



Wake Forest Board of Commissioners
Meeting Agenda
September 20, 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 Town Clerk [Terry Savary](#) at 919-435-9432 as soon as possible, but no later than 48 hours before the scheduled event.

Cable & Online Broadcast of Board of Commissioners Meetings

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

Meeting Agendas

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

Public Hearings

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

Public Comment

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

Call to Order

Pledge of Allegiance

1.Approval of Agenda

2.Approval of Minutes

- 2.A. August 2, 2022 Work Session
August 16, 2022 Regular Meeting
[DraftBOCMinutesAug202216.pdf](#)
[DraftBOCWSEMinutesAug202202.pdf](#)

3.Presentations

- 3.A. Proclamation Recognizing "Public Power Week" October 2- 8, 2022
[ProclamationPublicPowerWeekSept202220.pdf](#)
- 3.B. Proclamation Recognizing "National Night Out" on October 3, 2022
[ProclamationNationalNightOutSept202220.pdf](#)
- 3.C. Proclamation Recognizing the Month of October 2022 as "P.A.N.D.A.S. Month"
[ProclamationPANDASept202220.pdf](#)
- 3.D. Proclamation Recognizing October 2022 as "Community Planning Month"
[Agenda Summary.pdf](#)
[Planning_Month_Proclamation_2022_October.docx](#)
- 3.E. Proclamation Recognizing Constitution Week, September 17 - 23, 2022
[ProclamationConstitutionWeekSept202220.pdf](#)

4.Public hearings / Public Comment

- 4.A. Public Hearing on CPA-22-02, Draft Town of Wake Forest Housing Affordability Plan
[BoC Agenda Summary September 20 2022](#)
[Housing Affordability Plan Staff Report](#)
[Attachment A - Application](#)
[Attachment B/Exhibit A - Draft Housing Affordability Plan July 1 2022](#)
[Attachment C/Exhibit B - Summary of Proposed Draft Plan Changes](#)
[Attachment D - Public Comments Matrix](#)
[Attachment E - Ordinance](#)

- 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 Appointments to Citizen Advisory Boards
[Resolution2022-42AdvisoryBoardAppointmentsUFBSept202220.pdf](#)
- 5.B. Resolution authorizing the Town Manager to execute, on behalf of the Town of Wake Forest, the professional services contract for the Public Transit Plan with Toole Design Group LLC
[BOC Agenda Summary.pdf](#)
[Resolution_to_Award_Public_Transit_Plan.docx](#)
[Attachment 1 - Public Transit Plan Contract.pdf](#)
[Attachment 2: Request for Qualifications 22-0001](#)

6.Legislative Items

7.Planning Items

- 7.A. Consideration of Amended Ordinance (ORD 2022-24) with Associated Consistency Statement for LEGISLATIVE CASE RZ-21-09, Hawthorne Wake Forest Phase 2, a rezoning filed by Evolve Companies to rezone 5.83± acres located at 0 Star Road, being Wake County Tax PIN 1739662623, from Highway Business (HB) to General Residential 10 Conditional District (GR10-CD).
[BOC Agenda Summary RZ-21-09 - Consistency Statement.pdf](#)
[Ordinance RZ-21-09 Hawthorne Wake Forest Phase 2.docx](#)
[Exhibit 1 - Legal Description.pdf](#)
[Exhibit 2 - Consistency Statement RZ-21-09 - Approval.pdf](#)

[Exhibit 3 - Proposed Conditional District Plan.pdf](#)

7.B. Consideration of CPA-22-02, Draft Town of Wake Forest Housing Affordability Plan

8.Administration and Financial Items

9.Public Services Items

10.Parks and Recreation Items

10.A. Joint Use Partnership Agreement with FUNGO Baseball
[TOWF - Fungo Baseball Agreement Sept. 2022.doc](#)
[Resolution for BOC - NCABC Inc \(DBA FUNGO\) Baseball League.docx](#)

11.Public Safety Items

12.Other Business

12.A. Department Monthly Report
[August 2022 Monthly Report.pdf](#)

12.B. Wake County Tax Release
[WF-TXREP-SEPT2022MTG-KIP-TERRY.pdf](#)

12.C. Commissioner Reports

13.Adjournment



Board of Commissioners Agenda Item Report

Agenda Item No.: 2021-643-

Submitted by: Terry Savary

Submitting Department: Administration

Meeting Date: September 20, 2022

SUBJECT

August 2, 2022 Work Session

August 16, 2022 Regular Meeting

Recommendation:

Item Summary:

ATTACHMENTS

- [DraftBOCMinutesAug202216.pdf](#)
- [DraftBOCWSEMinutesAug202202.pdf](#)



Wake Forest Board of Commissioners Meeting Minutes

The Wake Forest Board of Commissioners met on **Tuesday, August 16, 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, Commissioner Adam Wright, and Commissioner Nick Sliwinski

Commissioner Members Absent: None.

Staff Members Present:

Town Manager Kip Padgett
Town Attorney Hassan Kingsberry
Assistant Town Manager Candace Davis
Assistant Town Manager Allison Snyder
Town Clerk Theresa Savary
Paralegal Shiekel Richardson
Assistant Planning Director Jennifer Currin
Chief Financial Officer Aileen Staples
Assistant Finance Director Samantha Sanchez

Strategic Performance Manager Lisa Hayes
Fiscal Support Specialist Vickie Caudle
Lieutenant Donald Godfrey
Lieutenant Misko
Sergeant Babson
Police Chief Jeff Leonard
Police Captain Brian Mote
Fire Chief Ron Early

1. Approval of Agenda

1.A. Approval of Agenda

ACTION:

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

Seconded: Commissioner Wright.
Vote: Motion carried 5-0.

2. Approval of Minutes

- 2.A. Approval of Minutes:
- July 5, 2022, Work Session
 - July 19, 2022, Regular Meeting

ACTION:

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

Seconded: Commissioner Sliwinski.

Vote: Motion carried 5-0.

3. Presentations

- 3.A. Resolution Recognizing Lt. Donald Lee Godfrey, Jr. on his Retirement

Mayor Jones presented Lt. Donald Lee Godfrey with a resolution recognizing his retirement.

RESOLUTION 2022-40
RESOLUTION OF APPRECIATION FOR
THE SERVICES OF
Donald Lee Godfrey, Jr.

WHEREAS, Donald Lee Godfrey, Jr. was hired as a Police Officer I in December of 1988 and served as a sworn member of the Wake Forest Police Department until his retirement on August 30, 2022; and

WHEREAS, Lee served as a Police Corporal for six months, a Police Sergeant for twelve years and a Police Lieutenant for two years; and

WHEREAS, Lee received many hours of training and served in a variety of specialized positions within the Wake Forest Police Department including Field Training Officer, Evidence Custodian, Computer Voice Stress Analyzer – Advanced Examiner, and Crisis Negotiator Team Leader; and

WHEREAS, Lee served unselfishly as a law enforcement officer for the good of the Town of Wake Forest, making sacrifices in personal and family ties;

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

Forest, North Carolina, that Donald Lee Godfrey, Jr. is hereby officially commended by this Board on behalf of the citizens of Wake Forest for valuable and outstanding service rendered to the Town of Wake Forest Police Department in his official capacity as a Police Lieutenant.

BE IT FURTHER RESOLVED that this resolution be made a part of the permanent records of the Town of Wake Forest and that a copy of this resolution is presented to Donald Lee Godfrey, Jr.

3.B. Proclamation Recognizing Constitution Week - September 17-23, 2022

Mayor Jones stated the proclamation would be mailed to the requestor.

**PROCLAMATION
CONSTITUTION WEEK**

Whereas, September 17, 2022, marks the two hundred and thirty fifth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and Whereas, it is fitting and proper to officially recognize this magnificent document and the anniversary of its creation; and

Whereas, it is fitting and proper to officially recognize the patriotic celebrations which will commemorate the occasion; and

Whereas, public law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week; NOW, THEREFORE, I, Vivian A. Jones, by virtue of the authority vested in me as Mayor of the Town of Wake Forest, North Carolina do hereby proclaim the week of

**SEPTEMBER 17 THROUGH SEPTEMBER 23
CONSTITUTION WEEK**

In the Town of Wake Forest, and ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787.

3.C. Proclamation Recognizing National Stepfamily Day - September 16, 2022

Mayor Jones stated the proclamation would be mailed to the requestor.

**PROCLAMATION
NATIONAL STEPFAMILY DAY**

Whereas, National Stepfamily Day is enhanced by our strong commitment to support the stepfamilies of our nation in their mission to raise their children, create strong family structures to support the individual members of the family, instill in them a sense of responsibility to all extended family members.

Whereas, approximately half of all Americans are currently involved in some form of stepfamily relationship and it is the vision of Christy Tusing-Borgeld and the Stepfamily Foundation, that all stepfamilies in the United States be accepted, supported and successful.

Whereas, North Carolina has been blessed by thousands upon thousands of loving stepparents and stepchildren who are daily reminders of the joy, trials, and triumphs of the stepfamily experience and of the boundless love contained in the bond between all types of parents and children.

Whereas, National Stepfamily Day is a day to celebrate the many invaluable contributions stepfamilies have made to enriching the lives and life experience of the children and parents of America and to strengthening the fabric of American families and society.

NOW, THEREFORE, I, Vivian A. Jones, Mayor of the Town of Wake Forest, do hereby proclaim September 16, 2022, as

“STEPFAMILY DAY”

in the Town of Wake Forest, North Carolina.

3.D. Proclamation Recognizing “Dr. Enoch E. Holloway Day” - September 11, 2022

Mayor Jones presented Dr. Enoch Holloway recognizing “Dr. Enoch E. Holloway Day” on September 11, 2022.

PROCLAMATION RECOGNIZING

“Dr. Enoch E. Holloway Day”

in the Town of Wake Forest

WHEREAS, September 2022 marks when Pastor Enoch Holloway celebrates his 40th year as Pastor of Friendship Chapel Baptist Church; and

WHEREAS, we give honor and praise for the deep and abiding Christian commitment of this man who in faith has worked diligently to provide spiritual guidance, leadership and comfort to his congregation and has worked tirelessly to strengthen the bonds of friendship and cooperation among all citizens of Wake Forest; and

WHEREAS, our entire community has benefited from the influence of Dr. Holloway’s work through the years; and

NOW, THEREFORE, I, Vivian A. Jones., Mayor of the Town of the Town of Wake Forest, North Carolina, do hereby proclaim Sunday, September 11, 2022, as

“Dr. Holloway Day”

in recognition of his outstanding record of service and in testimony of the high regard in which he is held in our community.

3.E. Proclamation recognizing the Supreme Pontiff of Hinduism (SPH) Bhagavan Nithyananda Paramashivam for his contribution to Society

Mayor Jones stated the proclamation would be mailed to the requestor.

PROCLAMATION
PROCLAIMING APPRECIATION AND GRATITUDE FOR THE CONTRIBUTIONS
TO FUNDAMENTAL PRINCIPLES OF ONENESS AND NONVIOLENCE BY THE
SUPREME PONTIFF OF HINDUISM NITHYANANDA PARAMASHIVAM IN NORTH
CAROLINA

WHEREAS, The Sovereign State of SHRIKAILASA is a peaceful, sovereign, service-oriented Hindu indigenous Nation and the First Nation of Hindus, rooted in the fundamental principle of Oneness and non-violence - the idea that all beings can live in peace and harmony, and that all human beings are equal and divine, and can reach their highest potential irrespective of their color, nationality, religion, gender or race; and

WHEREAS, The Supreme Pontiff of Hinduism (SPH) Nithyananda Paramashivam, the founder and Sovereign of the Sovereign State of SHRIKAILASA, the 293rd Guru Mahasannidhanam (Pontiff) of Madurai Adheenam, the 203rd Emperor of Suryavamsa Surangi Samrajyam, the spiritual Guru of millions, and the spiritual leader of the 2-billion Hindu diaspora worldwide, has, for the past 27 years and continuing, dedicated His life to the improvement of human condition worldwide and bring a superconscious breakthrough to humanity, through the revival of Hinduism - a religion of peace and co-existence and the establishment of various humanitarian initiatives, including the 108 SHRIKAILASA Uniting Nations (SKUN) initiatives, providing international assistance and protection across over one hundred countries; and

WHEREAS, through its thousands of enlightenment ecosystems, including temples, monasteries, universities, Gurukuls (schools), libraries, food banks, animal shelters and more; SHRIKAILASA has, to this day, under the guidance of The SPH, served over one billion of free meals globally, implemented sustainable food systems and distribution chains globally in the midst of the hunger pandemic, and provided free education and holistic health services to millions worldwide, and more; and

WHEREAS, The SPH, a persecuted religious leader since more than one decade, has taken the responsibility to safeguard the freedom, cultural heritage, and civilization of the indigenous marginalized Hindu peoples who have endured thousands of years of persecution, and to revive the 10,000 ancient non-violent indigenous traditions of Hinduism - The SPH having successfully brought the plight of persecuted Hindus to the United Nations through the representation of the Sovereign State of SHRIKAILASA; and

WHEREAS, It is clear that the current global challenges require global cooperation, and that

SHRIKAILASA, along with its international partners, is determined to tirelessly work to maintain global peace, advance human rights, promote health and well-being, provide free education for all, protect the vulnerable and marginalized, and more;

THEREFORE, I, Vivian A. Jones as Mayor of the Town of Wake Forest on August 16, 2022, do hereby congratulate The Supreme Pontiff of Hinduism Nithyananda Paramashivam, Head of the Sovereign State of SHRIKAILASA, on His 42nd Chaturmasya and commend, appreciate, and celebrate the achievements of The SPH Nithyananda Paramashivam globally and in the Town of Wake Forest, North Carolina On this auspicious occasion for Hindus all over the world, I, Vivian A. Jones do proclaim the 2022 Chaturmasya (Hindu Holy Season for Austere/Spiritual Observances & Meditation) as the 42nd Celebrations of the Revival of KAILASA, the ancient enlightened Hindu civilizational nation, and look forward to building an enduring friendship with the Sovereign State of SHRIKAILASA and to collaborate in mutually benefiting ways, for a peaceful and sustainable future for all beings.

4. Public hearings / Public Comment

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

Margaret Watkins asked the Board of Commissioners to consider extending the hours of the Wake Forest Loop Bus during Friday Night on White.

Mayor Jones asked if anyone else had any public comments. No one came forward to speak. Mayor Jones closed the public comment.

5. Consent Agenda

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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 a Resolution to surplus the badge and service weapon carried by Lt. Donald Lee Godfrey, Jr.
- 5.B. Approval of Capital Project Ordinances (Roadway and Transportation; Parks and Recreation; Greenways; and Parking Facilities)
- 5.C. Resolution recommending the appointment of review officers for the Town of Wake Forest

ACTION:

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

Second: Commissioner Sary.

Vote: Motion carried 5-0.

6. Legislative Items

- 6.A. Consideration of an Ordinance Amending the Code of Ordinances Chapter 14, Article III, Section 14-66 thru 14-75 - Noise

Strategic Performance Manager Lisa Hayes presented the proposed updates to the noise ordinance and provided some background on the noise ordinance. She provided a summary of the feedback received from an online survey:

- Quiet Hours
- Permit Notification – Ms. Hayes stated the citizens preferred method would be through email.
- Permit Review Time – Ms. Hayes stated the best responses were between 1 – 5 days or 1 – 2 weeks. Staff would propose a 7-business day turnaround.
- Changes in Permitting- Earlier end time, available option to be louder than previously.
- Overall Comments

Ms. Hayes stated the comments would be made available online.

There were 325 comments received from the online survey. Ms. Hayes said most responses identified quiet hours from 9:00 p.m. to 8:00 a.m. with the exception of Friday and Saturday nights being 10:00 p.m.

Ms. Hayes identified the following top five issues received from the online survey:

1. Loud Mufflers & Vehicles
2. Fireworks
3. Residential Parties & Music
4. Traffic
5. Lawn & Landscaping

Ms. Hayes provided an overview of standardized hours and decibel readings. She provided an overview of the permitting process, clarified citation rules and the update on enforcement and penalty process.

Commissioner Sary asked if the Police would enforce the noise ordinance. Ms. Hayes stated the Police will enforce on the weekends and Planning Department Staff will work on enforcing the noise ordinance during the week.

Commissioner Wright asked how loud amplified music is during an event downtown. Ms. Hayes replied, between 60-65 decibels but they're proposing it be moved to 75-decibels.

Mayor Jones said it appears someone can request a permit for 365 days. Ms. Hayes replied yes, if you want to exceed the 75-decibels you could request a permit for 365 days. The Planning Board will investigate further to see if it's reasonable and responsible. If staff receives a lot of complaints staff would revoke the permit.

Mayor Jones asked if a lot of businesses had inquired about playing their music louder. Ms. Hayes replied, no. Mayor Jones said she doesn't understand why they want to raise the decibel level. Ms. Hayes explained, businesses were going above the current 60-65 decibels limit and were required to apply for a permit but with the proposed change to 75-decibels businesses would fall within the decibel limit and would not have to apply for a permit.

Commissioner Wright asked how it would affect Friday Night on White (FNOW). Ms. Hayes said it would not. Commissioner Wright asked if town events were exempt.

Assistant Town Manager Allison Snyder clarified that town events are not exempt. Commissioner Wright asked if they're going to offer an exception. Ms. Hayes said she's not sure they've measured the decibels at FNOW but would do so. Commissioner Wright wants to make sure they're not impacting FNOW or any other similar live events.

Mayor Jones commented this may work well for downtown and commercial businesses, but this is a town wide ordinance. She asked what would happen if my neighbor were having a party. Ms. Hayes stated if they were to exceed the 75-decibel limit, they'd be issued a citation if exceeding the decibel limit. Mayor Jones expressed concern with a 75-decibel limit in a residential area.

Commissioner Sliwinski asked if they could differentiate between a commercial and residential ordinance. Assistant Town Manager Allison Snyder did look at outlining by zoning and outlining by use but because of the intermix of uses it didn't end out being a fair assessment, so staff decided going town wide.

Mayor Jones asked what can be done about barking dogs. Ms. Snyder said barking dogs are currently handled by Wake County Animal Control, but animal control is limited on what they can do about a barking dog. She said it would have to be based on the dog's health and physical welfare for animal control to take action.

Commissioner Sary asked if commercial and residential can be separated. He said more needs to be done on the residential side. Commissioner Sary would like staff to prod a bit more from the residential side. He would also like to have a 6-month grace period to see how it's working.

Commissioner Sliwinski asked if it's possible that 75-decibels at one end of town can come off different on the other side of town. Ms. Hayes replied, yes.

Commissioner Shackelford stated he'd like a second reading.

Ms. Hayes stated staff will perform further research and bring it before the Board at a later date.

A hardcopy of the proposed Noise Ordinance Updates is filed in the Clerk's Office with the August 16, 2022 minutes.

7. Planning Items

No Planning Items presented.

8. Administration and Financial Items

No Administration and Financial Items presented.

9. Public Services Items

No Public Service Items presented.

10. Parks and Recreation Items

No Parks and Recreation Items presented.

11. Public Safety Items

No Public Safety Items presented.

12. Other Business

12.A. Department Monthly Report
Received.

12.B. Wake County Tax Release

Received.

12.C. Commissioner Reports

Commissioner Sary congratulated the Town on the S-Line Grant, he'll attend the Public Arts Commission (PAC) and the Triangle J Council of Government (TJCOG) Boards Delegate Meeting, attended FNOW.

Commissioner Shackelford had no updates.

Commissioner Sliwinski held the Mental Health Care webinar with Commissioner Wright and thanked Wake Med, Commissioner Wright, and the Town for having the event.

Commissioner Wright said the Mental Health Care webinar was an exciting event and so many questions were asked, attending the Future Speak Annual Meeting in Raleigh, NC.

Commissioner Dyer attended a meeting for the Memorial Flag-Raising in Wake Forest and are planning for the recipients for next year, he attended the Historic Preservation Commission Meeting, attended the NC Triangle Apprenticeship Program (NCTAP) at the Renaissance Centre, attended the NC Regional S-Line Mobility Hub Plan in Sanford, NC.

Mayor Jones attended the Purple Heart Reunion Picnic; she thanked Commissioner Dyer for attending the NCTAP in her absence, attended the Electricities Conference, she thanked whoever came up with the idea to put the town's core values on the elevator doors.

Town Manager Kip Padgett said the possible joint public hearing with the Planning Board for September 6, 2022 is not going to happen because staff is waiting on information from the developer. The joint public hearing is now tentatively scheduled for October 4, 2022.

12.D. Closed Session - NCGS 142-318.11(a)(5) To establish, or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating (i) the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease.

12.E. Closed Session: N.C.G.S. 143.318(a)(1): To prevent disclosure of privileged, confidential, or info not of public record.

ACTION:

Mover: Commissioner Wright moved to go into closed session for items N.C.G.S. 142-318.11(a)(5) and N.C.G.S. 143.318(a)(1).

Seconded: Commissioner Dyer.
Vote: Motion carried 5-0.

The Board of Commissioners went into closed session at 6:57 p.m.

The Board of Commissioners returned to open session at approximately 7:35 p.m.

ACTION:

Mover: Commissioner Wright moved to approve the release of the closed session minutes from January 2009 to present as recommended by Town Attorney Hassan Kingsberry.

Seconded: Commissioner Sliwinski.

Vote: Motion carried 5-0.

Strategic Performance Manager Lisa Hayes welcomed Sarah Odio from UNC School of Government. Ms. Odio provided a presentation on the 353 S. White Street Project.

A hardcopy of the 353 S. White Street Development is filed in the Clerk's Office with the August 16, 2022 minutes.

13. Adjournment

With no further business to discuss, the meeting was adjourned at 7:45 p.m.

Duly approved in open session this 20thth day of September 2022.

(ATTEST)

Vivian A. Jones, Mayor

Theresa Savary, Town Clerk



Wake Forest Board of Commissioners Work Session Meeting Minutes

The Wake Forest Board of Commissioners met on **Tuesday, August 2, 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
Town Clerk Theresa Savary
Chief Financial Officer Aileen Staples
Downtown Development Manager
Jennifer Herbert
Parks, Recreation & Cultural Resources
Director Ruben Wall

Downtown Development Specialist
Camryn Gutierrez
Planning Director Courtney Tanner
Assistant Planning Director Jennifer
Currin
Senior Planner Tim Richards
Police Captain Brian Mote
Police Chief Jeff Leonard

1. Presentations

1.1 Discussion of Potential Partnership with the FUNGO Collegiate Summer Baseball Team

Parks, Recreation & Cultural Resources Director Ruben Wall provided a presentation for the potential partnership with the FUNGO Collegiate Summer Baseball Team.

Mr. Wall provided an overview of the partnership and benefits of the potential partnership with the FUNGO Collegiate Summer Baseball Team.

Mr. Wall went over the following park upgrades that would be needed:

- Add New Speaker System
- Established Entrance for Games
- Upgrade Dugouts (enlarge)
- Bullpens (add & upgrade)
- Add Half Wall Brick Backstop
- Add Bleachers (2 larger sets / ADA Compliant)
- ADA Ramp (if required)
- Add Landscaping & Signage

A hardcopy of the presentation for the potential partnership with the FUNGO Collegiate Summer Baseball Team is filed in the Clerk's Office with the August 2, 2022 minutes.

- 1.2 Social District Review: Provide update to the Board of Commissioners on Social District legislation and the benefits, challenges, and logistical needs to determine if this is something that they are interested in pursuing for downtown Wake Forest.

Downtown Development Manager Jennifer Herbert provided a presentation on the benefits and challenges of a Social District.

A hardcopy of the presentation for the Social District Review is filed in the Clerk's Office with the August 2, 2022 minutes.

2. Discussion of Monthly Financial Report

2.1 Monthly Financial Report

Chief Financial Officer Aileen Staples stated there was no monthly report attached to the Board's agenda because they're in the process of closing the fiscal year. Ms. Staples said they have about 3.1 million dollars remaining in revenues. Her prediction is they'll increase the fund balance between 6 and 7 million for general fund. Ms. Staples thought last year was a record year but thinks they're going to exceed that this year. She said the

cost of borrowing is going up but they're earning more on the investment side than they have in several years.

3. Review of Draft Agenda for Upcoming Regular Meeting

3.1 Review of Draft Agenda for Upcoming Regular Meeting

The draft agenda was reviewed.

4. Other Business

No other business.

5. Commissioner Reports

Commissioner Dyer said tickets are still available for the Annual Purple Heart Reunion Picnic scheduled on Saturday, August 6, 2022. The Wake Forest Garden Club's Annual Fall Festival is on Saturday, October 22, 2022.

Commissioner Wright attended the Technology Advisory Board Meeting.

Commissioner Sliwinski reminded everyone about the Mental Health Care Webinar coming up on August 11, 2022, he attended the Flag-Raising Ceremony, and the next ceremony will take place on September 12, 2022, at 11:00 a.m.

Commissioner Shackleford toured the Wake Forest Boys and Girls Club.

Commissioner Sary had no updates.

Mayor Jones toured the Wake Forest Boys and Girls Club, she visited Superior Tooling in Wake Forest, attended Parks, Recreation & Cultural Resources (PRCR) Employees Luncheon to congratulate and name the PRCR Employee of the Year. Suja Jacob was named the full-time Employee of the Year and Amy Warren was named the part-time Employee of the Year.

Town Manager Kip Padgett had no updates.

Mayor Jones asked if Town Manager Padgett and PRCR Director Ruben Wall should work on a Memorandum of Agreement with the FUNGO Collegiate Summer Baseball

Team. Town Attorney Hassan Kingsberry will work with Mr. Padgett and Mr. Wall in preparing a Memorandum of Agreement.

ACTION:

Mover: Commissioner Adam Wright moved to approve the Town of Wake Forest to prepare a Memorandum of Agreement with the FUNGO Collegiate Summer Baseball Team.

Seconder: Commissioner Sary.

Vote: Motion carried 5-0.

6. Adjournment

The Board of Commissioners adjourned the meeting at 7:32 p.m.

Duly approved in open session this 20th day of September 2022.

(ATTEST)

Vivian A. Jones, Mayor

Theresa Savary, Town Clerk



Board of Commissioners Agenda Item Report

Agenda Item No.: 2021-650-

Submitted by: Terry Savary

Submitting Department: Administration

Meeting Date: September 20, 2022

SUBJECT

Proclamation Recognizing "Public Power Week" October 2- 8, 2022

Recommendation:

Item Summary:

ATTACHMENTS

- [ProclamationPublicPowerWeekSept202220.pdf](#)



TOWN *of* WAKE FOREST

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

www.wakeforestnc.gov

PROCLAMATION PROMOTING NORTH CAROLINA PUBLIC POWER DURING PUBLIC POWER WEEK, OCTOBER 2 – 8, 2022

WHEREAS, public power meets the electric needs of 40 million Americans, almost 15 percent of electricity consumers; and

WHEREAS, North Carolina's public power communities provide homes, businesses and local government agencies with safe and reliable electricity employing sound business practices designed to ensure the best possible service; and

WHEREAS, many of North Carolina's 70 public power cities and towns have been electric providers for more than 100 years and provide 1.2 million citizens with safe, reliable power; and

WHEREAS, North Carolina's public power utilities are dependable institutions that provide excellent service and a commitment to community and they are valuable community assets that contribute to the well-being of the community and provide economic development opportunities; and,

NOW, THEREFORE, I, Vivian A. Jones, Mayor of the Town of Wake Forest do hereby proclaim the week of October 2-8 the 36th annual Public Power Week, a week to promote North Carolina's public power cities and towns for their contributions to their communities; and urge all citizens of Wake Forest to join with all public power systems in the United States in this celebration of public power.

This the 20th day of September 2022.

ATTEST:

Theresa Savary
Town Clerk

Vivian A. Jones
Mayor





Board of Commissioners Agenda Item Report

Agenda Item No.: 2021-651-

Submitted by: Terry Savary

Submitting Department: Administration

Meeting Date: September 20, 2022

SUBJECT

Proclamation Recognizing "National Night Out" on October 3, 2022

Recommendation:

Item Summary:

ATTACHMENTS

- [ProclamationNationalNightOutSept202220.pdf](#)



TOWN *of* WAKE FOREST

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

www.wakeforestnc.gov

PROCLAMATION NATIONAL NIGHT OUT 2022

WHEREAS, the National Association of Town Watch (NATW) is sponsoring a unique, nationwide crime, drug and violence prevention program on Monday, October 3, 2022 entitled "National Night Out"; and

WHEREAS, the 39th Annual "National Night Out" provides a unique opportunity for the Town of Wake Forest to join forces with thousands of other communities across the country in promoting cooperative, police-community crime prevention efforts; and

WHEREAS, the Neighborhood Watch Program plays a vital role in assisting the Wake Forest Police Department through joint crime, drug and violence prevention efforts in Wake Forest and is supporting "National Night Out 2022" locally; and

WHEREAS, it is essential that all citizens of the Town of Wake Forest be aware of the importance of crime prevention programs and impact that their participation can have on reducing crime, drugs and violence in Wake Forest; and

WHEREAS, police-community partnerships, neighborhood safety, awareness and cooperation are important themes in the National Night Out program;

NOW, THEREFORE, I, Vivian A. Jones, Mayor of Wake Forest, do hereby proclaim Monday, October 3, 2022 as "NATIONAL NIGHT OUT" in the Town of Wake Forest, North Carolina and call upon all citizens of Wake Forest to support any activities planned downtown to recognize the "39th Annual National Night Out" and to be mindful of things going on in our neighborhoods and community.

This the 20th day of September 2022.

ATTEST:

Theresa Savary
Town Clerk

Vivian A. Jones
Mayor





Board of Commissioners Agenda Item Report

Agenda Item No.: 2021-652-

Submitted by: Terry Savary

Submitting Department: Administration

Meeting Date: September 20, 2022

SUBJECT

Proclamation Recognizing the Month of October 2022 as "P.A.N.D.A.S. Month"

Recommendation:

Item Summary:

ATTACHMENTS

- [ProclamationPANDASept202220.pdf](#)



TOWN of WAKE FOREST

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

www.wakeforestnc.gov

PROCLAMATION RECOGNIZING OCTOBER 2022 AS “PANDAS AWARENESS MONTH” IN THE TOWN OF WAKE FOREST, NORTH CAROLINA

WHEREAS, Pediatric Autoimmune Neuropsychiatric Disorders Associated with Streptococcal Infections, better known as PANDAS, is said to be a rare condition but is actually rarely diagnosed; and

WHEREAS, PANDAS is a term used to describe a subset of children who have Obsessive Compulsive Disorder and/or tic disorders such as Tourette Syndrome and in whom symptoms worsen following strep infections such as Strep Throat and Scarlet Fever; and

WHEREAS, children are often misdiagnosed and treatment is delayed. There are many treatments and options for treating this condition but, unfortunately, they are often very expensive and not covered by insurance;

NOW THEREFORE, I, Vivian A. Jones, Mayor of the Town of Wake Forest, do hereby proclaim October 2022 as

“PANDAS Month in the Town of Wake Forest”

and urge all citizens to become aware of this debilitating condition for children and work to make it more readily recognized by the medical profession and the insurance providers.

This the 20th day of September 2022.

ATTEST:

Theresa Savary
Town Clerk

Vivian A. Jones
Mayor





Board of Commissioners Agenda Item Report

Agenda Item No.: 2021-657-

Submitted by: Courtney Tanner

Submitting Department: Planning

Meeting Date: September 20, 2022

SUBJECT

Proclamation Recognizing October 2022 as "Community Planning Month"

Recommendation:

Item Summary:

ATTACHMENTS

- [Agenda Summary.pdf](#)
- [Planning_Month_Proclamation_2022_October.docx](#)

Agenda Item: Proclamation Recognizing October 2022 as “Community Planning Month”

Summary: The Town of Wake Forest is celebrating Community Planning by publicly recognizing the participation and dedication of the members of the Planning Board, Town planners, and other citizen planners who have contributed their time and expertise to the improvement of the Town of Wake Forest.

Attachment: Proclamation



NATIONAL COMMUNITY PLANNING MONTH PROCLAMATION

WHEREAS, change is constant and affects all cities, towns, suburbs, counties, boroughs, townships, rural areas, and other places; and

WHEREAS, community planning and planners can help manage this change in a way that provides better choices for how people work and live; and

WHEREAS, community planning provides an opportunity for all residents to be meaningfully involved in discussions regarding the future of their community; and

WHEREAS, the full benefits of planning requires public officials and citizens who understand, support, and demand excellence in planning and plan implementation; and

WHEREAS, the month of October is designated as National Community Planning Month throughout the United States of America and its territories, and

WHEREAS, the American Planning Association and its professional institute, the American Institute of Certified Planners, endorse National Community Planning Month as an opportunity to highlight the contributions sound planning and plan implementation make to the quality of our neighborhoods and environment; and

WHEREAS, the celebration of National Community Planning Month gives us the opportunity to publicly recognize the participation and dedication of the members of planning boards and other citizen planners who have contributed their time and expertise to the improvement of the Town of Wake Forest; and

WHEREAS, we recognize the many valuable contributions made by the professional community of the Town of Wake Forest and extend our heartfelt thanks for the continued commitment to public service by these professionals;

BE IT RESOLVED THAT, the month of October 2022 is hereby designated as “Community Planning Month” in the Town of Wake Forest in conjunction with the celebration of National Community Planning Month.

Adopted this 20th day of September, 2022.

Attest:

Town Clerk



Mayor



Board of Commissioners Agenda Item Report

Agenda Item No.: 2021-661-

Submitted by: Terry Savary

Submitting Department: Administration

Meeting Date: September 20, 2022

SUBJECT

Proclamation Recognizing Constitution Week, September 17 - 23, 2022

Recommendation:

Item Summary:

ATTACHMENTS

- [ProclamationConstitutionWeekSept202220.pdf](#)



TOWN *of* WAKE FOREST

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

www.wakeforestnc.gov

PROCLAMATION

CONSTITUTION WEEK

Whereas, September 17, 2022 marks the two hundred and thirty fifth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

Whereas, it is fitting and proper to officially recognize this magnificent document and the anniversary of its creation; and

Whereas, it is fitting and proper to officially recognize the patriotic celebrations which will commemorate the occasion; and

Whereas, public law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week;

NOW, THEREFORE, I, Vivian A. Jones, by virtue of the authority vested in me as Mayor of the Town of Wake Forest, North Carolina do hereby proclaim the week of

“SEPTEMBER 17 THROUGH SEPTEMBER 23 CONSTITUTION WEEK”

in the Town of Wake Forest, and ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787.

This the 20th day of September 2022.

ATTEST:

Theresa Savary
Town Clerk



Vivian A. Jones
Mayor



Board of Commissioners Agenda Item Report

Agenda Item No.: 2021-630-

Submitted by: Brad West

Submitting Department: Planning

Meeting Date: September 20, 2022

SUBJECT

Public Hearing on CPA-22-02, Draft Town of Wake Forest Housing Affordability Plan

Recommendation:

Item Summary:

ATTACHMENTS

- [BoC Agenda Summary September 20 2022](#)
- [Housing Affordability Plan Staff Report](#)
- [Attachment A - Application](#)
- [Attachment B/Exhibit A - Draft Housing Affordability Plan July 1 2022](#)
- [Attachment C/Exhibit B - Summary of Proposed Draft Plan Changes](#)
- [Attachment D - Public Comments Matrix](#)
- [Attachment E - Ordinance](#)

Agenda Item: Public Hearing on and Consideration of CPA-22-02, Draft Town of Wake Forest Housing Affordability Plan

Agenda Summary: In light of the increasingly difficult housing situation many in the Triangle are experiencing in recent years, the Town of Wake Forest contracted with HR&A Advisors to draft the Wake Forest Housing Affordability Plan. The Draft Plan examines existing local housing conditions, determines housing needs, establishes a vision and associated goals for housing in the community, and recommends policies to help achieve this vision. Specifically, the Draft Plan's three overarching goals are to expand and promote homeownership, create new affordable rental housing, and build capacity and partnerships. An action chapter, with detailed implementation items aimed at achieving the aforementioned goals, is included to provide clear guidance for the Town.

Attachments: See Staff Report



Staff Report CPA-22-02: Wake Forest Housing Affordability Plan

Meeting Date	9/20/2022
Requested Actions	Public Hearing on and consideration of CPA-22-02, Draft Housing Affordability Plan
Case Manager	Brad West, Long Range Planning Manager
Planning Board Recommendation	The Planning Board, at their August 9, 2022 meeting, closed the public comment session and voted unanimously to recommend approval of the Draft Housing Affordability Plan.

PUBLIC MEETINGS

Public Comment Session	Public Hearing
August 9, 2022	September 20, 2022

PUBLIC COMMENTS

At the August 9, 2022 public comment session, one individual spoke about the need for affordable housing in Wake Forest. Another individual called on the North Carolina General Assembly to introduce affordable housing legislation, including inclusionary zoning.

An online public input survey for the Draft Housing Affordability Plan was posted on July 15, 2022 and closed on September 11, 2022. A summary of those comments is provided as part of this item (Attachment D).

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

In light of the increasingly difficult housing situation many in the Triangle are experiencing in recent years, the Town of Wake Forest contracted with HR&A Advisors to draft the Wake Forest Housing Affordability Plan. The Draft Plan examines existing local housing conditions, determines housing needs, establishes a vision and associated goals for housing in the community, and recommends

policies to help achieve this vision. Specifically, the Draft Plan's three overarching goals are to expand and promote homeownership, create new affordable rental housing, and build capacity and partnerships. An action chapter, with detailed implementation items aimed at achieving the aforementioned goals, is included to provide clear guidance for the Town.

STAFF RECOMMENDATION

Staff recommends approval of the proposed Draft Wake Forest Housing Affordability Plan for the following reasons:

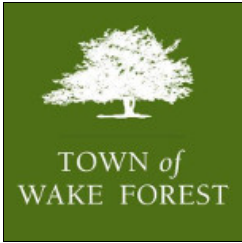
- The Draft Plan supports the Town's Strategic Plan goal of creating accessible housing opportunities.
- The Draft Plan fulfills the Community Plan's implementation item of drafting and implementing an Affordable Housing Plan.
- The Draft Plan fulfills the Northeast Community Plan's implementation item of identifying programs, initiatives, targeted funding mechanisms, counseling, and educational opportunities to allow existing residents flexibility in maintaining their chosen place of residence.
- The Draft Plan fulfills a key deliverable intended with the passage of the half-cent property tax for Affordable Housing initiatives.

ATTACHMENTS

- Attachment A: Application
- Attachment B: [Draft Wake Forest Housing Affordability Plan](#)
- Attachment C: Summary of Proposed Draft Plan Changes
- Attachment D: Public Comments Matrix
- Attachment E: Ordinance

EXHIBITS

- Exhibit A: [Draft Wake Forest Housing Affordability Plan](#)
- Exhibit B: Summary of Proposed Draft Plan Changes



Comprehensive Plan Amendment Application

(Comp Plan Amendment - BOC Workflow)

Town of Wake Forest, NC

301 S. Brooks St.

Wake Forest, NC 27587-2932

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

Project Overview

#818763

Project Title: Wake Forest Housing Affordability Plan

Jurisdiction: Town of Wake Forest (Wake County)

Application Type: Comprehensive Plan Amendment

State: NC

Workflow: Comp Plan Amendment - BOC

County: Wake

Checklist - Comprehensive Plan & UDO Amendment

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

[VIEW COMPREHENSIVE PLAN & 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?: No

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:

Staff Member Met With:

Project ID:

Data - Basic Location

If your Comprehensive Plan Amendment is associated with specific property(s) please answer the following questions. If not, proceed to the next page.

Development/Subdivision (optional - for reference only):

Project Address or PIN:

Tax PIN:

Zoning:

Current Zoning Overlay:

Town Limits:

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

Land Use:
GIS Acreage:

Acreage:

Project Contact - Applicant/Owner

Please enter all project contacts related to your application.

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

Project Contact - Applicant

Brad West
Town of Wake Forest
401 Elm Avenue
Wake Forest, NC 27587
P:(919) 5546100
bwest@wakeforestnc.gov

Project Contact - Property Owner

Brad West
Town of Wake Forest
401 Elm Avenue
Wake Forest, NC 27587
P:(919) 5546100
bwest@wakeforestnc.gov

Project Contact - Developer

Brad West
Town of Wake Forest
401 Elm Avenue
Wake Forest, NC 27587
P:(919) 5546100
bwest@wakeforestnc.gov

Amendment Type

Please answer the below questions to provide reviewers an overview of the application. Additional information may also be provided through uploading an attachment.

Plan Being Amended: N/A

Type of Amendment: Text

Description of Request:

Current Plan Language:

Town staff has drafted the Wake Forest Housing Affordability Plan N/A and intends to bring the document before the Board of Commissioners for adoption.

Justification of Amendments:

Town staff has drafted the Wake Forest Housing Affordability Plan and intends to bring the document before the Board of Commissioners for adoption.

Applicant Requested Language:

N/A



WAKE FOREST HOUSING AFFORDABILITY PLAN

Updated Draft - July 1, 2022



ACKNOWLEDGEMENTS

The Town of Wake Forest’s Housing Affordability Plan is the result of a joint effort between the Town and a broad group of local stakeholders. We would like to thank the many community members, service providers, elected leaders, Town staff members, Advisory Committee members, and members of the public who were instrumental to this process and provided invaluable insight and feedback on housing conditions and housing priorities in Wake Forest.

Advisory Committee Members		Project Consultants
	Desirae Williams Municipal Employee	
	Yolanda Winstead DHIC	HR&A Advisors
Alicia Arnold Wake County Department of Housing Affordability and Community Revitalization		Little Diversified Architectural Consulting
	Board of Commissioners	
Jacquie Ayala Habitat for Humanity	Vivian Jones Mayor	Planning Staff
Mike Burger Tri-Area Food Pantry	Jim Dyer Commissioner	Courtney Tanner Planning Director
Rachel Eberhard CASA	Chad Sary Commissioner	Jennifer Currin Assistant Planning Director
Dustin Engleken Triangle Apartment Association	R. Keith Shackelford Commissioner	Brad West Long Range Planning Manager
Dawn Fagan Wake County Housing Authority	Nick Sliwinski Commissioner	Michelle Michael Senior Planner - Historic Preservation
Wayne Felton Raleigh Housing Authority	Adam Wright Commissioner	Patrick Reidy Senior Planner - Development Services
	Planning Board	Kari Grace Senior Planner - Development Services
Rhett Fussell Raleigh Area Land Trust	Thomas Ballman Member	Tim Richards Senior Planner - Development Services
Jennie Griggs Northern Wake Senior Center	Sheila Bishop Member	Dylan Bruchhaus Planner II - Long Range
Tara Hall North Carolina Housing Finance Agency	Michael Hickey Member	Emma Linn Planner I - Development Services
Shynese Hockaday Louisburg College and Northeast Community	Christopher Joyner Member	Josh Michael Planner I - Long Range
Ryan Hutchinson Southeastern Baptist Theological Seminary	Joe Kimray Chair	Ben Coleman Zoning Enforcement Officer
Phil Landis Housing Advocate	Karin Kuropas Member	
Nathan Spencer Wake Up Wake County	Michael Siderio Member	

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INTRODUCTION

Plan Overview

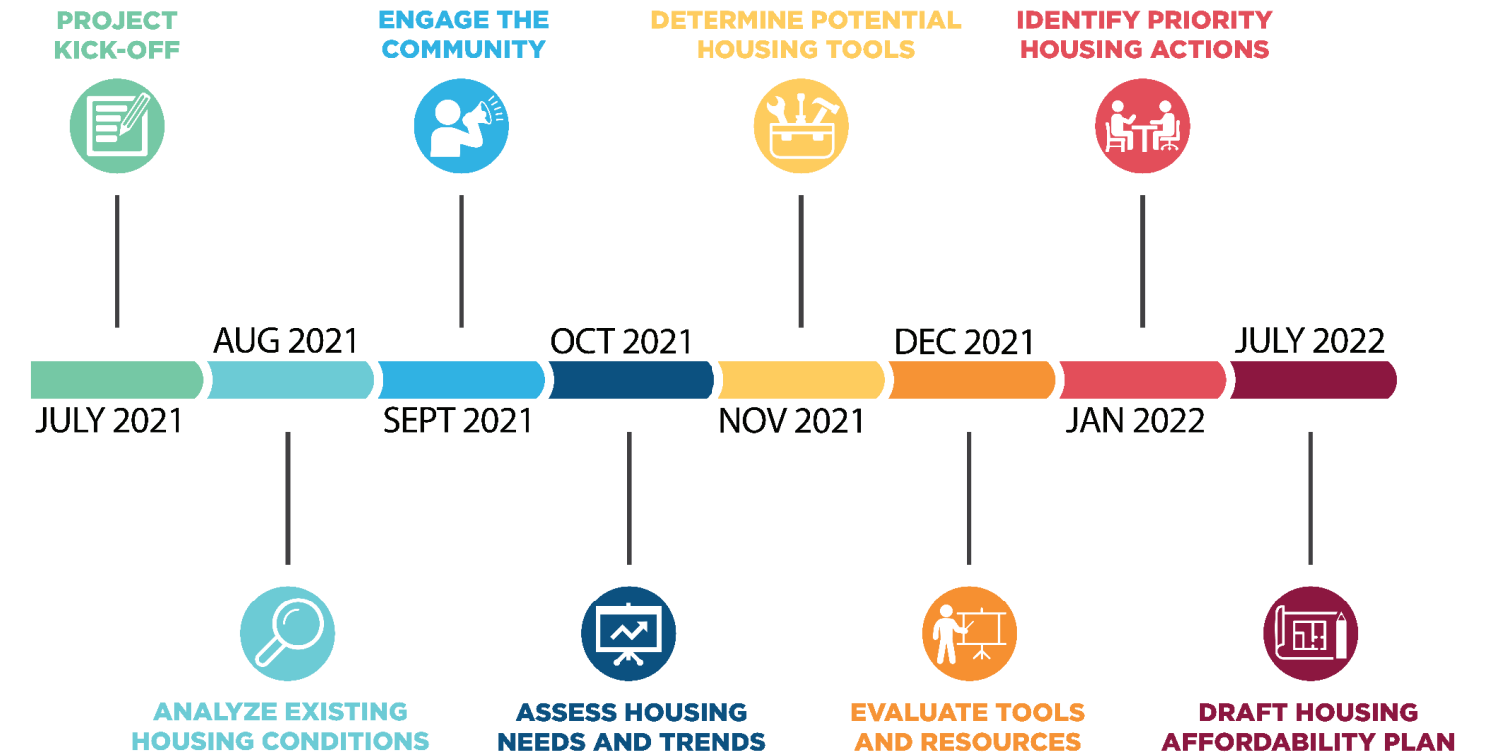
The Wake Forest Housing Affordability Plan seeks to lay a path for expanding housing opportunities that are rooted in analysis and community input.

Wake Forest is situated in one of the fastest-growing regions in the United States, leading to considerable population growth for the Town in recent decades. The large influx of new residents has substantially increased demand for both rental and for-sale housing in the community. As a result, many seeking to locate to Wake Forest are unable to find housing that they can afford,

while numerous households of existing residents are at risk of being displaced from Wake Forest and possibly the region.

In response to these challenges, the Town of Wake Forest undertook a Housing Affordability Plan to analyze local housing conditions, determine local housing need, explore proven housing affordability strategies, and refine these strategies into practical actions for the Town. The strategies contained herein set the framework for how the Town can work with community partners to make thoughtful, targeted investments in housing.

The Housing Affordability Plan was developed between 2021 and 2022, with regular engagement throughout.



Defining Affordability

Housing "affordability" can be defined in different ways based on both household income and housing.

Affordability in Relation to Income

Affordable Housing: Under a standard determined by the U.S. Department of Housing and Urban Development (HUD), housing is affordable when housing costs are less than 30% of a household’s gross income. HUD uses the Area Median Income (AMI) for a family of four as the primary metric to determine affordability in various regions of the country.

In the case of Wake Forest, HUD uses the Raleigh Metropolitan Statistical Area’s AMI, which was \$95,700 as of 2021. Alternatively, the US Census’ Median Household Income can be used as a metric for determining affordability on a more local level. The Median Household Income in Wake Forest is \$92,210 per the 2019 American Community Survey (ACS) 5-year estimates.

Key Affordability Terms Defined:

Cost Burden: A household that spends 30% or more of their gross income on housing costs is considered cost burdened.

Severe Cost Burden: A household that spends 50% or more of their gross income on housing costs is considered severely cost burdened. Low- and very low-income households are particularly impacted.

Residual Income: A household’s residual income is the money left for necessary expenses such as food, childcare, health care, and transportation after subtracting housing costs. Based on the Economic Policy Institute’s Family Budget Calculator, Wake Forest households that make less than 70% of the Area Median Income will struggle to afford the cost of living due to the costs of food, child care, health care, and other necessities.

Affordability in Relation to Housing Types

Some housing is affordable because it receives public subsidy, while other housing is affordable because of the type, location, or age of the housing. All housing types play an important role in meeting the diverse range of housing needs and preferences of the Wake Forest community.

- Naturally Occurring Affordable Housing (NOAH):** Market-rate housing (for rent or purchase) that is priced at levels that are affordable to low- or moderate-income residents.
- Subsidized Housing:** Affordable rental and ownership housing developed and/or operated by nonprofit and for-profit developers using public subsidies. Subsidy can be both at the building level (project-based) or the tenant level.
- Tenant Based Vouchers:** Families receive a voucher to be used to pay for a portion of rent at an apartment. North Carolina law does not require all landlords to accept this form of rental subsidy.
- Public Housing:** Housing managed by public housing agencies with operating and capital funds provided by HUD.
- Permanent Supportive Housing:** A model that combines housing, health care, and supportive services to help individuals and families lead more stable lives.



EXISTING CONDITIONS:
POPULATION

Regional Demographics

Wake County is one of the fastest growing counties in the country, both in job growth and population growth.

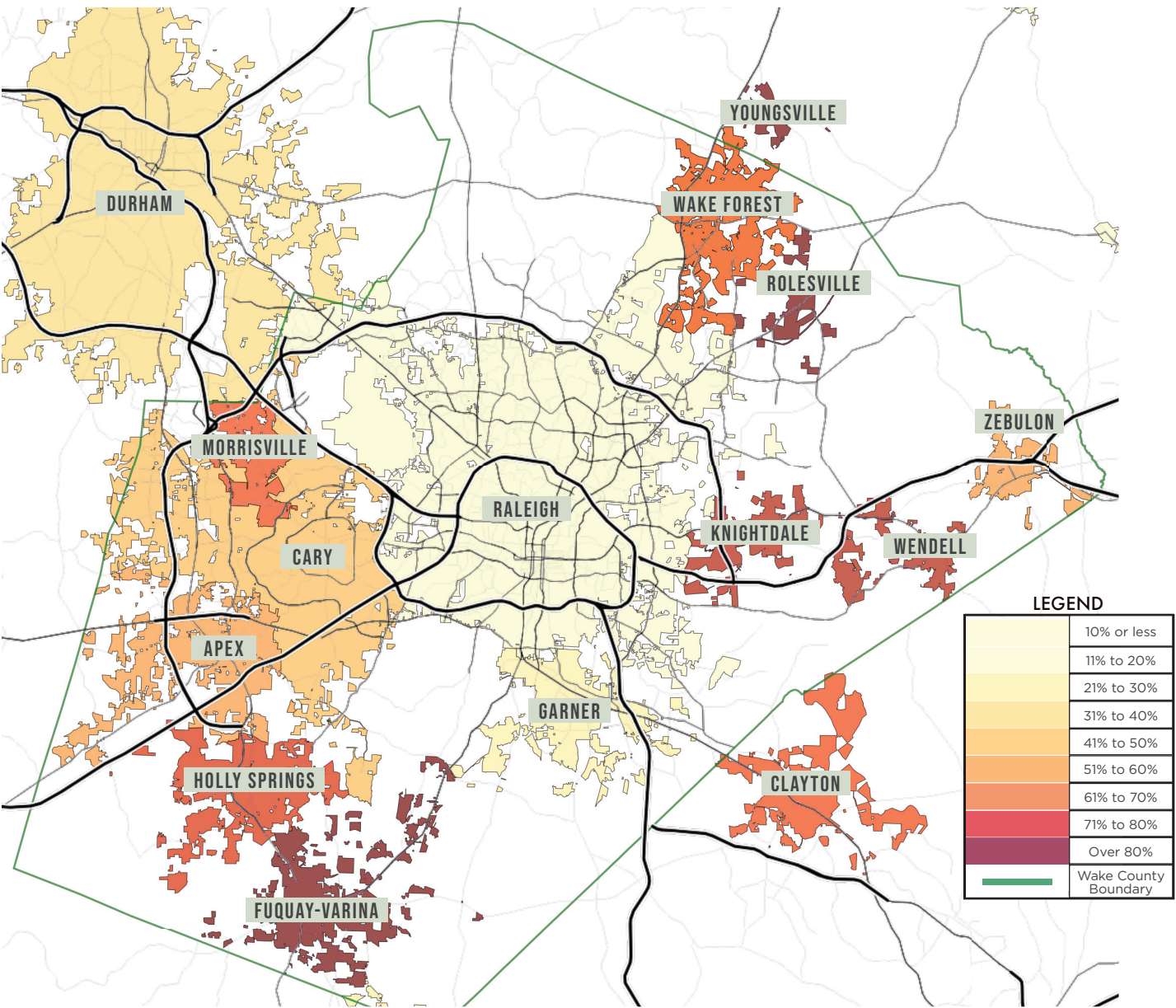
Regional Population Growth

North Carolina’s Triangle region, a nickname given to the neighboring metropolitan areas of Raleigh, Durham, and Chapel Hill, is a nine-county region home to three major research universities. The presence of these universities has led to the area becoming a hub of burgeoning

technology and biotech companies, fueling rapid population growth in recent decades.

Wake County, where Wake Forest is primarily located, has been at the center of this rapid growth. Wake County has grown by 25% since 2010, outpacing the state of North Carolina (+9%). With 1.1+ million residents, Wake County is the most populous county in North Carolina.

FIGURE 1: PERCENT POPULATION GROWTH ACROSS WAKE COUNTY BY JURISDICTION 2010-2020



8 Source: American Community Survey (ACS) 5-Year

Local Demographics

The Triangle region’s appeal has had a substantial impact on Wake Forest’s population growth.

Local Population Growth

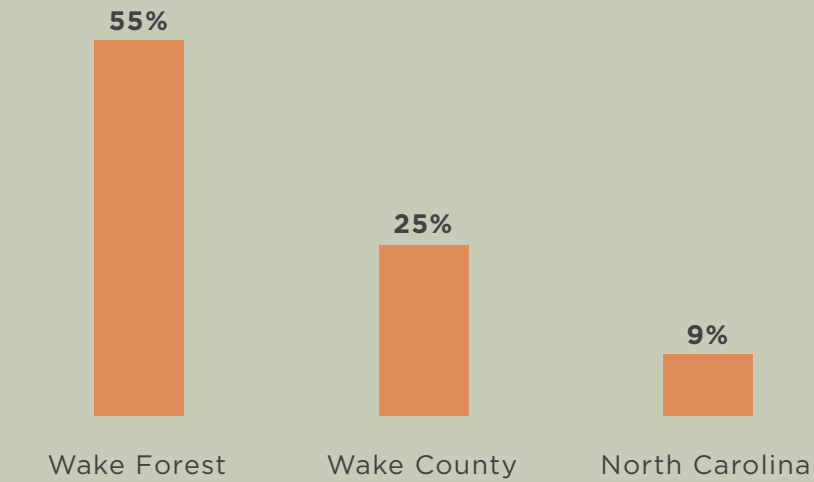
Wake Forest is located in the northeastern corner of Wake County, with a small portion in Franklin County. Like many of the suburban communities in the region, Wake Forest is substantially impacted by the region’s population growth (Figure 2).

Wake Forest’s population has grown by 55% since 2010, faster than both Wake County (25%) and the State (9%). In 1990, Wake Forest’s population was 5,769. Today, the population exceeds 47,601, almost ten times the population thirty years ago (Figure 3). Further, over 60% of residents have moved to the Town since 2010. This recent influx of residents has put substantial pressure on Wake Forest’s housing market to grow quickly to meet demand.

THE TAKEAWAY

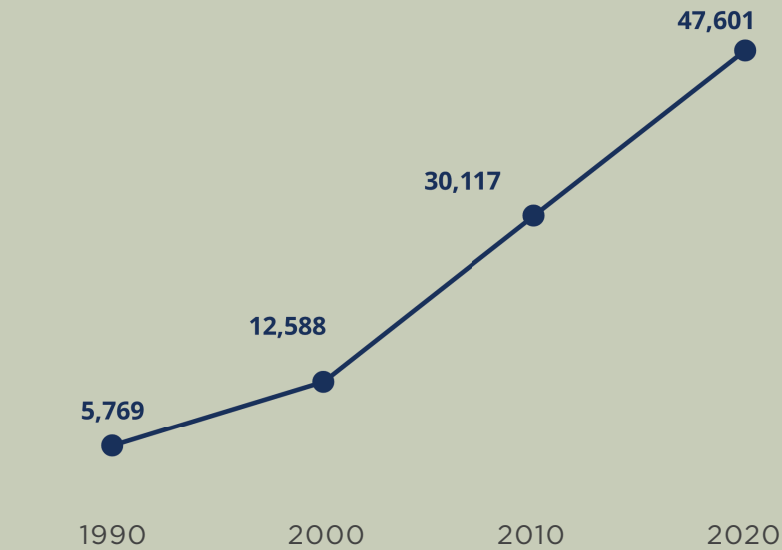
Wake Forest’s explosive population growth has outpaced both Wake County and the State’s growth since 2010. These trends put substantial pressure on Wake Forest’s housing market to keep pace.

FIGURE 2: COMPARATIVE POPULATION PERCENTAGE GROWTH 2010-2020



Source: Decennial Census, 2020

FIGURE 3: POPULATION GROWTH IN WAKE FOREST 1990-2020



Source: Decennial Census, 1990-2020

Local Demographics

Household Income

Population growth in the region has been driven primarily by households making more than \$100,000 per year (Figure 4).

In 2010, households earning between \$50,000 and \$74,999 were the most prevalent in Wake Forest. While population growth has occurred among all income groups earning above \$35,000, most new growth (64%) has been in households earning more than \$100,000 per year. Both increases in wages overall and the growth in high-income households has pushed the median household income up to \$92,210 in Wake Forest.

There is a disparity in income between new and existing households. Recent residents (households that moved within a year of 2019) in Wake Forest have a median income of \$140,000, compared to \$92,210 for existing households (Figure 5), an income disparity of almost \$50,000. This disparity creates challenges for existing residents who have to compete with high earners in the housing market.

THE TAKEAWAY

Population growth in Wake Forest is driven by high income households, who on average make almost \$50,000 more per year than existing residents. This can make it challenging for existing residents to find housing they can afford.

Local Demographics

Household Income by Race and Ethnicity

Wake Forest is becoming more diverse, however there are still income disparities by race and ethnicity in Wake Forest that help drive disparate housing outcomes. The median Asian and white household earns more than Wake Forest's overall median income (\$137,708 and \$102,209 respectively) (Figure 6). At the same time, the median Black and Hispanic household earns less than Wake Forest's overall median income (\$89,808 and \$62,500, respectively).

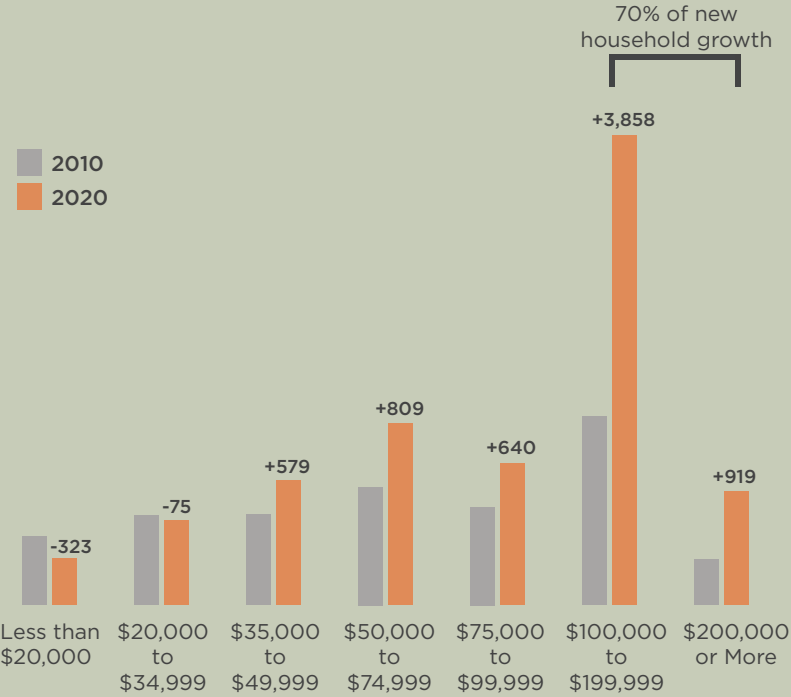
Renter Household Income

New renter households making more than \$75,000 per year have increased, benefiting from new rental housing development in Wake Forest (Figure 7). The median income of renter households has grown by 38% since 2015. In 2015, the median renter household income was \$41,116 compared to \$56,868 in 2020. This can likely be explained by both increases in renter incomes and the loss of lower-income renters who cannot afford to stay in Wake Forest.

THE TAKEAWAY

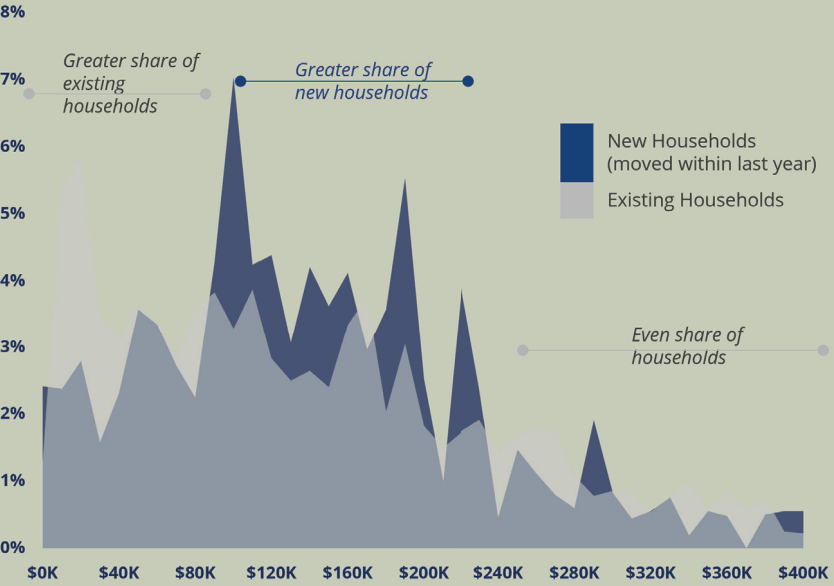
Although the median renter income is increasing, this is due in part to the loss of lower income renter households. And while some Wake Forest residents are seeing rising incomes, Black and Hispanic households still have disproportionately lower incomes, which impacts their ability to compete in the housing market.

FIGURE 4: CHANGE IN HOUSEHOLD BY INCOME IN WAKE FOREST 2010-2020



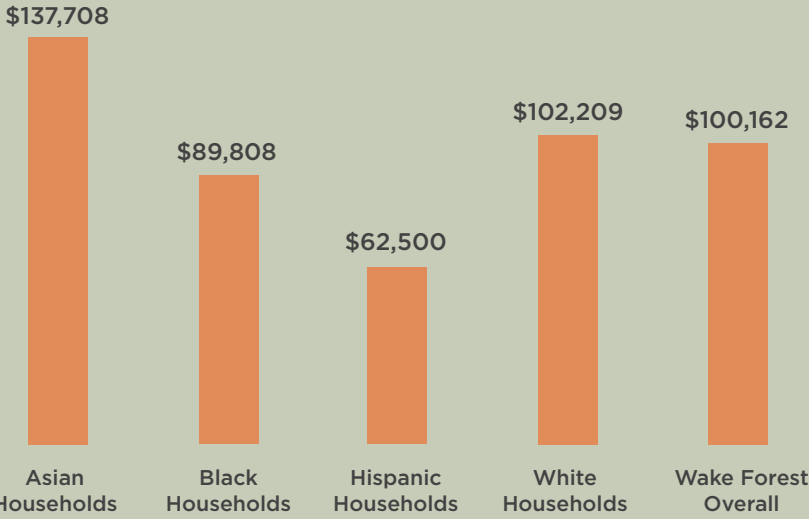
Source: American Community Survey (ACS) 5-Year

FIGURE 5: INCOME DISTRIBUTION IN WAKE FOREST: NEW HOUSEHOLDS VS EXISTING HOUSEHOLDS 2018-2019



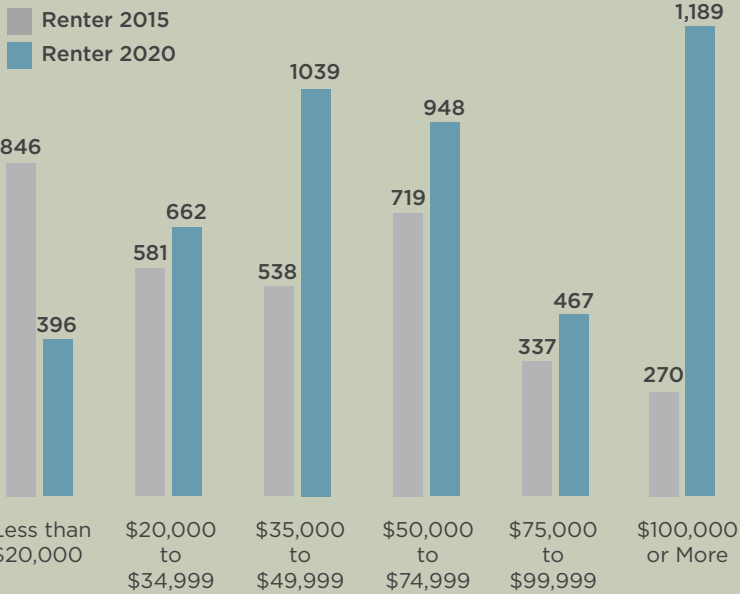
Source: American Community Survey (ACS) 5-Year, Public Use Microdata (PUM)

FIGURE 6: MEDIAN HOUSEHOLD INCOME IN WAKE FOREST BY RACE AND ETHNICITY 2020



Source: American Community Survey (ACS) 5-Year, 2020

FIGURE 7: RENTER HOUSEHOLDS IN WAKE FOREST BY INCOME 2015-2020



Source: American Community Survey (ACS) 5-Year

Local Demographics

Employment Growth

Employment growth has been a primary driver of population growth in both Wake Forest and the region. Importantly, the occupations that are growing the fastest in Wake Forest pay higher wages than the current most common occupations.

From 2010-2019, there was a 2% increase in the share of working households living outside of Wake Forest that are employed in Town. Additionally, there was a 2% decrease in the share of working households living within Wake Forest that are employed outside of Town.

As of 2020, the four most common occupations in Wake Forest pay low to moderate wages, including sales, office/administrative, food/serving, and transportation occupations (Figure 8). Median wages for these occupations range from \$22,000 to \$39,000 annually.

While lower- to moderate-wage occupations continue to outnumber high-wage occupations, the fastest growing occupations are higher-earning (Figure 9). The four fastest growing occupations reported in Wake Forest in 2020 include management, business and financial, installation and repair, and healthcare. Median wages for these occupations range from \$51,000 to \$115,000 annually.

THE TAKEAWAY

While lower to moderate wage jobs remain the most prevalent in Wake Forest, higher wage jobs are growing more quickly, which is a driver of the rising median income in Wake Forest.

Local Demographics

Housing Tenure

Wake Forest is primarily a town of homeowners; 70% of Wake Forest households own their homes (Figure 10). A greater share of Wake Forest residents own their homes than the United States average overall (about 64%). In line with state and national trends, the percentage of homeowner households is declining in Wake Forest across almost all income groups.

Housing Tenure by Race and Ethnicity

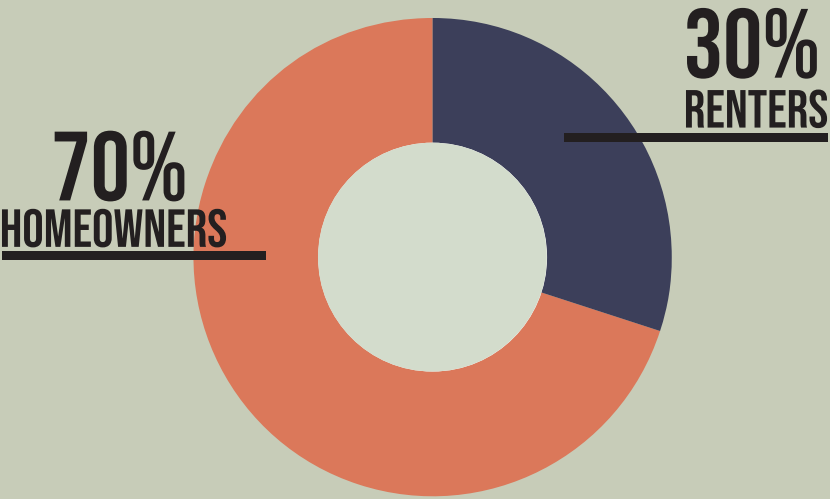
The racial and ethnic disparity in household income impacts how different households are represented and participate in Wake Forest’s housing market. One notable impact is the difference in housing tenure status among racial and ethnic groups. Black households are less likely to own their homes than the other groups (Figure 11). In Wake Forest, there is almost an equal distribution of Black households that rent and own their homes, unlike other racial and ethnic groups with larger majority shares of homeownership.

While the Census indicates Wake Forest has become more diverse in recent decades, Black homeownership has only marginally increased from 46% in 2000 to 51% in 2020. Comparatively, this rate is lower than all other racial and ethnic groups within the same 20 years.

THE TAKEAWAY

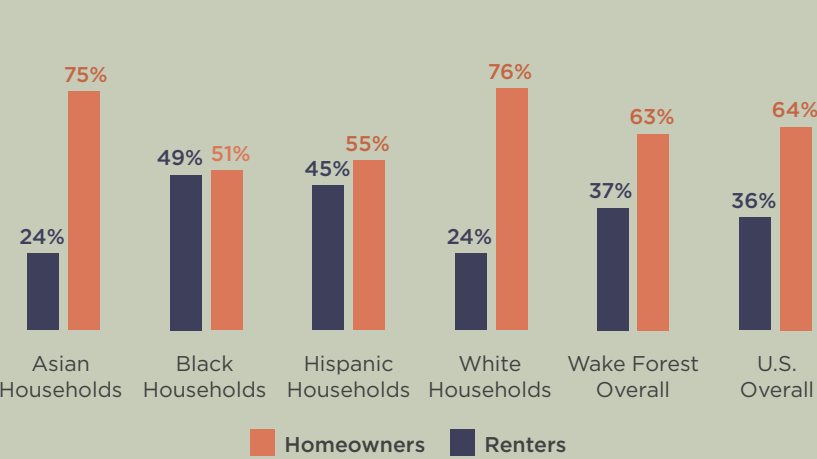
There are currently about 3 homeowners for every 1 renter in Wake Forest. There is a greater share of homeowners in Wake Forest compared with the U.S. overall. A disproportionate share of Black and Hispanic households rent their homes when compared with white and Asian households.

FIGURE 10: HOUSING TENURE IN WAKE FOREST 2020



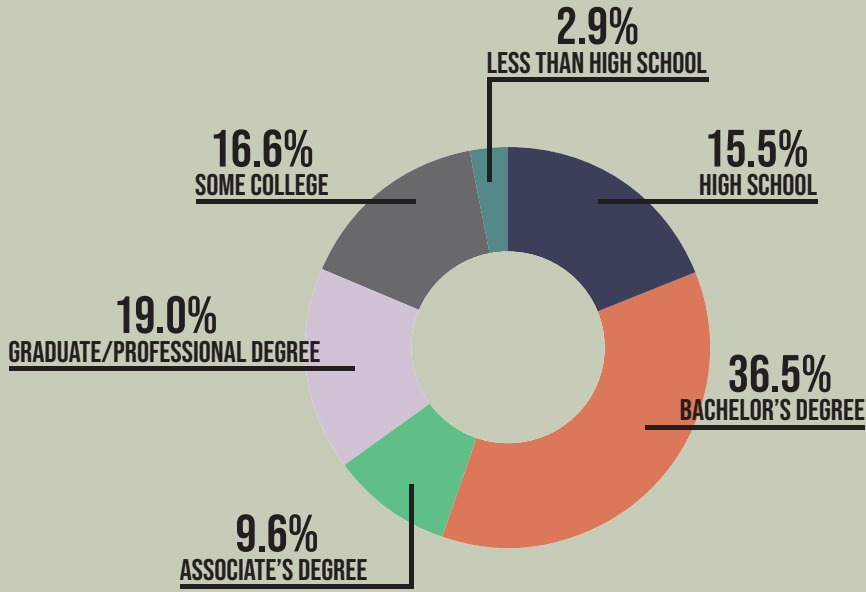
Source: American Community Survey (ACS) 5-Year, 2020

FIGURE 11: HOUSING TENURE IN WAKE FOREST BY RACE AND ETHNICITY 2020



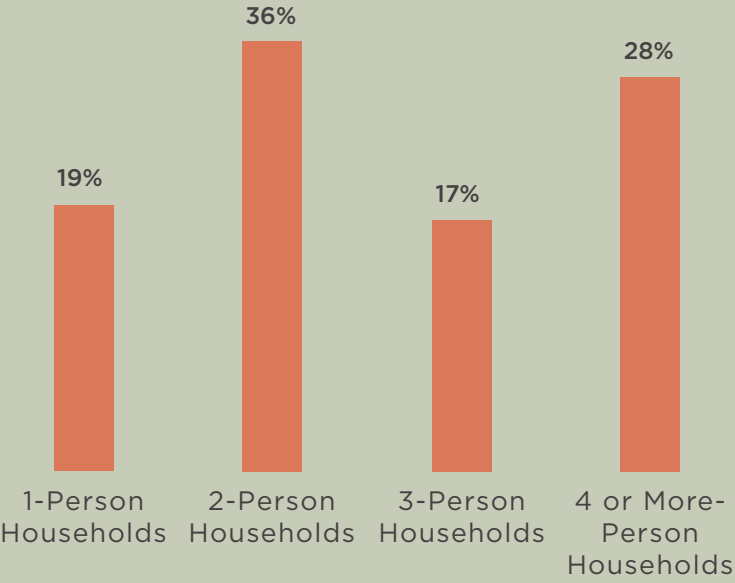
Source: American Community Survey (ACS) 5-Year

FIGURE 12: EDUCATIONAL ATTAINMENT IN WAKE FOREST 2020



Source: American Community Survey (ACS) 5-Year, 2020

FIGURE 13: HOUSEHOLD SIZE IN WAKE FOREST 2020



Source: American Community Survey (ACS) 5-Year, 2020

Local Demographics

Educational Attainment

Wake Forest residents have high educational attainment, driving high wages. More than half (55.5%) of Wake Forest households hold a Bachelor's degree or more (Figure 12), substantially higher than the United States overall (38%).

Household Size

Over 80% of households in Wake Forest contain two or more people, with 28% of households containing four or more people (Figure 13). This distribution of household size impacts the types of housing that households demand and has helped drive the development of homes that can accommodate families.

2.78
Average Household Size in Wake Forest 2020

3.24
Average Family Size in Wake Forest 2020

19.7%
Percent of Children (Under 18) in Single-Parent Households in Wake Forest 2020

THE TAKEAWAY

Wake Forest households are well educated on average, helping drive high incomes. Additionally, there is a relatively diverse distribution of household sizes.

Local Demographics

Seniors

Over 11% of Wake Forest's population was over the age of 65 in 2020. This is comparable but slightly less than the share of seniors in both Wake County (12%) and the State (16%).

Senior households comprise a significant share of both the renter and homeowner markets in Wake Forest (Figure 14). However, households that are either led by or inclusive of seniors are more likely to be cost burdened. Seniors often live on fixed incomes with limited opportunities to benefit from an increase in wages, which means that they are particularly impacted by rising housing costs.

Cost Burden

Housing cost burden in Wake Forest is more prevalent in renter households than homeowner households. However, in both categories, seniors experience a higher likelihood of being cost burdened (Figure 15).

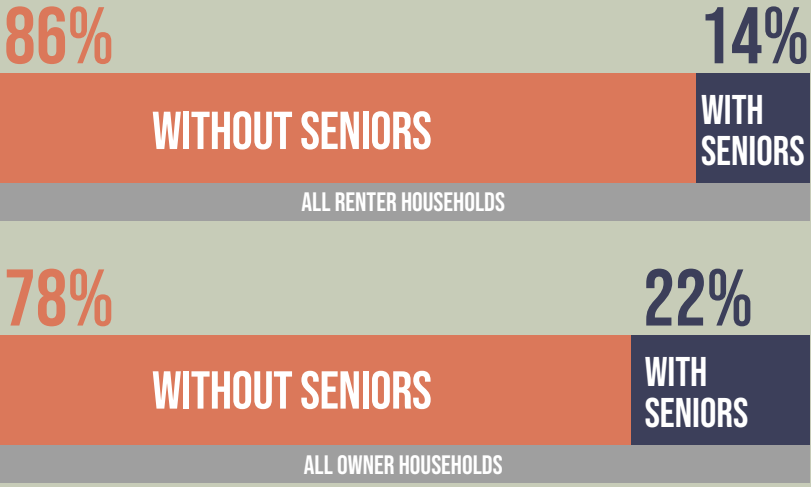
Homelessness

Wake County's 2021 Point-in-Time-Count, run by the Wake County Continuum of Care, identified 912 individuals in 2021 experiencing homelessness, including those living in a sheltered or unsheltered location – few of which are believed to reside in Wake Forest. Though no specific count is available at a town-level, service providers in Wake Forest, such as Tri-Area Ministry Food Pantry, work to meet the needs of those experiencing homelessness from across the region.

THE TAKEAWAY

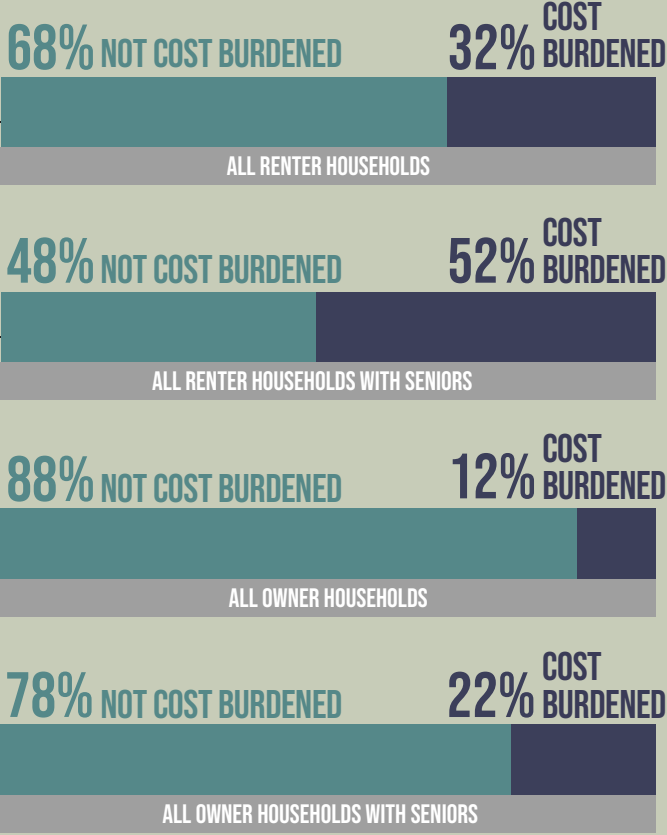
Senior households - especially renters - are much more likely to experience cost burden than their non-senior counterparts.

FIGURE 14: SHARE OF SENIOR (65+) HOUSEHOLDS IN WAKE FOREST BY HOUSING TENURE 2020



Source: American Community Survey (ACS) 5-Year, 2020

FIGURE 15: HOUSEHOLD COST BURDEN IN WAKE FOREST BY SENIOR STATUS 2020



Source: American Community Survey (ACS) 5-Year, 2020



EXISTING CONDITIONS: HOUSING

Housing Conditions

Wake County’s real estate market is delivering thousands of new housing units each year.

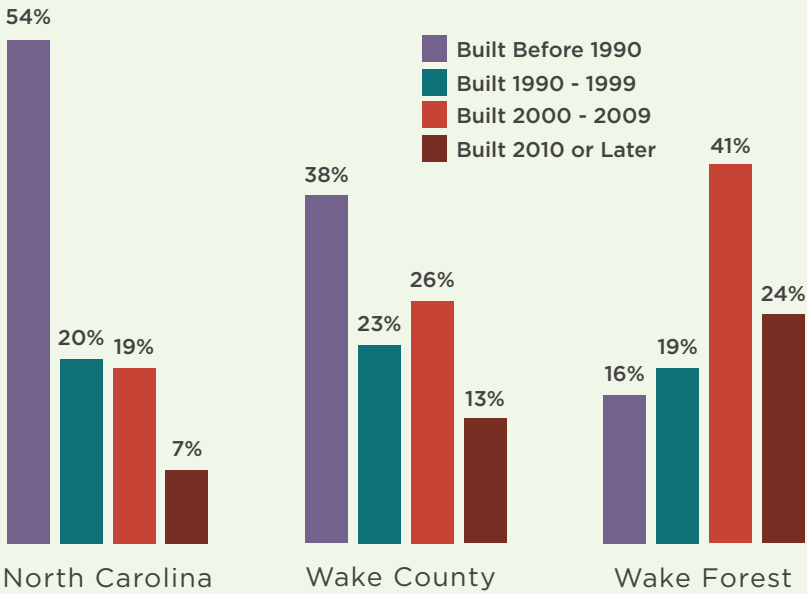
Housing Market Overview

The majority of new development in Wake County is characterized as “greenfield development”, or the creation of urban and suburban communities in new, largely underdeveloped environments that require the expansion of utility systems, roadways, and related services.

Though the majority of these new housing units are owner-occupied, Wake County is seeing an uptick in demand for rental apartments. This uptick is in line with national trends, as home sale prices become increasingly unattainable for middle-income households. This trend can also be observed in Wake Forest. In recent years, home sale prices in Wake Forest have begun to regularly exceed \$350,000, or the home price that is roughly affordable for households making 80% of AMI (Figure 17). Thus, a shift is underway in the rental market: higher-earning households that may have opted for homeownership in the past are moving into the rental market and driving prices up for renters as well.

The existing housing inventory in Wake Forest is much newer than housing in Wake County and the state (Figure 16). Between 2000-2020, Wake Forest added substantial inventory to keep pace with housing demand. As a result, more than half of homes (65%) have been built since the year 2000. Even in the rapidly developing context of Wake County, only 41% of homes have been built in the same time period. In North Carolina overall, a state that maintains a faster pace of growth than many others, the rate of new housing pales in comparison to Wake Forest, with 28% of housing built since 2000. Consequently, Wake Forest lacks a substantial inventory of older housing, which in many markets serve as a source of naturally occurring affordable housing.

FIGURE 16: AGE OF HOUSING UNITS IN WAKE FOREST 2020



Source: American Community Survey (ACS) 5-Year, 2020

FIGURE 17: HOME SALE PRICES IN WAKE FOREST 2020-2021

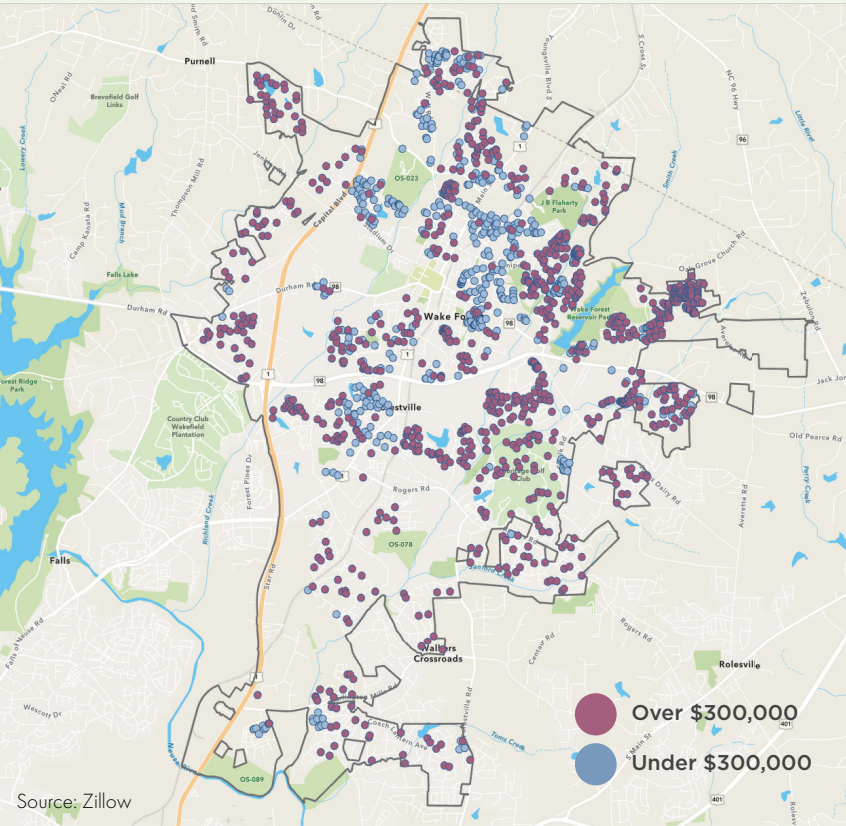
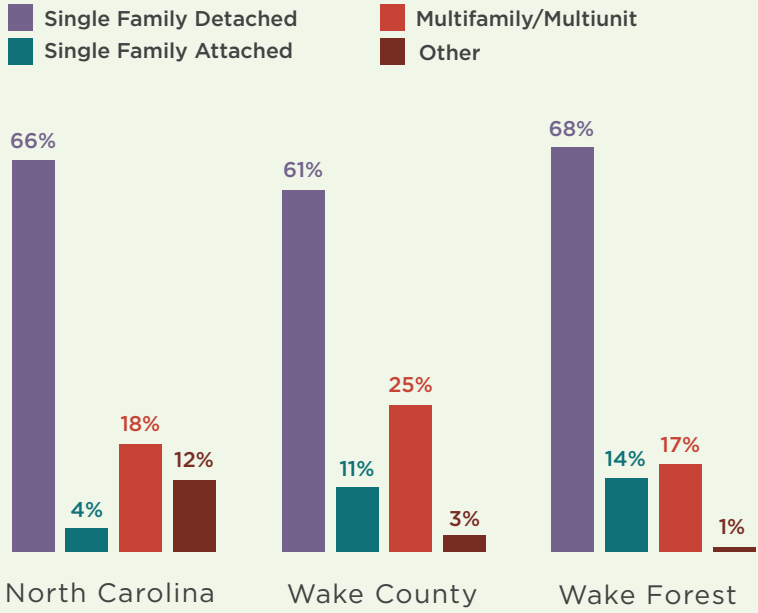
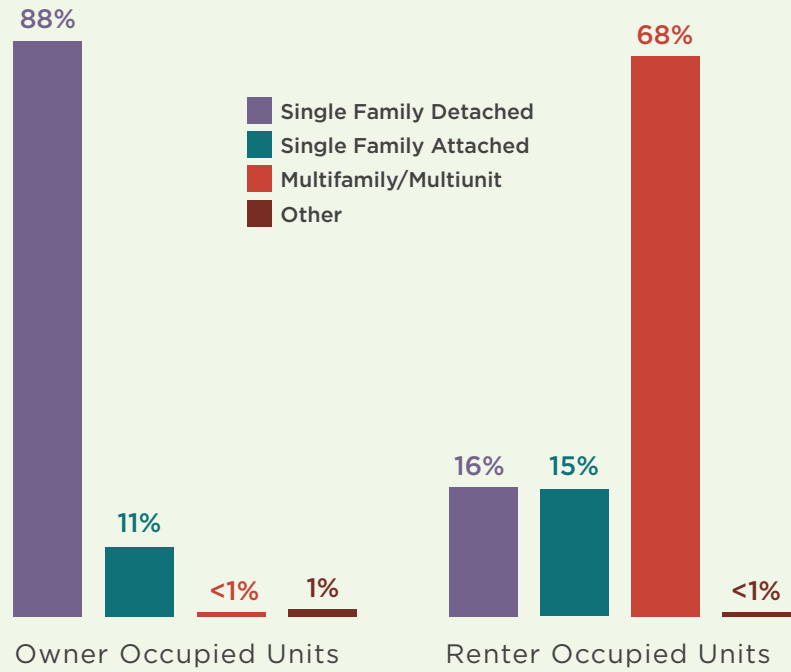


FIGURE 18: REGIONAL SHARE OF HOUSING TYPES 2020



Source: American Community Survey (ACS) 5-Year, 2020

FIGURE 19: WAKE FOREST HOUSING BY TYPE AND TENURE 2020



Source: American Community Survey (ACS) 5-Year, 2020

Housing Conditions

Existing Housing Inventory

Wake Forest is overwhelmingly comprised of single family homes. As of 2020, more than 82% of all residential properties in Wake Forest are single-family homes, with 17% being multifamily. Wake Forest's housing stock contains a smaller share of multifamily housing than Wake County and North Carolina overall (Figure 18).

Despite recent national trends in which single-family homes are increasingly being used as rental properties, the vast majority of single-family homes continue to be owner-occupied (Figure 19).

THE TAKEAWAY

The Wake Forest housing market has primarily catered to households looking for single family homes, and the Town contains a much smaller share of multifamily housing units than Wake County as a whole.

Housing Conditions

New Development

New housing development in Wake Forest is occurring rapidly, and the type of housing being built is evolving. Among the units newly developed since 2016, 70% have been single-family homes, 15% have been townhomes, and 15% have been multifamily homes (Figure 20).

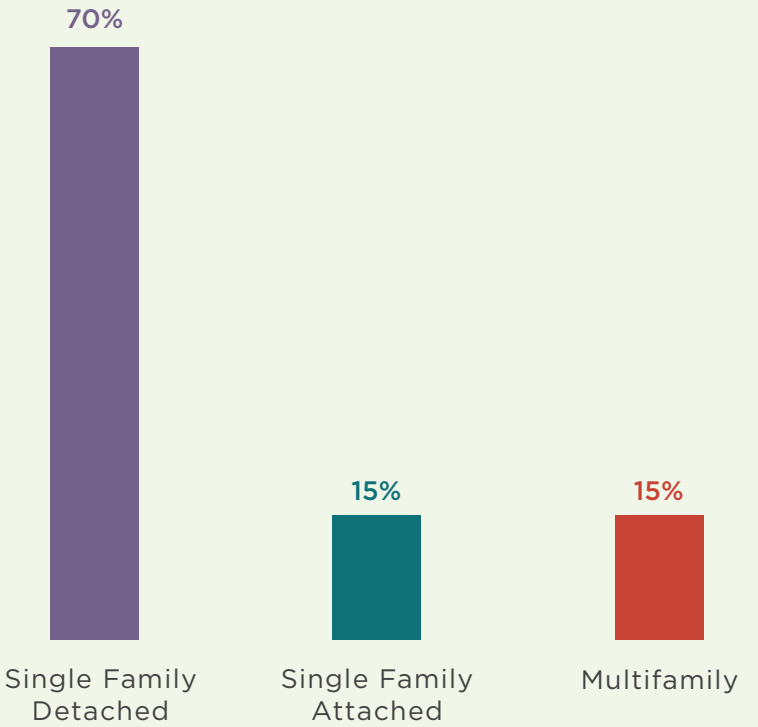
Between 2016 and 2020, a slightly greater share of housing built was a townhome typology (15%) than currently exists in Wake Forest's housing inventory overall (14%, per Figure 18). This shift reflects both increased demand for townhomes by homebuyers and land use changes that allow for more diverse housing types. When accounting for planned developments in the pipeline, Wake Forest's housing inventory will increase to approximately 24,577 units by 2030 (Figure 21).

Looking at the past 5 years alone, the Town of Wake Forest has certified the construction of 524 new multifamily units, 778 single-family attached units, and 2,830 new single-family units since 2016, increasing the total housing stock by 41%.

THE TAKEAWAY

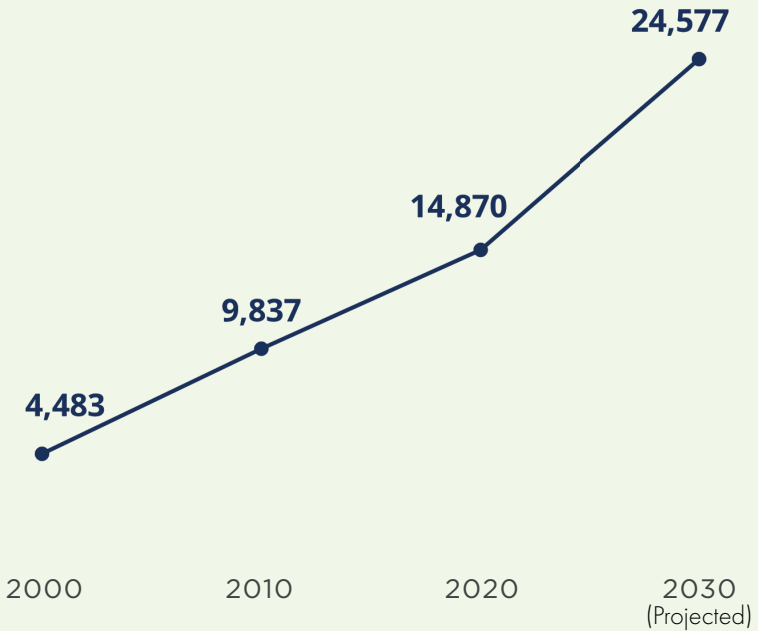
The character of Wake Forest's housing stock, albeit relatively young, has diversified in recent years as more single-family attached, or townhome, units are being built.

FIGURE 20: SHARE OF HOUSING UNITS BY NEW DEVELOPMENT TYPE IN WAKE FOREST 2016-2020



Source: Town of Wake Forest Planning & Inspections Department

FIGURE 21: HOUSING UNIT DEVELOPMENT IN WAKE FOREST 2000-2030



Source: Town of Wake Forest Planning & Inspections Department

Housing Conditions

Multifamily Housing

Multifamily rental housing built before 2000 has a more moderate price point, but the supply of this rental housing is limited. Below are three examples of existing multifamily developments that were built before 2000.

FIGURE 22: MULTIFAMILY DEVELOPMENTS IN WAKE FOREST BUILT BEFORE 2000



Source: CoStar

Below are four examples of upcoming multifamily developments.

FIGURE 23: UPCOMING MULTIFAMILY DEVELOPMENTS IN WAKE FOREST AS OF EARLY 2022



Source: CoStar

Housing Conditions

Rent Growth

Rents for all rental housing have been increasing steadily across the Research Triangle region (32% from 2015 to 2021, per Figure 24), in particular since the start of the COVID-19 pandemic. From 2020 to 2021 alone, rents increased by about 15%.

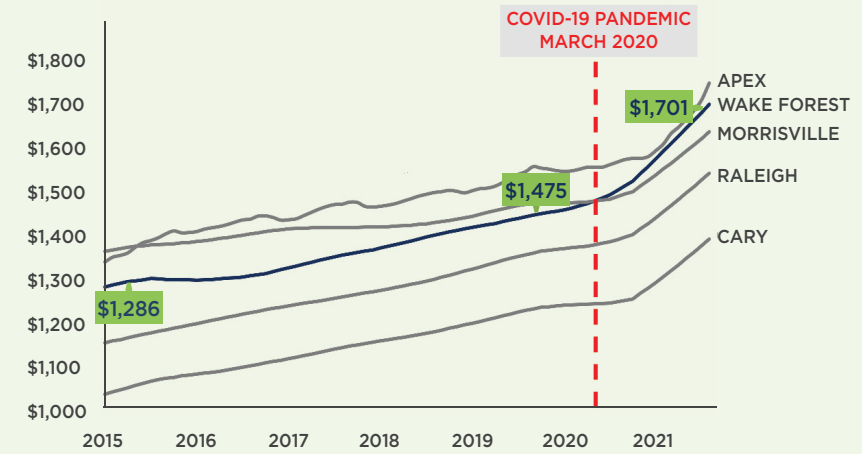
Rent increases in the region are consistent with national trends. Rents rose across the country as interest rates fell, supply chains were disrupted, and many people looked to relocate due to remote work. At the same time, new housing construction was disrupted, contributing to stagnating supply. The simultaneous increase in demand and stagnant housing supply resulted in rent increases.

This rent growth has further reduced the supply of housing available to low-income households. For example, a household earning \$40,000 can afford rent up to about \$1,000 per month. Between 2010-2020, Wake Forest added 2,152 homes that rent for more than \$1,000 per month, while the number of homes renting below \$1,000 per month only increased by 311 units (Figure 25).

THE TAKEAWAY

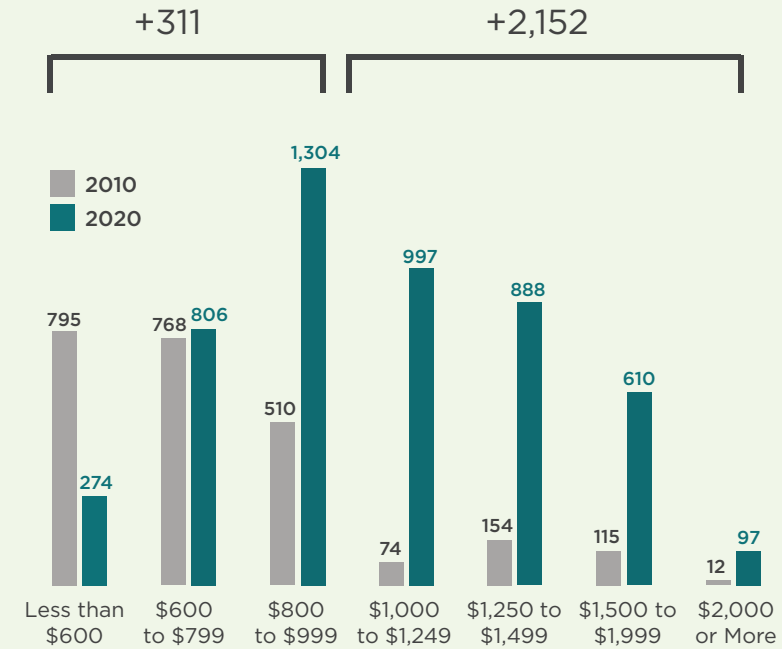
Rents were steadily increasing before the COVID-19 pandemic, but the median rent in Wake Forest has jumped over \$200 in the past two years alone.

FIGURE 24: MEDIAN RENT IN WAKE FOREST 2015-2021



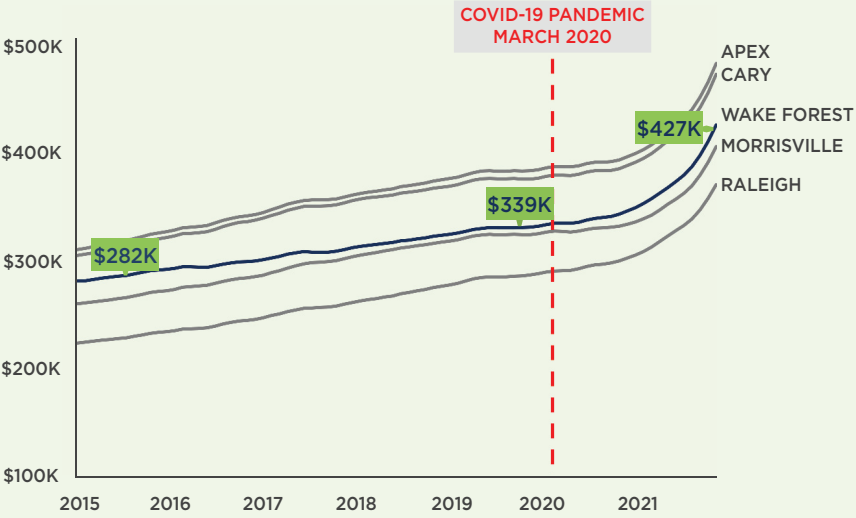
Source: Zillow

FIGURE 25: CHANGE IN RENTAL UNITS IN WAKE FOREST 2010-2020



Source: American Community Survey (ACS) 5-Year, 2010 2020

FIGURE 26: MEDIAN SALES PRICE IN WAKE FOREST 2015-2021



Source: Zillow

Housing Conditions

Sales Price

As with rental housing, the COVID-19 pandemic exacerbated rising costs for for-sale housing. In particular, for-sale homes with more square footage and open space witnessed unprecedented demand in Wake Forest and the Research Triangle region.

Home prices increased 61% between 2015 and 2021 in Wake Forest, with a 26% increase in prices since the onset of the COVID-19 pandemic (Figure 26). The median home price in 2021 was \$427,000, up more than 51% since 2015.

While new homes overall sell at an 11% premium, prices of older homes (built before 2010) have risen faster than that of new homes (Figure 27). Since the end of 2020, new homes have increased in value by about 9% while older homes have increased in value by about 24%.

Housing Conditions

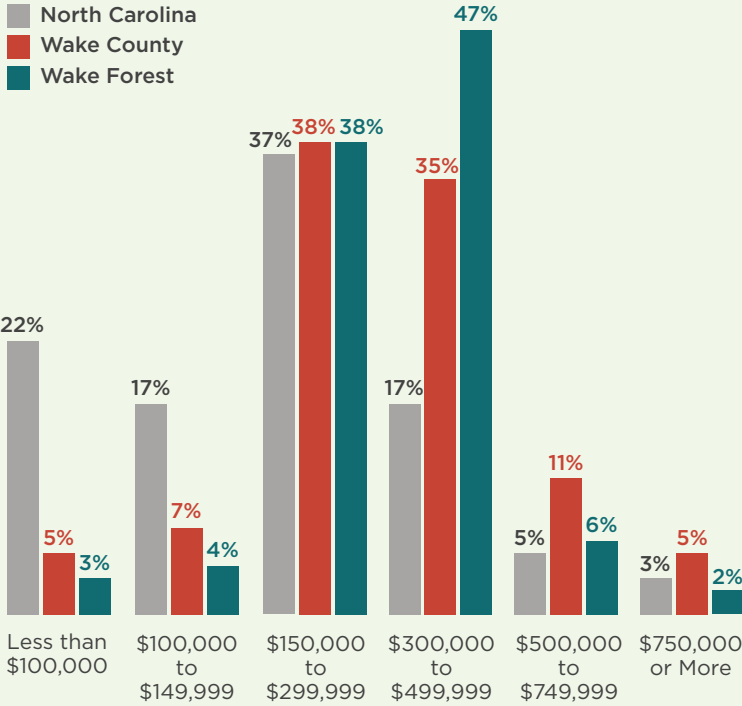
Home Value Growth

Today, the median home value among all owner-occupied homes in Wake Forest is \$314,000, higher than the median values for Wake County and North Carolina overall (Figure 28).

Almost half (47%) of owner-occupied homes in Wake Forest are valued between \$300,000 and \$499,000 (Figure 29). Rising homes values can lead to greater wealth for existing homeowners. However, rising home values also create a barrier to entry for low- and moderate-income households to become homeowners.

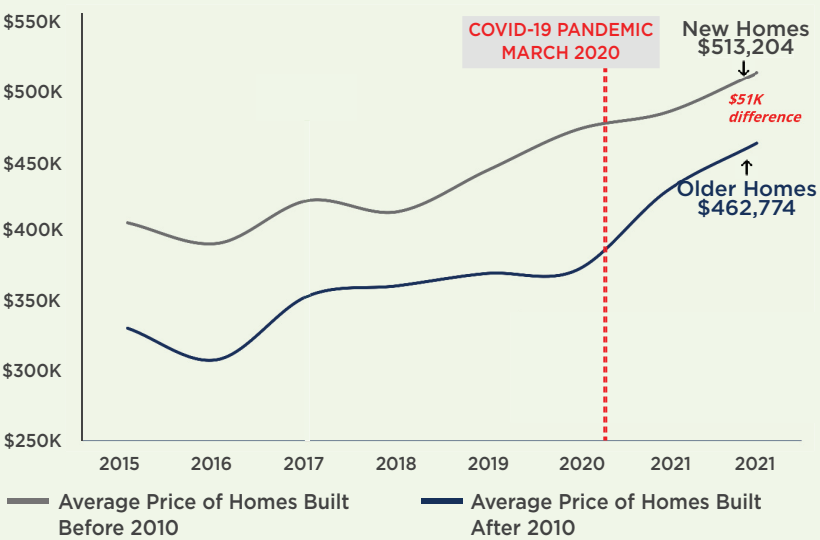
Of all homes sold between 2020-2021 in Wake Forest, only 26% were below \$300,000, the threshold for affordability for a median-income renter seeking to transition to homeownership (Figure 30).

FIGURE 29: HOME VALUES FOR ALL OWNER-OCCUPIED UNITS 2020



Source: American Community Survey (ACS) 5-Year, 2020

FIGURE 27: AVERAGE SALES PRICES OF NEW AND OLDER HOMES IN WAKE FOREST 2015-2021



Source: Zillow

\$513,204

Average Sale Price of a New Home in Wake Forest 2021

\$462,774

Average Sale Price of an Older Home (pre 2010) in Wake Forest 2021

THE TAKEAWAY

The Wake Forest housing market has primarily catered to households looking for single family homes, and the Town contains a much smaller share of multifamily housing units than Wake County as a whole.

FIGURE 28: MEDIAN HOME VALUE FOR ALL OWNER-OCCUPIED HOUSING UNITS

2015 → 2020
\$155K → \$182K
North Carolina

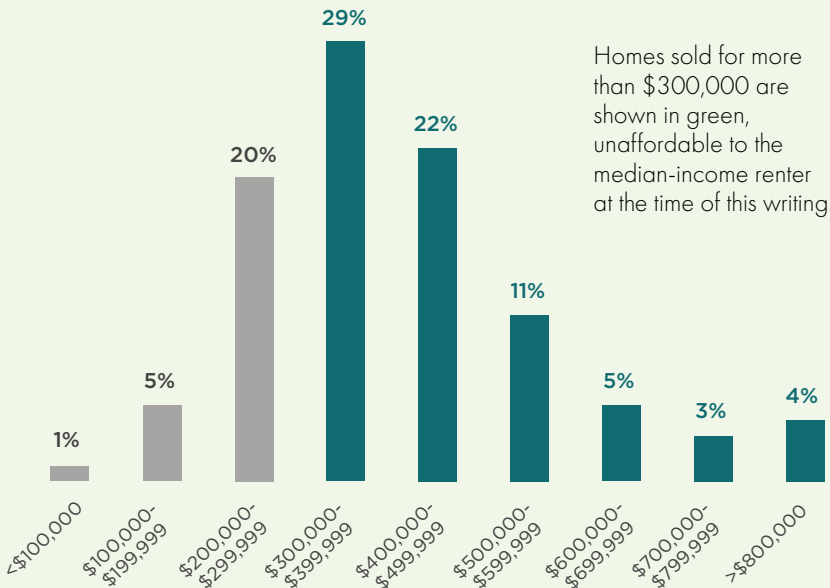
\$234K → \$302K
Wake County

\$267K → \$314K
Wake Forest

THE TAKEAWAY

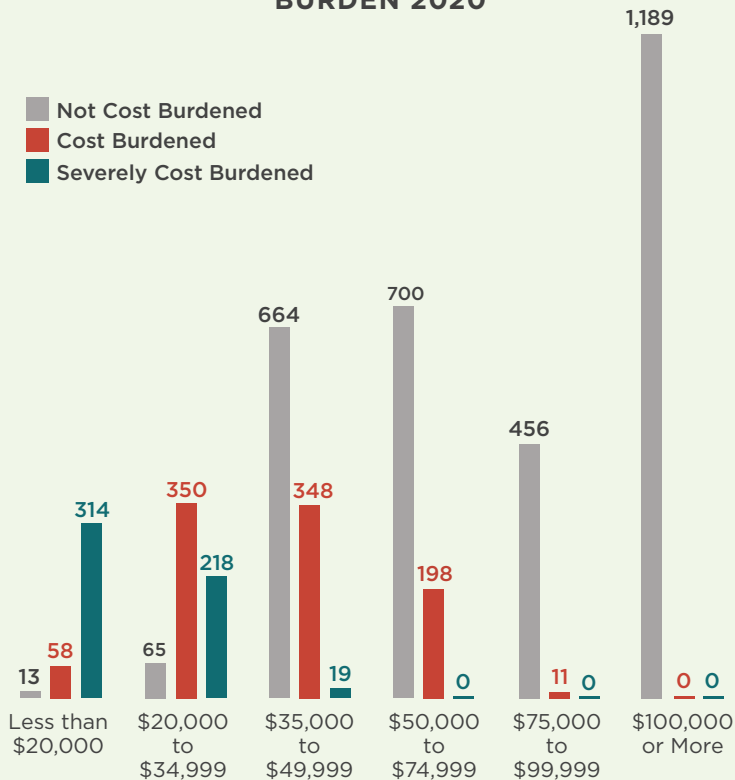
Home values are higher in Wake Forest than in Wake County or North Carolina overall.

FIGURE 30: SHARE OF HOMES SOLD IN WAKE FOREST BY PRICE POINT 2020



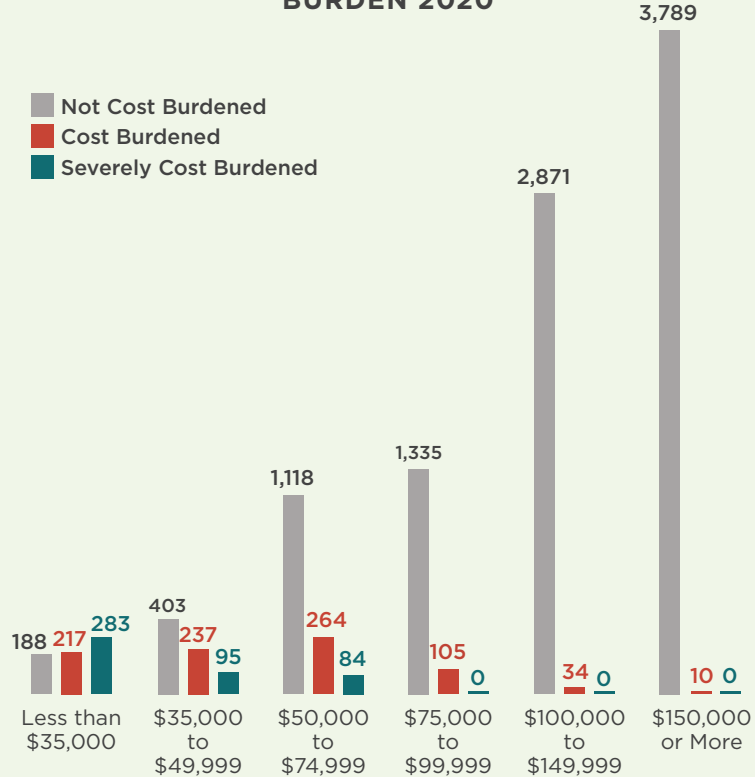
Source: Zillow

FIGURE 31: RENTER HOUSEHOLDS IN WAKE FOREST BY INCOME AND DEGREE OF COST BURDEN 2020



Source: American Community Survey (ACS) 5-Year, 2020

FIGURE 32: HOMEOWNER HOUSEHOLDS IN WAKE FOREST BY INCOME AND DEGREE OF COST BURDEN 2020



24 Source: American Community Survey (ACS) 5-Year, 2020

Housing Needs

Based on data analysis, community engagement, and stakeholder feedback, Wake Forest’s most pressing housing needs fall into three major categories: rental affordability, access to homeownership, and displacement pressure - all disproportionately impacting Black, lower-income, and older Wake Forest residents.

Rental Affordability

Among the 4,701 renter households in Wake Forest, over 30% are cost burdened and almost 12% are severely cost burdened. The vast majority of renters making less than \$20,000 per year pay more than 50% of their income in rent (Figure 31). Single-parent and senior households both face disproportionate rental cost burdens. By comparison, among the 11,033 households that own their homes, 12% are cost burdened (Figure 32).

Access to Homeownership

The majority of Wake Forest residents are currently homeowners. However, housing cost burden for almost every category of resident increased in the past 5 years, with cost burdens for **Black homeowners** increasing by 24%. **Senior homeowners** are also particularly cost burdened, making it difficult for them to age in-place.

Even if households can afford their rent or mortgage, they may struggle to pay other crucial housing costs, such as property taxes, home repairs, utilities and insurance.

Housing Needs

Across most income levels, homeownership rates are decreasing (Figure 33), with one exceptions. The increase in homeownership for households earning less than \$20,000 is likely due to an influx of retirees who earn fixed incomes.

While decreasing homeownership rates can be partially attributed to personal preferences, surging costs are pushing some households out of the housing market. Housing cost burdens for almost every category of resident increased in the past 5 years, with cost burdens for Black homeowners increasing by 24%. Senior homeowners are also particularly cost burdened, making it difficult for them to age in-place.

Today, the gap between the median renter income in Wake Forest and the income required to own the median-priced home is about \$25,000 and widening (Figure 34). Homeownership is increasingly out of reach for first-time homebuyers, which can negatively impact the ability of those households to build wealth over time.

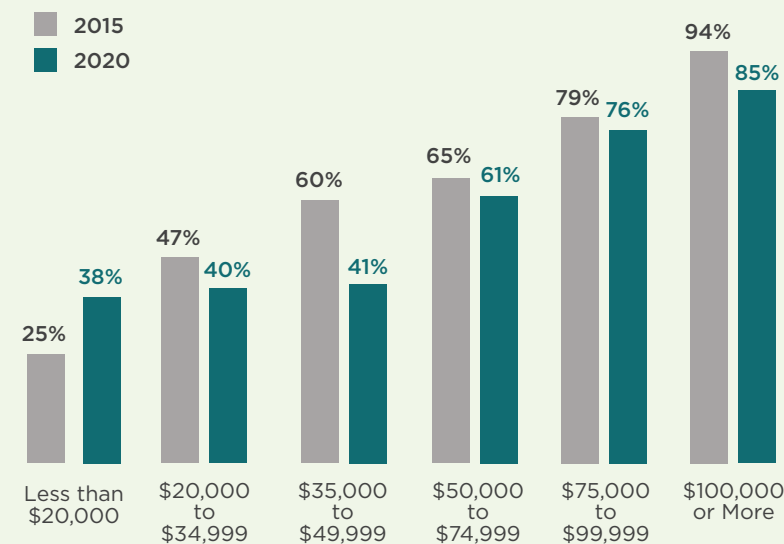
Displacement Pressure

Soaring cost and insufficient housing supply can lead to displacement of existing residents. Housing displacement refers to forced or involuntary movement from a household’s place of residence.

Forced Displacement: When a move is spurred by a physical or legal force that compels a household to vacate their home. Residents may be forced out by lease non-renewals, evictions, foreclosure, or natural disasters.

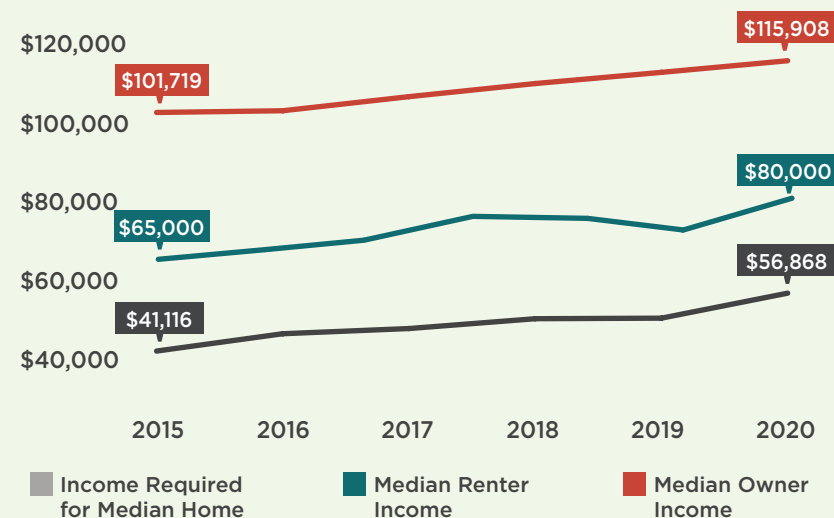
Pressured Displacement: When a household leaves their home because remaining is untenable. Residents may move because of housing cost burdens, poor housing quality, or unsafe neighborhood conditions.

FIGURE 33: HOMEOWNERSHIP RATE IN WAKE FOREST BY INCOME LEVEL 2015-2020



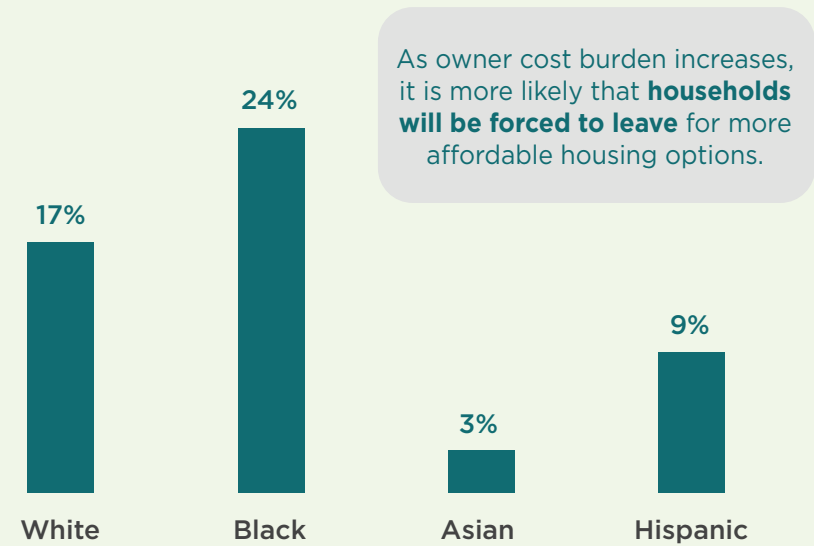
Source: American Community Survey (ACS) 5-Year

FIGURE 34: INCOME AT WHICH MEDIAN HOME IS AFFORDABLE IN WAKE FOREST 2015-2020



Source: Zillow, American Community Survey (ACS) 5-Year

FIGURE 35: CHANGE IN OWNER COST BURDEN BY RACE AND ETHNICITY IN WAKE FOREST 2015-2019



Source: American Community Survey (ACS) 5-Year, Public Use Microdata (PUM)

Housing Needs

Wake Forest is currently seeing isolated instances of displacement but is at risk of greater displacement. Forced displacement has occurred in isolated incidents, such as in the sale and pending re-development of Wellington Park, Wake Forest's only mobile home park. As undeveloped land is increasingly unavailable in Wake Forest, developers will look to purchase land that can be re-developed, which often contains older housing stock that is not covered by a historic district. Pressured displacement is at risk of occurring for older homeowners and long-term residents who are experiencing growth in property taxes and are often living on fixed incomes.

Based on the findings of the assessment and the community survey, there are two household groups who may be at risk of displacement if market pressure continues to build without affordable housing options: low-income renters facing severe housing cost burden (Figure 31), particularly senior renters; and senior homeowners, particularly Black senior homeowners. Black homeowners in general are facing a faster rate of cost burden increase (24%), which can lead to pressured displacement (Figure 35).

FIGURE 36: WAKE FOREST PUBLIC SURVEY RESPONSES 2021

Public survey results help illustrate the racial disparity in the housing market:

Share of survey respondents who struggle to find housing in the neighborhood they want to live in:



Source: Wake Forest Housing Affordability Plan Public Survey

THE TAKEAWAY

Rental affordability, access to homeownership, and displacement pressure are the three major challenges facing the Wake Forest housing market. All three challenges disproportionately impact Black, lower income and older Wake Forest residents.

Barriers to Housing Affordability

Wake Forest faces a set of key barriers to addressing long-term housing affordability. This Plan presents a range of strategies and tools to address these barriers.

Competition with Higher Income Households

As of 2021, the four most common jobs in Wake Forest paid wages below \$76,000, which is the Raleigh Metro Area's median income for a household of four, according to the U.S. Department of Housing and Urban Development. Meanwhile, the four fastest growing occupation sectors in the region earn more than the average current wage in Wake Forest. Higher income households moving in to Wake Forest can bid up the costs of existing housing when supply is not keeping up with demand, which makes it difficult for moderate and low-income households to compete.

Limited Affordable Housing Options

Despite growth in housing inventory, Wake Forest's supply of housing has not kept pace with demand at diverse price points. The town is losing affordable entry-point homes, or "starter homes", for new owners, which often include young families. Adding to this issue, new housing production has been almost entirely market-rate, serving new renters and owners with higher incomes.

Wake Forest has 1,641 existing subsidized rental housing units to serve low-income households, according to the

National Housing Preservation Database. The inventory of affordable housing units is generally older in Wake Forest (Figure 37). Crenshaw Trace, a 36-unit, income-restricted property for seniors, was completed in late 2021 and is the first subsidized development added since 2016.

Development Barriers

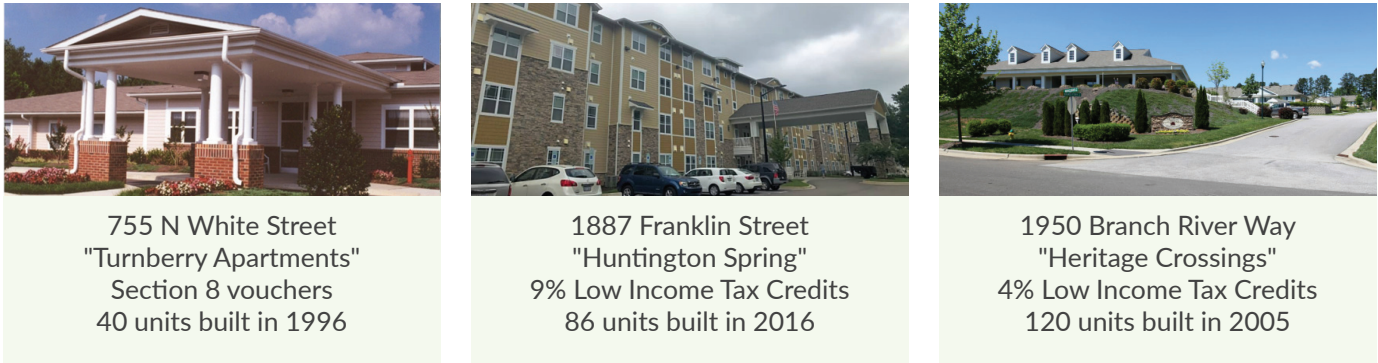
The central cost drivers for new housing is construction costs, including the cost of land. The costs to build housing have continued to rise at a quicker pace in the Triangle than most regions nationally. Rising housing costs pose a challenge for households on fixed incomes, such as seniors or single-parent households.

The Town does not currently offer specific, clearly defined incentives or requirements for developers who are interested in including affordable units in their developments, which means that the Town may miss opportunities to increase the affordable housing inventory through new development. Additionally, market demand for certain amenities, such as parking, increase the cost to build housing, which is largely unavoidable in a town that has limited public transit options.

THE TAKEAWAY

Competition with higher income households, limited housing supply, and hindrances to development are key barriers to affordable housing.

FIGURE 37: EXISTING AFFORDABLE RENTAL HOUSING SITES IN WAKE FOREST



Source: National Housing Preservation Database (NHPD)

COMMUNITY
ENGAGEMENT

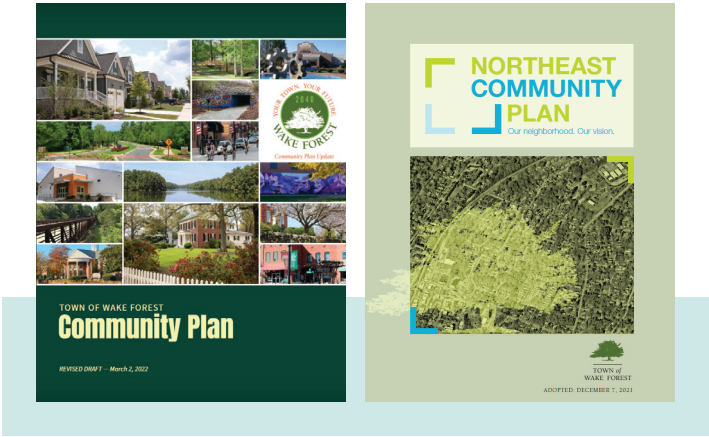
Planning Context

The Housing Affordability Plan builds on the housing needs captured in previous planning efforts, including the 2021 Northeast Community Plan.

Overview

Planning efforts, findings, and recommendations established in Wake Forest. The following past planning efforts shaped policies and goals that informed this plan, including:

- Community Plan (2022)
- Northeast Community Plan (2021)



While each of these plans provide critical policy recommendations directed at improving the Town’s housing affordability, the Northeast Community Plan elaborates in more depth on the serious displacement pressures being felt by the Town’s largest African American neighborhood.

Community Plan (2022)

The Community Plan includes sustainable growth strategies with a focus on providing open space and preserving Wake Forest's small town character. The Plan recognizes the need for mixed uses that promote active residential areas and downtown growth, including transit-supportive residential development. The Residential Areas Plan specifically highlights nine areas with opportunities to increase the diversity of housing types in Wake Forest, particularly in infill development areas.

The Northeast Community Plan (2021)

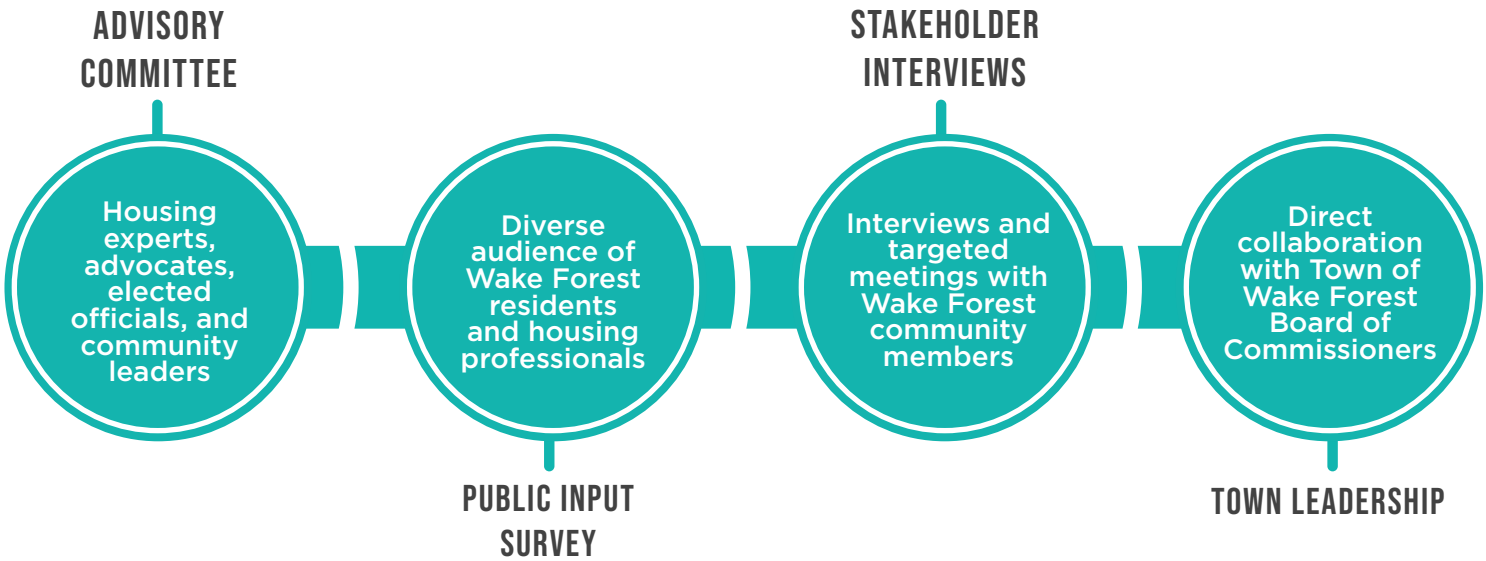
The Northeast Community was established by formerly enslaved African Americans after the Civil War and remains predominantly Black today. The Plan for the historic Northeast Community studied the 315-acre district’s plateauing population in comparison to Wake Forest’s rapid growth as well as the area’s declining share of Black households. Despite these challenges, the Plan highlights that this area remains relatively affordable with its smaller home sizes and older housing stock. The Town engaged leaders from the Northeast Community to incorporate their insight into this Housing Affordability Plan.

Among its recommendations, the Plan sought to provide a variety of affordable housing options (ownership and rental) created via new and infill residential developments, identify opportunities for commercial development along North White Street, and build the community’s capacity for economic stability. Its future land use goals promote sustainable urban growth opportunities and target areas nearest downtown for medium-density housing, commercial development, and mixed uses.

This Housing Affordability Plan included engagement with multiple stakeholders within the Northeast Community including homeowners, renters, community leaders and advocates. Participants expressed concerns about rising rents, property taxes, and displacement pressures, which resonated with the experiences of seniors and non-white communities across Wake Forest.

Plan Outreach

There were four engagement components during the development of this Plan.



Advisory Committee: The Town of Wake Forest engaged an Advisory Committee throughout the process comprised of housing experts, community and organizational representatives, agency representatives, and affordable housing development professionals.

Public Input Survey: The Town of Wake Forest completed a public survey to gauge the housing issues that residents experience and their perspective on the role of the Town in addressing these issues.

Individual Interviews: The Town of Wake Forest conducted interviews and held targeted meetings throughout the process to ground-truth findings and gather feedback on housing tools and potential implementation challenges. Over the course of the 10-month period, the Town spoke with local housing experts to understand the full picture of housing needs in Wake Forest.

Engagement with Town Leadership: The Town of Wake Forest solicited feedback and input from the Board of Commissioners throughout the process.

ENGAGEMENT OVERVIEW



This Plan captures a broad range of perspectives and housing needs. This input was crucial to developing the goals and strategies developed for this Plan.

Plan Outreach

The public survey provided insight on housing needs for different populations.

Seniors' Input on Housing Needs

The Town of Wake Forest engaged Senior members of the community to analyze their housing needs and concerns. Seniors living on fixed incomes have been disproportionately affected by the rise in home prices. 52% of renter households with seniors are cost burdened. Seniors who own their own homes are increasingly affected by rising property taxes and the costs of home repairs.

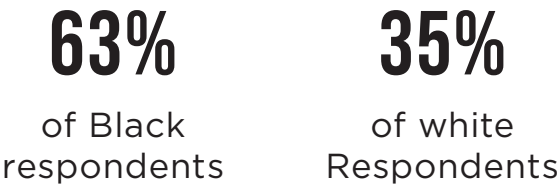
Some senior community members report being harassed and pressured to sell their homes. Intimidation mail, texts, and phone calls create a hostile living environment for seniors already struggling with housing affordability.

Public Survey Results

Respondents shared both their perspective on housing issues in Wake Forest and the role that they think the Town should play.



Share of respondents who struggle to find housing in the neighborhood they want to live in:



SELECTED SURVEY QUOTES

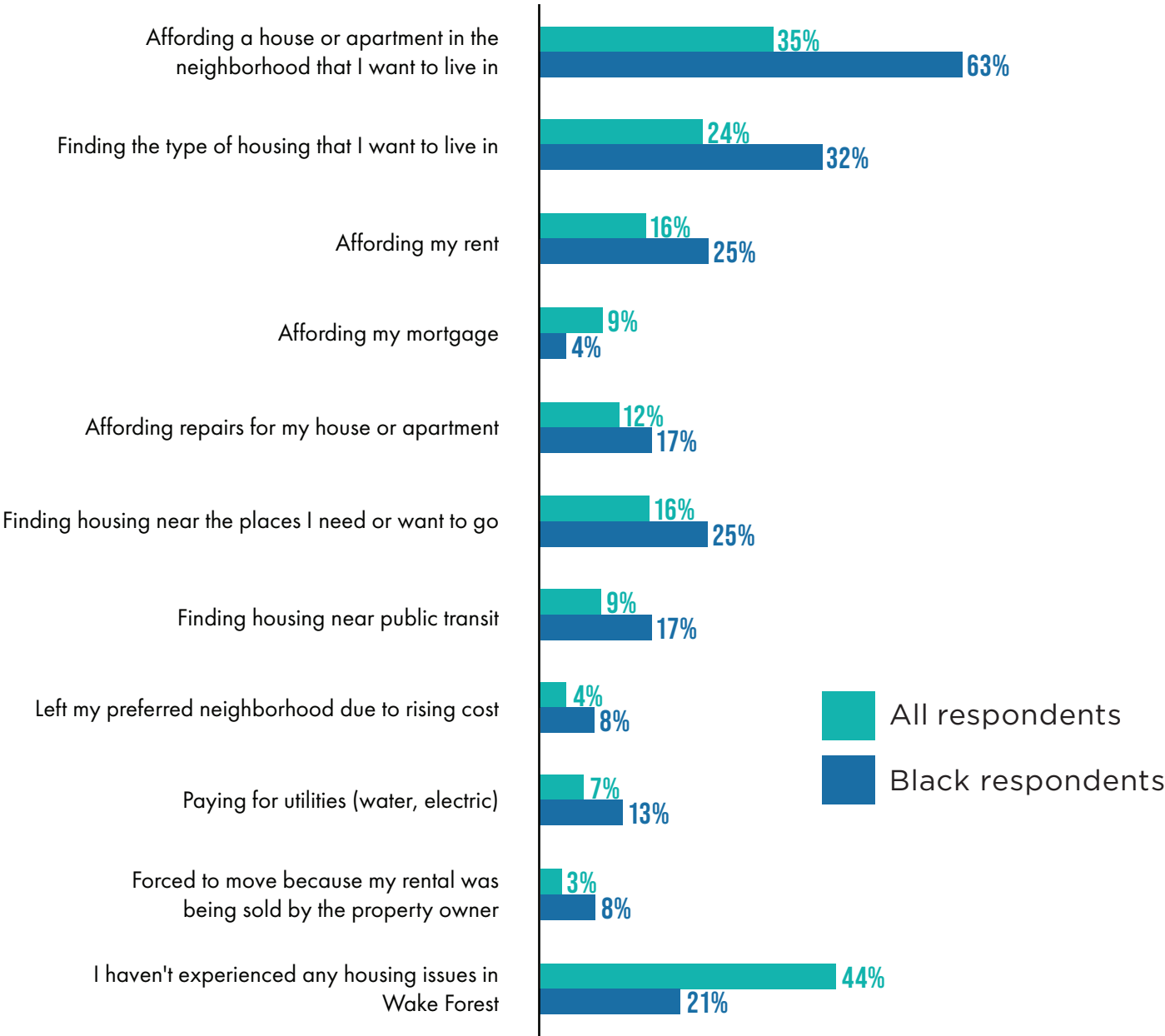
- “ Rent was \$450 per month. It is now \$900 per month. ”
- “ My adult children cannot find housing that is affordable. Rent is too high. ”
- “ Currently homeless, did rent until house sold last month. ”
- “ Substandard rental housing, no washer/dryer, inadequate lighting, pests. ”
- “ Need affordable housing for police force, first responders, and low income “employed” in need. ”

Plan Outreach

Public Survey Results

Survey respondents expressed that housing affordability is a challenge in Wake Forest. Black respondents expressed higher levels of concern about housing issues, and the majority of respondents expressed that they have struggled to find a house or apartment in the neighborhood they want to live in (Figure 38).

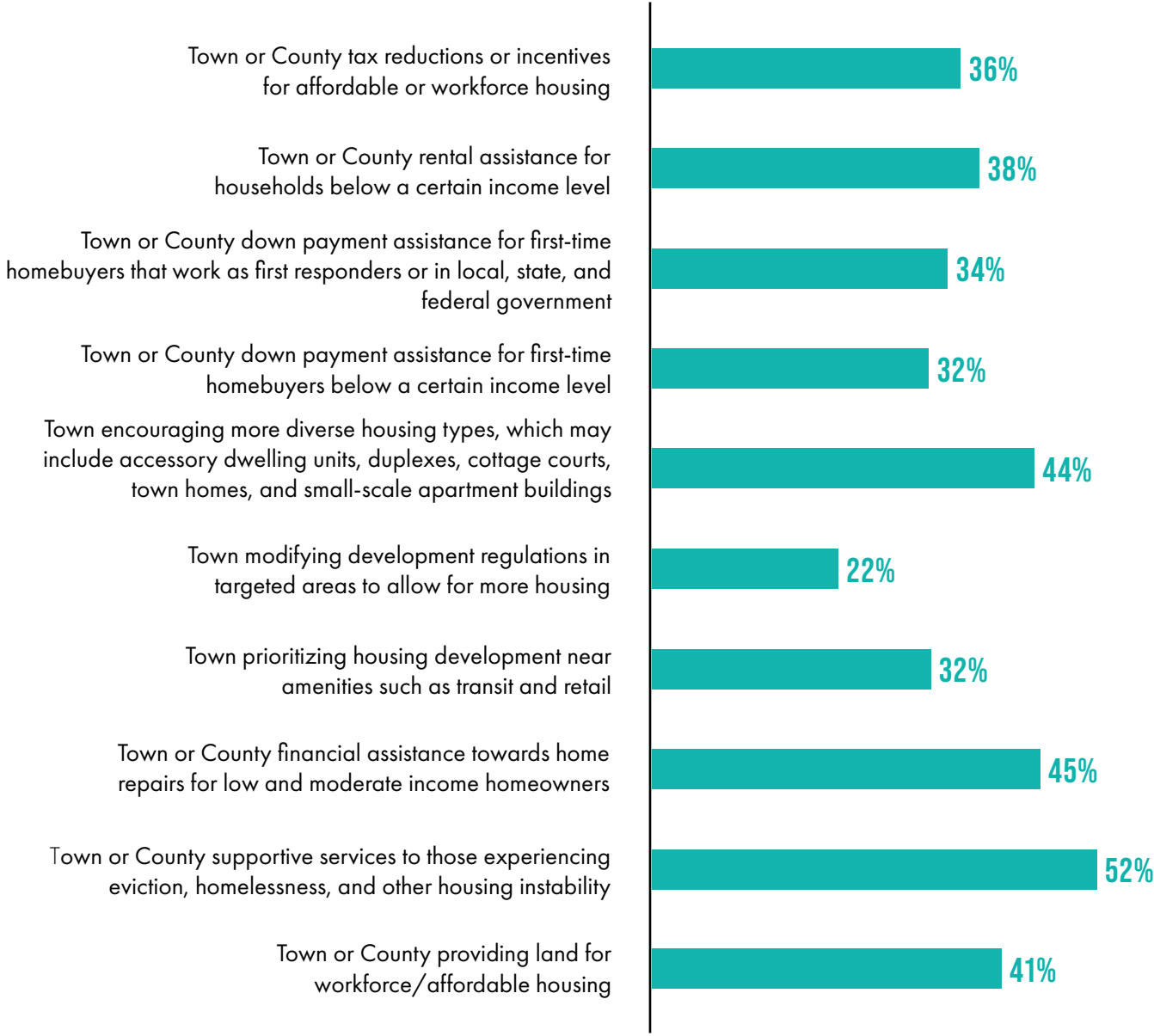
FIGURE 38: SURVEY RESPONSES TO QUESTION: WHAT HOUSING DIFFICULTIES HAVE YOU EXPERIENCED IN WAKE FOREST?



Plan Outreach

73% of survey respondents think the Town should be somewhat or very involved in creating affordable or workforce housing opportunities within the community. When asked about the range of tools presented in Figure 39, supportive services, home repairs, and encouraging more diverse housing types received the most support.

FIGURE 39: SURVEY RESPONSES TO: SELECT THE STRATEGIES THAT YOU WOULD SUPPORT TO ADDRESS HOUSING AFFORDABILITY



TAKING ACTION

Influences

Housing affordability is influenced by both market forces and local regulations and investments.

Market Limitations

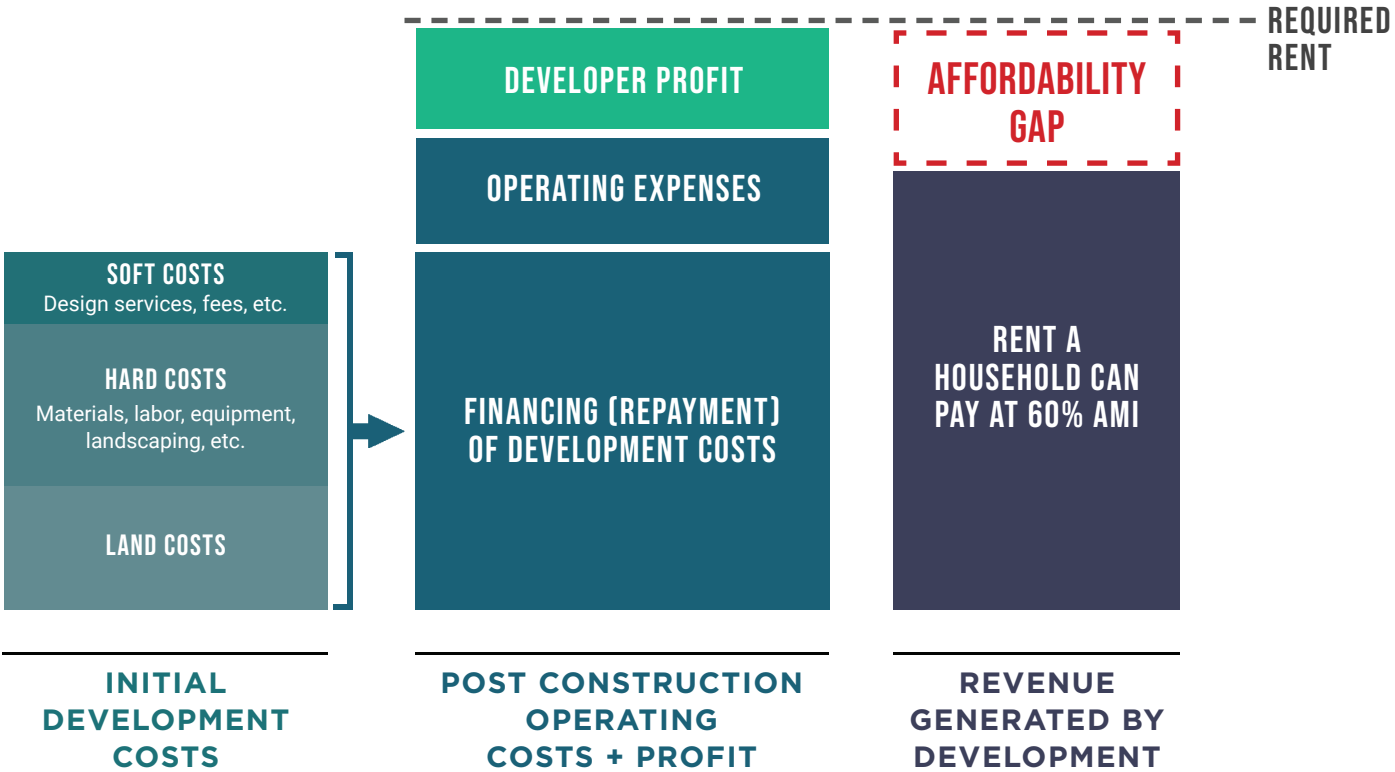
In both rental and for-sale housing, the market alone cannot adequately address the affordability issues that Wake Forest residents face. In the case of rental housing, market-rate rents are largely determined by both the cost to build housing, including the price of land, and the cost to operate housing. Because of quickly growing land costs, market-rate rents are higher than what many low- and moderate-income households can afford.

Costs of development are paid for with financing. Repayment of that financing and operating expenses make up the ongoing **operating costs** of the property. In turn, operating costs determine the **revenue**, or rent, required to make the project viable.

In high-growth markets with high land values, rents will always be more than what most low-income households can pay because wages have not kept up with rising costs (Figure 40). The same applies to for-sale housing: increasing land values in high-growth markets increase the cost to develop new housing.

State and local governments often establish policies and regulations that increase the costs of new housing without considering the impact those policies have on prices (e.g. impact fees, policies that limit the number of units that can be built). State and local governments can also create policies and regulations that reduce development costs, which may increase the affordability of new housing.

FIGURE 40: ECONOMICS OF RENTAL HOUSING DEVELOPMENT



Influences

The Town of Wake Forest can modify its regulations and deploy funds to meet affordable housing needs.

Local Regulations

Wake Forest can focus efforts on meeting needs not met by the market or by state and federal programs through the creation of policies and regulations that indirectly reduce development and operating costs or directly offset the cost to build, increasing affordability.

The Town of Wake Forest already influences the regulatory environment in which developers make decisions and disseminates information to developers, key service provider partners, and residents. Examples include zoning regulations (minimum parking standards, maximum residential density, regulation of uses, etc.), the development review process, building design standards, and the building permit process.

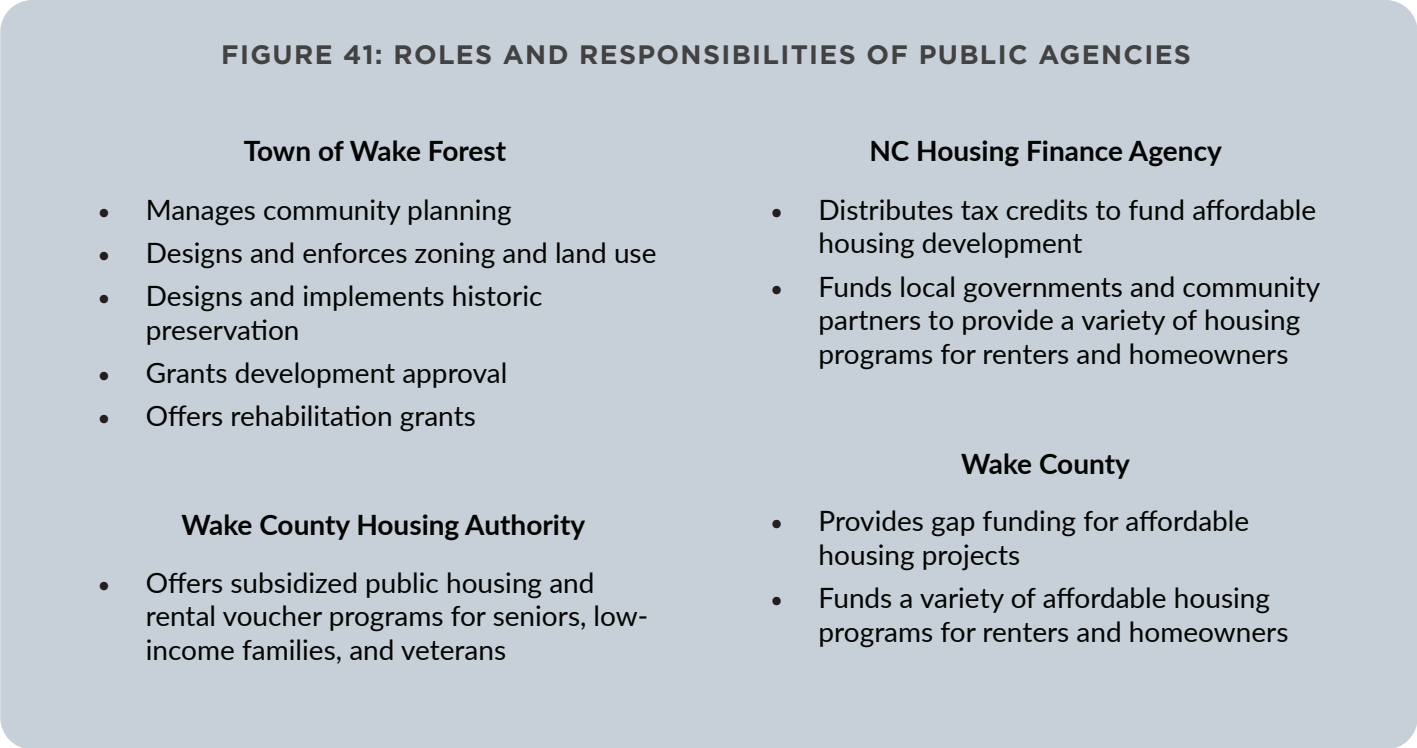
These policies and regulations are often put in place by municipalities to achieve specific community goals and ensure the health, safety and welfare of its citizens. However, communities must remain cognizant of the regulatory hurdles that contribute to the overall cost of housing. If unbalanced, these policies and regulations can greatly exacerbate affordability issues.

In general, housing developers speak highly of working with the Town through the development approval process, which suggests a willingness to continue to build housing in Wake Forest to meet demand.

Housing Ecosystem

State and County agencies, local developers, and community partners all play different roles in addressing housing needs in Wake Forest (Figure 41). Because the Town is limited in it's overall ability to meet housing demand, partnerships and outside investments are an important part of this Plan.

Existing government programs to support housing affordability do not fully address affordability needs in Wake Forest. These include a number of housing programs administered by Wake County and funded by the State, as well as other State and Wake County programs. The Town of Wake Forest can leverage these programs and play a role in connecting residents to existing resources while also considering local regulations and targeted investments that are within the Town's control to increase affordability.



Influences

Each partner plays a crucial role in connecting both renters and homeowners to housing programs and services.

FIGURE 42: LOCAL HOUSING ECOSYSTEM WITH SAMPLE PARTNERS



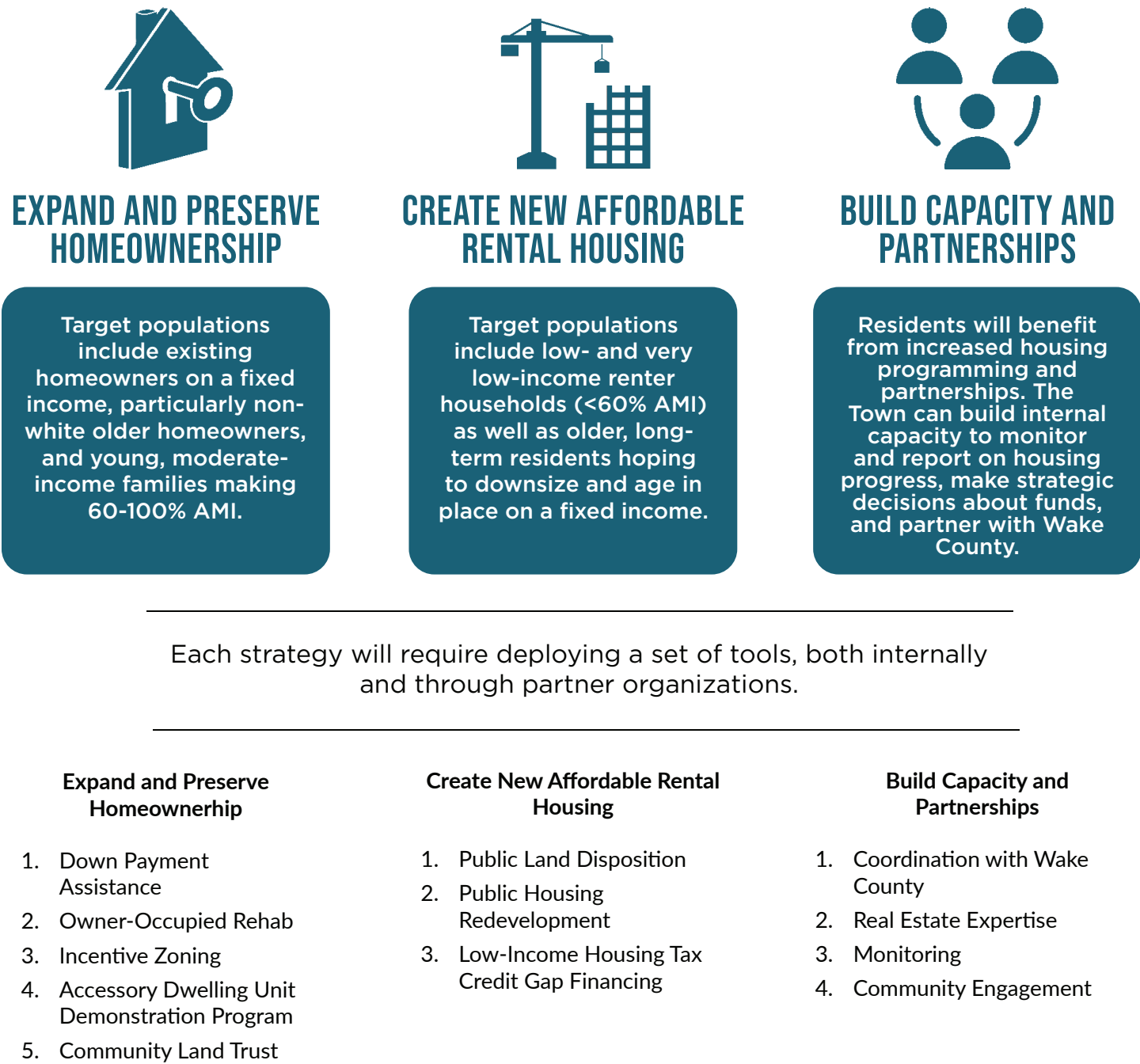
Overarching Strategies

There are three primary housing strategies that the Town of Wake Forest can pursue now to help address housing needs.

Overview

The following strategies are well-suited to meet Wake Forest's specific housing needs based on local context and capacity, available funding and community and stakeholder engagement (Figure 43).

FIGURE 43: PROPOSED HOUSING AFFORDABILITY STRATEGY OVERVIEW



Strategy 1: Expand and Preserve Homeownership



The Town can help existing homeowners stay in their homes and support entry for moderate income first-time homebuyers.

Overview

Wake Forest is experiencing a deficit in affordable homeownership opportunities. To address this issue, the Town can consider using the following land use programs to create and preserve homeownership opportunities. These programs would necessitate annual funding commitments, and should be adjusted over time to adapt to changing costs and changing housing needs and priorities.

TABLE 1: HOMEOWNERSHIP TOOLS OVERVIEW

The Town can consider these tools to expand access to homeownership.

Program	Summary	Affordability Target
Down-Payment Assistance Page 40	Reduce the upfront costs of purchasing a home for first-time homebuyers and provide homebuyer counseling.	~ 60% AMI
Community Land Trust Page 41	Preserve long-term affordability of homes and provide access to wealth creation to low and moderate-income residents.	< 80% AMI
Owner-Occupied Rehab Page 42	Ensure that income-qualifying homeowners can make necessary repairs to make their homes safe and durable.	< 80% AMI
Incentive Zoning Page 43	Incentive zoning programs spur developers to include affordable homes in market-rate developments, often in exchange for incentives such as bonus density or reduced requirements.	< 60% AMI
Accessory Dwelling Unit Demonstration Program Page 44	Publish a menu of design concepts compatible with housing stock to reduce design costs and allow for expedited permitting to promote development.	< 80% AMI

Strategy 1: Expand and Preserve Homeownership

Down-Payment Assistance (DPA) Program

Program Overview

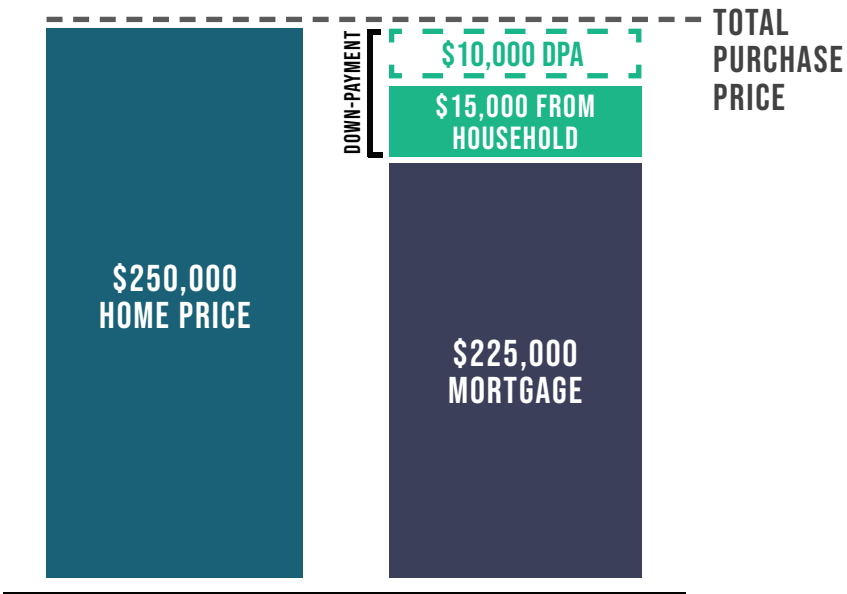
The Town can allocate funding for a supplemental Down-Payment Assistance (DPA) program that can be layered with Wake County’s DPA program, increasing access to homeownership for moderate-income buyers (Figure 45).

Wake County has a strong DPA program, but it alone does not offer enough subsidy to close the gap to make a down payment on a home for many households. To support households that can afford monthly mortgage payments, but do not have sufficient savings for a down payment, the Town can allocate \$7,000-\$15,000 per household.

How Does it Work?

Down-Payment Assistance reduces the upfront costs of homeownership through grants or forgivable loans. These grants or loans go to income-qualified households to cover a portion of the down payment and closing costs for a home. DPA is typically paired with homeownership counseling to prepare first-time buyers for the full costs of housing, including utilities, insurance, and maintenance.

FIGURE 45: DOWN-PAYMENT ASSISTANCE EXAMPLE (60% AMI)



IMPLEMENTATION

- 1. Set program budget and periodically reevaluate annual allocation within the Town’s budget.
- 2. Work with Wake County to align the rules and regulations.
- 3. Identify a community partner to conduct outreach to potential homebuyers to create a pipeline of residents who can participate in the program.
- 4. Connect residents to homebuyer counseling, through Wake County program or other non-profit partners.

Strategy 1: Expand and Preserve Homeownership

Community Land Trust (CLT)

Program Overview

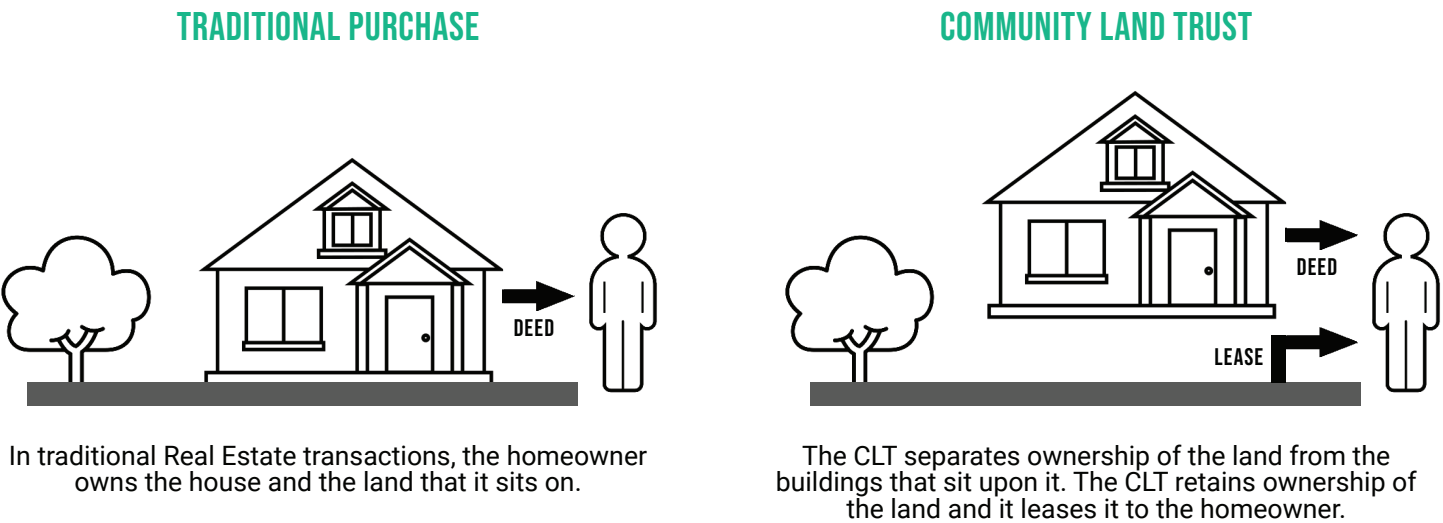
The Town can give land to or subsidize the purchase of land by a Community Land Trust (CLT). In doing so, it is recommended that Wake Forest partner with established CLTs. While the Raleigh Area Land Trust (RALT) is the only Trust currently active in Wake Forest, others may emerge over time.

How Does it Work?

CLTs create opportunities for perpetually-affordable homeownership for low- and moderate-income households by selling homes at a lower cost to income-qualified buyers. Community partners like the RALT purchase and rehabilitate homes, then resell the homes while maintaining ownership of the land (Figure 46). As an example, RALT currently targets families earning 80% AMI or less and properties with a maximum price of \$250,000.

To ensure affordability, restrictions are placed on the resale price of homes. While this limits the homeowner’s ability to build home equity through land value appreciation, they still gain equity and benefit from modest value appreciation and the stability that homeownership can offer.

FIGURE 46: COMMUNITY LAND TRUST EXAMPLE



IMPLEMENTATION

- 1. Set budget for annual CLT program allocation or identify land to sell at a discount.
- 2. Determine the Town’s requirements for land or subsidy given to a CLT, such as affordability level.
- 3. Release a Request For Proposals to existing CLTs to apply for the Town’s inventory of available land or funding.

Strategy 1: Expand and Preserve Homeownership

Owner-Occupied Rehab (OOR)

Program Overview

Wake Forest currently has an OOR pilot program designed to target households in the Northeast Community earning 80% or less of the Raleigh MSA's AMI. Rebuilding Together of the Triangle and the Northeast Community Coalition, two local non-profits, run the program on behalf of the Town. Qualifying participants can earn grants of up to \$15,000 per household to fund critical home repairs. Wake Forest should complete the current pilot program and evaluate any rules and regulations that need to be updated to increase impact, including the program's total funding allocation. Increasing the program's budget could allow the Town to include other expenses, like energy retrofits, as eligible costs. The Town can also use its non-profit partners to coordinate closely with Wake County to ensure that residents are connected to the right programs and that the Town's program is additive to and not duplicative of Wake County's program (Table 2).

TABLE 2: OOR PROGRAMS AVAILABLE TO WAKE FOREST RESIDENTS

Program	Description	Populations Served
Wake County Elderly and Disabled Homeowner Grants	Modest home repairs to assist with mobility or retrofits.	Elderly and disabled homeowners making up to 50% of Area Median Income (AMI)
Wake County Emergency Grant Program	Home repairs including heating, well/septic, roof, and electrical hazards.	Homeowners earning up to 40% of AMI
Wake Forest Housing Rehabilitation Program	\$50,000 dedicated for an initial one-year term, up to \$15,000 per household. Rebuilding Together of the Triangle has been selected to run the program.	Northeast Community households making up to 80% of AMI

IMPLEMENTATION

- 1. Periodically evaluate annual allocation of OOR program funds.
- 2. Engage non-profit partners to coordinate with Wake County's program managers.
- 3. Coordinate with partner organization to ensure that Wake Forest residents know about and can apply for Wake County funding.
- 4. Reevaluate the program on an ongoing basis to set terms that are complementary to Wake County's program.

Strategy 1: Expand and Preserve Homeownership

Incentive Zoning

Program Overview

The Town can create an Incentive Zoning policy to increase the production of affordable units as part of new market-rate development.

In a strong market, an Incentive Zoning program will both increase the number of affordable units and support the development of mixed-income neighborhoods, which can advance access to opportunity for low-income and minority households. The Town can achieve Transit-Oriented Development (TOD) goals by incentivizing affordability and density along future public transportation routes.

Today, many North Carolina municipalities accept rezoning applications that voluntarily propose inclusion of affordable units as a condition for approval, which are evaluated on a case-by-case basis. Mandating inclusion of affordable units for proposed developments is prohibited under state law.

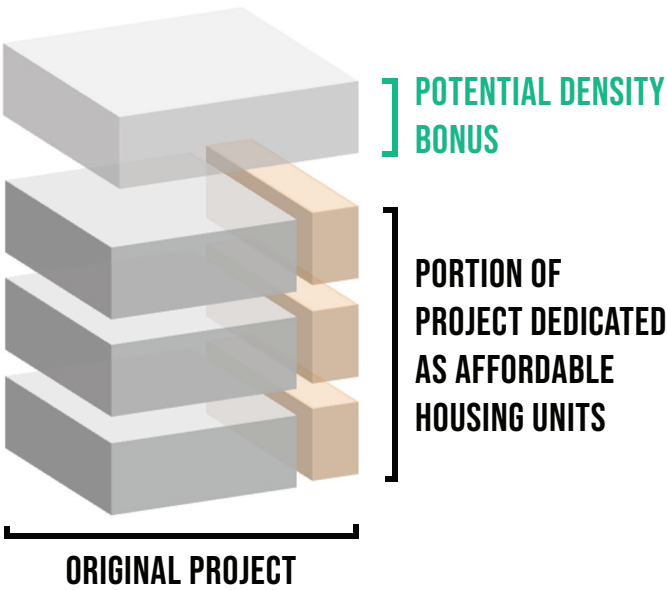
Oftentimes, voluntary inclusion of affordable units makes a rezoning application more palatable in the eyes of the governing body. However, the lack of consistency for this process and the uncertainty of approval is a challenge for developers.

How Does it Work?

The Town would incentivize developers to include affordable homes in market-rate developments by offering density bonuses (Figure 47), reduced zoning regulations (e.g. setbacks, allowable lot coverage), reduced fees or procedural incentives geared towards expediting review times. Further analysis is needed to determine program design.

A density bonus is one way to incentivize the creation of affordable units in a development.

FIGURE 47: DENSITY BONUS DIAGRAM



IMPLEMENTATION

- 1. Study development and affordability targets for the voluntary incentives.
- 2. Analyze the feasibility and effectiveness of different incentive structures.
- 3. Calibrate the incentives to adequately address the Town's market conditions.
- 4. Plan in coordination with future transit infrastructure.
- 5. Monitor and adjust requirements over time to reflect changing market conditions.

Strategy 1: Expand and Preserve Homeownership

Accessory Dwelling Unit (ADU) Demonstration Program

Program Overview

The Town can fund and facilitate an Accessory Dwelling Unit (ADU) demonstration program, piloting the construction of secondary units on single-family property lots. ADU demonstration programs are designed to increase the feasibility and likelihood of homeowners creating secondary units on their properties and address current barriers to creation, such as unclear building code requirements, high costs or a complex permitting process. Through the demonstration program, the Town would pilot a program with a small number of homeowners to build a second, affordable home on the same property as a single-family home (Figure 48). With the Town’s oversight, a selection of homeowners would utilize the Town’s ADU resources and rent their second homes at affordable rates. This creates revenue for homeowners, helping them to stay in their homes.

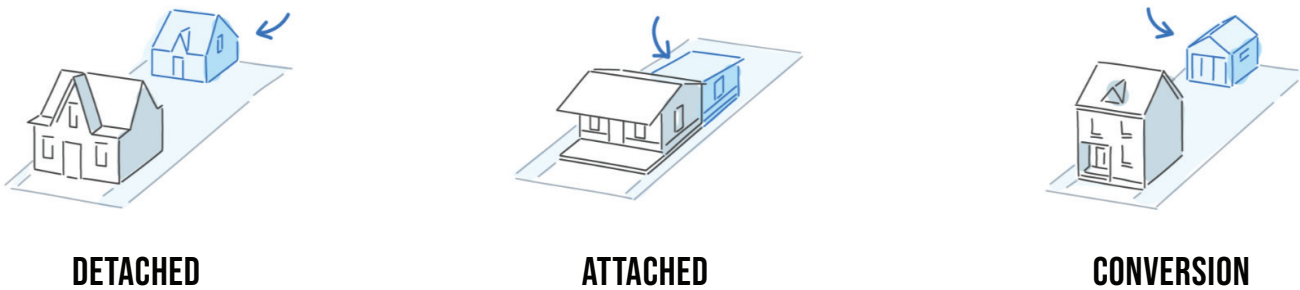
How Does it Work?

“Soft Cost” Reduction: Housing construction requires an array of design and architectural services (soft costs) for each new building. Wake Forest can reduce the barrier to entry for homeowners to build ADUs by publishing a menu of design concepts compatible with local housing stock, including manufactured and pre-fabricated options.

Funding: Wake Forest can create targeted financing programs to reduce development costs for income-qualified homeowners and households with seniors intending to build ADUs.

Permitting Process: The Town can simplify the ADU permitting process, thus reducing the barriers to entry for homeowners to follow suit once the demonstration commences.

FIGURE 48: ADU SAMPLE TYPOLOGIES
Image: A+ Construction & Remodeling



IMPLEMENTATION

- 1. Pilot a program to demonstrate the feasibility of ADUs in Town.
- 2. Develop a guide for homeowners or a menu of potential building designs to reduce design and architectural “soft costs.”
- 3. Simplify the permitting process for ADUs to be easier and more intuitive to the average homeowner.
- 4. Analyze the feasibility of creating a low-cost ADU funding program.

Strategy 2: Create New Affordable Rental Housing

The Town could pursue opportunities to create affordable housing for low- and very low-income renters through targeted projects.



Overview

As opportunities arise, the Town can deploy a set of tools to create new, high quality affordable rental housing. The following pages describe public land disposition, gap financing for Low Income Housing Tax Credit (LIHTC) projects and partnership with the Housing Authority for public housing redevelopment, all tools to help create affordable rental housing in Wake Forest.

TABLE 2: RENTAL HOUSING CREATION TOOLS OVERVIEW

The Town can consider these tools to expand affordable rental opportunities.

Program	Summary	Affordability Target
Public Land Disposition Policy Page 46	Eliminate or reduce the cost of land for affordable housing projects.	60% - 80% AMI
Public Housing Redevelopment Page 49	Support the development of rental housing for the populations with the lowest income.	< 30% AMI
Low Income Housing Tax Credit Gap Funding (LIHTC) Page 50	Help developers produce competitive LIHTC bids to create more affordable housing at lower price points.	< 60% AMI

Strategy 2: Create New Affordable Rental Housing

Public Land Disposition

Program Overview

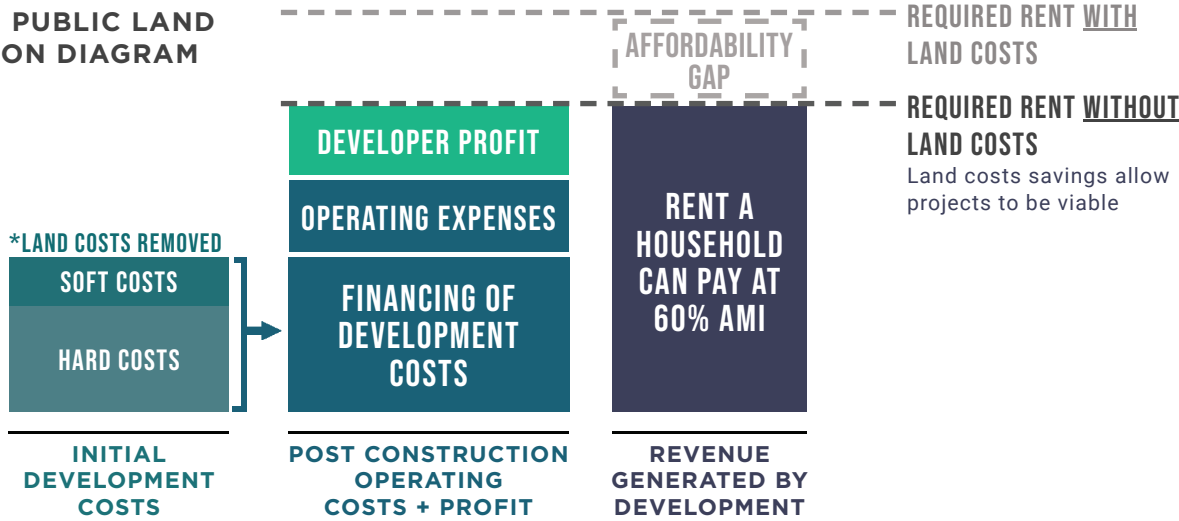
The Town can sell publicly-owned land to developers at a reduced price in exchange for their development of affordable homes. Reducing land costs lowers the amount of rent that is required to ensure feasibility of rental projects (Figure 49). This strategy can also reduce the sales price of owner-occupied units. The Town should determine the sale price based on the share and level of affordability that the developer will build. In some cases, providing the land for free might be appropriate in exchange for a higher share of affordable units and price points.

The Town has already identified two sites that may be well-suited for residential development and has begun the process of evaluating different programs for the sites. The following pages demonstrate how these sites might be used, in partnership with developers, to develop both affordable rental and homeownership opportunities. The development concepts presented are hypothetical concepts, not approved plans, and will continue to be evaluated based on the feasibility of development, the housing priorities of the Town and community feedback.

How Does it Work?

The Town could sell or grant the land to a housing developer or community land trust as public subsidy to reduce the cost of development, in exchange for affordable housing on-site. Using this approach, the Town can decide on a priority program for the site, including populations served and affordability levels.

FIGURE 49: PUBLIC LAND DISPOSITION DIAGRAM



IMPLEMENTATION

- 1. Develop a land inventory or identify parcels that are well suited for residential development based on size, location, environmental conditions, and other factors.
- 2. Finalize program requirements for affordability, including target households, level of affordability, and unit mix.
- 3. Develop a request for proposals (RFP) and set criteria for evaluating developer responses.

Strategy 2: Create New Affordable Rental Housing

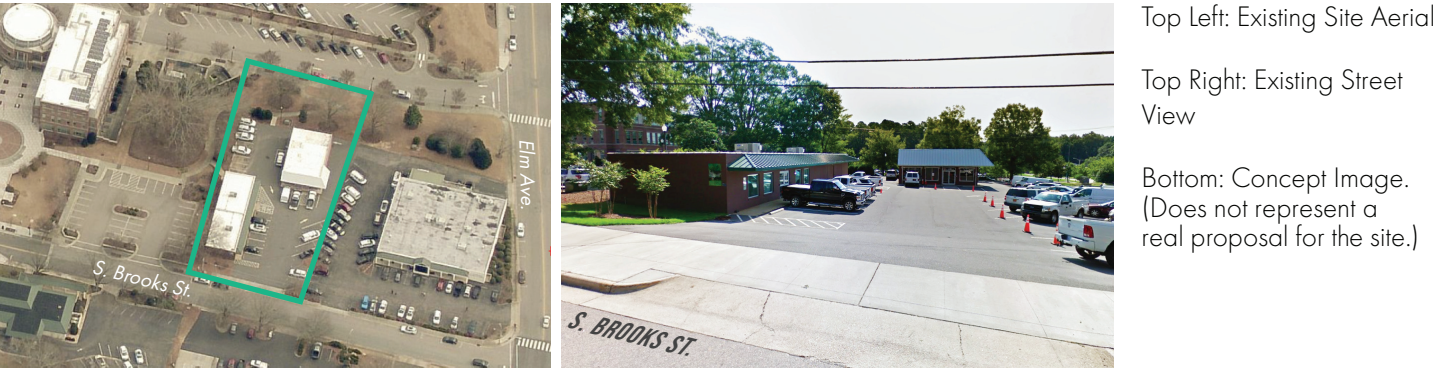
Public Land Disposition Concept: 317 S. Brooks Street
Mixed Income Rental, Mixed-Use

Concept Overview

This small downtown site, near Town Hall, is publicly-owned. The site is centrally located and is walking distance to restaurants, convenience stores, and several proposed new developments. The site is also serviced by the Wake Forest Loop bus route.

The site can support about 36 rental apartments, 57 parking stalls, and 6,300 square feet of ground-floor retail. Based on early analysis, about 18 affordable apartments could be built for households earning 60% AMI (\$57,420). Alternatively, 36 affordable apartments could be built for households earning 80% AMI (\$76,560).

FIGURE 50: 317 S. BROOKS ST. CONCEPT RENDERING



Top Left: Existing Site Aerial

Top Right: Existing Street View

Bottom: Concept Image.
(Does not represent a real proposal for the site.)



Strategy 2: Create New Affordable Rental Housing

Public Land Disposition Concept: 0 Caddell Street
Affordable Homeownership

Concept Overview

This site, near the intersection of N Taylor St and Caddell St, is also publicly-owned and sits at the entrance to the Northeast Community. The site is surrounded by smaller-scale, single-family homes and is proximate to several larger redevelopment sites downtown.

The site can support 7 townhomes and 1:1 equivalent parking stalls. Based on early analysis, 1,600 square foot townhomes (2- or 3-bedrooms) could be constructed for \$272,000 each, which are affordable to households earning 60% AMI (\$57,420). Alternatively, duplexes could include 1- or 2-bedroom units affordable to households earning 50% AMI (\$47,850).

FIGURE 51: 0 CADDELL ST. CONCEPT RENDERING



Strategy 2: Create New Affordable Rental Housing

Public Housing Redevelopment

Program Overview

The Town can commit to working with the Wake County Housing Authority on its long-term plan to redevelop or rehabilitate three public housing sites in Wake Forest, while preserving affordability.

How Does it Work?

Public housing is one of the primary ways to provide rental homes affordable to households making 30% AMI or lower. Reinvestment in public housing is a complex process that requires many years to plan and execute. The Housing Authority will ultimately decide on a program for redevelopment or rehabilitation, and the Town can help facilitate the process with resident priorities in mind.

FIGURE 52: 600 N. WHITE ST. CONCEPT RENDERING



Strategy 2: Create New Affordable Rental Housing

Low Income Housing Tax Credit (LIHTC) Gap Funding

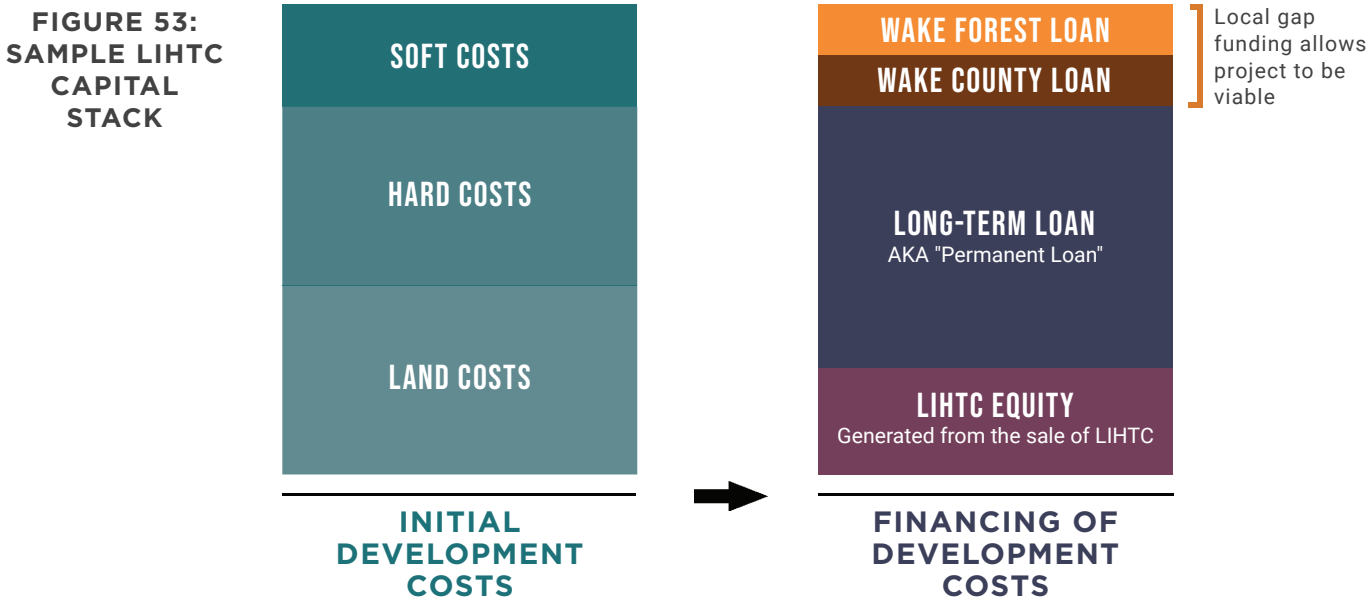
Program Overview

The LIHTC program allows affordable housing developers to sell awarded tax credits to private companies in exchange for cash they can use to finance development costs. The private company benefits by getting a reduction on their federal income tax liability equal to the tax credits, usually for more than what they purchased the credits for.

The Town can review LIHTC affordable housing projects on a case-by-case basis and, when opportunities arise, offer gap financing to support the development of new low-income rental housing. Due to the State of North Carolina's scoring criteria and competition for LIHTC across Wake County, there are limited opportunities for housing developers to be awarded LIHTC in Wake Forest. When opportunities arise, however, local funding is often the key to making these projects financially feasible (Figure 53).

How Does it Work?

The State of North Carolina awards LIHTC on a competitive basis using standardized scoring criteria. Housing developers apply for LIHTC to help fund 100% affordable housing developments. The Town would prospectively both approve the project to be built and offer gap funding, in addition to Wake County funds.



IMPLEMENTATION

1. Engage in regular communication with affordable housing developers about their applications for LIHTC. Local support for affordable housing projects helps to leverage and unlock other funding, such as LIHTC.
2. Work with housing developers to reduce administrative and regulatory hurdles for any proposed LIHTC projects.
3. Evaluate each affordable housing project to determine if the Town can contribute gap funding.

Strategy 3: Build Capacity and Partnerships

Foster expertise and partnerships to implement the Housing Affordability Plan.



Overview

The Town should build up internal capacity to manage public land sales, make strategic decisions about the use of Town funds, and partner with Wake County to coordinate on housing programs and investments. Implementation, including monitoring and oversight, will require dedicated staff time beyond the Town's currently capacity.

Increased capacity is also crucial for building trust with the community by enabling continuous stakeholder engagement. As the Town spends money on housing programs and partners with Wake County and organizations to achieve its housing goals, communicating how these decisions are made and soliciting community input will help build support for housing programs over time and ensure that the Town continues to focus on the most pressing housing needs.

TABLE 3: CAPACITY AND PARTNERSHIP-BUILDING TOOLS OVERVIEW

The Town can consider these tools to build capacity and partnerships to meet housing need.

Program	Summary
Coordination with Wake County <i>Page 52</i>	Increase coordination with Wake County authorities to allow the Town to leverage a larger pool of resources to create and support affordable housing efforts.
Capacity and Real Estate Expertise <i>Page 53</i>	Hire or contract staff with housing transaction expertise to manage public land transactions.
Monitoring <i>Page 54</i>	Produce an annual housing report to track the Town's spending on housing programs and the number of households served.
Community Engagement <i>Page 55</i>	Maintain ongoing community engagement to keep the public informed on housing programs and changing market conditions and solicit feedback on policy priorities.

Strategy 3: Build Capacity and Partnerships

Coordination with Wake County

Program Overview

The Town should coordinate with Wake County to better connect Wake Forest residents to existing Wake County programs, build upon existing housing programs to prevent redundancies and inefficiencies and leverage a larger pool of resources and expertise for housing programs and affordable housing development.

How Does it Work?

Leveraging Wake County Resources:

- Pool LIHTC gap funding
- Expand owner-occupied rehab program
- Layer down payment assistance
- Promote housing programs to the community

Collaboration Opportunities:

- Annual goal-setting workshops
- Quarterly check-ins between Wake County and Town
- Semiannual joint town hall meetings with the community

IMPLEMENTATION

1. Formalize recurring channels of communication between Town and Wake County staff.
2. Understand the roster of housing and finance programs and resources that Wake County has already created and made available to residents of Wake Forest.
3. Identify additional Wake County programs that could be bolstered with the support of the Town.
4. Outline a collaboration agenda between the Town and Wake County to identify areas of potential synergy.

Strategy 3: Build Capacity and Partnerships

Capacity-Building

Program Overview

The Town should increase capacity and training for both Town staff and other key decision-makers to execute on Wake Forest's housing priorities and make informed decisions about the use of public funds. Implementing funding for housing programs requires dedicated staff time, either by a new staff member or through increased capacity from an existing staff member.

How Does it Work?

There are several training programs available to housing and community development professionals, such as the program offered by the National Development Council. This program builds housing finance capacity primarily for government and non-profit professionals.

Investing in a training program for existing or new Town staff will enable them to increase the efficiency of existing programs. Specifically, staff will be able to better evaluate land sales to align with Town priorities and maximize public funding.

IMPLEMENTATION

1. Dedicate a staff person to implementation of the Housing Affordability Plan.
2. Create communication channels between the Town, community partners and key stakeholders with a dedicated Town staff liaison - offering a clear path for feedback to the Town.
3. Invest in training and real estate expertise development for Town staff.
4. Hire or contract individuals with housing transaction expertise to evaluate land transactions.
5. Provide clear communication about staff roles and Town processes and priorities to external partners.

Strategy 3: Build Capacity and Partnerships

Monitoring

Program Overview

Town staff should monitor and report on spending and key housing metrics to track the efficacy of programs over time, based on the annual allocation plan. The Town can publish an annual report or maintain a website that tracks key metrics for residents to access.

How Does it Work?

Key Monitoring Activities:

- Monitor and Evaluate Progress
- Set and Annual Allocation Plan
- Publish and Annual Report

Track Housing Metrics:

- Units produced
- Units preserved
- Target affordability levels
- Households served
- Dollars spent per household

Disaggregate Data:

- Race/ethnicity
- Income level
- Household size
- Housing tenure (renter, homeowner)

IMPLEMENTATION

1. Set annual housing goals along with detailed performance metrics.
2. Prepare an annual housing report to track the Town’s spending on housing programs and the number of households served.
3. Make a public report and/or live dashboard, hosted on the Town’s website.

Strategy 3: Build Capacity and Partnerships

Community Engagement

Program Overview

Engagement should regularly include a diverse set of stakeholders, including those most impacted by housing issues. Engagement should be used to gather feedback on existing programs and to help set priorities for future allocation of funds.

How Does it Work?

Ongoing community engagement is crucial for keeping the public informed on housing programs, changing market conditions and soliciting feedback on policy priorities. Stakeholders interviewed have mentioned that there is not enough awareness about housing programs among the residents most in need of support. Prioritizing outreach and education can allow residents to take full advantage of the Town and Wake County’s efforts to promote housing affordability.

Religious groups, non-profits, and government actors can use their platforms to reach the greatest number of people in need. Besides informing the public, continuous engagement can provide the Town with important feedback about the performance of its housing programs.

IMPLEMENTATION

1. Set an annual engagement goal and spending plan to promote housing programs.
2. Engage community, religious, and elected leaders in the promotion of housing programs and resources to reach those most in need of support.
3. Create and distribute program information in strategic community centers.
4. Publish and promote an annual housing report that provides transparency into the Town’s priorities and decisions.

Implementation Steps

There are primary, short-term steps that Wake Forest can take to start meeting housing needs.

Short-Term Steps

Dedicate Staff Time. New or existing staff should be responsible for outreach and coordination with Wake County, partner organizations and the housing authority, as well as annual reporting and community outreach.

Create a Funding Allocation Plan. Determine how existing funds from the half-cent tax will be allocated across different programs and if more funding is needed to increase program impacts.

Establish Annual Reporting. As the Town begins to allocate funding and dispose of land, gather and track information on households served, units produced, income levels targeted, and money spent to publish annually through a report or digital dashboard.

Commit to a Partnership with the Wake County Housing Authority. Begin coordinating with the Housing Authority on redevelopment plans for public housing sites, and establish a formal statement of understanding to demonstrate how the Town will assist with these efforts.

Continue Housing Rehabilitation Pilot Program. Continue to annually fund the Town’s existing housing rehabilitation program and periodically assess if adjustments need to be made in terms of increased funding, outreach, or geographic scope.

Establish Public Land Disposition Program. Working with a consultant, analyze existing stock of Town-owned properties for redevelopment potential including an affordable housing program. Establish a land disposition program and include dedicated annual funding for the procurement of properties suitable for small-scale affordable housing development.

Establish an Incentive Zoning Program. Test and establish incentives for new market-rate developments to include affordable housing units that target income levels below the area median income. Periodically reevaluate based on outcomes.

APPENDICES

Appendix 1: Terms Defined

Term	Definition
Accessory Apartments	Secondary rental units attached to or detached from a primary unit on a single-family housing lot. Also known as Accessory Dwelling Units (ADUs).
Area Median Income (AMI)	AMI is the combined average household income for the full metropolitan area. AMI is calculated and released every year by the U.S. Department of Housing and Development (HUD). The most referred to AMI is that of a household of four.
By-Right Development	Development allowed under the Unified Development Ordinance without requiring Town approval such as a variance or rezoning.
Community Land Trust (CLT)	Community land trusts (CLT) are organizations designed to ensure community stewardship of land. Community land trusts can be used for many types of development but are primarily used to ensure long-term housing affordability. To do so, the CLT acquires land and maintains ownership of it permanently. With prospective homeowners, CLTs enter a long-term, renewable lease instead of a traditional sale. When the homeowner sells, the family earns only a portion of the increased property value. The remainder is kept by the CLT, preserving the affordability for future low- to moderate-income families.
Cost Burden	Under a standard set by the U.S. Department of Housing and Urban Development, a household is considered cost burdened when it spends 30% or more of its income on gross housing costs, including rent, mortgage payments, and utilities.
Down Payment Assistance (DPA)	Down payment assistance programs support homeownership by providing a grant or forgivable loan to first-time homebuyers to reduce the upfront costs of purchasing a home.
Housing Trust Fund (HTF)	A locally-designated and controlled fund to pay for affordable housing development and programs.
Infill Development	Development or redevelopment of a vacant or under-used property within an existing developed area.
Low-Income Housing Tax Credit (LIHTC)	A federal program that provides a dollar-for-dollar tax credit to support the development of affordable rental housing. The LIHTC program distributes federal income tax credits to developers through states' individual Housing Finance Agencies (HFA), which determine which projects receive tax credits under their federal allocation. There are two general types of credits that can be awarded, 9% credits and 4% credits.
Naturally-Occurring Affordable Housing (NOAH)	Market-rate housing that is affordable to low- or moderate-income households without public subsidy.
Soft Density	Primarily single-family areas that allow additional housing typologies such as duplexes, triplexes, quadplexes, townhomes or row houses, and live-work housing - also known as "missing middle" housing.
Subsidized Housing	Affordable rental and ownership housing developed and/or operated by nonprofit and for-profit developers using public subsidies.

Appendix 2: 2021 Area Median Income Limits for Raleigh Metropolitan Statistical Area (MSA)

The Department of Housing and Urban Development (HUD) sets income limits by household size that determine eligibility for subsidized housing programs. HUD develops income limits based on Median Family Income estimates by Metropolitan Statistical Area. Wake Forest is in the Raleigh Metropolitan Statistical Area (MSA), which includes Franklin, Johnston, and Wake Counties.

Income Level	1 Person Household	2 Person Household	3 Person Household	4 Person Household	5 Person Household
30% AMI (Extremely Low Income)	\$20,100	\$23,000	\$25,850	\$28,700	\$31,000
50% AMI (Very Low Income)	\$33,500	\$38,300	\$43,100	\$47,850	\$51,700
60% AMI	\$40,200	\$45,960	\$51,720	\$57,420	\$62,040
80% AMI	\$53,600	\$61,250	\$68,900	\$76,550	\$82,700

Source: U.S. Department of Housing & Urban Development

Appendix 3: 2021 Maximum Affordable Monthly Housing Costs for Raleigh MSA

Housing costs are considered affordable when a household spends less than 30% of its income on gross housing costs, including rent or mortgage payments and utilities. For example, a household earning \$50,000 can afford housing costs up to \$1,250 per month. If housing costs exceed that limit, the household is cost burdened. The monthly cost limit for households in Wake Forest by size and income level is shown in the table below.

Income Level	1 Person Household	2 Person Household	3 Person Household	4 Person Household	5 Person Household
30% AMI (Extremely Low Income)	\$503	\$575	\$646	\$718	\$775
50% AMI (Very Low Income)	\$838	\$958	\$1,078	\$1,196	\$1,293
60% AMI	\$1,005	\$1,149	\$1,293	\$1,436	\$1,551
80% AMI	\$1,340	\$1,531	\$1,723	\$1,914	\$2,068

Source: U.S. Department of Housing & Urban Development

Appendix 4: Town of Wake Forest Nondiscrimination Notice

The Town of Wake Forest, pursuant to its policy to comply with Title VI of the Civil Rights Act of 1964 and other pertinent nondiscrimination authorities, will not exclude from participation in, deny the benefits of, or subject to discrimination any person based on race, color, religion, limited English proficiency, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, gender identity, or income-level, under any programs, activities, and services conducted or funded by the Town of Wake Forest.

Any person who believes they have, individually or as a member of any specific class of persons, been wronged by a discriminatory act (action or inaction) of the Town of Wake Forest or its funding recipients, has the right to file a complaint with the Town of Wake Forest. Complaints may be filed by the affected individual(s) or a representative and should be filed no later than 180 calendar days after the following:

- The date of the alleged act of discrimination,
- The date when the person(s) became aware of the alleged discrimination, or
- Where there has been a continuing course of conduct, the date on which that conduct was discontinued or the latest instance of the conduct.

All complaints should be signed and include contact information. You may file a written complaint with the Town of Wake Forest Title VI Coordinator at 301 South Brooks Street, Wake Forest NC 27587 or call 919-435-9415. For instructions on how to file a complaint or additional information regarding the Town of Wake Forest’s nondiscrimination obligations, please visit www.wakeforenstnc.gov/TitleVI or contact:

Town of Wake Forest
ATTN: Lisa Hayes, Strategic Performance Manager
301 South Brooks Street
Wake Forest, NC 27587-2901
Phone: 919-463-9415
Email: lhayes@wakeforestnc.gov

Anyone with a hearing or speech impairment may use Relay NC, a telecommunications relay service, to call the Town of Wake Forest. Relay NC can be accessed by dialing 711 or 1-877-735-8200.

ATTENTION: If you speak a language other than English, the following language assistance services are available to you, free of charge. Qualified interpreters and information written in other languages. Call 1-800-522-0453.

Appendix 5: Town of Wake Forest Nondiscrimination Policy

It is the policy of the Town of Wake Forest to ensure that no person shall, on the grounds of race, color, religion, limited English proficiency, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, gender identity, or income-level, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any Town of Wake Forest program or activity, including, where applicable, religion, as provided by Title VI of the Civil Rights Act of 1964 and other pertinent nondiscrimination authorities.

- The following practices are hereby prohibited throughout the Town of Wake Forest to comply, at a minimum, with Title VI and related requirements:
- Denying to an individual any standard service, access to Town owned or operated facilities, financial aid, or other program benefit without good cause.
- Providing any service, financial aid, or other benefit to a person which is distinct in quantity or quality, or is provided in a different manner, from that provided to others under the program.
- Subjecting a person to segregation or separate treatment in any part of a program.
- Restricting in the enjoyment of any advantages, privileges, or other benefits enjoyed by others.
- Denying an individual access to Town facilities.
- Applying different standards, criteria, or other requirements for admission, enrollment, or participation in planning, advisory, contractual, or other integral activities.
- Using acts of intimidation or retaliation, including threatening, coercing, or discriminating against any individual for the purpose of interfering with any right or privilege secured by any pertinent nondiscrimination law, or because s/he has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing.
- Allowing discrimination in any employment resulting from a program, the primary purpose of which is to provide employment.

Wake Forest Housing Affordability Plan - Summary of Proposed Draft Changes - Sept 20, 2022				
Item #	PDF Page #	Section/Paragraph/Line	Review Comments	Status
1	2	Planning Board member list	Shift Planning Board Chair to top of list	
2	2	Planning Dept staff list	List Director and managers first, then alphabetize staff	
3	3	Table of Contents	Add appendix number to Appendices titles	
4	6	Bold header statement	Change to "housing types"	
5	6	Residual Income definition	Delete extra space between "Family Budget"	
6	6	Residual Income definition	Change "child care" to "childcare"	
7	8	Regional Population Growth	Add reference to Figure 1 in text	
8	8	Regional Map	Decrease line weight of "Wake County Boundary" in legend	
9	10	Household Income	Identify source for 2010 household income figure/clarify largest share of household income	
10	10	Household Income	Update household income in text to latest 2020 ACS number	
11	10	Household Income	Update household income in text to latest 2020 ACS number (2)	
12	19	New Development	Change "since 2016" to "from 2016 to 2020"	
13	23	Figure 30	Change "green" to "teal"	
14	24	Figure 31 and 32	Match income ranges for both figures for improved comparison	
15	24	Access to Homeownership	Call out Figure 35 in text	
16	25	Access to Homeownership	Unbold "Acr" in "Across"	
17	25	Access to Homeownership	Change "exceptions" to "exception"	
18	25	Access to Homeownership	Further clarify 4 th paragraph and remove duplicate text	
19	26	2 nd paragraph	Remove extra space in "low-income"	
20	27	Limited Affordable Housing Options	Change "town" to "Town"	
21	27	Turnberry Apartments	Change "N. White" to "S. White"	
22	27	1887 Franklin Street	Change "Franklin Street" to "S. Franklin Street"	
23	29	Overview	Change "plan" to "Plan"	
24	30	Engagement graphic	Remove "elected officials" from Advisory Committee	
25	30	4 th underline phrase	Delete extra underline space after "Leadership:"	
26	31	Seniors' Input on Housing Need	Spell out "52%"	
27	31	Seniors' Input on Housing Need	Clarify 52% figure isn't from respondents, but as indicated in Fig 15	

28	33	1 st paragraph	Spell out “73%”	
29	33	Survey results	Change “town homes” to “townhomes”	
30	35	Market Limitations	Add comma after “e.g.”	
31	38	Overview	Add “in no particular” phrase to text	
32	38	Expand Homeownership List	Match list sequence to sequence in document (i.e. CLT to #2)	
33	42	OOR Program Table	Change “Area Median Income to” “AMI”	
34	42	OOP Program Table	Rephrase Wake Forest HRP Description to clarify as current funding or simply remove funding amount from description.	
35	47	Concept Overview	Change “bus route” to “and Wake Forest Express bus routes”	

HOUSING AFFORDABILITY PLAN - PUBLIC INPUT SURVEY COMMENT MATRIX: JULY 15 - SEPTEMBER 11, 2022

Date	Question: Please share your thoughts, constructive feedback, and comments regarding the Housing Affordability Plan in the section below. Open-Ended Response
9/1/2022	I am a grown adult over 55 and moved here due to COVID and loss of my job in May 2020. I've had to live with my elderly mother as I have not been able to afford even renting an apartment in the Wake Forest, Raleigh area. It's criminal how high both rent and housing has become. I have owned three homes previously only to now in my mature years having to start all over again without seemingly the ability to afford even the most basic human need of housing. It's shameful. I am one person and only need a small home - would love more two bedroom type homes to be available with a small yard as I have a dog. I don't need one of those gigantic homes that are being built all around here. I'm not a fan of communal living (i.e. apartments, condos) either - but suppose I could manage if I had to. I've seen numerous HUGE apartment complexes being built around the area which concern me merely due to the number of units all stuck on top on one another. What is this going to do with the already congested traffic issues in Wake Forest? It took me over 1 hour to get to downtown Raleigh for work yesterday due to not being able to get out of the Wake Forest area... the traffic is NUTS! Thanks for this avenue to give my concerns... I am willing to help with a solution in any way, if possible. Best, B
8/11/2022	I would like the town to stop the continual approval for more apartment buildings and stacked condos or town-homes in Wake Forest. The current infrastructure does not support this continual building. I do not believe there is a shortage of housing in Wake Forest. I am not interested in low income or subsidized housing near or within my neighborhood.
8/10/2022	I have two concerns about things that can/could/may get in the way of the "best laid plans of mice and men are oft gone astray". New affordable housing is a wonderful idea though I agree with Margaret that we don't need to cut down any more trees to make this happen. My concerns are with housing that is already in place that may be affordable. 1. How to stop gentrification of houses that are affordable being bought up, torn down, and built again with something that will not be affordable. 2. People in affordable houses that are on fixed incomes that can't afford the taxes or the increase in other fees ie: water, electricity 3. Affordable houses that only need repairs that are out of the range of the present home owner ie: new roof, new heating and air..(Habitat for Humanity) 4. Large conglomerate corporations buying up affordable housing, adding some small thing and jacking up prices. All of these comments are to say that I assume that the town of Wake Forest has done a survey of where affordable property is presently, not just building new. I hope that someone from the planning department is coming to a meeting with Habitat in the northeast end on the 25th of August . Sincerely, Kenille Baumgardner kenilleb@gmail.com
8/9/2022	I support the affordable housing plan. It's very much needed due to the local affordable housing shortage. Also, economic pressures in Raleigh have displaced lower wealth people to the suburbs and surrounding areas. Yet, the data suggest that there are disparities in Wake Forest along racial lines regarding who has access to housing. With the recent interest rate increases it's even more difficult for people to move from renting into home ownership, so a down payment assistance is also important. The NE community has to be preserved, because it has a rich cultural history and already has its fair share of affordable housing. There should be tools that preserve the NOAHs in the NE community and I suggest the following: A community govern land trust would be helpful as well towards keeping the underlying land affordable. Also a plan that increases urgent home repair and rehab funding can help long time residents facing hardships, avoid targeted code enforcement. We also need equitable code enforcement policies that take into considerations the hardships faced by fixed income residents. A voluntary inclusionary zoning policy in conditional rezoning hearings will also aid in ensuring the creation of new affordable housing. Partnering with Wake County Housing & Revitalization division may also be helpful.- Yolanda Taylor
8/4/2022	I am delighted that an Affordable Housing Plan has been drafted and is under review. It is greatly needed by those who can no longer afford to live in our wonderful town. I look forward to the time that specific strategies are chosen and implemented. Thank you.
8/2/2022	It is not the town of wake forest responsibility to find places for people to live. The world is a hard place. If you can't afford to live here move where you can find residential space in your economic level. The taxpayers money should not be used to fund a few. Really??
8/1/2022	We have other low income housing in town on Franklin St.. They are well kept and orderly from our standpoint. If more affordable housing is put in I would like it to be compared with what we have. I do not know the amount of crime that comes out of these facilities but if it is low I would want the new housing to be operated in the same manner. We do have a drug problem in our government housing area which is well known. We have a lovely town with many trees and purpose that we leave some of our forests alone. We have deer that are being driven out. Wake a forest needs to reflect its name.
7/31/2022	The rental section of the WFHAP focuses a lot on building new affordable rentals. This is a good step, but, as much information as there was about existing rentals, there was little attention paid to making rent more affordable in existing rentals. Possibly look at the profit margins, over and above cost, of apartment complexes to see if there are undue rent-cost jumps. Or look to provide more subsidies to renters to afford the higher rent, or subsidies to the rental spaces themselves that they would take on the condition of flattening or lowering housing costs.
7/30/2022	The committee of the draft I'm sure is aware, but the examples for Down Payment Assistance don't reflect the actual housing costs in Wake Forest. For Example, the plan (page 39) gives an example of DPA on a \$250,000 home. But the home median home listing price in WF as of June 2022 is around 550k. If the numbers don't reflect the actual situation in WF, then I'm concerned the plan can only address WF's issues it had 3 years ago, not the ones it has today or 3 years from now. If the plan is designed to show how the DPA will help home buyers, I'm afraid it gives a false view of the actual difficulty of purchasing a home.
7/29/2022	The housing affordability must include units that are accessible for people with disabilities. An affordable unit may meet the financial needs of an individual but they need to have physical barriers removed (wider doorways, roll in showers, large print and braille signs, fire alarms for people who are deaf) if they are going to live independently.
7/28/2022	I was very impressed by the statistical analysis as well as the infographics & readability of the entire document. I only have two suggestions: 1. An Accessory Dwelling Unit Ordinance should be part of the early action plan. An "ADU demonstration program" should still require the support of an ADU Draft Ordinance. 2. The entire document has no mention of enhanced energy efficiency as part of proposed new dwelling construction programs. It only mentions energy upgrades as part of existing dwelling rehab grants. Housing affordability is definitely influenced by energy costs. It is not enough to "build to code": the current 2018 NC Energy Code for single-family residential units - as well as any multi-family units up to 3 stories - is way out of date because it was based on a much older national code. It was successfully suppressed to an older standard due to lobbying pressure from Home Builders Association and NC Realtors Association. Kicking the can down the road, so to speak. Thank you! Matthew Hale, Architect Hale Architecture / Hale Properties, Wake Forest
7/28/2022	This is a terrible idea that has been tried time and time again. Neighborhoods change all the time. I come from Williamsburg, Brooklyn. It's nothing like it used to be. NYC never thought about anything life this for those of us that were born and raised there. I grew up poor without the kind of handouts given nowadays off of taxpayers. The instinct to survive and the yearning to do better is how I ended up down here in a neighborhood and home I never thought I'd be in. And by the way, the slow growth and change in Williamsburg without tax induced interference, allowed for a natural evolution. Not to mention the traffic that never seems to be proactively considered here. It's abundantly clear that Wake Forest is one of not the fastest growing area. So why would it be a good idea to artificially induce multi-units and Towne homes which mean more people and cars? I moved out of N. Raleigh and came here to Wake Forest after the same thing was done because crime rose and the traffic became terrible. Our quality of life decreased. And here we are again. Paying higher taxes here for a repeat? It's not right in so many ways. It's a disservice to minorities and people like me. Longer lines everywhere, traffic.
7/26/2022	Nowhere in the plan did I see the cost involved in implementing any portion of the plan. The cost of implementing the plan and how it will be paid for must be part of the plan prior to its approval. Also, there must be a plan to provide the infrastructure to support growth and to provide it before any further building.
7/26/2022	A noble plan if you are on the receiving end. I personally will receive a negative benefits from this. I will not be eligible for any subsidy, but will be required to pay higher taxes to support the plan. The second negative is the increased congestion. This town is already choked off. I saw concept plans to erect buildings, but no mention of new roads to relieve congestion. When I moved here WF population was ~11K, Cap Blvd was 2 lanes each way. Today WF is ~50K, and Cap Blvd is still 2 lanes.....See what I mean?
7/25/2022	Where is the public green space? Why haven't u con ected Greenway to Neuse river trail yet? Who will more tennis courts and more soccer fields be built. With the massive explosion in concentrating living...apartments etc...there is an urgent need for the type of land use that made our community appealing to begin with...green space, trees, a forest canopy, sidewalks with shade, clean water etc. Also...are high end apartments that rent foe 1800/2br really helping poor people? My mortgage isn't that much. Less density...more natural space will keep our suburban community the desirable place we all came here and bought homes for...small 2 to 3 br homes would be a better land use...and actually give poorer families a real chance at overcoming poverty...rather than high end apartment beds that will just bring down the neighborhood quality and keep renters poor...whileaking corporations rich. Please...make smart decisions...focus on quality of life...nature and public land/tree conservation. U should also consider train system...since u have made our community so congested we can't drive 2 miles w/o spending 30min to get there.
7/25/2022	Do not overlook the existing houses of the community that lives in the area of the old school bldg.(East) of Franklin street; the area of the lower income community.
7/25/2022	The last thing Wake Forest needs is more housing of any kind. Presently the town is one big traffic jam especially between rush hours. The town infrastructure can barely handle the homes now and the huge development along the 98 corridor will make travel much worse when completed. The best thing about the looming recession is that it will be difficult to find a builder wanting to get involved with such a project now with high interest rates and material costs and availability. It will turn into a 25 year project much like the project to widen and improve traffic flow on Rogers Road. Where is the money coming from for such a project?

7/25/2022	I must ask, do any of you at town hall LIVE in Wake Forest? This town doesn't need anymore housing. The infrastructure isn't even up to par now to handle anymore people let alone the traffic. Of course this falls on deaf ears. We don't need anymore section 8 housing either, everybody knows that brings trouble. What you should be working on is curbing growth, Wake Forest should stay a small town not a Raleigh, nor Cary but you folks down there don't care so long as your pockets are stuffed. YOU DON'T CARE ABOUT THE PEOPLE OF WAKE FOREST
7/25/2022	I don't think we need a Housing Affordability Plan. Let the market dictate housing prices.
7/25/2022	Wake Forest has been turned into a over-populated, unpolite town over the past twenty years with the massive influx of people. The amount of apartment complexes built, planned and under construction is insane and now plans to build "affordable housing" will only worsen the problem/ town. Our family is from Wake Forest and we're planning on moving cause there seems to be no end (or peace) in sight.
7/25/2022	Do we really want to add more density and development in Wake Forest, especially given the ongoing efforts to build on every square inch, stripping the town of its green spaces? This issue transcends Wake Forest, and should be coordinated (and funded) at the county or state level. Preserve the characteristics that make Wake Forest unique.
7/23/2022	State, local, and federal governments should not ever financially assist its citizens with food, clothing, or any other type of HOUSING needs. To use tax dollars for this is the opposite of a free market economy. When governments at any level intervene in this way it affects the community, culture, and especially the economy negatively. I am 100 percent against any type of "housing affordability plan" and this program should be eliminated immediately. "Give a man a fish, he eats for a day, teach a man to fish he eats for a lifetime." Please stop all government programs that assist financially now. I'm hoping that the leaders of Wake Forest and NC will read and study the works of Adam Smith. Thank you for the opportunity to comment.
7/23/2022	Because of the increased traffic congestion, loss of small town feeling and strain on public services caused by new housing of all sorts, I recommend halting or severely limiting new growth. In particular I recommend first halting new apartment development as renters do not have an ownership stake in their community.

ORDINANCE 2022-XXX

ORDINANCE OF THE BOARD OF COMMISSIONERS
OF THE TOWN OF WAKE FOREST ADOPTING THE HOUSING
AFFORDABILITY PLAN (CPA-22-02)

WHEREAS, the Town of Wake Forest has grown significantly in recent decades; and

WHEREAS, new growth has provided numerous benefits to the Town, along with some complex challenges; and

WHEREAS, many find it difficult to maintain, purchase or rent a home in recent years due to surging housing costs; and

WHEREAS, the Town has conducted several engagement efforts for various planning projects, which have revealed housing to be an important issue among the citizens of Wake Forest; and

WHEREAS, the planning process led to the development of policy recommendations and implementation items found within the Housing Affordability Plan; and

WHEREAS, the application submitted by the Town of Wake Forest to update the Housing Affordability Plan was duly filed with the Planning Department; and

WHEREAS, the Planning Board held a public comment session on August 9, 2022 and the Board of Commissioners held a public hearing on September 20, 2022; and

WHEREAS, the Planning Board at their August 9, 2022 meeting voted unanimously to recommend approval of the Housing Affordability Plan; and

WHEREAS, a print ad was published in a paper of general circulation for the public hearing pursuant with G.S. § 160D-602 and the Unified Development Ordinance; and

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the Town of Wake Forest adopts the 2022 Housing Affordability Plan (Exhibit A) and Plan revisions (Exhibit B).

Adopted and effective this 20th day of September 2022.

Vivian A. Jones
Mayor

ATTEST:

APPROVED AS TO FORM:

Theresa Savary
Town Clerk

Hassan Kingsberry
Town Attorney



Board of Commissioners Agenda Item Report

Agenda Item No.: 2021-419-

Submitted by:

Submitting Department: Administration

Meeting Date: September 20, 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.: 2021-644-

Submitted by: Terry Savary

Submitting Department: Administration

Meeting Date: September 20, 2022

SUBJECT

Approval of Appointments to Citizen Advisory Boards

Recommendation:

Item Summary:

ATTACHMENTS

- [Resolution2022-42AdvisoryBoardAppointmentsUFBSept202220.pdf](#)

RESOLUTION 2022 - 42

**ADVISORY BOARD/COMMISSION APPOINTMENTS
FOR THE TOWN OF WAKE FOREST, NORTH CAROLINA**

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Town of Wake Forest, North Carolina, that the following person be appointed to the following citizen advisory board:

Urban Forestry Board

Patrick Michael

(Partial Term; September 20, 2022 – December 31, 2023)

Duly resolved this 20th day of September 2022.

ATTEST:

Vivian A. Jones
Mayor

Theresa Savary
Town Clerk



Board of Commissioners Agenda Item Report

Agenda Item No.: 2021-656-
Submitted by: Courtney Tanner
Submitting Department: Planning
Meeting Date: September 20, 2022

SUBJECT

Resolution authorizing the Town Manager to execute, on behalf of the Town of Wake Forest, the professional services contract for the Public Transit Plan with Toole Design Group LLC

Recommendation:

Item Summary:

ATTACHMENTS

- [BOC Agenda Summary.pdf](#)
- [Resolution_to_Award_Public_Transit_Plan.docx](#)
- [Attachment 1 - Public Transit Plan Contract.pdf](#)
- [Attachment 2: Request for Qualifications 22-0001](#)

Agenda Item: Resolution authorizing the Town Manager to execute, on behalf of the Town of Wake Forest, the professional services contract for the Public Transit Plan with Toole Design Group LLC

Summary: A Request for Qualifications, RFQ #22-0001, was issued on July 22, 2022, and the Town received five responses by the published deadline. Based on the review of the RFQ responses, the Town requested a scope of work from the highest ranked firm, Toole Design Group LLC. Staff reviewed the scope of work and is recommending that we engage with Toole Design Group LLC for the Public Transit Plan. The proposed fee for the Public Transit Plan is \$133,018.00.

Attachments:

- Resolution to Award Public Transit Plan
- Attachment 1: Public Transit Plan Contract Scope and Fee
- Attachment 2: Request for Qualifications 22-0001

RESOLUTION 2022-XX

RESOLUTION AUTHORIZING THE TOWN MANAGER TO EXECUTE, ON BEHALF OF THE TOWN OF WAKE FOREST, THE PROFESSIONAL SERVICES CONTRACT FOR THE PUBLIC TRANSIT PLAN

WHEREAS, the Town began offering bus service in 2008 as a joint partnership between the City of Raleigh and Town of Wake Forest; and

WHEREAS, the current bus service consists of two loops, Loop A and Loop B, each having one-hour headways and running opposite directions, but on the same fixed route; and

WHEREAS, the Town also is served by the Wake Forest-Raleigh Express (WRX), a commuter service route from GoTriangle, and operated by GoRaleigh; and

WHEREAS, the recently adopted Community Plan includes a Transit-Supportive Residential land use designation that targets higher intensity housing types in specific sections of the Town in order to support public transit expansion Town amenities such as Joyner Park; and

WHEREAS, the Town recently adopted American Rescue Plan projects and one such project includes transit expansion; and

WHEREAS, the purpose of the transit plan is to 1) evaluate existing service, 2) understand the viability of alternatives to fixed-route services, 3) recommended a solution for transit expansion, including the service model type, cost of expansion, and 4) define implementation steps; and

WHEREAS, the Town received a total of five submissions for Request for Qualifications (RFQ #22-0001) that were reviewed by the selection committee; and

WHEREAS, Toole Design Group LLC was selected as the qualified firm to provide a scope, workplan and timeline for review;

BE IT RESOLVED that the governing body of the Town of Wake Forest hereby authorizes the Town Manager to execute a contract with Toole Design Group LLC for the Town of Wake Forest Public Transit Plan.

Adopted and effective this the 20th day of September 2022.

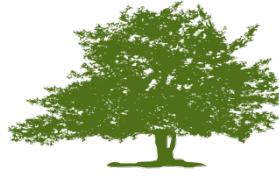
Vivian A. Jones
Mayor

ATTEST:

APPROVED AS TO FORM:

Theresa Savary
Town Clerk

Hassan Kingsberry
Town Attorney



TOWN of WAKE FOREST

CONTRACT FOR THE TOWN OF WAKE FOREST PUBLIC TRANSIT PLAN

This contract is made and entered into as of the ____ day of _____, 2022, by the Town of Wake Forest (“Town”) and Toole Design Group LLC, a Maryland Limited Liability Company (“Consultant”), organized and existing under the laws of the State of North Carolina.

Sec. 1. Background and Purpose. The Town of Wake Forest began offering bus service in 2008 as a partnership between the City of Raleigh and the Town of Wake Forest, with GoRaleigh operating the route and the City of Raleigh paying a portion of the total cost, equivalent to the percentage of route in Raleigh. The fare free fixed route service, the Wake Forest Loop, offered Wake Forest residents access to commercial and shopping opportunities, medical facilities, and public services in the Wakefield neighborhood in Raleigh. In addition, the Town is served by the Wake Forest-Raleigh Express (WRX), a commuter service route from GoTriangle, and operated by GoRaleigh. The bus service runs hourly service during peak hours between the Downtown Wake Forest, Triangle Town Center, and Downtown Raleigh. The purpose of this contract is to evaluate existing service; understand the viability of alternatives to fixed-route services; and to recommended solution for transit expansion, including the service model type, cost of expansion, and implementation steps.

Sec. 2. Services and Scope to be Performed. The Consultant shall prepare a Public Transit Plan in accordance with Attachment A. In this contract, “Work” means the services that the Consultant is required to perform pursuant to this contract and all of the Consultant’s duties to the Town that arise out of this contract. Any amendments, corrections, or change orders by either party must be made in writing signed in the same manner as the original. (This form may be used for amendments and change orders.) The Town reserves the right to refuse payment for any work outside that authorized herein or pursuant to a duly approved amendment or change order.

Sec. 3. Contract Duration. This duration of this contract shall be for 18 months from the date of execution.

Sec. 4. 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 Work.

Sec. 5. Compensation. The Town shall pay the following amount to the Consultant for the Work as described in Section 2: \$133,018.00. The Town shall not be obligated to pay the Consultant any payments, fees, expenses, or compensation other than those authorized by this section.

Sec. 6. Consultant’s Billings to Town. The Consultant shall submit an invoice once job is completed or at designated times during the course of completing a job. 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.

Sec. 7. 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) (If Required)	\$1,000,000

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. 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.

Sec. 8. Performance of Work by Town. If the Consultant fails to perform the Work in accordance with the schedule referred to in Sec. 2. 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 Work, 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 Work pursuant to this section.

Sec. 9. Attachments. The following attachments are made a part of this contract and incorporated herein by reference:

Attachment A: Town of Wake Forest Public Transit Plan (PTP) Scope of Services

Sec. 10. Notice. (a) All notices and other communications required or permitted by this contract shall be in writing and shall be given either by personal delivery, fax, or certified United States mail, return receipt requested, addressed as follows:

To the Town:

Town of Wake Forest
Attn: Courtney Tanner, Planning Director
Planning Department
301 South Brooks Street
Wake Forest, NC 27587

To the Consultant:

Toole Design Group, LLC
Attn: Andrea Ostrodka, AICP, LEED AP
8484 Georgia Avenue, Suite 800
Silver Spring, MD 20910

(b) 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.

Sec. 11. 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 to the extent resulting from the negligence of the Consultant.

Sec. 12. Miscellaneous.

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

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

(c) Performance of Government Functions: Nothing contained in this contract shall be deemed or construed 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. 147-86.58; (ii) it will not take any action causing it to appear on any such list during the term of this Contract, and (iii) it will not utilize any subcontractor to provide goods or services hereunder that is identified on any list.

(n) Divestment from Companies that Boycott Israel. 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/residents/finance/8-26-22_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.

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

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

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

(t) Conflict of Interest. If this is a contract for design, engineering, contract administration or similar services, the Contractor will not enter into contracts or agreements with third parties that may

present a potential for conflict of interest between the Town of Wake Forest and the third parties regarding the subject matter of this Contract or Agreement.

(u) Public Record. This Contract or Agreement is subject to disclosure under the public records laws of the State of North Carolina.

SEC. 13. Title VI.

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

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

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

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

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

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

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

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

SEC. 14. 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

SEC. 15. Contract Monitoring.

Staff member responsible for monitoring the contract performance requirement is:

Name and Title: Courtney Tanner, Planning Director _____ Department Head Initials

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)

ATTACHMENT A

TOWN OF WAKE FOREST PUBLIC TRANSIT PLAN (PTP) SCOPE OF SERVICES

TOWN OF WAKE FOREST PUBLIC TRANSIT PLAN (PTP)

SCOPE OF SERVICES

REVISED SEPTEMBER 12, 2022

TASK 1: PROJECT INITIATION AND MANAGEMENT

The Toole Design Team will start with a kickoff meeting with the Client Team to review project objectives, schedule, and scope of services. Among the items on our agenda, we will include:

- Discuss the Town's goals for the project – i.e. what will a successful project look like?
- Discuss and refine community/stakeholder engagement strategy in anticipation of Task 2.
- Identify up to three peer service areas for consideration through case studies.
- Review schedule, communication protocols, and review process for draft deliverables.

Toole Design will also prepare and deliver a brief PowerPoint presentation to the Planning Board and Board of Commissioners to introduce the project and process. This presentation will include a “transit planning 101” script that will explain typical modes (like fixed-route and microtransit) and uses. We will ask the Boards for general feedback such as what role they think transit should play in the community and/or whether there are specific questions they would like answered as a part of this study. As this is an introductory presentation, no analysis will be presented.

Task 1 Consultant Deliverables:

- Summary notes from kickoff meeting
- Finalized timeline for duration of the project and detailed schedule of tasks, meetings, review periods, and deliverables
- Community/stakeholder engagement strategy memo
- Schedule for virtual bi-weekly check-in meetings
- Introductory PowerPoint and delivery of presentation to Planning Board and Board of Commissioners
- Prepare timeline graphic for Plan website

Task 1 Town Deliverables

- Review and provide comments on introductory PowerPoint presentation
- Place presentations on Planning Board and Board of Commissioners agendas
- Provide input/insight on talking points to consultant team prior to presentations
- Prepare Plan logo
- Publish and update Plan website

TASK 2: Community Engagement

Community engagement will be led by Public Participation Partners (P3) with support from Toole Design Group and will include public meetings, pop up events, an online community survey, a transit rider survey, and stakeholder interviews. A Public Involvement Plan (PIP) will be developed to guide engagement throughout the project. This will be a living document that will be updated as engagement progresses.

Public Open Houses (2)

One early in the project where the consultant team is focused on listening to the public, and one later in the project where the consultant team will share proposed ideas to meet the public's needs.

Pop Up Events (2)

To complement the more formally scheduled public open houses, P3 will “meet the people where they are” at two public community events. Depending on event type and set up, P3 may set up a booth or table. Like the public meetings, one pop up will occur during the early portion of the project and one will occur during the second half of the project timeline. Examples of community events where the consultant team may create pop ups include the Community Celebration of the Arts, Lighting of Wake Forest, and/or “Six Sundays in Spring”/Music in the Park. Actual events will be determined and agreed upon with the Town’s Project Manager and included in the PIP and final schedule.

Online Community Survey

To assess service needs, the Toole Design Team will conduct an online community survey. Questions will be discussed with Town staff and agreed upon in advance. The survey will be designed so that the Town can utilize the same questions for an annual or biannual survey in the future, if desired. Title VI required demographic questions will be included. The survey will be developed and distributed as an online survey and paper comment form. The survey will be provided in English and Spanish. To enhance participation, the team will ask stakeholders and community partners to share the survey with their contacts.

Rider Survey

While general online surveys engage the wider community, rider surveys are tailored to existing transit users. P3 will develop and conduct a ridership survey for those in the area who already use the fixed route system in the Town of Wake Forest, or demand-response system. The purpose of this survey will be to better understand how existing riders use services, and how services might be improved. Demographic data will also be collected. The survey will be developed and distributed as an online survey and paper comment

form. The survey will be provided in English and other languages as outlined in the Public Involvement Plan.

Focus Groups/Stakeholder Interviews

The Toole Design Team will conduct up to six stakeholder or focus group meetings to gather input and concerns from groups with common interests. These could include a major employer or group of businesses, a funding partner, or representatives of populations that have been hard to reach in the past. Stakeholder groups will be identified in the PIP.

Task 2 Consultant Deliverables:

- A Public Involvement Plan (PIP), detailing formal events, stakeholder interviews, online and rider surveys, digital boards for the Town to print, and specific strategies to engage vulnerable and underrepresented populations
- Stakeholder Database
- Communication Materials to promote engagement activities, such as press releases, social media campaigns, HTML email campaigns, transit ads, yard signs, flyers/posters, boards. Translated materials will be provided in Spanish. Communication Materials will be provided in the appropriate digital format for the Town to print.

Brief reports summarizing findings and number of participants from surveys and outreach activities, such as open houses, interviews, and interactive mapping tools. There will be one report per outreach phase (two reports total). This allows us to close the feedback loop with the public, inform the project team of the results of the outreach efforts, but also to assess the success of the outreach efforts and develop a different strategy to target any groups that were not represented in the next round.

Task 2 Town Deliverables

- Review and approve initial PIP (up to two reviews)
- Review and approve community and rider survey questions (up to two reviews)
- Facilitate notification of stakeholder and the public of ways to be involved in the project, chiefly by posting notifications of meetings and pop ups, and links to surveys, on the Town website, in and social media, and distributing an email request to others (such as elected officials' offices) to spread the word through their own contact lists.
- Print up to six boards for each public meeting
- Print and distribute outreach materials
- Have one staff member participate in, and be prepared to speak on behalf of the Town for, each public meeting and pop up event.

TASK 3: EVALUATE EXISTING PLANS

The Consultant Team will collect and review existing plans and available data that will provide an understanding of the efficiency and effectiveness of services provided today, needs for transit service within the community, and resources available to achieving the Town's aspirations. Toole Design will review data and findings from recent plans and studies, including the Town's:

- Community Plan
- Comprehensive Transportation Plan
- Northeast Community Plan
- Renaissance Plan
- Public Art Vision Plan, and
- Historic Preservation Plan

During the kickoff meeting we will identify any additional relevant plans that should be included in our review. Also, as a point of clarification, we do not intend to repeat any work that has recently be completed as part of another project; rather, we will use it to inform our analysis and build upon it.

Task 3 Consultant Deliverables:

- Summary report of applicable recommendations from existing plans, maps, data analysis, and an accompanying narrative that describes current transportation patterns and mobility gaps.

Task 3 Town Deliverables:

- Review and provide a single, consolidated list of comments for the summary report (up to two reviews)
- Provide link to summary report on Plan website

TASK 4: REVIEW EXISTING CONDITIONS AND MARKET FOR PUBLIC TRANSPORTATION

The Toole Design Team will evaluate growth and development trends, data indicating transit propensity such as efficiency and effectiveness measures for current express service, demographics, income data, data from NCDOT, and US Census Journey to Work data to deepen our understanding of the local transportation context and trends. Based on initial input received by the public and stakeholders in Task 2, we will also consider bus stop needs and route alignments. This analysis will result in a report that will define the Purpose and Need for transit service, project objectives, unique considerations, challenges, and metrics. Metrics will include both quantitative and qualitative elements associated with the Community Funding Area and GoRaleigh.

Additionally, Toole design will provide context-sensitive density recommendations for the S-Line stations to promote transit use and transit-oriented development.

Task 4 Deliverables

- Outline, Draft, and Final Existing Conditions Report

Task 4 Town Deliverables:

- Provide additional information about the location, design, and operational assumptions of the S-Line stations and planned mobility hub
- Review and provide a single, consolidated list of comments for the Outline and initial

Draft of the Existing Conditions Report (up to two reviews)

- Provide link to Existing Conditions Report on Plan website

TASK 5: EVALUATE ALTERNATE SERVICES SCENARIOS AND SELECT PREFERRED OPTION

Based on the Purpose and Need statement articulated in Task 4, and findings of other tasks, the project team will define and evaluate alternate service scenarios. Scenarios may include enhancing or changing existing services, expanding services, or adding new technologies or service types. Bus connections to the S-Line Commuter Rail will be considered, as well as, feasibility of fixed route, microtransit, flex service, or a hybrid model. The team will work with the Town in a virtual workshop to review the options, consider strengths and weaknesses, and select a path forward for local and regional transit. Toole Design will then conduct a detailed analysis of the preferred option.

Preferred Option Feasibility Analysis

Toole Design will conduct a detailed feasibility analysis on the preferred option, including:

- Service Type (Fixed-Route, Express, Microtransit, Bus Rapid Transit, or Hybrid)
- Route Alignment(s)
- Vehicle Type (considerations will include passenger capacity, ease of boarding, fuel efficiency, useful life, vehicle availability, maintenance requirements, and driver license requirements)
- Planning-level costs (using actual operating costs of local service such as GoRaleigh)
- Funding Opportunities in the Wake County Transit Plan Community Funding Area
- Operations Partnerships (continuing with GoRaleigh vs GoTriangle, for example)

Task 5 Deliverables:

- Outline, Draft, and Final Alternative Services Model Evaluation and Preferred Option Feasibility Analysis Report
- Planning Board and Board of Commissioners workshops
- Provide link to Alternative Services Model Evaluation and Preferred Option Feasibility Analysis Report on Plan website

Task 5 Town Deliverables:

- Review and provide a single, consolidated list of comments for the Alternative Services Model Evaluation and Preferred Option Feasibility Analysis Report
- Place workshops on Planning Board and Board of Commissioners agendas
- Provide input/insight on talking points to consultant team prior to presentations.

TASK 6: DEVELOP FINAL DOCUMENT

As a result of the analyses described above, Toole Design will prepare a final report that combines the individual reports prepared and summarizes the process undertaken. The final document will include an Action Item Matrix (AIM) to guide staff in implementation activities. The AIM will include a list of tasks and a timeline working back from desired service opening to the public. Tasks will be step-by-step and tied directly to goals and desired outcomes. Tasks will likely include, but not be limited to:

- Vehicle procurement
- Stop location finalization and ROW coordination for locations with shelters/amenities
- Sidewalk connections
- Signage
- Permitting
- Bus-on-shoulder design considerations
- Stakeholder coordination (employers, neighborhood groups, etc.)
- Accessibility review
- Social media, website, and printed collateral coordination

Toole Design will provide an initial outline of the final report for the Town's Project Manager's review and approval and has budgeted two review cycles prior to the Final Draft. The Town will provide a single, consolidated list of comments on each draft. Toole Design will provide a comment tracking form along with submittals to collect comments from various Town staff reviewers.

The project team will also prepare a PowerPoint and present the Public Transit Plan to the Wake Forest Planning Board and Board of Commissioners. The PowerPoint will be comprehensive but developed in modules so that staff or elected officials can use individual modules in ongoing outreach during the implementation process.

Task 6 Deliverables:

- Final Report: Town of Wake Forest Public Transit Plan and Action Item Matrix
- Final PowerPoint and Presentations to the Planning Board and Board of Commissioners

Task 6 Town Deliverables:

- Review and provide a single, consolidated list of comments for the Town of Wake Forest Public transit Plan and Action Item Matrix
- Place presentations on Planning Board and Board of Commissioners agendas
- Provide input/insight on talking points to consultant team prior to presentations.
- Review and provide comments on introductory PowerPoint presentation
- Provide link to final draft Plan on Plan website

Town of Wake Forest Public Transit Plan Timeline

Town of Wake Forest: Public Transit Plan														
Task	2022				2023									
	October	November	December	January	February	March	April	May	June	July	August	September	October	
1		+												October
2	Project Initiation and Management													
	Community Engagement		●											
	Public Open Houses				☒									
	Pop Up Events				☒					☒				
	Online Community Survey		○	☒	●									
	Rider Survey		○	☒	●									
3	Focus Groups/Stakeholder Interviews				+									
	Evaluate Existing Plans			☒	☒									
4	Review Existing Conditions and Market for Public Transportation			○	☒	●								
5	Evaluate Alternate Services Scenarios and Select Preferred Option					☒				●				
6	Develop Final Document													
+	Meeting													
☒	Event/Workshop													
○	Draft Task Deliverable													
●	Staff Review and Coordination													
●	Final Task Deliverable													
+														

+	Meeting
☒	Event/Workshop
○	Draft Task Deliverable
☒	Staff Review and Coordination
●	Final Task Deliverable

Town of Wake Forest Public Transit Plan Fee

Task		Fee	% of Total Project Cost
1	PROJECT INITIATION AND MANAGEMENT	\$ 12,548	9%
2	COMMUNITY ENGAGEMENT	\$ 29,554	22%
3	EVALUATE EXISTING PLANS	\$ 9,428	7%
4	REVIEW EXISTING CONDITIONS AND MARKET FOR PUBLIC TRANSPORTATION	\$ 17,918	14%
5	EVALUATE EXISTING SERVICES SCENARIOS AND SELECT PREFERRED OPTION	\$ 37,296	28%
6	DEVELOP FINAL DOCUMENT	\$ 18,844	14%
	TOTAL LABOR	\$ 125,588	
	DIRECT EXPENSES	\$ 7,430	6%
	TOTAL PROJECT COST	\$ 133,018	100%



TOWN of WAKE FOREST

CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS ADDENDUM

This **CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS ADDENDUM** (this “*Addendum*”) is entered into by and between Toole Design Group, LLC, a Maryland Limited Liability Company (“*Contractor*”), and The Town of Wake Forest, a municipal corporation of the State of North Carolina (“*Unit*”), and forms an integral part of the Contract (as defined in Section I hereof).

RECITALS

WHEREAS, on July 14, 2021, Unit has received, either as a Recipient or Subrecipient (as each such term is defined in Section I hereof) a payment from the Coronavirus State Fiscal Recovery Fund (“*State Fiscal Recovery Fund*”) or Coronavirus Local Fiscal Recovery Fund (“*Local Fiscal Recovery Fund*” and, together with the State Fiscal Recovery Fund, the “*Fiscal Recovery Funds*”) established pursuant to Sections 602 and 603, respectively, of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (“*ARPA*”) (March 11, 2021); and

WHEREAS, Unit intends to pay, in part or in whole, for the cost of the Contract (as defined in Section I hereof) using monies received from the Fiscal Recovery Funds; and

WHEREAS, in using such funds, Unit must comply with the terms of ARPA, regulations issued by the U.S. Department of the Treasury (“*Treasury*”) governing the expenditure of monies distributed from the Fiscal Recovery Funds (including, without limitation, the Interim Final Rule (86 Fed. Reg. 26,786 (May 17, 2021) and Final Rule (87 Fed. Reg. 4,338 (Jan. 27, 2022))), the Award Terms and Conditions applicable to the Fiscal Recovery Funds, and such other guidance as the Treasury has issued or may issue governing the expenditure of monies distributed from the Fiscal Recovery Funds (collectively, the “*Regulatory Requirements*”); and

WHEREAS, pursuant to the Regulatory Requirements, Unit must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury has determined or may determine are inapplicable to the Fiscal Recovery Funds; and

WHEREAS, pursuant to 2 C.F.R. § 200.327, Unit must include within the Contract applicable provisions described in Appendix II to 2 C.F.R. Part 200, each of which is contained in this Addendum; and

WHEREAS, Unit shall not enter into the Contract or make any distributions of funds to Contractor using monies from the Fiscal Recovery Funds absent Contractor's agreement and adherence to each term and condition contained herein.

NOW THEREFORE, Contractor and Unit do mutually agree as follows:

AGREEMENTS

I. Definitions. Unless otherwise defined in this Addendum, capitalized terms used in this Addendum shall have the meanings ascribed thereto in this Section I.

- a) "*ARPA*" shall mean the American Rescue Plan Act of 2021, Pub. L. No. 117-2, as amended.
- b) "*Administering Agency*" shall have the meaning specified in 41 C.F.R. § 60-1.3.
- c) "*Applicant*" shall have the meaning specified in 41 C.F.R. § 60-1.3, which is provided here for ease of reference: ("An applicant for Federal assistance involving a construction contract, or other participant in a program involving a construction contract as determined by regulation of an administering agency. The term also includes such persons after they become recipients of such Federal assistance.").
- d) "*Construction Work*" shall have the meaning specified in 41 C.F.R. § 60-1.3, which is provided here for ease of reference: ("[T]he construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.").
- e) "*Contract*" shall mean the legal instrument by which Unit, as a Recipient or Subrecipient, shall purchase from Contractor property or services needed to carry out a project or program under a Federal award, and of which this Addendum shall constitute an integral part.
- f) "*Contractor*" shall mean the entity named as "Contractor" in this Addendum that has received a Contract from Unit.
- g) "*Federally Assisted Construction Contract*" shall have the meaning specified in 41 C.F.R. §60-1.3, which is provided here for ease of reference: ("[A]ny agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the government of the United States of America for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.").
- h) "*Government*" shall have the meaning specified in 41 C.F.R. § 60-1.3, which is provided here for ease of reference: ("[T]he government of the United States of America.").

- i) “*Laborer*” or “*Mechanic*” shall have the meaning specified in 29 C.F.R. § 5.2(m), which is provided here for ease of reference (“The term laborer or mechanic includes at least those workers whose duties are manual or physical in nature (including those workers who use tools or who are performing the work of a trade), as distinguished from mental or managerial. The term laborer or mechanic includes apprentices, trainees, helpers, and, in the case of contracts subject to the Contract Work Hours and Safety Standards Act, watchmen or guards. The term does not apply to workers whose duties are primarily administrative, executive, or clerical, rather than manual. Persons employed in a bona fide executive, administrative, or professional capacity as defined in part 541 of [Title 40 of the United States Code] are not deemed to be laborers or mechanics. Working foremen who devote more than 20 percent of their time during a workweek to mechanic or laborer duties, and who do not meet the criteria of [Title 40 of the United States Code], are laborers and mechanics for the time so spent.”).
- j) “*Recipient*” shall mean an entity that receives a Federal award directly from a Federal awarding agency. The term does not include subrecipients or individuals that are beneficiaries of an award.
- k) “*Subcontract*” shall mean any agreement entered into by a Subcontractor to furnish supplies or services for the performance of this Contract or a Subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.
- l) “*Subcontractor*” shall mean an entity that receives a Subcontract.
- m) “*Subrecipient*” shall mean an entity that receives a subaward from a pass-through entity to carry out part of a Federal award; but it does not include an individual that is a beneficiary of such award. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.
- n) “*Tier*” shall have the meaning indicated in 2 C.F.R. Part 180 and illustrated in 2 C.F.R. Part 180, Appendix II.
- o) “*Unit*” shall have the meaning indicated in the preamble to this Addendum.

II. Equal Employment Opportunity

- a) If this Contract is a Federally Assisted Construction Contract exceeding \$10,000, during the performance of this Contract, Contractor agrees as follows:
 - i. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- ii. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- iii. Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- iv. Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- v. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- vi. Contractor will furnish to the Administering Agency and the Secretary of Labor all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- vii. In the event of Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or Federally Assisted Construction Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965. Such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- viii. Contractor will include the portion of the sentence immediately preceding paragraph (a)(i) of this Section II and the provisions of paragraphs (a)(i) through (a)(vii) in every Subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such

provisions will be binding upon each Subcontractor or vendor. Contractor will take such action with respect to any Subcontract or purchase order as the Administering Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the Administering Agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Unit further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if Unit so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

- ix. Unit agrees that it will assist and cooperate actively with the Administering Agency and the Secretary of Labor in obtaining the compliance of Contractors and Subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the Administering Agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the Administering Agency in the discharge of the agency's primary responsibility for securing compliance.
 - x. Unit further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally Assisted Construction Contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and Subcontractors by the Administering Agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, Unit agrees that if it fails or refuses to comply with these undertakings, the Administering Agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.
- b. If this Contract is not a Federally Assisted Construction Contract exceeding \$10,000, the provisions of Section I(a) of this Addendum shall not apply.

III. Copeland "Anti-Kickback" Act

- a) Contractor and any Subcontractors performing work under the Contract shall comply with 18 U.S.C. § 874. Unit shall report all suspected or reported violations to the Department of the Treasury.

IV. Contract Work Hours and Safety Standards Act

- a) *Overtime Requirements.* No Contractor or Subcontractor contracting for any part of the Contract work which may require or involve the employment of Laborers or Mechanics shall require or permit any such Laborer or Mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such Laborer or Mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b) *Violation; Liability for Unpaid Wages; Liquidated Damages.* In the event of any violation of the clause set forth in Section IV(a) (Overtime Requirements) above, Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual Laborer or Mechanic, including watchmen and guards, employed in violation of the clause set forth in Section IV(a) (Overtime Requirements) above, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in Section IV(a) (Overtime Requirements) above.
- c) *Withholding for Unpaid Wages and Liquidated Damages.* Unit shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Contractor or Subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in Section IV(b) (Violation; Liability for Unpaid Wages; Liquidated Damages) of this section.
- d) *Subcontracts.* Contractor or Subcontractor shall insert in any Subcontract the clauses set forth in Sections IV(a) through IV(d) and also a clause requiring the Subcontractors to include these clauses in any lower Tier Subcontracts. Contractor shall be responsible for compliance by any first Tier Subcontractor or lower Tier Subcontractor with the clauses set forth in Sections IV(a) through IV(d).
- e) *Payroll and Records.* Contractor or Subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all Laborers and Mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, Social Security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Records to be maintained under this provision shall be made available by Contractor or Subcontractor for inspection, copying, or transcription by authorized representatives of the Department of the Treasury and the Department of Labor, and Contractor or Subcontractor will permit such representatives to interview employees during working hours on the job.
- a) *Exceptions.* None of the requirements of Section IV of this Addendum shall apply if this Contract is a Contract (1) for transportation by land, air, or water; (2) for the transmission of intelligence; (3) for the purchase of supplies or materials or articles ordinarily available in the open market; or (4) in an amount that is equal to or less than \$100,000.

V. Rights to Inventions Made under a Contract or Agreement

- a) The Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for “Government purposes”, any subject data or copyright described below.¹¹ “Government purposes,” means use only for the direct purposes of the Government. Without the copyright owner’s consent, the Government may not extend its Federal license to any other party.
 - i. Any subject data developed under the Contract, whether or not a copyright has been obtained; and
 - ii. Any rights of copyright purchased by Contractor using Federal assistance funded in whole or in part by the Department of the Treasury.
- b) Unless Treasury determines otherwise, a Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit Treasury to make available to the public, either (1) Department of the Treasury’s license in the copyright to any subject data developed in the course of the Contract, or (2) a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Government may direct.
- c) Unless prohibited by North Carolina law, upon request by the Government, Contractor agrees to indemnify, save, and hold harmless the Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Contract. Contractor shall be required to indemnify the Government for any such liability arising out of the wrongful act of any employee, official, or agent of the Contractor.
- d) Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.
- e) Data developed by Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that Contractor identifies those data in writing at the time of delivery of the Contract work. The Contractor agrees to include these requirements in each Subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.
- f) For the purposes of this Section V, “subject data” means “recorded information, whether or not copyrighted, that is delivered or specified to be delivered as required by the Contract.” Examples of “subject data” include, but are not limited to “computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses or other similar information used for performance or administration of the Contract.”

VI. Clean Air Act and Federal Water Pollution Act

- a) *Clean Air Act.* Contractor agrees to comply with all applicable standards, orders and regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Contractor agrees to report each violation to Unit and understands and agrees that Unit will, in turn, report each violation as required to the U.S. Department of the Treasury and the appropriate Environmental Protection Agency Regional Office. Contractor agrees to include these requirements in each Subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by Treasury.
- b) *Federal Water Pollution Control Act.* Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. Contractor agrees to report each violation to Unit and understands and agrees that Unit will, in turn, report each violation as required to assure notification to the U.S. Department of the Treasury and the appropriate Environmental Protection Agency Regional Office. Contractor agrees to include these requirements in each Subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by Treasury.

VII. Debarment and Suspension

- a) Due to its receipt of Fiscal Recovery Funds, Unit is a participant in a nonprocurement transaction (defined at 2 C.F.R. § 180.970) that is a covered transaction pursuant to 2 C.F.R. §180.210 and 31 C.F.R. § 19.210. Therefore, this Contract is a lower-Tier covered transaction for purposes of 2 C.F.R. Part 180 and 31 C.F.R. Part 19 if (1) the amount of this Contract is greater than or equal to \$25,000 (2 C.F.R. § 180.220(b)(1); 31 C.F.R. § 19.220(b)(1)); (2) the Contract requires the consent of an official of the Department of the Treasury (2 C.F.R. §180.220(b)(2); 31 C.F.R. § 19.220(b)(2)); or (3) this Contract is for federally-required audit services (2 C.F.R. § 180.220(b)(3); 31 C.F.R. § 19.220(b)(3)).
- b) **If this Contract is a covered transaction as set forth in Section VII(a) above, Contractor hereby certifies as of the date hereof that Contractor, Contractor's principals (defined at 2 C.F.R. § 180.995), and the affiliates (defined at 2 C.F.R. § 180.905) of both Contractor and Contractor's principals are not excluded (defined at 2 C.F.R. § 180.935) and are not disqualified (defined at 2 C.F.R. § 180.935). If any of the foregoing persons are excluded or disqualified and the Secretary of the Treasury has not granted an exception pursuant to 31 C.F.R. § 19.120(a), (1) this Contract shall be void, (2) Unit shall not make any payments of Federal financial assistance to Contractor, and (3) Unit shall have no obligations to Contractor under this Contract.**
- c) Contractor must comply with 2 C.F.R. Part 180, Subpart C, and 31 C.F.R. Part 19, and must include a requirement to comply with these regulations in any lower-Tier covered transaction into which it enters.¹⁵ This certification is a material representation of fact relied upon by Unit and all liability arising from an erroneous representation shall be borne solely by Contractor.
- d) If it is later determined that Contractor did not comply with 2 C.F.R. Part 180, Subpart C and 31 C.F.R. Part 19, in addition to remedies available to Unit, the Government may pursue available remedies, including but not limited to suspension and/or debarment.

VIII. Byrd Anti-Lobbying Amendment

- a) Contractor certifies to Unit, and Contractor shall cause each Tier below it to certify to the

Tier directly above such Tier, that it has not used and will not use Federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Contractor shall, and shall cause each Tier below it, to disclose any lobbying with non-Federally appropriated funds that takes place in connection with obtaining any Federal award. Such disclosures (to be set forth on Standard Form-LLL contained in 31 C.F.R. Part 21, Appendix B) shall be forwarded from Tier to Tier up to the Unit which will, in turn, forward the certification(s) to the Department of the Treasury. Contractor shall cause the language of this Section VIII(a) to be included in all Subcontracts. This certification is a material representation of fact upon which Unit has relied when entering into this Contract and all liability arising from an erroneous representation shall be borne solely by Contractor.

- b) **Contractors that bid or apply for a contract exceeding \$100,000 (including this Contract, if applicable) also must file with Unit the certification in Attachment 1 to this Addendum, which is attached hereto and incorporated herein.**
- c) **Contractor also shall cause any Subcontractor with a Subcontract (at any Tier) exceeding \$100,000 to file with the Tier above it the certification in Attachment 1 to this Addendum, which is attached hereto and incorporated herein.**

IX. Procurement of Recovered Materials

- a) Section IX(b) shall apply if (1) this Contract involves the purchase of an item designated by the Environmental Protection Agency (“EPA”) in 40 C.F.R. Part 247 that exceeds \$10,000, or (2) the total value of such designated items acquired during the Unit’s preceding fiscal year exceeded \$10,000.
- b) In the performance of the Contract, Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot (1) be acquired competitively within a timeframe providing for compliance with the Contract performance schedule, (2) meet Contract performance requirements; or (3) at a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA’s website. Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

X. Prohibition on Contracting for Covered Telecommunications Equipment or Services

- a) *Definitions.* Unless otherwise defined in this Contract, capitalized terms used in this Section IX shall have the meanings ascribed thereto in this Section IX(a):
 - i. “*Backhaul*” means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).
 - ii. “*Covered Foreign Country*” means the People’s Republic of China.
 - iii. “*Covered Telecommunications Equipment or Services*” means: (a) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); (b) for the purpose of

public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); (c) telecommunications or video surveillance services provided by such entities or using such equipment; or (d) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a Covered Foreign Country.

- iv. “*Critical Technology*”²⁰ means (1) defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations; (2) items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled (a) pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or (b) for reasons relating to regional stability or surreptitious listening; (3) specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities); (4) nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material); (5) select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or (6) emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. § 4817).
- v. “*Interconnection Arrangements*” means arrangements governing the physical connection of two or more networks to allow the use of another’s network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.
- vi. “*Roaming*” means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.
- vii. “*Substantial or Essential Component*” means any component necessary for the proper function or performance of a piece of equipment, system, or service.
- viii. “*Telecommunications Equipment or Services*” means telecommunications or video surveillance equipment or services, such as, but not limited to, mobile phones, land lines, internet, video surveillance, and cloud services.

b) *Prohibitions.*

- i. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 and 2 C.F.R. § 200.216 prohibit the head of an

executive agency on or after August 13, 2020, from obtaining or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

- ii. Unless an exception in Section X(c) applies, Contractor and any Subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds (including, without limitation, Fiscal Recovery Funds) received from a Federal government to:
 - 1. Procure or obtain any equipment, system, or services that uses Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system, or as Critical Technology of any system;
 - 2. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system, or as Critical Technology of any system;
 - 3. Enter into, extend, or renew contracts with entities that use Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system, or as Critical Technology as part of any system; or
 - 4. Provide, as part of its performance of this Contract, any Subcontract, any contractual instrument, or any equipment, system, or service that uses Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system or as Critical Technology as part of any system.

c) Exceptions.

- i. This clause does not prohibit Contractor or Subcontractors from providing:
 - 1. A service that connects to the facilities of a third-party, such as Backhaul, Roaming, or Interconnection Agreements; or
 - 2. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- ii. By necessary implication and regulation, the prohibitions also do not apply to:
 - 1. Covered telecommunications equipment that:
 - a. Is not used as a Substantial or Essential Component of any system; and
 - b. Is not used as Critical Technology of any system.
 - 2. Other telecommunications equipment or services that are not considered Covered Telecommunications Equipment or Services.

d) Reporting Requirement

- i. In the event Contractor identifies, during contract performance, covered Telecommunications Equipment or Services used as a Substantial or Essential Component of any system, or as Critical Technology as part of any system, during Contract performance, or if Contractor is notified of such by a Subcontractor at any Tier or by any other source, Contractor shall report the information in paragraph (d)(2) of this Section X to Unit, unless procedures for reporting the information are elsewhere established in this Contract.
- ii. Contractor shall report the following information to Unit pursuant to paragraph (d)(1) of this Section X:
 - 1. Within one business day from the date of such identification or notification: contract number; order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - 2. Within ten business days of submitting the information in paragraph (d)(2)(i) of this Section: any further available information about mitigation actions undertaken or recommended. In addition, contractor shall describe the efforts it undertook to prevent use or submission of Covered Telecommunications Equipment or Services, and any additional efforts that will be incorporated to prevent future use or submission of Covered Telecommunications Equipment or services.
- e) Subcontractor. Contractor shall cause to be inserted the substance of this Section X, including this paragraph (e), in all Subcontracts and other contractual instruments relating to the performance of this Contract.

XI. Domestic Preferences for Procurements

- a) As applicable, and to the extent consistent with law, Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products or materials Produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other Manufactured Products. Contractor shall cause any Subcontractors to include the requirements of this Section XI in any Subcontracts.
- b) For purposes of this Section XI, the following terms shall mean:
 - i. “*Produced in the United States*” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coating, occurred in the United States.
 - ii. “*Manufactured Products*” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

XII. Solicitation of Minority and Women-Owned Business Enterprises

- a) If Contractor intends to let any Subcontracts, Contractor shall (1) place qualified small and minority businesses and women's business enterprises on its solicitation lists; (2) assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) use the services and assistance, as appropriate, of the Small Business Administration, the Minority Business Development Agency of the Department of Commerce, and the North Carolina Office for Historically Underutilized Businesses.
- b) For the purposes of Section XII(a), an entity shall qualify (1) as a "minority business" or "women's business enterprise" if it is currently certified as a North Carolina "historically underutilized business" under Chapter 143, Section 143-128.4(a) of the N.C. General Statutes (hereinafter G.S.), and (2) as a "small business" if it is independently owned and operated and is qualified under the Small Business Administration criteria and size standards at 13 C.F.R. Part 21.

XIII. Access to Records

- a) Contractor agrees to provide Unit, the Department of the Treasury, the Treasury Office of Inspector General, the Government Accountability Office, and the Comptroller General of the United States, or any authorized representatives of these entities access to any records (electronic and otherwise) of Contractor which are directly pertinent to this Contract to conduct audits or any other investigation. Contractor agrees to permit any of the foregoing parties to reproduce such records by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- b) Contractor agrees to retain all records covered by this Section XIII through December 31, 2031, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit, or other inquiry involving the Contract.

XIV. Conflicts of Interest; Gifts and Favors

- a) Contractor understands that (1) Unit will use Fiscal Recovery Funds to pay for the cost of this Contract, and (2) the expenditure of Fiscal Recovery Funds is governed by Conflict of Interest Policy of the Unit, the Regulatory Requirements (including, without limitation, C.F.R. § 200.318(c)(1)), and North Carolina law (including, without limitation, G.S. § 14-234(a)(1) and G.S. § 14-234.3(a)).
- b) Contractor certifies to Unit that as of the date hereof, to the best of its knowledge after reasonable inquiry, no employee, officer, or agent of Unit involved in the selection, award, or administration of this Contract (each, a "Covered Individual"), no member of a Covered Individual's immediate family, no partner of a Covered Individual, and no organization (including Contractor) which employs or is about to employ a Covered Individual, has a financial or other interest in or has received a tangible personal benefit from Contractor. Should Contractor obtain knowledge of any such interest or any tangible personal benefit described in the preceding sentence after the date hereof, Contractor shall promptly disclose the same to Unit in writing.

- c) Contractor certifies to Unit that it has not provided, nor offered to provide, any gratuities, favors, or anything of value to an officer, employee, or agent of Unit. Should Contractor obtain knowledge of the provision, or offer of any provision, of any gratuity, favor, or anything of value to an officer, employee, or agent described in the preceding sentence after the date hereof, Contractor shall promptly disclose the same to Unit in writing.

XV. Assurances of Compliance with Title VI of the Civil Rights Act of 1964

- a) Contractor and any Subcontractor, or the successor, transferee, or assignee of Contractor or any Subcontractor, shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. Part 22, which are herein incorporated by reference and made a part of this Contract. Title VI also provides protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by Treasury's Title VI regulations, 31 C.F.R. Part 22, and herein incorporated by reference and made a part of this Contract.

XVI. Other Non-Discrimination Statutes. Contractor acknowledges that Unit is bound by and agrees, to the extent applicable to Contractor, to abide by the provisions contained in the federal statutes enumerated below, and any other federal statutes and regulations that may be applicable to the expenditure of Fiscal Recovery Funds:

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

XVII. Termination for Cause or Convenience

The Unit, by ten (10) days written notice, may terminate this contract, in whole or in part, when it is in the Unit's interest. If this contract is terminated, the Unit shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

The Unit may, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

- i. Deliver the supplies or to perform the services within the time specified in this contract or any extension;
- ii. Make progress, so as to endanger performance of this contract; or
- iii. Perform any of the other provisions of this contract.

The Unit's right to terminate this contract may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Unit) after receipt of the notice from the Unit specifying the failure.

If the Unit terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Unit considers appropriate, supplies or services similar to those terminated. However, the Contractor shall continue the work not terminated.

If this contract is terminated for default, the Unit may require the Contractor to transfer title and deliver to the Unit any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Unit, the Contractor shall also protect and preserve property in its possession in which the Unit has an interest.

The Unit shall pay contract price for completed supplies delivered and accepted. The Unit may withhold from these amounts any sum the Unit determines to be necessary to protect the Unit against loss because of outstanding liens or claims of former lien holders.

The rights and remedies of the Town in this clause are in addition to any other rights and remedies provided by law or under this contract.

XVIII. Administrative, Contractual, or Legal Remedies

The Contractor shall, in a satisfactory and proper manner in accordance with industry standards, complete all obligations and duties as stipulated in this Agreement. Failure of the Contractor to perform or deliver required work, services, or reports under this Agreement may result in the withholding of payments by the Unit to the Contractor. Breach of contract disputes will be decided by arbitration, if the parties mutually agree, or in a North Carolina court of competent jurisdiction.

The Contractor understands that failure to meet the requirements under this Agreement may result in withdrawal of other state or federal funds that may have been made available to the Contractor.

XIX. Miscellaneous

- a) **Increasing Seat Belt Use in the United States.** Pursuant to Executive Order 13043, 62 Fed. Reg. 19216 (Apr. 18, 1997), Unit encourages Contractor to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles.
- b) **Reducing Text Messaging While Driving.** Pursuant to Executive Order 13513, 74 Fed. Reg. 51225 (Oct. 6, 2009), Unit encourages Contractor to adopt and enforce policies that ban text messaging while driving.

XX. Conflicts and Interpretation. To the extent that any portion of this Addendum conflicts

with any term or condition of the Contract expressed outside of this Addendum, the terms of this Addendum shall govern.

CONTRACTOR:

By: _____

Name: _____

Title: _____

UNIT:

By: _____

Name: _____

Title: _____

ATTACHMENT 1
TO
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS ADDENDUM

APPENDIX A, 31 C.F.R. PART 21 – CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of their knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit [Standard Form-LLL](#), “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor’s authorized official

Date: _____

(Print name of person signing above)

(Print title of person signing above)

- This form is required only for contracts of more than \$100,000 –



**TOWN *of*
WAKE FOREST**

REQUEST FOR QUALIFICATIONS (RFQ #22-0001)

for a

TOWN OF WAKE FOREST PUBLIC TRANSIT PLAN

DATE ISSUED

Monday July 11, 2022

QUESTIONS AND CLARIFICATIONS DUE DATE

Friday, July 22, 2022

1:00p.m.

DUE DATE

Friday, July 29, 2022

2:00 p.m.

E-Mail Address Submittal (Preferred)

dbruchhaus@wakeforestnc.gov

Physical Acceptance Location

**Town of Wake Forest Town Hall
Attn: Dylan Bruchhaus, Planner II
301 South Brooks Street, Ground Floor
Wake Forest, NC 27587-2901**

Mailing Address

**Town of Wake Forest Town Hall
Attn: Dylan Bruchhaus, Planner II
301 South Brooks Street
Wake Forest, NC 27587-2901**

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Notice

The Town of Wake Forest (as referred to as “the Town” or “Wake Forest”) is soliciting Statement of Qualifications from firm(s) or organization(s) qualified to provide professional services in its efforts to prepare a Public Transit Plan focused on the expansion of transit service in the Town. The Town seeks to identify qualified consultants who have robust knowledge in developing implementable Plans, experience with public meetings and outreach, quality graphic design abilities, and project and time management.

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

I. Background*Town of Wake Forest*

Wake Forest is primarily located in Wake County, one of the fastest-growing counties in the country, and is located minutes north of Raleigh, the state’s capital. In the past few decades, Wake Forest has transformed from a small, rural town into a sizeable community of over 50,000 that will continue to grow over the next decade.

Existing Bus Service - Wake Forest Loop (WFL)

The Town of Wake Forest began offering bus service in 2008 as a partnership between the City of Raleigh and the Town of Wake Forest, with GoRaleigh operating the route and the City of Raleigh paying a portion of the total cost, equivalent to the percentage of the route in Raleigh. The fare-free fixed-route service, the Wake Forest Loop, offered Wake Forest residents access to commercial and shopping opportunities, medical facilities, and public services in the Wakefield neighborhood in Raleigh.

In November 2016, the voters of Wake County approved the Wake Transit Referendum that created a dedicated half-cent sales tax to expand and improve the public transit network throughout the County. The Wake Transit Plan that came out of the referendum established “4 Big Moves”, including Big Move #4: Enhanced Access to Transit. This move led to the creation of the Community Funding Area, managed by the Capital Area Metropolitan Planning Organization (CAMPO), to expand local transit within eligible municipalities in the County.

CAMPO approved the Wake Forest application for an operating project through the Community Funding Area program, and in January 2020, the Town implemented a reverse route of the Wake Forest Loop. The current bus service consists of two loops, Loop A and Loop B. Each loop has one-hour headways and runs in opposite directions on the same fixed route. The bus service continues to be fare-free and is operated by the City of Raleigh.

Existing Bus Service - Wake Forest-Raleigh Express (WRX)

The Town also is served by the Wake Forest-Raleigh Express (WRX), a commuter service route from GoTriangle, and operated by GoRaleigh. The bus service runs hourly service during peak hours between the Downtown Wake Forest, Triangle Town Center, and Downtown Raleigh. A park-and-ride facility for 25 vehicles is located in Downtown Wake Forest at 235 E Holding Ave.

Future Transit Service - S-Line Commuter Rail

The S-Line Commuter Rail project by NCDOT has identified three potential locations for commuter rail stations in Wake Forest. Timing for the project is dependent on funding availability by NCDOT. However, the Plan will need to ensure connections are made with these potential station locations.

II. Plan Objectives

The Plan has three main planning objectives that are interrelated with one another.

1. **Evaluate existing service.** The Plan should evaluate existing transit routes and address any potential routing changes to the Wake Forest Loop or WRX to increase ridership and access.
2. **Understand the viability of alternatives to fixed-route services.** The Plan should evaluate the use of microtransit, fixed-route bus service, hybrid strategies, or any other proven service model and determine the best solution for the Town of Wake Forest.
3. **Expansion of service.** The Plan should provide a recommended solution for transit expansion, including the service model type, cost of expansion, and implementation steps.

III. Scope of Services

The Town of Wake Forest Transit Plan should include the following information and analysis. Alternative services and deliverables may be proposed on evidence of the need to meet the purpose of the RFQ. RFQs that do not include all tasks will not be considered.

Task 1 - Project Timeline

Deliverable: Timeline and Work Schedule

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

Task 2 - Public Outreach

Deliverables: Public Involvement Plan, surveys, presentations, handouts, social media information graphics, and any other materials needed for graphic communication

- 2.1 Develop a Public Involvement Plan (PIP). The PIP will need to address any planned outreach events for the Plan, including surveys, the use of social media, pop-up events,

stakeholder interviews, open houses, public meetings, and public hearings. The PIP will need to address equitable outreach and targeted engagement to reach the most vulnerable populations who rely on public transportation.

- 2.2 Conduct an online survey and on-board bus survey to gather community input. The consultant should design an online survey to be hosted on the Town's engagement platform. The proposal should address other methods of distributing surveys to reach vulnerable populations. The consultant should also design an on-board survey to be administered on the Wake Forest Loop and Wake Forest-Raleigh Express. The proposal should address the goals of the on-board survey and the execution of the survey. Data collected and any results will need to be provided to Town staff.
- 2.3 Conduct stakeholder interviews with internal and external stakeholders to understand the transportation needs of the community and to gather feedback from stakeholders providing services to vulnerable populations.

Task 3 - Evaluate Existing Plans

Deliverable: Brief report summarizing applicable Comprehensive Plan recommendations, where they fit into this Plan, and how they can be implemented

- 3.1 Review adopted plans for existing public transit recommendations. The consultant team, at a minimum, should review the following existing Wake Forest Plans:

Wake Forest Community Plan (2022)
 Wake Forest Comprehensive Transportation Plan (2019)
 Wake Forest Northeast Community Plan (2021)
 Wake Forest Renaissance Plan (2017)
 Wake Forest Public Art Vision Plan (2009)
 Wake Forest Historic Preservation Plan (2022)¹

Task 4 - Review Existing Conditions & Market for Public Transportation

Deliverables: Outline for the Existing Conditions Report and Existing Conditions Report

- 4.1 Analyze relevant demographics of the Town. The Existing Conditions Report should detail demographics such as race, household income, no-vehicle homes, etc., and provide a clear takeaway of each in the Plan.
- 4.2 Analyze the Town's transit propensity. The consultant should develop a transit propensity analysis showing which areas in Town have the highest propensity or support for transit.
- 4.3 Analyze existing popular origins and destinations in the Town.

¹ The Town is currently in the process of updating the Historic Preservation Plan and the Plan is on schedule to be adopted by the Board of Commissioners on September 20th. During Task 3, staff will forward the latest draft of the Plan for evaluation and review.

- 4.4 Evaluate the performance of existing fixed routes. The consultant team should evaluate the performance based on the Community Funding Area metrics and other measurable metrics provided by GoRaleigh.
- 4.5 Draft an Outline for the Existing Conditions Report. Before drafting the Existing Conditions Report, the consultant team will need to provide an outline of the report to be reviewed by staff.
- 4.6 Develop the Existing Conditions Report. The report will be presented to the Planning Board and the Board of Commissioners with the Task 5 Alternate Services Model Report. Two staff review cycles should be included during the review.

Task 5 - Evaluate Alternate Service Options

Deliverables: Outline for the Alternate Services Model Report and Alternate Services Model Report

- 5.1 Evaluate alternate service scenarios, including fixed-route, microtransit, a hybrid model or any other viable service model operating in the United States. The evaluation should include each service model analyzing the existing route, the Town's transit needs, and service expansion.
- 5.2 Develop cost estimates for each service model and implementation steps for each service model.
- 5.3 Evaluate the relationship of alternate service models and bus service expansion as they relate to the Wake County Transit Plan Community Funding Area.
- 5.4 Draft an Outline for the Alternate Services Model Report. Before drafting the Alternate Services Model Report, the consultant team will need to provide an outline of the report to be reviewed by staff.
- 5.4 Develop the Alternate Services Model Report. The consultant team will present the report to the Planning Board and the Board of Commissioners with the Task 4 Existing Conditions Report. Two staff review cycles should be included during the review.

Task 6 - Final Document

Deliverables: Outline for final Public Transit Plan document and the final Public Transit Plan document

- 6.1 Develop a final public transit scenario that includes cost estimates and project implementation of the service model, including any expansion of existing services.
- 6.2 Develop an action item matrix for implementation. This action items should also address issues such as public art integration, last mile connections, and potential UDO changes.
- 6.3 Draft an Outline for the final Public Transit Plan. Before drafting the Public Transit Plan, the consultant team will need to provide an outline of the report to be reviewed by staff.

- 6.4 Develop the Public Transit Plan. The consultant team will present the final report to the Planning Board and the Board of Commissioners. Two staff review cycles should be included during the review.

Each task shall be combined and form the basis for a comprehensive report titled “Town of Wake Forest Public Transit Plan,” which clearly defines the Plan’s preferred transit service model and implementation of that service. The Plan will be subjected to multiple reviews, as noted in the task list, and Town staff will advise the consultant of needed changes. When the changes are finalized, the consultant will be advised to produce a draft for presentation to the Board of Commissioners and the Planning Board. Staff will review the draft presentations and advise the consultant of any needed changes. Following the presentation(s), additional review cycles may be necessary to incorporate any recommended changes.

Media and File Formats

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

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

IV. Content and Format of Qualification Package

A selection committee will evaluate the submittals and may elect to select the most qualified firm based on the responses as submitted or elect to conduct interviews with multiple firms prior to recommending a firm.

The submission shall be a maximum of 25 pages front and back or 50 pages single-sided. Only digital Work Samples, which are excluded from the page limit, will be accepted. Submittals shall include the following:

Letter of Interest:

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

- The name and address of the prime consultant and the state in which it is incorporated and chiefly located.
- The name and address of each sub-consultant and the state in which each entity is incorporated and chiefly located if a sub-consultant is part of the team.
- A brief description of the proposer (prime and sub-consultants, if applicable), and its interest in performing the required professional services.
- The name, address, phone, and e-mail address of the designated contact for the proposer (prime consultant).

- A statement indicating any judgments against the proposer (prime, sub-consultants, and third-party consultants) within the last five (5) years, or pending litigation, related to professional conduct or services.
- All addenda to the RFQ document (each addendum must be identified), if applicable.
- Signature of a duly authorized official of the consultant firm or other person fully authorized to act on behalf of the firm or team.

Firm and Staff Qualifications:

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

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

Project Approach:

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

Work Samples:

The submission shall include three recent work samples of public transit plans prepared for jurisdictions comparable to the Town in terms of existing transit service, transit needs, and demographics. These examples should showcase the graphic communication skills of the project team. Work samples must show graphics and layout that can be performed by the consultant team listed in the proposal.

V. Submittal Process Details

Firm selection will be based on the letter of interest, firm and staff qualifications, project approach, anticipated schedule, and work samples related to preparing transit plans for compatible jurisdictions.

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

VI. Questions and Clarifications

All questions shall be submitted to Dylan Bruchhaus, Planner II, via email (dbruchhaus@wakeforestnc.gov), no later than 1:00 p.m. on Thursday, July 22, 2022. Questions submitted later than this deadline will not be considered. An addendum with questions and answers, if necessary, will be published on the Town website by 5:00 p.m. on Monday, July 25, 2022.

VII. Statement of Qualifications Submittal

The deadline for firms submitting qualifications is 2:00 p.m. on Friday, July 29, 2022. No submissions or supporting documents will be accepted after this deadline. Submittals may be emailed to dbruchhaus@wakeforestnc.gov or delivered to:

Physical Acceptance Location

**Town of Wake Forest Town Hall
Attn: Dylan Bruchhaus, Planner II
301 South Brooks Street, Ground Floor
Wake Forest, NC 27587-2901**

Mailing Address

**Town of Wake Forest Town Hall
Attn: Dylan Bruchhaus, Planner II
301 South Brooks Street
Wake Forest, NC 27587-2901**

Submittal packages should be enclosed in a sealed envelope marked **REQUEST FOR QUALIFICATIONS – WAKE FOREST PUBLIC TRANSIT PLAN** to the attention of Dylan Bruchhaus, Planner II. All proposal packages and materials submitted hereunder become the exclusive property of the Town of Wake Forest.

VIII. Anticipated Schedule

- 07/29/2022: Submission deadline
- 08/03/2022 – 08/10/2022: Selection committee review of submittals

- 08/11/2022 – 08/16/2021: Virtual interviews conducted with selected consultants, if necessary
- 08/17/2022: Highest ranked firm notified
- 09/16/2022: Contract finalized, and non-selected firms notified
- 09/19/2022: Project commences

IX. Selection Process

This RFQ provides information necessary to prepare and submit qualifications for consideration and ranking by the Town. It is the intent of the Town to appoint a selection committee to review the submitted Statements of Qualifications. This committee will review each qualification submittal and rank the submittal based on the criteria requirements specified within this RFQ. The Town may invite firms for interviews, but this is not a required step in the selection process. At the conclusion of the interviews (if held), the selection committee will rank the firms based on the selection criteria and the interviews. The Town will provide written notification to all firms regarding final selection by September 16, 2022.

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

X. Evaluation Criteria

1. Qualifications of the Firm: Outline and specify the qualifications of the firm to provide the requested services as outlined in the scope of work. This shall include any sub-consultants that may be part of the team, if applicable. (20%)
1. Overall Qualifications of the Project Manager and Project Team: Clear identification of the project manager and team personnel that will be assigned to the project. This section shall include the demonstrated project management and quality control methods employed by the team. (20%)
2. Project Approach and Project Understanding: Preference shall be afforded to those firms that, in the opinion of the Town, will be able to adequately respond to requests for consultation meetings or project administration requirements, and firms having a detailed understanding of the project requirements. (35%)
3. Graphic Communication Skills: Work samples showcase an excellent use of graphics, charts, maps, etc. that easily and aesthetically communicate the technical report. (10%)
4. Relevant Experience. (15%)

APPENDIX A

I. General Contract Terms and Conditions

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

II. Conflict of Interest Statement:

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

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

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

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

III. Changes in Personnel:

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

IV. Americans with Disabilities Act (ADA) Compliance:

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

V. Minority/Women/Small Business Enterprise:

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

VI. Nondiscrimination Policy:

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.

VII. Insurance and Indemnity Requirements:

To the extent permitted by law, the Consultant 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.

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

- **Automobile:** Bodily injury and property damage liability covering all owned, non-owned, and hired automobiles for limits of not less than \$1,000,000 each person/\$1,000,000 each occurrence.
- **Comprehensive General Liability:** Bodily injury and property damage liability insurance shall protect the Consultant from claim of bodily injury or property damage which arises from operations of this contract. The amounts of such insurance shall not be less than \$1,000,000 bodily injury and property damage liability each occurrence/aggregate. This insurance shall include coverage for product/completed operations and contractual liability

assumed under the indemnity provision of this contract. The Town of Wake Forest shall be listed as an "Additional Insured".

- Consultant's Professional Liability: In a limit of not less than \$1,000,000.
- Workers' Compensation and Occupational Disease Insurance:
 - Coverage A – Worker's Compensation: Meeting the statutory requirements of the State of North Carolina.
 - Coverage B – Employer's Liability: \$1,000,000 each accident / \$1,000,000 disease – each employee / \$1,000,000 disease – policy limits.

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

VIII. Notifications

Public Records Notice:

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

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

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

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

Addenda Notice:

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



Board of Commissioners Agenda Item Report

Agenda Item No.: 2021-596-
Submitted by: Patrick Reidy
Submitting Department: Planning
Meeting Date: September 20, 2022

SUBJECT

Consideration of Amended Ordinance (ORD 2022-24) with Associated Consistency Statement for LEGISLATIVE CASE RZ-21-09, Hawthorne Wake Forest Phase 2, a rezoning filed by Evolve Companies to rezone 5.83± acres located at 0 Star Road, being Wake County Tax PIN 1739662623, from Highway Business (HB) to General Residential 10 Conditional District (GR10-CD).

Recommendation:

Item Summary:

ATTACHMENTS

- [BOC Agenda Summary RZ-21-09 - Consistency Statement.pdf](#)
- [Ordinance RZ-21-09 Hawthorne Wake Forest Phase 2.docx](#)
- [Exhibit 1 - Legal Description.pdf](#)
- [Exhibit 2 - Consistency Statement RZ-21-09 - Approval.pdf](#)
- [Exhibit 3 - Proposed Conditional District Plan.pdf](#)

Agenda Item: Consideration of Amended Ordinance (ORD 2022-24) with Associated Consistency Statement for LEGISLATIVE CASE RZ-21-09, Hawthorne Wake Forest Phase 2, a rezoning filed by Evolve Companies to rezone 5.83± acres located at 0 Star Road, being Wake County Tax PIN 1739662623, from Highway Business (HB) to General Residential 10 Conditional District (GR10-CD).

Summary: The Planning Department recommended denial of the proposed rezoning request due to inconsistency with the Community Plan. A public comment session was held at the June 14, 2022 Planning Board meeting. The Planning Board voted 5-1 to find the request inconsistent with the Community Plan and recommended denial of the zoning map amendment (rezoning) request. The public hearing was held on September 6, 2022. The Board of Commissioners found the request inconsistent with the Community Plan, but reasonable and in the public interest and voted 3-2 to approve the rezoning request. A consistency statement was not available at the September 6th meeting, therefore the Board of Commissioners must vote to readopt Ordinance 2022-24, which references the required consistency statement.

Attachments: Ordinance
Exhibit 1 – Legal Description
Exhibit 2 – Consistency Statement
Exhibit 3 – Proposed Conditional District Plan

ORDINANCE 2022-24 (AMENDED)

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

RZ-21-09, HAWTHORNE WAKE FOREST PHASE 2

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

WHEREAS, the Planning Board held a public comment session on June 14, 2022 and the Board of Commissioners held a public hearing on September 6, 2022; and

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

WHEREAS, the Planning Board submitted its recommendation to the Board of Commissioners recommending disapproval of said application that was generally inconsistent with the Comprehensive Plan for the lands hereinafter described, all in accordance with the requirements of the Town of Wake Forest Unified Development Ordinance and the provisions of Chapter 160D, Article 6, of the North Carolina General Statutes;

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

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

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

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

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

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

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

find the zoning map amendment request inconsistent with the Community Plan, but is reasonable and is in the interest of the public and attached as Exhibit 2.

Section 7: The “Rezoned Lands” shall be perpetually bound to the conditions imposed including the uses authorized, unless subsequently changed or amended as provided for in the Unified Development Ordinance.

Adopted and effective this the 20th day of September 2022.

Vivian A. Jones
Mayor

ATTEST:

APPROVED AS TO FORM:

Theresa Savary
Town Clerk

Hassan Kingsberry
Town Attorney

Legal Description

Parcel Area Lot 1-B

beginning at an Existing Iron Pipe located in the Eastern Right of Way of Star Road, Said Existing Iron Pipe being located N 05°30'27" E a distance of 4,524.43' of NCGS "Darch" having Grid Coordinates of N(y) 795,403.468' E(x) 2,135,236.123', thence along said Right of Way with a curve turning to the right with an arc length of 451.41', with a radius of 9249.30', with a chord bearing of N 17°59'46" E, with a chord length of 451.37' to an Existing Iron Pipe; thence leaving said Right of Way with a curve turning to the right with an arc length of 39.59', with a radius of 25.00', with a chord bearing of N 64°45'22" E, with a chord length of 35.58'; thence S 69°52'54" E a distance of 179.28'; thence with a curve turning to the right with an arc length of 25.49', with a radius of 25.00', with a chord bearing of S 40°40'33" E, with a chord length of 24.40'; thence with a reverse curve turning to the left with an arc length of 163.12', with a radius of 80.00', with a chord bearing of S 69°52'54" E, with a chord length of 136.29'; thence with a reverse curve turning to the right with an arc length of 25.49', with a radius of 25.00', with a chord bearing of N 80°54'45" E, with a chord length of 24.40'; thence S 69°52'54" E a distance of 415.76'; thence with a curve turning to the right with an arc length of 94.73', with a radius of 170.00', with a chord bearing of S 53°55'04" E, with a chord length of 93.51'; thence with a compound curve turning to the right with an arc length of 80.95', with a radius of 170.00', with a chord bearing of S 24°18'44" E, with a chord length of 80.19'; thence S 10°40'13" E a distance of 263.91'; thence S 79°19'49" W a distance of 101.03'; thence N 03°55'58" E a distance of 71.05'; thence N 09°00'29" W a distance of 61.05'; thence N 26°36'55" W a distance of 36.12'; thence N 15°11'07" W a distance of 45.40'; thence N 08°10'24" E a distance of 33.69'; thence N 07°32'44" W a distance of 51.11'; thence N 17°20'41" W a distance of 60.10'; thence S 80°37'57" W a distance of 703.67'; thence S 88°18'25" W a distance of 209.71'; which is the point of beginning, having an area of 254011.6 square feet, 5.831 acres

Area inside R/W Star Road

beginning at an Existing Iron Pipe located in the Eastern Right of Way of Star Road, Said Existing Iron Pipe being located N 05°30'27" E a distance of 4,524.43' of NCGS "Darch" having Grid Coordinates of N(y) 795,403.468' E(x) 2,135,236.123', thence S 88°18'25" W a distance of 63.17' to a point in the right of way of Capital Blvd., thence along said right of way along a curve to the right with an arc length of 474.17, a radius of 9,309.30', a chord bearing of N 17°56'06" E and a chord length of 474.12', thence S 70°36'21" E and a distance of 60.00' to an existing iron pipe, thence along said Right of Way with a curve turning to the right with an arc length of 451.41', with a radius of 9249.30', with a chord bearing of S 17°59'46" W, with a chord length of 451.37' to an Existing Iron Pipe which is the point of beginning, having an area of 27,768 square feet, 0.637 acres

I, L. JORDAN PARKER, JR. CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY PERFORMED UNDER MY SUPERVISION FROM REFERENCES AS NOTED HERE ON. THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION SHOWN IN THE REFERENCES, THAT THE RANGE OF PRECISION OR POSITIONAL ACCURACY AS CLAIMED IS GREATER THAN 1:10000. THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-130 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL

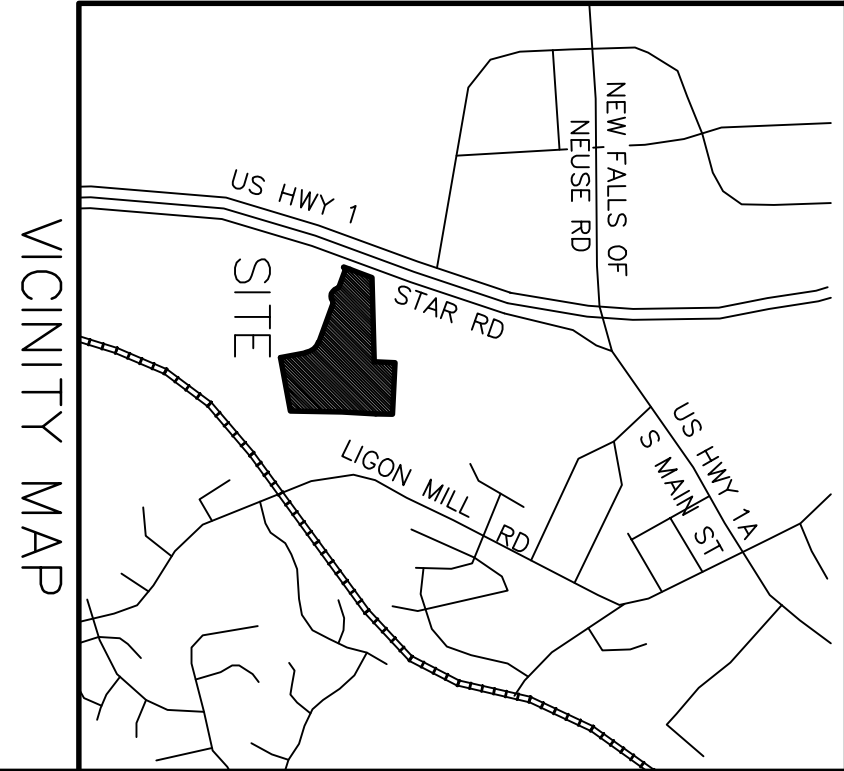
THIS DAY OF MAY 2021
PRELIMINARY
PROFESSIONAL LAND SURVEYOR LICENSE NUMBER L-4685
FOR REVIEW PURPOSES ONLY

THAT THE SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY, OR OTHER EXCEPTION OR EXCEPTION TO THE DEFINITION OF SUBDIVISION.

PROFESSIONAL LAND SURVEYOR LICENSE NUMBER L-4685

LINE TABLE			CURVE TABLE		
LINE	BEARING	DISTANCE	CURVE	ARC LENGTH	RADIUS
L-1	S 79°19'49" W	101.03'	C-1	451.41'	9249.30'
L-2	N 03°35'58" E	71.05'	C-2	39.59'	25.00'
L-3	N 09°00'29" W	61.05'	C-3	25.49'	25.00'
L-4	N 26°36'55" W	36.12'	C-4	163.12'	80.00'
L-5	N 15°11'07" W	45.40'	C-5	25.49'	25.00'
L-6	N 08°10'24" E	33.69'	C-6	94.73'	170.00'
L-7	N 07°32'44" W	51.11'	C-7	80.95'	170.00'
L-8	N 17°20'41" W	60.10'	C-8	474.17'	9309.30'
L-9	S 88°18'25" W	209.71'			
L-10	S 88°18'25" W	63.17'			
L-11	S 70°36'21" E	60.00'			

CURVE TABLE			CHORD BEARING		
CURVE	ARC LENGTH	RADIUS	CHORD LENGTH	CHORD BEARING	
C-1	451.41'	9249.30'	451.37'	N 17°59'46" E	
C-2	39.59'	25.00'	35.58'	N 64°45'22" E	
C-3	25.49'	25.00'	24.40'	S 40°40'33" E	
C-4	163.12'	80.00'	136.29'	S 69°52'54" E	
C-5	25.49'	25.00'	24.40'	N 80°54'45" E	
C-6	94.73'	170.00'	93.51'	S 53°55'04" E	
C-7	80.95'	170.00'	80.19'	S 24°18'44" E	
C-8	474.17'	9309.30'	474.12'	N 17°56'06" E	



FLOOD HAZARD STATEMENT
THE SUBJECT PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD ZONE. IT IS LOCATED IN ZONE "X" AS DEFINED BY F.I.R.M. COMMUNITY PANEL NUMBER 3720-1739-00J WITH AN EFFECTIVE DATE OF MAY 2, 2006.

NOTES:

- AREA COMPUTED BY COORDINATE METHOD
- THIS PROPERTY MAY BE SUBJECT TO NEUSE RIVER RIPARIAN BUFFER RULES.
- CALL N.C. DIVISION OF WATER QUALITY TO VERIFY (919-791-4200).
- NO BUILDINGS EXISTING ON THE SURVEYED PROPERTY.

SITE DATA TABLE

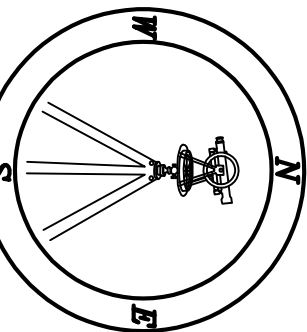
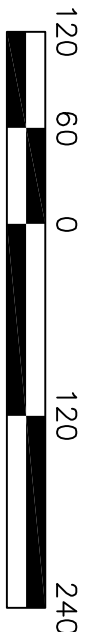
TOTAL LOT AREA - 5.831 AC.
TOTAL R/W AREA IN STAR ROAD - 0.637 AC.
TOTAL AREA TO BE REZONED - 6.468 AC.

LAND SURVEYOR/CONTACT
CAWTHORNE, MOSS & PANCIERA, PC
L. JORDAN PARKER, PLS
333 S. WHITE STREET
WAKE FOREST, NC 27587
(919) 556-3148
JORDAN@CMPPLS.COM

REZONING PLAT FOR
FOREST GREENERY GROUP, LLC
STAR ROAD

REF: D.B. 17305 PAGE 2127
REF: B.M. 2016 PAGE 1134
TOWN OF WAKE FOREST
WAKE COUNTY, NORTH CAROLINA
CURRENT ZONING HB

SCALE 1"=120'
JUNE 1, 2022



LINE TYPE LEGEND	
—————	PROPERTY LINE - LINE SURVEYED
—————	ADJOINING LINE - LINE NOT SURVEYED
—————	OVERHEAD LINE - LINE NOT SURVEYED
—————	BUILDING SETBACK
—————	ESSENTIAL
—————	BUFFER
—————	FLOOD HAZARD SOILS

CAWTHORNE, MOSS & PANCIERA, P.C. PROFESSIONAL LAND SURVEYORS, C-1525, 333 S. WHITE STREET, P.O. BOX 1253, WAKE FOREST N.C., 27588, (919) 556-3148

Consistency Statement of the Wake Forest Board of Commissioners Pursuant to G.S. 160D-605 Addressing Action on Zoning Map Amendment RZ-21-09: Hawthorne Wake Forest Phase 2 Conditional District

The Wake Forest Board of Commissioners finds that RZ-21-09 is inconsistent with the Wake Forest Community Plan, but that the rezoning request is reasonable and in the public interest for the following reason:

1. The proposed zoning district is consistent with the zoning district of adjacent and nearby properties and is consistent with the existing Special Highway Overlay District.

HAWTHORNE AT THE FOREST -- APARTMENT SITE -- REZONING PACKAGE

TOWN OF WAKE FOREST, WAKE COUNTY, NORTH CAROLINA

General Notes:

1. All construction shall be in accordance with applicable municipality standards, specifications, and details. Work in this project shall also conform to these plans, the latest editions of the North Carolina Department of Transportation (NCDOT) Road and Bridge Specifications, the Road and Bridge Standards, the North Carolina Erosion and Sediment Control Handbook, the North Carolina Erosion and Sediment Control Regulations, the final geotechnical report, and General Design Standard. In the event of conflict between any of these standards, specifications, or plans, the most stringent shall govern.
2. The contractor shall be solely responsible for trench safety during all phases of construction.
3. The location and size of existing utilities as shown is approximate only. The contractor is responsible for horizontally and vertically locating and protecting all public or private utilities that lie in or adjacent to the construction site. The Contractor is fully responsible for notifying all utility owners in accordance with NC General Statute - Chapter 87, Article 8, The Underground Damage Prevention Act.
4. The contractor shall salvage and protect all existing power poles, signs, manholes, telephone users, water valves, etc. during all construction phases. The contractor shall repair, at his own expense, any existing utilities damaged during construction.
5. Traffic control on public streets shall be in conformance with the traffic control plan, the "Manual of Uniform Traffic Control Devices," and as further directed by City and State Inspectors.
6. Any discrepancies found between the drawings and specifications and site conditions or any inconsistencies or ambiguities in drawings or specifications shall be immediately reported to the engineer, in writing, who shall promptly address such inconsistencies or ambiguities. Work done by the Contractor after his discovery of such discrepancies, inconsistencies, or ambiguities shall be done at the contractor's risk.
7. A Pre-Construction Conference shall be held prior to the start of construction. The contractor shall arrange the meeting with Town of Wake Forest Engineering Department.
8. Contractor is responsible for verifying all required permits and approvals prior to commencing construction.
9. All areas shall be graded for positive drainage, and as shown on these plans. The contractor shall maintain adequate site drainage during all phases of construction. The contractor shall use silt fences (or other methods approved by the engineer and applicable municipality) as required to prevent silt and construction debris from flowing onto adjacent properties. Contractor shall comply with all applicable federal, state, or local erosion, conservation, and siltation ordinances. Contractor shall remove all temporary erosion control devices upon completion of permanent drainage facilities and the establishment of a stand of grass or other growth to prevent erosion and with approval of the erosion control inspector.
10. The Contractor shall clear and grub the site and place, compact, and moisture condition all fill per the project geotechnical engineer's specifications. The fill material to be used shall be approved by the Geotechnical Engineer prior to placement.
11. Materials used to construction embankments for any purpose, backfill around drainage structures, or in utility trenches for any other depression requiring fill or backfill shall be compacted to 95% of maximum density as determined by the modified proctor test as set out in ASTM Standard D-968. The contractor shall, prior to any operations involving filling or backfilling, submit the results of the proctor test together with a certification that the soil tested is representative of the materials to be used on the project. Tests shall be conducted by a certified materials testing laboratory and the certifications made by a licensed professional engineer representing the laboratory.
12. Proposed contours and gutter gradients are approximate. Proposed spot elevations and roadway profiles/super-elevations/typical sections are to be used in case of discrepancy.
13. The contractor shall verify and coordinate all dimensions shown, including the horizontal and vertical location of curb inlets and grate inlets and all utilities crossing the storm sewer.
14. All distances shown represent horizontal ground distances.
15. Rim elevations are given as top of curb for Catch Basins, top of grate for Drop Inlets, and top of cover for Junction Boxes.
16. Storm Sewer (RCP) shall be constructed to the following classes (unless otherwise noted):
Cover less than 10 feet - Class C or D bedding, Class III walls
Cover 10 feet to 15 feet - Class B bedding, Class III walls
Cover greater than 15 feet - Class B bedding Class IV walls
17. All curb joints shall extend through the curb. Minimum length of offset joints at radius points is 1.5 feet. All joints shall be sealed with joint sealant.
18. All handicap ramping, striping, and pavement markings shall conform to ADA requirements and the "North Carolina State Building Code, Vol. 1-C Accessibility Code."
19. Existing Water and sewer main/service sizes to the property are to be verified by the contractor prior to the start of construction. The project engineer has attempted to verify sizes from relevant plans, however, exact size/dimension can only be determined from field exposure of the relevant line.
20. Before starting any construction or improvements within any City or NCDOT street or highway Right-of-Way, the following procedures should be undertaken: City Right-of-Way>Contact local authority's traffic engineering department for information on detours, open cutting of streets or for any construction within Right-of-Way, NCDOT Right-of-Way - contact project engineers and obtain all permits and encroachments (cross-check plans with special provisions, keep copies on construction site, also contact NCDOT District Office 24 hours in advance before placing curb and gutter).
21. No portion of the subject property is in a special flood hazard area per map number 3720173900J. (Effective Date May 2nd, 2006). Said map was downloaded on 07-10-2012 from the following website: "WWW.NCLOODMAPS.COM"

Sanitary Sewer

1. Minimum ground cover of 3'-0" to be provided for all Sanitary Sewer Collection lines 4" and larger in non-traffic areas. If minimum cover is not provided, ferrous pipe shall be used.
2. Minimum cover of 5'-0" in traffic areas to be provided for all collection lines 4" and larger. If less than 5'-0", ductile iron pipe shall be required in Class 1 bedding (minimum cover shall be no less than 3'-0").
3. Minimum slope for 4" and 6" Sanitary Sewer collection lines shall be no less than 1.0% with cleanouts every 75 linear feet.
4. Maintain 24" vertical separation from storm sewer or ferrous pipe shall be used for the sanitary sewer. Also maintain 10 feet horizontal separation and 18" vertical separation under water mains or ferrous pipe shall be used.

Potable Water

1. Water main to be installed at a depth with a minimum cover of 48", with 18" vertical clearance minimum (separation must be over sanitary sewer) from other underground utilities and 10 feet horizontal clearance from sanitary sewer mains.
2. Pressure reducing valves shall be provided if pressure is in excess of 80 psi.
3. Gate valves shall be installed on each main line branch (3 per tee, 4 per cross).

General Utility

1. All water and sewer mains within public easements and Rights-of-Way to be owned, operated, and maintained by the public authority.
2. All construction to be of the local authority standards and specifications.
3. All Underground utilities are approximately located. Actual location and depth to be confirmed in field prior to construction.

BICYCLE PARKING TABULATION CHART

- NUMBER OF BUILDINGS: 2

- BICYCLE SPACES REQUIRED: 3 SPACES
(1/40 PARKING SPACES PROVIDED)

BICYCLE SPACES PROVIDED: 8 (CLASS 3, ALL COVERED)

Site Data Table

1. Site Address: 0 Star Road
2. Wake County PIN 1739-66-2623
3. Wake County Deek Reference: Deed Book 17305 Page 2127
4. Wake County Plat Reference: Book of Maps 2016 Page 1134
5. Existing Zoning (Town of Wake Forest): HB
6. Proposed Zoning (Town of Wake Forest): GR-10
7. Proposed Land Use: Multi Family Apartments
8. Total Parent Tract B: 6.025 Ac. (Phase 2)
9. O/S Required (15% of Parent) 0.90 Ac.
Total O/S Provided: 0.00 Ac.

Phase 1 contains 2.10 Ac. excess open space over what is required.

Active O/S Required: 0.45 Ac.
(50% of Required O/S)

Active O/S Provided: 0.00 Ac.

Phase 1 contains 1.06 Ac. excess active open space over what is required.

10. Total Number of Proposed Buildings: 2
11. Total Number of Units Proposed: 56
Proposed Density: 9.29 Units /Acre.
12. Proposed Maximum Building Height: 43' — 3 Stories
13. Building Setbacks: Front: 30', Rear: 25', Side: 10'
14. Proposed Impervious Surface of Site: 30.6%

ZONING CONDITIONS REQUEST

Site seeks exemption from open space requirements given Phase 1 Hawthorne at the Forest contains excess active and passive open space. The excess open space meets the minimum requirements for Phase 2. Residents of the apartments in Phase 2 shall have full access to all open space ammenities in Phase 1.



VICINITY MAP
1" = 300'

This note shall apply to each and every sheet in this set.

The Engineer does not guarantee that all existing facilities such as pipelines, electrical lines, conduit, telephone cable, service connections, or other facilities are shown on this plan. It shall be the Contractor's responsibility to have all utilities located by their respective owners prior to construction. The Contractor is fully responsible for notifying all utility owners in accordance with NC General Statute - Chapter 87, Article 8, The Underground Damage Prevention Act.

Developer:
Evolve Companies
2012 Eastwood Road
Wilmington, NC 28403
Matt Rogers,
Managing Member
T: (919) 455-1051

Owner:
Hawthorne at Wakefield
Apartments, LLC
806 Green Valley Road
Suite 311
Greensboro NC, 27408
Scott Fields,
Managing Member
T: (919) 201-3023

ATTENTION CONTRACTORS

The Construction Contractor responsible for the extension of water, sewer, and/or reuse, as approved in these plans, is responsible for contacting the Public Works Department at (919) 831-6810, and the Public Utilities Department at (919) 857-4540 at least twenty-four hours prior to beginning any of their construction.

Failure to notify both City Departments in advance of beginning construction, will result in the issuance of monetary fines, and require reinstallation of any water or sewer facilities not inspected as a result of this notification failure.

Failure to call for inspection, install a Downstream Plug, have Permitted Plans on the Jobsite, or any other Violation of City of Raleigh Standards will result in a Fine and Possible Exclosure from future work in the City of Raleigh.

ALL PUBLIC FACILITIES, INCLUDING UTILITIES, SIDEWALKS, AND HANDICAP RAMPS ARE TO BE CONSTRUCTED ON ALL STREETS AS SPECIFIED BY TOWN STANDARDS. THESE FACILITIES HAVE BEEN APPROVED BY THE TOWN OF WAKE FOREST AND SHALL BE SO INSTALLED UNLESS A CHANGE IS APPROVED BY THE TOWN OF WAKE FOREST.

REVIEW ENGINEER DISCLAIMER

EXECUTION OF THIS CONSTRUCTION PLAT BY THE REVIEW ENGINEER FOR THE TOWN OF WAKE FOREST IN NO WAY LIMITS THE RESPONSIBILITY OF THE OWNER AND ENGINEER OF RECORD WITH REGARD TO COMPLIANCE WITH ALL FEDERAL, STATE, AND LOCAL STANDARDS AND/OR CONDITIONS.

RECOMMENDATION FOR APPROVAL
BY THE WAKE FOREST
PLANNING AND ZONING BOARD

DATE _____

APPROVAL BY THE
WAKE FOREST BOARD
OF COMMISSIONERS

DATE _____

HAWTHORNE AT THE FOREST PHASE II - APARTMENT SITE

DEVELOPER:
EVOLVE COMPANIES
2012 EASTWOOD ROAD
WILMINGTON, NC 28403

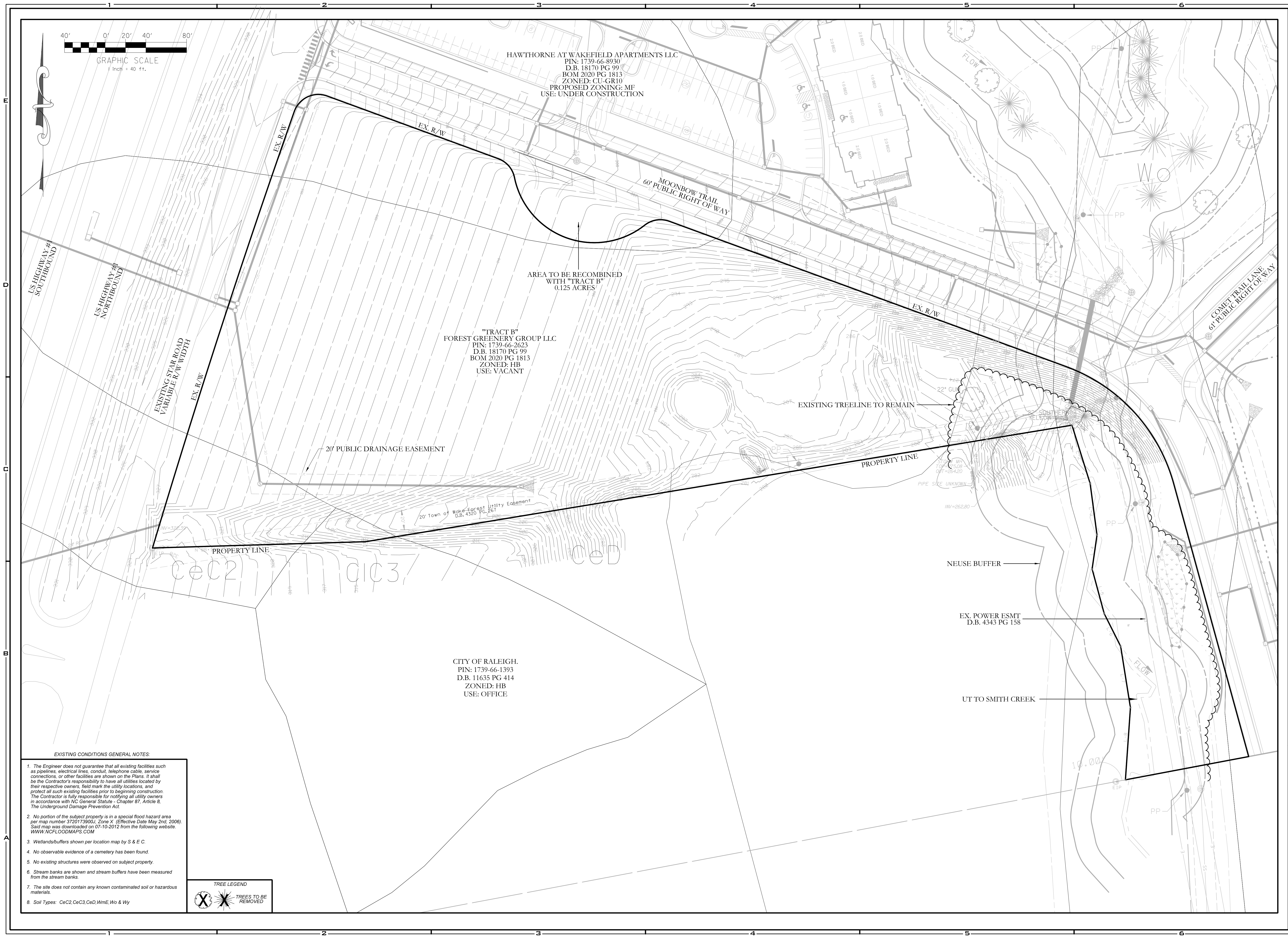
NV5
NV5 ENGINEERS & CONSULTANTS, INC.
6750 TRYON ROAD
CARY, NC 27518
P: 919.951.1912
www.NV5.com
NC License # F1333
Formerly G&N Engineers & Consultants

NO.	DATE	REVISIONS		REMARKS	
		1ST SUBMITTAL	2ND SUBMITTAL		
1.	2021-09-30				
2.	2021-12-03				
3.					
4.					

PROJECT NO: 2010030.01	
DRAWN BY: DFB	
DWG. CHECKED BY: PCP	
SCALE: SEE PLAN	
DATE: OCT. 1ST 2021	

COVER

C-000



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HAWTHORNE AT THE FOREST

PHASE II - APARTMENT SITE

DEVELOPER:
EVOLVE COMPANIES
2012 EASTWOOD ROAD
WILMINGTON, NC 28403

REVIEWS		REMARKS	
NO.	DATE	1	2
1.	2021-09-30	1ST SUBMITTAL	
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PROJECT NO:

2010030.01

DRAWN BY:

DFB

DWG. CHECKED BY:

PCP

SCALE:

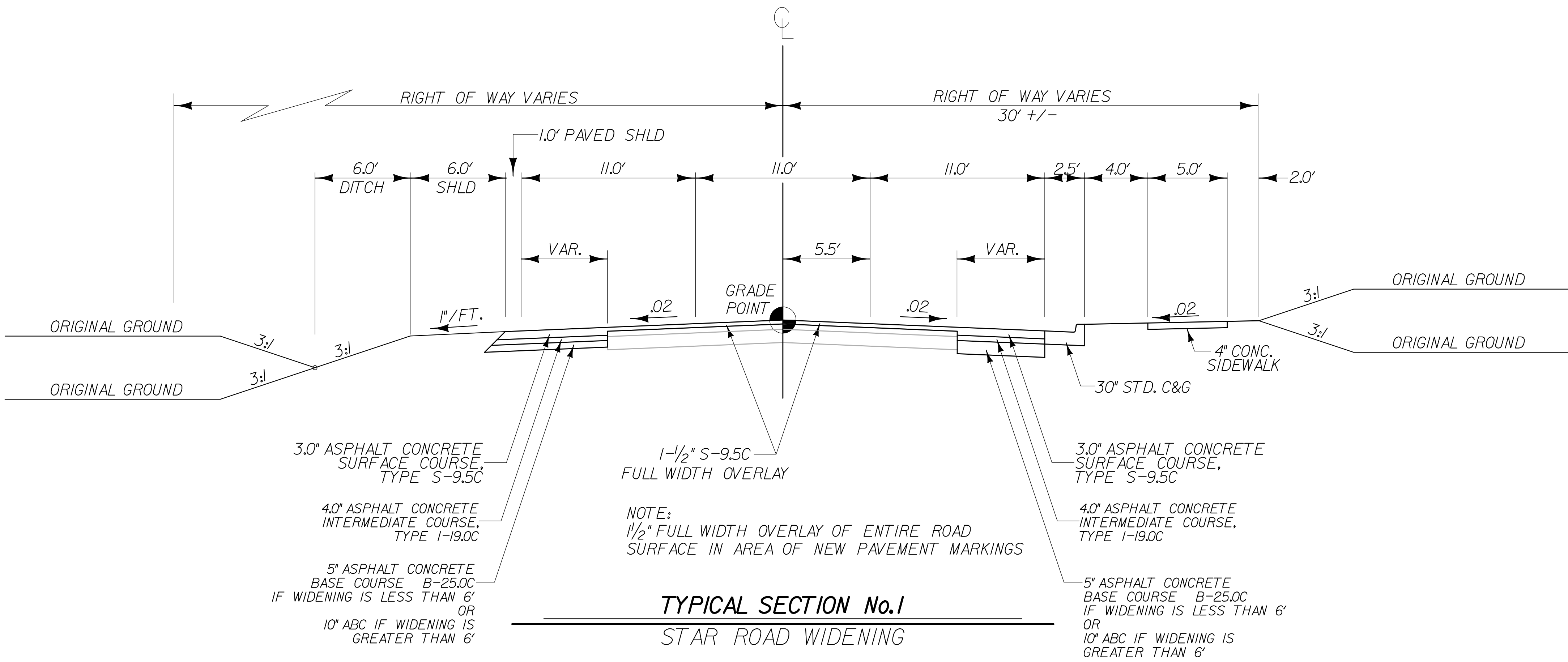
SEE PLAN

DATE:

OCT. 1ST 2021

EXISTING CONDITIONS

C-001



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CARY, NC 27518
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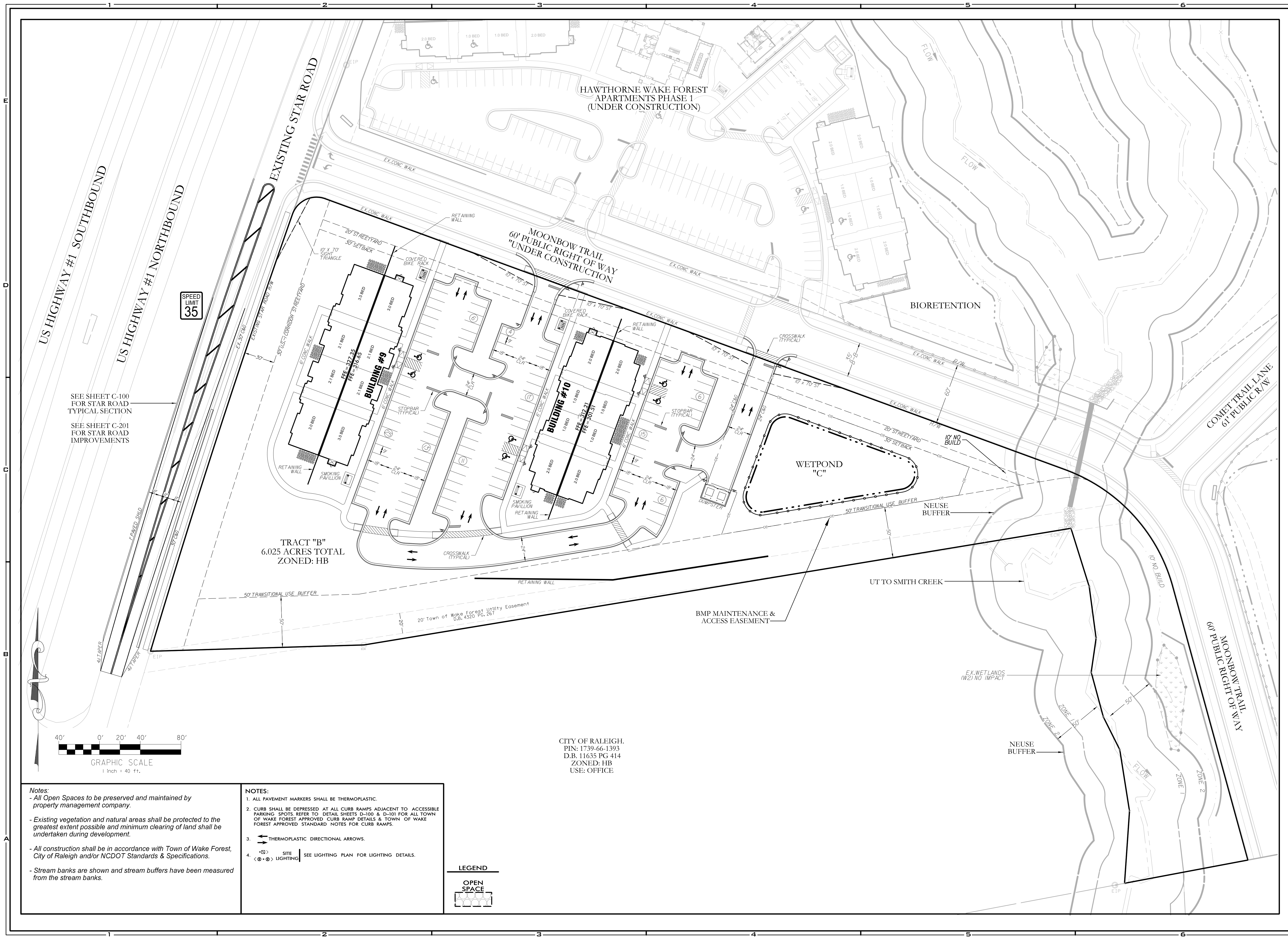
HAWTHORNE AT THE FOREST
PHASE II - APARTMENT SITE

DEVELOPER:
EVOLVE COMPANIES
2012 EASTWOOD ROAD
WILMINGTON, NC 28403

REVISIONS		REMARKS	
NO.	DATE	1ST SUBMITTAL	
1.	2021-09-30		
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3.			
4.			

PROJECT NO:	2010030.01
DRAWN BY:	DFB
DWG. CHECKED BY:	PCP
SCALE:	SEE PLAN
DATE:	OCT. 1ST 2021

TYPICAL SECTIONS
C-100



HAWTHORNE AT THE FOREST
PHASE II - APARTMENT SITE

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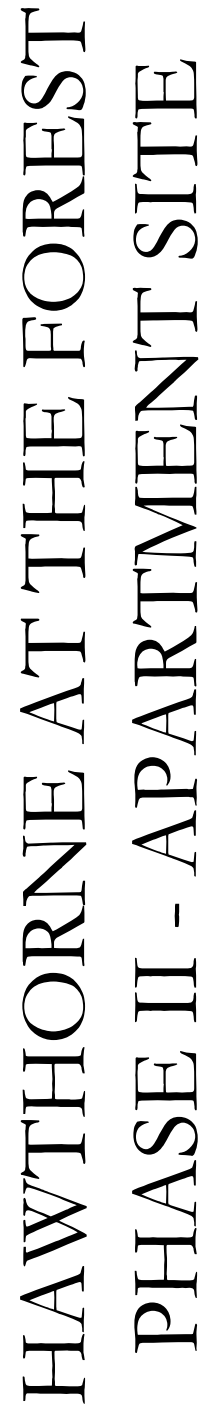
DEVELOPER:
EVOLVE COMPANIES
2012 EASTWOOD ROAD
WILMINGTON, NC 28403

REVISIONS		REMARKS
NO.	DATE	1ST SUBMITTAL
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PROJECT NO: 2010030.01
DRAWN BY: DFB
DWG. CHECKED BY: PCP
SCALE: SEE PLAN
DATE: OCT. 1ST 2021

SITE PLAN

C-200



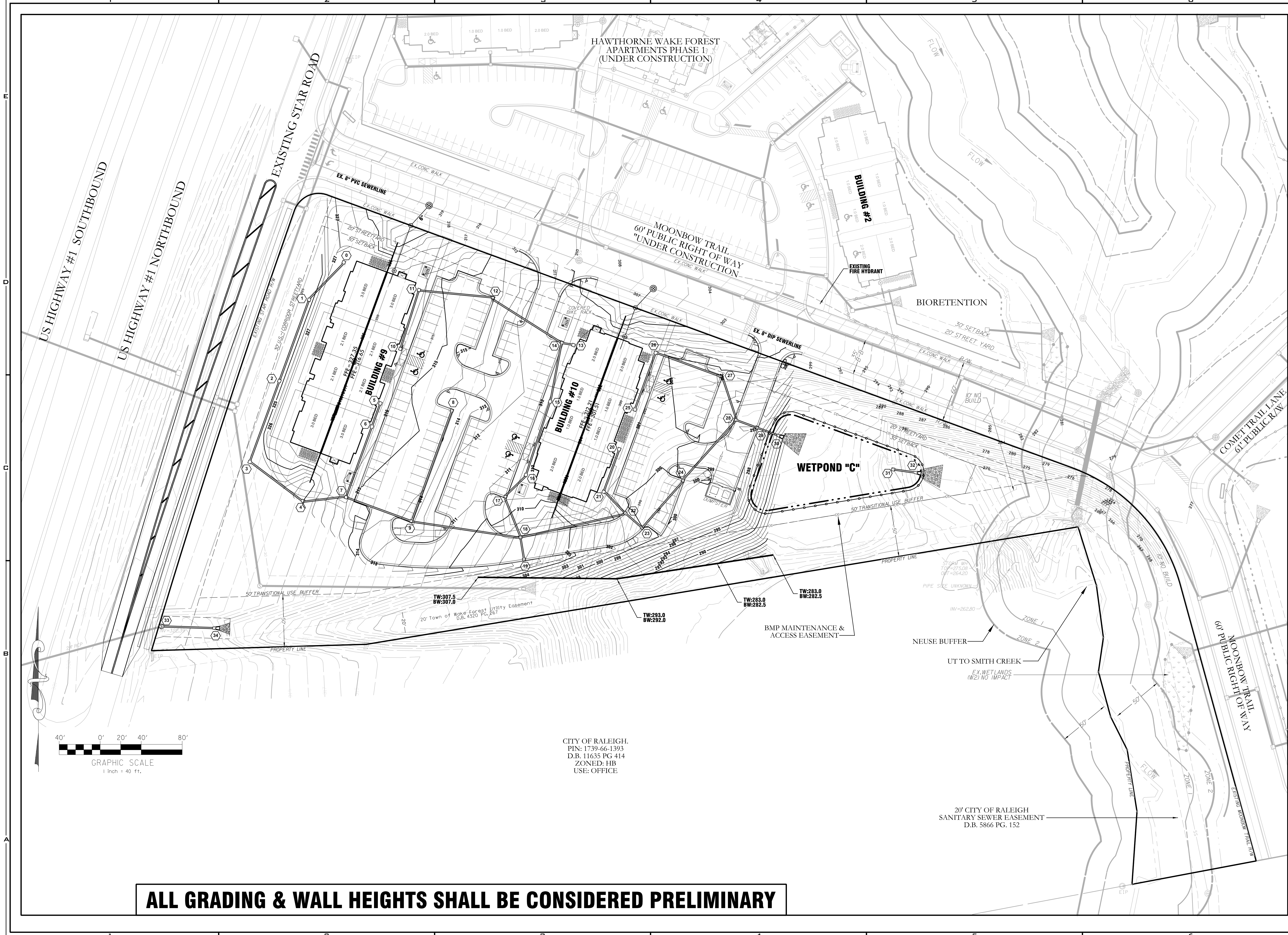
DEVELOPER:
EVOLVE COMPANIES
2012 EASTWOOD ROAD
WILMINGTON, NC 28403

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PROJECT NO:	2010030.01
DRAWN BY:	DFB
DWG. CHECKED BY:	PCP
SCALE:	SEE PLAN
DATE:	OCT. 1ST 2021

UTILITYPLAN

C-300



ALL GRADING & WALL HEIGHTS SHALL BE CONSIDERED PRELIMINARY

CITY OF RALEIGH.
PIN: 1739-66-1393
D.B. 11635 PG 414
ZONED: HB
USE: OFFICE

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 CARY, NC 27518
 P: 919.551.1912
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HAWTHORNE AT THE FOREST

PHASE II - APARTMENT SITE

DEVELOPER:

EVOLVE COMPANIES
 2012 EASTWOOD ROAD
 WILMINGTON, NC 28403

NO.	DATE	REVISIONS
1.	2021-09-30	REMARKS
2.		1ST SUBMITTAL
3.		
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PROJECT NO:

2010030.01

DRAWN BY:

DFB

DWG. CHECKED BY:

PCP

SCALE:

SEE PLAN

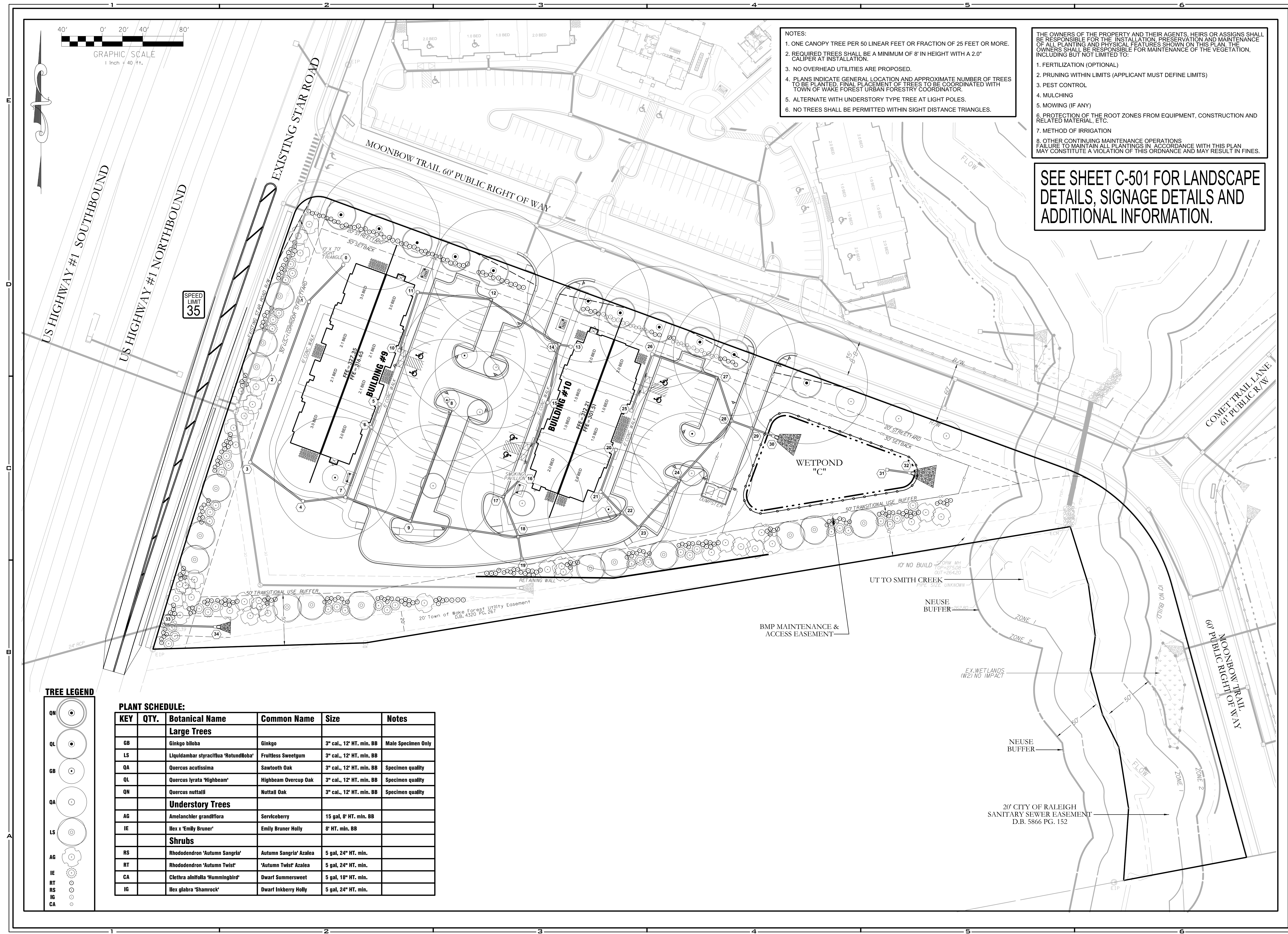
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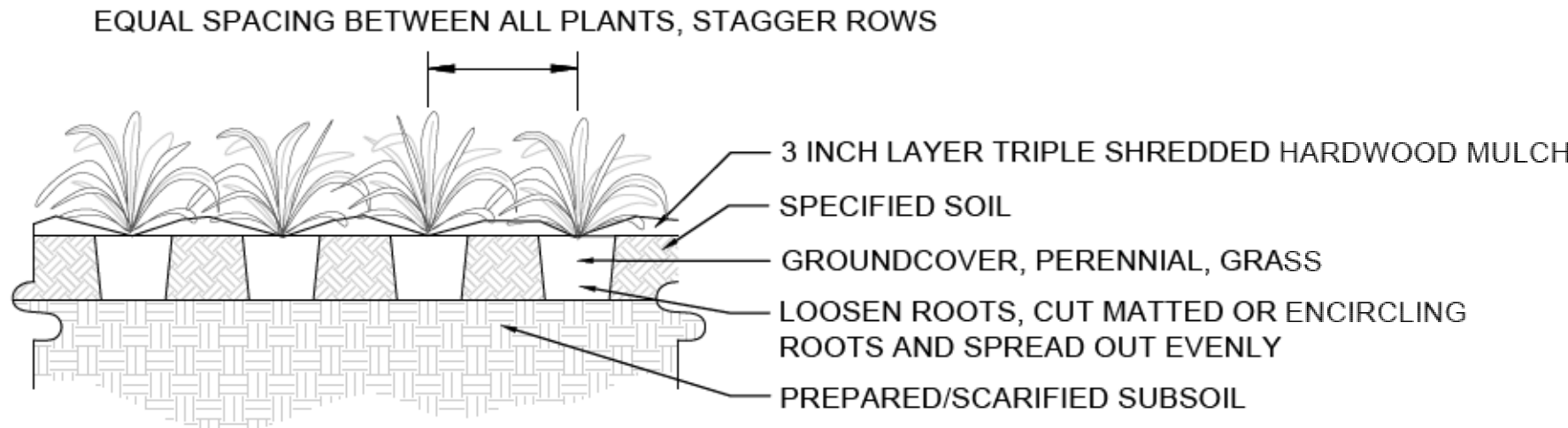
OCT. 1ST 2021

GRADING & DRAINAGE

C-400

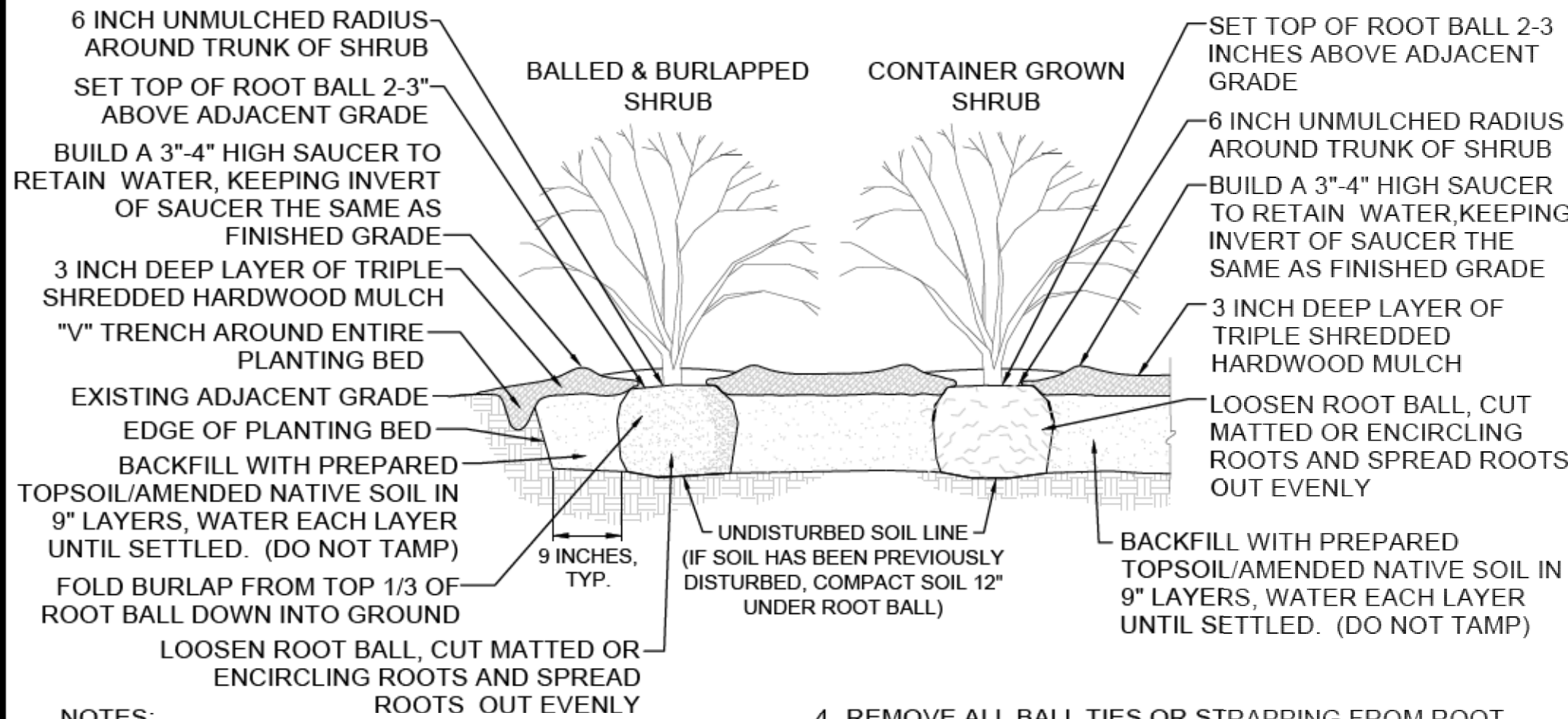
142





GROUNDCOVERS, PERENNIALS, GRASSES

Not to Scale

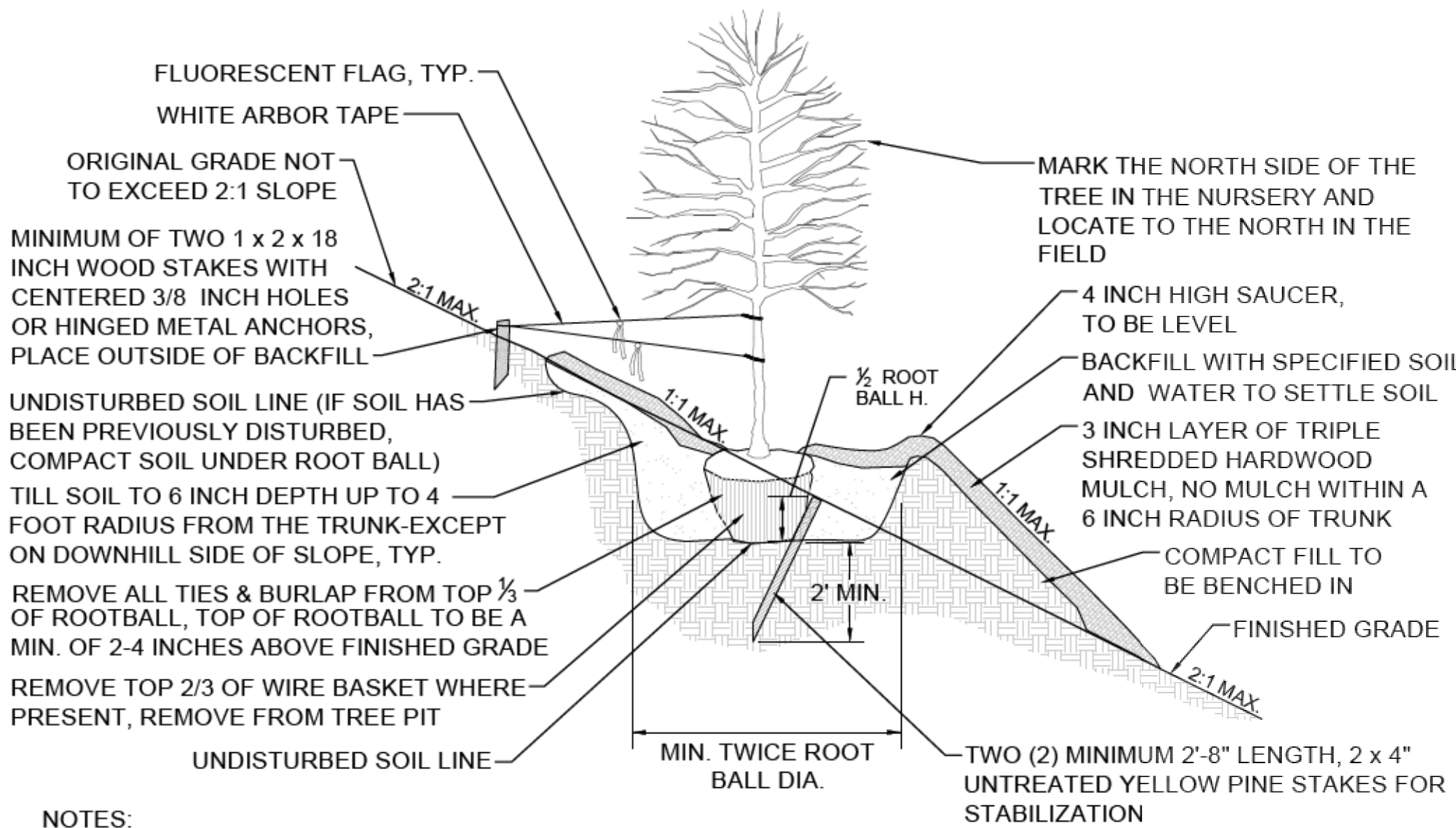


NOTES:

1. SEE SPECIFICATIONS FOR DETAILS ON PLANT BED PREPARATION.
2. DO NOT INSTALL SHRUBS DURING PERIODS OF WET OR FREEZING SOIL CONDITIONS.
3. NO SYNTHETIC FABRIC IS ALLOWED ON ROOT BALLS.

SHRUB PLANTING

Not to Scale

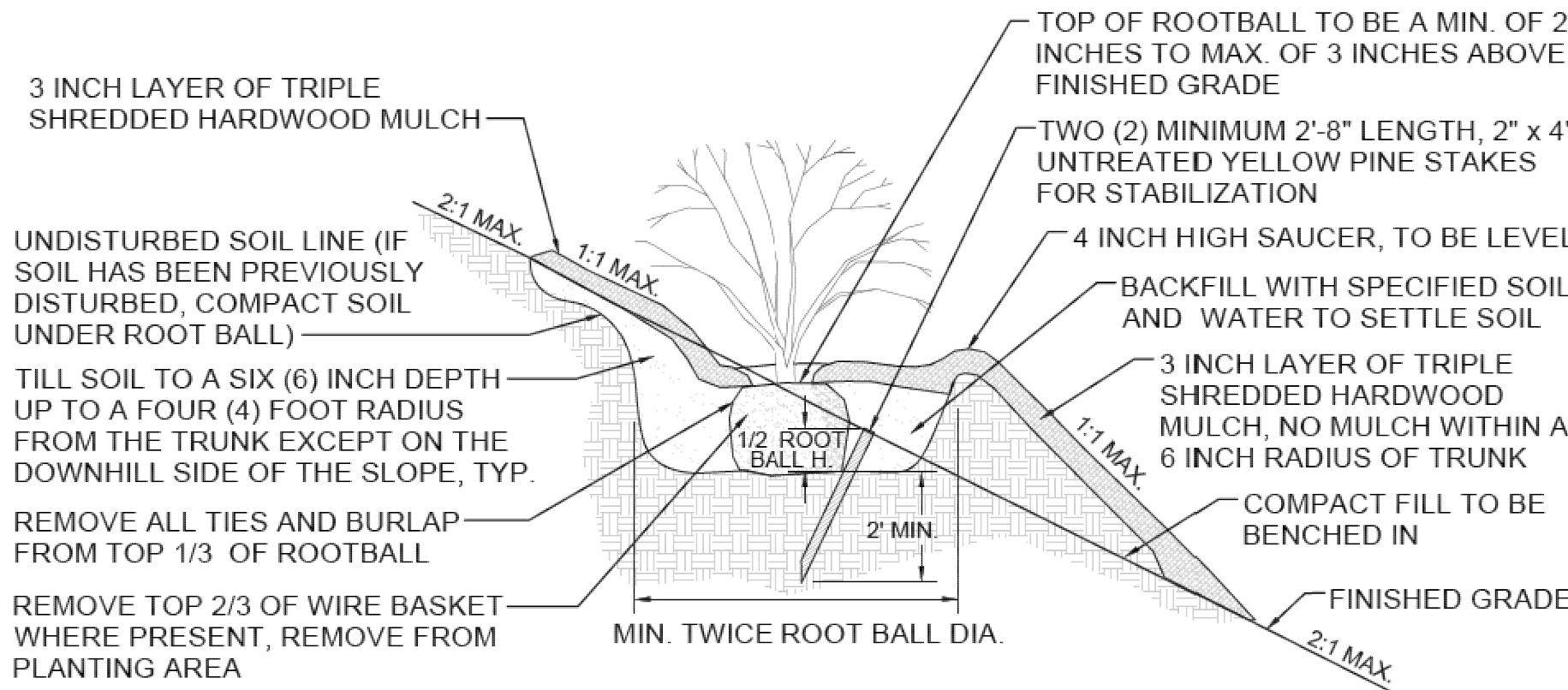


NOTES:

1. THIS STANDARD APPLIES TO SINGLE AND MULTI-STEM TREES.
2. NO SYNTHETIC FABRIC IS ALLOWED ON ROOT BALLS.
3. REMOVE ALL BALL TIES OR STRAPPING FROM ROOT BALL.
4. SOAK ROOT BALL AND PLANT PIT IMMEDIATELY AFTER INSTALLATION.
5. SET TREE PLUMB VERTICALLY IN ALL DIRECTIONS PRIOR TO STABILIZING WITH TWO (2) MINIMUM 2'-8" LENGTH, 2" x 4" UNTREATED YELLOW PINE STAKES. STAKE LENGTH SHALL BE PROPORTIONATE TO HEIGHT OF ROOTBALL. STAKE SHALL EXTEND BY AT LEAST HALF OF THE ROOT BALL HEIGHT ABOVE GRADE.
6. THE CONTRACTOR IS RESPONSIBLE FOR KEEPING THE TREE UPRIGHT AND PLUMB IN ALL DIRECTIONS.
7. ALL TREES PLANTED ON SLOPES STEEPER THAN 3:1 SHALL BE STAKED WITH AN MINIMUM OF TWO (2) STAKES AND GUYS AT A MINIMUM OF 2'-8" LENGTH, 2" x 4" UNTREATED YELLOW PINE STAKES.
8. DO NOT PRUNE OR CUT LEADER EXCEPT TO STABILIZE DAMAGE OR AS DIRECTED BY OWNER.
9. DO NOT INSTALL TREES DURING PERIODS OF WET OR FREEZING SOIL CONDITIONS.

TREE PLANTING ON A SLOPE

Not to Scale



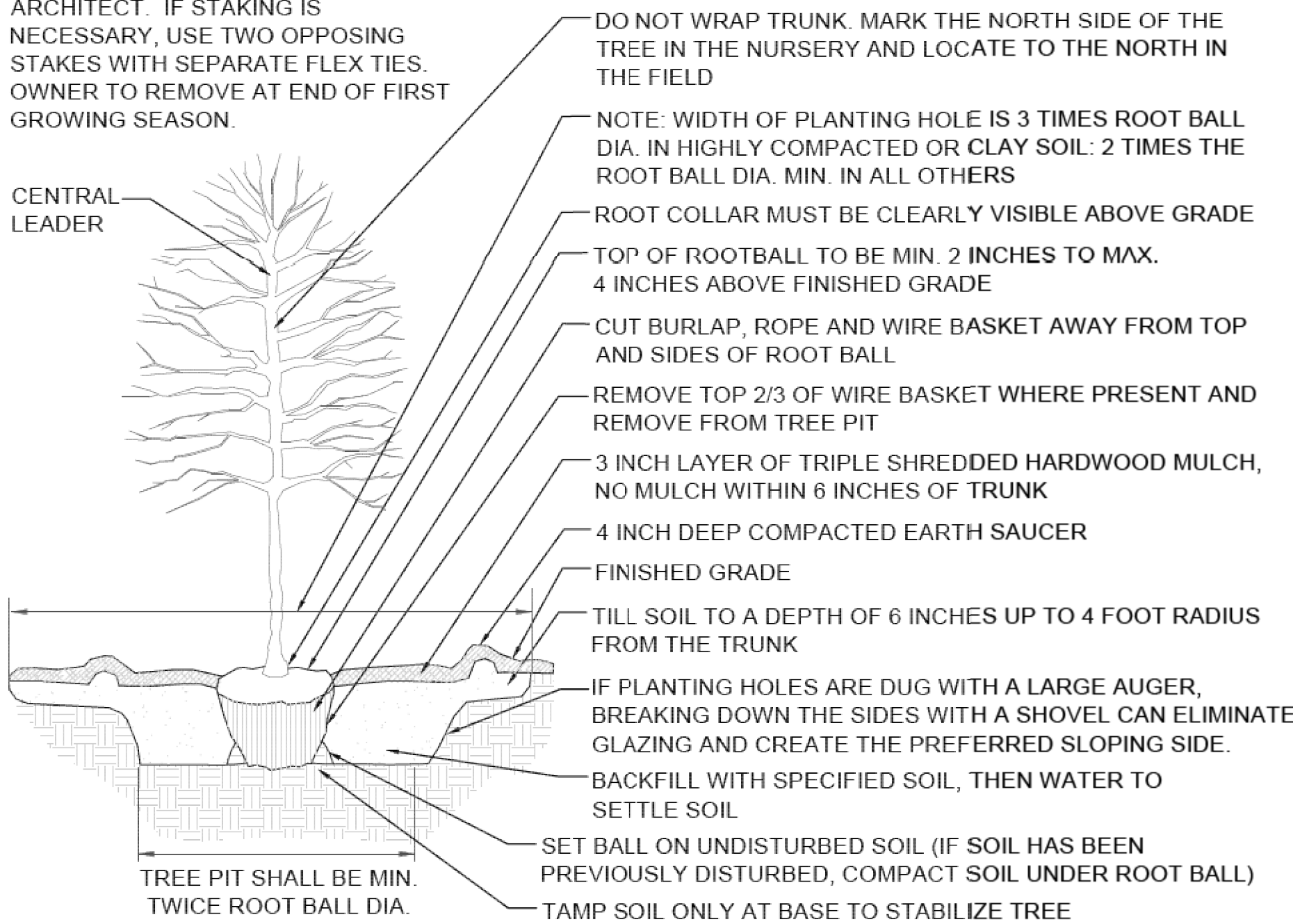
NOTES:

1. SEE SPECIFICATIONS FOR DETAILS ON PLANT BED PREPARATION.
2. DO NOT INSTALL SHRUBS DURING PERIODS OF WET OR FREEZING SOIL CONDITIONS.
3. NO SYNTHETIC FABRIC IS ALLOWED ON ROOT BALLS.
4. REMOVE ALL BALL TIES OR STRAPPING FROM ROOT BALL.
5. FOR MASS PLANTINGS OF SHRUBS AND GROUNDCOVERS, USE STAGGERED ROWS WITH EQUAL SPACING BETWEEN ALL PLANTS.
6. TAMP SOIL FIRMLY AS PIT IS FILLED AROUND EACH PLANT BALL.
7. SET ALL SHRUBS LARGER THAN 5 GAL. PLUMB VERTICALLY IN ALL DIRECTIONS PRIOR TO STABILIZING WITH TWO (2) MINIMUM 2'-8" LENGTH, 2" x 4" UNTREATED YELLOW PINE STAKES. STAKE LENGTH SHALL BE PROPORTIONATE TO HEIGHT OF ROOTBALL. STAKE SHALL EXTEND BY AT LEAST HALF OF THE ROOT BALL HEIGHT ABOVE GRADE.

SHRUB PLANTING ON A SLOPE

Not to Scale

NOTE: DO NOT STAKE TREES EXCEPT WHERE SPECIFIED BY LANDSCAPE ARCHITECT. IF STAKING IS NECESSARY, USE TWO OPPOSING STAKES WITH SEPARATE FLEX TIES. OWNER TO REMOVE AT END OF FIRST GROWING SEASON.

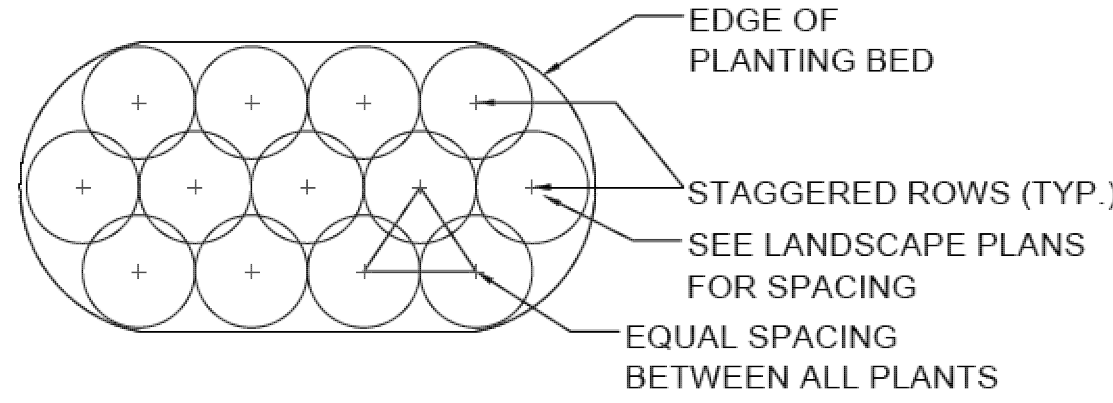


NOTES:

1. THIS STANDARD APPLIES TO SINGLE AND MULTI-STEM TREES.
2. NO SYNTHETIC FABRIC IS ALLOWED ON ROOT BALL.
3. DO NOT INSTALL TREES DURING PERIODS OF WET OR FROZEN SOIL CONDITIONS.
4. THOROUGHLY SOAK THE TREE ROOT BALL AND ADJACENT PREPARED SOIL SEVERAL TIMES DURING THE FIRST MONTH AFTER PLANTING AND REGULARLY THROUGHOUT THE FOLLOWING TWO SUMMERS.
5. SET TREE PLUMB IN ALL DIRECTIONS. THE CONTRACTOR IS RESPONSIBLE FOR KEEPING THE TREE UPRIGHT AND PLUMB IN ALL DIRECTIONS.
6. DO NOT CUT OR PRUNE LEADER EXCEPT TO STABILIZE DAMAGE OR AS DIRECTED BY OWNER.
7. REMOVE ALL BALL TIES OR STRAPPING FROM ROOT BALL.
8. DO NOT STAKE TREES EXCEPT WHERE SPECIFIED BY LANDSCAPE ARCHITECT. IF STAKING IS NECESSARY, USE TWO OPPOSING STAKES WITH SEPARATE FLEXIBLE TIES. REMOVE STAKING AT END OF FIRST GROWING SEASON.
9. WHERE SEVERAL TREES WILL BE PLANTED CLOSE TOGETHER SUCH THAT THEY WILL LIKELY SHARE ROOT SPACE, TILL IN SOIL AMENDMENTS TO A DEPTH OF 4-6" OVER THE ENTIRE AREA.
10. FOR CONTAINER-GROWN TREES, USE FINGERS OR SMALL HAND TOOLS TO PULL THE ROOTS OUT OF THE OUTER LAYER OF POTTING SOIL; THEN CUT OR PULL APART ANY ROOTS CIRCLING THE PERIMETER OF THE CONTAINER.
11. DURING THE DESIGN PHASE, CONFIRM THAT WATER DRAINS OUT OF THE SOIL; USE LOWERED PLANTING HOLE DEPTH AND DESIGN ALTERNATIVE DRAINAGE SYSTEM AS REQUIRED.
12. THE PLANTING PROCESS IS SIMILAR FOR DECIDUOUS AND EVERGREEN TREES.

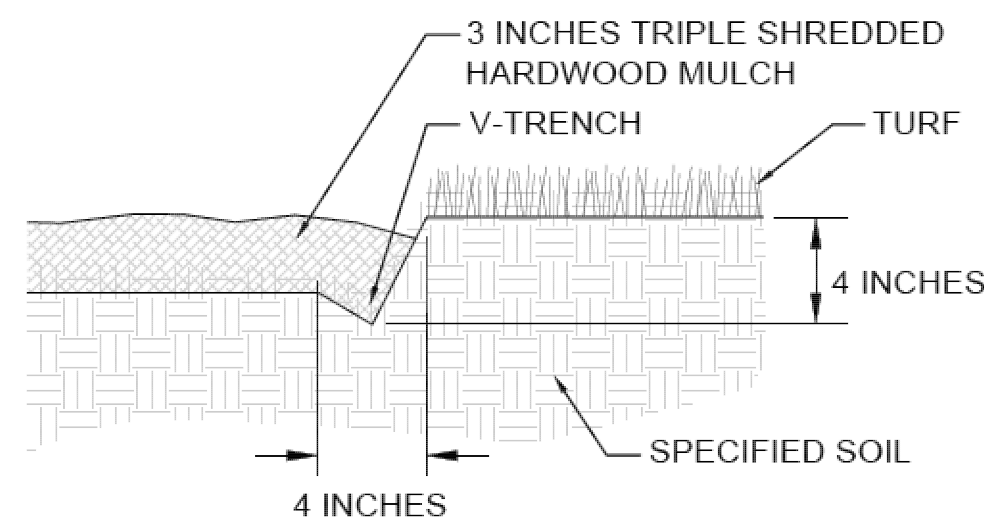
TREE PLANTING

Not to Scale



STAGGERED SHRUB PLANTING

Not to Scale



NOTES:

1. APPLY 3 INCH LAYER OF TRIPLE SHREDDED HARDWOOD MULCH.
2. CUT BED EDGE WITH SPADE TO CREATE CONSISTENT, CLEAN, STRAIGHT EDGE.

V-TRENCH

Not to Scale

PLANTING GENERAL NOTES

1. CONTRACTOR SHALL REPORT ALL DISCREPANCIES TO OWNER.
2. THE LANDSCAPE PLANTING CONTRACTOR SHALL BE A LICENSED LANDSCAPE CONTRACTOR IN NC, AND SHALL PROVIDE PROOF OF LICENSE AFTER BIDDING.
3. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS, DEPTHS, QUANTITIES, DISTANCES, ANGLES AND SLOPES PRIOR TO ORDERING MATERIALS OR INSTALLING PROJECT.
4. CONTRACTOR SHALL ACCEPT ACTUAL CONDITIONS AT THE SITE AND PERFORM THE WORK SPECIFIED WITHOUT ADDITIONAL COMPENSATION FOR POSSIBLE VARIATION FROM GRADES AND CONDITIONS SHOWN WHETHER SURFACE OR SUBSURFACE, EXCEPT AS PROVIDED FOR BY THE CONTRACT DOCUMENTS.
5. CONTRACTOR SHALL OBTAIN WRITTEN APPROVAL FROM LANDSCAPE ARCHITECT FOR ANY PLANT SUBSTITUTIONS OF SPECIES, SIZES, OR TYPE OF CONTAINER.
6. CONTRACTOR SHALL LOCATE ALL UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION, AND SHALL BE RESPONSIBLE FOR THE PROTECTION OF THESE UTILITIES DURING THE CONSTRUCTION OF THE PROJECT, AND SHALL PROMPTLY REPAIR AND RESTORE SERVICES AT NO ADDITIONAL COST TO THE OWNER.
7. THE CONTRACTOR SHALL VISIT THE SITE, FAMILIARIZE HIMSELF WITH ACTUAL CONDITIONS AND VERIFY EXISTING CONDITIONS IN THE FIELD.
8. CONTRACTOR SHALL MAINTAIN CAREFULLY ALL BENCH MARKS, MONUMENTS AND OTHER REFERENCED POINTS. IF DISTURBED OR DESTROYED, THE CONTRACTOR SHALL REPLACE AS DIRECTED AT NO ADDITIONAL COST TO THE OWNER.
9. CONTRACTOR SHALL BECOME THOROUGHLY FAMILIAR WITH THE FULL SET OF CONSTRUCTION DRAWINGS AND SPECIFICATIONS FOR COORDINATION WITH UTILITIES.
10. CONTRACTOR WILL LEAVE DISTURBED AREAS LEVEL AND RAKED SMOOTH, REMOVING ALL ROCKS AND DEBRIS.
11. IF FORMAL ARRANGEMENTS OR CONSECUTIVE ORDER OF TREES OR SHRUBS IS SHOWN, SELECT STOCK FOR UNIFORM HEIGHT AND SPREAD FROM SAME SOURCE TO ASSURE SYMMETRY IN PLANTING.
12. IF ANY EXISTING CONDITIONS OUTSIDE THE CONTRACT LIMITS, CURBS, SIDEWALKS, TURF AREAS AND PAVING ARE DAMAGED IN PERFORMANCE OF THIS WORK, THEY SHALL BE RESTORED WITHOUT EXTRA COST TO THE OWNER IN THE MANNER PRESCRIBED BY AUTHORITIES HAVING JURISDICTION.
13. CONTRACTOR SHALL REPORT ALL DISCREPANCIES TO LANDSCAPE ARCHITECT. IN CASE OF DISCREPANCY BETWEEN THE QUANTITY OF PLANTS ON THE PLANS COMPARED TO THE PLANT LIST, THE CONTRACTOR SHALL SUPPLY QUANTITIES AS DRAWN ON PLANS.
14. CONTRACTOR SHALL SEED ALL AREAS DISTURBED DURING INSTALLATION NOT SPECIFIED TO BE COVERED BY MULCH. AREAS DAMAGED FROM ACTIVITIES OF CONTRACTOR TO BE RESEED AND ESTABLISHED AT NO ADDITIONAL COST TO THE OWNER.
15. CONTRACTOR TO PREPARE PLANTING BEDS PER THE SPECIFICATIONS.
16. CONTRACTOR IS RESPONSIBLE FOR IMPORTING, TESTING AND PREPARING THE SOIL ON SITE PER THE SPECIFICATIONS.
17. ALL SIX FOOT MULCH RINGS AND STAND ALONE MULCH AREAS SHALL BE BE MULCHED WITH TRIPLE SHREDDED HARDWOOD MULCH UNLESS OTHERWISE NOTED ON THE CONTRACT DRAWINGS. ALL MULCH AREAS SHOWN TO TIE INTO NATURAL AREAS SHALL BE MULCHED WITH LEAF MULCH.
18. MULCH WILL BE A 3" LAYER OF TRIPLE SHREDDED HARDWOOD MULCH OR LEAF MULCH. ALL AREAS WITHIN PROJECT LIMITS SHALL BE EITHER PAVED, SEEDED, SODDED OR MULCHED. SUBMIT SAMPLES FOR APPROVAL.
19. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH TOWN OF WAKE FOREST, CITY OF RALEIGH AND/OR NCDOT STANDARDS AND SPECIFICATIONS.

REVISIONS		DATE	REMARKS
1.	2021-09-30	1ST SUBMITTAL	
2.			
3.			
4.			

PROJECT NO: 2010030.01

DRAWN BY: DFB
DWG. CHECKED BY: PCP
SCALE: SEE PLAN
DATE: OCT. 1ST 2021

LANDSCAPE
DETAILS

C-501

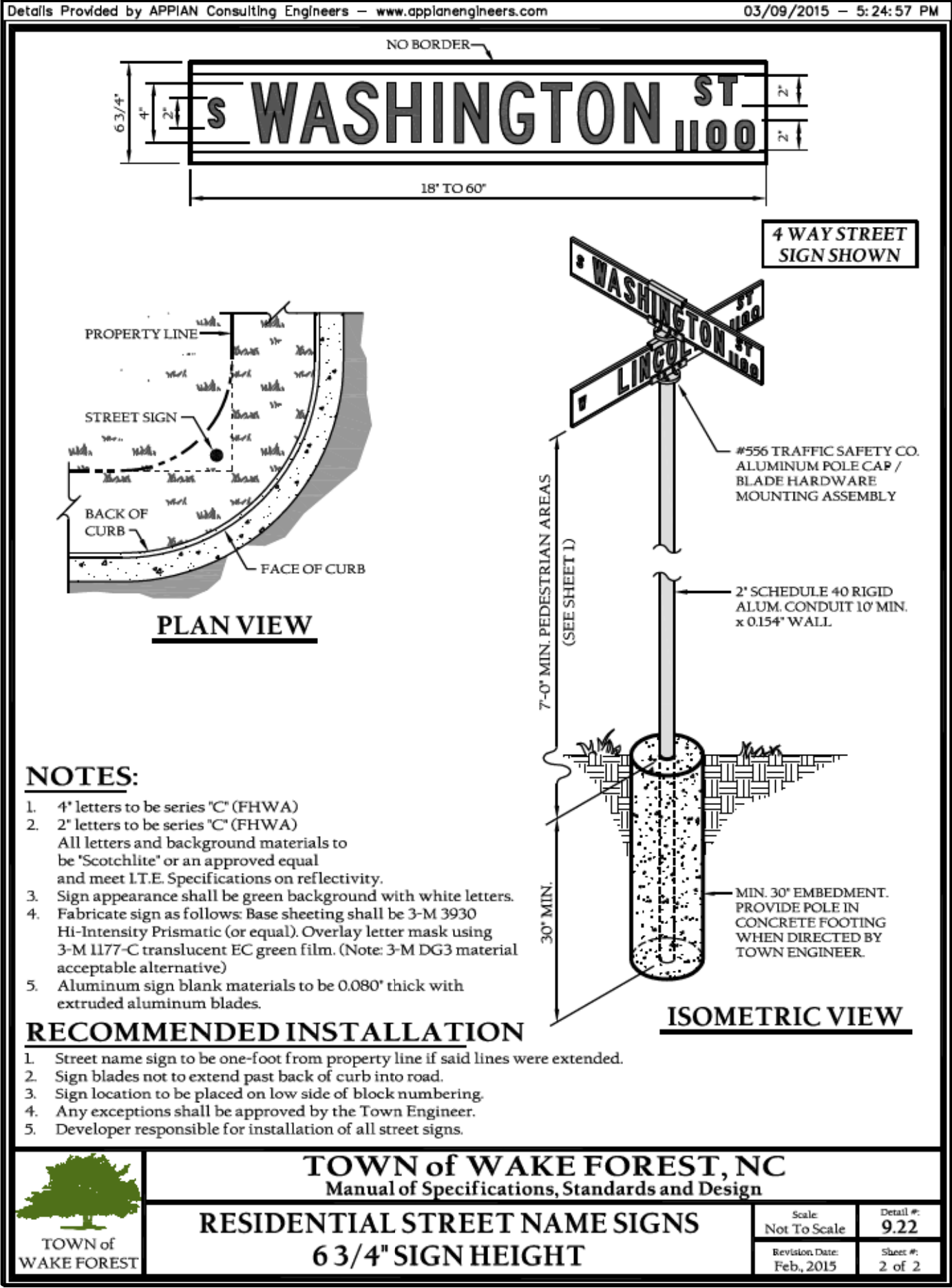
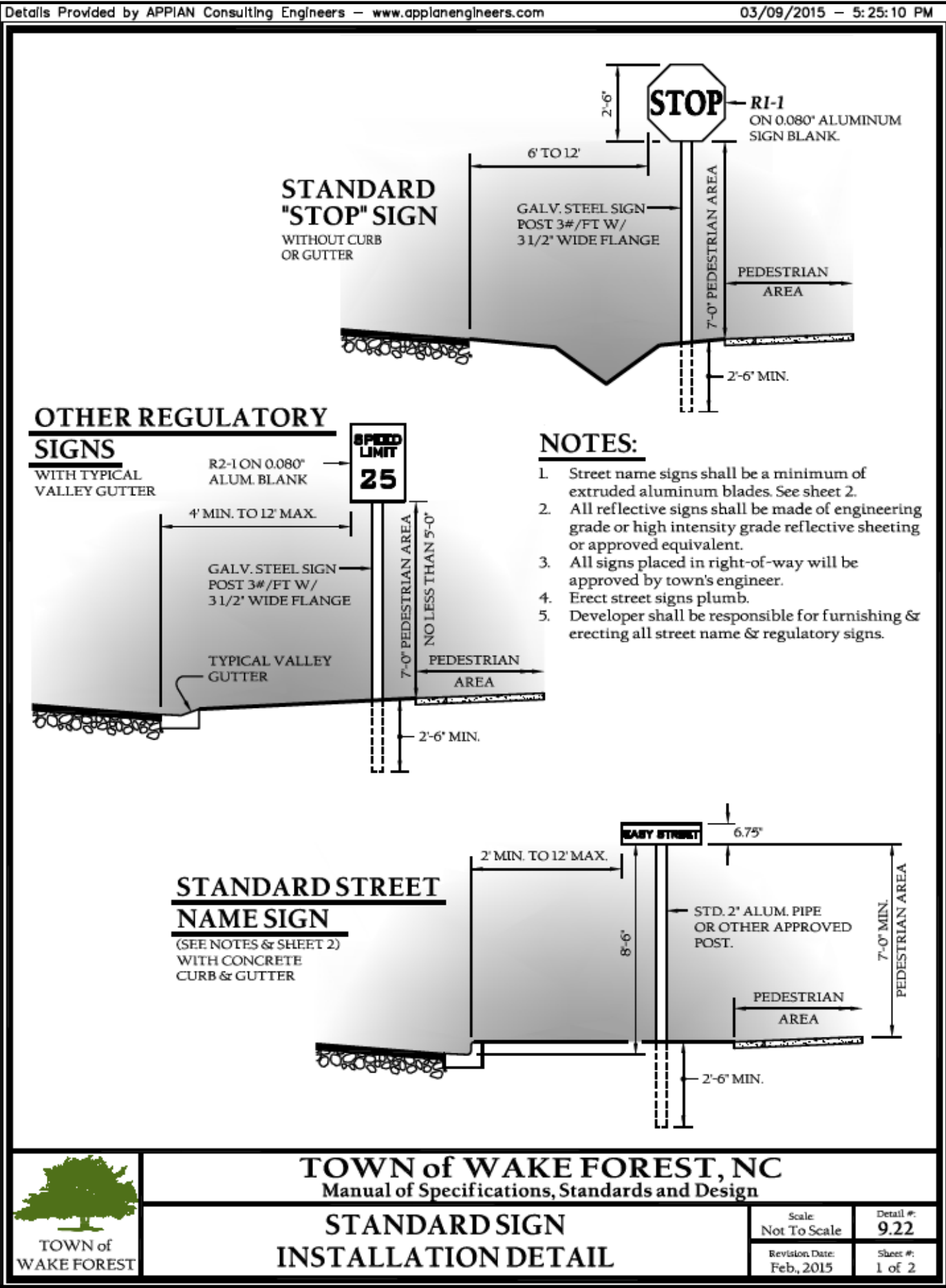
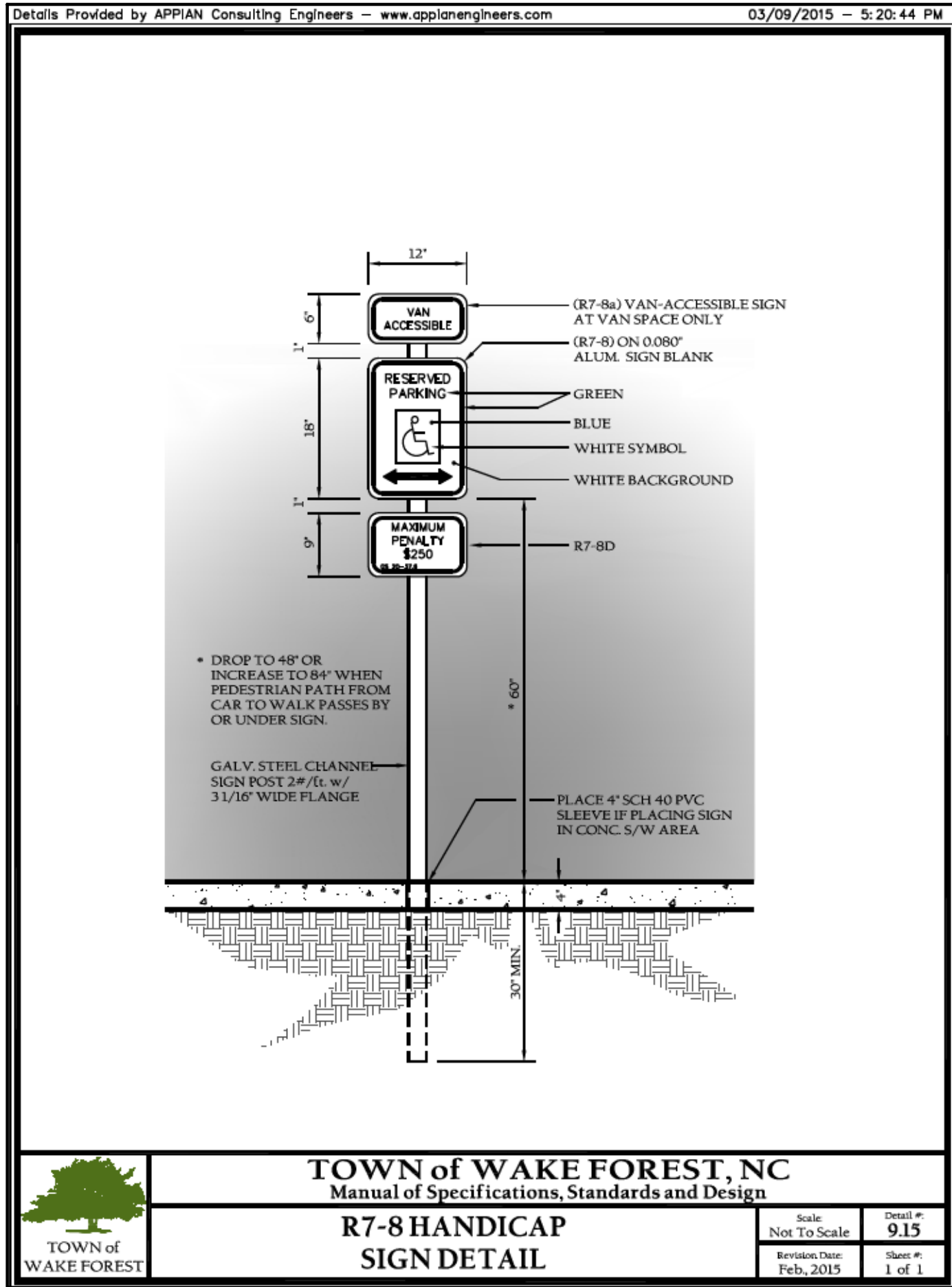
DEVELOPER:
EVOLVE COMPANIES
2012 EASTWOOD ROAD
WILMINGTON, NC 28403

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NO	DATE	REVISIONS	
1.	2021-09-30	REMARKS	
2.		1ST SUBMITTAL	
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**TRAFFIC
MANAGEMENT
PLAN**

C-600





GENERAL NOTES:

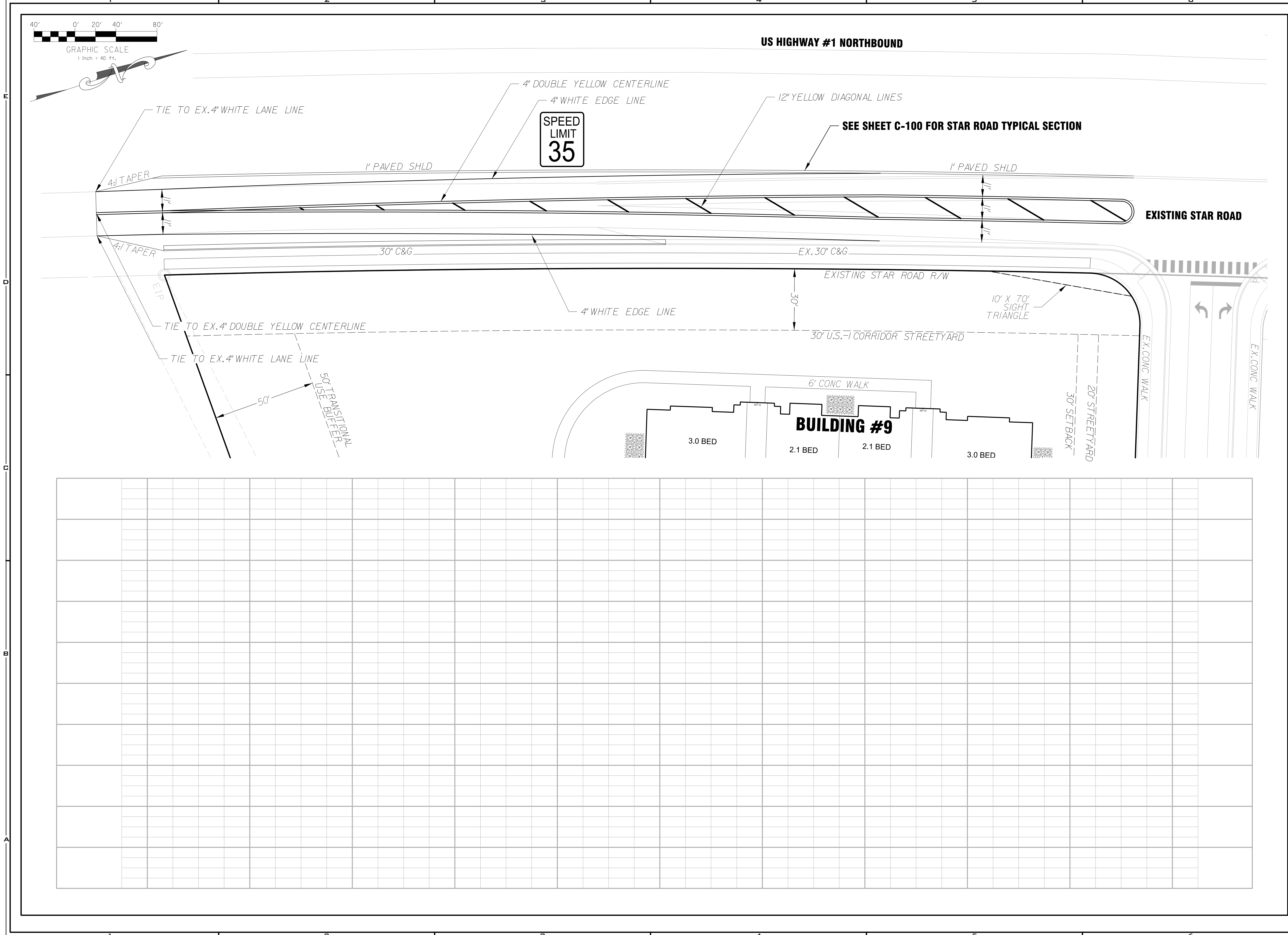
1. ALL SIGNAGE SHALL MEET AND BE INSTALLED PER ANY AND ALL CURRENT REQUIREMENTS OF THE TOWN OF WAKE FOREST, NCDOT AND MUTCD STANDRDS.

REVISIONS		REMARKS
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1.	2021-09-30	1ST SUBMITTAL
2.		
3.		
4.		

PROJECT NO: 2010030.01

DRAWN BY: DFB
DWG. CHECKED BY: PCP
SCALE: SEE PLAN
DATE: OCT. 1ST 2021

TRAFFIC
MANAGEMENT
DETAILS



HAWTHORNE AT THE FOREST
PHASE II - APARTMENT SITE

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PROJECT NO:	2010030.01
DRAWN BY:	DFB
DWG. CHECKED BY:	PCP
SCALE:	SEE PLAN
DATE:	OCT. 1ST 2021
STAR ROAD IMPROVEMENTS	
C-700	



Board of Commissioners Agenda Item Report

Agenda Item No.: 2021-630-

Submitted by: Brad West

Submitting Department: Planning

Meeting Date: September 20, 2022

SUBJECT

Consideration of CPA-22-02, Draft Town of Wake Forest Housing Affordability Plan

Recommendation:

Item Summary:

ATTACHMENTS

-



Board of Commissioners Agenda Item Report

Agenda Item No.: 2021-648-

Submitted by: Ruben Wall

Submitting Department: Parks & Recreation

Meeting Date: September 20, 2022

SUBJECT

Joint Use Partnership Agreement with FUNGO Baseball

Recommendation:

Consideration of Approval

Item Summary:

ATTACHMENTS

- [TOWF - Fungo Baseball Agreement Sept. 2022.doc](#)
- [Resolution for BOC - NCABC Inc \(DBA FUNGO\) Baseball League.docx](#)



TOWN *of* WAKE FOREST

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

www.wakeforestnc.gov

NORTH CAROLINA TOWN OF WAKE FOREST AND NCABC, INC (DBA FUNGO) **WAKE COUNTY BASEBALL LEAGUE PARTNERSHIP**

This Partnership Agreement made and entered into this _____ day of _____, 2022, by and between the Town of Wake Forest, a municipal corporation of the State of North Carolina (hereinafter referred to as “the Town”), and NCABC, Inc (DBA FUNGO) (hereinafter referred to as “FUNGO”).

WHEREAS, the Town and FUNGO are mutually interested in an adequate program for the health and wellness of the community; and

WHEREAS, said parties are authorized to enter into agreements with each other, and to do any and all things necessary or convenient to aid and cooperate in the cultivation of citizenship by providing for adequate programs of community parks and recreation; and

WHEREAS, in the interest of providing the best service with the least possible expenditure of public funds, full cooperation between the Town and FUNGO is necessary; and

WHEREAS, FUNGO desires to partner with the Town in the offering of a collegiate summer baseball league for the people of Wake Forest and the surrounding area.

NOW, THEREFORE, the parties agree as follows:

TOWN OF WAKE FOREST RESPONSIBILITIES

- The Town will dedicate Flaherty Park Field #2 as the home field for the FUNGO baseball team.
- The Town will claim FUNGO as its exclusive collegiate summer team and allow FUNGO to use the images (logos, et al) and the name of the Town of Wake Forest.
- The Town will support the team via its public relations, social media, and other marketing resources in order to publicize and promote the team and its events to encourage community participation and attendance.
- The Town will contract with FUNGO for the use of Flaherty Park for home games and special events. This use will include access to the scoreboard, lighting, announcers’ booth, bathrooms, concessions space and parking.
- The Town will provide field maintenance and preparation for games during the season

- The Town will regularly work with FUNGO staff to traverse ordinances, policy, facility modification, community engagement/events, and any additional avenues necessary for the success of the partnership and team.

FUNGO RESPONSIBILITIES

- Games will be played both during the week and on weekends for flexibility of fan attendance. Larger events will be held in conjunction with town events, as well as independently to add to the menu of summer options for the people of Wake Forest. All events will be \$7 or less (prices may be increased for special events that should be approved by the Town)
- Off season Development Program – FUNGO will sign a separated MOU to establish an eight-week training regimen for youth baseball and softball athletes.
- FUNGO will maintain all operational and administrative responsibilities of the team and its supporting program. This includes all staffing, recruiting, scheduling, procurement, and implementation.
- FUNGO will offer a complete schedule of events to include no less than 30 games. Home games will include local business and local program partnerships and engagements and will reflect a variety of dates and times for all residents to have the opportunity to attend.
- FUNGO will submit a list of facilities needs for games and special events by March 1st of each year. Special events may be included with approval from the Town

Terms of Facility Usage

- The Town has first rights of use to all town facilities
- The Town will ensure Flaherty Park Field #2 is scheduled for all FUNGO games and special events. Confirmation will be provided within 10 business days of receipt of the request from FUNGO. The request should include games, clinics, camps, and special events.
- Schedules can only be modified with agreement from both parties unless the Town has deemed the facility unsafe due to unforeseen circumstances.
- FUNGO Baseball season starts the middle of May and ends the first week in August.
- The facility will only be used for games (no practice time needed) and for special events, camps and clinics approved by the Town.
- FUNGO activities should not impede regular park use at any time (no blocking pedestrians or vehicle traffic flow)
- FUNGO understands and agrees that the Town is responsible for overall programming of recreational activities at Town facilities. Any scheduling conflicts between FUNGO and the Town shall be resolved in favor of the Town. However, game dates can only be modified with agreement from both parties or the Town has deemed the facility unsafe

due to unforeseen circumstances.

- Any permanent improvements or equipment installations made by FUNGO must be approved by the Town. Once installed improvements/equipment installations may only be removed upon the permission of the Town. All improvements including equipment installations must be kept in good/safe working conditions at all times. The Town reserves the right to remove any equipment installed by FUNGO that is not maintained in good/safe working condition.
- The Town will be responsible for maintaining all Town owned structures and equipment at the facility. This does not include equipment and supplies owned by FUNGO.
- In the event the Town has to close the facility for an extended period for scheduled maintenance, FUNGO will be given sixty (60) days' notice. In the event of emergency/unplanned maintenance, the Town will notify FUNGO of closure once it is apparent that the facility must be closed. The Town will make a good faith effort to provide and alternate site if available.
- Quarterly meetings will be held between the two parties to discuss any issues or concerns.
- This agreement does not terminate the Town's right to continue offering its regular baseball leagues or rent facilities to other baseball organizations. FUNGO programs will be scheduled with first rights of use from mid-May – to the first week in August.

FINANCIAL DETAILS

- The Town will allow FUNGO to use Flaherty Park field #2 at no cost related to rental fees
- FUNGO may keep all proceeds generated by way of ticket sales and concessions managed by FUNGO. This does not include food truck sales.
- Food trucks will be approved and contracted with the Town. Food trucks are independent contractors that pay an upfront vending fee to vend in parks, however the Town does not take any fees from their sales. The Town will provide a list of approved food truck vendors.
- FUNGO will be responsible for coordinating food truck vendors from the list provided
- All vendors must be cleared by the town prior to vending at Town facilities

ENHANCEMENTS, MODIFICATIONS, RENOVATION, OR NEW CONSTRUCTION

- All enhancements, modifications will be planned with a 50:50 shared responsibility from each partner.
- The Town may make any enhancements, modifications, renovations, or new construction on Town property for programming needs without approval from the FUNGO; however, if such improvements require shared funding, FUNGO must be notified and both parties must approve prior to any improvements being made. Also, if the proposed modifications will impact play, the Town shall notify FUNGO of such improvements. The Town shall

make every effort to complete facility enhancements or modifications without impacting FUNGO ability to perform its usual functions.

- All modifications/improvements involving structural changes to the facility will become the sole property of the Town.

PROPOSED FACILITY MODIFICATION NEEDS, TIMELINE AND ESTIMATES

Modification	Description	Purpose	Fiscal Year	Estimated Cost
Speaker System	Upgrade, add speakers	Ability for all fans to hear announcer	FY23-24	\$6,500
Established Entrance	Semi faux small entry point possibly brick	Create a focused entry point and ballpark feel	FY23-24	\$10,000
Dugouts Upgrade (Professional Style)	Move dugouts further down baseline	Create more space for seating	FY23-24	\$102,500
Concrete Pad	(Expand Size and Upgrade appearance)	-Accommodate larger sized collegiate teams -Create look and credibility of an established ballpark		\$18,439.50
Bullpens	Additional bullpen on first base side	Allow for each team to have a bullpen	FY23-24	\$7,945
Brick Backstop	-Brick half wall at base of backstop	Improved play Improved ballpark appearance	FY24-25	\$40,000
Seating (ADA) compliant with access	Placement of additional set of bleachers (2) or purchase of larger bleachers	Increase seating for fans	FY24-25	\$45,845
Concrete Pad				\$18,439.50
ADA Ramp (if required)				\$130,000

Site Survey			FY22-23	\$5,000
Design			FY22-23	\$75,000
Miscellaneous	Signage, Landscaping	Facility aesthetics	FY22-23	\$17,069.35 \$10,000

50:50 shared responsibility from each partner.

***Projects costs are subject change*. Timelines are subject to change based on needs and resources of both parties**

RENEWAL & TERMINATION

- The term of this agreement will be for a five-year period (max) beginning October 1, 2022 ending September 30, 2027. This agreement may automatically renew for one five-year term. This agreement may be cancelled by either party at any time upon sixty (60) days written notice to the other. Should the agreement be terminated within the first five-year period by either party, a facility assessment/appraisal will be conducted to determine the value and the amount for reimbursement for facility modifications. Any amount to be reimbursed shall be at the estimated value at the time of termination. The Town also reserves the right to cancel this agreement without a sixty (60) days' notice if it is determined that FUNGO has violated any of the terms of this agreement, however FUNGO shall be given an opportunity to address any violations before termination. Should the town cancel this agreement for reasons other than a violation, FUNGO will not be responsible for any reimbursements.
- **Modification/Amendment.** To be effective, any modification or amendment to this Agreement must be in writing, signed by the Town Manager or authorized representative of FUNGO, and executed with the same formality and approvals as the foregoing Agreement.
- **Waiver.** No action or failure to act by the Town shall constitute a waiver of any of its rights or remedies that arise out this contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.
- **Assignment.** No party shall assign any portion of this Agreement or the rights and responsibilities hereunder to another person or entity who is not party to this Agreement without prior written consent of the parties.
- **No Third-Party Beneficiaries.** This Agreement is not intended for the benefit of any third party. The rights and obligations contained herein belong exclusively to the parties hereto and shall not confer any rights or remedies upon any person or entity other than the parties hereto.
- **Governing Law; Venue.** This Agreement and the rights and obligations of the parties

hereto shall be interpreted, construed, and enforced in accordance with the laws of the State of North Carolina and shall be enforced only in its General Court of Justice to the extent that any such actions will lie therein. The venue for any such action relating to this Agreement shall be Wake County Civil Superior Court.

- **Entire Agreement.** The terms and provisions herein contained constitute the entire agreement by and between the parties hereto and shall supersede all previous communications, representations, or agreements, either oral or written between the parties hereto with respect to the subject matter hereof.
- **Severability.** If any provision of this Agreement shall be determined to be unenforceable by a court of competent jurisdiction, such determination will not affect any other provision of this Agreement.
- **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original.
- **Compliance with Law.** In performing all of the Work, the Contractor shall comply with all applicable law.
- **E-Verify.** Contractor shall comply with the requirements of Article 2 of Chapter 64 of the NC General Statutes. Further, if Contractor utilizes a subcontractor, Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the NC General Statutes.
- **Iran Divestment Act.** Contractor certifies that; (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 143-6A-4; (ii) it will not take any action causing it to appear on any such list during the term of this contract, and (iii) it will not utilize any subcontractor to provide goods or services hereunder that is identified on any list.
- **Divestment from Companies that Boycott Israel.** Contractor represents, covenants, and certifies that it is not listed on the list of restricted companies developed and published by the North Carolina State Treasurer as required by N.C.G.S. 147-86.81.
- **Quality and Workmanship.** All work performed and/or services rendered shall be performed to the satisfaction of the Town of Wake Forest. The work performed and/or services rendered shall not be considered complete, nor applicable payments rendered, until the Town is satisfied with the work performed and/or services rendered.

INSURANCE/LIABILITY

- FUNGO shall maintain and keep in full force the following coverage: FUNGO agrees to secure and maintain a policy of general liability insurance in the minimum amount of \$1,000,000.00 covering for any personal injuries or property damage caused, or alleged to be caused, by the acts or omissions of FUNGO. FUNGO will provide a Certificate of Insurance evidencing this policy of insurance listing the Town of Wake Forest, its officers, agents, and employees as an Additional Insured with respect to the General Liability Insurance Policy upon request of the Town.

INDEMNITY

- To the extent and limits of the North Carolina Tort Claims Act, Article 31 of Chapter 143 of the North Carolina General Statutes, and without waiving the Town's governmental

immunity, the Town of Wake Forest shall indemnify FUNGO for any liabilities, damages, costs and claims arising from or relating to the negligent acts or omissions of The Town of Wake Forest committed in connection with this Agreement to the extent that it results from or is caused by the asserted sole ordinary negligence of the Town of Wake Forest . This indemnification is limited to any insurance coverage applicable to The Town of Wake Forest's negligent acts or omissions committed in connection with this Agreement. Such liability arises out of acts for which any defense of governmental, statutory, or common law immunity is not available. The indemnification provided for herein shall not be construed as a waiver of any applicable defense of governmental, statutory, or common law immunity, and shall not prevent the Town of Wake Forest from asserting any defense of such immunity; provided that if a court of competent jurisdiction determines that no such immunity applies, then the indemnity provided for herein shall apply.

- To the fullest extent allowed by law, FUNGO hereby agrees to hold harmless and indemnify the Town of Wake Forest from any claim, suit, or loss, sustained by the Town of Wake Forest, its officers, directors, employees, or agents for any asserted property damage, injury, or death of any person to the extent that it results from or is caused by the asserted sole ordinary negligence of FUNGO or fault of FUNGO if such fault is the proximate cause of loss, damage, or expense indemnified, while participating in such activity, or while in, on or upon the premises where the activity is being conducted. The FUNGO acknowledges that its employees, agents, or private contractors are not employees of the Town of Wake Forest. FUNGO, its employees, or its agents/contractor also waives any and all rights to file any claim against the Town of Wake Forest under the NC Workman's Compensation Act which might arise out of an in the course of performing said instructions.
- If any party hereto receives notice of an event or possible event that would give rise to indemnification as required hereunder, such party shall provide immediate notice to the other party of such event. Further, if either party that is to be indemnified and held harmless hereunder receives payment or other compensation from a third party, any such amount received shall be applied to any amounts owed by the indemnifying party to the indemnified party or to a third party. Neither party shall be responsible for payment of any amount or any damages in excess of such amount actually incurred or suffered by the indemnified party.
- Both parties represent that neither does not discriminate against any participant in their programs because of sex, race, color, religion, creed, national origin, citizenship status, age, or handicap.

VERIFICATION OF WORK AUTHORIZATION:

- The contractor represents and warrants that now and continuing for the term of this Agreement, and all subcontractors, will comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, "Verification of Work Authorization" and will provide documentation or sign affidavits or any other documents requested by the Town of Wake Forest demonstrating such compliance.

NOTICE. (a) All notices and other communications required or permitted by this contract shall be in writing and shall be given either by personal delivery, fax, or certified United States mail, return receipt requested, addressed as follows:

To the Town:

Town of Wake Forest
Park, Recreation and Cultural Resources
Attn: Ruben Wall
301 S. Brooks St.
Wake Forest, NC 27587

Agency: NCABC, Inc (DBA FUNGO)

FUNGO Baseball
Attn: Julie Kruse-John
5604 Chimney Swift Drive
Wake Forest, NC 27587

PRE-AUDIT.

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

(Signature of Finance Officer)
Town of Wake Forest
301 S. Brooks Street
Wake Forest, NC 27587

CONTRACT MONITORING.

Staff member responsible for monitoring the contract performance requirement is:

Name and Title: Ruben Wall, Director

RW Department Head Initial

IN WITNESS WHEREOF, the Town of Wake Forest being duly authorized, and the Agency have caused this contract to be executed under seal by their respective duly authorized agents or officers.

TOWN OF WAKE FOREST,
a North Carolina municipal corporation

ATTEST:

By: _____
Theresa L. Savary, Town Clerk

AGENCY:
NCABC, Inc (DBA FUNGO)

By: _____
Kip Padgett, Town Manager

By: _____

Printed

Printed

Witnessed by:

Witnessed by:

Name

Name

Printed

Printed

(SEAL)

(SEAL)

RESOLUTION 2022-x

A RESOLUTION AUTHORIZING THE SIGNING OF A JOINT USE
PARTNERSHIP AGREEMENT WITH NCABC, Inc (DBA FUNGO) BASEBALL

WHEREAS, in 2022, NCABC, Inc (DBA FUNGO) baseball approached the Town about a potential partnership to offer a collegiate summer baseball league to provide enjoyment and entertainment for the citizens of Wake Forest, and

WHEREAS, both parties have reviewed and discussed the proposal submitted by NCABC, Inc (DBA FUNGO) Baseball, it is recommended that a partnership agreement be entered into,

NOW, THEREFORE, BE IT RESOLVED the Board of Commissioners of the Town of Wake Forest authorizes the Manager to sign a joint use agreement with NCABC, Inc (DBA FUNGO) baseball for the management and operation of a collegiate summer baseball league to be held at Flaherty Park Field #2 with league play starting in May 2023.

Adopted this 20th day of September 2022.

ATTEST:

Vivian A. Jones, Mayor

Theresa Savary, Town Clerk



Board of Commissioners Agenda Item Report

Agenda Item No.: 2021-443-

Submitted by:

Submitting Department: Administration

Meeting Date: September 20, 2022

SUBJECT

Department Monthly Report

Recommendation:

Item Summary:

ATTACHMENTS

- [August 2022 Monthly Report.pdf](#)

August 2022 | Department Monthly Report



Administration

- The 1st issue of our quarterly Employee Newsletter, "Powering Performance" was distributed to staff and elected officials: [Powering Performance August 2022](#)
- Our Core Values Award Program was updated to spread throughout the year and to widen the number of employees recognized.
- An employee survey focusing on work culture and benefits was distributed and will run through September 9th.
- The 2022 Strategic Plan was presented to the Public Art Commission and Human Relations Council at their August meetings.
- 38 applications were received for the inaugural Citizens Academy, with 29 applicants accepted (due to class size limitations).

Communications

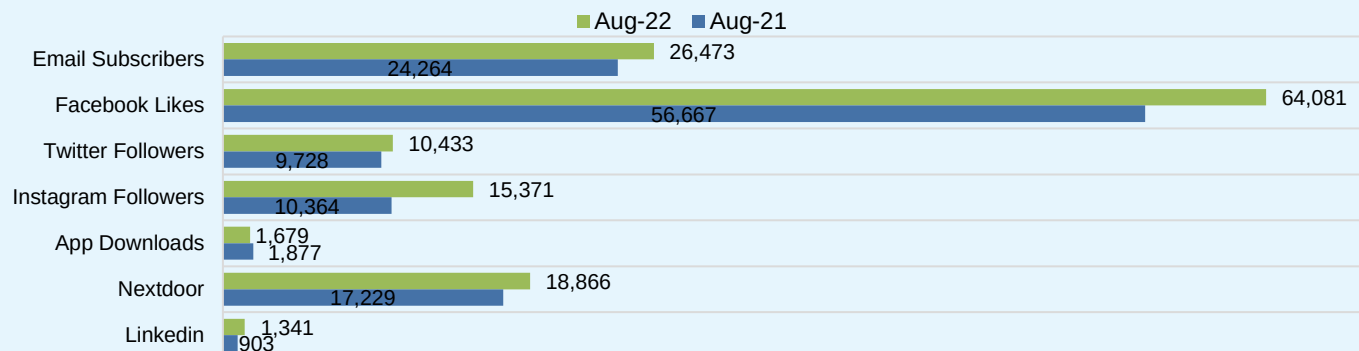
ANNOUNCEMENTS

Media Releases	43
Email Announcements	18
Town-to-Resident Phone Calls/Texts	1

TOP 5 VIEWED PAGES ON WEBSITE

RANK	PAGE	IEWS
1	Home	10,376
2	Friday Night on White	7,047
3	Holding Park Aquatic Center	4,876
4	Utility Bill Payment Options	2,875
5	Jobs	2,348

SUBSCRIBERS



Downtown Development

UPDATES PROVIDED QUARTERLY

OCCUPANCY

	JUL SEPT 2022	APR – JUNE 2022
Occupancy Rate in Percentage	89%	90%

NEW BUSINESSES

	August 2022	FISCAL YEAR-TO- DATE
Number of New Businesses	1	2
Number of Businesses Closed	3	3

UPDATES PROVIDED QUARTERLY

EVENTS

FIRST QUARTER EVENTS (JUL-SEPT)	ATTENDANCE IN 2022	ATTENDANCE IN 2021
FNOW 7.15.2022 – Cancelled due to inclement weather	1000 prior to cancellation	N/A Covid
FNOW 8.12.22	13000	N/A Covid

- Downtown Development Manager attended NC Main Street Director's Meeting in Elizabeth City, NC August 3-5, 2022, where the focus was on the new National Main Street accreditation standards.
- Social District presentation was made at August 2 BOC work session. BOC asked for additional merchant feedback and staff has been reaching out and following up with merchants one on one.
- Downtown Development Manager is responding to multiple inquiries about available property for lease downtown. Approximately 40% of current vacancies are pending and majority of remaining vacancies are not move in ready and/or need upfits to accommodate specific businesses interested.

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)

	AUGUST 2022	JULY 2022
Number of responses to RFIs	0	0

BUSINESS RETENTION & EXPANSION (BRE)

NAMES OF BUSINESSES VISITED THIS MONTH

Chase Bank

Black & White Coffee Roasters

Merritt Properties

AGNC

Roseland Pictures

Engineering

PROJECT	UPDATE
Stormwater Infrastructure Assessment	Compiling and analyzing answers from the Stormwater Services Survey. We've received 99 responses so far. Freese & Nichols (FNI) provided the Town with a Stormwater Utility Fee budgeting spreadsheet for review. FNI on hold until CIP scoping is complete. (Project Manager – Monica Sarna)

Finance

FINANCIAL TASKS COMPLETED

TAX RETURNS & REPORTS	COMPLETION DATE
NC Sales and Use Tax Form E500	August 15
941/NC-5Q Quarterly Payroll Tax Returns	N/A

PURCHASING / WAREHOUSE

New Vendors Set Up	14
Purchase Orders Processed	76
Informal Quotes	24

ORBIT/LGERS Report – NC State Treasurer	August 1
Utility Sales Tax Return – E500 E	August 12
Wake County Prepared Food and Beverage	August 12
ACCOUNTING/FINANCE	AMOUNT
Total Accounts Payable Disbursement	\$ 2,005,087
Total ePayables Disbursement	\$ 1,962,772
Total Number of Invoices Paid	342
Total Amount of Invoices Paid with credit card	876,702
GENERAL TASKS AND OTHER ITEMS	COMPLETION DATE
Staff preparing for year end and audit Work continues with bond referendum prep – LGC meeting – September 22	On going
FY 2021–2022 Audit	COMPLETION DATE
Staff preparing workpapers – audit field work scheduled for end of September	On going

Surplus Items	2 items sold - \$12,051
HUBSCO	None for August

NORTHERN WAKE FOOD SECURITY TEAM	
Staff Hours	16 hours a week (Corey – 10/ Drew- 6)
Updates	Partnering with CROP walk Delivering Backpack buddies weekly Delivering to Hope House on Thursdays

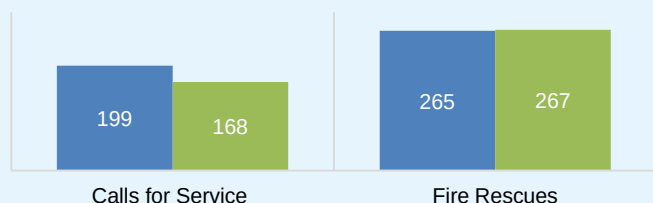
Fire

KEY STATS		
	AUGUST 2022	JULY 2022
Calls for Service	431	495
Average Response Time	4:20	4:27

TYPES OF CALLS		
	AUGUST 2022	JULY 2022
Fire	168	199
Medical	239	265
Motor Vehicle Accidents (MVA)	24	31

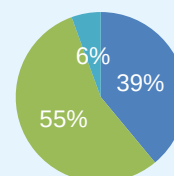
FIRE-KEY STATS

■ Jul-22 ■ Aug-22



TYPES OF CALLS

■ Fire ■ Medical ■ MVAs



Human Resources

PROMOTIONS / TRANSFERS

EMPLOYEE NAME	DEPARTMENT	POSITION	DATE
Heather Mitchell	Finance	Accounting Technician	08.22.22
Kiel Ortiz	Finance	Guest & Customer Service Assistant	08.22.22
David Zick	Police	Lieutenant	08.21.22
Bryan Newsom	Police	Sergeant	08.21.22
Jacob Burns	Police	Corporal	08.21.22
Christopher Blackwell	Fire	Fire Lieutenant	07.26.22
Daniel Gregory	Fire	Fire Captain	07.26.22

EMPLOYMENT

Positions Filled	373.00
Vacancies	38.00
Total Authorized Positions FY 2022-2023	411.00

Information Technology

SERVICE STATS

	AUGUST 2022	JULY 2022
Service Requests Completed	477	353
Network Uptime Percentage	100%	99%

Inspections & Public Facilities

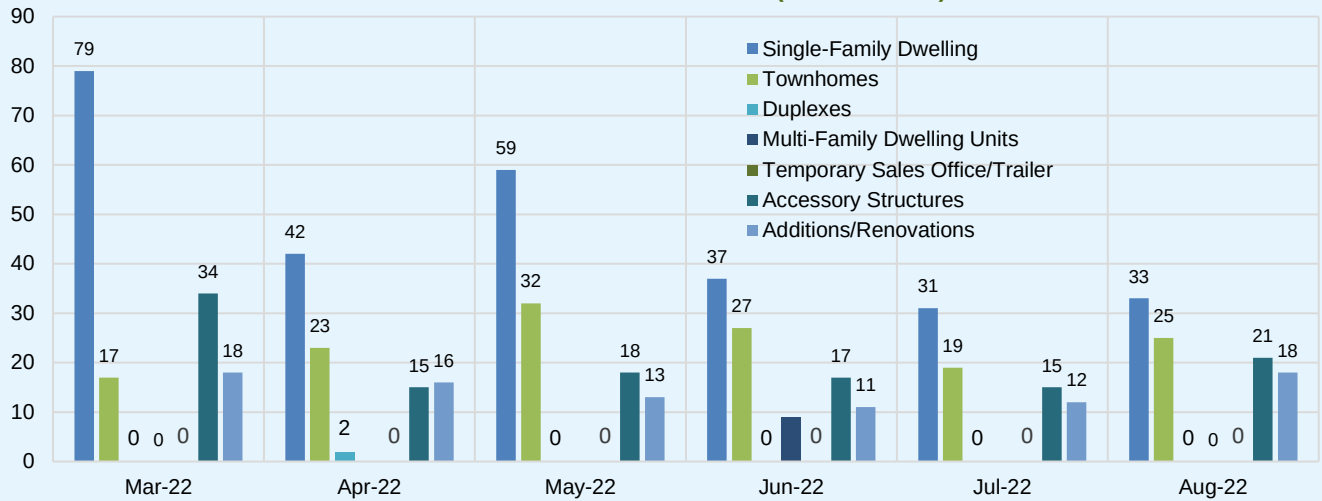
RESIDENTIAL PERMITS

	AUGUST 2022	AUGUST 2021
Single-Family Dwelling	033	042
Townhomes	025	026
Duplexes	000	000
Multi-Family Dwelling Units	000	000
Other	158	112
Total	216	180

NON-RESIDENTIAL PERMITS

	AUGUST 2022	AUGUST 2021
New Commercial	00	03
Fit-Ups	02	04
Other	33	27
Total	35	34

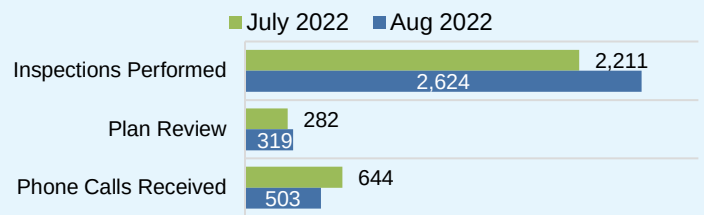
RESIDENTIAL BUILDING PERMITS (last 6 months)



PUBLIC FACILITIES

	JULY 2022	AUGUST 2022
Preventative Maintenance Completed	372	491
Reactive Work Orders	120	121

DEPARTMENTAL PRODUCTIVITY



BUSINESSES

NEW COMMERCIAL BUSINESS

FIT-UPS

McPherson Eye Lab	3150 Rogers Rd 204
Wake Forest Animal Hospital	1628 S Main St 100

ZONING PRE-OCCUPANCY

QLM Enterprise Inc	744 Merritt Capital Dr 108
The Hemp Company	12221 Capital Blvd C

Parks, Recreation & Cultural Resources

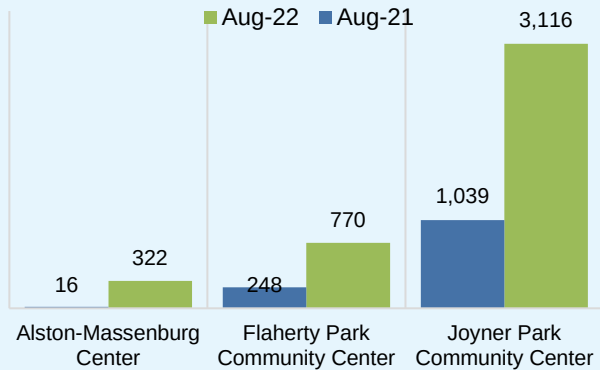
ATHLETICS

	AUGUST 2022	AUGUST 2021
Registrations Received – Youth	12	22
Registrations Received – Adult	4 teams	8 teams
Games Held	59	59
Revenue	\$2,000.00	\$4,195.00

PROGRAMS

	AUGUST 2022	AUGUST 2021
Registrations Received – Youth	476	56
Registrations Received – Adult	2,856	1,247
Classes/Programs Held	35	21
Revenue	\$12,475.75	\$3,132.35

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	0
Reactive Maintenance	1
PM Inspections and services	73
Evening and Weekend Park Services	4

FACILITY RENTALS

	AUGUST 2022	AUGUST 2021
Athletic Fields	32	22
Joyner Park Outdoor / Open Space	2	3
General Outdoor / Open Space	0	0
Picnic Shelters	7	3
Wake Forest Community House	3	3
Joyner Park Community Center	7	3
Flaherty Park Community Center	2	0
Alston-Massenburg Community Center	4	3

VISITORS TO AQUATIC CENTER & SPRAYGROUND

	AUGUST 2022	AUGUST 2021
Aquatic Center	4,368	4,109
Taylor Street Sprayground	1,651	1,127

Planning

DEVELOPMENT SERVICES MONTHLY REPORT [VIEW](#)

ZONING VIOLATIONS DASHBOARD [VIEW](#)

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

CERTIFICATES OF APPROPRIATENESS

	AUGUST 2022	AUGUST 2021
COAs Received	1	0
COAs Approved	1	0

Police

KEY STATS

	AUGUST 2022	AUGUST 2021
Calls for Service	4994	5006
Vehicle Crashes	170	196

Public Works

Admin

- Designed, implemented, and completed team building activity (Escape Rooms – Core Value themed)

Streets

- New Supervisor Jacob Carpenter
- New CW II Vincent Gravanda (promotion)
- Assisted with 98 Bypass Roadside Clean up
- Drainage project at Town Hall
- 1180' of thermo placement
- Finished W. Sycamore sidewalk
- Cemetery Maintenance- roads and grass

SW

- TOWF AAH Clean up resulted in 32 bags (not reflected in Town volunteer totals).
- Some equipment issues throughout the month
- Having to use temps to compensate for unfilled positions
- Contractor has continued misses in some area but has announced the addition of a 7th truck for Wake Forest soon.
- The landfill survey resulted in the need to advise with the NCDEQ. We are currently awaiting guidance from them on next steps.

Fleet

- Fleet completed 279 work orders in August for a combined shop productivity average of 74% of billable hours. The 4 mechanics completed 9 combined hours of training. Fleet completed a fabrication project to rebuild the ejector plate on the solid waste vehicle # 5816. This project took over 45 labor hours to complete. The shop staff has been preparing for the upcoming Citizen Academy by plotting the layout of the station that will display the vehicle/equipment with the photo story boards.

Urban Forestry

- Heritage street tree pruning continues
- J. Muse received CDL Class A
- Met with contractor on Joyner Pecan Grove project

SOLID WASTE

	AUGUST 2022	AUGUST 2021
New Construction Homes Added	69	65
New Cart Sets	69	65

RECYCLING

	AUGUST 2022	AUGUST 2021
Volunteer Collected Litter	75	85
Volunteer Collected Recycling	0	10
Volunteer Hours	16	8
Volunteer Miles of Streets	0	3
Sections of Roads Cleaned (not miles)	0	2
Number of Creeks Cleaned	1	0
Number of Litter Kits Issued/Returned	1	0

CEMETERY

	AUGUST 2022	AUGUST 2021
Number of Plots Sold	5	1
Number of Niches Sold	0	0
Total Plots Available	51	325

Renaissance Centre for the Arts

EVENT & PROGRAM ATTENDANCE

	AUGUST 2022	AUGUST 2021
Monthly In-Person Attendance	2157	1183
Virtual Views	31	73
Ticketed Events Held	1	0
Free Events Held	0	0

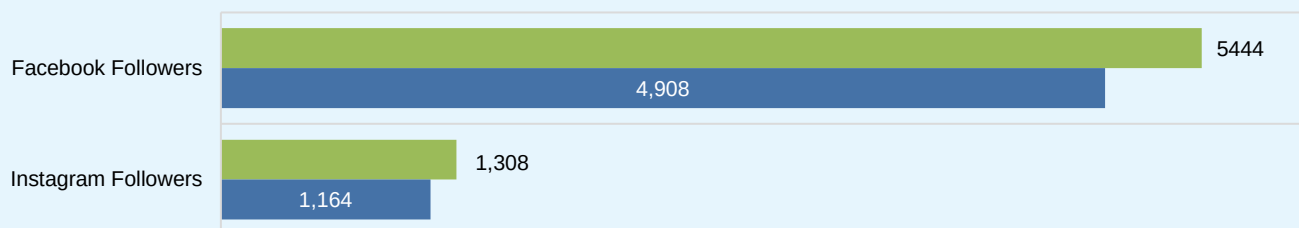
RENAISSANCE CENTRE PROGRAM GUIDE

[VIEW](#)

- The Renaissance Centre welcomes two new Sapphire level partners to the Partners' Circle, Rhodes Law Firm, PLLC and Wind Chime Wealth Partners.
- Over one hundred campers enriched their summer by learning new musical theatre skills by participating in one of the 5 musical theater camps offered at the Renaissance Centre.
- The RC volunteers attended training on August 16 covering everything from customer service to safety for our theater goers. In addition, the RC full and part-time staff participated in Active Shooter training led by WFRD and fire extinguisher training led by WFFD.

SOCIAL ENGAGEMENT

■ Aug-22 ■ Aug-21



Wake Forest Power

CUSTOMER SUMMARY

	AUGUST 2022	AUGUST 2021
Electric Meters/Customers	7,052	6,540
Pre-Pay Power Customers	458	459
H.O.P.E. Participants	46	44
N.C. GreenPower Participants	17	17

POWER OUTAGES

	AUGUST 2022	August2021
Total Number of Customers Affected by Outages this Month	36	62
Average Number of Customers Affected per Outage	12	31

PAYMENTS RECEIVED

	JULY 2022	AUGUST 2022
eSuite Credit Card Payments	\$314,215	\$293,957
eSuite Credit Card Payments (Pre-Pay)	2,641	2,403
Paymentus CC Payments	743,199	766,409
Paymentus CC Payments (Pre-Pay)	47,750	58,061

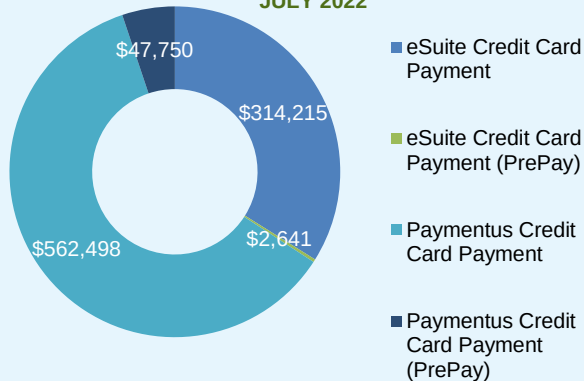
NUMBER OF TRANSACTIONS

	JULY 2022	AUGUST 2022
eSuite Credit Card Payments	783	574
eSuite Credit Card Payments (Pre-Pay)	61	57
Paymentus CC Payments	4,210	4,121
Paymentus CC Payments (Pre-Pay)	1,481	1,482

Note: Transitioning to Paymentus

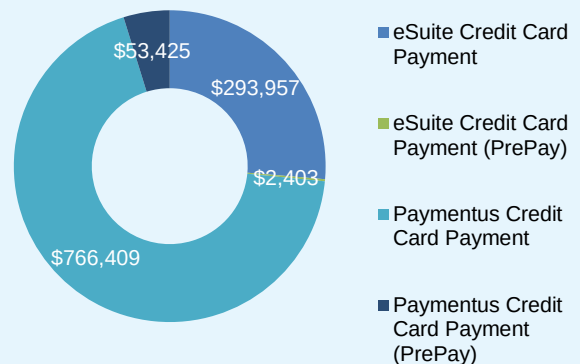
PAYMENTS RECEIVED

JULY 2022



PAYMENTS RECEIVED

AUGUST 2022



Advisory Boards

Historic Preservation Commission

MEETINGS

Most recent meeting held	August 10, 2022
Number of members in attendance	7 of 9

The Historic Preservation Commission (HPC) participated in a staff-led training about National Register Listing and Local Historic Landmark Designation and the differences between the two programs. The HPC approved a local historic district grant application to replace a window in-kind at 222 N. Main Street. Staff provided updates on the Historic Home Tour, COA approvals, and the status of the Historic Preservation Plan.

Human Relations Council

MEETINGS

Most recent meeting held	8/25/2022
Number of members in attendance	12 out of 13

Planning continues for Good Neighbor Day.

Public Art Commission

MEETINGS

Most recent meeting held	August 25, 2022
Number of members in attendance	7 out of 10

The Commission heard a presentation on the Strategic Plan from Lisa Hayes.

Parks, Recreation & Cultural Resources Advisory Board

MEETINGS

Most recent meeting held	August 22, 2022
Number of members in attendance: 10 members attended this month, 2 were absent	

Work Group Reports:

Art in the Park Event – Alex Druar: Sign up for afternoon session was slower than the morning session. We have 57 slots filled out of 60.
Unplugged Event – Sandy Thomason: No water games or balloons. Volunteers should arrive at 4pm. Activities will be from 5pm-7pm.

Technology Advisory Board

MEETINGS

Most recent meeting held	August 22, 2022
Number of members in attendance	5 of 8

The board was updated on the Smart City project and started preplanning for the STEM event in April.

Urban Forestry Board

MEETINGS

Most recent meeting held	8/23/22
Number of members in attendance	6 out of 11

The board worked on the pathways project and a possible tree walk area.



Board of Commissioners Agenda Item Report

Agenda Item No.: 2021-454-

Submitted by:

Submitting Department: Administration

Meeting Date: September 20, 2022

SUBJECT

Wake County Tax Release

Recommendation:

Item Summary:

ATTACHMENTS

- [WF-TXREP-SEPT2022MTG-KIP-TERRY.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

September 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 September 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

Tax Committee Meeting: 08/18/2022

Board of Commissioners Meeting: 09/06/2022

TO: Wake County Board of Commissioners and Town Board of Wake Forest

FOR: Consideration of Requests for Adjustments, Rebates, and/or Refunds of Penalties

Approved by:

Kim Lorbacher

The Wake County Tax Committee has approved the following policy to recommend relief of the late listing and/or vehicle penalties when at least one of the following conditions apply:

1. New to North Carolina
2. First time listing
3. Previous year listing on time
4. Omitted item(s) from listing - Current/previous listing on time
5. Military Deployment
6. Provided proof of timely listing

Relief Codes:

Item #	Taxpayer(s)	Description Jurisdiction	Account # / Year For Payment Status	Late List Appealed	Appeal/Request Type	Recommendation	Relief Code
18175	GENERAL PARTS DISTRIBUTION LLC RYAN LLC PO BOX 56607 ATLANTA GA 30343-0607	BUSINESS PERSONAL PROPERTY WAKE FOREST	0006722644 2022 Not Paid	\$64.83	Late List Penalty	Granted	6

This List Requires Board Action

Tax Committee Members: Natasha Baldwin, City Of Raleigh
Kim Lorbacher, Wake County Finance
Jessica Murphy-Rhem, Town Of Cary

M. Kinrade

Marcus Kinrade, Tax Administrator

Tax Committee Meeting: 08/18/2022

Board of Commissioners Meeting: 09/06/2022

TO: Wake County Board of Commissioners and Town Board of Wake Forest

FOR: Consideration of Requests for Value/Special Situations

Approved by:

Kim Haba

Item #	Taxpayer(s)	Description Jurisdiction	Account # / Year For Payment Status	Value Appealed	Appeal/Request Type	Recommendation
18151	AGATE, PATRICK CRISWELL-AGATE, JESSICA 405 TRIUMPH LN WAKE FOREST NC 27587-2648	405 TRIUMPH LN WAKE FOREST	0000457665 2021 Paid in Full	\$950	Refund Request <i>Granted</i>	<i>Granted</i>

This List Requires Board Action

Tax Committee Members: Natasha Baldwin, City Of Raleigh
Kim Lorbacher, Wake County Finance
Jessica Murphy-Rhem, Town Of Cary

M. Kinrade

Marcus Kinrade, Tax Administrator



WAKE COUNTY TAX ADMINISTRATION

Rebate details

7/1/2022 - 7/31/2022

DATE 07/31/2022

TIME 01:27:03 PM

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WAKE FOREST

REBATE NUMBER	PROPERTY	SPEC DIST	CITY TAG	LATE LIST	BILLED INT	TOTAL REBATED	PROCESS DATE	ACCOUNT NUMBER	TAX YEAR	FOR YEAR	BILLING OWNER TYPE
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WAKE FOREST SPEC DIST

BUSINESS ACCOUNTS

822202	46.61	13.18	0.00	0.00	0.00	59.79	07/28/2022	0006903920	2022	2022	000000 STYLE HOUSE DESIGN LLC
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Subtotal for

BUSINESS ACCOUNTS	46.61	13.18	0.00	0.00	0.00	59.79	1 Properties Rebated
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TOTAL WAKE FOREST SPEC DIST	46.61	13.18	0.00	0.00	0.00	59.79	1 Properties Rebated for the District/City
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WAKE FOREST (Not In District)

BUSINESS ACCOUNTS

822339	14.75	0.00	0.00	0.00	0.00	14.75	07/29/2022	0006608385	2022	2022	000000 BUILDERS GROUP CUSTOM HOMES INC
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Subtotal for

BUSINESS ACCOUNTS	14.75	0.00	0.00	0.00	0.00	14.75	1 Properties Rebated
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INDIVIDUAL PROPERTY ACCOUNTS

821536	36.38	0.00	0.00	3.64	0.00	40.02	07/25/2022	0006865907	2021	2021	000000 GODFREY, CHRISTOPHER LEE
821535	41.58	0.00	0.00	4.16	0.00	45.74	07/25/2022	0006865907	2020	2020	000000 GODFREY, CHRISTOPHER LEE
822347	112.31	0.00	25.00	0.00	0.00	137.31	07/29/2022	0006972170	2022	2021	000000 WIGGER, BENJAMIN MARIS



WAKE COUNTY TAX ADMINISTRATION

Rebate details
7/11/2022 - 7/31/2022

WAKE FOREST

DATE 07/31/2022
TIME 01:27:03 PM
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REBATE NUMBER	PROPERTY	SPEC DIST	CITY TAG	LATE LIST	BILLED INT	TOTAL REBATED	PROCESS DATE	ACCOUNT NUMBER	TAX YEAR	YEAR FOR	BILLING OWNER TYPE
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Subtotal for											
INDIVIDUAL											
PROPERTY	190.27	0.00	25.00	7.80	0.00	223.07	3 Properties Rebated				
ACCOUNTS											

INDIVIDUAL REAL ESTATE ACCOUNTS

819893	241.93	0.00	0.00	0.00	0.00	241.93	07/01/2022	0000280495	2022	2022	000000 HOPE, ANNIE ARLENE
819906	30.34	0.00	0.00	0.00	0.00	30.34	07/01/2022	0000248175	2022	2022	000000 SILVEY, JEANNE R
819974	728.99	0.00	0.00	0.00	0.00	728.99	07/01/2022	0000345511	2022	2022	000000 HYMAN, RONNIE
819986	1,087.33	0.00	0.00	0.00	0.00	1,087.33	07/01/2022	0000358155	2022	2022	000000 KEATING, JOHN H

Subtotal for											
INDIVIDUAL											
REAL	2,088.59	0.00	0.00	0.00	0.00	2,088.59	4 Properties Rebated				
ESTATE											
ACCOUNTS											

TOTAL	2,293.61	0.00	25.00	7.80	0.00	2,326.41	8 Properties Rebated for the District/City				
WAKE											
FOREST (Not											
In District)											

TOTAL FOR											
CITY											
WAKE	2,340.22	13.18	25.00	7.80	0.00	2,386.20	9 Properties Rebated for the City				
FOREST											



WAKE COUNTY TAX ADMINISTRATION

Rebate details
7/1/2022 - 7/31/2022

WAKE FOREST

DATE 07/31/2022
TIME 01:27:03 PM
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REBATE NUMBER	PROPERTY	SPEC DIST	CITY TAG	LATE LIST	BILLED INT	TOTAL REBATED	PROCESS DATE	ACCOUNT NUMBER	TAX YEAR	YEAR FOR	BILLING TYPE	OWNER
Grand Total:	49,196.06	20.17	14,030.00	194.53	0.00	63,440.76	117	Properties Rebated for All Cities				



Board of Commissioners Agenda Item Report

Agenda Item No.: 2021-469-

Submitted by:

Submitting Department: Administration

Meeting Date: September 20, 2022

SUBJECT

Commissioner Reports

Recommendation:

Item Summary:

ATTACHMENTS

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