview is necessary due to quality of proposal information – Please input 25 for fulfilled information. *	25				

25= Information provided exceeds expectations and no interview is required; ***20=Information provided from interview meets expectations;*** ***15= Information provided from interview almost meets expectations;*** ***10= Information provided from interview hardly meets expectations;*** ***5= Information provided from interview meets little to no expectations;*** ***0= Not enough information was provided for before or during an interview***					
Subtotal – Interviews	**25**				
Total – All Evaluation Points	**250**				

Evaluator Number: _____ **Date Evaluation Completed: _____**

ATTATCHMENT 2: REVIEWER NOTES

Use this sheet to record any notes while you read and evaluate proposals. All notes become part of the procurement history file.

ATTATCHMENT 2: REVIEWER NOTES – PAGE 2

Use this sheet to record any notes while you read and evaluate proposals. All notes become part of the procurement history file.

ATTACHMENT 3: EVALUATION TEAM FORM

Evaluation Meeting Information & Form

Location:	234 Friendship Chapel Rd, Wake Forest, NC 27587
Time:	1:00 PM – 3:30 PM
Date:	Thursday, January 26, 2023

Advisor Name:	Jeanette Johnson
Advisor Signature:	
Date Signed:	Thursday, January 26, 2023

1	Evaluator Name:	
	Evaluator Assigned Number:	1
	Evaluator Signature:	
	Date:	Thursday, January 26, 2023
2	Evaluator Name:	
	Evaluator Assigned Number:	2
	Evaluator Signature:	
	Date:	Thursday, January 26, 2023
3	Evaluator Name:	
	Evaluator Assigned Number:	3
	Evaluator Signature:	
	Date:	Thursday, January 26, 2023

ATTACHMENT 4: RFP AND ADDENDUMS

TOWN *of* WAKE FOREST

RFP #: 2022-0001

Residential Solid Waste Collection and Disposal for the Town of Wake Forest

RFP Issue Date: October 31, 2022
Mandatory Pre-Bid Conference and Tour: November 18, 2022
Mandatory Tour of Bidder's Material Recovery Facility Location: November 29, 2022
Proposal Submission Deadline: January 6, 2023 by 2:00 pm

Issuing Department:
Town of Wake Forest, Public Works Department
Jeanette Johnson
Sustainability Coordinator
234 Friendship Chapel Rd
Wake Forest, NC 27587
jjohnson@wakeforestnc.gov

All inquiries for information concerning the Request for Proposals shall be directed to:
Randy Driver, Purchasing Manager
Town of Wake Forest
243 Friendship Chapel Rd
Wake Forest, NC 27587
919-435-9474
rdriver@wakeforestnc.gov

Sealed proposals shall be mailed, or hand delivered to Wake Forest Purchasing Department at the address shown above and the envelope shall include the name and number of this Request for Proposals. It is the sole responsibility of the Firm to ensure that its response reached the Town of Wake Forest Purchasing Department by the designated date and hour indicated above.

In compliance with the Request for Proposals and to all the terms and conditions imposed herein, the undersigned offers and agrees to furnish the services described in accordance with the attached signed response.

Firm Name: _____

Address: _____

_____

Date:_____

Phone:_____

Name (Print): _____

Signature: _____

REQUEST FOR PROPOSALS SCORING MANUAL AND SCORE SHEET

RESIDENTIAL SOLID WASTE COLLECTION AND DISPOSAL FOR THE TOWN OF WAKE FOREST

Introduction

The Town of Wake Forest (hereinafter, "the Town") Solid Waste Collection services are a consistent year-round collection. Both trash and recycling are collected on a weekly basis for all residents and bulk is collected weekly on a scheduled basis. In fiscal year 2020-2021, solid waste collection tonnages totaled to 17,087.57 tons and was a total of 16,391.14 tons in fiscal year 2021-2022.

Scope of Work and Contract Requirements

A. The Town desires to contract with a firm(s) or organization(s) (hereinafter, "the Contractor") that provide solid waste residential collections, hauling, and disposal services. The term of this agreement will be for a minimum of a 3 (three) year (36 months) period beginning November 1, 2023, and concluding on or after October 31, 2026, with the option of a contract renewal at the discretion of the Town of Wake Forest.

B. Contractor must follow and abide by all Miscellaneous Terms and Conditions found in Attachment 1 titled "Miscellaneous Terms and Conditions".

C. The firm must be able to complete the details of service as follows:

   i. Complete weekly collection of trash and recycling for 16,283 homes with a current monthly household increase of about 70 new homes a month (840 additional homes per year currently)

   ii. Bulk Collection once a week for scheduled households - on Tuesdays (for items such as furniture, non-freon containing white goods, rugs, lawn mowers, grills, etc. – HHW classified items, freon containing units, other hazardous materials are not accepted)

   iii. Capable of collecting recyclable materials the Town of Wake Forest already accepts for curbside collections (household recyclables)

   iv. Alley Way collection for qualifying subdivisions requiring smaller trucks to prevent damages to communities

   v. Collection assistance (backdoor service with carts completely returned to destination) for residents that require assistance (currently less than 100 households)

   vi. Complete weekly routes for trash and recycling and weekly scheduled bulk collection consistently

   vii. Complete weekly routes, in full, regardless of delay circumstances; delays are acceptable but full cancellation of the service is not

   viii. Work on already established routes the Town has in place for all trash, recycling, alley way services, and collection assistance program addresses

ix. Alley Way truck for alley way collections

x. Supply an adequate number of vehicles and staff to complete weekly collections

xi. Services to take place Monday-Friday starting no earlier than 7:00 AM

xii. Can service 96-gallon Toter carts and 48-Gallon Toter Carts

D. Contractor must be able to follow current rules and guidelines of the Town's program. The Town would like to keep the program the same as it currently is.

E. The Contractor may contain a provision providing for defaults in the service of the contract. Three months' notice will be given to cure all defaults in the service of the contract, or an option of termination will be used.

F. The final contract will include an annual adjustment for inflation based on an established (Consumer Price index) or other such adjustment.

   i. Pricing update and adjustment for the Town shall take place at the beginning of each fiscal year starting July 1 of each year. The Town shall be notified no later than January 1 of each year in order to make proper accommodations for adjustments.

G. The Contractor will provide adequate equipment to be utilized in the weekly residential collection of trash, recycle, and bulk waste. The Contractor will ensure there are additional vehicles in the circumstance a vehicle is not functioning or causing damages to roadways.

H. The Contractor assumes all ownership and liabilities associated with the waste including the waste itself, transportation, and discharge of the waste at the approved facility both during and after collection.

I. The Contractor is required to operate within the Town's Noise Ordinance guidelines and cannot operate during quiet hours. If Contractor starts services prior to 7:00 AM Monday-Friday, a request to return will be made.

J. The Contractor shall abide by and adhere to the Town's Solid Waste Ordinance in addition the County's Solid Waste Operations Plans and rules. Failure to comply will result in substantial fines to be determined by the executed contract.

K. The Contractor must comply with all rules and regulations established by local, state, and federal laws. The Contractor shall be responsible for all permits required to provide this service.

L. The Contractor will provide all solid waste collection, hauling, and disposal services. The Contractor must provide enough vehicles and staff to collect all solid waste needs throughout the week within the collection needs of the Town.

M. he Contractor shall designate a contact person or persons and provide contact information, including email, phone number, etc. where the individual(s) can always be reached during collection times, including holidays and weekends. The Contractor shall also supply contact information for the supervisor and dispatcher of the truck drivers for the Town. The contact person(s) just be able to review information for solid waste collections and provide feedback, as well as, to report any complaints or issues.

   I. The contact shall communicate issues, complaints, delays, and other program relevant data to the Town immediately upon becoming aware of the issue/topic

   II. The Contractor shall provide an annual schedule of holiday delays and interruptions the 1st of January every year

   III. The Contractor must notify the Town of any changes in collection no less than 24 hours in advance with the exception of equipment failure at which point the Contractor should notify the Town immediately

N. The contactor must be equipped and ready to initiate the solid waste collecting, hauling, disposal, and management the Start Service date shown in the included Procurement Schedule, Table 1.

O. The Contractor shall not sublet or assign this contract in whole or part without a written authorization from the Town.

P. The Contractor is required to follow the local interlocal agreement between Wake County and other surrounding municipalities including the Town of Wake Forest. The Contractor is required to follow the guidelines within this agreement including required location of disposal of product. Information for the Interlocal Agreement can be obtained through the Wake County Public Records Request Page (https://wakecounty.nextrequest.com/). Questions may be able to be answered by contacting the issuing department.

Q. Compliance with Laws: The Contractor shall conduct operations under this contract in compliance with all applicable laws.

R. The Contractor shall not discriminate against any person because of race, sex, age, race color, or national origin. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest agrees as follows:

   i. 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: Compliance with Regulations: The Contractor shall comply with the Regulation relative to nondiscrimination in Federally assisted programs of the Town of Wake Forest 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.

ii. 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.

iii. 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.

iv. 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. Whereas 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.

v. 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:

i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or

ii. cancellation, termination, or suspension of the contract, in whole or in part.

II. 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.

S. The Contractor will indemnify, save harmless, and exempt the Town, its officers, agents, and employees from and against any and all law suites, actions, legal proceedings, claims, demands, costs, expenses, and attorney's fees incident to any work done in the performance of the contract arising out of a willful or neglect act or omission of the Contractor, its officers, agents, and employees; provided, however, that the Contractor shall not be liable for any suites, actions, legal proceedings, claims, demands, damage costs, expenses, and attorney's fees arising out of a willful or neglect act or omission of the Town, its officers, agents, and employees.

T. Ensures proper disposal of materials in accordance to NC G.S. 130A-309.10 and other related regulations and laws and provide documentation of proper disposal and management when/if requested.

U. The Contractor shall obtain and maintain all licenses and permits (other than the license and permit granted by the contract) and promptly pay all taxes, fees, and other documents required by the state of North Carolina, Wake County, and the Town of Wake Forest.

V. The Contractor shall, at all times during the contract, maintain, in full force and effect Workers Compensation including Employers Liability, Commercial General Liability including products ad completed operations, specific contractual coverage to this agreement, Commercial Automobile Liability all through insurance carriers licensed in the state of North Carolina, with an AM Best Financial Rating of A-10 or better.

   i. Before commencement of work hereunder, the Contractor agrees to furnish the Town certificates of insurance on the current standard ACCORD Certificate of Insurance Form listing the Town as an additional insured, and with the notification of cancellation provision to be amended to read "shall provide 30 days written notice should coverage be cancelled or having sustained a material change in coverage."

   ii. For the purpose of this contract, the Contractor shall carry the following types of insurance at a minimum of the limits specified below:

- Workers Compensation – Coverage A – Statutory Limits/ Coverage B – Employer's Liability $1,000,000/$1,000,000 Aggregate

- Commercial General Liability – Bodily Injury $1,000,000 each occurrence/ $3,000,000/ Annual Aggregate/ Property Damage $1,000,000 each occurrence/$3,000,000 /Annual Aggregate

- Commercial Automobile Liability- Bodily Injury $1,000,000 each person/ $3,000,000 each occurrence / Property Damage $1,000,000 each occurrence

- Excess/Umbrella Liability- following form minimum coverage $3,000,000 each occurrence

The above coverage may be provided by the Contractor's parent corporation.

W. The Contractor is responsible for the replacement/repair of any and all damages cause by the Contractors equipment and employees including any private residential property, vehicles, private business property, and Town property (including Town Carts that have been damaged or gone missing).

X. The Contractor shall provide educational tagging of carts (tags provided by the Town) when a violation is witnessed by the vehicle operator or vehicle attendee. The violations are in accordance with the Town's guidelines for violations.

   i. The Contractor shall provide a list of addresses where carts are in violation including a photo and description of the violation and of where carts are not out to service

   ii. The Contractor shall return to service an address if there is no proof of violation and if the resident is reporting a missed collection.

Y. The Town reserves the right to enforce penalties for lack of service from the Contractor including incompletion of weekly collection services, continued delays in service, negligence of collection for collection assistance program residents, damages of Town property, debris and littered not collected by Contractor, spills from collection program not cleaned or managed by the Contractor within 48 hours or reported spill, damages of residential properties not repaired/replaced, etc.

Z. The Contractor shall take title to and ownership of the Town's waste when the waste material is collected. The Contractor is solely responsible for collection and hauling of the collected waste to the approved dispose facility, for any cleanup costs for spillage, for litter control, for any liabilities arising out of accidents, and for any fees or fines connected with operations, transportation, or unloading. Additionally, the Contractor shall take title to and ownership of the Town waste upon its delivery to and burial at the landfill or delivery and processing to a Material Recovery Facility and its solely responsible for its disposal after that time, for all future closure and post closure costs, for any liabilities arising out of accidents or remediation activities, and for any fees or fines connected with landfill or recycling facility operations.

Procurement Schedule

The Town plans to adhere to the following procurement schedule to the extent possible. Changes to the procurement schedule shall be at the sole discretion of the Town. Table 1 provides the major milestones of the RFP process.

Table 1 Procurement Schedule	
Activity	Date
RFP Released	October 31, 2022
Mandatory Pre-Proposal Conference & Tour	November 18, 2022
Mandatory Tour of Bidder's Material Recovery Facility Location	November 29, 2022
Last Day to Submit Questions	December 16, 2022 by 5:00 pm
Addenda to RFP Issued (Anticipated and if necessary)	December 30, 2022
Proposals Due	January 6, 2023 by 2:00 pm
Interview Qualified Contractors	Early January 2023 (Tentative)
Recommendations to Board of Town Commissioners	January 2023
Award of Services	February 2023 (Tentative)
Contract Agreement Approval Finalization Deadline	March 31, 2023
Transition Period	October 2, 2023
Start Services	November 1, 2023

Selection Process

A. Evaluation

i. A mandatory pre-proposal conference and tour is scheduled to be held on November 18, 2022, at 9:00 AM, at the Town of Wake Forest Public Works Facility, 234 Friendship Chapel Rd, Wake Forest, NC 27587. Requests for conference calls will not be entertained. At the conference, representatives from the Town will be available to answer and explain the intent of this RFP. To the extent possible, the Town representatives will answer questions and concerns raised at that time. During this time, a tour of relevant program areas will be shown to help provide clarity on the needs of the collection program. After the conference, the Town representative will prepare and distribute, within one week of the end of question submittal period, written documentation to answer questions which were addresses at the conference that relate to the interpretation of, or changes to, the RFP documents that the Town or its representative deems appropriate for clarification.

ii. Representatives from the Town will have the central responsibility for reviewing and evaluating all proposals submitted in response to this document.

iii. A proposal may or may not be eliminated from consideration for failure to comply completely with one or more of the requirements, depending on their critical nature.

iv. In evaluating proposals, the Town will consider all qualifications and experience of the subcontractors. In addition, the Town will consider whether or not the proposals comply with the prescribed requirements and such data as may be requested in the Fee Form or prior to the Notice of Award.

v. The Town may conduct such investigations as the Town deems necessary to establish the responsibility, qualifications, and financial ability of the Contractor and proposed subcontractors to perform the work in accordance with the contract documents.

B. Factors of Evaluation

i. The following criteria will be used to the proposals:
   a. Completeness of information requested
   b. References and reputation of Contractor
   c. Quality and capability of organization
   d. Project Approach
   e. Suitability of disposal facility (as applicable)
   f. Cost
   g. Contract terms and conditions

   Note: The above order of criteria does not imply an order of importance

C. Interviews

i. The Town may select two or more Contractors on the basis of the aforementioned factors and request interviews to discuss in detail the project approach and services to be provided. The interview and the information obtained at that time will become as binding as the information in the proposal and shall be used to make the final determination of the Contractor.

D. Final Award

i. The Town reserves the right to reject any or all proposals, including, without limitation, nonconforming, non-responsive, unbalanced, or conditional proposals. The Town further reserves the right to reject the proposal of any Contractor whom it finds, after reasonable inquiry and evaluation, to lack the capabilities to adequately provide the services requested.

ii. The Town may also reject the proposal of any Contractor if the Town believes it would not be in the best interest of the program to make an award to that Contractor, The Town also reserves the right to waive all informalities including price or approach and to negotiate contract terms with the Contractor deemed to be most suitable for the work required.

If the contract/service is to be awarded, the Town will award the contract to the Contractor with the greatest overall benefit to the Town, price, and other factors considered.

Instructions to Bidders

A. Please complete the enclosed forms (Appendix 1 and Appendix 2) and submit sealed proposals to Town of Wake Forest Purchasing Department, Randy Driver, 234 Friendship Chapel Rd, Wake Forest, NC 27587 no later than 2:00 pm January 6, 2023.

   All proposals shall be sealed. The envelope containing the proposal will be clearly marked and identified as "RFP # 2022-0001: Proposal for Residential Solid Waste Collection and Disposal for the Town of Wake Forest". Please provide (1) original and (2) copies of the proposal. Electronic or faxed submissions will not be accepted.

B. All proposals shall contain explicit assurance that all conditions of service and contract requirements contained herein will be met.

C. The Contractor will provide rates in price per household per month for the completion of services for Residential Solid Waste Collection and Disposal for the Town of Wake Forest and the disposal of waste to approved Wake County facilities or recycling processing facility costs. This fee is fixed for a minimum of one year at the rate provided by the Proposer and as indicated in the Proposer's bid, (US dollars per household). Subsequently, any fuel expenses shall be calculated in the overall pricing. Please see the attached proposal form.

D. Any exceptions to the conditions or specifications required by this proposal shall be explicitly listed.

E. These are the minimum qualifications that a response must fulfill. However, exceptions to any conditions may be submitted as alternatives to the base proposal.

F. The Town reserves the right to reject any or all proposals.

G. The proposal shall contain the following information in the order presented herein:

   i. Letter of introduction: The letter of introduction shall briefly describe the services that the company is proposing and any special exceptions or additions to the program as described. The letter should be signed by a representative capable of binding the company to a contractual obligation.

ii. Description of Firm: This section should describe the company including (at a minimum) its location, number of offices corporately, length of time in business (both corporately and for the actual office which will complete the work), corporate structure, number of employees, and relationship to a parent company if it is subsidiary. If any subcontractors are used, the same information should be provided for all subcontractors. The description of the disposal facility should be included here and included (at a minimum) the name of facility, operator, permit number, date facility operations began, estimated date of closure, tons per day received, brief description of liner system and one way distance from the Town.

iii. Qualification of Firm: This section should provide descriptions on the firm's qualifications to complete the work as proposed. At a minimum, this section should include a description of why this firm is uniquely qualified to complete the work and descriptions of at least three (3) projects for which the firm is providing similar services. North Carolina references are preferred but not mandatory. The descriptions should provide information on the type of project, equipment and personnel required, location and contact, contract amount, and any unusual services provided to the customer that may be of interest to the Town. In addition, at least four (4) references should be provided with project name, contact person, phone number, address, and relationship to the firm. If any subcontractors are to be used, they must also provide information on their qualifications in similar details.

iv. Project Approach: This section should provide a description of the services to be offered and the personnel and equipment requirements.

v. Contractor's Bid Proposal and Qualifications Statement: The Contractor should complete the form provided in Appendix 1. The form shall be completed by each subcontractor as well.

vi. Contractor's Bid Proposal shall be binding, except where noted, for a period of ninety (90) days after proposal due day.

For more information on the bid process, please contact Randy Driver, Purchasing Manager, Town of Wake Forest Purchasing Department through his email at rdriver@wakeforestnc.gov. No phone calls, please.

For information on the services requested, please contact Jeanette Johnson, Sustainability Coordinator, Town of Wake Forest Public Works Department through her email at jjohnson@wakeforestnc.gov. No phone calls, please.

RFP#_____

Residential Solid Waste Collection and Disposal for the Town of Wake Forest

APPENDIX 1: BID PROPOSAL AND QUALIFICATION STATEMENT

Town of Wake Forest, NC

Proposal for Residential Solid Waste Collection and Disposal for the Town of Wake Forest

Name of Contractor:_____

Years in Business:_____

A. Fees

Collection, Hauling, and Disposal operations (including all personnel, equipment, disposal and any other related costs, fees or charges associated with this contract)

The Contractor shall complete the work in accordance with the required sections of the Request of Proposal for a fee of:

a. Monthly Collection Costs (MSW)
b. Monthly Collection Costs (Recyclables)

Collect, Haul, Disposal Residential Waste	Cost per Household Per Month
MSW	$
Recycling	$

c. Comments or Questions pertaining to costs:

_____
_____
_____
_____
_____
_____
_____
_____
_____

B. Subcontractors and Landfill Identification
(Contractor shall identify all Subcontractors and landfill facilities.)

List all Subcontractors, contact information and identify service(s) to be provided:

_____
_____
_____

_____
_____
_____
_____
_____

Landfill/ Transfer Station (List name, location, operator, permit holder, and permit number):

_____
_____
_____
_____
_____
_____
_____
_____

C. List the following information for three (3) recent contracts (if not listed separately) of this nature that you have completed or currently hold (to be completed by Contractor and all Subcontractors):

Contract: _____

Name, Address & Telephone of Contact: _____

_____

Contract: _____

Name, Address & Telephone of Contact: _____

_____

Contract and Cost: _____

Name, Address & Telephone of Contact: _____

_____

D. Have you ever failed to complete work awarded to you? If so, state where and why (to be completed by Contractor and for all Subcontractors):

_____
_____
_____
_____
_____
_____

_____

_____

E. Have you ever performed similar work under the direction of a Local Government? If so, list three such entities, giving a name, address, telephone number and the name of the project (List most recent projects) (to be completed by Contractor and all Subcontractors):

Local Government:_____

_____

Name, Address & Telephone of Contact:_____

_____

_____

Local Government:_____

_____

Name, Address & Telephone of Contact:_____

_____

_____

Local Government:_____

_____

Name, Address & Telephone of Contact:_____

_____

_____

Local Government:_____

_____

Name, Address & Telephone of Contact:_____

_____

_____

Local Government:_____

_____

Name, Address & Telephone of Contact:_____

F. Comments or Clarifications:

G. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Town or its representatives in verification of the recitals compromising this statement of Contractor's qualifications.

H. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the President and Secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name. It is absolutely necessary that this information be furnished.)

Legal Name of Contractor: _____

Type of Business (Corporation, Partnership, Individual): _____

_____

State of Incorporation (if applicable): _____

Principal Address of Business: _____

_____

Phone Number: _____

Names of Corporate Officers, Partners or Individuals: _____

_____

_____

_____

_____

Authorized Signature: _____

Printed Name Above: _____

Title: _____

Date: _____

Attest (Signature): _____

Printed Name Above: _____

Title: _____

Date: _____ (Seal)

NON-COLLUSION AFFIDAVIT

State of North Carolina Town of Wake Forest

I _____, being first duly sworn, deposes and says that:

He/She/They is/are the _____of _____, the proposer that has submitted the attached proposal;

He/She/ They is/are fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;

Such proposal is genuine and is not a collusive or sham proposal;

Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, Employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm or person to submit a collusive or sham proposal in connections with the contract for which the attached proposal has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person to fix the price or prices in the attached proposal or of any other Proposer or to fix overhead, profit or cost element of the proposal price of any other Proposer or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Wake Forest or any person interested in the proposed contract; and

The price or prices quoted in the attached proposal are fair, proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

_____ _____

Signature Title

State of North Carolina
County of _____
Subscribed and sworn before me,
This _____day of _____, _____
_____
Notary Public
My commission expires _____

AFFIDAVIT OF COMPLIANCE WITH N.C. E-VERIFY STATUTES

State of North Carolina Town of Wake Forest

I, _____ (hereinafter the "Affiant"), being duly authorized by and on behalf of _____ (hereinafter "Contractor") after first being duly sworn hereby swears or affirms as follows:

1. Contractor understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with Article 2 of Chapter 64 of the North Carolina General Statutes; and
2. Contractor understands that an "Employer", as defined in NCGS§64-25(4), is required by law to use E-Verify to verify the work authorization of its employees through E-Verify in accordance with NCGS§64-26(a). The term "Employer" does not include State agencies, counties, municipalities, or other governmental bodies.
3. Contractor is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in the state of North Carolina. (mark Yes or No)
   a. YES _____
   b. NO _____
4. Contractor will ensure compliance with E-Verify to the extent applicable and will ensure compliance by any subcontractors subsequently hired by Contractor to perform work under Contractor's contract with Town of Wake Forest.

This ____ day of _____, 202__.

_____

Signature of Affiant

Print or Type Name: _____

State of _____

County of _____

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

day of _____, 202_.

My Commission Expires:

_____ _____

(Affix Official/Notarial Seal)

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type.
See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number

☐☐ – ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person ▶** **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Cat. No. 10231X Form **W-9** (Rev. 10-2018)

TOWN of
WAKE FOREST

Miscellaneous Terms and Conditions

(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.

Attachment 1 – Miscellaneous Terms and Conditions

(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) Standard Terms and Conditions. The Town of Wake Forest's Standard Terms and Conditions listed at: https://www.wakeforestnc.gov/sites/default/files/uploads/residents/finance/towf-standard-terms-and-conditions-final.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"). 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) 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.

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

(s) 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.

(t) 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.

(u) 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.

(v) 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.

(w) Public Record. This Contract or Agreement is subject to disclosure under the public records laws of the State of North Carolina.

REQUEST FOR PROPOSALS SCORING MANUAL AND SCORE SHEET

RESIDENTIAL SOLID WASTE COLLECTION AND DISPOSAL FOR THE TOWN OF WAKE FOREST

NOTICE TO BIDDERS

Sealed proposals will be received by the Town of Wake Forest Purchasing Department, 234 Friendship Chapel Road, Wake Forest, NC 27587 until Friday, January 6, 2023 at 2:00 p.m. for the following:

RFP # 2022-0001
Residential Solid Waste Collection and Disposal for the Town of Wake Forest

A mandatory pre-proposal conference and tour is scheduled to be held on Friday, November 18, 2022, at 9:00 a.m. at the Town of Wake Forest Public Works Facility, 234 Friendship Chapel Rd, Wake Forest, NC 27587**. All prospective bidders are required to attend.**

Copies of the proposal documents may be obtained by clicking on the RFP number and project name located in this ad.

The Town of Wake Forest reserves the right to reject any or all proposals and to make the award as deemed in the best interest of the Town of Wake Forest.

RFP # 2022-0001

Residential Solid Waste Collection and Disposal for the Town of Wake Forest

Addendum # 1

Due to requests for flexibility in scheduling MRF tours due to the holidays, the Town will conduct tours until December 15, 2022. Tours must be scheduled and approved by the Town of Wake Forest by November 29, 2022 @ 5:00 P.M. Please contact Jeanette Johnson at 919-435-9585 or jjohnson@wakeforestnc.gov to schedule.

END OF ADDENDUM

RFP # 2022-0001

Residential Solid Waste Collection and Disposal for the Town of Wake Forest

Addendum # 2

Due to holiday delays, the proposal deadline for RFP # 2022-0001 - Residential Solid Waste Collection and Disposal for the Town of Wake Forest will be extended until **January 20, 2023 at 2:00 PM.** As a result, the procurement schedule has also been adjusted to the following:

Table 1 Procurement Schedule	
Activity	Date
RFP Released	October 31, 2022
Mandatory Pre-Proposal Conference & Tour	November 18, 2022
Mandatory Tour of Bidder's Material Recovery Facility Location	December 15, 2022
Last Day to Submit Questions	December 16, 2022 by 5:00 pm
Addenda to RFP Issued (Anticipated and if necessary)	December 30, 2022
Proposals Due	**January 20, 2023 by 2:00 pm**
Interview Qualified Contractors	Late January 2023 (Tentative)
Recommendations to Board of Town Commissioners	February 2023
Award of Services	Late February 2023 (Tentative)
Contract Agreement Approval Finalization Deadline	March 31, 2023 by 3:00 PM
Transition Period	October 2, 2023
Start Services	November 1, 2023

Please contact Jeanette Johnson at 919-435-9585 or jjohnson@wakeforestnc.gov with any questions.

END OF ADDENDUM

ATTATCHMENT 5: REFERENCE QUESTIONAIRE GUIDE

TOWN *of* WAKE FOREST

REFERENCE QUESTIONAIRE FORM

RFP #2022-00001 - Residential Solid Waste Collection and Disposal for the Town of Wake Forest

Requested by Town of Wake Forest, NC

Name of Business information request is for: _____

This form is being submitted to your company for completion as a business reference for the company listed above. This form is to be returned to the Town of Wake Forest, Jeanette Johnson, via email jjohnson@wakeforestnc.gov no later than 3:00 PM, January 30, 2023 and MUST NOT be returned to the company listed above.

For questions or concerns, regarding this form, please contact the Town of Wake Forest point of contact above.

Company Providing Reference:_____

Contact Name & Title:_____

Contact Phone Number:_____

Contact Email Address:_____

Questions

1) In what capacity have you worked with this company in the past? If the company was under a contract, please acknowledge and explain briefly whether or not the contract was successful.
   Comments:_____
   _____
   _____
   _____

2) How would you rate this company's knowledge and experience?
   ___ 4 = Excellent __ 3 = Satisfactory __ 2 = Unsatisfactory __ 1 = Unacceptable
   Comments:_____
   _____
   _____
   _____

3) How would you rate the company's flexibility relative to changes in the scope and timelines?
___ 4 = Excellent __ 3 = Satisfactory __ 2 = Unsatisfactory __ 1 = Unacceptable
Comments:_____
_____
_____
_____

4) What is your level of satisfaction with documentation like reports, logs, daily data, rejected collections reports, etc. produced by the company on your behalf?
___ 4 = Excellent __ 3 = Satisfactory __ 2 = Unsatisfactory __ 1 = Unacceptable
Comments:_____
_____
_____
_____

5) How would you rate the dynamics/interaction between the company and your staff?
___ 4 = Excellent __ 3 = Satisfactory __ 2 = Unsatisfactory __ 1 = Unacceptable
Comments:_____
_____
_____
_____

6) Who were the company's principle representatives involved in providing your service and how would you rate them individually? Would you comment on the skills, knowledge, behaviors, or other factors on which you based the rating?
4 = Excellent 3 = Satisfactory 2 = Unsatisfactory 1 = Unacceptable
Name:_____ Rating:_____
Name:_____ Rating:_____
Name:_____ Rating:_____
Name:_____ Rating:_____
Name:_____ Rating:_____

Comments:_____
_____
_____
_____

7) With which aspect(s) of this company's services are you most satisfied?
Comments:_____
_____
_____
_____

8) With which aspect(s) of this company's services are you least satisfied?
Comments: _____
_____
_____
_____

9) Would you recommend this company's services to your organization again?
Comments: _____
_____
_____
_____

10) Do you have any additional comments or notes that you think may be relevant to this company's service capabilities?
Comments: _____
_____
_____
_____
_____
_____
_____

ATTATCHMENT 6: INTERVIEW QUESTIONS FOR VENDORS

The interview process shall only take place if the evaluation team deems necessary. If an interview is required, the company will be asked to provide a brief 5–10-minute presentation with details of company operations related to the program in question and an overall overview of the organization. The company will also describe why they are the best fit for the Town of Wake Forest. The vendor should also be asked to send a sample contract for review if selected for interview.

1) What experience do you have working with organizations like ours?

2) What resources will be dedicated to our account such as supervisors available, main allocated vehicles, backup vehicles, backup drivers, dispatchers, etc?

3) Do you recommend any customization or additional features to achieve our program consistency?

4) What action, participation, or documentation is required from us to ensure timely and quality service?

5) How often will you report our progress and results?

6) Provide a list of the standard report options, what each includes and available formats.

7) What technology do you leverage to ensure excellent customer communication and experience?

8) Describe your approach to continuous process improvement. Our current process includes education at the cart through tagging, online education, in person education, and more? Do you think this is a task you can ideally contribute to and expand on? Please explain how.

9) Describe your regulatory compliance process. Can you share state reports verifying proper state protocol if necessary?

10) Does applicable staff undergo standard safety training on a regular basis? What does this safety training look like and what resources are provided to staff to help them prioritize safety during their workday?

11) Please provide details about your business continuity and emergency preparedness plan.

12) Do you measure the overall performance of your vendors and subcontractors?

13) If subcontractor work is necessary, will you be following up on situations they may be involved in and reporting back to Town staff?

14) For contract completion, what is the timeline necessary from your company from a contract for services to be fully established? What are your cancellation/renewal terms?

15) What does a transition period to our services look like or you? What does that timeline include? How do you help staff determine and train for routes?

16) Additional Questions from Evaluation Team:

A) _____
_____
_____

B) _____
_____
_____

C) _____
_____
_____

D) _____
_____
_____

E) _____
_____
_____

Evaluation Factor	Max Point	Proposer Company			
		Republic	GFL	Wall	N/A – Leave Blank
Required Information (20%)					
Evaluate this factor based on information provided by the Evaluation Advisor and refer to RFP Sections "Selection Process" and "Instructions to Bidders"					
Cover letter accompanying that company's submittal is in response to the RFP. ***10=Provided exact necessary information; 7= Provided Cover Letter with most necessary information; 5= Provided Cover Letter with some necessary information; 3=Provided Cover Letter but neglected necessary information; 0=Cover Letter was not provided***	10	**10**	**10**	**5.67**	
Organizational Information: company's legal name; address; phone; fax; website, email address. Organizational chart with titles and names of positions. ***5=Organizational Information was provided exactly as necessary; 3= Some organizational information was provided as necessary; 0= No organizational information was provided***	5	**5**	**2**	**5**	

Evaluation Factor	*Max Points*	Republic	GFL	Wall	N/A - Leave Blank
Ability to follow directions listed in the RFP throughout the RFP Process ***10= Followed instructions for submission per exact request as stated in the referenced sections;*** ***7=Followed most instructions per exact request;*** ***5= Followed some instructions per exact request;*** ***3=Followed few instructions per exact request;*** ***0= Followed no instructions per exact request***	10	**10**	**10**	**5**	
Provided all information in the format requested. ***5= Information given was formatted exactly as requested;*** ***3= Some Information given was formatted exactly as requested;*** ***0= No Information given was formatted exactly as requested***	5	**5**	**5**	**4.34**	

Evaluation Factor	*Max Points*	Republic	GFL	Wall	N/A - Leave Blank
Did they complete the MRF tour? ***10= Completed the MRF tour and has excellent presentation throughout the tour;*** ***5= Provided MRF tour but many questions were still left unanswered;*** ***0= Did not complete the required MRF tour***	10	**10**	**10**	**10**	
Did they complete the pre-bid tour? ***10= Completed the pre bid meeting and was confident in their ability to manage difficult collection areas;*** ***5= Attended pre bid meeting but did not seem confident in their ability to handle difficult collection areas;*** ***0= Did not complete the required pre bid meeting***	10	**9.67**	**8.34**	**6**	
Subtotal – Required Information	**50**	***49.67***	***45.34***	***36.01***	

Evaluation Factor	*Max Points*	Republic	GFL	Wall	N/A - Leave Blank
Technical Ability (40%)					
Evaluate this factor based on your review of the technical proposal and refer to RFP sections "Scope of Work and Contract Requirements".					
1. Qualifications Refer to all sections in the RFP for "Scope of Work and Contract Requirements" ***20= Organization proposal exceeds qualification requirements of the Town; 15= Organization proposal meets qualification requirements of the Town; 10= Organization proposal meets most qualification requirements of the Town; 5= Organization proposal meets some requirements of the Town; 0= Organization proposal does not meet the requirements of the Town***	20	**16**	**14.34**	**8**	

Evaluation Factor	*Max Points*	Republic	GFL	Wall	N/A - Leave Blank
2. Proposed Personnel and Staffing Refer to Section M in the RFP for "Scope of Work and Contract Requirements" ***20= Personnel and Staffing exceeds qualification requirements of the Town; 15= Personnel and Staffing meets qualification requirements of the Town; 10= Personnel and Staffing meets most qualification requirements of the Town; 5= Personnel and Staffing meets some requirements of the Town; 0= Personnel and Staffing does not meet the requirements of the Town***	20	**18**	**15.67**	**10**	

Evaluation Factor	*Max Points*	Republic	GFL	Wall	N/A - Leave Blank
3. Program Match – Can they provide the services we advertise to the community? Refer to Section C in the RFP for "Scope of Work and Contract Requirements" ***10= Organization's ability to match the Town's program exceeds qualification requirements of the Town;*** ***7= Organization's ability to match the Town's program meets qualification requirements of the Town;*** ***5= Organization's ability to match the Town's program meets most qualification requirements of the Town;*** ***3= Organization's ability to match the Town's program meets some requirements of the Town;*** ***0= Organization's ability to match the Town's program does not meet the requirements of the Town***	10	**8**	**4.67**	**3.34**	

Evaluation Factor	*Max Points*	Republic	GFL	Wall	N/A - Leave Blank
4. Proposed Alignment with current Service Refer to Sections H-J; N; T; X; Y in the RFP for "Scope of Work and Contract Requirements" ***20= Organization's ability to align with current services exceeds requirements of the Town;*** ***15= Organization's ability to align with current services meets qualification requirements of the Town;*** ***10= Organization's ability to align with current services meets most qualification requirements of the Town;*** ***5= Organization's ability to align with current services meets some requirements of the Town;*** ***0= Organization's ability to align with current services does not meet the requirements of the Town***	20	**18.34**	**13.34**	**5.34**	

Evaluation Factor	*Max Points*	Republic	GFL	Wall	N/A - Leave Blank
5. Risks and Added Value Assessment Refer to Sections D; O-W; Z in the RFP for "Scope of Work and Contract Requirements" ***10= Proposal for this section exceeds requirements of the Town;*** ***7= Proposal for this section meets requirements of the Town;*** ***5= Proposal for this section meets most requirements of the Town;*** ***3= Proposal for this section meets some requirements of the Town;*** ***0= Proposal for this section does not meet the requirements of the Town***	10	**9.34**	**9.34**	**4**	

Evaluation Factor	*Max Points*	Republic	GFL	Wall	N/A - Leave Blank
6. Proposed Maintenance and Equipment Capabilities Refer to Sections G; L in the RFP for "Scope of Work and Contract Requirements" ***20= Organization proposal for this section exceeds qualification requirements of the Town; 15= Organization proposal for this section meets qualification requirements of the Town; 10= Organization proposal for this section meets most qualification requirements of the Town; 5= Organization proposal for this section meets some requirements of the Town; 0= Organization proposal for this section does not meet the requirements of the Town***	20	**20**	**20**	**7.34**	
Subtotal – Technical Ability	**100**	***89.68***	***77.36***	***38.02***	

Evaluation Factor	*Max Points*	Republic	GFL	Wall	N/A - Leave Blank
Past Performance (20%)					
Evaluate this factor based interviews with references that will be provided by the Evaluation Advisor and refer to RFP Sections "Selection Process"					
Reference Checks Refer to Sections A; B in the RFP for "Selection Process" ***50= References exceeded expectations for information regarding the proposing company; 40= References meet expectations for information regarding the proposing company; 30= References meet most expectations for information regarding the proposing company; 20= References meet some expectations for information regarding the proposing company; 10= References meet little to no expectations for information regarding the proposing company; 0= No references were provided for review***	50	**39.67**	**41**	**19.67**	
Subtotal – Past Performance	**50**	***39.67***	***41***	***19.67***	

Evaluation Factor	*Max Points*	Republic	GFL	Wall	N/A - Leave Blank
Financial Ability (10%)					
Evaluate this factor based on report to be comparable to surrounding services and costs of services and refer to RFP Sections "Scope of Work and Contract Requirements".					
Financial Ability and Risk Ranking Refer to Sections A; B; E; F in the RFP for "Scope of Work"; Evaluator should also take proposed price into consideration for this section. ***25= Proposed information provided exceeds expectations; 20= Proposed information provided meets expectations; 15= Proposed information provided almost meets expectations; 10= Proposed information provided hardly meets expectations; 5= Proposed information provided meets little to no expectations; 0= Not enough information was provided for review***	25	**23.34**	**21**	**17**	
Subtotal – Financial Ability	**25**	***23.34***	***21***	***17***	

Evaluation Factor	*Max Points*	Republic	GFL	Wall	N/A - Leave Blank
Interviews with Key Staff (10%)					
Evaluate this factor based on vendor interviews.					
Interviews with Key Staff Refer to Sections C in the RFP for "Selection Process" *If no interview is necessary due to quality of proposal information – Please input 25 for fulfilled information. * ***25= Information provided exceeds expectations and no interview is required;*** ***20=Information provided from interview meets expectations;*** ***15= Information provided from interview almost meets expectations;*** ***10= Information provided from interview hardly meets expectations;*** ***5= Information provided from interview meets little to no expectations;*** ***0= Not enough information was provided for before or during an interview***	25	**25**	**25**	**25**	
Subtotal – Interviews	**25**	***25***	***25***	***25***	

TOTAL EVALUATION POINTS

	Max Points	Republic	GFL	Wall	N/A
Total – All Evaluation Points	**250**	***227.36***	***209.7***	***135.7***	

MUNICIPAL MATERIALS MANAGEMENT AGREEMENT

This Municipal Materials Management Agreement (the "**Agreement**") is made and entered into this ____day of _____, 20__ ("**Effective Date**"), by and between the [INSERT FULL NAME OF THE MUNICIPALITY AND THE NAME OF THE STATE] ("**City**"), and _____, a [INSERT LEGAL ENTITY AND DBA OF SERVICING DIVISION AND TYPE OF LEGAL ENTITY SUCH AS "a Delaware corporation" or " Delaware limited liability company"] qualified to do and actually doing business in the State of _____ ("**Company**").

RECITALS

WHEREAS, City desires that Company provide Services as defined herein for the Location Types as set forth in this Agreement and Company desires to do so, all in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained in this Agreement, the parties agree as follows:

TERMS AND CONDITIONS

1. Sole and Exclusive Franchise. Company is hereby granted the sole and exclusive franchise, license, and privilege to provide for the collection and disposal or recycling, if applicable, of all conforming Waste Material (as defined in Exhibit A) for the following types of locations ("**Location Types**") within the territorial jurisdiction of the City (the "**Services**"):

Location Types

_____ Residential Units _____ Large Commercial Units

_____ Small Commercial Units _____ Industrial Permanent Units

_____ Municipal Facilities _____ Industrial Temporary Units

2. Newly Developed Areas. If the City develops new areas (of the same Location Types as designated above) within the City's territorial jurisdiction during the Term of this Agreement, such areas shall automatically be subject to this Agreement. The City shall provide Company with written notification of such newly developed areas, and within thirty (30) days after receipt of such notification, Company shall provide the Services as set forth in this Agreement in such newly developed area(s). If the City annexes any new areas that it wishes for Company to provide the Services, the Parties shall negotiate a mutually acceptable amendment to this Agreement adding such annexed areas to the scope of the Services and setting forth the rates that will apply for the Services in such area(s).

3. Scope of Services. Company shall furnish all equipment, trucks, personnel, labor, and all other items necessary to perform the Services. The Services shall not include the collection, disposal, or recycling of any Excluded Waste or Waste Material located at any Location Type not designated above, or any Waste Material/Service Types not designated in any exhibit attached hereto.

4. Out of Scope Services May Be Contracted for Directly with Customers. Company may provide collection and disposal or recycling service within the territorial jurisdiction of the City for any Waste Material and/or Location Types that are outside the scope of this Agreement pursuant such terms and conditions as may be mutually agreed upon by Company and such Customers. Such services and agreements are outside the scope of this Agreement, and this Agreement does not require such

Customers to use Company for such services, but they may do so at their discretion. The City agrees that Company may use any information received from the City in marketing all of its available services to the Customers located within the City, whether included in the scope of this Agreement or not.

5. Exhibits. All Exhibits attached this Agreement are an integral part of the Agreement and are incorporated herein.

Exhibit A	Specifications for Municipal Solid Waste Services
Exhibit A-1	Municipal Solid Waste Pricing
Exhibit B	Specifications & Pricing for Recycling Services
Exhibit B-1	Recycling Facility Average Commodity Mix
Exhibit C	Company's Performance Bond

6. Term. This Agreement begins on the Effective Date and expires five (5) years thereafter but shall automatically renew for successive five-year periods (the "**Term**") unless either party provides written notice of non-renewal at least sixty (60) days prior to the expiration of the then current Term, or unless otherwise terminated in accordance with the terms of this Agreement.

7. Rates for Services; Rate Adjustments; Additional Fees and Costs.

7.1 Rates for Services. The rates for all Services shall be as shown on Exhibits A-1 and B, subject to the rate adjustments and additional fees and costs as set forth herein.

7.2 Annual Rate Adjustments. Company shall increase the rates for all Services effective on each anniversary of the Effective Date of this Agreement in an amount equal to the greater of (a) four (4) percent or (ii) the most recently available trailing twelve (12) months' average in the Consumer Price Index for All Urban Consumers (Water, Sewer and Trash Collection Services) U.S. City Average, as published by United States Department of Labor, Bureau of Statistics (the "**CPI**").

In the event that one or more material elements of cost to provide Service under this Agreement experiences a year over year (YoY) change greater than 15% Company may increase the Annual Rate Adjustment above the 4% or CPI by an additional amount equal to the additional cost increase. A material element of cost shall be defined as a category of cost making up 5% or more of the annual costs to provide the Services.

7.3 Change in Law Adjustments. Company may increase the rates for Services as a result of increases in costs incurred by Company due to (a) any third party or municipal hauling company or disposal or recycling facility being used; (b) changes in local, state, federal or international rules, ordinances or regulations; (c) changes in taxes, fees or other governmental charges (other than income or real property taxes); (d) uncontrollable prolonged operational changes (i.e., a major bridge closure); (e) increased fuel costs; and (f) changes in costs due to a Force Majeure Event. Any of the foregoing cost adjustments shall be retroactive to the effective date of such increase or change in cost.

8. Invoicing; Payment; Service Suspension; Audits.

8.1 Invoicing the City. The City shall invoice and collect from all Residential Units and Municipal Facilities Customers for Services provided by Company pursuant to this Agreement. The City

shall report to Company (a) by the 5th of each month the total number of addresses subject to this Agreement and that have been billed for Services by the City and (b) on a quarterly basis, parcel data and a list of addresses billed for the Services by the City. Company shall invoice the City for the number of addresses that were billed by the City within fifteen (15) days of receiving the City's address count each month, and the City shall pay Company's invoices.

8.2 Invoicing the Customer Directly. Company shall invoice each individual Customer for all [Small Commercial Units, Large Commercial Units, Industrial Permanent Units, and Industrial Temporary Units] Services rendered to such Customer under this Agreement within ____ _____ (_____) days following the end of the month, and the Customer shall pay Company's invoices.

8.3 Payment. The City or Customer, as applicable, shall pay each of Company's invoices without offset within twenty (20) days of receipt Company's invoice. Payments may be made by check or ACH only; no purchasing cards or credit cards will be accepted. If Company is invoicing the City, City shall pay Company's invoices in full irrespective of whether or not the City collects from the Customers for such Service. Payments not made on or before their due date may be subject to late fees of one and one-half percent (1.5%) per month (or the maximum allowed by law, if less). If the City or Customer, as applicable, withholds payment of a portion or entire invoice and it is later determined that a portion or all of such withheld amount is owed to Company, such amount shall be subject to the late fees provided herein from the original due date until paid.

8.4 Service Suspension.

8.4.1 Unpaid Invoices. If any amount due from the City is not paid within sixty (60) days after the date of Company's invoice, Company may suspend Services until the City has paid its outstanding balance in full and/or terminate this Agreement. If Company suspends Service, the City shall pay a service interruption fee in an amount determined by Company in its discretion up to the maximum amount allowed by Applicable Law. If any amount due to Company from an individual Customer is not paid within sixty (60) days after the date of Company's invoice, Company may suspend that Customer's Services until the Customer has paid its outstanding balance in full. If Company suspends Service, the Customer shall pay a service interruption fee in an amount determined by Company in its discretion up to the maximum amount allowed by Applicable Law.

8.4.2 Suspension at Direction of City. If the City wishes to suspend or discontinue Services to a Customer for any reason, the City shall send Company a written notice (email is acceptable as long as its receipt is acknowledged by Company) identifying the Customer's address and the date the Services should be suspended or discontinued. In the event of Service suspension, the City shall provide additional email notification to Company if/when it wishes to reactivate the suspended Services. Upon receipt of a notice of reactivation, Company shall resume the Services on the next regularly scheduled collection day. The City shall indemnify, defend, and hold Company harmless from any claims, suits, damages, liabilities or expenses (including but not limited to expenses of investigation and attorneys' fees) resulting from the suspension of discontinuation of any Services at the direction of the City.

8.5 Audits.

8.5.1 Audit of City Billings. With respect to any Services in which the Company's billing is dependent upon the City's reporting of the number of addresses subject to this

Agreement, the City shall perform an audit at least once each year to confirm that all addresses receiving Services under this Agreement are actually being billed by the City and that the City's reporting on such addresses is accurate. The City shall share all findings and documentation with respect to such audits with Company. In addition to the foregoing, Company shall be permitted to conduct its own address counts using manual counts and/or official parcel maps. If at any time Company presents to City data to support that the number of addresses serviced exceeds the number provided by the City, the parties agree to re-negotiate in good faith the number of addresses receiving and paying for services under this Agreement.

8.5.2 Audit of Company Records. The City may request and be provided with an opportunity to audit any relevant and non-confidential records of Company that support the calculations of charges invoiced to the City under this Agreement within the ninety (90) day period before the audit request. Such audits shall be paid for by the City and shall be conducted under mutually acceptable terms at Company's premises in a manner that minimizes any interruption in the daily activities at such premises.

9. Termination. If either party breaches any material provision of this Agreement and such breach is not substantially cured within thirty (30) days after receipt of written notice from the non-breaching party specifying such breach in reasonable detail, the non-breaching party may terminate this Agreement by giving thirty (30) days' written notice of termination to the breaching party. However, if the breach cannot be substantially cured within thirty (30) days, the Agreement may not be terminated if a cure is commenced within the cure period and for as long thereafter as a cure is diligently pursued. Upon termination, the City shall pay Company only such charges and fees for the Services performed on or before the termination effective date and Company shall collect its equipment, and Company shall have no further obligation to perform any Services under this Agreement.

10. Compliance with Laws. Company warrants that the Services will be performed in a good, safe and workmanlike manner, and in compliance with all applicable federal, state, provincial and local laws, rules, regulations, and permit conditions relating to the Services, including without limitation any applicable requirements relating to protection of human health, safety, or the environment ("**Applicable Law**"). In the event any provision of this Agreement conflicts with an existing ordinance of the City, this Agreement shall control and Company shall not be fined, punished, or otherwise sanctioned under such ordinance. Company reserves the right to decline to perform Services, which, in its judgment, it cannot perform in a lawful manner or without risk of harm to human health, safety or the environment.

11. Title. Title to Waste Material shall pass to Company when loaded into Company's collection vehicle or otherwise received by Company. Title to and liability for any Excluded Waste shall at no time pass to Company.

12. Excluded Waste. If Excluded Waste is discovered before it is collected by Company, Company may refuse to collect the entire waste container that contains the Excluded Waste. In such situations, Company shall contact the City and the City shall promptly undertake appropriate action to ensure that such Excluded Waste is removed and properly disposed of by the depositor or generator of the Excluded Waste. In the event Excluded Waste is present but not discovered until after it has been collected by Company, Company may, in its sole discretion, remove, transport, and dispose of such Excluded Waste at a facility authorized to accept such Excluded Waste in accordance with Applicable Law and, in Company's sole discretion, charge the City, depositor or generator of such Excluded Waste for all direct and indirect costs incurred due to the removal, remediation, handling, transportation, delivery, and disposal of such Excluded Waste. The City shall provide all reasonable assistance to Company to conduct an investigation to determine the identity of the depositor or generator of the Excluded Waste and to collect the costs incurred by Company in connection with such Excluded Waste. Subject to the City's providing all such reasonable assistance to Company, Company shall release City from any

liability for any such costs incurred by Company in connection with such Excluded Waste, except to the extent that such Excluded Waste is determined to be attributed to the City.

13. Equipment; Access. Any equipment that Company furnishes or uses to perform the Services under this Agreement shall remain Company's property. The City shall be liable for all loss or damage to such equipment, except for normal wear and tear, or loss or damage resulting from Company's handling of the equipment. City and Customers shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move, or alter the equipment. The City shall fully reimburse Company for any and all claims resulting from personal injuries or death, or the loss of or damage to property (including the equipment) arising out of the use, operation, or possession of the equipment by the City or the Customers. If the equipment and/or Waste Material is not accessible so that the regularly scheduled pick-up cannot be made, such Waste Material will not be collected until the next regularly scheduled pick-up, unless the Customer calls Company and requests an extra pick-up, in which case an extra service charge will apply. Company shall not be responsible for any damages to any property or equipment located adjacent to the collection receptacles, nor to any pavement, curbing, or other driving surfaces resulting from Company's providing the Services under this Agreement.

14. Risk Allocation. Except as otherwise specifically set forth herein, each party shall be responsible for any and all claims for personal injuries or death, or the loss of or damage to property, only to the extent caused by that party's negligence or acts of willful misconduct or those of its employees, contractors, subcontractors, or agents.

15. Insurance. During the Term of this Agreement, Company shall maintain in force, at its expense, insurance coverage with minimum limits as follows:

Workers' Compensation

Coverage A	Statutory
Coverage B - Employers Liability	$1,000,000 each Bodily Injury by Accident $1,000,000 policy limit Bodily Injury by Disease $1,000,000 each occurrence Bodily Injury by Disease

Automobile Liability

Bodily Injury/Property Damage Combined – Single Limit	$3,000,000 Coverage is to apply to all owned, non-owned, hired and leased vehicles (including trailers).
Pollution Liability Endorsement	MCS-90 endorsement for pollution liability coverage

Commercial General Liability

Bodily Injury/Property Damage Combined – Single Limit	$2,500,000 each occurrence $5,000,000 general aggregate

All such insurance policies will be primary without the right of contribution from any other insurance coverage maintained by City. All policies required herein shall be written by insurance carriers with a rating of A.M. Bests of at least "A-" and a financial size category of at least VII. Upon City's request, Company shall furnish City with a certificate of insurance evidencing that such coverage is in effect. Such certificate will also provide for thirty (30) days prior written notice of cancellation to the City, show the City as an additional insured under the Automobile and General Liability policies, and contain waivers of subrogation in favor of the City (excluding Worker's Compensation policy) except with respect to the sole negligence or willful misconduct of City.

16. Force Majeure. Except for City's obligation to pay amounts due to Company, any failure or delay in performance under this Agreement due to contingencies beyond a party's reasonable control, including, but not limited to, strikes, riots, terrorist acts, epidemic or pandemic, compliance with Applicable Laws or governmental orders, fires, bad weather and acts of God, shall not constitute a breach of this Agreement, but shall entitle the affected party to be relieved of performance at the current pricing levels under this Agreement during the term of such event and for a reasonable time thereafter. The collection or disposal of any increased volume resulting from a flood, hurricane or similar or different Act of God over which Company has no control, shall not be included as part of Company's service under this Agreement. In the event of increased volume due to a Force Majeure event, Company and the City shall negotiate the additional payment to be made to Company. Further, the City shall grant Company variances in routes and schedules as deemed necessary by Company to accommodate collection of the increased volume of Waste Materials.

17. Non-Discrimination. Company shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin in its performance of Services under this Agreement.

18. Licenses and Taxes. Company shall obtain all licenses and permits (other than the license and permit granted by this Agreement) and promptly pay all taxes required by the City and by the State.

19. No Guarantees or Liquidated Damages. Unless specifically provided herein, Company provides no guarantees or warranties with respect to the Services. No liquidated damages or penalties may be assessed against Company by City.

20. Miscellaneous. (a) This Agreement represents the entire agreement between the Parties and supersedes all prior agreements, whether written or verbal, that may exist for the same Services. (b) Company shall have no confidentiality obligation with respect to any Waste Materials. (c) Neither party shall assign this Agreement in its entirety without the other party's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Company may assign this Agreement without the City's consent to its parent company or any of its subsidiaries, to any person or entity that purchases any operations from Company or as a collateral assignment to any lender to Company. This Agreement shall be binding upon and inure solely to the benefit of the Parties and their permitted successors and assigns. (d) Company may provide any of the Services covered by this Agreement through any of its affiliates or subcontractors, provided that Company shall remain responsible for the performance of all such services and obligations in accordance with this Agreement. (e) No intellectual property rights in any of Company's IP are granted to City under this Agreement. (f) All provisions of the Agreement shall be strictly complied with and conformed to by the Parties, and this Agreement shall not be modified or amended except by written agreement duly executed by the undersigned parties. (g) If any provision of this Agreement is declared invalid or unenforceable, it shall be modified so as to be valid and enforceable but so as most nearly to retain the intent of the Parties. If such modification is not possible, such provision shall be severed from this Agreement. In either case, the validity and enforceability of the remaining provisions of this Agreement shall not in any way be affected thereby. (h) Failure or delay by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. (i) If any litigation is commenced under this Agreement, the successful party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation related expenses, and court or other costs incurred in such litigation or proceeding. (j) This Agreement shall be interpreted and governed by the laws of the State where the Services are performed. (k) Customer and Company agree that electronic signatures are valid and effective, and that an electronically stored copy of this Agreement constitutes proof of the signature and contents of this Agreement, as though it were an original.

IN WITNESS HEREOF, the parties have entered into this Agreement as of the date first written above.

[INSERT FULL NAME OF THE MUNICIPALITY AND THE NAME OF THE STATE]	[INSERT LEGAL ENTITY AND DBA OF SERVICING DIVISION]
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

EXHIBIT A

SPECIFICATIONS FOR MUNICIPAL SOLID WASTE SERVICES

1. Waste Material. The following Waste Material shall be considered in scope during the Term of this Agreement:

_____ Municipal Solid Waste (MSW) _____ Bulky Waste

_____ Yard Waste _____ Construction Debris

2. Definitions.

2.1 Bulky Waste – Stoves, refrigerators (with all CFC and other refrigerants removed), water tanks, washing machines, furniture and other similar items with weights and/or volumes greater than those allowed for the waste container supplied.

2.2 Bundle – Tree, shrub and brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding four (4) feet in length or thirty-five (35) lbs. in weight.

2.3 Construction Debris – Excess building materials resulting from construction, remodeling, repair or demolition operations.

2.4 Customer – An occupant or operator of any type of premise within the City that is covered by this Agreement and who generates Municipal Solid Waste and/or Recyclable Material, if applicable.

2.5 Disposal Site – A Waste Material depository including, but not limited to, sanitary landfills, transfer stations, incinerators, recycling facilities and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive for processing or final disposal of Waste Material.

2.6 Excluded Waste – Excluded Waste consists of Special Waste, Hazardous Waste, and any other material not expressly included within the scope of this Agreement including, but not limited to, any material that is hazardous, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or listed or characteristic hazardous waste as defined by Applicable Law or any otherwise regulated waste.

2.7 Hazardous Waste – Any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended, and including future amendments thereto, and any other Applicable Law.

2.8 Industrial Permanent Unit – An industrial premise requiring use of a large container for the collection of its MSW for a continuous term.

2.9 Industrial Temporary Unit – An industrial premise requiring use of a large container for the collection of its Solid Waste on only a temporary basis. Solid Waste collection is generally limited to a specific event or a short-term project.

2.10 Large Commercial Unit – A commercial premise that is not classified as a Residential Unit or Municipal Facility that requires a waste container that is two (2) yards or larger per collection day for the collection of its Solid Waste.

2.11 Municipal Facilities – Those specific municipal premises as set forth on Exhibit A-1 of this Agreement, if any.

2.12 Municipal Solid Waste (or "MSW") – Useless, unwanted or discarded nonhazardous materials (trash or garbage) with insufficient liquid content to be free-flowing that result from residential, commercial, governmental and community operations. Municipal Solid Waste does not include any Excluded Waste.

2.13 Residential Unit – A dwelling where a person or group of people live. For purposes of this Agreement, each unit in a multi-family dwelling (condominium, apartment or other grouped housing structure) shall be treated as a separate Residential Unit and a Residential Unit shall be deemed occupied when either water or power services are being supplied thereto.

2.14 Small Commercial Unit – A commercial premise that is not classified as a Residential Unit or Municipal Facility that requires no more than three (3) thirty-two (32) gallon containers per collection day for the collection of its Solid Waste. Examples of Small Commercial Units include offices, stores, service stations, restaurants, amusement centers, schools, and churches.

2.15 Special Waste – Any nonhazardous solid waste which, because of its physical characteristics, chemical make-up, or biological nature requires either special handling, disposal procedures including liquids for solidification at the landfill, documentation, and/or regulatory authorization, or poses an unusual threat to human health, equipment, property, or the environment. Special Waste includes, but is not limited to (a) waste generated by an industrial process or a pollution control process; (b) waste which may contain residue and debris from the cleanup of spilled petroleum, chemical or commercial products or wastes, or contaminated residuals; (c) waste which is nonhazardous as a result of proper treatment pursuant to Subtitle C of the Resource Conservation and Recovery Act of 1976 ("RCRA"); (d) waste from the cleanup of a facility which generates, stores, treats, recycles or disposes of chemical substances, commercial products or wastes; (e) waste which may contain free liquids and requires liquid waste solidification; (f) containers that once contained hazardous substances, chemicals, or insecticides so long as such containers are "empty" as defined by RCRA; (g) asbestos containing or asbestos bearing material that has been properly secured under existing Applicable Law; (h) waste containing regulated polychlorinated biphenyls (PCBs) as defined in the Toxic Substances Control Act (TSCA); (i) waste containing naturally occurring radioactive material (NORM) and/or technologically-enhanced NORM (TENORM); and (j) Municipal Solid Waste that may have come into contact with any of the foregoing.

2.16 Waste Material – All nonhazardous Municipal Solid Waste and, as applicable, Recyclable Material, Yard Waste, Bulky Waste and Construction Debris generated at the Location Types covered by this Agreement. Waste Material does not include any Excluded Waste.

2.17 Yard Waste – Grass, leaves, flowers, stalks, stems, tree trimmings, branches, and tree trunks. For yard waste collection services, grass, pine needles, leaves, flowers, stalks, stems, and small tree trimmings (less than two (2) feet in length and less than two (2) inches in diameter) shall be in a container, bag or box the weight of which shall not exceed thirty-five (35) pounds. Larger tree trimmings shall be laid neatly in piles at curbside. The maximum weight of any item placed out for yard waste collection shall be thirty-five (35) pounds. Branches in excess of two (2) feet in length are not required to be in a container, bag or box.

3. Collection Operations.

3.1 Location of Containers, Bags and Bundles for Collection. Each container, bag and bundle containing Waste Material shall be placed at curbside for collection. Curbside refers to that portion of right-of-way adjacent to paved or traveled City roadways. Containers, bags and bundles shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians.

When construction work is being performed in the right-of-way, containers, bags and bundles shall be placed as close as practicable to an access point for the collection vehicle. Company may decline to collect any container, bag or bundle not so placed or any Waste Material not in a container, bag or bundle.

3.2 Hours of Collection Operations. Collection of Waste Material shall not start before 5:00 A.M. or continue after 8:00 P.M. Exceptions to collection hours shall be affected only upon the mutual agreement of the City and Company, or when Company reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.

3.3 Routes of Collection. Collection routes shall be established by the Company. Company shall submit the Residential Unit and Municipal Facility collection routes to the City at least two (2) weeks in advance of the commencement date for such route collection activity. The Company may from time to time make changes in routes or days of collection affecting Residential Units or Municipal Facilities, provided such changes in routes or days of collection are submitted to the City at least two (2) weeks in advance of the commencement date for such changes. City shall promptly give written or published notice to the affected Residential Units.

3.4 Residential Collection. Company shall be obligated to collect no more than ___ containers (or their equivalent) per week from each Residential Unit. Any collections needed by a Residential Unit in excess of such amount must be individually contracted by the Residential Unit Customer with Company under terms, prices and documents acceptable to both the Residential Unit Customer and Company.

3.5 Holidays. The following shall be holidays for purposes of this Agreement: New Year's Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Company may suspend collection service on any of these holidays, but such decision in no manner relieves Company of its obligation to provide collection service at least_____ per week.

3.6 Complaints. All service-related complaints must be made directly to the Company and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Company shall investigate and, if such allegations are verified, shall arrange for the collection of Waste Material not collected within one business day after the complaint is received.

3.7 Collection Equipment. The Company shall provide an adequate number of vehicles meeting standards and inspection requirements as set forth by the laws of the State for regular municipal waste collection services. For Waste Material collection, all vehicles and other equipment shall be kept in good repair and appearance at all times. Each vehicle shall have clearly visible on each side the identity of the Company.

3.8 Disposal. All Waste Material, other than processed Recyclable Material that is marketable, collected within the City under this Agreement shall be deposited at a Disposal Site selected by Company and properly permitted by the State.

3.9 Customer Education. The City shall notify all Customers at Residential Units about set-up, service-related inquiries, complaint procedures, rates, regulations, and day(s) for scheduled Waste Material collections.

3.10 Litter or Spillage. The Company shall not litter premises in the process of making collections, but Company shall not be required to collect any Waste Material that has not been placed in approved containers. During hauling, all Waste Material shall be contained, tied or enclosed so that leaking, spillage or blowing is minimized. In the event of spillage by the Company, the Company shall be required to clean up the litter caused by the spillage.

EXHIBIT A-1

SOLID WASTE PRICING

Add your division's formats used frequently in municipal bids – include both residential and municipal facilities sections.

*Include a Rate Table, Container sizes; number of pickups per week

*Be sure to note any limitations on materials outside of containers; for example – will we collect bags, bundles not in a container?

Add an asterisk beside each pricing table and below them all add the asterisk explanation as indicating that "the prices are all subject to price adjustments as provided in the Agreement terms, and, are all exclusive of taxes, host fees, FRF, ERF and administrative fees which will be invoiced as separate line items".

[This exhibit should also include separate pricing for the small commercial units, if different than the normal residential unit pricing.]

EXHIBIT B

SPECIFICATIONS & PRICING FOR RECYCLING SERVICES

1. Recycling Services Definitions.

1.1 "**Recyclable Materials**" are used and/or discarded materials that are capable of successful processing and sale on the commodity market.

1.2 "**Acceptable Material**" means the materials listed in Section 8 below.

1.3 "**Unacceptable Material**" means the materials listed in Section 9 below. All Recyclable Materials collected for delivery and sale by Company shall be hauled to a processing facility selected by Company for processing ("Recycling Services").

2. City's Duty. City shall make a commercially reasonable effort to educate its Customers regarding Acceptable and Unacceptable Materials and to encourage its Customers to place only Acceptable Materials in their recycling containers.

3. Collection and Processing. City shall pay Company a rate of $_____ per Unit for the collection and processing of Recyclable Materials from [Residential Units, Municipal Facilities, Small Commercial Units, Large Commercial Units, Industrial Permanent Units, Industrial Temporary Units]. City's Collection and Processing rate assumes that, on average, City's Recyclable Material consists of no more than 20% Unacceptable Material (the "**Unacceptable Material Threshold**"). The Collection and Processing rate is subject to Rate Adjustments as set forth in Section 7 of the Agreement.

4. Right to Inspect/Audit. Company may visually inspect the collected Recyclable Materials to ensure loads are at or below the Unacceptable Material Threshold. If Company's visual inspector determines that loads of Recyclable Material are consistently above the Unacceptable Material Threshold, Company will notify City of the issue and the parties agree to promptly negotiate in good faith (a) an agreed upon procedure to audit a representative sample of City's Recyclable Material to determine its actual composition of Unacceptable Material; and (b) an updated Collection and Processing rate commensurate with the composition of Unacceptable Material.

5. Recycling Commodity Credit. Company shall return 100% of City's recycling commodity value to City each month. City's "**Recycling Commodity Credit**" shall be determined by multiplying the per-ton market value of the processing facility's Average Commodity Mix by the number of tons of Recyclable Material collected from City and processed each month. The processing facility's "**Average Commodity Mix**" means the relative mix of outbound commodities (including Residue), established pursuant to either (i) a minimum rolling 3-month facility average composition (subject to adjustment as necessary by Company) or (ii) a composition audit or an average of audits over a 12-month period (if any). The processing facility's Average Facility Commodity Mix is set forth in the attached Exhibit B-1. The per-ton value of the processing facility's Average Commodity Mix shall be determined each month by applying the most recently-available indices or actual values (as set forth in Exhibit B-1) to the facility's Average Commodity Mix including any negative commodity market values and Company's charges for hauling and disposing of contaminated, unmarketable and/or Unacceptable Material ("**Residue**").

6. Reporting and Credit. Company will provide City with a monthly report detailing the total tons of Recyclable Material received from the City during the previous month and the calculation of City's Recycling Commodity Credit for that month. If the City's account is billed in the aggregate to the City, the previous month's Recycling Commodity Credit will be issued as a credit on the next month's invoice to the City (if the Recycling Commodity Credit exceeds the City's invoice amount, then Company will issue a check to City for

the balance of its Recycling Commodity Credit). If the City's account is Customer-billed, then Company will issue a check to City for its full Recycling Commodity Credit each month (in arrears).

7. Changes in Market Conditions. If market conditions develop that limit or inhibit Company from selling some or all of the Acceptable Material, Company may at its option and upon notice to Supplier (i) redefine Acceptable and Unacceptable Materials, (ii) update the processing facility's Average Commodity Mix; (iii) suspend or discontinue any or all Services, or (iv) dispose of the Acceptable Material (as currently defined) in a landfill and update the pricing to City accordingly. Any such actions, if taken, may be reversed or further changed as market conditions dictate.

8. Acceptable Material. All material must be empty, clean and dry. Company may modify the following list of Acceptable Materials in its sole and absolute discretion but will provide City with at least thirty (30) days' prior written notice of any such modifications.

- Aluminum food and beverage containers - aluminum soda and beer cans, cat food cans, etc.
- Ferrous Cans - soup, coffee cans, etc.
- P.E.T. plastic containers with the symbol #1 - no microwave trays
- H.D.P.E. natural plastic containers with the symbol #2 - milk jugs and water jugs containers only (narrow neck containers)
- H.D.P.E. pigmented plastic containers with the symbol #2 - detergent, shampoo, bleach bottles without caps (narrow neck containers); butter and margarine tubs
- Polypropylene plastic food and beverage containers symbol #5 - yogurt containers
- Mixed Paper (54), as defined in the most recent ISRI Scrap Specifications Circular
- Sorted Residential Paper and News (56), as defined in the most recent ISRI Scrap Specifications Circular
- Kraft Paper Bags
- Old Corrugated Containers (OCC) - no wax coated
- Magazines (OMG) - Coated magazines, catalogues and similar printed materials, junk mail, and soft cover books
- [Aseptic Cartons - Juice boxes, gable top milk and juice containers, soy milk and soup cartons]
- [Glass food and beverage containers - Flint (clear), Amber (brown), Emerald (green)]

9. Unacceptable Material. Company may modify the following list of Unacceptable Materials in its sole and absolute discretion but will provide City with at least thirty (30) days' prior written notice of any such modifications.

- Yard Waste
- Styrofoam
- Pizza Boxes, unless free of *any* food or grease residue
- Food
- Any liquids
- Diapers
- Clothing/textiles
- Plastic Bags or bagged material (newsprint may be placed in a Kraft bag)
- Plastic containers with #3, #4, #6, or #7 on them or no # at all
- Mirrors, window or auto glass, light bulbs, ceramics
- Oil or antifreeze containers
- Coat hangers
- Paint cans

- Medical Waste/Sharps
- Any Acceptable Material that is no longer acceptable due to its coming into contact with or being contaminated by Unacceptable Material.

EXHIBIT B-1

RECYCLING FACILITY AVERAGE COMMODITY MIX

[Insert table of Recyclable Commodities, tons collected, and average Commodity revenues at start of contract]

EXHIBIT C

COMPANY'S PERFORMANCE BOND

[To be provided by Company]

Staff Requested Contract Additions to be Added during the Official Contract Process

- Bulk Collection once a week for scheduled households - on Tuesdays (for items such as furniture, non-freon containing white goods, rugs, lawn mowers, grills, etc – HHW classified items, freon containing units, other hazardous materials are not accepted)
- Alley Way collection for qualifying subdivisions requiring smaller trucks to prevent damages to communities
- Collection assistance (backdoor service with carts completely returned to destination) for residents that require assistance (currently less than 100 households)
- Complete weekly routes, in full, regardless of delay circumstances; delays are acceptable but full cancellation of the service is not
- Work on already established routes the Town has in place for all trash, recycling, alley way services, and collection assistance program addresses
- Services to take place Monday-Friday starting no earlier than 7:00 AM
- Can service 96-gallon Toter carts and 48-Gallon Toter Carts; Agreement for necessary cart replacements due to truck damages.
- Pricing update and adjustment for the Town shall take place at the beginning of each fiscal year starting July 1 of each year. The Town shall be notified no later than January 1 of each year in order to make proper accommodations for adjustments.
- The Contractor shall abide by and adhere to the Town's Solid Waste Ordinance in addition the County's Solid Waste Operations Plans and rules. Failure to comply will result in substantial fines to be determined by the executed contract.
- The Contractor shall designate a contact person or persons and provide contact information, including email, phone number, etc. where the individual(s) can always be reached during collection times, including holidays and weekends. The Contractor shall also supply contact information for the supervisor and dispatcher of the truck drivers for the Town. The contact person(s) just be able to review information for solid waste collections and provide feedback, as well as, to report any complaints or issues.
- The contact shall communicate issues, complaints, delays, and other program relevant data to the Town immediately upon becoming aware of the issue/topic
- The Contractor shall provide an annual schedule of holiday delays and interruptions the 1st of January every year
- The Contractor must notify the Town of any changes in collection no less than 24 hours in advance with the exception of equipment failure at which point the Contractor should notify the Town immediately
- The contractor shall have a staff member frequenting the Town at least three times a week to check on issues, the drivers, program needs, etc.
- The Contractor is required to follow the local interlocal agreement between Wake County and other surrounding municipalities including the Town of Wake Forest. The Contractor is required to follow the guidelines within this agreement including required location of disposal of product.
- Ensures proper disposal of materials in accordance to NC G.S. 130A-309.10 and other related regulations and laws and provide documentation of proper disposal and management when/if requested.
- The Contractor is responsible for the replacement/repair of any and all damages cause by the Contractors equipment and employees including any private residential property, vehicles, private business property, and Town property (including Town Carts that have been damaged or gone missing).
- The Contractor shall provide educational tagging of carts (tags provided by the Town) when a violation is witnessed by the vehicle operator or vehicle attendee. The violations are in accordance with the Town's guidelines for violations.
- The Contractor shall provide a list of addresses where carts are in violation including a photo and description of the violation and of where carts are not out to service

- The Contractor shall return to service an address if there is no proof of violation and if the resident is reporting a missed collection.
- The Town reserves the right to enforce penalties for lack of service from the Contractor including incompletion of weekly collection services, continued delays in service, negligence of collection for collection assistance program residents, damages of Town property, debris and littered not collected by Contractor, spills from collection program not cleaned or managed by the Contractor within 48 hours or reported spill, damages of residential properties not repaired/replaced, etc. These penalties will be financial adjustments for services.
- The Contractor shall take title to and ownership of the Town's waste when the waste material is collected. The Contractor is solely responsible for collection and hauling of the collected waste to the approved dispose facility, for any cleanup costs for spillage, for litter control, for any liabilities arising out of accidents, and for any fees or fines connected with operations, transportation, or unloading. Additionally, the Contractor shall take title to and ownership of the Town waste upon its delivery to and burial at the landfill or delivery and processing to a Material Recovery Facility and its solely responsible for its disposal after that time, for all future closure and post closure costs, for any liabilities arising out of accidents or remediation activities, and for any fees or fines connected with landfill or recycling facility operations.
- Any additional service needs that may not be addressed in the original contract that are established by Town Staff.

Board of Commissioners Agenda Item Report

Agenda Item No.: 2023-79-
Submitted by: Elisabeth Palermo
Submitting Department: Engineering
Meeting Date: March 21, 2023

SUBJECT
Consideration of Amending the Code of Ordinances Chapter 30 - Traffic and Vehicles; Article VI. - Traffic Schedules Sec. 30-241. - Schedule I, parking prohibited at all times in the Richland Hills Subdivision.

Recommendation:
This ordinance would designate "No Parking Zone" on one side of the following six streets in Richland Hills subdivision: Chamberwell Ave., Edgeware Way, Lowenstein St., Marbank St, Stackhurst Way, and Tannerwell Ave.

Item Summary:

ATTACHMENTS

- Attachment_A_Summary_Amend_No_Parking_Ordinance.docx
- Attachment_B_Ordinance_Amend_No_Parking_Richland Hills.docx
- Attachment_C_ Richland Hills Map.pdf
- Richland Hills Proposed No Parking Signs.pptx

Agenda Item: Consideration of Amending the Code of Ordinances Chapter 30 - Traffic and Vehicles; Article VI. - Traffic Schedules Sec. 30-241. - Schedule I, parking prohibited at all times.

Summary: This ordinance would designate “No Parking Zone” on one side of the following six streets in Richland Hills subdivision: Chamberwell Ave., Edgeware Way, Lowenstein St., Marbank St, Stackhurst Way, and Tannerwell Ave.

Attachment: Attachment_A_Summary Amend No Parking Ordinance, Attachment_B_Ordinance Amend No Parking, Attachment_C_ Richland Hills Map

ORDINANCE 2023 – AA

ORDINANCE AMENDING CHAPTER 30; ARTICLE VI. TRAFFIC SCHEDULES; SEC. 30-241. - SCHEDULE 1, PARKING PROHIBITED AT ALL TIMES OF THE CODE OF ORDINANCES FOR THE TOWN OF WAKE FOREST, NORTH CAROLINA

WHEREAS, the Engineering Department received requests from the Richland Hills Subdivision HOA for No Parking on one side of six streets due to narrow width, and solid waste trucks and emergency vehicles being unable to navigate the narrow streets due to vehicles parked on both sides of the road; and

WHEREAS, the HOA polled the neighborhood and received overwhelming support for the request (93% of respondents), and

WHEREAS, the staff held a neighborhood information session to discuss the potential impacts of creating "No Parking" on streets and received feedback overwhelmingly in support for the request.

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the Town of Wake Forest, to amend the Code of Ordinances Chapter 30 Traffic & Vehicles Article VI Traffic Schedules 241 – Schedule I; parking prohibited at all times be amended as follows:

Add:

The following shall be schedule 1 and may be cited as such:
Chamberwell Avenue south side, from Wall Rd to end;
Edgeware Way north side from Marbank St to cul-de-sac;
Lowenstein Street west side, from Fulworth Avenue to Edgeware Way;
Marbank Street east side from traffic circle to cul-de-sac;
Stackhurst Way south side, from traffic circle to Stackhurst Way;
Stackhurst Way west side, from Stackhurst Way to Marbank Street;
Tannerwell Avenue south side, from Fulworth Avenue to Lowenstein St;

Adopted and effective this 21st day of March 2023.

_____

Vivian A. Jones
Mayor

ATTEST:

APPROVED AS TO FORM:

_____

Theresa Savary
Town Clerk

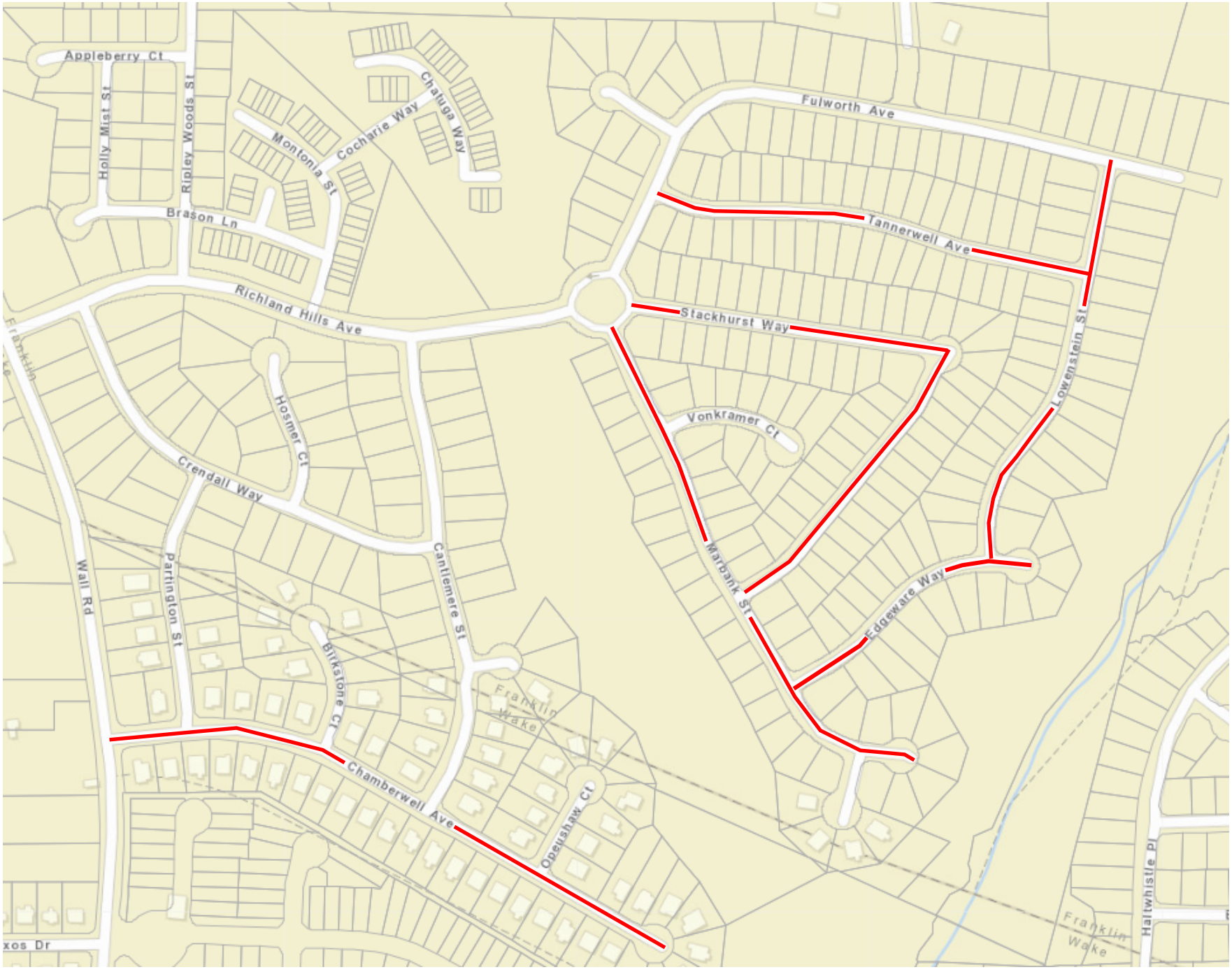
_____

Hassan Kingsberry
Town Attorney

ADD NO PARKING SIGNS TO 6 STREETS IN RICHLAND HILLS SUBDIVISION

TOWN of WAKE FOREST

TOWN of WAKE FOREST



Proposed No Parking Signs for Richland Hills Subdivision

PRESENTED BY

Joe Guckavan, P.E.

Director of Engineering

TOWN of WAKE FOREST

Proposed Roads for No Parking

- Stackhurst Way
- Tannerwell Ave.
- Lowenstein St.
- Chamberwell Ave.
- Marbank St.
- Edgeware Way

- Road widths are approximately 20 ft
- Road widths including valley curb are approximately 24 ft
- Unrelated to interconnectivity requirements

TOWN *of* WAKE FOREST

Reasons for concerns

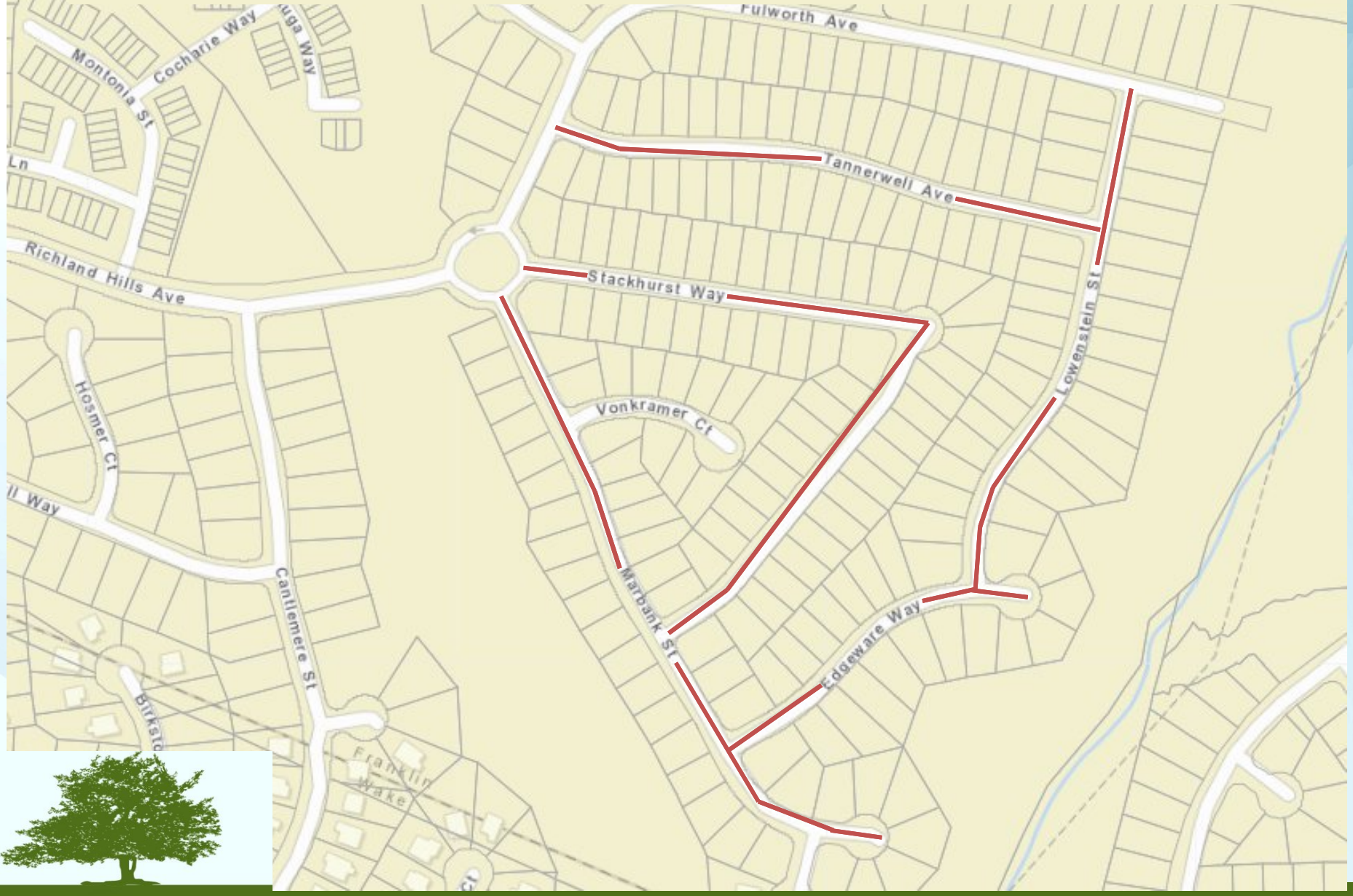
- Vehicles park on both sides of street making it difficult for even one direction of traffic to get through

- Concerns about emergency vehicles being able to quickly get to an emergency. This resolution is unrelated to interconnectivity requirements.

- Community has experienced times where a solid waste truck is unable to pick up garbage

TOWN *of*
WAKE FOREST

Proposed Roads for No Parking

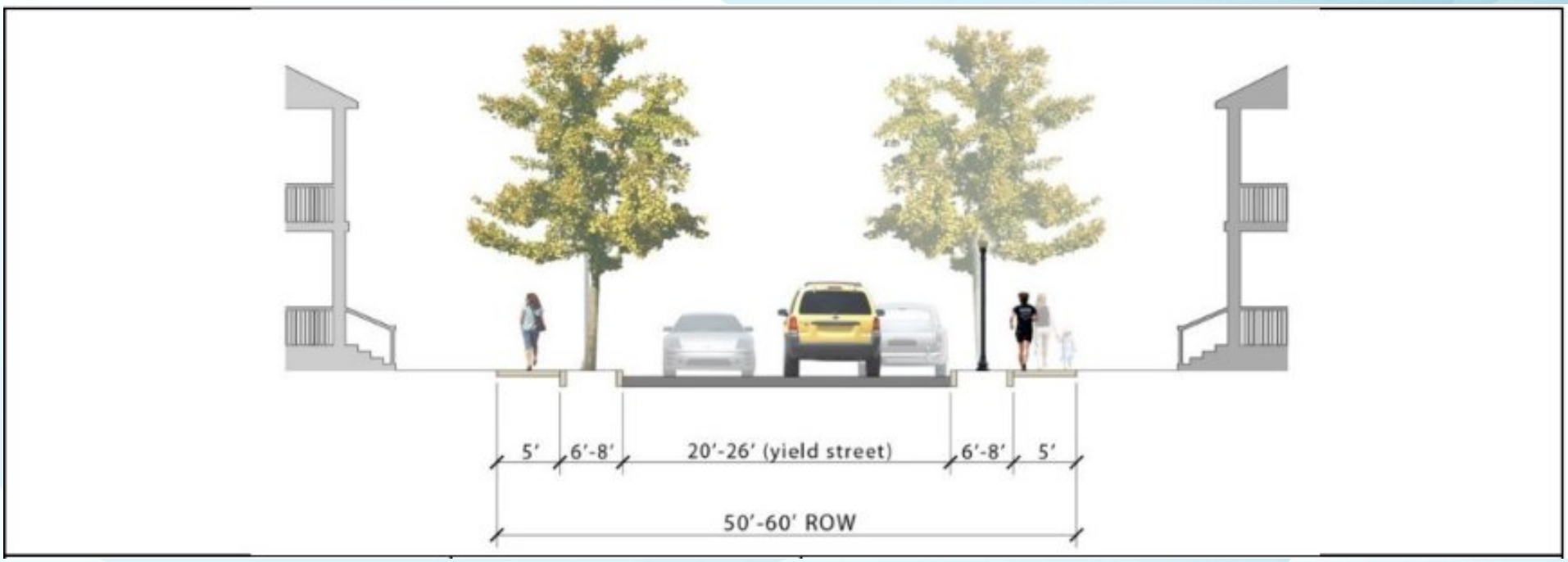


TOWN *of*
WAKE FOREST

Proposed Roads for No Parking

TOWN *of*
WAKE FOREST

Residential Yield Streets



TOWN *of*
WAKE FOREST

Community Engagement

- HOA surveyed community
  - About 50 percent of community responded
  - 145 responses in favor of "No Parking" signs
  - 11 responses opposed
- Engineering Department held information meeting
- Engineering collected input on Engage Wake Forest

TOWN *of*
WAKE FOREST

TOWN *of*
WAKE FOREST

Questions?

Board of Commissioners Agenda Item Report

Agenda Item No.: 2023-77-
Submitted by: Elisabeth Palermo
Submitting Department: Engineering
Meeting Date: March 21, 2023

SUBJECT
Resolution to assume maintenance of certain NCDOT streets within the Town of Wake Forest, North Carolina

Recommendation:
Staff recommend acceptance of maintenance of 3417 ft (0.65 mi) of S. Franklin St. beginning at Rogers Road and Ending at Artisan Park Drive.

Item Summary:

ATTACHMENTS

- Attachment_A_Summary_2023.03_Assume_Maintenance_of_S._Franklin.docx
- Attachment_B_ Resolution_ 2023.03_Assume Maintenance of S. Franklin.docx
- Attachment_C_Map.pdf
- Attachment_D_Assume Maintenance of S. Franklin.pptx

Agenda Item: Resolution to Assume Maintenance of NCDOT Street, S. Franklin Street, into the Town of Wake Forest Street System for Maintenance.

Summary: The Town is partnering with the Developer of Holding Village to widen and improve S. Franklin St. beginning at Rogers Road and Ending at Artisan Park Drive. The project will complete the connection form Rogers Rd to Dr. Calvin Jones HWY. The Town currently maintains S. Franklin St except for this section. Once Holding Village is complete and the Town accepts the section of S. Franklin St. it would leave the referenced section maintained by NCDOT. To provide consistency, staff recommend acceptance of maintenance of 3417 ft (0.65 mi) of S. Franklin St. beginning at Rogers Road and Ending at Artisan Park Drive. This does not include the intersection or signal at Rogers rd.

Attachments: Attachment_A_Summary_2023.03 Assume _Maintenance of S. Franklin, Attachment_B_Resolution_2023.03_Assume Maintenance of S. Franklin, Attachment_C_Map, Attachment_D_Assume Maintenance of S. Franklin

RESOLUTION 2023-XX

ASSUME MAINTENANCE OF CERTAIN
NCDOT STREETS WITHIN THE TOWN OF WAKE FOREST, NORTH CAROLINA

WHEREAS, the Town of Wake Forest desires to provide certain services including, but not limited to, maintenance of the streets listed below; and

WHEREAS, the Board of Commissioners voted on March 21, 2023 to request that NCDOT turn over ownership of Franklin Street for the purpose of being able to widen and improve this street to the Town's standards; and

Whereas, NCDOT will continue to maintain the intersection and signal at Rogers Rd and S Franklin St.;

NOW, THEREFORE, BE IT RESOLVED that the Town of Wake Forest accept the maintenance of the following street in the Town of Wake Forest jurisdiction:

SUBDIVISION	STREET NAME	BEGIN DESCRIPTION	END DESCRIPTION	LENGTH (MI)
NA	S. FRANKLIN STREET	ROGERS ROAD	ARTISAN PARK DRIVE	0.65

Duly adopted this 21st day of March, 2023.

_____
Vivian A. Jones
Mayor

ATTEST:

_____
Theresa Savary
Town Clerk

S FRANKLIN ST

PROPOSED STREET ACCEPTANCE

McADAMS | READER COMMUNITIES | TOWN of WAKE FOREST

PREPARED FOR:
RAP19000

S Franklin St Concept
WAKE FOREST, NC

02
08. 19. 2022

Proposal to Assume Maintenance of S. Franklin Street from NCDOT

PRESENTED BY

Joe Guckavan, P.E.

Director of Engineering

TOWN of WAKE FOREST

S FRANKLIN ST PROPOSED STREET ACCEPTANCE

TOWN *of* WAKE FOREST

Reasons for Acceptance

- Previous intention and commitment
- Ensure consistency in design standards and expedite drawing approval
- Accommodate need to construct retaining walls in the RoW and avoid greater impact to residents along S Franklin St.
- Maintenance of the intersection at Rogers Rd and traffic signal will remain with NCDOT.

TOWN *of*
WAKE FOREST

TOWN *of*
WAKE FOREST

Questions?

Board of Commissioners Agenda Item Report

Agenda Item No.: 2023-91-
Submitted by: Terry Savary
Submitting Department: Administration
Meeting Date: March 21, 2023

SUBJECT
Approval of Appointments to Citizen Advisory Boards

Recommendation:

Item Summary:

ATTACHMENTS
-

Board of Commissioners Agenda Item Report

Agenda Item No.: 2023-74-
Submitted by: Elisabeth Palermo
Submitting Department: Engineering
Meeting Date: March 21, 2023

SUBJECT
Consideration of resolution declaring the intent of the Board of Commissioners to consider closing a portion of ROW abutting Caddell St.

Recommendation:
At some point between 2010 and 2017 Caddell St. was improved and realigned leaving the Town with a variable width ROW along this road and more ROW than is needed. The developer of the property identified by PIN 1841516796 has requested that the Town abandon the unnecessary portion of ROW to allow the development of the Wake Forest Food Hall.

Item Summary:

ATTACHMENTS

- Attachment_A_2023.03_Summary Consideration of Intent to abandon ROW at Caddell.docx
- Attachment_B_Resolution Consideration of Intent to abandon ROW at Caddell St..docx
- Attachment_C_ Plat Caddell ROW Abandoment.pdf
- Attachment_D_Caddell ROW Metes and Bounds Description.pdf

Agenda Item: Consideration of resolution declaring the intent of the Board of Commissioners to consider closing a portion of ROW abutting Caddell St.

Summary: At some point between 2010 and 2017 Caddell St. was improved and realigned leaving the Town with a variable width ROW along this road and more ROW than is needed. The developer of the property identified by PIN 1841516796 has requested that the Town abandon the unnecessary portion of ROW to allow the development of the Wake Forest Food Hall.

Attachments: Attachment_A_ Summary Intent to abandon ROW at Caddell St.

Attachment_B_ Attachment_B_2023.03_Resolution of Intent to abandon ROW at Caddell St.

Attachment_C_Plat Caddell ROW Abandonment

Attachement_D_Caddell ROW Metes and Bounds Description

RESOLUTION 2021-xx

RESOLUTION REGARDING THE INTENT OF THE BOARD OF COMMISSIONERS OF THE TOWN OF WAKE FOREST, NORTH CAROLINA TO CONSIDER CLOSING A PORTION OF ROW ABUTTING CADDELL ST.

WHEREAS, N.C.G.S. 160-299 authorizes the Board of Commissioners of the Town of Wake Forest, North Carolina to close public streets and alleys; and

WHEREAS, the Board of Commissioners of the Town of Wake Forest, North Carolina considers it advisable to conduct a public hearing for the purpose of giving consideration to close a portion of ROW abutting Caddell St.

BE IT RESOLVED by the Board of Commissioners of the Town of Wake Forest, North Carolina, meeting in regular session that:

Section 1. That a public hearing on the question of closing a portion of Caddell St will be held at the Wake Forest Town Hall at 6:00 p.m. on the 18th day of April, 2023; and

Section 2. That this resolution will be published once a week for four (4) successive weeks; and

Section 3. That this resolution is sent by registered or certified mail to each owner of property along said street a copy of this resolution of intent; and

Section 4. That this resolution of intent is posted as required by N.C.G.S. 160A-299.

Duly adopted this 21st day of March, 2023.

(ATTEST)

_____
Vivian A. Jones
Mayor

_____
Theresa Savary
Town Clerk

VICINITY MAP - 1" = 1000'

NOTE:
1. AREAS BY COORDINATE GEOMETRY UNLESS SHOWN OTHERWISE.
2. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES.
3. ALL STREETS ARE PUBLIC RIGHTS-OF-WAY UNLESS SHOWN OTHERWISE.
4. OTHER INSTRUMENTS OF RECORD MAY AFFECT THIS PROPERTY.
5. THE PROPERTY DOES NOT LIE WITHIN FEMA FLOOD HAZARD AREAS PER FIRM NUMBER 3720184100K, DATED JULY 19, 2022. PROPERTY LIES IN ZONE X. PROPERTY IS ZONED UMX & UR AS SHOWN.
6. THE COORDINATES SHOWN ON THIS PLAT WERE DERIVED BY REAL TIME NETWORK (RTN) GLOBAL POSITIONING SYSTEM (GPS). THIS METHOD RESULTS IN (NAD 1983/2011) - (CORS 96) POSITIONS AND NORTH AMERICAN VERTICAL DATUM '88 (MEAN SEA LEVEL) ELEVATIONS USING THE CONTINUOUSLY OPERATING REFERENCE STATIONS (CORS) MAINTAINED BY NORTH CAROLINA GEODETIC SURVEY. CLASS A SURVEY, 0.033 FT POSITIONAL ACCURACY, VRS FIELD PROCEDURE. GEOID12A AND UNITS IN FEET.

SITE DATA TABLE

OWNER:	**AGNC VENTURES I LLC**
PARENT PIN:	**1841516796**
DEED REFERENCE:	**DB. 18984 PG. 1252**
PLAT REFERENCE:	**BM. 2011 PG. 536**
AREAS:	
OLD AREA:	**109,739 SF OR 2.5193 ACRES**
R/W ABANDONED:	**2,610 SF OR 0.0599 ACRES**
NEW AREA:	**112,339 SF OR 2.5792 ACRES**
TOTAL SITE:	**112,339 SF OR 2.5792 ACRES**

I, DAN GREGORY, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION. DEED DESCRIPTION RECORDED IN BOOK_SEE_, PAGE_REFERENCES_ ; THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK_SEE_, PAGE_REFERENCES_; 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.

D. THAT THIS PLAT IS OF A SURVEY OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY OR OTHER EXCEPTION TO THE DEFINITION OF SUBDIVISION;

WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS

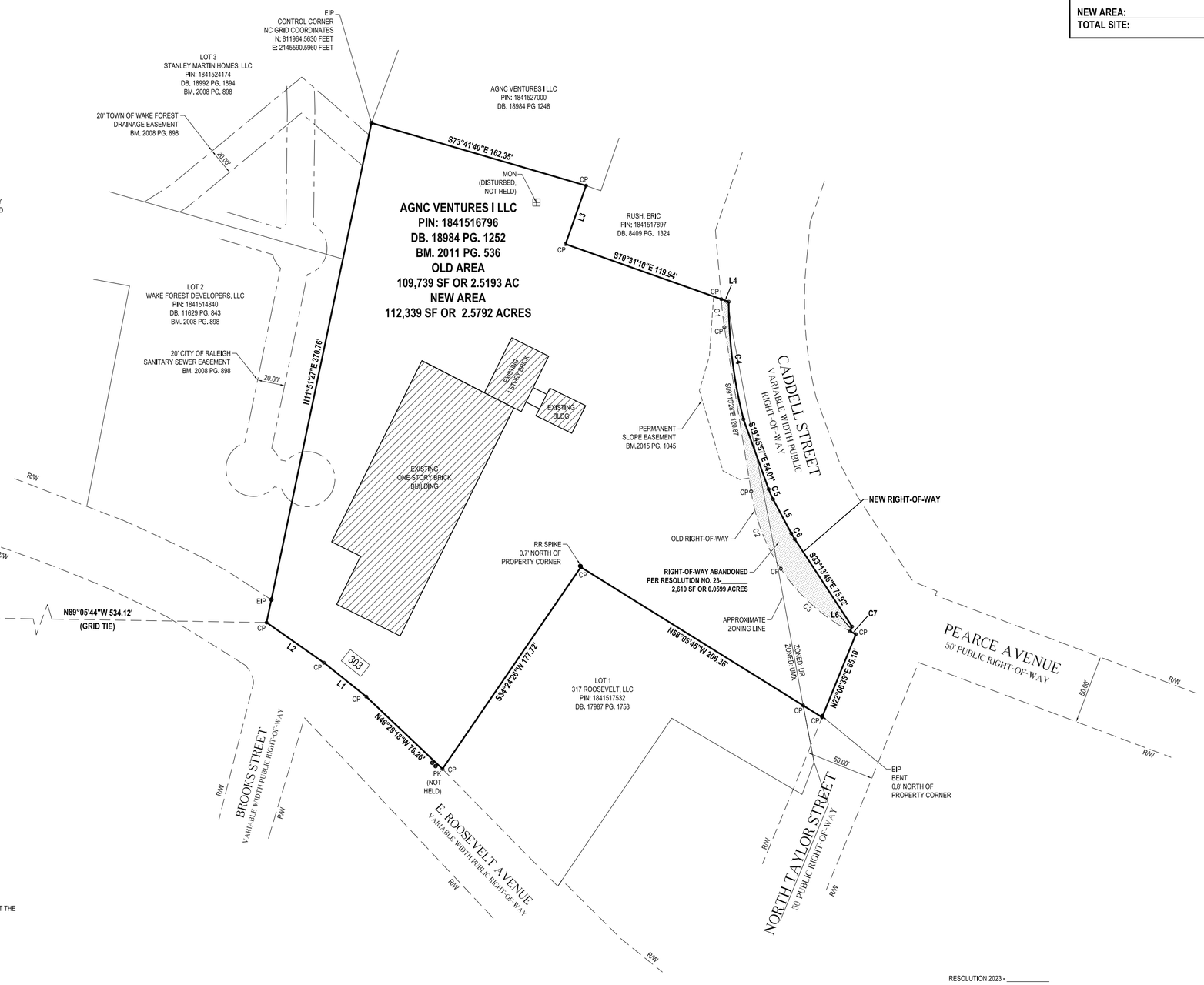
_____DAY OF_____, 2023.

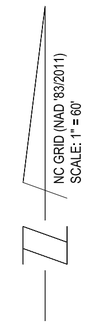
_____
DAN GREGORY, PLS L-5240

CERTIFICATE OF OWNERSHIP AND DEDICATION

I HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON, WHICH IS LOCATED IN THE SUBDIVISION JURISDICTION OF WAKE FOREST, AND THAT I HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY FREE CONSENT, ESTABLISH MINIMUM BUILDING SETBACK LINES, AND DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS, AND OTHER SITES AND EASEMENTS TO PUBLIC OR PRIVATE USE AS NOTED. FURTHERMORE, I HEREBY DEDICATE ALL SANITARY SEWER, STORM SEWER AND WATER LINES TO THE TOWN OF WAKE FOREST OR OTHER PUBLIC AGENCY AS NOTED ON THIS PLAT.

_____
DATE AGNC VENTURES I LLC





REFERENCES:
DB. 18984 PG. 1252
BM. 2011 PG. 536

STATE OF NORTH CAROLINA – COUNTY OF WAKE

APPROVED FOR RECORDING BY THE TOWN OF WAKE FOREST.

I, _____, REVIEW OFFICER OF THE TOWN OF WAKE FOREST, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

_____
DATE REVIEW OFFICER

_____
DATE ADMINISTRATOR

LEGEND

EIP = EXISTING IRON PIPE
CP = CALCULATED POINT
IPS = IRON PIPE SET
R/W = RIGHT-OF-WAY
XXXX DENOTES ADDRESS

RESOLUTION 2023 - _____

RESOLUTION AUTHORIZING EXCHANGE OF REAL PROPERTY WITH AGNC VENTURES I LLC BY THE BOARD OF COMMISSIONERS OF THE TOWN OF WAKE FOREST, NORTH CAROLINA.

OWNER:
AGNC VENTURES I LLC
7208 FALLS OF NEUSE RD STE 101
RALEIGH NC 27615-3244

RECORDED IN
BOOK OF MAPS____PAGE____

SCALE: 1" = 60'

0 30 60 120 180 240

REV.	DATE	DESCRIPTION	BY
.	.	.	.

BASS, NIXON & KENNEDY, INC.
CONSULTING ENGINEERS
- 6310 CHAPEL HILL ROAD, SUITE 250
RALEIGH, NORTH CAROLINA 27607
- TELEPHONE: (919)851-4422 OR (800)354-1879
FAX: (919)851-8968
- CERTIFICATION NUMBERS: NCBELS (C-0110); NCBLA (C-0267)

SURVEYED BY MG
DRAWN BY ROB
CHECKED BY DG
DATE 02-02-2023

RIGHT-OF-WAY ABANDONMENT PLAT
PROPERTY OF
AGNC VENTURES I LLC

WAKE FOREST WAKE COUNTY NORTH CAROLINA

SHEET 1 OF 1

RIGHT-OF-WAY ABANDONMENT

BEGINNING AT A POINT LOCATED ON THE WESTERN RIGHT-OF-WAY OF CADDELL STREET AND BEING THE SOUTHEAST PROPERTY CORNER OF LANDS NOW OR FORMERLY OWNED BY ERIC RUSH AS RECORDED IN DEED BOOK 8409, PAGE 1324, WAKE COUNTY REGISTRY; THENCE LEAVING SAID RIGHT-OF-WAY SOUTH 70°31'10" EAST A DISTANCE OF 5.73 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT AN ARC DISTANCE OF 86.17 FEET, SAID CURVE HAVING A RADIUS OF 349.62 FEET, A CHORD DIRECTION OF SOUTH 07°09'05" EAST AND A CHORD DISTANCE OF 85.96 FEET TO POINT; THENCE SOUTH 19°45'57" EAST A DISTANCE OF 54.01 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT AN ARC DISTANCE OF 8.00 FEET, SAID CURVE HAVING A RADIUS OF 55.00 FEET, A CHORD DIRECTION OF SOUTH 23°55'51" EAST AND A CHORD DISTANCE OF 7.99 FEET TO POINT; THENCE SOUTH 28°05'44" EAST A DISTANCE OF 28.06 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT AN ARC DISTANCE OF 4.93 FEET, SAID CURVE HAVING A RADIUS OF 55.00 FEET, A CHORD DIRECTION OF SOUTH 30°39'45" EAST AND A CHORD DISTANCE OF 4.93 FEET TO POINT; THENCE SOUTH 33°13'46" EAST A DISTANCE OF 75.92 FEET TO A POINT; THENCE SOUTH 21°04'25" WEST A DISTANCE OF 3.74 FEET TO A POINT LOCATED ON THE SOUTHWESTERN RIGHT-OF-WAY OF CADDELL STREET; THENCE ALONG AND WITH SAID RIGHT-OF-WAY ALONG A CURVE TO THE RIGHT AN ARC DISTANCE OF 68.59 FEET, SAID CURVE HAVING A RADIUS OF 137.50 FEET, A CHORD DIRECTION OF NORTH 47°54'19" WEST AND A CHORD DISTANCE OF 67.88 FEET TO POINT; THENCE ALONG A CURVE TO THE RIGHT AN ARC DISTANCE OF 60.68 FEET, SAID CURVE HAVING A RADIUS OF 137.50 FEET, A CHORD DIRECTION OF NORTH 20°58'14" WEST AND A CHORD DISTANCE OF 60.19 FEET TO POINT; THENCE NORTH 09°15'28" WEST A DISTANCE OF 120.87 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT AN ARC DISTANCE OF 20.45 FEET, SAID CURVE HAVING A RADIUS OF 238.50 FEET, A CHORD DIRECTION OF NORTH 06°18'06" WEST AND A CHORD DISTANCE OF 20.44 FEET TO THE POINT OF BEGINNING, CONTAINING 0.0599 ACRES.

Board of Commissioners Agenda Item Report

Agenda Item No.: 2023-72-
Submitted by: Lisa Hayes
Submitting Department: Administration
Meeting Date: March 21, 2023

SUBJECT
Consideration of Memorandum of Understanding with Triangle Real Estate Company_353 S. White Street Project

Recommendation:
Approval of Memorandum of Understanding

Item Summary:

ATTACHMENTS
- MOU - Town of Wake Forest and Triangle Real Estate Company FINAL 03-02-23 (with Exhibits).pdf

Memorandum of Understanding between the Town of Wake Forest, North Carolina, and Triangle Real Estate Company

This Memorandum of Understanding ("**MOU**") is effective as of March ___, 2023 (the "**Effective Date**"), by and between the Town of Wake Forest, North Carolina, a North Carolina municipal corporation ("**Town**"), and Triangle Real Estate Company, a North Carolina corporation ("**Developer**") (Town and Developer are referred to herein collectively as the "**Parties**" and individually as a "**Party**"), in response to the "Solicitation for Development Partner Proposals" issued by the Town and the University of North Carolina School of Government's Development Finance Initiative ("**DFI**") on February 21, 2022 (the "**Proposal**"), for the redevelopment of the following real property located in the Town: (i) 351 S. White Street; (ii) 353 S. White Street; (iii) 314 N. Brooks Street; and (iv) 328 N. Brooks Street (collectively, the "**Site**", all as more particularly described in Exhibit A attached hereto). The Site may also include additional real property acquired by Developer after the Effective Date (the "**Additional Property**"). Any Additional Property made a part of the Project (as defined below) such be subject to the terms of this MOU.

1. **Purpose**. It is agreed by both Parties that the purpose of this MOU is to set forth a process by which the Parties may ultimately execute a binding Purchase and Development Agreement ("**PDA**") for the proposed development of one or more mixed-use buildings (so long as additional buildings are situated on the Additional Property) containing market-rate multifamily residential units and ground-floor commercial space (together, the "**Private Improvements**") and a structured parking deck (the "**Public Improvements**") on the Site (collectively, the "**Project**"). This MOU reflects the present intent of each Party to (i) proceed with the further assessment of the Project and (ii) negotiate diligently, reasonably, and in good faith a PDA. This MOU does not state all essential and key terms and conditions needed for the Parties to enter into a PDA with enforceable obligations with respect to the development of the Project. Furthermore, the Town is entering into this MOU for the sole purpose of exercising its development powers granted by statute under North Carolina law, including, but not limited to, N.C.G.S. §160D-1315, N.C.G.S. §158-7.1, Article 10 of N.C.G.S. §160D, and other relevant statutory authority, which authorizes the Town to undertake development projects, make appropriations for economic development, and enter into development agreements with private developers to improve the community. The Parties acknowledge and agree that the prospective Project terms described in this MOU are preliminary statements of intent of the Parties and are subject to all necessary Town approval procedures and definitive documents setting forth the complete agreement and understanding of the Parties in form and content satisfactory to the Town and Developer. Except as otherwise specifically stated in Paragraphs 8 (Timing and Termination), 9 (Property Investigation), 10 (Mutual Cooperation), 14 (Cooperation and Information Exchange), and 16 (Confidentiality) below, this MOU shall not be binding upon the Parties in any way.

2. **Project Description**. The Town desires to create a catalytic mixed-use project to serve as the gateway into downtown and connect the historic downtown core to new development happening along S. White Street. The Project will include approximately 110 residential units (subject to adjustment based on the approved Development Plan), approximately 13,504 square feet of retail space along S. White Street and Elm Street subject to adjustment based on the approved Development Plan), a public plaza space at the corner of S. White Street and Elm Street, and a

parking deck with a minimum of 1.8 parking spaces per unit in the Project, subject to exemptions in the Unified Development Ordinance (UDO), and a minimum of 180 parking spaces for public use. As part of this Project, the Town sought an experienced development partner, to execute a public-private project. The Town set forth the following guiding public interests for the Project:

a. connect the downtown historic core and Site and serve as a gateway to downtown;
b. incorporate engaging street-level uses to increase pedestrian activity along S. White Street, Elm Avenue, and Brooks Street;
c. provide sufficient parking to meet needs of development and other downtown uses; and
d. minimize public investment and maximize private investment.

In addition, the Town set forth the following goals for the Project:

a. Recombine the Property (as defined below) to allow (i) Developer to purchase at fair-market value and own the recombined parcel(s) containing the market-rate multifamily residential units and ground-floor commercial space and (ii) the Town to own the parcel(s) containing the structured parking deck;
b. Build a structured parking deck for use by commercial employees and patrons and residents of multifamily residential units in the Project in addition to use by the public (the "**Parking Deck**");
c. Developer to construct, and Town to finance, public plaza. Terms for this agreement to be specified in the Development Agreement
d. Satisfy the Town of Wake Forest Unified Development Ordinance (the "UDO") regulations, the respective height restrictions along S. White Street and S. Brooks Street, and design elements desired by the Town; and
e. Consideration of an anchor tenant at the corner of S. White & Elm St.

3. **Site; Purchase Price; Deposit; Surety Amount**. The designated area for the Project represents approximately 1.66 acres of land owned or to be owned by the Town, as more particularly described on **Exhibit A** attached hereto and incorporated herein by reference (the "**Property**"). The Project will include the demolition of any existing buildings on the Site. The purchase price for the portion of the Property (the "**Purchase Price**") to be sold by Town to Developer shall be the greater of Seven Hundred Thousand and 00/100 Dollars ($700,000.00) or the fair market value of such portion of the Property to be determined by an appraisal rendered by a MAI appraiser selected by the Town after the completion of an approved master plan and PDA. The Purchase Price shall be subject to Developer's acceptance. Within three business days after execution of the PDA, Developer shall deliver One Hundred Thousand and 00/100 Dollars ($100,000.00) (the "**Deposit**") to an escrow agent defined in the PDA. The Deposit shall be held and disbursed in accordance with the terms of the PDA. Also, within three (3) business days following execution of this MOU, Developer will deposit the sum of Thirty-five Thousand and 00/100 Dollars ($35,000.00) (the "**Surety Amount**") with a mutually approved escrow agent pursuant to the terms of the escrow agreement (the "Escrow Agreement") attached hereto as **Exhibit D**. The Surety Amount will be deposited in an account held with a national banking association. If Developer elects not to proceed with the Project after expiration of the Evaluation Period, the Surety Amount shall be paid to the Town as liquidated damages. Developer and Town acknowledge that

Town's actual damages in the event Developer elects not to proceed with the Project after expiration of the Evaluation Period will be difficult to ascertain, that such liquidated damages represent the Town's and Developer's best estimate of such damages, and that Town and Developer believe such liquidated damages are a reasonable estimate of such damages. Town and Developer expressly acknowledge that the foregoing liquidated damages are intended not as a penalty, but as full liquidated damages, in the event Developer elects not to proceed with the Project after expiration of the Evaluation Period. Town hereby waives and releases any right to sue Developer, and hereby covenants not to sue Developer, for specific performance of this MOU or to prove that Town's actual damages exceed the Surety Amount which is herein provided Town as full liquidated damages. In the event the parties fail to complete or execute the Development Plan and Additional Agreements, or Developer due diligence (as contemplated in Section 9) reveals adverse conditions prior to the conclusion of the Evaluation Period, Developer shall have the right to elect not to proceed with the Project, and the Surety Amount shall be released to Developer and the parties shall not be responsible for any further costs or expenses to one another. Except for a release of the Surety Amount as contemplated above, the Surety Amount shall remain in escrow until Closing, at which time it shall be released to the Town and applied to the purchase price for the Site. The parties hereto acknowledge that the Escrow Agent will only be obligated to release the Surety Amount if the Escrow Agent is provided with written instructions executed by the Town and Developer and the Escrow Agent will be fully protected in releasing such directed amounts.

4. **Development Plan**. Within 180 days of the Effective Date, subject to a one-time 90-day extension by the Developer in its discretion to be exercised no later than 5:00 p.m. Eastern Time on the date 180 days after the Effective Date, Developer agrees to submit to Town a development plan ("**Development Plan**"), which is accepted for review, outlining its plans to develop the Project. The Development Plan shall include, regardless whether required by the UDO, the size and shape of buildings and other improvements that are to be constructed of substantially the same materials and have substantially the same design, appearance, architectural style, tenant restrictions, characteristics and features depicted or described on **Exhibit B** attached hereto and incorporated herein by reference, which shall include the proposed (i) product type (e.g. 1-bedroom, 2-bedroom) and square footage of the market-rate multifamily residential units, (ii) square footage of commercial space, (iii) square footage and location of any public plaza located within the Project, and (iv) square footage of the Parking Deck and number of parking spaces with general space dimensions. Town shall pay all costs for the Development Plan associated with the Parking Deck, and Developer shall pay all other costs associated with the Development Plan. Developer agrees that the Town shall have review and approval rights with respect to the design and architecture of the Project, not to be unreasonably withheld, conditioned, or delayed. The Parties further agree the PDA will more fully delineate the steps and responsibilities required to execute the Development Plan and will address task areas including but not limited to:

a. Site investigation and analysis of existing conditions;

b. construction and completion of improvements within the Project;

c. Site and infrastructure planning in concert with the Town's vision;

d. Preliminary plan for phased development;

e. Plan for re-platting of Property boundaries;

f. Financing, including both public and private sources;

g. Agreement on terms for transfer of property within Project by Town to Developer; and

h. Entitlements for the Project.

5. **Infrastructure.** It is understood that infrastructure improvements will need to be made to the Property to facilitate the project (e.g. stormwater, streetscape, and transportation improvements). Developer shall include in the Development Plan preliminary plans for the financing and construction of all infrastructures, provided the Development Plan shall not include any construction drawings for the Project. The Development Plan shall provide for each Parties' respective responsibilities for payment of costs and expenses for the construction and completion of improvements within the Project.

6. **Critical Path Schedule**. Developer agrees to submit to Town a schedule of critical path matters for the Project (the "**Critical Path Schedule**") with the Development Plan. The Critical Path Schedule shall provide the following:

a. Schedule for identification of general contractor and design and construction professionals for the Project and execution of construction contracts with such parties;
b. Schedule for identification of equity and debt capital sources, including any term sheets for investors and lenders;
c. Schedule for filing one or more complete application(s) for a site master plan, construction drawings, building permits and other Town permits, if any, required for construction of the Project, in all cases subject to resubmittal as may be required for approval (the "**Permits**");
d. Schedule for commencement of construction of the Project after issuance of all necessary Permits, completion of construction of the Project, obtaining a certificate of compliance for the shell of the Private Improvements, obtaining certificates of occupancy for the dwelling units in the Private Improvements, and obtaining a certificate of occupancy, completion certificate or similar documentation issued by the applicable governmental authority to permit the operation of the Parking Deck for its intended use.

7. **Additional Agreements**. Prior to execution of the PDA, Town and Developer agree to diligently negotiate in good faith the following additional agreements related to the Project (the "**Additional Agreements**"):

a. Lease agreement between Town (as landlord) and Developer (as tenant) to allow residents of multifamily residential units in the Project to use the Parking Deck, including reservation of certain parking spaces for such residents and rental payments by Developer for

the same (the "**Parking Deck Lease Agreement**");

b. Construction contract for the Parking Deck between the Town and the Developer specifying a general contractor selected by mutual agreement between the Town and Developer, with Developer acting as construction manager with Town input and participation (the "**Parking Deck Construction Contract**"); and

c. Deed covenants, conditions, and restrictions (the "**CCRs**") that run with the Property and shall be contained in the deed conveying the applicable portion of the Property from Town to Developer;

d. The PDA; and

e. Any other agreement the Parties determine in good faith are reasonably necessary for the Project.

8. **Parking Deck**. Both Parties recognize that development of the Project will require construction of the Parking Deck. The Town shall pay all costs and expenses for construction of the Parking Deck. The PDA, Parking Deck Lease Agreement, Parking Deck Construction Agreement, Parking Deck Management Agreement, and any other agreement the Parties determine in good faith are reasonably necessary for the Parking Deck shall govern the Parties' respective obligations and rights related to the Parking Deck.

9. **Timing & Termination**. After Developer delivers the Development Plan the Parties shall diligently, reasonably and in good faith negotiate and attempt to finalize a PDA within 60 days thereafter, which period shall be designated the "**Evaluation Period**" and the last day of which shall be designated the "**Outside Agreement Date**." From the Effective Date to and including the Outside Agreement Date and any extensions thereof, Town shall negotiate exclusively with Developer regarding the execution of a PDA and during that period Town shall not negotiate with persons or entities other than Developer regarding the development of the Project or disposition of the Property. Notwithstanding anything in this MOU to the contrary, the previous sentence shall be a binding obligation on the Parties.

a. Town Termination Clause. The Town may terminate this MOU if Developer fails to deliver the Development Plan per the required schedule, or at its sole discretion upon 30 days written notice to the Developer. If the Town decides to terminate this MOU at its sole discretion, the Town agrees to reimburse Developer for all actual expenses incurred.

b. Developer Termination Clause. The Developer may terminate this MOU if Town fails to accept the Development Plan per the required schedule.

c. Extension. Provided the Parties are diligently reviewing the Development Plan the Evaluation Period and corresponding Outside Agreement Date may be extended for up to two (2) periods of 90 days each upon the written request of either Party and approval of the other Party, which approval shall not be unreasonably

withheld, conditioned, or delayed. Any further extensions of the Outside Agreement Date on the request of Developer or Town may be granted or withheld by the other Party in its sole and absolute discretion, as set forth in a written notice from the other Party given prior to the expiration of the then current Outside Agreement Date in accordance with the Notice provisions in Paragraph 19. Provided, if the other Party fails to give written notice prior to the expiration of the then current Outside Agreement Date, the Outside Agreement Date shall be extended as requested by the requesting Party.

10. **Property Investigation**. During the Evaluation Period, Developer and its consultants shall have the right to investigate title and to make such investigations, studies, and tests with respect to the Property as Developer deems necessary or appropriate (individually and together, "**Due Diligence**"). If Developer exercises its rights of entry under the provisions of this Paragraph 9, then:

a. Restoration & Liens. Developer shall not damage the Property in any way while conducting its Due Diligence, other than as reasonably necessary (e.g., limited soil borings). Promptly following the completion of any Due Diligence activity on the Property, Developer shall restore as nearly as practicable the Property to substantially the same condition immediately prior to such activity. Developer shall not permit liens or encumbrances to be placed against the Property for expenses incurred arising out of any Due Diligence undertaken by Developer or at Developer's direction; provided, Developer shall remove or bond any lien of any type that attaches to the Property as a result of any Developer's Due Diligence within ten (10) business days after Developer receives notice of filing of said lien(s) or claim(s) of lien(s).

b. Liability. Developer shall indemnify and hold Town harmless from and against all costs, expenses, damages, liabilities, liens or claims, including, without limitation, attorneys' fees and court costs, directly and solely related to any entry on the Property or Due Diligence activity on the Property by Developer, its agents, employees or contractors, or resulting from any conditions on the Property solely created by any Due Diligence activity on the Property, but expressly excluding (a) any liabilities for matters merely discovered by Developer (e.g., latent environmental contamination), (b) the consequences of any act or omission on the part of Town or any of its agents or employees, or (c) the mere disclosure of the results of any studies or inspections of the Property. Developer shall pay for all Due Diligence undertaken on the Property by Developer or at Developer's direction.

c. Insurance. While this Agreement remains in effect, Developer shall maintain and shall assure that its contractors who enter the Property maintain commercial general liability insurance in amounts and in form set forth in this subparagraph to insure Developer, its agents, employees or contractors, from claims arising out of any Due Diligence activity on the Property, and Developer shall provide Town with evidence of that insurance coverage prior to performing any Due Diligence activity on the Property. That liability insurance shall name Town as an additional insured and shall have liability limits of at least $1,000,000.00 per occurrence and $1,000,000.00 general aggregate for personal injury, including bodily injury and death, and property damage.

d. Delivery of Documents by Town. Within ten (10) business days of the Effective Date, Town shall, to the extent within the Town's possession or control, deliver the following documents to Developer: any and all ALTA, boundary and topographical surveys of the Property; all environmental, soils, wetlands, engineering, geotechnical or other studies or reports with respect to the condition of the Property, including, without limitation, any environmental site assessment; title reports (including existing title policies and title commitments); any and all lease agreements and service contracts affecting any part of the Property; any citations, letters or notices from any government agency affecting the Property, including any issued by the Town; any covenants, restrictions, and easements affecting the Property. All deliveries contemplated in this Paragraph 9(d) shall be without representation or warranty of any kind.

e. Delivery of Documents by Developer. If Developer terminates this MOU for any reason, Developer shall deliver to Town all surveys, site plans, site assessments, reports, studies, budgets, and similar documents commissioned or created by or on behalf of Developer with respect to the Project and the Property, provided Developer shall have no obligation to deliver any documents that are proprietary in nature or subject to confidentiality provisions which prohibit delivery of such document to the Town. All deliveries contemplated in this Paragraph 9(e) shall be without representation or warranty of any kind.

f. Notice of Entry. During the Evaluation Period, Developer shall provide written notice to Town within 48 hours prior to entering onto the Property for investigation pursuant to this Paragraph 9.

g. Notwithstanding anything in this MOU to the contrary, this Paragraph 9 shall be a binding obligation on the Parties.

11. **Mutual Cooperation**.

a. Town is responsible for cooperating with Developer in the performance of its obligations under this MOU. As an express limitation on the preceding sentence, nothing in this MOU will in any way estop, limit or impair the Town's exercise of any regulatory, policing, legislative, governmental or other municipal function. Town shall designate a liaison who shall be the primary point of contact for communications pertaining to this MOU. Until further notice, such designated liaison on behalf of Town is Lisa Hayes, Strategic Performance Manager, and such other persons as the Town Manager may designate from time to time in a written notice to Developer.

b. Developer is responsible for coordinating all work and services required by this MOU. Developer shall designate a liaison who shall be the primary point of contact for communications pertaining to this MOU. Until further notice, such designated liaison on behalf of Developer is William F. Zahn, and such other persons as he may designate from time to time in a written notice to Town.

12. **DFI Contract**. Town's consultant is a nonprofit, charitable program of the University of North Carolina at Chapel Hill School of Government ("SOG"). In accordance with that certain Service Agreement between SOG and Town, fully executed on December 19, 2018, as amended (the "Pre-Development Fee Agreement") and incorporated herein by reference as

Exhibit C, the conveyance or lease of the Property to Developer (and its successors and assigns) is conditioned upon the execution of this Purchase and Development Agreement and the payment of a fee to SOG ("Development Services Fee"). The Development Services Fee shall be the amount equal to one percent (1.0%) of the total costs of development of the Property as calculated by Developer in the most recent version of the pro forma and other financial projections prepared by Developer ("Developer Financials") and delivered to lenders and/or investors prior to or contemporaneously with the Effective Date of the Purchase and Development Agreement (and in the event that projected costs are not available at time of execution, then Developer shall provide Developer Financials as soon as possible thereafter), and in the event of any inconsistencies in the projected total costs among different versions of the Developer Financials, the version of the Developer Financials showing the greatest total costs of development of the Property shall be used to calculate the Development Services Fee. Developer shall, no later than Closing on the Property, either (i) pay the Development Services Fee to SOG (and its successors and assigns) for predevelopment services provided for the project, or (ii) shall certify that it has entered into a fully executed written agreement between SOG and Developer regarding payment of the Development Services Fee on an alternative schedule. SOG is an intended third-party beneficiary to this Contract. This section shall survive the Closing.

13. **Assignability**. The PDA may not be assigned by either Party without the written agreement of the non-assigning Party. Notwithstanding the foregoing, the Parties agree that the PDA will be between the Town and a single purpose entity that, directly or indirectly, is controlled by or is under common control with Developer and/or William F. Zahn, the President of Developer, but not otherwise without Town's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. For purposes of the PDA, the term "**control**" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power of Developer and/or William F. Zahn, the President of Developer, to direct or cause the direction of the management and policies of such person or entity, whether through ownership of voting securities, by contract or otherwise.

14. **Transfer of Property**. The Parties agree to explore the most advantageous methods of transferring and owning the Property, recognizing that both Parties have certain objectives and needs to achieve. The Town may condition the transfer of the applicable portion of the Property to Developer upon one or more development milestones, such as the issuance of a certificate of occupancy for all or a phase of the Project, or, if required by any lender providing funds for construction of part or all of the Private Improvements, sooner, with a repurchase right in the event Developer does not complete the Project on terms to be agreed upon in the PDA. The Developer acknowledges that for the purposes of this MOU the Town is presenting the Property "as is" and without any warranty except as shall be provided in the PDA and any documents delivered to Developer as may be expressly contemplated by the PDA.

15. **Cooperation and Information Exchange**. Both Parties agree to meet regularly and no less than monthly (which may be implemented by conference calls or video conferencing among all participants) to advise each other regarding progress on any one or more of the undertakings required during the Evaluation Period. The Parties agree to share with each other information regarding financing, marketing, land-use issues, design questions, and construction of the Project.

16. **Expenses**. Each Party will be responsible for its own expenses incurred in connection

with the performance of any obligations required by this MOU. Except as otherwise provided in this MOU, no Party will be responsible for the expenses of any other Party during the term of this MOU.

17. **Confidentiality**. Each Party agrees to maintain in confidence information regarding the Project received by that Party that is not otherwise publicly available, subject to disclosure required by any applicable law or regulation or mandates of any court. Such information may be shared with members of each Party's advisory team, including lawyers, accountants, other consultants, prospective owners or investors in the single purpose entity that will own the Private Improvements, and prospective lenders for construction and/or permanent financing of the Private Improvements. Town acknowledges that Developer may provide preliminary or incomplete reports and studies as part of its undertakings under this MOU, and that Developer does not assume any responsibilities for the accuracy of such information. However, Developer agrees that to the extent that it has information contained in reports, studies and such similar undertakings, it will furnish to Town the complete information in all material respects that is held by Developer. The Parties acknowledge that information relating to the Project may be subject to disclosure under the N.C. Public Records Act, Chapter 132 of the North Carolina General Statutes, except any such information that the Town is not required or authorized to disclose pursuant to N.C.G.S. §132-1.2. It is understood, however, that nothing in this MOU shall preclude either Party from discussing the substance or any relevant details of the transaction described in this MOU with any of its attorneys, accountants, professional consultants, potential owners or investors, or potential lenders or prevent the holding of public Town meetings in compliance with applicable laws.

18. **Publicity Coordination**. Town and Developer agree to coordinate any public statements about the Project with each other. Developer shall not issue, or authorize any other Party to issue, any media release, advertisement, or other formal communication (individually and collectively) to any media outlet/platform (including, but not limited to, newspapers, radio and television stations, social media, and websites) relating to the Project, unless it has received the agreement of the Town to that release. Unless otherwise required by law or court mandate, all media releases and public announcements regarding the Project will be made by mutual consent between Town and Developer. Notwithstanding the foregoing, Developer may make known its selection under this MOU where it deems necessary or appropriate and may re-distribute any previously issued news reports, media releases or other publicly available information about the Project.

19. **Representations**. Each Party represents to the other that is has all necessary authority to enter into, execute, deliver, and perform its obligations under this MOU.

20. **Notices**. All notices, requests, demands or other communications required or permitted to be given under this MOU shall be in writing and shall be addressed and delivered by hand or by certified mail, return receipt requested, or by overnight courier, or by email, with evidence of delivery, to each Party at the addresses set forth below. Any such notice, request, demand or other communication shall be considered given or delivered, as the case may be, on the date of delivery. Rejection or other refusal to accept or inability to deliver because of changed address of which proper notice was not given shall be deemed to be receipt of the notice, request, demand, or other communication. Any Party may change its address for notices under this MOU by giving written notice to the other Party.

a. Notice Information for Developer: Triangle Real Estate Company
Attn: William F. Zahn
113 Duncansby Court
Cary, NC 27511
Email: billzahn@bellsouth.net

With a copy to: Longleaf Law Partners
Attn: David E. Miller, III
4509 Creedmoor Road, Suite 302
Raleigh, NC 27612
Email: dmiller@longleaflp.com

b. Notice Information for Town: Town of Wake Forest
Attn: Kip Padgett, Town Manager
301 S. Brooks Street
Wake Forest, NC 27587
Email: kpadgett@wakeforestnc.gov

With a copy to: Town of Wake Forest
Attn: Hassan Kingsberry, Town Attorney
301 S. Brooks Street
Wake Forest, NC 27587
Email: hkingsberry@wakeforestnc.gov

21. **Modifications**. This MOU can only be modified in a writing signed by Town and Developer.

22. **Compliance with Laws.** Town and Developer shall comply with all applicable Federal, State, and local laws. Town and Developer will also comply with City of Raleigh's requirement to allow access on the parcels if utility maintenance is needed on the property and with building code requirements related to the portion of seller's building adjacent to the property line with the existing structures.

23. **Counterparts**. This MOU may be executed in any number of counterparts, but all such counterparts shall constitute the same instrument. The various signed copies of this MOU may be exchanged between the Parties after execution via electronic mail or other means. This MOU may be executed manually or electronically.

24. **No Partnership**. Nothing contained in this MOU shall be deemed or construed to create a partnership or joint venture between Town and Developer, or to cause Town or Developer to be responsible in any way for the debts or obligations of each other.

25. **Iran Divestment Act Certification**. Developer certifies that, as of the date listed below, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. §143-6A-4. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. §143C-6A-5(b), Developer shall not utilize in the performance of the PDA any subcontractor that is identified on the Final Divestment List.

[The remainder of this page is intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, this Memorandum of Understanding has been executed and made effective as of the Effective Date.

TOWN

Town of Wake Forest,
a North Carolina municipal corporation

By: _____
Name: Kip Padgett
Title: Town Manager

Attest:

_____
Name: Theresa Savary [Town Seal]
Title: Town Clerk

DEVELOPER

Triangle Real Estate Company,
a North Carolina corporation

By: _____
Name: William F. Zahn
Title: President

Exhibit A

Description of Property

351 S. White Street and 353 S. White Street
Being all of that certain real property more particularly described in that certain deed recorded in Book 17117, Page 1357, Wake County Registry.

314 N. Brooks Street
Being all of that certain real property more particularly described in that certain deed recorded in Book 19257, Page 837, Wake County Registry.

328 N. Brooks Street
Being all of that certain real property more particularly described as Lot 4 as shown on that certain subdivision plat recorded in Book of Maps 2023, Page 118, Wake County Registry.

Exhibit B

Development Plan

Developer to provide in accordance with Section 4 of this Memorandum.

Exhibit C

DFI Contract

See attached.

SERVICE AGREEMENT

This service agreement ("Agreement") is between the Town of Wake Forest, North Carolina ("Client" or "Town"), and SOG DFI, LLC ("DFI") (each a "Party" and collectively "Parties").

WHEREAS, as part of its mission, the School of Government at the University of North Carolina at Chapel Hill ("University") provides services to local governments. The Development Finance Initiative, as a program of the UNC School of Government ("SOG"), enables local governments and their partners to accomplish their community and economic development goals by providing specialized finance and development expertise in connection with the educational and public service mission of SOG;

WHEREAS, SOG DFI, LLC is an associated entity of the University pursuant to G.S. 116-30.20 that was created to facilitate the work of DFI; and

WHEREAS, DFI is able to provide technical services relating to downtown redevelopment ("Project") in the area described in Schedule C ("Project Area"); and

WHEREAS, Client desires for DFI to perform such services, and doing so is consistent with the University of North Carolina at Chapel Hill's research, teaching and public service missions.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants set forth below, and for other good and valuable consideration the receipt of which is hereby acknowledged, Client and DFI agree as follows:

1. **Scope of Services.** DFI will perform the services described in the statement of work, which is attached as Schedule A (the "Services"). DFI will provide Client with Deliverables as described in Schedule A (the "Deliverables").

2. **Term.** The term of this Agreement will commence on the date upon which the Agreement is fully executed by both Parties (the "Effective Date") and the Services outlined in this Agreement will start on the Effective Date or soon thereafter. This Agreement shall terminate on February 28, 2029.

3. **Termination.** In the event either Party breaches any material terms of this Agreement, then upon sixty (60) days' written notice of such breach, the non-breaching Party may terminate if the breaching Party fails to cure such breach within the notice period. In the event of such termination by Client, DFI shall deliver to Client any unfinished or draft Deliverables prepared under this Agreement. In the event of such termination, Client agrees to pay DFI all reasonable costs and non-cancellable obligations incurred by DFI up to the date of termination, not to exceed the maximum amount specified in Section 4.

4. **Payment.** DFI's fee for the Services shall be paid in two parts. The first portion of the fee is $57,500 (the "Client Payment"). The Client Payment shall be due and payable upon receipt of the DFI invoices in accordance with Schedule B.

   The second portion of the fee (the "Development Services Fee") shall be contingent upon the execution of one or more agreements (each a "Development Services Agreement") between Client and one or more third parties (the "Developer" or "Developers") during the term of this Agreement regarding the responsibilities of either the Client or the Developer(s) regarding any

aspect of the development of the Project or any portion thereof. The Development Services Fee shall be equal to 1.0% (one percent) of the following amount: the total projected costs of development of the Project contemplated under each such Development Services Agreement. The total projected costs of the Project shall be determined based on the costs projected by the Developer in the most recent versions(s) of pro forma and/or other financial projections (the "Developer Financials") prepared by the Developer and delivered to Client (or lenders or investors) prior to or contemporaneously with execution of the Development Services Agreement, and in the event of any inconsistencies in the projected total costs among different versions of the Developer Financials, the version of the Developer Financials showing the greatest total costs of development of the Project shall be used to calculate the Development Services Fee. Each Developer shall pay directly to DFI the Development Services Fee attributable to that Developer's Development Services Agreement(s).

In consideration of the Services provided to Client by DFI pursuant to this Agreement and the "at risk" nature of the Development Services Fee, the Client agrees to make execution of any Development Services Agreement executed with a Developer during the term of this Agreement and the payment of the Development Services Fee by that Developer to DFI a condition of any Development Services Agreement or conveyance or lease of the Project or any portion(s) thereof to such Developer, and each such Development Services Agreement shall provide that DFI is an intended third party beneficiary of the Development Services Agreement. Client agrees to insert into any request for proposals or other solicitations regarding development of the Project the following clause (or a substantially similar clause as mutually agreed upon by Client and DFI):

> "The performance by the Town or the conveyance or lease of any portion of the property described herein (the "Property") to the selected development entity and its successors and assigns (the "Developer") shall be conditioned upon the execution of an agreement (the "Development Services Agreement") between the Town and the Developer pertaining to the responsibilities of either the Town or the Developer, or both, regarding any aspect of the development of the Property or any portion thereof (the "Project"). As part of the Development Services Agreement, the Developer shall agree to pay a fee to the Town's consultant ("DFI") and its successors and assigns for pre-development services provided to the Town, and the Development Services Agreement shall provide that DFI is an intended third party beneficiary of the Development Services Agreement. The fee shall be an amount equal to 1.0% (one percent) of the total projected costs of development of the Project as calculated by the Developer in the most recent versions(s) of pro forma and other financial projections (the "Developer Financials") prepared by the Developer and delivered to Town or other parties prior to or contemporaneously with the execution of the Development Services Agreement, and in the event of any inconsistencies in the projected total costs among different versions of the Developer Financials, the version of the Developer Financials showing the greatest total costs of development of the Project shall be used to calculate the Development Services Fee. The Development Services Fee shall be due and payable in full to DFI no later than 30 days following execution of the Development Services Agreement. An alternative payment schedule for payment of the Development Services Fee to DFI may be developed as mutually agreed in writing by Developer and DFI; by way of illustration only, such schedule of payments could be tied to the receipt of any developer fees by Developer. Developer's obligation to pay Development Services Fee shall not be assignable

by Developer to any other entity, nor shall any assignment relieve Developer of its obligation to pay Development Services Fee, except upon written consent of DFI."

The budget for DFI's personnel, contractors, and other expenditures in order to complete the Services can be altered at DFI's discretion, according to University's policies. DFI is under no obligation to provide Client or any Developer with any kind of financial reporting, supporting documentation, or justification of expenditures made in the performance of the Project as a condition of payment.

5. **Confidential Information.** Any information disclosed by Client to DFI pursuant to this Agreement that Client considers confidential or proprietary ("Confidential Information") shall be disclosed in writing and marked as confidential, or if disclosed orally, shall be confirmed in writing and designated confidential within five (5) days of such disclosure. DFI agrees to use the same degree of care it uses to protect its own confidential information to maintain for a period of three (3) years the Confidential Information. DFI's obligations hereunder do not apply to: (1) information in the public domain, (2) information independently known or obtained by DFI; or (3) information required to be disclosed pursuant to applicable law or judicial order, including the North Carolina Public Records Act.

6. **Ownership Rights.** The Deliverables and Confidential Information shall belong solely to Client; provided, however, DFI shall be free to use the Deliverables and results from the Services for its own educational, research, and publication purposes, consistent with the obligations set forth in Section 5 above.

7. **Entire Agreement.** This Agreement constitutes and expresses the entire agreement of the Parties hereto with reference to the subject matter hereof, with all prior promises, undertakings, representations, agreements, understandings and arrangements relative thereto having been herein merged into this Agreement.

8. **Warranties.** DFI in no way guarantees the Services performed and makes no warranties, express or implied, regarding the quality of the Services or Deliverables, although all reasonable efforts will be made. Each Party waives its rights to recover from the other Party any consequential, indirect, or incidental damages (including but not limited to, loss of use, income, profits, financing, or reputation), arising out of, or relating to, this Agreement.

9. **Independent Contractors.** The relationship of the Client and DFI established by this Agreement is that of independent contractors, and nothing contained in this Agreement will be construed to (i) give either Party the power to direct and control the day-to-day activities of the other, (ii) constitute the Parties as partners, joint venturers, co-owners, or otherwise as participants in a joint or common undertaking, or (iii) allow a Party to create or assume any obligation on behalf of the other Party for any purpose whatsoever. Personnel of each Party shall not be considered an employee or agent of the other Party nor shall such personnel be entitled to any employee benefits including, without limitation, vacation pay, leave, retirement benefits, social security, workers compensation, disability, or unemployment benefits that may be provided to the other Party's employees. Each Party shall be exclusively responsible for compensating its personnel and subcontractors and paying all taxes, withholding payments and any other fees or payments related to its personnel and subcontractors.

10. **Modification; Waivers.** No waiver, amendment, or modification of any of the terms of this Agreement shall be valid unless in writing and signed by authorized representatives of both

Parties. Failure by either Party to enforce any rights under this Agreement shall not be construed as a waiver of such rights nor shall a waiver by either Party in one or more instances be construed as constituting a continuing waiver or as a waiver in other instances.

11. **Force Majeure.** DFI shall not be liable for any failure to perform as required by this Agreement, to the extent such failure to perform is caused by any reason beyond DFI's control, or by reason of any of the following: acts of God, acts or threats of terrorism, civil disorders, severely inclement weather, disease, accidents, failure of utilities, failure of any required governmental approval, or similar occurrences.

12. **Retention of Intellectual Property.** It is expressly agreed that neither DFI nor the Client transfers by operation of this Agreement or shall transfer by operation of this Agreement to the other Party any patent right, trademark right, or copyright right either Party now owns in the performance of this Agreement.

13. **Advertising.** Client shall not use the existence of this Agreement or the name, logo, images or trademarks of The University of North Carolina at Chapel Hill, or any of its constituent schools or departments, as a part of any marketing or commercial advertising without prior written approval of DFI.

14. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which will be deemed an original and all of which together will constitute one instrument.

15. **Notices.** Any notice to be given hereunder shall be in writing and shall be given by delivery in person or by depositing the notice in United States Certified Mail, Return Receipt Requested, postage prepaid, in an envelope addressed to the Parties to be notified at such Party's address as follows:

If to Client:	If to DFI:
Kip Padgett	Lauren G. Partin
Town Manager	Assistant Dean for Business and Finance
Town of Wake Forest	Knapp-Sanders Building
301 S. Brooks St.	Campus Box 3330
Wake Forest, NC 27587	Chapel Hill, NC 27599-3330
Phone: 919.435.9411	Phone: 919.962.2757
Email: kpadgett@wakeforestnc.gov	Email: lgpartin@sog.unc.edu

16. **Governing Law.** This Agreement and the rights and obligations of the Parties hereunder shall be governed by, and construed and interpreted in accordance with, the laws of the State of North Carolina.

17. **Assignment.** This Agreement shall not be assigned by either Party without the prior written consent of the other Party hereto. This Agreement shall be binding upon and inure to the benefit of the respective successors and permitted assigns of the Parties.

18. **Survivability.** Those terms that by their nature necessarily survive termination of this Agreement shall survive, including but not limited to those provisions dealing with confidentiality, intellectual property, and payment.

19. **Liaisons.** Lisa Hayes shall serve as liaison for the Client for issues concerning work under this Agreement. Marcia Perritt shall serve as liaison for DFI. Their contact information is as follows:

Lisa Hayes
Downtown Development Director
Town of Wake Forest
301 S. Brook St.
Wake Forest, NC 27587
Phone: 919.435.9415
Email: lhayes@wakeforestnc.gov

Marcia Perritt
Associate Director, DFI
UNC School of Government
Knapp-Sanders Bldg., Campus Box 3330
Chapel Hill, NC 27599-3330
Phone: 919-538-1545
Fax: 919-962-2709
Email: mperritt@sog.unc.edu

IN WITNESS WHEREOF, the Parties by their duly authorized officers have executed this Agreement on the dates set forth below, to be effective on the Effective Date.

SOG DFI, LLC

By: Thomas H. Thornburg Date: 12/19/2018

Name: Thomas H. Thornburg

Title: Acting Executive Director, SOG DFI, LLC

Town of Wake Forest

By: Date: 12/19/18

Name: Kip Padgett

Title: Town Manager

PRE-AUDIT CERTIFICATION

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

Aileen Staples
FINANCE OFFICER

Schedule A
STATEMENT OF WORK

Scope of Services

The following Scope of Services outlines the pre-development activities that DFI would conduct to support the Town of Wake Forest in attracting private investment to the Project and furthering the Town's community economic development goals.

1. Tour the Project and determine the boundaries of the Study Area, the area surrounding the Project;
2. Conduct a community scan: an analysis of demographic and socioeconomic data, as well as a review of current and historic plans, documents, studies, research, development proposals, notes from public input sessions, and other materials relevant to the Study Area;
3. Collect and analyze relevant data for a parcel analysis to understand current conditions (sales trends, code enforcement violations, vacancy, land use, ownership, and underutilization) in the Study Area;
4. Establish guiding public interests for the Project in collaboration with the Town and stakeholders;
5. Conduct a market analysis, evaluating redevelopment potential including market feasibility and demand drivers for different uses for the Project including retail, residential, and office;
6. Perform site constraints analysis and test fit of potential development programs for the Project;
7. Conduct a financial feasibility analysis, preparing a financial model for development program (i.e., development budget, operating cash flows, sources of capital, etc.) for the Project to determine financial feasibility for private partners and scale of public investment, if necessary;
8. Initiate local government entitlement process;
9. Evaluate options for financing and structuring public participation in development or redevelopment, if necessary, including use of development finance tools (tax credits, district designations, etc.);
10. Identify potential development partners, prepare investment summary, carry out due diligence of potential partners, and support Town officials in development partner selection process; and
11. Support Town in negotiation of development services agreements with development partner(s) to maximize the public benefits and minimize public investment.

This Scope of Services does not include services that require a licensed broker or licensed attorney to perform. In addition, the scope does not include tasks associated with site planning expertise from architects or engineers, nor does it include site preparation expenses such as land survey, soil samples, and environmental testing (if such services are required, DFI will advise City to obtain such services from third parties).

Deliverables

Deliverables include presentations, summaries, and other documentation intended by DFI to be delivered to the Town regarding the Scope of Services.

Timeline

The timeline for completing Activities 1-9 is estimated to be 9 months, commencing upon execution of a Letter of Agreement. DFI intends to help the Town attract private investment into the Project (Activities 10-11) as quickly as possible and in a way that maximizes overall value and serves the public interests.

Schedule B
PAYMENT SCHEDULE

1. Client Payment Schedule. The Client Payment shall be due and payable upon receipt of the DFI invoices in accordance with the following schedule:

   $28,750 on May 1, 2019
   $28,750 on August 1, 2019

2. The Development Services Fee associated with each Development Services Agreement shall be paid by each Developer to DFI pursuant to Section 4 of the Agreement, "Payment."

Schedule C
PROJECT AREA

The Project consists of all parcels listed by Property Identification Number (PIN) that:

(i) are leased, owned, or placed under option by Client at any time during the term of this Agreement, and/or

(ii) become the subject of a Development Services Agreement between Client and a third party during the term of this Agreement.

Project Area PINs: 1841500374 and 1841500471
Project Area is represented on the map included on the following page. The map represents the parcel with PIN 1841500374 as well as the adjacent parcel (PIN 1841500471) in the hashed area that was part of the purchase.

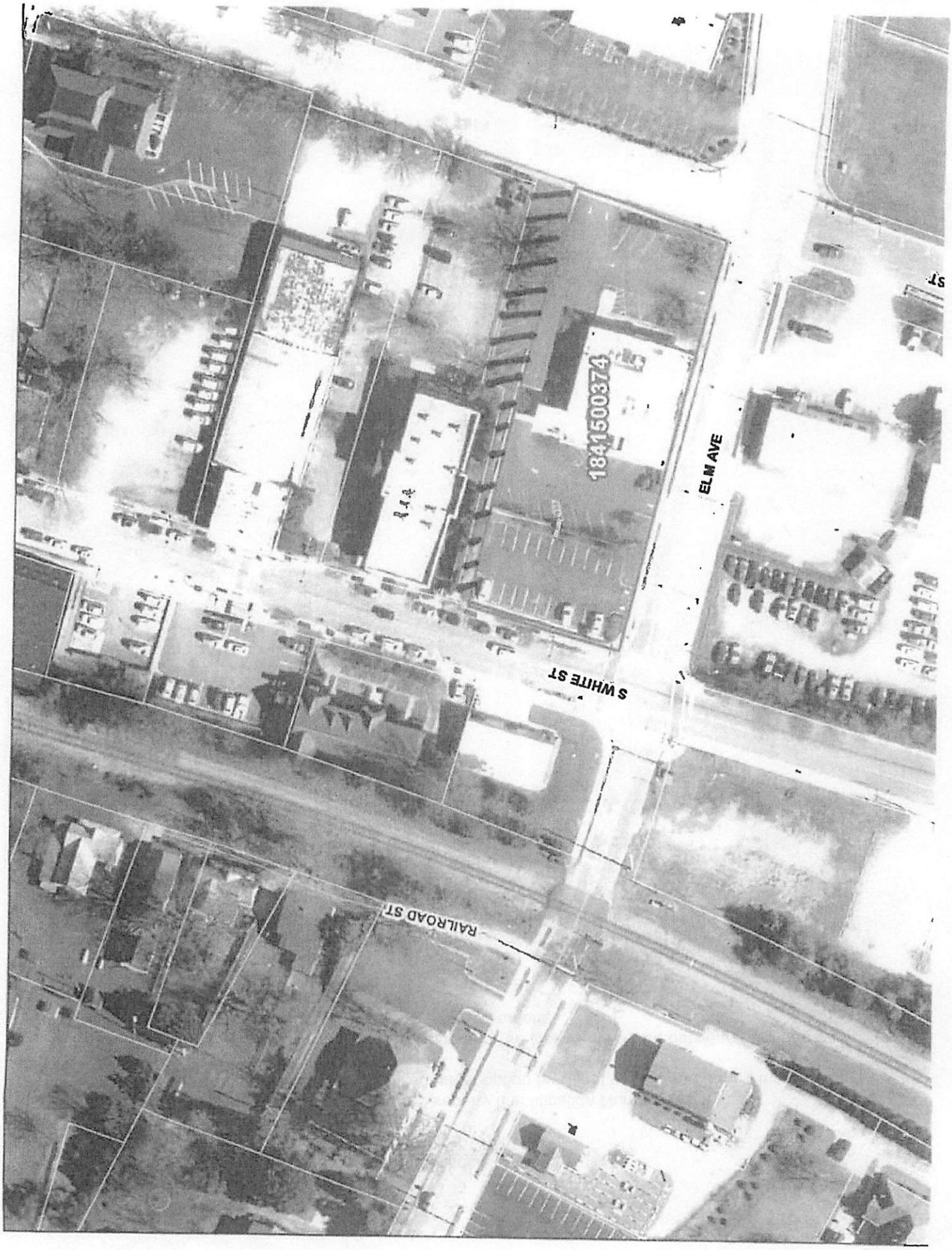

1841500374
ELM AVE
S WHITE ST
RAILROAD ST

Exhibit D

Escrow Agreement

This Escrow Agreement (the "Agreement"), incorporated into the MOU by reference, is made as of the _____ day of _____, 2023 (the "Effective Date"), by and between the Town of Wake Forest, North Carolina, a North Carolina municipal corporation ("Town"); Triangle Real Estate Company, a North Carolina corporation ("Developer"); and U.S. Bank, National Association (the "Escrow Agent").

RECITALS

1. Town and Developer are parties to a certain Memorandum of Understanding dated _____ _____, 2022 (the "MOU"), the terms of which are incorporated herein by reference solely between Town and Developer, relating to the redevelopment of real property at 353 S. White Street, 343 S. White Street (portion), and 333 S. White Street (portion) ["the Site"].

2. Developer is required to deposit with Escrow Agent the sum of Thirty-Five Thousand 00/100 Dollars ($35,000.00) to be held and applied in accordance with the provisions of Section 3 of the MOU and this Agreement.

3. The parties hereto now desire to establish the terms and conditions by which the Surety Amount shall be held and disbursed as more particularly set forth herein.

4. All capitalized terms used herein and not otherwise defined shall have the meanings set forth in the MOU. Town and Developer acknowledge that (i) Escrow Agent is not a party to and has no duties or obligations under the MOU, (ii) all references in this Agreement to the MOU are solely for the convenience of Town and Developer, and (iii) Escrow Agent shall have no implied duties beyond the express duties set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises herein contained, the parties hereto agree as follows:

1. Escrow Agent. Town and Developer hereby appoint Escrow Agent as the escrow agent for the Surety Amount and authorize and direct Escrow Agent to establish and administer the Surety Amount in accordance herewith. By its execution of this Agreement, Escrow Agent accepts such appointment and agrees to act in accordance with the instructions and agreements hereunder. Escrow Agent's fee for its services under this Agreement will be in accordance with the fee schedule attached as Schedule B and shall be paid by Developer.

2. Escrow. Concurrently with the execution and delivery of this Agreement to Escrow Agent, Developer has wired the Surety Amount to Escrow Agent. Escrow Agent hereby acknowledges receipt of the Surety Amount and agrees to deposit the Surety Amount in an escrow account (the "Escrow Account") established by the Escrow Agent. The Escrow Agent shall hold the Surety Amount uninvested, without liability for interest.

3. Disbursement Instructions. Escrow Agent shall hold and disburse the Surety Amount in accordance with the terms and conditions of this Agreement.

4. Attorneys' Fees. Should either Developer or Town institute any judicial or other legal action or proceeding to enforce any provision of this Agreement or for damages by reason of alleged breach of any provision hereof or for a declaration of rights hereunder, or should Escrow Agent be entitled to recover legal fees under Paragraph 7 below, the prevailing party in such action, on trial or appeal, shall be entitled to receive all costs and expenses (including, without limitation, reasonable attorneys' fees) incurred by such prevailing party in connection with such action or proceeding and the non-prevailing party shall have responsibility for the legal fees to which Escrow Agent may be entitled under Paragraph 7 below.

5. Duties and Liability of Escrow Agent.

(a) Escrow Agent undertakes to perform only such duties as are expressly set forth herein and no duties shall be implied. Escrow Agent has no fiduciary or discretionary duties of any kind. Escrow Agent's permissive rights shall not be construed as duties. Escrow Agent's sole responsibility shall be for the safekeeping of the Surety Amount in accordance with Escrow Agent's customary practices and disbursement thereof in accordance with the terms of this Agreement. Escrow Agent shall not be responsible for or have any duty to make any calculations under this Agreement, or to determine when any calculation required under the provisions of this Agreement should be made, how it should be made or what it should be, or to confirm or verify any such calculation. Escrow Agent shall not be charged with knowledge or notice of any fact or circumstance not specifically set forth herein. This Agreement shall terminate upon the distribution of all the Surety Amount pursuant to any applicable provision of this Agreement, and Escrow Agent shall thereafter have no further obligation or liability whatsoever with respect to this Agreement or the Surety Amount.

(b) Escrow Agent shall not be liable for any action taken or omitted by it in good faith except to the extent that a court of competent jurisdiction determines, which determination is not subject to appeal, that Escrow Agent's gross negligence or willful misconduct in connection with its material breach of this Agreement was the sole cause of any loss to Developer or Town. Escrow Agent may retain and act hereunder through agents and shall not be responsible for or have any liability with respect to the acts of any such agent retained by Escrow Agent in good faith.

(c) Escrow Agent may rely upon any notice, instruction, request or other instrument, not only as to its due execution, validity and effectiveness, but also as to the truth and accuracy of any information contained therein, which Escrow Agent believes to be genuine and to have been signed or presented by the person or parties purporting to sign the same. In no event shall Escrow Agent be liable for (i) acting in accordance with or conclusively relying upon any instruction, notice, demand, certificate or document believed by Escrow Agent to have been created by or on behalf of Developer or Town, (ii) incidental, indirect, special, consequential or punitive damages or penalties of any kind (including, but not limited to lost profits), even if Escrow Agent has been advised of the likelihood of such

damages or penalty and regardless of the form of action or (iii) any amount greater than the value of the Surety Amount as valued upon deposit with Escrow Agent.

(d) Escrow Agent shall not be responsible for delays or failures in performance resulting from acts of God, strikes, lockouts, riots, acts of war or terror, epidemics, governmental regulations, fire, communication line failures, computer viruses, attacks or intrusions, power failures, earthquakes, or any other circumstance beyond its control. Escrow Agent shall not be obligated to take any legal action relating to the Surety Amount, this Agreement, or the MOU or to appear in, prosecute or defend any such legal action or to take any other action that in Escrow Agent's sole judgment may expose it to potential expense or liability. Developer and Town are aware that under applicable state law, property which is presumed abandoned may under certain circumstances escheat to the applicable state. Escrow Agent shall have no liability to Developer or Town, their respective heirs, legal representatives, successors and assigns, or any other party, should any of the Surety Amount escheat by operation of law.

(e) Escrow Agent may consult legal counsel selected by it in the event of any dispute or question as to the construction of any of the provisions hereof or of any other agreement or of its duties hereunder, or relating to any dispute involving this Agreement, and shall incur no liability and shall be fully indemnified from any liability whatsoever in acting in accordance with the advice of such counsel. Developer and Town agree to perform or procure the performance of all further acts and things, and execute and deliver such further documents, as may be required by law or as Escrow Agent may reasonably request relating to its duties hereunder. When any action is provided for herein to be done on or by a specified date that falls on a day other than a business day (Monday-Friday, except for legal public U.S. holidays), such action may be performed on the next ensuing business day.

(f) If any portion of the Surety Amount is at any time attached, garnished or levied upon, or otherwise subject to any writ, order, decree or process of any court, or in case disbursement of Surety Amount is stayed or enjoined by any court order, Escrow Agent is authorized, in its sole discretion, to respond as it deems appropriate or to comply with all writs, orders, decrees or process so entered or issued, including but not limited to those which it is advised by legal counsel of its own choosing is binding upon it, whether with or without jurisdiction; and if Escrow Agent relies upon or complies with any such writ, order, decree or process, it shall not be liable to any of the parties hereto or to any other person or entity by reason of such compliance even if such order is reversed, modified, annulled, set aside or vacated.

(g) Escrow Agent and any stockholder, director, officer or employee of Escrow Agent may buy, sell and deal in any of the securities of any other party hereto and contract and lend money to any other party hereto and otherwise act as fully and freely as though it were not Escrow Agent under this Agreement. Nothing herein shall preclude Escrow Agent

from acting in any other capacity for any other party hereto or for any other person or entity.

(h) In the event instructions, including funds transfer instructions, address change or change in contact information are given to Escrow Agent (other than in writing at the time of execution of this Agreement), whether in writing, by facsimile or otherwise, Escrow Agent is authorized but shall not be required to seek confirmation of such instructions by telephone call-back to any person designated by the instructing party on Schedule A hereto, and Escrow Agent may rely upon the confirmation of anyone purporting to be a person so designated. The persons and telephone numbers for call-backs may be changed only in writing actually received and acknowledged by Escrow Agent and shall be effective only after Escrow Agent has a reasonable opportunity to act on such changes. If Escrow Agent is unable to contact any of the designated representatives identified in Schedule A, Escrow Agent is hereby authorized but shall be under no duty to seek confirmation of such instructions by telephone call-back to any one or more of Developer's or Town's executive officers ("Executive Officers"), as the case may be, which shall include the titles of Chief Executive Officer, President and Vice President, as Escrow Agent may select. Such Executive Officer shall deliver to Escrow Agent a fully executed incumbency certificate, and Escrow Agent may rely upon the confirmation of anyone purporting to be any such officer. Developer and Town agree that Escrow Agent may at its option record any telephone calls made pursuant to this Section. Escrow Agent in any funds transfer may rely solely upon any account numbers or similar identifying numbers provided by Developer or Town to identify (i) the beneficiary, (ii) the beneficiary's bank, or (iii) an intermediary bank, even when its use may result in a person other than the beneficiary being paid, or the transfer of funds to a bank other than the beneficiary's bank or an intermediary bank so designated. Developer and Town acknowledge that these optional security procedures are commercially reasonable.

6. Resignation. The Escrow Agent may resign upon giving thirty (30) days prior written notice to the parties. If Developer and Town do not furnish written instructions, approved by both of them authorizing release or transfer of the Surety Amount within such thirty (30) day period, then Escrow Agent shall be entitled to tender the Surety Amount into the registry or custody of any court of competent jurisdiction, together with such legal pleadings as Escrow Agent may deem appropriate, and upon such action the Escrow Agent shall be discharged from all further duties and liabilities under this Agreement.

7. Indemnity. Developer and Town, jointly and severally, shall indemnify and hold harmless Escrow Agent and each director, officer, employee and affiliate of Escrow Agent (each, an "Indemnified Party") upon demand against any and all claims (whether asserted by Developer and Town or any other person or entity and whether or not valid), actions, proceedings, losses, damages, liabilities, penalties, costs and expenses of any kind or nature (including without limitation reasonable attorneys' fees, costs and expenses) (collectively, "Losses") arising from this Agreement or Escrow Agent's actions hereunder, except to the extent such Losses are finally determined by a court of competent jurisdiction, which determination is not subject to appeal, to have been directly caused solely by the gross negligence or willful misconduct of such Indemnified Party in connection with Escrow Agent's material breach of this

Agreement. Developer and Town further agree, jointly and severally, to indemnify each Indemnified Party for all costs, including without limitation reasonable attorneys' fees, incurred by such Indemnified Party relating to the enforcement of Developer and Town obligations hereunder. Each Indemnified Party shall, in its sole discretion, have the right to select and employ separate counsel with respect to any action or claim brought or asserted against it, and the reasonable fees of such counsel shall be paid upon demand by Developer and Town jointly and severally. The obligations of Developer and Town under this Section shall survive any termination of this Agreement and the resignation or removal of Escrow Agent.

8. Compensation of Escrow Agent. Developer and Town agree, jointly and severally, to compensate Escrow Agent upon demand for its services hereunder in accordance with Schedule B attached hereto. The obligations of Developer and Town under this Section shall survive any termination of this Agreement and the resignation or removal of Escrow Agent.

9. Notices. The joint written direction required to be delivered to the Escrow Agent in accordance with the provisions of Paragraph F.7 of the MOU with respect to the Surety Amount shall be sent by the parties by electronic mail (email) at the email addresses for the parties set forth below. All other notices or demands under this Agreement shall be in writing, signed by the party giving the same and shall be deemed to be duly given only if delivered to the applicable addresses set forth below either (i) in person; (ii) by recognized overnight courier, including Federal Express or other reputable overnight courier service; (iii) by certified or registered mail, return receipt requested; or (iv) by email transmittal on any business day and shall be effective upon receipt, provided that the notice shall also be sent on the same business day by Federal Express or other reputable overnight courier service. Notice shall be deemed to have been duly given upon delivery thereof.

a. Notice Information for Developer:

Triangle Real Estate Company
Attn: William F. Zahn
113 Duncansby Court
Cary, NC 27511
Email: billzahn@bellsouth.net

With a copy to:

Longleaf Law Partners
Attn: David E. Miller, III
4509 Creedmoor Road, Suite 302
Raleigh, NC 27612
Email: dmiller@longleaflp.com

b. Notice Information for Town:

Town of Wake Forest
Attn: Kip Padgett, Town Manager
301 S. Brooks Street
Wake Forest, NC 27587
Email: kpadgett@wakeforestnc.gov

With a copy to: Town of Wake Forest
Attn: Hassan Kingsberry, Town Attorney
301 S. Brooks Street
Wake Forest, NC 27587
Email: hkingsberry@wakeforestnc.gov

c. Escrow Agent: US Bank Trust Company
National Association
Global Corporate Trust
Attn: Shawna Hale
U.S. Bank Global Corporate Trust
214 North Tryon Street, 27th Floor
Charlotte, NC 28202
Mailcode: CN-NC-H27A
Email: shawna.hale@usbank.com

Addresses for notices may be changed in the same manner provided for giving notices but shall not be effective until ten (10) days elapse after their receipt.

10. Binding Effect. Except as otherwise expressly provided herein, this Agreement shall bind and inure to the benefit of Escrow Agent, County, and Developer and their respective successors and assigns.

11. Entire Agreement; Modification. This Agreement constitutes the entire agreement between Escrow Agent, County, and Developer pertaining to the subject matter hereof and supersedes all prior agreements, understandings, and representations among them with respect to the subject matter hereof. This Agreement may not be modified, amended, supplemented, or otherwise changed, except in writing executed by County, Developer, and Escrow Agent.

12. Counterparts. This Agreement and any amendment hereto may be executed in any number of counterparts and by each party hereto on separate counterparts, each of which when so executed and delivered shall be deemed an original and all of which taken together shall constitute but one and the same instrument.

13. Governing Law; Jurisdiction and Venue. This Agreement shall be governed by, construed and enforced in accordance with the laws in force in the State of North Carolina, without regard to the conflicts of laws doctrine of such state, and the venue for any action related to this Agreement shall in a federal or state court of competent jurisdiction in the county where the Site is located.

IN WITNESS WHEREOF, this Agreement has been executed and made effective as of the Effective Date.

TOWN

Town of Wake Forest,
a North Carolina municipal corporation

By: _____
Name: Kip Padgett
Title: Town Manager

Attest:

_____
Name: Theresa Savary [Town Seal]
Title: Town Clerk

DEVELOPER

Triangle Real Estate Company,
a North Carolina corporation

By: _____
Name: William F. Zahn
Title: President

ESCROW AGENT

US Bank Trust Company, National Association
Global Corporate Trust

By: _____
Name: Shawna L. Hale
Title: Vice President

SCHEDULE A

Each of the following person(s) is a **Developer Representative** authorized to execute documents and direct Escrow Agent as to all matters, including fund transfers, address changes and contact information changes, on Developer's behalf (only signature required):

_____	_____	_____
Name	Specimen signature	Telephone No.
_____	_____	_____
Name	Specimen signature	Telephone No.
_____	_____	_____
Name	Specimen signature	Telephone No.

If only one person is identified above, the following person is authorized for call-back confirmations:

_____	_____
Name	Telephone Number

Each of the following person(s) is a **Town Representative** authorized to execute documents and direct Escrow Agent as to all matters, including fund transfers, address changes and contact information changes, on Town's behalf (only one signature required):

_____	_____	_____
Name	Specimen signature	Telephone No.

Name	Specimen signature	Telephone No.
Name	Specimen signature	Telephone No.

If only one person is identified above, the following person is authorized for call-back confirmations:

Name	Telephone Number

SCHEDULE B

TOWN OF WAKE FOREST, NORTH CAROLINA

Schedule of Fees

Acceptance, Onboarding & Set-Up:	**Waived**
Annual Escrow Agent:	**$ 600.00**
Out-of-Pocket Expenses:	**Waived**
Legal Fee & Expenses:	**Waived**

Extraordinary Administration Expenses:

Extraordinary Administration Services ("EAS") are duties, responsibilities or activities not expected to be provided by the agent at the outset of the transaction, not routine or customary, and/or not incurred in the ordinary course of business and may require analysis or interpretation. Billing for fees and expenses related to EAS is appropriate in instances where particular inquiries, events or developments are unexpected, even if the possibility of such circumstances could have been identified at the inception of the transaction, or as changes in law, procedures, or the cost of doing business demand. At our option, EAS may be charged on an hourly (time expended multiplied by current hourly rate), flat or special fee basis at such rates or in such amounts in effect at the time of such services, which may be modified by us in our sole and reasonable discretion from time to time. In addition, all fees and expenses incurred by the agent, in connection with the agent's EAS and ordinary administration services and including without limitation the fees and expenses of legal counsel, financial advisors and other professionals, charges for wire transfers, checks, internal transfers and securities transactions, travel expenses, communication costs, postage (including express mail and overnight delivery charges), copying charges and the like will be payable, at cost, to the agent. EAS fees are due and payable in addition to annual or ordinary administration fees. Failure to pay for EAS owed to U.S. Bank when due may result in interest being charged on amounts owed to U.S. Bank for extraordinary administration services fees and expenses at the prevailing market rate.

General. Your obligation to pay under this Fee Schedule shall govern the matters described herein and shall not be superseded or modified by the terms of the governing documents and survive any termination of the transaction or governing documents and the resignation or removal of the trustee. This Fee Schedule shall be construed and interpreted in accordance with the laws of the state identified in the governing documents without giving effect to the conflict of laws principles thereof. You agree to the sole and exclusive jurisdiction of the state and federal courts of the state identified in the governing documents over any proceeding relating to or arising regarding the matters described herein. Payment of fees constitutes acceptance of the terms and conditions described herein.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT: To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a Trust or other legal entity we will ask for documentation to verify its formation and existence as a legal entity. We may also ask to see financial statements, licenses, identification, and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

ACKNOWLEDGEMENT:

Please sign below to acknowledge our agreement that all fees concerning the various duties of U.S. Bank, listed above, will be governed by this schedule. U.S. Bank may periodically review fees for possible increase.

TOWN OF WAKE FOREST, NORTH CAROLINA	TRIANGLE REALTY COMPANY
Sign: _____	**Sign:** _____
Name/Title: _____ *please print*	**Name/Title:** _____ *please print*
Date: _____	**Date:** _____

Submitted: January 13, 2023

Board of Commissioners Agenda Item Report

Agenda Item No.: 2022-29-
Submitted by: Jennifer Currin
Submitting Department: Planning
Meeting Date: March 21, 2023

SUBJECT
Continuation of Public Hearing on LEGISLATIVE CASE RZ-22-06, Harris Road Subdivision; rezoning filed by Church Street Company to rezone 68.28± acres located at 0 Harris Road, being Wake County Tax PIN 1841392412, from Rural Holding District (RD) to Highway Business Conditional District (HB CD), Neighborhood Business Conditional District (NB CD), and General Residential 10 Conditional District (GR10 CD).

Recommendation:

Item Summary:

ATTACHMENTS

-

Board of Commissioners Agenda Item Report

Agenda Item No.: 2022-59-
Submitted by: Jennifer Currin
Submitting Department: Planning
Meeting Date: March 21, 2023

SUBJECT
Consideration of LEGISLATIVE CASE RZ-22-06, Harris Road Subdivision; rezoning filed by Church Street Company to rezone 68.28± acres located at 0 Harris Road, being Wake County Tax PIN 1841392412, from Rural Holding District (RD) to Highway Business Conditional District (HB CD), Neighborhood Business Conditional District (NB CD), and General Residential 10 Conditional District (GR10 CD).

Recommendation:

Item Summary:

ATTACHMENTS

-

Board of Commissioners Agenda Item Report

Agenda Item No.: 2023-19-
Submitted by: Patrick Reidy
Submitting Department: Planning
Meeting Date: March 21, 2023

SUBJECT
Public Hearing on LEGISLATIVE CASE RZ-21-11; Forestville Road; Consideration of a rezoning filed by Carolina Land Design, PLLC to rezone 7.7± acres located at 1109 and 1129 Forestville Road, being Wake County Tax PINs 1749672831 and 1749670589 from Wake County's Residential-30 (R-30) to Residential Mixed-Use Conditional District (RMX-CD).

Recommendation:

Item Summary:

ATTACHMENTS

-

Board of Commissioners Agenda Item Report

Agenda Item No.: 2023-19-
Submitted by: Patrick Reidy
Submitting Department: Planning
Meeting Date: March 21, 2023

SUBJECT
Consideration of LEGISLATIVE CASE RZ-21-11; Forestville Road; Consideration of a rezoning filed by Carolina Land Design, PLLC to rezone 7.7± acres located at 1109 and 1129 Forestville Road, being Wake County Tax PINs 1749672831 and 1749670589 from Wake County's Residential-30 (R-30) to Residential Mixed-Use Conditional District (RMX-CD).

Recommendation:

Item Summary:

ATTACHMENTS

-

Board of Commissioners Agenda Item Report

Agenda Item No.: 2023-90-
Submitted by: Patrick Reidy
Submitting Department: Planning
Meeting Date: March 21, 2023

SUBJECT
Public Hearing on QUASI-JUDICIAL CASE SU-99-02-01; Joyner Property; Consideration of a Special Use Permit amendment filed by McAdams Company for 34.99± acres located at 0 Fairway Village Drive, 0 Wake Union Church Road, and 0, 1180, and 1200 Club Villas Drive, being Wake County Tax PINs 1841094004, 1841085635, 1831986381, 1841095460, 1841091336, and 1831895139.

Recommendation:

Item Summary:

ATTACHMENTS

-

Board of Commissioners Agenda Item Report

Agenda Item No.: 2023-90-
Submitted by: Patrick Reidy
Submitting Department: Planning
Meeting Date: March 21, 2023

SUBJECT
Consideration of QUASI-JUDICIAL CASE SU-99-02-01; Joyner Property; Consideration of a Special Use Permit amendment filed by McAdams Company for 34.99± acres located at 0 Fairway Village Drive, 0 Wake Union Church Road, and 0, 1180, and 1200 Club Villas Drive, being Wake County Tax PINs 1841094004, 1841085635, 1831986381, 1841095460, 1841091336, and 1831895139.

Recommendation:

Item Summary:

ATTACHMENTS

-

Board of Commissioners Agenda Item Report

Agenda Item No.: 2023-35-
Submitted by: Terry Savary
Submitting Department: Administration
Meeting Date: March 21, 2023

SUBJECT
Department Monthly Report

Recommendation:

Item Summary:

ATTACHMENTS
-

Board of Commissioners Agenda Item Report

Agenda Item No.: 2023-36-
Submitted by: Terry Savary
Submitting Department: Administration
Meeting Date: March 21, 2023

SUBJECT
Wake County Tax Release

Recommendation:

Item Summary:

ATTACHMENTS
-

Board of Commissioners Agenda Item Report

Agenda Item No.: 2023-34-
Submitted by: Terry Savary
Submitting Department: Administration
Meeting Date: March 21, 2023

SUBJECT
Commissioner Reports

Recommendation:

Item Summary:

ATTACHMENTS
-

Board of Commissioners Work Session Agenda Item Report

Agenda Item No.: 2023-13-
Submitted by: Aileen J. Staples
Submitting Department: Finance
Meeting Date: March 7, 2023

SUBJECT
Discussion of update to Cost of Service Study and Electric Rates

Recommendation:

Item Summary:

ATTACHMENTS

-

Board of Commissioners Work Session Agenda Item Report

Agenda Item No.: 2023-24-
Submitted by: Jeanette Johnson
Submitting Department: Public Works
Meeting Date: March 7, 2023

SUBJECT
Consideration of Approval of Residential Solid Waste Collection and Disposal for the Town of Wake Forest Service Contract

Recommendation:
Approval of recommended firm for Residential Solid Waste Collection and Disposal for the Town of Wake Forest Services. The following firm is recommended by the evaluation team: Republic Services of North Carolina, LLC.

Item Summary:

ATTACHMENTS

- Summary_Solid Waste RFP_Final.pdf
- Exhibit #1_Attachment A_Resolution Approval of Acceptance_2023 RFP Proposal for Residential Solid Waste Collection and Disposal for the Town of Wake Forest.pdf
- Exhibit #2_Attachment B_Staff Report.pdf
- Exhibit #3_Attachment C_Residential Solid Waste Collection and Disposal for the Town of Wake Forest Presentation for RFP Process and Pricing
- Exhibit #4_Attachment D_Evaluation and Scoring Manual_RFP_SW.pdf
- Exhibit #5_Attachment E_Evaluation Team Score Average.pdf
- Exhibit #6_Attachment F_Republic Services of North Carolina, LLC Sample Contract and Staff Requested Contract Additions to be Added during the Official Contract Process

ITEM TITLE: Consideration of Approval of Residential Solid Waste Collection and Disposal for the Town of Wake Forest Services Contract

ITEM SUMMARY: The following firm is recommended by the evaluation team based on the "Best Value" definition:

- Republic Services of North Carolina, LLC

ATTACHMENTS: Exhibit #1 – Resolution to Award - Residential Solid Waste Collection and Disposal for the Town of Wake Forest

Exhibit #2 – Staff Report - Residential Solid Waste Collection and Disposal for the Town of Wake Forest

Exhibit #3 - Residential Solid Waste Collection and Disposal for the Town of Wake Forest Presentation for RFP Process and Pricing

Exhibit #4 – Evaluation and Scoring Manual- Residential Solid Waste Collection and Disposal for the Town of Wake Forest

Exhibit #5- Evaluation Team Score Average - Residential Solid Waste Collection and Disposal for the Town of Wake Forest

Exhibit #6 – Republic Services of North Carolina, LLC Sample Contract and Staff Requested Contract Additions to be Added during the Official Contract Process

SPECIFIC ACTION REQUESTED: Recommend approval

RESOLUTION 2023- XX

A RESOLUTION AUTHORIZING THE TOWN MANAGER TO EXECUTE ON BEHALF OF THE TOWN OF WAKE FOREST, THE SERVICES AGHREEMENT CONTRACT FOR RESIDENTIAL SOLID WASTE COLLECTION AND DISPOSAL FOR THE TOWN OF WAKE FOREST

WHEREAS, town wide solid waste collection agreements are an effective way to standardize town wide solid waste collection and better ensure that the Town's collection needs are accomplished in a cost-effective and successful manner that meets Town's standards; and

WHEREAS, consistent with the Town's purchasing policy, on October 31, 2022, the Town published a Request for Proposals inviting interested firms to submit; and

WHEREAS, three proposals were submitted on January 20, 2023 to the Town; and

WHEREAS, on January 26, 2023, an evaluation team met to review the evaluation process and determine a score for each proposal based on various categories found in the original Request for Proposal; and

WHEREAS, the requested final score sheets from each evaluator was submitted by February 1, 2023 to the evaluation advisor for the scores to be calculated and averaged; and

WHEREAS, the average score of the evaluators for the definition of "Best Value" resulted in Republic Services of North Carolina, LLC having the highest score for their proposal as the most suitable company for the Town's solid waste program; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Town of Wake Forest, North Carolina, awards Republic Services of North Carolina, LLC with the "Best Value" proposal for the Residential Solid Waste Collection and Disposal for the Town of Wake Forest request for proposals and approves of the Town's Residential Solid Waste Collection and Disposal services to be awarded to Republic Services of North Carolina, LLC with the development of a new services contract.

Adopted this 7th day of March 2023.

ATTEST:

(Town Clerk)

Motion by: _____

Second by: _____

Mayor: _____

STAFF REPORT

To:	**Board of Commissioners**
Date:	**March 7, 2023**
Case:	**Residential Solid Waste Collection and Disposal for the Town of Wake Forest**
Prepared By:	**Jeanette Johnson, Sustainability Coordinator**

PURPOSE:

To authorize the Town Manager to negotiate Residential Solid Waste Collection and Disposal for the Town of Wake Forest Services contract with the following firm: Republic Services of North Carolina, LLC

BACKGROUND INFORMATION:

The Public Works Department is requesting to contract Residential Solid Waste Collection and Disposal for the Town of Wake Forest services to support current solid waste collection services by providing resources, equipment, staff, experience and more to Town solid waste curbside collections. This includes, but is not limited to, municipal solid waste curbside collection, municipal recycling curbside collection, municipal bulk collection, solid waste disposal, recycling processing handling, liability of operations, and more.

The services will be utilized to provide all eligible households with curbside solid waste collections which includes but is not limited to, municipal solid waste curbside collection, municipal recycling curbside collection, municipal bulk collection, solid waste disposal, recycling processing handling, liability of operations, and more. There are cost commitments associated with these services of approximately $3,780,344 per the proposal. Costs are subject to vary based on processing fees and operations cost increase per the CPI. On October 31, 2022, staff advertised a Request for Proposals (RFP) for Residential Solid Waste Collection and Disposal for the Town of Wake Forest. The deadline for proposal submission was January 20, 2023, at 2pm.

EVALUATION TEAM ANALYSIS:

The proposals were evaluated based on:

1. Required Information (20%)
2. Technical Ability (40%)
3. Past Performance (20%)
4. Financial Ability (10%)
5. Interviews with Key Staff (10%)
   * The evaluation team did not find an Interview with any of the proposing firms necessary due to the quality of information provided in the proposals. The evaluation team scored withing the score requirements for this circumstance. *

There were three (3) proposals submitted. Each met the requirements for submission and were evaluated by the evaluation team using criteria 1 through 5. The internal review of each proposal was done by a review team from Public Works. One (1) of the three (3), were selected by the committee to be recommended for Residential Solid Waste Collection and Disposal for the Town of Wake Forest. The firm selected by the evaluation team, based on their scores in regards to “Best Value” service, was Republic Services of North Carolina, LLC.

EVALUATION TEAM COMMENTS:

The evaluation team provided many comments in the evaluation process that they recorded throughout the evaluation process. The Reviewer Notes page will be listed below:

ATTATCHMENT 2: REVIEWER NOTES – PAGE 2

Use this sheet to record any notes while you read and evaluate proposals. All notes become part of the procurement history file.

RFP Evaluation Notes

Justification for some of the lower scores noted on the evaluation

- Cover letter from Wall Recycling states they are excited to provide trash and recycling services, but the rest of the cover letter describes their company and does not describe the services that the company is providing, much less any exceptions or additions
- For the organizational information, GFL provided the name of a contact, a general manager, but not any more information such as whom the town may be working directly with, an organizational chart with titles and other items.
- Throughout the RFP process, Wall Recycling had called in with questions and requested information by means other than those specifically noted in the RFP.
- In their bid, Wall Recycling did not list the Landfill/transfer information as requested in the RFP, for this reason they did not provide the information requested.
- During the pre-bid tour, the representative from Wall Recycling voiced concerns about some of the alleys within the town that will need service for trash and recycling.
- For the total scope of work, Wall Recycling made very little note of the ability to service bulk pickup, while both Wall and GFL made no mention of the collection assistance program. Republic, GFL and Wall made no mention of the reimbursement or avoidance of lost and/or damage to town carts.
- In regards to staffing needs, Wall Recycling did not clearly layout the amount of personnel they would be utilizing for the different aspects of the RFP, including trash, recycling, bulk, and collection assistance.
- From program match, the RFP mentions at least twice about the importance of our collection assistance program (CAP). Neither Wall nor GFL address CAP in their bids, references, or past experience.
- For current alignment of service, Wall Recycling has vague mention of bulk, how it will be serviced and alignment to current service days for bulk.
- For proposed equipment, Wall made mention of the ability to purchase vehicles, but did not mention how many, types, maintenance, or other details of what fleet will service the Town of Wake Forest for the required services.
- For references, they were all acceptable for each vendor, though Wall's references were from commercial service clients and not from any where daily residential service was provided.
- Overall, based on the 'best value' of the services bid by each vendor, including price, experience, description of services and potential to provide quality service to the residents of the Town of Wake Forest, Republic's bid is the best for the Town of Wake Forest.

16 | Town of Wake Forest

EVALUATION TEAM RECOMMENDATION:

The evaluation team recommends the approval of the resolution to authorize the Town Manager to execute a Services Agreement contract for Residential Solid Waste Collection and Disposal for the Town of Wake Forest Services with Republic Services of North Carolina, LLC. Upon approval, the firm will sign an Agreement for services with the Town for 36 months with the option for renewal at the end of the term.

TOWN OF WAKE FOREST PUBLIC WORKS

March 7, 2023

TOWN *of* WAKE FOREST

Residential Solid Waste Collection and Disposal for the Town of Wake Forest

Evaluation Process, Price Comparison, Program Comparison, Program Maintenance, and more.

RFP
Evaluation Process

- Proposals were compiled into manageable formats for evaluation team.
- Evaluation team met to score each proposal based on the criteria found in the RFP. Sections for evaluation include –
  - Required Information
  - Technical Ability
  - Past Performance
  - Financial Ability
  - Interviews with Key Staff

RFP
Evaluation Process

- Evaluation Team met with RFP/Evaluation Advisor to review the process and understand how to score for each section and the definition of “Best Value”.
- The Evaluation team reviewed each proposal for the RFP and discussed each section for individually decided scores.
- The scores from the Evaluation Team were averaged and the highest score was determined to be for the contractor whose services we would recommend.

Evaluation Team Score for Republic Services of North Carolina, LLC

The Evaluation Team scored for “Best Value” based on the RFP guidelines and overall proposed price.

STRATEGIC PLAN GOAL 3

STRATEGIC PLAN GOAL 1

STRATEGIC PLAN GOAL 4

Required Information 20%

49.67 / 50

Technical Ability 40%

89.68 / 100

Past Performance 20%

39.67 / 50

Evaluation Team Score for Republic Services of North Carolina, LLC

The Evaluation Team scored for “Best Value” based on the RFP guidelines and overall proposed price.

STRATEGIC PLAN GOAL 3

STRATEGIC PLAN GOAL 1

STRATEGIC PLAN GOAL 4

Financial Ability 10%

23.34 / 25

Interviews with Key Staff 10%

25 / 25

Total Score

227.36 / 250

Based on the averaged scores from the Evaluation Team for the Residential Solid Waste Collection and Disposal for the Town of Wake Forest –

The Public Works Department recommends the Board approve Republic Services of North Carolina, LLC to provide Residential Collection and Disposal for the Town of Wake Forest Based on “Best Value” (Services Match Capabilities & Price).

Town of Wake Forest Solid Waste Collection Service Fees

Currently, the Town charges a total of $21 per month for Solid Waste Collection Fees.

Any needed increases will be reflected in FY23-FY24 Budget for review. It is recommended the Town increase the cost of Solid Waste Collection Services monthly fee per household to sustain the Town's solid waste collection program.

Municipal Solid Waste

$11.00 per residence

Current Town Price – $12.24

Future Town Price – $13.77

Currently, the cost difference per household is -$1.24 and with the proposed cost will be -$2.77.

Recycling

$5.00 per residence

Current Town Price – $4.46

Future Town Price – $5.47

Currently, the cost difference per household is +$.54 and with the proposed cost will be -$.47.

Yard Waste

$5.00 per residence

Yard Waste Collection is an internal program through the Town of Wake Forest's Public Works Department.

TOWN *of*
WAKE FOREST

Thank You!

wakeforestnc.gov

Town of Wake Forest Public Works

TOWN *of* WAKE FOREST

Evaluation and Scoring Manual:

Residential Solid Waste Collection and Disposal for the Town of Wake Forest

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TOWN *of* WAKE FOREST

Request for Proposals Scoring Manual and Score Sheets: Residential Solid Waste Collection and Disposal for the Town of Wake Forest

Town of Wake Forest, NC

Public Works Department

Thursday, January 26, 2022

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RFP SCHEDULE

Table 1 Procurement Schedule	
Activity	Date
RFP Released	October 31, 2022
Mandatory Pre-Proposal Conference & Tour	November 18, 2022
Mandatory Tour of Bidder's Material Recovery Facility Location	December 15, 2022
Last Day to Submit Questions	December 16, 2022 by 5:00 pm
Addenda to RFP Issued (Anticipated and if necessary)	December 30, 2022
Proposals Due	January 20, 2023 by 2:00 pm
Interview Qualified Contractors	Late January 2023 (Tentative)
Recommendations to Board of Town Commissioners	February 2023
Award of Services	February 2023 (Tentative)
Contract Agreement Approval Finalization Deadline	March 31, 2023
Transition Period	October 2, 2023
Start Services	November 1, 2023

PURPOSE AND BACKGROUND

The Town of Wake Forest is seeking proposals for residential curbside collection and disposal services throughout the Town.

The Town of Wake Forest supplies services to over 16,000 households having a minimum of two carts (one trash, one recycle) each. Solid waste collection is a vital component to infrastructure support for community members. Our collections program provides community members with the Solid Waste services needed to thrive in the Town.

Required waste collection and hauling services include the collection of curbside trash, recycling, and bulk waste for over 16,000 households throughout the Town. Hauling business should also have the capabilities required to maintain vehicles and clean up after them if necessary.

Proposals shall be submitted in accordance with the terms and conditions of the RFP provided and any addenda issued hereto.

GENERAL INFORMATION

Request For Proposal Document

The RFP is comprised of the base RFP document, any attachments, and any addenda released before Contract award. All attachments and addenda released for this RFP in advance of any Contract award are incorporated herein by reference.

Notes on the RFP Terms and Conditions

It shall be the Vendor's responsibility to read the Instructions, the State's terms and conditions, all relevant exhibits and attachments, and any other components made a part of the RFP, and comply with all requirements and specifications herein. Vendors also are responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with the RFP.

If Vendors have questions, issues, or exceptions regarding any term, condition, or other component within this RFP, those must be submitted as questions in accordance with the instructions in the RFP. Questions must be emailed to rdriver@wakeforestnc.gov and jjohnson@wakeforestnc.gov.

OVERVIEW AND BEST VALUE DEFINITION

This manual defines the evaluation, scoring process, and procedures to be applied by the Town of Wake Forest ("Town") to proposals received in response to the Request for Proposals for Solid Waste, Recyclables, and Bulk Hauling and Disposal Services ("RFP") - Residential Solid Waste Collection and Disposal for the Town of Wake Forest.

Proposals must conform to the specifications described in the RFP.

The Town's primary desire in this procurement is to ensure that an award of contract will be made based on the highest quality of service proposed that best matches the Town's requirements using "Best Value" methodology as well as consideration for ability of continuation of current services provided by the Town.

Best Value is defined as follows:

> *"Best Value" is a selection process in which proposals contain both price and qualitative components, and award of contract is based upon a combination of price and qualitative considerations. Qualitative considerations may include technical design, technical approach, quality of proposed personnel, ability to provide already established services, and/or management plan. The award selection is based upon consideration of a combination of technical, service, and price factors to determine (or derive) the offer deemed most advantageous and of the greatest value and continuation of current services to the Town.*

EVALUATION APPROACH

Technical proposals will be evaluated first. The technical evaluation will include evaluation of the offeror's: (1) technical ability; (2) past performance (reference checks); (3) financial ability; and (4) **interviews with key management staff.**

Evaluators should use the attached form to evaluate the technical proposals. Evaluators will be focusing on the proposals capability to match the Town's current program and possibly even improve program services. Some elements of the technical evaluation will rely on reports from other individuals. Evaluators will also be taking pricing into consideration.

TIME FRAME

In order to maintain our procurement schedule, we ask that evaluators attend a meeting with the evaluation advisor on January 26, 2023, at 1:00 PM at 234 Friendship Chapel Rd, Wake Forest, NC 27587. Evaluations should be submitted by February 6, 2023, by 3:00 PM on paper to Jeanette Johnson.

EVALUATION TEAM

The Evaluation Team that will evaluate the proposals will consist of three Town staff members familiar with the evaluation and scoring of technical documents. Evaluation Team members will be assigned a numerical evaluator's number to be entered onto scoring sheets completed by each Evaluation Team member; Names of evaluators will not be used on raw scoring documents, notebooks/note pads or other proposal evaluation materials issued to the evaluators. Evaluation Team members will be required to read and sign the Declaration Concerning Conflict of Interest and Confidential Information form prior to receiving any procurement documentation (included herein as Form 1).

The evaluation team will be assigned an advisor to explain the process of evaluation as well as explain the Town's program needs and review the events of the RFP process that may be relevant through the scoring and evaluation process.

Attachment 1 is the Evaluation Team form. Evaluation members will not be disclosed until the procurement process is completed.

SCORING PROPOSALS

It is recommended that each evaluator read the published RFP and Addendums first as well as each proposal first. Then, do your scoring during a second read of each proposal.

In each category, the maximum number of points that can be awarded is listed in the second column. T

- If an offeror met all the technical standards required in the proposal, one-half of the points should be awarded.
- If a proposer excels in addressing each requirement and offers a superior value, award up to the maximum number of points, at the evaluator's discretion.
- If a proposer addresses all technical requirements but fails to achieve a level of accomplishment in describing how it will perform under the contract, award less than one-half of the points at the evaluator's discretion.

To assist in the evaluation process, we have attached the RFP.

You may use the attached blank sheet to record key notes during your review. It would be particularly helpful if you added notations regarding superior scores or scores that are lower than average. As the written procurement file will contain both your evaluation score sheet and notes, please return both documents/pages when complete.

ATTACHMENT 1: RFP EVALUATION SCORING SHEET

A rating reference will be provided for each section. The exact rating reference number does not have to be utilized. Any number between 0 and the maximum point number may be utilized for scoring. Please score to the closest whole number of your score.

The advisor for the process, Jeanette Johnson, may be a final determining factor in the case of a tied score between proposing vendors.

Evaluation Factor	Max Point	Proposer Company			
		Republic	GFL	Wall	N/A – Leave Blank
Required Information (20%)					
Evaluate this factor based on information provided by the Evaluation Advisor and refer to RFP Sections "Selection Process" and "Instructions to Bidders"					
Cover letter accompanying that company's submittal is in response to the RFP. ***10=Provided exact necessary information;*** ***7= Provided Cover Letter with most necessary information;*** ***5= Provided Cover Letter with some necessary information;*** ***3=Provided Cover Letter but neglected necessary information;*** ***0=Cover Letter was not provided***	10				
Organizational Information: company's legal name; address; phone; fax; website, email address. Organizational chart with titles and names of positions. ***5=Organizational Information was provided exactly as necessary;*** ***3= Some organizational information was provided as necessary;*** ***0= No organizational information was provided***	5				
Ability to follow directions listed in the RFP throughout the RFP Process ***10= Followed instructions for submission per exact request as stated in the referenced sections;*** ***7=Followed most instructions per exact request;*** ***5= Followed some instructions per exact request;*** ***3=Followed few instructions per exact request;*** ***0= Followed no instructions per exact request***	10				

Provided all information in the format requested. ***5= Information given was formatted exactly as requested;*** ***3= Some Information given was formatted exactly as requested;*** ***0= No Information given was formatted exactly as requested***	5				
Did they complete the MRF tour? ***10= Completed the MRF tour and has excellent presentation throughout the tour;*** ***5= Provided MRF tour but many questions were still left unanswered;*** ***0= Did not complete the required MRF tour***	10				
Did they complete the pre-bid tour? ***10= Completed the pre bid meeting and was confident in their ability to manage difficult collection areas;*** ***5= Attended pre bid meeting but did not seem confident in their ability to handle difficult collection areas;*** ***0= Did not complete the required pre bid meeting***	10				
Subtotal – Required Information	**50**				
Technical Ability (40%)					
Evaluate this factor based on your review of the technical proposal and refer to RFP sections "Scope of Work and Contract Requirements".					
1. Qualifications Refer to all sections in the RFP for "Scope of Work and Contract Requirements" ***20= Organization proposal exceeds qualification requirements of the Town;*** ***15= Organization proposal meets qualification requirements of the Town;*** ***10= Organization proposal meets most qualification requirements of the Town;*** ***5= Organization proposal meets some requirements of the Town;*** ***0= Organization proposal does not meet the requirements of the Town***	20				
2. Proposed Personnel and Staffing Refer to Section M in the RFP for "Scope of Work and Contract Requirements"	20				

20= Personnel and Staffing exceeds qualification requirements of the Town; 15= Personnel and Staffing meets qualification requirements of the Town; 10= Personnel and Staffing meets most qualification requirements of the Town; 5= Personnel and Staffing meets some requirements of the Town; 0= Personnel and Staffing does not meet the requirements of the Town					
3. Program Match – Can they provide the services we advertise to the community? Refer to Section C in the RFP for "Scope of Work and Contract Requirements" ***10= Organization's ability to match the Town's program exceeds qualification requirements of the Town; 7= Organization's ability to match the Town's program meets qualification requirements of the Town; 5= Organization's ability to match the Town's program meets most qualification requirements of the Town; 3= Organization's ability to match the Town's program meets some requirements of the Town; 0= Organization's ability to match the Town's program does not meet the requirements of the Town***	10				
4. Proposed Alignment with current Service Refer to Sections H-J; N; T; X; Y in the RFP for "Scope of Work and Contract Requirements" ***20= Organization's ability to align with current services exceeds requirements of the Town; 15= Organization's ability to align with current services meets qualification requirements of the Town; 10= Organization's ability to align with current services meets most***	20				

qualification requirements of the Town; ***5= Organization's ability to align with current services meets some requirements of the Town;*** ***0= Organization's ability to align with current services does not meet the requirements of the Town***					
5. Risks and Added Value Assessment Refer to Sections D; O-W; Z in the RFP for "Scope of Work and Contract Requirements" ***10= Proposal for this section exceeds requirements of the Town;*** ***7= Proposal for this section meets requirements of the Town;*** ***5= Proposal for this section meets most requirements of the Town;*** ***3= Proposal for this section meets some requirements of the Town;*** ***0= Proposal for this section does not meet the requirements of the Town***	10				
6. Proposed Maintenance and Equipment Capabilities Refer to Sections G; L in the RFP for "Scope of Work and Contract Requirements" ***20= Organization proposal for this section exceeds qualification requirements of the Town;*** ***15= Organization proposal for this section meets qualification requirements of the Town;*** ***10= Organization proposal for this section meets most qualification requirements of the Town;*** ***5= Organization proposal for this section meets some requirements of the Town;*** ***0= Organization proposal for this section does not meet the requirements of the Town***	20				
Subtotal – Technical	**100**				

Past Performance (20%)					
Evaluate this factor based interviews with references that will be provided by the Evaluation Advisor and refer to RFP Sections "Selection Process"					
Reference Checks Refer to Sections A; B in the RFP for "Selection Process" ***50= References exceeded expectations for information regarding the proposing company;*** ***40= References meet expectations for information regarding the proposing company;*** ***30= References meet most expectations for information regarding the proposing company;*** ***20= References meet some expectations for information regarding the proposing company;*** ***10= References meet little to no expectations for information regarding the proposing company;*** ***0= No references were provided for review***	50				
Subtotal – Past Performance	**50**				
Financial Ability (10%)					
Evaluate this factor based on report to be comparable to surrounding services and costs of services and refer to RFP Sections "Scope of Work and Contract Requirements".					
Financial Ability and Risk Ranking Refer to Sections A; B; E; F in the RFP for "Scope of Work"; Evaluator should also take proposed price into consideration for this section. ***25= Proposed information provided exceeds expectations;*** ***20= Proposed information provided meets expectations;*** ***15= Proposed information provided almost meets expectations;*** ***10= Proposed information provided hardly meets expectations;*** ***5= Proposed information provided meets little to no expectations;*** ***0= Not enough information was provided for review***	25				
Subtotal – Past Performance	**25**				
Interviews with Key Staff (10%)					
Evaluate this factor based on vendor interviews.					
Interviews with Key Staff Refer to Sections C in the RFP for "Selection Process" *If no interview is necessary due to quality of proposal information – Please input 25 for fulfilled information. *	25				

25= Information provided exceeds expectations and no interview is required; ***20=Information provided from interview meets expectations;*** ***15= Information provided from interview almost meets expectations;*** ***10= Information provided from interview hardly meets expectations;*** ***5= Information provided from interview meets little to no expectations;*** ***0= Not enough information was provided for before or during an interview***					
Subtotal – Interviews	**25**				
Total – All Evaluation Points	**250**				

Evaluator Number: _____ **Date Evaluation Completed: _____**

ATTATCHMENT 2: REVIEWER NOTES

Use this sheet to record any notes while you read and evaluate proposals. All notes become part of the procurement history file.

ATTATCHMENT 2: REVIEWER NOTES – PAGE 2

Use this sheet to record any notes while you read and evaluate proposals. All notes become part of the procurement history file.

ATTACHMENT 3: EVALUATION TEAM FORM

Evaluation Meeting Information & Form

Location:	234 Friendship Chapel Rd, Wake Forest, NC 27587
Time:	1:00 PM – 3:30 PM
Date:	Thursday, January 26, 2023

Advisor Name:	Jeanette Johnson
Advisor Signature:	
Date Signed:	Thursday, January 26, 2023

1	Evaluator Name:	
	Evaluator Assigned Number:	1
	Evaluator Signature:	
	Date:	Thursday, January 26, 2023
2	Evaluator Name:	
	Evaluator Assigned Number:	2
	Evaluator Signature:	
	Date:	Thursday, January 26, 2023
3	Evaluator Name:	
	Evaluator Assigned Number:	3
	Evaluator Signature:	
	Date:	Thursday, January 26, 2023

ATTACHMENT 4: RFP AND ADDENDUMS

TOWN *of* WAKE FOREST

RFP #: 2022-0001

Residential Solid Waste Collection and Disposal for the Town of Wake Forest

RFP Issue Date: October 31, 2022
Mandatory Pre-Bid Conference and Tour: November 18, 2022
Mandatory Tour of Bidder's Material Recovery Facility Location: November 29, 2022
Proposal Submission Deadline: January 6, 2023 by 2:00 pm

Issuing Department:
Town of Wake Forest, Public Works Department
Jeanette Johnson
Sustainability Coordinator
234 Friendship Chapel Rd
Wake Forest, NC 27587
jjohnson@wakeforestnc.gov

All inquiries for information concerning the Request for Proposals shall be directed to:
Randy Driver, Purchasing Manager
Town of Wake Forest
243 Friendship Chapel Rd
Wake Forest, NC 27587
919-435-9474
rdriver@wakeforestnc.gov

Sealed proposals shall be mailed, or hand delivered to Wake Forest Purchasing Department at the address shown above and the envelope shall include the name and number of this Request for Proposals. It is the sole responsibility of the Firm to ensure that its response reached the Town of Wake Forest Purchasing Department by the designated date and hour indicated above.

In compliance with the Request for Proposals and to all the terms and conditions imposed herein, the undersigned offers and agrees to furnish the services described in accordance with the attached signed response.

Firm Name: _____

Address: _____

_____

Date:_____

Phone:_____

Name (Print): _____

Signature: _____

REQUEST FOR PROPOSALS SCORING MANUAL AND SCORE SHEET

RESIDENTIAL SOLID WASTE COLLECTION AND DISPOSAL FOR THE TOWN OF WAKE FOREST

Introduction

The Town of Wake Forest (hereinafter, "the Town") Solid Waste Collection services are a consistent year-round collection. Both trash and recycling are collected on a weekly basis for all residents and bulk is collected weekly on a scheduled basis. In fiscal year 2020-2021, solid waste collection tonnages totaled to 17,087.57 tons and was a total of 16,391.14 tons in fiscal year 2021-2022.

Scope of Work and Contract Requirements

A. The Town desires to contract with a firm(s) or organization(s) (hereinafter, "the Contractor") that provide solid waste residential collections, hauling, and disposal services. The term of this agreement will be for a minimum of a 3 (three) year (36 months) period beginning November 1, 2023, and concluding on or after October 31, 2026, with the option of a contract renewal at the discretion of the Town of Wake Forest.

B. Contractor must follow and abide by all Miscellaneous Terms and Conditions found in Attachment 1 titled "Miscellaneous Terms and Conditions".

C. The firm must be able to complete the details of service as follows:

   i. Complete weekly collection of trash and recycling for 16,283 homes with a current monthly household increase of about 70 new homes a month (840 additional homes per year currently)

   ii. Bulk Collection once a week for scheduled households - on Tuesdays (for items such as furniture, non-freon containing white goods, rugs, lawn mowers, grills, etc. – HHW classified items, freon containing units, other hazardous materials are not accepted)

   iii. Capable of collecting recyclable materials the Town of Wake Forest already accepts for curbside collections (household recyclables)

   iv. Alley Way collection for qualifying subdivisions requiring smaller trucks to prevent damages to communities

   v. Collection assistance (backdoor service with carts completely returned to destination) for residents that require assistance (currently less than 100 households)

   vi. Complete weekly routes for trash and recycling and weekly scheduled bulk collection consistently

   vii. Complete weekly routes, in full, regardless of delay circumstances; delays are acceptable but full cancellation of the service is not

   viii. Work on already established routes the Town has in place for all trash, recycling, alley way services, and collection assistance program addresses

ix. Alley Way truck for alley way collections

x. Supply an adequate number of vehicles and staff to complete weekly collections

xi. Services to take place Monday-Friday starting no earlier than 7:00 AM

xii. Can service 96-gallon Toter carts and 48-Gallon Toter Carts

D. Contractor must be able to follow current rules and guidelines of the Town's program. The Town would like to keep the program the same as it currently is.

E. The Contractor may contain a provision providing for defaults in the service of the contract. Three months' notice will be given to cure all defaults in the service of the contract, or an option of termination will be used.

F. The final contract will include an annual adjustment for inflation based on an established (Consumer Price index) or other such adjustment.

   i. Pricing update and adjustment for the Town shall take place at the beginning of each fiscal year starting July 1 of each year. The Town shall be notified no later than January 1 of each year in order to make proper accommodations for adjustments.

G. The Contractor will provide adequate equipment to be utilized in the weekly residential collection of trash, recycle, and bulk waste. The Contractor will ensure there are additional vehicles in the circumstance a vehicle is not functioning or causing damages to roadways.

H. The Contractor assumes all ownership and liabilities associated with the waste including the waste itself, transportation, and discharge of the waste at the approved facility both during and after collection.

I. The Contractor is required to operate within the Town's Noise Ordinance guidelines and cannot operate during quiet hours. If Contractor starts services prior to 7:00 AM Monday-Friday, a request to return will be made.

J. The Contractor shall abide by and adhere to the Town's Solid Waste Ordinance in addition the County's Solid Waste Operations Plans and rules. Failure to comply will result in substantial fines to be determined by the executed contract.

K. The Contractor must comply with all rules and regulations established by local, state, and federal laws. The Contractor shall be responsible for all permits required to provide this service.

L. The Contractor will provide all solid waste collection, hauling, and disposal services. The Contractor must provide enough vehicles and staff to collect all solid waste needs throughout the week within the collection needs of the Town.

M. he Contractor shall designate a contact person or persons and provide contact information, including email, phone number, etc. where the individual(s) can always be reached during collection times, including holidays and weekends. The Contractor shall also supply contact information for the supervisor and dispatcher of the truck drivers for the Town. The contact person(s) just be able to review information for solid waste collections and provide feedback, as well as, to report any complaints or issues.

   I. The contact shall communicate issues, complaints, delays, and other program relevant data to the Town immediately upon becoming aware of the issue/topic

   II. The Contractor shall provide an annual schedule of holiday delays and interruptions the 1st of January every year

   III. The Contractor must notify the Town of any changes in collection no less than 24 hours in advance with the exception of equipment failure at which point the Contractor should notify the Town immediately

N. The contactor must be equipped and ready to initiate the solid waste collecting, hauling, disposal, and management the Start Service date shown in the included Procurement Schedule, Table 1.

O. The Contractor shall not sublet or assign this contract in whole or part without a written authorization from the Town.

P. The Contractor is required to follow the local interlocal agreement between Wake County and other surrounding municipalities including the Town of Wake Forest. The Contractor is required to follow the guidelines within this agreement including required location of disposal of product. Information for the Interlocal Agreement can be obtained through the Wake County Public Records Request Page (https://wakecounty.nextrequest.com/). Questions may be able to be answered by contacting the issuing department.

Q. Compliance with Laws: The Contractor shall conduct operations under this contract in compliance with all applicable laws.

R. The Contractor shall not discriminate against any person because of race, sex, age, race color, or national origin. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest agrees as follows:

   i. 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: Compliance with Regulations: The Contractor shall comply with the Regulation relative to nondiscrimination in Federally assisted programs of the Town of Wake Forest 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.

ii. 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.

iii. 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.

iv. 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. Whereas 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.

v. 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:

i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or

ii. cancellation, termination, or suspension of the contract, in whole or in part.

II. 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.

S. The Contractor will indemnify, save harmless, and exempt the Town, its officers, agents, and employees from and against any and all law suites, actions, legal proceedings, claims, demands, costs, expenses, and attorney's fees incident to any work done in the performance of the contract arising out of a willful or neglect act or omission of the Contractor, its officers, agents, and employees; provided, however, that the Contractor shall not be liable for any suites, actions, legal proceedings, claims, demands, damage costs, expenses, and attorney's fees arising out of a willful or neglect act or omission of the Town, its officers, agents, and employees.

T. Ensures proper disposal of materials in accordance to NC G.S. 130A-309.10 and other related regulations and laws and provide documentation of proper disposal and management when/if requested.

U. The Contractor shall obtain and maintain all licenses and permits (other than the license and permit granted by the contract) and promptly pay all taxes, fees, and other documents required by the state of North Carolina, Wake County, and the Town of Wake Forest.

V. The Contractor shall, at all times during the contract, maintain, in full force and effect Workers Compensation including Employers Liability, Commercial General Liability including products ad completed operations, specific contractual coverage to this agreement, Commercial Automobile Liability all through insurance carriers licensed in the state of North Carolina, with an AM Best Financial Rating of A-10 or better.

   i. Before commencement of work hereunder, the Contractor agrees to furnish the Town certificates of insurance on the current standard ACCORD Certificate of Insurance Form listing the Town as an additional insured, and with the notification of cancellation provision to be amended to read "shall provide 30 days written notice should coverage be cancelled or having sustained a material change in coverage."

   ii. For the purpose of this contract, the Contractor shall carry the following types of insurance at a minimum of the limits specified below:

- Workers Compensation – Coverage A – Statutory Limits/ Coverage B – Employer's Liability $1,000,000/$1,000,000 Aggregate

- Commercial General Liability – Bodily Injury $1,000,000 each occurrence/ $3,000,000/ Annual Aggregate/ Property Damage $1,000,000 each occurrence/$3,000,000 /Annual Aggregate

- Commercial Automobile Liability- Bodily Injury $1,000,000 each person/ $3,000,000 each occurrence / Property Damage $1,000,000 each occurrence

- Excess/Umbrella Liability- following form minimum coverage $3,000,000 each occurrence

The above coverage may be provided by the Contractor's parent corporation.

W. The Contractor is responsible for the replacement/repair of any and all damages cause by the Contractors equipment and employees including any private residential property, vehicles, private business property, and Town property (including Town Carts that have been damaged or gone missing).

X. The Contractor shall provide educational tagging of carts (tags provided by the Town) when a violation is witnessed by the vehicle operator or vehicle attendee. The violations are in accordance with the Town's guidelines for violations.

   i. The Contractor shall provide a list of addresses where carts are in violation including a photo and description of the violation and of where carts are not out to service

   ii. The Contractor shall return to service an address if there is no proof of violation and if the resident is reporting a missed collection.

Y. The Town reserves the right to enforce penalties for lack of service from the Contractor including incompletion of weekly collection services, continued delays in service, negligence of collection for collection assistance program residents, damages of Town property, debris and littered not collected by Contractor, spills from collection program not cleaned or managed by the Contractor within 48 hours or reported spill, damages of residential properties not repaired/replaced, etc.

Z. The Contractor shall take title to and ownership of the Town's waste when the waste material is collected. The Contractor is solely responsible for collection and hauling of the collected waste to the approved dispose facility, for any cleanup costs for spillage, for litter control, for any liabilities arising out of accidents, and for any fees or fines connected with operations, transportation, or unloading. Additionally, the Contractor shall take title to and ownership of the Town waste upon its delivery to and burial at the landfill or delivery and processing to a Material Recovery Facility and its solely responsible for its disposal after that time, for all future closure and post closure costs, for any liabilities arising out of accidents or remediation activities, and for any fees or fines connected with landfill or recycling facility operations.

Procurement Schedule

The Town plans to adhere to the following procurement schedule to the extent possible. Changes to the procurement schedule shall be at the sole discretion of the Town. Table 1 provides the major milestones of the RFP process.

Table 1 Procurement Schedule	
Activity	Date
RFP Released	October 31, 2022
Mandatory Pre-Proposal Conference & Tour	November 18, 2022
Mandatory Tour of Bidder's Material Recovery Facility Location	November 29, 2022
Last Day to Submit Questions	December 16, 2022 by 5:00 pm
Addenda to RFP Issued (Anticipated and if necessary)	December 30, 2022
Proposals Due	January 6, 2023 by 2:00 pm
Interview Qualified Contractors	Early January 2023 (Tentative)
Recommendations to Board of Town Commissioners	January 2023
Award of Services	February 2023 (Tentative)
Contract Agreement Approval Finalization Deadline	March 31, 2023
Transition Period	October 2, 2023
Start Services	November 1, 2023

Selection Process

A. Evaluation

i. A mandatory pre-proposal conference and tour is scheduled to be held on November 18, 2022, at 9:00 AM, at the Town of Wake Forest Public Works Facility, 234 Friendship Chapel Rd, Wake Forest, NC 27587. Requests for conference calls will not be entertained. At the conference, representatives from the Town will be available to answer and explain the intent of this RFP. To the extent possible, the Town representatives will answer questions and concerns raised at that time. During this time, a tour of relevant program areas will be shown to help provide clarity on the needs of the collection program. After the conference, the Town representative will prepare and distribute, within one week of the end of question submittal period, written documentation to answer questions which were addresses at the conference that relate to the interpretation of, or changes to, the RFP documents that the Town or its representative deems appropriate for clarification.

ii. Representatives from the Town will have the central responsibility for reviewing and evaluating all proposals submitted in response to this document.

iii. A proposal may or may not be eliminated from consideration for failure to comply completely with one or more of the requirements, depending on their critical nature.

iv. In evaluating proposals, the Town will consider all qualifications and experience of the subcontractors. In addition, the Town will consider whether or not the proposals comply with the prescribed requirements and such data as may be requested in the Fee Form or prior to the Notice of Award.

v. The Town may conduct such investigations as the Town deems necessary to establish the responsibility, qualifications, and financial ability of the Contractor and proposed subcontractors to perform the work in accordance with the contract documents.

B. Factors of Evaluation

i. The following criteria will be used to the proposals:
   a. Completeness of information requested
   b. References and reputation of Contractor
   c. Quality and capability of organization
   d. Project Approach
   e. Suitability of disposal facility (as applicable)
   f. Cost
   g. Contract terms and conditions

   Note: The above order of criteria does not imply an order of importance

C. Interviews

i. The Town may select two or more Contractors on the basis of the aforementioned factors and request interviews to discuss in detail the project approach and services to be provided. The interview and the information obtained at that time will become as binding as the information in the proposal and shall be used to make the final determination of the Contractor.

D. Final Award

i. The Town reserves the right to reject any or all proposals, including, without limitation, nonconforming, non-responsive, unbalanced, or conditional proposals. The Town further reserves the right to reject the proposal of any Contractor whom it finds, after reasonable inquiry and evaluation, to lack the capabilities to adequately provide the services requested.

ii. The Town may also reject the proposal of any Contractor if the Town believes it would not be in the best interest of the program to make an award to that Contractor, The Town also reserves the right to waive all informalities including price or approach and to negotiate contract terms with the Contractor deemed to be most suitable for the work required.

If the contract/service is to be awarded, the Town will award the contract to the Contractor with the greatest overall benefit to the Town, price, and other factors considered.

Instructions to Bidders

A. Please complete the enclosed forms (Appendix 1 and Appendix 2) and submit sealed proposals to Town of Wake Forest Purchasing Department, Randy Driver, 234 Friendship Chapel Rd, Wake Forest, NC 27587 no later than 2:00 pm January 6, 2023.

   All proposals shall be sealed. The envelope containing the proposal will be clearly marked and identified as "RFP # 2022-0001: Proposal for Residential Solid Waste Collection and Disposal for the Town of Wake Forest". Please provide (1) original and (2) copies of the proposal. Electronic or faxed submissions will not be accepted.

B. All proposals shall contain explicit assurance that all conditions of service and contract requirements contained herein will be met.

C. The Contractor will provide rates in price per household per month for the completion of services for Residential Solid Waste Collection and Disposal for the Town of Wake Forest and the disposal of waste to approved Wake County facilities or recycling processing facility costs. This fee is fixed for a minimum of one year at the rate provided by the Proposer and as indicated in the Proposer's bid, (US dollars per household). Subsequently, any fuel expenses shall be calculated in the overall pricing. Please see the attached proposal form.

D. Any exceptions to the conditions or specifications required by this proposal shall be explicitly listed.

E. These are the minimum qualifications that a response must fulfill. However, exceptions to any conditions may be submitted as alternatives to the base proposal.

F. The Town reserves the right to reject any or all proposals.

G. The proposal shall contain the following information in the order presented herein:

   i. Letter of introduction: The letter of introduction shall briefly describe the services that the company is proposing and any special exceptions or additions to the program as described. The letter should be signed by a representative capable of binding the company to a contractual obligation.

ii. Description of Firm: This section should describe the company including (at a minimum) its location, number of offices corporately, length of time in business (both corporately and for the actual office which will complete the work), corporate structure, number of employees, and relationship to a parent company if it is subsidiary. If any subcontractors are used, the same information should be provided for all subcontractors. The description of the disposal facility should be included here and included (at a minimum) the name of facility, operator, permit number, date facility operations began, estimated date of closure, tons per day received, brief description of liner system and one way distance from the Town.

iii. Qualification of Firm: This section should provide descriptions on the firm's qualifications to complete the work as proposed. At a minimum, this section should include a description of why this firm is uniquely qualified to complete the work and descriptions of at least three (3) projects for which the firm is providing similar services. North Carolina references are preferred but not mandatory. The descriptions should provide information on the type of project, equipment and personnel required, location and contact, contract amount, and any unusual services provided to the customer that may be of interest to the Town. In addition, at least four (4) references should be provided with project name, contact person, phone number, address, and relationship to the firm. If any subcontractors are to be used, they must also provide information on their qualifications in similar details.

iv. Project Approach: This section should provide a description of the services to be offered and the personnel and equipment requirements.

v. Contractor's Bid Proposal and Qualifications Statement: The Contractor should complete the form provided in Appendix 1. The form shall be completed by each subcontractor as well.

vi. Contractor's Bid Proposal shall be binding, except where noted, for a period of ninety (90) days after proposal due day.

For more information on the bid process, please contact Randy Driver, Purchasing Manager, Town of Wake Forest Purchasing Department through his email at rdriver@wakeforestnc.gov. No phone calls, please.

For information on the services requested, please contact Jeanette Johnson, Sustainability Coordinator, Town of Wake Forest Public Works Department through her email at jjohnson@wakeforestnc.gov. No phone calls, please.

RFP#_____

Residential Solid Waste Collection and Disposal for the Town of Wake Forest

APPENDIX 1: BID PROPOSAL AND QUALIFICATION STATEMENT

Town of Wake Forest, NC

Proposal for Residential Solid Waste Collection and Disposal for the Town of Wake Forest

Name of Contractor:_____

Years in Business:_____

A. Fees

Collection, Hauling, and Disposal operations (including all personnel, equipment, disposal and any other related costs, fees or charges associated with this contract)

The Contractor shall complete the work in accordance with the required sections of the Request of Proposal for a fee of:

a. Monthly Collection Costs (MSW)
b. Monthly Collection Costs (Recyclables)

Collect, Haul, Disposal Residential Waste	Cost per Household Per Month
MSW	$
Recycling	$

c. Comments or Questions pertaining to costs:

_____
_____
_____
_____
_____
_____
_____
_____
_____

B. Subcontractors and Landfill Identification
(Contractor shall identify all Subcontractors and landfill facilities.)

List all Subcontractors, contact information and identify service(s) to be provided:

_____
_____
_____

_____
_____
_____
_____
_____

Landfill/ Transfer Station (List name, location, operator, permit holder, and permit number):

_____
_____
_____
_____
_____
_____
_____
_____

C. List the following information for three (3) recent contracts (if not listed separately) of this nature that you have completed or currently hold (to be completed by Contractor and all Subcontractors):

Contract: _____

Name, Address & Telephone of Contact: _____

_____

Contract: _____

Name, Address & Telephone of Contact: _____

_____

Contract and Cost: _____

Name, Address & Telephone of Contact: _____

_____

D. Have you ever failed to complete work awarded to you? If so, state where and why (to be completed by Contractor and for all Subcontractors):

_____
_____
_____
_____
_____
_____

_____

_____

E. Have you ever performed similar work under the direction of a Local Government? If so, list three such entities, giving a name, address, telephone number and the name of the project (List most recent projects) (to be completed by Contractor and all Subcontractors):

Local Government:_____

_____

Name, Address & Telephone of Contact:_____

_____

_____

Local Government:_____

_____

Name, Address & Telephone of Contact:_____

_____

_____

Local Government:_____

_____

Name, Address & Telephone of Contact:_____

_____

_____

Local Government:_____

_____

Name, Address & Telephone of Contact:_____

_____

_____

Local Government:_____

_____

Name, Address & Telephone of Contact:_____

F. Comments or Clarifications:

G. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Town or its representatives in verification of the recitals compromising this statement of Contractor's qualifications.

H. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the President and Secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name. It is absolutely necessary that this information be furnished.)

Legal Name of Contractor: _____

Type of Business (Corporation, Partnership, Individual): _____

_____

State of Incorporation (if applicable): _____

Principal Address of Business: _____

_____

Phone Number: _____

Names of Corporate Officers, Partners or Individuals: _____

_____

_____

_____

_____

Authorized Signature: _____

Printed Name Above: _____

Title: _____

Date: _____

Attest (Signature): _____

Printed Name Above: _____

Title: _____

Date: _____ (Seal)

REQUEST FOR PROPOSALS SCORING MANUAL AND SCORE SHEET

RESIDENTIAL SOLID WASTE COLLECTION AND DISPOSAL FOR THE TOWN OF WAKE FOREST

NON-COLLUSION AFFIDAVIT

State of North Carolina Town of Wake Forest

I _____, being first duly sworn, deposes and says that:

He/She/They is/are the _____of _____, the proposer that has submitted the attached proposal;

He/She/ They is/are fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;

Such proposal is genuine and is not a collusive or sham proposal;

Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, Employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm or person to submit a collusive or sham proposal in connections with the contract for which the attached proposal has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person to fix the price or prices in the attached proposal or of any other Proposer or to fix overhead, profit or cost element of the proposal price of any other Proposer or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Wake Forest or any person interested in the proposed contract; and

The price or prices quoted in the attached proposal are fair, proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

_____ _____

Signature Title

State of North Carolina
County of _____
Subscribed and sworn before me,
This _____day of _____, _____
_____
Notary Public
My commission expires _____

AFFIDAVIT OF COMPLIANCE WITH N.C. E-VERIFY STATUTES

State of North Carolina Town of Wake Forest

I, _____ (hereinafter the "Affiant"), being duly authorized by and on behalf of _____ (hereinafter "Contractor") after first being duly sworn hereby swears or affirms as follows:

1. Contractor understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with Article 2 of Chapter 64 of the North Carolina General Statutes; and
2. Contractor understands that an "Employer", as defined in NCGS§64-25(4), is required by law to use E-Verify to verify the work authorization of its employees through E-Verify in accordance with NCGS§64-26(a). The term "Employer" does not include State agencies, counties, municipalities, or other governmental bodies.
3. Contractor is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in the state of North Carolina. (mark Yes or No)
   a. YES _____
   b. NO _____
4. Contractor will ensure compliance with E-Verify to the extent applicable and will ensure compliance by any subcontractors subsequently hired by Contractor to perform work under Contractor's contract with Town of Wake Forest.

This ____ day of _____, 202__.

_____

Signature of Affiant

Print or Type Name: _____

State of _____

County of _____

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

day of _____, 202_.

My Commission Expires:

_____ _____

(Affix Official/Notarial Seal)

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type.
See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number

☐☐ – ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person ▶** **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

TOWN of
WAKE FOREST

Miscellaneous Terms and Conditions

(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.

Attachment 1 – Miscellaneous Terms and Conditions

(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) Standard Terms and Conditions. The Town of Wake Forest's Standard Terms and Conditions listed at: https://www.wakeforestnc.gov/sites/default/files/uploads/residents/finance/towf-standard-terms-and-conditions-final.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"). 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) 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.

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

(s) 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.

(t) 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.

(u) 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.

(v) 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.

(w) Public Record. This Contract or Agreement is subject to disclosure under the public records laws of the State of North Carolina.

REQUEST FOR PROPOSALS SCORING MANUAL AND SCORE SHEET

RESIDENTIAL SOLID WASTE COLLECTION AND DISPOSAL FOR THE TOWN OF WAKE FOREST

NOTICE TO BIDDERS

Sealed proposals will be received by the Town of Wake Forest Purchasing Department, 234 Friendship Chapel Road, Wake Forest, NC 27587 until Friday, January 6, 2023 at 2:00 p.m. for the following:

RFP # 2022-0001
Residential Solid Waste Collection and Disposal for the Town of Wake Forest

A mandatory pre-proposal conference and tour is scheduled to be held on Friday, November 18, 2022, at 9:00 a.m. at the Town of Wake Forest Public Works Facility, 234 Friendship Chapel Rd, Wake Forest, NC 27587**. All prospective bidders are required to attend.**

Copies of the proposal documents may be obtained by clicking on the RFP number and project name located in this ad.

The Town of Wake Forest reserves the right to reject any or all proposals and to make the award as deemed in the best interest of the Town of Wake Forest.

RFP # 2022-0001

Residential Solid Waste Collection and Disposal for the Town of Wake Forest

Addendum # 1

Due to requests for flexibility in scheduling MRF tours due to the holidays, the Town will conduct tours until December 15, 2022. Tours must be scheduled and approved by the Town of Wake Forest by November 29, 2022 @ 5:00 P.M. Please contact Jeanette Johnson at 919-435-9585 or jjohnson@wakeforestnc.gov to schedule.

END OF ADDENDUM

RFP # 2022-0001

Residential Solid Waste Collection and Disposal for the Town of Wake Forest

Addendum # 2

Due to holiday delays, the proposal deadline for RFP # 2022-0001 - Residential Solid Waste Collection and Disposal for the Town of Wake Forest will be extended until **January 20, 2023 at 2:00 PM.** As a result, the procurement schedule has also been adjusted to the following:

Table 1 Procurement Schedule	
Activity	Date
RFP Released	October 31, 2022
Mandatory Pre-Proposal Conference & Tour	November 18, 2022
Mandatory Tour of Bidder's Material Recovery Facility Location	December 15, 2022
Last Day to Submit Questions	December 16, 2022 by 5:00 pm
Addenda to RFP Issued (Anticipated and if necessary)	December 30, 2022
Proposals Due	**January 20, 2023 by 2:00 pm**
Interview Qualified Contractors	Late January 2023 (Tentative)
Recommendations to Board of Town Commissioners	February 2023
Award of Services	Late February 2023 (Tentative)
Contract Agreement Approval Finalization Deadline	March 31, 2023 by 3:00 PM
Transition Period	October 2, 2023
Start Services	November 1, 2023

Please contact Jeanette Johnson at 919-435-9585 or jjohnson@wakeforestnc.gov with any questions.

END OF ADDENDUM

ATTATCHMENT 5: REFERENCE QUESTIONAIRE GUIDE

TOWN *of* WAKE FOREST

REFERENCE QUESTIONAIRE FORM

RFP #2022-00001 - Residential Solid Waste Collection and Disposal for the Town of Wake Forest

Requested by Town of Wake Forest, NC

Name of Business information request is for: _____

This form is being submitted to your company for completion as a business reference for the company listed above. This form is to be returned to the Town of Wake Forest, Jeanette Johnson, via email jjohnson@wakeforestnc.gov no later than 3:00 PM, January 30, 2023 and MUST NOT be returned to the company listed above.

For questions or concerns, regarding this form, please contact the Town of Wake Forest point of contact above.

Company Providing Reference:_____

Contact Name & Title:_____

Contact Phone Number:_____

Contact Email Address:_____

Questions

1) In what capacity have you worked with this company in the past? If the company was under a contract, please acknowledge and explain briefly whether or not the contract was successful.
   Comments:_____
   _____
   _____
   _____

2) How would you rate this company's knowledge and experience?
   ___ 4 = Excellent __ 3 = Satisfactory __ 2 = Unsatisfactory __ 1 = Unacceptable
   Comments:_____
   _____
   _____
   _____

3) How would you rate the company's flexibility relative to changes in the scope and timelines?
___ 4 = Excellent __ 3 = Satisfactory __ 2 = Unsatisfactory __ 1 = Unacceptable
Comments:_____
_____
_____
_____

4) What is your level of satisfaction with documentation like reports, logs, daily data, rejected collections reports, etc. produced by the company on your behalf?
___ 4 = Excellent __ 3 = Satisfactory __ 2 = Unsatisfactory __ 1 = Unacceptable
Comments:_____
_____
_____
_____

5) How would you rate the dynamics/interaction between the company and your staff?
___ 4 = Excellent __ 3 = Satisfactory __ 2 = Unsatisfactory __ 1 = Unacceptable
Comments:_____
_____
_____
_____

6) Who were the company's principle representatives involved in providing your service and how would you rate them individually? Would you comment on the skills, knowledge, behaviors, or other factors on which you based the rating?
4 = Excellent 3 = Satisfactory 2 = Unsatisfactory 1 = Unacceptable
Name:_____ Rating:_____
Name:_____ Rating:_____
Name:_____ Rating:_____
Name:_____ Rating:_____
Name:_____ Rating:_____

Comments:_____
_____
_____
_____

7) With which aspect(s) of this company's services are you most satisfied?
Comments:_____
_____
_____
_____

8) With which aspect(s) of this company's services are you least satisfied?
Comments: _____
_____
_____
_____

9) Would you recommend this company's services to your organization again?
Comments: _____
_____
_____
_____

10) Do you have any additional comments or notes that you think may be relevant to this company's service capabilities?
Comments: _____
_____
_____
_____
_____
_____
_____

ATTATCHMENT 6: INTERVIEW QUESTIONS FOR VENDORS

The interview process shall only take place if the evaluation team deems necessary. If an interview is required, the company will be asked to provide a brief 5–10-minute presentation with details of company operations related to the program in question and an overall overview of the organization. The company will also describe why they are the best fit for the Town of Wake Forest. The vendor should also be asked to send a sample contract for review if selected for interview.

1) What experience do you have working with organizations like ours?

2) What resources will be dedicated to our account such as supervisors available, main allocated vehicles, backup vehicles, backup drivers, dispatchers, etc?

3) Do you recommend any customization or additional features to achieve our program consistency?

4) What action, participation, or documentation is required from us to ensure timely and quality service?

5) How often will you report our progress and results?

6) Provide a list of the standard report options, what each includes and available formats.

7) What technology do you leverage to ensure excellent customer communication and experience?

8) Describe your approach to continuous process improvement. Our current process includes education at the cart through tagging, online education, in person education, and more? Do you think this is a task you can ideally contribute to and expand on? Please explain how.

9) Describe your regulatory compliance process. Can you share state reports verifying proper state protocol if necessary?

10) Does applicable staff undergo standard safety training on a regular basis? What does this safety training look like and what resources are provided to staff to help them prioritize safety during their workday?

11) Please provide details about your business continuity and emergency preparedness plan.

12) Do you measure the overall performance of your vendors and subcontractors?

13) If subcontractor work is necessary, will you be following up on situations they may be involved in and reporting back to Town staff?

14) For contract completion, what is the timeline necessary from your company from a contract for services to be fully established? What are your cancellation/renewal terms?

15) What does a transition period to our services look like or you? What does that timeline include? How do you help staff determine and train for routes?

16) Additional Questions from Evaluation Team:

A) _____
_____
_____

B) _____
_____
_____

C) _____
_____
_____

D) _____
_____
_____

E) _____
_____
_____

Evaluation Factor	Max Point	Proposer Company			
		Republic	GFL	Wall	N/A – Leave Blank
Required Information (20%)					
Evaluate this factor based on information provided by the Evaluation Advisor and refer to RFP Sections "Selection Process" and "Instructions to Bidders"					
Cover letter accompanying that company's submittal is in response to the RFP. ***10=Provided exact necessary information; 7= Provided Cover Letter with most necessary information; 5= Provided Cover Letter with some necessary information; 3=Provided Cover Letter but neglected necessary information; 0=Cover Letter was not provided***	10	**10**	**10**	**5.67**	
Organizational Information: company's legal name; address; phone; fax; website, email address. Organizational chart with titles and names of positions. ***5=Organizational Information was provided exactly as necessary; 3= Some organizational information was provided as necessary; 0= No organizational information was provided***	5	**5**	**2**	**5**	

Evaluation Factor	*Max Points*	Republic	GFL	Wall	N/A - Leave Blank
Ability to follow directions listed in the RFP throughout the RFP Process ***10= Followed instructions for submission per exact request as stated in the referenced sections;*** ***7=Followed most instructions per exact request;*** ***5= Followed some instructions per exact request;*** ***3=Followed few instructions per exact request;*** ***0= Followed no instructions per exact request***	10	**10**	**10**	**5**	
Provided all information in the format requested. ***5= Information given was formatted exactly as requested;*** ***3= Some Information given was formatted exactly as requested;*** ***0= No Information given was formatted exactly as requested***	5	**5**	**5**	**4.34**	

Evaluation Factor	*Max Points*	Republic	GFL	Wall	N/A - Leave Blank
Did they complete the MRF tour? ***10= Completed the MRF tour and has excellent presentation throughout the tour;*** ***5= Provided MRF tour but many questions were still left unanswered;*** ***0= Did not complete the required MRF tour***	10	**10**	**10**	**10**	
Did they complete the pre-bid tour? ***10= Completed the pre bid meeting and was confident in their ability to manage difficult collection areas;*** ***5= Attended pre bid meeting but did not seem confident in their ability to handle difficult collection areas;*** ***0= Did not complete the required pre bid meeting***	10	**9.67**	**8.34**	**6**	
Subtotal – Required Information	**50**	***49.67***	***45.34***	***36.01***	

Evaluation Factor	*Max Points*	Republic	GFL	Wall	N/A - Leave Blank
Technical Ability (40%)					
Evaluate this factor based on your review of the technical proposal and refer to RFP sections "Scope of Work and Contract Requirements".					
1. Qualifications Refer to all sections in the RFP for "Scope of Work and Contract Requirements" ***20= Organization proposal exceeds qualification requirements of the Town; 15= Organization proposal meets qualification requirements of the Town; 10= Organization proposal meets most qualification requirements of the Town; 5= Organization proposal meets some requirements of the Town; 0= Organization proposal does not meet the requirements of the Town***	20	**16**	**14.34**	**8**	

Evaluation Factor	*Max Points*	Republic	GFL	Wall	N/A - Leave Blank
2. Proposed Personnel and Staffing Refer to Section M in the RFP for "Scope of Work and Contract Requirements" ***20= Personnel and Staffing exceeds qualification requirements of the Town; 15= Personnel and Staffing meets qualification requirements of the Town; 10= Personnel and Staffing meets most qualification requirements of the Town; 5= Personnel and Staffing meets some requirements of the Town; 0= Personnel and Staffing does not meet the requirements of the Town***	20	**18**	**15.67**	**10**	

Evaluation Factor	*Max Points*	Republic	GFL	Wall	N/A - Leave Blank
3. Program Match – Can they provide the services we advertise to the community? Refer to Section C in the RFP for "Scope of Work and Contract Requirements" ***10= Organization's ability to match the Town's program exceeds qualification requirements of the Town;*** ***7= Organization's ability to match the Town's program meets qualification requirements of the Town;*** ***5= Organization's ability to match the Town's program meets most qualification requirements of the Town;*** ***3= Organization's ability to match the Town's program meets some requirements of the Town;*** ***0= Organization's ability to match the Town's program does not meet the requirements of the Town***	10	**8**	**4.67**	**3.34**	

Evaluation Factor	*Max Points*	Republic	GFL	Wall	N/A - Leave Blank
4. Proposed Alignment with current Service Refer to Sections H-J; N; T; X; Y in the RFP for "Scope of Work and Contract Requirements" ***20= Organization's ability to align with current services exceeds requirements of the Town; 15= Organization's ability to align with current services meets qualification requirements of the Town; 10= Organization's ability to align with current services meets most qualification requirements of the Town; 5= Organization's ability to align with current services meets some requirements of the Town; 0= Organization's ability to align with current services does not meet the requirements of the Town***	20	**18.34**	**13.34**	**5.34**	

Evaluation Factor	*Max Points*	Republic	GFL	Wall	N/A - Leave Blank
5. Risks and Added Value Assessment Refer to Sections D; O-W; Z in the RFP for "Scope of Work and Contract Requirements" ***10= Proposal for this section exceeds requirements of the Town;*** ***7= Proposal for this section meets requirements of the Town;*** ***5= Proposal for this section meets most requirements of the Town;*** ***3= Proposal for this section meets some requirements of the Town;*** ***0= Proposal for this section does not meet the requirements of the Town***	10	**9.34**	**9.34**	**4**	

Evaluation Factor	*Max Points*	Republic	GFL	Wall	N/A - Leave Blank
6. Proposed Maintenance and Equipment Capabilities Refer to Sections G; L in the RFP for "Scope of Work and Contract Requirements" ***20= Organization proposal for this section exceeds qualification requirements of the Town; 15= Organization proposal for this section meets qualification requirements of the Town; 10= Organization proposal for this section meets most qualification requirements of the Town; 5= Organization proposal for this section meets some requirements of the Town; 0= Organization proposal for this section does not meet the requirements of the Town***	20	**20**	**20**	**7.34**	
Subtotal – Technical Ability	**100**	***89.68***	***77.36***	***38.02***	

Evaluation Factor	*Max Points*	Republic	GFL	Wall	N/A - Leave Blank
Past Performance (20%)					
Evaluate this factor based interviews with references that will be provided by the Evaluation Advisor and refer to RFP Sections "Selection Process"					
Reference Checks Refer to Sections A; B in the RFP for "Selection Process" ***50= References exceeded expectations for information regarding the proposing company; 40= References meet expectations for information regarding the proposing company; 30= References meet most expectations for information regarding the proposing company; 20= References meet some expectations for information regarding the proposing company; 10= References meet little to no expectations for information regarding the proposing company; 0= No references were provided for review***	50	**39.67**	**41**	**19.67**	
Subtotal – Past Performance	**50**	***39.67***	***41***	***19.67***	

Evaluation Factor	*Max Points*	Republic	GFL	Wall	N/A - Leave Blank
Financial Ability (10%)					
Evaluate this factor based on report to be comparable to surrounding services and costs of services and refer to RFP Sections "Scope of Work and Contract Requirements".					
Financial Ability and Risk Ranking Refer to Sections A; B; E; F in the RFP for "Scope of Work"; Evaluator should also take proposed price into consideration for this section. ***25= Proposed information provided exceeds expectations; 20= Proposed information provided meets expectations; 15= Proposed information provided almost meets expectations; 10= Proposed information provided hardly meets expectations; 5= Proposed information provided meets little to no expectations; 0= Not enough information was provided for review***	25	**23.34**	**21**	**17**	
Subtotal – Financial Ability	**25**	***23.34***	***21***	***17***	

Evaluation Factor	*Max Points*	Republic	GFL	Wall	N/A - Leave Blank
Interviews with Key Staff (10%)					
Evaluate this factor based on vendor interviews.					
Interviews with Key Staff Refer to Sections C in the RFP for "Selection Process" *If no interview is necessary due to quality of proposal information – Please input 25 for fulfilled information. * ***25= Information provided exceeds expectations and no interview is required;*** ***20=Information provided from interview meets expectations;*** ***15= Information provided from interview almost meets expectations;*** ***10= Information provided from interview hardly meets expectations;*** ***5= Information provided from interview meets little to no expectations;*** ***0= Not enough information was provided for before or during an interview***	25	**25**	**25**	**25**	
Subtotal – Interviews	**25**	***25***	***25***	***25***	

TOTAL EVALUATION POINTS

	Max Points	Republic	GFL	Wall	N/A
Total – All Evaluation Points	**250**	***227.36***	***209.7***	***135.7***	

MUNICIPAL MATERIALS MANAGEMENT AGREEMENT

This Municipal Materials Management Agreement (the "**Agreement**") is made and entered into this ____day of _____, 20__ ("**Effective Date**"), by and between the [INSERT FULL NAME OF THE MUNICIPALITY AND THE NAME OF THE STATE] ("**City**"), and _____, a [INSERT LEGAL ENTITY AND DBA OF SERVICING DIVISION AND TYPE OF LEGAL ENTITY SUCH AS "a Delaware corporation" or " Delaware limited liability company"] qualified to do and actually doing business in the State of _____ ("**Company**").

RECITALS

WHEREAS, City desires that Company provide Services as defined herein for the Location Types as set forth in this Agreement and Company desires to do so, all in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained in this Agreement, the parties agree as follows:

TERMS AND CONDITIONS

1. Sole and Exclusive Franchise. Company is hereby granted the sole and exclusive franchise, license, and privilege to provide for the collection and disposal or recycling, if applicable, of all conforming Waste Material (as defined in Exhibit A) for the following types of locations ("**Location Types**") within the territorial jurisdiction of the City (the "**Services**"):

Location Types

_____ Residential Units _____ Large Commercial Units

_____ Small Commercial Units _____ Industrial Permanent Units

_____ Municipal Facilities _____ Industrial Temporary Units

2. Newly Developed Areas. If the City develops new areas (of the same Location Types as designated above) within the City's territorial jurisdiction during the Term of this Agreement, such areas shall automatically be subject to this Agreement. The City shall provide Company with written notification of such newly developed areas, and within thirty (30) days after receipt of such notification, Company shall provide the Services as set forth in this Agreement in such newly developed area(s). If the City annexes any new areas that it wishes for Company to provide the Services, the Parties shall negotiate a mutually acceptable amendment to this Agreement adding such annexed areas to the scope of the Services and setting forth the rates that will apply for the Services in such area(s).

3. Scope of Services. Company shall furnish all equipment, trucks, personnel, labor, and all other items necessary to perform the Services. The Services shall not include the collection, disposal, or recycling of any Excluded Waste or Waste Material located at any Location Type not designated above, or any Waste Material/Service Types not designated in any exhibit attached hereto.

4. Out of Scope Services May Be Contracted for Directly with Customers. Company may provide collection and disposal or recycling service within the territorial jurisdiction of the City for any Waste Material and/or Location Types that are outside the scope of this Agreement pursuant such terms and conditions as may be mutually agreed upon by Company and such Customers. Such services and agreements are outside the scope of this Agreement, and this Agreement does not require such

Customers to use Company for such services, but they may do so at their discretion. The City agrees that Company may use any information received from the City in marketing all of its available services to the Customers located within the City, whether included in the scope of this Agreement or not.

5. Exhibits. All Exhibits attached this Agreement are an integral part of the Agreement and are incorporated herein.

Exhibit A	Specifications for Municipal Solid Waste Services
Exhibit A-1	Municipal Solid Waste Pricing
Exhibit B	Specifications & Pricing for Recycling Services
Exhibit B-1	Recycling Facility Average Commodity Mix
Exhibit C	Company's Performance Bond

6. Term. This Agreement begins on the Effective Date and expires five (5) years thereafter but shall automatically renew for successive five-year periods (the "**Term**") unless either party provides written notice of non-renewal at least sixty (60) days prior to the expiration of the then current Term, or unless otherwise terminated in accordance with the terms of this Agreement.

7. Rates for Services; Rate Adjustments; Additional Fees and Costs.

7.1 Rates for Services. The rates for all Services shall be as shown on Exhibits A-1 and B, subject to the rate adjustments and additional fees and costs as set forth herein.

7.2 Annual Rate Adjustments. Company shall increase the rates for all Services effective on each anniversary of the Effective Date of this Agreement in an amount equal to the greater of (a) four (4) percent or (ii) the most recently available trailing twelve (12) months' average in the Consumer Price Index for All Urban Consumers (Water, Sewer and Trash Collection Services) U.S. City Average, as published by United States Department of Labor, Bureau of Statistics (the "**CPI**").

In the event that one or more material elements of cost to provide Service under this Agreement experiences a year over year (YoY) change greater than 15% Company may increase the Annual Rate Adjustment above the 4% or CPI by an additional amount equal to the additional cost increase. A material element of cost shall be defined as a category of cost making up 5% or more of the annual costs to provide the Services.

7.3 Change in Law Adjustments. Company may increase the rates for Services as a result of increases in costs incurred by Company due to (a) any third party or municipal hauling company or disposal or recycling facility being used; (b) changes in local, state, federal or international rules, ordinances or regulations; (c) changes in taxes, fees or other governmental charges (other than income or real property taxes); (d) uncontrollable prolonged operational changes (i.e., a major bridge closure); (e) increased fuel costs; and (f) changes in costs due to a Force Majeure Event. Any of the foregoing cost adjustments shall be retroactive to the effective date of such increase or change in cost.

8. Invoicing; Payment; Service Suspension; Audits.

8.1 Invoicing the City. The City shall invoice and collect from all Residential Units and Municipal Facilities Customers for Services provided by Company pursuant to this Agreement. The City

shall report to Company (a) by the 5th of each month the total number of addresses subject to this Agreement and that have been billed for Services by the City and (b) on a quarterly basis, parcel data and a list of addresses billed for the Services by the City. Company shall invoice the City for the number of addresses that were billed by the City within fifteen (15) days of receiving the City's address count each month, and the City shall pay Company's invoices.

8.2 Invoicing the Customer Directly. Company shall invoice each individual Customer for all [Small Commercial Units, Large Commercial Units, Industrial Permanent Units, and Industrial Temporary Units] Services rendered to such Customer under this Agreement within ____ _____ (_____) days following the end of the month, and the Customer shall pay Company's invoices.

8.3 Payment. The City or Customer, as applicable, shall pay each of Company's invoices without offset within twenty (20) days of receipt Company's invoice. Payments may be made by check or ACH only; no purchasing cards or credit cards will be accepted. If Company is invoicing the City, City shall pay Company's invoices in full irrespective of whether or not the City collects from the Customers for such Service. Payments not made on or before their due date may be subject to late fees of one and one-half percent (1.5%) per month (or the maximum allowed by law, if less). If the City or Customer, as applicable, withholds payment of a portion or entire invoice and it is later determined that a portion or all of such withheld amount is owed to Company, such amount shall be subject to the late fees provided herein from the original due date until paid.

8.4 Service Suspension.

8.4.1 Unpaid Invoices. If any amount due from the City is not paid within sixty (60) days after the date of Company's invoice, Company may suspend Services until the City has paid its outstanding balance in full and/or terminate this Agreement. If Company suspends Service, the City shall pay a service interruption fee in an amount determined by Company in its discretion up to the maximum amount allowed by Applicable Law. If any amount due to Company from an individual Customer is not paid within sixty (60) days after the date of Company's invoice, Company may suspend that Customer's Services until the Customer has paid its outstanding balance in full. If Company suspends Service, the Customer shall pay a service interruption fee in an amount determined by Company in its discretion up to the maximum amount allowed by Applicable Law.

8.4.2 Suspension at Direction of City. If the City wishes to suspend or discontinue Services to a Customer for any reason, the City shall send Company a written notice (email is acceptable as long as its receipt is acknowledged by Company) identifying the Customer's address and the date the Services should be suspended or discontinued. In the event of Service suspension, the City shall provide additional email notification to Company if/when it wishes to reactivate the suspended Services. Upon receipt of a notice of reactivation, Company shall resume the Services on the next regularly scheduled collection day. The City shall indemnify, defend, and hold Company harmless from any claims, suits, damages, liabilities or expenses (including but not limited to expenses of investigation and attorneys' fees) resulting from the suspension of discontinuation of any Services at the direction of the City.

8.5 Audits.

8.5.1 Audit of City Billings. With respect to any Services in which the Company's billing is dependent upon the City's reporting of the number of addresses subject to this

Agreement, the City shall perform an audit at least once each year to confirm that all addresses receiving Services under this Agreement are actually being billed by the City and that the City's reporting on such addresses is accurate. The City shall share all findings and documentation with respect to such audits with Company. In addition to the foregoing, Company shall be permitted to conduct its own address counts using manual counts and/or official parcel maps. If at any time Company presents to City data to support that the number of addresses serviced exceeds the number provided by the City, the parties agree to re-negotiate in good faith the number of addresses receiving and paying for services under this Agreement.

8.5.2 Audit of Company Records. The City may request and be provided with an opportunity to audit any relevant and non-confidential records of Company that support the calculations of charges invoiced to the City under this Agreement within the ninety (90) day period before the audit request. Such audits shall be paid for by the City and shall be conducted under mutually acceptable terms at Company's premises in a manner that minimizes any interruption in the daily activities at such premises.

9. Termination. If either party breaches any material provision of this Agreement and such breach is not substantially cured within thirty (30) days after receipt of written notice from the non-breaching party specifying such breach in reasonable detail, the non-breaching party may terminate this Agreement by giving thirty (30) days' written notice of termination to the breaching party. However, if the breach cannot be substantially cured within thirty (30) days, the Agreement may not be terminated if a cure is commenced within the cure period and for as long thereafter as a cure is diligently pursued. Upon termination, the City shall pay Company only such charges and fees for the Services performed on or before the termination effective date and Company shall collect its equipment, and Company shall have no further obligation to perform any Services under this Agreement.

10. Compliance with Laws. Company warrants that the Services will be performed in a good, safe and workmanlike manner, and in compliance with all applicable federal, state, provincial and local laws, rules, regulations, and permit conditions relating to the Services, including without limitation any applicable requirements relating to protection of human health, safety, or the environment ("**Applicable Law**"). In the event any provision of this Agreement conflicts with an existing ordinance of the City, this Agreement shall control and Company shall not be fined, punished, or otherwise sanctioned under such ordinance. Company reserves the right to decline to perform Services, which, in its judgment, it cannot perform in a lawful manner or without risk of harm to human health, safety or the environment.

11. Title. Title to Waste Material shall pass to Company when loaded into Company's collection vehicle or otherwise received by Company. Title to and liability for any Excluded Waste shall at no time pass to Company.

12. Excluded Waste. If Excluded Waste is discovered before it is collected by Company, Company may refuse to collect the entire waste container that contains the Excluded Waste. In such situations, Company shall contact the City and the City shall promptly undertake appropriate action to ensure that such Excluded Waste is removed and properly disposed of by the depositor or generator of the Excluded Waste. In the event Excluded Waste is present but not discovered until after it has been collected by Company, Company may, in its sole discretion, remove, transport, and dispose of such Excluded Waste at a facility authorized to accept such Excluded Waste in accordance with Applicable Law and, in Company's sole discretion, charge the City, depositor or generator of such Excluded Waste for all direct and indirect costs incurred due to the removal, remediation, handling, transportation, delivery, and disposal of such Excluded Waste. The City shall provide all reasonable assistance to Company to conduct an investigation to determine the identity of the depositor or generator of the Excluded Waste and to collect the costs incurred by Company in connection with such Excluded Waste. Subject to the City's providing all such reasonable assistance to Company, Company shall release City from any

liability for any such costs incurred by Company in connection with such Excluded Waste, except to the extent that such Excluded Waste is determined to be attributed to the City.

13. Equipment; Access. Any equipment that Company furnishes or uses to perform the Services under this Agreement shall remain Company's property. The City shall be liable for all loss or damage to such equipment, except for normal wear and tear, or loss or damage resulting from Company's handling of the equipment. City and Customers shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move, or alter the equipment. The City shall fully reimburse Company for any and all claims resulting from personal injuries or death, or the loss of or damage to property (including the equipment) arising out of the use, operation, or possession of the equipment by the City or the Customers. If the equipment and/or Waste Material is not accessible so that the regularly scheduled pick-up cannot be made, such Waste Material will not be collected until the next regularly scheduled pick-up, unless the Customer calls Company and requests an extra pick-up, in which case an extra service charge will apply. Company shall not be responsible for any damages to any property or equipment located adjacent to the collection receptacles, nor to any pavement, curbing, or other driving surfaces resulting from Company's providing the Services under this Agreement.

14. Risk Allocation. Except as otherwise specifically set forth herein, each party shall be responsible for any and all claims for personal injuries or death, or the loss of or damage to property, only to the extent caused by that party's negligence or acts of willful misconduct or those of its employees, contractors, subcontractors, or agents.

15. Insurance. During the Term of this Agreement, Company shall maintain in force, at its expense, insurance coverage with minimum limits as follows:

Workers' Compensation

Coverage A	Statutory
Coverage B - Employers Liability	$1,000,000 each Bodily Injury by Accident $1,000,000 policy limit Bodily Injury by Disease $1,000,000 each occurrence Bodily Injury by Disease

Automobile Liability

Bodily Injury/Property Damage Combined – Single Limit	$3,000,000 Coverage is to apply to all owned, non-owned, hired and leased vehicles (including trailers).
Pollution Liability Endorsement	MCS-90 endorsement for pollution liability coverage

Commercial General Liability

Bodily Injury/Property Damage Combined – Single Limit	$2,500,000 each occurrence $5,000,000 general aggregate

All such insurance policies will be primary without the right of contribution from any other insurance coverage maintained by City. All policies required herein shall be written by insurance carriers with a rating of A.M. Bests of at least "A-" and a financial size category of at least VII. Upon City's request, Company shall furnish City with a certificate of insurance evidencing that such coverage is in effect. Such certificate will also provide for thirty (30) days prior written notice of cancellation to the City, show the City as an additional insured under the Automobile and General Liability policies, and contain waivers of subrogation in favor of the City (excluding Worker's Compensation policy) except with respect to the sole negligence or willful misconduct of City.

16. Force Majeure. Except for City's obligation to pay amounts due to Company, any failure or delay in performance under this Agreement due to contingencies beyond a party's reasonable control, including, but not limited to, strikes, riots, terrorist acts, epidemic or pandemic, compliance with Applicable Laws or governmental orders, fires, bad weather and acts of God, shall not constitute a breach of this Agreement, but shall entitle the affected party to be relieved of performance at the current pricing levels under this Agreement during the term of such event and for a reasonable time thereafter. The collection or disposal of any increased volume resulting from a flood, hurricane or similar or different Act of God over which Company has no control, shall not be included as part of Company's service under this Agreement. In the event of increased volume due to a Force Majeure event, Company and the City shall negotiate the additional payment to be made to Company. Further, the City shall grant Company variances in routes and schedules as deemed necessary by Company to accommodate collection of the increased volume of Waste Materials.

17. Non-Discrimination. Company shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin in its performance of Services under this Agreement.

18. Licenses and Taxes. Company shall obtain all licenses and permits (other than the license and permit granted by this Agreement) and promptly pay all taxes required by the City and by the State.

19. No Guarantees or Liquidated Damages. Unless specifically provided herein, Company provides no guarantees or warranties with respect to the Services. No liquidated damages or penalties may be assessed against Company by City.

20. Miscellaneous. (a) This Agreement represents the entire agreement between the Parties and supersedes all prior agreements, whether written or verbal, that may exist for the same Services. (b) Company shall have no confidentiality obligation with respect to any Waste Materials. (c) Neither party shall assign this Agreement in its entirety without the other party's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Company may assign this Agreement without the City's consent to its parent company or any of its subsidiaries, to any person or entity that purchases any operations from Company or as a collateral assignment to any lender to Company. This Agreement shall be binding upon and inure solely to the benefit of the Parties and their permitted successors and assigns. (d) Company may provide any of the Services covered by this Agreement through any of its affiliates or subcontractors, provided that Company shall remain responsible for the performance of all such services and obligations in accordance with this Agreement. (e) No intellectual property rights in any of Company's IP are granted to City under this Agreement. (f) All provisions of the Agreement shall be strictly complied with and conformed to by the Parties, and this Agreement shall not be modified or amended except by written agreement duly executed by the undersigned parties. (g) If any provision of this Agreement is declared invalid or unenforceable, it shall be modified so as to be valid and enforceable but so as most nearly to retain the intent of the Parties. If such modification is not possible, such provision shall be severed from this Agreement. In either case, the validity and enforceability of the remaining provisions of this Agreement shall not in any way be affected thereby. (h) Failure or delay by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. (i) If any litigation is commenced under this Agreement, the successful party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation related expenses, and court or other costs incurred in such litigation or proceeding. (j) This Agreement shall be interpreted and governed by the laws of the State where the Services are performed. (k) Customer and Company agree that electronic signatures are valid and effective, and that an electronically stored copy of this Agreement constitutes proof of the signature and contents of this Agreement, as though it were an original.

IN WITNESS HEREOF, the parties have entered into this Agreement as of the date first written above.

[INSERT FULL NAME OF THE MUNICIPALITY AND THE NAME OF THE STATE]	[INSERT LEGAL ENTITY AND DBA OF SERVICING DIVISION]
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

EXHIBIT A

SPECIFICATIONS FOR MUNICIPAL SOLID WASTE SERVICES

1. Waste Material. The following Waste Material shall be considered in scope during the Term of this Agreement:

_____ Municipal Solid Waste (MSW) _____ Bulky Waste

_____ Yard Waste _____ Construction Debris

2. Definitions.

2.1 Bulky Waste – Stoves, refrigerators (with all CFC and other refrigerants removed), water tanks, washing machines, furniture and other similar items with weights and/or volumes greater than those allowed for the waste container supplied.

2.2 Bundle – Tree, shrub and brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding four (4) feet in length or thirty-five (35) lbs. in weight.

2.3 Construction Debris – Excess building materials resulting from construction, remodeling, repair or demolition operations.

2.4 Customer – An occupant or operator of any type of premise within the City that is covered by this Agreement and who generates Municipal Solid Waste and/or Recyclable Material, if applicable.

2.5 Disposal Site – A Waste Material depository including, but not limited to, sanitary landfills, transfer stations, incinerators, recycling facilities and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive for processing or final disposal of Waste Material.

2.6 Excluded Waste – Excluded Waste consists of Special Waste, Hazardous Waste, and any other material not expressly included within the scope of this Agreement including, but not limited to, any material that is hazardous, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or listed or characteristic hazardous waste as defined by Applicable Law or any otherwise regulated waste.

2.7 Hazardous Waste – Any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended, and including future amendments thereto, and any other Applicable Law.

2.8 Industrial Permanent Unit – An industrial premise requiring use of a large container for the collection of its MSW for a continuous term.

2.9 Industrial Temporary Unit – An industrial premise requiring use of a large container for the collection of its Solid Waste on only a temporary basis. Solid Waste collection is generally limited to a specific event or a short-term project.

2.10 Large Commercial Unit – A commercial premise that is not classified as a Residential Unit or Municipal Facility that requires a waste container that is two (2) yards or larger per collection day for the collection of its Solid Waste.

2.11 Municipal Facilities – Those specific municipal premises as set forth on Exhibit A-1 of this Agreement, if any.

2.12 Municipal Solid Waste (or "MSW") – Useless, unwanted or discarded nonhazardous materials (trash or garbage) with insufficient liquid content to be free-flowing that result from residential, commercial, governmental and community operations. Municipal Solid Waste does not include any Excluded Waste.

2.13 Residential Unit – A dwelling where a person or group of people live. For purposes of this Agreement, each unit in a multi-family dwelling (condominium, apartment or other grouped housing structure) shall be treated as a separate Residential Unit and a Residential Unit shall be deemed occupied when either water or power services are being supplied thereto.

2.14 Small Commercial Unit – A commercial premise that is not classified as a Residential Unit or Municipal Facility that requires no more than three (3) thirty-two (32) gallon containers per collection day for the collection of its Solid Waste. Examples of Small Commercial Units include offices, stores, service stations, restaurants, amusement centers, schools, and churches.

2.15 Special Waste – Any nonhazardous solid waste which, because of its physical characteristics, chemical make-up, or biological nature requires either special handling, disposal procedures including liquids for solidification at the landfill, documentation, and/or regulatory authorization, or poses an unusual threat to human health, equipment, property, or the environment. Special Waste includes, but is not limited to (a) waste generated by an industrial process or a pollution control process; (b) waste which may contain residue and debris from the cleanup of spilled petroleum, chemical or commercial products or wastes, or contaminated residuals; (c) waste which is nonhazardous as a result of proper treatment pursuant to Subtitle C of the Resource Conservation and Recovery Act of 1976 ("RCRA"); (d) waste from the cleanup of a facility which generates, stores, treats, recycles or disposes of chemical substances, commercial products or wastes; (e) waste which may contain free liquids and requires liquid waste solidification; (f) containers that once contained hazardous substances, chemicals, or insecticides so long as such containers are "empty" as defined by RCRA; (g) asbestos containing or asbestos bearing material that has been properly secured under existing Applicable Law; (h) waste containing regulated polychlorinated biphenyls (PCBs) as defined in the Toxic Substances Control Act (TSCA); (i) waste containing naturally occurring radioactive material (NORM) and/or technologically-enhanced NORM (TENORM); and (j) Municipal Solid Waste that may have come into contact with any of the foregoing.

2.16 Waste Material – All nonhazardous Municipal Solid Waste and, as applicable, Recyclable Material, Yard Waste, Bulky Waste and Construction Debris generated at the Location Types covered by this Agreement. Waste Material does not include any Excluded Waste.

2.17 Yard Waste – Grass, leaves, flowers, stalks, stems, tree trimmings, branches, and tree trunks. For yard waste collection services, grass, pine needles, leaves, flowers, stalks, stems, and small tree trimmings (less than two (2) feet in length and less than two (2) inches in diameter) shall be in a container, bag or box the weight of which shall not exceed thirty-five (35) pounds. Larger tree trimmings shall be laid neatly in piles at curbside. The maximum weight of any item placed out for yard waste collection shall be thirty-five (35) pounds. Branches in excess of two (2) feet in length are not required to be in a container, bag or box.

3. Collection Operations.

3.1 Location of Containers, Bags and Bundles for Collection. Each container, bag and bundle containing Waste Material shall be placed at curbside for collection. Curbside refers to that portion of right-of-way adjacent to paved or traveled City roadways. Containers, bags and bundles shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians.

When construction work is being performed in the right-of-way, containers, bags and bundles shall be placed as close as practicable to an access point for the collection vehicle. Company may decline to collect any container, bag or bundle not so placed or any Waste Material not in a container, bag or bundle.

3.2 Hours of Collection Operations. Collection of Waste Material shall not start before 5:00 A.M. or continue after 8:00 P.M. Exceptions to collection hours shall be affected only upon the mutual agreement of the City and Company, or when Company reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.

3.3 Routes of Collection. Collection routes shall be established by the Company. Company shall submit the Residential Unit and Municipal Facility collection routes to the City at least two (2) weeks in advance of the commencement date for such route collection activity. The Company may from time to time make changes in routes or days of collection affecting Residential Units or Municipal Facilities, provided such changes in routes or days of collection are submitted to the City at least two (2) weeks in advance of the commencement date for such changes. City shall promptly give written or published notice to the affected Residential Units.

3.4 Residential Collection. Company shall be obligated to collect no more than ___ containers (or their equivalent) per week from each Residential Unit. Any collections needed by a Residential Unit in excess of such amount must be individually contracted by the Residential Unit Customer with Company under terms, prices and documents acceptable to both the Residential Unit Customer and Company.

3.5 Holidays. The following shall be holidays for purposes of this Agreement: New Year's Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Company may suspend collection service on any of these holidays, but such decision in no manner relieves Company of its obligation to provide collection service at least_____ per week.

3.6 Complaints. All service-related complaints must be made directly to the Company and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Company shall investigate and, if such allegations are verified, shall arrange for the collection of Waste Material not collected within one business day after the complaint is received.

3.7 Collection Equipment. The Company shall provide an adequate number of vehicles meeting standards and inspection requirements as set forth by the laws of the State for regular municipal waste collection services. For Waste Material collection, all vehicles and other equipment shall be kept in good repair and appearance at all times. Each vehicle shall have clearly visible on each side the identity of the Company.

3.8 Disposal. All Waste Material, other than processed Recyclable Material that is marketable, collected within the City under this Agreement shall be deposited at a Disposal Site selected by Company and properly permitted by the State.

3.9 Customer Education. The City shall notify all Customers at Residential Units about set-up, service-related inquiries, complaint procedures, rates, regulations, and day(s) for scheduled Waste Material collections.

3.10 Litter or Spillage. The Company shall not litter premises in the process of making collections, but Company shall not be required to collect any Waste Material that has not been placed in approved containers. During hauling, all Waste Material shall be contained, tied or enclosed so that leaking, spillage or blowing is minimized. In the event of spillage by the Company, the Company shall be required to clean up the litter caused by the spillage.

EXHIBIT A-1

SOLID WASTE PRICING

Add your division's formats used frequently in municipal bids – include both residential and municipal facilities sections.

*Include a Rate Table, Container sizes; number of pickups per week

*Be sure to note any limitations on materials outside of containers; for example – will we collect bags, bundles not in a container?

Add an asterisk beside each pricing table and below them all add the asterisk explanation as indicating that "the prices are all subject to price adjustments as provided in the Agreement terms, and, are all exclusive of taxes, host fees, FRF, ERF and administrative fees which will be invoiced as separate line items".

[This exhibit should also include separate pricing for the small commercial units, if different than the normal residential unit pricing.]

EXHIBIT B

SPECIFICATIONS & PRICING FOR RECYCLING SERVICES

1. Recycling Services Definitions.

1.1 "**Recyclable Materials**" are used and/or discarded materials that are capable of successful processing and sale on the commodity market.

1.2 "**Acceptable Material**" means the materials listed in Section 8 below.

1.3 "**Unacceptable Material**" means the materials listed in Section 9 below. All Recyclable Materials collected for delivery and sale by Company shall be hauled to a processing facility selected by Company for processing ("Recycling Services").

2. City's Duty. City shall make a commercially reasonable effort to educate its Customers regarding Acceptable and Unacceptable Materials and to encourage its Customers to place only Acceptable Materials in their recycling containers.

3. Collection and Processing. City shall pay Company a rate of $_____ per Unit for the collection and processing of Recyclable Materials from [Residential Units, Municipal Facilities, Small Commercial Units, Large Commercial Units, Industrial Permanent Units, Industrial Temporary Units]. City's Collection and Processing rate assumes that, on average, City's Recyclable Material consists of no more than 20% Unacceptable Material (the "**Unacceptable Material Threshold**"). The Collection and Processing rate is subject to Rate Adjustments as set forth in Section 7 of the Agreement.

4. Right to Inspect/Audit. Company may visually inspect the collected Recyclable Materials to ensure loads are at or below the Unacceptable Material Threshold. If Company's visual inspector determines that loads of Recyclable Material are consistently above the Unacceptable Material Threshold, Company will notify City of the issue and the parties agree to promptly negotiate in good faith (a) an agreed upon procedure to audit a representative sample of City's Recyclable Material to determine its actual composition of Unacceptable Material; and (b) an updated Collection and Processing rate commensurate with the composition of Unacceptable Material.

5. Recycling Commodity Credit. Company shall return 100% of City's recycling commodity value to City each month. City's "**Recycling Commodity Credit**" shall be determined by multiplying the per-ton market value of the processing facility's Average Commodity Mix by the number of tons of Recyclable Material collected from City and processed each month. The processing facility's "**Average Commodity Mix**" means the relative mix of outbound commodities (including Residue), established pursuant to either (i) a minimum rolling 3-month facility average composition (subject to adjustment as necessary by Company) or (ii) a composition audit or an average of audits over a 12-month period (if any). The processing facility's Average Facility Commodity Mix is set forth in the attached Exhibit B-1. The per-ton value of the processing facility's Average Commodity Mix shall be determined each month by applying the most recently-available indices or actual values (as set forth in Exhibit B-1) to the facility's Average Commodity Mix including any negative commodity market values and Company's charges for hauling and disposing of contaminated, unmarketable and/or Unacceptable Material ("**Residue**").

6. Reporting and Credit. Company will provide City with a monthly report detailing the total tons of Recyclable Material received from the City during the previous month and the calculation of City's Recycling Commodity Credit for that month. If the City's account is billed in the aggregate to the City, the previous month's Recycling Commodity Credit will be issued as a credit on the next month's invoice to the City (if the Recycling Commodity Credit exceeds the City's invoice amount, then Company will issue a check to City for

the balance of its Recycling Commodity Credit). If the City's account is Customer-billed, then Company will issue a check to City for its full Recycling Commodity Credit each month (in arrears).

7. Changes in Market Conditions. If market conditions develop that limit or inhibit Company from selling some or all of the Acceptable Material, Company may at its option and upon notice to Supplier (i) redefine Acceptable and Unacceptable Materials, (ii) update the processing facility's Average Commodity Mix; (iii) suspend or discontinue any or all Services, or (iv) dispose of the Acceptable Material (as currently defined) in a landfill and update the pricing to City accordingly. Any such actions, if taken, may be reversed or further changed as market conditions dictate.

8. Acceptable Material. All material must be empty, clean and dry. Company may modify the following list of Acceptable Materials in its sole and absolute discretion but will provide City with at least thirty (30) days' prior written notice of any such modifications.

- Aluminum food and beverage containers - aluminum soda and beer cans, cat food cans, etc.
- Ferrous Cans - soup, coffee cans, etc.
- P.E.T. plastic containers with the symbol #1 - no microwave trays
- H.D.P.E. natural plastic containers with the symbol #2 - milk jugs and water jugs containers only (narrow neck containers)
- H.D.P.E. pigmented plastic containers with the symbol #2 - detergent, shampoo, bleach bottles without caps (narrow neck containers); butter and margarine tubs
- Polypropylene plastic food and beverage containers symbol #5 - yogurt containers
- Mixed Paper (54), as defined in the most recent ISRI Scrap Specifications Circular
- Sorted Residential Paper and News (56), as defined in the most recent ISRI Scrap Specifications Circular
- Kraft Paper Bags
- Old Corrugated Containers (OCC) - no wax coated
- Magazines (OMG) - Coated magazines, catalogues and similar printed materials, junk mail, and soft cover books
- [Aseptic Cartons - Juice boxes, gable top milk and juice containers, soy milk and soup cartons]
- [Glass food and beverage containers - Flint (clear), Amber (brown), Emerald (green)]

9. Unacceptable Material. Company may modify the following list of Unacceptable Materials in its sole and absolute discretion but will provide City with at least thirty (30) days' prior written notice of any such modifications.

- Yard Waste
- Styrofoam
- Pizza Boxes, unless free of *any* food or grease residue
- Food
- Any liquids
- Diapers
- Clothing/textiles
- Plastic Bags or bagged material (newsprint may be placed in a Kraft bag)
- Plastic containers with #3, #4, #6, or #7 on them or no # at all
- Mirrors, window or auto glass, light bulbs, ceramics
- Oil or antifreeze containers
- Coat hangers
- Paint cans

- Medical Waste/Sharps
- Any Acceptable Material that is no longer acceptable due to its coming into contact with or being contaminated by Unacceptable Material.

EXHIBIT B-1

RECYCLING FACILITY AVERAGE COMMODITY MIX

[Insert table of Recyclable Commodities, tons collected, and average Commodity revenues at start of contract]

EXHIBIT C

COMPANY'S PERFORMANCE BOND

[To be provided by Company]

Staff Requested Contract Additions to be Added during the Official Contract Process

- Bulk Collection once a week for scheduled households - on Tuesdays (for items such as furniture, non-freon containing white goods, rugs, lawn mowers, grills, etc – HHW classified items, freon containing units, other hazardous materials are not accepted)
- Alley Way collection for qualifying subdivisions requiring smaller trucks to prevent damages to communities
- Collection assistance (backdoor service with carts completely returned to destination) for residents that require assistance (currently less than 100 households)
- Complete weekly routes, in full, regardless of delay circumstances; delays are acceptable but full cancellation of the service is not
- Work on already established routes the Town has in place for all trash, recycling, alley way services, and collection assistance program addresses
- Services to take place Monday-Friday starting no earlier than 7:00 AM
- Can service 96-gallon Toter carts and 48-Gallon Toter Carts; Agreement for necessary cart replacements due to truck damages.
- Pricing update and adjustment for the Town shall take place at the beginning of each fiscal year starting July 1 of each year. The Town shall be notified no later than January 1 of each year in order to make proper accommodations for adjustments.
- The Contractor shall abide by and adhere to the Town's Solid Waste Ordinance in addition the County's Solid Waste Operations Plans and rules. Failure to comply will result in substantial fines to be determined by the executed contract.
- The Contractor shall designate a contact person or persons and provide contact information, including email, phone number, etc. where the individual(s) can always be reached during collection times, including holidays and weekends. The Contractor shall also supply contact information for the supervisor and dispatcher of the truck drivers for the Town. The contact person(s) just be able to review information for solid waste collections and provide feedback, as well as, to report any complaints or issues.
- The contact shall communicate issues, complaints, delays, and other program relevant data to the Town immediately upon becoming aware of the issue/topic
- The Contractor shall provide an annual schedule of holiday delays and interruptions the 1st of January every year
- The Contractor must notify the Town of any changes in collection no less than 24 hours in advance with the exception of equipment failure at which point the Contractor should notify the Town immediately
- The contractor shall have a staff member frequenting the Town at least three times a week to check on issues, the drivers, program needs, etc.
- The Contractor is required to follow the local interlocal agreement between Wake County and other surrounding municipalities including the Town of Wake Forest. The Contractor is required to follow the guidelines within this agreement including required location of disposal of product.
- Ensures proper disposal of materials in accordance to NC G.S. 130A-309.10 and other related regulations and laws and provide documentation of proper disposal and management when/if requested.
- The Contractor is responsible for the replacement/repair of any and all damages cause by the Contractors equipment and employees including any private residential property, vehicles, private business property, and Town property (including Town Carts that have been damaged or gone missing).
- The Contractor shall provide educational tagging of carts (tags provided by the Town) when a violation is witnessed by the vehicle operator or vehicle attendee. The violations are in accordance with the Town's guidelines for violations.
- The Contractor shall provide a list of addresses where carts are in violation including a photo and description of the violation and of where carts are not out to service

- The Contractor shall return to service an address if there is no proof of violation and if the resident is reporting a missed collection.
- The Town reserves the right to enforce penalties for lack of service from the Contractor including incompletion of weekly collection services, continued delays in service, negligence of collection for collection assistance program residents, damages of Town property, debris and littered not collected by Contractor, spills from collection program not cleaned or managed by the Contractor within 48 hours or reported spill, damages of residential properties not repaired/replaced, etc. These penalties will be financial adjustments for services.
- The Contractor shall take title to and ownership of the Town's waste when the waste material is collected. The Contractor is solely responsible for collection and hauling of the collected waste to the approved dispose facility, for any cleanup costs for spillage, for litter control, for any liabilities arising out of accidents, and for any fees or fines connected with operations, transportation, or unloading. Additionally, the Contractor shall take title to and ownership of the Town waste upon its delivery to and burial at the landfill or delivery and processing to a Material Recovery Facility and its solely responsible for its disposal after that time, for all future closure and post closure costs, for any liabilities arising out of accidents or remediation activities, and for any fees or fines connected with landfill or recycling facility operations.
- Any additional service needs that may not be addressed in the original contract that are established by Town Staff.

Board of Commissioners Work Session Agenda Item Report

Agenda Item No.: 2023-71-
Submitted by: Lisa Hayes
Submitting Department: Administration
Meeting Date: March 7, 2023

SUBJECT
Consideration of Purchase and Sales Agreement Addendum - 343 S. White Street

Recommendation:
Approval of Addendum to Purchase and Sales Agreement (approved 12.7.21 through Resolution 2021-142)

Item Summary:

ATTACHMENTS
- AmendedResolution2021-142_343SouthWhiteStreetAuthorizingAcquisitionMar202307.pdf

RESOLUTION 2021-142 (AMENDED)
RESOLUTION OF THE TOWN OF WAKE FOREST
BOARD OF COMMISSIONERS TO ACQUIRE REAL ESTATE
LOCATED AT 343 S. WHITE STREET, WAKE FOREST, NORTH CAROLINA

WHEREAS, in accordance with N.C.G.S. § 160D-1315, the Town of Wake Forest (the "**Town**") seeks to redevelop the former SunTrust building site located in downtown Wake Forest (the "**Existing Site**"), through public-private partnerships, for the purposes of promoting economic development, providing parking to support the needs of the surrounding community, and continuing the positive impact and significant effect on the revitalization of downtown Wake Forest (the "**Project**").

WHEREAS, in collaboration with the UNC School of Government Development Finance Initiative ("**DFI**"), the Town has identified certain limitations associated with the Existing Site that will have an adverse impact on the Project, including the Existing Site's limited acreage, significant grade change, and the height restrictions along S. White Street.

WHEREAS, in order to expand upon and improve the development potential of the Existing Site, the Town and DFI have identified for acquisition an approximately 0.29 acre portion of that certain tract of land, having an address of 343 S. White Street (328 N. Brooks Street), Wake Forest, North Carolina, bearing Wake County Tax PIN 1841-50-1416 (the "**Property**").

WHEREAS, N.C.G.S. §§ 160D-1312 and 160D-1315 authorize the Town, at the discretion of its board of commissioners (the "**Board**"), to acquire real property for, among other reasons, the economic development and revitalization of the Wake Forest community.

WHEREAS, the Town and the current owner of the Property have negotiated the terms for the purchase and sale of the Property, the consideration of which would be One Hundred Seven Thousand and Seventy-Three and 00/100 Dollars ($107,073.00) (the "**Purchase Price**"), as further set forth in that certain Amendment to Purchase and Sale Agreement attached hereto as Exhibit A (the "**Amendment to Purchase Agreement**").

WHEREAS, the Board deems it to be in the best interests of the citizens of the Town to authorize the purchase of the Property for the purposes stated herein.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Town of Wake Forest, North Carolina that the acquisition of the Property for the Purchase Price and pursuant to the Amendment to Purchase Agreement is hereby approved, and the Town Manager is hereby authorized to negotiate and execute the instruments necessary to acquire the Property in accordance with the terms and conditions of the Purchase Agreement.

Adopted this the 7th day of March, 2023.

_____
Vivian A. Jones, Mayor

ATTEST:

_____
Theresa Savary, Town Clerk

Exhibit A

Amendment to Purchase and Sale Agreement

[See Attached]

AMENDMENT TO PURCHASE AND SALE AGREEMENT

Other Terms & Conditions:

Affixed to and made a part of that Agreement for Purchase and Sale of Real Property (the "Agreement") entered into on December 6th, 2021 by and between James S. Warren and wife, Carol A. Warren, individual residents of the State of North Carolina ("Seller"), and the Town of Wake Forest, a North Carolina municipal corporation, and/or its assigns ("Buyer").

1. EXHIBIT A (Description of Land) is amended to read "BEING all of Lot 4, containing 0.29 acres, more or less, as identified in that certain map entitled "MINOR SUBDIVISION PLAT PREPARED FOR THE TOWN OF WAKE FOREST," dated December 31st, 2022, prepared by Alicia M. Tabachnick, NC PLS, L-5452, of Timmons Group as shown on plat recorded in Book of Maps 2023, Page 118, Wake County Registry.
2. The Purchase Price is amended to read One Hundred Seven Thousand and Seventy-Three and 00/100 Dollars ($107,073.00).
3. Buyer and Seller have executed a parking agreement dated February 17th, 2023, that is incorporated by reference and made a part of this agreement.
4. The Agreement entered into on December 6th, 2021 by Seller and Buyer is extended for an additional thirty (days) from the execution of this amendment or until the closing of the purchase of this property, whichever occurs first.
5. In the event of a conflict between this addendum and the contract, this addendum shall control.

ALL OTHER TERMS AND CONDITIONS OF THE PURCHASE AND SALES AGREEMENT SHALL REMAIN THE SAME.

SELLER:

JAMES S. WARREN

By: _____ _____
James Warren Date

CAROL A. WARREN

By: _____ _____
Carol A. Warren Date

BUYER:

TOWN OF WAKE FOREST,
A North Carolina municipal corporation

By: _____ _____
Kip Padgett, Town Manager Date

Board of Commissioners Work Session Agenda Item Report

Agenda Item No.: 2023-89-
Submitted by: Terry Savary
Submitting Department: Administration
Meeting Date: March 7, 2023

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

Recommendation:

Item Summary:

ATTACHMENTS

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