



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

Notice

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

Cable & Online Broadcast of Board of Commissioners Meetings

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

Meeting Agendas

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

Public Hearings

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

Public Comment

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

1. Presentations

- 1.1 Age-Friendly Community Survey Results Presentation
[Item Summary_Age Friendly Community Survey Results Presentation_May 2025.docx](#)
- 1.2 Presentation on Phase 3 of the 2035 Wake Transit Plan Engagement.
[050625 BOC Agenda Summary](#)
[Attachment A - Wake Transit Plan Update Summary](#)
- 1.3 Presentation on a contract to remodel the Town Hall Third Floor to add additional meeting rooms and work stations for \$803,500.00
[Summary Third Floor Remodel.pdf](#)
[Attachment A Third Floor Remodel Resolution.docx](#)
[Attachment B Berry Building Group Submittal.pdf](#)
[Attachment C Full Third Floor Bid Tab.pdf](#)
- 1.4 Presentation on US-1 Tolling Alternatives
[050625_BOC_Agenda_Summary.pdf](#)
- 1.5 Presentation of Proposed FY 2025-2026 Annual Operating Budget
[Presentation of FY 2025-2026 Annual Operating Budget_summary.pdf](#)
- 1.6 Proclamation Recognizing May 11-17 2025 as National Nursing Home Week
[Proclamation Recognizing May 11-17 2025 as National Nursing Home Week.pdf](#)

2. Discussion of Monthly Financial Report

- 2.1 Discussion of March Financial Summaries
[Monthly Financial Report_summary.pdf](#)
[March 31, 2025 Financial Summaries.pdf](#)

3. Review of Draft Agenda for Upcoming Regular Meeting

- 3.1 Draft Agenda for May 20, 2025 BOC Regular Meeting
[Draft BOCRegularMeetingAgendaMAY202520.pdf](#)

4. Other Business

- 4.1 WF Chamber of Commerce Funding Request
[Summart WF Chamber of Commerce Funding Request.pdf](#)
[Non-Profit Agreement_WFACC_Draft_Clean_05.01.2025.pdf](#)
[WFCC and TOWF Partner Benefits_24-25and25-26\[3\].pdf](#)
[WFCC Financial_Report_Mar2025.pdf](#)
[Wake Forest Area Chamber Financial Policies and Procedures_4.17.25_FINAL.pdf](#)

5. Commissioner Reports

6. Adjournment



BOARD OF COMMISSIONERS WORK SESSION AGENDA ITEM REPORT

Agenda Item No.: 2024-444-
Submitted by: Lisa Hayes, Administration
Submitting Department: Administration
Meeting Date: May 6, 2025

Subject

Age-Friendly Community Survey Results Presentation

Recommendation:

Presentation by Ann Welton on Age-Friendly Community Survey Results

item Summary:

ATTACHMENTS:

- [Item Summary_Age Friendly Community Survey Results Presentation_May 2025.docx](#)

Item Summary

Age-Friendly Community Survey Results

Ann Welton, Independent Consultant, will give a presentation on the results of the Age-Friendly Community Survey (conducted September – December 2024) as the Town of Wake Forest continues to focus on making Wake Forest an Age-Friendly community.



BOARD OF COMMISSIONERS WORK SESSION AGENDA ITEM REPORT

Agenda Item No.: 2025-431-
Submitted by: Emma Linn, Planning
Submitting Department: Planning
Meeting Date: May 6, 2025

Subject

Presentation on Phase 3 of the 2035 Wake Transit Plan Engagement.

Recommendation:

item Summary:

ATTACHMENTS:

- [050625 BOC Agenda Summary](#)
- [Attachment A - Wake Transit Plan Update Summary](#)

Agenda Item: Presentation on Phase 3 of the 2035 Wake Transit Plan Engagement.

Summary: The Wake Transit Plan is a 10-year investment strategy for transit in the region. The plan will guide how we invest nearly \$1 billion to improve and expand our transit system, making it easier for people in Wake County to use public transportation.

The Capital Area Metropolitan Planning Organization (CAMPO) began phase 3 of public outreach for the 2035 Wake Transit Plan update in March. There are five (5) planned engagement phases to support the Wake Transit Plan Update project to ensure everyone will have the opportunity for ongoing and active involvement.

CAMPO staff will present the Phase 2 engagement results, planned engagement for Phase 3, and how residents can get involved.

Attachments: Attachment A - Wake Transit Plan Update Summary



2035 Investment Strategy

The Wake Transit Plan is Wake County's 10-year investment strategy.

The goal of the Wake Transit Plan is to improve and expand travel choices for people living in, commuting to and traveling through Wake County. It is organized around the Four Big Moves:

-  Connect the Region
-  Create Frequent, Reliable Urban Mobility
-  Connect all Wake County Communities
-  Enhance Access to Transit

In the past year, community members have been sharing feedback and ideas about the Wake Transit Plan through surveys, meetings, focus groups, social media campaigns and pop-up events. The result is a clear and consistent priority to serve more people and more places through continued investment in local transit services, countywide connections and regional transit options.

The draft 10-year (2026–2035) transit investment strategy balances these community priorities with the Wake Transit Plan revenue assumptions.

Visit the Wake Transit Plan project page to explore the “now and then” Story Map, to learn more about the specific projects and transit investment goals, and provide feedback.

www.publicinput.com/waketransit2035



2035 Investment Strategy

Feedback from partners, stakeholders and community members is guiding how nearly \$3 billion will be invested in transit projects and services between FY 2026 and FY 2035.

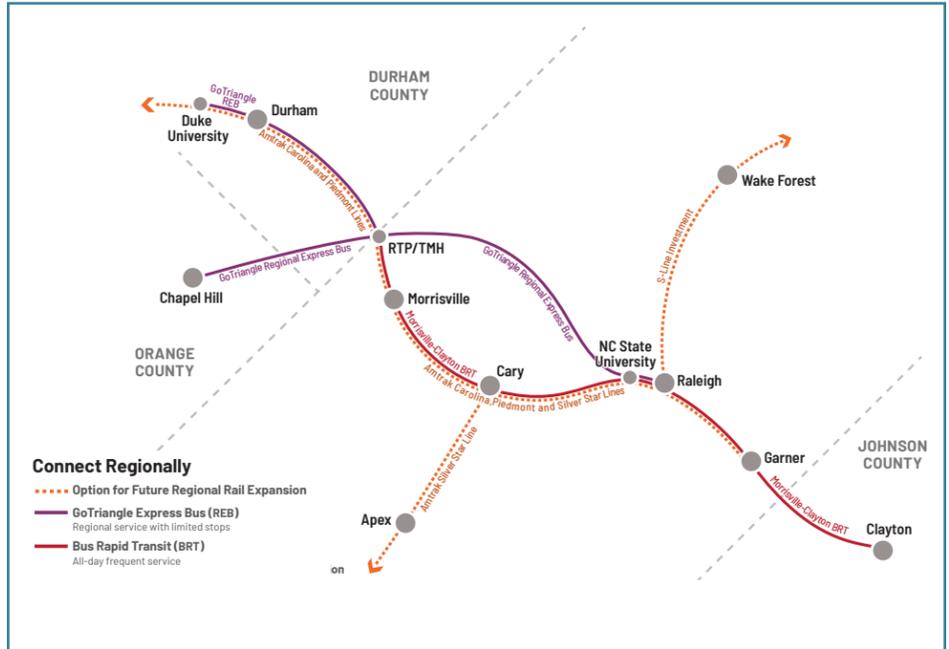
The materials below show how we are planning to make progress towards each of the Four Big Moves.

Connect the Region



Wake Transit will continue to invest in projects and services that make it easy to travel regionally.

- Investing in the region's rail network by building new stations, improving track and adding train service.
- Building regional BRT services with new connections from Cary to RTP and Garner to Clayton.
- Planning and building a new BRT service on I-40 that will connect Raleigh with RTP.

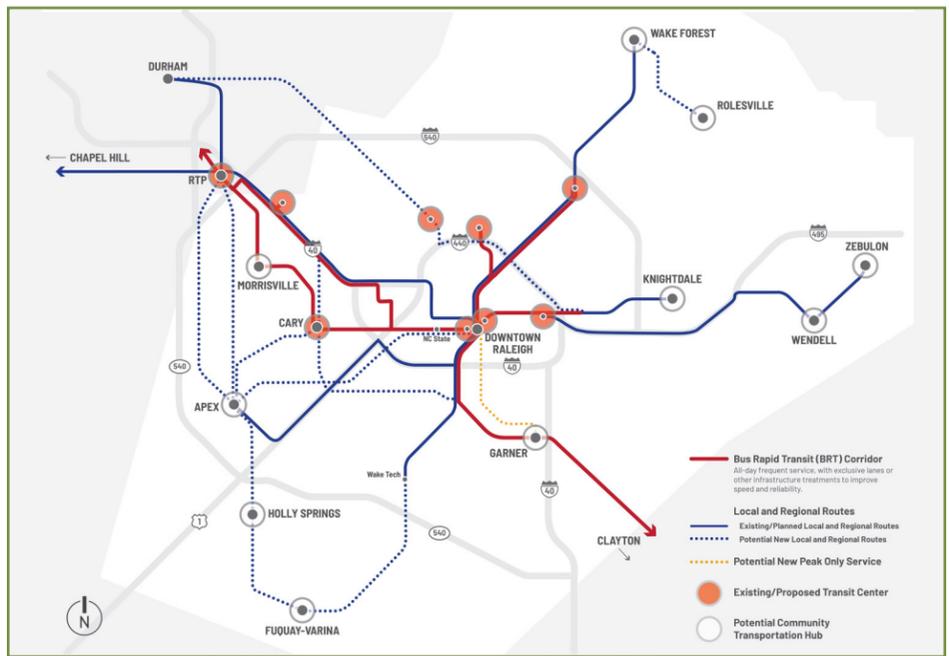


Connect All Communities



Wake Transit will improve existing connections between and to Wake County communities.

- Expanding local and regional bus services so there is service available all day, every day.
- Connecting every town with Cary, Raleigh and/or RTP.
- Expanding local bus routes so towns are connected to each other.
- Building at least five new community transportation hubs.

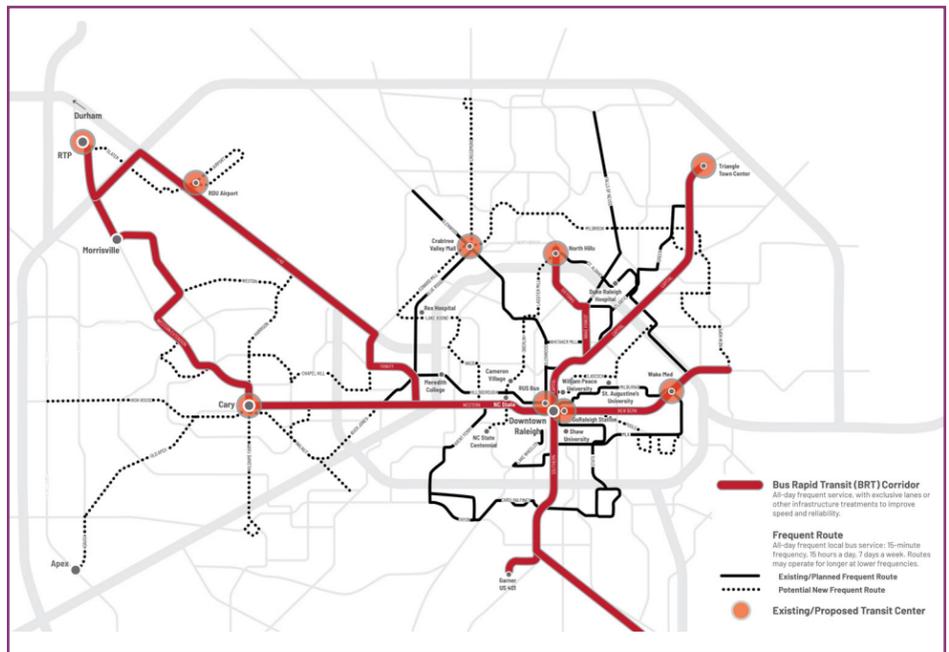


Frequent and Reliable Urban Mobility



Wake Transit will continue to build and expand the amount of frequent service in Wake County.

- Expanding the frequent bus network by offering more frequent service in the evening and on weekends.
- Adding new frequent bus routes.

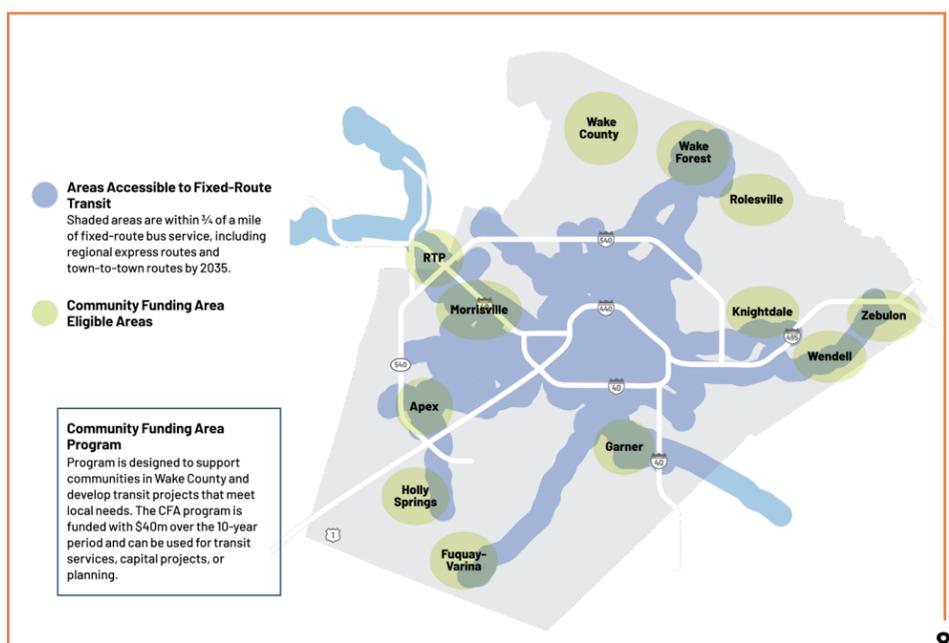


Enhance Access to Transit

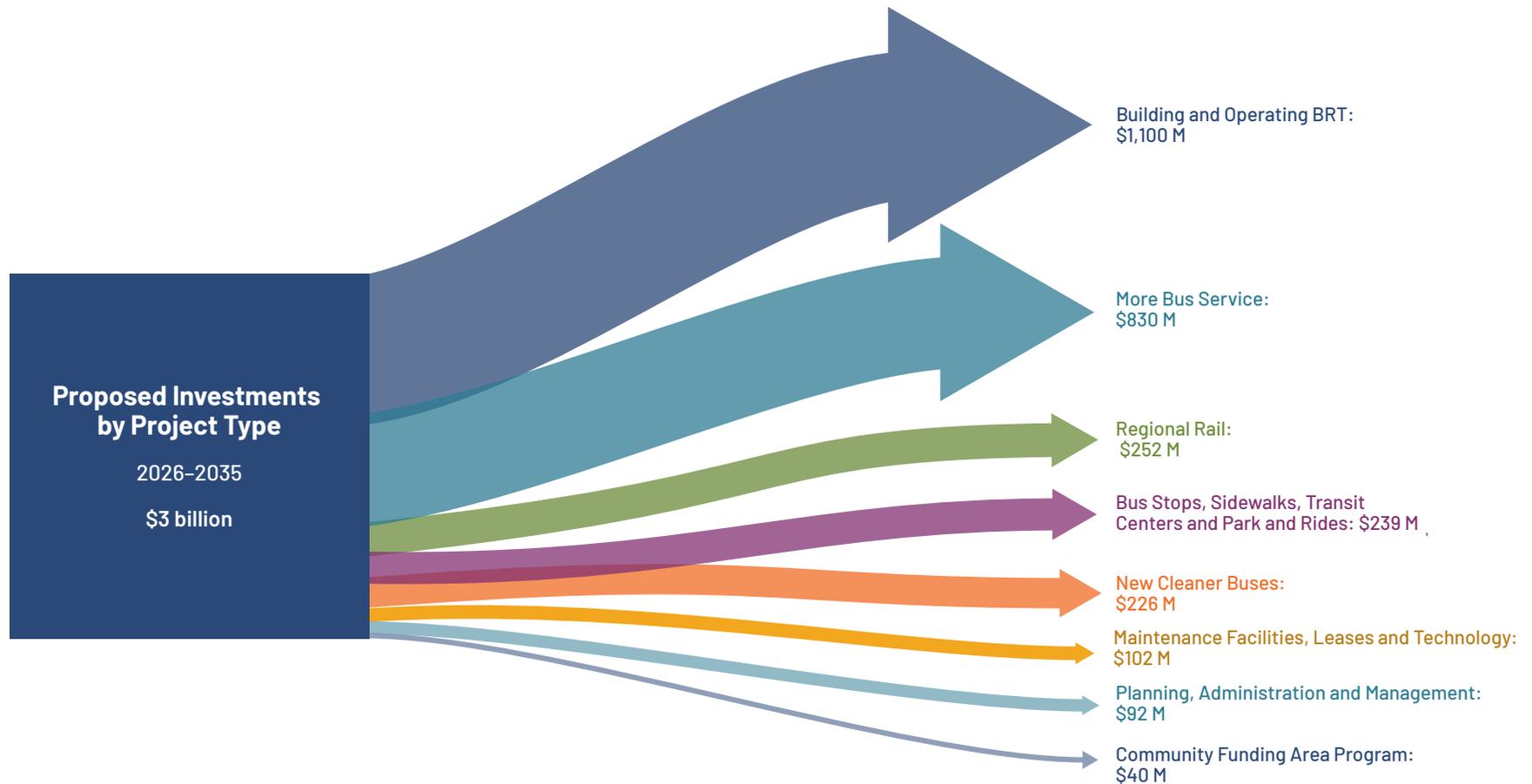


Wake Transit will continue to make it safer, easier and more comfortable to use transit.

- Increasing funding for bus stop improvements, sidewalks and crosswalks.
- Doubling funding for the Community Funding Area program to make it easier for Wake County towns to invest in local projects and services.



The Wake Transit Plan's Next 10 Years: 2026–2035



Stay up to date on Wake Transit news, share your thoughts, and follow our progress.

www.publicinput.com/waketransit2035





BOARD OF COMMISSIONERS WORK SESSION AGENDA ITEM REPORT

Agenda Item No.: 2025-443-

Submitted by: Allison Snyder, Public Facilities

Submitting Department: Public Facilities

Meeting Date: May 6, 2025

Subject

Presentation on a contract to remodel the Town Hall Third Floor to add additional meeting rooms and work stations for \$803,500.00

Recommendation:

item Summary:

ATTACHMENTS:

- [Summary Third Floor Remodel.pdf](#)
- [Attachment A Third Floor Remodel Resolution.docx](#)
- [Attachment B Berry Building Group Submittal.pdf](#)
- [Attachment C Full Third Floor Bid Tab.pdf](#)

Agenda Item: Presentation on a contract to remodel the Town Hall Third Floor to add additional meeting rooms and workstations for \$803,500.00

Summary: The renovation of Town Hall Third Floor is listed in the Facilities section of the Town's Capital Improvement Plan. The Engineering and Planning Departments need additional space to accommodate current staff and future growth for several years. The finished project will add different types of workspaces and create room for current staff and allow for future growth. This renovation to help standardize future renovations. We plan to use the same type of workspace and furniture moving forward in other renovations and at other facilities.

On March 3rd, the notice to bid was posted and on April 11th, the bidding closed with three total bidders. Three were found to be responsive. The lowest bidder was Berry Building Group.

The project is estimated to cost \$803,500.00

Attachments:

Attachment A Town Hall Third Floor Remodel Resolution

Attachment B Berry Building Group Submittal

Attachment C Full Third Floor Bid Tab

RESOLUTION 2024-XX

RESOLUTION AUTHORIZING THE TOWN MANAGER TO EXECUTE ON BEHALF OF THE TOWN OF WAKE FOREST, THE CONTRACT FOR TOWN HALL THIRD FLOOR RENOVATIONS, BID #0008-2024

WHEREAS, the Public Facilities Department posted a call for bids for renovations of Town Hall Third Floor as an opportunity to collect competitive bids for construction services as specified in the bid documents; and

WHEREAS, consistent with the Town's purchasing policy, on March 3, 2024, the Town published a Notice to Bidders inviting interested and qualified contractors to submit bids; and

WHEREAS, on April 11th, 2024, at 2:00 pm the bid opening was closed; and

WHEREAS, a bid tabulation was completed, and all three bids were reviewed to confirm receipt of required bid documentation, where three were found to be complete; and

WHEREAS, the lowest bidder was selected as the contractor to perform construction of The Town Hall Third Floor Renovation; and

BE IT RESOLVED by the governing body of the Town of Wake Forest hereby authorizes the Town Manager to execute a contract with the Berry Building Group for Bid #0008-2024 in the amount of \$803,500.00 for the Town Hall Third Floor Renovation project.

Adopted and effective the 20th day of May 2025.

Vivian A. Jones, Mayor

ATTEST:

Evelyn Wright, Town Clerk

Bid Proposal:
Town of Wake Forest
Town Hall Third Floor Renovation

April 11th, 2025

Bidder:

Berry Building Group, Inc.

North Carolina GC License: 81204

2755-B Charles Blvd, Greenville NC 27858

Contact: Jason Knoernschild, jasonk@berrybg.com, 919-810-4120

Rec'd
4-11-25
1:50 PM
Randy Dunn

PROPOSAL FORM

Town of Wake Forest – Town Hall Third Floor Renovation

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

TOTAL BASE BID – Lump Sum

Eight hundred three thousand five hundred Dollars \$ 803,500.00

Construction Duration from NTP ~~120~~ 120 days

ITEM 1- Scope of Project

The complete renovations of the Town of Wake Forest Town Hall Third Floor Renovation, comprising approximately 7,000 square feet of office space, as described in the drawings and project manual.

ITEM 2- Addendums

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

Addendum #1 3/14/25

Addendum #2 4/3/25

Addendum#3 _____

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

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

SIGNATURE PAGE

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

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

4/11/2025

Date

Berry Building Group, Inc.

Company

Jason Knoernschild

Authorized Signature

Jason Knoernschild, Vice President

Printed Name and Title

2755-B Charles Blvd

Street Mailing Address

81204

Contactor's NC License No.

(SEAL)



83-0615011

Federal Identification #

jasonk@berrybg.com

Email Address

Greenville, NC 27858

City, State, Zip Code

919-810-4120

Telephone Number

On this day of April 11, 2025, before me Jason Knoernschild (name) appeared and, being duly sworn, did execute the foregoing proposal, and did so state that he/she was properly authorized by Berry Building Group Inc. (name of company) to execute the proposal and did so on his/her free act and deed.

Notary Public Sherry H. Arnette My Commission Expires 05/28/2029



NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

****attach to bid (required)****

State of North Carolina)

County of Pitt)

Project: Town of Wake Forest – Town Hall Third Floor Renovation

Jason Knoernschild, being first duly sworn, deposes and says that:

1. He is (owner, partner, officer, representative or agent) of Berry Building Group, Inc. the Bidder that has submitted the attached Bid;

2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bids of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Wake Forest or any person interested in the proposed Contract; and

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this Affiant.

Jason Knoernschild

Vice President

Name

Title

Subscribed and Sworn to before me this 11th Day of April, 2025

Notary Public: Sherry H. Arnette



My Commission Expires: 05/28/2029

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

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

The total value of minority business contracting will be (\$) 88,200.

The total percentage of minority business contracting will be (%) 11%.

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

County of Pitt

(Name of Bidder)

Affidavit of Berry Building Group, Inc.

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

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

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

The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the

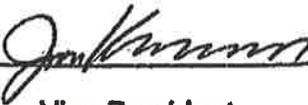
Identification of Minority Business Participation schedule conditional upon scope of contract to be executed

with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure to abide by this

statutory provision will constitute a breach of the contract.

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

Date: 4/11/2025 Name of Authorized Officer: Jason Knoernschild

Signature: 

Title: Vice President

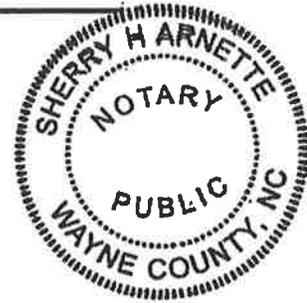


State of North Carolina County of Wayne

Subscribed and sworn to before me this 11th day of April 2025

Notary Public Sherry H. Arnette

My commission expires 05/28/2029



STATE OF NORTH CAROLINA

AFFIDAVIT

TOWN OF WAKE FOREST

I, Jason Knoernschild (the individual attesting below), being duly authorized by and on behalf of Berry Building Group, Inc. (the entity bidding on project hereinafter "Employer")

after first being duly sworn hereby swears or affirms as follows:

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

This 11th day of April, 2025.

[Signature]
Signature of Affiant

Print or Type Name: Jason Knoernschild

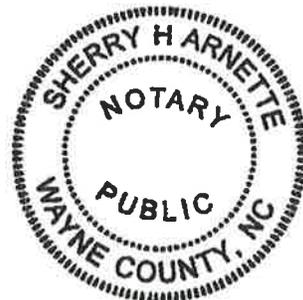
State of NC County of Pitt

Signed and sworn to (or affirmed) before me, this the 11th

day of April, 2025.

My Commission Expires: 05/28/2029

[Signature]
Notary Public



THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Berry Building Group, Inc.
2755-B Charles Blvd., Greenville, NC 27858

as Principal, hereinafter called the Principal, and Travelers Casualty and Surety Company of America
One Tower Square, Hartford, CT 06183

a corporation duly organized under the laws of the State of CT

as Surety, hereinafter called the Surety, are held and firmly bound unto Town of Wake Forest

301 S Brooks Street, Wake Forest, NC 27587

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

Dollars (\$ _____ 5% _____),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Town of Wake Forest - Town Hall Third Floor Renovation

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 11th day of April

Jason Williams
(Witness)

Berry Building Group, Inc.
(Principal)

By: *Jim Kummer*
(Title)



Bobbi Pendleton
(Witness)



Travelers Casualty and Surety Company of America
(Surety)

By: *Heather Segrist*
Attorney-in-Fact Heather Segrist
(Title)



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

POWER OF ATTORNEY

Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, St. Paul Fire and Marine Insurance Company, and Farmington Casualty Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and the Companies do hereby make, constitute and appoint Heather Segrist of Durham, NC, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 4th day of March, 2024.



State of Connecticut

City of Hartford ss.

By: *Bryce Grissom*
 Bryce Grissom, Senior Vice President

On this the 4th day of March, 2024, before me personally appeared Bryce Grissom, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

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

My Commission expires the 30th day of June, 2026



Anna P. Nowik
 Anna P. Nowik, Notary Public

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

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

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

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

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

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

Dated this April 11, 2025



Kevin E. Hughes
 Kevin E. Hughes, Assistant Secretary

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



BOARD OF COMMISSIONERS WORK SESSION AGENDA ITEM REPORT

Agenda Item No.: 2025-446-
Submitted by: Jennifer Currin, Planning
Submitting Department: Planning
Meeting Date: May 6, 2025

Subject

Presentation on US-1 Tolling Alternatives

Recommendation:

item Summary:

ATTACHMENTS:

- [050625_BOC_Agenda_Summary.pdf](#)

Agenda Item: Presentation on US-1 Tolling Alternatives.

Summary: Known for its significant road congestion, traveling on US-1 (Capital Boulevard) results in a substantial amount of time for residents, visitors, and workers in the region. The Capital Area Metropolitan Planning Organization (CAMPO), along with state and local partners, has pursued upgrading the corridor to a freeway for several decades. Projected costs for the US-1 conversion are estimated at \$1.3 billion with the risk of additional increases due to rising land acquisition and construction costs. After repeated and considerable delays, project costs have escalated exponentially. CAMPO partnered with the N.C. Turnpike Authority to investigate alternative methods to deliver this project to try to stabilize both the timeline and costs.

The study conducted by the N.C. Turnpike Authority developed four different tolling scenarios that could be used to preserve the project's schedule and feasibility. All four scenarios envision the upgrades as previously planned (NCDOT's U-5307), but two options explored converting the corridor to an expressway and the other two options present tolling as an express lane(s) project.

Attachments: None.



BOARD OF COMMISSIONERS WORK SESSION AGENDA ITEM REPORT

Agenda Item No.: 2025-423-

Submitted by: Aileen J. Staples, Administration

Submitting Department: Administration

Meeting Date: May 6, 2025

Subject

Presentation of Proposed FY 2025-2026 Annual Operating Budget

Recommendation:

item Summary:

ATTACHMENTS:

- [Presentation of FY 2025-2026 Annual Operating Budget_summary.pdf](#)

Presentation of Proposed FY 2025-2026 Annual Operating Budget

Town Manager Kip Padgett will present the proposed spending plan for the upcoming fiscal year beginning July 1, 2025. There will be a power point presentation providing the highlights of the fiscal year 2025-2026 proposed budget.



BOARD OF COMMISSIONERS WORK SESSION AGENDA ITEM REPORT

Agenda Item No.: 2025-450-
Submitted by: Ella Dowtin, Administration
Submitting Department: Administration
Meeting Date: May 6, 2025

Subject

Proclamation Recognizing May 11-17 2025 as National Nursing Home Week

Recommendation:

item Summary:

ATTACHMENTS:

- [Proclamation Recognizing May 11-17 2025 as National Nursing Home Week.pdf](#)



TOWN of
WAKE FOREST

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

www.wakeforestnc.gov

PROCLAMATION

Recognizing May 11 – 17, 2025, as National Nursing Home Week

WHEREAS our valued citizens in the Town of Wake Forest staying in skilled nursing or post-acute care centers have made important contributions to the success and growth of our community; and

WHEREAS care center residents and patients of any age or ability are themselves living history and a precious resource; and

WHEREAS we are committed to improving programs that assist older Americans and people with disabilities in achieving their goals and to show older adults and persons with disabilities patience, kindness, respect, and compassion.

THEREFORE I, Vivian A. Jones, mayor of the Town of Wake Forest, do hereby proclaim the week of May 12 to 18, 2019 as Nursing Home Week in the Town of Wake Forest and urge everyone to visit or contact their loved ones, friends or neighbors in a skilled nursing or post-acute care center as a way to acknowledge their contributions to society and to lift the spirits of caregivers who value the community's involvement.

This the 10th day of May 2025.

Attest:

Vivian A. Jones, Mayor

Evelyn Wright, Town Clerk





BOARD OF COMMISSIONERS WORK SESSION AGENDA ITEM REPORT

Agenda Item No.: 2025-447-

Submitted by: Aileen J. Staples, Administration

Submitting Department: Administration

Meeting Date: May 6, 2025

Subject

Discussion of March Financial Summaries

Recommendation:

item Summary:

ATTACHMENTS:

- [Monthly Financial Report_summary.pdf](#)
- [March 31, 2025 Financial Summaries.pdf](#)

Agenda Item: Monthly Financial Report

Summary: Staff prepares monthly financial reports for each of the respective operating funds for which an annual budget is authorized by the Board of Commissioners. The reports are accompanied by highlights during respective month for each fund.

Attachments: Financial summaries

Town of Wake Forest

March 31, 2025

OVERALL HIGHLIGHTS:

- General Fund total year-to-date revenues are at 79.25% of annual budgeted amounts.
- Current year ad valorem taxes are ahead of prior YTD by \$10 million.
- *Net increase YTD (increase in fund balance) is \$9.7 million.*
 - **This will level out for the remainder of the year**
 - **Capital purchases and debt service will occur in April-June**
- Guidelines for spending is 75% across town departments.
- Purchase for resale – power for March is paid in April (\$1,018,106) and not reflected in the attached.
 - **Staff continue to monitor cash deficit issue in the Electric Fund.**
 - **In May, staff will recommend the Board of Commissioners to consider approving an internal loan from General Fund to Electric to cover the costs of the generation systems. The internal loan option is preferred as opposed to an external installment purchase agreement. This will mitigate the cash deficit for FY 2025.**
 - **Slight rate adjustment will be included in FY 26 Proposed Budget**
- Effective with FY 2025 is the Stormwater Utility Fund
 - Fees are received with weekly tax collections
- American Rescue Plan Act (ARPA) is a “life to date” (LTD) fund and everything reported is cumulative from the beginning – July 2021.
 - All funds have been encumbered/obligated as of December 31, 2024 (first deadline).
 - Second deadline – all funds must be expended by December 31, 2026.
- Any transfers budgeted in respective funds will be completed (if needed) the final quarter of the fiscal year (April – June).

GENERAL FUND
March 31, 2025

Monthly Target Percentage

75.00%

Department	Amended Budget	YTD Actual	Encumbrances	Remaining Budget (including encumbrances)	% Budget Used (includes encumbrances)	PY YTD Actuals
REVENUES						
Ad Valorem Taxes	\$ 48,755,135	\$ 48,504,630	-	\$ 250,505	99.49%	\$ 38,557,917
Other Taxes	62,500	48,261	-	14,239	77.22%	41,696
Unrestricted Intergovernmental	18,839,490	10,845,227	-	7,994,263	57.57%	9,831,482
Restricted Governmental	2,720,475	2,215,923	-	504,552	81.45%	2,012,859
Permits and Fees	2,761,985	2,016,309	-	745,676	73.00%	2,157,533
Other Revenue	2,276,900	1,501,990	-	774,910	65.97%	1,365,792
Sales and Services	5,538,100	3,388,913	-	2,149,187	61.19%	3,145,978
Investment Earnings	1,365,500	954,927	-	410,573	69.93%	1,298,398
Other Financing Sources	7,131,683	1,418,019	-	5,713,664	19.88%	3,833,803
General Fund Total	\$ 89,451,768	70,894,197	-	18,557,571	79.25%	\$ 62,245,457

Department	Amended Budget	YTD Actual	Encumbrances	Remaining Budget (including encumbrances)	% Budget Used (includes encumbrances)	PY YTD Actuals
EXPENDITURES						
410 Board of Commissioners	\$ 450,200	\$ 295,626	\$ -	\$ 154,574	65.67%	\$ 233,854
412 Legal Services	309,225	233,236	-	75,989	75.43%	302,899
420 Town Manager's Office	1,031,179	715,521	53,232	262,425	74.55%	696,433
421 Town Clerk	281,000	202,902	-	78,098	72.21%	178,765
422 Organizational Performance	580,445	409,999	3,258	167,188	71.20%	344,958
423 Budget Management	339,430	236,951	-	102,479	69.81%	101,302
425 Communications	1,311,315	869,167	67,366	374,782	71.42%	905,814
430 Human Resources	1,319,140	899,575	48,195	371,370	71.85%	857,014
431 Risk Management	580,430	495,095	7,455	77,880	86.58%	414,016
435 Downtown Development	545,610	339,174	-	206,436	62.16%	336,678
440 Financial Services	1,659,445	1,245,140	660	413,645	75.07%	1,075,125
445 Information Technology	2,660,440	1,921,855	84,415	654,170	75.41%	1,682,669
480 Inspections	2,425,530	1,541,119	-	884,411	63.54%	1,579,150
490 Planning	4,230,860	1,941,114	1,665,395	624,351	85.24%	2,465,487
500 Public Facilities	5,090,994	2,846,696	947,428	1,296,870	74.53%	2,296,207
510 Police	18,096,625	13,945,094	112,250	4,039,281	77.68%	12,227,373
520 Fire	13,572,320	10,105,636	470,116	2,996,568	77.92%	8,754,574
530 Public Works Administration	305,630	206,006	-	99,624	67.40%	215,568
535 Urban Forestry	632,960	333,790	22,244	276,926	56.25%	359,728
540 Engineering	1,842,758	1,227,446	80,955	534,357	71.00%	1,156,622
545 Stormwater Management	-	-	-	-	0.00%	295,480
550 Fleet Maintenance	701,625	447,731	-	253,894	63.81%	423,024
560 Streets	4,374,905	2,783,939	464,472	1,126,494	74.25%	2,228,786
580 Solid Waste	6,554,365	4,172,370	148,569	2,233,426	65.92%	3,531,568
620 Parks and Recreation	7,110,117	3,700,252	1,131,963	2,277,903	67.96%	6,675,054
999 Transfers	13,445,220	10,115,695	-	3,329,525	75.24%	6,508,885
General Fund Total	\$ 89,451,768	61,231,129	5,307,972	22,912,667	74.39%	\$ 55,847,032

General Fund - Net Gain (Loss)

\$ 9,663,069

\$ 6,398,425

Debt Service Fund
March 31, 2025

Monthly Target Percentage

75.00%

Department	Amended Budget	YTD Actual	Remaining Budget (including encumbrances)	% Budget Used (includes encumbrances)	PY YTD Actuals
REVENUES					
Restricted Governmental	\$ 1,505,600	1,719,784	(214,184)	114.23%	1,530,087
Permits and Fees	596,085	410,975	185,110	68.95%	515,719
Investment Earnings	8,000	88,689	(80,689)	1108.61%	21,353
Other Financing Sources	9,015,815	6,713,111	2,302,704	74.46%	4,575,331
General Fund Total	\$ 11,125,500	8,932,559	2,192,941	80.29%	\$ 6,642,490

Department	Amended Budget	YTD Actual	Remaining Budget (including encumbrances)	% Budget Used (includes encumbrances)	PY YTD Actuals
EXPENDITURES					
440 Financial Services	\$ 1,173,105	\$ 8,380	\$ 1,164,725	0.71%	\$ 8,380
445 Information Technology	621,895	655,674	(33,779)	105.43%	393,604
480 Building Inspections	20,580	10,285	10,295	49.97%	50,920
490 Planning	26,120	104,238	(78,118)	399.07%	6,296
500 Public Facilities	304,515	404,802	(100,287)	132.93%	494,005
510 Police	640,215	607,177	33,038	94.84%	684,671
520 Fire	2,306,235	279,712	2,026,523	12.13%	279,712
535 Urban Forestry Division	4,280	4,273	7	99.84%	8,546
540 Engineering	16,360	8,178	8,182	49.99%	3,523
550 Fleet Maintenance	12,155	10,348	1,807	85.13%	14,621
560 Streets	1,743,055	944,010	799,045	54.16%	695,918
570 Powell Bill	2,059,045	1,233,983	825,062	59.93%	585,034
580 Solid Waste	338,650	182,493	156,157	53.89%	144,143
620 Parks and Recreation	1,859,290	813,216	1,046,074	43.74%	961,312
General Fund Total	\$ 11,125,500	5,266,769	5,858,731	47.34%	\$ 4,330,686

Debt Service Fund - Net Gain (Loss)

\$ 3,665,791

\$ 2,311,805

DMSD Special Revenue Fund
March 31, 2025

Monthly Target Percentage

75.00%

Department	Amended Budget	YTD Actual	Encumbrances	Remaining Budget (including encumbrances)	% Budget Used (includes encumbrances)	PY YTD Actuals
REVENUES						
Ad Valorem Taxes	\$ 203,850	\$ 199,532	-	\$ 4,318	97.88%	\$ 158,191
Investment Earnings	21,500	13,997	-	7,503	65.10%	15,351
Other Financing Sources	-	-	-	-	0.00%	-
DMSD Special Revenue Fund Total	\$ 225,350	213,529	-	11,821	94.75%	\$ 173,542

Department	Amended Budget	YTD Actual	Encumbrances	Remaining Budget (including encumbrances)	% Budget Used (includes encumbrances)	PY YTD Actuals
EXPENDITURES						
Transfers In (Out)	\$ 225,350	\$ 12,069	\$ -	\$ 213,281	5.36%	\$ 148,800
DMSD Special Revenue Fund Total	\$ 225,350	12,069	-	213,281	5.36%	\$ 148,800

Downtown District - Net Gain (Loss)

201,460

24,742

Wake Forest Renaissance Centre
 March 31, 2025

Monthly Target Percentage

75.00%

Department	Amended Budget	YTD Actual	Encumbrances	Remaining Budget (including encumbrances)	% Budget Used (includes encumbrances)	PY YTD Actuals
REVENUES						
Sales and Services	\$ 233,100	\$ 148,397	\$ -	\$ 84,703	63.66%	\$ 142,511
Other Revenue	185,605	136,941	-	48,664	73.78%	100,310
Other Financing Sources	984,045	598,163	-	385,883	60.79%	542,839
WFRC Fund Total	\$ 1,402,750	883,500	-	519,250	62.98%	\$ 785,660

Department	Amended Budget	YTD Actual	Encumbrances	Remaining Budget (including encumbrances)	% Budget Used (includes encumbrances)	PY YTD Actuals
EXPENDITURES						
626 Wake Forest Renaissance Centre	\$ 1,402,750	\$ 965,413	\$ 32,220	\$ 405,117	71.12%	\$ 760,593
WFRC Fund Total	\$ 1,402,750	965,413	32,220	405,117	71.12%	\$ 760,593

WFRC Fund - Net Gain (Loss) \$ (81,913) \$ 25,068

WAKE FOREST POWER (ELECTRIC FUND)
March 31, 2025

Monthly Target Percentage

75.00%

Department	Amended Budget	YTD Actual	Encumbrances	Remaining Budget (including encumbrances)	% Budget Used (includes encumbrances)	PY YTD Actuals
REVENUES						
Charges for Services	\$ 23,918,460	\$ 19,532,565	-	\$ 4,385,895	81.66%	\$ 18,399,315
Sales Tax - Utility	1,622,720	1,353,756	-	268,964	83.43%	1,280,170
Other Revenue	565,000	559,707	-	5,293	99.06%	378,104
Investment Earnings	54,320	18,826	-	35,494	34.66%	40,065
Other Financing Sources	100,000	-	-	100,000	0.00%	3,112
Electric Fund Total	\$ 26,260,500	21,464,855	-	4,795,645	81.74%	\$ 20,100,765

Department	Amended Budget	YTD Actual	Encumbrances	Remaining Budget (including encumbrances)	% Budget Used (includes encumbrances)	PY YTD Actuals
EXPENDITURES						
840 Electric - Billing & Collections	\$ 928,365	\$ 643,360	\$ -	\$ 285,006	69.30%	\$ 462,947
850 Electric - Operations	\$ 24,929,985	20,346,008	2,471,502	2,112,475	91.53%	18,583,487
860 Electric - Tree Trimming	402,150	248,021	209	153,920	61.73%	209,952
Electric Fund Total	\$ 26,260,500	21,237,388	2,471,711	2,551,400	90.28%	\$ 19,256,386

Electric Fund - Net Gain (Loss)

227,467

844,379

STORMWATER UTILITY FUND
March 31, 2025

Monthly Target Percentage

75.00%

Department	Amended Budget	YTD Actual	Encumbrances	Remaining Budget (including encumbrances)	% Budget Used (includes encumbrances)	PY YTD Actuals
REVENUES						
Charges for Services	\$ 2,325,000	\$ 3,820,778	-	\$ (1,495,778)	164.33%	\$ -
Other Revenue	-	-	-	-	0.00%	-
Investment Earnings	-	17,977	-	(17,977)	0.00%	-
Other Financing Sources	-	-	-	-	0.00%	-
Stormwater Utility Fund	\$ 2,325,000	3,838,755	-	(1,513,755)	165.11%	\$ -

Department	Amended Budget	YTD Actual	Encumbrances	Remaining Budget (including encumbrances)	% Budget Used (includes encumbrances)	PY YTD Actuals
EXPENDITURES						
545 - Stormwater Management	\$ 2,325,000	\$ 281,415	\$ 20,731	\$ 2,022,854	13.00%	\$ -
Stormwater Utility Fund	\$ 2,325,000	281,415	20,731	2,022,854	13.00%	\$ -

Stormwater Utility Fund - Net Gain/(Loss) **3,557,340** **-**

AMERICAN RESCUE PLAN ACT (ARPA)
March 31, 2025 (Cumulative - Life to Date)

Monthly Target Percentage

N/A

							N/A
Department	Amended Budget	LTD Actual	Encumbrances	Remaining Budget	% Budget Used	PY YTD Actuals	
REVENUES							
Restricted Governmental	\$ 14,541,000	14,541,846	-	(846)	100.01%	-	
Investment Earnings	1,025,430	1,047,279	-	(21,849)	0.00%	-	
Other Financing Sources	-	-	-	-	0.00%	-	
General Fund Total	\$ 15,566,430	15,589,125	-	(22,695)	100.15%	\$ -	
Department	Amended Budget	LTD Actual	Encumbrances	Remaining Budget	% Budget Used	PY YTD Actuals	
EXPENDITURES							
445 Information Technology	\$ 1,030,000	\$ 803,732	\$ 59	\$ 226,209	78.04%	\$ -	
525 Public Safety (ARPA)	3,220,840	1,566,831	1,654,000	9	100.00%	-	
540 Engineering	6,770,000	2,525,464	5,261,567	(1,017,032)	115.02%	-	
638 Other Improvements	4,545,590	3,932,611	316,069	296,910	93.47%	-	
General Fund Total	\$ 15,566,430	8,828,638	7,231,696	(493,903)	103.17%	\$ -	
ARPA Fund - Net Gain (Loss)		\$ 6,760,487				\$ -	

NOTE: Budget amendment forthcoming to reclass allocations between respective departments/divisions, functions and line items.



BOARD OF COMMISSIONERS WORK SESSION AGENDA ITEM REPORT

Agenda Item No.: 2025-452-
Submitted by: Evelyn Wright
Submitting Department:
Meeting Date: May 6, 2025

Subject

Draft Agenda for May 20, 2025 BOC Regular Meeting

Recommendation:

item Summary:

ATTACHMENTS:

- [Draft BOCRegularMeetingAgendaMAY202520.pdf](#)



**DRAFT Wake Forest Board of Commissioners
Meeting Agenda
May 20, 2025 – at 6:00 PM
All items listed are for discussion and possible action.**

Notice

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

Cable & Online Broadcast of Board of Commissioners Meetings

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

Meeting Agendas

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

Public Hearings

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

Public Comment

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

Call to Order

Pledge of Allegiance

1. Approval of Agenda

2. Approval of Minutes

3. Presentations

- 3.A Resolution Recognizing Sergeant Larry Neal Collie on his Retirement

[Collie Summary appreciation of services.docx](#)

[Collie Resolution of Appreciation for Services.docx](#)

- 3.B Proclamation

[Proclamation Recognizing Tourette Syndrome Awareness Day 2025.pdf](#)

4. Public hearings / Public Comment

- 4.A Public Hearing to receive public comment on the proposed FY 2025-2026 Budget

- 4.B Evidentiary Hearing on QUASI-JUDICIAL CASE SUP-24-02, Wake Forest Fire Station #6 a Special Use Permit application filed by Chief Ron Early on behalf of Town of Wake Forest, for the establishment of a Public Safety Station on 4.48± acres located at 1621 and 1701 Wait Ave, being Wake County Tax PINs 1850578617 and 1850670578.

5. Consent Agenda

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

- 5.A Approval of Budget Ordinance Amendment # 2 - FY 2024-2025

[Budget Ordinance Amendment_summary.pdf](#)

- 5.B Resolution to support NCDOT Abandonment of the old alignment of Rogers Branch Rd and assume maintenance, into the Town of Wake Forest Street System for Maintenance.

[Attachment_A_Summary_2025_Old Rogers Branch.docx](#)

[Attachment_B_Resolution_2025.05_Old Rogers Branch.docx](#)

[Attachment_C_Contract Exhibit.pdf](#)

[Attachment_D_Proposed Addition.pdf](#)

- 5.C Approval of a Resolution to surplus the badge and service weapon carried by Sergeant Larry Neal Collie

[Collie Summary badge and weapon surplus.docx](#)

[Collie Resolution Badge and Weapon.docx](#)

- 5.D Approval of a contract to remodel the Town Hall Third Floor to add additional meeting rooms and work stations for \$803,500.00
[Summary Third Floor Remodel.pdf](#)
[Attachment A Third Floor Remodel Resolution.docx](#)
[Attachment B Berry Building Group Submittal.pdf](#)
[Attachment C Full Third Floor Bid Tab.pdf](#)

6. Legislative Items

7. Planning Items

- 7.A Consideration of QUASI-JUDICIAL CASE SUP-24-02, Wake Forest Fire Station #6 a Special Use Permit application filed by Chief Ron Early on behalf of Town of Wake Forest, for the establishment of a Public Safety Station on 4.48± acres located at 1621 and 1701 Wait Ave, being Wake County Tax PINs 1850578617 and 1850670578.

8. Administration and Financial Items

- 8.A Consideration of approval of Resolution Authorizing an Internal Loan from the General Fund to Wake Forest Power for the purchase of Generation Systems

9. Public Services Items

10.Parks and Recreation Items

- 10.A Consideration to Authorize Contract for Flaherty Park Tennis Construction Management
[Summary Sheet - Consideration of Contract for Flaherty Park Tennis Courts Construction.pdf](#)
[Resolution for BOC - Contract for Flaherty Tennis Courts Construction.pdf](#)

11.Public Safety Items

12.Other Business

13.Adjournment



BOARD OF COMMISSIONERS WORK SESSION AGENDA ITEM REPORT

Agenda Item No.: 2025-449-

Submitted by: Kip Padgett, Administration

Submitting Department: Administration

Meeting Date: May 6, 2025

Subject

WF Chamber of Commerce Funding Request

Recommendation:

item Summary:

ATTACHMENTS:

- [Summart WF Chamber of Commerce Funding Request.pdf](#)
- [Non-Profit Agreement_WFACC_Draft_Clean_05.01.2025.pdf](#)
- [WFCC and TOWF Partner Benefits_24-25and25-26\[3\].pdf](#)
- [WFCC Financial_Report_Mar2025.pdf](#)
- [Wake Forest Area Chamber Financial Policies and Procedures_4.17.25_FINAL.pdf](#)

WF Chamber of Commerce Funding Request

At the April 15 Board meeting, the Chamber President spoke and requested their funding be reestablished. Discussion by the Board occurred toward the end of the meeting and additional information requested to aid the Board in their decision.

Below is a list of attachments included with this item.

- Draft MOU
- Benefits Town receives from its Chamber membership
- Latest monthly financial report
- Financial Policies approved by the Chamber Board.

This Memorandum of Agreement is made as of the ____ day of _____ 2025, between the **Town of Wake Forest**, a North Carolina Municipal Corporation ("the Town") and **Wake Forest Area Chamber of Commerce**, a North Carolina not-for-profit corporation, EID# _____ ("the Chamber"). Together these are "the Parties."

WITNESSETH:

WHEREAS, the Town is authorized under North Carolina law to provide funding to certain non-profit agencies for the provision of public services that benefit Town residents; and

WHEREAS, the Chamber has been selected by the Wake Forest Board of Commissioners to receive Town funding for Fiscal Year 2026 for programming that serves a public purpose; and

WHEREAS, this Memorandum of Agreement ("Agreement") establishes the terms, conditions, and reporting requirements for the Chamber's receipt and use of Town funds;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

1. **Amount and Terms of Funding.** The Town agrees, subject to the terms and conditions of this Agreement, to provide the Chamber the sum of Forty Thousand Dollars (\$40,000.00) (\$20,000.00 for each fiscal year of FY2025 and FY2026, "Funds") to provide funding for the Chamber's provision of the programming and services described herein. The Town does not make any warranty, either express or implied, that the proceeds of the Funds will be sufficient to pay all or any particular portion of the funds necessary to complete such purposes and services. The amount of the Funds has been determined by the Town in reliance upon documentation regarding annual expenditures, revenues, projections, and other representations by the Chamber, and is consistent with the Chamber's "Community Champions" level of sponsorship.
2. **Relationship of the Parties, No Partnership.** Nothing in this Agreement is intended or shall be considered to create a joint venture or partnership between the Town and the Chamber nor be interpreted to deem either the agent of the other or to make the Town in any way responsible for the duties, responsibilities, obligations, liabilities, debts or losses of the Chamber.
3. **Unconditional Obligations.** The obligations of the Chamber to perform and observe this Agreement and any other agreements on its part contained herein shall be absolute and unconditional. Until such time as all obligations of the Chamber provided in this Agreement are met, the Chamber (i) shall perform and observe all of its other agreements obligations contained in this Agreement and (ii) shall observe any obligation or covenant, whether expressed or implied, or any duty, liability, obligation or covenant arising out of or connected with this Agreement.
4. **Benefits.** In addition to the services described in this Agreement, the Town shall receive from the Chamber the benefits described in Attachment 1. Attachment 1 is fully incorporated herein and is an integral part of this Agreement.

5. **Public Purpose and Authorized Services.** The Chamber shall use the Funds solely to perform services that constitute a public purpose as required by Article V, Section 2(1) of the North Carolina Constitution and applicable law. Authorized services shall include initiatives that: a) Attract new businesses to the Town and create jobs; b) Support existing small businesses within the Town; c) Engage in infrastructure advocacy that benefits the Town's economic development; d) Support educational or public safety initiatives that enhance the business environment. Any material change to these services shall require prior written approval from the Town Manager. All services shall be secular and non-partisan. In no circumstances may funding be used except in accordance with the requirements of this Agreement, including Section 5, below. Specifically, these services are intended to:

- Engage in infrastructure advocacy by lobbying for transportation improvements, advocating for expansion of broadband access, supporting water and sewer projects.
- Support educational or public safety initiatives by partnering with local schools to provide career training, supporting community policing programs, and promoting safety awareness campaigns.

6. **Use of Funds.** The Chamber shall expend Town Funds only for the performance of services or functions related to the services. For purposes of this Agreement, allowable expenses shall **not** include the following:

- Corporate debts/Mortgage payments
- Contingencies
- Contributions and donations
- Entertainment costs (especially and including provision of alcohol)
- Fines and penalties
- Legal Fees
- Interest and other financial costs
- Legislative expenses
- Religious worship, instruction, or proselytization
- Partisan political activity or instruction.
- Funds shall not support any activity that primarily benefits Chamber member organizations over non-member Town businesses.

The Chamber shall maintain detailed records of all expenditures of Funds, demonstrating how each expenditure supports the services described in Section 4. These records shall be made available to the Town for inspection upon request. The Chamber's failure to comply with these restrictions shall constitute a material breach of this Agreement.

7. **Term of Agreement.** The Term of this Agreement shall begin on the date first written above and, unless sooner terminated as provided herein, shall expire on June 30, 2026, or upon compliance with all of the provisions of this Agreement, whichever shall occur last (the "Term").
8. **Payment.** Unless otherwise first approved in writing by the Town's Chief Financial Officer, the Town shall pay a total of \$40,000.00 as follows: 1) one payment of \$20,000.00 on or before June 30, 2025; 2) another payment of \$20,000.00 between January 1, 2026, and June 30, 2026. Except as specified herein, the timing of the two payments shall be in the discretion of the Town's Chief Financial Officer. Except for the first payment, payments will be made upon acceptance by the Town of Chamber's financial and program reports as required for the previous quarter. The Town, in its sole discretion, may delay or cancel such payments for failure by the Chamber to comply with any of the provisions of this Agreement.
9. **Payments Do Not Constitute a Waiver.** No payment of Funds hereunder shall constitute a waiver of any of the conditions of the Town's obligation to make further payments nor, in the event the Chamber is unable to satisfy any condition required hereunder, shall any such payment have the effect of precluding the Town from thereafter declaring such inability to satisfy to be a breach of this Agreement, and to pursue reimbursement of the Funds to the extent requested, mandated by a court of law, or as otherwise required by a settlement or other binding arrangement.
10. **Financial Recordkeeping/Reporting.** The Chamber shall maintain accurate and complete financial records regarding the receipt and expenditure of all Town Funds. The Chamber, at its sole expense, shall account to the satisfaction of the Town Manager and Chief Financial Officer for all Funds received from the Town under this Agreement and all expenditures made from Funds. Pursuant to North Carolina General Statutes §159-40, the Chamber, at its sole expense, shall have a certified audit performed for the fiscal year in which the funds are received and shall file a copy of the audit report with the Town. Said audit shall be completed and submitted no later than sixty (60) days after the close of the fiscal year in which the funds were received.

Such accounting shall be in a form prescribed by the Town Manager and shall include an affidavit from the chief officer of the Chamber providing and attesting to the financial condition of the organization and the expenditure of the Funds received under this Agreement. The Chamber shall provide the Town Manager with a financial statement twice per year on the following schedule: 1) first statement covering July 1 through December 31 of the fiscal year in which the funds were received shall be submitted on or before January 31 of the fiscal year in which the funds are received; 2) the second statement covering January 1 through July 31 of the fiscal year in which the funds were received shall be submitted on or before July 31 following the fiscal year in which the funds were received. The Chamber shall provide such other information, records or documentation as the Town Manager may require. Any allegations of financial or other misconduct, including but not limited to criminal behavior, by any officer, employee, or other agent of the Chamber may be – in the Town's discretion – grounds for cessation of funding regardless of court orders or other legal outcomes of such allegations. Non-compliance with this section shall be deemed a material breach of this Agreement resulting in termination of the Agreement with no further funding. The reporting requirements in this Section and elsewhere in this Agreement are for the purposes of the Town's collection and review of documentation for the use of the funds provided, to document that the terms of this

Agreement and the appropriation have been met, and to sufficiently document that the funds have not been used for a different, unauthorized purpose.

The Chamber shall submit the quarterly financial reports to:

Wake Forest Town Manager

301 S. Brooks Street

Wake Forest, NC 27587

11. The Chamber shall retain financial and program records for a minimum period of three (3) years following the expiration or earlier termination of this Agreement. Nothing in this section shall be construed to relieve the Chamber from other applicable reporting requirements established by law.
12. **Program Reporting.** “Program” herein refers to any and all services provided by the Chamber pursuant to this Agreement. The Chamber shall submit two Program reports regarding the progress of the Program, progress toward Program outcomes and performance measures related to the success of the Program. The Program reports shall be submitted on the same schedule as the Financial reports described in Section 10 above. The Program reports should focus upon any and all services in keeping with this Agreement, or services identified by the Town in writing, if any.

The Program reports shall include the following information:

- A detailed description of the activities undertaken during the quarter.
- Data on the number of people served by each activity.
- Documentation of the progress and achievements made toward the outcomes identified in Section 4 or elsewhere in this Agreement.
- Any challenges encountered during the quarter and how they were addressed.
- Response to any question, issues, or concerns raised by the Town in writing. Submission of such responses in a quarterly report does not replace an obligation to respond to Town communications in a more timely manner at the time the Town raises a question, issue, or concern regarding any element of this Agreement.
- Plans for the next quarter.

The Program reports shall be provided to the Town Manager’s Office, on or before November 14, 2025; February 15, 2026; May 15, 2026; and August 15, 2026. Non-compliance with this section shall be deemed a material breach of this Agreement resulting in termination of the Agreement with no further funding.

The Chamber shall submit the quarterly program reports to:

Wake Forest Town Manager

301 S. Brooks Street

Wake Forest, NC 27587

13. **Review and Right to Audit.** The Town, together with the Chamber, may review services and performance measures from time to time and make suggestions for improvement as necessary. Performance measures may be changed upon mutual agreement in writing between the Chamber and Town. Additionally, the Chamber shall allow the Town's Chief Financial Officer or Finance Director access to the records and information required hereunder and shall facilitate a review of the accounting and program operations as may be required. The Town shall have the right to conduct up to two (2) site visits per month or up to twelve (12) total site visits per year. Said site visits shall be granted by the Chamber within one (1) week of a written request for a site visit.
14. **Warranties of Town.** The Town warrants and represents that it is a North Carolina Municipal Corporation and that it has duly authorized the execution and delivery of this Agreement. The Town further warrants and covenants the Town will at all times faithfully observe and perform all agreements, covenants, undertakings, stipulations and provisions contained in this Agreement and in all proceedings of the Town pertaining to this Agreement, except for contractually permissible reasons such as breach or other non-compliance by the Chamber.
15. **Warranties of the Chamber.** The Chamber hereby makes the following warranties and representations to induce the Town to enter into this Agreement:
- a. The Chamber is a North Carolina not-for-profit corporation duly organized and existing under and by virtue of the laws of the State of North Carolina ("State).
 - b. The Chamber is exempt under Section 501(c)(3) of the Internal Revenue Code.
 - c. The Chamber is not in violation of any provision of its articles of incorporation or any laws of the State relevant to the transactions contemplated by this Agreement.
 - d. The Chamber has full power and authority to execute and deliver this Agreement and to carry out the Programs and obligations provided for herein. The execution and delivery of this Agreement has by proper action been duly authorized by the Chamber and all actions necessary have been taken to constitute this Agreement when executed and delivered by the respective parties thereto, valid and binding obligations of the Chamber.
 - e. The execution, delivery and performance by the Chamber of this Agreement and the consummation of the Programs and obligations contemplated hereby will not violate any provision of law or regulation applicable to the Chamber, or of any writ or decree of any court or governmental authority, or of the articles of incorporation and by-laws of the Chamber, or of any mortgage, indenture contract, agreement or other undertaking to which the Chamber is a party or which purports to be binding upon the Chamber or upon any of its assets.
 - f. The Chamber shall do or cause to be done all things necessary to preserve, maintain and keep in full force and affect its legal existence and comply with all laws applicable to it so long as it remains obligated to the Town under this Agreement.
 - g. All information given and to be given by the Chamber to the Town, is and shall be true and correct. Chamber has not and shall not hereafter neglect to inform the Town of any material information pertaining to this Agreement.

- h. The Chamber at its sole expense shall assist the Town in obtaining any information or documentation required to verify the statements and comments made in this Agreement. The Chamber hereby consents to any inspection of the Program required for such verification and agrees to supply any information or documentation required for such verification within the Chamber's control as the Town may request.
- i. The Chamber will maintain all filings and registrations necessary to remain current and active with the North Carolina Secretary of State throughout the Term of this Agreement.
- j. No funds provided hereunder shall be used to promote or provide any religious belief or partisan political activity or instruction. The Chamber shall refrain from any religious or partisan political teaching, instruction, indoctrination, proselytizing, exposure or discussion in its Program for which Funds are expended. All Programs shall be secular and politically neutral and the Chamber shall have the obligation to ensure compliance with this provision by employees or anyone under Chamber's control. The failure of Chamber to comply with this provision shall be deemed a material breach of this agreement.
- k. The Chamber shall at all times follow its Financial Policies and Procedures Manual, except where said policy contradicts or requires less than this Agreement, in which case the terms and conditions of this Agreement shall control unless otherwise consented to in writing by the Town.
- l. **Repayment of Funds.** The Chamber shall repay to the Town the full amount of any Funds lost, misapplied, or inadequately accounted for in violation of this Agreement.

16. **Insurance Requirements.** The Chamber shall procure and maintain for the duration of the contract the following insurance coverage from an insurance company(s) possessing a rating of A-VI or higher from the A.M. Best Company or an equivalent rating service. All of the policies required of the Chamber shall contain a waiver of subrogation provision to waive all rights of recovery under subrogation or otherwise against the Town. The Chamber shall advise the Town of any cancellation, non-renewal, or material change in any policy within ten (10) days of notification of such action and provide updated certificates of insurance evidencing renewals within fifteen (15) days of expiration. All of the policies required of the Chamber shall be primary and the Chamber agrees that any insurance or self-funded liability programs maintained by the Town shall be non-contributing with respect to the Chamber's insurance.

- a. Commercial General Liability: shall be a limit of not less than **\$1,000,000** per occurrence and **\$2,000,000** aggregate. Coverage must be in a form providing coverage not less than the standard Insurance Services Office Form CG 00 01 and include products and completed operations, property damage, bodily injury, and personal & advertising injury.
- b. Commercial Automobile Liability: shall be a limit of not less than **\$1,000,000** per occurrence for any (Code 1) vehicle, or if Chamber has no owned autos, hired, (Code 8) and non-owned autos (Code 9).

- c. Worker's Compensation and Employers Liability: shall be at North Carolina statutory limits. The Chamber shall satisfy all compulsory requirements relating to workers' compensation in any jurisdiction in which benefits may be claimed. Employers Liability shall be a limit of not less than **\$1,000,000** per accident for bodily injury or disease.
 - d. Insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Chamber, upon request, shall furnish Town with complete copies of insurance policies required. By requiring insurance herein, the Town does not represent that coverage and limits will necessarily be adequate to protect the Chamber, and such coverage and limits shall not be deemed as a limitation on the Chamber's liability under the indemnities granted to the Town in this Contract. Any umbrella or excess liability coverage must be at least as broad as the primary coverage and contain all coverage provisions that are required of the primary coverage. . The Vendor's Liability policies shall be endorsed, specifically or generally, to include the following as Additional Insured: TOWN OF WAKE FOREST, ITS OFFICERS, AGENTS AND EMPLOYEES ARE INCLUDED AS ADDITIONAL INSURED WITH RESPECT TO THE GENERAL LIABILITY AND AUTO LIABILITY INSURANCE POLICIES.
 - e. The failure of the Town at any time to enforce the insurance provisions, to demand such certificates of insurance, or to identify a deficiency shall not constitute a waiver of those provisions, nor reduce the obligations of the Chamber to maintain such insurance or to meet its obligations under the indemnification provisions.
 - f. The Chamber shall provide the Town a valid certificate of insurance, in advance of the performance of any work, exhibiting coverage as required by the Town. Providing and maintaining adequate insurance coverage is a material obligation of the Chamber. The Chamber shall require its subcontractors to maintain insurance coverage required herein or cover the subcontractors under the Chamber's policies. The Certificate of Insurance shall be provided on the industry standard form (ACORD 25).
 - g. Notwithstanding the foregoing, nothing contained in this section shall be deemed to constitute a waiver of the governmental immunity of the Town or any other defense, which immunity and defenses are hereby reserved to the Town.
17. **Indemnification.** To the fullest extent permitted by law, the Chamber agrees to indemnify, defend, and hold harmless the Town, its officers, employees, and agents from and against any and all claims, damages, losses, injuries, expenses, demands, and liabilities arising out of or in connection with 1) its performance or the use of funds provided under this Agreement, or 2) a breach of this Agreement. This indemnification shall survive the termination or expiration of this Agreement.
18. **Applicable Laws.** The Chamber shall be responsible for compliance with all applicable federal, state and local laws, regulations and ordinances during the performance of the Programs, services and functions funded in whole or in part by this Agreement including North Carolina bid laws and any state or federal tax reporting requirements.

19. **Conflict of Interest.** No officials or employees of the Chamber may obtain or receive, directly or indirectly, any personal or financial interest, benefit or gain from the Funds other than salaries and normal benefits, either for themselves or those with whom they have family or business ties.
20. **Equal Employment Opportunity and Town Non-Discrimination Policy.** The Chamber shall not unlawfully discriminate against any employee or applicant for employment. The Town opposes discrimination on the basis of race and sex and urges all of its contractors and the Chamber to provide a fair opportunity for minorities and women to participate in their work force and as subcontractors and vendors under Town contracts.
21. **E-Verify.** As a condition of Funding, the Chamber shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if the Chamber provides the Program Services utilizing a subcontractor, the Chamber shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. The Chamber shall verify, by affidavit, compliance of the terms of this section upon request by the Town.

22. Termination.

- a. For Convenience. Either party may terminate this Agreement for convenience prior to the end of the Term by giving five (5) days written notice of termination to the other party. In the event of termination for convenience, Town shall make no further disbursement of Funds to the Chamber beyond those already approved at the time of termination, and the Chamber specifically waives all rights to any future funds obligated under this Agreement.
- b. For Cause. In the event the Chamber, through any cause, fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Chamber shall violate any of the covenants, agreements or representations of the Agreement, the Town shall, on the first such failure, notify the Chamber in writing advising the Chamber of its failure to fulfill a the obligation and the Chamber shall have the right to cure such failure within ten (10) days of the receipt of such notice. If the Chamber fails to cure the failure within ten (10) days or the Chamber fails for a second time to fulfill the same or different obligation, the Town may immediately terminate this Agreement. Notice of termination shall be provided to the Chamber in writing and specifying the effective date of termination.

Reimbursement by Chamber. If the Town terminates the Agreement for Cause, the Chamber shall repay to the Town all Funds paid to Chamber under this agreement within 30 days of the effective date of termination.

23. **Effect of Termination.** Termination of this Agreement, either for Convenience or for Cause, shall not form the basis of any claim for loss of anticipated profits by either party, nor relieve the Chamber from the reporting requirements or liability to refund Funds in the event of misuse contained in this Agreement.
24. **Notices.** Unless otherwise stated herein, when any notice or consent is required to be given under the terms of this Agreement, such notice or consent shall be in writing and shall be effective only upon actual receipt by the party to whom notice is given. Such notice shall be

delivered to the addresses below or to such other persons, addresses, and email addresses as the parties may, from time to time, establish in writing:

To Town:

Wake Forest Town Manager
301 S. Brooks Street
Wake Forest, NC 27587

To Chamber:

Wake Forest Area Chamber of Commerce
Attn: President/CEO
350 S. White St.
Wake Forest, NC 27587

25. **Assignment.** The Chamber may not assign, transfer or delegate any of its duties, obligations or responsibilities under this Agreement without the prior written consent of the Town.
26. **Waiver.** Neither the Town nor the Chamber shall be deemed to have waived any right, power, privilege, or remedy under this Agreement unless such waiver is made explicitly and in writing. No delay or omission by either party in exercising any right, power, privilege, or remedy shall operate as a waiver thereof or of any other right, power, privilege, or remedy. No single or partial exercise of any right, power, privilege, or remedy shall preclude any other or further exercise thereof or the exercise of any other right, power, privilege, or remedy.
27. **Exercise of Functions.** Nothing contained in this Agreement shall in any way stop, limit or impair the Town from exercising or performing any regulatory, policing or other governmental functions.
28. **Time of the Essence.** Time is of the essence with respect to each and every covenant, agreement and obligation of the Chamber under this Agreement.
29. **Governing Law.** This Agreement shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this Agreement shall be brought in the General Court of Justice in the County of Wake and the State of North Carolina.
30. **Headings.** All headings that appear after paragraph numbers in this Agreement are included for convenience only and shall not affect the meaning or interpretation of any of the provisions of the Agreement.
31. **Survival.** The reporting provisions of this agreement, including those in Sections 10 and 13, shall survive any termination of this agreement until all required reports are submitted to the satisfaction of the Town. Section 19 shall survive the termination of this Agreement.
32. **Corporate Existence.** The Chamber warrants that it is a corporation duly organized, validly existing, and in good standing under the laws of the State of North Carolina and is duly qualified

to do business in the State of North Carolina and has full power and authority to enter into and fulfill all the terms and conditions of this contract.

33. **Corporate Authority.** By execution hereof, the person signing for the Chamber below certifies to having read this contract and to being duly authorized to execute this contract on behalf of the Chamber.

34. **Required Provisions for Contracts/Agreements/Grants Utilizing Federal Funds.** Pursuant to the Federal Uniform Guidance Appendix II to 2 CFR Part 200, if Federal Funds are involved in this Contract/Agreement, by executing this Contract/Agreement, the Contractor/Vendor/Chamber, certifies that it agrees to and is in compliance with the provisions specified in **Exhibit B – Federal Uniform Guidance Contract Provisions Certification.**

35. **Whole Agreement.** This Agreement and any of its Attachments, including the attached Insurance Addendum (if applicable), shall be the whole agreement between the Town and the Chamber with respect to the matters set forth herein.

IN TESTIMONY WHEREOF, the parties have expressed their agreement to these terms by causing this 2025-2026 NON-PROFIT MEMORANDUM OF AGREEMENT to be executed by their duly authorized officer or agent.

TOWN OF WAKE FOREST

By: _____

Kip Padgett, Town Manager

Date of Signature _____

WAKE FOREST AREA CHAMBER OF COMMERCE

By: _____

Name: _____, **Title:** _____

Date of Signature: _____

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

Finance Officer



Wake Forest Area Chamber of Commerce and Town of Wake Forest Partnership Benefits

2024-2025

Benefit	Month	Details	Value
Women's Leadership Summit	January	Table Sponsor	\$ 900.00
Economic Development Forum	February	Gold Sponsor	\$ 2,945.00
Meet in the Street	May	First responders sponsor & Four booths	\$ 4,600.00
Spring Golf Tournament	September	Team (1)	\$ 600.00
State of the Chamber	June	Platinum Sponsor	\$ 1,500.00
Senior Expo	September	Gold sponsor & Four booths	\$ 2,700.00
Candidates Forum	September	Media Sponsor	\$ 1,500.00
Leadership Wake Forest	September-May	Tuition (4)	\$ 2,250.00
Sporting Clays Tournament	November	Team (2)	\$ 1,500.00
Member of the Month Spotlight			\$ 500.00
Two email blasts to Chamber database			\$ 500.00
North State Bank Conference Room	May-Sep	TRADE - FNOW Band Green Room (\$1,750)	\$ -
		Total Value	\$ 19,495.00

2025-2026

Benefit	Month	Details	Value
Women's Leadership Summit	January	(3) Table sponsors + Vendor booth	\$ 900.00
Economic Development Forum	February	Gold Sponsor (3 town staff tables and 1 elected officials table)	\$ 2,945.00
Meet in the Street	May	First responders sponsor & Four booths	\$ 4,600.00
Spring Golf Tournament	September	4 teams/16 players	\$ 2,400.00
State of the Chamber	June	Platinum Sponsor (1 staff table, + 1 Elected Officials table)	\$ 1,500.00
Senior Expo		TBD	\$ 2,500.00
Leadership Wake Forest	September-May	Tuition (4)	\$ 2,250.00
Sporting Clays Tournament	November	(4) teams/16 participants	\$ 3,000.00
Member of the Month Spotlight	as requested	highlight chosen initiative	\$ 500.00
BAH	March	Senior Center to host in 2026	\$ 250.00
Two email blasts to Chamber database			\$ 500.00
Candidates Forum	September	TRADE- RenCen + Kino Mt. (\$1,500)	\$ -
North State Bank Conference Room Usage	May-Sep	TRADE - FNOW Band Green Room (\$1,750)	\$ -
		Total Value	\$ 21,345.00



MARCH 2025- MONTHLY FINANCIAL REPORT
Presented April 10, 2025

BALANCE SHEET PREVIOUS YEAR COMPARISON REPORT - AS OF MARCH 31, 2025

ASSETS

Total assets (as of Mar 2025): \$778,726

Total assets (as of Mar 2024): \$750,978

Pinnacle Money Market: \$25,346

Piedmont Federal Bank: \$224,652

Fidelity Checking: \$15,690

Pinnacle CD (6763): \$131,941

Pinnacle CD (5767): \$134,364

Pinnacle CD: \$1,000

Total Fixed Assets: \$245,731

LIABILITIES & EQUITY

Total liabilities (as of Mar 2025): \$778,726

Total liabilities (as of Mar 2024): \$750,978

Through Mar 2025 Actual Income \$394,320.43	Through Mar 2024 Actual Income \$648,791.86	Total Income Percent Increase/Decrease -39.22%
Through Mar 2025 Actual Expense \$394,238.77	Through Mar 2024 Actual Expense \$536,021.32	Total Expense Percent Increase/Decrease -26.45%
Through Mar 2025 Net Ordinary Income \$81.66	Through Mar 2024 Net Ordinary Income \$112,770.32	Net Percentage Increase/Decrease -99.9%

INCOME

4100 Stake Holder Investment – \$151,862 below the previous period due to the decrease in membership dues.

4000 General – Overall income is \$129,680 below the previous period.

4200 Event – Is down \$23K from the previous period due to Meet in the Street and Sporting Clays income and the now deleted Senior Adult Expo.

4300 Program - Is currently \$31,800 below the previous year and this mainly due to the decrease in Education Programs income. Both the Women’s Business Alliance and Economic Development Forum were slightly ahead of last year's income.

EXPENSE

5100 Stakeholder Investment - This is about \$35K less than the previous year due to reduced membership commission.

5200 Event - These expenses are over \$17K more than last year due to the Golf Tournament, Meet in the Street and Sporting Clays.

5300 Program - These expenses are \$88K less than the previous year due to the timing of the Foundation payments and the reduced Education Program expenses.

5500 Facility – Are a little over \$10K below the previous period.

6000 Management and General – Are currently \$26K below the previous period.

We are 9 months (or 75% into the fiscal year (July – June). We are currently at 53% of the expected income and 49% of expected expenses.

PROFIT & LOSS BUDGET VS ACTUAL REPORT – MARCH 31, 2025

Mar 25 Actual Income	2024 - 2025 Budgeted Income	Percent Increase/Decrease - Actual v. Budget
\$394,320.43	\$742,500.00	-46.90%
Mar 25 Actual Expense	2024 - 2025 Budgeted Expense	Percent Increase/Decrease - Actual v. Budget
\$394,238.77	\$702,500.00	-51%
Mar 25 Net Operating Income	2024 - 2025 Net Operating Income	
\$81.66	\$40,000.00	

INCOME

4000 General - is down significantly and this is due in part to the 4100 Stakeholder Investment Income being down over \$263K.

4200 Event– is \$33,316 below budget.

4300 Program – Is also down about \$34K compared to budget.

EXPENSE

5100 Stakeholder Investment – is down \$38K.

5200 Event – down by \$34K.

5300 Program - down by \$18K.

5400 Communications - down by \$3,100.

5500 Facility - down by \$16K.

5600 Committee - down by \$15,100.

6000 Management and General - down by \$184,900.



**WAKE FOREST AREA
CHAMBER**

a business development center

**Financial Policies and
Procedures Manual
applies to the
Wake Forest Area Chamber of
Commerce &
Wake Forest Area Chamber Foundation**

Revision Date:

April 17, 2025

Introduction

The purpose of this manual is to set policies & procedures that are consistent with the mission of the Wake Forest Area Chamber of Commerce (WFCC) and the Wake Forest Area Chamber Foundation. In addition, the purpose of this manual is to set sound financial guidelines that promote prudent fiscal management; and to abide by Generally Accepted Accounting Principles (GAAP) and the legal requirement governing the WFCC.

Manual Protocol

- 1) WFCC management will review the financial practices annually. Any recommended revisions will be presented to the Finance Committee of the Board of Directors.
- 2) The Finance Committee will review and recommend financial policies and procedures changes to the Board of Directors which will review and approve all changes to financial policies and procedures.

Accounting Guidelines and Internal Controls

To ensure that record keeping is in accordance with Generally Accepted Accounting Principles (GAAP) and appropriate internal controls are maintained. The following procedures need to be followed:

- 1) Standard accounting procedures, in accordance with GAAP, will be utilized for all financial functions.
- 2) Accounting will be done a modified cash basis.
- 3) The Chart of Accounts will be utilized, reviewed annually and updated as required.
- 4) Periodic, unannounced, internal audits will be performed by the President or the Finance Committee of the Board to ensure that the stated operating guidelines have been followed.
- 5) To ensure optimal internal controls, WFCC will separate functional responsibilities as recommended by GAAP, to the extent possible based on staffing resources.
- 6) The Administrative Specialist will maintain financial records in accordance with the record retention policy or as determined by Federal, State or local

law.

- 7) All Accounts Payable records will be stored by the fiscal year and alphabetized by vendor.
- 8) All Accounts Receivable and Payroll records will be stored by fiscal year.

Review and Audit Cycle

It is the policy of WFCC to arrange for an annual financial review of the organization's financial statements to be conducted by an independent accounting firm. The independent accounting firm selected by WFCC will be required to communicate directly with the WFCC's Finance Committee upon the completion of their annual review. In addition, members of the Finance Committee are authorized to initiate communication directly with the independent accounting firm.

Reviewed financial statements, including the auditor's opinion thereon, will be submitted and presented to the Board of Directors by the independent accounting firm at the organization's first monthly meeting after the review is complete.

Annual financial reviews should be done annually to ensure accuracy in accounting functions and to facilitate positive audit results.

- 1) The designee appointed by the President or the Finance Committee would conduct the internal financial reviews of accounts receivable, payroll, and accounts payables semi- annually.
- 2) The designee conducting the audit financial review will prepare a final report and submit the report to the President and/or the Finance Committee for review.
- 3) The President will retain the records regarding the results of all the financial reviews and report inconsistencies or problems to Finance Committee as appropriate.

Every 3rd year the President will present to the Board the option to request a full financial audit in place of a financial review. An audit is more comprehensive and costly and to be voted on by the Board to replace the yearly financial review.

Annual Budget

The annual budget process requires planning and preparation of management and staff. A budget should be designed and prepared to direct the most efficient and prudent use of the organization's financial and human resources. Guidelines need to be in place so that the budgeting process runs smoothly. The following guidelines represent basic budgeting steps:

- 1) The Administrative Specialist, with the support of the President, will present the proposed annual budget to the Finance Committee two months before the end of the current fiscal year. Once approved by the Finance Committee and Executive Committee, the budget will be presented to the Board of Directors for review and approval. The Budget must be presented to the Board of Directors during its June meeting.
- 2) The budget will be developed based on historical as well as projected costs for each program. Everyone will provide input into budget development.
- 3) In the event that WFCC desires to add or expand programs, a budget amendment may be proposed. The Finance Committee will recommend to the Board of Directors which must approve all additional programs or program expansions.
- 4) The purpose of adopting a final budget at the beginning of the organization's year is to allow time for the accounting department to input the budget into the accounting system and establish appropriate accounting and reporting procedures.

Financial Statements

Standard Financial Statements

Preparing financial statements and communicating key financial information is a necessary and critical accounting function. Financial statements are management tools used in making decisions, in monitoring the achievement of financial objectives, and as a standard method for providing information to interested parties external to the organization. Financial statements may reflect year-to-year historical comparisons or current year budget to actual comparisons.

The basic financial statements of WFCC shall include: -

1. **Statement of Financial Position (Balance Sheet)** - reflects assets, liabilities and net assets of the organization and classifies assets and

liabilities as current or non- current/long-term.

2. **Statement of Activities (Income Statement)** - presents support, revenues, expenses, and other changes in net assets of the organization, by category of net asset (unrestricted, temporarily restricted and permanently restricted)

Budget vs. Actual FY, including previous year comparisons summarizing actuals to budget, over, under and % of budget.

Frequency of Preparation

The objective of the Administrative Specialist is to prepare accurate financial statements in accordance with generally accepted accounting principles and distribute them in a timely and cost-effective manner. In meeting this responsibility, the following policies shall apply:

A standard set of financial statements described in the preceding section shall be produced on a monthly basis, by the end of business day, Monday, of the week of the monthly Board Meeting. The monthly set of financial statements shall be prepared on the cash basis method of accounting, including all receivables, accounts payable received by the 10th of the month. All financial statements and supporting schedules shall be reviewed and approved by the President.

After approval by the President, a complete set of financial statements shall be prepared and distributed as follows:

1. Treasurer and Finance Committee Members
2. President
3. Board of Directors

Insurance Coverage

Annually insurance coverage needs to be reviewed to ensure that WFCC maintains adequate property, liability and employee insurance.

- 1) The President and the insurance broker shall review the insurance policy limits on property and casualty contents based on current value and new capital purchases upon policy renewal.
- 2) The President will report to the insurance broker any purchase of equipment or property which could surpass the limits of current insurance coverage.
- 3) The President will meet with the insurance broker to discuss Director and Officer

- insurance and general liability insurance coverage a minimum of one time per year.
- 4) Employee insurance coverages need to be reviewed annually. The President will work with the insurance broker to identify various insurance options to present to the Finance Committee.
 - 5) The President will work insurance claims agent on Workmen's Comp claim rates and classification of employees.

Security

Accounting Department –

Minimal petty cash and all checkbooks are kept in the locked file cabinet. The president and Administrative Specialist have keys. - this is still being worked through as we get a new locked file cabinet

Need to create a policy around all passwords – who has them, what technology is used to store them, etc.

Cash Receipts and Revenue Processing

QuickBooks is the accounting software used. Access to QuickBooks is limited to the President, Administrative Specialist, current Board Treasurer and Accounting Firm.

The Administrative Specialist is responsible for all incoming bills, checks and cash.

Checks are endorsed with pre-made stamps for the appropriate financial institution and deposit slips prepared.

Deposit tickets are made daily, or as frequently as funds are received, and are taken to the financial institution daily, or when funds are ready for deposit.

All bills received and due are paid within the week they are received, unless a holiday delays. Most bills are on auto pay. All others are paid by a check written by the Administrative Specialist using QuickBooks online. If a paper check is required, the manual checkbook will be used.

Copies of all invoices are attached to the check in QB, via image, and if a paper copy was received, the paper copies are filed by month.

All receipts for business expenses incurred by the staff, including but not limited to credit card receipts, must be turned into the Administrative Specialist and kept with all other invoices and receipts. If a receipt was lost, the staff member must complete a form detailing the expense and the President must approve reimbursement.

If the losing of receipts becomes frequent, staff may be asked to reimburse the WFCC and possibly lose spending privileges.

Any expense that is incurred for the purpose of hospitality or entertainment, should include the names of those present on the accompanying receipt.

Spending Limits and Authorizations:

Only the President can sign checks.

Any check written that is equal to or greater than \$1000 must have a 2nd signature by an Executive Board member or authorized signer.

Any credit card expense that is equal to or greater than \$1000 must be approved via email by the President and an Executive Board Member.

Credit Card holders are limited to the President, Director of Operations, Director of Marketing and Communications, and Sales Manager

Debit Card holders are limited to the President and Director of Operations

Bank Reconciliation

The Chamber's Accounting Firm will process all accounts monthly bank / financial institution's reconciliations.

The Board Treasurer will review all bank statements and monthly expenses / reports from QuickBooks as a double check to review all expenses being paid out and to whom on a monthly basis.

Payroll Administration

WFCC operates on a biweekly payroll. Payroll is to be approved by the President and the Board Treasurer before final processing. Should one of the two people be out during

payroll processing, another Executive Board Member will be assigned as the 2nd approver.

Records Retention – need to work with new President to update.

Financial Records

- **Tax Returns:** 7 years; kept with accountant.
- **Bank Statements:** 5 years; Chamber OneDrive
- **Receipts (for tax purposes):** 7 years; Chamber OneDrive
- **Payroll Records:** 7 years; Paychex
- **Accounts Payable/Receivable:** 7 years; QuickBooks

Legal and Governance

- **Contracts/Agreements:** 7 years after termination; Chamber OneDrive
- **Corporate Records (e.g., bylaws, minutes):** Permanent; Unknown!!!
- **Litigation Documents:** Until case resolution + 7 years; Unknown !!!

Employee Records

- **Personnel Files:** 7 years after termination; Chamber President's File Cabinet
- **I-9 Forms:** 3 years after hire or 1 year after termination (whichever is later); Chamber OneDrive
- **Timecards/Attendance Records:** 3 years; Chamber's OneDrive (Excel)
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Operational Records

- **Policies and Procedures:** Retain current versions; Unknown
- **Client Files:** 7 years after last contact - Unknown
- **Audit Reports:** 7 years; Unknown

Miscellaneous Records

- **Insurance Policies:** Permanent or 3 years after expiration; Unknown, Insurance Company has
- **Real Estate Documents:** Permanent; President's Office File Cabinet

Net Asset Classifications

All income received by WFCC is classified as "unrestricted", with the exception of the following:

1. Grants and other awards received from government agencies or other grantors, which are classified as temporarily restricted.
2. Special endowments received from donors requesting that these funds be permanently restricted for specific purposes.

From time to time, WFCC may raise other forms of contribution income which carry stipulations that WFCC utilize the funds for a specific purpose or within a specified time period identified by the donor of the funds. When this form of contribution income is received, WFCC shall classify this income as Temporarily Restricted income.

As with all Temporarily Restricted net assets, when the restriction associated with a contribution has been met (due to the passing of time or the use of the resource for the purpose designated by the donor). The Temporarily Restricted net assets keep track of the grant or contribution balance and are reduced to zero as assets are released from restriction.

Notes Payable

It is the policy of WFCC to maintain a schedule of all notes payable, mortgage obligations, lines of credit, and other financing arrangements. This schedule shall be based on the underlying loan documents and shall include all of the following information:

1. Name and address of lender
2. Date of agreement or renewal/extension
3. Total amount of debt or available credit
4. Amounts and dates borrowed.
5. Description of collateral, if any
6. Interest rate
7. Repayment terms
8. Maturity date
9. Address to which payments should be sent.
10. Contact person at lender.

An amortization schedule shall be maintained for each note payable. Based upon

the amortization schedule, the principal portion of payments due with the next year shall be classified as a current liability in the statement of financial position. The principal portion of payments due beyond one year shall be classified as long-term/non-current liabilities in the statement of financial position. Demand notes and any other notes without established repayment dates shall always be classified as current liabilities. Unpaid interest expense shall be accrued as a liability at the end of each accounting period.

A detailed record of all principal and interest payments made over the entire term shall be maintained with respect to each note payable. Periodically, the amounts reflected as current and long-term notes payable by the general ledger shall be reconciled to these payment schedules and the amortization schedules, if any, provided by the lender. All differences shall be investigated.