



Wake Forest Board of Commissioners
Meeting Agenda
June 21, 2022 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 Deputy Town Clerk [Terry Savary](#) at 919-435-9432 as soon as possible, but no later than 48 hours before the scheduled event.

Cable & Online Broadcast of Board of Commissioners Meetings

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

Meeting Agendas

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

Public Hearings

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

Public Comment

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

Call to Order

Pledge of Allegiance

1. Approval of Agenda

2. Approval of Minutes

- 2.A. May 3, 2022 Work Session
May 17, 2022 Regular Meeting
[DraftBOCWSMinutesMay202203.pdf](#)
[DraftBOCMinutesMay202217.pdf](#)

3. Presentations

- 3.A. Proclamation Recognizing and Honoring Community Member Rick Kvitko
[ProclamationRecognizingRickKvitko_June2022.pdf](#)
- 3.B. Proclamation Acknowledging June 2022 as "LGBTQ Pride Month"

4. Public hearings / Public Comment

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

5. Consent Agenda

(A Consent Agenda is a group of items passed with a single motion and vote. These matters are of a generally routine nature. No debate is allowable on any item included on the Consent Agenda. If a Commissioner or any citizen of Wake Forest or its ETJ wants

separate consideration of any item, it may be removed from the Consent Agenda by request.)

- 5.A. Approval of resolution authorizing Franklin County Tax Administrator to Levy and Collect Property Taxes for FY 2022-2023 for the Town of Wake Forest
[Franklin County Rev Collection_summary.pdf](#)
[Resolution 2022-xx authorizing franklin co tax admin to levy and collect taxes 2022-2023.docx](#)
- 5.B. Approval of resolution authorizing Wake County Tax Administrator to Levy and Collect Property Taxes for FY 2022 - 2023 for the Town of Wake Forest
[Wake County Rev Collection_summary.pdf](#)
[Resolution 2022-xx authorizing wake co tax admin to levy and collect taxes 2022-2023.docx](#)
- 5.C. Approval of Budget Ordinance Amendment # 5 - FY 2021 - 2022
[Final Budget Ordinance Amendment_summary.pdf](#)
- 5.D. Consideration of a petition requesting contiguous annexation submitted by RP HV Lakeside LLC and Tri Point Homes Holdings INC for property associated with Holding Village Phase 10 located at 0 Dr. Calvin Jones Hwy and 0 Friendship Chapel Road being Wake County PINs 1840-46-5430 and 1840-36-9255 and adjacent right-of-way being approximately 29.16 acres (AN-22-03)
[062122 BOC Agenda Summary.pdf](#)
[Attachment A Legal Description AN-22-03.pdf](#)
[Attachment B Annexation Map AN-22-03.pdf](#)
[Attachment C Annexation Petition AN-22-03.pdf](#)
[CERTIFICATE OF SUFFICIENCY.docx](#)
[DRAFT RESOLUTION.docx](#)
- 5.E. American Rescue Plan Act (ARPA) Policies
[ARPA Policies Overview.docx](#)
[ARPA policies draft resolution.docx](#)
[TWF ARPA Allowable Costs Policy.docx](#)
[TWF ARPA Eligible Use Policy.docx](#)
[TWF ARPA Property Management Policy.docx](#)
[TWF ARPA Project Review and Subaward Policy.docx](#)
[TWF ARPA Conflict of Interest Policy.docx](#)
[TWF ARPA Nondiscrimination Policy.docx](#)
[TWF ARPA Record Retention Policy.docx](#)
[TWF ARPA UG Program Income Policy.docx](#)

6. Legislative Items

- 6.A. Resolution to Accept Streets into the Town of Wake Forest Street System for Maintenance.
[Attachment_A_summary_2022_Accept_Streets.docx](#)
[Attachment_B_Resolution2022-Acceptance_of_Streets_for_Powell_Bill.docx](#)
[Attachment_C_2022.05.24 Draft PowellBill2022 Map.pdf](#)

7. Planning Items

- 7.A. 2nd Reading of LEGISLATIVE ITEM TA-22-02 Text Amendment to the Unified Development Ordinance
[TA-22-02 Summary.pdf](#)
[TA-22-02 Staff Report.pdf](#)
[TA-22-02 Ordinance.docx](#)
[Attachment A - TA-22-02 Application.pdf](#)
[Attachment B - Proposed Changes.pdf](#)
[Attachment C - Plan Consistency Analysis.pdf](#)
[Attachment D - Planning Board Recommendation.pdf](#)
[Exhibit 1 - UDO Chapter 11.pdf](#)
[Exhibit 2 - UDO Chapter 12.pdf](#)
[Exhibit 3 - UDO Chapter 16.pdf](#)
[Exhibit 4 - UDO Chapter 17.pdf](#)
[Exhibit 5 - Consistency Statement.pdf](#)

8. Administration and Financial Items

- 8.A. Consideration of approval of FY 2022-2023 Budget Ordinance
[FY 2022-2023 Budget Ordinance approval_summary.pdf](#)
[2022-xx budget ordinance 2022-2023.docx](#)
[Assignment of Classes July 2022.pdf](#)
[Fire Sworn_Assignment of Classes July 2022.pdf](#)
[Police_Sworn Assignment of Classes July 2022.pdf](#)
[Rental Rate Proposal - FY 23.pdf](#)
- 8.B. Consideration of approval of request for business related economic development expenditures
[BFT-TWF Incentive Agreement - FINAL 6.1.22.pdf](#)
[Resolution2022-27AgreementBetweenTOWFandBlueForceTechnologies,Jun202221.pdf](#)

9. Public Services Items

- 9.A. Consideration of Amending the Code of Ordinances Chapter 30 - Traffic and Vehicles; Article VI. - Traffic Schedules Sec. 30-241. - Schedule I, parking prohibited at all times to provide adequate roadway width for both directions of traffic on Heritage View Trail

near the Marshall Farm St. traffic circle and the bulb out on Heritage View Trail near Wild Meadow Ln. as further described in the summary and maps provided.

[AttachmentA_summary_Heritage_View_Trail_No_Parking.docx](#)

[AttachmentB_OPTION 1_Heritage_View_Trail_No_Parking.pdf](#)

[AttachmentC_OPTION 2_Heritage_View_Trail_No_Parking.pdf](#)

[AttachmentD_Ord2022-x-Controlled_Residential_Parking_Heritage_View_Trail.docx](#)

- 9.B. Consideration of Amending the Code of Ordinances Chapter 30 - Traffic and Vehicles; Article VI. - Traffic Schedules Sec. 30-256

[AttachmentA_Old_Dairy_Dr_All_Way_Stop_Summary.docx](#)

[AttachmentB_OPTION 1 OLD DAIRY NO STOP SIGNS.pdf](#)

[AttachmentC_OLD DAIRY ADD STOP SIGNS.pdf](#)

[AttachmentD_Ord2022-x-Four_Way_Stop_Old_Dairy_Dr_Thicketon.docx](#)

- 9.C. Consideration of Approval of On-Call Stormwater Engineering Services

[SummarySheet_On-Call_Engineering.docx](#)

[Attachment A_2022-xx_Resolution.docx](#)

[Attachment B - Staff Report.docx](#)

[Attachment C - RFQ_21-0007 On-Call Stormwater Engineering_Services.pdf](#)

10. Parks and Recreation Items

11. Public Safety Items

12. Other Business

- 12.A. Department Monthly Report

[May 2022 Monthly Report.pdf](#)

- 12.B. Wake County Tax Release

[WF-TXREP-JUNE2022-KPADGET-TSAVARY.pdf](#)

- 12.C. Commissioner Reports

- 12.D. Closed Session: N.C.G.S 143-318.11(a)(6) Personnel - Annual Evaluation of Town Manager and 6 Month Evaluation of Town Attorney

- 12.E. Closed Session: N.C.G.S. 143.318.11(a)(3) Consultation with the Town Attorney: Town of Wake Forest v. Pullen (20-CVS-12922)

13. Adjournment



Board of Commissioners Agenda Item Report

Agenda Item No.: 2021-589-

Submitted by: Terry Savary

Submitting Department: Administration

Meeting Date: June 21, 2022

SUBJECT

May 3, 2022 Work Session

May 17, 2022 Regular Meeting

Recommendation:

Item Summary:

ATTACHMENTS

- [DraftBOCWSEMinutesMay202203.pdf](#)
- [DraftBOCMinutesMay202217.pdf](#)



Wake Forest Board of Commissioners Work Session Meeting Minutes

The Wake Forest Board of Commissioners met on **Tuesday, May 3, 2022**, at **6:00 p.m.** in the Board Room at Wake Forest Town Hall, 301 S Brooks Street.

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

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

Staff Members Present:

Town Manager Kip Padgett
Town Attorney Hassan Kingsberry
Assistant Town Manager Candace Davis
Assistant Town Manager Allison Snyder
Deputy Town Clerk Theresa Savary
Economic Development Director Jason Cannon
Engineering Director Joe Guckavan
Chief Financial Officer Aileen Staples
Senior Budget Analyst Ben Blevins

Assistant Finance Director Samantha Sanchez
Human Resources Director Angela McCray
Long Range Planning Manager Brad West
Accounting Technician Wynne Gooding
Police Captain Brian Mote
Police Chief Jeff Leonard

1. Presentations

1.1 Presentation of debt model forecast by Davenport & Company

Ted Cole with Davenport & Company provided an overview of the debt model forecast. A hard copy of the debt model forecast was provided to each Board member.

Chief Financial Officer Aileen Staples asked the Board to review the debt model forecast and contact her with any questions they may have.

A hard copy of the debt model forecast by Davenport & Company is filed in the Town Clerk's Office with the May 3, 2022 minutes.

1.2 Presentation of Town Manager's Proposed Budget for FY 2022-2023

Town Manager Kip Padgett introduced new Human Resources Director Angela McCray.

Mr. Padgett provided an overview of the proposed budget for FY 2022-2023. A hardcopy of the proposed budget for FY 2022-2023 is filed and available in the Town Clerk's Office for review.

1.3 Proclamation Celebrating the 25 Year Anniversary of Hope Lutheran Church

Mayor Jones stated the proclamation celebrating the 25 year anniversary of Hope Lutheran Church will be read by Commissioner Dyer at another location:

Proclamation

Hope Lutheran Church 25th Anniversary

*WHEREAS, Hope Lutheran Church is celebrating its 25th anniversary on May 18, 2022; and
WHEREAS, Hope Lutheran Church was chartered on May 18, 1997, at the Stone Chapel at 701 South Main Street, Wake Forest, North Carolina; and
WHEREAS, the mission and activities of Hope Lutheran Church were continued by their members at this location for six years; and
WHEREAS, on November 23, 2003, Hope Lutheran Church relocated to 3525 Rogers Road, where there was additional space to worship God freely in a faith community that is warm and inspiring; and
WHEREAS, Hope Lutheran Church has benefited the Town of Wake Forest with its deep and abiding Christian commitment to faithfully contribute to our entire community; and
WHEREAS, we give honor this day to those who, in faith, continue the great work of this church and thank them for the wonderful influence throughout the years;
NOW, THEREFORE, I, VIVIAN A. JONES, MAYOR OF THE TOWN OF WAKE FOREST, do hereby proclaim May 18, 2022, as Hope Lutheran Church Day within the Town and urge all citizens of Wake Forest to express their best wishes to the members of this congregation on the occasion of this twenty-fifth anniversary.*

1.4 Proclamation Recognizing April 23, 2022 as "Arbor Day" in the Town of Wake Forest

Mayor Jones read the proclamation at another location:

ARBOR DAY PROCLAMATION

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

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

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

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

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

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

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

WHEREAS, the Town of Wake Forest has been recognized as a Tree City USA for 43 consecutive years by the National Arbor Day Foundation and desires to continue its tree-planting tradition.

*NOW, THEREFORE, I, Vivian A. Jones, Mayor of the Town of Wake Forest do hereby proclaim Saturday, April 23, 2022 as **ARBOR DAY** in the Town of Wake Forest, and I urge all citizens to support efforts to protect our trees and woodlands and to support our Town's urban forestry program; and*

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

2. Discussion of Monthly Financial Report

2.1 Monthly Financial Report

Received.

3. Review of Draft Agenda for Upcoming Regular Meeting

3.1 Review of Draft Agenda for Upcoming Regular Meeting

Town Manager Kip Padgett stated he would like to add the confirmation of appointment for Town Clerk to the May 17, 2022 consent agenda. He will provide them with more information prior to the meeting.

4. Other Business

- 4.1 Closed Session: N.C.G.S. 143.318.11(a)(4) Consultation with the Town Staff (4) To discuss matters relating to the location or expansion of industries or other businesses in the area served by the public body, including agreement on a tentative list of economic development incentives that may be offered by the public body in negotiations, or to discuss matters relating to military installation closure or realignment. Any action approving the signing of an economic development contract or commitment, or the action authorizing the payment of economic development expenditures, shall be taken in an open session
- 4.2. Closed Session: N.C.G.S. 143.318.11(a)(3) To consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged. General policy matters may not be discussed in a closed session and nothing herein shall be construed to permit a public body to close a meeting that otherwise would be open merely because an attorney employed or retained by the public body is a participant. The public body may consider and give instructions to an attorney concerning the handling or settlement of a claim, judicial action, mediation, arbitration, or administrative procedure. If the public body has approved or considered a settlement, other than a malpractice settlement by or on behalf of a hospital, in closed session, the terms of that settlement shall be reported to the public body and entered into its minutes as soon as possible within a reasonable time after the settlement is concluded.
(added to agenda on 5/2/2022)

ACTION:

Mover: Commissioner Wright moved to go into closed session.

Second: Commissioner Sliwinski.

Vote: Motion carried 5-0.

The Board of Commissioners went into closed session at 7:26 p.m.

The Board of Commissioners returned to open session at 7:39 p.m.

5. Commissioner Reports

Mayor Jones took a moment to explain her vote on the Town of Wake Forest Community Plan and Land Use Map.

The Board of Commissioners provided Commissioner Reports prior to going into closed session.

Commissioner Dyer stated the 39th Memorial Flag-Raising Ceremony was held. He said he'll read the National Day of Prayer Proclamation on May 5, 2022. The Historic Preservation Commission will meet on May 11, 2022. He is meeting with the director of advocacy on affordable housing on May 4, 2022. Meet in the Streets is May 7, 2022. Mother's day is May 8, 2022.

Commissioner Wright attended the STEM Saturday Event. He welcomed others to join the next Technology Meeting. He attended Forest Fest with Representative Terence Everitt.

Commissioner Sliwinski attended the STEM Saturday Event, Forest Fest, and Six Sundays in Spring. He attended the Parks, Recreation & Cultural Resources Meeting, and the Urban Forestry Board Meeting.

Commissioner Shackleford provided an update on the Wake Forest Business & Industry Partnership Meeting. He said the loading dock is open, about 60% of the available offices are now leased and over 200 members now work from there, there is a curriculum programming and an inaugural session titled "The purpose of finding a good mentor when starting a business" scheduled for Tuesday, May 17, 2022 at 6:00 p.m. at the Loading Dock. All are welcome to attend. There will be a launch of an entrepreneurs and residents' program.

Commissioner Sary is looking forward to the ribbon cutting for the Merrick Capital Business Park. He plans to attend Meet in the Streets. He reminded everyone about the Visioning Workshop for the Historic Preservation Plan on May 10, 2022. He finds it encouraging the amount of candidates that reached out to him. He said it's been nice to meet with some of the candidates and tell them all the great things going on in Wake Forest and, if elected, how they can help here in Wake Forest.

Mayor Jones complimented the Technology Advisory Board on the STEM project. She attended the Crenshaw Trace Apartments dedication. She thanked the Taft Mills Group for the project and said they'd like to do more in the Town of Wake Forest. She attended the Boys and Girls Club "Youth of the Year" Luncheon and the Wake Forest High School JRTOC Military Ball. She sent a letter to the Secretary of Transportation in support of a runway at RDU Airport. She attended the Inspections Department kick off of Building Safety Month on April 25, 2022 at Gateway Commons Circle. She attended

the 2022 City Vision Conference. She recommended Board members attend the Town and State Dinner on June 1, 2022 at the Raleigh Convention Center.

Town Manager Kip Padgett said they'll have a couple tents setup at Meet in the Streets and asked people to stop by and visit. He encouraged Board members to attend the ribbon cutting at Merrick Capital Business Park.

Town Attorney Hassan Kingsberry spoke about the ability of using electronic notices for their public notices. He said a bill is being amended and presented to the General Assembly. Mr. Kingsberry stated it would save the town money using electronic notices rather than newspaper notice. He said, with the Board's permission, the town would participate in this opportunity with the towns of Apex, Garner, Knightdale, and Cary who use electronic notice for certain public meetings. Mr. Kingsberry stated it would come back before the Board once the General Assembly takes action. He asked the Board for consensus on participation of electronic notices. Mayor Jones asked the Board if they're in agreement on participation of electronic notices. The Board replied, yes.

6. Adjournment

With no further business to discuss, Mayor Jones adjourned the meeting at 7:40 p.m.

Duly approved in open session this 21st day, of June 2022.

(ATTEST)

Vivian A. Jones, Mayor

Theresa Savary, Town Clerk



Wake Forest Board of Commissioners Meeting Minutes

The Wake Forest Board of Commissioners met on **Tuesday, May 17, 2022** at **6:00** p.m. in the Board Room at Wake Forest Town Hall, 301 S Brooks Street.

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

Mayor Jones led everyone in the Pledge of Allegiance.

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

Commissioner Members Absent: Commissioner Nick Sliwinski

Staff Members Present:

Town Attorney Hassan Kingsberry
Assistant Town Manager Candace Davis
Assistant Town Manager Allison Snyder
Deputy Town Clerk Theresa Savary
Planning Director Courtney Tanner
Assistant Planning Director Jennifer Currin
Senior Planner – Historic Preservation
Michelle Michael

Chief Financial Officer Aileen Staples
Purchasing Manager Randy Driver
Police Chief Jeff Leonard
Police Captain Brian Mote
Fire Chief Ron Early

1. Approval of Agenda

1.A. Approval of Agenda

ACTION:

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

Second: Commissioner Wright.

Vote: Motion carried 4-0.

2. Approval of Minutes

2.A. Approval of Minutes:

- April 5, 2022, Work Session
- April 19, 2022, Regular Meeting

ACTION:

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

Second: Commissioner Wright.

Vote: Motion carried 4-0.

3. Presentations

3.A. Proclamation Proclaiming June 2022 as "Men's Health Month"

Mayor Jones stated the Proclamation Recognizing June 2022 as "Men's Health Month" would be sent to the requestor:

PROCLAMATION

RECOGNIZING JUNE 2022 AS "MEN'S HEALTH MONTH"

WHEREAS, despite advances in medical technology and research, men continue to live an average of five years less than women with Native American and African American men having the lowest life expectancy; and

WHEREAS, COVID-19 variants continue to spread across the country, with the Centers for Disease Control reporting that males are more likely to die from this pandemic; and

WHEREAS, encouraging safe behaviors including social distancing, wearing masks, and being vaccinated will help stop the spread of COVID-19; and

WHEREAS, educating the public and health care providers about the importance of a healthy lifestyle and early detection of male health problems will result in reducing rates of mortality from disease; and

WHEREAS, men who are educated about the value that preventive health care can play in prolonging their lifespan and their role as productive family members will be more likely to participate in health screenings; and

WHEREAS, fathers who stay connected to their children and maintain a healthy lifestyle are role models for their children and have happier, healthier children; and

WHEREAS, Men's Health Network worked with Congress to develop a national men's health

awareness period as a special campaign to help educate men, boys, and their families about the importance of positive health attitudes and preventative health practices; and

WHEREAS, *the Men's Health Month website has been established at www.MensHealthMonth.org and features resources, proclamations, and information about awareness events and activities, including Wear Blue Day (www.WearBlueDay.com); and*

WHEREAS, *the Town of Wake Forest Men's Health Month will focus on a broad range of men's health issues, including heart disease, mental health, diabetes, and prostate, testicular and colon cancer; and*

WHEREAS, *the citizens of this town are encouraged to increase awareness of the importance of a healthy lifestyle, regular exercise, and medical check-ups.*

NOW THEREFORE I, Vivian Jones, Mayor of Wake Forest, do hereby proclaim June 2022 as **"Men's Health Month"** in Wake Forest, NC and encourage all our citizens to pursue preventative health practices and early detection efforts throughout the year.

3.B. Proclamation Recognizing June 3, 2022 as "Gun Violence Awareness Day"

Mayor Jones stated the Proclamation Recognizing June 3, 2022 as "Gun Violence Awareness Day" would be sent to the requestor:

2022 PROCLAMATION

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

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

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

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

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

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

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

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

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

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

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

***WHEREAS**, in January 2013, Hadiya Pendleton was tragically shot and killed at age 15; and on June 3, 2022 to recognize the 24th birthday of Hadiya Pendleton (born: June 2, 1997), people across the United States will recognize National Gun Violence Awareness Day and wear orange in tribute to -*

(1) Hadiya Pendleton and other victims of gun violence; and

(2) the loved ones of those victims; and

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

***WHEREAS**, anyone can join this campaign by pledging to wear orange on June 3, the first Friday in June in 2022, to help raise awareness about gun violence; and*

***WHEREAS**, by wearing orange on June 3, 2022 Americans will raise awareness about gun violence and honor the lives of gun violence victims and survivors; and*

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

***NOW, THEREFORE BE IT RESOLVED**, that Vivian Jones of the Town of Wake Forest, NC declares the first Friday in June, June 3, 2022, to be National Gun Violence Awareness Day. I encourage all citizens to support their local communities' efforts to prevent the tragic effects of gun violence and to honor and value human lives.*

4. Public hearings / Public Comment

4.A. Public Hearing to receive public comment on the proposed FY 2022-2023 Budget

Mayor Jones asked if anyone wished to speak. No one came forward to speak. Mayor Jones closed the public hearing.

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

Mayor Jones asked if anyone had any public comments.

Margaret Watkins originally planned on speaking about rescinding a demolition permit that was issued. She said there's no need to comment on it now but wanted to encourage the Board not to permit any demolition of landmarks during Historic Preservation Month.

Mayor Jones said the town has a policy of a one-year waiting period for the demolition of historic properties.

Mayor Jones closed the public comment.

5. Consent Agenda

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Mayor Jones removed Item 5.D. Resolution Affirming the Appointment of Town Clerk from the consent agenda and moved it to Item 6, Legislative Items.

5.A. Approval of Budget Ordinance Amendment # 4 for FY 2021 - 2022

- 5.B. Approval of fee adjustment for audit contract with Cherry Bekaert, LLP for fiscal year ended June 30, 2022
- 5.C. Approval of Ordinance Codification for the Town's Code of Ordinances, Supplement 16

ACTION:

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

Second: Commissioner Wright.

Vote: Motion carried 4-0.

6. Legislative Items

- 5.D. Resolution Affirming the Appointment of Town Clerk

Mayor Jones stated this is a resolution affirming the appointment of Theresa Savary as Town Clerk.

ACTION:

Mover: Commissioner Dyer moved to approve the resolution affirming the appointment of Theresa Savary as Town Clerk as presented.

Second: Commissioner Wright.

Vote: Motion carried 4-0.

7. Planning Items

- 7.A. Approval of a Resolution Recommending that the Mutschler House be Submitted for Listing in the National Register of Historic Places

Senior Planner for Historic Preservation Michelle Michael stated the Historic Preservation Commission reviewed the document and recommended approval at their May 11, 2022 meeting. Staff has reviewed the nomination and finds that it does meet the criteria for listing, under Criteria C for Architecture, as an excellent example of modernness architecture in the Town of Wake Forest. Ms. Michael said the resolution before the Board is a resolution recommending that the Mutschler House is submitted for National Register Listing with the State of Historic Preservation Office.

Mayor Jones said she found it interesting reading the history of the Mutschler House.

ACTION:

Mover: Commissioner Dyer moved to approve the resolution recommending that the Mutschler House is submitted for listing in the National Register of Historic Places as presented.

Seconded: Commissioner Sary.

Vote: Motion carried 4-0

Town Attorney Hassan Kingsberry stated there is another document associated to the matter that requires the Mayor's signature. He asked that the Board take action for the for the Mayor's signing of the document.

ACTION:

Mover: Commissioner Dyer moved to approve Mayor Jones signing of the document.

Seconded: Commissioner Sary.

Vote: Motion carried 4-0

8. Administration and Financial Items

No Administration and Financial Items presented.

9. Public Services Items

No Public Services Items presented.

10. Parks and Recreation Items

No Parks and Recreation Items presented.

11. Public Safety Items

No Public Safety Items presented.

12. Other Business

12.A. Department Monthly Report

Received.

12.B. Wake County Tax Release

Received.

12.E. Commissioner Reports

Commissioner Sary had no updates.

Commissioner Shackleford attended the Downtown Development meeting and the Merrick Property Ribbon Cutting.

Commissioner Wright attended the Merrick Property Ribbon Cutting. He was emcee at Six Sundays in Spring.

Commissioner Dyer attended the UNC School of Government Social Media for Local Elected Officials workshop. He attended the Merrick Property Ribbon Cutting and the Employee Appreciation Luncheon. He read the Proclamation for the National Day of Prayer. He plans to attend the Elected Officials Reception at WakeMed North. He reminded everyone to get their ticket for the Wake Forest Chamber Reverse Raffle. He'll attend the Town & State Dinner at the Raleigh Convention Center on June 1, 2022. The Historic Preservation Program is partnering with the Wake Forest Historical Museum and will host the following two events:

- Wednesday, May 18, 6:30 p.m. - Christopher Robey, Master of Landscape Architecture candidate at the University of Georgia, will share his research around Simmons Row and Heritage Strategies for Interpreting the site adjacent to the Ailey Young House along North White Street.
- Wednesday, May 25; 6:30 p.m. - Sherry Boyette, Master of Arts in Anthropology candidate at NC State University, will discuss her archaeological research about Porch Living: The Material Culture of the Ailey Young House.

Mayor Jones attended Meet in the Streets, Merrick Property Ribbon Cutting, the Employee Appreciation Luncheon. She'll attend the Town & State Dinner at the Raleigh Convention Center on June 1, 2022. She attended the Historic Preservation Plan Workshop at the Renaissance Center and attended the NC League of Municipalities Legislative Policy Committee Meeting. She attended the Hope Lutheran Church 25 year Anniversary Celebration. Mayor Jones, Town Manager Kip Padgett, Assistant Town Manager Allison Snyder, and Chief Financial Officer Aileen Staples met with folks from Broadway, NC who are in negotiation with the Town of Sanford in merging their sewer system with the Town of Garner. The Town of Garner wanted to talk with Wake Forest municipality about their experience in merging water/sewer systems with the City of Raleigh.

Assistant Town Manager Candace Davis had no updates.

Mayor Jones informed everyone Town Manager Kip Padgett was not in attendance because he was feeling ill. She appreciated Assistant Town Manager Candace Davis filling in for Mr. Padgett.

13. Adjournment

ACTION:

Mover: Commissioner Wright moved to adjourn.

Seconder: Commissioner Sliwinski.

Vote: Motion carried 4-0.

With no further business to discuss, the meeting was adjourned at 6:17 p.m.

Duly approved in open session this 21st day of June 2022.

(ATTEST)

Vivian A. Jones, Mayor

Theresa Savary, Town Clerk



Board of Commissioners Agenda Item Report

Agenda Item No.: 2021-573-

Submitted by: Jeanette Johnson

Submitting Department: Public Works

Meeting Date: June 21, 2022

SUBJECT

Proclamation Recognizing and Honoring Community Member Rick Kvitko

Recommendation:

Recognize, acknowledge, and thank community member Rick Kvitko for his dedication, hard work, and countless hours to help keep Wake Forest clean and beautiful and present Mr. Rick Kvitko and family/friends with proclamation.

Item Summary:

ATTACHMENTS

- [ProclamationRecognizingRickKvitko_June2022.pdf](#)



TOWN of
WAKE FOREST

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

www.wakeforestnc.gov

PROCLAMATION

RECOGNIZING AND HONORING COMMUNITY MEMBER RICK KVITKO

WHEREAS, Town resident Rick Kvitko is being recognized by neighbors and the community for his outstanding and remarkable efforts of preserving the cleanliness and beauty of the Wake Forest community; and

WHEREAS, Rick Kvitko selflessly and proudly works to diligently keep his community litter free and works to preserve natural resources through recycling while inspiring community members to, in turn, make a difference in their community by joining Mr. Kvitko with similar efforts; and

WHEREAS, Rick Kvitko serves countless hours in his community to improve the outdoor environment of Wake Forest and maintain the quality of life for all living beings in his community; and

WHEREAS, on behalf of the Town of Wake Forest, I am happy to extend our recognition of hard work, respect for invaluable efforts, and immense appreciation for the gracious efforts of Rick Kvitko to the Town of Wake Forest community; and

NOW, THEREFORE, I, Vivian A. Jones, Mayor of the Town of Wake Forest, North Carolina, do honor and thank Rick Kvitko as a treasure to this community for his continuous service to maintain a clean environment and superb quality of life for all community members and wildlife of the Town of Wake Forest.

This, the 21st Day of June 2022.

ATTEST:

Theresa Savary
Town Clerk



Vivian A. Jones
Mayor



Board of Commissioners Agenda Item Report

Agenda Item No.: 2021-611-

Submitted by: Terry Savary

Submitting Department: Administration

Meeting Date: June 21, 2022

SUBJECT

Proclamation Acknowledging June 2022 as "LGBTQ Pride Month"

Recommendation:

Item Summary:

ATTACHMENTS

-



Board of Commissioners Agenda Item Report

Agenda Item No.: 2021-600-

Submitted by: Allison Snyder

Submitting Department: Economic Development

Meeting Date: June 21, 2022

SUBJECT

Public Hearing of request for business related economic development expenditures

Recommendation:

That the Board of Commissioners:

1. Holds a Public Hearing on the request to incentivize a business to move to Wake Forest;
2. Grants economic development expenditures related to the business for a five-year period.

Item Summary:

ATTACHMENTS

•



Board of Commissioners Agenda Item Report

Agenda Item No.: 2021-416-

Submitted by:

Submitting Department: Administration

Meeting Date: June 21, 2022

SUBJECT

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

Recommendation:

Item Summary:

ATTACHMENTS

-



Board of Commissioners Agenda Item Report

Agenda Item No.: 2021-578-
Submitted by: Aileen Staples
Submitting Department: Finance
Meeting Date: June 21, 2022

SUBJECT

Approval of resolution authorizing Franklin County Tax Administrator to Levy and Collect Property Taxes for FY 2022-2023 for the Town of Wake Forest

Recommendation:

Approval as submitted

Item Summary:

ATTACHMENTS

- [Franklin County Rev Collection_summary.pdf](#)
- [Resolution 2022-xx authorizing franklin co tax admin to levy and collect taxes 2022-2023.docx](#)

**Approval of resolution authorizing Franklin County Tax Administrator to Levy and Collect
Property Taxes for FY 2022-2023 for the Town of Wake Forest**

The attached resolution authorizes the Franklin County Tax Administrator to levy and collect taxes for the Town of Wake Forest for the fiscal year 2022-2023.

Attachments: Resolution

RESOLUTION 2022-xx

**RESOLUTION DIRECTING THE FRANKLIN COUNTY
TAX ADMINISTRATOR TO COLLECT TAXES
FOR FISCAL YEAR 2022-2023 FOR THE
TOWN OF WAKE FOREST, NORTH CAROLINA**

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Town of Wake Forest that the Franklin County Tax Administrator be authorized, empowered, and commanded to levy and collect the taxes set forth in the tax records filed in the office of the Franklin County Tax Administration in the amounts and from the taxpayers likewise therein set forth;

BE IT FURTHER RESOLVED that such taxes are hereby declared to be a first lien upon all real property of the respective taxpayers in the Town of Wake Forest and this order shall be a full and sufficient authority to direct, require, and enable the Tax Administrator to levy on and sell any real or personal property of such taxpayers, for and on account thereof, in accordance with law.

This the 21st day of June 2022.

Moved by: _____

Seconded: _____

Mayor: _____

ATTEST:

Town Clerk



Board of Commissioners Agenda Item Report

Agenda Item No.: 2021-579-
Submitted by: Aileen Staples
Submitting Department: Finance
Meeting Date: June 21, 2022

SUBJECT

Approval of resolution authorizing Wake County Tax Administrator to Levy and Collect Property Taxes for FY 2022 - 2023 for the Town of Wake Forest

Recommendation:

Approval as submitted

Item Summary:

ATTACHMENTS

- [Wake County Rev Collection_summary.pdf](#)
- [Resolution 2022-xx authorizing wake co tax admin to levy and collect taxes 2022-2023.docx](#)

**Approval of resolution authorizing Wake County Tax Administrator to Levy and Collect
Property Taxes for FY 2022-2023 for the Town of Wake Forest**

The attached resolution authorizes the Wake County Tax Administrator to levy and collect taxes for the Town of Wake Forest for the fiscal year 2022-2023.

Attachments: Resolution

RESOLUTION 2022-xx

**RESOLUTION DIRECTING THE WAKE COUNTY
TAX ADMINISTRATOR TO COLLECT TAXES
FOR FISCAL YEAR 2022-2023 FOR THE
TOWN OF WAKE FOREST, NORTH CAROLINA**

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Town of Wake Forest that the Wake County Tax Administrator be authorized, empowered, and commanded to levy and collect the taxes set forth in the tax records filed in the office of the Wake County Tax Administration in the amounts and from the taxpayers likewise therein set forth;

BE IT FURTHER RESOLVED that such taxes are hereby declared to be a first lien upon all real property of the respective taxpayers in the Town of Wake Forest and this order shall be a full and sufficient authority to direct, require, and enable the Tax Administrator to levy on and sell any real or personal property of such taxpayers, for and on account thereof, in accordance with law.

This the 21st day of June 2022.

Moved by: _____

Seconded: _____

Mayor: _____

ATTEST:

Town Clerk



Board of Commissioners Agenda Item Report

Agenda Item No.: 2021-580-
Submitted by: Aileen Staples
Submitting Department: Finance
Meeting Date: June 21, 2022

SUBJECT

Approval of Budget Ordinance Amendment # 5 - FY 2021 - 2022

Recommendation:

Approval as submitted

Item Summary:

ATTACHMENTS

- [Final Budget Ordinance Amendment_summary.pdf](#)

Agenda Item: Budget Ordinance Amendment # 5 – FY 2021-2022

Summary: North Carolina General Statutes 159-15 authorizes the governing board to amend the budget ordinance at any time after the ordinance is adopted. Amendments generally include additional revenues, appropriations from contingency for unforeseen events, transfers to/from capital reserve funds and/or fund balance and periodic modifications to capital projects funds. **This will be the final amendment for FY 2021-2022. Staff will distribute respective worksheets via email by June 20.**

Attachments: Summary worksheets



Board of Commissioners Agenda Item Report

Agenda Item No.: 2021-593-
Submitted by: Emma Linn
Submitting Department: Planning
Meeting Date: June 21, 2022

SUBJECT

Consideration of a petition requesting contiguous annexation submitted by RP HV Lakeside LLC and Tri Point Homes Holdings INC for property associated with Holding Village Phase 10 located at 0 Dr. Calvin Jones Hwy and 0 Friendship Chapel Road being Wake County PINs 1840-46-5430 and 1840-36-9255 and adjacent right-of-way being approximately 29.16 acres (AN-22-03)

Recommendation:

Item Summary:

ATTACHMENTS

- [062122 BOC Agenda Summary.pdf](#)
- [Attachment A Legal Description AN-22-03.pdf](#)
- [Attachment B Annexation Map AN-22-03.pdf](#)
- [Attachment C Annexation Petition AN-22-03.pdf](#)
- [CERTIFICATE OF SUFFICIENCY.docx](#)
- [DRAFT RESOLUTION.docx](#)

Agenda Item: Consideration of a petition requesting contiguous annexation submitted by RP HV Lakeside LLC and Tri Point Homes Holdings INC for property associated with Holding Village Phase 10 located at 0 Dr. Calvin Jones Hwy and 0 Friendship Chapel Road being Wake County PINs 1840-46-5430 and 1840-36-9255 and adjacent right-of-way being approximately 29.16 acres.

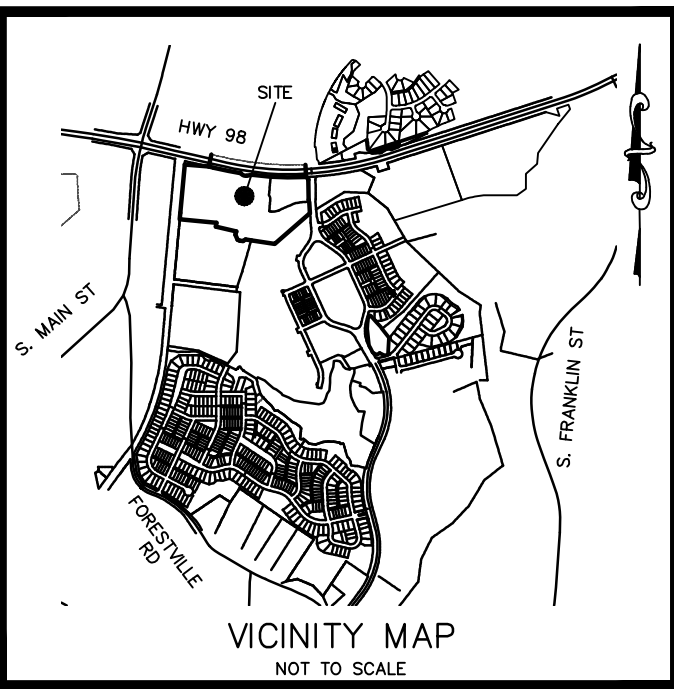
Summary: The property proposed for annexation is contiguous to the corporate limits of the Town of Wake Forest.

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

Attachments: Attachment A Legal Description AN-22-03
Attachment B Annexation Map AN-22-03
Attachment C Contiguous Annexation Petition AN-22-03
Certificate of Sufficiency
Draft Resolution

PROPERTY DESCRIPTION LOTS 8 & 10

Beginning at an iron pipe on the western right of way of S. Franklin Street, point also being the southeast property corner of Lot 8 as shown in Book of Maps 2021, Page 2338 of the Wake County Registry, being the **Point of Beginning**, thence leaving said right of way South 49°00'10" West a distance of 572.70 feet to an iron pipe; thence North 81°08'54" West a distance of 287.86 feet to an iron pipe; thence North 81°05'38" West a distance of 70.69 feet to an iron pipe; thence South 57°38'37" West a distance of 34.79 feet to an iron pipe; thence North 84°56'00" West a distance of 40.82 feet to an iron pipe; thence North 63°55'16" West a distance of 28.76 feet to an iron pipe; thence North 23°42'55" West a distance of 65.21 feet to an iron pipe; thence North 16°21'39" East a distance of 42.83 feet to an iron pipe; thence North 76°42'58" West a distance of 258.10 feet to an iron pipe; thence North 10°51'43" East a distance of 46.45 feet to an iron pipe; thence North 84°52'04" West a distance of 450.17 feet to an iron pipe on the eastern right of way of Seaboard Coastline Railroad; thence with said right of way North 05°11'05" East a distance of 80.71 feet to an iron pipe; thence North 05°11'05" East a distance of 590.82 feet to an iron pipe; thence South 85°10'46" East a distance of 292.94 feet to an iron pipe on the southern right of way of Dr. Calvin Jones Highway; thence North 12°53'04" East a distance of 150.92 feet to a point on the northern right of way of Dr. Calvin Jones Highway; thence with said right of way South 77°06'56" East a distance of 61.67 feet to a point; thence South 77°34'20" East a distance of 181.91 feet to a point; thence with a curve to the left with a radius of 3,746.71 feet, with an arc length of 912.14 feet, with a chord bearing of South 85°28'01" East, with a chord length of 909.89 feet to a point; thence South 02°26'29" East a distance of 150.92 feet to an iron pipe at the intersection of the southern right of way of Dr. Calvin Jones Highway and the western right of way of S. Franklin Street; thence with said right of way of S. Franklin Street a curve to the right with a radius of 29.00 feet, with an arc length of 45.43 feet, with a chord bearing of South 42°45'48" East, with a chord length of 40.92 feet to an iron pipe; thence with a curve to the left with a radius of 3,796.50 feet, with an arc length of 4.25 feet, with a chord bearing of South 00°44'09" West, with a chord length of 4.25 feet to an iron pipe; thence with a curve to the left with a radius of 3,796.50 feet, with an arc length of 241.20 feet, with a chord bearing of South 01°06'58" East, with a chord length of 241.16 feet to an iron pipe; thence South 12°57'29" East a distance of 24.51 feet to an iron pipe; thence South 12°57'29" East a distance of 7.86 feet to an iron pipe; thence with a curve to the left with a radius of 3,791.00 feet, with an arc length of 132.29 feet, with a chord bearing of South 04°25'04" East, with a chord length of 132.28 feet to the **Point of Beginning**, containing 1,270,310 square feet, or 29.16 acres.



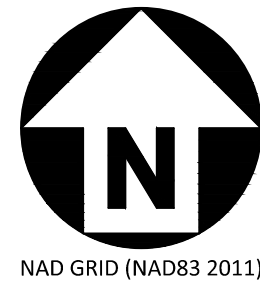
I HEREBY CERTIFY THAT THIS PLAT IS OF THE FOLLOWING TYPE:
G.S. 47-30 (f)(11)(d). THIS SURVEY IS OF ANOTHER CATEGORY,
SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-
ORDERED SURVEY, OR OTHER EXCEPTION TO THE DEFINITION OF
SUBDIVISION.

PRELIMINARY PLAT
NOT FOR RECORDATION
CONVEYANCES OR SALES



TOTAL AREA OF
ANNEXATION CHANGE
29.16 AC. ±

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



I, THERESA SAVARY, TOWN CLERK, TOWN OF WAKE FOREST, NORTH
CAROLINA CERTIFY THAT THIS IS A TRUE AND ACCURATE MAP OF
ANNEXATION ADOPTED THE _____ DAY OF _____
20____ BY THE WAKE FOREST BOARD OF
COMMISSIONERS. I SET MY HAND AND SEAL OF THE TOWN OF WAKE
FOREST,

THERESA SAVARY

McADAMS
The John R. McAdams Company, Inc.
2905 Meridian Parkway
Durham, NC 27713
phone 919. 361. 5000
fax 919. 361. 2269
license number: C-0293
www.mcadamsco.com

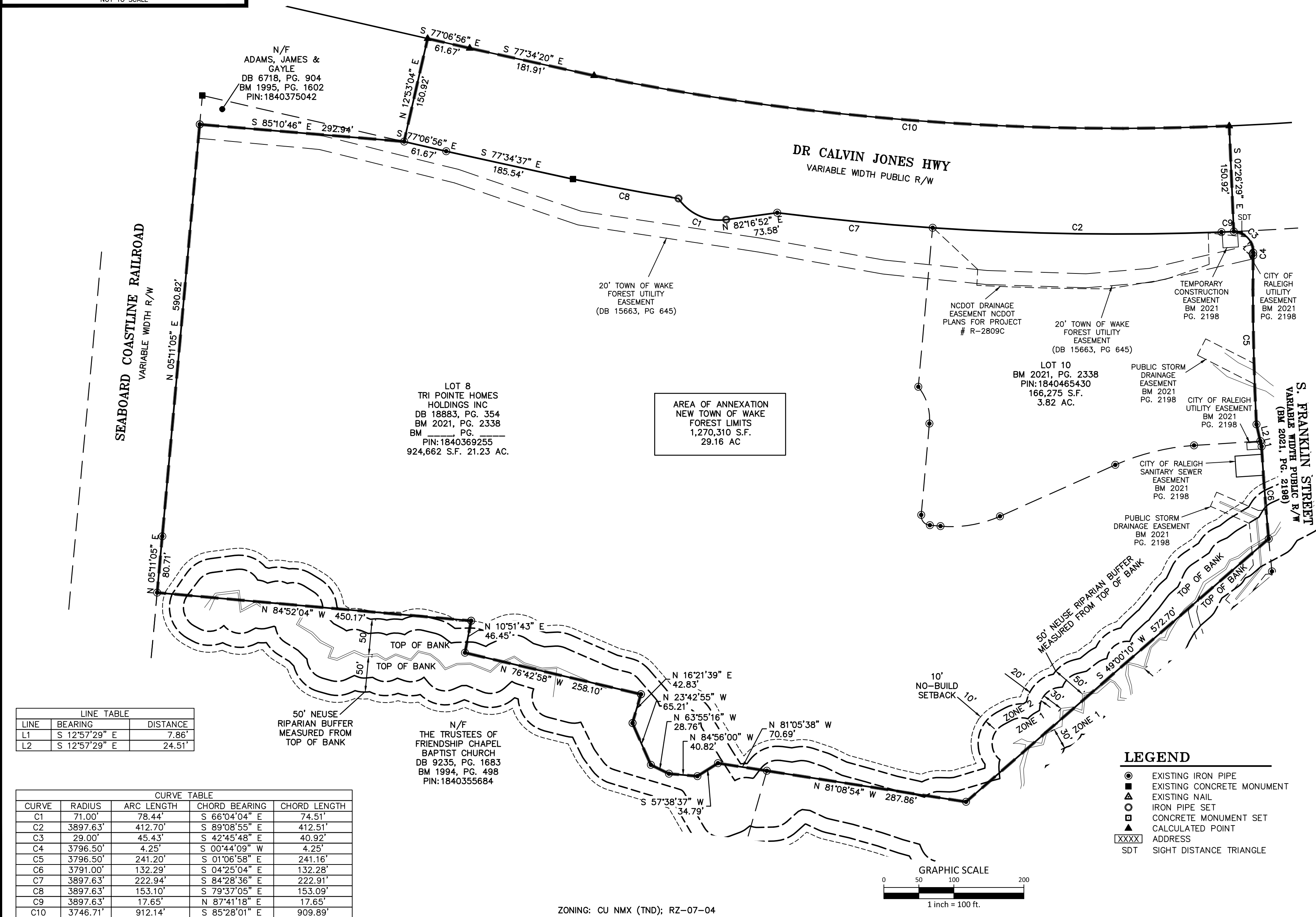
CLIENT

TRI POINTE HOMES HOLDINGS INC
1330 SUNDAY DRIVE STE 101
RALEIGH NC 27607

RP HV LAKESIDE LLC
READER PARTNERS LLC
5850 TG LEE BLVD STE 200
ORLANDO FL 32822

HOLDING VILLAGE CONTIGUOUS ANNEXATION MAP OF FRIENDSHIP CHAPEL ROAD & DR CALVIN JONES HIGHWAY

ANNEXATION CASE NUMBER: AN-22-03



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 12°57'29" E	7.86'
L2	S 12°57'29" E	24.51'

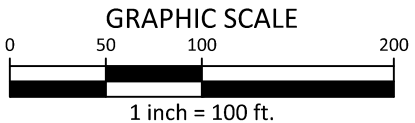
CURVE TABLE				
CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	71.00'	78.44'	S 66°04'04" E	74.51'
C2	3897.63'	412.70'	S 89°08'55" E	412.51'
C3	29.00'	45.43'	S 42°45'48" E	40.92'
C4	3796.50'	4.25'	S 00°44'09" W	4.25'
C5	3796.50'	241.20'	S 01°06'58" E	241.16'
C6	3791.00'	132.29'	S 04°25'04" E	132.28'
C7	3897.63'	222.94'	S 84°28'36" E	222.91'
C8	3897.63'	153.10'	S 79°37'05" E	153.09'
C9	3897.63'	17.65'	N 87°41'18" E	17.65'
C10	3746.71'	912.14'	S 85°28'01" E	909.89'

N/F
THE TRUSTEES OF
FRIENDSHIP CHAPEL
BAPTIST CHURCH
DB 9235, PG. 1883
BM 1994, PG. 498
PIN: 1840355684

ZONING: CU NMX (TND); RZ-07-04

LEGEND

- EXISTING IRON PIPE
- EXISTING CONCRETE MONUMENT
- EXISTING NAIL
- IRON PIPE SET
- CONCRETE MONUMENT SET
- CALCULATED POINT
- ADDRESS
- SDT SIGHT DISTANCE TRIANGLE



REVISIONS

NO.	DATE	REVISION DESCRIPTION
1	XX.XX.XXXX	REVISION DESCRIPTION
2	XX.XX.XXXX	REVISION DESCRIPTION

PLAN INFORMATION

PROJECT NO. RAP19000
FILENAME RAP19000-Z4
SURVEYED BY RTF
DRAWN BY KMM
SCALE 1"=100'
DATE 02.23.2022

SHEET

1-1



TOWN of WAKE FOREST

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

CONTIGUOUS ANNEXATION PETITION APPLICATION

(Last updated: July 2013)

Submittal Date: 3-10-22

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

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

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

See Attached legal description.

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

TRI POINTE HOMES HOLDINGS INC 1330 Sunday Drive, STE 101
Raleigh NC 27607

Name	Address	Signature	Date
RP HV Lakeside, LLC	5850 T G LEE BLVD STE 200		3/11/22
By: Reader & Partners, its sole manager	ORLANDO FL 32822-4408	Signature	Date
By: Scott Lay, Sr. Vice President	Address	Signature	Date
Name	Address	Signature	Date
Name	Address	Signature	Date

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



TOWN of WAKE FOREST

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

CONTIGUOUS ANNEXATION PETITION APPLICATION

(Last updated: July 2013)

Submittal Date: 3-10-22

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

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

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

See Attached legal description.

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

TRI POINTE HOMES HOLDINGS INC 1330 Sunday Drive, STE 101
Raleigh NC 27607

Robert Davenport

[Signature]

3/4/23

Name
RP HV LAKESIDE LLC

Address
5850 T G LEE BLVD STE 200
ORLANDO FL 32822-4408

Signature

Date

Name

Address

Signature

Date

Name

Address

Signature

Date

Name

Address

Signature

Date

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

CERTIFICATE OF SUFFICIENCY

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

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

In witness whereof, I have hereto set my hand and affixed the seal of the Town of Wake Forest, this the 21st day of June, 2022.

Town Clerk

(SEAL)

RESOLUTION 2022-

RESOLUTION FIXING DATE OF PUBLIC HEARING ON QUESTION OF ANNEXATION
PURSUANT TO N.C.G.S. 160A-31, AS AMENDED

(by RP HV Lakeside LLC and Tri Point Homes Holdings INC for property associated with Holding Village Phase 10 located at 0 Dr Calvin Jones Hwy and 0 Friendship Chapel Road being Wake County PINs 1840-46-5430 and 1840-36-9255 and adjacent right-of-way being approximately 29.16 acres.)

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

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

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

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

Section 1. That a public hearing on the question of annexation of the contiguous area described herein will be held at the Wake Forest Town Hall at 6:00 p.m. on the 19th day of July, 2022.

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

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

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

This the 21st day of June, 2022.

Mayor: _____

ATTEST:

Town Clerk



Board of Commissioners Agenda Item Report

Agenda Item No.: 2021-599-
Submitted by: Hassan Kingsberry
Submitting Department: Finance
Meeting Date: June 21, 2022

SUBJECT

American Rescue Plan Act (ARPA) Policies

Recommendation:

Approval

Item Summary:

ATTACHMENTS

- [ARPA Policies Overview.docx](#)
- [ARPA policies draft resolution.docx](#)
- [TWF ARPA Allowable Costs Policy.docx](#)
- [TWF ARPA Eligible Use Policy.docx](#)
- [TWF ARPA Property Management Policy.docx](#)
- [TWF ARPA Project Review and Subaward Policy.docx](#)
- [TWF ARPA Conflict of Interest Policy.docx](#)
- [TWF ARPA Nondiscrimination Policy.docx](#)
- [TWF ARPA Record Retention Policy.docx](#)
- [TWF ARPA UG Program Income Policy.docx](#)

Required Town of Wake Forest American Rescue Plan Act (ARPA) Policies

The Town is administering \$14,541,846 in American Rescue Plan Act (ARPA) funding received from the United States Treasury Department. In order to receive these funds, the Treasury Department requires The Town of Wake Forest to adopt and follow policies incorporating federal bidding, purchasing, contracting, compliance, and monitoring procedures primarily outlined in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200). By adopting these policies and procedures, the Town will reinforce its agreement with the Treasury Department that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of ARPA funded projects. With these policies in place, the Board can proceed with its own projects and to award grants to subrecipients. It will also provide the roadmap to the proper reporting and ongoing monitoring of its projects and those of the subrecipients. Finally, these policies and procedures will help mitigate the risk of non-compliance and potential recoupment of the grant funding.

Attachment 1: Resolution Adopting Town ARPA Policies

Attachment 2: Allowable Cost Policy

Attachment 3: Eligible Use Policy

Attachment 4: Property Management Policy

Attachment 5: Project Review and Subaward Policy

Attachment 6: Conflicts of Interest Policy

Attachment 7: Nondiscrimination Policy

Attachment 8: Records Retention Policy

Attachment 9: Uniform Guidance Program Income Policy

RESOLUTION 2022-__

RESOLUTION APPROVING TOWN POLICIES TO AID IN ADMINISTERING FEDERAL
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS FROM THE
AMERICAN RESCUE PLAN ACT

WHEREAS The Town of Wake Forest (“Town”) received \$14,541,846 of Coronavirus State and Local Fiscal Recovery Funds pursuant to H.R. 1319 American Rescue Plan Act of 2021 (ARPA/SLFRF);

WHEREAS the funds may be used for projects within these categories, to the extent authorized by state law:

1. Support public health expenditures, by funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff;
2. Address negative economic impacts caused by the public health emergency, including economic harms to workers, households, small businesses, impacted industries, and the public sector;
3. Replace lost public sector revenue, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic;
4. Provide premium pay for essential workers, offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors; and
5. Invest in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet;

WHEREAS ARPA/SLFRF funds are subject to the compliance requirements as listed in the Award Terms and Conditions and the Assistance Listing (21.027) which are primarily focused on the federal Uniform Grant Guidance, 2 CFR Sect. 200 (UG);

WHEREAS the Town intends to fully implement all compliance requirements required by the Award Terms and Conditions and the Assistance Listing to ensure the institutional, managerial, and financial capability to manage its internal projects and the potential subrecipients' projects;

WHEREAS current Town policies have been updated where needed and new ARPA/SLFRF policies were created; and

NOW, THEREFORE, BE IT RESOLVED, that the following policies, attached hereto and incorporated herein by reference, are hereby adopted by the Town of Wake Forest Board of Commissioners:

1. Allowable Cost Policy;
2. Eligible Use Policy;
3. Property Management Policy;
4. Project Review and Subaward Policy;
5. Conflicts of Interest Policy;
6. Nondiscrimination Policy;
7. Records Retention Policy; and
8. Uniform Guidance Program Income Policy.

Adopted this 21st day of June 2022.

Moved by: _____

Seconded: _____

Mayor: _____

ATTEST:

(Deputy) Town Clerk

TOWN OF WAKE FOREST

POLICY FOR ALLOWABLE COSTS AND COST PRINCIPLES FOR EXPENDITURE OF AMERICAN RESCUE PLAN ACT CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS BY NORTH CAROLINA LOCAL GOVERNMENTS

WHEREAS the TOWN OF WAKE FOREST (“Town”), has received an allocation of funds from the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP/CSLFRF); and

WHEREAS the funds may be used for projects within these categories, to the extent authorized by state law.

1. Support COVID-19 public health expenditures, by funding COVID-19 mitigation and prevention efforts, medical expenses, behavioral healthcare, preventing and responding to violence, and certain public health and safety staff;
2. Address negative economic impacts caused by the public health emergency, including economic harms to households, small businesses, non-profits, impacted industries, and the public sector;
3. Replace lost public sector revenue, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic;
4. Provide premium pay for essential workers, offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors; and,
5. Invest in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet.

WHEREAS the ARP/CSLFRF are subject to the provisions of the federal Uniform Grant Guidance, 2 CFR Sect. 200 (UG), as provided in the [Assistance Listing](#); and

WHEREAS the [Compliance and Reporting Guidance for the State and Local Fiscal Recovery Funds](#) provides, in relevant part:

Allowable Costs/Cost Principles. As outlined in the Uniform Guidance at 2 CFR Part 200, Subpart E regarding Cost Principles, allowable costs are based on the premise that a recipient is responsible for the effective administration of Federal awards, application of sound management practices, and administration of Federal funds in a manner consistent with the program objectives and terms and conditions of the award. Recipients must implement robust internal controls and effective monitoring to ensure compliance with the Cost Principles, which are important for building trust and accountability.

ARP/CSLFRF Funds may be, but are not required to be, used along with other funding sources for a given project. Note that ARP/CSLFRF Funds may not be used for a non-

Federal cost share or match where prohibited by other Federal programs, e.g., funds may not be used for the State share for Medicaid.

Treasury's Interim Final Rule and guidance and the Uniform Guidance outline the types of costs that are allowable, including certain audit costs. For example, per 2 CFR 200.425, a reasonably proportionate share of the costs of audits required by the Single Audit Act Amendments of 1996 are allowable; however, costs for audits that were not performed in accordance with 2 CFR Part 200, Subpart F are not allowable. Please see 2 CFR Part 200, Subpart E regarding the Cost Principles for more information.

- a. Administrative costs: Recipients may use funds for administering the SLFRF program, including costs of consultants to support effective management and oversight, including consultation for ensuring compliance with legal, regulatory, and other requirements. Further, costs must be reasonable and allocable as outlined in 2 CFR 200.404 and 2 CFR 200.405. Pursuant to the ARP/CSLFRF Award Terms and Conditions, recipients are permitted to charge both direct and indirect costs to their SLFRF award as administrative costs. Direct costs are those that are identified specifically as costs of implementing the ARP/CSLFRF program objectives, such as contract support, materials, and supplies for a project. Indirect costs are general overhead costs of an organization where a portion of such costs are allocable to the ARP/CSLFRF award such as the cost of facilities or administrative functions like a director's office. Each category of cost should be treated consistently in like circumstances as direct or indirect, and recipients may not charge the same administrative costs to both direct and indirect cost categories, or to other programs. If a recipient has a current Negotiated Indirect Costs Rate Agreement (NICRA) established with a Federal cognizant agency responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals, then the recipient may use its current NICRA. Alternatively, if the recipient does not have a NICRA, the recipient may elect to use the de minimis rate of 10 percent of the modified total direct costs pursuant to 2 CFR 200.414(f).
- b. Salaries and Expenses: In general, certain employees' wages, salaries, and covered benefits are an eligible use of ARP/CSLFRF award funds; and

WHEREAS Subpart E of the UG dictates allowable costs and cost principles for expenditure of ARP/CSLFRF funds; and

WHEREAS Subpart E of the UG (specifically, 200.400) states that:

The application of these cost principles is based on the fundamental premises that:

- (a) The non-Federal entity is responsible for the efficient and effective administration of the Federal award through the application of sound management practices.

- (b) The non-Federal entity assumes responsibility for administering Federal funds in a manner consistent with underlying agreements, program objectives, and the terms and conditions of the Federal award.
- (c) The non-Federal entity, in recognition of its own unique combination of staff, facilities, and experience, has the primary responsibility for employing whatever form of sound organization and management techniques may be necessary in order to assure proper and efficient administration of the Federal award.
- (d) The application of these cost principles should require no significant changes in the internal accounting policies and practices of the non-Federal entity. However, the accounting practices of the non-Federal entity must be consistent with these cost principles and support the accumulation of costs as required by the principles, and must provide for adequate documentation to support costs charged to the Federal award.
- (e) In reviewing, negotiating and approving cost allocation plans or indirect cost proposals, the cognizant agency for indirect costs should generally assure that the non-Federal entity is applying these cost accounting principles on a consistent basis during their review and negotiation of indirect cost proposals. Where wide variations exist in the treatment of a given cost item by the non-Federal entity, the reasonableness and equity of such treatments should be fully considered.
- (f) For non-Federal entities that educate and engage students in research, the dual role of students as both trainees and employees (including pre- and post-doctoral staff) contributing to the completion of Federal awards for research must be recognized in the application of these principles.
- (g) The non-Federal entity may not earn or keep any profit resulting from Federal financial assistance, unless explicitly authorized by the terms and conditions of the Federal award;

BE IT RESOLVED that the governing board of TOWN OF WAKE FOREST hereby adopts and enacts the following UG Allowable Costs and Cost Principles Policy for the expenditure of ARP/CSLFRF funds.

TOWN OF WAKE FOREST Allowable Costs and Costs Principles Policy

I. ALLOWABLE COSTS AND COSTS PRINCIPLES POLICY OVERVIEW

[Title 2 U.S. Code of Federal Regulations Part 200](#), Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, commonly called Uniform Guidance (UG), specifically Subpart E, defines those items of cost that are allowable, and which are unallowable. The tests of allowability under these principles are: (a) the costs must be reasonable; (b) they must be allocable to eligible projects under the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP/CSLFRF); (c) they must be given consistent treatment through application of those generally accepted accounting principles appropriate to the circumstances; and (d) they must conform to any limitations or exclusions set forth in these principles or in the ARP/CSLFRF grant award as to

types or amounts of cost items. Unallowable items fall into two categories: expenses which are by their nature unallowable (e.g., alcohol), and unallowable activities (e.g., fund raising).

The TOWN OF WAKE FOREST (“Town”) shall adhere to all applicable cost principles governing the use of federal grants. This policy addresses the proper classification of both direct and indirect charges to ARP/CSLFRF funded projects and enacts procedures to ensure that proposed and actual expenditures are consistent with the ARP/CSLFRF grant award terms and all applicable federal regulations in the UG.

Responsibility for following these guidelines lies with the Chief Finance Officer, the Assistant Finance Director, the Strategic Performance Manager, and the Grants Compliance Manager, who are charged with the administration and financial oversight of the ARP/CSLFRF. Further, all local government employees and officials who are involved in obligating, administering, expending, or monitoring ARP/CSLFRF grant funded projects should be well versed with the categories of costs that are generally allowable and unallowable. Questions on the allowability of costs should be directed to the Grants Compliance Manager. As questions on allowability of certain costs may require interpretation and judgment, local government personnel are encouraged to ask for assistance in making those determinations.

II. GENERAL COST ALLOWABILITY CRITERIA

All costs expended using ARP/CSLFRF funds must meet the following general criteria:

1. **Be necessary and reasonable for the proper and efficient performance and administration of the grant program.**

A cost must be *necessary* to achieve a project object. When determining whether a cost is necessary, consideration may be given to:

- Whether the cost is needed for the proper and efficient performance of the grant project.
- Whether the cost is identified in the approved project budget or application.
- Whether the cost aligns with identified needs based on results and findings from a needs assessment.
- Whether the cost addresses project goals and objectives and is based on program data.

A cost is *reasonable* if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision to incur the cost was made. For example, reasonable means that sound business practices were followed, and purchases were comparable to market prices. When determining reasonableness of a cost, consideration must be given to:

- Whether the cost is a type generally recognized as ordinary and necessary for the operation of the Town or the proper and efficient performance of the federal award.

- The restraints or requirements imposed by factors, such as: sound business practices; arm's-length bargaining; federal, state, and other laws and regulations; and terms and conditions of the ARP/CSLFRF award.
- Market prices for comparable goods or services for the geographic area.
- Whether individuals concerned acted with prudence in the circumstances considering their responsibilities to Town, its employees, the public at large, and the federal government.
- Whether Town significantly deviates from its established practices and policies regarding the incurrence of costs, which may unjustifiably increase the ARP/CSLFRF award's cost.

2. **Be allocable to the ARP/CSLFRF federal award.** A cost is allocable to the ARP/CSLFRF award if the goods or services involved are chargeable or assignable to the ARP/CSLFRF award in accordance with the relative benefit received. This means that the ARP/CSLFRF grant program derived a benefit in proportion to the funds charged to the program. *For example, if 50 percent of a local government program officer's salary is paid with grant funds, then the local government must document that the program officer spent at least 50 percent of his/her time on the grant program.*

If a cost benefits two or more projects or activities in proportions that can be determined without undue effort or cost, the cost must be allocated to the projects based on the proportional benefit. If a cost benefits two or more projects or activities in proportions that cannot be determined because of the interrelationship of the work involved, then the costs may be allocated or transferred to benefitted projects on any reasonable documented basis. Where the purchase of equipment or other capital asset is specifically authorized by the ARP/CSLFRF, the costs are assignable to the Federal award regardless of the use that may be made of the equipment or other capital asset involved when no longer needed for the purpose for which it was originally required.

3. **Be authorized and not prohibited under state or local laws or regulations.**
4. **Conform to any limitations or exclusions set forth in the principles, federal laws, ARP/CSLFRF award terms, and other governing regulations as to types or amounts of cost items.**
5. **Be consistent with policies, regulations, and procedures that apply uniformly to both the ARP/CSLFRF federal award and other activities of the Town.**
6. **Be accorded consistent treatment.** A cost MAY NOT be assigned to a federal award as a direct cost and also be charged to a federal award as an indirect cost. And a cost must be treated consistently for both federal award and non-federal award expenditures.
7. **Be determined in accordance with generally accepted accounting principles (GAAP), unless provided otherwise in the UGG.**

8. **Be net of all applicable credits.** The term “applicable credits” refers to those receipts or reduction of expenditures that operate to offset or reduce expense items allocable to the federal award. Typical examples of such transactions are purchase discounts; rebates or allowances; recoveries or indemnities on losses; and adjustments of overpayments or erroneous charges. To the extent that such credits accruing to and received by the local government related to the federal award, they shall be credited to the ARP/CSLFRF award, either as a cost reduction or a cash refund, as appropriate and consistent with the award terms.
9. **Be adequately documented.**

III. SELECTED ITEMS OF COST

The UGG examines the allowability of fifty-five (55) specific cost items (commonly referred to as Selected Items of Cost) at 2 CFR § 200.420-.475.

The Grants Compliance Manager and/or the Assistant Finance Director responsible for determining cost allowability must be familiar with the Selected Items of Cost. The Town must follow the applicable regulations when charging these specific expenditures to the ARP/CSLFRF grant. The Grants Compliance Manager and/or the Assistant Finance Director will check costs against the selected items of cost requirements to ensure the cost is allowable and that all process and documentation requirements are followed. In addition, State laws, Town regulations, and program-specific rules may deem a cost as unallowable, and the Grants Compliance Manager and/or the Assistant Finance Director must follow those non-federal rules as well.

Exhibit A identifies and summarizes the Selected Items of Cost.

IV. DIRECT AND INDIRECT COSTS

Allowable and allocable costs must be appropriately classified as direct or indirect charges. It is essential that each item of cost be treated consistently in like circumstances either as a direct or an indirect cost.

Direct costs are expenses that are specifically associated with a particular ARP/CSLFRF-eligible project and that can be directly assigned to such activities relatively easily with a high degree of accuracy. Common examples of direct costs include salary and fringe benefits of personnel directly involved in undertaking an eligible project, equipment and supplies for the project, subcontracted service provider, or other materials consumed or expended in the performance of a grant-eligible project.

Indirect costs are (1) costs incurred for a common or joint purpose benefitting more than one ARP/CSLFRF-eligible project, and (2) not readily assignable to the project specifically benefited, without effort disproportionate to the results achieved. They are expenses that benefit more than one project or even more than one federal grant. Common examples of indirect costs include utilities, local telephone charges, shared office supplies, administrative or secretarial salaries.

For indirect costs, the Town may charge a 10 percent de minimis rate of modified total direct costs (MTDC). According to UGG Section 200.68 MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of

each subaward (regardless of the period of performance the subawards under the award). MTDC EXCLUDES equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000.

V. SPECIAL PROVISIONS FOR STATE AND LOCAL GOVERNMENTS

There are some special provisions of the UG that apply only to states, local governments, and Indian Tribes.

§ 200.444 General costs of government.

(a) For states, local governments, and Indian Tribes, the general costs of government are unallowable (except as provided in [§ 200.475](#)). Unallowable costs include:

- (1) Salaries and expenses of the Office of the Governor of a [state](#) or the chief executive of a [local government](#) or the chief executive of an [Indian tribe](#);
- (2) Salaries and other expenses of a [state](#) legislature, tribal council, or similar local governmental body, such as a county supervisor, city council, school board, etc., whether incurred for purposes of legislation or executive direction;
- (3) Costs of the judicial branch of a government;
- (4) Costs of prosecutorial activities unless treated as a direct cost to a specific program if authorized by statute or regulation (however, this does not preclude the allowability of other legal activities of the Attorney General as described in [§ 200.435](#)); and
- (5) Costs of other general types of government services normally provided to the general public, such as fire and police, unless provided for as a direct cost under a program statute or regulation.

(b) For [Indian tribes](#) and Councils of Governments (COGs) (see definition for *Local government* in [§ 200.1](#) of this part), up to 50% of salaries and expenses directly attributable to managing and operating [Federal programs](#) by the chief executive and his or her staff can be included in the indirect cost calculation without documentation.

§ 200.416 COST ALLOCATION PLANS AND INDIRECT COST PROPOSALS.

(a) For states, local governments and Indian tribes, certain services, such as motor pools, computer centers, purchasing, accounting, etc., are provided to operating agencies on a centralized basis. Since Federal awards are performed within the individual operating agencies, there needs to be a process whereby these central service costs can be identified and assigned to benefitted activities on a reasonable and consistent basis. The central service cost allocation plan provides that process.

(b) Individual operating agencies (governmental department or agency), normally charge Federal awards for indirect costs through an indirect cost rate. A separate indirect cost rate(s) proposal for each operating agency is usually necessary to claim indirect costs under Federal awards. Indirect costs include:

(1) The indirect costs originating in each department or agency of the governmental unit carrying out Federal awards and

(2) The costs of central governmental services distributed through the central service cost allocation plan and not otherwise treated as direct costs.

(c) The requirements for development and submission of cost allocation plans (for central service costs and public assistance programs) and indirect cost rate proposals are contained in appendices V, VI and VII to this part.

§ 200.417 INTERAGENCY SERVICE.

The cost of services provided by one agency to another within the governmental unit may include allowable direct costs of the service plus a pro-rated share of indirect costs. A standard indirect cost allowance equal to ten percent of the direct salary and wage cost of providing the service (excluding overtime, shift premiums, and fringe benefits) may be used in lieu of determining the actual indirect costs of the service. These services do not include centralized services included in central service cost allocation plans as described in Appendix V to Part 200.

VI. COST ALLOWABILITY REVIEW PROCESS

PREAPPROVAL COST ALLOWABILITY REVIEW

Before an ARP/CSLFRF-funded project is authorized, the Grants Compliance Manager and/or the Assistant Finance Director must review the proposed cost items within an estimated project budget to determine whether they are allowable and allocable and whether cost items will be charged as direct or indirect expenses. This review will occur concurrently with the review of project eligibility and *before* obligating or expending any ARP/CSLFRF funds.

- Local government personnel must submit proposed ARP/CSLFRF projects to the Grants Compliance Manager and/or the Assistant Finance Director for review. In addition to other required information, all proposed project submissions must delineate estimated costs by cost item.
- Along with a general review of project eligibility and conformance with other governing board management directives, the Grants Compliance Manager and/or the Assistant Finance Director must review estimated costs for specific allowable cost requirements, budget parameters, indirect rates, fringe benefit rates, and those activities/costs that require pre-approval by the US Treasury.
- If a proposed project includes a request for an unallowable cost, the Grants Compliance Manager and/or the Assistant Finance Director will return the proposal to the requesting party for review and, if practicable, resubmission with corrected cost items.

- Once a proposed project budget is pre-approved by the Grants Compliance Manager and/or the Assistant Finance Director, the local government personnel responsible for implementing the project must conform actual obligations and expenditures to the pre-approved project budget.

POST-EXPENDITURE COST ALLOWABILITY REVIEW

Once an expenditure is incurred related to an eligible project, and an invoice or other demand for payment is submitted to the local government, the Grants Compliance Manager and/or the Assistant Finance Director must perform a second review to ensure that actual expenditures comprise allowable costs.

- All invoices or other demands for payment must include a breakdown by cost item. The cost items should mirror those presented in the proposed budget for the project. If an invoice or other demand for payment does not include a breakdown by cost item, the Grants Compliance Manager and/or the Assistant Finance Director will return the invoice to the project manager and/or vendor, contractor, or subrecipient for correction.
- The Grants Compliance Manager and/or the Assistant Finance Director must review the individual cost items listed on the invoice or other demand for payment to determine their allowability and allocability.
- If all cost items are deemed allowable and properly allocable, the Grants Compliance Manager and/or the Assistant Finance Director must proceed through the local government's normal disbursement process.
- If any cost item is deemed unallowable, the Grants Compliance Manager and/or the Assistant Finance Director will notify the project management and/or vendor, contractor, or subrecipient that a portion of the invoice or other demand for payment will not be paid with ARP/CSLFRF funds. The Grants Compliance Manager and/or the Assistant Finance Director may in their discretion, and consistent with this policy, allow an invoice or other demand for payment to be resubmitted with a revised cost allocation. If the local government remains legally obligated by contract or otherwise to pay the disallowed cost item, it must identify other local government funds to cover the disbursement. The Town's governing board must approve any allocation of other funds for this purpose.
- The Grants Compliance Manager and/or the Assistant Finance Director must retain appropriate documentation of budgeted cost items per project and actual obligations and expenditures of cost items per project.

VII. COST TRANSFERS

Any costs charged to the ARP/CSLFRF federal award that do not meet the allowable cost criteria must be removed from the award account and charged to an account that does not require adherence to federal UGG or other applicable guidelines.

Failure to adequately follow this policy and related procedures could result in questioned costs, audit findings, potential repayment of disallowed costs and discontinuance of funding.

EXHIBIT A

Selected Items of Cost	Uniform Guidance General Reference	Allowability
Advertising and public relations costs	2 CFR § 200.421	Allowable with restrictions
Advisory councils	2 CFR § 200.422	Allowable with restrictions
Alcoholic beverages	2 CFR § 200.423	Unallowable
Alumni/ae activities	2 CFR § 200.424	Not specifically addressed
Audit services	2 CFR § 200.425	Allowable with restrictions
Bad debts	2 CFR § 200.426	Unallowable
Bonding costs	2 CFR § 200.427	Allowable with restrictions
Collection of improper payments	2 CFR § 200.428	Allowable
Commencement and convocation costs	2 CFR § 200.429	Not specifically addressed
Compensation – personal services	2 CFR § 200.430	Allowable with restrictions; Special conditions apply (e.g., § 200.430(i)(5))
Compensation – fringe benefits	2 CFR § 200.431	Allowable with restrictions
Conferences	2 CFR § 200.432	Allowable with restrictions

Contingency provisions	2 CFR § 200.433	Unallowable with exceptions
Contributions and donations	2 CFR § 200.434	Unallowable (made by non-federal entity); not reimbursable but value may be used as cost sharing or matching (made to non-federal entity)
Defense and prosecution of criminal and civil proceedings, claims, appeals and patent infringements	2 CFR § 200.435	Allowable with restrictions
Depreciation	2 CFR § 200.436	Allowable with qualifications
Employee health and welfare costs	2 CFR § 200.437	Allowable with restrictions
Entertainment costs	2 CFR § 200.438	Unallowable with exceptions
Equipment and other capital expenditures	2 CFR § 200.439	Allowability based on specific requirement
Exchange rates	2 CFR § 200.440	Allowable with restrictions
Fines, penalties, damages and other settlements	2 CFR § 200.441	Unallowable with exceptions
Fund raising and investment management costs	2 CFR § 200.442	Unallowable with exceptions
Gains and losses on disposition of depreciable assets	2 CFR § 200.443	Allowable with restrictions
General costs of government	2 CFR § 200.444	Unallowable with exceptions
Goods and services for personal use	2 CFR § 200.445	Unallowable (goods/services); allowable (housing) with restrictions
Idle facilities and idle capacity	2 CFR § 200.446	Idle facilities - unallowable with exceptions; Idle capacity - allowable with restrictions
Insurance and indemnification	2 CFR § 200.447	Allowable with restrictions

Intellectual property	2 CFR § 200.448	Allowable with restrictions
Interest	2 CFR § 200.449	Allowable with restrictions
Lobbying	2 CFR § 200.450	Unallowable
Losses on other awards or contracts	2 CFR § 200.451	Unallowable (however, they are required to be included in the indirect cost rate base for allocation of indirect costs)
Maintenance and repair costs	2 CFR § 200.452	Allowable with restrictions
Materials and supplies costs, including costs of computing devices	2 CFR § 200.453	Allowable with restrictions
Memberships, subscriptions, and professional activity costs	2 CFR § 200.454	Allowable with restrictions; unallowable for lobbying organizations
Organization costs	2 CFR § 200.455	Unallowable except federal prior approval
Participant support costs	2 CFR § 200.456	Allowable with prior approval of the federal awarding agency
Plant and security costs	2 CFR § 200.457	Allowable; capital expenditures are subject to § 200.439
Pre-award costs	2 CFR § 200.458	Allowable if consistent with other allowabilities and with prior approval of the federal awarding agency
Professional services costs	2 CFR § 200.459	Allowable with restrictions
Proposal costs	2 CFR § 200.460	Allowable with restrictions
Publication and printing costs	2 CFR § 200.461	Allowable with restrictions
Rearrangement and reconversion costs	2 CFR § 200.462	Allowable (ordinary and normal)
Recruiting costs	2 CFR § 200.463	Allowable with restrictions

Relocation costs of employees	2 CFR § 200.464	Allowable with restrictions
Rental costs of real property and equipment	2 CFR § 200.465	Allowable with restrictions
Scholarships and student aid costs	2 CFR § 200.466	Not specifically addressed
Selling and marketing costs	2 CFR § 200.467	Unallowable with exceptions
Specialized service facilities	2 CFR § 200.468	Allowable with restrictions
Student activity costs	2 CFR § 200.469	Unallowable unless specifically provided for in the federal award
Taxes (including Value Added Tax)	2 CFR § 200.470	Allowable with restrictions
Termination costs	2 CFR § 200.471	Allowable with restrictions
Training and education costs	2 CFR § 200.472	Allowable for employee development
Transportation costs	2 CFR § 200.473	Allowable with restrictions
Travel costs	2 CFR § 200.474	Allowable with restrictions
Trustees	2 CFR § 200.475	Not specifically addressed

TOWN OF WAKE FOREST

ELIGIBLE PROJECT POLICY FOR THE EXPENDITURE OF AMERICAN RESCUE PLAN ACT OF 2021 CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

WHEREAS the TOWN OF WAKE FOREST (“Town”) has received an allocation of funds from the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP/CSLFRF); and

WHEREAS US Treasury is responsible for implementing ARP/CSLFRF and has enacted a Final Rule outlining eligible projects; and

WHEREAS the funds may be used for projects within these categories, to the extent authorized by state law.

1. Support COVID-19 public health expenditures, by funding COVID-19 mitigation and prevention efforts, medical expenses, behavioral healthcare, preventing and responding to violence, and certain public health and safety staff;
2. Address negative economic impacts caused by the public health emergency, including economic harms to households, small businesses, non-profits, impacted industries, and the public sector;
3. Replace lost public sector revenue, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic;
4. Provide premium pay for essential workers, offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors; and,
5. Invest in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet; and

WHEREAS the ARP/CSLFRF are subject to the provisions of the federal Uniform Grant Guidance, 2 CFR Part 200 (UG), as provided in the [Assistance Listing](#); and

WHEREAS US Treasury has issued a [Compliance and Reporting Guidance v.2.1 \(November 15, 2021\)](#) dictating implementation of the ARP/CSLFRF award terms and compliance requirements; and

WHEREAS the Compliance and Reporting Guidance states on page 6 that

Per 2 CFR Part 200.303, your organization must develop and implement effective internal controls to ensure that funding decisions under the SLFRF award constitute eligible uses of funds, and document determinations.

BE IT RESOLVED that the Town of Wake Forest hereby adopts and enacts the following Eligibility Determination Policy for ARP/CSLFRF funds.

Eligibility Determination Policy for American Rescue Plan Act of 2021 Coronavirus State and Local Fiscal Recovery Funds

This policy defines the permissible and prohibited uses of the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP/CSLFRF) funds. It also outlines the procedures for determining how [Local Government Name] will spend its ARP/CSLFRF funds.

I. PERMISSIBLE USES OF ARP/CSLFRF FUNDING

US Treasury issued its [Final Rule](#) regarding use of ARPA funds on January 6, 2022. (The Final Rule is effective as of April 1, 2022. Until that date, a local government may proceed under the regulation promulgated by US Department of the Treasury in its [Interim Final Rule](#) or the Final Rule.) The Final Rule (and the Interim Final Rule) identify permissible uses of ARP/CSLFRF funds and certain limitations and process requirements. Local governments must allocate ARP/CSLFRF funds no later than December 31, 2024 and disburse all funding no later than December 31, 2026. Failure of an entity to expend all funds by December 31, 2026 will result in forfeiture of ARPA funds.

ARP/CSLFRF funds may be used for projects within the following categories of expenditures:

1. Support COVID-19 public health expenditures, by funding COVID-19 mitigation and prevention efforts, medical expenses, behavioral healthcare, preventing and responding to violence, and certain public health and safety staff;
2. Address negative economic impacts caused by the public health emergency, including economic harms to workers, households, small businesses, non-profits, impacted industries, and the public sector;
3. Replace lost public sector revenue, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic;
4. Provide premium pay for essential workers, offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors; and
5. Invest in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet; and

II. PROHIBITED USES OF ARPA FUNDING

The ARP/CSLFRF and US Treasury's Final Rule prohibit certain uses of ARP/CSLFRF funds. Specifically, ARP/CSLFRF funds may not be used for projects within the following categories of expenditures:

1. To make a deposit into a pension fund that constitutes an extraordinary payment of an accrued, unfunded liability (Note that routine contributions as part of a payroll obligation for an eligible project are allowed.);
2. To borrow money or make debt service payments;
3. To replenish rainy day funds or fund other financial reserves;
4. To satisfy an obligation arising from a settlement agreement, judgment, consent decree, or judicially confirmed debt restricting in a judicial, administrative, or regulatory proceeding (There is an exception to this prohibition if the settlement or judgment requires the [Local Government Name] to provide services to respond to the COVID-19 public health emergency or its negative economic impacts or to provide government services, then the costs of those otherwise ARP/CSLFRF-eligible projects are allowed.);
5. For a project that includes a term or condition that undermines efforts to stop the spread of COVID-19 or discourages compliance with recommendations and guidelines in CDC guidance for stopping the spread of COVID-19;
6. In violation of the conflict-of-interest requirements imposed by the award terms and 2 CFR 200.318(c).
7. For any expenditure that would violate other applicable federal, state, and local laws and regulations.

The Town, and any of its contractors or subrecipients, may not expend any ARP/CSLFRF funds for these purposes.

III. PROCEDURES FOR PROJECT APPROVAL

The following are procedures for ARP/CSLFRF project approvals. All Town of Wake Forest employees and officials must comply with these requirements.

1. Requests for ARP/CSLFRF funding, must be made in writing and include all the following: (Use the Town of Wake Forest American Rescue Plan Act of 2021 Coronavirus State and Local Fiscal Recover Fund Project Request and Eligibility Determination Worksheet)
 - a. Brief description of the project
 - b. Identification of ARP/CSLFRF Expenditure Category (EC) (A list of ECs in in the Appendix to the [US Treasury Compliance and Reporting Guidance](#).)
 - c. Required justifications for applicable projects, according to the requirements in the Final Rule. Employees or any applicant seeking ARPA funding should review the [Final Rule](#) and [Final Rule Overview](#) prior to submitting a proposal.
 - d. Proposed budget, broken down by cost item, in accordance with the [Local Government Name]'s Allowable Cost Policy.
 - e. A project implementation plan and estimated implementation timeline (All ARP/CSLFRF funds must be fully obligated by December 31, 2024, and fully expended by December 31, 2026.)
2. Requests for funding must be submitted to the Chief Finance Officer or Assistant Finance Director for approval. All requests will be reviewed by the Assistant Finance Director and Grants Compliance Manager for ARP/CSLFRF compliance and by the

Assistant Finance Director or Grants Compliance Manager for allowable costs and other financial review.

3. No ARP/CSLFRF may be obligated or expended before final written approval by Chief Finance Officer, Assistant Finance Director, Grants Compliance Manager.
4. If a proposal does not meet the required criteria, it will be returned to the requesting party for revision and resubmittal.
5. Following approval, employees responsible for implementing the project must conform actual obligations and expenditures to the pre-approved project budget. Changes in project budgets must be approved by Chief Finance Officer and may require a budget amendment before proceeding. Any delay in the projected project completion date shall be communicated to the Strategic Performance Manager immediately.
6. The Grants Compliance Manager must collect and document required information for each EC, for purposes of completing the required Project and Expenditure reports.
7. The Grants Compliance Manager must maintain written project requests and approvals, all supporting documentation, and financial information at least until December 31, 2031.

TOWN OF WAKE FOREST

POLICY FOR PROPERTY MANAGEMENT REALTED TO THE EXPENDITURE OF AMERICAN RESCUE PLAN ACT CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS BY NORTH CAROLINA LOCAL GOVERNMENTS

WHEREAS the TOWN OF WAKE FOREST, has received an allocation of funds from the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP/CSLFRF); and

WHEREAS the funds may be used for projects within these categories, to the extent authorized by state law.

1. Support COVID-19 public health expenditures, by funding COVID-19 mitigation and prevention efforts, medical expenses, behavioral healthcare, preventing and responding to violence, and certain public health and safety staff;
2. Address negative economic impacts caused by the public health emergency, including economic harms to households, small businesses, non-profits, impacted industries, and the public sector;
3. Replace lost public sector revenue, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic;
4. Provide premium pay for essential workers, offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors; and,
5. Invest in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet; and

WHEREAS the ARP/CSLFRF are subject to the provisions of the federal Uniform Grant Guidance, 2 CFR Sect. 200 (UG), as provided in the [Assistance Listing](#); and

WHEREAS the [Compliance and Reporting Guidance for the State and Local Fiscal Recovery Funds](#) (v3.0 February 2022) provides, in relevant part:

Equipment and Real Property Management. Any purchase of equipment or real property with SLFRF funds must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment or real property acquired using SLFRF funds shall vest in the non-Federal entity. Any acquisition and maintenance of equipment or real property must also be in compliance with relevant laws and regulations.

WHEREAS Subpart D of the UG dictates title, use, management, and disposal of real property, equipment, and supplies acquired in whole or in part with ARP/CSLFRF funds;

BE IT RESOLVED that the governing board of THE TOWN OF WAKE FOREST hereby adopts and enacts the following UG Property Management Policy for the expenditure of ARP/CSLFRF funds.

Property Standards for Real Property, Equipment, and Supplies Acquired with American Rescue Plan Act of 2021 Coronavirus State and Local Fiscal Recovery Funds

I. POLICY OVERVIEW

[Title 2 U.S. Code of Federal Regulations Part 200](#), Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, commonly called Uniform Guidance (UG), specifically Subpart D, details post award requirements related to property management of property acquired or updated, in whole or in part, with funds from the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP/CSLFRF).

2 CFR 200.311 through 2 CFR 200.316 detail property standards related to the expenditure of ARP/CLSFRF funds. The TOWN OF WAKE FOREST, hereinafter Town shall adhere to all applicable property standards, as detailed below.

II. DEFINITIONS

The definitions in 2 CFR 200.1 apply to this policy, including the following:

Computing devices: machines used to acquire, store, analyze, process, and publish data and other information electronically, including accessories (or “peripherals”) for printing, transmitting and receiving, or storing electronic information. See also the definitions of supplies and information technology systems in this section.

Equipment: tangible [personal property](#) (including information technology systems) having a useful life of more than one year and a per-unit [acquisition cost](#) which equals or exceeds the lesser of the capitalization level established by the Town for financial statement purposes, or \$5,000.

Information technology systems: computing devices, ancillary equipment, software, firmware, and similar procedures, services (including support services), and related resources. See also the definitions of computing devices and equipment in this section.

Intangible property: property having no physical existence, such as trademarks, copyrights, patents and patent applications and property, such as loans, notes and other

debt instruments, lease agreements, stock and other instruments of property ownership (whether the property is tangible or intangible).

Personal property: property other than [real property](#). It may be tangible, having physical existence, or intangible.

Property: [real property](#) or [personal property](#).

Real property: land, including land improvements, structures and appurtenances thereto, but excludes moveable machinery and equipment.

Supplies: all tangible [personal property](#) other than those described in the definition of equipment in this section. A computing device is a supply if the [acquisition cost](#) is less than the lesser of the capitalization level established by the local government for financial statement purposes or \$5,000, regardless of the length of its useful life. See also the definitions of computing devices and equipment in this section.

III. REAL PROPERTY

Title to Real Property: Title to real property acquired or improved with ARP/CSLFRF funds vests with the Town. 2 CFR 200.311(a).

Use of Real Property: Real property acquired or improved with ARP/CSLFRF funds must be used for the originally authorized purpose as long as needed for that purpose, during which time the Town must not dispose of or encumber its title or other interests. 2 CFR 200.311(b).

Insurance of Real Property: The Town must provide the equivalent insurance coverage for real property acquired or improved with ARP/CSLFRF funds as provided to property owned by the Town of Wake Forest. 2 CFR 200.310.

Disposition of Real Property: When the Town no longer needs real property purchased with ARP/CSLFRF for ARP/CSLFRF purposes, the Town must obtain disposition instructions from US Treasury. The instructions must provide for one of the following alternatives:

1. The Town retains title after compensating US Treasury. The amount paid to US Treasury will be computed by applying US Treasury's percentage of participation in the cost of the original purchase (and costs of any improvements) to the fair market value of the property. However, in those situations where the Town of Wake Forest is disposing of real property acquired or improved with ARP/CSLFRF funds and acquiring replacement real property under the ARP/CSLFRF, the net proceeds from the disposition may be used as an offset to the cost of the replacement property.
2. The Town sells the property and compensates US Treasury. The amount due to US Treasury will be calculated by applying US Treasury's percentage of participation in the cost of the original purchase (and cost of any improvements) to the proceeds of the sale

after deduction of any actual and reasonable selling and fixing-up expenses. If the ARP/CSLFRF award has not been closed out, the net proceeds from sale may be offset against the original cost of the property. When the Town is directed to sell property, sales procedures must be followed that provide for competition to the extent practicable and result in the highest possible return.

3. The Town transfers title to US Treasury or to a third party designated/approved by US Treasury. The Town is entitled to be paid an amount calculated by applying the Town's percentage of participation in the purchase of the real property (and cost of any improvements) to the current fair market value of the property. 2 CFR 200.311(c).

IV. EQUIPMENT

Title to Equipment: Title to equipment acquired or improved with ARP/CSLFRF funds vests with the Town. 2 CFR 200.313(a).

Use of Equipment: The Town must use equipment acquired with ARP/CSLFRF funds for the project for which it was acquired as long as needed, whether or not the project continues to be supported by the ARP/CSLFRF award, and the Town must not encumber the property without prior approval of US Treasury. 2 CFR 200.313(a)(1)-(2).

When no longer needed for the original project, the equipment may be used in other activities supported by a Federal awarding agency, in the following order of priority:

1. Activities under a Federal award from the Federal awarding agency which funded the original project, then
2. Activities under Federal awards from other Federal awarding agencies. This includes consolidated equipment for information technology systems. 2 CFR 200.313(c)(1).

During the time that equipment is used on the project for which it was acquired, the Town must also make equipment available for use on other projects or programs currently or previously supported by the Federal Government, provided that such use will not interfere with the work on the project for which it was originally acquired. First preference for other use must be given to other programs or projects supported by US Treasury and second preference must be given to programs or projects under Federal awards from other Federal awarding agencies. Use for non-federally-funded programs or projects is also permissible. User fees should be considered if appropriate. 2 CFR 200.313(c)(2).

Noncompetition: The Town must not use equipment acquired with the ARP/CSLFRF funds to provide services for a fee that is less than private companies charge for equivalent services unless specifically authorized by Federal statute for as long as the Federal Government retains an interest in the equipment. 2 CFR 200.313(c)(3).

Replacement Equipment: When acquiring replacement equipment, the Town may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property. 2 CFR 200.313(c)(4).

Management of Equipment: The Town will manage equipment (including replacement equipment) acquired in whole or in part with ARP/CSLFRF funds according to the following requirements.

1. The Town will maintain sufficient records that include
 - a) a description of the property,
 - b) a serial number or other identification number,
 - c) the source of funding for the property (including the Federal Award Identification Number (FAIN)),
 - d) who holds title,
 - e) the acquisition date,
 - f) cost of the property,
 - g) percentage of Federal participation in the project costs for the Federal award under which the property was acquired,
 - h) the location, use and condition of the property, and
 - i) any ultimate disposition data including the date of disposal and sale price of the property.
2. The Town will conduct a physical inventory of the property and reconcile results with its property records at least once every two years.
3. The Town will develop a control system to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft will be investigated by the Town.
4. The Town will develop and implement adequate maintenance procedures to keep the property in good condition.
5. If the Town is authorized or required to sell the property, it will establish proper sales procedures to ensure the highest possible return, in accordance with state and federal law.

Insurance of Equipment: The Town must provide the equivalent insurance coverage for equipment acquired or improved with ARP/CSLFRF funds as provided to property owned by the Town. 2 CFR 200.310.

Disposition of Equipment: When the equipment is no longer needed for its original ARP/CSLFRF purpose, the Town may either make the equipment available for use in other activities funded by a Federal agency, with priority given to activities funded by US Treasury, dispose of the equipment according to instructions from US Treasury, or follow the procedures below. 2 CFR 200.313(e).

1. Equipment with a per-item fair market value of less than \$5,000 may be retained, sold or transferred by the Town, in accordance with state law, with no additional responsibility to US Treasury;
2. If no disposal instructions are received from US Treasury, equipment with a per-item fair market value of greater than \$5,000 may be retained or sold by the Town. The Town must establish proper sales procedures, in accordance with state law, to ensure the highest possible return. The Town must reimburse US Treasury for its federal share. Specifically, US Treasury is entitled to an amount calculated by multiplying the current market value or proceeds from sale by the ARP/CSLFRF funding percentage of participation in the cost of the original purchase. If the equipment is sold, US Treasury may permit the Town to deduct and retain from the Federal share \$500 or ten percent of the proceeds, whichever is less, for its selling and handling expenses.
3. Equipment may be transferred to US Treasury or to a third-party designated by US Treasury in return for compensation to the Town for its attributable compensation for its attributable percentage of the current fair market value of the property.

V. SUPPLIES

Title to Supplies. Title to supplies acquired with ARP/CSLFRF funds vests with the Town upon acquisition. 2 CFR 200.314(a).

Use and Disposition of Supplies: If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the ARP/CSLFRF project and the supplies are not needed for any other Federal award, the Town must retain the supplies for use on other activities or sell them, but must, in either case, compensate the Federal Government for its share. The amount of compensation must be computed in the same manner as for equipment. 2 CFR 200.314(a).

Noncompetition. As long as the Federal Government retains an interest in the supplies, the Town must not use supplies acquired under the ARP/CSLFRF to provide services to other organizations for a fee that is less than private companies charge for equivalent services, unless specifically authorized by Federal statute. 2 CFR 200.314(b).

VI. PROPERTY TRUST RELATIONSHIP

Real property, equipment, and intangible property, that are acquired or improved with ARP/CSLFRF funds must be held in trust by the Town as trustee for the beneficiaries of the project or program under which the property was acquired or improved. US Treasury may require the Town to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with a Federal award and that use and disposition conditions apply to the property. 2 CFR 200.316.

VII. IMPLEMENTATION OF POLICY

Grants Compliance Manager shall adopt procedures to track all real property, equipment, and supplies (collectively, property) acquired or improved in whole or in part with ARP/CLSFRF funds. At a minimum, those procedures must address the following:

- Ensure proper insurance of property
- Document proper use of property
- Working with the Assistant Finance Director, record and maintain required data records for equipment
- Conduct periodic inventories of equipment, at least every two years
- Create processes for replacement and disposition of property
- Establish other internal controls to safeguard and properly maintain property

TOWN OF WAKE FOREST

POLICY FOR SUBAWARD & MONITORING FOR EXPENDITURE OF AMERICAN RESCUE PLAN ACT CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS BY NORTH CAROLINA LOCAL GOVERNMENTS

WHEREAS the TOWN OF WAKE FOREST (“Town”), has received an allocation of funds from the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP/CSLFRF); and

WHEREAS the funds may be used for projects within these categories, to the extent authorized by state law.

1. Support public health expenditures, by funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff;
2. Address negative economic impacts caused by the public health emergency, including economic harms to workers, households, small businesses, impacted industries, and the public sector;
3. Replace lost public sector revenue, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic;
4. Provide premium pay for essential workers, offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors; and,
5. Invest in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet; and

WHEREAS the ARP/CSLFRF are subject to the provisions of the federal Uniform Grant Guidance, 2 CFR Part 200 (UG), as provided in the [Assistance Listing \(21.027\)](#); and

WHEREAS the ARP/CSLFRF authorizes the Town to enter subaward agreements with subrecipients to assist the Town to carry out the terms of the ARP/CSLFRF; and

WHEREAS if the Town enters into a subaward as a subrecipient, it acts as a pass-through entity, as described in 2 CFR 200.1; and

WHEREAS the [Compliance and Reporting Guidance for the State and Local Fiscal Recovery Funds](#) (v.3.0 February 2022) provides, in relevant part:

Subrecipient Monitoring. SLFRF recipients that are pass-through entities as described under 2 CFR 200.1 are required to manage and monitor their subrecipients to ensure compliance with requirements of the SLFRF award pursuant to 2 CFR 200.332 regarding requirements for pass-through entities.

First, your organization must clearly identify to the subrecipient: (1) that the award is a subaward of SLFRF funds; (2) any and all compliance requirements for use of SLFRF funds; and (3) any and all reporting requirements for expenditures of SLFRF funds.

Next, your organization will need to evaluate each subrecipient's risk of noncompliance based on a set of common factors. These risk assessments may include factors such as prior experience in managing Federal funds, previous audits, personnel, and policies or procedures for award execution and oversight. Ongoing monitoring of any given subrecipient should reflect its assessed risk and include monitoring, identification of deficiencies, and follow-up to ensure appropriate remediation.

Accordingly, your organization should develop written policies and procedures for subrecipient monitoring and risk assessment and maintain records of all award agreements identifying or otherwise documenting subrecipients' compliance obligations.

Recipients should note that non-entitlement units of local government (NEUs) are not subrecipients under the SLFRF program. They are SLFRF recipients that will report directly to Treasury.

Recipients should also note that subrecipients do not include individuals and organizations that received SLFRF funds as end users to respond to the negative economic impacts of COVID-19 on these organizations. Such individuals and organizations are beneficiaries and not subject to audit pursuant to the Single Audit Act and 2 C.F.R. Part 200, Subpart F.

Separately or in addition, many recipients may choose to provide a subaward (e.g., via contract or grant) to other entities to provide services to other end—users. For example, a recipient may provide a grant to a nonprofit to provide homeless services to individuals experiencing homelessness. In this case, the subaward to a nonprofit is based on the services that the Recipient intends to provide, assistance to households experiencing homelessness, and the nonprofit is serving as the subrecipient, providing services on behalf of the recipient. Subrecipients are subject to audit pursuant to the Single Audit Act and 2 CFR part 200, subpart F regarding audit requirements; and

WHEREAS Subpart D of the UG dictates subrecipient and award requirements for expenditure of [ARP/CSLFRF] funds; and

WHEREAS 2 CFR 200.332 states that:

All pass-through entities must:

- (a) Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the [required] information at the time of the subaward . . . When some of [the required information] is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward.
- (b) Evaluate each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring.
- (c) Consider imposing specific subaward conditions upon a subrecipient if appropriate as described by 2 CFR 200.208.
- (d) Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved.

- (e) Depending upon the pass-through entity's assessment of risk posed by the subrecipient, [specific] monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals.
- (f) Verify that every subrecipient is audited as required by [2 CFR 200, Subpart F] when it is expected that the subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in 2 CFR 200.501.
- (g) Consider whether the results of the subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity's own records.
- (h) Consider taking enforcement action against noncompliant subrecipients as described in 2 CFR 200.339 and in program regulations.

BE IT RESOLVED that the governing board of the Town of Wake Forest hereby adopts and enacts the following Subaward and Monitoring Policy for the expenditure of ARP/CSLFRF funds.

SUBAWARD AND MONITORING POLICY FOR EXPENDITURE OF AMERICAN RESCUE PLAN ACT OF 2021 CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

I. POLICY OVERVIEW

[Title 2 U.S. Code of Federal Regulations Part 200](#), (2 CFR 200) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, commonly called Uniform Guidance (UG), specifically Subpart D, defines requirements of pass-through entities initiating subaward agreements with Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP/CSLFRF). TOWN OF WAKE FOREST (hereinafter “Town”) shall adhere to all applicable subaward and monitoring requirements governing the use of ARP/CSLFRF. This policy establishes procedures for classifying, making an award to, and monitoring a sub-recipient consistent with ARP/CSLFRF grant award terms and all applicable federal regulations in the UG.

Responsibility for following these guidelines lies with the Chief Finance Officer, the Assistant Finance Director, the Strategic Performance Manager, and the Grants Compliance Manager, who are charged with the administration and financial oversight of the ARP/CSLFRF.

II. DEFINITIONS

The definitions in 2 CFR 200.1 apply to this policy, including the following:

Contract: for the purpose of Federal financial assistance, a legal instrument by which a recipient or subrecipient purchases property or services needed to carry out the project or program under a Federal award. For additional information on subrecipient and contractor determinations, see [§ 200.331](#). See also the definition of *subaward* in this section.

Contractor: an entity that receives a contract as defined in this section.

Pass-through Entity: a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient: an entity, usually but not limited to non-Federal entities that receives a Federal award directly from a Federal awarding agency. The term recipient does not include subrecipients or individuals that are beneficiaries of the award.

Subaward: an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient: an entity, usually but not limited to non-Federal entities, that receives a subaward from a pass-through entity to carry out part of a Federal award; but does not include an individual that is a beneficiary of such award. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

III. SUBRECIPIENT CLASSIFICATION

The Town must make a case-by-case determination whether an agreement with another government entity or private entity, that is not a beneficiary, casts the party receiving the funds in the role of a subrecipient or contractor. 2 CFR 200.331.

A subaward is for the purpose of carrying out a portion of a Federal award and creates a Federal assistance relationship with the subrecipient. Characteristics which support the classification of the non-Federal entity as a subrecipient include when the non-Federal entity:

- (1) Determines who is eligible to receive what Federal assistance;
- (2) Has its performance measured in relation to whether objectives of a Federal program were met;
- (3) Has responsibility for programmatic decision-making;
- (4) Is responsible for adherence to applicable Federal program requirements specified in the Federal award; and
- (5) In accordance with its agreement, uses the Federal funds to carry out a program for a public purpose specified in authorizing statute, as opposed to providing goods or services for the benefit of the pass-through entity.

A contract is for the purpose of obtaining goods and services for the non-Federal entity's own use and creates a procurement relationship with the contractor. Characteristics indicative of a procurement relationship between the non-Federal entity and a contractor are when the contractor:

- (1) Provides the goods and services within normal business operations;
- (2) Provides similar goods or services to many different purchasers;
- (3) Normally operates in a competitive environment;
- (4) Provides goods or services that are ancillary to the operation of the Federal program; and
- (5) Is not subject to compliance requirements of the Federal program as a result of the agreement, though similar requirements may apply for other reasons.

In determining whether an agreement between a pass-through entity and another non-Federal entity casts the latter as a subrecipient or a contractor, the substance of the relationship is more important than the form of the agreement. All of the characteristics listed above may not be present in all cases, and the pass-through entity must use judgment in classifying each agreement as a subaward or a procurement contract.

The Town will use the above criteria to determine if an agreement involving the expenditure of ARP/CSLFRF is a contract or subaward. The Grants Compliance Manager and/or the Strategic Performance Manager will document the determination in the Subrecipient or Contractor Classification Checklist in Appendix 1. ([Appendix 1: Subrecipient or Contractor Classification Checklist.](#))

If the agreement involves a contractor relationship (including a contract for services), the Town must follow its UG Procurement Policy when entering into a contract.

If the agreement involves a subrecipient relationship, the Town must proceed to Sections IV. through VII. below.

IV. ASSESSMENT OF RISK

Before engaging in a subaward, the Town must evaluate a subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward to determine whether to award the subaward and the appropriate subrecipient monitoring.

The Grants Compliance Manager and/or the Strategic Performance Manager will conduct the risk assessment, which will include consideration of the following factors:

- (1) The subrecipient's prior experience with the same or similar subawards;
- (2) The results of previous audits including whether or not the subrecipient receives a Single Audit in accordance with 2 CFR 200 Subpart F and the extent to which the same or similar subaward has been audited as a major program;
- (3) Whether the subrecipient has new personnel or new or substantially changed systems; and
- (4) The extent and results of Federal awarding agency monitoring (e.g., if the subrecipient also receives Federal awards directly from a Federal awarding agency). 2 CFR 200.332(b).

The results of the risk assessment must be documented in the Subrecipient Assessment of Risk form in Appendix 2 and will be used to dictate the types and degree of subrecipient monitoring. ([Appendix 2: Subrecipient Assessment of Risk](#)) The Town will assign an overall risk level to the subrecipient indicating the following:

Low Risk	Moderate Risk	High Risk
There is a low risk that the subrecipient will fail to meet project or programmatic objectives or incur significant deficiencies in financial, regulatory, reporting, or other compliance requirements.	There is moderate risk that the subrecipient will fail to meet project or programmatic objectives or incur significant deficiencies in financial, regulatory, reporting, or other compliance requirements.	There is high risk that the subrecipient will fail to meet project or programmatic objectives or incur significant deficiencies in financial, regulatory, reporting, or other compliance requirements.

If a proposed subrecipient is deemed high risk, the Chief Finance Officer must provide written justification to proceed with the subaward. The justification must be approved by the Town Attorney.

V. SUBRECIPIENT MONITORING

The Town will develop and implement a subrecipient monitoring plan for the particular subaward based on the findings of the Subrecipient Assessment of Risk. According to 2 CFR 200.332(d), the monitoring plan must involve:

- (1) Reviewing financial and performance reports required by the pass-through entity.
- (2) Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and written confirmation from the subrecipient, highlighting the status of actions planned or taken to address Single Audit findings related to the particular subaward.
- (3) Issuing a management decision for applicable audit findings pertaining only to the Federal award provided to the subrecipient from the pass-through entity as required by 2 CFR [200.521](#).

(4) The pass-through entity is responsible for resolving audit findings specifically related to the subaward and not responsible for resolving crosscutting findings. If a subrecipient has a current Single Audit report posted in the Federal Audit Clearinghouse and has not otherwise been excluded from receipt of Federal funding (e.g., has been debarred or suspended), the pass-through entity may rely on the subrecipient's cognizant audit agency or cognizant oversight agency to perform audit follow-up and make management decisions related to cross-cutting findings in accordance with section 2 CFR [200.513\(a\)\(3\)\(vii\)](#). Such reliance does not eliminate the responsibility of the pass-through entity to issue subawards that conform to agency and award-specific requirements, to manage risk through ongoing subaward monitoring, and to monitor the status of the findings that are specifically related to the subaward.

The Town monitoring plan will vary based on the overall subrecipient risk assessment as low risk, medium risk, or high risk, detailed as follows:

Subrecipient Deemed Low Risk	Subrecipient Deemed Medium Risk	Subrecipient Deemed High Risk
• Payment validations (monthly) • Report reviews (quarterly) • Desk reviews (at least once per year and more frequently if requested by the Town or subrecipient) • Onsite reviews (upon request of the Town or subrecipient) • Audit review (yearly)	• More detailed financial reporting • Payment validations (monthly) • Report reviews (bi-monthly) • Desk reviews (within 6 months of project start and every six months thereafter) • Onsite reviews (within 12 months of project start and annually thereafter, or more frequently as requested by the Town or subrecipient) • Audit review (yearly) • Procedures engagement (if subrecipient not subject to Single Audit Act; yearly)	• More detailed financial reporting • Compliance training (one-time) • Prior approvals for certain expenditures • Payment validations (monthly) • Report reviews (monthly) • Desk reviews (within 3 months of project start and at least quarterly thereafter) • Onsite reviews (within 6 months of project start and bi-annually thereafter, or more frequently as requested by the Town or subrecipient) • Audit review (yearly) • Procedures engagement (if subrecipient not subject to Single Audit Act; yearly)

Payment validation: All subrecipient documentation for project expenditures must be reviewed by the Town for compliance with subaward requirements. Any non-compliant expenditures will be denied and the subrecipient will be provided a reasonable description of the reason for denial and an opportunity to cure the deficiency. For a subrecipient on a reimbursement-based payment structure, the validation will occur before a reimbursement payment is approved. For a subrecipient that received an up-front payment, any funds found to have been expended in violation of the subaward requirements must be repaid to the Town.

Report review: A subrecipient must submit quarterly financial and performance reports, based on the schedule set forth in the subaward. The nature and scope of the reports will depend on the project and be spelled out in the subaward. The reports will be reviewed by Chief Finance Officer. Any deficiencies or other performance concerns will be addressed with the subrecipient in a timely manner and could trigger additional monitoring requirements or other interventions, as specified in the subaward.

Desk review: The Town will conduct a meeting to review the subrecipient's award administration capacity and financial management. The meeting may be held virtually or in person. Topics covered will depend on project scope and subrecipient risk assessment and may include governance, budgeting, accounting, internal controls, conflict of interest, personnel, procurement, inventory, and record keeping. The Town will produce a report which summarizes the results and any corrective actions if deemed necessary. The report will be shared in a timely manner with the subrecipient.

Onsite review: The Town will conduct an on-site meeting at the subrecipient's location to review the subrecipient's project performance and compliance. Topics covered will depend on project scope and subrecipient risk assessment and may include project procurement, data systems, activity and performance tracking, project reporting, inventory, and software systems. The Town will produce a report which summarizes the results and any corrective actions deemed necessary. The report will be shared in a timely manner with the subrecipient.

Audit review: The Town must verify that every subrecipient is audited as required by [2 CFR 200 Subpart F](#) (Single Audit) when it is expected that the subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in 2 CFR [200.501](#). The Town must obtain a copy of the subrecipient's Single Audit from the Federal Audit Clearinghouse (FAC). Within six months of the acceptance of the audit report by the FAC, the Town will issue a management decision for any audit findings related to the subaward. The decision will clearly state whether or not the audit finding is sustained, the reasons for the decision, and the expected auditee action to repay disallowed costs, make financial adjustments, or take other action. (The decision will include reference numbers the auditor assigned to each finding.) The decision will provide a timetable for responsive actions by the subrecipient. Prior to issuing the management decision, the Town may request additional information or documentation from the auditee, including a request for auditor assurance related to the documentation, as a way of mitigating disallowed costs.

Procedures engagement: Applicable only to subrecipients who are not subject to the Single Audit Act. An auditor will perform specific procedures and report on findings. The scope must be limited to the following compliance requirements: activities allowed or unallowed; allowable costs/cost principles; eligibility; and reporting. The review will be arranged and paid for by the Town. The Town will verify completion of the procedures engagement. Within six months of the acceptance of the procedures engagement report, the Town will issue a management decision for any findings related to the subaward. The decision will provide a timetable for responsive actions by the subrecipient. Prior to issuing the management decision, the Town may request additional information or documentation from the subrecipient, including a request for auditor assurance related to the documentation, as a way of mitigating disallowed costs.

The specific monitoring plan for each subrecipient, including the type and frequency of reviews, will be detailed in the subaward agreement. For all requirements beyond those listed under the Low Risk category above, the Town will notify the subrecipient of the following in the subaward:

- (1) The nature of the additional requirements;
- (2) The reason why the additional requirements are being imposed;
- (3) The nature of the action needed to remove the additional requirement, if applicable;
- (4) The time allowed for completing the actions if applicable; and
- (5) The method for requesting reconsideration of the additional requirements imposed.

To implement the monitoring plan, The Grants Compliance Manager and/or the Strategic Performance Manager must perform periodic reviews and document findings in the Subrecipient Monitoring Form ([Appendix 3: Subrecipient Monitoring Form](#)).

VI. SUBRECIPIENT INTERVENTIONS

The Town may adjust specific subaward conditions as needed, in accordance with 2 CFR 200.208 and 2 CFR 200.339. If the Town determines that the subrecipient is not in compliance with the subaward, the Town may institute an intervention. The degree of the subrecipient's performance or compliance deficiency will determine the degree of intervention. All possible interventions must be indicated in the subaward agreement.

The Town must provide written notice to the subrecipient of any intervention within thirty days of the completion of a report review, desk review, onsite review, audit review, or procedures engagement review or as soon as possible after the Town otherwise learns of a subaward compliance or performance deficiency.

Pursuant to 2 CFR 200.208, the written notice must notify the subrecipient of the following related to the intervention:

- (1) The nature of the additional requirements;
- (2) The reason why the additional requirements are being imposed;
- (3) The nature of the action needed to remove the additional requirement, if applicable;
- (4) The time allowed for completing the actions if applicable; and
- (5) The method for requesting reconsideration of the additional requirements imposed.

The following interventions may be imposed on a subrecipient, based on the level of the compliance or performance deficiency:

Level 1 Interventions. These interventions may be required for minor compliance or performance issues.

- (1) Subrecipient addresses specific internal control, documentation, financial management, compliance, or performance issues within a specified time period
- (2) More frequent or more thorough reporting by the subrecipient
- (3) More frequent monitoring by the the Town
- (4) Required subrecipient technical assistance or training

Level 2 Interventions. These interventions may be required, in addition to Level 1 interventions, for more serious compliance or performance issues.

- (1) Restrictions on funding payment requests by subrecipient
- (2) Disallowing payments to subrecipient

- (3) Requiring repayment for disallowed cost items
- (4) Imposing probationary status on subrecipient

Level 3 Interventions. These interventions may be required, in addition to Level 1 and 2 interventions, for significant and/or persistent compliance or performance issues.

- (1) Temporary or indefinite funding suspension to subrecipient
- (2) Nonrenewal of funding to subrecipient in subsequent year
- (3) Terminate funding to subrecipient in the current year
- (4) Initiate legal action against subrecipient

VII. SUBAWARD AGREEMENT & EXECUTION

The subaward agreement will be drafted by the Grants Compliance Manager, the Strategic Performance Manager, or the Town Attorney. Contract terms and conditions may vary based on several factors, including subrecipient risk assessment findings, as documented in the Subrecipient Assessment of Risk. After review by the Town Attorney, the Town Manager may fully execute the subaward agreement, subject to any required budget amendments by the Town's governing board, preaudit requirements, and other contract execution prerequisites set by the Town.

APPENDIX 1: Subrecipient or Contractor Classification Checklist

If the TOWN OF WAKE FOREST wishes to contract with another government entity or a private entity and use ARP/CSLFRF funds to pay for that contract, the Town must determine if the relationship with the outside entity is a contractor or subrecipient. To make this determination the Town must review the project proposal, budget classification, and other related proposal documents, as well as engage in discussions with key personnel about the nature of the proposed agreement. The determination of whether a proposed agreement involves a contractor or subrecipient relationship must be recorded on this form and maintained in the project file for the duration of the records retention period for ARP/CSLFRF records.

Instructions: Complete Sections one through three. The section with the greatest number of marked characteristics indicates the likely type of relationship. The substance of the relationship should be given greater consideration than the form of agreement between the Town and outside entity. In borderline cases, the Town may either provide a written justification for its determination in Section three or, if appropriate, restructure the agreement to more clearly define it as either a contractor or subrecipient relationship.

Name of Outside Entity: _____

Section 1 -- Brief Description of Nature of Proposed Agreement:

Section 1 -- Subrecipient. A subaward is for the purpose of carrying out a portion of a Federal award and creates a Federal assistance relationship between the recipient and the subrecipient. Subrecipients may have one or more of the following characteristics:

- ☐ May determine who may be eligible to receive Federal assistance under the program guidelines. *For example: A subrecipient that identifies mentors and mentees under a mentoring program.*
- ☐ Has its performance measured in relation to whether objectives of a Federal program were met? *The recipient will rely upon the subrecipient's data to submit its own performance data to Treasury.*
- ☐ Has responsibility for programmatic decision making. *For example: If the recipient funds a subrecipient to develop (or improve) a particular program and the subrecipient will use its own judgment, discretion, and expertise to develop all or part of the program.*
- ☐ In accordance with its subaward agreement (which may be in the legal form of a contract), the subrecipient uses the Federal funds to carry out a program for a public purpose specified in authorizing statutes, as opposed to providing goods or services for the benefit of the recipient. *For example: To provide crime- or criminal-justice-related services (and, in the case of crime victims, compensation) to individual members of the public, such as victims of crime, or at-risk youth.*
- ☐ The subrecipient will not earn a profit under the agreement.
- ☐ The subrecipient is required to contribute cash or in-kind match in support of the subaward.

Section 2 -- Contractor. A contract is for the purpose of obtaining goods and services for the recipient's own use and creates a procurement relationship between the recipient and the contractor. *Entities that include these characteristics are not subject to compliance requirements of the Federal program because of the agreement, though*

similar requirements may apply for other reasons. A contractor relationship may have one or more of the following characteristics:

- ☐ Provides goods and services within normal business operations.
- ☐ Provides similar goods or services to many different purchasers.
- ☐ Normally operates in a competitive environment.
- ☐ Provides goods or services that are ancillary to the operation of the Federal program.
Examples include but are not limited to: Office equipment, supplies, software licenses, reference books, chemical reagents, cell phones, body-worn cameras, body armor, internet services, cell phone service, website hosting, copying/printing, lodging.
- ☐ The entity may earn a profit under the contract.

FINAL DETERMINATION:

- ☐ Subrecipient
- ☐ Contractor

Section 3 – Justification. In determining whether an agreement between a recipient and another non-Federal entity reflects a subrecipient or a contractor relationship, the substance of the relationship is more important than the form of the agreement. Considering the characteristics checked above, provide a written justification for the final determination of either a subrecipient or contractor relationship.

Explanation of Justification Determination:

Signature: _____ Date: _____

Print Name and Title: _____

APPENDIX 2: Subrecipient Risk Assessment

Subrecipient Information:

Subrecipient Name	
Subrecipient Unique Entity Identifier:	
Brief Description of Subaward Project and Role of Subrecipient:	[INSERT A BRIEF DESCRIPTION OF SUBAWARD PROJECT AND ROLE OF SUBRECIPIENT]
Name and Title of Subrecipient Personnel Providing Information for this Risk Assessment	[INSERT NAME AND TITLE OF SUBRECIPIENT PERSONNEL PROVIDIN INFO. FOR THIS RISK ASSESSMENT]

Choose an item.	Is the entity prohibited from receiving Federal funds due to suspension or debarment per the Excluded Parties List located in the System for Award Management (SAM)? (https://sam.gov/content/home)
Choose an item.	Is the entity in good standing with the Town of Wake Forest? Discuss with appropriate staff.
Choose an item.	Has Data Collection Form on Federal Audit Clearinghouse (FAC) been reviewed? (https://facweb.census.gov/uploadpdf.aspx)
If yes,	List Findings:

Risk Category	Rating Label	Comments
General Assessments		
1. Is the proposed subrecipient entity's (hereinafter "entity") facility, equipment, supplies, and staffing adequate for the needs of the award?	Choose an item.	
2. Has the entity adopted and implemented all required Uniform Guidance policies and procedures?	Choose an item.	
3. Has the entity adopted and implemented records retention, conflict of interest, and nondiscrimination policies, consistent with the ARP/CSLFRF award terms?	Choose an item.	
4. Is the entity properly licensed or certified by a recognized source (i.e., the Internal Revenue Service non-profit determination letter, bonded and insured if performing construction-related activities, etc.)?	Choose an item.	
5. Does the entity have a Code of Ethics policy which is provided to all associated employees?	Choose an item.	
6. Has the entity's management demonstrated a commitment to compliance with the subaward terms and all applicable laws and regulations?	Choose an item.	
Financial Management, Systems, & Personnel		

7. Does the entity have a financial management system that provides records that can identify the sources and application of funds for subaward funded activities?	Choose an item.	
8. Does the entity's financial management system provide for the control and accountability of project funds, property, and other assets?	Choose an item.	
9. What is the current staffing level of the entity?	Choose an item.	
10. Has there been any change in the entity's key staffing positions in the last 2 years?	Choose an item.	
11. What is the entity's staff's experience in performing stated activities in the proposed subaward?	Choose an item.	
12. Does the entity have a formal, written personnel policy that addresses: (a) Pay rates & benefits (b) Time & attendance (c) Leave (d) Discrimination (e) Nepotism (f) Conflict of Interest?	Choose an item.	
13. Does the entity have sufficient internal controls related to the subaward funds?	Choose an item.	
14. Does the entity have sufficient cash flow to carry out the subaward terms?	Choose an item.	
Experience with Other Federal Grants		
15. Has the entity previously done work for the federal government?	Choose an item.	If low or moderate (yes), list the last three agencies and award periods.
(a) If low or moderate (yes), what is the entity's past performance on meeting federal program outcomes and managing federal funds in compliance with federal regulations?	Choose an item.	
16. Is the entity experienced in managing federal funds of the scope of this proposed subaward?	Choose an item.	
17. Identify any monitoring interventions the entity is currently subject to related to other federal grant awards.	Choose an item.	
18. Does the entity maintain an inventory of federal government property that, at a minimum, identifies purchase date, cost, vendor, description, serial number, location, and ultimate disposition data?	Choose an item.	
Audits		
19. Does the entity have a designated federal cognizant audit agency?	Choose an item.	If low (yes), provide name of audit agency.
20. Has the entity completed a Single Audit in the past five years?	Choose an item.	If low or moderate (yes), provide a copy of the most recent audit and do not complete the rest of the Audit Section.

(a) If high (no) to 20., does the entity have annual financial statements that have been reviewed of audited by an independent audit firm?	Choose an item.	If yes, please provide a copy of the statements for the most current fiscal year. If no, please explain.
Indirect Rate Information		
21. Does the entity have a negotiated federal indirect/F&A rate? <i>(Note: This question does not impacted weight of risk assessment)</i>	Choose an item.	If yes, what is the rate? If no, indicate that de minimis 10% indirect rate will apply
Overall Risk Assessment		
22. Based on the overall assessment, does the reviewer anticipate any implementation problems with the proposed subaward?	Choose an item.	
23. What percentage of the entity's overall annual budget will this subaward comprise?	Choose an item.	
24. Considering all factors above, assess overall level of risk	Choose an item.	

Document any additional findings, mitigating factors, and recommendations here.

Assessment Completed By: _____ Date of Assessment: _____

APPENDIX 3: Subrecipient Monitoring Form

This report reflects the Town of Wake Forest's substantive assessment of the subrecipient's project implementation and subaward compliance. The Town's project manager assigned to the subaward or finance officer must complete this report for each payment validation, report review, desk review, site review, and audit or procedures engagement review during the subaward term (and, as appropriate, after the expiration or termination of the subaward). Upon completion, and following review by Chief Finance Officer, the original will be filed in the subaward file. Any required subrecipient corrective actions will be detailed in writing and provided to the subrecipient within thirty days of the completion of this report.

I. Subaward Overview (complete this section for all reviews)

STAFF INFORMATION

Reviewed conducted by:		Date:
Type (programmatic, financial, or both)		Date:
Review confirmed by:		Date:

SUBRECIPIENT INFORMATION

Subrecipient Name:	
Subrecipient Program Personnel (who participated in the review):	
Subrecipient Contact Phone Number:	
Subrecipient Fiscal/Audit Personnel (who participated in the review):	
Subrecipient Fiscal Contact Phone Number:	

GRANT REVIEW INFORMATION

Grant	Project #	Award \$	POP Begin	POP End	Review Period	
					Beginning Date	Ending Date

TYPE OF MONITORING

	Type of Monitoring	Date Completed	Comments
☐	Payment Validation (Complete this column, but not the rest of the form.)		
☐	Report Review (Complete this column, but not the rest of the form.)		

☐	Audit or Procedures Engagement Review (Complete this column, but not the rest of the form.)		
☐	Desk Review (If desk review, complete the rest of the form.)		
☐	Onsite Review (If onsite review, complete the rest of the form.)		

II. Desk and Onsite Reviews (complete this section for desk and onsite reviews only)

PRE-MEETING NOTES

List any issues, concerns, or other specialty items for follow-up during review.

- 1.
- 2.

SUMMARY OF PROGRESS

Subrecipient must submit a written summary of the major workplan milestones during the review period at least one week prior to the review. The summary must address 1) number of clients served as compared with projections; 2) staffing; 3) activities undertaken; and 4) significant accomplishments. A copy of that summary will be appended to this written review report.

MONITORING OVERVIEW

PROGRAM IMPLEMENTATION

Indicate milestones met this quarter and identify milestones as scheduled to occur in the following quarter.

ACTIVITIES/PRODUCTS

Identify any reports or products that were submitted during the quarter, and identify those due the following quarter.

CORRECTIVE ACTIONS FROM PRIOR REVIEWS

Indicate actions taken in response to prior review issues.

ASSESSMENT OF QUALITY OF IMPLEMENTATION

Is the project being implemented on schedule? Are the activities impacting the goals and objectives as outlined in approved application?

ISSUES/PROBLEMS

Discuss significant new issues/problems with respect to projected milestones, audits, staffing, client flow, departures from approved goals, late reports, etc.

MONITORING SPECIFICS (Complete all fields that are applicable to the subaward.)

Activity Goals	☐ N/A	Yes	No	N/A
Scope of Service, Number of People to be Served, and any Special Terms stated within the Subaward Agreement.				
1. Has there been a change in the activity goals, scope of service, number of people to be served or other special terms as indicated in the Agreement between the Subrecipient and the Recipient?		☐	☐	☐
(a) If yes, was the Recipient informed of the change?		☐	☐	☐
2. Did the activity conform to any additional or special terms as reflected in the Subaward Agreement?		☐	☐	☐
3. Is the subrecipient providing the full scope of services as stated in the application and Subaward Agreement?		☐	☐	☐
4. Are the actual accomplishments at the time of this review the same as the planned accomplishments? Is the activity achieving the expected quantifiable levels of performance (number of persons served, achieving goals set for clients, etc.) reaching the intended client group?		☐	☐	☐
5. Is the overall activity performance schedule being met in a timely manner (i.e. goal for number of clients served, expenditure of funds in timely manner, reporting requirements)?		☐	☐	☐
6. Did the activity operate within the approved budget as detailed in the Subaward Agreement? (i.e., budgetary line items both accurate and realistic for activity expenses; source and use of match funds accurate)		☐	☐	☐
7. Did the activity funding source change?		☐	☐	☐
8. Was there a change in make-up or responsibility of staff for the activity?		☐	☐	☐
9. Were invoices for reimbursement payments submitted with support documentation?		☐	☐	☐
10. Were reports outlined in the Subaward Agreement submitted on time?		☐	☐	☐
General Comments				

General Compliance	Yes	No	N/A
Request a copy of all applicable policies and procedures required by the ARP/CSLFRF award terms and Uniform Guidance.			
11. Does the subrecipient have written policies and procedures to adequately administer the ARP/CSLFRF subaward?			
12. Does the subrecipient have a written conflict of interest policy for their employees?			
13. Are there sufficient internal controls in place to protect against waste, fraud and abuse of Federal funds (segregation of duties, etc.)?			
14. If program income will be generated by the subrecipient, have provisions been made to ensure that it is used in accordance with ARP/CSLFRF and Uniform Guidance requirements?			
What procedures does the subrecipient use to identify and account for federal property purchased with subaward funds?			
Does the subrecipient have adequate safeguards for preventing loss, damage, or theft of property held (inventory control, etc.)?			

Describe any technical assistance/training provided to subrecipient during the project period.
General Comments

Employee Reimbursement	☐ N/A	Yes	No	N/A
Request a copy of the employee reimbursement policy, and/or have the subrecipient describe the procedure for approving and documenting expenses that are reimbursed.				
15. Are detailed receipts (i.e., receipts that do not merely show a total, but the detail of what was purchased) provided for reimbursement?				
16. Are reimbursements reviewed and approved by a supervisor or project manager prior to being submitted to the Fiscal Officer/Accounting Staff for payment?				
17. Does the subrecipient have a Reimbursement Policy?				
Examine two or more reimbursements that were paid out of the grant being monitored.				
18. Were the detailed receipts provided to support the amounts requested?				
19. Were the expenses in compliance with grant requirements/guidelines and UG?				
20. If reimbursed for training or conference expenses, was a certificate of attendance or completion, or agenda and brochure provided to support request for reimbursement?				
General Comments				

Equipment	☐ N/A	Yes	No	N/A
What is the purchasing procedure for equipment purchased with grant funds? Attach copies of relevant policies and of any purchasing documentation during the review period.				
How is equipment inventoried, insured, and managed? Attach copies of relevant policies and current inventory information.				
What is the procedure for transferring equipment purchased with grant funds to another entity? Attach copies of relevant policies and documentation for any transfers during review period.				
Request an inventory list, physical locate selected items, and examine items to ensure compliance.				
1. Were all transactions conducted in a manner providing full and open competition, and quotations obtained from an adequate number of sources?				
2. Has all equipment indicated as purchased actually been purchased?				
3. Was equipment purchased in accordance with required procurement rules/policies?				
4. Were additions and deletions to the equipment budget made and approved prior to the purchase/procurement dates?				
5. Does a detailed expenditure list indicate any equipment purchased that is not accounted for in the subaward budget?				
6. Is equipment purchased with subaward funds in prior years still in inventory and still being used for subaward purposes?				
7. Has the inventory been updated, and did it account for all items transferred to other entities?				
8. For equipment that was transferred, aside from normal office equipment, was the transferee properly trained on the equipment, and is there a record of that training?				

9. For equipment transferred to other entities; have they added it to their inventory records and is it maintained/used for intended purposes?			
General Comments			

Financial Management	☐ N/A	Yes	No	N/A
What is the Accounting System for each grant program?				
1. Is there a separate accounting for all financial transactions for the subaward?				
2. Is a process in place to prevent co-mingling of funds?				
3. Does the accounting system prevent obligation or expenditure of funds outside the subaward's period of availability?				
4. Are accounting records supported by source documentation?				
5. Were any illegal transfers or unusual activities noted during a review of the subrecipient's fund activity reports?				
6. Does the system provide for prompt and timely recording and reporting of all financial transactions?				
7. Is proper Fiscal record retention being followed (through Dec. 31, 2031)?				
What is the process for approval and payment of expenditures and posting to the General Ledger?				
8. Are subaward costs identified as eligible prior to encumbering funds and placing an order?				
9. Were the applicable State/Federal suspension and debarment listings consulted prior to doing business with a vendor and/or contractor?				
10. Are all invoices reviewed by the project director for eligibility and marked 'okay to pay' prior to being submitted to the fiscal office or accounting staff for payment?				
11. Are disbursements fully support by invoices, requisitions, purchase orders, or similar documents?				
12. Are cancelled checks or warrants available for review?				
13. Were all subaward funds that were received disabused within the allowable timeframe?				
What is the reconciliation process, and how are errors or adjustments handled?				
14. Does the subrecipient perform routine reconciliations of its records against the General Ledger? By whom and how often?				
15. Does the subrecipient have sufficient internal controls related to reconciliations?				
16. Were actions taken to promptly correct any errors and/or resolve issues?				
General Comments				

Other Direct Costs	☐ N/A	Yes	No	N/A
How are rent, utilities, and other items allocated for the program?				
1. Are rent payments documented by a copy of the lease agreement, and canceled checks or receipts?				
2. Are receipts, bills, and invoices properly maintained?				
3. Is the actual rate and method being charged to the grant consistent with the rate and method approved in the budget?				
4. Are costs shared with other programs or funding sources? If yes, how are costs allocated?				

General Comments

Personnel/Direct Labor	☐ N/A	Yes	No	N/A
Describe the payroll process and who is paid by the subaward.				
1. Are personnel files maintained for each employee that include current job descriptions, performance and evaluations, and changes in pay rates?				
2. Are time sheets, activity reports, or payroll files available for review? These documents should clearly show the effort toward the subaward charged.				
3. Are individual employee time sheets and attendance records:				
• Prepared and signed by each employee for each pay period?				
• Reviewed and signed by each employee's supervisor?				
• Reconciled to the payroll master ledger?				
4. Are all authorized staff positions filled for the approved budget?				
5. Are staff salaries consistent with the approved budget?				
6. Are fringe benefits the same as what is listed in the approved budget?				
General Comments				

Reporting Requirements	☐ N/A	Yes	No	N/A
Subrecipients are required to report on progress toward implementing plans described in their application/proposal.				
1. Progress reports must be submitted based on approved work plan. Have all of the reports been submitted for this reporting period?				
2. Are there any outstanding data elements that must be tracked and reported by the subrecipient? If so, detail the plan for the subrecipient to comply with this requirement.				
Comments				

Supplies & Materials	☐ N/A	Yes	No	N/A
Explain the process of allocating supply costs to the subaward.				
1. Are purchases of supplies approved and well documented by quotes, invoices, or receipts?				
2. Are expenditures for supplies consistent with the approved budget?				
3. Is there a substantial supply inventory remaining at the project termination date?				
4. Were all transactions conducted in a manner providing full and open competition, and quotations obtained from an adequate number of sources?				
General Comments				

Travel/Vehicle Mileage	☐ N/A	Yes	No	N/A
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Request a copy of the subrecipient's travel policy or have them describe the procedure for approving and documenting travel expenses.			
1. Is employee travel approved in advance by a supervisor or project manager?			
2. Are travel expenditures documented with expenses reports and/or detailed receipts (i.e., receipts do not merely show total but detail of what was purchased)?			
3. Are travel expenditures appropriately supported within subaward guidelines and in the approved budget?			
4. Are mileage reimbursements supported by a mileage log or similar documentation?			
General Comments			

Single Audit Review	☐ N/A	Yes	No	N/A
Obtain a copy of the subrecipient's most recent audit from FAC. Attach it to this review form.				
1. Was the Major Programs' Compliance Opinion in the Summary of Auditor's Results in the Schedule of Findings qualified?				
2. Were there any findings and/or questioned costs for federal awards in the Schedule of Findings? Were any other operational issues such as the handling of assets, lack of policies and procedures, contract non-compliance, etc., which would impact Federal dollars received?				
3. Were past audit findings and/or questioned costs for federal awards satisfactorily resolved?				
4. Was any control issue identified which would impact the processing of Federal grant dollars (i.e., control weaknesses)?				
General Comments <i>(If yes response to questions 1, 2, and/or 4, then comment on the issues noted from the audit and how this was addressed during the onsite review).</i>				

RECOMMENDED CHANGES AND/OR NEW MONITORING INTERVENTIONS

Please document any recommendations for financial, programmatic, or other changes. Indicate if further monitoring interventions are warranted.

TOWN OF WAKE FOREST
CONFLICT OF INTEREST POLICY

APPLICABLE TO CONTRACTS AND SUBAWARDS OF THE TOWN OF WAKE FOREST
SUPPORTED BY FEDERAL FINANCIAL ASSISTANCE

* * * * *

I. Scope of Policy

- a. Purpose of Policy. This Conflict of Interest Policy (“*Policy*”) establishes conflict of interest standards that (1) apply when the Town of Wake Forest (“*Unit*”) enters into a Contract (as defined in Section II hereof) or makes a Subaward (as defined in Section II hereof), and (2) meet or exceed the requirements of North Carolina law and 2 C.F.R. § 200.318(c).
- b. Application of Policy. This Policy shall apply when the Unit (1) enters into a Contract to be funded, in part or in whole, by Federal Financial Assistance to which 2 C.F.R. § 200.318(c) applies, or (2) makes any Subaward to be funded by Federal Financial Assistance to which 2 C.F.R. § 200.318(c) applies. If a federal statute, regulation, or the terms of a financial assistance agreement applicable to a particular form of Federal Financial Assistance conflicts with any provision of this Policy, such federal statute, regulation, or terms of the financial assistance agreement shall govern.⁴

II. Definitions

Capitalized terms used in this Policy shall have the meanings ascribed thereto in this Section II: Any capitalized term used in this Policy but not defined in this Section II shall have the meaning set forth in 2 C.F.R. § 200.1.

- a. “*COI Point of Contact*” means the individual identified in Section III(a) of this Policy.
- b. “*Contract*” means, for the purpose of Federal Financial Assistance, a legal instrument by which the Unit purchases property or services needed to carry out a program or project under a Federal award.
- c. “*Contractor*” means an entity or individual that receives a Contract.
- d. “*Covered Individual*” means a Public Officer, employee, or agent of the Unit.
- e. “*Covered Nonprofit Organization*” means a nonprofit corporation, organization, or association, incorporated or otherwise, that is organized or operating in the State of North Carolina primarily for religious, charitable, scientific, literary, public health and safety, or educational purposes, excluding any board, entity, or other organization created by the State of North Carolina or any political subdivision of the State (including the Unit).
- f. “*Direct Benefit*” means, with respect to a Public Officer or employee of the Unit, or the spouse of any such Public Officer or employee, (i) having a ten percent (10%) ownership interest or other interest in a Contract or Subaward; (ii) deriving any income or commission directly from a Contract or Subaward; or (iii) acquiring property under a Contract or Subaward.
- g. “*Federal Financial Assistance*” means Federal financial assistance that the Unit receives

or administers in the form of grants, cooperative agreements, non-cash contributions or donations of property (including donated surplus property), direct appropriations, food commodities, and other Federal financial assistance (except that the term does not include loans, loan guarantees, interest subsidies, or insurance).

- h. “*Governing Board*” means the Board of Commissioners of the Town.
- i. “*Immediate Family Member*” means, with respect to any Covered Individual, (i) a spouse, and parents thereof, (ii) a child, and parent thereof, (iii) a parent, and spouse thereof, (iv) a sibling, and spouse thereof, (v) a grandparent and grandchild, and spouses thereof, (vi) domestic partners and parents thereof, including domestic partners of any individual in (ii) through (v) of this definition; and (vii) any individual related by blood or affinity whose close association with the Covered Individual is the equivalent of a family relationship.⁷
- j. “*Involved in Making or Administering*” means (i) with respect to a Public Official or employee, (a) overseeing the performance of a Contract or Subaward or having authority to make decisions regarding a Contract or Subaward or to interpret a Contract or Subaward, or (b) participating in the development of specifications or terms or in the preparation or award of a Contract or Subaward, (ii) only with respect to a Public Official, being a member of a board, commission, or other body of which the Public Official is a member, taking action on the Contract or Subaward, whether or not the Public Official actually participates in that action.
- k. “*Pass-Through Entity*” means a non-Federal entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.
- l. “*Public Officer*” means an individual who is elected or appointed to serve or represent the Unit (including, without limitation, any member of the Governing Board), other than an employee or independent contractor of the Unit.
- m. “*Recipient*” means an entity, usually but not limited to a non-Federal entity, that receives a Federal award directly from a Federal awarding agency. The term does not include Subrecipients or individuals that are beneficiaries of the award.
- n. “*Related Party*” means (i) an Immediate Family Member of a Covered Individual, (ii) a partner of a Covered Individual, or (iii) a current or potential employer (other than the Unit) of a Covered Individual, of a partner of a Covered Individual, or of an Immediate Family Member of a Covered Individual.
- o. “*Subaward*” means an award provided by a Pass-Through Entity to carry out part of a Federal award received by the Pass-Through Entity. It does not include payments to a contractor or payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
- p. “*Subcontract*” means mean any agreement entered into by a Subcontractor to furnish supplies or services for the performance of a Contract or a Subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

- q. “*Subcontractor*” means an entity that receives a Subcontract.
- r. “*Subrecipient*” means an entity, usually but not limited to a non-Federal entity, that receives a subaward from a Pass-Through Entity to carry out part of a Federal award; but does not include an individual that is a beneficiary of such award. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.
- s. “*Unit*” has the meaning specified in Section I hereof.

III. COI Point of Contact.

- a. Appointment of COI Point of Contact. The Chief Finance Officer shall have primary responsibility for managing the disclosure and resolution of potential or actual conflicts of interest arising under this Policy. In the event that the Chief Finance Officer is unable to serve in such capacity, the Assistant Finance Director shall assume responsibility for managing the disclosure and resolution of conflicts of interest arising under this Policy. The individual with responsibility for managing the disclosure and resolution of potential or actual conflicts of interest under this Section III(a) shall be known as the “*COI Point of Contact*”.
- b. Distribution of Policy. The COI Point of Contact shall ensure that each Covered Individual receives a copy of this Policy.

IV. Conflict of Interest Standards in Contracts and Subawards

- a. North Carolina Law. North Carolina law restricts the behavior of Public Officials and employees of the Unit involved in contracting on behalf of the Unit. The Unit shall conduct the selection, award, and administration of Contracts and Subawards in accordance with the prohibitions imposed by the North Carolina General Statutes and restated in this Section III.
 - i. G.S. § 14-234(a)(1). A Public Officer or employee of the Unit Involved in Making or Administering a Contract or Subaward on behalf of the Unit shall not derive a Direct Benefit from such a Contract or Subaward.
 - ii. G.S. § 14-234(a)(3). No Public Officer or employee of the Unit may solicit or receive any gift, favor, reward, service, or promise of reward, including but not limited to a promise of future employment, in exchange for recommending, influencing, or attempting to influence the award of a Contract or Subaward by the Unit.
 - iii. G.S. § 14-234.3. If a member of the Governing Board of the Unit serves as a director, officer, or governing board member of a Covered Nonprofit Organization, such member shall not (1) deliberate or vote on a Contract or Subaward between the Unit and the Covered Nonprofit Corporation, (2) attempt to influence any other person who deliberates or votes on a Contract or Subaward between the Unit and the Covered Nonprofit Corporation, or (3) solicit or receive any gift, favor, reward, service, or promise of future employment, in exchange for recommending or

attempting to influence the award of a Contract or Subaward to the Covered Nonprofit Organization.¹⁰

- iv. G.S. § 14-234.1. A Public Officer or employee of the Unit shall not, in contemplation of official action by the Public Officer or employee, or in reliance on information which was made known to the public official or employee and which has not been made public, (1) acquire a pecuniary interest in any property, transaction, or enterprise or gain any pecuniary benefit which may be affected by such information or other information, or (2) intentionally aid another in violating the provisions of this section.

b. Federal Standards.

- i. Prohibited Conflicts of Interest in Contracting. Without limiting any specific prohibition set forth in Section IV(a), a Covered Individual may not participate in the selection, award, or administration of a Contract or Subaward if such Covered Individual has a real or apparent conflict of interest.

- 1. Real Conflict of Interest. A real conflict of interest shall exist when the Covered Individual or any Related Party has a financial or other interest in or a tangible personal benefit from a firm considered for a Contract or Subaward. Exhibit A attached hereto provides a non-exhaustive list of examples of (i) financial or other interests in a firm considered for a Contract or Subaward, and (ii) tangible personal benefits from a firm considered for a Contract or Subaward.
- 2. Apparent Conflict of Interest. An apparent conflict of interest shall exist where a real conflict of interest may not exist under Section IV(b)(i)(1), but where a reasonable person with knowledge of the relevant facts would find that an existing situation or relationship creates the appearance that a Covered Individual or any Related Party has a financial or other interest in or a tangible personal benefit from a firm considered for a Contract or Subaward.¹¹

- ii. Identification and Management of Conflicts of Interest.

- 1. Duty to Disclose and Disclosure Forms

- a. Each Covered Individual expected to be or actually involved in the selection, award, or administration of a Contract or Subaward has an ongoing duty to disclose to the COI Point of Contact potential real or apparent conflicts of interest arising under this Policy.
- b. Prior to the Unit's award of a Contract or Subaward, the COI Point of Contact shall advise Covered Individuals expected to be involved in the selection, award, or administration of the Contract or Subaward of such duty.

- c. If the value of a proposed Contract or Subaward exceeds \$250,000, the COI Point of Contact shall collect a Conflict of Interest Disclosure Form contained in Exhibit C (for Contracts) and Exhibit E (for Subawards) from each Covered Individual and file such Conflict of Interest Disclosure Form in records of the Unit.¹³

2. Identification Prior to Award of Contract or Subaward.

- a. Prior to the Unit's award of a Contract or Subaward, the COI Point of Contact shall complete the appropriate Compliance Checklist contained in Exhibit B (for Contracts) and Exhibit D (for Subawards) attached hereto and file such Compliance Checklist in the records of the Unit.

3. Management Prior to Award of Contract or Subaward

- a. If, after completing the Compliance Checklist, the COI Point of Contact identifies a potential real or apparent conflict of interest relating to a proposed Contract or Subaward, the COI Point of Contact shall disclose such finding in writing to Town Manager and to each member of the Governing Board. If the Governing Board desires to enter into the proposed Contract or Subaward despite the identification by the COI Point of Contact of a potential real or apparent conflict of interest, it may either:
 - i. accept the finding of the COI Point of Contact and direct the COI Point of Contact to obtain authorization to enter into the Contract or Subaward from (a) if Unit is a Recipient of Federal Financial Assistance, the Federal awarding agency with appropriate mitigation measures, or (b) if Unit is a Subrecipient of Federal Financial Assistance, from the Pass-Through Entity that provided a Subaward to Unit; or
 - ii. reject the finding of the COI Point of Contact and enter into the Contract or Subaward. In rejecting any finding of the COI Point of Contact, the Governing Board shall in writing document a justification supporting such rejection.¹⁵
- b. If the COI Point of Contact does not identify a potential real or apparent conflict of interest relating to a proposed Contract or Subaward, the Unit may enter into the Contract or Subaward in accordance with the Unit's purchasing or subaward policy.

4. Identification After Award of Contract or Subaward.

- a. If the COI Point of Contact discovers that a real or apparent conflict of interest has arisen after the Unit has entered into a Contract or Subaward, the COI Point of Contact shall, as soon as possible, disclose such finding to the Town Manager and []¹⁶ and to each member of the Governing Board. Upon discovery of such a real or apparent conflict of interest, the Unit shall cease all payments under the relevant Contract or Subaward until the conflict of interest has been resolved.

5. Management After Award of Contract or Subaward.

- a. Following the receipt of such disclosure of a potential real or apparent conflict of interest pursuant to Section IV(b)(ii)(4), the Governing Board may reject the finding of the COI Point of Contact by documenting in writing a justification supporting such rejection. If the Governing Board fails to reject the finding of the COI Point of Contact within 15 days of receipt, the COI Point of Contact shall:
 - i. if Unit is a Recipient of Federal Financial Assistance funding the Contract or Subaward, disclose the conflict to the Federal awarding agency providing such Federal Financial Assistance in accordance with 2 C.F.R. § 200.112 and/or applicable regulations of the agency, or
 - ii. if Unit is a Subrecipient of Federal Financial Assistance, disclose the conflict to the Pass-Through Entity providing a Subaward to Unit in accordance with 2 C.F.R. § 200.112 and applicable regulations of the Federal awarding agency and the Pass-Through Entity.

V. Oversight of Subrecipient's Conflict of Interest Standards

- a. Subrecipients of Unit Must Adopt Conflict of Interest Policy. Prior to the Unit's execution of any Subaward for which the Unit serves as a Pass-Through Entity, the COI Point of Contact shall ensure that the proposed Subrecipient of Federal Financial Assistance has adopted a conflict of interest policy that satisfies the requirements of 2 C.F.R. § 200.318(c)(1), 2 C.F.R. § 200.318(c)(2), and all other applicable federal regulations.
- b. Obligation to Disclose Subrecipient Conflicts of Interest. The COI Point of Contact shall ensure that the legal agreement under which the Unit makes a Subaward to a Subrecipient shall require such Subrecipient to disclose to the COI Point of Contact any potential real or apparent conflicts of interest that the Subrecipient identifies. Upon receipt of such disclosure, the COI Point of Contact shall disclose such information to the Federal awarding agency that funded the Subaward in accordance with that agency's disclosure policy.

VI. Gift Standards

- a. Federal Standard. Subject to the exceptions set forth in Section VI(b), a Covered Individual may not solicit or accept gratuities, favors, or anything of monetary value from a Contractor or a Subcontractor.
- b. Exception. Notwithstanding Section VI(a), a Covered Individual may accept an unsolicited gift from a Contractor or Subcontractor of one or more types specified below if the gift has an aggregate market value of \$20 or less per source per occasion, provided that the aggregate market value of all gifts received by the Covered Individual pursuant to this Section VI(b) does not exceed \$50 in a calendar year:
 - i. honorariums for participating in meetings;
 - ii. advertising items or souvenirs of nominal value; or
 - iii. meals furnished at banquets.
- c. Internal Reporting. A Covered Individual shall report any gift accepted under Section VI(b) to the COI Point of Contact. If required by regulation of a Federal awarding agency, the COI Point of Contact shall report such gifts to the Federal awarding agency or a Pass-Through Entity for which the Unit is a Subrecipient.

VII. Violations of Policy

- a. Disciplinary Actions for Covered Individuals. Any Covered Individual that fails to disclose a real, apparent, or potential real or apparent conflict of interest arising with respect to the Covered Individual or Related Party may be subject to disciplinary action, including, but not limited to, an employee's termination or suspension of employment with or without pay, the consideration or adoption of a resolution of censure of a Public Official by the Governing Board, or termination of an agent's contract with the Unit.
- b. Disciplinary Actions for Contractors and Subcontractors. The Unit shall terminate any Contract with a Contractor or Subcontractor that violates any provision of this Policy.
- c. Protections for Whistleblowers. In accordance with 41 U.S.C. § 4712, the Unit shall not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant: (i) a member of Congress or a representative of a committee of Congress; (ii) an Inspector General; (iii) the Government Accountability Office; (iv) a Treasury or other federal agency employee responsible for grant oversight or management; (v) an authorized official of the Department of Justice or other law enforcement agency; (vi) a court or grand jury; or (vii) a management official or other employee of the Unit, a Contractor, or Subcontractor who has the responsibility to investigate, discover, or address misconduct.

* * * * *

Adopted this the 7th day of June, 2022.

EXHIBIT A

Examples

<i>Potential Examples of a “Financial or Other Interest” in a Firm or Organization Considered for a Contract or Subaward</i>	<i>Potential Examples of a “Tangible Personal Benefit” From a Firm or Organization Considered for a Contract or Subaward</i>
Direct or indirect equity interest in a firm or organization considered for a Contract or Subaward, which may include: - Stock in a corporation. - Membership interest in a limited liability company. - Partnership interest in a general or limited partnership. - Any right to control the firm or organization’s affairs. For example, a controlling equity interest in an entity that controls or has the right to control a firm considered for a contract. - Option to purchase any equity interest in a firm or organization.	Opportunity to be employed by the firm considered for a contract, an affiliate of that firm, or any other firm with a relationship with the firm considered for a Contract. A position as a director or officer of the firm or organization, even if uncompensated.
Holder of any debt owed by a firm considered for a Contract or Subaward, which may include: - Secured debt (e.g., debt backed by an asset of the firm (like a firm’s building or equipment)) - Unsecured debt (e.g., a promissory note evidencing a promise to repay a loan). - o Holder of a judgment against the firm.	A referral of business from a firm considered for a Contract or Subaward.
Supplier or contractor to a firm or organization considered for a Contract or Subaward.	Political or social influence (e.g., a promise of appointment to an local office or position on a public board or private board).

EXHIBIT B

COMPLIANCE CHECKLIST FOR OVERSIGHT OF CONTRACT CONFLICTS OF INTEREST

The TOWN OF WAKE FOREST (“Unit”) has adopted a Conflict of Interest Policy (“Policy”) that governs the Unit’s expenditure of Federal Financial Assistance (as defined in Section II of the Policy). The Policy designates Chief Finance Officer as the “COI Point of Contact.” The Policy requires the COI Point of Contact to complete this Compliance Checklist to identify potential real or apparent conflicts of interest in connection with proposed Contracts (as defined in Section II) and file the Checklist in the records of the Unit.

Instructions for Completion

1. The COI Point of Contact shall complete Steps 1 through 5 of the Checklist below.
2. If the value of the proposed Contract exceeds \$250,000, the COI Point of Contact shall collect a Conflict of Interest Disclosure Form from each Covered Individual.
3. If the COI Point of Contact identifies a potential real or apparent conflict of interest after completing this Compliance Checklist, the COI Point of Contact shall report such potential conflict of interest to the Town Manager and to each member of the Governing Board.

Definitions.

1. *Covered Individual*. Each person identified in Section 1 of this Checklist is a “Covered Individual” for purposes of this Compliance Checklist and the Policy.
2. *Immediate Family Member* means, with respect to any Covered Individual, (i) a spouse, and parents thereof, (ii) a child, and parent thereof, (iii) a parent, and spouse thereof, (iv) a sibling, and spouse thereof, (v) a grandparent and grandchild, and spouses thereof, (vi) domestic partners and parents thereof, including domestic partners of any individual in (ii) through (v) of this definition; and (vii) any individual related by blood or affinity whose close association with the Covered Individual is the equivalent of a family relationship.
3. *Related Party* means (i) an Immediate Family Member of a Covered Individual, (ii) a partner of a Covered Individual, or (iii) a current or potential employer (other than the Unit) of a Covered Individual, of a partner of a Covered Individual, or of an Immediate Family Member of a Covered Individual.

Step		
1	Identify the proposed Contract, counterparty, and the subject of the Contract.	<u>Name of Contract:</u> <u>Name of Counterparty</u> <u>Subject of Contract:</u>
2	Identify all individuals involved in the selection, award, or administration of the Contract. These individuals are “Covered Individuals”. Ensure that each Covered Individual has been provided with a copy of the Conflict of Interest Policy.	
	<u>Public Officials</u>	<u>Employees</u>
		<u>Agents</u>
3	Identify whether any Covered Individual has a (i) financial or other interest in, or (ii) tangible personal benefit from the firm considered for a Contract. [If the estimated Contract amount exceeds \$250,000, ensure that each Covered Individual files a Conflict of Interest Disclosure Form with the COI Point of Contact.]	
Any identified interest in Step 3 is a potential “real” conflict of interest.	<u>Public Officials</u>	<u>Employees</u>
		<u>Agents</u>
4	Identify whether any Related Party has a (i) financial or other interest in or (ii) tangible personal benefit from the firm considered from a Contract. If the estimated Contract amount exceeds \$250,000, ensure that each Covered Individual files a Conflict of Interest Disclosure Form with the COI Point of Contact.	
Any identified interest in Step 4 is a potential “real” conflict of interest.	<u>Public Officials – Related Party</u>	<u>Employees – Related Party</u>
		<u>Agents – Related Party</u>

5	Identify whether a reasonable person with knowledge of the relevant facts would find that an existing situation or relationship creates the <i>appearance</i> that a Covered Individual or any Related Party has a financial or other interest in or a tangible personal benefit from a firm considered for a Contract? If yes, explain.		
Any identified interest in Step 5 is a potential “apparent” conflict of interest.	<u>Public Officials</u>	<u>Employees</u>	<u>Agents</u>

COI Point of Contact: _____

Signature of COI Point of Contact: _____

Date of Completion: _____

EXHIBIT C

CONTRACT CONFLICT OF INTEREST DISCLOSURE FORM

FOR OFFICIALS, EMPLOYEES, AND AGENTS

The TOWN OF WAKE FOREST (“Unit”) has adopted a Conflict of Interest Policy (“Policy”) that governs the Unit’s expenditure of Federal Financial Assistance (as defined in Section II of the Policy). The Policy designates the Chief Finance Officer as the “COI Point of Contact.”

The COI Point of Contact has identified you as an official, employee, or agent of the Unit that may be involved in the selection, award, or administration of the following contract:

_____ (the “Contract”). To safeguard the Unit’s expenditure of Federal Financial Assistance, the COI Point of Contact has requested that you identify any potential real or apparent conflicts of interest in the Firm considered for the award of a Contract. Using the Exhibit A to the Policy as a guide, please answer the following questions:

1. Do you have a financial or other interest in a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

2. Will you receive any tangible personal benefit from a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

3. For purposes of Question 3(a) and 3(b), your “Immediate Family Members” include: (i) your spouse and their parents, (ii) your child, (iii) your parent and any spouse of your parent, (iv) your sibling and any spouse of your sibling, (v) your grandparents or grandchildren, and the spouses of each, (vi) any domestic partner of any individual in (ii) through (v) of this definition; and (vii) any individual related by blood or affinity whose close association with you is the equivalent of a family relationship.

- a. Do you have an Immediate Family Member with a financial or other interest in a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

- b. Do you have an Immediate Family Member that will receive a tangible personal benefit from a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

4. Do you have any other partner with a financial or other interest in a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

5. Will any other partner of yours receive any tangible personal benefit from a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

6. Does your current or potential employer (other than the Unit) have a financial or other interest in a firm considered for this Contract or will such current or potential employer receive a tangible personal benefit from this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

7. Benefits to Employers

- a. Does a current or potential employer (other than the Unit) of any of your Immediate Family Members have a financial or other interest in a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

- b. Will a current or potential employer (other than the Unit) of any of your Immediate Family Members receive a tangible personal benefit from this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

- c. Does a current or potential employer (other than the Unit) of any partner of yours have a financial or other interest in a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

- d. Will a current or potential employer (other than the Unit) of any partner of yours receive a tangible personal benefit from this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

8. Does any existing situation or relationship create the appearance that you have a financial or other interest in a firm considered for this Contract or will receive a tangible personal benefit from a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

9. Does any existing situation or relationship create the appearance that any Immediate Family Member of yours has a financial or other interest in a firm considered for this Contract or will receive a tangible personal benefit from a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

10. Does any existing situation or relationship create the appearance that your current or potential employer (other than the Unit) has a financial or other interest in a firm considered for this Contract or will receive a tangible personal benefit from a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

11. Does any existing situation or relationship create the appearance that any current or potential employer (other than the Unit) of any of your Immediate Family Members has a financial or other interest in a firm considered for this Contract or will receive a tangible personal benefit from a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

12. Does any existing situation or relationship create the appearance that any current or potential employer (other than the Unit) of any other partner has a financial or other interest in a firm considered for this Contract or will receive a tangible personal benefit from a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

* * * * *

Sign Name: _____
Print Name: _____
Name of Employer _____
Job Title: _____
Date of Completion: _____

* * * * *

EXHIBIT D

COMPLIANCE CHECKLIST FOR SUBAWARD OVERSIGHT

The TOWN OF WAKE FOREST (“Unit”) has adopted a Conflict of Interest Policy (“Policy”) that governs the Unit’s expenditure of Federal Financial Assistance (as defined in Section II of the Policy). The Policy designates the Chief Finance Officer as the “COI Point of Contact.” The Policy requires the COI Point of Contact to complete this Compliance Checklist to identify potential real or apparent conflicts of interest in connection with proposed Subawards (as defined in Section II) and file the Checklist in the records of the Unit.

Instructions for Completion

1. The COI Point of Contact shall complete Steps 1 through 5 of the Checklist below.
2. If the value of the proposed Subaward exceeds \$100,000 the COI Point of Contact shall collect a Conflict of Interest Disclosure Form from each Covered Individual.
3. If the COI Point of Contact identifies a potential real or apparent conflict of interest after completing this Compliance Checklist, the COI Point of Contact shall report such potential conflict of interest to the Town Manager and to each member of the Governing Board.

Definitions.

1. *Covered Individual*. Each person identified in Section 1 of this Checklist is a “Covered Individual” for purposes of this Compliance Checklist and the Policy.
2. *Immediate Family Member* means, with respect to any Covered Individual, (i) a spouse, and parents thereof, (ii) a child, and parent thereof, (iii) a parent, and spouse thereof, (iv) a sibling, and spouse thereof, (v) a grandparent and grandchild, and spouses thereof, (vi) domestic partners and parents thereof, including domestic partners of any individual in (ii) through (v) of this definition; and (vii) any individual related by blood or affinity whose close association with the Covered Individual is the equivalent of a family relationship.
3. *Related Party* means (i) an Immediate Family Member of a Covered Individual, (ii) a partner of a Covered Individual, or (iii) a current or potential employer (other than the Unit) of a Covered Individual, of a partner of a Covered Individual, or of an Immediate Family Member of a Covered Individual.

Step			
1	Identify the proposed Subaward, Subrecipient, and the subject of the Subaward.	<u>Name of Contract:</u> <u>Name of Counterparty</u> <u>Subject of Subaward:</u> 	
2	Identify all individuals involved in the selection, award, or administration of the Subaward. These individuals are “Covered Individuals”. Ensure that each Covered Individual has been provided with a copy of the Conflict of Interest Policy.		
	<u>Public Officials</u>	<u>Employees</u>	<u>Agents</u>
3	Identify whether any Covered Individual has a (i) financial or other interest in, or (ii) tangible personal benefit from the firm considered for a Subaward. [If the estimated Subaward amount exceeds \$100,000, ensure that each Covered Individual files a Conflict of Interest Disclosure Form with the COI Point of Contact.]		
Any identified interest in Step 3 is a potential “real” conflict of interest.	<u>Public Officials</u>	<u>Employees</u>	<u>Agents</u>
4	Identify whether any Related Party has a (i) financial or other interest in or (ii) tangible personal benefit from the firm considered from a Subaward. If the estimated Subaward amount exceeds \$100,000, ensure that each Covered Individual files a Conflict of Interest Disclosure Form with the COI Point of Contact.]		
Any identified interest in Step 4 is a potential “real” conflict of interest.	<u>Public Officials – Related Party</u>	<u>Employees – Related Party</u>	<u>Agents – Related Party</u>

5	Identify whether a reasonable person with knowledge of the relevant facts would find that an existing situation or relationship creates the <i>appearance</i> that a Covered Individual or any Related Party has a financial or other interest in or a tangible personal benefit from a firm considered for a Subaward? If yes, explain.		
Any identified interest in Step 5 is a potential “apparent” conflict of interest.	<u>Public Officials</u>	<u>Employees</u>	<u>Agents</u>

COI Point of Contact: _____

Signature of COI Point of Contact: _____

Date of Completion: _____

EXHIBIT E

SUBAWARD CONFLICT OF INTEREST DISCLOSURE FORM

FOR OFFICIALS, EMPLOYEES, AND AGENTS

The TOWN OF WAKE FOREST (“Unit”) has adopted a Conflict of Interest Policy (“Policy”) that governs the Unit’s expenditure of Federal Financial Assistance (as defined in Section II of the Policy). The Policy designates the Chief Finance Officer as the COI Point of Contact.

The COI Point of Contact has identified you as an official, employee, or agent of the Unit that may be involved in the selection, award, or administration of the following subaward:

_____ (the “Subaward”). To safeguard the Unit’s expenditure of Federal Financial Assistance, the COI Point of Contact has requested that you identify any potential real or apparent conflicts of interest in the Firm considered for the award of a Subaward. Using the Exhibit A to the Policy as a guide, please answer the following questions:

1. Do you have a financial or other interest in a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

2. Will you receive any tangible personal benefit from a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

3. For purposes of Question 3(a) and 3(b), your “Immediate Family Members” include: (i) your spouse and their parents, (ii) your child, (iii) your parent and any spouse of your parent, (iv) your sibling and any spouse of your sibling, (v) your grandparents or grandchildren, and the spouses of each, (vi) any domestic partner of any individual in (ii) through (v) of this definition; and (vii) any individual related by blood or affinity whose close association with you is the equivalent of a family relationship.

- a. Do you have an Immediate Family Member with a financial or other interest in a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

- b. Do you have an Immediate Family Member that will receive a tangible personal benefit from a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

4. Do you have any other partner with a financial or other interest in a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

5. Will any other partner of yours receive any tangible personal benefit from a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

6. Does your current or potential employer (other than the Unit) have a financial or other interest in a firm considered for this Subaward or will such current or potential employer receive a tangible personal benefit from this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

7. Benefits to Employers

- a. Does a current or potential employer (other than the Unit) of any of your Immediate Family Members have a financial or other interest in a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

-
- b. Will a current or potential employer (other than the Unit) of any of your Immediate Family Members receive a tangible personal benefit from this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

-
- c. Does a current or potential employer (other than the Unit) of any partner of yours have a financial or other interest in a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

- d. Will a current or potential employer (other than the Unit) of any partner of yours receive a tangible personal benefit from this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

8. Does any existing situation or relationship create the appearance that you have a financial or other interest in a firm considered for this Subaward or will receive a tangible personal benefit from a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

9. Does any existing situation or relationship create the appearance that any Immediate Family Member of yours has a financial or other interest in a firm considered for this Subaward or will receive a tangible personal benefit from a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

10. Does any existing situation or relationship create the appearance that your current or potential employer (other than the Unit) has a financial or other interest in a firm considered for this Subaward or will receive a tangible personal benefit from a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

11. Does any existing situation or relationship create the appearance that any current or potential employer (other than the Unit) of any of your Immediate Family Members has a financial or other interest in a firm considered for this Subaward or will receive a tangible personal benefit from a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

12. Does any existing situation or relationship create the appearance that any current or potential employer (other than the Unit) of any other partner has a financial or other interest in a firm considered for this Subaward or will receive a tangible personal benefit from a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

* * * * *

Sign Name: _____

Print Name: _____

Name of Employer _____

Job Title: _____

Date of Completion: _____

* * * * *

TOWN OF WAKE FOREST

AMERICAN RESCUE PLAN ACT NONDISCRIMINATION POLICY

Recitals

WHEREAS, the TOWN OF WAKE FOREST (“Town”) has received an allocation of funds from the “Coronavirus State Fiscal Recovery Fund” or “Coronavirus Local Fiscal Recovery Fund” (together “CSLFRF funds”), established pursuant to Sections 602 and 603 of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (the “ARP/CSLFRF award”).

WHEREAS, CSLFRF funds are subject to the U.S. Department of Treasury (“Treasury”) regulations, including the Final Rule, the Award Terms and Conditions, and the Title VII implementing regulations at 31 C.F.R. Part 22.

WHEREAS, pursuant to the ARP/CSLFRF Award Terms and Conditions, and as a condition of receiving CSLFRF funds, the Town agrees to follow all federal statutes and regulations prohibiting discrimination in its administration of CSLFRF under the terms and conditions of the ARP/CSLFRF award, including, without limitation, the following:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin within programs or activities receiving federal financial assistance;
- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving Federal financial assistance;
- iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury’s implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

RESOLVED, That the governing board of the Town hereby adopts and enacts the following nondiscrimination policy, which shall apply to the operations of any program, activity, or facility that is supported in whole, or in part, by expenditures CSLFRF pursuant to the ARP/CSLFRF award.

Nondiscrimination Policy Statement

It is the policy of the Town to ensure that no person shall, on the ground of race, color, national origin (including limited English Proficiency), familial status, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity administered by the Town, including programs or activities that are funded in whole or part, with Coronavirus State and Local Fiscal Recovery Funds ("CSLFRF"), which the Town received from the U.S. Department of Treasury ("Treasury") pursuant to Sections 602 and 603 of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (herein the "ARP/CSLFRF award").

I. Governing Statutory & Regulatory Authorities

As required by the CSLFRF [Award Terms and Conditions](#), the Town shall ensure that each "activity," "facility," or "program"¹ that is funded in whole, or in part, with CSLFRF and administered under the ARP/CSLFRF award, will be facilitated, operated, or conducted in compliance with the following federal statutes and federal regulations prohibiting discrimination. These include, but are not limited to, the following:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age within programs or activities receiving federal financial assistance; and
- v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

¹ 22 C.F.R. § 22.3 defines "program" and "activity" as all operations of an entity, including local governments, that receive Federal financial assistance, and the departments, agencies, or special purpose districts of the local governments to which Federal financial assistance is distributed. "Federal financial assistance" includes, among other things, grants and loans of federal funds. "Facility" includes all or any part of structures, equipment, or other real or personal property or interests therein, and the provision of facilities includes the construction, expansion, renovation, remodeling, alteration, or acquisition of facilities.

II. Discriminatory Practices Prohibited in the Administration of the ARP/CSLFRF Award

To ensure compliance with Title VII of the Civil Rights Act of 1964, and Title 31 Code of Federal Regulations, Part 22, the Civil Rights Restoration Act of 1987, and other pertinent nondiscrimination authorities, the Town shall prohibit, at a minimum, the following practices in its administration of CSLFRF pursuant to the ARP/CSLFRF award:

1. Denying to a person any service, financial aid, or other program benefit without good cause;
2. Providing to a person any service, financial aid, or another benefit which is different in quantity or quality, or is provided in a different manner, from that provided to others under the program.
3. Subjecting a person to segregation or separate treatment in any matter related to the receipt of any service, financial aid, or other benefit under the program;
4. Restricting a person in the enjoyment of any advantages, privileges, or other benefits enjoyed by others receiving any service, financial aid, or other benefit under the program;
5. Treating a person differently from others in determining whether that person satisfies any admission, enrollment, quota, eligibility, membership, or other requirement or condition which persons must meet to be provided any service, financial aid, or other benefit provided under the program;
6. Implementing different standards, criteria, or other requirements for admission, enrollment, or participation in planning, advisory, contractual, or other integral activities to the program;
7. Adopting methods of administration which, directly or through contractual relationships, would defeat or substantially impair the accomplishment of effective nondiscrimination;
8. Selecting a site or location of facilities with the purpose or effect of excluding persons from, denying them the benefits of, subjecting them to discrimination, or with the purpose or effect of defeating or substantially impairing the accomplishment of the objectives of Title VI or related acts and regulations;
9. Discriminating against any person, either directly or through a contractual agreement, in any employment resulting from the program, a primary objective of which is to provide employment;
10. Committing acts of intimidation or retaliation, including threatening, coercing, or discriminating against any individual for the purpose of interfering with any right or privilege secured by any pertinent nondiscrimination law, or because an individual made a complaint, testified, assisted, or participated in an investigation, proceeding, or hearing.

III. Reporting & Enforcement

1. The Town shall cooperate in any enforcement or compliance review activities by the Department of the Treasury. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Town shall comply with information requests, on-site compliance reviews, and reporting requirements.
2. The Town shall maintain a complaint log and inform the Treasury of any complaints of discrimination on the grounds of race, color, or national origin (including limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, whether pending or completed, including the outcome. The Town shall inform the Treasury if it has received no complaints under Title VI.
3. Any person who believes they have been aggrieved by a discriminatory practice under Title VI has a right to file a formal complaint with the Treasury. Any such complaint must be in writing and filed with the Treasury's Title VI Coordinator within one hundred eighty (180) days following the date of the alleged discriminatory occurrence.
4. Any person who believes that because of that person's race, color, national origin, limited English proficiency, familial status, sex, age, religion, or disability that he/she/they have been discriminated against or unfairly treated by the Town in violation of this policy should contact the following office within 180 days from the date of the alleged discriminatory occurrence:

Lisa Hayes
Strategic Performance Manager
301 S. Brooks Street
Wake Forest, NC 27587
lhayes@wakeforestnc.gov
919-435-9415

TOWN OF WAKE FOREST

Record Retention Policy: Documents Created or Maintained Pursuant to the ARP/CSLFRF Award

Retention of Records: The Coronavirus Local Fiscal Recovery Funds (“CSLFRF”) [Award Terms and Conditions](#) and the [Compliance and Reporting Guidance](#) set forth the U.S. Department of Treasury’s (“Treasury”) record retention requirements for the ARP/CSLFRF award.

It is the policy of the TOWN OF WAKE FOREST (“Town”) to follow Treasury’s record retention requirements as it expends CSLFRF pursuant to the APR/CSLFRF award. Accordingly, the Town agrees to the following:

- Retain all financial and programmatic records related to the use and expenditure of CSLFRF pursuant to the ARP/CSLFRF award for a period of five (5) years after all CLFRF funds have been expended or returned to Treasury, whichever is later.
- Retain records for real property and equipment acquired with CSLFRF for five years after final disposition.
- Ensure that the financial and programmatic records retained sufficiently evidence compliance with section 603(c) of the Social Security Act “ARPA,” Treasury’s regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- Allow the Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, the right of right of timely and unrestricted access to any records for the purpose of audits or other investigations.
- If any litigation, claim, or audit is started before the expiration of the 5-year period, the records will be retained until all litigation, claims, or audit findings involving the records have been resolved.

Covered Records: For purposes of this policy, records are information, regardless of physical form or characteristics, that are created, received, or retained that evidence the Town’s expenditure of CSLFRF funds on eligible projects, programs, or activities pursuant to the ARP/CSLFRF award.

Records that shall be retained pursuant to this policy include, but are not limited to, the following:

- Financial statements and accounting records evidencing expenditures of CSLFRF for eligible projects, programs, or activities.
- Documentation of rational to support a particular expenditure of CSLFRF (e.g., expenditure constitutes a general government service);
- Documentation of administrative costs charged to the ARP/CSLFRF award;
- Procurement documents evidencing the significant history of a procurement, including, at a minimum, the rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for contract cost or price;
- Subaward agreements and documentation of subrecipient monitoring;
- Documentation evidencing compliance with the Uniform Guidance property management standards set forth in 2 C.F.R. §§ 200.310-316 and 200.329;
- Personnel and payroll records for full-time and part-time employees compensated with CSLFRF, including time and effort reports; and
- Indirect cost rate proposals

Storage: The Town's records must be stored in a safe, secure, and accessible manner. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.

Departmental Responsibilities: Any department or unit of the Town, and its employees, who are responsible for creating or maintaining the covered documents in this policy shall comply with the terms of this policy. Failure to do so may subject the Town to civil and/or criminal liability. Any employee who fails to comply with the record retention requirements set forth herein may be subject to disciplinary sanctions, including suspension or termination.

The Chief Finance Officer is responsible for identifying the documents that Town must or should retain and arrange for the proper storage and retrieval of records. Chief Finance Officer shall also ensure that all personnel subject to the terms of this policy are aware of the record retention requirements set forth herein.

Reporting Policy Violations: The Town is committed to enforcing this policy as it applies to all forms of records. Any employee that suspects the terms of this policy have been violated shall report the incident immediately to that employee's supervisor. If an employee is not comfortable bringing the matter up with the supervisor, the employee may bring the matter to the attention of the Town Attorney or Town Manager. The Town prohibits, any form of discipline, reprisal, intimidation, or retaliation for reporting incidents of inappropriate conduct of any kind, pursuing any record destruction claim, or cooperating in related investigations.

Questions About the Policy: Any questions about this policy should be referred to Chief Finance Officer, Aileen Staples (919) 435-9461; astaples@wakeforestnc.gov, who is in charge of administering, enforcing, and updating this policy.

TOWN OF WAKE FOREST

POLICY FOR PROGRAM INCOME RELATED TO THE EXPENDITURE OF AMERICAN RESCUE PLAN ACT CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS BY NORTH CAROLINA LOCAL GOVERNMENTS

WHEREAS, the TOWN OF WAKE FOREST (“Town”) has received an allocation of funds from the Coronavirus “State Fiscal Recovery Fund” or “Coronavirus Local Fiscal Recovery Fund” (together “CSLFRF”) established pursuant to Sections 602 and 603 of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (“ARPA”).

WHEREAS, the Town shall comply with the terms of ARPA, and the U.S. Department of Treasury’s (“Treasury”) federal regulations governing the spending of CSLFRF funds, including the [Final Rule](#), and Treasury’s regulations governing expenditures of CSLFRF funds, including the [Award Terms and Conditions](#), [Compliance and Reporting Guidance for the State and Local Fiscal Recovery Funds](#) (together the “Federal regulations”), and any additional guidance Treasury has issued or may issue governing the spending of CSLFRF funds.

WHEREAS, the Town shall comply with the [Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part § 200](#) (the “Uniform Guidance”); and

WHEREAS, the Town shall account for program income per the requirements set forth in the Uniform Guidance, including, but not limited to, [2 C.F.R. § 200.307](#), and as stipulated in [Compliance and Reporting Guidance for the State and Local Recovery Funds](#), which provides: “Recipients of CSLFRF funds should calculate, document, and record the organization’s program income. Additional controls that your organization should implement include written policies that explicitly identify appropriate allocation methods, accounting standards and principles, compliance monitoring checks for program income calculations, and records.”¹

Now, therefore, be it RESOLVED, That the governing board of the Town hereby adopts and enacts the following policies and procedures for the use of program income earned from the expenditure of CSLFRF funds pursuant to the ARP/CSLFRF award.

¹ Compliance and Reporting Guidance, p. 9.

PROGRAM INCOME POLICY

I. PURPOSE AND SCOPE

The Town enacts the following procedures for its use of program income earned from the expenditure of CSLFRF funds to ensure compliance with the Uniform Guidance, including, but not limited to, 2 C.F.R. § 200.307, the ARP/CSLFRF award, and all applicable Federal regulations governing the use of program income. The TOWN OF WAKE FOREST (hereafter “Town”) agrees to administer program income according to the requirements set forth in this policy and as required by the Federal regulations and State law.

The responsibility for following this policy lies with the Chief Finance Officer, Assistant Finance Director, Strategic Programs Manager, and Grants Compliance Manager, who are charged with the administration and financial oversight of the ARP/CSLFRF award. Questions on the use and/or reporting of program income should be directed to the Grants Compliance Manager.

II. DEFINITIONS²

- a. *ARP/CLSFRR award* means the Federal program governing the use of Coronavirus State and Local Fiscal Recovery Funds as provided in the [Assistance Listing](#) and as administered by the U.S. Department of Treasury pursuant to the American Rescue Plan Act of 2021 (“ARPA”), Pub. L. No. 117-2 (Mar. 11, 2021).
- b. *CSLFRF funds* means the portion of Federal financial assistance from the Coronavirus State Fiscal Recovery Funds and Coronavirus Local Fiscal Recovery Funds (collectively “CSLFRF”) awarded to the Town pursuant ARPA.
- c. *Federal award* means the Federal financial assistance that a recipient receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101. The Federal award is the instrument setting forth the terms and conditions of the grant agreement, cooperative agreement, or other agreement for assistance.
- d. *Federal awarding agency* means the Federal agency that provides a Federal award directly to a non-Federal entity.
- e. *Federal financial assistance* means the assistance that non-Federal entities receive or administer in the form of grants, cooperative agreements, non-cash contributions, direct appropriations, food commodities, or other financial assistance, including loans.
- f. *Federal program* means all Federal awards which are assigned a single Assistance Listings Number.
- g. *Non-Federal entity* means a State, local government, Indian tribe, Institution of Higher Education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.
- h. *Period of performance* means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded

² Excluding the first two, the definitions in this section are found in 2 C.F.R. 200.1.

portions, or budget periods. The period of performance for the ARP/CSLFRF award ends December 31, 2026.

- i. *Program income* means gross income earned by the non-Federal entity that is directly generated by a supported activity or earned as a result of the Federal award during the period of performance except as provided in [§ § 200.307\(f\)](#).

III. PROGRAM INCOME OVERVIEW

For purposes of this policy, program income is the gross income earned by the Town that is directly generated by a supported activity or earned as a result of the ARP/CSLFRF award during the period of performance, which closes December 31, 2026. 2 CFR 200.1.

Program income includes, but is not limited to, the following sources of income:

- The collection of fees for services performed.
- Payments for the use or rental of real or personal property.
- The sale of commodities or items fabricated under the Federal award.
- The payment of principal and interest on loans made under the Federal award.

Program income does not include fees or revenue from the following:

- The use of rebates, credits, discounts, and interest earned on any of them.
- Governmental revenues, such as taxes, special assessments, levies, or fines.
- Proceeds from the sale of real property, equipment, or supplies.³

IV. USE OF PROGRAM INCOME

Program income earned pursuant to expenditures of CSLFRF is the property of US Treasury and shall be accounted for in one of three ways pursuant to [2 C.F.R. § 200.307\(e\)](#).

Deduction Method: Program income must be deducted from total allowable costs to determine net allowable costs. Program income shall be used to reduce Treasury's obligation under the ARP/CSLFRF award rather than to increase the funds committed a project. Program income shall be used for current costs. The Town shall track and account for program income during the period of performance and shall reimburse Treasury, as required. 2 C.F.R. § 200.307(e)(1).

Addition Method: With prior approval, program income may be added to the total amount of the ARP/CSLFRF award, thereby increasing the total amount of the award. Program income must be expended on an eligible project or program. 2 C.F.R. §

³ 2 C.F.R. 200.1 and 2 C.F.R. 200.307 each define and limit the sources of program income.

200.307(e)(2). Pursuant to the terms of the ARP/CSLFRF award, the repayment of principal and interest on loans made with CSLFRF funds that will mature or be forgiven on or before December 31, 2026, may be accounted for using the addition method (see Section VI).

Matching or Cost Sharing Method: With prior approval, program income may be used to meet the cost sharing or matching requirement of the Federal award. The amount of the Federal award shall not change.⁴ 2 C.F.R. § 200.307(e)(3).

Unless the ARP/CSLFRF award otherwise stipulates, or the Town has received prior approval, the Town shall apply the deduction method to account for the use of program income.

V. ALLOCATION OF PROGRAM INCOME

The Town shall only expend program income on costs that are reasonable, allocable, and allowable under the terms of the ARP/CSLFRF award.⁵ To adhere to these requirements, the Town shall comply with the cost principles included in 2 C.F.R. § 200, as outlined in the Town's allowable cost policy. The Town shall allocate program income to the ARP/CSLFRF award in proportion to the pro rata share of the total funding (e.g., if CSLFRF funds cover half of a project's cost, with general revenue covering the other half, the unit shall allocate 50% of any program income earned to the ARP/CSLFRF award and account for its use pursuant to § 200.307).

VI. REPAYMENT OF PRINCIPAL AND INTEREST ON LOANS MADE WITH ARP/CSLFRF FUNDS

Treasury expects that a significant share of loans made with ARP/CSLFRF funds will be repaid. Accordingly, it has issued guidance on how to appropriately account for the repayment of principal and interest. The Town agrees to appropriately account for the return of loan funds according to the ARP/CSLFRF award terms, as follows:

- For Loans that mature or are forgiven on or before December 31, 2026: The Town may add the repayment of principal and interest (program income) to the ARP/CSLFRF award. When the loan is made, the Town shall report the principal of the loan as an expense. The

⁴ The Final Rule provides that a non-Federal entity may expend up to the amount of its reduction in revenue due to the pandemic to meet the non-federal cost-share or matching requirements of other federal programs. However, the Final Rule does not mention whether *program income* may be used to meet cost-sharing or matching requirements. A non-Federal entity should not allocate program income to cost share or matching requirements unless it receives prior approval from Treasury.

⁵ 2 C.F.R. § 200.404, 408.

Town shall expend the repayment of principal only on eligible uses and is subject to restrictions on the timing of the use of ARP/CSLFRF funds pursuant to the ARP/CSLFRF award. Interest payments received prior to the end of the period of performance will be considered an addition to the total award and may be used for any purpose that is an eligible use. *The Town is not subject to restrictions under 2 CFR 200.307(e)(1) (the deduction method) in accounting for the use of program income.*⁶

- For Loans with maturities longer than December 31, 2026: The Town is not required to separately account for the repayment of principal and interest on loans that will mature after the ARP/CSLFRF award's period of performance. The Town may use CSLFRF for only the projected cost of the loan. The Town may estimate the subsidy cost of the loan, which equals the expected cash flows associated with the loan discounted at the [UNIT's] cost of funding. The cost of funding can be determined based on the interest rates of securities with a similar maturity to the cash flow being discounted that were either (i) recently issued by the Town or (ii) recently issued by a unit of state, local, or Tribal government similar to the Town. If the Town has adopted the Current Expected Credit Loss (CECL) standard, it may also treat the cost of the loan as equal to the CECL-based expected credit losses over the life of the loan. The Town may measure projected losses either once, at the time the loan is extended, or annually over the covered period. *Under either approach, the Town is not subject to restrictions under 2 CFR 200.307(e)(1) (the deduction method) and need not separately track repayment of principal or interest.*⁷
- Revolving Loan Funds: The Town shall treat the contribution of ARP/CSLFRF funds to a revolving loan fund according to approach described above for loans with maturities longer than December 31, 2026.⁸ The Town may contribute ARP/CSLFRF funds to a revolving loan only if the loan is determined to be for eligible use and the ARP/CSLFRF funds contributed represent the projected cost of loans made over the life of the revolving loan fund.

VII. ADDITIONAL PROGRAM INCOME REQUIREMENTS

- (a) Identifying, Documenting, Reporting, and Tracking. To ensure compliance with the requirements of program income as outlined by the Federal regulations, the terms and conditions of the ASP/CSLFRF award, and the requirements set forth herein, each department shall identify potential sources of program income and properly report the program income for the period in which it was earned and dispersed.

Program income shall be accounted for separately. The Town shall not commingle program income earned from programs supported by ARP/CSLFRF funds with the general award of ARP/CSLFRF funds the Town received from Treasury. Any costs

⁶ [Final Rule](#), p. 4436

⁷(See question 4.11 in [Treasury's Interim Final Rule FAQ document](#).)

⁸See question 4.11 in [Treasury's Interim Final Rule FAQ document](#).)

associated with generating program income revenue shall be charged as expenditures to the ARP/CSLFRF award.

- (b) Program Income Earned After the Period of Performance. The Town shall have no obligation to report program income earned after the period of performance (December 31, 2026). However, the Town shall report program income expended after the period of performance if that program income was earned on or before December 31, 2026.
- (c) Subawards. The Town agrees to ensure that any subrecipient of ARP/CSLFRF funds abides by the award of the terms and conditions of this policy and is aware that the subrecipient is responsible for accounting for and reporting program income to the Town on a Quarterly basis.
- (d) Compliance with State law. Program income shall not be expended for purposes prohibited under State law.
- (e) Subject to Audit. The Town recognizes that its use of program income may be audited and reviewed for compliance with Federal laws and regulations, State law, and the terms of the ARP/CSLFRF award.

VIII. IMPLEMENTATION OF POLICY

The Chief Finance Officer will adopt procedures to identify potential program income during the project eligibility and allowable cost review, document actual program income, and follow the requirements in this policy related to the treatment of program income.



Board of Commissioners Agenda Item Report

Agenda Item No.: 2021-591-

Submitted by: Elisabeth Palermo

Submitting Department: Engineering

Meeting Date: June 21, 2022

SUBJECT

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

Recommendation:

New streets are required to be designed and built to Town of Wake Forest standards and specifications. Annually, we accept streets into the Town of Wake Forest Street System and add them to the Powell Bill submission for additional maintenance funds. These streets have been approved and accepted by Engineering Staff.

Item Summary:

ATTACHMENTS

- [Attachment_A_summary_2022_Accept_Streets.docx](#)
- [Attachment_B_Resolution2022-Acceptance_of_Streets_for_Powell_Bill.docx](#)
- [Attachment_C_2022.05.24 Draft PowellBill2022 Map.pdf](#)

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

Summary: New streets are required to be designed and built to Town of Wake Forest standards and specifications. Annually, we accept streets into the Town of Wake Forest Street System and add them to the Powell Bill submission for additional maintenance funds. These streets have been approved and accepted by Engineering Staff.

Attachments: Summary_2022_Accept_Roads_for_Maintenance, 2022.05.24 Draft PowellBill2022 Map, Resolution2022-Acceptance_of_Streets_for_the_Powell_Bill

RESOLUTION 2022-XX

RESOLUTION TO ACCEPT STREETS INTO THE TOWN OF WAKE FOREST STREET SYSTEM FOR MAINTENANCE

WHEREAS, streets are required to be designed and built according to our Manual of Standards, Specifications and Design; and

WHEREAS, Public Works Engineers and Construction Inspectors approved the street segments for their one-year warranty period in 2022 and upon re-inspection approved and accepted the segments for final acceptance accordingly as shown on the attached map;

WHEREAS, approval by the Town of Wake Forest Board of Commissioners is necessary for eligibility for receiving funding from the NCDOT's Powell Bill Program;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Town of Wake Forest accept this list of streets into the Town of Wake Forest Street System.

<u>SUBDIVISION</u>	<u>STREET NAME</u>	<u>BEG DESCRIPTION</u>	<u>END DESCRIPTION</u>	<u>LENGTH</u>
Holding Village - South Lake Phases 1 - 3	Old Dairy Dr.	South Franklin St.	Knolls Dr.	0.50
Holding Village - South Lake Phases 1 - 3	Silo Point Dr.	Bridgeton Ave.	Old Dairy Dr.	0.18
Holding Village - South Lake Phases 1 - 3	Lake Holding St.	Old Dairy Dr.	Silo Point Dr.	0.38
Holding Village - South Lake Ph. 1	Pasture Hills Dr.	Old Dairy Dr.	Palisades Aly.	0.03
Holding Village - South Lake Ph. 1	Silo Ridge Dr.	Old Dairy Dr.	Lake Holding St.	0.10
Holding Village - South Lake Ph. 1	Upper Park Rd.	Old Dairy Dr.	Lake Holding St.	0.13
Holding Village - South Lake Ph. 1	Thicketon Cir.	Old Dairy Dr.	Old Dairy Dr.	0.17
Holding Village - South Lake Ph. 1	Windsboro Way	Holding Village Way	Silo Point Dr.	0.04
Holding Village - South Lake Ph. 1	Pointon Way	Lake Holding St.	Promontory Park Aly.	0.06
Holding Village - South Lake Ph. 2 and 3	Pasture Hills Dr.	Silo Point Dr.	Palisades Aly.	0.12
Holding Village - South Lake Ph. 2 and 3	Knolls Dr.	Forestville Rd.	Holding Creek Dr.	0.14
Holding Village - South Lake Ph. 2 and 3	Highpoint St.	Holding Village Way	Cul-de-sac	0.45
Holding Village - South Lake Ph. 2 and 3	Bridgeton Ave.	Highpoint St.	Silo Point Dr.	0.15
Holding Village - South Lake Ph. 2 and 3	Holding Creek Dr.	Highpoint St.	Holding Village Way	0.11

<u>SUBDIVISION</u>	<u>STREET NAME</u>	<u>BEG DESCRIPTION</u>	<u>END DESCRIPTION</u>	<u>LENGTH</u>
Holding Village - South Lake Ph. 2 and 3	Holding Village Way	Verbena Aly.	End of Phase 3	0.23
Holding Village - South Lake Ph. 2 and 3	Brookboro Dr.	Highpoint St.	Knolls Dr.	0.06
Holding Village - South Lake Ph. 2 and 3	Coveboro Ln.	Knolls Dr.	End	0.07
Holding Village - South Lake Ph. 2 and 3	Levi Ln.	High Point St.	Knolls Dr.	0.06
Holding Village - South Lake Ph. 2 and 3	Furrow Alley	Knolls Dr.	Holding Village Way	0.06
Holding Village - South Lake Ph. 2 and 3	Windsboro Way	Holding Village Way	Silo Point Dr.	0.06
Holding Village - South Lake Ph. 2 and 3	Forage Ln.	Lake Holding St.	Pasture Hills Dr.	0.06
Holding Village - South Lake Ph. 2 and 3	Winter Wheat Ln.	Silo Point Dr.	End	0.04
Holding Village - South Lake Ph. 2 and 3	Coneflower Aly	Highpoint St.	Brookboro Dr.	0.03
Reynold Mill Phase 3B	Reynolds Mill Rd.	Ligon Mill Rd.	Headrace Mill St.	0.12
Reynold Mill Phase 3B	Penstock Ln.	Reynolds Mill Rd.	Forbes Rd.	0.25
Reynold Mill Phase 3B	Headrace Mill St.	Reynolds Mill Rd.	Penstock Ln.	0.11
Reynold Mill Phase 3B	Reezy Ln.	Penstock Ln.	Reezy Ln.	0.06
Reynold Mill Phase 3B	Forbes Rd.	Phase 1	Forbes Rd.	0.09
S. Forest Business Park	Unicon Dr.	Unicon Dr.	Unicon Dr.	0.07
St. Ives Phase 2	Capellan St.	Capellan St.	Phase 3	0.30
St. Ives Phase 2	Gironde Ct.	Capellan St.	Cul-de-sac	0.16
St. Ives Phase 2	Winkworth Way	Capellan St.	Cul-de-sac	0.05
St. Ives Phase 2	Deep Woods Trl.	Gironde Ct.	Cul-de-sac	0.06
St. Ives Phase 2	Lola Ln.	Capellan St.	End of Road	0.04
St. Ives Phase 2	Fortune Head Ln.	Capellan St.	Bishop Falls Rd.	0.09
St. Ives Phase 2	Bishop Falls Rd.	Phase 3	Cul-de-sac	0.12
Stone Mill Falls Phase 1A/1B	Stone Mill Falls Dr.	Stone Mill Falls Dr.	Phase 2	0.18
Stone Mill Falls Phase 1A/1B	Sunset Falls Dr.	Whispering Ridge Ct.	Cul-de-sac	0.12
Stone Mill Falls Phase 1A/1B	Pleasant Falls Ct.	Pleasant Falls Ct.	Sunset Falls Dr.	0.03
Stone Mill Falls Phase 1A/1B	Whispering Ridge Ct.	Whispering Ridge Ct.	Field Oak Dr.	0.11
Stone Mill Falls Phase 1A/1B	Field Oak Dr.	Field Oak Dr.	Majestic Oaks Subdivision	0.15

<u>SUBDIVISION</u>	<u>STREET NAME</u>	<u>BEG DESCRIPTION</u>	<u>END DESCRIPTION</u>	<u>LENGTH</u>
Tryon Phase 2 and 3	Dixon House Ct.	Copper Beech Ln.	Cul-de-sac	0.14
Tryon Phase 2 and 3	Cypress Glen Dr.	Dixon House Ct.	Phase 2	0.03
Tryon Phase 2 and 3	Latham Oaks Dr.	Dixon House Ct.	Phase 2	0.03
Tryon Phase 2 and 3	Trent River Ave.	Stanly House St.	Phase 3	0.16
Tryon Phase 2 and 3	Hay House Ave.	Begin Phase 1	Phase 3	0.10
Tryon Phase 2 and 3	Hawks Manor Ln.	Phase 1	Phase 3	0.14
Villas of Wake Forest	Blue Bird Ln	Ligon Mill	Cul de sac	0.53
Villas of Wake Forest	Pasture Walk Dr.	Beginning of Villas of Wake Forest	Blue Bird Ln.	0.06
Villas of Wake Forest	Winter Wren Cir.	Blue Bird Ln.	Blue Bird Ln.	0.16
			Total	6.70

Duly adopted this 21th day of June 2022.

TOWN OF WAKE FOREST

Mayor:

Vivian A. Jones,
Mayor

Approved as to form:

Hassan Kingsberry,
Town Attorney

ATTEST:

Terry Savary, CMC, Town Clerk

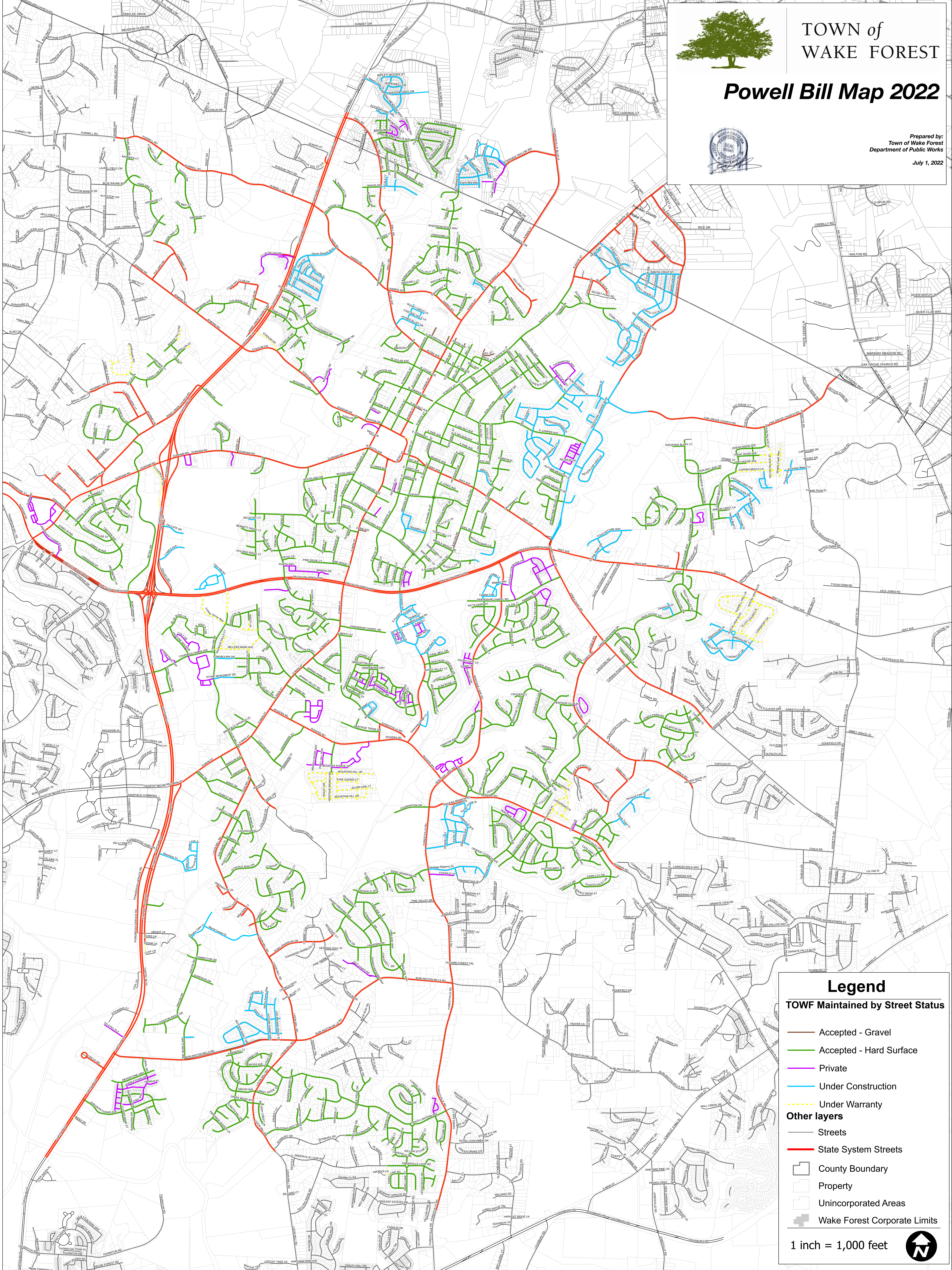


TOWN of WAKE FOREST

Powell Bill Map 2022



Prepared by:
Town of Wake Forest
Department of Public Works
July 1, 2022



Legend

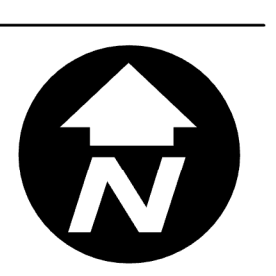
TOWF Maintained by Street Status

- Accepted - Gravel
- Accepted - Hard Surface
- Private
- Under Construction
- Under Warranty

Other layers

- Streets
- State System Streets
- County Boundary
- Property
- Unincorporated Areas
- Wake Forest Corporate Limits

1 inch = 1,000 feet





Board of Commissioners Agenda Item Report

Agenda Item No.: 2021-560-
Submitted by: Patrick Reidy
Submitting Department: Planning
Meeting Date: June 21, 2022

SUBJECT

2nd Reading of LEGISLATIVE ITEM TA-22-02 Text Amendment to the Unified Development Ordinance

Recommendation:

Item Summary:

ATTACHMENTS

- [TA-22-02 Summary.pdf](#)
- [TA-22-02 Staff Report.pdf](#)
- [TA-22-02 Ordinance.docx](#)
- [Attachment A - TA-22-02 Application.pdf](#)
- [Attachment B - Proposed Changes.pdf](#)
- [Attachment C - Plan Consistency Analysis.pdf](#)
- [Attachment D - Planning Board Recommendation.pdf](#)
- [Exhibit 1 - UDO Chapter 11.pdf](#)
- [Exhibit 2 - UDO Chapter 12.pdf](#)
- [Exhibit 3 - UDO Chapter 16.pdf](#)
- [Exhibit 4 - UDO Chapter 17.pdf](#)
- [Exhibit 5 - Consistency Statement.pdf](#)

Agenda Item: Second Reading of LEGISLATIVE ITEM TA-22-02 Text Amendment to the Unified Development Ordinance

Summary: A public comment session was held at the May 10, 2022, Planning Board meeting. The Planning Board voted 6-0 to find the request consistent with the Comprehensive Plan and recommend approval of the text amendment request with a condition to better define when Demolition by Neglect is applicable.

A public hearing was held at the June 7, 2022, Board of Commissioners meeting. The Board of Commissioners voted 5-0 to find the request consistent with the Comprehensive Plan.

State law removed the default criminal penalties and modified local governments' authority to enforce ordinances criminally, effective December 1, 2021. Chapter 16 includes criminal penalties as an option for enforcement and therefore must have a 2nd reading by the Board of Commissioners at their June 21, 2022 meeting before the Ordinance can become effective.

Attachments: TA-22-02 Staff Report
Ordinance
Attachment A: Application
Attachment B: Proposed Changes
Attachment C: Plan Consistency Analysis
Attachment D: Planning Board Recommendation
Exhibit 1: UDO Chapter 11
Exhibit 2: UDO Chapter 12
Exhibit 3: UDO Chapter 16
Exhibit 4: UDO Chapter 17
Exhibit 5: Consistency Statement



Staff Report

TA-22-02: Unified Development Ordinance Text Amendment

Meeting Date	June 7, 2022
Requested Actions	Consideration of the following items related to a Unified Development Ordinance (UDO) Text Amendment: 1. Plan Consistency Statement. 2. Amendment to Chapters 11, 12, 16, and 17 of the UDO.
Case Manager	Patrick Reidy, Senior Planner
Planning Board Recommendation	The Planning Board voted 6-0 to find the request consistent with the Comprehensive Plan and recommend approval of the text amendment request with a condition to better define when Demolition by Neglect is applicable.

PUBLIC INPUT MEETINGS

Public Comment Session	Public Hearing
May 10, 2022	June 7, 2022

CASE INFORMATION

Applicant	Town of Wake Forest 301 S Brooks Street Wake Forest, NC 27587
<i>See Attachment A for copy of the Application.</i>	

CASE SUMMARY

The UDO was adopted on July 16, 2013 and has been amended since by Town Planning staff. The UDO is a consolidated document which contains all the Town's regulations for zoning, development, subdivision, flood damage prevention, erosion and sedimentation control and storm water and is used during the development review process. There are three proposed amendments, including definitions: Murals, Flood Damage Prevention, and Enforcement.

PROPOSED CHANGES

Chapter	Section
Chapter 11	Section 11.8 Permanent Signage Standards The murals amendment is to allow murals within the Renaissance Area Historic Core (RA-HC) District. The Town of Wake Forest submitted and received a National Endowment of Arts grant for murals. While working on the design of a future mural, it was noted that Section 11.8 did not allow murals in the RA-HC District. This amendment would allow for murals to be located in the RA-HC under the current mural regulations.
Chapter 12	Section 12.4.1 Flood Damage Prevention – General Provisions Chapter 12.4 of the UDO is being amended to include additional statutory references per a recommendation of the State. The references are required to be added to the UDO by July 1, 2022.
Chapter 16	Replacing all of Chapter 16 - Violations & Penalties with Chapter 16 – Enforcement Chapter 16 of the UDO is being replaced in its entirety to create consistency between the different enforcement entities, align with fee amendments proposed in the FY23 budget, clarify the different levels of hearings and appeals, and add a citation reduction option for first time offenders who bring a violation into compliance.
Chapter 17	Section 17.4 Definitions Generally The definitions “Demolition by Neglect”, “Hardship Review Committee”, and “Mural” are being added to align with Chapter 11 and 16 amendments.
<i>See Attachment B for detailed Proposed Changes.</i>	

COMPREHENSIVE PLAN CONSISTENCY

Community Plan (2022)	The proposed request is generally consistent with the Community Plan.
Comprehensive Transportation Plan (2019)	The Comprehensive Transportation Plan is not applicable to the request.
Historic Preservation Plan (2012)	The Historic Preservation Plan is not applicable to the request.

Northeast Community Plan (2021)	The Northeast Community Plan is not applicable to the request.
Parks, Recreation, and Cultural Resources Master Plan (2015)	The Parks, Recreation, and Cultural Resources Master Plan is not applicable to the request.
Public Art Vision Plan (2009)	The proposed request is generally consistent with the Public Art Vision Plan.
Renaissance Plan (2017)	The proposed request is generally consistent with the Renaissance Plan.
<i>See Attachment C for detailed Plan Consistency Analysis and each adopted Plan for full policy guidance.</i>	

STAFF RECOMMENDATION

Staff recommends approval of the proposed amendments to the Unified Development Ordinance. The request is generally **Consistent** with the relevant policies in the Comprehensive Plan, and **Approval** of the text amendment request is reasonable and in the public interest.

ATTACHMENTS

- Attachment A: Application
- Attachment B: Proposed Changes
- Attachment C: Plan Consistency Analysis
- Attachment D: Planning Board Recommendation

EXHIBITS

- Exhibit 1: UDO Chapter 11
- Exhibit 2: UDO Chapter 12
- Exhibit 3: UDO Chapter 16
- Exhibit 4: UDO Chapter 17
- Exhibit 5: Consistency Statement

ORDINANCE 2022-XX

ORDINANCE AMENDING CHAPTERS 11, 12, 16, AND 17 OF THE UNIFIED DEVELOPMENT ORDINANCE

TA-22-02

WHEREAS, the application submitted by the Town of Wake Forest to amend the Unified Development Ordinance hereinafter described was duly filed with the Planning Department; and

WHEREAS, the Planning Board held a public comment session on May 10, 2022 and the Board of Commissioners held a public hearing on June 7, 2022; and

WHEREAS, at their June 7, 2022 meeting, the Board of Commissioners voted 5-0 to approve TA-22-02 and find the request consistent with the Comprehensive Plan; and

WHEREAS, pursuant to state law, the Board of Commissioners held a 2nd reading of the Ordinance on June 21, 2022 to adopt the criminal penalties in Chapter 16; and

WHEREAS, newspaper notice publications were carried out for the public hearing pursuant to G.S. § 160D-602 and the Unified Development Ordinance; and

WHEREAS, the Planning Board submitted its recommendation to the Board of Commissioners recommending approval of said application that was generally consistent with the Comprehensive Plan; and

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE TOWN OF WAKE FOREST:

Section 1: The Town of Wake Forest Unified Development Ordinance Chapters 11, 12, and 17 are hereby amended as identified in Exhibits 1, 2, and 4. Additions are shown as red underlined text and deletions are shown as red struck-through text.

Section 2: The Town of Wake Forest Unified Development Ordinance Chapter 16 is hereby amended as identified in Exhibit 3. Chapter 16 is being adopted as rewritten in Exhibit 3 and the current Chapter 16 is repealed.

Section 3: The Administrator is hereby authorized and directed to cause the said Official Unified Development Ordinance for the Town of Wake Forest, North Carolina, to be physically revised and amended to reflect the changes ordained by this Ordinance.

Section 4: After reviewing all the information presented, the Wake Forest Board of Commissioners find the text amendment request generally consistent with the Comprehensive Plan, and reasonable and in the public interest (Exhibit 5).

Section 5: All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed. If any section, paragraph, subdivision, clause or provision of this ordinance shall be adjudged invalid, such adjudication shall apply only to such section, paragraph, subdivision, clause or provision so adjudged and the remainder of the ordinance shall be deemed valid and effective.

Section 6: This ordinance shall be effective upon adoption and the second reading.

This the ____ day of _____ 2022.

TOWN OF WAKE FOREST

Mayor

ATTEST:

Town Clerk

APPROVED AS TO FORM:



UDO Amendment

idtPlans LLC

P.O. Box 13086 | Tucson, AZ 85732

P: (520) 319-0988 | F: (520) 319-1430 | E: info@idtplans.com

Project Overview

#756971

Project Title: UDO Text Amendment - Enforcement, Murals, and Flood Damage Prevention

Jurisdiction: Town of Wake Forest (Wake County)

Application Type: UDO Amendment

State: NC

Workflow: UDO Amendment - Planning Board

County: Wake

Checklist - Comprehensive Plan & UDO Amendment

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

[VIEW COMPREHENSIVE PLAN & UDO AMENDMENT
SUBMITTAL CHECKLIST](#)

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

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

Pre-Application Meeting

Has a pre-application conference been held?: Yes

This type of project requires a pre-application conference be completed prior to official submittal. Please return to the home screen and select **Pre-Application Conference** from the application type drop down list in order to schedule your required meeting.

Pre-Application Conference Date and Time: 02/01/2022 5:00 PM **Staff Member Met With:** Patrick Reidy

Project Tracking ID: TA-22-02

Project Contact - Applicant

Please enter all project contacts related to your application.

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

Project Contact - Applicant

Patrick Reidy

Town of Wake Forest

UDO Text Amendment

Description of Request: Text amendments for Chapters 11, 12, 16, and 17	Applicant Proposed Language: Text amendments for Chapters 11, 12, 16, and 17
Justification of Amendments: Update enforcement procedures and penalties, update mural regulations, and update flood damage prevention provisions	

UDO Section

Section Title

Staff Comment

1. Text proposed to be added to the UDO are shown with red, underlined text.

2. Text proposed to be removed from the UDO are shown with red, strikethrough text.

11.8

Permanent Signage Standards

1. The proposed text amendment adds the Renaissance Area Historic Core (RA-HC) District as a permitted zoning district where murals are allowed.

Sign Type	Conditions	Permitted Location	Maximum Area	Maximum Height	Permit Required	Maximum Number	Illumination
Gas Station Pricing	11.10.6	-	-	-	-	-	-
A. Canopy Signage	11.10.6	Canopy over Gas Pumps	1 sq ft per canopy linear foot	Cannot extend beyond canopy structure	Yes	1 per side facing street, alley, or parking area	Internal Only
B. Monument	11.10.6	Incorporated into allowable monument sign	16 sq ft for LED priced, or 25%, of allowable monument sign, whichever is greater	See 11.10.9	Yes	See 11.10.9	Internal Only
C. Wall Sign	11.10.6	See 11.10.17	16 sq ft	See 11.10.17	Yes	See 11.10.17	Internal Only
Governmental Signs	11.10.7	All Districts	n/a	n/a	No	n/a	Internal or External
Historic Identification Plaques	N/A	All Districts – on historic sites only.	4 sq ft per plaque	2 ft	No	One per historic site	External Only
Incidental Signs	11.10.8	All Districts	4 sq ft	4 ft	No	n/a	Internal or External
Legal & Warning Signs	11.10.9	All Districts	n/a	n/a	No	n/a	n/a
Monument Signs (Single-Use or Single Building Site)	11.10.10	OS, RD, GR3, GR5, GR10, UR	12 sq ft for non-residential uses	6 ft	Yes	1 per street frontage	Internal or External
		HB	70 sq ft	12 ft			
		NB, RMX, NMX	40 sq	10 ft			
		UMX, RA, HC	15 sq ft	6 ft			
		LI, HI	70 sq ft	10 ft			
		ICD	24 sq ft	7 ft		1 per public entrance & 1 per building for ICD	
Monument Signs (Multiple Non-Residential Buildings Site)	11.10.10	HB, NB, NMX, LI, HI, RMX, UMX, ICD	Option 1: 70 sq ft	Option 1: 12 ft	Yes	Option 1: 1 per street frontage	Internal or External
			Option 2: 32 sq ft	Option 2: 6 ft		Option 2: 1 per street frontage and 1 per outparcel	
Monument Signs (Residential)	11.10.10	All residential development	12 sq ft	n/a	Yes	See 11.10.11.B	External Only
Murals/Wall Art	11.10.11	HB, NB, NMX, LI, HI, <u>RA-HC</u> , RMX, UMX, ICD	n/a	n/a	Yes	n/a	External Only
Occupant/Street Number Signs	11.10.12	All Districts	2 sq ft	2 ft	No	n/a	Internal or External

UDO Section	Section Title	Staff Comment
12.4	Flood Damage Prevention	2. Chapter 12.4 of the UDO is being amended to include additional statutory references as required by the State.

12.4. Flood Damage Prevention

12.4.1. General Provisions

A. Authorization: The Legislature of the State of North Carolina has in Part 6, Article 21 of Chapter 143; Article 6 of Chapter 153A; Article 8 of Chapter 160A; and Article 7, 9, and 11 of Chapter 160D of the North Carolina General Statutes, delegated to the Town of Wake Forest the authority to adopt regulations designed to promote the public health, safety, and general welfare.

A.B. Applicability: This section shall apply to all Special Flood Hazard Areas within the jurisdiction, including Extra-Territorial Jurisdiction (ETJ), of the Town of Wake Forest.

B.C. Exemptions

1. All new residential construction and substantial residential improvements proposed on a parcel of land that has no buildable area outside the Special Flood Hazard Area (SFHA), and that was recorded prior to May 2, 2006 shall be permitted for development provided that all applicable provisions of this ordinance area met.
2. All subdivisions approved prior to May 2, 2006, shall be exempted from the requirements prohibiting the platting of lots located within the Special Flood Hazard Area, provided the subdivision complies with the requirements in place prior to May 2, 2006.

C.D. Establishment of Flood Hazard Areas

1. The Special Flood Hazard Areas and Future Conditions Flood Hazard Areas are those identified under the Cooperating Technical State (CTS) agreement between the State of North Carolina and FEMA in its Flood Insurance Study (FIS) and its accompanying Flood Insurance Rate Maps (FIRM) for Wake County and Franklin County dated July 19, 2022~~May 2, 2006~~ and April 16, 2013 ~~and updated Preliminary FIRM in March 2015 (anticipated to be adopted in 2020)~~ and their accompanying Digital Flood Insurance Rate Map Panels (~~1728~~, 1738, 1739, 1748, 1749, 1759, ~~1821~~, 1830, 1831, 1832, 1840, 1841, 1842, 1850 ~~and~~ 1851, 1852, 1860, and 1861), and any revisions thereto, including any digital data developed as part of the FIS, which are adopted by reference and declared to be part of this ordinance. The "Special Flood Hazard Areas" also include those defined through standard engineering analysis for private developments or by governmental agencies, but which have not yet been incorporated into the FIRM. Preliminary FIRM data may be ~~used~~ for design purposes, Conditional Letters of Map Revisions, and No-Rise analysis with concurrence of the Floodplain Administrator for the floodplain development permit. Letters of Map Change must be based on the most recently adopted effective model approved by FEMA.

UDO Section	Section Title	Staff Comment
	2. In addition, upon annexation to the Town of Wake Forest or inclusion in the Extra-Territorial Jurisdiction (ETJ), the Special Flood Hazard Areas identified by the Federal Emergency Management Agency (FEMA) and/or produced under the Cooperating Technical State agreement between the State of North Carolina and FEMA as stated above, for the unincorporated areas of Wake County and Franklin County, with accompanying maps and other supporting data are adopted by reference and declared to be part of this ordinance. 3. A professional evaluation shall be provided of the potential changes in the Special Flood Hazard Area elevation caused by the obstruction, encroachment, alteration, or relocation of areas identified to have flood hazard soils by Wake County with a total drainage area of more than 5 acres. <u>D.E.</u> General Development Restrictions: In general, no new development is allowed in the Special Flood Hazard Areas unless one or more of the following are met: 1. The property/use is exempted from this requirement as identified in Section <u>12.4.1.C</u>12.4.1.B; 2. The development is for roads, greenways, pedestrian crossings, park-related equipment, or public utilities and facilities such as wastewater, gas, electrical, and water systems that are located and constructed to minimize flood damage. Structures for pedestrian crossings (e.g., footbridges, etc.), playground equipment, and other similar items may be permitted if the applicant provides certification by a Professional Engineer, architect, or landscape architect that these encroachments will not result in an increase in flood levels during the base flood. <u>E.F.</u> Warning and Disclaimer of Liability: The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering consideration. Floods larger than those considered by this ordinance can and will occur on rare occasions. Actual flood heights may be increased by man-made or natural causes. This ordinance does not imply that land outside the Special Flood Hazard Areas or uses permitted within such areas will be free from flooding or flood damages. This ordinance shall not create liability on the part of the Town of Wake Forest or by any officer or employee thereof for any flood damages that result from reliance on this ordinance or any administrative decision lawfully made hereunder. <u>F.G.</u> Definitions: Definitions specific to the application and administration of the provisions for flood damage reduction in this section shall be indicated as such in Chapter 17 with the parenthetical note “(<i>Floodplain Development</i>)”. All other terms in this section shall be defined according to their standard definition in Chapter 17, or if not listed, shall have their everyday meaning as determined by their dictionary definition.	

UDO Section	Section Title	Staff Comment
16	Violation and Penalties	3. The entirety of Chapter 16 is being replaced and will be titled "Enforcement". See Exhibit 3 for the entirety of the proposed Chapter 16.
17.4	Definitions Generally	4. The proposed text amendment adds definitions for "Demolition of Neglect", "Hardship Review Committee", and "Mural".
<u>DEMOLITION BY NEGLECT</u> The failure by the owner or other responsible person with legal control of any building or structure that is a designated historic landmark or within a locally designated historic district (including walls, fences, light fixtures, steps, pavement, paths, outdoor signs, or any other appurtenant feature), to keep the building or structure free of decay, deterioration, and structural defects to such a degree that the structural integrity or habitability of the structure may be threatened. Demolition by neglect shall also include the failure of such owner, or other responsible person to repair, upon written notice of violation of this Ordinance by the Town, such exterior features as are found to be deteriorating, or to correct any condition contributing to deterioration, including but not limited to the following defects: • <u>Deterioration of exterior walls, foundations, or other vertical supports that cause leaning, sagging, splitting, listing, or buckling.</u> • <u>Deterioration of flooring or floor supports, roofs, or other horizontal members that cause leaning, sagging, splitting, listing, or buckling.</u> • <u>Deterioration of external chimneys causing leaning, sagging, splitting, listing, or buckling.</u> • <u>Deterioration or crumbling of exterior plasters or mortars.</u> • <u>Ineffective waterproofing of exterior walls, roofs, and foundations, including broken windows or doors.</u> • <u>Defective protection or lack of weather protection for exterior wall and roof coverings, including lack of paint, or weathering due to lack of paint and/or other protective coverings.</u> • <u>Rotting, holes, and other forms of decay.</u> • <u>Deterioration of exterior stairs, porches, handrails, window and door frames, cornices, entablatures, wall facings, and architectural details that causes delamination, instability, loss of shape and form, or crumbling.</u> • <u>Heaving, subsidence, or cracking of sidewalks, steps, or pathways.</u> • <u>Deterioration of fences, gates, and/or accessory structures.</u> • <u>Deterioration of any exterior feature so as to create, or permit the creation of, any hazardous or unsafe conditions to life, health, or other property.</u> <u>MURAL</u> A painting or other work of art executed directly or affixed to an exterior wall. <u>HARDSHIP REVIEW COMMITTEE (HRC)</u> A committee comprised of the Finance Director, the Assistant Planning Director, and the Inspections Director or their designees. The HRC shall review claims of undue economic hardship when a Demolition by Neglect violation occurs as outlined in Section 16.4.1.F.		

Community Plan Consistency Grid				
POLICIES FOR AFFORDABLE HOUSING		YES	NO	NA
AH-1	Implement Affordable Housing Plan			
POLICIES FOR RESIDENTIAL CHARACTER		YES	NO	NA
RC-1	Encourage single-family attached and multifamily development to incorporate varied building frontages and rooflines, front porches, front yards, and balconies to provide visual interest and complement the scale and character of surrounding single-family neighborhoods			
RC-2	Setbacks of infill development should match the existing context as much as possible as uniform setbacks can help foster a pedestrian-friendly environment			
RC-3	Promote higher density infill and redevelopment within older established neighborhoods to provide greater housing choices while matching the scale and character of existing properties			
RC-4	Promote higher density housing along key corridors and surrounding activity centers. This includes near areas designated in the Land Use Plan as Commercial Corridor; Neighborhood Commercial; Light Industrial; and Office, Civic, and Institutional			
RC-5	For larger scale planned subdivisions that provide a mix of housing types, work with private developers to locate lower density housing near existing single-family detached neighborhoods to create appropriate transitions and preserve the character of established neighborhoods			
RC-6	Consider requiring a minimum percentage of housing types in new neighborhood developments to increase housing diversity and affordability (e.g. at least 20% duplexes/townhomes)			
RC-7	Review and update the UDO to align with residential character recommendations within this Community Plan			
POLICIES FOR SENIOR HOUSING		YES	NO	NA
SH-1	Promote senior housing within a quarter mile of transit stops, Downtown, shopping areas, parks, and recreational facilities			
SH-2	Encourage smaller lot, single-story housing types for seniors that are ADA accessible			
SH-3	Encourage age-targeted cooperative housing types for community-oriented senior living, such as co-housing and cottage home courts			
SH-4	Promote the development of continuing care retirement communities (CCRC), or life plan communities, which offer distinct types of housing and care levels based on a senior's needs			
SH-5	Encourage developers of age-targeted housing to include amenities attractive to seniors, such as front porches, back patios, walking paths, and outdoor sports facilities, and activated gathering spaces			
POLICIES FOR COMMERCIAL DEVELOPMENT		YES	NO	NA
CD-1	Enhance established commercial areas by incentivizing redevelopment and/or renovation of existing businesses.			
CD-2	Support small, local businesses within commercial centers to support unique shopping options within Wake Forest			
CD-3	Establish architectural design standards for commercial building facades that promote quality design while allowing for flexibility that encourages creative design			
CD-4	Promote multi-story structures within Commercial Corridor and Neighborhood Commercial areas at appropriate scales that offer residential or office above ground-floor commercial			
CD-5	Encourage pedestrian-oriented shopping environments with sidewalks, attractive storefronts, and buildings facing each other to create a sense of enclosure			
CD-6	Encourage the incorporation of pedestrian/bicyclist/transit-oriented areas in large-scale shopping centers that provide outdoor seating and gathering areas, bicycle parking stations, and access to transit services			
CD-7	Promote cross-access and pedestrian pathways between adjacent parking lots and leading to buildings to promote well-connected, cohesive shopping areas			
CD-8	Encourage the consolidation of commercial driveways onto major streets to reduce traffic conflicts			
CD-9	Require "360 degree architecture" (high quality architecture on all sides of the building as opposed to just the front-facing façade), including well-designed or screened service areas			
CD-10	Encourage businesses to replace existing, non-conforming signage with attractive signage that meets Town standards			
CD-11	Promote outparcel development to improve the character along primary roadways and break up views of large parking lots			
CD-12	Review and update the UDO, including the US 1 Special Highway Overlay (SH1-O) and Dr Calvin Jones Highway Overlay (SH2-O) districts, to align with commercial development recommendations within this Community Plan			
CD-13	Support accessory commercial units (ACUs) that allow the ground floor of residential properties or an accessory structure facing the street to contain a commercial use beneficial to the surrounding neighborhood			
CD-14	Establish block standards for commercial areas to break up large tracts into more human scale pieces with streets or street-like features within the development			

POLICIES FOR MINORITY & WOMEN-OWNED BUSINESSES		YES	NO	NA
MWOB-1	Work with organizations, such as the Chamber and the Black Business Alliance, to expand diversity, equity, and inclusion programs that are supported with grassroots community engagement			
MWOB-2	Explore successful programs for supporting minority and women-owned businesses in surrounding communities to implement in Wake Forest			
MWOB-3	Explore regional, state, and federal grants available for minority and women businesses, such as grants from the National Institute of Economic Development and Carolina Community Impact			
MWOB-4	Support informational sessions and/or provide educational resources to employers on how they can establish equitable work environments and policies within their businesses			
POLICIES FOR SETBACKS		YES	NO	NA
SB-1	Incentivize businesses to situate new buildings at or near the property line to improve walkability, such as by requiring more landscaping if parking lots are located in front of buildings rather than to the rear/side			
SB-2	Promote consistency in setbacks within commercial and residential areas to form desirable continuity in the streetwall, or the facades of buildings facing the street			
SB-3	Encourage outparcel development with 360 architecture to "hold the corner" of commercial corridor development			
SB-4	Ensure adequate setbacks of industrial or other high intensity uses to reduce potential sound or visual impacts on adjacent lower intensity uses			
SB-5	Allow for flexibly in setbacks in Downtown where existing conditions prevent a consistent streetwall, while maintaining a close interface with the street (e.g., utility, landscaping, and/or topography challenges)			
POLICIES FOR PARKING LOTS		YES	NO	NA
PL-1	For existing front-loaded surface parking lots, encourage property owners to improve their character with perimeter and interior landscaping, and/or decorative walls and fencing			
PL-2	Require off-street parking to be located to the side or rear of the primary building			
PL-3	Encourage shared parking agreements where neighboring uses with different peak parking demand times can use the same parking lot, reducing the need for additional parking lots			
PL-4	Reevaluate minimum parking standards and consider implementing maximum parking standards to reduce excessive requirements			
PL-5	Monitor parking supply and strategically encourage structured or underground parking in higher density areas if needed, such as in Downtown, TOD, and activity center areas, to reduce the amount of land dedicated to surface parking			
PL-6	Consider offering incentives for structured parking, such as density bonuses, allowable lot coverage increases, and height limit increases.			
PL-7	Encourage the integration of structured parking into multifamily buildings to minimize surface parking lots			
PL-8	Encourage North Carolina Department of Environmental Quality's (NCDEQ) Stormwater Nitrogen and Phosphorus (SNAP) nutrient-reducing practices, such as permeable surfaces, that allow water infiltration in parking lots to improve stormwater drainage and water quality			
PL-9	Encourage the provision of pedestrian walkways in parking lots to enhance connectivity and safety to businesses			
POLICIES FOR SCREENING & BUFFERING		YES	NO	NA
SB-1	Ensure sufficient screening and buffering of industrial and commercial uses next to residential uses to minimize potential adverse impacts, such as in the Unicon Drive area			
SB-2	Encourage new development to preserve existing wooded areas along the perimeter of sites to provide natural buffering			
SB-3	Encourage screening of utility, loading, outdoor storage, and trash disposal areas that are visible from the right-of-way and adjacent development			
SB-4	Promote the use of setbacks for walls and fences that allow for plantings between the property line and the right-of-way and adjacent development			

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

		YES	NO	NA
POLICIES FOR HISTORIC PRESERVATION				
HP-1	Work with the Historic Preservation Commission (HPC) and the Planning Department to continue to implement the 2019 Historic Property Handbook and Design Standards and continue to preserve existing and new historic landmarks			
HP-2	Continue to enforce the Historic Preservation Ordinance for the Wake Forest Local Historic District and local historic landmarks			
HP-3	Promote State and Federal Tax Incentives for qualified rehabilitation projects for properties listed individually or as contributing historic properties in the National Register of Historic Places			
HP-4	Ensure development surrounding and within historic districts is sensitive to the historic context of the neighborhood			
HP-5	Encourage adaptive reuse, restoration, and repurposing of historic structures to preserve Wake Forest's history			
HP-6	Continue to enforce the Demolition of Historic Structures Ordinance for the protection of all historic properties in Wake Forest			
HP-7	Investigate the adoption of new local historic districts or character historic overlay districts to preserve Wake Forest's historic character			
POLICIES FOR COMMUNITY FACILITIES				
CF-1	Expand Town facilities concurrently with new growth			
CF-2	Annually review the Town's Work Management Plan, Staffing, and Budget section to reflect current needs and priorities			
CF-3	Work with the Wake Forest Parks, Recreation, and Cultural Resources Department to identify strategies to close gaps in park service areas, such as west of Capital Boulevard and the southern and eastern portion of Town			
CF-4	Work with the Wake Forest Parks, Recreation, and Cultural Resources Department to expand equity in the quality of public park facilities and programming			
CF-5	Explore green infrastructure options that also beautify spaces, like bioswales and planters			
CF-6	Continue to work with regional educational entities to provide support as they seek new facility locations or expansion with growth			
CF-7	Coordinate with regional educational entities to ensure increased equity in educational facilities across the community			
CF-8	Coordinate with the Police and Fire Departments to ensure response times are sufficient for all areas of town with growth			
CF-9	Consider emerging best practices for community safety, such as mental health crisis response teams			
CF-10	Promote and incorporate sustainable building practices into community facilities, setting a precedent for private developers to implement			
CF-11	Coordinate with regional healthcare providers to explore opportunities to locate a full service hospital or regional medical facilities in the Town			
CF-12	Evaluate existing streets and explore UDO updates to address traffic congestion, traffic speed, reduce collisions, and improve safety conditions for all modes of transportation			
CF-13	Regularly update the Town Pavement Management System program			
POLICIES FOR PUBLIC TRANSIT				
PT-1	Continue to work with transit partners to consider more frequent service and route network expansions to key locations to improve rider experience and attract more usage of mass transit			
PT-2	Coordinate with property owners, private developers, and transit partners to set aside land for transit stops at appropriate locations. The Town should obtain a transit easement for these locations and construct and maintain quality bus shelter infrastructure			
PT-3	Work with GoRaleigh and GoTriangle to construct smart bus shelters, or sustainable shelters that incorporate elements like interactive screens with live timetables, smart lighting, solar panels, and bike lock stations			
PT-4	Explore incorporating public art into bus shelters			
PT-5	Continue to evaluate and coordinate Park and Ride locations with transit partners			
PT-6	Explore best long term transit options such as fixed or microtransit			
POLICIES FOR CAPITAL BOULEVARD				
CB-1	Continue to work closely with NCDOT to implement the project and promote commercial growth in accordance with the Land Use Plan			
CB-2	Continue advocating for improvements along the corridor to assist in improving the quality of life for Wake Forest residents, businesses, and property owners			

		YES	NO	NA
POLICIES FOR STREET CONNECTIVITY		YES	NO	NA
SC-1	Promote short blocks of less than 600 linear feet between intersections of local roads to improve walkability			
SC-2	Avoid dead-ends, cul-de-sacs, and T-intersections in places where four-way intersections can be aligned			
SC-3	Study the appropriateness of traffic circles at four-way intersections to ease congestion and improve safety			
POLICIES FOR SIDEWALKS & MULTI-USE PATHS		YES	NO	NA
SP-1	Update the CTP to include an inventory of sidewalks in addition to multi-use paths and establish project priorities, private-public funding, and time frames for closing gaps in the network			
SP-2	Update the CTP to identify priority areas for high visibility crosswalks, bulb outs, refuge islands, rectangular rapid flashing beacons, and other pedestrian improvements			
SP-3	Work with Public Works to identify crosswalk ramps that are not ADA compliant and prioritize upgrades			
SP-4	In coordination with roadway improvements, upgrade aging sidewalks or install new sidewalks if none exist			
SP-5	Promote sidewalk, multi-use path, or trail connectivity between residential subdivisions and nonresidential development to improve pedestrian and bicycle connectivity			
SP-6	Continue to ensure all new residential development provides sidewalks on both sides of the street			
SP-7	Encourage multi-use paths to be provided along the main road in developments			
SP-8	Ensure multifamily and commercial developments include strong pedestrian networks within and between their sites			
POLICIES FOR BIKEWAYS, GREENWAYS & TRAILS		YES	NO	NA
BGT-1	Identify trail head locations as the greenway and trail network continues to expand			
BGT-2	Explore opportunities along greenways to add amenities (i.e. water fountains, seating /rest areas, pocket parks, public art, and fix it stations) and programming with the Parks, Recreation, and Cultural Resources Department or other organizations like StoryWalks			
BGT-3	Encourage development along greenways to incorporate greenway access into the site, particularly for uses attractive to trail users (i.e. restaurant, cafes, and bars)			
POLICIES FOR LOCAL FOOD SYSTEMS		YES	NO	NA
LFS-1	Continue to support the Northern Community Food Security Team and together explore other locations for community food hubs within the Town			
LFS-2	Partner with local food cooperatives and regional food networks, such as the Capital Area Food Network, to address food insecurity in the community			
LFS-3	Encourage regenerative practices, such as use of organic fertilizers, crop rotation, and crop variation for healthy soil			
LFS-4	Conduct a meal gap survey to better assess the immediate and long term needs in the community			
LFS-5	Evaluate the economic impact of local food systems in the community to encourage localized marketplaces for food producers			
LFS-6	Explore updates to the UDO that would promote urban agriculture and repurposing of vacant or underutilized lots for such uses			
POLICIES FOR CONSERVATION DESIGN		YES	NO	NA
CD-1	Encourage conservation design in the UDO's subdivision development regulations, particularly for areas within watershed protection areas			
CD-2	Explore incentives for promoting conservation design, such as density bonuses to allow for comparable number of housing units but greater preserved green space within the site			
CD-3	Encourage developers to enhance preserved green spaces as accessible amenities for residents, such as trails and outdoor seating			
POLICIES FOR GREEN SPACE PRESERVATION		YES	NO	NA
GSP-1	Prioritize higher density redevelopment and infill development within already developed areas to avoid premature development in long term growth areas and reduce greenfield development			
GSP-2	Work with private developers to preserve significant natural assets within sites, such as streams, steep slopes, unique geological formations, wetlands, and mature stands of trees, which can be incorporated as development amenities			
GSP-3	Continue to identify and strategically acquire environmentally sensitive land to preserve as dedicated conservation areas and publicly accessible open space			
GSP-4	Explore incentives to promote conservation design in future development, such as density bonuses, to promote clusters of taller structures that preserve natural areas of the site			
GSP-5	Explore strategies to further promote green space preservation within the updated UDO, such as increasing set aside requirements, and evaluate what is credited as open space			
GSP-6	Explore strategies to further protect wildlife and environmentally sensitive areas in the UDO			

		YES	NO	NA
POLICIES FOR TREE CANOPY		YES	NO	NA
TC-1	Continue to support the Town in administering the Urban Forestry Program and planting, preserving, and maintaining trees on public properties and rights-of-way			
TC-2	Explore updates to the UDO that could further promote tree preservation and replacement in new developments			
TC-3	Review existing incentives and consider additional incentives for private developers to promote tree preservation above what is required by the UDO			
TC-4	Explore ways to increase the number of trees required in parking lots during the update to the UDO, such as requiring an island every 20 parking spaces or decreasing the minimum distance a parking space can be from a tree			
TC-5	Ensure public and private tree plantings and xeriscaping are made up of native plant species that are adapted to local environmental conditions and require less irrigation			
TC-6	Coordinate efforts to influence State regulations related to the expansion of tree preservation standards			
POLICIES FOR SUSTAINABLE DEVELOPMENT		YES	NO	NA
SD-1	Encourage private developers to incorporate green building, LID, and green infrastructure practices in future developments			
SD-2	Incorporate green infrastructure into public streetscapes, prioritizing pedestrian-oriented areas like Downtown, TOD, and Neighborhood Commercial areas			
SD-3	Continue to incorporate sustainable design best practices into Town-owned infrastructure and community facilities, striving to incorporate LEED practices into future facilities			
SD-4	Use the Environmental Protection Agency's (EPA) "Revising Local Codes to Facilitate Low Impact Development" guide to help identify regulations within the UDO that discourage LID practices			
SD-5	Evaluate potential rainwater collection programs and composting programs			
SD-6	Explore an incentive program to encourage development to provide stormwater when lots are exempt from stormwater requirements			
SD-7	Update the Manual of Specifications, Standards and Design to reference green infrastructure design			
SD-8	Explore decommissioned rights-of-way as potential stormwater routes			
SD-9	Support the use of attractive, safe, and sustainable street furniture and infrastructure, such as solar streetlights, and LED traffic lights			
SD-10	Expand the electric vehicle (EV) charging network by requiring the installation of charging stations, or the infrastructure needed to accommodate future charging stations, in all new parking lots, especially parking lots of multifamily and large scale developments, and increasing supply of public charging stations			
SD-11	Promote adaptive reuse over redevelopment for structures that are structurally sound, feature desirable built form, and/or are historically significant. This includes creating an online inventory of buildings available for adaptive reuse			
SD-12	Investigate developing a solar energy ordinance and enrolling in the SolSmart program, a national designation program funded by the US Department of Energy charged with making solar power faster, easier, and more affordable			
SD-13	Explore ways to incentivize renewable energy and passive solar design in the Town's development standards. SolSmart's Solar Energy Toolkit can be used as resource for better promoting solar panels within the code			
SD-14	Continue partnership with Raleigh to encourage homeowners to incorporate practices for water conservation			
POLICIES FOR TOURISM		YES	NO	NA
T-1	Grow the Town's art community and reputation as a regional arts destination with a Downtown focus			
T-2	Explore the potential of constructing a recreational destination facility with a regional draw			
T-3	Develop annual Tourism Economic Impact Reports to help quantify progress made in Wake Forest's tourism sector and identify trends, issues, and opportunities that can help Town staff prioritize future investments			
T-4	Support the Wake Forest Area Chamber to create and market a local visitor's center as a public resource hub for the Town's attractions, events, and businesses for visitors			
T-5	Leverage Wake County's Room Occupancy Tax to build, finance, and create new establishments or run events related to tourism, allowing the Town to capitalize on its success in drawing hotel occupants			
T-6	Create a community-wide wayfinding plan to improve sense of place and signage that directs visitors and residents to Town destinations			
T-7	Continue to support Wake Forest Downtown Inc. (a Main Street America accredited program) in meeting the National Accreditation Standards of Performance as outlined by the National Main Street Center			
T-8	Continue to participate in the NC Main to Main Trail program, a network that connects the State's Main Street America communities, and leverage this designation in the Town's marketing strategy			
T-9	Investigate hiring consultants to provide a comprehensive evaluation of Town events and provide recommendations for improved programs			
T-10	Explore the creation of a social district, where customers can carry and consume food and drinks purchased from businesses outside in a designated zone			
POLICIES FOR GATEWAYS		YES	NO	NA
GW-1	Create a Gateway Plan to identify and prioritize sites for gateway features and establish design standards. Ensure the Plan works in synergy with the Town's Wayfinding Plan.			
GW-2	Improve roadway infrastructure along key gateway routes to enhance their character and multimodal connectivity.			

POLICIES FOR DOWNTOWN WAKE FOREST		YES	NO	NA
DWF-1	Evaluate existing zoning regulations around density in appropriate locations to balance Downtown's development potential with preserving its historic character			
DWF-2	Identify strategies to fill vacant buildings Downtown that promote an entrepreneurial and small-business culture			
DWF-3	Identify strategies to attract families and younger populations to Downtown with inviting public spaces, entertainment, and destinations for all ages			
DWF-4	Provide guidelines for how buildings should be orientated to support pedestrian-friendly environments			
DWF-5	Reassess parking demand and supply with consideration for a new parking garage(s) to minimize surface parking lots			
DWF-6	Identify strategies to create an "experience-based" Downtown retail environment with unique local businesses and a pedestrian-oriented environment			
DWF-7	Reassess strategies to improve gateways and wayfinding to and within Downtown to better direct people and create a distinct sense of place			
DWF-8	Identify opportunities for Downtown events and public gathering spaces to bring the community together, such as live outdoor events and festivals			

Public Arts Plan Consistency Grid

POLICIES FOR PUBLIC ARTS IMPLEMENTATION		YES	NO	NA
PAI-1	Liason and consult with municipal agencies and departments			
PAI-2	Commission original works of public art			
PAI-3	Acquire public art			
PAI-4	Document all accession, deaccession, loans, or donations of public art			
PAI-5	Provide technical feasibility for public art			
PAI-6	Ensure public art commissioned by the Town is owned by the Town			
PAI-7	Ensure the deaccession of public art is handled with cautious, deliberate and scrupulous standards			
PAI-8	Ensure public art emphasizes placemaking with safety, security, maintenance, accessibility, context, departmental support and community support in mind			
PAI-9	Actively engage an artist when undertaking Town capital projects and encourage private developers to include either an artist on the design team or works of art with public access within the development			
PAI-10	Explore incentives for public art such as tax credits, covering maintenance costs and payment-in-lieu to locate artwork on an alternative site			
PAI-11	Consider easements for public art			
PAI-12	Ensure adequate maintenance is performed on public art			
PAI-13	Avoid conflicts of interest in the selection of a project site, finalist or artist			

Renaissance Plan Consistency Grid				
POLICIES FOR SUCCESSFUL DOWNTOWNS		YES	NO	NA
SD-1	Maintain and develop short blocks and a dense street network for enhanced walkability and increased connectivity			
SD-2	Provide ample on-street parking to support retail and act as an inherent traffic calming element			
SD-3	Ensure continuous building facade frontages along streets to keep pedestrians and bicyclists interested while traveling along the street			
SD-4	Balance the ratio of building height to street width to achieve a comfortable public realm			
SD-5	Provide and program a diversity of high quality public spaces			
SD-6	Manage parking with thoughtful consideration of location and actual need over the quantity of spaces			
SD-7	Provide active and engaging ground floor uses for downtown buildings			
SD-8	Work with businesses to encourage their hours of operation(s) go beyond 5 PM			
SD-9	Provide ample ambient lighting for both safety and interest			
SD-10	Locate restaurants in close proximity to one another to effectively concentrate a variety of options for visitors			
SD-11	Attract businesses and other uses that provide daytime employment			
SD-12	Provide high-end commercial activity			
SD-13	Increase the amount of pedestrian activity			
SD-14	Provide adequate accessibility and wayfinding for pedestrians			
SD-15	Ensure new building heights are between 2 and 4 stories			
SD-16	Ensure development is easily accessible to transit to accommodate higher volumes of users without adding pressure on parking			
SD-17	Provide dynamic activity with a mixture of sidewalk displays, outdoor dining, creative signage, diverse public spaces, and enticing window shopping			
SD-18	Incorporate unique and enticing human-scaled design features into new development			
SD-19	Attract diverse residential and employment centers within a 5 to 10-minute walk of downtown			
SD-20	Streets shall accommodate two-way, multi-modal traffic with on-street parking, street trees and furnishings			
POLICIES FOR RETAIL STRATEGY		YES	NO	NA
RS-1	Locate Retail Merchandising Units (RMUs) on sites slated, but not ready for redevelopment			
RS-2	Convene stakeholders to generate strategies for marketing downtown and facilitating new retail			
RS-3	Work to attract visitation from nearby neighborhoods/subdivisions			
RS-4	Require active ground floor uses based on the existing character and realistic aspirations for particular streets or areas			
RS-5	Make more efficient use of existing resources and condition motorists to consider parking spaces a little further than directly by their destination			
POLICIES FOR CONNECTIVITY TO THE CORE		YES	NO	NA
CC-1	Build on the identified centers of energy and ensure multi-modal connectivity between them			
CC-2	Transform Owen Street into a festival street that connects the retail core to the civic core with a unique urban experience			
CC-3	Build the Downtown Connection greenway and add a connection from Deacon Ridge Street to Franklin Street at mid-block			
CC-4	Fill any identified gaps in the sidewalk network and construct new sidewalks where suggested			
CC-5	Continue to complete streetscape improvements throughout the Renaissance Area prioritizing those that improve safety			

Renaissance Plan Consistency Grid				
POLICIES FOR MANAGING CARS		YES	NO	NA
MC-1	Enforce timed parking spaces to create more frequent turnover and availability of those parking spaces			
MC-2	Where feasible, consolidate driveway entrances and reduce curb cuts			
MC-3	Add parking spaces along Taylor Street behind Town Hall			
MC-4	Coordinate shared parking strategies with private lot owners to more efficiently utilize parking facilities			
MC-5	Install signage for private lots with shared parking agreements			
MC-6	Investigate the use of the Wake Forest Baptist Church lots for downtown employee parking so that parking spots closer to retail can be used by visitors			
MC-7	Add a pay station to the White Street public parking lot if site continues to be used as public parking area			
MC-8	Meter White Street parking spaces once enforcement of time limits is implemented			
MC-9	Over time, increase public transportation access as well as parking fees for metered spots and public lots			
MC-10	Build a public parking deck to serve a specialized development, and potentially, nearby uses			
POLICIES FOR CREATING A DESTINATION		YES	NO	NA
CD-1	Connect public gathering spaces, so there is a safe, enjoyable journey between them			
CD-2	Identify and implement an interactive civic space in downtown Wake Forest that attracts families through play and water			
CD-3	Develop a community art master plan which identifies opportunities for building murals, sculptures and other forms of creative thinking			
CD-4	Hire an event coordinator to manage, promote and execute Town related activities/festivals			
POLICIES FOR PUTTING PEOPLE FIRST		YES	NO	NA
PPF-1	Implement small-scale tactical improvements to the downtown area, such as parklets, temporary art installations, closed street events, and temporary seating or dining areas.			
PPF-2	Test outdoor dining at The Forks to add outdoor vibrancy and encourage pedestrian activity on Elm Avenue			
PPF-3	Restripe Elm Avenue to include bike lanes to give the east side a dedicated bicycle facility connecting them to downtown			
PPF-4	Install a temporary parklet in the loading zone; upon evaluation of its success, consider enhanced permanent features for the space			
PPF-5	Transform the intersection of Roosevelt Avenue and Front Street into a prominent gateway to downtown Wake Forest			
PPF-6	Transform the pedestrian pathway across the rail line into an art walk to downtown Wake Forest			
PPF-7	Use interesting lighting techniques to make the bridge an iconic and memorable feature of downtown			
PPF-8	Encourage the revitalization of 153 South White Street through strategic renovations			
PPF-9	Create a master list of opportunities and seek civic organizations to partner with in order to test a range of opportunities using tactical techniques			
PPF-10	Layer the downtown environment incrementally with additional furnishings, lighting and landscaping			
PPF-11	Research best practices in public Wi-Fi program implementation and management and subsequently implement public Wi-Fi in the Renaissance Area			
PPF-12	Add ideal spatial enclosure ratios to the Unified Development Ordinance			
PPF-13	Amend the Unified Development Ordinance to better achieve ideal building heights			
PPF-14	Amend the existing Required Shopfront Overlay District to include additional frontages			

Renaissance Plan Consistency Grid				
POLICIES FOR DEVELOPMENT AND REDEVELOPMENT OPPORTUNITIES		YES	NO	NA
DRDO-1	Connect the Northeast Community with downtown through a transitional redevelopment area comprised of new mixed-use infill development, renovated buildings, multi-family housing, single-family housing, and walkable street block sizes			
DRDO-2	Encourage the renovation and adaptive reuse of the garage building on Roosevelt Avenue			
DRDO-3	Transform the public and private realm of Wait Avenue and Roosevelt Avenue with redevelopment, adaptive reuse of older buildings, and new mixed-use infill development			
DRDO-4	Close a portion of Wait Avenue and consolidate the block to better accommodate a cohesive redevelopment and contribute in a positive way to downtown			
DRDO-5	Encourage infill and redevelopment along Owen Avenue to serve as a catalytic project that would add vibrancy to a key intersection in the historic core			
DRDO-6	Encourage infill development on vacant and underutilized lots on White Street to maintain a consistent and attractive street edge			
DRDO-7	Explore development and redevelopment of large parcels of land along South White Street, south of Elm Avenue, with primary focus on a mix of multi-family over retail, townhomes and civic buildings			
DRDO-8	Connect the Senior Center to downtown via Brooks Street and ensure that the public streetscape and the frontages of private development contribute to a highly walkable street			
DRDO-9	Replace some of the unsightly and underperforming parking lot area in front of the Renaissance Center with new, mixed-use outparcel development			
DRDO-10	Encourage new mixed-use, infill development and redevelopment of areas around the intersection of Elm Avenue and S. White Street			
POLICIES FOR IMPLEMENTATION STRATEGIES		YES	NO	NA
IS-1	Promote more frequent, smaller events in downtown that are more seasonally predictable and recurring			
IS-2	Attract a broad array of user groups, specifically children and college students, to downtown through strategic programming			



TOWN of WAKE FOREST

Report Requirements:

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

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

GENERAL INFORMATION

Applicant: Town of Wake Forest

Owner: N/A

Requested Action: Amendment to Chapters 11, 12, 16, and 17 of the UDO.

Existing Zoning: N/A

Location: N/A

Size: N/A

Tax PINs: N/A

Existing Land Use: N/A

Applicable Officially Adopted Plans:

The request is generally Consistent with the relevant policies in the Comprehensive Plan, and Approval of the zoning map and zoning overlay map request is reasonable and in the public interest. See Attachment C for a detailed Plan Consistency Analysis.

This report reflects the recommendation of the Planning Board, this the 10th day of May 2022.

Introduced by Planning Board member:

JOYNER

Seconded by Planning Board member:

BAULMAN

Attest:


Joe Kimray
Planning Board Chair


Courtney Tanner
Planning Director

11.8 PERMANENT SIGNAGE STANDARDS

Sign Type	Conditions	Permitted Location	Max. Area	Maximum Height	Permit Required	Max. Number	Illumination
Address / Tenant Identification Signs	11.10.1	All Districts	1 sq ft per tenant, owner, location or business	n/a	No	1 per tenant	n/a
Awning / Canopy Signs	11.10.2	All Businesses except Home Occupations	50% of the awning area	n/a	Yes	n/a	External Only
Directional Signs	11.10.3	All commercial projects	4 sq ft per face	3 ft	Yes	Max of 2 signs per entrance or exit	Internal or External
Drive-Thru Menu Boards	11.10.4	NB, HB, RA-HC, NMX, UMX, PUD	40 sq ft per lane	6 ft	Yes	2 per drive-thru lane	Internal Only
Electronic Message Boards	11.10.5	HB, NB	Shall not comprise more than 25% of the primary sign area	See 11.10.11	Yes	One per sign	See 11.10.11
Gas Station Pricing	11.10.6	-	-	-	-	-	-
Canopy Signage	11.10.6	Canopy over Gas Pumps	1 sq ft per canopy linear foot	Cannot extend beyond canopy structure	Yes	1 per side facing street, alley, or parking area	Internal Only
Monument	11.10.6	Incorporated into allowable monument sign	16 sq ft for LED pricer, or 25%, of allowable monument sign, whichever is greater	See 11.10.9	Yes	See 11.10.9	Internal Only
Wall Sign	11.10.6	See 11.10.17	16 sq ft	See 11.10.17	Yes	See 11.10.17	Internal Only
Governmental Signs	11.10.7	All Districts	n/a	n/a	No	n/a	Internal or External
Historic Identification Plaques	N/A	All Districts – on historic sites only.	4 sq ft per plaque	2 ft	No	One per historic site	External Only
Incidental Signs	11.10.8	All Districts	4 sq ft	4 ft	No	n/a	Internal or External
Legal & Warning Signs	11.10.9	All Districts	n/a	n/a	No	n/a	n/a

Sign Type	Conditions	Permitted Location	Maximum Area	Maximum Height	Permit Required	Maximum Number	Illumination
Monument Signs (Single-Use or Single Building Site)	11.10.10	OS, RD, GR3, GR5, GR10, UR	12 sq ft for non-residential uses	6 ft	Yes	1 per street frontage	Internal or External
		HB	70 sq ft	12 ft			
		NB, RMX, NMX	40 sq	10 ft			
		UMX, RA, HC	15 sq ft	6 ft			
		LI, HI	70 sq ft	10 ft			
		ICD	24 sq ft	7 ft		1 per public entrance & 1 per building for ICD	
Monument Signs (Multiple Non-Residential Buildings Site)	11.10.10	HB, NB, NMX, LI, HI, RMX, UMX, ICD	Option 1: 70 sq ft	Option 1: 12 ft	Yes	Option 1: 1 per street frontage	Internal or External
			Option 2: 32 sq ft	Option 2: 6 ft		Option 2: 1 per street frontage and 1 per outparcel	
Monument Signs (Residential)	11.10.10	All residential development	12 sq ft	n/a	Yes	See 11.10.11.B	External Only
Murals/Wall Art	11.10.11	HB, NB, NMX, LI, HI, <u>RA-HC</u> , RMX, UMX, ICD	n/a	n/a	Yes	n/a	External Only
Occupant/Street Number Signs	11.10.12	All Districts	2 sq ft	2 ft	No	n/a	Internal or External
Post & Arm Signs	11.10.13	Businesses and Home Occupations in all districts except UMX and RA-HC	4 sq ft	4.5ft	Yes	1 per tenant	External only
Projecting/ Suspended Signs	11.10.14	NMX, UMX, RA-HC, RMX	6 sq ft per story; max of 12 sq ft	Shall not extend above 1 st floor	Yes	1 per tenant; Max of 2 per building	External Only
Theatre Marquee Signs	11.10.15	Theatres only	1.5 sq ft per linear foot of building wall area shall be in sum with permitted wall sign area	n/a	Yes	1 per tenant	Internal or External
Vending Machine/Automatic Teller & Gasoline Pump Signs	11.10.16	Located on machine only	n/a	n/a	No	1 per machine	Not allowed

Sign Type	Conditions	Permitted Location	Maximum Area	Maximum Height	Permit Required	Maximum Number	Illumination
Wall Signs	11.10.17	OS, RD, GR3, GR5, GR10, UR	0.5 sq ft per linear ft of building wall	No sign shall extend above roofline	Yes	1 sign per building wall	Internal or External
		HI, LI, HB, NB, NMX	Front Façade: 1.5 sq ft per linear ft of storefront Side & Rear Façade: 1 sq ft per linear ft of building wall			4 signs per building wall	
		RMX, RA-HC, UMX	Front, Side & Rear Façade: 1 sq ft per linear ft of building wall			2 signs per building wall	
		ICD	4 sq ft per building entrance 24 sq ft per building at main entrance			1 per building entrance	
Window/Door Signs	11.10.18	Urban Districts: All Businesses except Home Occupations	15% of the gross glass area on any one side of the building	n/a	No	n/a	n/a
		Rural/Suburban Districts: All Businesses except Home Occupations	30% of the gross glass area on any one side of the building				

12.4. Flood Damage Prevention

12.4.1. General Provisions

A. Authorization: The Legislature of the State of North Carolina has in Part 6, Article 21 of Chapter 143; Article 6 of Chapter 153A; Article 8 of Chapter 160A; and Article 7, 9, and 11 of Chapter 160D of the North Carolina General Statutes, delegated to the Town of Wake Forest the authority to adopt regulations designed to promote the public health, safety, and general welfare.

A.B. Applicability: This section shall apply to all Special Flood Hazard Areas within the jurisdiction, including Extra-Territorial Jurisdiction (ETJ), of the Town of Wake Forest.

B.C. Exemptions

1. All new residential construction and substantial residential improvements proposed on a parcel of land that has no buildable area outside the Special Flood Hazard Area (SFHA), and that was recorded prior to May 2, 2006 shall be permitted for development provided that all applicable provisions of this ordinance area met.
2. All subdivisions approved prior to May 2, 2006, shall be exempted from the requirements prohibiting the platting of lots located within the Special Flood Hazard Area, provided the subdivision complies with the requirements in place prior to May 2, 2006.

C.D. Establishment of Flood Hazard Areas

1. The Special Flood Hazard Areas and Future Conditions Flood Hazard Areas are those identified under the Cooperating Technical State (CTS) agreement between the State of North Carolina and FEMA in its Flood Insurance Study (FIS) and its accompanying Flood Insurance Rate Maps (FIRM) for Wake County and Franklin County dated July 19, 2022~~May 2, 2006~~ and April 16, 2013 ~~and updated Preliminary FIRM in March 2015 (anticipated to be adopted in 2020)~~ and their accompanying Digital Flood Insurance Rate Map Panels (~~1728~~, 1738, 1739, 1748, 1749, 1759, ~~1821~~, 1830, 1831, 1832, 1840, 1841, 1842, 1850 and 1851, 1852, 1860, and 1861), and any revisions thereto, including any digital data developed as part of the FIS, which are adopted by reference and declared to be part of this ordinance. The "Special Flood Hazard Areas" also include those defined through standard engineering analysis for private developments or by governmental agencies, but which have not yet been incorporated into the FIRM. Preliminary FIRM data may be ~~used~~ for design purposes, Conditional Letters of Map Revisions, and No-Rise analysis with concurrence of the Floodplain Administrator for the floodplain development permit. Letters of Map Change must be based on the most recently adopted effective model approved by FEMA.
2. In addition, upon annexation to the Town of Wake Forest or inclusion in the Extra-Territorial Jurisdiction (ETJ), the Special Flood Hazard Areas identified by the Federal Emergency Management Agency (FEMA) and/or produced under the Cooperating Technical State agreement between the State of North Carolina and FEMA as stated above, for the unincorporated areas of Wake County and Franklin County, with accompanying maps and other supporting data are adopted by reference and declared to be part of this ordinance.
3. A professional evaluation shall be provided of the potential changes in the Special Flood Hazard Area elevation caused by the obstruction, encroachment, alteration, or relocation of areas identified to have flood hazard soils by Wake County with a total drainage area of more than 5 acres.

D.E. General Development Restrictions: In general, no new development is allowed in the Special Flood Hazard Areas unless one or more of the following are met:

1. The property/use is exempted from this requirement as identified in Section 12.4.1.C~~12.4.1.B~~;
2. The development is for roads, greenways, pedestrian crossings, park-related equipment, or public utilities and facilities such as wastewater, gas, electrical, and water systems that are located and constructed to minimize flood damage. Structures for pedestrian crossings (e.g., footbridges, etc.), playground equipment, and other similar items may be permitted if the applicant provides certification by a Professional Engineer, architect, or landscape architect that these encroachments will not result in an increase in flood levels during the base flood.

E.F. Warning and Disclaimer of Liability: The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering consideration. Floods larger than those considered by this ordinance can and will occur on rare occasions. Actual flood heights may be increased by man-made or natural causes. This ordinance does not imply that land outside the Special Flood Hazard Areas or uses permitted within such areas will be free from flooding or flood damages. This ordinance shall not create liability on the part of the Town of Wake Forest or by any officer or employee thereof for any flood damages that result from reliance on this ordinance or any administrative decision lawfully made hereunder.

F.G. Definitions: Definitions specific to the application and administration of the provisions for flood damage reduction in this section shall be indicated as such in Chapter 17 with the parenthetical note “(*Floodplain Development*)”. All other terms in this section shall be defined according to their standard definition in Chapter 17, or if not listed, shall have their everyday meaning as determined by their dictionary definition.

12.4.2. Provisions For Flood Hazard Reduction

A. General Standards: In all Special Flood Hazard Areas the following provisions are required:

1. All new construction and substantial improvements shall be designed (or modified) and adequately anchored to prevent flotation, collapse, and lateral movement of the structure.
2. All new construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage.
3. All new construction and substantial improvements shall be constructed by methods and practices that minimize flood damages.
4. Electrical, heating, ventilation, plumbing, air conditioning equipment, and other service facilities shall be designed and/or located to prevent water from entering or accumulating within the components during conditions of flooding. These include, but are not limited to, HVAC equipment, water softener units, bath/kitchen fixtures, ductwork, electric/gas meter panels/boxes, utility/cable boxes, appliances (washers, dryers, refrigerators, freezers, etc.), hot water heaters, and electric outlets/switches.
5. All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system.
6. New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the systems and discharges from the systems into flood waters.

7. Any alteration, repair, reconstruction, or improvements to a structure, which is in compliance with the provisions of this ordinance, shall meet the requirements of "new construction" as contained in this ordinance.
8. Nonconforming buildings or uses may not be enlarged, replaced, or rebuilt unless such enlargement or reconstruction is accomplished in conformance with the provisions of this Section. Nothing in this ordinance shall prevent the repair, reconstruction, or replacement of a building or structure existing on the effective date of this ordinance and located totally or partially within the floodway, non-encroachment area, or stream setback, provided there is no additional encroachment below the Regulatory Flood Protection Elevation in the floodway, non-encroachment area, or stream setback, and provided that such repair, reconstruction, or replacement meets all of the other requirements of this ordinance.
9. New solid waste disposal facilities and sites, hazardous waste management facilities, salvage yards, and chemical storage facilities shall not be permitted in a Special Flood Hazard Area. No variances shall be granted for these facilities.
10. All subdivision proposals and other development proposals shall be consistent with the need to minimize flood damage.
11. All subdivision proposals and other development proposals shall have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize flood damage.
12. All subdivision proposals and other development proposals shall have adequate drainage provided to reduce exposure to flood hazards.
13. All subdivision proposals and other development proposals shall have received all necessary permits from those governmental agencies for which approval is required by Federal or State law, including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334.

B. Specific Standards and Restrictions: In all Special Flood Hazard Areas where Base Flood Elevation (BFE) data has been provided and in Future Conditions Flood Hazard Areas where Future Conditions Flood Elevations data has been provided, the following additional provisions are required:

1. **Residential Construction**
 - a. New construction of or substantial improvements to any residential structure (including manufactured homes) shall have the reference level, including basement, elevated no lower than the Regulatory Flood Protection Elevation.
 - b. No proposed lot for development that is wholly or partly subject to flooding shall be approved unless there is established on the final plat a line representing an actual contour as determined by field survey of the Special Flood Hazard Area elevation as determined by the Federal Emergency Management Agency (FEMA) Special Hazard Area Maps.
 - c. Such a line shall be known and identified on the site plan or subdivision plan and final plat as the "Development Restriction Floodline."
 - d. Subdivisions approved after May 2, 2006, may not plat lots for development located within the Special Flood Hazard Area unless all of the following exemptions are met:
 - i. The Special Flood Hazard Area affects a maximum area of 10% or less of the total acreage of the subdivision;

- ii. There is no reason for the formation of a homeowner's association other than to retain ownership and maintenance responsibility for the Special Flood Hazard Area (e.g., covenant, other common areas); and
 - iii. The Special Flood Hazard Area is placed in a permanent conservation easement at plat recordation.
- 2. **Non-Residential Construction:** New construction and substantial improvement of any commercial, industrial, or other non-residential structure shall have the reference level, including basement, elevated no lower than the Regulatory Flood Protection Elevation. Structures located in A, AE, and X (Future) Zones may be floodproofed to the Regulatory Flood Protection Elevation in lieu of elevation provided that all areas of the structure, together with attendant utility and sanitary facilities, below the Regulatory Flood Protection Elevation are watertight with walls substantially impermeable to the passage of water, using structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. A Professional Engineer, Professional Land Surveyor or Registered Architect shall certify that the standards of this subsection are satisfied. Such certification shall be provided to the Floodplain Administrator as set forth in Section 15.7.3.E along with the operational and maintenance plans.
- 3. **Elevated Buildings:** In new construction or substantial improvements of elevated buildings, fully-enclosed areas below the lowest floor shall conform to the following standards:
 - a. Such enclosed areas shall not be designed or used for human habitation, but shall only be used for parking of vehicles, building access, or limited storage of maintenance equipment used in connection with the premises.
 - b. Access to the enclosed area shall be the minimum necessary to allow for parking of vehicles (garage door) or limited storage of maintenance equipment (standard exterior door), or entry to the living area (stairway or elevator). The interior portion of such enclosed area shall not be finished or partitioned into separate rooms, except to enclose storage areas.
 - c. Such enclosed areas shall be constructed entirely of flood resistant materials below the Regulatory Flood Protection Elevation.
 - d. In Zones A, AE and X (Future), such enclosed areas shall include flood openings to automatically equalize hydrostatic flood forces on walls by allowing for the entry and exit of floodwaters. To meet this requirement, the openings must either be certified by a professional engineer or architect or meet or exceed the following minimum design criteria:
 - i. Provide a minimum of two (2) flood openings on different sides of each enclosed area subject to flooding;
 - ii. The total combined area of all flood openings must be at least one (1) square inch for each square foot of enclosed area subject to flooding;
 - iii. If a building has more than one (1) enclosed area, each enclosed area must have flood openings to allow floodwaters to automatically enter and exit;
 - iv. The bottom of all required flood openings shall be no higher than one (1) foot above the adjacent grade;

- v. Flood openings may be equipped with screens, louvers, or other coverings or devices, provided they permit the automatic flow of floodwaters in both directions; and
 - vi. Enclosures made of flexible skirting are not considered enclosures for regulatory purposes, and, therefore, do not require flood openings. Masonry or wood underpinning, regardless of structural status, is considered an enclosure and requires flood openings as outlined above.
- 4. **Additions:** All additions must meet the applicable standards for new construction.
- 5. **Recreational Vehicles:** Recreational vehicles shall either:
 - a. Be on site for fewer than 180 consecutive days and be fully licensed and ready for highway use with up-to-date state inspection and tags (a recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities, and has no permanently attached additions); or
 - b. Meet all the requirements for new construction.
- 6. **Accessory Structures:** When accessory structures (sheds, detached garages, etc.) are to be placed within a Special Flood Hazard Area, the following criteria shall be met:
 - a. Accessory structures shall not be used for human habitation.
 - b. Accessory structures shall be constructed and placed on the building site to offer the minimum resistance to the flow of floodwaters.
 - c. Flood openings to facilitate automatic equalization of hydrostatic flood forces shall be provided below regulatory flood protection elevation in conformance with Section 12.4.2.B.3.d.
 - d. Certification requirements: An accessory structure with a footprint less than 150 square feet that satisfies the criteria outlined above does not require an elevation or floodproofing certificate. Elevation or floodproofing certifications are required for all other accessory structures in accordance with Section 15.7.3.E.
- 7. **Temporary Non-Residential Structures**
 - a. Prior to the issuance of a floodplain development permit for a temporary structure, the applicant must submit to the Floodplain Administrator a plan for the removal of such structure(s) in the event of a hurricane, flash flood or other type of flood warning notification. The following information shall be submitted in writing to the Floodplain Administrator for review and written approval:
 - i. A specified time period for which the temporary use will be permitted. Time specified may not exceed three (3) months, renewable up to one (1) year;
 - ii. The name, address, and phone number of the individual responsible for the removal of the temporary structure;
 - iii. The time frame prior to the event at which a structure will be removed (i.e. minimum of 72 hours before landfall of a hurricane or immediately upon flood warning notification);
 - iv. A copy of the contract or other suitable instrument with the entity responsible for physical removal of the structure; and

- v. Designation, accompanied by documentation, of a location outside the Special Flood Hazard Area to which the structure will be moved.

C. Standards for Floodplains Without Established Base Flood Elevations: Within the Special Flood Hazard Areas designated as Approximate Zone A where no Base Flood Elevation (BFE) data has been provided by FEMA, the following provisions shall apply:

1. No encroachments, including fill, new construction, substantial improvements, or new development shall be permitted within a distance of 20 feet, each side, from the top of bank or five (5) times the width of the stream, whichever is greater, unless certification with supporting technical data by a registered professional engineer is provided demonstrating that such encroachments shall not result in any increase in flood levels during the occurrence of the base flood discharge.
2. The BFE used in determining the Regulatory Flood Protection Elevation shall be determined based on one of the following criteria set in priority order:
 - a. If Base Flood Elevation (BFE) data is available from other sources, all new construction and substantial improvements within such areas shall also comply with all applicable provisions of this ordinance and shall be elevated or in accordance with elevations established by the Floodplain Administrator.
 - b. All subdivision, manufactured home park and other development proposals shall provide Base Flood Elevation (BFE) data if development is greater than five (5) acres or has more than 50 lots/manufactured home sites. Such Base Flood Elevation (BFE) data shall be adopted by reference to be utilized in implementing this ordinance.

D. Floodway and Non-Encroachment Areas: Areas designated as floodways or non-encroachment areas are located within the Special Flood Hazard Areas. The floodways and non-encroachment areas are extremely hazardous areas due to the velocity of floodwaters that have erosion potential and carry debris and potential projectiles. The following additional provisions shall apply to all development within such areas:

1. No encroachments, including fill, new construction, substantial improvements, and other developments shall be permitted unless it has been demonstrated that:
 - a. the proposed encroachment would not result in any increase in the flood levels during the occurrence of the base flood, based on hydrologic and hydraulic analyses performed in accordance with standard engineering practice and presented to the Floodplain Administrator prior to issuance of floodplain development permit, or
 - b. if an increase in base flood will occur due to the proposed encroachments, an evaluation of alternatives, which would not result in the base flood increase, should be provided for review by the Floodplain Administrator demonstrating why these alternatives are not feasible. Upon approval by the Floodplain Administrator, a Conditional Letter of Map Revision (CLOMR) must be approved by FEMA. A Letter of Map Revision (LOMR) must also be obtained upon completion of the proposed encroachment.
 - c. No manufactured or mobile homes shall be permitted, except an existing manufactured home subdivision or mobile home park. A replacement manufactured, or mobile home may be placed on a lot in an existing manufactured home subdivision or mobile home park provided the anchoring and the elevation standards of this Ordinance are met
- 12.4.2.D.3.a.

2. If paragraph 1, above, is satisfied, all development shall comply with all applicable flood hazard reduction provisions of this ordinance.
3. No manufactured homes shall be permitted within floodways or non-encroachment areas, except replacements of existing manufactured homes which meet the following provisions:
 - a. Manufactured and mobile homes shall be anchored to prevent flotation, collapse, or lateral movement in accordance with the Regulations for Mobile Homes and Modular Housing adopted by the Commissioners of Insurance pursuant to NCGS 143.143.15. Additionally, when the chassis elevation is 36 inches or less above the grade within a floodprone area, the chassis shall be supported by reinforced piers or other foundation elements of at least equivalent strength. If the elevation of the chassis exceeds 36 inches in height an engineering certification is required.
 - b. The no encroachment standard of Section 12.4.2.D.1.
 - c. An evacuation plan shall be developed for evacuation of all residents of all new, substantially improved or substantially damaged manufactured home subdivisions or mobile home parks located within flood prone areas. This plan shall be filed with and approved by the Floodplain Administrator and the local emergency management coordinator.
 - d. An existing manufactured home subdivision or mobile home park on which a manufactured or mobile home has incurred "substantial damage" as a result of a flood, must be elevated on a permanent foundation such that the lowest floor of the manufactured or mobile home is elevated no lower than two (2) feet above the base flood elevation.

16. Enforcement

16.1 General Provisions

16.1.1 Purpose

This Chapter establishes procedures through which the Town seeks to ensure compliance with the provisions of this Ordinance and obtain corrections for Ordinance violations. It also sets forth the remedies and penalties that apply to violations of this Ordinance.

16.1.2 Compliance Required

Compliance with all the procedures, standards, and other provisions of this Ordinance is required by all persons owning, developing, managing, using, or occupying land or structures in the Town and the ETJ.

16.2 Violations and Responsible Parties

16.2.1 Violations Generally

A. Failure To Comply with Ordinance, Term, or Condition of Approval Constitutes Ordinance Violation

Any failure to comply with a standard, requirement, prohibition, or limitation imposed by this Ordinance, or the terms or conditions of any permit or other development approval or authorization granted in accordance with this Ordinance shall constitute a violation of this Ordinance punishable as provided in this chapter.

B. Permits or Permit Approval Only Authorize Development Approved

Permits or permit approvals issued by a decision-making body authorize only the use, arrangement, location, design, density or intensity, and development set forth in such permits or development approvals.

16.2.2 Specific Violations

It shall be a violation of this Ordinance to undertake any activity contrary to the provisions of this Ordinance, including but not limited to any act or omission, or failure to comply with any other provisions, procedures, or standards as required by this Ordinance.

16.2.3 Illegal Subdivisions/Sales of Land

It shall be a violation of this Ordinance to subdivide land contrary to the provisions of this Ordinance or transfer or sell of land by reference to, exhibition of, or any other use or a plat showing a subdivision of the land before the plat has been properly approved under the terms of this Ordinance and recorded in the office of the Wake County or Franklin County Register of Deeds, as appropriate.

16.2.4 Demolition by Neglect of Historic Properties

Demolition by Neglect of any designated historic landmark or property located within a locally designated historic district shall constitute a violation of this Ordinance. Owners of historic properties and structures shall have the responsibility to preserve those properties and structures against decay, deterioration, and structural defects and to correct conditions that would compromise those properties' and structures' long-term integrity.

16.2.5 Responsible Parties

The owner, developer, tenant, or occupant of any land or structure, financial responsible party, and an architect, engineer, builder, contractor, agent, or any other person who participates in, assists, directs, creates, or maintains a situation that constitutes a violation of this Ordinance. All persons who commit violations shall be held responsible and shall be subject to the remedies and penalties set forth in this Chapter.

16.3 Enforcement Responsibility and Procedures

16.3.1 Responsibility for Enforcement

- A.** Primary responsibility for enforcing the provisions of this Ordinance shall be divided among Town officials as follows:
 - 1. The Planning Director, or his/her designee, shall be responsible for all enforcement of the zoning and subdivision provisions in the text of this Ordinance, zoning district boundaries, and compliance with conditions of approval.
 - 2. The Engineering Director, or his/her designee, shall be responsible for enforcement of the watercourse buffers, erosion control, floodplains, stormwater management, illicit discharges, and engineering provisions in the text of this Ordinance and compliance with conditions of approval.
- B.** The Building Official, or his/her designee, is responsible for all enforcement of Building Code.
- C.** All other officers and employees of the Town, especially members of the Police Department and Fire Department, shall have the duty to assist in enforcing this Ordinance by reporting apparent violations of this Ordinance to these officials.

16.3.2 Complaints Regarding Violations

In addition to enforcement by Town officials, any person may submit a complaint alleging a violation of this Ordinance. On receiving a complaint that fully states the basis for the allegation, including the apparent cause of the alleged violation, the Planning Director, Engineering Director, or Building Official, as appropriate, shall properly record such complaint, investigate the alleged violation, and take appropriate action as provided by this Ordinance.

16.3.3 Inspections

- A.** After presenting proper credentials, the Planning Director, Engineering Director, and/or Building Official may enter upon land or inspect any land or structures to ensure compliance with the provisions of this Ordinance. These inspections shall be carried out during normal business hours unless the Administrator determines there is a special circumstance or an emergency necessitating inspection at another time. Inspections of non-public areas may only occur with the consent of the premises owner or with an administrative inspection warrant.
- B.** No person shall willfully resist, delay, or obstruct an authorized representative, employee, or agent of the Town of Wake Forest while that person is inspecting or attempting to inspect land or structures nor shall any person obstruct, hamper, or interfere with any such representative while in the process of carrying out their official duties.

16.3.4 General Enforcement Procedure

A. Notice of Violation and Correction Order

1. On finding that a violation of this Ordinance exists, the Town shall provide written notice of the violation and correction order. Such notice of the violation and correction order shall be served to the holder of the development approval and to the landowner of the property (if different) on which the violation exists and the person causing or maintaining the violation in any manner permitted by NC General Statute, including:

- a. Personal delivery,
- b. Electronic delivery,
- c. First-class mail, or
- d. Posted on the property.

The person providing the notice of the violation and correction order shall certify to the local government that the notice was provided, and the certificate shall be deemed conclusive in the absence of fraud.

2. The notice of the violation and correction order shall:
 - a. Describe the location and nature of the violation;
 - b. State the actions necessary to abate the violation;
 - c. Order that the violation be corrected within a specified reasonable time period not to exceed 30 days after receipt of the notice of the violation and correction order and with the limit for correction of the violation beginning five days after the notice if posted on the property; and
 - d. State a notice of the violation and correction order may be appealed to the Board of Adjustment except as provided by except as provided by G.S. 160D-1403.1 or otherwise provided by law. The owner or other party has 30 days from receipt of the written notice of the determination within which to file an appeal. Any other person with standing to appeal has 30 days from receipt from any source of actual or constructive notice of the determination within which to file an appeal. In the absence of evidence to the contrary, notice given pursuant to G.S. 160D-403(b) by first-class mail is deemed received on the third business day following deposit of the notice for mailing with the United States Postal Service.
3. The final Notice of Violation and Correction Order, which may also be the initial notice of the violation and correction order, shall state what course of action is intended if the violation is not corrected. If the final notice of the violation and correction order identifies the assessment of a civil penalty as a potential intended course of action, the notice of the violation and correction order shall also serve as a warning citation. The final notice of the violation and correction order shall also advise the violators of their rights to appeal the Notice of Violation and Correction Order to the Board of Adjustment in accordance with the above criteria.

B. Extension of Time Limit to Correct Violation

On receiving a written request for extension of the time limit for correction specified in the Notice of the Violation and Correction Order, the Planning Director, Engineering Director, and/or Building Official, as appropriate, may grant a single

extension of time limit for up to 90 days for good cause shown. The notice of extension shall state the date prior to which correction must be made or the violator will be subject to the penalties described in the Notice of the Violation and Correction Order.

C. Application of Remedies and Penalties

On determining that the violator has failed to correct the violation by the time limit set forth in the final Notice of Violation and Correction Order (or any granted extension thereof), has failed to request an administrative hearing, or has failed to appeal the Notice of Violation and Correction Order in accordance with Section 15.12, Appeals of Administrative Decisions, the Planning Director, Engineering Director, or Building Official, as appropriate, shall take appropriate action, as provided in Section 16.4, Remedies and Penalties, to correct the violation and to ensure compliance with this Ordinance.

D. Emergency Enforcement Without Notice

If it is determined that delay in correcting the violation would pose a danger to the public health, safety, or welfare, the Planning Director, Engineering Director, and/or Building Official, as appropriate, may seek immediate enforcement without prior written notice by invoking any of the remedies authorized in Section 16.4, Remedies and Penalties.

E. Repeat Violations

If the same violation is repeated by the same offender over any two-year period, the Town may commence the application of remedies or penalties at the stage in the process where the previous violation was resolved.

F. Authority to Require Statements

The Town shall have the authority to require written statements, or the filing of reports under oath, with respect to pertinent questions related to land-disturbing activities constituting a potential violation of this Ordinance.

16.3.5 Demolition by Neglect Enforcement Procedure

A. Determination by Neglect

Once the possibility of neglect comes to the attention of the Planning Director, the Planning Director will investigate. If the Planning Director determines that a "Demolition by Neglect" violation has occurred notice will be given to the Historic Preservation Commission (HPC).

B. Determination of Neglect

The HPC shall call an administrative public hearing. Written notice of such administrative public hearing shall be mailed by first class mail to the owner, not less than 10 days prior to the date of the hearing. If the HPC determines at the administrative public hearing that a state of "Demolition by Neglect" exists then it will issue a finding of such condition and either issue a Certificate of Appropriateness (COA) for minor repairs, if appropriate, and/or order that an application for a COA be submitted for repairs requiring a separate evidentiary hearing before the HPC. Any required time limit for repairs will automatically be adjusted, as needed, to allow the normal COA process.

C. Notice of Violation and Corrective Order

When the Historic Preservation Commission finds that a state of “Demolition by Neglect” exists, a Notice of Violation and Corrective Order shall be issued in accordance with standard Town procedures in 16.3.5.A. If an order to apply for a COA has been issued by the HPC, the Notice of Violation and Corrective Order will include a statement to that fact and the time allowed for compliance will be appropriately adjusted.

16.3.6 Stormwater Management Enforcement Procedure

- A. A property owner that fails to submit an Annual Stormwater Control Measure (SCM) Inspection Report before the end of the year in accordance with Section 12.5.6.C of this Ordinance shall receive a Notice of Violation allowing an additional 30 days to comply. If the SCM Inspection has not been received by 30 days after mailing the Notice of Violation, a second violation will be mailed.
- B. If a person violates any of the illicit discharge provisions stated in Section 12.5.8.B of this Ordinance, a letter will be mailed to the owner, with a determined number of days to comply with the recommend action items. If the recommend items have not been completed within the set time or if there has been no contact from the owner, a second Notice of Violation will be mailed to the owner.

16.4 Remedies and Penalties

The Town may use any combination of the following remedies and penalties to enforce compliance with this Ordinance.

16.4.1 Remedies

A. Issuance of Stop Work Order

Whenever any development subject to this Ordinance, including a building or structure that is being constructed, demolished, renovated, altered, or repaired, is in violation of any applicable provision of this Ordinance, the Planning Director, Engineering Director, or Building Official may issue a Stop Work Order. The Stop Work Order shall be in writing, directed to the person doing the work, and shall state the specific work to be stopped, the specific reasons for cessation, and the action(s) necessary to lawfully resume work.

B. Revocation of Permit or Approval

The Planning Director, Engineering Director, or Building Official, as appropriate, may revoke any permit or approval granted under this Ordinance, by written notice to the permit or approval holder, when false statements or misrepresentations were made in securing the permit or approval, work is being or has been done in substantial departure from the approved application or plan, there has been a failure to comply with the requirements of this Ordinance, or a permit or approval has been mistakenly granted in violation of this Ordinance. The development permit cannot be revoked if a public hearing was required to approve the development permit without following the same development review and approval process required for issuance of the development approval.

C. Denial or Withholding of Related Permits

The Planning Director, Engineering Director, or Building Official, as appropriate, may deny or withhold a Certificate of Compliance or Certificate of Occupancy in accordance with the Building Code or deny or withhold any permit, approval, or

other authorization under this Ordinance to use or develop any land, structure, or improvements—until an alleged violation related to such land, use, or development is corrected and any associated civil penalty is paid.

D. Removal of Illegal Signs

1. The Town may remove any sign placed within the right-of-way of a Town or state-maintained street, or non-residential private property in violation of the standards in this Ordinance.
2. Pursuant to NC General Statutes, the Planning Director shall have the authority to summarily remove, abate, or remedy a sign or sign structure which the building inspector has determined to be dangerous or prejudicial to the public health or safety.
3. The expense of the action shall be paid by the sign owner or if the sign owner cannot be ascertained, by the property owner, and if not paid, the Town will execute a lien against the real property in accordance with Chapter 160D of the General Statutes.

E. Restoration

The Engineering Director may require any person who undertakes a land-disturbing activity and who fails to retain sediment generated by the activity, as required by Section 12.3.3, to restore the waters and land affected by the failure so as to minimize the detrimental effects of the resulting pollution by sedimentation.

F. Safeguards from Undue Economic Hardship

1. When a written claim of undue economic hardship is made owing to the effects of this article, the Planning Director shall notify the Hardship Review Committee (HRC) which shall be made up of the Finance Director, the Assistant Planning Director and the Inspections Director or their designees. The Planning Director shall schedule an administrative hearing on the claim within 15 business days of receipt of the written request.
2. The petitioner submitting the written claim shall present the information required by the HRC to determine if an undue economic hardship owing to the effects of a "Demolition by Neglect" finding has occurred. If any of the required information is not reasonably available, the petitioner shall describe the reasons why such information cannot be obtained. The minimum necessary evidence shall include, but is not limited to:
 - a. Nature of ownership (individual, business, or non-profit) or legal possession, custody, and control.
 - b. Financial resources of the owner and/or parties in interest.
 - c. Estimated cost of repairs.
 - d. Assessed value of the land and improvements (existing).
 - e. Real estate taxes for the previous 2 years.
 - f. Amount paid for the property, date of purchase, and party from whom purchased, including a description of the relationship between the owner and the person from whom the property was purchased, or other means of acquisition of title, such as by gift or by inheritance.
 - g. Annual debt service, if any, for the previous 2 years.

- h. Any listing of the property for sale or for rent, the price asked, and offers received, if any.
- 3. In addition, for all income-producing properties, the petitioner must also provide the following:
 - a. Annual gross income from the property for the previous 2 years.
 - b. Itemized operating and maintenance expenses for the previous 2 years, including proof that adequate and competent management procedures were followed.
 - c. Annual cash flow, if any, for the previous 2 years.
- 4. Within 30 business days after the administrative hearing, the Hardship Review Committee shall cause to be made a finding of undue or no undue economic hardship and shall provide a copy of the decision to the Planning Director and the Historic Preservation Commission. In the event of a finding of no undue economic hardship, the Planning Director shall cause to be issued an order for such property to be repaired within the time specified.
- 5. In the event of a finding of undue economic hardship, the finding may be accompanied by a recommended plan to relieve the economic hardship. This plan may include, but is not limited to, the following: property tax relief as may be allowed under North Carolina law, loans, or grants from the Town, the county, or other public, private, or nonprofit sources, acquisition by purchase, building code modifications, or changes in applicable zoning regulations proving sufficient to mitigate the undue economic hardship. The HRC shall report such finding and the recommended plan to the Planning Director who will then cause to be issued an order for such property to be repaired within the time specified, and according to the provisions of the recommended plan.
- 6. Findings made by the HRC may be appealed to the Historic Preservation Commission and shall be heard at its next meeting, within the limitations of its procedures for applicable deadlines. Decisions of the Historic Preservation Commission may be appealed to the Board of Adjustment in accordance with NC General Statutes.

G. Injunction

The Planning Director or Engineering Director, as appropriate, may apply to the appropriate court for a mandatory or prohibitory injunction ordering the offender to correct the unlawful condition or cease the unlawful use of the land in question.

H. Order of Abatement

- 1. The Planning Director, Engineering Director, or Building Official, as appropriate, may apply for, and the court may enter into an Order of Abatement as part of the judgment in the case. An Order of Abatement may direct any of the following actions:
 - a. Buildings or other structures on the property be closed, demolished, removed;
 - b. Fixtures, furniture, or other moveable property be moved or removed entirely;
 - c. Improvements, alterations, modifications, or repairs be made;
 - d. Trees be replaced; or

- e. Any other action be taken that is necessary to bring the property into compliance with this Ordinance.
2. If an Order of Abatement is executed, a lien may be placed on the property for the cost of executing the order in accordance with Chapter 160D of the General Statutes.

I. Equitable Remedy

The Town may apply to the appropriate court for any appropriate equitable remedy to enforce the provisions of this Ordinance. The fact that other remedies are provided under general law or this Ordinance shall not be used by a violator as a defense to the Town's application for equitable relief.

16.4.2 Citations and Civil Penalties

A. Erosion and Sedimentation Control Violations

1. Any person, firm, or corporation who violates any provisions in Chapter 12.3, Erosion and Sedimentation Controls Regulations, shall be in violation of this Chapter and shall be subject to civil penalties as follows:
 - a. Grading without a permit (includes single family lots) - \$5,000.00
 - b. Failure to install measures for lots less than ½ acre - \$500.00
 - c. Failure to renew grading permit - \$500.00
 - d. Failure to follow approved plan or obtain signed plan prior to work - \$2,500.00
 - e. Failure to submit a revised plan - \$2,500.00
 - f. Failure to provide adequate ground cover – up to \$5,000.00
 - g. Failure to take all reasonable measures to prevent sediment leaving site– up to \$5,000.00
 - h. Failure to provide adequate riparian buffers – up to \$5,000.00
 - i. Unlawful grading in floodplain - \$5,000.00
 - j. Filling in wetland, creek, or water course without obtaining required permits - \$5,000.00
 - k. Grading slopes and fill steeper than allowed by approved permit - \$2,500.00
 - l. Failure to maintain erosion control measures – up to \$5,000.00
 - m. If sediment enters a buffer, stream, or wetlands – up to \$25,000.00
2. The Town may require a person who engaged in a land-disturbing activity and failed to retain sediment generated by the activity, as required by G.S. 113A-57 (3), to restore the waters and land affected by the failure so as to minimize the detrimental effects of the resulting pollution by sedimentation.

B. Flood Damage Prevention Violations

Any person, firm, or corporation who violates any provisions in Chapter 12.4, Flood Damage Prevention, or order made pursuant to Chapter 12.4 shall be in violation of this Chapter and shall be subject to civil penalties as follows:

1. A civil penalty in the amount of \$100.00 per violation shall be assessed.
2. Each day such violation continues shall be considered a separate and distinct offense.

C. Landscaping Violations

Any person, firm, or corporation who violates the provisions of Chapter 8, Tree Protection, Buffers, and Landscaping, shall be subject to the following.

1. A base fine of \$2.00 for every square foot of the Critical Root Zone occupied by the damaged or removed vegetation within any areas required to be protected.
2. A base fine of \$100.00 per tree for any tree excessively pruned shall be applied in addition to the replacement of plant material using the “inch for inch” standard as determined by the Planning Director.

D. Stormwater Management Violations

Any person, firm, or corporation who receives a second Notice of Violation and Corrective Order for failing to provide an SCM Inspection Report or illicitly discharging shall be subject to the following.

1. A fine of \$250.00 will be issued for failing to provide a SCM Inspection Report. For every 30 days that the Report is not provided, a fine of up to \$25,000.00 will be issued subject to the Engineering Director’s discretion based on the severity of violation and scope of repairs.
2. A fine of up to \$25,000.00 will be issued until the issue until an illicit discharge is resolved, subject to the Engineering Director’s discretion based on the severity of violation and scope of repairs.

E. Watercourse (Riparian) Buffer Area Violations

1. Any person, firm, or corporation who violates any provisions in Section 12.7, Watercourse (Riparian) Buffer Areas, shall be in violation of this Ordinance and shall be subject to the following:
 - a. For first time offenders, a civil penalty in the amount of \$100.00 per day shall be assessed.
 - b. For repeat offenders, the amount of the penalty shall be double the amount assessed for the previous penalty, not to exceed \$10,000.00 per violation for any continuing violation.
 - c. Each day’s continuing violation shall be a separate and distinct offense.

F. Other Violations

Any person, firm, or corporation who violations the provisions of this Ordinance other than those listed above in Section 16.4.2, shall be subject to civil penalties as follows:

1. A civil penalty in the amount of \$50.00 per violation for the first day and \$100.00 per violation for any day thereafter in violation.
2. Each day’s continuing violation shall be a separate and distinct offense.

G. Citation

1. To impose a civil penalty, the Planning Director, Engineer Director, or Building Official, as appropriate, shall first provide the violator a written citation, either by personal service or certified mail, return receipt requested. The citation shall:
 - a. Describe the violation;

- b. Describe the action required to correct the violation;
 - c. Specify the amount of the civil penalty being issued;
 - d. Direct the violator to remit payment for the civil penalty within 30 days to the Town or contest the citation by submitting a written request for an administrative hearing as outlined in Section 16.3.5.2.d; and
 - e. Advise the violator of the right to appeal the citation to the Board of Adjustment in accordance with Section 15.12, Appeals of Administrative Decisions.
2. If the violator requests an administrative hearing within the deadline set forth in the citation, the Planning Director, Engineering Director, or Building Official, as appropriate, shall schedule a hearing not less than seven days or no more than 30 days after receiving the request, and shall provide the violator written notice of the time and place of the hearing. At the conclusion of the hearing, the Planning Director, Engineering Director, or Building Official, as appropriate, shall make a final determination of (1) whether the citation is warranted, and (2) whether the penalty amount is appropriate or should be reduced or waived. If finding that the citation is warranted and the penalty amount is confirmed or reduced, the Planning Director, Engineer Director, or Building Official, as appropriate, shall order the violator to pay the civil penalty to the Town. The Planning Director, Engineering Director, or Building Official, as appropriate, shall also advise the violator of the right to appeal the citation to the Board of Adjustment in accordance with Section 15.12, Appeals of Administrative Decisions.
3. If the violator fails to either pay the civil penalty, or as reduced from administrative hearing, or has failed to appeal the citation deadline listed in the citation in accordance with Section 15.12, Appeals of Administrative Decisions, the Town may institute a civil action in the nature of a debt in a court of competent jurisdiction to recover the civil penalty.
4. If a Civil Penalty is issued to a first-time offender, the offender may make a written request to the Planning Director, Engineering Director, or Building Official, as appropriate, for a reduction in the citation amount. Such request must be made within ten days of the citation being issued. If a reduction in the citation amount is granted, the offender shall pay the reduced civil penalty within three business days of such reduction approval. If the reduced civil penalty is not paid within this timeframe, the original civil penalty amount shall be enforced.

16.4.3 Tree Replacement and Delay in Approvals

In addition to 16.4.2, Citations and Civil Penalties, any person, firm, or corporation who violates the provisions of Section 8.2.2, Exemptions, shall be subject to the following:

Type of Violation		3 Year Delay in Approvals	5 Year Delay in Approvals	Replacement of Vegetation from Protected Areas
Exempt Property per Section 8.2.2	Any existing vegetation removed from protected areas	•		•

Type of Violation		3 Year Delay in Approvals	5 Year Delay in Approvals	Replacement of Vegetation from Protected Areas
Non- Exempt Property per Section 8.2.2	Less than 75% of existing vegetation removed from protected areas	•		•
	75% or more of existing vegetation removed from protected areas		•	•

16.4.4 Unauthorized Demolition of Historic Property Violations

In addition to 16.4.2, Citations and Civil Penalties, any person, firm, or corporation who demolishes a structure subject to this Ordinance or in violation of the Certificate of Appropriateness shall be prohibited from submitting redevelopment plans for the property for 48 months from the date of the Notice of Violation and Corrective Order issuance. The length of the delay may be shortened at the discretion of the Planning Director, following an administrative hearing, depending on the specific circumstances of the site, structure, and violation.

16.4.5 Criminal Penalties

Violations of this Ordinance, where permissible under North Carolina law, may be enforced as a Class 3 misdemeanor and shall be subject to a fine of \$500.00.

No further work or activity shall take place in violation of a stop work order pending a ruling on the appeal. Violation of a stop work order, and other pertinent provisions of Chapter 160D of the North Carolina General Statutes where allowed and specified, shall constitute a Class 1 Misdemeanor.

16.4.6 Cumulative Remedies and Penalties

The remedies and penalties provided for violations of this Ordinance, whether civil or criminal, shall be cumulative and in addition to any other remedy or penalty provided by law, and may be exercised in any order.

17.4 DEFINITIONS GENERALLY*

* Note - The parenthetical notation “(*Floodplain Development*)” shall indicate defined terms that apply only to the application and administration of the Flood Damage Prevention provisions of this ordinance.

** Note - The parenthetical notation “(*WTF*)” shall indicate defined terms that apply only to the application and administration of the Wireless Telecommunications Facility provisions of this ordinance.

1-YEAR, 24-HOUR STORM The surface runoff resulting from a 24-hour rainfall of an intensity expected to be equaled or exceeded, on average, once in 12 months and with a duration of 24 hours

ACCELERATED EROSION Any increase over the rate of natural erosion as a result of land-disturbing activities.

ACTIVE CONSTRUCTION Activities that contribute directly to the building of facilities including land-disturbing activities for roads, parking lots, footings, etc.

ADDITION (FLOODPLAIN DEVELOPMENT) An extension or increase in the floor area or height of an existing building or structure.

ADEQUATE EROSION CONTROL MEASURE, STRUCTURE, OR DEVICE A measure, structure or device that controls the soil material within the land areas under responsible control of the person conducting the land-disturbing activity.

ADMINISTRATIVE DECISION Decision made in the implementation, administration, or enforcement of development regulations that involves the determination of facts and the application of objective standards set forth in this ordinance.

ADMINISTRATIVE HEARING A proceeding to gather facts needed to make an administrative decision.

ADMINISTRATOR For the purposes of this ordinance, the Planning Director, the Director of Public Works and Utilities, the Director of Engineering, and their subordinate staffs are collectively referred to as the Administrator.

AFFILIATE A person that directly or indirectly, through one or more intermediaries, controls, is

controlled by, or is under common control of another person.

ALLEY A minor right-of-way privately or publicly owned, primarily for service or garage access.

AMBER LIGHTING Any non-white color lighting similar to the color of high-pressure sodium lighting and with a temperature rating of less than 2,700 Kelvin.

AMEND, AMENDMENT AND AMENDED (WTF) Any change, addition, correction, deletion, replacement or substitution, other than typographical changes of no effect in an application or other document or filing.

ANSI STANDARDS Standards published by the American National Standards Institute (ANSI), a private, non-profit organization [501(c)(3)] that administers and coordinates the U.S. voluntary standardization and conformity assessment system. More information is available at www.ansi.org.

ANTENNA (WTF) A system of electrical conductors that transmit or receive electromagnetic waves or radio frequency or other wireless signals.

APPLICATION (WTF) All necessary and required documentation that an applicant submits in order to receive a Special Use Permit or Building Permit for Wireless Telecommunications Facilities.

AREA, GROSS The total horizontal area within a lot(s) or parcel(s) of land before streets, easements, or other areas to be dedicated or reserved for public or private use are deducted from such lot(s) or parcel(s).

AWNING/CANOPY SIGN Signs integrated into traditional storefront awnings that project over a sidewalk from the building façade.

BASE FLOOD (FLOODPLAIN DEVELOPMENT) The flood having a 1% chance of being equaled or exceeded in any given year based on current conditions hydrology.

BASE FLOOD ELEVATION (BFE) (FLOODPLAIN DEVELOPMENT) A determination of the water surface elevations of the base flood based on current conditions hydrology or future conditions hydrology as published in the Flood Insurance Study. When the BFE has not been

provided in a “Special Flood Hazard Area”, it may be obtained from engineering studies available from a Federal or State other source using FEMA approved engineering methodologies. This elevation, when combined with 2 additional vertical feet, establishes the regulatory flood protection elevation in flood hazard areas.

BASEMENT (FLOODPLAIN DEVELOPMENT)

Any area of a building having its floor subgrade (below ground level) on all sides.

BEDROOM A room designated for sleeping, also known as a sleeping room.

BEING CONDUCTED A land disturbing activity that has been initiated and permanent stabilization of the site has not been completed.

BERM An earthen mound designed to provide visual interest, screen undesirable views, and/or decrease noise.

BLOCK An area of land generally bounded by streets or rights-of-way and occupied by or intended for buildings.

BONA FIDE FARM PURPOSES Includes the production and activities relating or incidental to the production of crops, grains, fruits, vegetables, ornamental and flowering plants, dairy, livestock, poultry, and all other forms of agriculture as defined in NCGS §106-581.1 and all other purposes described in NCGS §160D-903.

BORROW Fill material that is required for on-site construction and is obtained from other locations.

BUFFER A combination of physical space and vertical elements, such as plantings or fencing, used to separate and screen incompatible land uses from each other.

BUFFER ZONE The strip of land adjacent to a lake or natural watercourse.

BUFFERYARD The area of a required buffer in which plantings or other screening elements are to be located.

BUILDING Any structure built for support, shelter or enclosure for any occupancy or storage.

BUILDING COVERAGE A percentage figure referring to that portion of a lot covered with

principal and accessory buildings or structures as measured by dividing the total area of building and structure footprints by the gross area of the lot.

BUILDING SETBACK LINE, MINIMUM See “Setback, Minimum.”

BUILDING FLOOR AREA The gross floor area of an individual structure built for support, shelter or enclosure for any occupancy or storage.

BUILT-UPON AREA (BUA) That portion of a development project that is covered by impervious or partially impervious surface including, but not limited to, buildings; pavement and gravel areas such as roads, parking lots, and paths; and recreation facilities such as tennis courts. “Built-upon area” does not include a wooden slatted deck, the water area of a swimming pool, or pervious or partially pervious paving material to the extent that the paving material absorbs water or allows water to infiltrate through the paving material.

CAMOUFLAGE See “Stealth.”

CANOPY TREE Large-growing, shade-producing trees with an expected mature height of 40 feet or greater and an expected mature crown spread of 30 feet or greater.

CARRIER OR WIRELESS CARRIER An entity licensed by the FCC to provide Personal Wireless Service.

CEASE ORDER See “Stop Work Order”

CERTIFICATE OF COMPLETION OR COC (WTF)

A required document issued by the Town that confirms that all work represented in the application i) was properly permitted; ii) was done in compliance with and fulfilled all conditions of all permits, including any final completion deadline; iii) was fully constructed as approved and permitted; and iv) a final inspection was requested, conducted and the Facility or Complex passed the final inspection.

CERTIFICATE OF COMPLETION FOR SOIL EROSION AND SEDIMENTATION CONTROL A certificate issued by the Town of Wake Forest Engineering Department indicating that the permittee has achieved acceptable stabilization in accordance with the approved plan and has completed all work necessary on the site related to soil erosion. All land-disturbance shown on

the approved plan is stabilized with permanent ground cover, permanent armor, or impervious surface. All proposed roads, utilities, permanent erosion control devices, and other infrastructure are installed as per approved plans. All temporary sediment control devices required by the approved plan are removed.

CERTIFICATE OF COMPLIANCE FOR PRELIMINARY SOIL EROSION AND SEDIMENTATION CONTROL A certificate issued by the Town of Wake Forest Engineering Department indicating that the erosion control devices shown on the approved plan have been constructed correctly and are operating correctly.

CERTIFIED ARBORIST An individual who has successfully completed the International Society of Arboriculture (ISA) exam process.

CHANGE OF USE For the purposes of this UDO only this term shall mean any alteration in the use of a lot or structure which, in the determination of the Administrator, changes the primary use such lot or property from one use type listed in the Use Table in Section 2.3.3 to another use type.

CHEMICAL STORAGE FACILITY (FLOODPLAIN DEVELOPMENT) A building, portion of a building, or exterior area adjacent to a building used for the storage of any chemical or chemically reactive products.

CLEAR-CUTTING The indiscriminate and broad removal of trees, shrubs, or undergrowth.

CO-LOCATION The use of an approved telecommunications structure to support Antenna for the provision of wireless services.

COMMERCIAL IMPRACTICABILITY OR COMMERCIALLY IMPRACTICAL (WTF) The inability to perform an act on terms that are reasonable in commerce; the cause or occurrence of which could not have been reasonably anticipated or foreseen and that jeopardizes the financial efficacy of the project. The inability to achieve a satisfactory financial return on investment or profit, standing alone, shall not deem a situation to be “commercial impractical” and shall not render an act or the terms of an agreement “commercially impractical”.

COMPLETED APPLICATION (WTF) An application that contains all necessary and required information and/or data necessary to enable an informed decision to be made with respect to an Application.

COMPLEX (WTF) The entire permitted site or facility, including all structures and equipment located at the site.

COMPLETION OF CONSTRUCTION OR DEVELOPMENT No further land-disturbing activity is required on a phase of a project except that which is necessary for establishing a permanent ground cover.

COMPREHENSIVE PLAN The plans adopted by the Board of Commissioners that set forth goals, policies, and guidelines intended to direct the present and future physical, social, and economic development that occurs within the Town’s planning jurisdiction for the public and private development of land and water, including but not limited to the Community Plan, Transportation Plan, small area plans, Open Space and Greenway Plans, and Parks, Recreation and Cultural Resources Master Plan.

CONDITIONAL DISTRICT The resulting zoning district of a conditional zoning process, containing site-specific conditions.

CONDITIONAL ZONING A legislative zoning map amendment with site-specific conditions incorporated into the zoning map amendment.

CONSERVATION EASEMENT An easement granting a right or interest in real property that is appropriate to retaining land or water areas predominantly in their natural, scenic, open, or wooded condition.

CONSTRUCTION PROJECT SIGN A sign identifying the architects, engineers, contractors and other individuals or firms involved with the construction of a building. The name of the building, the purpose of the building, and the expected completion date may be specified.

CORNER LOT A lot which abuts the right-of-way of two streets at their intersection.

CPESC Certified professional in Erosion and Sediment Control. NCDOT Level I-III a/b certification is not required if a CPESC is onsite monitoring installation and has approved design.

CRITICAL ROOT ZONE The circular area of ground surrounding a tree extending from the center of tree to the greater of 1.5 feet per caliper inch DBH of the tree or the dripline (furthest extent of tree canopy). The area uniformly encompassed by a circle with a radius equal to 1-1/2 feet per inch of DBH tree trunk of the preserved tree measured at 4 1/2 feet above the ground (measured to the nearest inch), with the trunk of the tree at the center of the circle. The minimum radius shall not be less than 7 feet unless approved by the Administrator.

CURRENT CONDITIONS HYDROLOGY (FLOODPLAIN DEVELOPMENT) The flood discharges associated with the land-use conditions existing within the drainage area of a watercourse at the time a flood study of the watercourse was conducted. Current conditions flood discharges and historical flood study information are published in the Flood Insurance Study.

DAS OR DISTRIBUTIVE ACCESS SYSTEM (WTF) A technology using antenna combining technology allowing for multiple carriers or Wireless Service Providers to use the same set of antennas, cabling or fiber optics.

DISTRIBUTIVE ACCESS SYSTEM (DAS) A technology using antenna combining technology generally allowing for multiple Carriers or Wireless Service Providers to use the same set of antennas, cabling or fiber optics.

DEDICATION A gift, by the owner, or a right to use land for a specified purpose or purposes. Because a transfer of property rights is entailed, dedication must be made by written instrument, and is completed with an acceptance.

DEMOLITION BY NEGLECT The failure by the owner or other responsible person with legal control of any building or structure that is a designated historic landmark or within a locally designated historic district (including walls, fences, light fixtures, steps, pavement, paths, outdoor signs, or any other appurtenant feature), to keep the building or structure free of decay, deterioration, and structural defects to such a degree that the structural integrity or habitability of the structure may be threatened. Demolition by neglect shall also include the failure of such owner, or other responsible

person to repair, upon written notice of violation of this Ordinance by the Town, such exterior features as are found to be deteriorating, or to correct any condition contributing to deterioration, including but not limited to the following defects:

- Deterioration of exterior walls, foundations, or other vertical supports that cause leaning, sagging, splitting, listing, or buckling.
- Deterioration of flooring or floor supports, roofs, or other horizontal members that cause leaning, sagging, splitting, listing, or buckling.
- Deterioration of external chimneys causing leaning, sagging, splitting, listing, or buckling.
- Deterioration or crumbling of exterior plasters or mortars.
- Ineffective waterproofing of exterior walls, roofs, and foundations, including broken windows or doors.
- Defective protection or lack of weather protection for exterior wall and roof coverings, including lack of paint, or weathering due to lack of paint and/or other protective coverings.
- Rotting, holes, and other forms of decay.
- Deterioration of exterior stairs, porches, handrails, window and door frames, cornices, entablatures, wall facings, and architectural details that causes delamination, instability, loss of shape and form, or crumbling.
- Heaving, subsidence, or cracking of sidewalks, steps, or pathways.
- Deterioration of fences, gates, and/or accessory structures.
- Deterioration that has a detrimental effect upon the special character of the district as a whole or the unique attributes and character of the Historic Property.
- Deterioration of any exterior feature so as to create, or permit the creation of, any hazardous or unsafe conditions to life, health, or other property.

DENSITY The number of dwelling units per acre determined by dividing the total number of dwelling units located on a development site by the gross area. Accessory dwelling units are not included in density calculations.

DETERMINATION A written, final and binding order, requirement, or determination regarding an administrative decision.

DEVELOPER A person, including a governmental agency or redevelopment authority, who undertakes any development and who is the landowner of the property to be developed or who has been authorized by the landowner to undertake development on that property.

DEVELOPMENT FLOOR AREA The total building floor area of any construction projects simultaneously developed by a single developer.

DEVELOPMENT Includes the following human-caused activities that require a permit or approval from any agency, including but not limited to (1) Any land disturbing activity which adds to or changes the impervious land cover' (2) excavation, grading, filling, mining, or clearing of land; (3) draining, damming or dredging of water bodies; (4) the subdivision of land as defined by NC General Statutes; (5) the construction, alteration, enlargement, or movement to another site of any structure; (7) the demolition of a building; and (8) the initiation or substitution change in the use of land or the intensity of use of land.

DEVELOPMENT (FLOODPLAIN DEVELOPMENT) Any man-made change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations, or storage of equipment or materials.

DEVELOPMENT APPROVAL A written, administrative or quasi-judicial approval that is required prior to commencing development or undertaking a specific activity, project or development proposal. Development approvals include, but are not limited to, administrative permits, sit master plan approvals, construction plan approvals, special use permits, and certificates of appropriateness. The perm also includes all other regulatory approvals required by regulations adopted pursuant to this ordinance, including plat approvals and permits issued.

DEVELOPMENT REGULATION Those regulations contained or incorporated by reference within this Unified Development

Ordinance or any other regulation adopted pursuant to NC General Statutes.

DIAMETER AT BREAST HEIGHT (DBH) Standard measure of a tree trunk size, measured 4.5 feet (breast height) above ground level or the total diameter of all stems of a multi-trunk tree measured at 4 ½ feet above grade. If a tree splits into multiple trunks below 4.5 feet, then the trunk is measured at its most narrow point beneath the split.

DIRECTIONAL/IDENTIFICATION SIGNS Public purpose signs designed to identify parking areas, control traffic, and provide guidance to special areas and to announce one's arrival into the heart of the community. These signs are solely for the purpose of navigation and do not contain commercial messages.

DISCHARGE POINT That point at which stormwater runoff leaves a tract of land in a concentrated flow pattern.

DISPOSAL (FLOODPLAIN DEVELOPMENT) As defined in NCGS 130A-290(a)(6), the discharge, deposit, injection, dumping, spilling, leaking, or placing of any solid waste into or on any land or water so that the solid waste or any constituent part of the solid waste may enter the environment or be emitted into the air or discharged into any waters, including groundwaters.

DITCH OR CANAL A man-made channel other than a modified natural stream constructed for drainage purposes that is typically dug through inner-stream divide areas. A ditch or canal may have flows that are perennial, intermittent or ephemeral.

DOUBLE FRONTAGE LOT A continuous (through) lot which is accessible from both streets upon which it fronts.

DRAINAGE EASEMENT A 20' wide minimum strip of land reserved for conveyance of stormwater required when the total drainage area exceeds 4 lots or 4 acres, whichever is less, generally located along rear or side lot lines, but may cross lots at such points that will not pose a hazard to persons or property.

DRAINAGEWAY A natural or artificial stream or depression that conveys surface water.

DRIPLINE A vertical line extending from the outer edge of a tree canopy to the ground.

EASEMENT A grant of one or more of the property rights by the property owner for limited use of private land for a public or quasi-public purpose and within which the owner of the property shall not erect any permanent structures except when authorized by the town.

ELECTRONIC MESSAGE BOARD An electronically generated changeable copy message within a sign frame which does not incorporate any mechanical movement of the sign itself.

ELEVATED BUILDING (FLOODPLAIN DEVELOPMENT) A non-basement building which has its lowest elevated floor raised above ground level by foundation walls, shear walls, posts, piers, pilings, or columns.

ELIGIBLE FACILITY (WTF) An existing wireless tower or base station that involves collocation of new transmission equipment or the replacement of transmission equipment that does not constitute a Substantial Modification.

EMERGENCY/HAZARD SHELTERS A shelter intended to protect occupants from temporary emergencies and hazards.

ENCROACHMENT (FLOODPLAIN DEVELOPMENT) The advance or infringement of uses, fill, excavation, buildings, permanent structures or development into a floodplain, which may impede or alter the flow capacity of a floodplain.

ENERGY DISSIPATER A structure or shaped channel section with mechanical armoring placed at the outlet of pipes or conduits to receive and break down the energy from high velocity flow.

EPHEMERAL STREAM A feature that carries only stormwater in direct response to precipitation with water flowing only during and shortly after large precipitation events. An ephemeral stream may or may not have a well-defined channel, the aquatic bed is always above the perched or seasonal high water table, and stormwater runoff is the primary source of water. An ephemeral streams typically lack the biological, hydrological and physical characteristics commonly associated with continuous or intermittent conveyance of water. (15A NCAC 02B.0610(14)).

ESTABLISHED FARM Means an ongoing agricultural operation including all such operations that qualify for the agricultural use value tax rate.

EROSION The wearing away of land surface by the action of the wind, water, gravity, or any combination thereof.

EVIDENTIARY HEARING A hearing to gather competent, material, and substantial evidence in order to make findings for a quasi-judicial decision required by this ordinance.

EXISTING MANUFACTURED HOME PARK OR MANUFACTURED HOME SUBDIVISION (FLOODPLAIN DEVELOPMENT) A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) was completed before the original effective date of the floodplain management regulations adopted by the town (May 16, 2006).

EXPRESSWAY An expressway is a divided street or road which serves through traffic with full or full partial control of access and generally with grade separations at intersections; however, infrequent at-grade crossings may be permitted.

FAA The Federal Aviation Administration, or its duly designated and authorized successor agency.

FCC The Federal Communications Commission, or its duly designated and authorized successor agency.

FACILITY (WTF) A set of wireless transmitting and/or receiving equipment, including any associated electronics and electronics shelter or cabinet and generator.

FINISHED GRADE The grade after construction, exclusive of any filling, berming, mounting, or excavating.

FINISHED (HABITABLE) AREA (FLOODPLAIN DEVELOPMENT) An enclosed area having more than 20 linear feet of finished interior walls (paneling, etc.) or used for any purpose other than solely for parking of vehicles, building access, or storage.

FLAG POLE LOT A lot with minimal frontage on a public street where access to the public street is by a narrow private driveway.

FLOOD / FLOODING (FLOODPLAIN DEVELOPMENT) A general and temporary condition of partial or complete inundation of normally dry land areas from the overflow of inland or tidal waters; and/or the unusual and rapid accumulation of runoff of surface waters from any source.

FLOOD HAZARD BOUNDARY MAP (FHBM) (FLOODPLAIN DEVELOPMENT) An official map of a community, issued by the Federal Emergency Management Agency, where the boundaries of the Special Flood Hazard Areas have been designated. The FHBM includes a description of the boundaries of the floodplain, flood-prone and/or flood-hazard areas, including representations of the floodway, floodway fringe, and future conditions flood hazard areas. The map is applicable to the community within the corporate limits and within the extraterritorial jurisdiction of the Town of Wake Forest.

FLOOD HAZARD SOILS Those types of soils in the relatively flat areas associated with natural watercourses which are subject to periodic flooding. The types of soils and their corresponding symbols are as follows:

Flood Hazard Soil Identification	Map Symbol
Altavista fine sandy loam, 0% to 4% slopes	AfA
Buncombe, 0 to 2% slopes	Bu
Chewacla, 0 to 2% slopes	Cm
Colfax fine sand loam, 0 to 6% slopes	Cn
Manatachie soils, 0 to 4% slopes	Me
Wahee fine sandy loam, 0 to 2% slopes	Wh
Wehadkee silt loam, 0 to 2% slopes	Wn

Wehandkee and Bibb soils	Wo
Worsham sandy loam, 0 to 4% slopes	Wy

FLOOD INSURANCE (FLOODPLAIN DEVELOPMENT) The insurance coverage provided under the National Flood Insurance Program.

FLOOD INSURANCE RATE MAP (FIRM) (FLOODPLAIN DEVELOPMENT) An official map of a community, issued by the Federal Emergency Management Agency, on which the Special Flood Hazard Areas, the Future Conditions Flood Hazard Areas, and the risk premium zones applicable to the community are delineated.

FLOOD INSURANCE STUDY (FIS) (FLOODPLAIN DEVELOPMENT) An examination, evaluation, and determination of flood hazards, corresponding water surface elevations (if appropriate), flood hazard risk zones, and other flood data in a community issued by the Federal Emergency Management Agency. The Flood Insurance Study report includes Flood Insurance Rate Maps (FIRMs) and Flood Boundary and Floodway Maps (FBFMs), if published.

FLOODPLAIN / FLOOD PRONE AREA (FLOODPLAIN DEVELOPMENT) Any land area susceptible to being inundated by water from any source. The maximum area, adjoining a river, stream, watercourse or lake, which is likely to be flooded, by the base flood or the future conditions flood. The floodplain, flood-prone and/or flood-hazard areas includes "floodway" areas, "floodway fringe" areas and future conditions flood hazard areas. These areas are illustrated on flood hazard boundary maps, flood hazard soils plus additional distances, recorded flood storage areas required by this UDO and drainage basin study maps.

FLOODPLAIN MANAGEMENT (FLOODPLAIN DEVELOPMENT) The operation of an overall program of corrective and preventive measures for reducing flood damage and preserving and enhancing, where possible, natural resources in the floodplain, including, but not limited to, emergency preparedness plans, flood control

works, floodplain management regulations, and open space plans.

FLOODPLAIN MANAGEMENT REGULATIONS (FLOODPLAIN DEVELOPMENT)

Any ordinances, building codes, health regulations, special purpose ordinances, and other applications of police power which control development in flood-prone areas. This term describes federal, state or local regulations, in any combination thereof, which provide standards for preventing and reducing flood loss and damage.

FLOODPROOFING (FLOODPLAIN DEVELOPMENT)

Any combination of structural and nonstructural additions, changes, or adjustments to structures, which reduce or eliminate flood damage to real estate or improved real property, water and sanitation facilities, structures, and their contents. Any combination of structural and nonstructural features, additions, changes or adjustments to properties and structures in accordance with or comparable to guidelines set forth in “Floodproofing Regulations” June 1972 edition, published by the Office of the Chief Engineers U.S. Army, Washington, D.C. for an essentially dry floodproof class (W2).

FLOODWAY (FLOODPLAIN DEVELOPMENT)

The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.

FLOOD ZONE (FLOODPLAIN DEVELOPMENT)

A geographical area shown on a Flood Hazard Boundary Map or Flood Insurance Rate Map that reflects the severity or type of flooding in the area.

FREEBOARD (FLOODPLAIN DEVELOPMENT)

The height added to the Base Flood Elevation (BFE) or the Future Conditions Flood Elevation to account for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, bridge openings, and the hydrological effect of urbanization on the watershed. The Base Flood Elevation plus the freeboard establishes the “Regulatory Flood Protection Elevation”.

FREEWAY A freeway is a divided street or road which serves through traffic with full control of access and with grade separations at intersections.

FRONTAGE BUILDOUT Percentage of lot frontage occupied by buildings.

FUTURE CONDITIONS FLOOD (FLOODPLAIN DEVELOPMENT) The flood having a 1% chance of being equaled or exceeded in any given year based on future conditions hydrology.

FUTURE CONDITIONS FLOOD ELEVATION (FLOODPLAIN DEVELOPMENT)

A determination of the water surface elevations of the 1% annual chance flood based on future conditions hydrology as published in the Flood Insurance Study. This elevation, when combined with the freeboard, establishes the “Regulatory Flood Protection Elevation” in Future Conditions Flood Hazard Areas.

FUTURE CONDITIONS FLOOD HAZARD AREA (FLOODPLAIN DEVELOPMENT)

The land area that would be inundated by the 1% annual chance flood based on future conditions hydrology.

FUTURE CONDITIONS HYDROLOGY (FLOODPLAIN DEVELOPMENT)

The flood discharges associated with projected land-use conditions based on Wake Forest’s Land Use Management Plan and without consideration of projected future construction of flood detention structures or projected future hydraulic modifications within a stream or other waterway such as bridge and culvert construction, fill, and excavation. Future conditions flood discharges are published in the Flood Insurance Study.

FUNCTIONALLY DEPENDENT FACILITY (FLOODPLAIN DEVELOPMENT)

A facility which cannot be used for its intended purpose unless it is located in close proximity to water, such as a docking or port facility necessary for the loading and unloading of cargo or passengers, shipbuilding, or ship repair. The term does not include long-term storage, manufacture, sales, or service facilities.

GREENWAY A linear natural preserve available for free and unstructured recreation to the general public. This term is not meant to be inclusive of required pedestrian/bicycle connections from adjacent development to greenways. The various types of greenways as

defined in the Wake Forest Open Space & Greenways Plan are as follows:

Type 1: Sensitive natural area with no formal greenway or trail development.

Type 2: Greenway corridors in a primarily natural state with gravel or dirt trails intended for use by pedestrians only.

Type 3: Corridors located outside floodplains with unpaved multi-use trails that are intended for use by pedestrians and bicyclists.

Type 4: High capacity off-road corridors and/or corridors located within floodplains that are paved for use by a wide variety of user groups including pedestrians, bicyclists, joggers, wheelchairs users, strollers and rollerbladers.

GROUND COVER Any natural vegetative growth or other material that renders the soil surface stable against accelerated erosion.

GROSS LEASABLE AREA The gross building floor area occupied or used by a tenant.

GROUND / FREESTANDING SIGN A sign that extends upward out of the ground, independent of a building, with an integral support structure.

HARDSHIP REVIEW COMMITTEE (HRC) A committee comprised of the Finance Director, the Assistant Planning Director, and the Inspections Director or their designees. The HRC shall review claims of undue economic hardship when a Demolition by Neglect violation occurs as outlined in Section 16.4.1.F.

HAZARDOUS WASTE FACILITY (FLOODPLAIN DEVELOPMENT) As defined in NCGS Article 9 of Chapter 130A, a facility for the collection, storage, processing, treatment, recycling, recovery, or disposal of hazardous waste.

HEIGHT When referring to a Tower or wireless support structure for a Wireless Telecommunications Facility, “height” includes the distance measured from the pre-existing grade level to the highest point on the tower or structure, even if said highest point is an antenna or lightening protection device extending above the support structure. For all other structures and uses, see Section 4.5 – Measurement of Height.

HIGHEST ADJACENT GRADE (HAG) (FLOODPLAIN DEVELOPMENT) The highest natural elevation of the ground surface, prior to

construction, immediately next to the proposed walls of the structure.

HIGH IMPERVIOUS SURFACE PROJECT Any project that has more than 24% built-upon area (BUA) for all residential and non-residential development in the Falls Creek, Richland Creek, and Neuse River Watersheds, and 6-30% BUA for all residential and non-residential development in the Smith Creek Watershed.

HIGH QUALITY WATERS (HQW) Those classified as such in 15A NCAC 2B.0101(e)(5) -General Procedures.

HIGH QUALITY WATER ZONES Areas that are within one mile and drain to HQWs.

HISTORIC STRUCTURE (FLOODPLAIN DEVELOPMENT) Any structure that is:

- Listed individually in the National Register of Historic Places (a listing maintained by the US Department of Interior) or preliminarily determined by the Secretary of Interior as meeting the requirements for individual listing on the National Register;
- Certified or preliminarily determined by the Secretary of Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- Individually listed on a local inventory of historic landmarks in communities with a “Certified Local Government (CLG) Program”; or
- Certified as contributing to the historical significance of a historic district designated by a community with a “Certified Local Government (CLG) Program.

IMPERVIOUS SURFACE Impervious surface area includes any material which reduces and/or prevents absorption of storm water. This includes but is not limited to, buildings, roads, pavement, gravel surfaces, etc. The effective impervious coverage for certain surfaces listed below are as follows:

1. Asphalt, concrete, crusher-run, gravel, masonry, marl, wood and other impermeable surfaces that prevent land area from infiltrating stormwater are 100% impervious.

2. Porous surfaces that permit direct infiltration of unconcentrated stormwater into ground areas which are prepared in accordance with plans approved by the Town, so that the first one-half inch of stormwater infiltrates into the are ground are 10% through 70% impervious, depending on:
 - a. Compaction;
 - b. Condition of subgrade;
 - c. Extent of land disturbance;
 - d. Extent of porous openings;
 - e. Protection from siltation and clogging;
 - f. Slope of the ground area; and
 - g. Volume of stormwater stored.
3. Slatted wood decks that allow the drainage of water through the slats to an unpaved surface below are 50% impervious. If the area covered by the deck is washed gravel, the deck is 30% impervious.
4. Un-graveled natural footpaths, water surfaces of swimming pools and drainfields areas 0% impervious.
5. All other necessary determinations about impervious surfaces will be based on hydrological tests based on existing subgrade soils, slope, rainfall intensity and rainfall duration.

INTERMITTENT STREAM A well-defined channel that contains water for only a part of the year, typically during winter and spring when the aquatic bed is below the water table. The flow may be heavily supplemented by stormwater runoff. Intermittent streams often lack biological and physical characteristics commonly associated with the perennial conveyances of water. 15A NCAC 02B.0233 (2)(g).

LAKE OR NATURAL WATERCOURSE Any stream, river, brook, swamp, sound, bay, creek, run, branch, canal, waterway, estuary, and any reservoir, lake or pond, natural or impounded, in which sediment may be moved or carried in suspension, and which could be damaged by accumulation of sediment.

LAND-DISTURBING ACTIVITY Any use of the land by any person in residential, industrial, educational, institutional, or commercial development, highway and road construction and maintenance, that results in a change in the

natural cover or topography and that may cause or contribute to sedimentation.

LANDSCAPE PLAN A plan illustrating the design and specifications for the preservation of existing vegetation; the placement of any live plant materials such as trees, shrubs, grasses, ground covers, etc.; and the location and design of built features such as berms, fencing, walls, etc.

LARGER COMMON PLAN OF DEVELOPMENT OR SALE Any area where multiple separate and distinct construction or land disturbing activities will occur under one plan. A plan is any announcement or piece of documentation (including but not limited to a sign, public notice or hearing, sales pitch, advertisement, loan application, drawing, permit application, zoning request, or computer design) or physical demarcation (including but not limited to boundary signs, lot stakes, or surveyor markings) indicating that construction activities may occur on a specific plot.

LEGISLATIVE DECISION The adoption, amendment, or repeal of a regulation or an application local act. It also includes the decision to approve, amend, or rescind a development agreement.

LEGISLATIVE HEARING A hearing to solicit public comment on a proposed legislative decision.

LETTER OF MAP AMENDMENT (LOMA) A letter from FEMA that officially removes a property or building from the FEMA special flood hazard area (SFHA) that was inadvertently shown in the SFHA on the FIRM.

LETTER OF MAP REVISION (LOMR) An official revision to the currently effective FEMA FIRM based on as-built conditions and/or more accurate data. It is issued by FEMA and may change FEMA base flood elevations, the location of the FEMA floodway lines and/or the location of the FEMA flood fringe line.

LOT A parcel of land having frontage on a public street or other officially approved means of access.

LOT FRONTAGE The lot width measured at the street right-of-way line from which the lot obtains access.

LOT LINE A line forming a boundary of a lot.

LOT LINE, PRINCIPAL FRONT A lot line separating the lot from the public street right-of-way or private street. On a corner lot, the front lot line is generally the lot line abutting the street of higher classification. If both streets have the same classification or in the case of infill development, the principal front shall be the lot line that continues the established building pattern.

LOT LINE, REAR A lot line connecting the lot's interior side lot lines, or an interior side lot line and a street side lot line, along the edge of the lot opposite its front lot line.

LOT LINE, SECONDARY FRONT OR STREET SIDE A lot line, other than a principle front lot line, separating the lot from an abutting public street right-of-way or private street. Generally, the street side or secondary front lot line is the lot line abutting a street of lower classification.

LOT LINE, SIDE A lot line not abutting a street and connecting the lot's front and rear lot lines.

LOWEST ADJACENT GRADE (LAG) (FLOODPLAIN DEVELOPMENT) The elevation of the ground, sidewalk or patio slab immediately next to the building, or deck support, after completion of the building.

LOWEST FLOOR (FLOODPLAIN DEVELOPMENT) The lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access, or limited storage in an area other than a basement area is not considered a building's lowest floor, provided that such an enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this ordinance.

LOW IMPACT DEVELOPMENT (LID) A method of site development and stormwater management that mimics the natural hydrologic functions of infiltration, runoff, and evapotranspiration on a site before development occurs. The objective of Low Impact Development is the volume of runoff leaving the site after development matches the volume of runoff before development. In addition, a LID project should maintain adequate flows to the streams and wetlands on the site rather than piping stormwater to a single low point.

LOW IMPERVIOUS SURFACE PROJECT A project that has no more than 24% built-upon area (BUA) for all residential and non-residential development. See Section 12.6.1.D for the Low Impervious Surface limits for areas located in protected watershed such as Falls Creek, Richland Creek, and Smith Creek.

MAINTENANCE (WTF) Plumbing, electrical or mechanical work that may require a building permit but that does not constitute a Modification to the WTF.

MANUFACTURED HOME (FLOODPLAIN DEVELOPMENT) A structure, transportable in one or more sections, which is built on a permanent chassis and designed to be used with or without a permanent foundation when connected to the required utilities. This term does not include a "recreational vehicle".

MANUFACTURED HOME PARK OR SUBDIVISION (FLOODPLAIN DEVELOPMENT) A parcel (or contiguous parcels) of land divided into 2 or more manufactured home lots for rent or sale.

MARKET VALUE (FLOODPLAIN DEVELOPMENT) The building value, not including the land value and that of any accessory structures or other improvements on the lot. Market value may be established by independent certified appraisal; replacement cost depreciated for age of building and quality of construction (Actual Cash Value); or adjusted tax assessed values.

MEAN SEA LEVEL (FLOODPLAIN DEVELOPMENT) The National Geodetic Vertical Datum (NGVD) as corrected in 1929, the North American Vertical Datum (NAVD) as corrected in 1988, or other vertical control datum used as a reference for establishing varying elevations within the floodplain, to which Base Flood Elevations (BFEs) shown on a FIRM are referenced. Refer to each FIRM panel to determine datum used.

MARQUEE SIGN Vertical signs projecting from the side of a building or a roof structure which may or may not incorporate changeable type.

MECHANICAL UTILITY Any piece of machinery or equipment with moving parts, generates noise, or causes any kind of environmental disturbance or creates emission of any kind,

including air movement. Said machinery or equipment is generally functional or utilitarian in nature.

SUBDIVISION Any subdivision of land other than those exempt per NCGS.

MODIFICATION OR MODIFY (WTF) The addition, removal or change of any of the physical and visually discernible components or aspects of a wireless Facility or Complex with identical components, including but not limited to antennas, cabling, equipment shelters, landscaping, fencing, utility feeds, or the color or materials of any visually discernible components, vehicular access, parking and/or an upgrade or change-out of equipment for different, better or more modern equipment.

MODIFIED NATURAL STREAM An on-site channelization or relocation of a stream channel and subsequent relocation of the intermittent or perennial flow as evidenced by topographic alterations in the immediate watershed. A modified natural stream must have the typical biological, hydrological and physical characteristics commonly associated with the continuous conveyance of water (perennial stream).

MURAL A painting or other work of art executed directly or affixed to an exterior wall.

MULTI-PHASED DEVELOPMENT VESTING PLAN A development containing at least 25 acres that is subject to a master plan with committed elements showing the types and intensity of uses for each phase and which development permitting will occur in more than one phase.

NATURAL EROSION The wearing away of the earth's surface by water, wind, or other natural agent under natural environmental conditions undisturbed by humans.

NCDOT EROSION CONTROL CERTIFICATION A certification required by the DOT for all erosion control projects.

- **Level I: Erosion & Sediment Control/Stormwater Inspector/Installer** - Required for each supervisor of grading contractor installing temporary erosion and sediment control/stormwater devices and/or subcontractor.

- **Level II: Erosion & Sediment Control/Stormwater Site Management** - Superintendent/foreman in charge of grading activities, contractor personnel assigned to conduct NPDES sites inspections and fill out NPDES weekly log.
- **Level III a/b: Design Professionals**

NCGS The North Carolina General Statutes and all rules and orders adopted pursuant to them.

NECESSARY, NECESSITY OR NEED (WTF) What is technologically required for the equipment to function as designed by the manufacturer and that anything less will result in prohibiting the provision of service as intended and described in the narrative of the Application. Necessary or Need does not mean what may be desired, preferred or the most cost-efficient approach and is not related to an Applicant's specific chosen design standards. Any situation involving a choice between or among alternatives or options is not a Need or a Necessity.

NEIGHBORHOOD PARKS Improved space set aside for public use and recreation that is comprised of one or more of the following typologies (as outlined in Section 7.5.1): Park/Greenway, Green, Square, Playground, and Community Garden.

NEW CONSTRUCTION (FLOODPLAIN DEVELOPMENT) Structures for which the "start of construction" commenced on or after the effective date of the original version of the community's Flood Damage Prevention Ordinance (May 16, 2006) and includes any subsequent improvements to such structures.

NIER Non-Ionizing Electromagnetic Radiation.

NONCONFORMING SIGN A sign legally established prior to the effective date of this ordinance or subsequent amendment thereto, that does not conform to the sign regulations found herein.

NON-ENCROACHMENT AREA (FLOODPLAIN DEVELOPMENT) The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot as designated in the Flood Insurance Study report.

OFFICIAL MAPS OR PLANS Any maps or plans officially adopted by the Wake Forest Board of Commissioners as a guide to the development of the Town of Wake Forest.

OFF-SITE STORMWATER CONTROL

MEASURES The overall design, construction and maintenance of one or more devices and measures and associated drainage easements, conduits, inlets, channels, pipes and ditches, level spreaders, filters, buffers, bioretention areas, sand filters, detention basins, wetlands and ponds necessary to collect, convey, store and control stormwater runoff and pollutants for more than one lot. Stormwater control facilities serving contiguous properties or a subdivision or a portion of a subdivision greater than one lot are examples of off-site stormwater control facilities.

ON-SITE STORMWATER CONTROL MEASURES

The overall design, construction and maintenance of one or more devices and measures and associated drainage easement, conduits, inlets, channels pipes, ditches, level spreaders, filters, buffers, bioretention areas, sand, filters, detention basins, wetlands and ponds, necessary to collect, convey, store and control stormwater runoff and pollutants within and for a single lot.

OPEN SPACE Those areas set aside and protected from development which may be left in a generally unimproved state.

OWNER The legal or beneficial owner of land, including but not limited to a mortgagee or vendee in possession, receiver, executor, trustee, or long-term or commercial lessee, or any other person or entity holding proprietary rights in the property or having legal power of management and control of the property. "Owner" shall include long-term commercial tenants; management entities, such as those charged with or engaged in the management of properties for profit; and every person or entity having joint ownership of the property. A secured lender not in possession of the property does not constitute an owner, unless the secured lender is included within the meaning of "owner" under another description in this definition, such as a management entity.

PARENT ENTITY An affiliate that directly, or indirectly through one or more intermediaries, controls another person.

PE Professional Engineer License.

PERENNIAL STREAM A well-defined channel that contains water year-round during a year of normal rainfall with the aquatic bed below the water table for most of the year. Groundwater is the primary source of water for perennial streams. A perennial stream exhibits the typical biological, hydrological and physical characteristics commonly associated with the continuous conveyance of water. 15A NCAC 02B.033 (2)(I).

PERMIT The approval document allowing land-disturbing activities to be initiated. A project may be developed in phases with separate permits for each phase.

PERSON Any individual, partnership, firm, association, joint venture, public or private corporation, trust, estate, commission, board, public or private institution, utility, cooperative, interstate body, or other legal entity.

PERSON CONDUCTING LAND-DISTURBING

ACTIVITY Any person who may be held responsible for a violation unless expressly provided otherwise by the erosion and sedimentation control regulations of this article, the SPCA Act, or any order adopted pursuant to these regulations or the SPCA Act.

PERSON RESPONSIBLE FOR THE VIOLATION

Examples of this include:

- The developer or other person who has or holds himself out as having financial or operational control over the land – disturbing activity; and/or
- The landowner or person in possession or control of the land when he has directly or indirectly allowed the land-disturbing activity or has benefited from it or he has failed to comply with any provision of the erosion and sedimentation control regulations of this article, the SPCA Act, or any order adopted pursuant to these regulations or the SPCA Act as imposes a duty upon him; and/or
- The contractor or subcontractor who is authorized to perform land-disturbing work for the landowner.

PHASE OF GRADING One of two types of grading, rough or fine. Grading plans are required to be phased.

PLANNED UNIT DEVELOPMENT A district designed to promote a compatible mix of uses in an integrated and sustainable development consistent with the Town's unique character. This district shall also encourage design flexibility, multi-modal connectivity between uses; sensitivity to natural resources and environmental features; and facilitate the efficient provisions of infrastructure, utilities and adequate public facilities.

PLAT A map or plan of a parcel of land which is to be, or has been subdivided.

POST-FIRM (FLOODPLAIN DEVELOPMENT) Construction or other development for which the "start of construction" occurred on or after the effective date of the initial Flood Insurance Rate Map for the area.

PRE-FIRM (FLOODPLAIN DEVELOPMENT) Construction or other development for which the "start of construction" occurred before the effective date of the initial Flood Insurance Rate Map for the area.

PRELIMINARY FLOOD INSURANCE RATE MAP (PFIRM) A map(s) released by the Federal Emergency Management Agency (FEMA) for public comment prior to the effective date of the FIRM as established by FEBA. The map may be in both digital and printed format and shows the community and FEMA special flood hazard areas, community encroachment areas and FEMA floodways, FEMA and community base flood elevations, flood insurance risk premium zones and other data. The data and maps are subject to change prior to the effective date.

PRELIMINARY FLOOD INSURANCE STUDY (PFIS) A narrative report released by the Federal Emergency Management Agency for public comment prior to the effective date. Information contained in the PFIS includes a description of past flooding and studies, the study area, engineering methods, community and FEMA base flood elevations, other community and FEMA flood data. The flood insurance rate maps are also included as part of the flood insurance study. The data and maps are subject to change prior to the effective date.

PRIMARY CONSERVATION AREA Such areas include riparian corridors, special flood hazard areas, unique geological formations, rock

outcroppings, rare plants, rare plant communities, rare habitats, wetlands, & prime agricultural areas/farmland.

PRINCIPALLY ABOVE GROUND (FLOODPLAIN DEVELOPMENT) At least 51% of the actual cash value of the structure is above ground.

PRIVATE DRIVEWAY A roadway serving 2 or fewer lots, building sites or other divisions of land and not intended to be used for public ingress or egress.

PROJECTING/SUSPENDED SIGN Pedestrian-scaled signs mounted to the side of a building or underside of a balcony or arcade which can be read from both sides.

PROTECTIVE COVER Natural or artificial ground cover of grass, trees, shrubs, or mulch sufficient to reduce erosion potential.

PUBLIC OR COMMUNITY SEWAGE DISPOSAL SYSTEM A sanitary sewage disposal system, regulated by the Division of Environmental Management, North Carolina Department of Natural and Economic Resources, with 3,000 gallons or more design capacity and/or whose effluent is discharged to surface water.

PUBLIC OR COMMUNITY WATER SUPPLY SYSTEM A system serving 10 or more residences or businesses or combination of residences and businesses, including municipal and sanitary district water systems as well as water systems designed to serve particular subdivisions at full development constructed to specifications approved by the Division of Health Services, North Carolina Department of Human Resources.

PUBLIC SAFETY AND/OR NUISANCE (FLOODPLAIN DEVELOPMENT) Anything which is injurious to the safety or health of an entire community or neighborhood, or any considerable number of persons, or unlawfully obstructs the free passage or use, in the customary manner, of any navigable lake, or river, bay, stream, canal, or basin.

QUASI-JUDICIAL DECISION A decision that involves the findings of facts regarding a specific application of an ordinance and the exercise of discretion when applying the standards of the ordinance.

RADOME A housing that contains one or more antennas made from a material that is

transparent to radio waves. A radome is expressly not an antenna.

RECREATIONAL VEHICLE (RV) (FLOODPLAIN DEVELOPMENT) A vehicle, which is:

- Built on a single chassis;
- 400 square feet or less when measured at the largest horizontal projection;
- Designed to be self-propelled or permanently towable by a light duty truck; and
- Designed primarily not for use as a permanent dwelling, but as temporary living quarters for recreational, camping, travel, or seasonal use.

REDEVELOPMENT Any rebuilding activity other than a rebuilding activity that results in no net increase in built- upon area and provides equal or greater stormwater control than the previous development.

REFERENCE LEVEL (FLOODPLAIN DEVELOPMENT) The top of the lowest floor for structures within Special Flood Hazard Areas and Future Conditions Flood Hazard Areas designated as Zone AE, A, A99 or X (Future).

REGIONAL STORMWATER CONTROL MEASURES The overall design, construction and maintenance of measures and devices and associated drainage easements, conduits, inlets, channels, pipes, ditches, filters, buffers, bioretention areas and ponds that are necessary to collect, convey, store and control stormwater runoff and pollutants within or outside a development and for one or more developments, as shown on the stormwater control master plans approved by the State of North Carolina and the Town of Wake Forest.

REGULATORY FLOOD PROTECTION ELEVATION (FLOODPLAIN DEVELOPMENT) The elevation above mean sea level to which the reference level of all structures and other development located within Special Flood Hazard Areas and Future Conditions Flood Hazard Areas must be protected.

- In “Special Flood Hazard Areas” where Base Flood Elevations (BFEs) have been determined, this elevation shall be the BFE plus 2 feet of freeboard.
- In “Special Flood Hazard Areas” where no BFE has been established, this elevation shall be at least 2 feet above the

highest adjacent grade.

- In Future Conditions Flood Hazard Areas this elevation shall be the Future Conditions Flood Elevation plus 2 feet of freeboard.

REMEDY A VIOLATION (FLOODPLAIN DEVELOPMENT) To bring the structure or other development into compliance with State and community floodplain management regulations, or, if this is not possible, to reduce the impacts of its noncompliance. Ways that impacts may be reduced include protecting the structure or other affected development from flood damages, implementing the enforcement provisions of the ordinance or otherwise deterring future similar violations, or reducing Federal financial exposure with regard to the structure or other development

REPAIRS AND MAINTENANCE (WTF) The replacement or repair of any components of a wireless Facility or Complex where the replacement is identical to the component being replaced, or for any matters that involve the normal repair and maintenance of a wireless Facility or Complex without the addition, removal or change of any of the physical or visually discernible components or aspects of a wireless Facility or Complex that will impose new visible burdens of the Facility or Complex as originally permitted.

RIGHT-OF-WAY An area of land not on a lot that is dedicated or taken for public or private use to accommodate a transportation system. It may incorporate the roadway, curbs, gutters, lawn strips, sidewalks, and lighting, and may include special features (required by the topography or treatment) such as grade separation, bridges or other transportation infrastructure.

RIGHT-OF-WAY, ASSUMED Where no right-of-way exists or if the right-of-way is only inclusive of the street pavement then the assumed right-of-way line is parallel to the edge of pavement and setback a minimum of 10 feet from the edge of pavement. This definition is for setback calculation purposes only and does not represent any expressed or implied taking of property.

RIVERINE (FLOODPLAIN DEVELOPMENT) Relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

PARAPET SIGN A building-mounted sign erected upon and completely over any part the roof of a building.

SALVAGE YARD (FLOODPLAIN DEVELOPMENT) Any non-residential property used for the storage, collection, and/or recycling of any type of equipment, and including but not limited to vehicles, appliances and related machinery.

SEDIMENT The solids particulate matter both mineral and organic that has been or is being transported by water, air, gravity or ice from its site of origin.

SEDIMENTATION The process by which sediment resulting from accelerated erosion has been or is being transported off the site of the land-disturbing activity or into a lake or natural watercourse.

SEEDING Seed, straw and tack, hydroseed, sod, or other approved seeding method.

SEDIMENT POLLUTION CONTROL ACT (SPCA ACT) North Carolina Sediment Pollution Control Act of 1973 and all rules and orders adopted pursuant to it.

SETBACK The shortest horizontal distance from a lot line of a lot to the nearest point of a structure on the lot.

SETBACK, MAXIMUM A line parallel to the lot line at or in front of which a building shall be erected. Maximum setbacks shall be figured from the right-of-way line. At least 50% of the building frontage shall meet the maximum setback.

SETBACK, MINIMUM A line parallel to the lot line in front of which no building shall be erected. Minimum setbacks shall be figured from the right-of-way line, lot line, or in the case of alley-accessed lots the alley easement.

SETBACK, PRINCIPAL FRONT The shortest horizontal distance from the principal front lot line of a lot to the nearest point of a structure on the lot. Where no right-of-way exists or if the right-of-way is only inclusive of the street pavement then the principal front setback shall be measure from an assumed right-of-way line.

SETBACK, REAR The shortest horizontal distance from the rear lot line of a lot, or in the case of alley-accessed lots the centerline of the

alley, to the nearest point of a structure on the lot.

SETBACK, SECONDARY FRONT OR STREET

SIDE The shortest horizontal distance from the secondary front or street side lot line of a lot to the nearest point of a structure on the lot.

SETBACK, SIDE The shortest horizontal distance from the side lot line of a lot to the nearest point of a structure on the lot.

SIGN Any device, fixture, placard or structure that uses any color, form, graphic, illumination, symbol or writing to advertise, announce the purpose of, or identify the purpose of a person or entity, or to communicate information of any kind to the public.

SILTATION Sediment resulting from accelerated erosion which can be settled or removed by properly designed, constructed, and maintained control measures; and which has been transported from its point of origin within the site of a land-disturbing activity; and which has been deposited, or is in suspension in water.

SINGLE-TIER LOT A lot which backs upon a limited access highway, a railroad, a physical barrier, or another type of land use and to which access from the rear is usually prohibited.

SITE SPECIFIC VESTING PLAN A site-specific development plan that describes with a reasonable certainty the type and intensity of use for a specific parcel or parcels of property and identify boundaries, significant topography, natural features, the approximate location and dimensions (including height) of proposed buildings, and the approximate location of proposed infrastructure, including utilities and street and pedestrian facilities. The following development applications constitute site specific vesting plans: site master plan, site construction plan, subdivision master plan, subdivision construction plan, special use permit, a conditional district master plan, and a planned unit development. The validity permit is two years.

SITE PLAN A plan and/or review process for any type of development or building activity on particular parcel or parcels of land.

SPECIAL USE PERMIT (SUP) A permit issued to authorize development or land uses in a particular zoning district upon presentation of

competent, material, and substantial evidence establishing compliance with general standards requiring that judgment and discretion be exercised as well as compliance with specific standards.

STABILIZATION The process of restoring a site with ground cover or armor to resist soil erosion from the forces of air, wind, or water.

STEALTH OR STEALTH TECHNOLOGY (WTF) A design or treatment that minimizes adverse aesthetic and visual impacts on the land, property, buildings, and other facilities adjacent to, surrounding, and in generally the same area as the requested location of such Wireless Telecommunications Facilities, which shall mean building the least visually and physically intrusive facility and Complex that is not technologically or commercially impracticable under the facts and circumstances. Stealth technology includes such techniques as DAS or its functional equivalent or camouflage where the Tower is disguised to make it less visually obtrusive and not recognizable to the average person as a Wireless Facility or Complex.

STOP WORK ORDER A written order to stop work, issued by the Administrator, upon determining that work is being conducted in violation of this ordinance.

STORM DRAINAGE FACILITIES The system of inlets, conduits, channels, ditches, and appurtenances which serve to collect and convey stormwater through and from a given drainage area.

STORMWATER MANUAL The Stormwater Design Manual approved for use in Phase II jurisdictions by the N.C. Division of Environmental Quality and certified by this jurisdiction is at least as stringent as the Stormwater Design Manual approved for use in Phase II jurisdictions the proper implementation of the requirements of the federal Phase II stormwater program. All references herein to the Stormwater Design Manual are to the latest published edition or revision.

STORMWATER CONTROL DEVICES

MEASURES The overall design, construction and maintenance of on or more physical devices, measures and associated drainage easements, conduits, inlets, channels, pipes and ditches, level spreaders, filters, buffers,

bioretention areas, sand filters, detention basins, swales, wetlands and ponds or any other-Town approved best management practice necessary to collect, convey, store, treat and control stormwater runoff and pollutants.

STORMWATER RUNOFF The surface flow of water resulting from precipitation in any form and occurring immediately after rainfall or melting.

STREAM An intermittent or perennial surface water subject to US Army Corps of Engineers (Corps) and/or NC Division of Water Resources (DWR) 404/401 jurisdiction. To confirm jurisdictional status, a formal Corps and/or DWQ response is required (e.g. Jurisdictional Determination).

STREAM CLASSIFICATION The existing or contemplated best usage of streams, pursuant to 15A NCAC 02B .0300, and/or subsequent clarifications, modifications, and addenda.

STREET A dedicated and accepted public right-of-way, or privately maintained access, for vehicular traffic which conforms to any of the specific street classifications in Section 6.7.2 of this ordinance.

STRUCTURE Anything principally above ground that is erected, installed or constructed on or affixed to the ground or attached to something located on the ground including, a gas or liquid storage tank, or other man-made facilities or infrastructure. For floodplain management purposes "principally above ground" means that at least 51% of the actual cash value of the structure is above ground.

STRUCTURAL CAPABILITY OR "STRUCTURAL CAPACITY (WTF) Notwithstanding anything to the contrary in any other standard, code, regulation or law, up to and not exceeding a literal 100% of the designed loading and stress capability of the support structure.

SOLID WASTE DISPOSAL FACILITY (FLOODPLAIN DEVELOPMENT) As defined in NCGS 130A-290(a) (35), any facility involved in the disposal of solid waste.

SOLID WASTE DISPOSAL SITE (FLOODPLAIN DEVELOPMENT) As defined in (NCGS 130A-290(a) (36), any place at which solid wastes are disposed of by incineration, sanitary landfill, or any other method.

SPECIAL FLOOD HAZARD AREA (SFHA)

(FLOODPLAIN DEVELOPMENT) The land in the floodplain subject to a one percent (1%) or greater chance of being flooded in any given year based on current conditions hydrology.

START OF CONSTRUCTION (FLOODPLAIN DEVELOPMENT)

Includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of the building, whether or not that alteration affects the external dimensions of the building.

STEALTH OR STEALTH DESIGN A design or treatment such as a Distributed Antenna System or its equivalent that minimizes adverse aesthetic and visual impacts on the land, property and buildings, and other facilities adjacent to, surrounding, and in generally the same area as the requested location of such Wireless Telecommunications Facilities, which shall mean using the least visually and physically intrusive facility that is not technologically or commercially impracticable under the facts and circumstances.

STRUCTURE (FLOODPLAIN DEVELOPMENT) A walled and roofed building, a manufactured home, or a gas, liquid, or liquefied gas storage tank that is principally above ground.

STRUCTURAL SCM A physical device designed to trap, settle out, or filter pollutants from

stormwater runoff; to alter or reduce stormwater runoff velocity, amount, timing, or other characteristics; to approximate the pre-development hydrology on a developed site; or to achieve any combination of these goals. Structural SCM includes physical practices such as constructed wetlands, vegetative practices, filter strips, grassed swales, and other methods installed or created on real property. "Structural SCM" is synonymous with "structural practice", "stormwater control facility," "stormwater control practice," "stormwater treatment practice," "stormwater management practice," "stormwater control measures," "structural stormwater treatment systems," and similar terms used in this ordinance.

SUBDIVIDER Any person, firm, or corporation who subdivides or develops any land deemed to be a subdivision as herein defined.

SUBDIVISION All divisions of a tract or parcel of land into 2 or more lots, building sites, or other divisions for the purpose of sale, or building development (whether immediate or future) and shall include all divisions of land involving the dedications of a new street or a change in existing streets. Does not include exempt subdivision as defined by NC General Statutes.

SUBSIDIARY An affiliate that is, directly or indirectly, through one or more intermediaries, controlled by another person.

SUBSTANTIAL DAMAGE (FLOODPLAIN DEVELOPMENT) Damage of any origin sustained by a structure during any 1-year period whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50% of the market value of the structure before the damage occurred. See definition of "substantial improvement". Substantial damage also means flood-related damage sustained by a structure on 2 separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, on the average, equals or exceeds 25% of the market value of the structure before the damage occurred.

SUBSTANTIAL IMPROVEMENT (FLOODPLAIN DEVELOPMENT) Any combination of repairs, reconstruction, rehabilitation, addition, or other improvement of a structure, taking place during any 1-year period for which the cost equals or exceeds 50% of the market value of the structure before the "start of construction" of

the improvement. This term includes structures which have incurred “substantial damage”, regardless of the actual repair work performed. The term does not, however, include either:

- Any correction of existing violations of State or community health, sanitary, or safety code specifications which have been identified by the community code enforcement official and which are the minimum necessary to assure safe living conditions; or,
- Any alteration of a historic structure provided that the alteration will not preclude the structure's continued designation as a historic structure.

SUBSTANTIAL MODIFICATION (WTF) A change or Modification that increases the existing vertical height of the structure by the greater of (a) more than ten percent (10%) or (b) the height of one additional antenna array with separation from the nearest existing antenna not to exceed 20 feet; or (a) except where necessary to shelter the antenna from inclement weather or to connect the antenna to the tower via cable, adding an appurtenance to the body of a wireless support structure that protrudes horizontally from the edge of the wireless support structure the greater of (i) more than 20 feet or (ii) more than the width of the wireless support structure at the level of the appurtenance; or (b) increases the square footage of the existing equipment compound by more than 2,500 square feet.

SUBSTANTIAL PROGRESS For the purposes of determining whether sufficient progress has been made on an approved plan, one or more of the following construction activities toward the completion of a site or subdivision plan shall occur: obtaining a grading permit and conducting grading activity on a continuous basis and not discontinued for more than 30 days; or installation and approval of on-site infrastructure; or obtaining a building permit for the construction and approval of a building foundation. “Substantial progress” for purposes of determining whether an approved plan is null and void is not necessarily the same as “substantial expenditures” used for determining vested rights pursuant to applicable law.

TELECOMMUNICATIONS The transmission and/or reception of audio, video, data, and other information by wire, radio frequency,

light, and other electronic or electromagnetic systems.

TELECOMMUNICATIONS STRUCTURE OR SUPPORT STRUCTURE A structure used in the provision of services described in the definition of Wireless Telecommunications Facilities to physically support antennas and other equipment necessary for the provision of wireless service.

TEMPORARY (WTF) Unless otherwise specified by this ordinance, something intended to, or that does, exist for fewer than 90 days.

TEMPORARY SIGNS Portable signs used to announce or advertise specific events which have a definite beginning and end date/time.

TEN-YEAR STORM The storm water runoff resulting from precipitation of an intensity expected to be equaled or exceeded, on the average, once in ten years, and of a duration which will produce the maximum peak rate of runoff for the watershed of interest under average antecedent wetness conditions.

TOP OF BANK The points in a cross-section where the stream channel makes a transition to flood plain. Top of bank can be identified by a change in the slope of the land, a transition from terrestrial to riparian vegetation, and/or changes in the composition of substrate materials.

TOWER Any structure designed primarily to support an antenna for receiving and/or transmitting a wireless signal.

TRACT All contiguous land and bodies of water being disturbed or to be disturbed as a unit, regardless of ownership.

TWENTY-FIVE YEAR STORM The storm water runoff resulting from precipitation of an intensity expected to be equaled or exceeded on the average, once in 25 years, and of a duration which will produce the maximum peak rate of runoff for the watershed of interest under average antecedent wetness conditions.

UNBUILDABLE AREAS Areas that have highly erodible soils or slopes in excess of 60%.

UNCOVERED The removal of ground cover from, on, or above the soil surface.

UNDERSTORY TREE Small-growing trees with an expected mature height of 20 to 40 feet.

UPPER WATERSHED DRAINAGEWAY A natural or artificial stream or depression that drains more than 5 acres of surface water located within a Water Supply Watershed Overlay District.

VESTED RIGHT The right to undertake and complete the development and use of property under the terms and conditions of an approval secured as specified by NC General Statutes or under common law.

VELOCITY The average velocity of flow through the cross section of the main channel at the peak flow of the storm of interest. The cross section of the main channel is defined by the geometry of the channel plus the area of flow below the flood height defined by vertical lines at the main channel banks. Overload flows are not to be included for the purpose of computing velocity of flow.

VIOLATION (FLOODPLAIN DEVELOPMENT) The failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance is presumed to be in violation until such time as that documentation is provided.

WALL SIGN Flat signs or lettering which are painted or attached to the wall of a building or structure.

WASTE Surplus soil or earth materials resulting from on-site construction and disposed of at other locations.

WATER SURFACE ELEVATION (WSE) (FLOODPLAIN DEVELOPMENT) The height, in relation to mean sea level, of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

WATERCOURSE (FLOODPLAIN DEVELOPMENT) A lake, river, creek, stream or other topographic feature on or over which waters flow at least periodically. Watercourse includes specifically designated areas in which substantial flood damage may occur.

WATERCOURSE BUFFER ZONE The strip of land adjacent to a lake, river, creek, stream.

WETLANDS Wetlands are areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs, and similar areas. This definition of wetlands is used by the U.S. Army Corps of Engineers (Corps) and the U.S. Environmental Protection Agency (EPA) since the 1970s for regulatory purposes in Section 404 of the Clean Water Act.

WINDOW SIGN Flat signs or lettering which are painted or attached to the window of a building or structure. These signs also include retail window displays which are intended to showcase/advertise goods and products to pedestrians on the sidewalk.

WORKING DAYS Days exclusive of Saturday, Sunday, Federal and State holidays during which weather conditions or soil conditions permit land-disturbing activity to be undertaken under the Land Disturbance Permit.

WIRELESS CARRIER See "Carrier"

YARD The area within a lot that lies between the principal structure(s) on the lot and the nearest lot lines.

**Consistency Statement of the Wake Forest Board of Commissioners
Pursuant to G.S. 160D-605 Addressing Action on Case TA-22-02:
Consideration of Text Amendment to the Unified Development Ordinance**

The Wake Forest Board of Commissioners finds that TA-22-02 is generally consistent with the relevant policies of the Community Plan, Public Art Vision Plan, and Renaissance Plan, and approval of the text amendment to the Unified Development Ordinance is reasonable and in the public interest for the following reasons:

1. **Community Plan**
 - a. CC-2: Curate public outdoor spaces for important monuments and artworks to showcase them as anchors and entry points to neighborhoods.
 - b. T-1: Grow the Town's art community and reputation as a regional arts destination with a Downtown focus.
2. **Public Art Vision Plan**
 - a. PAI-1: Liaison and consult with municipal agencies and departments.
 - b. PAI-2: Commission original works of public art.
3. **Renaissance Plan**
 - a. SD-5: Provide and program a diversity of high quality public spaces.



Board of Commissioners Agenda Item Report

Agenda Item No.: 2021-577-
Submitted by: Aileen Staples
Submitting Department: Finance
Meeting Date: June 21, 2022

SUBJECT

Consideration of approval of FY 2022-2023 Budget Ordinance

Recommendation:

Item Summary:

ATTACHMENTS

- [FY 2022-2023 Budget Ordinance approval_summary.pdf](#)
- [2022-xx budget ordinance 2022-2023.docx](#)
- [Assignment of Classes July 2022.pdf](#)
- [Fire Sworn_ Assignment of Classes July 2022.pdf](#)
- [Police_Sworn Assignment of Classes July 2022.pdf](#)
- [Rental Rate Proposal - FY 23.pdf](#)

Consideration of approval of FY 2022-2023 Budget Ordinance

In accordance with N.C. General Statutes 159-13, a budget ordinance must be adopted prior to July 1 to levy taxes, estimate revenues and appropriate expenditures for the coming fiscal year (2022-2023). The attached ordinance is reflective of the Town Manager's recommended budget as presented.

Attachments: Ordinance; Pay and Classification Plans; Fee Schedule Amendments

ORDINANCE 2022-xx

BUDGET ORDINANCE OF THE TOWN OF WAKE FOREST NORTH CAROLINA FOR THE FISCAL YEAR 2022-2023

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

Section 1. It is estimated that the following revenues will be available in the General Fund for the fiscal year beginning July 1, 2022, and ending June 30, 2023:

Current year's Property Tax	\$36,186,850
Prior Year's Property Tax	50,850
Penalties and Interest on Property Taxes	50,000
Local Option Sales Taxes	12,786,000
Other Taxes	92,040
Utility Franchise Tax	2,663,700
Beer and Wine Tax	171,500
Permits and Fees	2,671,700
Solid Waste Fees	3,417,000
Recreation Revenues	623,000
ABC Revenues	285,500
Wake County – Fire Cost Share/SRO	2,130,325
Go Triangle – Wake County Transit	366,120
Other Revenue	800,250
Sponsorship/Events Revenue	177,500
Interest on Investments	28,000
Installment Purchase Proceeds	1,023,000
Interfund Transfers	394,895
Fund Balance Appropriated	1,732,770
Proceeds from NCHIP	169,500
Total General Fund Estimated Revenues	\$ 65,820,500

Section 2. The following amounts are hereby appropriated in the General Fund for the operation of the Town government and its activities for the fiscal year beginning July 1, 2022, and ending June 30, 2023, in accordance with the chart of accounts heretofore established for this Town on June 21, 2022.

ORDINANCE 2022-xx

BUDGET ORDINANCE OF THE TOWN OF WAKE FOREST,
NORTH CAROLINA FOR THE FISCAL YEAR 2022-2023

Board of Commissioners	\$ 261,765
Legal Services	462,300
Administration	1,028,650
Communications	1,285,135
Human Resources	1,175,890
Downtown Development	462,000
Finance	1,749,765
Information Technology	1,554,385
Planning	3,527,705
Building Inspections	2,084,075
Public Facilities	3,130,980
Police	14,899,600
Fire	10,065,700
Public Works Administration	303,800
Urban Forestry	453,930
Engineering	1,765,700
Fleet Maintenance	628,345
Streets	3,191,105
Solid Waste	5,684,480
Parks and Recreation	4,892,925
Transfers – Other Funds	7,212,265
Total General Fund Appropriations	\$ 65,820,500

Section 3. It is estimated that the following revenues will be available in the Electric Fund for the fiscal year beginning July 1, 2022, and ending June 30, 2023:

Sale of Power	\$ 22,160,000
Interest on Investments	2,000
Other Revenue	1,989,200
Other Financing Sources – Cap Reserve	149,500
Total Electric Fund Appropriations	\$ 24,300,700

Section 4. The following amounts are hereby appropriated in the Electric Fund for the operation of the electric utility for the fiscal year beginning July 1, 2022, and ending June 30, 2023, in accordance with the chart of accounts heretofore approved for the Town:

Electric Distribution Division	\$ 23,898,500
Tree Trimming Division	402,200
Total Electric Fund Appropriations	\$ 24,300,700

ORDINANCE 2022-xx

BUDGET ORDINANCE OF THE TOWN OF WAKE FOREST,
NORTH CAROLINA FOR THE FISCAL YEAR 2022-2023

Section 5. There is hereby levied a tax at the rate of forty-nine and a half cents (\$.495) per one hundred dollars (\$100) valuation of property as listed as “Current Year’s Property Taxes” in the General Fund in Section 1 of this ordinance.

This rate is based on an estimated total valuation of \$7,421,803,000 and an estimated rate of collection of ninety-eight (98.5%).

Allocations of tax rate inclusive in this ordinance and reflective in respective General Fund departments are as follows:

- o One and a half cents (\$.015) are hereby authorized for transportation initiatives - \$ 1,096,570.
- o One half cent (\$.005) is hereby authorized for housing initiatives - \$365,525.

Section 6. There is hereby levied a *vehicle fee of \$30.00* in which \$10.00 of the fee is collected in the General Fund and \$20.00 will be collected in the Debt Service Fund to be used for transportation improvements debt service.

Section 7. There is hereby levied a solid waste fee of \$21.00 for the cost of collection of solid waste, recyclables, and yard waste.

Section 8. There is hereby levied a tax at the rate of fourteen cents (\$.14) per one hundred dollars (\$100) valuation of property in the Wake Forest Downtown Municipal Service District. Funds are to be used for continued improvements in the downtown district.

Current Year’s property tax	\$147,710
Other Revenue	390
Total Estimated Revenues	\$ 148,100
Interfund transfers	148,100
Total Appropriations	\$ 148,100

Section 9. The following amounts are hereby appropriated in the Debt Service Fund for the payment of general fund debt service for the fiscal year beginning July 1, 2022, and ending June 30, 2023, in accordance with the chart of accounts heretofore approved for the Town:

Interfund Transfers – General Fund	\$ 5,117,330
Interfund Transfers – DMSSD	65,000
Powell Bill Funds	1,314,400
Vehicle Fees	745,000
Investment Earnings	750
Total Estimated Revenues	\$ 7,242,480

ORDINANCE 2022-xx

BUDGET ORDINANCE OF THE TOWN OF WAKE FOREST,
NORTH CAROLINA FOR THE FISCAL YEAR 2022-2023

Installment – Principal	\$ 3,899,480
Installment – Interest	268,625
GO Bond - Principal	2,209,000
GO Bond - Interest	865,375
Total Appropriations	\$ 7,242,480

Section 10. The following amounts are hereby appropriated in the Wake Forest Business and Industry Partnership (BIP) Special Revenue Fund for Economic Development initiatives and operations for the fiscal year beginning July 1, 2022, and ending June 30, 2023, in accordance with the chart of accounts heretofore approved for the Town:

Other Financing Sources	\$ 365,265
Appropriated Fund Balance	44,435
Total Estimated Revenues	\$ 409,700
Personnel	\$ 107,300
Professional Services	120,000
Operating	180,650
Contributions – Launch Wake Forest	1,750
Total Appropriations	\$409,700

Section 11. The following amounts are hereby appropriated in the Wake Forest Renaissance Centre Special Revenue Fund for the operation and activities for the fiscal year beginning July 1, 2022, and ending June 30, 2023, in accordance with the chart of accounts heretofore approved for the Town:

Sales and Services	\$199,655
Other Revenue	117,840
Other Financing Sources	633,100
Total Estimated Revenues	\$ 950,595
Personnel	\$ 633,100
Other Operating	317,495
Total Appropriations	\$ 950,595

ORDINANCE 2022-xx

BUDGET ORDINANCE OF THE TOWN OF WAKE FOREST,
NORTH CAROLINA FOR THE FISCAL YEAR 2022-2023

Section 12. The Town Manager is hereby authorized to transfer appropriations within a fund as contained herein under the following conditions:

- a) He may transfer amounts between objects of expenditure within a department without limitation and amounts up to \$50,000 between departments of the same fund without a report being required.
- b) He may not transfer any amounts between funds nor from any contingency appropriation within any fund except as approved by the Board in the Budget Ordinance as amended.

Section 13. The Town Manager is hereby authorized to execute contractual documents under the following conditions:

- a) He may execute contracts for construction or repair project which do not require formal competitive bid procedures.
- b) He may execute contracts for (1) purchases of apparatus, supplies and materials or equipment which are within budgeted departmental appropriations; (2) leases of personal property for a period of one year or less and within budgeted departmental appropriations; and (3) services which are within budgeted departmental appropriations.
- c) He may execute grant agreements to or from public and non-profit organizations which are within budgeted appropriations unless a grantor organization requires execution by the Board of Commissioners.
- d) He may execute contracts, as the lessor or lessee of real property, which are of one-year duration or less if funds therefore are within budgeted appropriations.
- e) He may execute contracts for design consultant services, where consultant fees are estimated to be less than \$50,000.

Section 14. The Town's pay and classification plan is hereby amended by the attached assignment of classes and salary grades. The Town Manager is hereby authorized to fill such positions when such are vacant and make technical corrections as needed.

Section 15. The Town's fee schedule is hereby amended by the attached summary of fee modifications and additions. Unless otherwise noted on the summary, the effective date will be July 1, 2022.

Section 16. Operating funds encumbered on the financial records as of June 30, 2022, are hereby re-appropriated (carried forward) to fiscal year 2022-2023 as determined by the Chief Financial Officer.

ORDINANCE 2022-xx

BUDGET ORDINANCE OF THE TOWN OF WAKE FOREST,
NORTH CAROLINA FOR THE FISCAL YEAR 2022-2023

Section 17. The Chief Financial Officer is hereby authorized to allocate one (1%) percent of eligible capital projects or improvements in conjunction with the Town's Public Art Ordinance and establish a special fund accordingly with the provisions of such ordinance. Furthermore, the Chief Financial Officer shall submit to the Public Arts Commission within 90 days after approval of the annual budget ordinance an authorized annual budget for eligible projects.

Section 18. This ordinance is the basis of the financial plan for the Town during the 2022 - 2023 fiscal year. The Town Manager and Chief Financial Officer shall administer the Annual Operating Budget and shall provide direction and guidance in the disbursement of funds. Furthermore, the Chief Financial Officer shall establish and maintain all records, which are in accordance with this ordinance and N.C. General Statutes.

Adopted this the 21st day of June 2022.

Motion by: _____

Second by: _____

Mayor: _____

Approved as to form:

Hassan Kingsberry
Town Attorney

ATTEST:

Town Clerk

**Town of Wake Forest
Assignment of Classes to Grades
July 1, 2022**

Grade	Classification Title	Minimum Salary	Mid-Point Salary	Maximum Salary
6	(Reserved for Future Use)	\$32,387	\$42,589	\$52,791
7	Solid Waste Collector	\$34,007	\$44,719	\$55,431
8	Relief Solid Waste Equipment Operator	\$35,707	\$46,955	\$58,202
9	Construction Worker I Parks and Recreation Maintenance Specialist	\$37,492	\$49,302	\$61,112
10	Customer Services Representative Customer Services Specialist - Renaissance Centre Fire Recruit Facilities Administrative Assistant Solid Waste Equipment Operator	\$39,367	\$51,767	\$64,168
11	Customer Service Specialist Construction Worker II Guest and Customer Services Assistant Inventory Specialist Police Records Technician	\$41,335	\$54,356	\$67,376
12	Accounting Technician Administrative Assistant to the Fire Chief Facilities Technician Investigations Administrative Assistant Inspections Technician Lead Customer Services Representative Planning Administrative Assistant Police Recruit PRCR Customer Service Specialist Special Events and Off Duty Coordinator	\$43,402	\$57,074	\$70,745
13	Administrative Assistant to the Police Chief Box Office Administrative Specialist Construction Worker III Electric Groundman Electric Meter Apprentice Engineering Technician Solid Waste Collection Coordinator Senior Inventory Specialist Streets Right-of-Way Supervisor	\$45,572	\$59,927	\$74,283
14	Crew Leader Downtown Program Assistant Electric Administrative Specialist Equipment Mechanic Evidence Technician Parks and Recreation Maintenance Supervisor Facilities Maintenance Specialist Parking Enforcement Officer Public Works Administrative Specialist Urban Forestry Technician Utility Accounts Supervisor	\$47,851	\$62,924	\$77,997
15	Code Enforcement Officer I Electric Power Line Technician I Parts Specialist/Service Writer Planning Technician Technical Operations Specialist - Renaissance Centre Telecommunicator Tree Trimming Technician I	\$50,243	\$66,070	\$81,897

Grade	Classification Title	Minimum Salary	Mid-Point Salary	Maximum Salary
16	Athletics Program Specialist Buyer Communications Resource Specialist Construction Inspector I Executive Assistant Quartermaster/Crime Analyst Community Resource Officer - Police Customer Service and Collections Supervisor Downtown Development Specialist (Exempt) Graphics Design Specialist (Exempt) Marketing and Business Relations Associate (Exempt) Police Fiscal Specialist Recreation Specialist Recreation Specialist - (Joyner Park Community Center) Special Events Specialist (Parks) Victim Advocate - Police (non-sworn) Zoning Enforcement Officer (Exempt)	\$52,755	\$69,373	\$85,991
17	Code Enforcement Officer II Community Center Supervisor Deputy Town Clerk Electric Power Line Technician II Electric Meter Technician Fire Logistics Officer Fleet Shop Foreman Paralegal Planner I - Development Services Planner I - Long-Range Renaissance Centre Events Manager Telecommunications Shift Supervisor Tree Trimming Technician II Safety Coordinator Streets Maintenance Supervisor Yard Waste Collection Supervisor	\$55,393	\$72,842	\$90,291
18	Accountant Construction Inspector II Economic Development Manager (Exempt) Facilities Maintenance Supervisor Senior Budget Analyst (Exempt) Solid Waste Supervisor	\$58,163	\$76,484	\$94,805
19	Code Enforcement Officer III Electric Power Line Technician III Human Resources Consultant (Exempt) Telecommunications Supervisor Town Clerk	\$61,071	\$80,308	\$99,546
20	Contracts and Procurement Specialist Engineer Financial Project Analyst (Exempt) Grants Compliance Manager (Exempt) Marketing and Business Relations Specialist (Exempt) Parks and Recreation Maintenance Manager (Exempt) Planner II - Development Services(Exempt) Planner II - Long-Range (Exempt) Recreation Center Manager (Joyner Park Community Center) (Exempt) Renaissance Centre Specialist (Exempt) Senior Construction Inspector Senior Electric Power Line Technician Senior Electric Meter Technician Urban Forestry Program Manager	\$64,125	\$84,324	\$104,523
21	Accounting Services Manager (Exempt) Athletics and Aquatics Manager (Exempt) Construction Inspections Supervisor (Exempt) Customer Services and Outreach Manager (Exempt) Downtown Development Manager (Exempt) Graphics Design Manager (Exempt) Senior Code Enforcement Officer Senior Human Resources Consultant (Exempt) Tree Trimming Supervisor	\$67,331	\$88,540	\$109,749

Grade	Classification Title	Minimum Salary	Mid-Point Salary	Maximum Salary
22	Code Enforcement Supervisor Electric Powerline Crew Supervisor Electric System Meter Supervisor GIS Analyst I (Exempt) GIS Analyst II (Exempt) Senior Planner - Development Services (Exempt) Senior Planner - Historic Preservation Senior Planner - Long-Range (Exempt)	\$70,697	\$92,967	\$115,237
23	Fleet Manager (Exempt) GIS Analyst III (Exempt) IT Analyst I (Exempt) IT Analyst II (Exempt) IT Applications Analyst I (Exempt) IT Applications Analyst II (Exempt) Recreation Programs Manager (Exempt) Safety and Risk Manager (Exempt) Senior GIS Analyst (Exempt) Streets Maintenance Manager (Exempt)	\$74,232	\$97,615	\$120,998
24	GIS Manager (Exempt) IT Analyst III (Exempt) IT Applications Analyst III (Exempt) Purchasing Manager (Exempt) Senior IT Analyst (Exempt) Senior IT Applications Analyst (Exempt)	\$77,944	\$102,496	\$127,048
25	Development Services Manager (Exempt) Electric Utility Manager (Exempt) Facilities Manager (Exempt) IT Systems Administrator (Exempt) Long-Range Planning Manager Transportation Division Manager (Exempt) CIP Project Manager (Exempt)	\$81,841	\$107,621	\$133,401
26	Assistant Director of Inspections (Exempt) Assistant Finance Director (Exempt) Assistant Planning Director (Exempt) Assistant Public Works Director (Exempt) Environmental Engineering Manager (Exempt) Stormwater Engineering Manager (Exempt) Transportation Engineering Manager (Exempt)	\$85,933	\$113,002	\$140,071
27	Assistant to the Town Manager (Exempt) Renaissance Centre Director (Exempt)	\$90,230	\$118,652	\$147,074
28	Chief Technology Officer (Exempt) Deputy Chief of Police (Exempt) Deputy Fire Chief (Exempt)	\$94,741	\$124,585	\$154,428
29	Strategic Performance Manager (Exempt)	\$99,478	\$130,814	\$162,149
30	(Reserved for Future Use)	\$104,452	\$137,355	\$170,257
31	Director of Communications and Public Affairs (Exempt) Director of Economic Development (Exempt)	\$109,675	\$144,222	\$178,770
32	Inspections and Public Facilities Director (Exempt) Parks and Recreation Director (Exempt)	\$115,158	\$151,433	\$187,708
33	Chief Information Officer (Exempt) Director of Engineering (Exempt) Electric Utility Director (Exempt) Planning Director (Exempt) Public Works Director (Exempt)	\$120,916	\$159,005	\$197,094
34	Chief Financial Officer (Exempt) Human Resources Director (Exempt) Fire Chief (Exempt) Police Chief (Exempt)	\$126,962	\$166,955	\$206,948
35	(Reserved for Future Use)	\$133,310	\$175,303	\$217,296
36	Assistant Town Manager (Exempt)	\$139,976	\$184,068	\$228,161

Town of Wake Forest
Assignment of Classes to Grades
Fire Sworn
July 1, 2022

Grade	Classification Title	Minimum Salary	Mid-Point Salary	Maximum Salary
15	Firefighter	\$50,243	\$66,070	\$81,897
16	Firefighter First Class	\$52,755	\$69,373	\$85,991
17	Master Firefighter	\$55,393	\$72,842	\$90,291
18	Fire Lieutenant	\$58,163	\$76,484	\$94,805
19	Reserved for Future Use	\$61,071	\$80,308	\$99,546
20	Reserved for Future Use	\$64,125	\$84,324	\$104,523
21	Fire Accreditation and Analysis Officer Fire Captain	\$67,331	\$88,540	\$109,749
23	Reserved for Future Use	\$70,697	\$92,967	\$115,237
24	Fire Battalion Chief (Exempt) Fire Services Chief (Exempt) Fire Training Chief (Exempt)	\$77,944	\$102,496	\$127,048
25	Reserved for Future Use	\$81,841	\$107,621	\$133,401
27	Reserved for Future Use	\$90,230	\$118,652	\$147,074

Town of Wake Forest
Assignment of Classes to Grades
Police Sworn
July 1, 2022

Grade	Classification Title	Minimum Salary	Mid-Point Salary	Maximum Salary
17	Community Resource Officer - Police Police Officer I	\$55,393	\$72,842	\$90,291
18	Police Officer II	\$58,163	\$76,484	\$94,805
19	Master Police Officer Officer First Class	\$61,071	\$80,308	\$99,546
20	Senior Police Officer	\$64,125	\$84,324	\$104,523
21	Police Corporal	\$67,331	\$88,540	\$109,749
23	Police Sergeant	\$70,697	\$92,967	\$115,237
24	(Reserved for Future Use)	\$77,944	\$102,496	\$127,048
25	Police Lieutenant (Exempt)	\$81,841	\$107,621	\$133,401
27	Police Captain (Exempt)	\$90,230	\$118,652	\$147,074

Renaissance Centre – FY 23 Rate Changes

Current Rates	
Wake Forest Resident	\$200
Wake Forest Non-Resident	\$350
Wake Forest Nonprofit	\$100
Non-Wake Forest Nonprofit	\$150
Additions to Current Rates	
Dancefloor	\$200
Rentals with 150 or more guests	\$50/hour
Additional AV Technical Specialist	\$25/hour/Technical Specialist
Beer and Wine	\$250
Liquor	\$500



Board of Commissioners Agenda Item Report

Agenda Item No.: 2021-600-

Submitted by: Allison Snyder

Submitting Department: Economic Development

Meeting Date: June 21, 2022

SUBJECT

Consideration of approval of request for business related economic development expenditures

Recommendation:

That the Board of Commissioners:

1. Holds a Public Hearing on the request to incentivize a business to move to Wake Forest;
2. Grants economic development expenditures related to the business for a five-year period.

Item Summary:

ATTACHMENTS

- [BFT-TWF Incentive Agreement - FINAL 6.1.22.pdf](#)
- [Resolution2022-27AgreementBetweenTOWFandBlueForceTechnologies,Jun202221.pdf](#)

BLUE FORCE TECHNOLOGIES INC.

and

THE TOWN OF WAKE FOREST, NORTH CAROLINA

INCENTIVE AGREEMENT

Dated as of June __, 2022

INCENTIVE AGREEMENT

THIS INCENTIVE AGREEMENT is dated as of June __, 2022_ (as supplemented or amended, the "Agreement"), and is between **BLUE FORCE TECHNOLOGIES INC.**, a North Carolina corporation (the "Company"), and **THE TOWN OF WAKE FOREST**, a municipal corporation of the State of North Carolina (the "Town"), with each being referred to as a "Party" and both being referred to collectively as the "Parties".

RECITALS:

The purpose of this Agreement is to describe certain incentives to be provided by the Town to the Company in connection with the Company's location of an aircraft integration facility in the Town.

WHEREAS, the Company plans to locate an aircraft integration facility, which will include at least three million dollars (\$3,000,000.00) of capital investments in business personal property in the Town (the "Project");

WHEREAS, the Project will result in the creation of jobs for at least one hundred twenty-five (125) Full-Time Employees at the Facility (defined in Sec. 1.01);

WHEREAS, the Project will result in a new source of ad valorem property taxes, sales tax, and other revenues which will ultimately benefit the citizens of the Town;

WHEREAS, the Town chooses to support the Project with fiscally reasonable assistance, which allows for a significant return on investment for the Town;

WHEREAS, the Town and the Company desire to enter into this Agreement to support the Project; and

WHEREAS, the long-term commitments of the Town and stability provided by this Agreement are essential for the Company to undertake the Project.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained in this Agreement, the Parties hereby agree as follows:

ARTICLE I
DEFINITIONS, RULES OF CONSTRUCTION

1.01. Definitions. For all purposes of this Agreement, unless the context requires otherwise, the following terms shall have the following meanings:

“Abandonment of Operations” means that for a period in excess of two (2) weeks the Company’s level of Full Time Employees or Direct Investment goes below twenty percent (20%) of the guaranteed minimum levels of Performance Commitments for either Full Time Employees or Direct Investment.

"Beneficial Occupancy" means the date on which the Company occupies the Facility for its intended purpose, evidenced by the obtaining of a Certificate of Occupancy for the Facility and at least sixteen (16) persons are employed at least one (1) week in the Facility.

"Business Day" means any day that is not a Saturday or a Sunday, or a day on which banks in the State are required by law to be closed.

"Certification of Performance Commitments" means the document the Company is required to submit to the Town prior to March 1 of each year in order to receive an Incentive, which certifies that the Company has fulfilled its Performance Commitment requirements contained in this Agreement. **The Certification of Performance Commitments shall include documentation of the number of the Company’s Full Time Employees shown on the previous year’s four (4) quarterly filings with the N.C. Employment Security Commission of the NCUI 101 forms as to unemployment compensation taxes.**

"Change in Use" means any reduction in or diversion of use of the Facility which would not provide the guaranteed Performance Commitments of Direct Investment or Full Time Employees, as set forth in Article II, which are less than an Abandonment of Operations.

“Company” means Blue Force Technologies Inc.

"Date of Execution" means the date on which this Agreement is fully executed and delivered by the Parties.

“Direct Capital Expenditure Investments” or "Direct Investment" means the original tax value of all land, building, and equipment placed by the Company on the ad valorem tax rolls, regardless of the funding sources for said property.

"Facility" means the aircraft integration facility intended to be leased by the Company on the Site, as more particularly described in Exhibit A.

"Full Time Employee" means an employee who is paid for a 40-hour work week.

"Incentive" means the various incentive payments from all sources referred to in this Agreement to the Company.

"Performance Commitments" means the number of Full Time Employees to be hired by the Company and/or the levels of Direct Capital Expenditure Investment to be made by the Company in relation to the Company's operations in the Facility, as set forth in Article II.

"Occupancy Date" means the date on which the Company assumes Beneficial Occupancy of the Facility.

"Site" means the real property in the Town upon which the Facility is to be leased, as more specifically described in Exhibit A, based upon engineering analyses by the Company.

"State" means the State of North Carolina.

"Town" means the Town of Wake Forest, North Carolina.

1.02 Rules of Construction. Unless the context otherwise indicates:

- (a) Words importing the singular shall include the plural and vice versa, and words importing the masculine gender shall include the feminine and neuter genders as well;
- (b) All references to Articles, Sections, or Exhibits are references to Articles, Sections, and Exhibits of this Agreement;
- (c) All references to officers are references to Town officers; and
- (d) The headings herein are solely for convenience of reference and shall not constitute a part of this Agreement nor shall they affect its meanings, construction, or effect.

ARTICLE II
COMPANY'S COMMITMENTS

In return for the Incentives set forth herein, which are a competitive necessity for the Company to choose to locate its Facility in the Town, the Company commits to certain Performance Commitments related to jobs created and incrementally increased taxes in the Town. The Parties acknowledge and agree that the consideration for the Town to enter into this Agreement is the expectation that the Company will meet or exceed these Performance Commitments.

Specifically, the Company agrees to meet or exceed the following Performance Commitments:

(a) The Company will hire employees at or above the salary range as outlined in Exhibit B. The number of jobs created in the first year shall be created no later than twelve (12) months after the Date of Execution. The jobs created in each year after the anniversary of the Date of Execution shall be created prior to the next following anniversary of the Date of Execution.

(b) The Company shall make initial Direct Capital Expenditure Investments in building renovations or improvements and equipment equal to one million, five hundred thousand dollars (\$1,500,000.00) in Year 1 and one million, five hundred thousand dollars (\$1,500,000.00) in Year 2, and the taxable property resulting from these Direct Investments shall remain in the Town subject to ad valorem tax assessments for the full five (5) year term of this Agreement.

Confirmations of the Company's attainment as to Performance Commitments shall be as follows: The amount of Direct Capital Expenditure Investment shall be the amount of the tax value for all property owned by the Company in the Town as such property is shown on its Business Real and Personal Property Tax Listings for each year that new investments are made. The number of Full Time Employees shall be determined by reference to the Company's previous year's four (4) quarterly filings with the N.C. Division of Employment Security of the NCUI 101 forms as to unemployment compensation. In order to receive Incentives, the Company shall submit its Certification of Performance Commitments to the Town each year on or before March 1 for the preceding year ("Grant Year"). The first Grant Year will be the first calendar year following the year during which the Company takes up Beneficial Occupancy of its Facility in the Town. The Town may at its discretion require other reasonable documentation to verify the attainment of these Performance Commitments.

ARTICLE III

LEASE AND IMPROVEMENT OF FACILITY

The Parties agree that lease and improvement of the Facility shall be solely the Company's responsibility. The Company shall lease and improve the facility in accordance with all applicable State and local laws and regulations. The Company shall lease and improve the Facility on the Site and shall ensure (1) that the Facility does not encroach upon nor overhang any easement or right-of-way and (2) that the Facility, when improved, will be wholly within any applicable building restriction lines, however established, and will not violate applicable use of other restrictions contained in prior conveyances or applicable protective covenants or restrictions. The Company shall cause all utility lines and streets serving the Site which are located within the metes and bounds of the Site to be completed in accordance with health department standards and other applicable regulations of any governmental agency having jurisdiction.

The Company shall pay all taxes and all charges for utility services furnished to or used on or in connection with the Site and the Facility.

The Company shall bear all risk of loss to and condemnation of the Site and the Facility, after the lease is executed for the Site to the Company.

The Company shall observe and comply promptly with all current and future orders of all courts and regulatory bodies having jurisdiction over the Facility or any portion thereof (or be diligently and in good faith contesting such orders), and all current and future requirements of all insurance companies writing policies covering the Facility or any portion thereof.

ARTICLE IV

INCENTIVE PAYMENTS

4.01 Amount of Incentive Payments. Subject to the possible adjustments as described in Section 4.04 below, the Town commits to pay to the Company Incentive Payments equal to the following:

Grant Year No. 1:	\$70,500
Grant Year No. 2:	\$70,500
Grant Year No. 3:	\$70,500
Grant Year No. 4:	\$70,500
Grant Year No. 5:	\$70,500

This calculation is for ease of determination of the amounts of the Incentive Payments. Such Incentive Payments may be paid by the Town from any fund source available to the Town, which is not restricted as to the use of such funds. The Incentive Payments will be paid by the Town to the Company for a total of five (5) years subject to Section 4.04 below.

4.02 Application for Incentive Payments. In each Grant Year during the term of this Agreement, the Company may make application to the Town for an Incentive Payment, which application shall include (a) for the Facility located at the Site, the relevant ad valorem tax bill (for each year the “Applicable Tax Bill”) and (b) the Company’s completed Certification of Performance Commitments.

4.03 Timing of Incentive Payments. The Town shall make each Incentive Payment to the Company no later than thirty (30) days after the later of (a) the date the Company submits a request to the Town or (b) the date on which the Company pays the taxes invoiced in the Applicable Tax Bill. It is anticipated that the first calendar year in which Future Incentive Payments will be paid will be calendar year 2023 and the final calendar year of such payments will be 2028, assuming that the Company’s Facility takes up Beneficial Occupancy of its Facility during calendar year 2023. No incentive payment will be made until the Full Time Employee jobs created by the Company have been filled for twelve (12) consecutive months since the date of hire.

4.04 Incentive Payment Adjustments/Reimbursements. Incentive Payments as described in Section 4.01 above are subject to adjustments and/or reimbursements as follows:

(a) The Company has plans to create jobs at the Facility for one hundred twenty-five (125) Full Time Employees as specified in Exhibit B. However, the Performance Commitment for which the Company will be obligated is to create the minimum number of jobs per year as listed in Exhibit B. If the listed minimum positions are not created in any given year, the incentive payment for that year shall not be paid. If the Company has an Abandonment of Operations, the Town shall not be obligated to make any Incentive Payments from the date of the abandonment.

(b) If the Company increases its taxable direct capital expenditure investment above the three million dollars (\$3,000,000) originally forecasted in this Agreement and the separate agreement the Company has entered into with Wake County, the Company will apply for any increase in the Wake County Business Development Grant for which it is eligible. The Company shall be required to inform the Town if the Company makes a Direct Capital Expenditure Investment that increases the receipt of any and all Business Development Grant funds from Wake County, North Carolina prior to the request for any incentive payment from the Town. Any increase in funding received from the Wake County Business Development Grant shall reduce, dollar for dollar, the amount of the incentive the Company is eligible to receive from the Town. In such a case where the grant funding received by the Company from the County exceeds the total incentive funds already paid by the Town in previous years, the Company shall remit to the Town the difference

between the increased Business Development Grant received from the County and the total incentive paid by the Town pursuant to the schedule of payments outlined in Article IV of this agreement.

ARTICLE V

INDEMNIFICATION

The Company hereby agrees to indemnify, protect and save the Town and its officers, directors, and employees harmless from all liability, obligations, losses, claims, damages, actions, suits, proceedings, costs, and expenses, including reasonable attorneys' fees, arising out of, connected with, or resulting directly or indirectly from the Site or the Facility or the transactions contemplated by or relating to this Agreement, including without limitation, the possession, condition, improvement or use thereof, insofar as such matters relate to events subject to the control of the Company and not the Town. The indemnification arising under this Article shall survive the Agreement's termination.

ARTICLE VI

TERMINATION OF AGREEMENT

Upon failure of the Town to make future Incentive payments as provided for in Article IV of this Agreement, the Company shall have the option of terminating this Agreement, which option shall be executed by giving written notice to the Town.

The Town shall have the option of terminating this Agreement upon an Abandonment of Operations by the Company, which option shall be executed by giving written notice to the Company.

In any event, the above terms notwithstanding, this Agreement shall terminate at the end of the 5th year in which the last jobs are created by the Company as listed in Exhibit B.

ARTICLE VII

ASSIGNMENTS

No Party shall sell or assign any interest in or obligation under this Agreement without the prior express written consent of the other Party. Provided, however, that this Agreement may be assigned by the Company to a wholly-owned subsidiary of the Company, without the consent of the Town, provided that the Company will guarantee the performance by the subsidiary of the obligations due under this Agreement.

ARTICLE VIII
LIMITED OBLIGATION OF TOWN

NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED OR INTERPRETED AS CREATING A PLEDGE OF THE FAITH AND CREDIT OF THE TOWN WITHIN THE MEANING OF ANY CONSTITUTIONAL DEBT LIMITATION. NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED OR INTERPRETED AS DELEGATING GOVERNMENTAL POWERS NOR AS A DONATION OR A LENDING OF THE CREDIT OF THE TOWN WITHIN THE MEANING OF THE STATE CONSTITUTION. THIS AGREEMENT SHALL NOT DIRECTLY OR INDIRECTLY OR CONTINGENTLY OBLIGATE THE TOWN TO MAKE ANY PAYMENTS BEYOND THOSE APPROPRIATED IN THE TOWN'S SOLE DISCRETION FOR ANY FISCAL YEAR IN WHICH THIS AGREEMENT SHALL BE IN EFFECT. NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED TO PLEDGE OR TO CREATE A LIEN ON ANY CLASS OR SOURCE OF THE TOWN'S MONEYS, NOR SHALL ANY PROVISION OF THE AGREEMENT RESTRICT TO ANY EXTENT PROHIBITED BY LAW, ANY ACTION OR RIGHT OF ACTION ON THE PART OF ANY FUTURE TOWN GOVERNING BODY. TO THE EXTENT OF ANY CONFLICT BETWEEN THIS ARTICLE AND ANY OTHER PROVISION OF THIS AGREEMENT, THIS ARTICLE SHALL TAKE PRIORITY.

ARTICLE IX
MISCELLANEOUS

9.01 **Governing Law and Choice of Forum.** The Parties intend that this Agreement shall be governed by the laws of the State of North Carolina. The exclusive forum and venue for all actions arising out of this agreement shall be the appropriate division of the North Carolina General Court of Justice in Wake County. Such actions shall neither be commenced in nor removed to federal court.

9.02 **Notices.**

(a) Any communication required or permitted by this Agreement must be in writing except as expressly provided otherwise in this Agreement.

(b) Any communication shall be sufficiently given and deemed given when delivered by hand or five (5) days after being mailed by first-class mail, postage prepaid, and addressed as follows:

- (1) If to the Company, to:
Blue Force Technologies Inc.
204 Capcom Avenue
Wake Forest, NC 27587
Attn: Joseph Murray
- (2) If to the Town, to:
Town of Wake Forest
301 Brooks Street
Wake Forest, NC 27587-2932
Attn: Kip Padgett, Town Manager

(c) Any addressee may designate additional or different addresses for communications by notice given under this Section to each of the others.

9.03 Non-Business Days. If the date for making any payment or the last day for the performance of any act or the exercising of any right shall not be a Business Day, such payment shall be made or act performed or right exercised on or before the next preceding Business Day.

9.04 Severability. If any provision of this Agreement shall be determined to be unenforceable, that shall not affect any other provision of this Agreement.

9.05. Entire Agreement; Amendments. This Agreement, including Exhibits A and B attached, which are incorporated herein and made a part hereof, constitutes the entire contract between the Parties, and this Agreement shall not be changed except in writing signed by all the Parties.

9.06. Binding Effect. Subject to the specific provisions of this Agreement, this Agreement shall be binding upon and inure to the benefit of and be enforceable by the Parties and their respective successors and assigns.

9.07. Time. Time is of the essence in this Agreement and each and all of its provisions.

9.08. Liability of Officers and Agents. No officer, agent, or employee of the Town or the Company shall be subject to any personal liability or accountability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officers, agents, or employees shall be deemed to execute such documents in their official capacities only, and not in their individual capacities. This Section shall not relieve any such officer, agent, or employee from the performance of any official duty provided by law.

9.09. Counterparts. This Agreement may be executed in several counterparts, including separate counterparts. Each shall be an original, but all of them together constitute the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in their corporate names by their duly authorized officers, all as of the date first above written.

Signature page follows

[SEAL]

BLUE FORCE TECHNOLOGIES INC.

ATTEST:

By: _____

Name: _____

Title: _____

Secretary

[SEAL]

THE TOWN OF WAKE FOREST

ATTEST:

By _____

Name: _____

Title: _____

Town Clerk

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

Name:

Chief Finance Officer,
Town of Wake Forest, North Carolina

Exhibits:

A- Facility Description

B - Blue Force Technologies Job Creation Specifications

EXHIBIT A **FACILITY DESCRIPTION**

The Company is preparing to expand the organization by adding a facility to support product integration in support of the recent contract award for the development of the Fury aircraft in support of the Bandit Program. The Company was awarded a contract by the U.S. Air Force (contract number FA4890-22-C-0005) for \$50,000,000 with an initial funding increment of \$9,000,000. This contract is to complete detailed design, complete key risk reduction activities, and subsequently build, ground test, and flight test four (4) Fury aircraft. In conjunction with this contract award, the Company was awarded a Strategic Funding Increase (STRATFI) for up to \$15,000,000. The United States Air Force has announced the contract and is presently looking for opportunities to accelerate the program. The new facility will need the space and infrastructure to support a threshold production level of 4 or 5 aircraft per month. The facility identified is located at 204 Capcom Avenue, Wake Forest, North Carolina (PIN 1830905590).

EXHIBIT B
BLUE FORCE TECHNOLOGIES JOB CREATION SPECIFICATIONS

GFY	Employees	CAPEX [\$k]	TECH	A&P	ENG	SUPPORT	ANNUAL SALARY
2023	32	\$ 1,500	15	3	11	3	\$ 70,481
2024	67	\$ 1,500	30	7	23	7	\$ 73,013
2025	97		45	10	33	9	\$ 75,224
2026	113		51	11	40	11	\$ 78,402
2027	125		56	13	44	12	\$ 81,036
		TOTAL: \$ 3,000					

	TECH	A&P	ENG	SUPPORT
ALLOCATION	45%	10%	35%	10%
ESCALATION	3.3%	3.3%	3.3%	3.3%
YEAR	\$/YR	\$/YR	\$/YR	\$/YR
1	\$ 49,400	\$ 71,800	\$ 105,000	\$ 48,000
2	\$ 51,030	\$ 74,169	\$ 108,465	\$ 49,584
3	\$ 52,714	\$ 76,617	\$ 112,044	\$ 51,220
4	\$ 54,454	\$ 79,145	\$ 115,742	\$ 52,911
5	\$ 56,251	\$ 81,757	\$ 119,561	\$ 54,657

Legend:

GFY: Government Fiscal Year (July 1- June 30)

TECH: Aircraft Technicians

A&P: Airframe and Powerplant Mechanics

ENG: Engineers

Support: Support Staff

CAPEX: Direct Capital Expenditure Investments

RESOLUTION 2022-27

RESOLUTION OF AGREEMENT TO CERTAIN INCENTIVES TO BE PROVIDED BY THE TOWN OF WAKE FOREST TO THE COMPANY IN CONNECTION WITH THE COMPANY'S LOCATION OF AN AIRCRAFT INTEGRATION FACILITY IN THE TOWN OF WAKE FOREST, NORTH CAROLINA

WHEREAS, the Company plans to locate an aircraft integration facility, which will include at least three million dollars (\$3,000,000.00) of capital investments in business personal property in the Town (the "Project");

WHEREAS, the Project will result in the creation of jobs for at least one hundred twenty-five (125) Full-Time Employees at the Facility;

WHEREAS, the Project will result in a new source of ad valorem property taxes, sales tax, and other revenues which will ultimately benefit the citizens of the Town;

WHEREAS, the Town chooses to support the Project with fiscally reasonable assistance, which allows for a significant return on investment for the Town;

WHEREAS, the Town and the Company desire to enter into this Agreement to support the Project; and

WHEREAS, the long-term commitments of the Town and stability provided by this Agreement are essential for the Company to undertake the Project.

NOW, THEREFORE BE IT RESOVLED, that the Board of Commissioners of the Town of Wake Forest hereby approves the Incentive Agreement between Blue Force Technologies Inc. and the Town and authorizes the Town Manager to execute all necessary documents to implement.

Duly adopted this 21ST day of June 2022.

(ATTEST)

Theresa Savary
Town Clerk

Vivian A. Jones
Mayor



Board of Commissioners Agenda Item Report

Agenda Item No.: 2021-604-

Submitted by: Elisabeth Palermo

Submitting Department: Engineering

Meeting Date: June 21, 2022

SUBJECT

Consideration of Amending the Code of Ordinances Chapter 30 - Traffic and Vehicles; Article VI. - Traffic Schedules Sec. 30-241. - Schedule I, parking prohibited at all times to provide adequate roadway width for both directions of traffic on Heritage View Trail near the Marshall Farm St. traffic circle and the bulb out on Heritage View Trail near Wild Meadow Ln. as further described in the summary and maps provided.

Recommendation:

Residents brought forth concern that when cars are parked on both sides of Heritage View Trail, it is difficult to maneuver safely due to width of the street. Vote on which option will best address concerns. Maps attached show location of the No Parking area.

Item Summary:

ATTACHMENTS

- [AttachmentA_summary_Heritage_View_Trail_No_Parking.docx](#)
- [AttachmentB_OPTION 1 Heritage_View_Trail_No_Parking.pdf](#)
- [AttachmentC_OPTION 2 Heritage_View_Trail_No_Parking.pdf](#)
- [AttachmentD_Ord2022-x-Controlled_Residential_Parking_Heritage_View_Trail.docx](#)

Agenda Item: Consideration of Amending the Code of Ordinances Chapter 30 - Traffic and Vehicles; Article VI. - Traffic Schedules Sec. 30-241. - Schedule I, parking prohibited at all times to provide adequate roadway width for both directions of traffic on Heritage View Trail near the Marshall Farm St. traffic circle as further described in the summary and maps provided.

Summary: Residents have brought to the attention of the staff that vehicles parking on both sides of Heritage View Trail make it difficult to maneuver safely through the street due to width of the street. The Board will vote on two options to address this concern. Option one is to leave the parking the same and not eliminate parking on Heritage View Trail. Option 2 is to designate a No Parking area on Heritage View Trail northwest of the intersection at Marshall Farm St. for northwest bound traffic and southeast bound traffic. Also, designate a No Parking area on Heritage View Trail approaching the “bulb out” of the road between Heritage Spring Circle and Wild Meadow Lane for both directions of traffic. Maps attached show location of the No Parking area.

Attachment: Ordinance, maps



TOWN of
WAKE FOREST

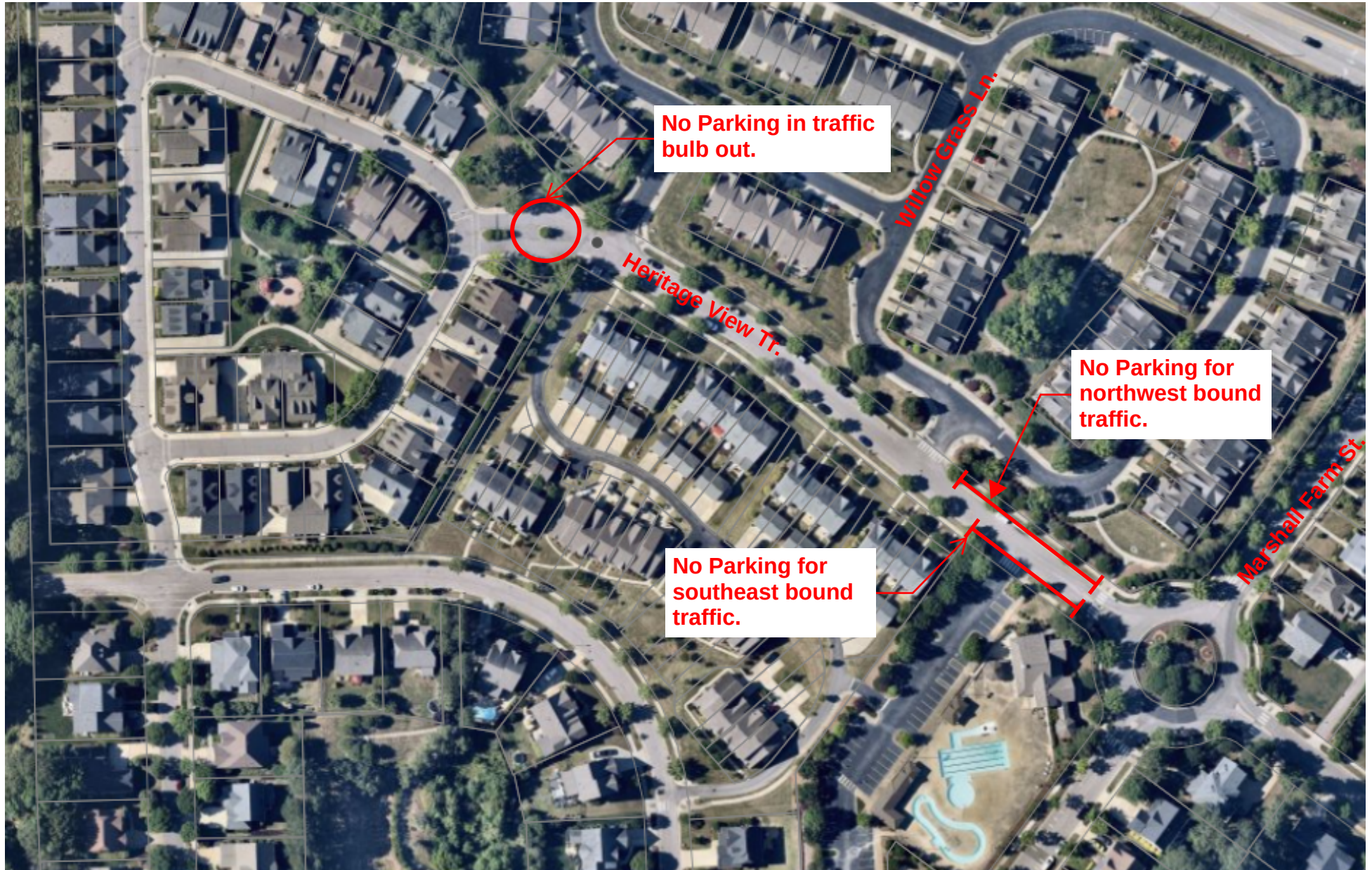
OPTION 1: HERITAGE VIEW TRAIL TO REMAIN AS IS



TOWN of
WAKE FOREST



OPTION 2: ADD NO PARKING SIGNS TO HERITAGE VIEW TRAIL



ORDINANCE 2022-X

ORDINANCE AMENDING THE CODE OF ORDINANCES CHAPTER 30 - TRAFFIC AND VEHICLES; ARTICLE VI. - TRAFFIC SCHEDULES SEC. 30-241. - SCHEDULE I, PARKING PROHIBITED AT ALL TIMES; TO PROVIDE RESIDENTIAL CONTROLLED PARKING ALONG HERITAGE VIEW TRAIL IN THE TOWN OF WAKE FOREST, NORTH CAROLINA

WHEREAS, Representatives from three Homeowners Associations (Heritage Spring, Heritage Trace and Wildflower Townes at Heritage South) contiguous to Heritage View Trail brought it to staff's attention that cars parking on Heritage View Trail are impeding two directional traffic; and

WHEREAS, residence brought it to staff's attention that traffic exiting the roundabout do not have adequate room to safely maneuver vehicles including emergency vehicles; and

WHEREAS, the board was given options at their Board of Commissioner Work Session on June 7, 2022;

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the Town of Wake Forest, North Carolina, that Chapter 30 - Traffic And Vehicles; Article VI. - Traffic Schedules Sec. 30-241. - Schedule I, Parking Prohibited at all times be amended to include the following:

Add:

Heritage View Trail, north side, 30 ft north of the Marshall Farm St. traffic circle to 30 ft before Willow Grass Ln.

Heritage View Trail, south side, 190 ft north of Marshall Farm St. traffic circle to 30 ft south of the Marshall Farm St. traffic circle.

Heritage View Trail and approaching and the entire "bulb out" of the road between Heritage Spring Circle and Wild Meadow Ln. for both directions of traffic.

Duly adopted this 7th day of June 2022.

TOWN OF WAKE FOREST

Mayor:

Vivian A. Jones,
Mayor

Approved as to form:

Hassan Kingsberry,
Town Attorney

ATTEST:

Terry Savary, CMC, Town Clerk



Board of Commissioners Agenda Item Report

Agenda Item No.: 2021-603-

Submitted by: Elisabeth Palermo

Submitting Department: Engineering

Meeting Date: June 21, 2022

SUBJECT

Consideration of Amending the Code of Ordinances Chapter 30 - Traffic and Vehicles; Article VI. - Traffic Schedules Sec. 30-256

Recommendation:

Due to neighborhood concerns, staff is recommending installing two additional stop signs at the intersection of Old Dairy Drive and Thicketon Circle to create a four-way stop intersection and force traffic to stop on Old Dairy Drive.

Item Summary:

ATTACHMENTS

- [AttachmentA_Old_Dairy_Dr_All_Way_Stop_Summary.docx](#)
- [AttachmentB_OPTION 1 OLD DAIRY NO STOP SIGNS.pdf](#)
- [AttachmentC_OLD DAIRY ADD STOP SIGNS.pdf](#)
- [AttachmentD_Ord2022-x-Four_Way_Stop_Old_Dairy_Dr_Thicketon.docx](#)

Agenda Item: Consideration of Amending the Code of Ordinances Chapter 30 - Traffic and Vehicles; Article VI. - Traffic Schedules Sec. 30-256 - Schedule X, stop intersections; to include: the following shall be schedule X and may be sited as such Old Dairy Drive- and Thicketon Circle., four-way stop.

Summary: The Board will vote on two options to increase public safety and general traffic awareness in Holding Village. Option one is to leave the intersection of Old Dairy Drive and Thicketon Circle a two-way stop with traffic on Old Dairy Drive not required to stop. Option 2 is to install two additional stop signs at the intersection of Old Dairy Drive and Thicketon Circle to create a four-way stop intersection and force traffic to stop on Old Dairy Drive.

Attachment: Ordinance, maps



TOWN of
WAKE FOREST

OPTION 1: DO NOT ADD STOP SIGNS TO OLD DAIRY DRIVE



TOWN of
WAKE FOREST



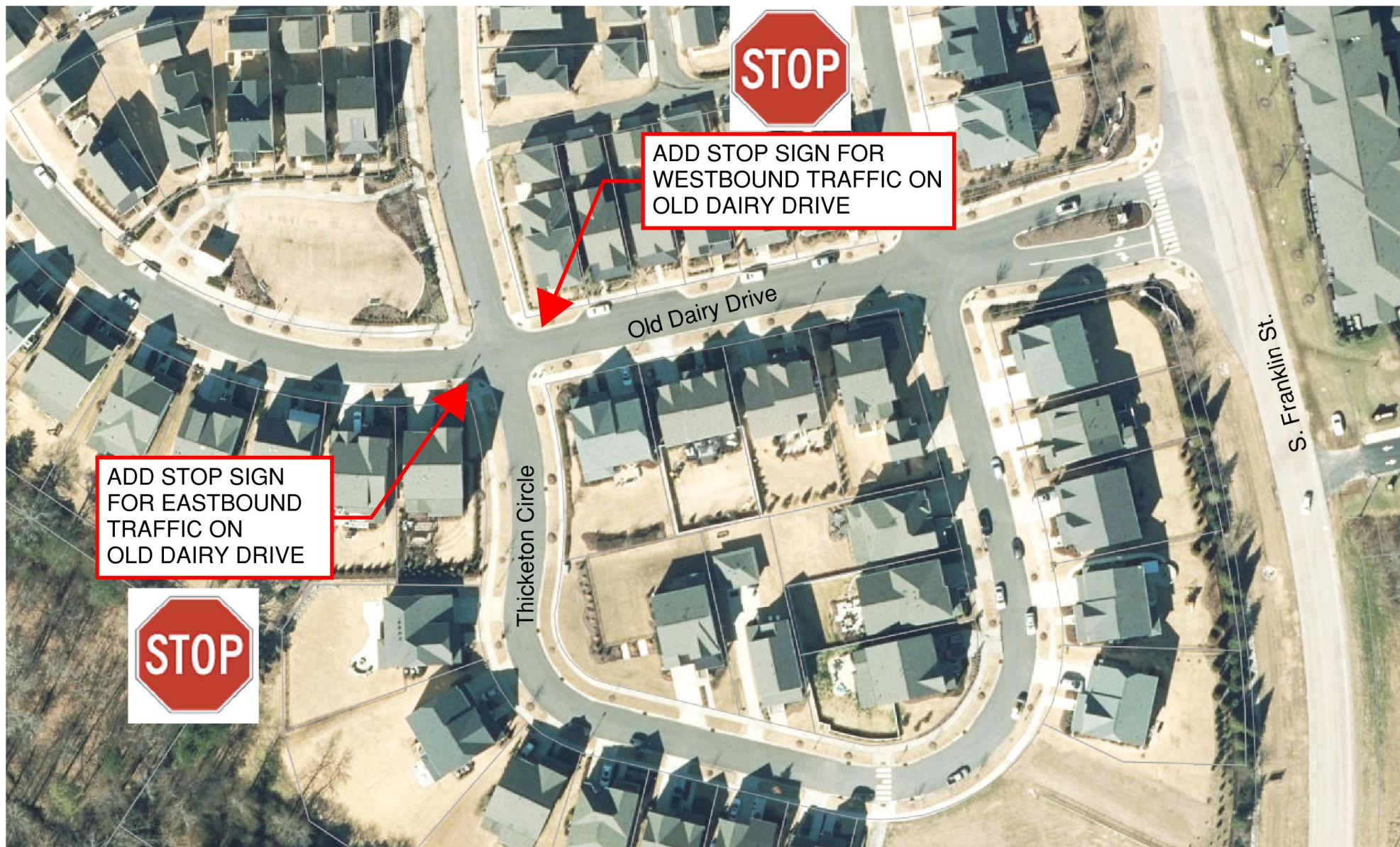


TOWN of
WAKE FOREST

OPTION 2: ADD TWO STOP SIGNS TO OLD DAIRY DRIVE



TOWN of
WAKE FOREST



ORDINANCE 2022-X

ORDINANCE AMENDING THE CODE OF ORDINANCES CHAPTER 30; TRAFFIC AND VEHICLES; ARTICLE VI. - TRAFFIC SCHEDULES SEC. 30-256. – SCHEDULE X, STOP INTERSECTIONS; TO TRAFFIC CALMING ALONG OLD DAIRY DR. IN THE TOWN OF WAKE FOREST, NORTH CAROLINA

WHEREAS, Residents Holding Village brought it to staff's attention that traffic on Old Dairy Dr. at the intersection of Thicketon Cir. is the location for several school bus stops and pedestrian traffic;

WHEREAS, and residents have expressed to staff their concern for life safety at the intersection of Old Dairy Dr. and Thicketon Cir.; and

WHEREAS, a four-way stop at the intersection of Old Dairy Dr. and Thicketon Cir will improve conditions.; and

WHEREAS, the board was given options at their Board of Commissioner Work Session on June 7, 2022;

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the Town of Wake Forest, North Carolina, to amend the Code of Ordinances that Chapter 30 - Traffic And Vehicles; Article VI. - Traffic Schedules Sec. 30-256. - Schedule X, Stop Intersections to convert the the intersection of Old Dairy Dr. and Thicketon Circle. To a four-way stop control as follows:

Add:

**The following shall be schedule X and may be cited as such:
Old Dairy Dr. and Thicketon Cir., four-way stop.**

Duly adopted this 7th day of June 2022.

TOWN OF WAKE FOREST

Mayor:

Vivian Jones,
Mayor

Approved as to form:

Hassan Kingsberry,
Town Attorney

ATTEST:

Terry Savary, CMC, Town Clerk



Board of Commissioners Agenda Item Report

Agenda Item No.: 2021-605-

Submitted by: Monica Sarna

Submitting Department: Engineering

Meeting Date: June 21, 2022

SUBJECT

Consideration of Approval of On-Call Stormwater Engineering Services

Recommendation:

Consideration of Approval of On-Call Stormwater Engineering Services

Item Summary:

ATTACHMENTS

- [SummarySheet_On-Call_Engineering.docx](#)
- [Attachment A_2022-xx_Resolution.docx](#)
- [Attachment B - Staff Report.docx](#)
- [Attachment C - RFQ_21-0007 On-Call Stormwater Engineering_Services.pdf](#)

ITEM TITLE:	Consideration of Approval of On-Call Stormwater Engineering Services
ITEM SUMMARY:	Short-list of the recommended consultants for Stormwater Engineering On-Call Services for the Town of Wake Forest. The following 5 firms are recommended by the selection committee: • KCI Associates of NC • LJB Inc. • McAdams • Timmons Group • WSP USA Inc. Additional details are found in Attachment B.
ATTACHMENTS:	Attachment A – Resolution to Award - On-Call Stormwater Engineering Services Attachment B – Staff Report - On-Call Stormwater Engineering Services Attachment C – RFQ - On-Call Stormwater Engineering Services

RESOLUTION 2022-XX

RESOLUTION AUTHORIZING THE TOWN MANAGER TO EXECUTE ON BEHALF OF THE TOWN OF WAKE FOREST, THE PROFESSIONAL SERVICES ON-CALL MASTER SERVICE AGREEMENT CONTRACT FOR STORMWATER ENGINEERING SERVICES FOR A THREE YEAR BASE TERM

WHEREAS, on-call stormwater engineering services agreements are an effective way to retain professional engineering consultants to ensure that the Town's projects are designed and constructed in a timely and cost-effective manner that meets Town's standards; and

WHEREAS, consistent with the Town's purchasing policy, on March 16, 2022, the Town published a Request for Qualifications (RFQ) inviting interested firms to submit; and

WHEREAS, on April 11, 2022 the Town received a total of 15 submissions; and

WHEREAS, a selection committee consisting of staff from Wake Forest Engineering and Wake Forest Planning reviewed the 15 submitted RFQs; and

WHEREAS, Five (5) of the firms were selected as qualified firms to provide on-call stormwater engineering services; and

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Town of Wake Forest hereby authorizes the Town Manager to execute Professional Services On-Call Master Agreement contracts with KCI Associates of NC, LJB Inc., McAdams, Timmons Group, and WSP USA Inc. for on-call Stormwater Engineering services for the three year base term with the option to extend two additional years, with the understanding that services will be provided on an as-needed bases, with no guarantee of any level of effort from an individual firm.

This the XXst day of June 2022.

Motion by: _____

Second by: _____

Mayor: _____

ATTEST:

(Town Clerk)

STAFF REPORT

To: Board of Commissioners
Date: June X, 2022
Case: On-Call Stormwater Engineering Services
Prepared By: Monica Sarna, Stormwater Engineering Manager

PURPOSE:

To authorize the Town Manager to negotiate an On-Call Stormwater Engineering Services contract with the following firms: KCI Associates of NC, LJB Inc., McAdams, Timmons Group, and WSP USA Inc.

BACKGROUND INFORMATION:

The Engineering Department is requesting to contract on-call engineering stormwater services for the analysis, design, and construction support of specified, unspecified, and emergency stormwater projects. The Town will be using over \$6 million in funds from the American Rescue Plan Act (ARPA) to address historical stormwater issues and conduct watershed studies. In addition to the ARPA projects, the Town is currently conducting a Stormwater Infrastructure Assessment (SIA). These analyses will identify water quantity and quality problem areas. The contracts will be able to address imminent and forthcoming stormwater needs.

The on-call services will be utilized by the Engineering Department for ARPA and non-ARPA funded Town projects. The Planning Department, Public Works Department, and Parks, Recreation & Cultural Resources Department may also utilize this contract. There is no cost commitment associated with the Master Agreement. The financial impact will be associated with the execution of contract agreements for specific assignments. On March 16, 2022, staff advertised a Request for Qualifications (RFQ) for on-call engineering services. The deadline for proposal submission was April 11, 2022 at 5pm.

STAFF ANALYSIS:

The proposals were evaluated based on:

1. Letter of Interest (15%)
2. Organization of Consultant Team, Firm Capacity and Workload (20%)
3. Qualifications and Experience (30%)
4. Project Approach (25%)
5. Project Schedule (10%)

There were fifteen (15) proposals submitted. Each met the technical requirements for submission and were evaluated by the selection committee using criteria 1 through 5. The internal review of each proposal was done by staff from Engineering and Planning. Five (5) of the fifteen (15), listed above, were selected by the committee to be recommended for on-call.

STAFF COMMENTS:

Staff recommends the approval of the resolution to authorize the Town Manager to execute an on-call CEI Master Agreement service contract with KCI Associates of NC, LJB Inc., McAdams, Timmons Group, and WSP USA Inc. Upon approval, the consultants will sign the Master Agreement with the Town.



TOWN *of* WAKE FOREST

REQUEST FOR QUALIFICATIONS FOR ON-CALL STORMWATER ENGINEERING SERVICES RFQ # 21-0007

CONTACT: MONICA SARNA, PE
TOWN OF WAKE FOREST
ENGINEERING DEPARTMENT
301 SOUTH BROOKS ST
WAKE FOREST, NC 27587
MSARNA@WAKEFORESTNC.GOV
919.435.9442

Qualifications Due Date: Monday, April 11, 2022, at 5:00 p.m.

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SECTION 1 – REQUEST FOR QUALIFICATIONS

Introduction

The Town of Wake Forest's Engineering Department is seeking qualified and competent consultants to provide On-Call Engineering Services for various stormwater projects. The Town of Wake Forest (Town) is seeking several firms whose combination of experience and expertise will provide timely, professional services.

The number of consulting firms selected will be determined by the Town after the RFQ process is completed. The Town intends for the RFQ process to result in the execution of Master Services Agreements (MSAs) and Supplemental Services Agreements (SSAs) between the Town and the selected firms.

The consulting firms must comply with all applicable ordinances, state, federal and local laws and the terms and conditions of the contract agreement. Interested firms must employ personnel who meet the qualifications and have experience in stormwater engineering services. The Town of Wake Forest encourages participation by Disadvantaged Business Enterprises.

Scope of Work

The Town of Wake Forest anticipates selecting one or more firms to provide services. Each firm selected for an on-call contract will be required to enter a MSA with the Town of Wake Forest. Selection by the Town for the MSA is not a guarantee that any firm will receive a project. The Town makes no guarantee of specific volume of work or a total contracted amount arising from this solicitation. This master agreement will:

- Fulfill the consultant solicitation and selection process for the work to be performed under the on-call contract; and
- Establish current hourly rates for each employee that may perform work on the contract by position class and establish a method of calculation and payment for all other direct/indirect project expenses.
- Work performed under the MSA will be conducted through Supplemental Services Agreements

MSAs shall be for a three-year period, with an option to extend the contract for two additional years. Upon execution of a MSA, the Town has the option of requesting a selected firm to develop a scope of work for an individual stormwater project utilizing a SSA. SSAs may be negotiated for multiple projects at once. The types of projects anticipated have been scoped into four disciplines as outlined below, but not limited to:

Individual Watershed Studies

The Town is seeking expertise in developing comprehensive Stormwater Watershed Studies for the Town's watersheds. The Town will also seek assistance in updating the 2015 Smith Creek Watershed Restoration Plan. The goal of the studies is to take an integrated and full look at existing conditions, identify erosion, flooding and drainage issues and provide a master drainage plan to address existing problems and future concerns. This will be accomplished by developing existing and future condition hydrologic models, identifying flood hazards, developing and/or updating stormwater management improvement alternatives and recommend drainage improvement projects with associated costs.

Unspecified Stormwater Projects

The Town will identify various projects where there are storm drainage and water quality issues. Drainage systems may include closed and open systems and require rehabilitation, replacement, or improvement. Stormwater quality projects may include proposed stormwater control measures, stream stabilization and restoration. Projects may be located within the Right-of-Way and on public and private properties. In general, the following may be included in SSA, but not limited to:

- Hydrology and Hydraulic Modeling
- Stormwater Drainage System Design and Rehabilitation
- Stormwater Drainage System Alternative Analysis and Recommendations
- Stormwater Control Measure (SCM) Feasibility Study, Recommendations, and Design
- SCM Retrofitting and Rehabilitation
- Channel stabilization
- Stream Restoration
- Construction Documents (Plans, Technical Specifications, Bidding, Cost Estimates)

Specified Stormwater Projects

H.L. Miller Park: The Town owned park is located at the intersection of Elm Ave/ S Franklin St. and E Jones Ave/ S Taylor St. A stream runs through the park and the adjacent property, Wake Electric Membership Corporation. The unstable stream banks are actively eroding resulting in tree loss, potential safety concerns, and washing heavy loads of sediment downstream into Spring Branch/Smith Creek. The objective of the project will be to take a holistic approach to improvements to the park. In addition to addressing the stream bank erosion, the project will need to incorporate park improvements including, but not limited to park amenities, new greenway, utility services and pedestrian bridges.

As part of this project, the Town will require the firm to provide a feasibility study, design plans including permitting and flood study, prepare bid documents, assist with acquisition, meet with and coordinate with stakeholders, and participate in public involvement.

Supporting Services

The Town may ask for assistance for the following services:

- Floodplain
 - Flood Study
 - No-Impact Certification
 - Conditional Letter of Map Revision (CLOMR)
 - Letter of Map Revision (LOMR)
- Surveying
 - Easement and Property Acquisition
 - As built
 - Topographic
- Dam Safety Analysis
 - Dam Inspection
 - Dam Rehabilitation
 - Breach Analysis
 - Emergency Action Plans
- Environmental and Other Required Permitting

- Erosion and Sediment Control
- Illicit Discharge Detection and Elimination
- Stream and Wetland Determination
- Stream and Wetland Permitting and Mitigation
- Environmental Site Assessment
 - Phase I
 - Phase II
- State Permitting
- Utility Coordination
- NCDOT Permitting and Coordination
- Railroad Coordination and Permitting
- Public Involvement
 - Meetings
 - Outreach Material
- Procurement and Construction Administration
 - Bid Phase Involvement
 - Construction Administration
- Inspections
 - Storm Drain Inspections via CCTV
 - Culvert Inspections
 - Stormwater Control Measure Inspections
 - Dry-Weather Inspections
- Geotechnical
 - Subsurface Investigations and Reports
 - Construction Testing
- Miscellaneous
 - Stormwater Infrastructure Mapping
 - Stormwater Pollution Prevention Plans
 - Development Plan Review

Submittal of Qualification Package

RFQ submissions must follow the format as defined in Section 2 SUBMITTAL PACKAGE REQUIREMENTS. Submit one (1) electronic version or one (1) USB flash drive containing a PDF of **the qualifications package must be received no later than 5:00 p.m., April 11, 2022.** Late submittals will not be considered.

Qualifications are being received for four disciplines: (1) Individual Watershed Studies, (2) Unspecified Stormwater Projects, (3) Specified Stormwater Project and (4) Support Services. Consulting firms may provide qualifications for multiple disciplines under one submittal. The submittal should be tailored to provide the most information as to their qualifications, personnel, experience in work areas and committed workload.

Qualifications packages should be emailed to msarna@wakeforestnc.gov or enclosed in a sealed envelope/box marked: **Request for Qualifications – On-Call Stormwater Engineering Services RFQ #21-0007** to be mailed or personally delivered to:

**Town of Wake Forest
Engineering Department
Attention: Monica Sarna, PE
301 S. Brooks Street
Wake Forest, NC 27587**

Submittals shall be limited to a maximum of twenty (20) double-sided standard pages (8-1/2" x 11", font size 10 or larger). Required forms, resumes, dividers and coversheet will not count toward the page limit. Packages which exceed the page limit may be rejected as non-compliant. The electronic version must be submitted as high quality viewable and printable Adobe Portable Document File (PDF).

RFQ Schedule of Events

Provided below is the anticipated schedule of events. The Town reserves the right to adjust the schedule and. Questions are to be received by March 25, 2022, 5:00 PM. Please title of the subject line of the email as "On-Call Stormwater Engineering Services." Questions will be answered via an addendum on the Town's website by March 31, 2022, 5:00 PM

Action	Date and Time
Issue Request for Qualifications	March 16, 2022
Submit Written Questions No Later Than	March 25, 2022
Provide Response to Questions/Addendum	March 31, 2022
RFQ Due	April 11, 2022
Contract Award	April/May 2022

SECTION 2 – SUBMITTAL PACKAGE REQUIREMENTS

The qualifications package shall consist of the following information, tabbed as identified and in the order indicated. A firm who submits a package that does not follow the order or address each sections specified below may be deemed non-responsive.

Letter of Interest (LOI)

The Letter of Interest (LOI) must be addressed to Monica Sarna, PE, Stormwater Engineering Manager. The letter should contain the following elements of information:

- Provide firm name, year established, address, telephone number, email address, and contact person. Briefly describe your firm's operating history.
- Indicate to which discipline apply to the submittal
- Describe your interest in this Project and the unique advantage your firm and team bring.
- Acknowledgement of any RFQ Addenda (if any) posted on the Town's website.
- Identify if the firm is classified as a Disadvantaged Business Enterprise.
- State any conflicts of interest your firm or any key individuals may have with this program or with the Town.

Organization of Consultant Team, Firm Capacity and Workload

- Provide an organizational chart which clearly identifies the key members of the project team (both prime and sub-consultant) contractual relationship between firms, and names of specific staff proposed for this project, including their titles. Identify certified Minority Business Enterprises (MBE) or Women Business Enterprises (WBE) firms, if any.
- Responsibilities to be fulfilled by each team member assigned to project(s). Clearly delineate roles and responsibilities of the various team members, identify specialty, level of expertise, education, and direct work experience. The description of responsibilities will include an estimated percentage of the total project that is to be completed by each individual team member.
- Clearly identify the project manager for each discipline and describe how services and project(s) will be successfully managed. Also, describe how quality will be controlled and ensured across all disciplines.
- Provide a description of firm's ability to handle multiple concurrent projects in terms of equipment, staff availability, and scheduling capacity.

Qualifications and Experience

- Provide similar examples of similar projects, either currently in progress or having been completed in the past five (5) years. If submitting for multiple disciplines, provided at least one example for each discipline. Include subconsultant (if any) capabilities as related to scope of work. Include only projects involving the firms, key team members or subcontractors proposed for this project. Each of the project summaries will include the following:
 - Descriptions of the project including size and scope
 - Project schedule: initial schedule and final schedule, including explanations of delays if any
 - Initial project budget and final project cost
 - Date and times the project services were performed
 - Owner's representative having knowledge of the firm's work, include contact information
 - Description of services rendered by the firm and the degree of involvement
 - Key principle and associate staff involved including their assigned responsibilities
 - Experience should demonstrate the ability to perform similar work with municipalities of similar size and complexity
- Provide a resume detailing professional qualifications of key management and staff personnel to be assigned to the project(s). Please do not list firm staff that is not directly working on the Project team.

Project Approach

- Discuss the firms understanding of each discipline, the objectives, and describe the proposed project approach to deliver services in efficient, timely and professional manner. Include proposed methodologies, techniques, and procedures to fulfill the scope of work.
- Provide a breakdown and description of tasks assigned per project team member.
- Describe your firm's project management and quality assurance/quality control procedures.
- Describe any support needed from the Town staff to execute services.

- Share any unique perspectives or innovative methods the firm has implemented in mitigating stormwater issues and concerns.

Project Schedule

- Provide an explanation of how your firm determines project schedules for a typical Engineering Service request and what methods your firm uses to ensure the schedule is met. If a contract is awarded, the selected Firm must be able to begin working immediately and move promptly toward completing the work.

SECTION 3 – EVALUATION PROCESS

The firm(s) will be selected through a qualifications-based selections process. The Town expects to award to the best qualified firm(s) based on the requirements in this solicitation. As part of the evaluation process, the Town reserves the right to request additional information and/or interview any or all the firms. A selection committee comprised of Town staff will review the proposal packages. All proposals will be evaluated based on the following criteria:

- Letter of Interest (15)
- Organization of Consultant Team, Firm Capacity and Workload (20)
- Qualifications and Experience (30)
- Project Approach (25)
- Project Schedule (10)

The evaluation criteria are intended to be used to make a recommendation to the Town Manager or the Board of Commissioners who will award the contract, but who is not bound to use these criteria or to award based on the recommendation.

Firms will not be considered unless the following minimum qualifications are met:

- Firm(s) must be properly registered with the North Carolina Secretary of State's Office
- Firm(s) must be properly registered with the North Carolina Board of Examiners for Engineers and Surveyors
- Firm(s) must employ at least one (1) North Carolina Registered Professional Engineer in responsible charge of the work anticipated. The Professional Engineer must have good ethical and professional standing.

Firms that submit RFQs will be notified of the selection results. The Town anticipates initial approval of the selected firm(s) in April/May 2022.

SECTION 4 – ADDITIONAL INFORMATION

Communication

All communication of any nature with respect to this RFQ shall be addressed to the project manager

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

Conflict of Interest

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

Trade Secrets and Public Records

Records received by the Town in response to the Request for Qualifications are public records and subject to public inspection and copying. The Public Records law (N.C.G.S. 132-1 et seq.) authorizes the Town to withhold from public inspection and copying legitimate and properly marked 'trade secrets'.

Note that to protect a 'trade secret' detail requirements must be met, such as:

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

Submittal Ownership/Costs

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

Non-Warranty of Request for Qualifications

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

all information necessary to effect their submittals.

Request for Clarification

The Town of Wake Forest reserves the right to request clarification of information submitted and to request additional information of one or more firms, either orally or in writing.

Acceptance/Rejection of Submittals

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

The Town of Wake Forest reserves the right to allow alterations, modifications, or revisions to individual elements of the Scope of Services any time during the period of contracts which result from this RFQ.

Indemnification

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

Financial Capacity

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

Familiarity and Compliance with Laws, Regulations and Ordinances

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

Insurance Requirements

The firm selected under this RFQ will be required, during the life of the contract with the Town, to purchase and maintain the following insurance with a company acceptable to the Town and authorized to do business with the State of North Carolina:

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

Comprehensive General Liability: Bodily injury and property damage liability insurance shall protect the Consultant from claim of bodily injury or property damage which arises from

operations of this contract. The amounts of such insurance shall not be less than \$1,000,000 bodily injury and property damage liability each occurrence/aggregate. This insurance shall include coverage for product/completed operations and contractual liability assumed under the indemnity provision of this contract. **The Town of Wake Forest shall be listed as an “Additional Insured”.**

Consultant’s Professional Liability: In a limit of not less than \$1,000,000.

Workers’ Compensation and Occupational Disease Insurance:

Coverage A – Worker’s Compensation: Meeting the statutory requirements of the State of North Carolina.

Coverage B – Employer’s Liability: \$1,000,000 each accident / \$1,000,000 disease – each employee/\$1,000,000 disease – policy limits.

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

Randy Driver, Purchasing Manager
rdriver@wakeforestnc.gov
919. 435.9474
Town of Wake Forest
234 Friendship Chapel Road
Wake Forest, NC 27587

Equal Opportunity

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

Americans with Disabilities Act (ADA) Compliance

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

All work shall comply with the Americans with Disability Act along with Chapter 11 of the 2009 NC Building Code and the 2003 edition of ICC/ANSI A117.1.

Minority/Women/Small Business Enterprise

It shall be the practice of the Town of Wake Forest Government to provide minority-owned, women-

owned, and small business enterprises (collectively “M/W/SBE) as well as other responsible vendors with fair and reasonable opportunity to participate in Town of Wake Forest’s business opportunities including but not limited to employment, construction development projects, and material/services, consistent with the laws of the State of North Carolina. The policy of the Town of Wake Forest prohibits discrimination against any person or business in pursuit of these opportunities on the basis of race, color, national origin, religion, sex, age, disability, or veteran’s status. It is further the policy of the Town of Wake Forest to conduct its contracting and procurement programs so as to prevent such discrimination and to resolve any and all claims of such discrimination. The Town of Wake Forest has adopted a goal of 10% for participation by M/W/SBE for formal contracts awarded by the Town.

Vendor Registration

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

E-Verify

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

Iran Divestment Act

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

Divestment from Companies that Boycott Israel

The firm shall represent, covenant, and certify that it is not listed on the list of restricted companies developed and published by the North Carolina State Treasurer as required by N.C.G.S. 147-86.81.

APPENDIX:

- A. Draft Master Service Agreement for On-Call Professional Services**
- B. Draft Supplemental Service Agreement**
- C. Town of Wake Forest Standard Terms and Conditions**

APPENDIX A

TOWN OF WAKE FOREST, NORTH CAROLINA MASTER SERVICE AGREEMENT FOR ON-CALL PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT (“Master Service Agreement” or “MSA”) is made and entered into as of the ____ day of _____, 20____, by the Town of Wake Forest (“Town”) and [INSERT NAME HERE] (“Consultant”), organized and existing under the laws of the State of North Carolina.

STORMWATER PROFESSIONAL SERVICES

WHEREAS, the Town desires to engage the Consultant to provide On-Call Stormwater Professional Services related to the studying, design, permitting and construction of stormwater infrastructure projects, stormwater water quality projects, watershed studies, and supportive services (“Services”) as set forth in and in accordance with Supplemental Services Agreements (“SSA”); and

WHEREAS, the Town issued a “Request for Qualifications for On-Call Stormwater Engineering Services RFQ #21-0007” (“RFQ”) dated 16th day of March, 2022; and

WHEREAS, Consultant provides professional consulting services and has experience, staff, and resources to perform such Services;

NOW THEREFORE, Town and Consultant, in consideration of their mutual covenants, herein agree as follows:

SECTION I. BACKGROUND and PURPOSE

The purpose of the Town’s on-call process is to secure more than one stormwater professional to provide professional on-call engineering services. The purpose of this Agreement is to provide the basic terms and conditions by which Consultant will provide its services to the Town, as the need for Services may arise, and in accordance with the standards and requirements as described herein, and in each SSA.

SECTION II: SERVICES and SCOPE to be PERFORMED

The Consultant shall perform on-call Services as set forth in this MSA and SSA. The SSA is made a part of this Agreement as if fully set forth herein. The Town shall pay Consultant for the performance of Services in the manner set forth herein and in the SSA.

Requests for services made by the Town to Consultant are contingent upon execution of a SSA and the sufficiency of funding. No services shall commence on a particular project until an SSA has been executed by both parties, and the Town has issued a Notice to Proceed to Consultant. Any amendments, corrections, or change orders by either party must be made in writing signed in the same manner as the original. (This form may be used for amendments and change orders.) The Town reserves the right to refuse payment for any work outside that authorized herein or pursuant to a duly approved amendment or change order.

Services to be provided shall be set forth in an SSA, and amendments to that agreement. The SSA may also include additional terms and conditions regarding payment and other matters necessary for the execution of projects. SSAs shall not vary the terms of this Agreement, except where this Agreement authorizes such variance, and shall be interpreted consistently with this Agreement. If there is a conflict between this Agreement and SSAs, this Agreement shall control.

The Town has no obligation to provide Services with any work hereunder and does not guarantee the issuance of any minimum number of SSAs under this Agreement.

Consultant represents and agrees that now and continuing for the term of this Agreement, Consultant:

- is experienced, qualified, skilled, and fully capable of performing Services in a competent and professional manner; and
- shall exercise reasonable care and diligence, and shall act in the best interest of Town; and
- shall act in accordance with generally accepted standards of Consultant's practice applicable to the locality; and shall comply with this Agreement, applicable SSAs, and with all applicable federal, state, and local laws, ordinances, codes, rules, and regulations (collectively "Laws and Regulations"); and
- possesses all necessary qualifications, licenses, and certifications; and
- shall perform in a timely manner and in accordance with schedules required under this Agreement or an applicable SSA, time being of the essence; and
- shall work in good faith with Town to meet requirements imposed by the federal or state government or other funding entity if grants are used to fund any portion of projects; and
- the individual(s) signing Agreement have the right and power to do so and bind Consultant to the obligations set forth herein and such individuals do so personally warrant that they have such authority.

SECTION III: AGREEMENT DURATION

This Agreement shall authorize SSAs to be executed for a three (3) year period from the date of execution of this Agreement. Any SSA executed within period of execution of this Agreement shall be binding for the period set forth therein, and this Agreement and such SSA, and amendments to such Agreements, shall be binding for the time period set forth in the SSA. Any SSA executed within this four-year period may be amended for additional scope, fee, or time. The Agreement may be extended for two (2), one-year periods.

Services shall commence upon execution of SSAs describing the specific project and Services to be performed. A written Notice to Proceed following execution of such SSA(s) will be issued to the Consultant. Consultant will not commence Services until such notice is received.

SECTION IV: COMPLETE WORK without EXTRA COST

Unless otherwise provided, the Consultant shall obtain and provide, without additional cost to the Town, all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform the Services.

SECTION V: COMPENSATION

The terms of payment for Services provided by Consultant shall be set forth in each SSA. Such agreement may provide for compensation in accordance with an hourly rate schedule, or a set fee

for Services, paid one time or in periodic payments, or a combination of these methods of compensation.

Unless otherwise provided in the SSA, Consultant shall obtain, and provide, without additional cost to the Town, all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform Services under this Agreement. In addition to hourly rates or the set fee payment set forth in the SSA, Town shall pay Consultant for expenses and costs only when reimbursement for such items is specifically provided for in an SSA. The Town shall not be obligated to pay any expenses and costs not specifically identified in an SSA.

SECTION VI: CONSULTANT'S BILLINGS to TOWN

The Consultant shall submit an invoice once Service is completed or at designated times during the course of completing a Service. Once the invoice is submitted and approved by the appropriate department the terms will be Net 30 days. The terms may only be changed by written consent of the Finance Director.

SECTION VII: INSURANCE

Consultant shall maintain insurance policies at all times with minimum limits as follows:

<u>Coverage</u>	<u>Minimum Limits</u>
Workers' Compensation	Statutory Limits
Employers' Liability	\$ 1,000,000
General Liability	\$1,000,000
Automobile Liability	\$500,000
Professional Liability (E & O)	\$1,000,000 (If Required)

Contractor shall provide the Town with a Certificate of Insurance for review prior to the issuance of any contract or Purchase Order. All Certificates of Insurance will require thirty (30) days written notice by the insurer or contractor's agent in the event of cancellation, reduction or other modifications of coverage. In addition to the notice requirement above, Contractor shall provide the Town with immediate written notice of cancellation, reduction, or other modification of coverage of insurance. Upon failure of the Contractor to provide such notice, Contractor assumes sole responsibility for all losses incurred by the Town for which insurance would have provided coverage. The insurance certificate shall be for the initial contract period of one (1) year and shall be renewed by the contractor for each subsequent renewal period of the contract. The Town shall be listed as certificate holder and named as an additional insured under General Liability. It is required that coverage be placed with "A" rated insurance companies acceptable to the Town. Failure to maintain the required insurance in force may be cause for contract termination. In the event that the contractor fails to maintain and keep in force the insurance herein required, the Town has the right to cancel and terminate the contract without notice. Contractor shall provide proof that a Drug-Free Workplace Program is in place and that drivers meet DOT/CDL licensing requirements, if requested.

SECTION VIII: PERFORMANCE of WORK by TOWN

If the Consultant fails to perform the Services in accordance to Section II above, the Town may, in its discretion, in order to bring the project closer to schedule, perform or cause to be performed some or all of the Services, and doing so shall not waive any of the Town's rights and remedies. Before doing so, the Town shall give the Consultant reasonable notice of its intention. The Consultant shall reimburse the Town for all costs incurred by the Town in exercising its right to perform or cause to be performed some or all of the Services pursuant to this section.

SECTION IX: ATTACHMENTS

The following attachments are made a part of this Agreement and incorporated herein by reference:

Attachment A: Scope of Work

Attachment B: Hourly Rate

SECTION X: NOTICE

All notices and other communications required or permitted by this contract shall be in writing and shall be given either by personal delivery, email, or certified United States mail, return receipt requested, addressed as follows:

To the Town:

Town of Wake Forest
Attn: Monica Sarna, PE
Stormwater Engineering Manager
Engineering Department
301 S Brooks Street
Wake Forest, NC 27587
(919) 435-9442
msarna@wakeforestnc.gov

To the Consultant:

Change of Address, Date Notice Deemed Given:

A change of address, fax number, or person to receive notice may be made by either party by notice given to the other party. Any notice or other communication under this contract shall be deemed given at the time of actual delivery, if it is personally delivered or sent by fax. If the notice or other communication is sent by US Mail, it shall be deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the US Postal Service or upon actual delivery, whichever occurs first.

SECTION XI: INDEMNIFICATION

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

SECTION XII: ADDITIONAL PROVISIONS

(a) Choice of Law and Forum. This contract shall be deemed made in Wake County, North Carolina. This contract shall be governed by and construed in accordance with the law of North Carolina. The exclusive forum and venue for all actions arising out of this contract shall be the appropriate division of the North Carolina General Court of Justice, in Wake County. Such actions shall

neither be commenced in nor removed to federal court. This section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this section.

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

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

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

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

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

(g) Town Policy. THE TOWN OPPOSES DISCRIMINATION ON THE BASIS OF RACE AND SEX AND URGES ALL OF ITS CONSULTANTS TO PROVIDE A FAIR OPPORTUNITY FOR MINORITIES AND WOMEN TO PARTICIPATE IN THEIR WORK FORCE AND AS SUBCONSULTANTS AND VENDORS UNDER CITY CONTRACTS.

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

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

(j) Principles of Interpretation. In this contract, unless the context requires otherwise: (1) The singular includes the plural and the plural the singular. The pronouns "it" and "its" include the masculine and feminine. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The word "person" includes natural persons, firms, companies, associations, partnerships, trusts, corporations, governmental agencies and units, and any other legal entities.

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

(l) E-Verify. Consultant shall comply with the requirements of Article 2 of Chapter 64 of the NC General Statutes. Further, if Consultant utilizes a subconsultant, Consultant shall require the Subconsultant to comply with the requirements of Article 2 of Chapter 64 of the NC General Statutes.

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

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

(o) Quality and Workmanship. All work performed and/or services rendered shall be performed to the satisfaction of the Town of Wake Forest. The work performed and/or services rendered shall not be considered complete, nor applicable payments rendered, until the Town is satisfied with the work performed and/or services rendered.

(p) Standard Terms and Conditions. The Town of Wake Forest's Standard Terms and Conditions listed at https://www.wakeforestnc.gov/sites/default/files/uploads/towf_standard_terms_and_conditions.pdf will govern all matters related to the goods and/or services provided by you or your company (the "Vendor") to the Town of Wake Forest (the "Town"). Additional Terms and Conditions stated on the face of a Town purchase order shall take precedence over any conflicting Standard Terms and Conditions stated. Any Terms and Conditions not stated, but incorporated by reference therein, shall be binding only if provided or signed by the Town and attached hereto. In the event that a binding written contract signed by both the Vendor and the Town exists, the Terms and Conditions of that contract shall supersede any conflicting Standard Terms and Conditions.

SECTION XIII: PRE-AUDIT

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

(Signature of Finance Officer)
Town of Wake Forest
301 S. Brooks Street
Wake Forest, NC 27587

SECTION XIV: TERMINATION

Either party may terminate this Agreement upon sixty (60) day written notice; provided, however, no such termination shall discharge Consultant's obligations to complete and furnish services as previously agreed to by the parties pursuant to this Agreement or any Supplemental Service Agreement, nor shall termination discharge the Town's obligations to pay for such services as provided for in this Agreement or any Supplemental Service Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Town of Wake Forest and the Consultant have caused this contract to be executed under seal by their respective duly authorized agents or officers.

TOWN OF WAKE FOREST:

CONSULTANT:

By: _____

By: _____

Printed

Printed

Witnessed by:

Witnessed by:

Name

Name

Printed

Printed

(SEAL)

(SEAL)

APPENDIX B

TOWN OF WAKE FOREST, NORTH CAROLINA SUPPLEMENTAL SERVICES AGREEMENT NO. [#] TO THE MASTER SERVICE AGREEMENT FOR ON-CALL PROFESSIONAL ENGINEERING SERVICES

SECTION I: PURPOSE

The purpose of this Supplemental Services Agreement (hereinafter “SSA”) is for, **[INSERT NAME HERE]**, the Consultant, to provide On-Call Stormwater Professional Services, as assigned, in accordance with the Agreement titled, “TOWN OF WAKE FOREST, NORTH CAROLINA MASTER SERVICES AGREEMENT FOR ON-CALL PROFESSIONAL ENGINEERING SERVICES” between the Town and **[CONSULTANT]**, dated **[date]** (hereinafter “Master Services Agreement” or “MSA”).

SECTION II: SCOPE

Consultant will perform On-Call Stormwater Professional Services on an as-needed basis upon receipt of request and assignment from the Town representative. The Consultant shall comply with all terms of the MSA, which agreement is incorporated into this SSA as if fully set forth verbatim herein. Duties will involve **[general scope of services]**.

Services to be provided include, but are not limited to **[specific scope of services]**. Consultant and the Town will mutually determine at time of assignment of individual tasks the Consultant personnel to be assigned, schedule, and deliverables.

SECTION III: SCHEDULE

Consultant shall perform tasks as expeditiously as practical and in conformance with schedules developed at the time of assignment of individual tasks and agreed upon by the Town and Consultant.

SECTION IV: PERIOD OF SERVICE

This SSA shall be for a period of from **[date]** to **[date]**.

SECTION V: COMPENSATION

Consultant shall perform the services detailed in the scope described in Section II above on the basis of the hourly rate schedule contained in the MSA or set fee for services and attached hereto.

Billing shall be on a monthly basis in conformance with Section VI of the MSA, and invoices for all compensation owed in accordance with this SSA shall be submitted to the Town with sufficient detail to process the invoice for payment and for a proper pre-audit and post-audit thereof in accordance with Town standards. The total amount billed to the Town under this Supplemental Service Agreement shall not exceed **[amount]** nor shall the Consultant incur costs above **[amount]** without the written permission of the Town.

SECTION VI: INSURANCE COVERAGE

Consultant shall provide insurance coverage as provided for in Section VII of the MSA.

SECTION VII: OTHER SPECIAL TERMS

The Town will provide the Consultant all pertinent information and data available to the Town and deemed necessary to perform assigned tasks.

SECTION VIII: PRE-AUDIT, if applicable

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

(Signature of Finance Officer)
Town of Wake Forest
301 S. Brooks Street
Wake Forest, NC 27587

IN WITNESS WHEREOF, the Town of Wake Forest and the Consultant have caused this contract to be executed under seal by their respective duly authorized agents or officers.

TOWN OF WAKE FOREST:

CONSULTANT:

By: _____

By: _____

Printed

Printed

Witnessed by:

Witnessed by:

Name

Name

Printed

Printed

(SEAL)

(SEAL)



TOWN of WAKE FOREST

Standard Terms and Conditions

1. **Town of Wake Forest Standard Terms & Conditions exclusively governs this purchase.** Vendor quotes or proposals are referenced for scope only.
2. All invoices are to be sent by email to: **accounts.payable@wakeforestnc.gov** . Or, mail or deliver all invoices to the **Town of Wake Forest, Accounts Payable, 301 S. Brooks Street, Wake Forest, NC 27587.**
3. **Important: All invoices must include a unique invoice number and this Purchase Order number.** Invoices submitted without the unique invoice number or without the correct purchase order number will result in delayed payment.
4. Invoices for partial deliveries must be indicated as such.
5. The Vendor must provide separate invoices for each Purchase Order number.
6. **The Town of Wake Forest is not exempt from State or County Sales Tax. Sales Tax will be paid from Vendors invoice, when submitted.**
7. The Town of Wake Forest is exempt from Federal Excise Tax. If any form of such tax is billed on the invoice, it must be shown as a separate item. Tax Exemption Certificates will be furnished upon request.
8. Payment term discounts will be deducted as provided for on the front of this Purchase Order or in accordance with the terms of your official quotation or bid. **Net purchases will be paid 30 days from the date of your invoice, or upon acceptance of goods or services.**
9. **Important: All packages must bear the correct Purchase Order number on the outside of each package or shipping container.**
10. The Town of Wake Forest will not be responsible for any goods delivered without a Purchase Order, if applicable, having been issued.
11. The conditions of this order cannot be modified except by written amendment in the form of a "Corrected Purchase Order" which has been approved by the Town of Wake Forest's Purchasing Manager.
12. Any rejected materials will be returned to the Vendor at the Vendor's risk and expense.
13. In the event of a Vendor's failure to deliver or perform as specified, the Town reserves the right to cancel the order or any part thereof, without prejudice to its other rights. The Vendor agrees that the Town may return part or all of any shipment and may charge the vendor with all reasonable losses or expenses sustained as a result of such failure to deliver or perform.
14. In case of default of the contractor, the Town may procure the articles or services from other sources and charge the Vendor damages for any excess costs or other damages caused by the default.
15. It is agreed that the goods, materials, equipment or services provided shall comply with all Federal, State or local laws, and that the Vendor shall defend actions or claims brought, and save harmless the Town, and/or its officials or employees, from loss, cost or damage by reason of actual or alleged failure to comply with such laws.
16. All prices must be F.O.B. Destination and delivered to the destination indicated on the front of the purchase order. Where specific purchase is quoted or negotiated F.O.B. Shipping Point, the vendor is to prepay the shipping charges and add them to the invoice.
17. The risk of loss and damage to the goods which are the subject of this order shall be the Vendor's until the goods are delivered to the destination set out in the order and accepted by the purchaser or its representative.
18. The Town may, at any time, insist upon strict compliance with these terms and conditions, notwithstanding any previous customer, practice or course of dealing to the contrary. **Acceptance of the order includes acceptance of all terms, conditions, prices, delivery instructions and specifications as shown on this order or attached to and made a part of this order.**

19. All matters relating to this Purchase Order shall be governed by the laws of the State of North Carolina, without regard to its choice of law provisions, and venue for any action relating to this Contract shall be Wake County Civil Superior Court or the United States District Court for the Eastern District of North Carolina, Western Division.

20. Notwithstanding any other provisions of this Purchase Order, this Purchase Order and all materials submitted to the Town by the Vendor are subject to the public records laws of the State of North Carolina and it is the responsibility of the Vendor to properly designate materials that may be protected from disclosure as trade secrets under North Carolina law as such and in the form required by law prior to the submission of such materials to the Town. Vendor understands and agrees that the Town may take any and all actions necessary to comply with federal, state, and local laws and/or judicial orders and such actions will not constitute a breach of the terms of this Purchase Order. To the extent that any other provisions of this Purchase Order conflict with this paragraph, the provisions of this section shall control.

21. **Non-discrimination** - The Town and Vendor, for themselves, their agents, officials, employees and servants agree not to discriminate in any manner on the basis of race, color, creed, national origin, sex, age, handicap, or sexual orientation with reference to the subject matter of this Purchase Order, no matter how remote.

22. **Insurance** – If performing services under this Purchase Order the Vendor agrees to maintain, on a primary basis and at its sole expense, at all times during the life of this Purchase Order the following coverages and limits. The requirements contained herein, as well as Town's review or acceptance of insurance maintained by Vendor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Vendor under this Purchase Order:

Workers' Compensation Insurance - Vendor agrees to maintain Worker's Compensation Insurance in accordance with North Carolina General Statute Chapter 97 and with limits of no less than \$1,000,000 each accident, each employee and policy limit.

Commercial General Liability - Combined single limit of no less than \$1,000,000 each occurrence and \$2,000,000 aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

Commercial Automobile Liability - Limits of no less than \$500,000 Combined Single Limit. Coverage shall include liability for Owned, Non-Owned and Hired automobiles. In the event Vendor does not own automobiles, Vendor agrees to maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Auto Liability policy. Automobile coverage is only necessary if vehicles are used in the provision of services under this Purchase Order and/or are brought on a **TOWF** site.

Additional Insured - Vendor agrees to endorse the Town as an Additional Insured on the Commercial General Liability.

Umbrella or Excess Liability - Vendor may satisfy the minimum liability limits required above under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability, however, the Annual Aggregate limits shall not be less than the highest 'Each Occurrence' limit for required policies.

Professional Liability - Limits of no less than \$1,000,000 each claim. This coverage is only necessary for professional services such as engineering, architecture or when otherwise required by the Town.

The Town reserves the right to require a Certificate of Insurance meeting the minimum coverage and requirements of this section. Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when available, by Vendor's insurer. If Vendor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Vendor agrees to notify the Town within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. The Certificate Holder address should read:

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

All insurance companies must be authorized to do business in North Carolina and be acceptable to the Town of Wake Forest's Risk Manager. The Town may increase, decrease or waive insurance limits at its sole discretion.

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

24. **Intellectual Property** - All intellectual property, including, but not limited to, patentable inventions, patentable plans, copyrightable works, mask works, trademarks, service marks and trade secrets invented, developed, created or discovered in performance of services under this Purchase Order shall be the property of the Town.

Copyright in and to any copyrightable work, including, but not limited to, copy, art, negatives, photographs, designs, text, software, or documentation created as part of the Vendor's performance of services under this Purchase Order shall vest in the Town. Works of authorship and contributions to works of authorship created by the Vendor's performance of services under this Purchase Order are hereby agreed to be 'works made for hire' within the meaning of 17 U.S.C. 201.

25. **Force Majeure** - Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by an act of war, hostile foreign actions, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Except at otherwise provided in any environmental laws, rules, regulations or ordinances applicable to the parties and the services performed under this Purchase Order, neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by an act of war, hostile foreign actions, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Either party to the Purchase Order must take reasonable measures and implement reasonable protections when a weather event otherwise defined as a force majeure event is forecast to be eligible to be excused from the performance otherwise required under this Purchase Order by this provision.

26. **Cancellation** - The Town may terminate this Purchase Order at any time by providing written notice to the Vendor. Vendor shall cease performance immediately upon receipt of such notice. In the event of early termination, Vendor shall be entitled to receive just and equitable compensation for costs incurred prior to receipt of notice of termination and for the satisfactory work completed as of the date of termination and delivered to the Town. Notwithstanding the foregoing, in no event will the total amount due to Vendor under this section exceed the total amount due Vendor under this Purchase Order.

27. **Miscellaneous** - The Vendor shall be responsible for the proper custody and care of any property furnished or purchased by the Town for use in connection with the performance of this Purchase Order, and will reimburse the Town for the replacement value of its loss or damage. The Vendor shall be considered an Independent Contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. Nothing herein is intended or will be construed to establish any agency, partnership, or joint venture. Vendor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Purchase Order. Such employees shall not be employees of or have any individual contractual relationship with the Town.

28. **E-Verify** – Vendor 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 et seq. Vendor is aware of and in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statutes. To the best of the Vendor's knowledge, any subcontractors employed by them as a part of this contract are in compliance with the requirements of E-Verify. and Article 2 of Chapter 64 of the North Carolina General Statutes.

29. **Iran Divestment Act Certification** – Vendor certifies that, as of the date of the purchase order or contract, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 143-6A-4 and is in compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 143C-6A-5(b). Vendor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.

30. Any questions regarding these Standard Terms and Conditions should be directed to Randy Driver, Purchasing Manager (919) 435-9474 or rdriver@wakeforestnc.gov



Board of Commissioners Agenda Item Report

Agenda Item No.: 2021-440-

Submitted by: Terry Savary

Submitting Department: Administration

Meeting Date: June 21, 2022

SUBJECT

Department Monthly Report

Recommendation:

Item Summary:

ATTACHMENTS

- [May 2022 Monthly Report.pdf](#)

May 2022 | Department Monthly Report



Administration

- Two proposals were received from the development community for the 353 S. White Street project. DFI is completing due diligence on both and will provide a report to town staff on June 6th.
- Town staff from multiple departments hosted 3 booths for community engagement at the Chamber's Meet In the Street event.
- Strategic Plan 2022 rollout meetings to each department began and will continue through June.

Communications

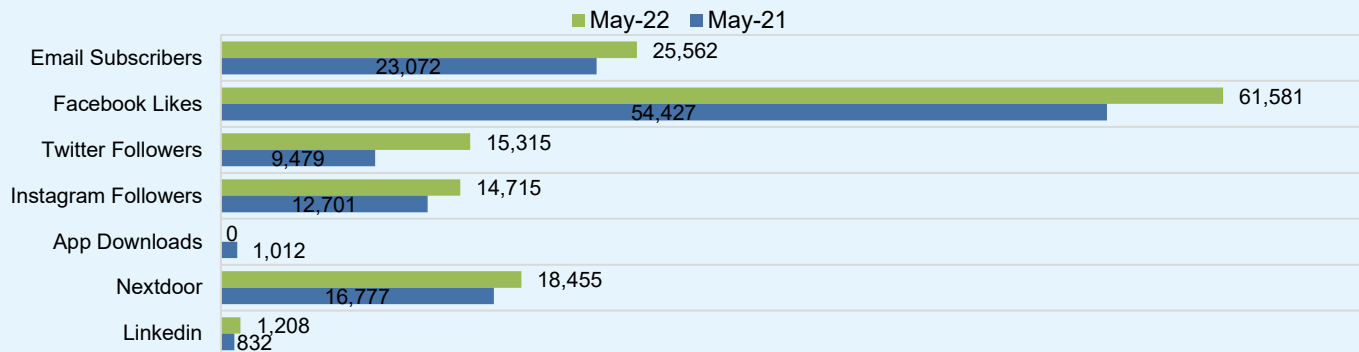
ANNOUNCEMENTS

Media Releases	44
Email Announcements	14
Town-to-Resident Phone Calls/Texts	2

TOP 5 VIEWED PAGES ON WEBSITE

RANK	PAGE	VIEWS
1	Home	9,994
2	Friday Night on White	6,338
3	Holding Park Aquatic Center	4,857
4	Six Sundays in Spring	3,309
5	May Month of Fitness	2,883

SUBSCRIBERS



Downtown Development

UPDATES PROVIDED QUARTERLY

OCCUPANCY

	JAN- MAR 2022	APR - JUNE 2022
Occupancy Rate in Percentage	90%	90%

NEW BUSINESSES

	MAY 2022	FISCAL YEAR-TO- DATE
Number of New Businesses	1	12
Number of Businesses Closed	0	12

UPDATES PROVIDED QUARTERLY

EVENTS		
FOURTH QUARTER EVENTS (APR - JUNE)	ATTENDANCE IN 2022	ATTENDANCE IN 2021
FNOW (April) and Forest Fest	13500	N/A due to Covid

- Downtown Development Manager attended NC Main Street Regional Meeting virtually on May 3 and Main Street Now, (National Main Street Conference) May 16-18 in Richmond, Virginia.
- Mural artist contracts finalized for mural panel(s) to be placed at 153 S. White Street. Selection committee included staff, property owner, PAC representative, and WFD representative. Mural should be installed in July 2022. This mural is made possible in part by a grant from the National Endowment for the Arts.
- New Wake Forest downtown banners have been ordered to reflect updated branding. New banners should be installed by mid-July.
- Wake Forest Downtown (WFD) made the decision to no longer facilitate monthly Downtown Business Alliance meetings and this information was shared with merchants in early May. This was a result of lack of engagement and participation at monthly meetings. Downtown Facebook group and bi-monthly newsletters will continue to be utilized to communicate with merchants. WFD is wanting to increase participation on its' various committees and sign-up information has been shared with merchants, with some already signing up.

Economic Development

WFBIP MONTHLY NEWSLETTER [VIEW](#)

The Wake Forest Business & Industry Partnership's Quarterly Report is updated at the end of each quarter.

Use Chrome, Firefox, Safari or Edge to view the newsletter and/or the report.

REQUESTS FOR INFORMATION (RFIs)

	MAY 2022	APRIL 2022
Number of responses to RFIs	1	0

BUSINESS RETENTION & EXPANSION (BRE)

NAMES OF BUSINESSES VISITED THIS MONTH

AGNC

Entredot

Engineering

ENGINEERING PROJECTS Public Infrastructure, Environmental Engineering & Construction

PROJECT	CODE	UPDATE
Stormwater Infrastructure Assessment		An internal Town meeting on 5/19/22 discussed potential policies and goals of a stormwater utility, kicking-off of task 3. Freese and Nichols has delivered a draft report for the stormwater infrastructure assessment, and it is currently under review with the Engineering Department. (Project Manager – Monica Sarna)
Wake Forest Reservoir		The GG Hill WTP Lagoon Closure Project Notice of Award was issued to Credence, Inc. The contract between Credence, Inc and the Town is anticipated to be executed in June 2022 and construction to begin thereafter. The Town has received guidance from FEMA and is working with the NC Department of Public Safety to complete the Wake Forest Reservoir Dam Repair grant application for the Community Funding. The submission deadline is June 22, 2022. (Project Manager – Carrie Mitchell)

Finance

FINANCIAL TASKS COMPLETED	
TAX RETURNS & REPORTS	COMPLETION DATE
NC Sales and Use Tax Form E500	May 20, 2022
941/NC-5Q Quarterly Payroll Tax Returns	N/A
ORBIT/LGERS Report – NC State Treasurer	May 2, 2022
Utility Sales Tax Return – E500 E	May 13, 2022
Wake County Prepared Food and Beverage	May 20, 2022
ACCOUNTING/FINANCE	AMOUNT
Total Accounts Payable Disbursement	\$1,140,087
Total ePayables Disbursement	419,776
Total Number of Invoices Paid	477
Total Amount of Invoices Paid with credit card	302,471
GENERAL TASKS AND OTHER ITEMS	COMPLETION DATE
Preliminary Conference with LGC via Zoom – Bond Referendum	May 16, 2022
Planning Call with Cherry Bekaert, LLP – audit for FYE 2022	May 12, 2022
Meeting with Truist representatives	May 18, 2022
FY 2022–2023 Budget	COMPLETION DATE
Proposed Budget presented to Board of Commissioners	May 3, 2022

PURCHASING / WAREHOUSE	
New Vendors Set Up	17
Purchase Orders Processed	44
Informal Quotes	14
Surplus Items	Sold 18 surplus items - \$9,336
Purchase Order Issued – Transformers	Howard Industries - \$4,383,350 Expected delivery – June 2023

NORTHERN WAKE FOOD SECURITY TEAM	
Staff Hours	16 hours/week (Drew Brown and Corey Johnson)
Updates	NCFST HUB ends June 2022 Delivering Backpack buddies weekly Purchased sign for Community Connections Garden

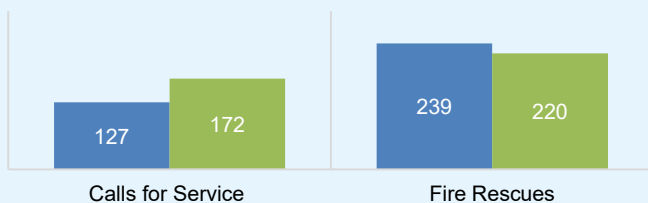
Fire

KEY STATS		
	MAY 2022	APRIL 2022
Calls for Service	463	391
Average Response Time	4:19	4:23

TYPES OF CALLS		
	MAY 2022	APRIL 2022
Fire	178	160
Medical	257	202
Motor Vehicle Accidents (MVA)	28	29

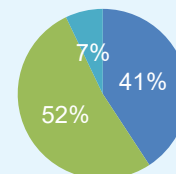
FIRE-KEY STATS

■ Feb-22 ■ Mar-22



TYPES OF CALLS

■ Fire ■ Medical ■ MVAs



Human Resources

PROMOTIONS / TRANSFERS

EMPLOYEE NAME	DEPARTMENT	POSITION	DATE
Terry Savary	Clerk's Office	Town Clerk	05/09/2022
Alejandro Lezama	Police Department	Corporal to Sergeant	05/15/2022
Brian Jernigan	Police Department	Officer to Corporal	05/15/2022
Thomas Lairmore	Police Department	Sergeant to Lieutenant	05/15/2022

EMPLOYMENT

Positions Filled	373
Vacancies	26
Total Authorized Positions FY 2021-22	399

Information Technology

SERVICE STATS

	MAY 2022	APRIL 2022
Service Requests Completed	348	306
Network Uptime Percentage	99%	100%

FIBER INFRASTRUCTURE DASHBOARD

[VIEW](#)

The Fiber Infrastructure Dashboard can be used to monitor the progress of the Fiber Installation Project.

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

Inspections & Public Facilities

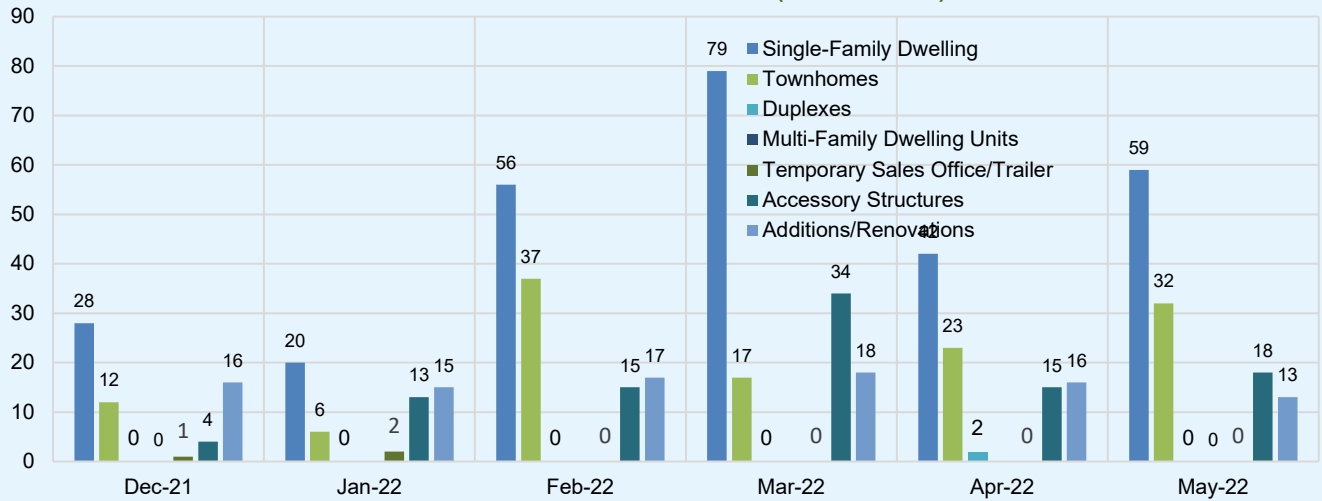
RESIDENTIAL PERMITS

	MAY 2022	MAY 2021
Single-Family Dwelling	059	062
Townhomes	032	010
Duplexes	000	000
Multi-Family Dwelling Units	000	000
Other	158	145
Total	249	207

NON-RESIDENTIAL PERMITS

	MAY 2022	MAY 2021
New Commercial	01	00
Fit-Ups	07	04
Other	42	25
Total	48	29

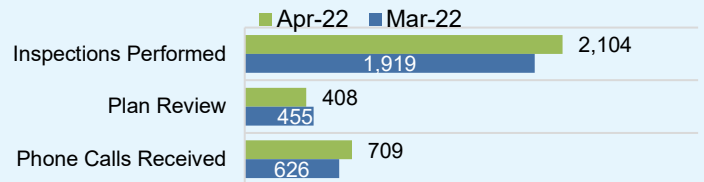
RESIDENTIAL BUILDING PERMITS (last 6 months)



PUBLIC FACILITIES

	MAY 2022	APRIL 2022
Preventative Maintenance Completed	483	423
Reactive Work Orders	95	111

DEPARTMENTAL PRODUCTIVITY



BUSINESSES

NEW COMMERCIAL BUSINESSES

Sams Xpress Car Wash	110 Crenshaw Corners Dr
----------------------	-------------------------

FIT-UPS

Medfirst @ Wheatfield	3406 Rogers Branch Rd 106
Southern Design & Cabinetry	740 Merritt Capital Dr 120
The Flavor District Kitchens	11016 Capital Blvd
Red Dog Strong	744 Merritt Capital Dr 108
Inventure	740 Merritt Capital Dr 121
Portalp USA Inc	740 Merritt Capital Dr 119
Aye Toro Restaurant	1898 S Franklin St 114

PRE-OCCUPANCY

Southern Heritage Interiors	5100 Unicon Dr 106
Trutech Medical	1764 Heritage Center DEr 204
Acupuncture Therapeutics of Wake Forest	1768 Heritage Center Dr 103
LifeCare Counseling and Coaching PC	1768 Heritage Center Dr 201

Parks, Recreation & Cultural Resources

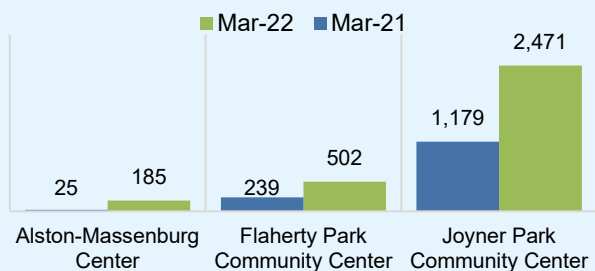
ATHLETICS

	MAY 2022	MAY 2021
Registrations Received – Youth	21	18
Registrations Received – Adult	6 teams	6 teams
Games Held	302	304
Revenue	\$5180.00	\$4990.00

PROGRAMS

	MAY 2022	MAY 2021
Registrations Received – Youth	110	90
Registrations Received – Adult	2722	532
Classes/Programs Held	35	34
Revenue	\$6,217.25	\$4,949

VISITORS TO COMMUNITY CENTERS



RECONNECT PROGRAM GUIDE

[VIEW](#)

The program guide is updated twice per year in January and July.

PARK MAINTENANCE

TYPE OF MAINTENANCE	QUANTITY
Vandalism	5
Reactive Maintenance	1
PM Inspections and services	73
Evening and Weekend Park Services	4

FACILITY RENTALS

	MAY 2022	MAY 2021
Athletic Fields	13	32
Joyner Park Outdoor / Open Space	7	26
General Outdoor / Open Space	3	0
Picnic Shelters	1	0
Wake Forest Community House	4	2
Joyner Park Community Center	3	0
Flaherty Park Community Center	0	1
Alston-Massenburg Community Center	3	2

VISITORS TO AQUATIC CENTER & SPRAYGROUND

	MAY 2022	MAY 2021
Aquatic Center	401	497
Taylor Street Sprayground	1276	1165

Planning

DEVELOPMENT SERVICES MONTHLY REPORT

[VIEW](#)

ZONING VIOLATIONS DASHBOARD

[VIEW](#)

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

CERTIFICATES OF APPROPRIATENESS

	MAY 2022	MAY 2021
COAs Received	2	1
COAs Approved	1	0

Police

KEY STATS

	MAY 2022	MAY 2021
Calls for Service	4678	5219
Vehicle Crashes	166	150

Public Works

PW celebrated Public Works week in the month of May. With heavy storms came lots of leaves, limbs and debris to be cleared. Also, numerous trees were damaged from wind and storms & UF took care of issues. Wednesday, May 25th Jeanette arranged a trash/litter pickup along Hwy 98 between S Main & Galaxy Dr. Those involved include PD, PW, P&R and others. Cemetery plot sales were high for month of May. We had 44 new residential carts delivered to new construction homes. There were 162 bulk collections. Fleet completed 12 hrs technical training. We have 9 vehicles that are still

awaiting long ordered parts. Fleet completed 251 work orders with a productivity rate of 69% billable hours. Interviews for Streets Maintenance manager were conducted and narrowed down to a few final candidates. Streets employee, Jason Lowery was named PW Employee of the Year.

SOLID WASTE

	MAY 2022	MAY 2021
New Construction Homes Added	44	72
New Cart Sets	44	72

RECYCLING

	MAY 2022	MAY 2021
Volunteer Collected Litter	225	2425
Volunteer Collected Recycling	80	900
Volunteer Hours	3	33
Volunteer Miles of Streets	1	7
Sections of Roads Cleaned (not miles)	0	9
Number of Creeks Cleaned	0	5
Number of Litter Kits Issued/Returned	1	11

CEMETERY

	MAY 2022	MAY 2021
Number of Plots Sold	10	6
Number of Niches Sold	0	0
Total Plots Available	64	410

Renaissance Centre for the Arts

EVENT & PROGRAM ATTENDANCE

	MAY 2022	MAY 2021
Monthly In-Person Attendance	1083	705
Virtual Views	136	853
Ticketed Events Held	0	1
Free Events Held	0	1

RENAISSANCE CENTRE PROGRAM GUIDE

[VIEW](#)

- Cultural Arts classes are thriving at the Renaissance Centre. Preprofessional Musical Theatre, dual language Salsa Style Dance, Ballroom dance, Macramé and Glass Fusion Suncatcher are all full and have waiting lists.
- The Renaissance Centre has installed Marley flooring on the stage. This is semi-permanent covering is not only a requirement of professional dance companies but serves as a protectant for the stage floor.
- Partners Circle sponsors were recognized individually through the Renaissance Centre's and the Town's social media sites.
- All full-time Renaissance Centre staff completed CPR and First Aid training and received certifications.

Wake Forest Power

CUSTOMER SUMMARY

	MAY 2022	MAY 2021
Electric Meters/Customers	6,698	6,405
Pre-Pay Power Customers	460	448
H.O.P.E. Participants	45	43
N.C. GreenPower Participants	17	17

POWER OUTAGES

	MAY 2022	MAY 2021
Total Number of Customers Affected by Outages this Month	81	37
Average Number of Customers Affected per Outage	16.2	9.25

PAYMENTS RECEIVED

	MAY 2022	APRIL 2022
eSuite Credit Card Payments	\$339,644	\$476,126
eSuite Credit Card Payments (Pre-Pay)	3,092	3,921
Paymentus CC Payments	517,993	701,248
Paymentus CC Payments (Pre-Pay)	44,765	42,739

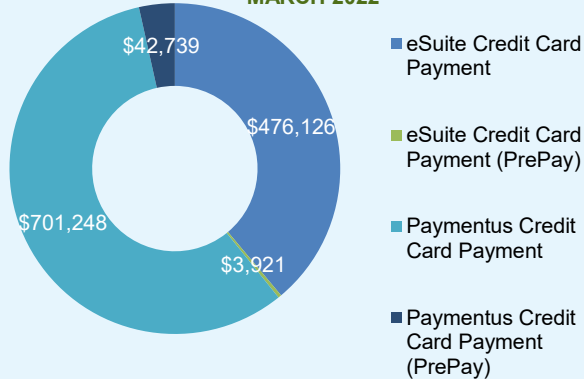
NUMBER OF TRANSACTIONS

	MAY 2022	APRIL 2022
eSuite Credit Card Payments	761	723
eSuite Credit Card Payments (Pre-Pay)	79	66
Paymentus CC Payments	3,811	3,728
Paymentus CC Payments (Pre-Pay)	1,201	1,058

Note: Transitioning to Paymentus

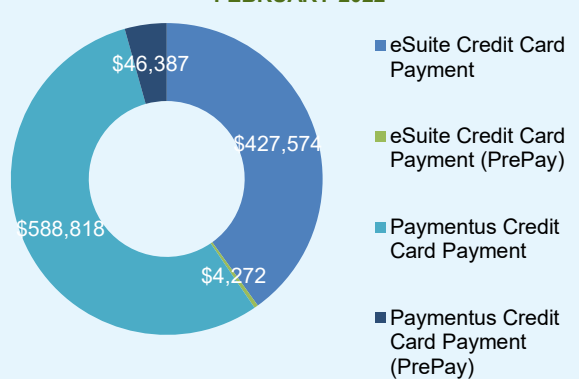
PAYMENTS RECEIVED

MARCH 2022



PAYMENTS RECEIVED

FEBRUARY 2022



Advisory Boards

Historic Preservation Commission

MEETINGS

Most recent meeting held	05/11/2022
Number of members in attendance	7 of 9 total

The consultants for the Historic Preservation Plan Update held a visioning workshop on May 10th with approximately 30 participants. They held a follow up workshop with the Historic Preservation Commission at the regular May meeting on the 11th. The HPC recommended supporting the Mutschler House National Register Nomination. Staff provided an updated budget proposal and grant proposal to the HPC who approved both unanimously.

Human Relations Council

MEETINGS

Most recent meeting held	05/26/2022
Number of members in attendance	9 of 13 total

Juneteenth June 18, 12pm – 3pm
15th Annual Good Neighbor Day September 17 1pm – 4pm
2023 Multicultural Day April 22

Public Art Commission

MEETINGS

Most recent meeting held	05/26/2022
Number of members in attendance	7 of 10 total

Subcommittees for updating the 2016 art plan and the October Celebration continue to meet and work on their projects.

Parks, Recreation & Cultural Resources Advisory Board

MEETINGS

Most recent meeting held	05/23/2022
Number of members in attendance	8 of 9 total

Art Event – Alex Druar: Materials selected. Final budget waiting for approval. Lead teacher booked. Background checks have been cleared. Announcement has been submitted. Event Date August 27th
National Trails Day – Christi Spencer (5k Race): June 4th, 146 participants. Number of medals ordered 250, shirts 200 ordered. Both races certified. Signs printed for directions and safety. Packet pick up 4pm – 7pm on the 3rd at Run N Try. 12 – 15 volunteers needed. Registration starts at 7am. Volunteers need to be on site at 6:30am. Park Maintenance staff at 6am.
Unplugged Event – Sandy Thomason: Sub-committee met last week. Added some games, bowling, connect 4 and jingle. September 11th. The event would be 5pm – 7pm. Danny will be speaking on behalf of the board.

Technology Advisory Board

MEETINGS

Most recent meeting held	05/23/2022
Number of members in attendance	6 out of 9 total

TAB did a post review of STEM 2022.

Urban Forestry Board

MEETINGS		No quorum present
Most recent meeting held	05/23/2022	
Number of members in attendance	5 of 11 total	



Board of Commissioners Agenda Item Report

Agenda Item No.: 2021-451-

Submitted by:

Submitting Department: Administration

Meeting Date: June 21, 2022

SUBJECT

Wake County Tax Release

Recommendation:

Item Summary:

ATTACHMENTS

- [WF-TXREP-JUNE2022-KPADGET-TSAVARY.pdf](#)



Board of Commissioners
P.O. Box 550 • Raleigh, NC 27602

TEL 919 856 6180
FAX 919 856 5699

SIG HUTCHINSON, CHAIR
SHINICA THOMAS, VICE-CHAIR
VICKIE ADAMSON
MATT CALABRIA
MARIA CERVANIA
SUSAN EVANS
JAMES WEST

June 7, 2022

Mr. Kip Padgett
Town Manager
Town of Wake Forest
301 S. Brooks Street
Wake Forest, North Carolina 27587

Dear Mr. Padgett:

The Wake County Board of Commissioners, in regular session on June 6, 2022, approved and accepted the enclosed tax report for the Town of Wake Forest.

The attached adopted actions are submitted for your review; no local board action is required.

Sincerely,

A handwritten signature in dark ink, appearing to read "Yvonne Gilyard".

Yvonne Gilyard
Deputy Clerk to the Board
Wake County Board of Commissioners



WAKE COUNTY TAX ADMINISTRATION

Rebate details
4/1/2022 - 4/30/2022DATE
05/01/2022
TIME
06:03:58 PM
PAGE
1

WAKE FOREST

REBATE NUMBER	PROPERTY SPEC DIST	CITY TAG	LATE LIST BILLED	INT	TOTAL REBATED	PROCESS DATE	ACCOUNT NUMBER	TAX YEAR	FOR YEAR	BILLING TYPE	OWNER
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WAKE FOREST (Not In District)

BUSINESS ACCOUNTS

814360	311.16	0.00	0.00	31.12	0.00	342.28	04/27/2022	0006929683	2022	2021	000000	BOX ENTERPRISES, LLC
812880	0.00	0.00	0.00	2.97	0.00	2.97	04/08/2022	0006483758	2021	2021	007000	WM COMPACTOR SOLUTIONS INC

Subtotal for

BUSINESS ACCOUNTS	311.16	0.00	0.00	34.09	0.00	345.25	2 Properties Rebated
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DMV ACCOUNTS

812623	6.03	0.00	4.58	0.00	0.00	10.61	04/06/2022	0511210616	2011	2011	000000	NGUYEN, TOAN NGOC
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Subtotal for

DMV ACCOUNTS	6.03	0.00	4.58	0.00	0.00	10.61	1 Properties Rebated
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INDIVIDUAL PROPERTY ACCOUNTS

813719	10.40	0.00	0.00	0.00	0.00	10.40	04/20/2022	0006820668	2019	2019	000000	CHALKS PROPERTIES LLC
813969	91.37	0.00	25.00	0.00	0.00	116.37	04/22/2022	0006963287	2022	2021	000000	HOER, DANIEL RYAN
813717	10.40	0.00	0.00	0.00	0.00	10.40	04/20/2022	0006820668	2017	2017	000000	CHALKS PROPERTIES LLC
813720	9.90	0.00	0.00	0.99	0.00	10.89	04/20/2022	0006820668	2020	2020	000000	CHALKS PROPERTIES LLC
813721	9.90	0.00	0.00	0.00	0.00	9.90	04/20/2022	0006820668	2021	2021	000000	CHALKS PROPERTIES LLC
813718	10.40	0.00	0.00	0.00	0.00	10.40	04/20/2022	0006820668	2018	2018	000000	CHALKS PROPERTIES LLC
812628	0.00	0.00	0.00	2,686.82	0.00	2,686.82	04/06/2022	0006893666	2021	2021	000050	1-800-PACK-RAT LLC

Subtotal for

INDIVIDUAL PROPERTY ACCOUNTS	142.37	0.00	25.00	2,687.81	0.00	2,855.18	7 Properties Rebated
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WAKE COUNTY TAX ADMINISTRATION

Rebate details
4/1/2022 - 4/30/2022

WAKE FOREST

DATE 05/01/2022
TIME 06:03:58 PM
PAGE 2

REBATE NUMBER	PROPERTY	SPEC	CITY TAG	LATE LIST	BILLED INT	TOTAL REBATED	PROCESS DATE	ACCOUNT NUMBER	TAX YEAR	FOR YEAR	BILLING TYPE	OWNER
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INDIVIDUAL REAL ESTATE ACCOUNTS

813353	477.22	0.00	0.00	0.00	0.00	477.22	04/14/2022	0000102858	2022	2014	000000	MCCOY, FRANK ALEXANDER TRUSTEE
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Subtotal for

INDIVIDUAL REAL ESTATE ACCOUNTS	477.22	0.00	0.00	0.00	0.00	477.22	1 Properties Rebated
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TOTAL WAKE FOREST (Not In District)	936.78	0.00	29.58	2,721.90	0.00	3,688.26	11 Properties Rebated for the District/City
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TOTAL FOR CITY WAKE FOREST	936.78	0.00	29.58	2,721.90	0.00	3,688.26	11 Properties Rebated for the City
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WAKE COUNTY TAX ADMINISTRATION

Rebate details
4/1/2022 - 4/30/2022

WAKE FOREST

DATE 05/01/2022
TIME 06:03:58 PM
PAGE 1

REBATE NUMBER	PROPERTY	SPEC DIST	CITY TAG	LATE LIST	BILLED INT	TOTAL REBATED	PROCESS DATE	ACCOUNT NUMBER	TAX YEAR	YEAR FOR	BILLING TYPE	OWNER
Grand Total:	16,461.63	18.64	809.58	3,975.48	0.00	21,265.33		58	Properties Rebated for All Cities			



Board of Commissioners Agenda Item Report

Agenda Item No.: 2021-466-

Submitted by: Terry Savary

Submitting Department: Administration

Meeting Date: June 21, 2022

SUBJECT

Commissioner Reports

Recommendation:

Item Summary:

ATTACHMENTS

-



Board of Commissioners Agenda Item Report

Agenda Item No.: 2021-588-

Submitted by: Terry Savary

Submitting Department: Administration

Meeting Date: June 21, 2022

SUBJECT

Closed Session: N.C.G.S 143-318.11(a)(6) Personnel - Annual Evaluation of Town Manager and 6 Month Evaluation of Town Attorney

Recommendation:

Item Summary:

ATTACHMENTS

-



Board of Commissioners Agenda Item Report

Agenda Item No.: 2021-608-

Submitted by: Hassan Kingsberry

Submitting Department: Administration

Meeting Date: June 21, 2022

SUBJECT

Closed Session: N.C.G.S. 143.318.11(a)(3) Consultation with the Town Attorney: Town of Wake Forest v. Pullen (20-CVS-12922)

Recommendation:

Item Summary:

ATTACHMENTS

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