

**ZEBULON
BOARD OF COMMISSIONERS
AGENDA
June 6, 2022
7:00pm**

All meetings are live streamed on Facebook and posted to YouTube after the meeting.

I. PLEDGE OF ALLEGIANCE

II. APPROVAL OF AGENDA

III. SCHOOL RECOGNITION

1. Zebulon Elementary School

1. Carson Porter – Student
2. Robynn Rambo – Teacher

IV. PUBLIC COMMENT PERIOD

All wishing to speak must sign up prior to 6:50pm. The comment period will be no longer than 15 minutes with speakers having three minutes each to speak. No speaker can speak on a public hearing item or any item that would need to be discussed under closed session. Speakers cannot give their minutes to another speaker. If you would like to submit comments to be read into the record at the meeting, please send comments, of 400 words or less, to Stacie Paratore (sparatore@townofzebulon.org) by 3:00pm on June 6, 2022.

V. CONSENT

A. Minutes

1. May 2, 2022 – Regular Meeting
2. May 2, 2022 – Closed Session
3. May 9, 2022 – Joint Public Hearing
4. May 10, 2022 – Work Session
5. May 19, 2022 – Work Session

B. Finance

1. Monthly Items
 - a. Wake County Tax Report
 - b. Monthly Financial Report
2. Budget Adjustments
 - a. Ordinance 2022-47 – Greenway Capital Reserve
 - b. Ordinance 2022-48 – Placing Unspent Capital Expenditures into Reserves
3. General
 - a. Resolution 2022-19 – FY 2023 Appointment of Tax Collector

C. General

1. Parks and Recreation Quarterly Report

D. Public Works

1. Resolution 2022-21 – Shepard’s Park 2B and 2C Infrastructure Acceptance

VI. PUBLIC HEARING

A. FY '23 Budget Public Hearing

VII. OLD BUSINESS

A. Planning

1. Ordinance 2022-42 and Resolution 2022-13 – Text Amendment 2022-05 Utility Allocation
2. Ordinance 2022-39 – Text Amendment 130.01 Alcohol Regulations

B. Parks and Recreation

1. Facility Use Policies

VIII. NEW BUSINESS

A. Planning

1. Historic Marker Project

B. Budget

1. Budget 2022-2023 – Ordinance 2022-51

C. Administration

1. Meeting Schedule

D. General

1. May 25, 2022 – Special Called Meeting
2. May 26, 2022 – Work Session
3. Ordinance 2022-46 – Police and Fire Off-duty Employment Reimbursement
4. Ordinance 2022-52 – Tax Revenue for Governing Body Professional Services and Police Fuel Expense
5. Police Quarterly Report
6. Renewal of Fire Contract with Wake County
7. Ordinance 2022-49 - Text Amendment 2022-06 Flood Hazard Overlay Update
8. Ordinance 2022-50 - Play Zebulon Implementation: Soccer Fields on GSK Property
9. Resolution 2022-20 – Downtown Concert Series: Street Closures

IX. BOARD COMMENTS

X. MANAGER’S REPORT

A. Fire employee recognition

B. Planning employee introduction

Zebulon Board of Commissioners
Minutes
May 2, 2022

Present: Glenn York, Beverly Clark, Quentin Miles, Larry Loucks, Shannon Baxter, Jessica Harrison, Joe Moore-Town Manager, Lisa Markland-Town Clerk, Chris Ray-Public Works, Jacqui Boykin-Police, Chris Perry-Fire, Sheila Long-Parks & Recreation, Bobby Fitts-Finance, Michael Clark-Planning, Eric Vernon-Town Attorney

Mayor York called the meeting to order at 7:00pm.

PLEDGE OF ALLEGIANCE

The pledge of allegiance was led by Commissioner Miles.

APPROVAL OF AGENDA

Commissioner Baxter amended the agenda to move Ordinance 2022-38 – Police Vehicle Repair and Fire Equipment Maintenance – Appropriation of Insurance Proceeds, Fire/EMS Station Memorandum of Understanding with Wake County, Parks and Recreation Facility Use Policies under New Business. Mayor York moved the items to New Business under E.

Commissioner Baxter made a motion, second by Commissioner Miles to remove Ordinance 2022-39 from the agenda. There was no discussion and the motion passed unanimously.

Commissioner Baxter made a motion, second by Commissioner Loucks to remove Ordinance 2022-42 from the agenda. There was no discussion and the motion passed with a vote 4 to 1 with Commissioners Baxter, Loucks, Miles and Harrison voting in favor and Commissioner Clark voting in opposition.

Commissioner Baxter made a motion, second by Commissioner Loucks to remove Resolution 2022-13 from the agenda. There was no discussion and the motion passed with a vote 4 to 1 with Commissioners Baxter, Loucks, Miles and Harrison voting in favor and Commissioner Clark voting in opposition.

Commissioner Miles asked for the April 21, 2022 minutes to be updated to reflect Commissioner Harrison was in attendance.

Commissioner Miles made a motion, second by Commissioner Baxter to remove the Parks and Recreation Facility Use Polices from the agenda. There was no discussion and the motion passed unanimously.

Commissioner Baxter made a motion, second by Commissioner Miles to approve the agenda as amended. There was no discussion and the motion passed with a vote 4 to 1 with Commissioners Baxter, Loucks, Miles and Harrison voting in favor and Commissioner Clark voting in opposition.

SCHOOL RECOGNITIONS

Mayor York recognized student Jayden Grantham and teacher Zachary Parchomenko, both from Zebulon Middle School.

PROCLAMATIONS

Commissioner Baxter read the Proclamation for Public Service Week.

Commissioner Loucks read the Proclamation for Municipal Clerks Week.

Commissioner Clark read the Proclamation for National Police Appreciation Week.

Commissioner Harrison read the Proclamation for National Public Works Week.

PUBLIC COMMENT PERIOD

Lisa Markland read comments from Norman Martin about his support of 130.01 alcohol regulations.

Lisa Markland read comments from Chris Jorgenson about his support of 130.01 alcohol regulations.

CONSENT

A. Minutes

Commissioner Miles made a motion, second by Commissioner Harrison to approve the minutes of the March 24, 2022 Board mini retreat. There was no discussion and the motion passed unanimously.

Commissioner Miles made a motion, second by Commissioner Harrison to approve the minutes of the April 4, 2022 regular meeting. There was no discussion and the motion passed unanimously.

Commissioner Miles made a motion, second by Commissioner Harrison to approve the minutes of the April 4, 2022 closed session. There was no discussion and the motion passed unanimously.

Commissioner Miles made a motion, second by Commissioner Harrison to approve the minutes of the April 11, 2022 joint public hearing. There was no discussion and the motion passed unanimously.

Commissioner Miles made a motion, second by Commissioner Harrison to approve the minutes of the April 14, 2022 Board mini retreat. There was no discussion and the motion passed unanimously.

Commissioner Miles made a motion, second by Commissioner Harrison to approve the minutes of the April 21, 2022 work session. There was no discussion and the motion passed unanimously.

B. Finance

Commissioner Miles made a motion, second by Commissioner Harrison to approve the Wake County tax report. There was no discussion and the motion passed unanimously.

Commissioner Miles made a motion, second by Commissioner Harrison to approve the monthly financial report. There was no discussion and the motion passed unanimously.

Commissioner Miles made a motion, second by Commissioner Harrison to approve Ordinance 2022-37 – NCLM Grant – Police Outer Carrying Vests. There was no discussion and the motion passed unanimously.

Commissioner Miles made a motion, second by Commissioner Harrison to approve the Planning Quarterly Report. There was no discussion and the motion passed unanimously.

OLD BUSINESS

A. Planning

1. Ordinance 2022-40 – TA 2022-03 Dumpster Enclosure

Michael Clark spoke about the proposed amendment to the UDO to create regulations pertaining to dumpster enclosures for commercial and mixed-use buildings. Examples of the current regulations were shown.

The proposed regulations would require the dumpster building materials to be the same as the primary structure. The regulations would make the dumpster enclosures more secure, durable and easier to maintain.

The Planning Board unanimously recommended approval as modified at their April 11, 2022 meeting and staff also recommended approval of Ordinance 2022-40.

Commissioner Harrison asked how the modification would affect current businesses. It was explained that staff could not retroactively enforce the regulations unless a property owner made modifications to the site and would be required to meet current standards.

The proposed enclosure regulations would reduce code enforcement issues and keep trash more secure.

Commissioner Loucks made a motion, second by Commissioner Baxter to approve Ordinance 2022-40. There was no discussion and the motion passed unanimously.

2. Ordinance 2022-41 – TA 2022-04 SCM Landscaping

Michael Clark gave examples of storm water control measure landscaping currently allowed and examples under the proposed regulation.

There was a correction in the text amendment to section 5.6.1(9) (b) should state trees instead of streets.

The Planning Board unanimously recommended approval as modified at their April 11, 2022 meeting and staff also recommended approval of Ordinance 2022-41 as modified.

Commissioner Miles inquired who would be financially responsible for upgrades and maintenance. The developers would be responsible for any upgrades and the Homeowner's Associations would be responsible for all future maintenance.

Commissioner Baxter made a motion, second by Commissioner Miles to approve Ordinance 2022-41 as amended. There was no discussion and the motion passed unanimously.

NEW BUSINESS

A. Parks and Recreation

1. Resolution 2022-14 – Juneteenth Event

Sheila Long stated Todd's Production submitted a request to implement an event recognizing Juneteenth. The original scope included music, food trucks, vendors, bounce houses, horse rides and family-friendly activities as well as a request to host a parade. It was explained staff did not have the capacity to offer municipal service support to both events at the same time therefore the event was reduced to the parade only with hopes to expand in the future.

Staff recommended the Board approve the closure of Barbee St. to Arendell Ave. to W. Sycamore St. to Wakefield St. and ending on Barbee St. on Saturday, June 18, 2022 from 12:00pm to 4:30pm and waive associated fees.

Three Resolution options were given to the Board:

- Option A: waive all Town related fees
- Option B: waive fees for road closure/require payment of off duty officers
- Option C: waive no fee

Commissioner Miles wanted to reveal he had worked with Todd's Production but was not in leadership with the organization.

There was discussion about the parade that covered the cost to close a NC DOT road was the same as it would be to close a Town road. There were 25 available parade entries with ATVs, horses, cars, floats and walkers.

Commissioner Miles asked for the end time in Resolution 2022-14 to be changed from 4:00pm to 4:30pm.

The Town's cost for the event would be approximately \$1,500 to cover two Public Works employees and up to nine Police officers. Jacqui Boykin spoke about how it was determined the number of officers needed for the event.

There was discussion about the insurance requirement for events.

Lisa Green with Todd's Production spoke about details of the event.

Commissioner Baxter made a motion, second by Commissioner Miles to approve Resolution 2022-14 option A as amended with the street closures from 12:00pm to 4:30pm. There was no discussion and the motion passed unanimously.

B. Police

1. Resolution 2022-15 – Resolution to sell Chevrolet Tahoe to Maysville Police

Jacqui Boykin stated the Town had a vehicle rotation policy that surplused vehicles with excess mileage and maintenance costs. In FY22, a 2012 Chevrolet Tahoe used in the Police Department was taken out of the operational fleet and readied for surplus sale.

The Maysville Police Department had crashed one of their patrol vehicles and did not have funding to replace the damaged patrol car. Maysville reached out to the Town about their interest in a private sell of the vehicle.

There was discussion about how the Town had received surplused vehicles from other larger municipalities.

Maysville's insurance claim was valued at \$9,000. The sale of the vehicle could generate \$12,000 through a public auction and all revenue from the sale of the vehicle would go into Fleet Capital Reserve.

There were concerns by Commissioner Miles about the vehicle being unfit to donate. Jacqui Boykin clarified the vehicle was in fair condition but had excess mileage and maintenance costs.

Commissioner Loucks made a motion, second by Commissioner Harrison to approve Resolution 2022-15. There was no discussion and the motion passed with a vote 4 to 1 with Commissioners Loucks, Harrison, Baxter and Clark voting in favor and Commissioner Miles voting in opposition.

C. Public Works

1. Resolution 2022-16 and Resolution 2022-17 – Public Auction of Surplus Vehicles

Chris Ray stated there were five vehicles taken out of the operation fleet and readied for surplus sale:

- 2012 Chevrolet Tahoe – Police
- 2012 Dodge Charger – Police
- 2015 Dodge Charger – Police
- 2005 Ford Expedition – Public Works
- 2008 Freightliner leaf truck – Public Works

The Town typically sold surplus passenger vehicles through the NC Department of Administration's State Surplus Property Agency and large, specialty vehicles by electronic auction such as GovDeals.com.

Commissioner Miles asked for maintenance logs of the vehicles. Chris Ray said he would provide the logs.

It was explained the Town had two leaf trucks to serve the Town and the life of a leaf truck was typically 10 to 15 years.

The potential values of each vehicle were given.

Commissioner Clark made a motion, second by Commissioner Harrison to approve Resolution 2022-16 and Resolution 2022-17. There was no discussion and the motion passed unanimously.

2. Ordinance 2022-43 and Ordinance 2022-44 – 2022 Roadway and Storm Drainage Construction Bid Award

Chris Ray spoke about the bids to construct the 2022 roadway and storm drainage project which included the following sub-projects:

- East Vance Street storm drainage improvements
- Annual street surfacing
- Jones Street completion
- US 64 off ramp widening

Narron Construction had the lowest of the four bids at \$925, 351.05 which was significantly over budget. Chris Ray spoke about the price increases being due to the labor and material market.

Staff recommended awarding the Annual Resurfacing and E. Vance Street Storm Drainage projects to Narron Contracting, Inc, and approving Budget Ordinance 2022-43 appropriating Powell Bill Reserves and Budget Ordinance 2022-44 appropriating Stormwater Capital Reserves to the respective projects. Staff did not recommend funding Jones Street completion and the 64 off ramp widening at this time.

The Powell Bill reserves would be \$330,000, street capital reserves would be \$126,000 and stormwater reserves would be a total of \$133,000.

The bid advertisement process was explained.

There were questions about Narron Contracting. It was explained Narron Contracting had performed work for the Town in the past and recently completed the Town's greenway project. Narron was a minority and women owned business. There was discussion about keeping the business in Zebulon. Eric Vernon stated bidding had to be done without discrimination and could not be awarded to a business just because they were located in Zebulon.

Mayor York asked about the street paving schedule Chris Ray explained a formula to determine street paving based on the street conditions was used.

Commissioner Clark made a motion, second by Commissioner Harrison to approve Ordinance 2022-43 and Ordinance 2022-44. There was no discussion and the motion passed unanimously.

D. Administration

1. Board Appointments

Lisa Markland stated there were two in-Town vacancies and one ETJ vacancy. The in-Town vacancies were unexpired terms of members who resigned their positions when they moved their residency outside of Town limits. The in-Town vacancy terms would expire on June 30, 2024, and the ETJ vacancy would expire on June 30, 2025.

The Town received the following applications for the Planning Board:

- Genia LaRese Newkirk applied to fill one of the in-Town vacancies (Ms. Newkirk also served on the Parks and Recreation Advisory Board and the Board of Adjustment).
- Stephanie Jenkins applied for re-appointment as an ETJ member.

Board of Commissioners
Minutes
May 2, 2022

Ms. Newkirk gave her background and stated she would like to resign from the Board of Adjustment if that would allow her to be a part of the Planning Board.

There was agreement among the Board if Ms. Newkirk stepped down from the Board of Adjustment, she could serve on the Planning Board.

Commissioner Baxter made a motion, second by Commissioner Miles to appoint Genia LaRese Newkirk to the Planning Board with a term expiring on June 30, 2024. There was no discussion and the motion passed unanimously.

Commissioner Loucks made a motion, second by Commissioner Harrison to recommend reappointment of Stephanie Jenkins to the Planning Board as an ETJ representative with a term expiring on June 30, 2025. There was no discussion and the motion passed unanimously.

Lisa Markland stated there were two vacancies on the Parks and Recreation Advisory Board with both terms expiring on June 30, 2025.

The Town received an application from the following:

- Brandon Wiggins applied for re-appointment.

Commissioner Harrison made a motion, second by Commissioner Miles to reappoint Brandon Wiggins to the Parks and Recreation Board with a term expiring on June 30, 2025. There was no discussion and the motion passed unanimously.

Commissioner Baxter asked Lisa Markland for a breakdown of appointed board openings. Ms. Markland stated she would email the information to the Board.

2. Budget Presentation FY 2022-2023

Joe Moore began the budget presentation by reviewing the statutory requirements as well as the budget schedule and process. The budget work sessions would be May 10, May 18 and May 26. The public hearing would be June 6 for the Board to consider adoption. The budget ordinance had to be adopted no later than July 1.

There would be more mini retreats later in the year:

- Strategic Plan update – August
- Capital Project Appropriation – September
- Bond Referendum draft – October

Mayor York stated there was a conflict with the work session on May 18 because the CAMPO meeting was that same day. Staff would present other dates and times for consideration at the May 10 work session.

Joe Moore detailed the goals and features by explaining how population was increasing, use of land was changing with land development and the Town of Zebulon needed to have the capacity and capability to handle the changes. The budget goals for a vibrant downtown included revitalizing

downtown and attracting people downtown. Alley activation and the Main Street Program and incentives to improve downtown buildings were included in the FY23 budget.

Federal Fund Appropriation would be used to activate the alleyways behind the fire station and connect to greenways to Little River Park and the Five County Stadium.

The Town was a year and a half ahead of schedule with the NC Mainstreet Program and was eligible to become fully designated as a North Carolina Main Street Community. A full-time coordinator was required for that designation.

The budget goals of growing smart were to meet transportation needs and support a growing community. Items included in the FY23 budget were increases in police and fire staffing, an Economic Development Specialist, a Public Information Officer, improvements to storm drains and assessments for transportation improvements.

The budget goals of small-town life increased walkability and connectedness. The W. Sycamore sidewalk, vibrant downtown, community engagement, placemaking and brand execution were included in the FY23 budget.

Joe Moore went over the budget changes from FY22 to the FY23 proposed budget as well as the general fund fund balance.

Some of the requested positions included in the budget were two Patrol Officers, two Firefighters funded by the Town and three Firefighters funded this year by Wake County, an Engineer, Economic Development Specialist, Mainstreet Coordinator and a part time Public Works Service Technician. Transition of a part-time Parks and Recreation Park Maintenance worker to a full time position. The budget included retention pay for employees, a 5% merit raise and 2% COLA.

Commissioner Loucks asked to see salary data from other towns.

Commissioner Baxter asked for a merit breakdown for FY22.

The engineer position would have both Planning and Public Works responsibilities.

Joe Moore explained the importance of a good credit rating for the Town of Zebulon. Capital funding was reviewed.

The next budget work session was scheduled for May 10 and would include:

- Operations
 - Parks and Recreation
 - Fire Department
 - Public Works operations

- Capital
 - Storm drain
 - Service equipment

- Public Input

The budget was on the Town of Zebulon's website for public viewing as well as physical copies at the Zebulon Library, Eastern Regional Center, Community Center, East Wake Academy and East Wake High School.

Commissioner Loucks asked how other service fees could be implemented and gave the example of the Fire Department. It was explained a master plan would need to be adopted to serve as a rationale for the basis of an impact fee.

E. General

1. Ordinance 2022-38 – Police Vehicle Repair & Fire Equipment Maintenance – Appropriation of Insurance Proceeds

It was explained that the Town's insurance company would pursue the at fault person's insurance and if collected the Town would be reimbursed.

Commissioner Baxter made a motion, second by Commissioner Clark to approve Ordinance 2022-38. There was no discussion and the motion passed unanimously.

2. Fire/EMS Station Memorandum of Understanding with Wake County

Commissioner Baxter asked about the wording Town Council in the Memorandum. Eric Vernon clarified that Town Council and Board of Commissioners could be used interchangeable in the Memorandum.

Commissioner Baxter asked for clarification about language in the Memorandum that stated the entire 10.97-acre parcel would be used for the Fire Department. Eric Vernon explained it was not a designation of the entire parcel, just a statement of what was acquired by the Town.

Commissioner Clark made a motion, second by Commissioner Harrison to approve Fire/EMS Station Memorandum of Understanding with Wake County. There was no discussion and the motion passed with a vote 3 to 2 with Commissioners Clark, Harrison and Miles voting in favor and Commissioners Baxter and Loucks voting in opposition.

BOARD COMMENTS

Commissioner Loucks thanked staff for all of their hard work and encouraged everyone to get vaccinated and wear their masks.

Commissioner Harrison thanked everyone who reached out to the Board regarding the meeting and reminded everyone it was nurses and teacher appreciation week.

Commissioner Clark spoke about the North Carolina League of Municipalities City Vision conference and how she learned a lot of valuable information.

Commissioner Miles recognized Ms. High at Wakefield Mission Baptist Church, thanked Olde Raleigh Distillery for hosting the GSK hiring event, congratulated the owners of the Barbee House on their historic landmark acceptance and invited everyone to the Spring Fest on May 14.

Commissioner Baxter stated the North Carolina League of Municipalities City Vision conference was very helpful, Meals on Wheels was looking for additional drivers to help deliver meals and Spring Fest was scheduled for May 14. The 21st annual Boys and Girls Club charity golf tournament was April 29 and thanked everyone for their hard work in making the event a success.

Mayor York stated May was mental health awareness month and thanked the Board for their participation at the North Carolina League of Municipalities City Vision conference.

MANAGER'S REPORT

Joe Moore had nothing additional to add.

CLOSED SESSION

Per N.C. General Statute § 143-318.11(a)(5): "... to instruct the [Town] staff or negotiating agents concerning the position to be taken by or on behalf of the [Town] in negotiating the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease; ..."

Commissioner Loucks made a motion, second by Commissioner Clark to go into closed session. There was no discussion and the motion passed unanimously.

NOTE: In closed session, Commissioner Baxter made a motion, second by Commissioner Loucks to come out of closed session. There was no discussion and the motion passed unanimously.

Commissioner Baxter made a motion, second by Commissioner Miles to approve Resolution 2022-18. There was no discussion and the motion passed unanimously.

Commissioner Baxter made a motion, second by Commissioner Loucks to approve Ordinance 2022-45 with a total appropriation of \$61,000. There was no discussion and the motion passed unanimously.

Commissioner Harrison made a motion, second by Commissioner Miles to adjourn. There was no discussion and the motion passed unanimously.

Adopted this the 6th day of June 2022.

Glenn L. York—Mayor

SEAL

Lisa M. Markland, CMC—Town Clerk

**Zebulon
Joint Public Hearing
Minutes
May 9, 2022**

Present: Glenn York, Beverly Clark, Quentin Miles, Shannon Baxter, Jessica Harrison, Larry Loucks, Joe Moore-Town Manager, Stacie Paratore-Deputy Town Clerk, Michael Clark-Planning, Edwin Killelte-Police, Sam Slater-Attorney

Planning Board Present: David Lowry, Michael Germano, Stephanie Jenkins, Domenick Schilling, Laura Johnson, Genia Newkirk

Mayor York called the meeting to order at 7:00pm.

APPROVAL OF THE AGENDA

Commissioner Clark made a motion, second by Commissioner Miles to approve the agenda. There was no discussion and the motion passed unanimously.

PUBLIC HEARING

A. Flood Hazard Overlay District

Mayor York opened the public hearing and asked for staff report.

Michael Clark explained the amendments to Sections 3.8.2 and 9.4 of the UDO conformed to the model ordinance standards in compliance with FEMA's adoption of new FIRM Flood Insurance Maps.

It was stated the areas changed over time due to topography changes. FEMA worked with states to change the model ordinance regulations to make sure they were consistent and consistently applied in a jurisdiction. The amendments applied to new and existing development in flood hazard overlays.

The new maps provided further clarification and details of the areas. The new FIRM map was shown.

The state reached out to the Town of Zebulon asking that the changes be incorporated based on FEMA's model ordinances. The changes were explained, and it was stated the new regulations were required to be adopted by the Town.

Staff recommended accepting public comment and referring the matter to the Planning Board for their recommendation.

Commissioner Baxter asked for clarification on an example of a substantial improvement. It was stated if a dwelling was torn down and rebuilt that would constitute substantial improvement, but an upgrade to mechanicals was considered routine maintenance.

Joint Public Hearing
Minutes
May 9, 2022

It was stated the final map and drafts would be on FEMA's website. The existing and proposed flood plan maps could be found at www.Readync.gov.

David Lowry pointed out two typos. One referring to the time to take corrective action should state "no more than 180 calendar days" and under appeals it referred to the Board of Adjustment as the Board of Appeals. Staff would make the corrections.

Commissioner Baxter suggested two sentences that needed to be capitalized.

Mayor York asked if either Board had any more questions. There were none.

Mayor York asked if anyone else wished to speak in favor. There were none.

Mayor York asked if anyone wished to speak in opposition. There were none.

Mayor York closed the public hearing and referred the matter to the Planning Board.

Commissioner Loucks made a motion, second by Commissioner Baxter to adjourn the meeting. There was no discussion and the motion passed unanimously.

Adopted this the 6th day of June 2022.

Glenn L. York—Mayor

SEAL

Lisa M. Markland, CMC—Town Clerk

Zebulon Board of Commissioners
Budget Work Session
Minutes
May 10, 2022

Present: Glenn York, Beverly Clark, Quentin Miles, Shannon Baxter, Larry Loucks, Jessica Harrison, Joe Moore-Town Manager, Lisa Markland-Town Clerk, Bobby Fitts-Finance, Sheila Long-Parks and Recreation, Chris Perry-Fire, Chris Ray-Public Works, Jacqui Boykin-Police, Michael Clark-Planning, Sam Slater-Attorney

Mayor York called the meeting to order at 6:00pm.

APPROVAL OF AGENDA

Commissioner Loucks made a motion, second by Commissioner Baxter to approve the agenda. There was no discussion and the motion passed unanimously.

OLD BUSINESS

A. General-Budget Process

Joe Moore gave an overview of the topics to be discussed at the meeting.

The capital budget funding sources were detailed. The five major revenue streams were property tax, development, sales tax, fund balance and fees. Details of each were given. The funding destinations included transportation, storm drainage, fleet, equipment, service equipment, information technology, property management and community and economic development. The FY22 spreadsheet on stormwater was reviewed to explain the budget process.

Chris Ray explained the Town received \$1.885 million in American Rescue Plan Act (“ARPA”) funds. The funding had to be obligated by December 31, 2024 and spoke about the requirements to use the funds. The stormwater feasibility study was completed September 2021 through April 2022 by The Wooten Company. The study identified six projects with an estimated cost of \$5.6 million. The Town’s infrastructure was 75 to 100 years old with many issues.

The evaluation process for the stormwater condition rating was explained. The categories included:

- Structure – 40%
- Pipe conditions – 30%
- Pipe sizing – 20%
- Public Perception – 10%

The two top priorities were the W. Horton Street basin improvements and W. Sycamore and N. Arendell Ave. The infrastructure at W. Horton Street was under multiple buildings, undersized hydraulically and the pipes were fractured or completely broken. The engineers’ recommendation was detailed, and project photos were shown. The estimated total cost was \$1,573,987.

Commissioner Loucks asked if it was possible someone was dumping sewer through illegal taps. Chris did not believe any wastewater was being dumped in the area.

There was discussion about performing dye testing to assess any areas that could be plugged.

Chris Ray explained the utility relocation allowance. He stated it could be used for relocation of a power pole but was typically used to relocate utilities such as water lines.

The project at W. Sycamore and N. Arendell Ave. had infrastructure located under buildings, hydraulic sizing issues, pipe reverse grade, and flash flooding. The engineers' recommendation was detailed, and project photos were shown. The estimated total cost was \$1,719,875. The estimate did include the constructed wetlands which was approximately \$350,000.

Staff recommended using ARPA funds to fund the W. Horton Street project.

Chris Perry spoke about the service equipment budget. The departmental equipment had a usable life of five years or more and a total acquisition cost of \$5,000 or more. Examples included replacement of police handguns, Fire Department's self-contained breathing apparatus and Fire Department's breathing air compressor.

The Police Department requested two roadside message boards with a cost of \$33,500. The signs were used to address traffic concerns such as speed, congestion, construction, and special events. The Town currently borrowed Wake County's or rented message boards when needed. The Governor's Crime Commission grant would fund \$24,500 with a cost of \$9,000 to the Town.

The Fire Department requested PPE/Turnout gear with a cost of \$25,800. PPE included helmets, boots, coats, pants, gloves, hoods and had a 10-year life. Each set was \$4,300. Wake County would cover 37.8% with a cost of \$16,254 to the Town.

Another requested item was the fire safety house. The house was used to educate citizens at public events and schools about kitchen fire safety, smoke detector safety, exit drills and fireplace safety. The cost was \$10,000. Three defibrillators were requested with a cost of \$5,000. Wake County would cover 37% with a cost of \$3,150 to the Town.

There was discussion about what was done with expired defibrillators. Once defibrillators expired, they could be moved to a vehicle that was not a front-line vehicle such as the tanker truck.

The Board asked what the Town was currently doing to get a message board. The message boards the Town used were either rented or borrowed.

The fire safety house was expected to last quite a while, but staff would look further into the typical life expectancy.

Joe Moore asked if there were any questions or comments on the memos or spreadsheets presented.

Commissioner Loucks asked for the current listing of staff and their salaries.

B. Public Input

There was no one who wished to speak.

Joe Moore gave a preview of Budget Work Session #2. Sheila Long spoke about the Public Input platform and how people could get involved in the budget process and make comments on the proposed budget.

NEW BUSINESS

A. Administration

1. Budget Work Session – Move from May 18 to May 19 at 4:00pm

There was a potential conflict with the next Budget Work Session meeting. Joe Moore presented options for the Board: May 18 at 7:00pm, May 19 at 4:00pm or May 19 at 6:00pm.

Commissioner Harrison made a motion, second by Commissioner Miles to change the Budget Work Session #2 to May 19, 2022 at 4:00pm. There was no discussion and the motion passed unanimously.

Commissioner Clark made a motion, second by Commissioner Loucks to adjourn. There was no discussion and the motion passed unanimously.

Adopted this the 6th day of June 2022.

Glenn L. York—Mayor

SEAL

Lisa M. Markland, CMC—Town Clerk

Zebulon Board of Commissioners
Budget Work Session
Minutes
May 19, 2022

Present: Glenn York, Beverly Clark, Quentin Miles, Shannon Baxter, Larry Loucks, Jessica Harrison, Joe Moore-Town Manager, Lisa Markland-Town Clerk, Bobby Fitts-Finance, Chris Perry-Fire, Chris Ray-Public Works, Jacqui Boykin-Police, Michael Clark-Planning, Sam Slater-Attorney

Mayor York called the meeting to order at 4:00pm.

APPROVAL OF AGENDA

Commissioner Clark made a motion, second by Commissioner Harrison to approve the agenda. There was no discussion and the motion passed unanimously.

FY '23 BUDGET WORK SESSION #2

A. Budget Presentation #2

Joe Moore gave an overview of the topics to be discussed at the meeting. The capital budget presentations included facilities, community and economic development and parks. The operating budget presentations included Police, Planning, Public Works-property and fee schedule questions, comments and requests.

The FY '22 recommended capital budget spreadsheets were passed out to the Board so they could compare last years and this year's budget. It was stated Fire station #2, Police HVAC and the Public Works shed were funded in the FY '22 budget. The FY '22 facility expenditures were \$505,000. The Pubic Works shed was put on hold and has not been constructed.

Chris Perry spoke about the Fire Strategic Plan tasks and how public feedback would be obtained through a public survey. Commissioner Loucks asked to add questions about the thoughts on a bond referendum for a fire station and where the fire station should be located. There were also suggestions to add questions about how get involved in the Fire Department and reviews on experiences with the Fire Department call responses. Mayor York asked to include a question about water rescue in the survey. The Board was in agreement to incorporate the suggested questions and move forward with the survey.

The FY '23 capital request included a fire station sleeping accommodation upgrade. The current situation had five beds. The proposal included using previous training space to increase beds to accommodate volunteers and more employees, provide additional employee separation and increase shower facilities. The budget request was \$221,000.

It was explained how old equipment could be re-used at the new fire station facility. There was discussion about how the Fire Department minimized Covid within the station.

There were questions about sleeping quarters for females. It was explained the proposal included separate sleeping accommodations for female firefighters.

Chris Perry felt confident about the quote for the sleeping accommodation upgrade and stated there was a contingency built into the quote to allow for fluctuating prices.

Fees for fire services included operational fees such as Medicare/Medicaid, false alarms and hazardous materials/motor vehicle accidents. Impact fees for public safety were not currently allowed. Sam Slater would provide the bill number regarding impact fees.

The fire departments that contracted with Wake County were offered the option for a retention bonus. Out of the municipalities Holly Springs, Knightdale and Morrisville were participating and Apex and Wake Forest were not and several were undecided.

Sam Slater stated the bill Commissioner Baxter inquired about was Senate Bill 437 filed on March 31, 2021.

Joe Moore gave a presentation of what was passed in the FY '22 parks capital budget. Some of those items included the picnic areas and court renovation at Gill Street Par, the walking track at Zebulon Elementary School, kudzu eradication at Little River Park and baseball field renovations at Community Park.

The FY '22 Community and Economic Development Fund included the Façade Grant, Streetscape Grant, Building Upfit Grant, Branding: Wayfinding – Phase I, Alley Activation – Phase II, and LED Tree Lighting.

It was explained how the projects were funded. The Town collected \$1,046,000 from recreation impact fees from January to April. Joe Moore stated there would be a late summer/early fall work session for the Board to identify projects for impact fee revenue and projects for a bond or like revenue source. It was explained there needed to be an adopted Parks and Recreation Capital Improvement Plan for the Town to apply for grant funds.

The FY '23 requested projects included tennis court resurfacing, Little River Park designs and grant development, branding/amenity and alley activation/downtown parking.

- Tennis court resurfacing cost estimate was \$24,000
- Little River Park cost estimate was \$10,000
- Branding/amenity cost estimate was \$25,000
- Alley activation/downtown parking cost estimate was \$700,000 (included use of federal allocation)

Joe Moore spoke about the Parks and Recreation Master Plan, Land Use Plan and Transportation Plan and what specific projects those plans included.

Commissioner Miles asked about a bathroom at Gill Street Park. Joe Moore stated Sheila Long would follow-up at the next work session.

Joe Moore gave a fee schedule highlight and handed out the schedule of fees, salary schedule and position schedule. The revenue neutral tax rate was explained. A \$3 yard waste fee was added in FY '22 to fund capital expenses and support stormwater maintenance. In FY '23 the funds would be used toward financing the replacement of medium duty fleet vehicles such as the leaf truck and streetsweeper.

B. Board Comments, Questions and Requests

Commissioner Miles asked about the salaries for Commissioners. There was a supplement added to the salary schedule for Board of Commissioners' stipends. Staff was instructed to do a comparison of Commissioners pay. It was clarified that the request was for all Board members.

Commissioner Miles inquired about the capital costs to retrofit the building to provide office space for Commissioners. Staff would research the information requested. Commissioner Baxter asked specifically for the space across from the Human Resources/IT suite.

C. Public Input

The Town Clerk did not receive any comments, and no one in the audience wished to speak.

Joe Moore gave a preview of Budget Work Session #3.

Commissioner Loucks made a motion, second by Commissioner Baxter to adjourn. There was no discussion and the motion passed unanimously.

Adopted this the 6th day of June 2022.

Glenn L. York—Mayor

SEAL

Lisa M. Markland, CMC—Town Clerk



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

May 3, 2022

Ms. Lisa Markland
Town Clerk
Town of Zebulon
1003 North Arendell Avenue
Zebulon, North Carolina 27597

Dear Ms. Markland:

The Wake County Board of Commissioners, in regular session on May 2, 2022, did not have any tax reports to accept and approve for the Town of Zebulon.

Sincerely,

A handwritten signature in cursive script, appearing to read "Yvonne Gilyard".

Yvonne Gilyard
Deputy Clerk to the Board
Wake County Board of Commissioners

Topic: FY 2022 Monthly Financial Statement Update

Speaker: Bobby Fitts, Finance Director (if pulled from Consent)

Prepared by: Bobby Fitts, Finance Director

Approved by:  Joseph M. Moore II, PE, Town Manager

Executive Summary:

This monthly report summarizes the status of the Town's revenues and expenditures.

Background:

The attached financials are a summary of revenues and expenditures to date. These monthly reports are provided to inform the Board of revenue and expenditure trends throughout the year. The enclosed statements are through May 23, 2022.

Information:

FY '22 Expenditures

More than ten and a half months into Fiscal Year 2022 (79%), the Town has spent approximately \$10,578,000 (~61% of its General Fund budget of \$17,301,449). Some departments are currently higher than 79% spent but this is due to large expenditures that are complete and only smaller operating expenditures remain, except for in Governing Board (see below).

A few individual line items within some departments have gone over their budget due to either market conditions (fuel), unanticipated repairs (Fire), and staff coverage to serve a growing service area (Police, Public Works). One large overage is for Professional Services (Governing Board). Higher than expected legal fees associated with land use development and other unexpected and extra ordinary issues arose this year. Staff will propose appropriating the sales tax revenue, which exceeded budgeted revenue amounts, to cover this overage.

FY '22 Revenues

The following summary provides insight into the revenue activity of the current fiscal year:

- Property Tax (largest revenue stream)
 - + FY 2022 collections: \$8,090,703 collected to date (106% of \$7,628,000 budget).
 - + Observations:
 - # 9.1% more than collected last fiscal year (\$7,417,821).
 - # Majority of property taxes have now come in.
 - # There are 2 months of vehicle tax remaining to be collected as well.
 - # The excess property tax revenue will roll into Fund Balance on June 30.
- Sales Tax (second largest revenue stream)
 - + Comparisons (February's sales (reports lag 3-months)):
 - # \$62,897 (73.3%) more collected than last February for all sales tax.
 - # \$29,633 (78.9%) more collected than last February for "local" sales tax.

- + Year-to-Date comparisons
 - # \$433,020 (+51.0%) more collected than at this time last year for all sales tax
 - # Collections represent 99.4% of budgeted revenues at 67% of the fiscal year.
 - # This extra revenue, if unappropriated for expenditure, would roll into Fund Balance. As mentioned above, you will see a budget amendment to appropriate these excess revenues for covering an overage in Governing Board Professional Services.

- Utilities Sales Tax (5% of revenue stream):
 - + Third disbursement due June 15
 - + Reflects natural gas and electricity sales and heavily weather dependent

- Permits & Zoning
 - + \$189,235 collected total (86% of budgeted revenues (\$220,000))
 - + 28.5% less than what was collected this time last fiscal year (\$264,744).
 - + An indication of development activity and corresponding support services.

- Transportation Impact Fees
 - + \$605,255 collected to date (303% of budgeted revenues (\$200,000)).
 - + 33.9% more than what was collected last fiscal year.
 - + Revenue placed in reserve for transportation projects to be spent within 10 years

Policy Analysis: N/A

Financial Analysis: Budgeted revenue in FY 2022 is \$17,301,449 while year to date revenue collected was \$15,124,102 (87% of budgeted). As shown in the chart on the Revenue Statement, 54.5% of year-to-date revenues come from property taxes as the large majority of the total for the year has been collected.

Staff Recommendation:

No staff recommendation or Board action is necessary. These are informational only.

Attachments:

1. General Fund Fiscal Year 2022 Expenditure Statement and Revenue Statement (as of May 23, 2022)
2. Sales Tax – FY 2022

ZEBULON

NORTH CAROLINA

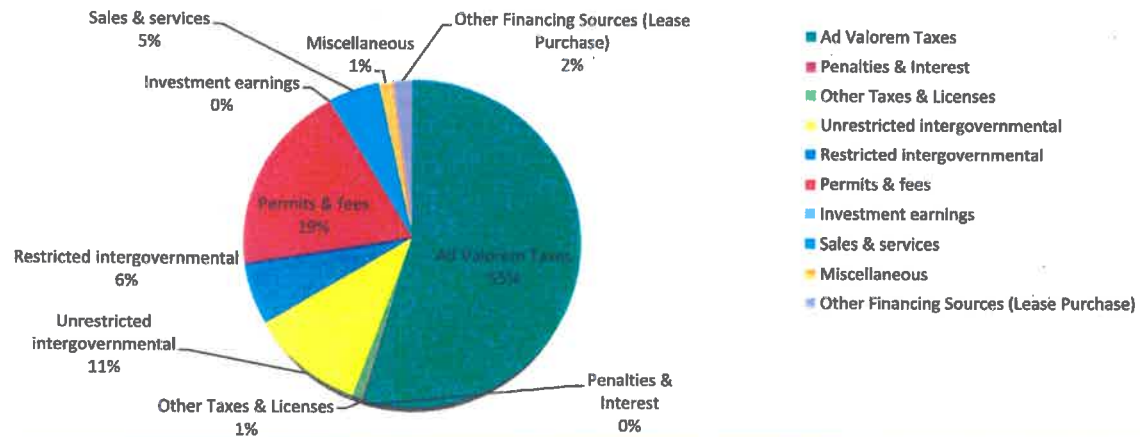
TOWN OF ZEBULON

Revenue Statement: 2021 - 2022
for Accounting Period 6/30/2022
GENERAL FUND

As of 5/23/2022

<u>Revenue Categories</u>	<u>Estimated Revenue</u>	<u>Revenue YTD</u>	<u>% Collected</u>	<u>% of Total Revenue YTD</u>
Ad Valorem Taxes	\$7,672,000	\$8,240,996	107.4%	54.5%
Penalties & Interest	\$13,500	\$23,962	177.5%	0.2%
Other Taxes & Licenses	\$145,400	\$149,090	102.5%	1.0%
Unrestricted intergovernmental	\$1,927,500	\$1,618,264	84.0%	10.7%
Restricted intergovernmental	\$1,013,845	\$914,296	90.2%	6.0%
Permits & fees	\$551,500	\$2,891,008	524.2%	19.1%
Investment earnings	\$3,500	\$5,658	161.6%	0.0%
Sales & services	\$931,400	\$768,124	82.5%	5.1%
Miscellaneous	\$93,382	\$207,704	222.4%	1.4%
Other Financing Sources (Lease Purchase)	\$315,000	\$305,000	0.0%	2.0%
Fund Balance Appropriated	<u>\$4,634,422</u>	<u>\$0</u>	<u>0.0%</u>	<u>0.0%</u>
Total Revenues	\$17,301,449	\$15,124,102	87.4%	100%

Town of Zebulon General Fund % of Total Revenue To Date - FY 2022



ZEBULON

NORTH CAROLINA

TOWN OF ZEBULON
 Expenditure Statement:2021 - 2022
 for Accounting Period 6/30/2022
 GENERAL FUND

As of 5/23/2022

<u>Dept #</u>	<u>Department</u>	<u>Approp Amount</u>	<u>Expenditure YTD</u>	<u>% Exp.</u>
410	GOVERNING BODY	\$435,015	\$399,189	91.8%
420	FINANCE	\$407,016	\$349,942	86.0%
430	ADMINISTRATION	\$1,021,700	\$758,000	74.2%
490	PLANNING AND ZONING	\$672,366	\$506,956	75.4%
500	PUBLIC WORKS-PROPERTY & PROJECT MGMT	\$2,854,915	\$1,668,492	58.4%
510	POLICE	\$2,784,111	\$2,369,452	85.1%
520	PUBLIC WORKS-OPERATIONS	\$3,417,766	\$1,903,937	55.7%
530	FIRE	\$3,038,904	\$1,590,847	52.3%
570	POWELL BILL	\$460,500	\$15,561	3.4%
620	PARKS & RECREATION	\$1,844,011	\$942,936	51.1%
690	COMMUNITY & ECONOMIC DEVELOPMENT	\$365,145	\$72,351	19.8%
	Total Expenditures	\$17,301,449	\$10,577,665	61.1%

Sales Tax

FY 2022

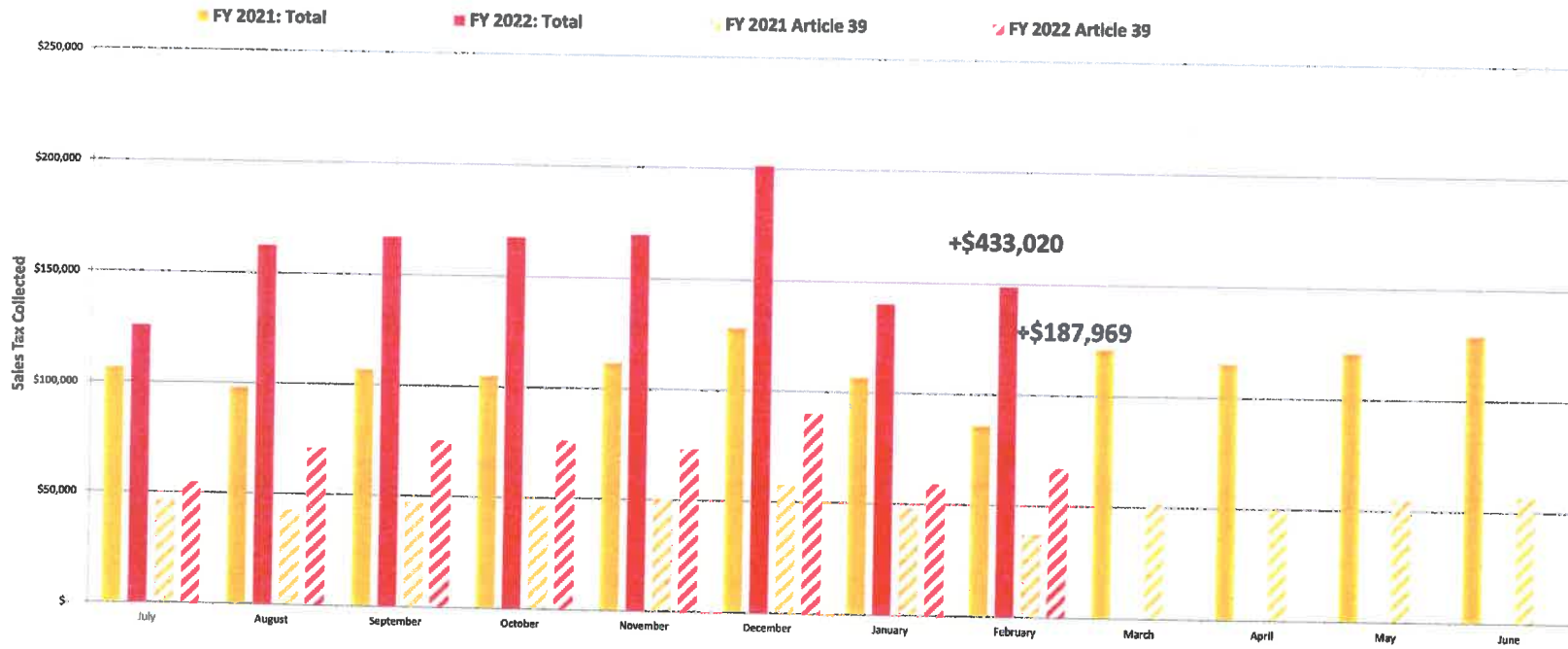
Month	Article 39 (1) *	Article 40 (1/2)	Article 42 (1/2)	Article 44 (1/2)	City Hold Harmless	FY 22 Totals	Prior Year (FY 2021)	% Inc (Dec) from Prior Yr
July	\$ 54,740	\$ 23,633	\$ 27,374	\$ (8)	\$ 19,820	\$ 125,560	\$ 106,293	18.1%
August	70,908	30,305	35,575	0	25,312	162,100	98,134	65.2%
September	75,195	30,242	37,636	(8)	23,969	167,034	107,017	56.1%
October	76,033	30,096	38,111	1	23,345	167,586	105,056	59.5%
November	73,190	32,351	36,680	0	27,435	169,657	111,773	51.8%
December	90,634	36,407	45,390	6	28,988	201,425	128,204	57.1%
January	59,259	27,588	29,798	(0)	23,629	140,273	107,034	31.1%
February	67,203	26,858	33,643	(3)	21,007	148,707	85,810	73.3%
March	-	-	-	-	-	-	121,143	-100.0%
April	-	-	-	-	-	-	115,436	-100.0%
May	-	-	-	-	-	-	120,866	-100.0%
June	-	-	-	-	-	-	129,315	-100.0%
Total	\$ 567,161	\$ 237,479	\$ 284,209	\$ (12)	\$ 193,505	\$ 1,282,342	\$ 849,322	51.0%

FY 2021

Month	Article 39 (1) *	Article 40 (1/2)	Article 42 (1/2)	Article 44 (1/2)	City Hold Harmless	FY 21 Totals	Prior Year (FY 2020)	% Inc (Dec) from Prior Yr
July	\$ 46,727	\$ 19,891	\$ 23,331	\$ (7)	\$ 16,351	\$ 106,293	\$ 94,711	12.2%
August	42,713	18,626	21,327	11	15,457	98,194	96,820	1.4%
September	47,770	19,733	23,858	(2)	15,658	107,017	98,482	8.7%
October	46,956	19,326	23,433	(13)	15,354	105,056	101,205	3.8%
November	50,717	20,199	25,285	(2)	15,574	111,773	100,498	11.2%
December	58,329	23,016	29,146	10	17,704	128,204	108,478	18.2%
January	48,410	19,425	24,185	1	15,012	107,034	84,115	27.2%
February	37,570	16,223	18,734	1	13,282	85,810	85,027	0.9%
March	51,917	23,270	25,950	(2)	20,007	121,143	96,647	25.3%
April	50,198	21,765	25,058	(3)	18,418	115,436	81,112	42.3%
May	54,888	21,736	27,402	0	16,841	120,866	93,940	28.7%
June	56,533	24,213	28,255	2	20,313	129,315	112,742	14.7%
Total	\$ 592,728	\$ 247,422	\$ 295,964	\$ (4)	\$ 199,972	\$ 1,336,082	1,153,778	15.8%

* Net proceeds of the Article 39 tax are returned to the county of origin.

Monthly Summary of Sales Tax Collected



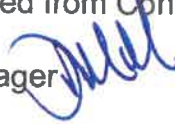
STAFF REPORT
ORDINANCE 2022-47
BUDGET AMENDMENT PLACING GREENWAY IMPACT
FEES INTO RESERVE
JUNE 6, 2022

**Topic: FY 2022 Budget Amendment Request – Greenway Capital Reserve
(Ordinance 2022-47)**

Speaker: Bobby Fitts, Finance Director (if pulled from Consent)

Prepared by: Bobby Fitts, Finance Director

Approved by: Joseph M. Moore II, PE, Town Manager



Executive Summary:

The Board of Commissioners will consider transferring Greenway Impact Fees collected in Fiscal Year 2022 totaling \$58,500.00 into a capital reserve account.

Background:

As part of the Fiscal Year 2020 budget, a new Greenway Impact Fee began being charged on new residential construction at \$500.00/lot. This fee was created to be put towards greenway projects in Town. This fee was eliminated with the inception of the Parks & Recreation Impact Fee during Fiscal Year 2022 (1/1/2022).

Reserves are a means to supplement future capital projects with revenues or one-time savings from completed capital projects.

Discussion:

This appropriation of revenues collected in Fiscal Year 2022 can be set aside in a reserve for future greenway design, permitting, easement acquisition and construction.

Policy Analysis:

NCGS 159-15, as part of The Local Government Budget and Fiscal Control Act, allows amendments to the budget ordinance with Board approval.

Staff Recommendation:

Staff recommends approval of Ordinance 2022-47.

Attachments:

1. Ordinance 2022-47

ORDINANCE 2022-47

BE IT ORDAINED by the Board of Commissioners of the Town of Zebulon, that pursuant to North Carolina General Statutes 159-15, the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2022.

Section 1. To amend the General Fund budget as follows:

	INCREASE	DECREASE
REVENUES		
Greenway Impact Fees	\$58,500.00	
EXPENDITURES		
Parks & Recreation—Greenway Capital Reserve	\$58,500.00	

Section 2. Copies of this amendment shall be furnished to the Town Clerk, and to the Budget Officer, and to the Finance Officer for their direction.

Adopted: June 6, 2022

Effective: June 6, 2022

Glenn L. York - Mayor

ATTEST:

Lisa M. Markland, CMC - Town Clerk

STAFF REPORT
ORDINANCE 2022-48
BUDGET AMENDMENTS PLACING UNSPENT CAPITAL
EXPENDITURES INTO RESERVES
JUNE 6, 2022

Topic: FY 2022 Budget Amendment Requests – Capital Reserve (Ordinance 2022- 48)

Speaker: Bobby Fitts, Finance Director (if pulled from Consent)

From: Bobby Fitts, Finance Director

Prepared by: Bobby Fitts, Finance Director

Approved by:  Joseph M. Moore II, PE, Town Manager

Executive Summary:

The Board of Commissioners will consider transferring unspent capital funds from Fiscal Year 2022 into their respective capital reserve accounts.

Background:

As part of the Fiscal Year 2022 budget, funds were appropriated for various capital projects. These projects came in under budget and the savings they yielded can be directed toward future capital projects. With this ordinance, these savings are placed into Committed portions of fund balance (See the Balance Sheet, page 13 of 6/30/2021 CAFR). These funds are to be used for specific purposes imposed by resolution approved by majority vote by the Board. Once adopted, the limitation imposed by the ordinance remains in place until a similar action is taken (the adoption of another ordinance) to remove or revise the limitation.

The project savings and the respective capital reserve accounts are detailed as follows:

Fleet improvements – regular:

- Operations: Vehicles -- \$10,875.00

Discussion:

This appropriation of savings from Fiscal Year 2022 projects can be set aside in reserves for other capital projects similar to the way the Town has done for years for Stadium projects and Capital Improvement projects.

Policy Analysis:

NCGS 159-15, as part of The Local Government Budget and Fiscal Control Act, allows amendments to the budget ordinance with Board approval.

Staff Recommendation:

Staff recommends approval of Ordinance 2022-48.

Attachments:

1. Ordinance 2022-48

ORDINANCE 2022-48

BE IT ORDAINED by the Board of Commissioners of the Town of Zebulon, that pursuant to North Carolina General Statutes 159-15, the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2022.

Section 1. To amend the General Fund budget as follows:

	INCREASE	DECREASE
REVENUES		
EXPENDITURES		
Operations – Payloader		10,400.00
Operations – Vehicles		475.00
Operations – Capital Reserve (Fleet)	10,875.00	

Section 2. Copies of this amendment shall be furnished to the Town Clerk, and to the Budget Officer, and to the Finance Officer for their direction.

Adopted: June 6, 2022

Effective: June 6, 2022

Glenn L. York - Mayor

ATTEST:

Lisa M. Markland - Town Clerk

STAFF REPORT
RESOLUTION 2022-19
APPOINTMENT OF TAX COLLECTOR
JUNE 6, 2022

Topic: FY 2023 Appointment of Tax Collector – (Resolution 2022-19)

Speaker: Bobby Fitts, Finance Director (if pulled from the Consent Agenda)

From: Bobby Fitts, Finance Director

Prepared by: Bobby Fitts, Finance Director

Approved by:  Joseph M. Moore II, PE, Town Manager

Executive Summary:

The Board of Commissioners will consider appointing the Wake County Revenue Administrator as Tax Collector for the Town of Zebulon.

Background:

Wake County has levied and collected taxes for the Town of Zebulon for more than 20 years. This appointment is an annual requirement for the County to levy and collect taxes for Fiscal Year 2023.

Discussion:

The discussion before the Board is whether to appoint the Wake County Revenue Administrator or Town Staff member as the Tax Collector for the Town of Zebulon.

Policy Analysis:

Section 5.6 of the Town of Zebulon Charter authorizes the Board of Commissioners to appoint a Tax Collector.

Fiscal Analysis:

Wake County handles collections for property taxes for a total cost to the Town of approximately \$44,000 annually. If the Town were to handle this service, we would have to hire additional staff as well as other incidental costs such as materials, legal and other maintenance costs. Their collection rates are also over 99% each year.

Staff Recommendation:

Staff recommends appointing the Wake County Revenue Administrator as Tax Collector for the Town of Zebulon by approval of Resolution 2022-19.

Attachments:

1. Resolution 2022-19

RESOLUTION 2022-19

**APPOINTMENT OF TAX COLLECTOR
FOR THE TOWN OF ZEBULON**

WHEREAS, the Charter for the Town of Zebulon, Section 5.6, authorizes the Board of Commissioners to appoint a Tax Collector, and;

WHEREAS, the Wake County Revenue Administrator is hereby authorized, empowered and commanded to levy and collect taxes set forth in the tax records filed in the Office of the Wake County Revenue Administrator in the amounts and from the taxpayers likewise therein set forth, and;

NOW, THEREFORE BE IT RESOLVED by the Board of Commissioners of the Town of Zebulon that the Wake County Revenue Administrator has full and sufficient authority to levy and collect any real or personal property taxes on behalf of the Town of Zebulon, North Carolina.

Adopted the 6th day of June 2022.

Glenn L. York—Mayor

SEAL

Lisa M. Markland, CMC—Town Clerk

ZEBULON

NORTH CAROLINA

The mission of the Zebulon Parks and Recreation Department is to connect all people and the community through quality parks, facilities, and programs.



**Parks & Recreation
Department**

Jan-March 2022

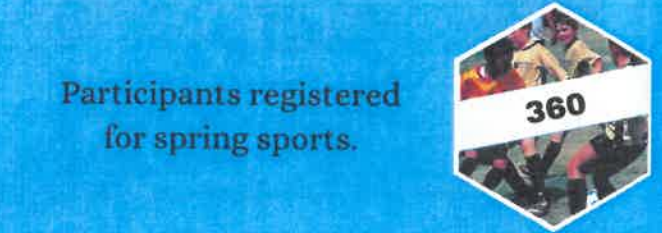
We will preserve and enhance our small town feel by developing more activities and locations to gather with family and neighbors, making Zebulon a safe, connected, family friendly and walkable town.



Small Town Life



Participants enjoyed Superhero Day at Whitley Park.



Participants registered for spring sports.



Enjoyed adult & youth art programs.



Participants registered for NEW toddler sport programs.



Creating Community

The Creative Cup



Uses of fitness programs such as walking, karate, yoga, line dancing, pickleball and the fitness room.



Rentals supported at parks and the Community Center.

We will have a clean, attractive, and historic downtown with a variety of special events, entertainment, shops, restaurants, businesses and housing to serve as the heart of Zebulon, providing a gathering place for the community and a destination for visitors.



Vibrant Downtown



- Initiated planning for Spring Fest and a Downtown Concert Series.
- Released a call for locations for a downtown mural paid for by United Arts of Raleigh and Wake County.
- Supported the first annual St. Patrick's Day Event.



Growing Smart

Our community is growing and we will plan for the growth with appropriate staffing and service levels to address land use and traffic concerns; promote economic development and preserve the affordability of our community.



Collected in Recreation Impact Fees.



Facebook reaches on the ZPRD page with 103 posts.



The classroom at the Community Center was underutilized and due for general maintenance renovations. The room was overhauled to create a flexible space, "The Lounge," that is open for self directed recreation for seniors.



The Parks & Recreation Department held retreats for both staff and the advisory board that also partnered with the Planning Department and their appointed board.

STAFF REPORT
RESOLUTION 2022-21
SHEPARD PARK ROADWAY AND
STORM DRAINAGE ACCEPTANCE
JUNE 6, 2022

Topic: Resolution 2022-21 –Shepard’s Park 2B & 2C Infrastructure Acceptance

Speaker: Chris D. Ray, Public Works Director
From: Chris D. Ray, Public Works Director
Prepared by: Chris D. Ray, Public Works Director
Approved by:  Joseph M. Moore II, PE, Town Manager

Executive Summary:

The Board of Commissioners will consider acceptance of roadway, and storm-drain infrastructure within Shepard Park 2B & 2C for ownership and maintenance per the executed Special Use Agreement 2015-04

Background:

The Town of Zebulon follows a practice where the Board considers acceptance (i.e. ownership and maintenance) of roadway and storm-drain infrastructure installed in new subdivisions. In advance of this consideration, staff determines whether the infrastructure complies and meets the conditions of permits and town standards.

Shepard’s Park has completed the construction of Phase 2B and 2C in accordance with the Special Use Permit 2015-04 (September 8, 2015), the latest version of Town of Zebulon Street and Storm Drainage Standards, and the City of Raleigh Utility Standards. Phase 2B and 2C includes 6 lots (with a total of 302 lots for all phases).

Staff and third-party inspectors/engineers have certified all completed work meets or exceeds Town standards and requirements.

Discussion:

The Board must accept the dedication of streets, curb and gutter, street signage, and storm drainage in Shepard’s Park 2B & 2C for ownership and maintenance if the dedicated work is consistent with the Special Use Permit and meets Town of Zebulon Construction Standards. Otherwise, they would be in breach of the Special Use Permit/Agreement/Contract.

Policy Analysis:

The infrastructure was installed per approved Special Use Permit 2015-04. The infrastructure complies with the latest version of the “Town of Zebulon Street & Storm Drainage Standards and Specifications” and consistent with the Town of Zebulon Uniform Development Ordinance section 6.10.4 for dedication of roadways. The phase 2 B & 2C plat is expected to be recorded with the Wake County Registrar of Deeds within the next two weeks.

Fiscal Analysis:

Shepard’s Park development will dedicate five (5) streets totaling 3,434 linear feet (approximately .65miles), and 1,811 linear foot of storm drainage valued at \$659,521.02. The infrastructure will be added to the Town’s Capital assets (re. Comprehensive Annual Financial Report).

STAFF REPORT
RESOLUTION 2022-21
SHEPARD PARK ROADWAY AND
STORM DRAINAGE ACCEPTANCE
JUNE 6, 2022

The Town has received a one-year warranty on all the dedicated assets. Staff will conduct an 11-month warranty inspection prior to the final overlay to ensure any issues or failures are repaired prior to the final asphalt overlay by the developer.

The Town has received a Subdivision Bond for \$201,975.73 (# SU1180021 from Arch Insurance Company) for Phase 2B and a Subdivision Bond for \$407,931.92 (# SU1180022 from Arch Insurance Company) to ensure the final completion of outstanding items (e.g., final overlay, striping, 5' sidewalks with handicap ramps, greenway trail and boardwalk and stormwater pond conversion).

The Subdivision Bonds is automatically renewed or revised annually to reflect items completed. The Subdivision Bond will remain active until all items have been completed. All inspection and development fees were collected from the developer.

Staff Recommendation:

Staff recommends approval of Resolution 2022-21 for acceptance of Shepard's Park Phase 2B and 2C roadway and storm drainage infrastructure, warranty, and site improvements bond.



STAFF REPORT
RESOLUTION 2022-21
SHEPARD PARK ROADWAY AND
STORM DRAINAGE ACCEPTANCE
JUNE 6, 2022

Attachments:

1. Engineer certification of roadway lengths
2. Engineer certification of dedicated infrastructure
3. Engineering Estimate for Letter of Credit/Bond
4. Subdivision Bond (2) – Arch Insurance Company.
5. Developer warranty and guaranty – Street and Stormwater
6. Developer warranty and guaranty – Water and Sewer
7. Third party engineering reports for sub-grade, stone, and asphalt (thickness and density) for Roadways (TME and Geo-Technologies, Inc)
8. Engineer Certification of Public Water & Sewer
9. Final Waiver and Release of Lien – Roadway and Stormwater
10. Final Waiver and Release of Lien – Water and Sewer
11. Proof of payment for streetlights
12. As-built drawings
13. Payment of construction inspection and planning fees
14. City of Raleigh Conditional Acceptance
15. Resolution 2022-21



February 24, 2022

RE: Shepard's Park – Phases 2B/2C
AWH-19000
Certification of Roadway Lengths

*LAFF
CITY
APPROVED
MS
SUMMER
8/3/22*

I, William T. O'Daniel, as a duly registered Professional Engineer in the State of North Carolina, having been authorized to periodically observe the construction of the above-referenced permitted project, hereby certify to the best of my abilities, that the following table reflects accurate and true information about the roadways installed.

ROADWAY DATA TABLE – PHASES 2B/2C					
STREET NAME	CLASSIFICATION	DESIGN / POSTED SPEED	PUBLIC OR PRIVATE	LF OF NEW ROAD	ROW WIDTH
BERKELEY GLEN ROAD	LOCAL STREET	30 / 25	PUBLIC	1,045	50
FROSTY WAY	RESIDENTIAL COLLECTOR	30 / 25	PUBLIC	193	60
LOGAN CREEK DRIVE	LOCAL STREET	30 / 25	PUBLIC	586	50
MIRROR POND DRIVE	LOCAL STREET	30 / 25	PUBLIC	1,420	50
MOONLIT PLACE	LOCAL STREET	30 / 25	PUBLIC	190	50
TOTAL LF OF PUBLIC ROADS:				3,434	

Sincerely,
MCADAMS

William T. O'Daniel, PE
Engineering Services Manager, Residential



Todd O'Daniel
Feb 28 2022 11:13 AM

MCADAMS

Dedicated Infrastructure Cost Estimate

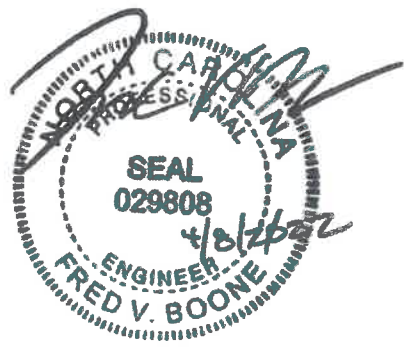
Project Name: Shepards Park-Phase 2B + 2C
 Dedicated Infrastructure Cost Estimate
 Project Number: AWH-19030
 Date: 4/8/2022

LAST APPROVED AS SUBMITTED 4-8-22

Item No.	Description	Quantity	Unit	Unit Prices		Total	
Roadways							
1	Asphalt Surface (2" S9.5B)-1st Lift	11832.89	SY	\$ 8.20	\$	97,029.69	
2	Asphalt Base (2.5" I16.0C) 1st Lift	11832.89	SY	\$ 14.00	\$	165,660.44	
3	8" ABC Stone	11832.89	SY	\$ 14.50	\$	171,576.89	
	2'-6" Curb & Gutter	4826.00	LF	\$ 20.00	\$	96,520.00	
4	Adjust Valve Boxes and Manholes - Bonded; Not Dedicated	0.00	Ea	\$ 450.00	\$	-	
5	24" Stop Bars & Hi-Vis Striping - Bonded; Not Dedicated	0.00	LF	\$ 10.00	\$	-	
6	Signage - Bonded; Not Dedicated	0.00	Ea	\$ 450.00	\$	-	
						Subtotal	\$ 530,787.02
Sidewalks & Trails							
1	5' Sidewalks - Bonded; Not Dedicated	0.00	SY	\$ 36.00	\$	-	
2	ADA Ramps - Bonded; Not Dedicated	0.00	EA	\$ 1,500.00	\$	-	
3	Asphalt Trail - Bonded; Not Dedicated	0.00	SY	\$ 72.00	\$	-	
4	Boardwalk - Bonded; Not Dedicated	0.00	LS	\$ 90,000.00	\$	-	
						Subtotal	\$ -
Stormwater							
1	Stormwater Pipe 15" RCP	299.00	LF	\$ 28.00	\$	8,372	
2	Stormwater Pipe 18" RCP	190.00	LF	\$ 32.00	\$	6,080	
3	Stormwater Pipe 24" RCP	974.00	LF	\$ 42.00	\$	40,908	
4	Stormwater Pipe 30" RCP	196.00	LF	\$ 54.00	\$	10,584	
5	Stormwater Pipe 36" RCP	115.00	LF	\$ 76.00	\$	8,740	
6	Curb inlets w/ Frame & Grate (0'-6')	16.00	EA	\$ 2,200.00	\$	35,200	
7	Curb Inlets w/ Frame & Grate (6'-8')	1.00	EA	\$ 2,850.00	\$	2,850	
8	Curb Inlets w/ Frame & Grate (8'-10')	1.00	EA	\$ 3,400.00	\$	3,400	
9	Yard Inlets w/ Frame & Grate (0'-6')	1.00	EA	\$ 2,100.00	\$	2,100	
10	Junction Box with ring & Cover (0'-6')	1.00	EA	\$ 3,250.00	\$	3,250	
11	Junction Box with ring & Cover (6'-8')	2.00	EA	\$ 3,625.00	\$	7,250	
						Subtotal	\$ 128,734
Total Site Direct Construction Cost							\$ 659,521.02

Construction Cost = \$ 659,521.02

On behalf of Starlight Homes, an engineer's opinion of cost is herein provided for the total cost of the site improvements completed for Shepards Park II Phase 2B plat, which includes Phase 2C, and that will be dedicated to the Town of Zebulon. The developer will enact a financial guarantee for items yet to be completed in order to move forward with recordation of the Shepards Park II Phase 2B plat. It is anticipated that the remaining site improvements will be completed within one year and dedicated to the Town at that time.



#3



March 28, 2022

WTD
APPROVED
3.30.22

Engineer's Certification

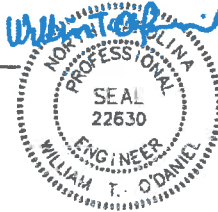
I, William T. O'Daniel, as a duly registered Professional Engineer in the State of North Carolina, having been authorized to observe periodically the construction of the project Shepards Park Phase II – Phases 2B and 2C for the Starlight Homes North Carolina, L.L.C. hereby state that, to the best of my abilities; due care and diligence was used in the observation of the project construction such that the Roadway System and Stormwater Infrastructure was observed to be built within substantial compliance and general intent of the Town of Zebulon Standards and Specifications with the following incomplete exceptions:

1. 5' Concrete Sidewalks and Handicap Ramps
2. Final Asphalt Lift with Striping
3. Pavement Striping
4. SCM Conversion
5. Greenway Asphalt
6. Street Signage

Signature: _____

Registration No.: 22630

Date: _____



Todd O'Daniel
Mar 28 2022 12:01 PM



Engineer's Cost Opinion for Performance Bonding

Project Name: Shepards Park-Phase 2B
Performance Bond

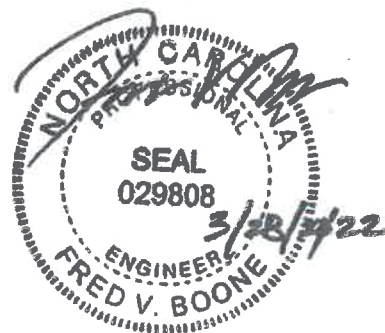
Project Number: AWH-19000

Date: 3/28/2022

Not Filled for Submit

Item No.	Description	Quantity	Unit	Unit Prices		Total
Roadways						
1	Asphalt Surface (1.5" S9.5B)-Final Lift	6837.67	SY	\$ 8.20	\$	47,888.87
1	Adjust Valve Boxes and Manholes	38.00	Ea	\$ 450.00	\$	17,100.00
2	24" Stop Bars	30.00	LF	\$ 10.00	\$	300.00
3	8" Crosswalk Striping	149.00	LF	\$ 4.00	\$	596.00
4	Signage	6.00	Ea	\$ 450.00	\$	2,700.00
				Subtotal	\$	68,584.87
Sidewalks & Trails						
1	5' Sidewalks	880.66	SY	\$ 38.00	\$	33,300.00
1	ADA Ramps	6.00	EA	\$ 1,500.00	\$	9,000.00
				Subtotal	\$	44,300.00
Stormwater Conversion						
SCM B Conversion						
1	Pre-Conversion Survey	1.00	LS	\$ 1,500.00	\$	1,500.00
2	Dewater Pond	0.75	Day	\$ 1,500.00	\$	1,125.00
3	Remove Sediment & Haul off to Landfill	103.37	CY	\$ 12.00	\$	1,240.44
4	Fine Grading	1.50	Day	\$ 3,600.00	\$	5,400.00
5	Onsite Topsoil for Fine Grading	439.67	CY	\$ 3.00	\$	1,319.00
6	Seed and Straw disturbed Surrounding Pond Dam	0.88	AC	\$ 2,900.00	\$	2,282.78
7	Remove Skimmer	1.00	LS	\$ 500.00	\$	500.00
8	Landscaping - Wetland Plants	680.00	EA	\$ 3.50	\$	2,085.00
				Subtotal	\$	15,442.23
Consultant Costs + Escalators						
1	Engineering Design @ 20% Construction Cost	20.00	%	\$ 59,742.23	\$	11,948.45
2	Construction Inspection	15.00	Days	\$ 720.00	\$	10,800.00
3	Geotechnical Testing	1.00	%	\$ 69,742.23	\$	697.42
4	Construction Staking Allowance	1.00	LS	\$ 3,000.00	\$	3,000.00
5	CPI	15.00	%	\$ 59,742.23	\$	8,961.33
6	Asphalt + Concrete Repairs Allowance	1.00	LS	\$ 20,000.00	\$	20,000.00
				Subtotal	\$	55,307.20
Total Site Direct Construction Cost						\$ 183,614.30

Construction Cost = \$ 183,614.30
Performance Bond = \$ 201,975.73
110% of Direct Cost



✓ OK
4-18-22
JMS/EB

SUBDIVISION BOND

Bond No.: SU1180021

Principal Amount: \$201,975.73

KNOW ALL MEN BY THESE PRESENTS, that we
Starlight Homes North Carolina, LLC
900 Ridgefield Drive, Suite 335, Raleigh, NC 27609
as Principal, and
Arch Insurance Company
Harborside 3, 210 Hudson Street Suite 300, Jersey City, NJ 07311-1107 a MO
Corporation, as Surety, are held and firmly bound unto
Town of Zebulon
450 E. Horton Street, Zebulon, NC 27597
as Oblige, in the penal sum of
Two Hundred One Thousand Nine Hundred Seventy Five Dollars and 73/100
(Dollars) (\$ 201,975.73), lawful money of the
United States of America, for the payment of which well and truly to be made, we bind ourselves,
our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these
presents.

WHEREAS, Starlight Homes North Carolina, LLC has agreed to construct in
Shepards Park - Phase 2B Subdivision, in Zebulon, NC the following
improvements:

Shepards Park Phase 2B - Roadways, Sidewalks/Trails, Stormwater Conversion, Consultant
Costs & Escalators.

SPECIAL INSTRUCTIONS: IT IS A CONDITION OF THIS BOND THAT IT SHALL EXPIRE WHEN RELEASED
IN WRITING BY THE OBLIGE AND THE ORIGINAL BOND IS RETURNED TO SURETY. THE BOND WILL RENEW
ANNUALLY AND BE IN FULL FORCE UNTIL BOTH ARE RECEIVED.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said
Principal shall construct, or have constructed, the improvements herein described, and shall save the
Obligee harmless from any loss, cost or damage by reason of its failure to complete said work, then
this obligation shall be null and void, otherwise to remain in full force and effect, and the Surety,
upon receipt of a resolution of the Obligee indicating that the improvements have not been installed
or completed, will complete the improvements or pay to the Obligee such amount up to the
Principal amount of this bond which will allow the Obligee to complete the improvements.

Upon approval by the Obligee, this instrument may be proportionately reduced as the public
improvements are completed.

Signed, sealed and dated, this 12th day of April, 2022

Starlight Homes North Carolina, LLC
Principal

By: _____

Arch Insurance Company
Surety

By: James J. Moore
James J. Moore Attorney-in-Fact



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint: James I. Moore

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (90,000,000.00). Any and all bonds, undertakings, recognizances and other surety obligations.

Surety Bond Number: SU1180021
Principal: Starlight Homes North Carolina, LLC
Obligee: Town of Zebulon

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on December 11, 2020, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on December 11, 2020:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on December 11, 2020, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 2nd day of July, 2021

Attested and Certified

Regan A. Shulman (Signature)

Regan A. Shulman, Secretary



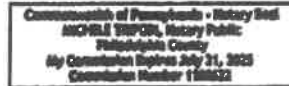
Arch Insurance Company

Stephen C. Ruschak (Signature)

Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

I, Michele Tripodi, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



Michele Tripodi (Signature)

Michele Tripodi, Notary Public
My commission expires 07/31/2025

CERTIFICATION

I, Regan A. Shulman, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated July 2, 2021 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 12th day of April, 2022

Regan A. Shulman (Signature)

Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance - Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102



To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com. Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.

AICPOA040120

Printed in U.S.A.

State of Illinois }
 } ss.
County of DuPage }

On April 12, 2022, before me, Diane M. Rubright, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared, James I. Moore, known to me to be Attorney-in-Fact of Arch Insurance Company, the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires March 23, 2023


Diane M. Rubright, Notary Public



Commission No. 817036

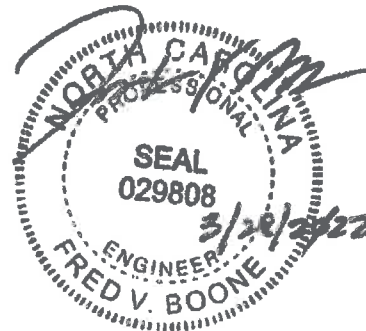
Handwritten notes in red ink:
 1. 10/1/2022
 2. 10/1/2022
 3. 10/1/2022

Engineer's Cost Opinion for Performance Bonding

Project Name: **Shepards Park-Phase 2C
 Performance Bond**
 Project Number: **AWH-19000**
 Date: **3/28/2022**

Item No.	Description	Quantity	Unit	Unit Prices		Total
Roadways						
1	Asphalt Surface (1.5" S8.5B)-Final Lift	5895.22	SY	\$ 8.20		\$ 49,180.82
2	Adjust Valve Boxes and Manholes	11.00	Ea	\$ 450.00		\$ 4,950.00
3	24" Stop Bars & Hi-Viz Striping	130.00	LF	\$ 10.00		\$ 1,300.00
4	Signage	2.00	Ea	\$ 450.00		\$ 900.00
				Subtotal		\$ 56,310.82
Sidewalks & Trails						
1	5' Sidewalks	737.22	SY	\$ 36.00		\$ 28,540.00
2	ADA Ramps	4.00	EA	\$ 1,500.00		\$ 6,000.00
3	Asphalt Trail	925.56	SY	\$ 72.00		\$ 68,840.00
4	Boardwalk	1.00	LS	\$ 90,000.00		\$ 90,000.00
				Subtotal		\$ 189,180.00
Stormwater Conversion						
SCM C Conversion						
1	Pre-Conversion Survey	1.00	LS	\$ 1,500.00		\$ 1,500.00
2	Dewater Pond	1.00	Day	\$ 1,500.00		\$ 1,500.00
3	Remove Sediment & Haul off to Landfill	114.70	CY	\$ 12.00		\$ 1,376.44
4	Fine Grading	2.00	Day	\$ 3,600.00		\$ 7,200.00
5	Onsite Topsoil for Fine Grading	357.11	CY	\$ 3.00		\$ 1,071.33
6	Seed and Straw disturbed Surrounding Pond Dam	0.86	AC	\$ 2,000.00		\$ 1,728.53
7	Remove Skimmer	1.00	LS	\$ 500.00		\$ 500.00
8	Landscaping - Wetland Plants	677.00	EA	\$ 3.60		\$ 2,389.50
				Subtotal		\$ 17,243.81
Consultant Costs + Escalators						
1	Engineering Design @ 20% Construction Cost	20.00	%	\$ 208,423.81		\$ 41,284.78
2	Construction Inspection	15.00	Days	\$ 720.00		\$ 10,800.00
3	Geotechnical Testing	1.00	%	\$ 208,423.81		\$ 2,084.24
4	Construction Staking Allowance	1.00	LS	\$ 3,000.00		\$ 3,000.00
5	CPI	15.00	%	\$ 208,423.81		\$ 30,963.57
6	Asphalt + Concrete Repairs Allowance	1.00	LS	\$ 20,000.00		\$ 20,000.00
				Subtotal		\$ 106,112.57
Total Site Direct Construction Cost						\$ 370,847.20

Construction Cost = \$ 370,847.20
 Performance Bond = \$ 407,931.92
 110% of Direct Cost



APPROVED
4-18-22
LDM

SUBDIVISION BOND

Bond No.: SU1180022

Principal Amount: \$407,931.92

KNOW ALL MEN BY THESE PRESENTS, that we

Starlight Homes North Carolina, LLC
900 Ridgefield Drive, Suite 335, Raleigh, NC 27609

as Principal, and

Arch Insurance Company

Harborside 3, 210 Hudson Street Suite 300, Jersey City, NJ 07311-1107 a MO

Corporation, as Surety, are held and firmly bound unto

Town of Zebulon

450 E. Horton Street, Zebulon, NC 27597

as Oblige, in the penal sum of

Four Hundred Seven Thousand Nine Hundred Thirty One Dollars and 92/100

(Dollars) (\$ 407,931.92), lawful money of the

United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Starlight Homes North Carolina, LLC has agreed to construct in

Shepards Park - Phase 2C, Subdivision, in Zebulon, NC the following improvements:

Shepards Park-Phase 2C - Roadways, Sidewalks & Trails, Stormwater Conversion, Consultant Costs & Escalators.

SPECIAL INSTRUCTIONS: IT IS A CONDITION OF THIS BOND THAT IT SHALL EXPIRE WHEN RELEASED IN WRITING BY THE OBLIGE AND THE ORIGINAL BOND RETURNED TO SURETY. THE BOND WILL RENEW ANNUALLY AND BE IN FULL FORCE UNTIL BOTH ARE RECEIVED.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall construct, or have constructed, the improvements herein described, and shall save the Oblige harmless from any loss, cost or damage by reason of its failure to complete said work, then this obligation shall be null and void, otherwise to remain in full force and effect, and the Surety, upon receipt of a resolution of the Oblige indicating that the improvements have not been installed or completed, will complete the improvements or pay to the Oblige such amount up to the Principal amount of this bond which will allow the Oblige to complete the improvements.

Upon approval by the Oblige, this instrument may be proportionately reduced as the public improvements are completed.

Signed, sealed and dated, this 12th day of April, 2022

Starlight Homes North Carolina, LLC
Principal

By: _____

Arch Insurance Company
Surety

By: James J. Moore
James J. Moore Attorney-in-Fact



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint James I. Moore

its true and lawful Attorney-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (90,000,000.00). Any and all bonds, undertakings, recognizances and other surety obligations.

Surety Bond Number: SU1180022
Principal: Starlight Homes North Carolina, LLC
Obligee: Town of Zebulon

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on December 11, 2020, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on December 11, 2020:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on December 11, 2020, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 2nd day of July, 2021

Attested and Certified

Handwritten signature of Regan A. Shulman

Regan A. Shulman, Secretary



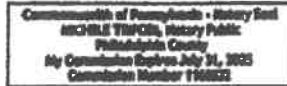
Arch Insurance Company

Handwritten signature of Stephen C. Ruschak

Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

I, Michele Tripodi, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



Handwritten signature of Michele Tripodi

Michele Tripodi, Notary Public
My commission expires 07/31/2025

CERTIFICATION

I, Regan A. Shulman, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated July 2, 2021 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 12th day of April, 2022

Handwritten signature of Regan A. Shulman

Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance - Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102

To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com. Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.



Printed in U.S.A.

Starlight Homes North Carolina, LLC
900 Ridgefield Drive, Suite 335
Raleigh, NC 27609

LOK
APPROVED
3-30-22

March 16, 2022

DEVELOPER'S GUARANTY

Re: Town of Zebulon, NC

Starlight Homes North Carolina LLC (the "Developer") provides the following Statement of Guaranty and Warranty on the referenced project: Shepards Park Phase 2B & 2C.

Developer guarantees and warrants that all material and equipment furnished, and all work performed on the storm water system and street construction in Phase 2B & 2C.

(the "Work") conforms with the Town's requirements, and that this guaranty and warranty will remain in full force and effect for a period of one year from the date of the acceptance of the Work. Developer hereby agrees to indemnify, defend, and hold harmless the Town from and against all costs, loss, and damages, including attorney's fees, arising from the failure of the Work to conform to the Town's standards.

Developer has executed this Developer's Guaranty this 16 day of March, 2022.

Starlight Homes North Carolina LLC

By: *Kellie Simmons*
Name: Kellie Simmons
Title: Vice President of Finance

Sworn to and subscribed before me this 16 day of March, 2022.

[Handwritten Signature]

NOTARY PUBLIC

Commission Expires: 9/24/26

SEAL
MARY HILL HEROLD
NOTARY PUBLIC
WAKE COUNTY, N.C.
My Commission Expires 9-24-2026.

#16

*
STARLIGHT
HOMES

*✓ OK
Approved
AS
Submitted
3/15/22*

November 1, 2021

City of Raleigh Public Works
2500 Operations Way
Raleigh, NC 27604

REF: Shepards Park
Zebulon, North Carolina

To Whom It May Concern:

Starlight Homes North Carolina, LLC has completed of all the public infrastructure (for the Shepard's Park Phase 2C project). This work was installed and inspected by the City of Raleigh. Starlight Homes North Carolina, LLC will provide a one-year warranty against any workmanship defects. This warranty will be effective per the date of the acceptance from the City of Raleigh.

Sincerely,

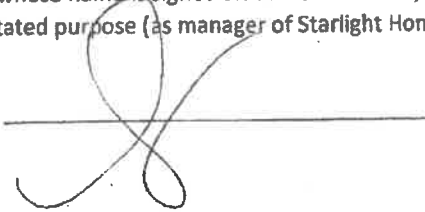


Kellie Simmons
Vice President of Finance

State: North Carolina

County: Wake

On this 1 day of November, 2021 before me, the undersigned notary public appeared Kellie Simmons, VP of Finance, proved to me through satisfactory evidence of identification, to be the person whose name is signed on the letter above, and acknowledge to me that she signed it voluntarily for its stated purpose (as manager of Starlight Homes North Carolina, LLC).



Mary Hill Herold, Notary Public
My Commission Expires: 9/24/26

MARY HILL HEROLD
NOTARY PUBLIC
WAKE COUNTY, N.C.
My Commission Expires 9-24-2026.

5711 Six Forks Road, Suite 300
Raleigh, NC 27609
(919) 235-0128

28

STARLIGHT HOMES

LLC
3.30.22
Approved

March 16, 2022

City of Raleigh Public Works
2500 Operations Way
Raleigh, NC 27604

REF: Shepards Park
Zebulon, North Carolina

To Whom It May Concern:

Starlight Homes North Carolina LLC has completed of all the public infrastructure (for the Shepard's Park Phase 2B project). This work was inspected by the City of Raleigh. Starlight Homes North Carolina LLC will provide a one-year warranty against any workmanship defects. This warranty will be effective per the date of the acceptance from the City of Raleigh.

Sincerely,

Kellie Simmons

Vice President of Finance

State: North Carolina

County: Wake

On this 16 day of March, 2022, before me, the undersigned notary public appeared Kellie Simmons, proved to me through satisfactory evidence of identification, to be the person whose name is signed on the letter above, and acknowledge to me that she signed it voluntarily for its stated purpose (as manager of Starlight Homes North Carolina, LLC).

MARY HILL HEROLD
NOTARY PUBLIC
WAKE COUNTY, N.C.
My Commission Expires 9-24-2026.

Mary Hill Herold, Notary Public
My Commission Expires: 9/24/26

900 Ridgeview Drive
Suite 335
Raleigh, NC 27609

#7



March 31, 2022

Marc Chadwick
Ashton Woods
900 Ridgefield Drive, Suite 335
Raleigh, NC 27609

Reference: Summary of Construction Materials Testing
Shepards Park Phase 2
Franklinton, North Carolina
TME Project No.: 201315C

LODR
APPROVED
AS
Submitted

4-7-22

Dear Mr. Chadwick:

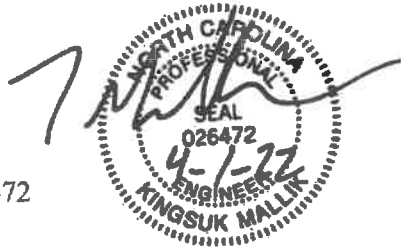
TM Engineering Inc. has provided construction testing services for the asphalt placed in phase 2B and 2C of the Shepards Park subdivision in Zebulon, North Carolina. TME obtained asphalt cores directly from paved interior roadways. Coring locations, asphalt thickness, and densities were recorded and can be found on the attached document. It should be noted that this letter provides a summary of observations and is not a warranty or performance guarantee.

TM Engineering appreciates the opportunity to have provided you with our services on this project. Please contact us if you should have questions regarding this report or if we may be of further assistance.

Sincerely,

TM Engineering, Inc. C3201

Toby Mallik, P.E.
NC Registration No. 026472



David Truesdale
Project Manager

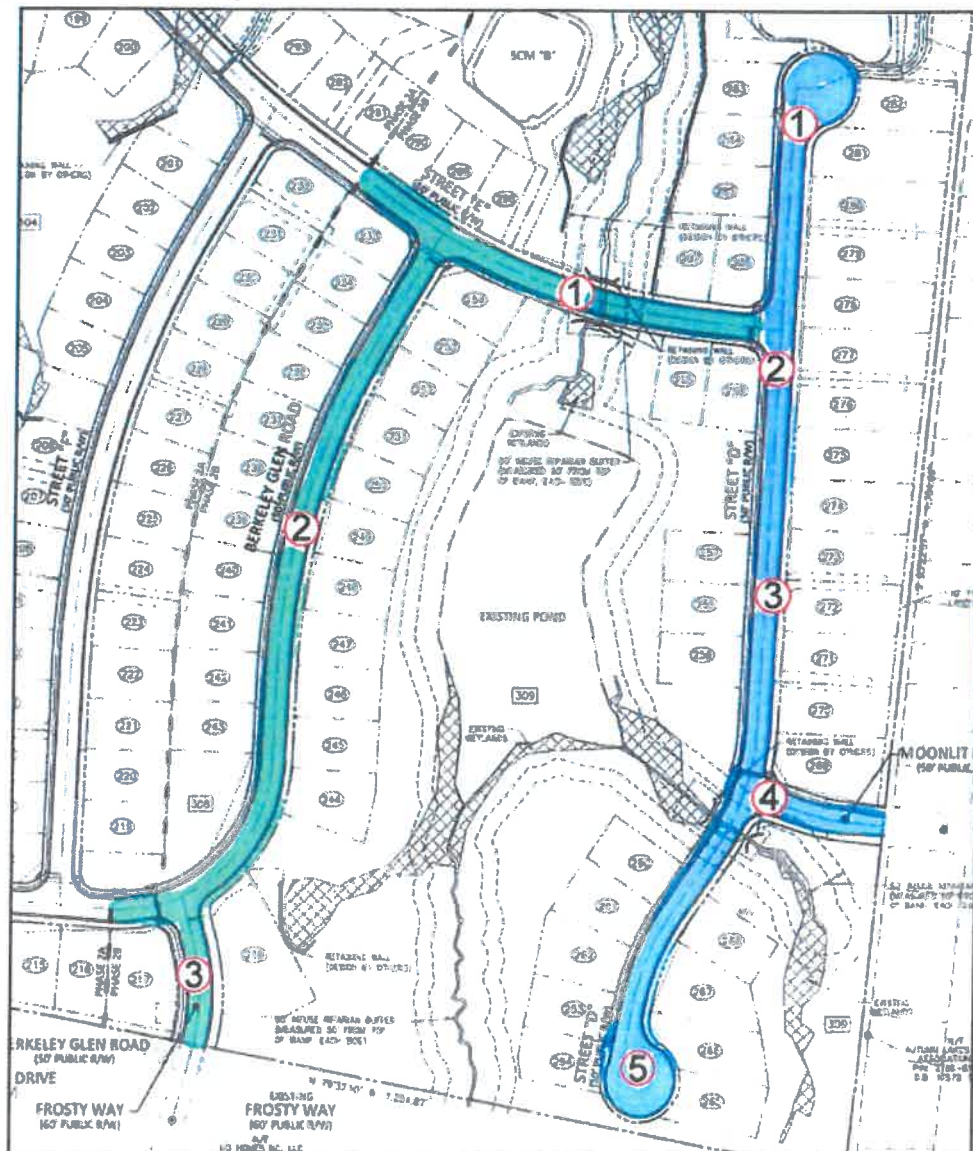
Core #	Mix Type	Dry Weight	Weight in Water	SSD Weight	Volume	Specific Gravity	Rice	Percent Compaction	Thickness (in.)
1	RS 9.5C	1221.1	665.6	1223.3	557.7	2.190	2.424	90.3	1.25
2	RS 9.5C	1567.7	871.3	1589.7	698.4	2.245	2.424	92.6	1.75
3	RS 9.5C	1615.4	897.0	1617.9	720.8	2.241	2.424	92.4	1.75
4	RS 9.5C	1960.5	1078.2	1962.5	884.3	2.217	2.424	91.5	2.125
5	RS 9.5C	1927.0	1067.2	1929.9	862.7	2.234	2.424	92.1	2.125
Average								91.8	1.80

*Depth can be achieved
 O' Cub. *SKL**

Note: The JMF used for this mix is 18-0275-171. The required average compaction for RS 9.5C is 92.0%

Core #	Mix Type	Dry Weight	Weight in Water	SSD Weight	Volume	Specific Gravity	Rice	Percent Compaction	Thickness (in.)
1	RS 9.5B	1363.9	767.9	1367.2	599.3	2.278	2.432	93.6	1.375
2	RS 9.5B	1539.7	848.4	1543.3	694.9	2.216	2.432	91.1	1.75
3	RS 9.5B	2302.1	1302.5	2303.5	1001.0	2.300	2.432	94.6	2.38
Average RS 9.5B								93.1	1.83

Note: The JMF used for this mix is 19-0258-151. The required average compaction for RS 9.5B is 90.0%



HA



February 24, 2022

Marc Chadwick
Ashton Woods
4025 Lake Boone Trail, Suite 200
Raleigh, NC 27607

Handwritten notes in red ink:
Approved as
Submission
Submittal
1988
Special Approval
Add. time / information
Required
3.3.22

Reference: Summary of Greenway Trail
Shepards Park – Phase 2b and 2c
Zebulon, North Carolina
TME Project No.: 201315C

Dear Mr. Chadwick:

TM Engineering Inc. has provided construction testing services for the interior roadways within Phases 2b and 2c of the Shepards Park subdivision in Zebulon, North Carolina. These services included the observation of soil subgrade for greenway trail.

Subgrade conditions were evaluated by proofrolling and probing with a one-half inch diameter steel probe rod. The contractor conducted repairs necessary to provide adequate stability in identified areas to repair near surface issues. The greenway trail is currently under construction and will require additional evaluations of aggregate base course including proofroll and stone density testing prior to be complete. It should be noted that this letter provides a summary of observations at this time and is not a warranty or performance guarantee. Additionally, conditions observed by proofrolls or testing are representative of the conditions at the time and could be altered for many reasons such as weather or construction traffic as construction continues. TME will issue an updated letter after construction of the greenway trail has been completed.

TM Engineering appreciates the opportunity to have provided you with our services on this project. Please contact us if you should have questions regarding this report or if we may be of further assistance.

Sincerely,

TM Engineering, Inc. C3201

Toby Mallik, P.E.
NC Registration No. 026472



David Truesdale
Project Manager

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

DAILY CORE LOCATION & LOT SUMMARY

DATE 01-19-22

PROJECT NO.: Shephards Park MAP / RT. NO.: _____ CONTRACTOR: Blythe PLANT LOCATION: Garner
 BASE TYPE: STONE LANE DESC.: RT/LT BASELINE: EDP
 TYPE MIX: RS9.5B JMF NO.: 18-0259-152 PROJECT ENGINEER: _____

CORE #	TEST SECTION		RANDOM #		LENGTH / WIDTH x RANDOM #		TEST SECTION BEGINNING STATION # G	CORE LOCATION		CORE SAMPLE THICKNESS	PERCENT COMPACTION
	TEST SECTION NO.	LENGTH A	WIDTH B	LENGTH C	WIDTH D	LENGTH E=A x C		WIDTH F=B x D	STATION G+E		
1										2 1/2"	92.2
2										2 3/16"	94.2
3										2 1/4"	91.7

CONSTRUCTION TYPE:
 THE "NEW" CONSTRUCTION CATEGORY WILL BE DEFINED AS PAVEMENTS, EXCLUSIVE OF IRREGULAR AREAS MEETING ALL THREE OF THE FOLLOWING CRITERIA:
 1.) PAVEMENT PLACED ON A NEW AGGREGATE OR SOIL BASE COMPACTED TO THE SPECIFIED DENSITY OR PAVEMENT PLACED ON A NEW ASPHALT MIX LAYER (EXCLUDING WEDGING AND LEVELING);
 2.) PAVEMENT WHICH IS WITHIN A DESIGNATED TRAVEL LANE OF THE FINAL TRAFFIC PATTERN; AND
 3.) PAVEMENT WHICH IS 4.0 FEET (1.2 METERS) OR WIDER.
 AS AN EXCEPTION, WHEN THE FIRST LAYER OF MIX IS PLACED ON AN UNPRIMED AGGREGATE BASE AND IS 2.0 INCHES (50 MILLIMETERS) OR LESS IN THICKNESS, THE LAYER WILL BE INCLUDED IN THE "OTHER" CONSTRUCTION" CATEGORY.
 THE "OTHER" CONSTRUCTION CATEGORY WILL INCLUDE ALL PAVEMENT EXCEPT AS DESCRIBED ABOVE AND ALSO ALL S 475 A MIX TYPES.

NEW OTHER

Gwen Blackman RDI #3279
 * PRINT CERTIFIED QMS TECHNICIAN'S NAME WITH ICAMS#
Gwen Blackman
 * CERTIFIED QMS TECHNICIAN'S SIGNATURE
JAMES H. SIMERA #50955
 * PRINT QC PLANT TECHNICIAN'S NAME WITH ICAMS#
J.H. Simera
 * CERTIFIED QC PLANT TECHNICIAN'S SIGNATURE

LOT AVERAGE 92.7

LOT PASSES X

LOT FAILS

NOTE: CONTRACTOR MUST BE NOTIFIED BY LETTER OF ANY PAY ADJUSTMENTS OR PAVEMENT REMOVAL

* BY PROVIDING THIS DATA UNDER MY SIGNATURE AND/OR ICAMS CERTIFICATION NUMBER, I ATTEST TO THE ACCURACY AND VALIDITY OF THE DATA CONTAINED ON THIS FORM AND CERTIFY THAT NO DELIBERATE MISREPRESENTATION OF TEST

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

WORKSHEET FOR ROADWAY CORE SAMPLE DENSITY DETERMINATION & COMPARISON

PROJECT NUMBER: SHEPHERD'S PARK TYPE MIX: RS 9.5B MIN % COMPACTION REQ: 90.0%

CONTRACTOR: POLYTRIS PLANT LOCATION: CARNER

DATE PLACED	JMF No.	SAMPLE No.	SAMPLE THICKNESS	DRY WT.	SSD WT.	IN WATER WT.	QA SP. GR.	QC SP. GR.	TARGET SP. GR.	QA %	QC %	LIMITS OF PRECISION (1% / 2%)	QA / QC TECHNICIAN SIGNATURE
1/19/22	18-0259-152	1	2 1/2	2404.8	2413.4	1335.1		2.232	2.421		92.2		<i>James H. Jinnon</i> #50952
		2	2 3/16	2099.8	2102.0	1107.1		2.210			94.2		
		3	2 1/4	2062.7	2067.1	1138.0		2.220			91.7		
1/19/22	18-1259-152							2.421	avg.	92.7			
		1		2404.9	2404.8								
		2		2099.8	2099.8								
		3		2062.9	2062.7								

NOTE: QC TO FAX CURRENT FORM TO QA DAILY DURING PRODUCTION.

BY PROVIDING THIS DATA UNDER MY SIGNATURE AND /OR HICAMS CERTIFICATION NUMBER, I ATTEST TO THE ACCURACY AND VALIDITY OF THE DATA CONTAINED ON THIS FORM AND CERTIFY THAT NO DELIBERATE MISREPRESENTATION OF TEST RESULTS, IN ANY MANNER, HAS OCCURRED.



FIELD REPORT

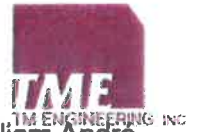
Project Client: **Shepard's Park Phase 2 / Ashton Woods** Date: 06 23 21
 City: Zebulon Forman: Arnofo Contractor: Kenneth West
 Temperature: 83 Weather Conditions: Partly Cloudy Number of Trips: 1
 Personnel: William André Notified Arnofo of Kenneth West of results
 1st Trip Arrived: 11:00 am Left: 12:00 pm 2nd Trip Arrived: _____ Left: _____

REMARKS

TME arrived on-site as requested by contractor. Kenneth West grading contractor was on-site excavating wet organic from greenway area behind lots 282-283. Tech observed wet organic material and probed using a 1/2 inch steel probe rod and found material to be loose and wet to a depth of approximately 3ft. Tech suggested contractor remove wet material and replace with on-site crushed rock material. Tech quantified undercut.

Signature: William André

TME's presence on site is to perform specific services limited to that scheduled by others based on the understanding of our agreement with our client. This report is not an acceptance or approval of site activities. Test results and inspections are representative of our observations only while onsite at that specific time and location and may vary at other locations. The frequency of testing is based on time, scheduling of work by others and properly controlling progress of work in progress. At no time will TME be responsible for safety considerations for other parties on the site.



Project Client: **Shepard's Park Phase 2 / Ashton Woods** City: Zebulon
 Arrived On-Site: 11:00 am Left Site: 12:00 pm Notified: **Arnofo** of Kenneth West

Date: 06/23/21 TME Personnel: **William Andre**
 Paving Contractor: Kenneth West

Location #	Type	Condition	Length (ft)	Width (ft)	Depth (ft)	Square Yards (sy)	Cubic Yards (cy)	Backfill	Reinforcement	Approximate Tonnage (tons)	Detailed Location
1	Greenway	Organics/Topsoil	70.00	12.00	3.00	93.33	93.33	Drainage material			Greenway behind lots 282-283

Circle Measurements

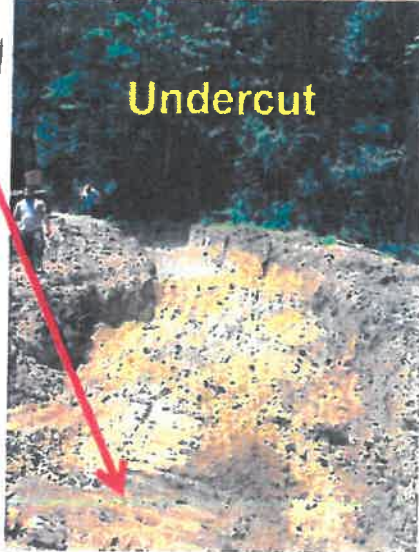
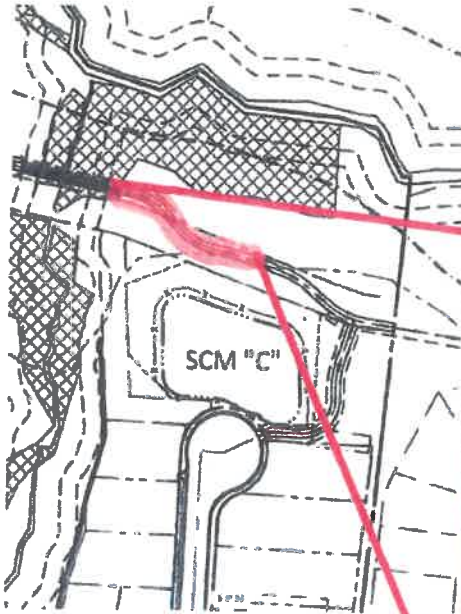
Location #	Type	Condition	Radius	Diameter	Depth (ft)	Square Yards (sy)	Cubic Yards (cy)	Backfill	Reinforcement	Approximate Tonnage (tons)	Detailed Location

Signature: William Andre
 The above report is the field rendition of the author only and subject to review.

FIELD REPORT ATTACHMENTS

Project Client: Shepard's Park Phase 2 / Ashton Woods Personnel: William André Date: 06/23/21

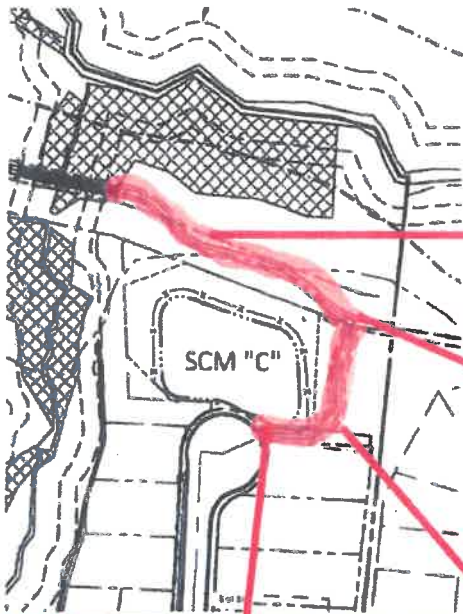
 = undercut



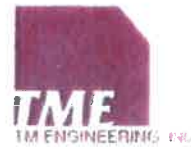
All locations should be considered approximate and were not surveyed

FIELD REPORT ATTACHMENTS

Project Client: Shepard's Park Phase 2 / Ashton Woods Personnel: William André Date: 06/23/21



All locations should be considered approximate and were not surveyed.



FIELD REPORT

Project Client: Shepard's Park Phase 2 / Ashton Woods Date: 06/24/21
City: Zebulon Forman: Steven Contractor: Kenneth West
Temperature: 83 Weather Conditions: Partly Cloudy Number of Trips: 1
Personnel: William André Notified Steven of Kenneth West of results
1st Trip Arrived: 12:00 pm Left: 2:00 pm 2nd Trip Arrived: Left:

REMARKS

TME arrived on-site as requested by contractor. Kenneth West grading contractor was on-site. Tech met with Steven of Kenneth West and Roger from the Town of Zebulon and observed contractor perform a proof roll of the soil subgrade for greenway located behind SCM "C" using an on-site loaded tandem axle dump truck weighing approximately 60,000 pounds net. Tech observed slight to moderate movement in multiple areas and suggested wet areas be removed and replaced with additional stone. Contractor agreed and began making noted repairs to wet areas.

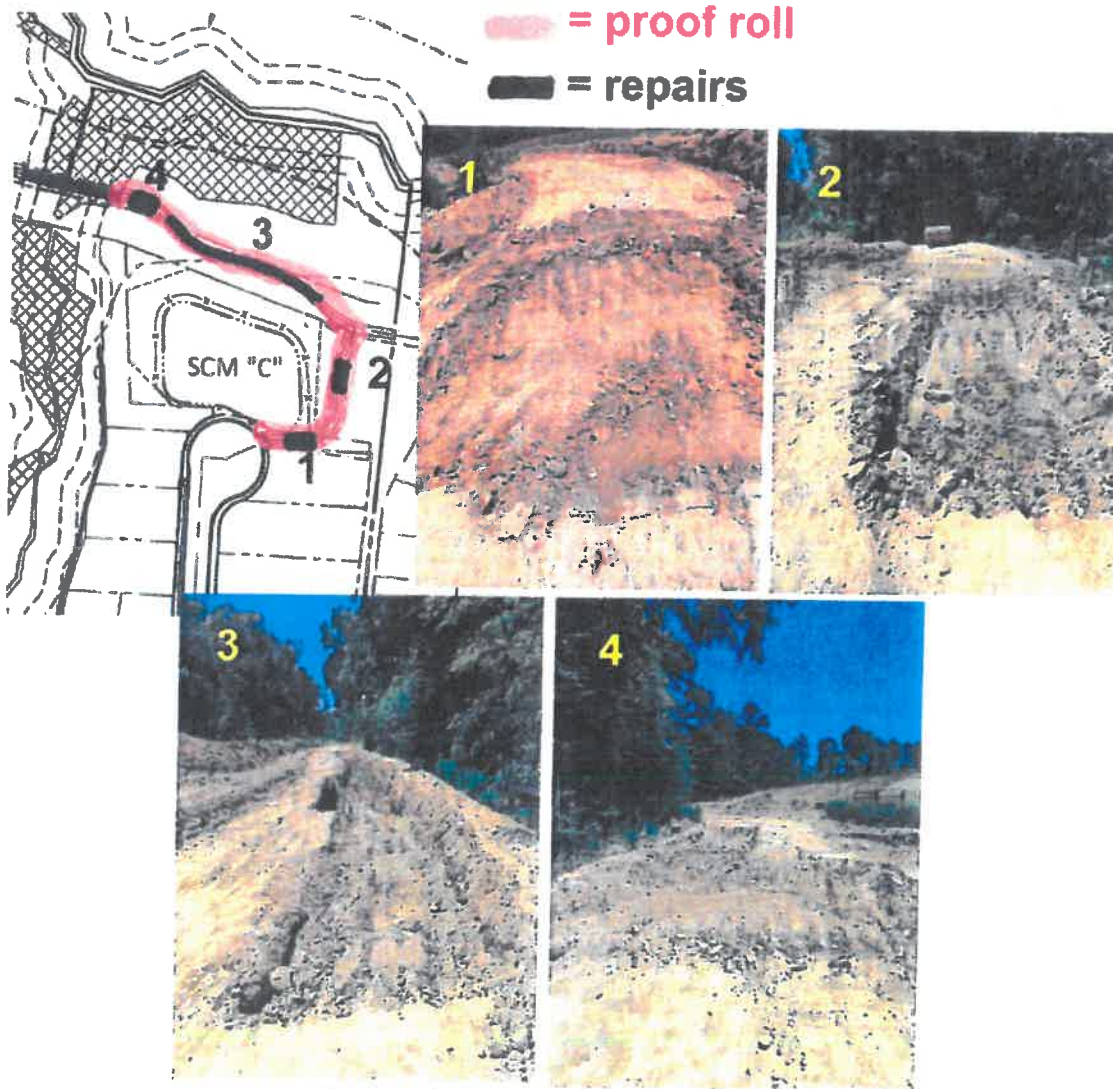
Tech quantified undercut.

Signature: William André

TME's presence on site is to perform specific services limited to that scheduled by others based on the understanding of our agreement with our client. This report is not an acceptance or approval of site activities. Test results and inspections are representative of our observations only, while made at that specific time and location and may vary at other locations. The frequency of testing is based on usual scheduling of work by others and properly conveying progress of work in progress. At no time will TME be responsible for safety considerations for other parties on the site.

FIELD REPORT ATTACHMENTS

Project Client: Shepard's Park Phase 2 / Ashton Woods Personnel: William André Date: 06/23/21



All locations should be considered approximate and were not surveyed



FIELD REPORT

Project Client: **Shepard's Park Phase 2 / Ashton Woods** Date: **08/26/21**
 City: **Zebulon** Forman: **Amofo** Contractor: **Kenneth West**
 Temperature: **85** Weather Conditions: **Sunny** Number of Trips: **2**
 Personnel: **William Andre** Notified **Amofo** of **Kenneth West** of results
 1st Trip Arrived: **9:00 am** Left: **10:00 am** 2nd Trip Arrived: **12:30 pm** Left: **2:30 pm**

REMARKS

TME arrived on-site as requested by contractor. Kenneth West grading contractor was on-site. Tech met with Alex of Kenneth West and observed contractor perform a proof roll of the subgrade for Lots 181-182, and Lot 201 using a loaded six wheel off road dump truck and observed no movement.

Contractor was also excavating wet material from proposed greenway behind lots 291-293. Tech probed the subgrade using a 1.2" inch steel probe rod and found the subgrade to be soft with ground water infiltration. Tech suggested an additional 2-4 ft of wet material be removed and replaced with on-site crushed rock. Tech quantified undercut.

Signature: William Andre

TME's presence on site is to perform specific services limited to that scheduled by others based on the understanding of the agreement with our client. This report is not an acceptance or approval of site activities. Test results and inspections are representative of our observations only while onsite at that specific time and location and may vary in other locations. The frequency of testing is based on time, scheduling of work by others and properly conveying progress of work in progress. At no time will TME be responsible for safety considerations for other parties on the site.



Project Client: **Shepard's Park Phase 2 / Ashton Woods**

City: **Zebulon**

Date: **08/26/21** TME Personnel: **William Andre**

Arrived On-Site: **9:00 am** Left Site: **10:00 am** Notified: **Steven** of **Kenneth West**

ading/Paving Contractor: **Kenneth West**

Location #	Type	Condition	Length (ft)	Width (ft)	Depth (ft)	Square Yards (sy)	Cubic Yards (cy)	Backfill	Reinforcement	Approximate Tonnage (tons)	Detailed Location
1	Greenway	Wet	42.00	12.00	1.00	56.00	18.67	Soil			Greenway behind lots 281-293
2	Greenway	Wet	36.00	12.00	2.00	48.00	32.00	Soil			Greenway behind lots 281-293
3	Greenway	Wet	16.00	5.00	4.00	8.89	11.85	Soil			Greenway behind lots 281-293
4	Greenway	Wet	16.00	10.00	2.00	17.78	11.85	Soil			Greenway behind lots 281-293
5	Greenway	Wet	20.00	5.00	3.00	11.11	11.11	Soil			Greenway behind lots 281-293
6	Greenway	Wet	20.00	10.00	2.00	22.22	14.81	Soil			Greenway behind lots 281-293
7	Greenway	Wet	13.00	15.00	3.00	21.67	21.67	Soil			Greenway behind lots 281-293
8	Greenway	Wet	24.00	7.00	3.00	18.67	18.67	Soil			Greenway behind lots 281-293
9	Greenway	Wet	24.00	8	4.00	21.33	28.44	Soil			Greenway behind lots 281-293

Circle Measurements

Location #	Type	Condition	Radius	Diameter	Depth (ft)	Square Yards (sy)	Cubic Yards (cy)	Backfill	Reinforcement	Approximate Tonnage (tons)	Detailed Location

Signature: William Andre
 The above report is the field rendition of the author only and subject to review.

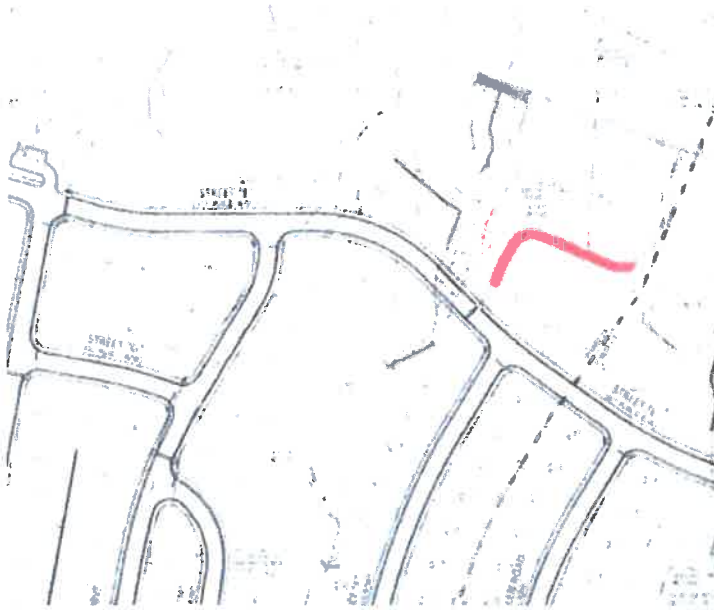


FIELD REPORT ATTACHMENTS

Project Client: **Sidney Creek / Dan Ryan Builders**

Personnel: **William Andre**

Date: **08/26/21**



Undercut

All locations should be considered approximate and were not surveyed.



FIELD REPORT

Project Client: Shepard's Park Phase 2 / Ashton Woods Date: 08/27/11
 City: Zebulon Forman: Amofo Contractor: Kenneth West
 Temperature: 90 Weather Conditions: Sunny Number of Trips: 1
 Personnel: William Andre Notified Amofo of Kenneth West of results
 1st Trip Arrived: 11:00 am Left: 12:00 pm 2nd Trip Arrived: _____ Left: _____

REMARKS

TME arrived on-site as requested by contractor. Kenneth West grading contractor was on-site continuing to undercut wet material for greenway. Contractor was recording undercut quantities.

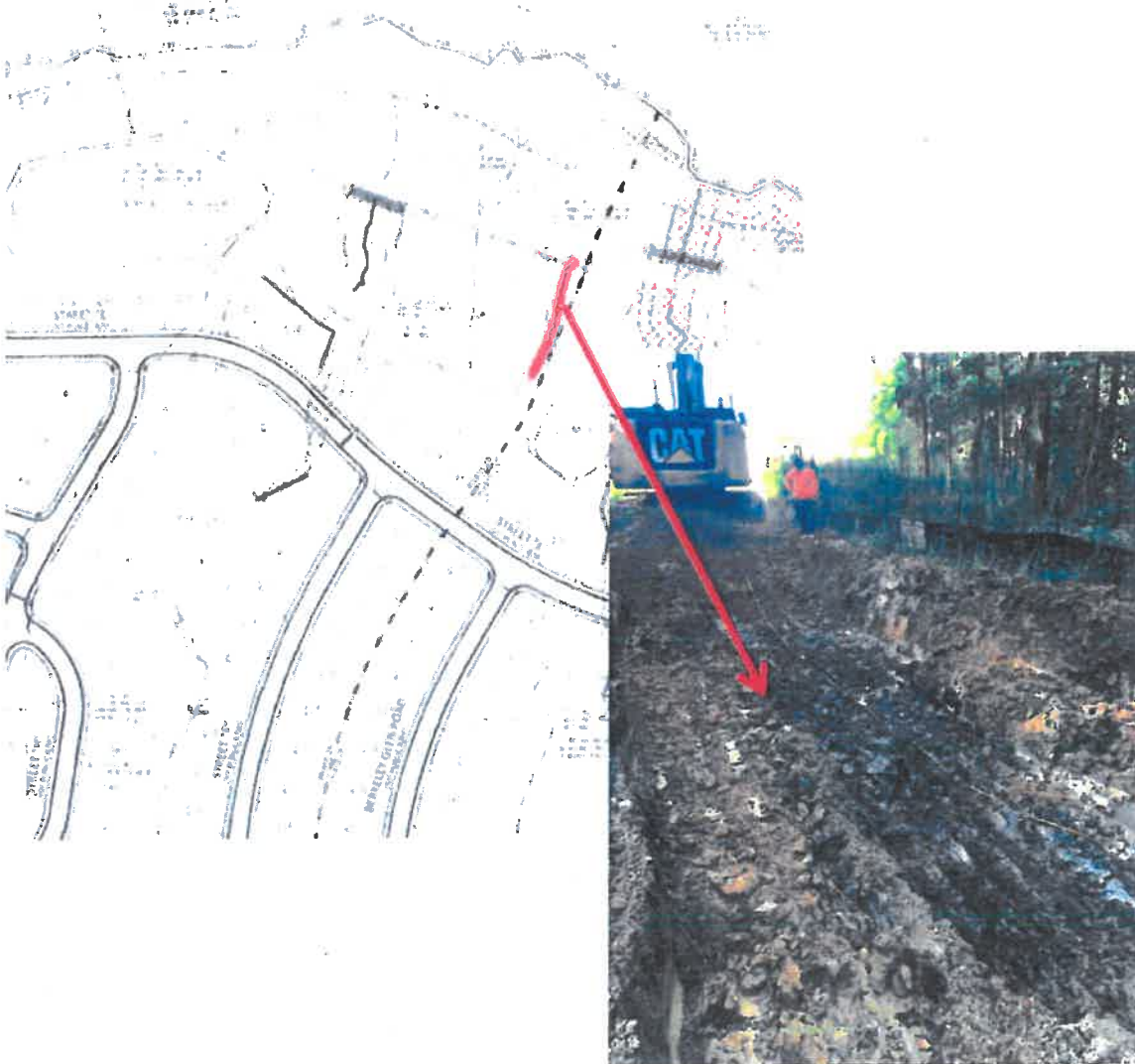
Signature: William Andre

TME is present on site to perform specific services limited to that scheduled by others based on the understanding of our agreement with our client. This report is not an acceptance, an approval of site activities. Test results and inspections are representative of our observations only while onsite at that specific time and location and may vary at other locations. The frequency of testing is based on time, scheduling of work by others and properly documenting progress of work in progress. At no time will TME be responsible for safety considerations for other parties on the site.



FIELD REPORT ATTACHMENTS

Project/Client: Shepard's Park Phase 2 / Ashton Wo Personnel: William Andre Date: 08/27/21



All locations should be considered approximate and were not surveyed.



FIELD REPORT

Project Client: Shepard's Park Phase 2 / Ashton Woods Date: 08 31 21
 City: Zebulon Forman: Amofo Contractor: Kenneth West
 Temperature: 90 Weather Conditions: Sunny Number of Trips: 1
 Personnel: William Andre Notified Amofo of Kenneth West of results
 1st Trip Arrived: 12:00 pm Left: 1:00 pm 2nd Trip Arrived: _____ Left: _____

REMARKS

TME arrived on-site as requested by contractor. Kenneth West grading contractor was on-site placing on-site crushed rock in greenway trail behind lots 291-293. Tech observed contractor compact material using a sheep's footed vibratory roller. Tech observed a loaded six wheel off road dump truck pass over compacted with no movement.

Signature: William Andre

TME's presence on site is to perform specific services limited to that scheduled by others based on the understanding of our agreement with our client. This report is not an acceptance or approval of site activities. Test results and inspections are representative of our observations only while onsite at that specific time and location and may vary at other locations. The frequency of testing is based on time, scheduling of work by others and proper conveying progress of work in progress. At no time shall TME be responsible for safety considerations for other parties on the site.



FIELD REPORT ATTACHMENTS

Project Client: **Shepard's Park Phase 2 / Ashton Wo** Personnel: **William Andre** Date: **08/31/21**



All locations should be considered approximate and were not surveyed.

**FIELD REPORT**

Project Client: Shepard's Park Phase 2 / Ashton Woods Date: 09.08.21
 City: Zebulon Forman: Arnofo Contractor: Kenneth West
 Temperature: 82 Weather Conditions: Overcast Number of Trips: 1
 Personnel: William Andre Notified Arnofo of Kenneth West of results
 1st Trip Arrived: 10:00 am Left: 11:00 am 2nd Trip Arrived: _____ Left: _____

REMARKS

TME arrived on-site as requested by contractor. Kenneth west grading contractor was on site. Tech met with Arnofo of Kenneth west and Roger from the town of Zebulon and observed contractor perform a proof roll of the subgrade of the greenway behind lots 290-293 using a tandem axle on-site loaded dump truck. Tech observed slight movement in one area and moderate to severe movement in other areas. Tech suggested approximately one foot of crushed rock be removed, tensor bx1100 grid be installed, and CABC be used as a replacement for added strength. Contractor agreed. Tech quantified undercut.

Signature: _____

William Andre

TME's presence on site is to perform specific services limited to that scheduled by others based on the understanding of our agreement with our client. This report is not an acceptance or approval of site activities. Test results and inspections are representative of our observations only, while made at that specific time and location and may vary at other locations. The frequency of testing is based on timely scheduling of work by others and properly show actual progress of work in progress. At no time will TME be responsible for safety considerations for other parties on the site.



Project Client: **Shepard's Park Phase 2 / Ashton Woods**

City: **Zebulon**

Date: **09/08/21** TME Personnel: **William Andre**

Arrived On-Site: **10:00 am** Left Site: **11:00 am** Notified: **Arnofo** of **Kenneth West**

ading Paving Contractor: **Kenneth West**

Location #	Type	Condition	Length (ft)	Width (ft)	Depth (ft)	Square Yards (sy)	Cubic Yards (cy)	Backfill	Reinforcement	Approximate Tonnage (tons)	Detailed Location
1	Greenway	Wet	16.00	4.00	0.66	7.11	1.56	CABC			Greenway
2	Greenway	Wet	48.00	11.00	1.00	58.67	19.56	CABC	Tensar BX-1100		Greenway
3	Greenway	Wet	49.00	16.00	1.00	87.11	29.04	CABC	Tensar BX-1100		Greenway

Circle Measurements

Location #	Type	Condition	Radius	Diameter	Depth (ft)	Square Yards (sy)	Cubic Yards (cy)	Backfill	Reinforcement	Approximate Tonnage (tons)	Detailed Location

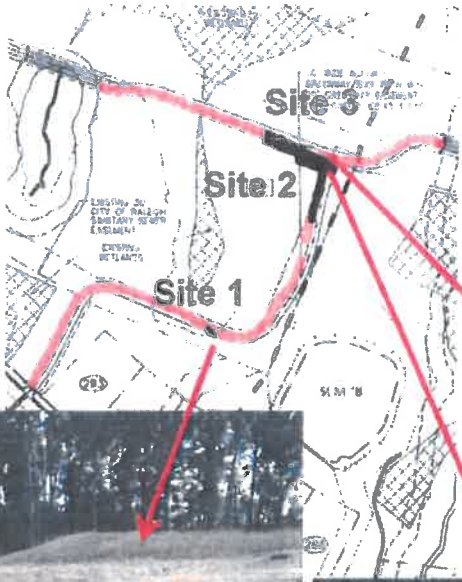
Signature: *William Andre*

The above report is the field rendition of the author only and subject to review



FIELD REPORT ATTACHMENTS

Project Client: **Shepard's Park Phase 2 / Ashton Wo** Personnel: **William Andre** Date: **09/08/21**



 = proof roll
 = repair



Site 3



Site 1



Site 2

All locations should be considered approximate and were not surveyed



FIELD REPORT ATTACHMENTS

Project/Client: Sidney Creek / Dan Ryan Builders Personnel: William Andre Date: 09/08/21



All locations should be considered approximate and were not surveyed



FIELD REPORT

Project Client: **Shepard's Park Phase 2 / Ashton Woods** Date: 09/10/21
 City: **Zebulon** Forman: Arnofo Contractor: **Kenneth West**
 Temperature: **68** Weather Conditions: **Sunny** Number of Trips: **1**
 Personnel: William Andre Notified Arnofo of **Kenneth West** of results
 1st Trip Arrived: 9:00 am Left: 10:00 am 2nd Trip Arrived: Left: _____

REMARKS

TME arrived on-site as requested by contractor. Kenneth West grading contractor was on site looking to do a preliminary proof roll on the subgrade of the greenway. Due to last night's rain, Tech observed multiple areas of movement and suggested letting the subgrade dry over the weekend. And reschedule proof roll for Monday. Contractor agreed.



Signature: William Andre

TME's presence on site is to perform specific services limited to that scheduled by others based on the understanding of our agreement with our client. This report is not an acceptance or approval of site activities. Test results and inspections are representative of our observations only, which occur at that specific time and location and may vary at other locations. The frequency of testing is based on timing, scheduling of work by others and properly assessing progress of a site in progress. At no time will TME be responsible for Safety considerations for other parties on the site.



FIELD REPORT

Project Client: **Shepard's Park Phase 2 / Ashton Woods** Date: **09/15/21**
 City: **Zebulon** Forman: **Amofo** Contractor: **Kenneth West**
 Temperature: **90** Weather Conditions: **Sunny** Number of Trips: **1**
 Personnel: **William Andre** Notified **Amofo** of **Kenneth West** of results
 1st Trip Arrived: **8:00 am** Left: **9:30 am** 2nd Trip Arrived: Left:

REMARKS

TME arrived on-site as requested by contractor. Tech met with Steven of Kenneth West and Roger from the Town of Zebulon and observed contractor perform a proof roll of the subgrade for greenway behind main pond in back of property. Contractor used an on-site dual axle loaded dump truck. Tech observed slight to moderate movement in multiple areas of subgrade. Tech noted areas for repairs and suggested contractor remove approximately 6" inches and replace with CABC. Contractor agreed and began making repairs. Tech quantified undercut.

Signature: William Andre

TME's presence on site is to perform specific services limited to that scheduled by others based on the understanding of our agreement with our client. This report is not an acceptance or approval of site activities. Test results and inspections are representative of our observations only while onsite at that specific time and location and may vary at other locations. The frequency of testing is based on timely scheduling of work by others and properly conveying progress of work in progress. At no time will TME be responsible for Safety considerations for other parties on the site.



Project Client: **Shepard's Park Phase 2 / Ashton Woods**

City: **Zebulon**

Date: **09/13/21** TME Personnel: **William Andre**

Arrived On-Site: **8:00 am** Left Site: **9:30 am** Notified: **Steven** of **Kenneth West**

ading Paving Contractor: **Kenneth West**

Location #	Type	Condition	Length (ft)	Width (ft)	Depth (ft)	Square Yards (sy)	Cubic Yards (cy)	Backfill	Reinforcement	Approximate Tonnage (tons)	Detailed Location
1	Greenway	Wet	8.00	4.00	0.50	3.56	0.59	CABC			Greenway
2	Greenway	Wet	9.00	5.00	0.33	5.00	0.55	CABC			Greenway
3	Greenway	Wet	11.00	6.00	0.33	7.33	0.81	CABC			Greenway
4	Greenway	Wet	10.00	4.00	0.50	4.44	0.74	CABC			Greenway
5	Greenway	Wet	29.00	5.00	0.50	16.11	2.69	CABC			Greenway
6	Greenway	Wet	15.00	12.00	0.50	20.00	3.33	CABC			Greenway

Circle Measurements

Location #	Type	Condition	Radius	Diameter	Depth (ft)	Square Yards (sy)	Cubic Yards (cy)	Backfill	Reinforcement	Approximate Tonnage (tons)	Detailed Location

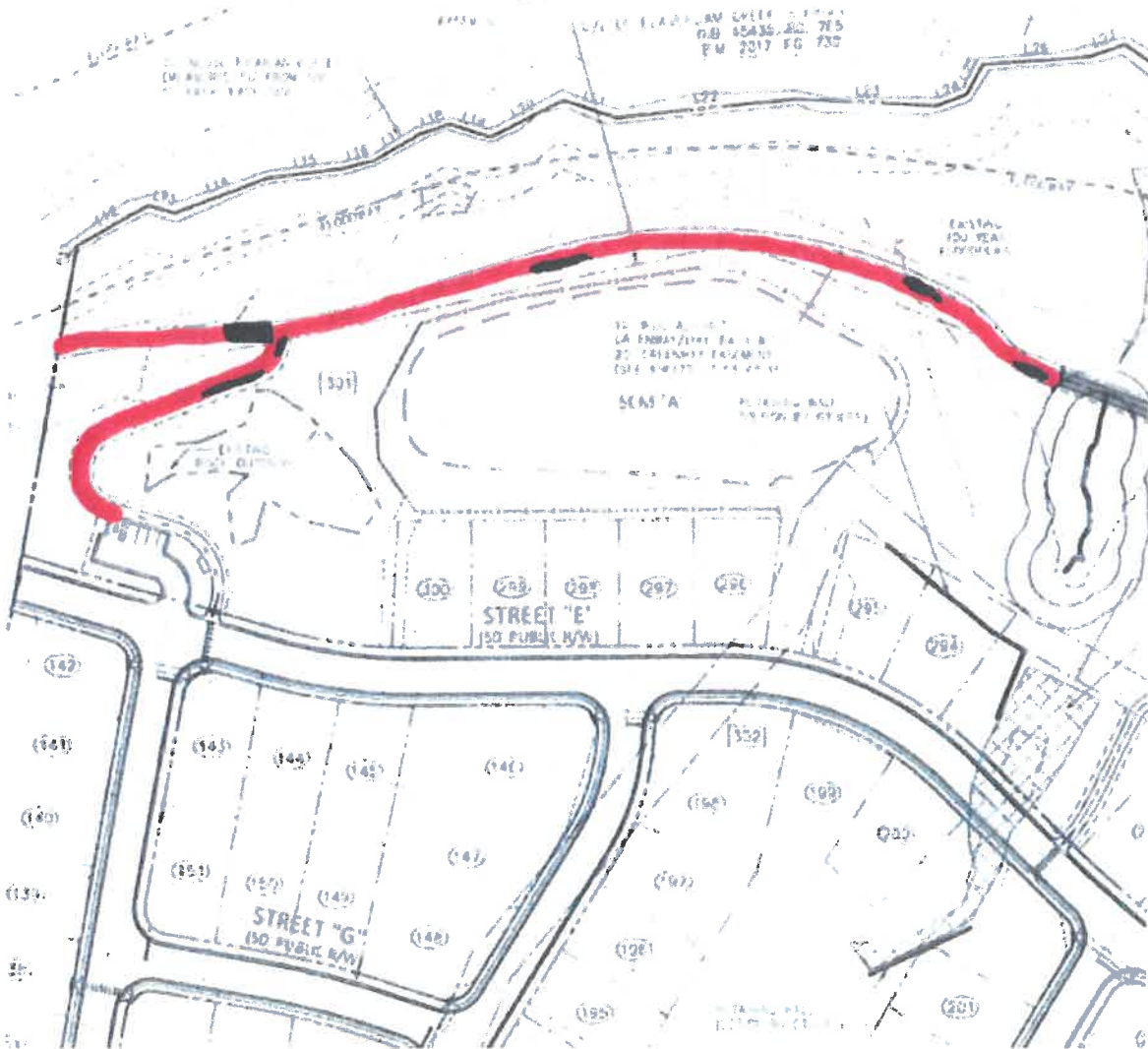
Signature: William Andre
 The above report is the field rendition of the author only and subject to review.



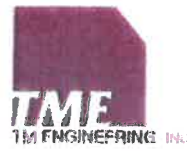
FIELD REPORT ATTACHMENTS

Project Client: **Shepard's Park Phase 2 / Ashton Wo** Personnel: **William Andre** Date: **09/13/21**

█ = proof roll **█ = repairs**



All locations should be considered approximate and were not surveyed.

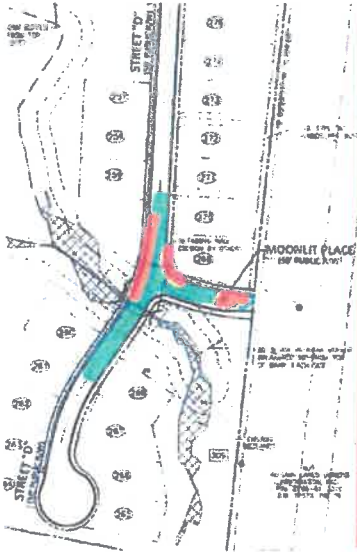


FIELD REPORT

Project/Client: Shepard's Park Phase 2 / Ashton Woods Date: 06/07/21
City: Zebulon Forman: Brad Contractor: Kenneth West
Temperature: 80 Weather Conditions: Partly Cloudy Number of Trips: 1
Personnel: Kiron A Notified Brad of Kenneth West of results
1st Trip Arrived: 10:15 am Left: 11:45 am 2nd Trip Arrived: Left:

REMARKS

TME personnel arrived on site as requested by Contractor. Contractor conducted proofroll of Moonlit Place extension and section of Street D (approximately from ST 12+75 to 16+25). TME personnel and City Inspector observed a fully loaded dump truck traverse the proofroll area. City Inspector marked areas where movement occurred. TME personnel recommended 4 - 6 inches of subgrade to be removed and replaced extra stone for Moonlit Place repair area. TME personnel recommended 2 - 4 inches of subgrade to be removed and replaced extra stone for Street D repair areas. Contractor plans to repair areas and cover soil subgrade with stone this afternoon.



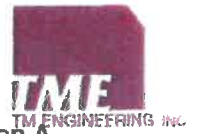
Repair Area

Proofroll Area

Signature: Kiron A

TME's presence on site is to perform specific services limited to that scheduled by others based on the understanding of our agreement with our client. This report is not an acceptance or approval of site activities. Test results and inspections are representative of our observations only, while onsite at that specific time and location and may vary at other locations. The frequency of testing is based on timely scheduling of work by others and properly conveying progress of work in progress. At no time will TME be responsible for Safety considerations for other parties on the site.

Project Number:



Project/Client: **Shepard's Park Phase 2 / Ashton Woods** City: **Zebulon**
 Arrived On-Site: **10:15 am** Left Site: **11:45 am** Notified: **Brad** of **Kenneth West**

Date: **06/07/21** TME Personnel: **Kiron A**
 Paving/Paving Contractor: _____

Location #	Type	Condition	Length (ft)	Width (ft)	Depth (ft)	Square Yards (sy)	Cubic Yards (cy)	Backfill	Reinforcement	Approximate Tonnage (tons)	Detailed Location
1	Roadway	Wet	50.00	33.00	0.50	183.33	30.56	CABC			Moonlit Place extension
2	Roadway	Wet	80.00	10.00	0.17	88.89	5.04	CABC			Edge of Street D along Lot 289 corner
3	Roadway	Wet	180.00	6.00	0.17	120.00	6.80	CABC			Edge of Street D at Moonlit Place intersection

Circle Measurements

Location #	Type	Condition	Radius	Diameter	Depth (ft)	Square Yards (sy)	Cubic Yards (cy)	Backfill	Reinforcement	Approximate Tonnage (tons)	Detailed Location

Signature: *Kiron A*
 The above report is the field rendition of the author only and subject to review.



FIELD REPORT

Project/Client: **Shepard's Park Phase 2 / Ashton Woods** Date: 06/15/21
 City: **Zebulon** Forman: **Amofo** Contractor: **Kenneth West**
 Temperature: **83** Weather Conditions: **Partly Cloudy** Number of Trips: **1**
 Personnel: **William André** Notified **Amofo** of **Kenneth West** of results
 1st Trip Arrived: **11:00 am** Left: **1:00 pm** 2nd Trip Arrived: Left:

REMARKS

TME arrived on-site as requested by contractor. Steven with Kenneth West was on-site. Along with Roger of the Town of Zebulon, and Steven and Brian of Kenneth West. Tech observed contractor perform a proof roll of the soil subgrade of Street D cul-de-sacs and roadway. Contractor used a loaded dump truck weighing approximately 19.15 tons net. Tech observed slight to moderate movement throughout. Tech marked and quantified areas for repairs. Contractor was going to contact Marc Chadwick of Ashton Woods for repair approval.

Cul-de-sac 1 = 16.66 yd³

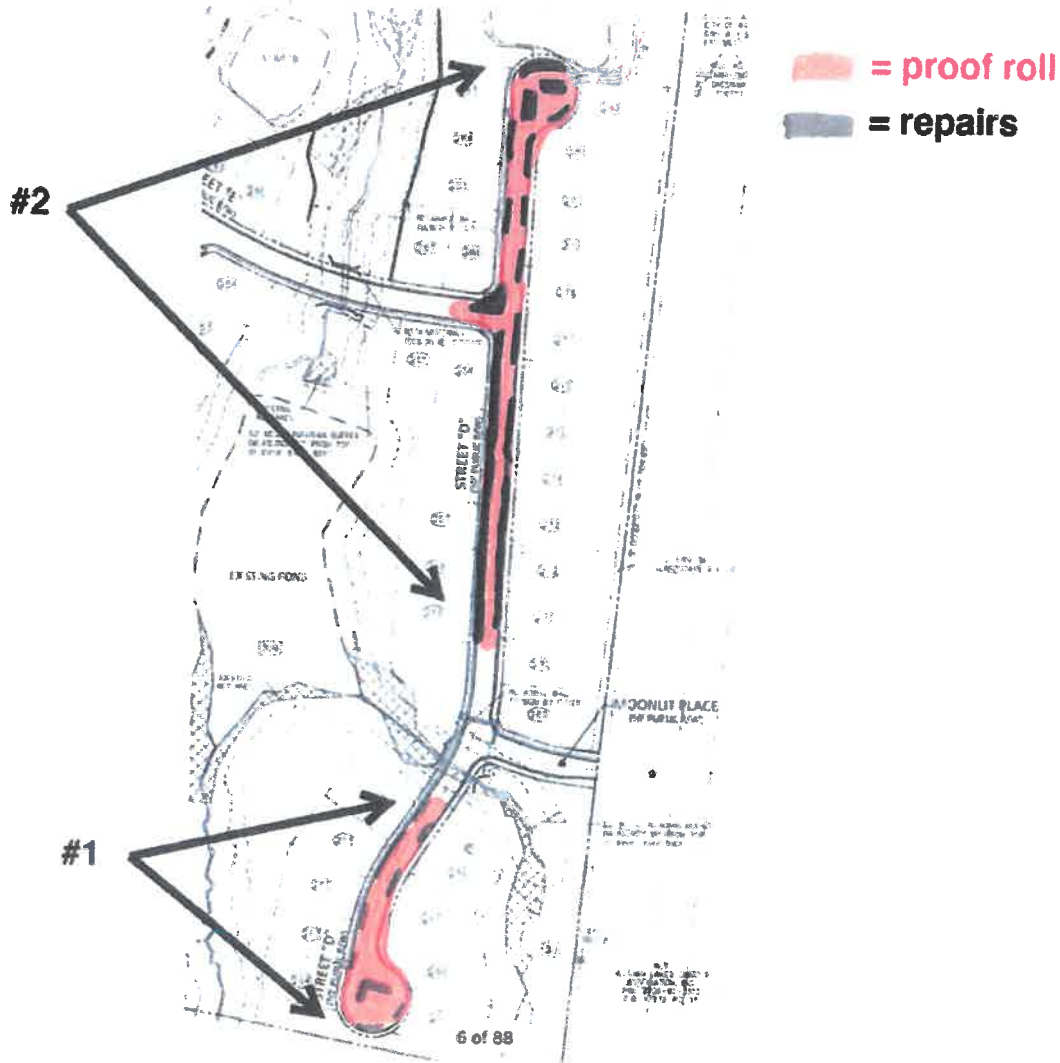
Cul-de-sac 2 and roadway = 138.15 yd³

Signature: William André

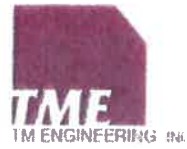
TME's presence on site is to perform specific services limited to that scheduled by others based on the understanding of our agreement with our client. This report is not an acceptance or approval of site activities. Test results and inspections are representative of our observations only while onsite at that specific time and location and may vary at other locations. The frequency of testing is based on time, scheduling of work by others and properly conveying progress of work in progress. At all times will TME be responsible for Safety considerations for other parties on the site.

FIELD REPORT ATTACHMENTS

Project/Client: Shepard's Park Phase 2 / Ashton Woods Personnel: William André Date: 06/15/21



ALL ELEVATIONS SHOWN ON THIS DRAWING ARE APPROXIMATE AND WERE NOT SURVEYED



FIELD REPORT

Project Client: Shepard's Park Phase 2 / Ashton Woods Date: 06/18/21
 City: Zebulon Foreman: Amofo Contractor: Kenneth West
 Temperature: 87 Weather Conditions: Sunny Number of Trips: 1
 Personnel: William André Notified Amofo of Kenneth West of results
 1st Trip Arrived: 10:30 am Left: 12:30 pm 2nd Trip Arrived: _____ Left: _____

REMARKS

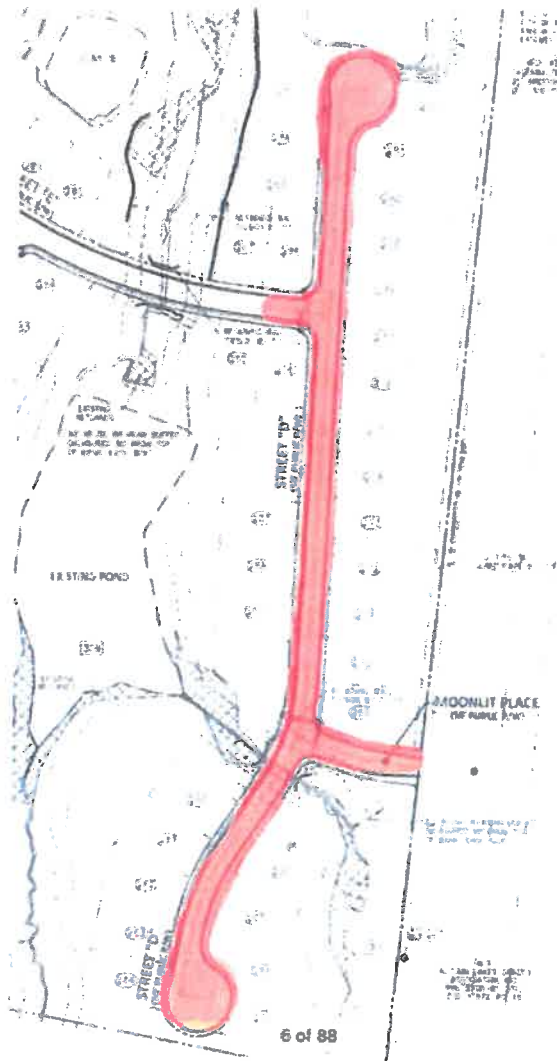
TME arrived on-site as requested by contractor. Tech met with Steven and Brian of Kenneth West, and Jason from the Town of Zebulon, and Marc Chadwick of Ashton Woods. Tech observed contractor perform a proof roll of the stone subgrade for curb and gutter in Street D using a loaded dump truck weighing approximately 18.07 tons net and observed slight movement in a few areas. Slight movement can be healed with additional drying time for stone to set up and harden. Tech suggested additional use of the nine wheel roller to harden those areas. Contractor stated they wanted to install concrete curb on Monday weather permitting. If site gets over 1/2" inch of rain, stone will need to be re-proof rolled.

Signature: William André

TME's presence on site is to perform specific services limited to that scheduled by others based on the understanding of our agreement with our client. This report is not an acceptance or approval of site activities. Test results and inspections are representative of our observations only while onsite at that specific time and location and may vary at other locations. The frequency of testing is based on timely scheduling of work by others and properly conveying progress of work in progress. At no time will TME be responsible for Safety considerations for other parties on the site.

FIELD REPORT ATTACHMENTS

Project/Client: Shepard's Park Phase 2 / Ashton Woods Personnel: William André Date: 06/15/21



 = proof roll

ALL DIMENSIONS SHOWN OR CONSTRUCTED APPROXIMATE AND WERE NOT SURVEYED

Project Number:



FIELD REPORT

Project Client: **Shepard's Park Phase 2** Date: 06/21/21
 City: **Zebulon** Foreman: **Arafo** Contractor: **Kenneth West**
 Temperature: **90** Weather Conditions: **Sunny** Number of Trips: **1**
 Personnel: **Brett** Notified **Arafo** of **Kenneth West** of results
 1st Trip Arrived: **9:30 am** Left: **7:00 pm** 2nd Trip Arrived: Left:

REMARKS

Tech arrived on site as requested by contractor.
 See attached concrete report

Signature: 

TME is present on site to perform specific services limited to that scheduled by others based on the understanding of our agreement with our client. This report is not an acceptance or approval of site activities. Test results and inspections are representative of our observations only while onsite at that specific time and location and may vary at other locations. The frequency of testing is based on safety, scheduling of work by others and properly conveying progress of work in progress. At no time will TME be responsible for Safety considerations for other parties on the site.

Project Number:



CONCRETE FIELD REPORT

Project/Client: Shepard's Park Phase 2 Date: 06/21/21
City: Zebulon Arrived On-Site: 9:30 am Left Site: 7:00 pm
Temperature: 90 Weather Conditions: Sunny Number of Trips: 1
Material(s) Tested: Slab Foundation Wall Masonry Other: Curb
Personnel: Brett Notified Arnofo of Kenneth West of results
Concrete Supplier: S.T. Wooten Specified Strength: 3,000 psi Specified Slump: 2.0 inches
Steel Reinforcement Installed Per Plans: Concrete Strength on ticket: 3,000 psi

REMARKS

Tech observed concrete pour of 3100 linear feet of curbside. 1 set of 5 tubes of concrete were taken for every 1000 linear feet and tested for air %, slump, temperature, and weight
Samples were left at worksite to cure Tech will return tomorrow to retrieve samples
Concrete tickets did not provide batch times.

TEST DATA

Table with 13 columns: Truck No., Batch Time, Plant No., Ticket No., Size of Load, Sample, Slump (in), Air %, Unit Wt. (pcf), H2O Added (gallons), Concrete Temp., No. of Test Samples, Daily Set No. Rows include data for truck numbers 3,052, 3,053, and 3,053.

Table with 4 columns: Daily Set No., Sample Type, Specified Strength, Detailed Location. Rows show concrete samples from Lots 264-265, 257, and 273.

Signature: [Handwritten Signature]
The above report is the field rendition of the author only and subject to review

FIELD REPORT ATTACHMENTS

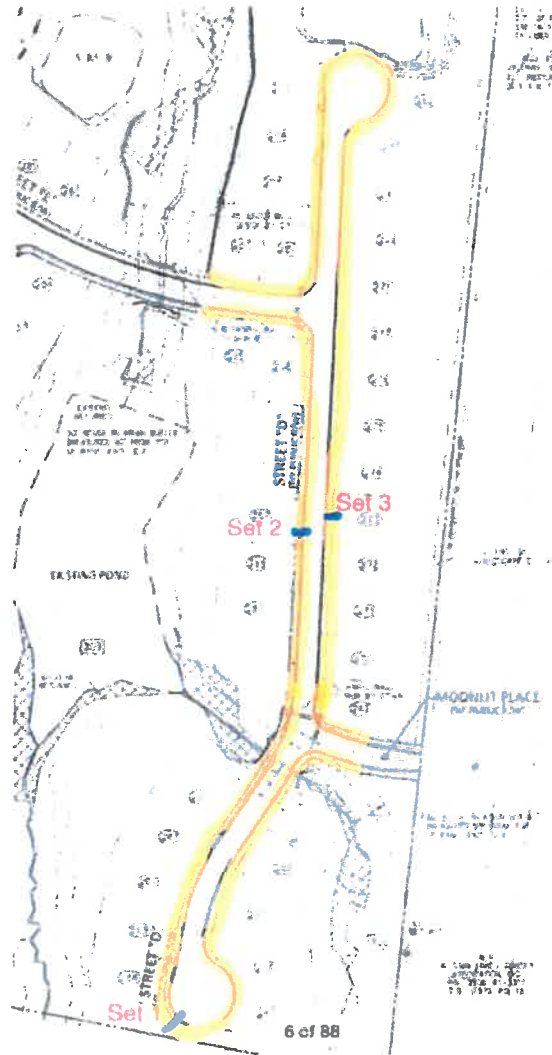
Project/Client: Shepard's Park Phase 2

Personnel: Brett

Date: 06/21/21



Pictures of set 1 and 2 location are not uploading can send separately if requested



All locations should be considered approximate and were not surveyed

= Curb pour

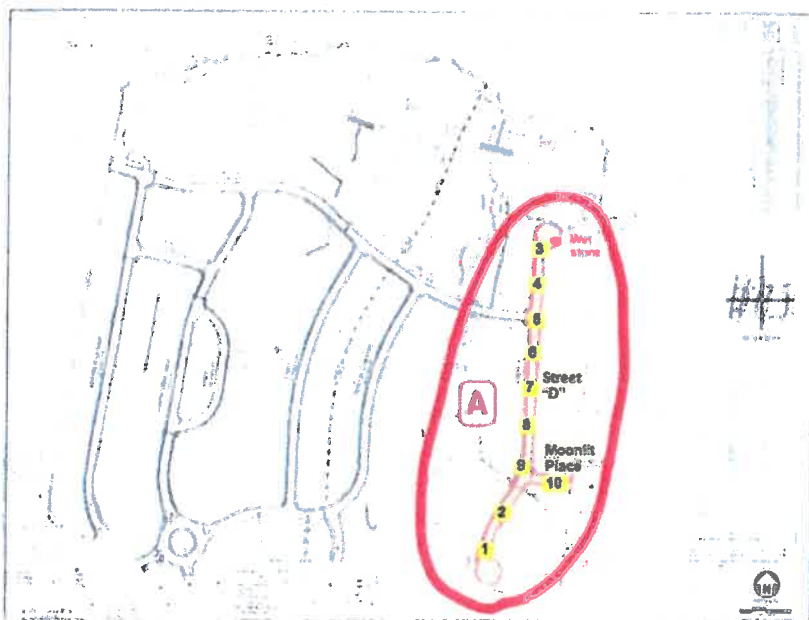


FIELD REPORT

Project/Client: Shepard's Park Phase 2 / Ashton Woods Date: 07/12/21
City: Zebulon Forman: Steven Contractor: Kenneth West
Temperature: 90 Weather Conditions: Partly Cloudy Number of Trips: 1
Personnel: Tom Notified Steven of Kenneth West of results
1st Trip Arrived: 12:45 pm Left: 3:05 pm 2nd Trip Arrived: Left:

REMARKS

Tech arrived on site as requested by contractor.
A. Proofroll: Tech observed contractor proofroll area (Moonlit Place and Street "D") with town of Zebulon inspector using fully loaded dump truck. Tech observed wet stone in northern cul-de-sac. Contractor plans to continue rolling with rubber tire roller. Tech will inspect area tomorrow. Otherwise, Tech observed firm bearing using 1/2 inch steel probe rod and fully loaded dump truck. Stone moisture and density test passed with 100% compaction and within 3% optimum moisture.
Tech will return to site at contractor request.



Mc ADAM
SHEPARD'S PARK IS
PHASE 2A AND 2B
CONSTRUCTION CHARACTER
C2.01

Signature: [Handwritten Signature]

TME's presence on site is to perform specific services limited to that scheduled by others based on the understanding of our agreement with our client. This report is not an acceptance or approval of site activities. Test results and inspections are representative of our observations only, while onsite at that specific time and location, and may vary at other locations. The frequency of testing is based on timely scheduling of work by others and properly comparing progress of work in progress. At no time will TME be responsible for safety considerations for other parties on the site.



Project Client: **Shepard's Park Phase 2 / Ashton Woods**

City: **Zebulon**

Date: **07/12/21** Personnel: **Tom**

Arrived On-Site: **12:45 pm** Left Site: **3:05 pm** Notified: **Steven** of **Kenneth West**

Grading Paving Contractor: **Kenneth West Inc.**

General Location Tested: Roadway Greenway Weight of Sand (pcf): **84.13** Surface Calibration: **3.17** Quarry: **Knightdale** MDD: **138.30** Optimum: **5.7**

SAND-CONE DENSITY TEST DATA

Testing performed using EDG

Test No.	Initial Weight of Jar & Sand	Weight of Jar & Sand Retained	Sand Used in Hole	Volume of Hole	Wt. of Sample and Container	Wt. of Container	Wet Wt. of Sand Sample	Wt of Weight of Soil (pcf)	Wet Wt. of Moisture	Dry Wt. of Moisture	% Moisture	Dry Density (PCF)	Mois. (M)	Location	Compaction (%)	(A.B.C) Depth (in)
1.00				N/A			143.70	N/A	N/A	3.7	138.6	SG		Street "D", see page 1	100	8.00
2.00				N/A			143.90	N/A	N/A	3.8	138.6				100	8.00
3.00				N/A			145.50	N/A	N/A	4.9	138.7				100	8.00
4.00				N/A			144.20	N/A	N/A	3.8	138.9				100	8.00
5.00				N/A			144.00	N/A	N/A	3.7	138.9				100	8.00
6.00				N/A			144.00	N/A	N/A	3.8	138.8				100	8.00

*Test results are indicative of specific location only

REMARKS

Signature: 

TME's presence on site is to perform specific services limited to that scheduled by others based on the understanding of our agreement with our client. This report is not an acceptance or approval of site activities. Test results and inspections are representative of our observations only while on-site at that specific time and location and may vary at other locations. The frequency of testing is based on timely scheduling of work by others and properly conveying progress of work as progress. At the time with TME be responsible for safety considerations for other parties to the site.



Project Client: **Shepard's Park Phase 2 / Ashton Woods**

City: **Zebulon**

Date: **07/12/21** Personnel: **Tom**

Arrived On-Site: **12:45 pm** Left Site: **3:05 pm** Notified: **Steven** of **Kenneth West**

Grading/Paving Contractor: **Kenneth West Inc.**

General Location Tested: Roadway Greenway Weight of Sand (pcf): **84.13** Surface Calibration: **3.17** Quarry: **Knightdale** MDD: **138.90** Optimum: **5.7**

SAND-CONE DENSITY TEST DATA

Testing performed using EDG

Test No.	Initial weight of Jar & Sand	Weight of Jar & Sand Retained	Sand Used in Hole	Volume of Hole	Wt. of Sample and Container	Wt. of Container	Wt. of Soil Sample	Wt. of Moisture	Dry Wt. of Moisture	% Moisture	Dry Density (pcf)	Moist. (R)	Location	Temperature (°F)	C.A.R.C. Depth (in)
7.00	←	←	←	N/A	←	←	144.30	N/A	N/A	3.9	138.8	SG	Street "D"	100	8.00
8.00	←	←	←	N/A	←	←	144.50	N/A	N/A	4.3	138.5		↓	100	8.00
9.00	←	←	←	N/A	←	←	144.10	N/A	N/A	3.9	138.7		↓	100	8.00
10.00	←	←	←	N/A	←	←	143.50	N/A	N/A	3.5	138.5	↓	Moonlit Place	100	8.00

*Test results are indicative of specific location only

REMARKS

Signature: 

TME's presence on site is to perform specific services limited to that scheduled by others based on the understanding of our agreement with our client. This report is not an acceptance or approval of site activities. Test results and inspections are representative of our observations only, while onsite at that specific time and location and may vary at other locations. The frequency of testing is based on timely scheduling of work by others and properly conveying progress of work in progress. At all times TME will remain responsible for safety considerations for other parties on the site.

Project Number:



FIELD REPORT ATTACHMENTS

Project/Client: **Shepard's Park Phase 2 / Ashton Wo** Personnel: **Tom** Date: **07/12/21**



All locations should be considered approximate and were not surveyed.



FIELD REPORT

Project/Client: **Shepard's Park/Ashton Woods**

Date: **07-20-21**

City: **Zebulon** Forman: _____ Contractor: _____

Temperature: **90** Weather Conditions: **Partly Cloudy** Number of Trips: **1**

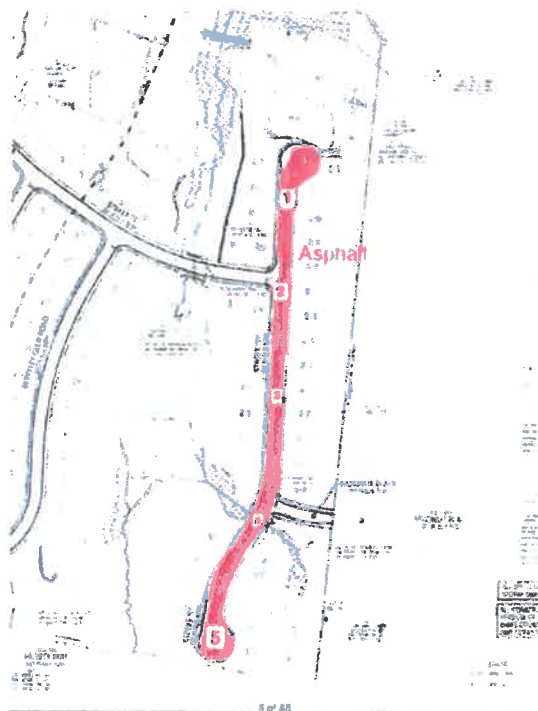
Personnel: **Ryan** Notified _____ of _____ of results

1st Trip Arrived: **12:30 pm** Left: **2:20 pm** 2nd Trip Arrived: _____ Left: _____

REMARKS

TME arrived on site as requested for asphalt coring. Asphalt core locations and thicknesses are as follows:

- SP 1: 1 5/8"
- SP 2: 1 3/4"
- SP 3: 1 3/4"
- SP 4: 2 1/8"
- SP 5: 2 1/8"



Signature: *Ryan Gandy*

TME's presence on site is to perform specific services limited to that scheduled by others based on the understanding of our agreement with our client. This report is not an acceptance or approval of site activities. Test results and inspections are representative of our observations only while onsite at that specific time and location and may vary at other locations. The frequency of testing is based on timing, scheduling of work by others and properly conveying progress of a job in progress. At no time will TME be responsible for safety considerations for other parties on the site.



FIELD REPORT ATTACHMENTS

Project/Client: **Shepard's Park/Ashton Woods**

Personnel: **Ryan**

Date: **07/20/21**



All locations should be considered approximate and were not surveyed.



FIELD REPORT

Project Client: Shepard's Park / Ashton Woods Date: 12-01-21
 City: Zebulon Foreman: Brian Contractor: Kenneth West
 Temperature: 50 Weather Conditions: Sunny Number of Trips: 2
 Personnel: Jon Cobb Notified Brian of Kenneth West of results
 1st Trip Arrived: 9:00 am Left: 11:00 am 2nd Trip Arrived: 3:30 pm Left: 5:30 pm

REMARKS

TME arrived on site as requested by contractor. Tech met with Brian of Kenneth West on site for soil subgrade proofroll of various roadways from Frosty Way entrance to Street E. Tech observed contractor conduct proofroll with a CABC loaded street dump truck weighing 63,120 lbs. Tech observed moderate to severe movement at Frosty Way entrance. Tech suggested removal of unsuitable material to a firm bearing and replace with onsite crushed rock and soil material in 8" multidirectional compacted lifts. Contractor agreed. Tech observed slight movement of wet surface material at Street E entrance and suggested skimming unsuitable material. Contractor agreed. Tech observed no significant movement throughout remaining areas. Tech observed contractor excavated unsuitable material from Frosty way entrance. Tech probed bottom of excavation with a 1/2" steel probe rod and found the bottom probed firm. Tech quantified unsuitable material removed. Tech returned to site and observed contractor placing approximate 8" lifts of suitable crushed rock material and compaction with a sheep's footed vibratory roller. Tech probed lifts with a 1/2" steel probe rod and found the fill probed firm. Tech observed no significant movement throughout repair area under equipment. Tech observed contractor skimmed wet material from street E entrance and begin placing CABC.

Tech observed contractor continued excavating trenches for stormwater utility from CB-207 to CB-2017. Tech observed contractor completed backfill from CB-202 to CB-207. Tech observed a hard rock bearing and contractor placing washed for installation of boxes. Tech gathered samples of crushed rock and soil material for proctors of fines and moisture testing. Moisture within +/- 3% optimal. Tech observed standing water in some areas at bottom of trench. Tech observed a firm bearing and contractor placing crushed stone to above waterline.



Signature: 

TME's presence on site is to perform specific services limited to that scheduled by others based on the understanding of our agreement with our client. This report is not an acceptance or approval of any activities. Test results and inspections are representative of our observations only while onsite at that specific time and location and may vary at other locations. The frequency of testing is based on time, scheduling of work by others and properly conveying progress of work in progress. At no time will TME be responsible for Safety considerations for other parties on the site.



FIELD REPORT ATTACHMENTS

Project Client:

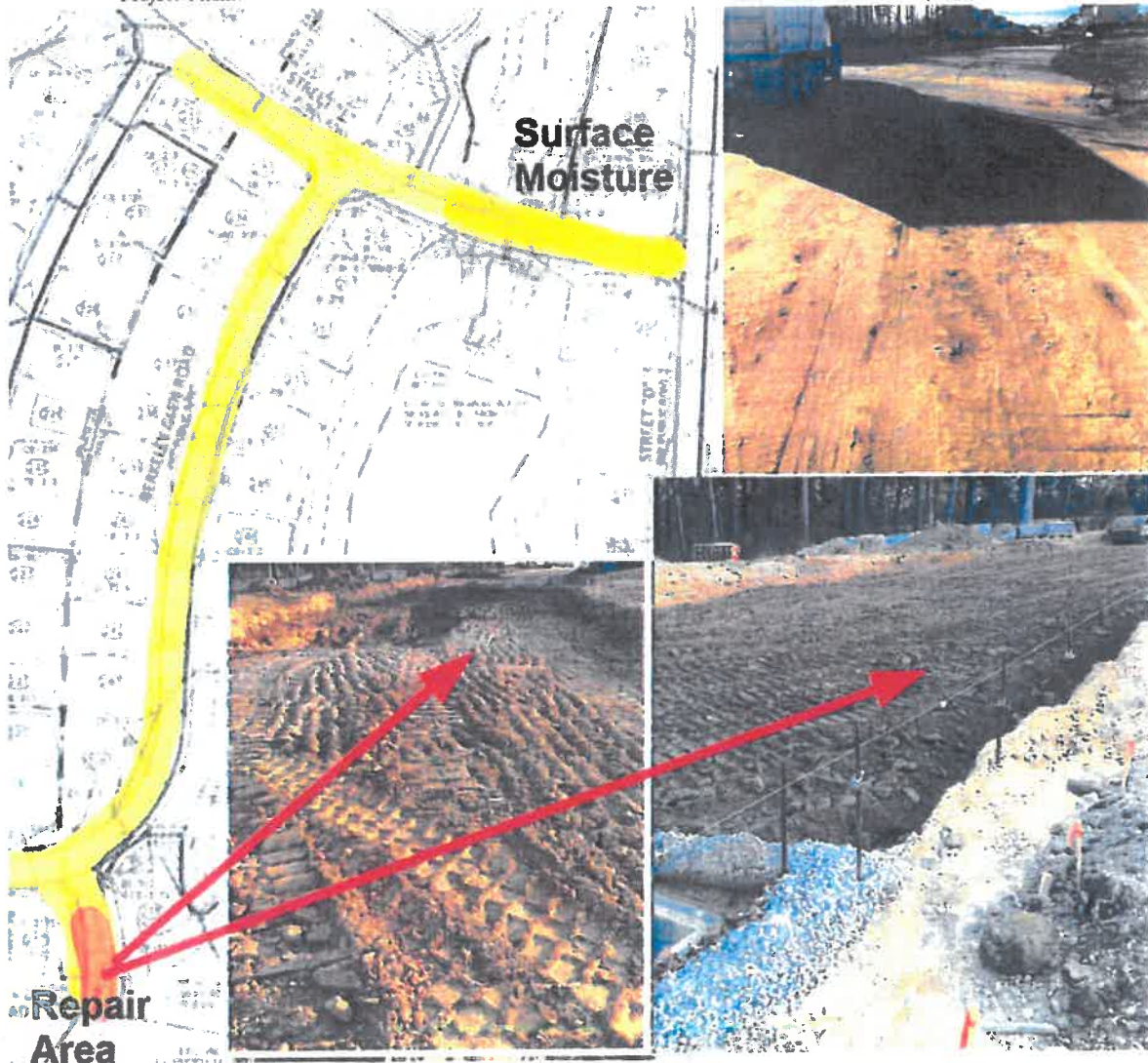
Shepard's Park / Ashton Woods

Personnel:

Jon Cobb

Date:

12/01/21



All locations should be considered approximate and were not surveyed.

Project Number:



Project/Client: **Shepard's Park / Ashton Woods**

City: **Zebulon**

Date: **12/01/21** TME Personnel: **Jon Cobb**

Arrived On-Site: **9:00 am** Left Site: **5:30 pm** Notified: **Brian**


of **Kenneth West**

Grading/Paving Contractor: **Kenneth West**

Location #	Type	Condition	Length (ft)	Width (ft)	Depth (ft)	Square Yards (sy)	Cubic Yards (cy)	Backfill	Reinforcement	Approximate Tonnage (tons)	Detailed Location
1	Roadway	Wet / Organics	106.00	32.00	1.50	376.89	188.44	Crushed Material			Entrance Frosty Way

Circle Measurements

Location #	Type	Condition	Radius	Diameter	Depth (ft)	Square Yards (sy)	Cubic Yards (cy)	Backfill	Reinforcement	Approximate Tonnage (tons)	Detailed Location

Signature: 
 The above report is the field rendition of the author only and subject to review.

Project Number:



FIELD REPORT

Project/Client: Shepard's Park / Ashton Woods Date: 12/09/21
 City: Zebulon Forman: Brian Contractor: Kenneth West
 Temperature: 35 Weather Conditions: Sunny Number of Trips: 1
 Personnel: Jon Cobb Notified Brian of Kenneth West of results
 1st Trip Arrived: 8:30 am Left: 5:30 pm 2nd Trip Arrived: _____ Left: _____

REMARKS

TME arrived on site as requested by contractor. Tech met with Brian of Kenneth West and Town of Zebulon Inspector on site for CABC curb proofroll of Berkeley Glen Rd and Street E. Tech observed contractor conduct proofroll with a CABC loaded street dump. Tech observed slight to moderate movement in 5 areas. Tech observed wet material. Contractor plans to excavate wet material and replace with suitable CABC. Tech observed repairs and no significant movement. Tech observed no significant movement throughout remaining areas

Tech observed Capital Concrete arrived onsite and poured approximate 220 yd³ concrete for curb. Tech gathered samples of concrete and performed temperature reading, chase air indicator, and slump measurement on site. Tech created 3 sets of 5 cylinders and left on site for overnight curing in insulated enclosure

Signature: 

TME's presence on site is to perform specific services limited to that scheduled by others based on the understanding of the agreement with our client. This report is not an acceptance or approval of any activities. Test results and inspections are representative of our observations only, while onsite at that specific time and location and may vary in other locations. The frequency of testing is based on usual scheduling of work by others and proper curing progress of work in progress. At no time shall TME be responsible for safety considerations for other parties on the site.

TM Engineering, Inc | 103 Hiawatha Court | Cary, NC 27513-4743 | (919) 468-2545 | www.tmeengineering.org



CONCRETE FIELD REPORT

Project/Client: Shepard's Park / Ashton Woods Date: 12/09/21
 City: Zebulon Arrived On-Site: 8:30 am Left Site: 5:30 pm
 Temperature: 35 Weather Conditions: Sunny Number of Trips: 1
 Material(s) Tested: Slab Foundation Wall Masonry Other: Curb
 Personnel: Jon Cobb Notified Brian of Kenneth West of results
 Concrete Supplier: Capital Specified Strength: 3,000 psi Specified Slump: 2.0 inches
 Steel Reinforcement Installed Per Plans: N/A Concrete Strength on ticket: 3,000 psi

REMARKS

TEST DATA

Truck No.	Batch Time	Plant No.	Ticket No.	Size of Load	Sample	Slump (In)	Air %	Unit Wt. (pcf)	H2O Added (gallons)	Concrete Temp.	No. of Test Samples	Daily Set No.
160	10:58	1	161190	10.00	11:30	2.5	2.75	140.44	5.00	63	5	1
152	14:00	1	161213	10.00	14:30	2.0	1.50	139.93	0.00	67	5	2
179	15:35	1	161229	10.00	16:30	2.5	2.25	140.44	5.00	64	5	3

Daily Set No.	Sample Type	Specified Strength	Detailed Location
1	Concrete	3,000 psi	Berkeley Glen east side of rd
2	Concrete	3,000 psi	Berkeley Glen west side of rd
3	Concrete	3,000 psi	Street E south side of rd
		psi	
		psi	
		psi	

Signature: 

The above report is the field rendition of the author only and subject to review

Project Number:



FIELD REPORT ATTACHMENTS

Project Client: **Shepard's Park / Ashton Woods**

Personnel: **Jon Cobb**

Date: **12/09/21**



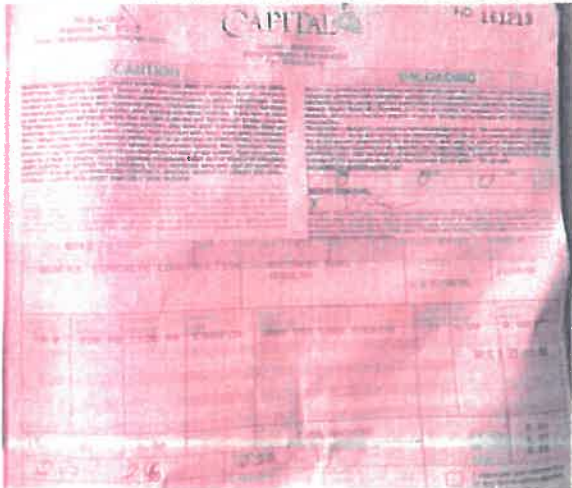
All locations should be considered approximate and were not surveyed.

Project Number:



FIELD REPORT ATTACHMENTS

Project/Client: **Shepard's Park / Ashton Woods** Personnel: **Jon Cobb** Date: **12/09/21**



All locations should be considered approximate and were not surveyed.



FIELD REPORT

Project/Client: Shepard's Park Phase 2 / Ashton Woods Date: 01-16-22
 City: Zebulon Foreman: Freddy / Brian Contractor: Kenneth West
 Temperature: 45 Weather Conditions: Sunny Number of Trips: 1
 Personnel: William Andre Notified Freddy / Brian of Kenneth West of results
 1st Trip Arrived: 2:00 pm Left: 3:00 pm 2nd Trip Arrived: _____ Left: _____

REMARKS

TME arrived on-site as requested by contractor. Tech met with Freddy and Brian Jacoby of Kenneth West, and Roger from the Town of Zebulon and observed contractor perform a proof roll of the stone subgrade for Frosty Way, Berkeley Glen Rd, and Street E using a loaded dump truck weighing approximately 18.96 tons net and observed no movement. Tech did observe a slight amount of standing water in one area of roadway Street E and suggested contractor remove water prior to placing asphalt.

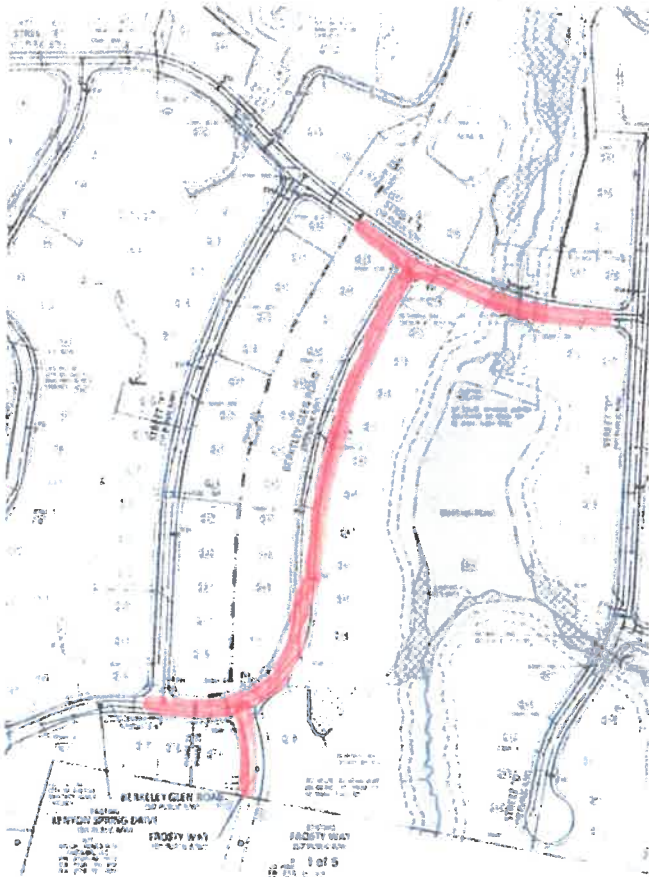
Signature: William Andre

TME's presence on site is to perform specific services limited to that scheduled by others based on the understanding of our agreement with our client. This report is not an acceptance or approval of site activities. Test results and inspections are representative of one observation only, while limited to that specific time and location and may vary at other locations. The frequency of testing is based on usual scheduling of work by others and properly observing progress of work in progress. At no time will TME be responsible for safety considerations for other parties on the site.

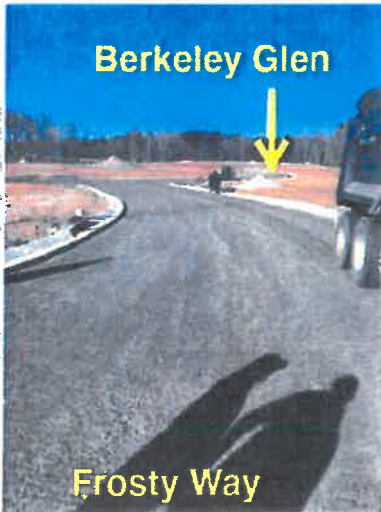


FIELD REPORT ATTACHMENTS

Project/Client: **Shepard's Park Phase 2 / Ashton Wo** Personnel: **William Andre** Date: **01/18/22**



PROOF ROLL = proof roll



All locations should be considered approximate and were not surveyed.



FIELD REPORT

Project Client: **Shepard's Park / Ashton Woods** Date: 01-18-22
 City: **Raleigh** Forman: **Brian Jacoby** Contractor: **Kenneth West**
 Temperature: **49** Weather Conditions: **Sunny** Number of Trips: **1**
 Personnel: **Arjun** Notified **Brian Jacoby** of **Kenneth West** of results
 1st Trip Arrived: **2:00 pm** Left: **4:00 pm** 2nd Trip Arrived: Left:

REMARKS

TME arrived onsite as requested by the contractor.
 Tech performed stone density tests on section of roadway marked in plans for stone base aggregate using EDG. All tests passed with a compaction of 100% and within +/-3% optimum moisture.
 Tech will return to the site upon request.



Signature: *Arjun Arjun*

TME's presence on site is to perform specific services limited to that scheduled by others based on the understanding of our agreement with our client. This report is not an acceptance or approval of the activities. Test results and inspections are representative of our observations only, while onsite at that specific time and location and may vary at other locations. The frequency of testing is based on timely scheduling of work by others and properly controlling progress of work in progress. At no time will TME be responsible for safety, consideration for other parties on the site.



Project/Client: **Shepard's Park / Ashton Woods**

City: **Raleigh**

Date: **01/18/22**

TME Personnel: **Arjun**

Arrived On-Site: **2:00 pm** Left Site: **4:00 pm** Notified: **Brian Jacoby** of **Kenneth West**

Grading/Paving Contractor: _____

General Location Tested: Building Wall Roadway Utility Other

Mold Weight: _____ Mold Volume: _____ Req. Compaction: _____ %


FIELD DENSITY TEST DATA

Test No.	Wet Soil & Mold (lbs)	Wet Soil (lbs)	Wet Density (PCF)	Wet Wt. of Moisture	Dry Wt. of Moisture	% Moisture	Dry Density (PCF)	Optimum Moisture %	M.D.D. (lbs/ft ³)	Elev. (ft)	Approximate Test Location	Lot File Range	Compaction (%)
1			146.00			4.00	140.40	5.40	138.10	SBC	Marked on plans		100.0
2			145.90			4.00	140.30	5.40	138.10	SBC	Marked on plans		100.0
3			145.90			4.20	140.00	5.40	138.10	SBC	Marked on plans		100.0
4			145.90			4.30	139.90	5.40	138.10	SBC	Marked on plans		100.0
5			145.80			4.20	139.90	5.40	138.10	SBC	Marked on plans		100.0
6			145.50			4.50	139.20	5.40	138.10	SBC	Marked on plans		100.0
7			145.70			4.60	139.30	5.40	138.10	SBC	Marked on plans		100.0
8			146.50			4.30	140.50	5.40	138.10	SBC	Marked on plans		100.0
9			146.40			4.20	140.50	5.40	138.10	SBC	Marked on plans		100.0
10			146.80			5.90	138.60	5.40	138.10	SBC	Marked on plans		100.0
11			147.20			6.00	138.90	5.40	138.10	SBC	Marked on plans		100.0
12			147.20			6.90	138.90	5.40	138.10	SBC	Marked on plans		100.0
									138.10				

*Test results are indicative of specific location only

ONE-POINT PROCTOR

Proctor Point	Wet Soil & Mold (lbs)	Mold (lbs)	Wet Soil (lbs)	Volume of Mold (ft ³)	Wet Density (lbs/ft ³)	Wet Wt. of Moisture	Dry Wt. of Moisture	% Moisture	Dry Density (lbs/ft ³)

Signature: 

TME's presence on site is to perform specific services limited to that scheduled by others based on the understanding of our agreement with our client. This report is not an acceptance or approval of site activities. Test results and inspections are representative of our observations only which occur at that specific time and location and may vary at other locations. The frequency of testing is based on timely scheduling of work by others and properly conveying progress of work in progress. At no time will TME be responsible for safety considerations for other parties on the site.



Strength Test Results

Client: TM Engineering, Inc.
 Project: Sheperd's Park / Zebulon, NC
 Job No: 1200936CA
 Client Job No:

Date Cast: 12/19/2021
 Lab No: 43945
 Mix No: 3000
 Design Strength: 3000

Field Information

Date Received in Lab: 12/10/2021	Water:	Physical Tests	
Sampled by: TME	Authorized by:	Slump (in): 2.50	Specified:
Concrete Supplier: Capital	Temperature: Air 35°F Sample 63°F	Air Content (%): 2.75	Specified:
Plant Location: 1	Size of Load (cy): 10.0	Unit Weight (pcf): 140.4	
Truck No: 160 Ticket #: 161190	Specified Strength (28 days): 3000	HI:	LO:
Time: Mixed 10:58 AM Sampled 11:30 AM			

Location of Placement: Berkeley Cen East Side of Road

Field Remarks:

Core	Test Date	Age (days)	Load (lbs)	Diameter (in)	Area (in ²)	Strength (psi)	Corr. Factor	Fracture Type
A	12/18/2021	7	39,069	4.00	12.57	3,110	1.00	2
B	1/6/2022	28	57,067	4.00	12.57	4,540	1.00	2
C	1/6/2022	28	49,269	4.00	12.57	3,920	1.00	2
D	1/6/2022	28	53,915	4.00	12.57	4,290	1.00	2
E	1/6/2022	28	54,195	4.00	12.57	4,310	1.00	2

* = Less than design strength

Strength testing performed by Chris Smith

Notes: Strength tests performed in accordance with ASTM C-39.

Distribution: Ashley Mallik, David Truesdale, Laurel Ramsey, Toby Mallik

This report shall not be reproduced, except in full, without the prior written approval of GeoTechnologies Inc/PA. These results relate only to the items inspected or tested.

Michael K. Morton

Submitted by

Report Date 1/6/2022

Signature



Strength Test Results

Client: TM Engineering, Inc.
 Project: Shepard's Park / Zebulon, NC
 Job No: 1200936CA
 Client Job No:

Date Cast: 12/9/2021
 Lab No: 43946
 Mix No: 3000
 Design Strength: 3000

Field Information

Date Received in Lab: 12/10/2021	Water:	Physical Tests	
Sampled by: TME	Authorized by:	Slump (in): 2.00	Specified:
Concrete Supplier: Capital	Temperature: Air 35°F Sample 67°F	Air Content (%): 1.5	Specified:
Plant Location: 1	Size of Load (cy): 10.0	Unit Weight (pcf): 139.9	
Truck No: 152 Ticket #: 161213	Specified Strength (28 days): 3000	HI:	LO:
Time: Mixed 02:00 PM Sampled 02:30 PM			

Location of Placement: Berkeley Glen West Side of Road

Field Remarks:

Core	Test Date	Age (days)	Load (lbs)	Diameter (in)	Area (in ²)	Strength (psi)	Corr. Factor	Fracture Type
A	12/16/2021	7	39,092	4.00	12.57	3,110	1.00	2
B	1/6/2022	28	53,754	4.00	12.57	4,280	1.00	2
C	1/6/2022	28	59,037	4.00	12.57	4,700	1.00	2
D	1/6/2022	28	55,884	4.00	12.57	4,450	1.00	2
E	1/6/2022	28	53,991	4.00	12.57	4,300	1.00	2

* = Less than design strength

Strength testing performed by Chris Smith

Notes: Strength tests performed in accordance with ASTM C-39

Distribution: Ashley Mallik, David Truesdale, Laurel Ramsey, Toby Mallik

This report shall not be reproduced, except in full, without the prior written approval of GeoTechnologies Inc. P.A. These results relate only to the items inspected or tested.

Michael K. Morton

Submitted by

Report Date 1/6/2022

Signature



Strength Test Results

Client: TM Engineering, Inc.
 Project: Shepard's Park / Zebulon, NC
 Job No: 1200936CA
 Client Job No:

Date Cast: 12/9/2021
 Lab No: 43947
 Mix No: 3000
 Design Strength: 3000

Field Information

Date Received in Lab: 12/10/2021	Water:	Physical Tests	
Sampled by: TME	Authorized by:	Slump (In): 2.50	Specified:
Concrete Supplier: Capital	Temperature: Air 35°F Sample 64°F	Air Content (%): 2.25	Specified:
Plant Location: 1	Size of Load (cy): 10.0	Unit Weight (pcf): 140.4	
Truck No: 179	Ticket #: 161229	Specified Strength (28 days): 3000	HI:
Time: Mixed	Sampled		LO:

Location of Placement: Street E South Side of Road

Field Remarks:

Core	Test Date	Age (days)	Load (lbs)	Diameter (In)	Area (In ²)	Strength (psi)	Corr. Factor	Fracture Type
A	12/16/2021	7	40,393	4.00	12.57	3,210	1.00	2
B	1/6/2022	28	54,861	4.00	12.57	4,360	1.00	2
C	1/6/2022	28	53,365	4.00	12.57	4,250	1.00	2
D	1/6/2022	28	54,296	4.00	12.57	4,320	1.00	2
E	1/6/2022	28	55,391	4.00	12.57	4,410	1.00	2

* = Less than design strength

Strength testing performed by Chris Smith

Notes: Strength tests performed in accordance with ASTM C-39.

Distribution: Ashley Malik, David Truesdale, Laurel Ramsey, Toby Malik

This report shall not be reproduced, except in full, without the prior written approval of GeoTechnologies Inc PA. These results relate only to the items inspected or tested.

Michael K. Morton
 Submitted by Report Date 1/6/2022

Signature



Strength Test Results

Client: TM Engineering, Inc.
 Project: Shepard's Park / Zebulon, NC
 Job No: 1200936CA
 Client Job No:

Date Cast: 6/21/2021
 Lab No: 42560
 Mix No: 3000
 Design Strength: 3000

Field Information

Date Received in Lab: 6/23/2021	Water:	Physical Tests
Sampled by: TME	Authorized by:	Slump (in): 3.00 Specified:
Concrete Supplier: ST Woolen	Temperature: Air 90°F Sample 85°F	Air Content (%): 6 Specified:
Plant Location: 16	Size of Load (cy): 10.0	Unit Weight (pcf):
Truck No: 3052 Ticket #: 16185524	Specified Strength (28 days): 3000	HI: LO:
Time: Mixed 09:40 AM Sampled 10:35 AM		

Location of Placement: Lot 264-265

Field Remarks:

Core	Test Date	Age (days)	Load (lbs)	Diameter (in)	Area (in ²)	Strength (psi)	Corr. Factor	Fracture Type
A	6/29/2021	7	27,198	4.00	12.57	2,160	1.00	2
B	7/19/2021	28	38,737	4.00	12.57	3,080	1.00	2
C	7/18/2021	28	39,172	4.00	12.57	3,120	1.00	2
D	7/19/2021	28	40,108	4.00	12.57	3,190	1.00	2
E	7/19/2021	28	39,130	4.00	12.57	3,110	1.00	2

* = Less than design strength

Strength testing performed by Chris Smith

Notes: Strength tests performed in accordance with ASTM C-39

Distribution: Ashley Malik, David Truesdale, Laurel Ramsey, Toby Malik

This report shall not be reproduced, except in full, without the prior written approval of GeoTechnologies, Inc. P.A. These results relate only to the items inspected or tested.

Michael K. Morton

Submitted by

Report Date 7/19/2021

Signature



Strength Test Results

Client: TM Engineering, Inc.
 Project: Shepard's Park / Zebulon, NC
 Job No: 1200936CA
 Client Job No:

Date Cast: 6/21/2021
 Lab No: 42562
 Mix No: 3000
 Design Strength: 3000

Field Information

Date Received in Lab: 6/23/2021	Water:	Physical Tests
Sampled by: TME	Authorized by:	Slump (in): 5.00 Specified:
Concrete Supplier: ST Wooten	Temperature: Air 90°F Sample 85°F	Air Content (%): 4.25 Specified:
Plant Location: 16	Size of Load (cy): 10.0	Unit Weight (pcf):
Truck No: 3053 Ticket #: 16185543	Specified Strength (28 days): 3000	HI: LO:
Time: Mixed Sampled 12:15 AM		

Location of Placement: Lot 273

Field Remarks:

Core	Test Date	Age (days)	Load (lbs)	Diameter (in)	Area (in ²)	Strength (psi)	Corr. Factor	Fracture Type
A	6/28/2021	7	33,480	4.00	12.57	2,660	1.00	2
B	7/19/2021	28	43,903	4.00	12.57	3,490	1.00	2
C	7/19/2021	28	40,808	4.00	12.57	3,250	1.00	2
D	7/19/2021	28	40,962	4.00	12.57	3,260	1.00	2
E	7/19/2021	28	41,278	4.00	12.57	3,280	1.00	2

* = Less than design strength

Strength testing performed by Chris Smith

Notes: Strength tests performed in accordance with ASTM C-39.

Distribution: Ashley Malik, David Truesdale, Laurel Ramsey, Toby Mallik

This report shall not be reproduced, except in full, without the prior written approval of GeoTechnologies, Inc. P.A. These results relate only to the items inspected or tested.

Michael K. Morton

Submitted by

Report Date 7/19/2021

Signature



Strength Test Results

Client: TM Engineering, Inc.
 Project: Shepard's Park / Zebulon, NC
 Job No: 1200936CA
 Client Job No:

Date Cast: 6/21/2021
 Lab No: 42561
 Mix No: 3000
 Design Strength: 3000

Field Information

Date Received In Lab: 6/23/2021	Water:	Physical Tests
Sampled by: TME	Authorized by:	Slump (in): 4.00 Specified:
Concrete Supplier: ST Wooten	Temperature: Air 90°F Sample 85°F	Air Content (%): 5 Specified:
Plant Location: 16	Size of Load (cy): 10.0	Unit Weight (pcf):
Truck No: 3053 Ticket #: 16185531	Specified Strength (28 days): 3000	HI: LO:
Time: Mixed Sampled 12:15 PM		

Location of Placement: Lot 257

Field Remarks:

Core	Test Date	Age (days)	Load (lbs)	Diameter (in)	Area (In ²)	Strength (psi)	Corr. Factor	Fracture Type
A	6/28/2021	7	22,771	4.00	12.57	1,810	1.00	2
B	7/19/2021	28	30,885	4.00	12.57	2,480*	1.00	2
C	7/19/2021	28	34,561	4.00	12.57	2,760*	1.00	2
D	7/19/2021	28	28,922	4.00	12.57	2,300*	1.00	2
E	8/16/2021	56	42,317	4.00	12.57	3,370	1.00	2

* = Less than design strength

Strength testing performed by Chris Smith

Notes: Strength tests performed in accordance with ASTM C-39

Distribution: Ashley Mallik, David Truesdale, Laurel Ramsey, Toby Mallik

This report shall not be reproduced, except in full, without the prior written approval of GeoTechnologies Inc PA. These results relate only to the items inspected or tested.

Michael K. Morton

Submitted by

Report Date 8/16/2021

Signature

#8

*1-28-22
Approved
As Submitted
3-2-22*

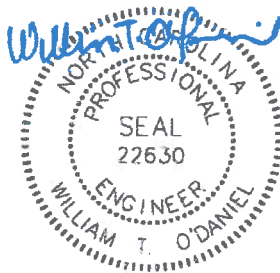
ENGINEER CERTIFICATION STATEMENT
PUBLIC WATER

Project: Shepards Park II – Phases 2B/2C
City of Raleigh Public Utilities Department Permit #W-3699

I, WILLIAM T. O'DANIEL, AS A DULY REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF NORTH CAROLINA, HAVING BEEN AUTHORIZED TO OBSERVE PERIODICALLY THE CONSTRUCTION OF THE PROJECT, SHEPARDS PARK PHASE II, HEREBY STATE THAT, TO THE BEST OF MY ABILITIES, DUE CARE AND DILIGENCE WAS USED IN THE OBSERVATION OF THE CONSTRUCTION SUCH THAT BY MY INSPECTION OF THE CONSTRUCTED IMPROVEMENTS AND MY REVIEW OF THE AS-BUILT SURVEY DATA, I HEREBY CERTIFY THAT THE (1) PUBLIC IMPROVEMENTS, (2) PRIVATE IMPROVEMENTS, AND (3) PUBLIC SAFETY OF THE ABOVE REFERENCED PROJECT AS CONSTRUCTED ARE IN COMPLIANCE WITH THE REQUIREMENTS OF THE IMPROVEMENTS AS PRESCRIBED IN THE APPROVED CONSTRUCTION DRAWINGS, APPROVED DESIGN DOCUMENTS, AND/OR ANY APPROVED MODIFICATIONS, EXCEPT AS NOTED IN RED ON THE "AS-BUILT" DRAWINGS. FURTHERMORE, I CERTIFY THAT THE RED-NOTED EXCEPTIONS DO NOT ADVERSELY AFFECT THE REQUIRED PERFORMANCE OR PUBLIC SAFETY ASPECTS OF THE IMPROVEMENTS.

NAME: _____

DATE: _____



Todd O'Daniel
Feb 28 2022 11:15 AM

h.d



*2/28/22
Approved
for
Submission
3.13.22*

ENGINEER CERTIFICATION STATEMENT
PUBLIC SANITARY SEWER

Project: Shepards Park II – Phases 2B/2C
City of Raleigh Public Utilities Department Permit #: S-4608

I, WILLIAM T. O'DANIEL, AS A DULY REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF NORTH CAROLINA, HAVING BEEN AUTHORIZED TO OBSERVE PERIODICALLY THE CONSTRUCTION OF THE PROJECT, SHEPARDS PARK PHASE II, HEREBY STATE THAT, TO THE BEST OF MY ABILITIES, DUE CARE AND DILIGENCE WAS USED IN THE OBSERVATION OF THE CONSTRUCTION SUCH THAT BY MY INSPECTION OF THE CONSTRUCTED IMPROVEMENTS AND MY REVIEW OF THE AS-BUILT SURVEY DATA, I HEREBY CERTIFY THAT THE (1) PUBLIC IMPROVEMENTS, (2) PRIVATE IMPROVEMENTS, AND (3) PUBLIC SAFETY OF THE ABOVE REFERENCED PROJECT AS CONSTRUCTED ARE IN COMPLIANCE WITH THE REQUIREMENTS OF THE IMPROVEMENTS AS PRESCRIBED IN THE APPROVED CONSTRUCTION DRAWINGS, APPROVED DESIGN DOCUMENTS, AND/OR ANY APPROVED MODIFICATIONS, EXCEPT AS NOTED IN RED ON THE "AS-BUILT" DRAWINGS. FURTHERMORE, I CERTIFY THAT THE RED-NOTED EXCEPTIONS DO NOT ADVERSELY AFFECT THE REQUIRED PERFORMANCE OR PUBLIC SAFETY ASPECTS OF THE IMPROVEMENTS.

NAME: _____

DATE: _____



Todd O'Daniel
Feb 28 2022 11:14 AM

#10

FINAL WAIVER AND RELEASE OF LIEN

*Let
3/15/22
Approved
AS
Submitted*

NORTH CAROLINA

WAKE COUNTY

TO: All parties having an interest in the following project:

PROJECT: Shepards Park – Phase 2B – Town of Zebulon

All work related to the installation of roadway and stormwater infrastructure located within Shepards Park Subdivision Phase 2B as shown on Construction plans by The John R. McAdams Company, Inc dated June 15, 2020.

FOR GOOD AND VALUABLE CONSIDERATION, the undersigned does hereby WAIVE, RELEASE AND FOREVER DISCHARGE any and all liens, claims or rights of liens on or against the premises described above for and on account of work performed and labor, equipment and/or materials supplied at or in connection with construction or improvement at the premises described above.

Furthermore, the undersigned warrants and represents that it has paid all material suppliers, equipment dealers and/or subcontractors for any and all labor, materials, and services due and owing on the project.

This 22nd day of February, 2022.

Kellie Simmons

By: Kellie Simmons

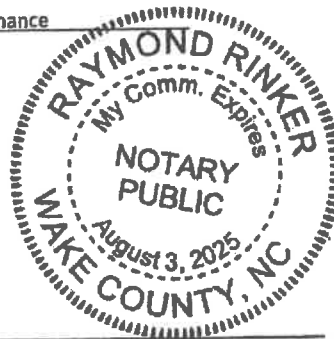
Title: Vice President of Finance

State of North Carolina; Wake County/City of Raleigh,

Sworn to and subscribed before me this 22 day of February of 2022.

[Signature]
Notary Public

My Commission Expires: 8/3/2025



FINAL WAIVER AND RELEASE OF LIEN

Let Approved 3/30/22

NORTH CAROLINA

WAKE COUNTY

TO: All parties having an interest in the following project:

PROJECT: Shepards Park – Phase 2C – Town of Zebulon

All work related to the installation of roadway and stormwater infrastructure located within Shepards Park Subdivision Phase 2C as shown on Construction plans by The John R. McAdams Company, Inc. dated June 15, 2020.

FOR GOOD AND VALUABLE CONSIDERATION, the undersigned does hereby WAIVE, RELEASE AND FOREVER DISCHARGE any and all liens, claims or rights of liens on or against the premises described above for and on account of work performed and labor, equipment and/or materials supplied at or in connection with construction or improvement at the premises described above.

Furthermore, the undersigned warrants and represents that it has paid all material suppliers, equipment dealers and/or subcontractors for an and all labor, materials, and services due and owing on the project.

This 16 day of March, 2022.

Kellie Simmons

By: Kellie Simmons

Title: Vice President of Finance

State of North Carolina; Wake County/City of Raleigh

Sworn to and subscribed before me this 16 day of March of 2022.

Mary Hill Herold
Notary Public

My Commission Expires: 9/24/26

MARY HILL HEROLD
NOTARY PUBLIC
WAKE COUNTY, N.C.
My Commission Expires 9-24-2026

#10

~~LEAD~~
APPROVED
3-30-22

FINAL WAIVER AND RELEASE OF LIEN

NORTH CAROLINA

WAKE COUNTY

TO: All parties having an interest in the following project:

PROJECT: Shepards Park – Phase 2C – Town of Zebulon

All work related to the installation of water and sewer infrastructure located within Shepards Park Phase 2C shown on construction plans by The John R. McAdams Company, Inc. dated June 15, 2020.

Public Sewer Collection/Extension System under permit number S-4608
Public Water Distribution/Extension System under permit number W-3699

FOR GOOD AND VALUABLE CONSIDERATION, the undersigned does hereby WAIVE, RELEASE AND FOREVER DISCHARGE any and all liens, claims or rights of liens on or against the premises described above for and on account of work performed and labor, equipment and/or materials supplied at or in connection with construction or improvement at the premises described above.

Furthermore, the undersigned warrants and represents that it has paid all material suppliers, equipment dealers and/or subcontractors for an and all labor, materials, and services due and owing on the project.

This 16 day of March, 2022.

Gary Godwin

By: Gary Godwin

Title: Manager

State of North Carolina; Wake County/City of Raleigh

Sworn to and subscribed before me this 16 day of March of 2022.

Mary Hill Herold
Notary Public

My Commission Expires: 9/24/26

MARY HILL HEROLD
NOTARY PUBLIC
WAKE COUNTY, N.C.
My Commission Expires 9-24-2026.

419

*3/15/22
Approved As
Submitted*

FINAL WAIVER AND RELEASE OF LIEN

NORTH CAROLINA

WAKE COUNTY

TO: All parties having an interest in the following project:

PROJECT: Shepards Park – Phase 2B – Town of Zebulon

All work related to the installation of water and sewer infrastructure located within Shepards Park phase 2B shown on construction plans prepared by The John R. McAdams Company, Inc dated June 15, 2020.

Public Sewer Collection/Extension System under permit number S-4608
Public Water Distribution/Extension System under permit number W-3699

FOR GOOD AND VALUABLE CONSIDERATION, the undersigned does hereby WAIVE, RELEASE AND FOREVER DISCHARGE any and all liens, claims or rights of liens on or against the premises described above for and on account of work performed and labor, equipment and/or materials supplied at or in connection with construction or improvement at the premises described above.

Furthermore, the undersigned warrants and represents that it has paid all material suppliers, equipment dealers and/or subcontractors for any and all labor, materials, and services due and owing on the project.

This 22 day of February, 2022.

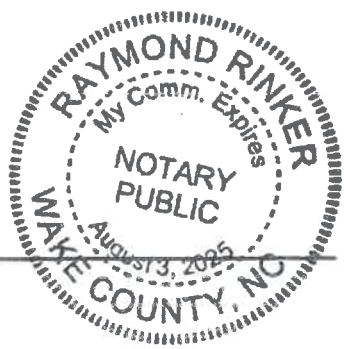
Gary Godwin
By: Gary Godwin
Title: Manager

State of North Carolina; Wake County/City of Raleigh,

Sworn to and subscribed before me this 22 day of February of 2022.

Raymond Rinker
Notary Public

My Commission Expires: 8/3/2025



11

Leah
3-30-22
APPROVED

FINAL WAIVER AND RELEASE OF LIEN

NORTH CAROLINA

WAKE COUNTY

TO: All parties having an interest in the following project:

PROJECT: Shepards Park – Phase 2C – Town of Zebulon

All work related to the installation of roadway and stormwater infrastructure located within Shepards Park Subdivision Phase 2C as shown on Construction plans by The John R. McAdams Company, Inc. dated June 15, 2020.

FOR GOOD AND VALUABLE CONSIDERATION, the undersigned does hereby WAIVE, RELEASE AND FOREVER DISCHARGE any and all liens, claims or rights of liens on or against the premises described above for and on account of work performed and labor, equipment and/or materials supplied at or in connection with construction or improvement at the premises described above.

Furthermore, the undersigned warrants and represents that it has paid all material suppliers, equipment dealers and/or subcontractors for an and all labor, materials, and services due and owing on the project.

This 21 day of March, 2022.

Joel K West

By: Joel K West

Title: President

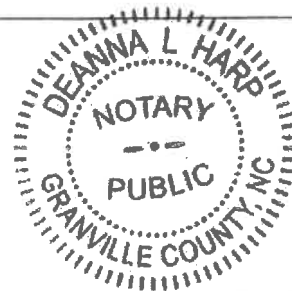
State of North Carolina; Wake County/City of Raleigh

Sworn to and subscribed before me this 21 day of March of 2022.

Deanna L Harp

Notary Public

My Commission Expires: 3-3-26



FINAL WAIVER AND RELEASE OF LIEN

*LOA
3/15/22
APPROVED AS
SUBMITTED*

NORTH CAROLINA

WAKE COUNTY

TO: All parties having an interest in the following project:

PROJECT: Shepards Park – Phase 2B – Town of Zebulon

All work related to the installation of roadway and stormwater infrastructure located within Shepards Park Subdivision Phase 2B as shown on Construction plans by The John R. McAdams Company, Inc dated June 15, 2020.

FOR GOOD AND VALUABLE CONSIDERATION, the undersigned does hereby WAIVE, RELEASE AND FOREVER DISCHARGE any and all liens, claims or rights of liens on or against the premises described above for and on account of work performed and labor, equipment and/or materials supplied at or in connection with construction or improvement at the premises described above.

Furthermore, the undersigned warrants and represents that it has paid all material suppliers, equipment dealers and/or subcontractors for any and all labor, materials, and services due and owing on the project.

This 22 day of February, 2022.

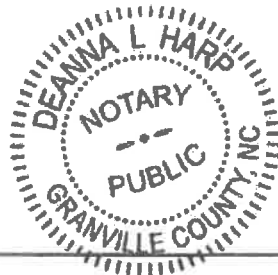
Joel K West
By: Joel K West
Title: President

State of North Carolina; Wake County/City of Raleigh,

Sworn to and subscribed before me this 22 day of February of 2022.

Deanna L Harp
Notary Public

My Commission Expires: 3-3-26



MC

Marc Chadwick

From: Braylon Jones
Sent: Tuesday, March 15, 2022 3:55 PM
To: Mary Hill Herold
Cc: Marc Chadwick
Subject: RE: SL NC CHECK 3.2.22

*LHA
APPROVED
3.30.22*

Hi Mary – please see below screenshot that shows that the checks were paid and posted yesterday.

 Column Options

	Check Number	Amount	Status	Payee
1	6416	5 585 40 USD	CHECK PAID	Duke Energy - Pe
2	6417	6,826 60 USD	CHECK PAID	Duke Energy - Pe

Thank you,
Braylon Jones



ASHTON WOODS

30TH ANNIVERSARY

Braylon Jones
Accounts Payable Coordinator
Ashton Woods - Corporate HQ
3820 Mansell Rd, Suite 400 | Alpharetta, GA 30022
braylon.jones@ashtonwoods.com | (770) 627-0058 ext. 90229
ENROLL TODAY: Ashton Woods Inspiration Collective Realtor Partnership

Ashton Woods Homes reserves the right to change plans, specifications and pricing without notice in its sole discretion. Square footage is approximate and window, floor and ceiling elevations are approximate, subject to change without prior notice or obligation and may vary by plan elevation and/or community. Special wall and window treatments, upgraded flooring, fireplace surrounds, landscape and other features in and around the model homes are designer suggestions and not included in the sales price. All renderings, color schemes, floor plans, maps and displays are artists' conceptions and are not intended to be an actual depiction of the home or its surroundings. Basements are available subject to site conditions. Home site premiums may apply. Please see Sales Representative for additional information. This is not an offer to sell real estate, or solicitation to buy real estate, in any jurisdiction where prohibited by law or in any jurisdiction where prior registration is required, including New York and New Jersey.

From: Mary Hill Herold <mary.hillherold@ashtonwoods.com>
Sent: Monday, March 14, 2022 4:16 PM
To: Braylon Jones <Braylon.Jones@ashtonwoods.com>
Cc: Marc Chadwick <Marc.Chadwick@ashtonwoods.com>
Subject: FW: SL NC CHECK 3.2.22
Importance: High

412



INVOICE

Invoice: N4424457602
Invoice Date: 2/24/2022
Page: 1 of 1

Email sent to customer on 02/24/2022

Bill to: ASHTON WOODS
ASHTON WOODS
900 RIDGEFIELD DRIVE
SHEPARDS PARK IIB1
RALEIGH NC 27609

Customer ID: 000240665
PO / Contract No:
Payment Terms: Net 30
Due Date: 3/26/2022

Amount Due: \$6,826.60

invoice for work or services performed at: 1100 OLD BUNN ROAD ZEBULON NC

For questions about your invoice, please contact Rob Richard at 919/278-2534

Line	Date of Charge	Description	Net Amount
1	02/23/2022	NC SALES TAX	\$446.60
2	02/23/2022	UL UG for Lighting UPFRONT UNDERGROUND FEE (11 POLES)	\$6,380.00
Amount Due:			\$6,826.60

To pay electronically, please allow 24 hours from the time this invoice is received and use website <https://www.e-billpress.com/sbpp/DukeEnergy>. Enter your customer ID and billing zip code from above.

TO AVOID SERVICE INTERRUPTION, PLEASE DO NOT SEND MONTHLY UTILITY ACCOUNT PAYMENTS TO THIS ADDRESS

Please detach and return with your payment. Please indicate invoice number on check.

Payment Coupon

Please make check payable to:

Duke Energy Progress
PO Box 602874
Charlotte NC 28260-2874

ACH Instructions:

Wells Fargo - Progress
121000248
Duke Energy Progress
00206266000020

Invoice Number:

N4424457602

Corporation Code:

50126

Please Pay By:

3/26/2022

Customer ID:

000240665

Total Amount Due:

\$6,826.60

Fed Tax ID # 56-2155481

ASHTON WOODS
ASHTON WOODS
900 RIDGEFIELD DRIVE
SHEPARDS PARK IIB1
RALEIGH NC 27609

Amount Enclosed



1814343432343435373630320000200006826601

12



INVOICE

Invoice: N4424457601
Invoice Date: 2/24/2022
Page: 1 of 1

Email sent to customer on 02/24/2022

Bill to: ASHTON WOODS ASHTON WOODS 900 RIDGEFIELD DRIVE SHEPARDS PARK IIB1 RALEIGH NC 27609	Customer ID:	000240665
	PO / Contract No:	
	Payment Terms:	Net 30
	Due Date:	3/26/2022
Amount Due:		\$5,585.40

Invoice for work or services performed at: 1100 OLD BUNN ROAD ZEBULON NC

For questions about your invoice, please contact Rob Richard at 919/278-2534

Line	Date of Charge	Description	Net Amount
1	02/23/2022		\$365.40
		NC SALES TAX	
2	02/23/2022	UL UG for Lighting	\$5,220.00
		UPFRONT UNDERGROUND FEE (9 POLES)	
Amount Due:			\$5,585.40

To pay electronically, please allow 24 hours from the time this invoice is received and use website <https://www.e-billxpress.com/ebpp/DukeEnergy>. Enter your customer ID and billing zip code from above.

TO AVOID SERVICE INTERRUPTION, PLEASE DO NOT SEND MONTHLY UTILITY ACCOUNT PAYMENTS TO THIS ADDRESS

Please detach and return with your payment. Please indicate invoice number on check.

Payment Coupon

Please make check payable to:

Duke Energy Progress
PO Box 602874
Charlotte NC 28260-2874

ACH Instructions:

Wells Fargo - Progress
121000248
Duke Energy Progress
00208266000020

Invoice Number: N4424457601

Corporation Code: 50126
Please Pay By: 3/26/2022
Customer ID: 000240665
Total Amount Due: \$5,585.40

Fed Tax ID # 56-2155481

ASHTON WOODS
ASHTON WOODS
900 RIDGEFIELD DRIVE
SHEPARDS PARK IIB1
RALEIGH NC 27609

Amount Enclosed



1814343432343435373630310000800005585406

LAST
 2-28-22
 Approved
 As
 Submitted

SHEPARDS PARK II PHASE 2C

OLD BUNN ROAD
 ZEBULON, NORTH CAROLINA

RECORD DRAWINGS
 PROJECT NUMBER: AWH-19000
 DATE: FEBRUARY 24, 2022



MCADAMS
 The John B. McAdams Company, Inc.
 2905 Myrdalton Parkway
 Durham, NC 27713
 Phone: 919.361.5000
 Fax: 919.361.2318
 Website: www.mcadams.com

CONTACT

ARISE MANOCH
 arise.manoch@mcadams.com
 PHONE: 919.361.5000

CLIENT

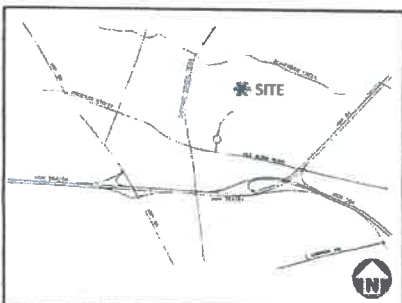
STARBUCKS NORTH CAROLINA, L.C.
 5721 FOXFORD ROAD, SUITE 300
 RALEIGH, NORTH CAROLINA 27609
 PHONE: 919.432.7611



PROJECT DIRECTORY

SHEET INDEX

C3.03	GRADING PLAN - AREA "D"
C3.05	GRADING PLAN - AREA "D"



VICINITY MAP
 N.T.S.

I, the undersigned, being a duly licensed Professional Engineer in the State of North Carolina, hereby certify that I am the author of the design and construction of the project shown on these drawings, and that I am a duly licensed Professional Engineer in the State of North Carolina. I am not aware of any circumstances which would render these drawings or the project shown thereon, or any portion thereof, false, misleading, or deceptive in any way. I am not aware of any circumstances which would render these drawings or the project shown thereon, or any portion thereof, in violation of any applicable laws, rules, or regulations. I am not aware of any circumstances which would render these drawings or the project shown thereon, or any portion thereof, in violation of any applicable laws, rules, or regulations. I am not aware of any circumstances which would render these drawings or the project shown thereon, or any portion thereof, in violation of any applicable laws, rules, or regulations.

W. T. Odom
 Feb 28 2022 11:10 AM



REVISIONS

NO REVISIONS

RECORD DRAWINGS

FOR:
 SHEPARD'S PARK II
 ZEBULON, NORTH CAROLINA
 PROJECT NUMBER: AWH-19000



MCADAMS
The John A. McAdams Company, Inc.
1905 Marquette Highway
Charlotte, NC 27211
919.755.8111
www.mcadams.com

CLIENT
STANTEC INFRASTRUCTURE CAROLINA, LLC
10000 W. WOODHOLLOW DRIVE
MAYFIELD, NORTH CAROLINA 27059
PHONE: 719.421.7863

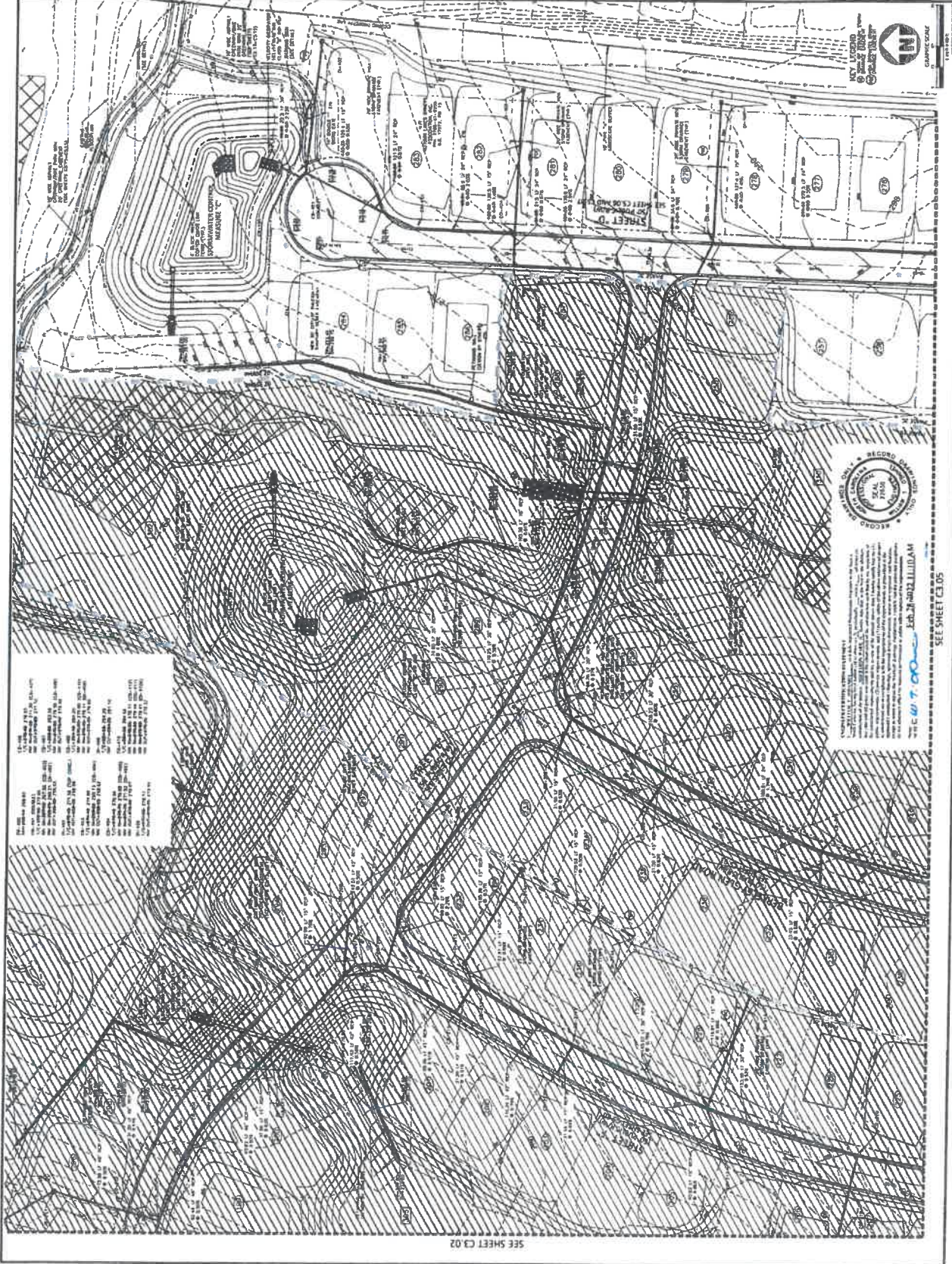


**SHEPARD'S PARK II
PHASE 2C
RECORD DRAWINGS
ZEBULON, NORTH CAROLINA**

REVISIONS
NO. DATE

PLAN INFORMATION
PROJECT NO. 20100000
FILE NAME: 20100000.dwg
CHECKED BY: WTD
DRAWN BY: WTD
SCALE: 1"=40'
DATE: 11.11.2011
SHEET NO. 11

**STORAGE AND
RECORDING PLAN
AREA NO. 11**
C3.03



NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMITS	11/11/2011
2	ISSUED FOR RECORDS	11/11/2011
3	ISSUED FOR RECORDS	11/11/2011
4	ISSUED FOR RECORDS	11/11/2011
5	ISSUED FOR RECORDS	11/11/2011
6	ISSUED FOR RECORDS	11/11/2011
7	ISSUED FOR RECORDS	11/11/2011
8	ISSUED FOR RECORDS	11/11/2011
9	ISSUED FOR RECORDS	11/11/2011
10	ISSUED FOR RECORDS	11/11/2011
11	ISSUED FOR RECORDS	11/11/2011
12	ISSUED FOR RECORDS	11/11/2011
13	ISSUED FOR RECORDS	11/11/2011
14	ISSUED FOR RECORDS	11/11/2011
15	ISSUED FOR RECORDS	11/11/2011
16	ISSUED FOR RECORDS	11/11/2011
17	ISSUED FOR RECORDS	11/11/2011
18	ISSUED FOR RECORDS	11/11/2011
19	ISSUED FOR RECORDS	11/11/2011
20	ISSUED FOR RECORDS	11/11/2011
21	ISSUED FOR RECORDS	11/11/2011
22	ISSUED FOR RECORDS	11/11/2011
23	ISSUED FOR RECORDS	11/11/2011
24	ISSUED FOR RECORDS	11/11/2011
25	ISSUED FOR RECORDS	11/11/2011
26	ISSUED FOR RECORDS	11/11/2011
27	ISSUED FOR RECORDS	11/11/2011
28	ISSUED FOR RECORDS	11/11/2011
29	ISSUED FOR RECORDS	11/11/2011
30	ISSUED FOR RECORDS	11/11/2011
31	ISSUED FOR RECORDS	11/11/2011
32	ISSUED FOR RECORDS	11/11/2011
33	ISSUED FOR RECORDS	11/11/2011
34	ISSUED FOR RECORDS	11/11/2011
35	ISSUED FOR RECORDS	11/11/2011
36	ISSUED FOR RECORDS	11/11/2011
37	ISSUED FOR RECORDS	11/11/2011
38	ISSUED FOR RECORDS	11/11/2011
39	ISSUED FOR RECORDS	11/11/2011
40	ISSUED FOR RECORDS	11/11/2011
41	ISSUED FOR RECORDS	11/11/2011
42	ISSUED FOR RECORDS	11/11/2011
43	ISSUED FOR RECORDS	11/11/2011
44	ISSUED FOR RECORDS	11/11/2011
45	ISSUED FOR RECORDS	11/11/2011
46	ISSUED FOR RECORDS	11/11/2011
47	ISSUED FOR RECORDS	11/11/2011
48	ISSUED FOR RECORDS	11/11/2011
49	ISSUED FOR RECORDS	11/11/2011
50	ISSUED FOR RECORDS	11/11/2011
51	ISSUED FOR RECORDS	11/11/2011
52	ISSUED FOR RECORDS	11/11/2011
53	ISSUED FOR RECORDS	11/11/2011
54	ISSUED FOR RECORDS	11/11/2011
55	ISSUED FOR RECORDS	11/11/2011
56	ISSUED FOR RECORDS	11/11/2011
57	ISSUED FOR RECORDS	11/11/2011
58	ISSUED FOR RECORDS	11/11/2011
59	ISSUED FOR RECORDS	11/11/2011
60	ISSUED FOR RECORDS	11/11/2011
61	ISSUED FOR RECORDS	11/11/2011
62	ISSUED FOR RECORDS	11/11/2011
63	ISSUED FOR RECORDS	11/11/2011
64	ISSUED FOR RECORDS	11/11/2011
65	ISSUED FOR RECORDS	11/11/2011
66	ISSUED FOR RECORDS	11/11/2011
67	ISSUED FOR RECORDS	11/11/2011
68	ISSUED FOR RECORDS	11/11/2011
69	ISSUED FOR RECORDS	11/11/2011
70	ISSUED FOR RECORDS	11/11/2011
71	ISSUED FOR RECORDS	11/11/2011
72	ISSUED FOR RECORDS	11/11/2011
73	ISSUED FOR RECORDS	11/11/2011
74	ISSUED FOR RECORDS	11/11/2011
75	ISSUED FOR RECORDS	11/11/2011
76	ISSUED FOR RECORDS	11/11/2011
77	ISSUED FOR RECORDS	11/11/2011
78	ISSUED FOR RECORDS	11/11/2011
79	ISSUED FOR RECORDS	11/11/2011
80	ISSUED FOR RECORDS	11/11/2011
81	ISSUED FOR RECORDS	11/11/2011
82	ISSUED FOR RECORDS	11/11/2011
83	ISSUED FOR RECORDS	11/11/2011
84	ISSUED FOR RECORDS	11/11/2011
85	ISSUED FOR RECORDS	11/11/2011
86	ISSUED FOR RECORDS	11/11/2011
87	ISSUED FOR RECORDS	11/11/2011
88	ISSUED FOR RECORDS	11/11/2011
89	ISSUED FOR RECORDS	11/11/2011
90	ISSUED FOR RECORDS	11/11/2011
91	ISSUED FOR RECORDS	11/11/2011
92	ISSUED FOR RECORDS	11/11/2011
93	ISSUED FOR RECORDS	11/11/2011
94	ISSUED FOR RECORDS	11/11/2011
95	ISSUED FOR RECORDS	11/11/2011
96	ISSUED FOR RECORDS	11/11/2011
97	ISSUED FOR RECORDS	11/11/2011
98	ISSUED FOR RECORDS	11/11/2011
99	ISSUED FOR RECORDS	11/11/2011
100	ISSUED FOR RECORDS	11/11/2011



WILLIAM J. WILLIAMS
Professional Engineer
No. 10000
State of North Carolina
Exp. 12/31/2012
11/11/2011
W. J. Williams
SEE SHEET C3.05

SEE SHEET C3.02



MCADAMS
The John S. McAdams Company, Inc.
1900 Algonquin Parkway
Ft. Belknap, NC 27713
PHONE 704.336.5000
FAX 704.336.5001
WWW.MCADAMS.COM

CLIENT
STEARNS (MOUNTAIN) DEVELOPMENT, LLC
14000 WOODHOLLOW DRIVE
MILLSBORO, NORTH CAROLINA 27459
PHONE 704.479.7889



**SHEPARD'S PARK II
PHASE 2C
RECORD DRAWINGS
REZONING, NORTH CAROLINA**

REVISIONS

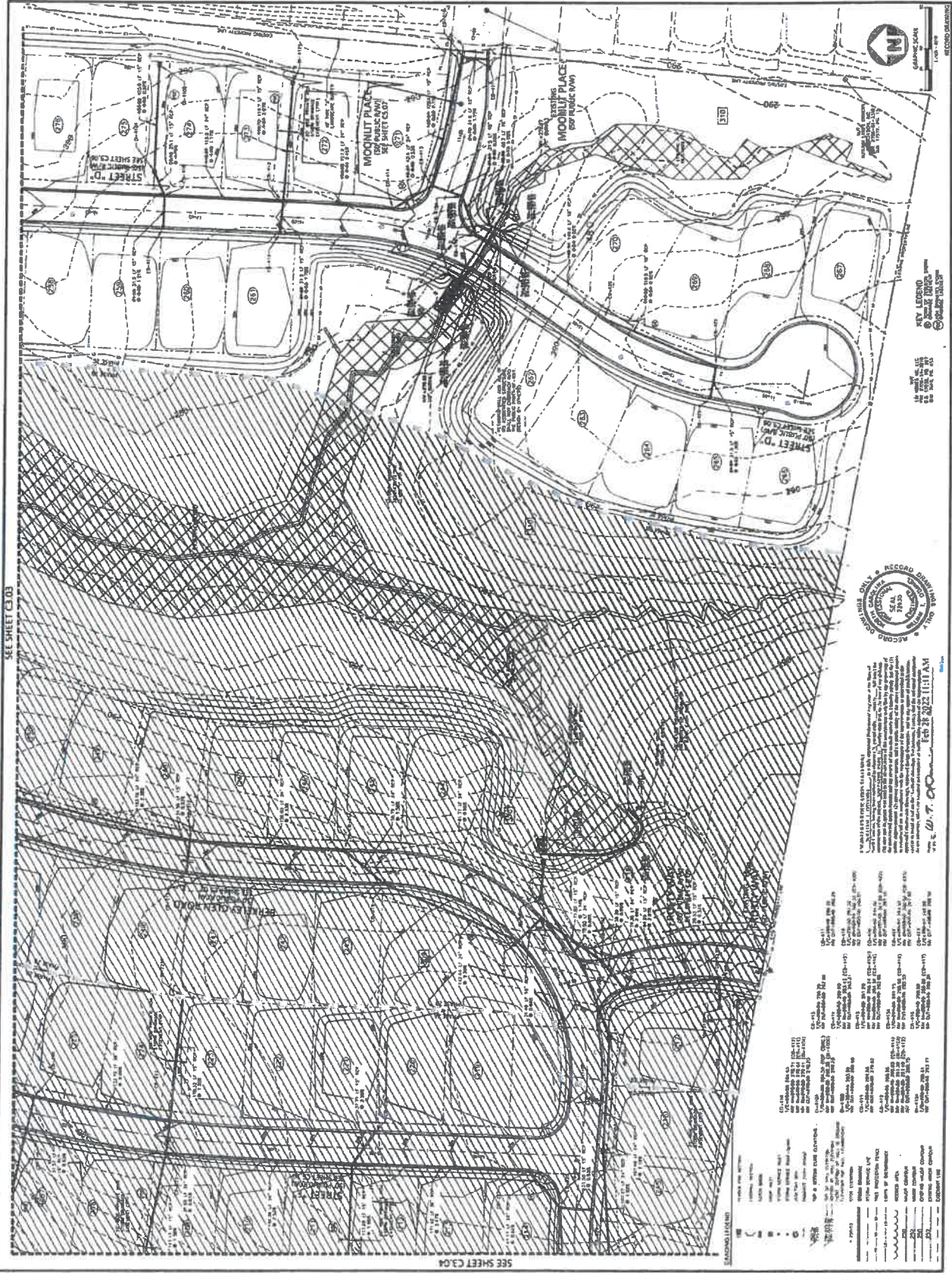
NO REVISIONS

PLAN INFORMATION

PROJECT NO. 19000000
DATE 11/11/2011
DRAWN BY WFD
SCALE 1"=40'
SHEET 11 OF 20

**GRADING AND
STORM DRAINAGE PLAN**

C3.05



W. T. COOPER
Professional Engineer
No. 12822
State of North Carolina

NO.	DESCRIPTION	DATE
01	ISSUED FOR PERMITS	11/11/2011
02	FOR RECORD	11/11/2011
03	FOR RECORD	11/11/2011
04	FOR RECORD	11/11/2011
05	FOR RECORD	11/11/2011
06	FOR RECORD	11/11/2011
07	FOR RECORD	11/11/2011
08	FOR RECORD	11/11/2011
09	FOR RECORD	11/11/2011
10	FOR RECORD	11/11/2011
11	FOR RECORD	11/11/2011
12	FOR RECORD	11/11/2011
13	FOR RECORD	11/11/2011
14	FOR RECORD	11/11/2011
15	FOR RECORD	11/11/2011
16	FOR RECORD	11/11/2011
17	FOR RECORD	11/11/2011
18	FOR RECORD	11/11/2011
19	FOR RECORD	11/11/2011
20	FOR RECORD	11/11/2011

SEE SHEET C3.03

SEE SHEET C3.04



MCADAMS
The John C. McAdams Company, Inc.
1999 Mountain Parkway
Durham, NC 27713
phone 919.861.5000
fax 919.861.5009
www.mcadams.com

CLIENT
STARLIGHT HEIGHTS NORTH CAROLINA LLC
14000 STARLIGHT DRIVE
MAYFIELD, NORTH CAROLINA 27059
PHONE 919.415.7669



**SEPARDS PARK II
PHASE 2B
RECORD DRAWINGS
REVLON, NORTH CAROLINA**

REVISIONS

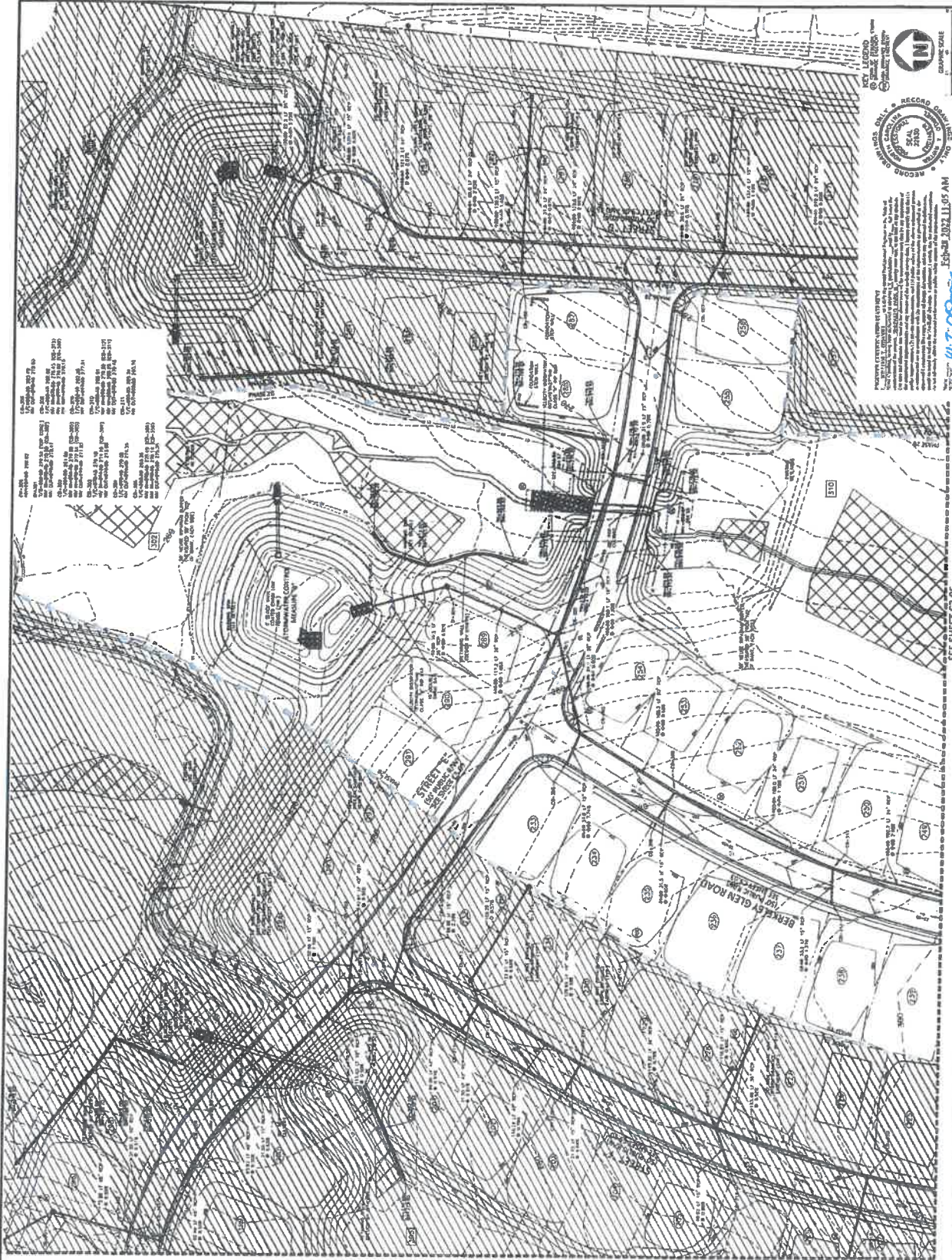
NO. DATE

PLAN INFORMATION

PROJECT: JAH-18008
SUBMIT: JAH18008-01
CHECKED BY: WYO
DRAWN BY: BWV
SCALE: 1"=40'
DATE: 2.24.2023
SHEET

**GRADING AND STORMWATER PLAN
AREA**

C3.03



15-000: SEE SHEET C3.02
16-000: SEE SHEET C3.02
17-000: SEE SHEET C3.02
18-000: SEE SHEET C3.02
19-000: SEE SHEET C3.02
20-000: SEE SHEET C3.02
21-000: SEE SHEET C3.02
22-000: SEE SHEET C3.02
23-000: SEE SHEET C3.02
24-000: SEE SHEET C3.02
25-000: SEE SHEET C3.02
26-000: SEE SHEET C3.02
27-000: SEE SHEET C3.02
28-000: SEE SHEET C3.02
29-000: SEE SHEET C3.02
30-000: SEE SHEET C3.02
31-000: SEE SHEET C3.02
32-000: SEE SHEET C3.02
33-000: SEE SHEET C3.02
34-000: SEE SHEET C3.02
35-000: SEE SHEET C3.02
36-000: SEE SHEET C3.02
37-000: SEE SHEET C3.02
38-000: SEE SHEET C3.02
39-000: SEE SHEET C3.02
40-000: SEE SHEET C3.02
41-000: SEE SHEET C3.02
42-000: SEE SHEET C3.02
43-000: SEE SHEET C3.02
44-000: SEE SHEET C3.02
45-000: SEE SHEET C3.02
46-000: SEE SHEET C3.02
47-000: SEE SHEET C3.02
48-000: SEE SHEET C3.02
49-000: SEE SHEET C3.02
50-000: SEE SHEET C3.02
51-000: SEE SHEET C3.02
52-000: SEE SHEET C3.02
53-000: SEE SHEET C3.02
54-000: SEE SHEET C3.02
55-000: SEE SHEET C3.02
56-000: SEE SHEET C3.02
57-000: SEE SHEET C3.02
58-000: SEE SHEET C3.02
59-000: SEE SHEET C3.02
60-000: SEE SHEET C3.02
61-000: SEE SHEET C3.02
62-000: SEE SHEET C3.02
63-000: SEE SHEET C3.02
64-000: SEE SHEET C3.02
65-000: SEE SHEET C3.02
66-000: SEE SHEET C3.02
67-000: SEE SHEET C3.02
68-000: SEE SHEET C3.02
69-000: SEE SHEET C3.02
70-000: SEE SHEET C3.02
71-000: SEE SHEET C3.02
72-000: SEE SHEET C3.02
73-000: SEE SHEET C3.02
74-000: SEE SHEET C3.02
75-000: SEE SHEET C3.02
76-000: SEE SHEET C3.02
77-000: SEE SHEET C3.02
78-000: SEE SHEET C3.02
79-000: SEE SHEET C3.02
80-000: SEE SHEET C3.02
81-000: SEE SHEET C3.02
82-000: SEE SHEET C3.02
83-000: SEE SHEET C3.02
84-000: SEE SHEET C3.02
85-000: SEE SHEET C3.02
86-000: SEE SHEET C3.02
87-000: SEE SHEET C3.02
88-000: SEE SHEET C3.02
89-000: SEE SHEET C3.02
90-000: SEE SHEET C3.02
91-000: SEE SHEET C3.02
92-000: SEE SHEET C3.02
93-000: SEE SHEET C3.02
94-000: SEE SHEET C3.02
95-000: SEE SHEET C3.02
96-000: SEE SHEET C3.02
97-000: SEE SHEET C3.02
98-000: SEE SHEET C3.02
99-000: SEE SHEET C3.02
100-000: SEE SHEET C3.02



PROJECT: SEPARDS PARK II PHASE 2B
DATE: 02/24/2023 11:05 AM
DRAWN BY: WYO
CHECKED BY: BWV
SCALE: 1"=40'
SHEET: C3.03
SEE SHEET C3.05

SEE SHEET C3.02



Town of Zebulon
 1003 N. ARENDELL AVENUE
 ZEBULON, NC 27597
 (919)823-1806

INVOICE #
22-00353

YOU CAN PAY ONLINE BY CREDIT/DEBIT/ACH:
 WWW.EDMUNDSGOVPAY.COM/ZEBULON
 YOU WILL NEED YOUR ACCOUNT ID AND PIN

ACCOUNT ID: MCADAMS PIN: 333370
 INVOICE DATE: 04/08/22
 DUE DATE: 04/15/22

2905 Meridian Parkway
 Durham, NC 27713

QUANTITY/UNIT	SERVICE ID	DESCRIPTION	UNIT PRICE	AMOUNT
		Phase 2 Closeout <i>PHASE B/C</i>		
66.0000/LOT	PLAT PER	MAJ SUBDIVISION PLAT FEE/LOT Phase 2 Closeout	10.000000	660.00
1811.0000/LF	STORMDRA	Storm Drainage Constr. Inspect Phase 2 Closeout	1.000000	1,811.00
3434.0000/LF	STREETCU	Streets/Curb/Gutter Constr Ins Phase 2 Closeout	2.500000	8,585.00
3092.0000/LF	SIDEWALK	Sidewalk Construction Inspecti Phase 2 Closeout	1.000000	3,092.00
62.0000	TRANSPOR	Transportation Impact Fee Phase 2 Closeout	1,200.540000	74,433.48
62.0000	GREENWAY	Greenway Impact Fee Phase 2 Closeout	3,000.000000	186,000.00
1.0000	MAJORSUB	MAJOR SUBDIVISION FINAL PLAT Phase 2 Closeout	300.000000	300.00
1811.0000/LF	STORMMAP	STORMWATER MAPPING FEES Phase 2 Closeout	1.500000	2,716.50
		TOTAL DUE:		\$ 277,597.98

PAYMENT COUPON - PLEASE DETACH AND RETURN THIS PORTION ALONG WITH YOUR PAYMENT

Town of Zebulon
 1003 N. ARENDELL AVENUE
 ZEBULON, NC 27597
 (919)823-1806

INVOICE #: 22-00353
 DESCRIPTION: Phase 2 Closeout
 ACCOUNT ID: MCADAMS PIN: 333370
 DUE DATE: 04/15/22
 TOTAL DUE: \$ 277,597.98

2905 Meridian Parkway
 Durham, NC 27713



Starlight Homes North Carolina, LLC 1021253 Town of Zebulon - Permits 006825

Invoice Date PO / Invoice No. Project / Lot #

04/08/2022 32-00353 277,597.98

Amount	Holdback/ins	Discount	Net Payment
277,597.98			277,597.98

Total 277,597.98 0.00 0.00 277,597.98

PLEASE DETACH THIS PORTION BEFORE DEPOSITING CHECK

Starlight Homes North Carolina, LLC
 3820 Marcell Road, Suite 400
 Alpharetta, GA 30022

Wells Fargo Controlled Disbursement

006825
 99-156
 531

Date	Amount
04/12/2022	\$*****277,597.98

Pay *****TWO HUNDRED SEVENTY SEVEN THOUSAND FIVE HUNDRED NINETY SEVEN AND 98/100

To the order of: Town of Zebulon - Permits
 1003 N. Arendell Ave
 Zebulon, NC 2997
 United States of America

Starlight Homes North Carolina, LLC
 PER *[Signature]*
 PER *[Signature]*

006825 1021253 TOWN OF ZEBULON - PERMITS



*LEAD
5/16/22*

Notification of Conditional Acceptance

of Water and Wastewater Infrastructure in Raleigh Water Merger Communities
(Garner, Knightdale, Rolesville, Wake Forest, Wendell, Zebulon)

Project Name: SHEPARD'S PARK

Project Phase: 2 - B

Permit Number(s): W- 3699

S- 4608

The City of Raleigh Water Department has completed field inspections and testing on the water and/or wastewater infrastructure associated with the development project/phase referenced above. Installation meets Raleigh Water specifications and the infrastructure is available for use. This preliminary acceptance is conditional on a final review of digital as-built data, project records and other submitted documentation. Formal notification of acceptance is pending and will be provided on successful completion of the conditional review.

Inspector Name: MICHAEL R. FOWLER, SR.

Date: 5 /16/2022

Comments:

FINAL / SIGNED ACCEPTANCE LETTER TO FOLLOW.

Notes on Project Phasing: Acceptance occurs after water and sewer infrastructure in an approved phase is installed, inspected/tested and the required supporting documentation has been received. Phases of construction must extend from and/or connect to existing (or concurrently accepted) infrastructure to be considered for acceptance. Acceptance boundaries are defined by the limits identified in the Raleigh Water approved utility phasing plan(s). Acceptance of unapproved sub-phases and/or partially complete phases will not be considered. Additional information can be found in the Raleigh Water Handbook at www.raleighnc.gov.



LAP
4-18-22
Approved
ZC

Notification of Conditional Acceptance

of Water and Wastewater Infrastructure in Raleigh Water Merger Communities
(Garner, Knightdale, Rolesville, Wake Forest, Wendell, Zebulon)

Project Name: SHEPARD'S PARK

Project Phase: 2 - C

Permit Number(s): W- 3699

S- 4608

The City of Raleigh Water Department has completed field inspections and testing on the water and/or wastewater infrastructure associated with the development project/phase referenced above. Installation meets Raleigh Water specifications and the infrastructure is available for use. This preliminary acceptance is conditional on a final review of digital as-built data, project records and other submitted documentation. Formal notification of acceptance is pending and will be provided on successful completion of the conditional review.

Inspector Name: MICHAEL R. FOWLER, SR.

Date: 4-4-2022

Comments:

FINAL / SIGNED ACCEPTANCE LETTER TO FOLLOW.

Notes on Project Phasing: Acceptance occurs after water and sewer infrastructure in an approved phase is installed, inspected/tested and the required supporting documentation has been received. Phases of construction must extend from and/or connect to existing (or concurrently accepted) infrastructure to be considered for acceptance. Acceptance boundaries are defined by the limits identified in the Raleigh Water approved utility phasing plan(s). Acceptance of unapproved sub-phases and/or partially complete phases will not be considered. Additional information can be found in the Raleigh Water Handbook at www.raleighnc.gov.

RESOLUTION 2022-21
ACCEPTING ROADWAY, AND STORM DRAINAGE
INFRASTRUCTURE FOR SHEPARD'S PARK PHASE 2B & 2C

WHEREAS, Starlight Homes North Carolina, LLC, the developers of Shepard's Park Phase 2B and 2C has requested the Town of Zebulon to assume ownership and maintenance of the roadway, and storm drainage infrastructure within the public right-of-way or public dedicated easements of Shepard's Park, consisting of 3,434 linear feet (LF) of roadway, and 1,811 LF of storm drainage:

- 1045 LF at Berkeley Glen Road
- 193 LF of Frosty Way
- 589 LF of Logan Creek Drive
- 1420 LF Mirror Pond Drive
- 190 LF of Moonlit Place

WHEREAS, the Town of Zebulon has inspected said infrastructure; and

WHEREAS, Shepard Park has completed all punch list tasks; and

WHEREAS, the Town of Zebulon has received all required documentation needed for Dedication and Warranty; and

WHEREAS, the Town of Zebulon has received two Subdivision Bonds from Arch Insurance Company for completion of final asphalt roadway overlay, five-foot sidewalk, access ramps, stormwater pond conversion, greenway, and street signage; and

WHEREAS, the Town of Zebulon may accept an offer of dedication of streets, curb and gutter, and storm drainage by resolution of the Board of Commissioners per the Town of Zebulon Uniform Development Ordinance section 6.4.1 and 6.10.4.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Town of Zebulon accepts dedication of the aforementioned roadway, and storm drainage infrastructure as described in the attached documents effective June 6, 2022.

Adopted this 6th day of June 2022.


Glenn L. York – Mayor

SEAL

Lisa M. Markland, CMC - Town Clerk

STAFF REPORT
ORDINANCE 2022-42
RESOLUTION 2022-13
TA – 2022-5 UTILITY ALLOCATION
AMENDMENT AND POLICY
JUNE 6, 2022

Topic: Ordinance 2022-42 Resolution 2022-13 Text Amendment 2022-05 Utility Allocation

Speaker: Michael J. Clark, AICP, CZO, Planning Director
From: Michael J. Clark, AICP, CZO, Planning Director
Prepared by: Michael J. Clark, AICP, CZO, Planning Director
Approved by:  Joseph M. Moore II, PE, Town Manager

Executive Summary:

The Board of Commissioners will consider text amendments to Chapter 1 of the Unified Development Ordinance (UDO) to require developments to conform to a Utility Allocation Policy.

Background:

This agenda item was removed from the May 2, 2022 Board of Commissioners Meeting agenda.

Through the Water/Sewer merger with the City of Raleigh, the Town has access to a certain amount of water and sewer capacity. The text amendment and accompanying utility allocation policy leverages this capacity to incentivize higher quality developments.

A utility allocation policy provides a list of options for developers to improve the quality of their project. A minimum threshold of improvements is necessary to gain access to the Town's water and sewer capacity. The text amendment provides details on when this policy would be required, and the policy provides specifics on how developers may obtain the necessary points to meet the threshold.

Discussion:

The discussion before the board is whether to approve Ordinance 2022-42 to amend Section 1.5.7 of the UDO and approve Resolution 2022-13 to adopt the proposed Utility Allocation Policy. The Board of Commissioners may take the following actions:

- Approve Text Amendments
- Approval of the Text Amendments and policy with modifications
- Table to date certain pending additional information
- Deny the proposed Text Amendments

Policy Analysis:

The proposed text amendment and policy are tools to achieve the 2030 Strategic Plan's Growing Smart goal, and directly addresses the Comprehensive Land Use Plan's further refined strategy of using utilities as leverage to obtain high quality developments.

STAFF REPORT
ORDINANCE 2022-42
RESOLUTION 2022-13
TA – 2022-5 UTILITY ALLOCATION
AMENDMENT AND POLICY
JUNE 6, 2022

Financial Analysis:

The proposed text amendment and accompanying policy would incentivize high-quality development within the Town. Higher quality development correlates with higher property values (and increased tax revenue), and decreased code and law enforcement costs.

Planning Board Recommendation:

On April 11, 2022, the Planning Board deliberated the proposed policy and made suggested modifications as shown in attachment 2. The Planning Board also voted unanimously to recommend approval of the text amendment to Section 1.5.7 finding that the proposed amendment and accompanying policy are consistent with the 2030 Strategic Plan's Growing Smart goal, and directly addresses the Comprehensive Land Use Plan's further refined strategy of using utilities as leverage to obtain high quality developments.

Staff Recommendation:

Staff recommends approval of the proposed text amendment and utility allocation policy with the approval of Ordinance 2022-42 and Resolution 2022-13.

Attachments:

1. Chapter 1 Text Amendment (Section 1.5.7)
2. Utility Allocation Policy
3. Ordinance 2022-42
4. Resolution 2022-13

ARTICLE 1: GENERAL PROVISIONS

1.6. Adopted Policy Guidance

A change in the ownership or form of ownership of any parcel or structure;

E. CHANGES IN TITLE

The creation or termination of easements, covenants, condominium titles, or other rights in land or development, where no street right-of-way dedication is involved; or

F. EXEMPT DIVISION OF LAND

Any division of land proposed as one of the activities specially listed as excluded from the definition of "subdivision" in [Section 9.4, Definitions](#).

1.5.4. APPLICATION TO GOVERNMENTAL UNITS

To the extent allowed by law, this Ordinance shall apply to any development by Town, county, state, or federal agencies within the Town's planning jurisdiction, and any land, buildings, and structures—including uses thereof—owned or otherwise controlled by such agencies. Where this Ordinance does not control the development of land, buildings, and structures, such agencies are encouraged to meet the provisions of this Ordinance.

1.5.5. EMERGENCY EXEMPTIONS

The Town Manager may, without any otherwise required prior notice or public hearing, authorize Town agencies to deviate from the provisions of this Ordinance during and after an emergency (such as a hurricane or other storm, flooding, chemical spill or leak) when the need to act quickly to secure the public health, safety, or welfare makes it impossible to submit to the normal procedures and requirements of this Ordinance.

1.5.6. MINIMUM REQUIREMENTS

In the application of this Ordinance, all provisions shall be considered as minimum requirements and shall not be deemed to limit or repeal any other powers or authority granted to the Town under the North Carolina General Statutes.

1.5.7. UTILITY ALLOCATION POLICY

In order to preserve and enhance property values, manage its limited water supply as a vital natural resource, promote economic development, and incentivize smart growth practices, the allocation of Zebulon's potable water and sanitary capacity shall adhere to an approved Utility Allocation Policy for the following development processes:

- A. Site Plan for development of non-residential site (new or redevelopment)
- B. Site Plan for residential development consisting of three or more dwellings
- C. Conditional Rezoning requests
- D. Planned Development requests
- E. Special Land Use Requests
- F. Major Subdivision Requests

1.6. ADOPTED POLICY GUIDANCE

1.6.1. POLICY GUIDANCE IDENTIFIED

The administration, enforcement, and amendment of this Ordinance shall be accomplished in accordance with the Town's adopted policy guidance. This includes the Comprehensive Plan and all other Town-adopted policy guidance pertaining to land use and development.

1.6.2. CONFORMANCE

A. ADVISORY

Adopted policy guidance is advisory in nature and does not carry the effect of law. Except as provided in Section 160D-605 of the North Carolina General Statutes, consistency with adopted policy guidance shall not be a requirement for the continuing validity of any provision of this Ordinance.

MUNICIPAL UTILITY ALLOCATION POLICY
Statement of Purpose and Goals

Introduction

Drinking water supplies throughout the greater City of Raleigh distribution system are finite, subject to disruption by drought and/or other calamity and Zebulon’s allocation is contractually limited. The Town staff, the Planning Board, and the Board of Commissioners have given a great deal of thought and study as to the best utilization of this valuable resource to benefit current and future citizens.

The Town of Zebulon’s municipal water and sewer capacity is a valuable resource that must be conserved and apportioned to new development projects that promote the Town’s policy of ensuring a diversified tax base and housing supply. Such an allocation policy will tend to promote diversity of housing available to a wide cross section of citizens of diverse socio-economic backgrounds and promote economic viability and sustainability by providing for retail and other commercial development within the Town of Zebulon.

In order to preserve and enhance property values, manage its limited water supply as a vital natural resource, promote economic development, and incentivize smart growth practices, the allocation of Zebulon’s potable water capacity shall hereafter be in accordance with this policy.

Land Use and the Tax Base

The local government expense of providing fire and police protection, schools, parks, social services, water and sewage systems and other essential public services to residential neighborhoods is generally greater than the ad valorem tax revenue generated by such neighborhoods. On the other hand, the cost of providing services to commercial and industrial development is generally less than the tax revenue accruing to the local government. Having a predominantly residential tax base would require the Town of Zebulon over time to assess a higher tax levy to raise funds to provide essential services or to reduce the level of public services provided. This is one reason among many why local governments including Zebulon strive to achieve a balance of both residential and non-residential growth.

Zebulon’s historical development pattern has fluctuated from being primarily industrial to residential leading to a current tax base of approximately 40% residential and 60% commercial/industrial. The following table shows Zebulon tax base components data over the past five years from the Wake County Tax Administration.¹

Zebulon Tax Base (Past Five Years)

Fiscal Year	Commercial	Residential
2021-2022	60%	40%
2020-2021	65%	35%
2019-2020	72%	28%
2018-2019	73%	27%
2017-2018	71%	29%

¹ “Tax Base Components | Wake County Government,” *Wake County North Carolina*, <https://www.wakegov.com/departments-government/tax-administration/data-files-statistics-and-reports/tax-base-components>

As shown in the table above, the residential tax base has steadily increased proportionally over the past five years. This trend in the tax base data, combined with the vested planned residential development in the coming years, demonstrates the need for the Town to address this shift through policy. The Zebulon Board of Commissioners believes that it is fiscally responsible and otherwise in the public interest to promote and encourage non-residential development in the jurisdiction as an alternative to rapid residential development to keep the ratio between the two development types well balanced. A goal of maintaining a tax base of 60% residential and 40% commercial/industrial is hereby established.

Development Goals for the Full Build-Out of Zebulon

Communities without a wide variety of housing types and styles also put pressure on the Wake County Public School System which remains committed to having students of a wide range of socio-economic backgrounds attend each local school. In addition to the goal of maintaining a balanced tax base, the Town of Zebulon is committed to achieving a balance of housing types within its jurisdiction.

This commitment is consistent with both the Town’s Strategic Plan and Comprehensive Plan. The *Town of Zebulon: Vision 2030 Strategic Plan* lists “Growing Smart” as one of its three focus areas, calling for the planning of appropriate land uses and affordability of the community. The *Grow Zebulon Comprehensive Land Use Plan* identifies six guiding principles for the town. Two of those principles are “Zebulon will be BALANCED” and “Zebulon will be PRUDENT.” A balance should be achieved for the Town’s tax base, its land uses, and its housing types to allow for an affordable community with employment and business opportunities that will help the community prosper. The achievement of balance in Zebulon will contribute to the Town being prudent. As stated previously, a local government’s cost of providing services to commercial properties is generally less than that of residential properties. Having a balanced tax base that is not proportionally over-saturated with residential properties will contribute to keeping the Town financially sound.

Below are three development goals that are integral to the utility allocation policy and the future of the Town. These development goals apply to the entire, future Zebulon jurisdiction including the ETJ, short-range and long-range urban service areas.

GOAL #1: Maintain 60%-40% ratio of residential to non-residential tax values.

<u>Upon Adoption-January 2021</u> 60% Residential - 40% Non-Residential
--

GOAL #2: Residential Housing Percentage Breakdown
SFD|TH|MF – 75%|10%|15% (Note – Duplex counted as MF)

<u>Upon Adoption-January 2021</u> 80.5% 0.5% 19%

GOAL #3: Encourage Mixed Use Development to improve pedestrian connectivity to non-residential activity.

Policy and Procedures

Water Allocation

All existing parcels of real property within the corporate limits of Zebulon, regardless of proposed acreage, shape, or location as of the adoption of this ordinance are entitled to **115 gallons per day** of water allocation to build and sustain a single family or a limited business or commercial use. No additional water allocation will be awarded for proposed development except in accordance with the requirements of this policy.

Wastewater Connection

All projects considered for utility allocation must provide a wastewater system connection with adequate receiving capacity, as determined by the Wake County Health Department and/or City of Raleigh Public Utilities Department and approved by the Town of Zebulon Planning Director.

General Conditions & Requirements

- All proposed projects must be within the existing corporate limits or have filed a valid and complete petition for Voluntary Annexation.
- All proposed projects under consideration must have a complete application submitted for the appropriate Master Plan, Subdivision, Site Plan, Special Use Permit, Conditional Zoning Request, Zoning Compliance Permit, Building Permit, or any other necessary approval.
- All projects are subject to a Utility Allocation or Developer's Agreement approved by the Town's Board of Commissioners. If the Developer/Applicant fails to meet all terms of that agreement the unused allocation will be reclaimed, no new building permits will be issued, and no new connections to the water or wastewater systems will be permitted. Active building permits will have certificates of occupancy held until mitigating measures are agreed to by all parties.
- Projects with proven vested rights upon adoption of this ordinance will be permitted to finish their projects as previously approved.
- Public water may be utilized for irrigation purposes so long as the Primary Use associated with the site has previously gained water allocation through the Town.
- Any third parties who buy land to build upon are bound by the approved Utility Allocation Agreement or Development Agreement for that property. If the agreement is not fulfilled, the above terms and conditions still apply regardless of who owns the land.

Compliance Required

This policy allocates municipal water in gallons per day for new development proposals, master plans, site plans, building plans, and/or structures seeking construction approval. Each phase of a phased development must comply with the terms and development schedule of an approved Utility Allocation Agreement before the next phase can begin or the development risks loss of previously reserved allocation.

Previously dedicated but unused allocation can be reclaimed by the Town's Board of Commissioners for:

- (1) the lack of compliance with any existing Utility Allocation or Developer's Agreement;
- (2) violation of applicable town policy provision, ordinance standard, condition of approval;
- (3) violation of federal or state regulation; or
- (4) other good cause.

Utility Allocation Application Process

Upon receiving a new development proposal requesting water capacity, the Planning Staff shall direct the Developer/Applicant to demonstrate the project's qualifications. A Developer/Applicant shall state on the appropriate application, and stipulate within an approved Utility Allocation Agreement, the use or uses proposed to be built as part of the project along with the construction design and materials. Town action on the request will be deferred until the application is complete and the requested information has been provided.

Proposed projects shall complete the UTILITY ALLOCATION WORKSHEET according to its instructions to determine the total number of points achieved. The Utility Allocation Application package will be reviewed for completeness and compliance by the Technical Review Committee (TRC) in conjunction with the applicable development approval for the subject property (conditional rezoning, planned development, site plan, etc.).

Qualification for water allocation is judged by:

- The level of developer investment
- Anticipated increases in the Town's ad valorem tax base
- Construction and dedication of public infrastructure
- Provision of employment opportunities for Zebulon citizens
- Provisions of diversified housing stock
- Preservation of open space
- Protection of existing tree canopy
- Conservation of existing habitat
- The provision of recreational amenities for current or future Zebulon residents

Projects must be awarded **50 TOTAL POINTS** or more to merit water allocation.

Points are awarded in two categories, **BASE POINTS** and **BONUS POINTS**. **BONUS POINTS** are broken down into four categories.

1. Nonconformity Abatement and Public Infrastructure Improvements
2. Green Development Standards
3. Gateway and Transit Improvements
4. Amenities (Only for Projects with Residential Components)

Unless a project can gain all necessary **BONUS POINTS** from a single improvement identified in the approved list, improvements must be made from at least two of the categories of **BONUS POINTS**.

Expiration of Allocation Award

A developer/applicant who has secured allocation according to this policy and hasn't progressed in construction plan approval, building permit approval, or on-site construction for a period of 12 months will lose the award of allocation without benefit.

Annual Review of Policy & Appeals

This policy shall be reviewed in January of each year and, when appropriate, readjusted by the Town's Board of Commissioners. The Town's overall progress on policy goals will be considered and the multipliers and/or point thresholds readjusted accordingly.

Appeals of any provision of this ordinance shall be decided upon by the Town's Board of Commissioners upon receiving a recommendation from the Planning Board.

BASE POINTS: List of Preferred Land Uses and Required Characteristics:

The uses listed below have been determined to be the most desirable and important uses for the Town of Zebulon to promote and maintain economic and housing diversity. Only projects that completely meet the stated performance characteristics will be considered for utility allocation.

45 Base Points	<p>Business Office/Finance/ Insurance / Professional Services Center - Large Qualifying projects must exceed 100,000 square feet of heated floor space and create at least 150 employment positions that exceed the average annual Wake County salary according to Wake County Economic Development or the Employment Security Commission. Employees perform professional, scientific, and technical services for others. Such services require a high degree of expertise and training and provide high salaried employment opportunities. Examples include software engineering, legal, medical, accounting, consulting, architectural, biomedical, chemical, research and development, and administrative services. Finance or Insurance Centers shall also pool financial risks by underwriting insurance and annuities. Some establishments support employee benefit programs. Examples include bank or credit union headquarters, brokerages, investments, insurance, financing, and data processing establishments.</p>
45 Base Points	<p>Manufacturing/Industrial Employment Center Manufacturing or Industrial establishments in this category exceed 200,000 square feet of floor space located in plants, factories, or mills and employ power-driven machines and materials-handling equipment. They may also employ workers who assemble or create new products by hand, without the characteristic machinery-intensive enterprise. Many manufacturing establishments process products of agriculture, forestry, fishing, mining, or quarrying as well as products of other manufacturing establishments. Most manufacturing establishments have some form of captive services (e.g., research and development, and administrative operations, such as accounting, payroll, or management) in conjunction on-site.</p>
45 Base Points	<p>Governmental Uses/Public Administration This category encompasses centers for all government functions; it includes federal, state, and local government agencies that administer, oversee, and manage public programs and budgets and have executive, legislative, or judicial authority. Establishments develop policy, create laws, adjudicate civil and criminal legal cases, and provide for public safety and national defense.</p>
42 Base Points	<p>Hotels, Motels, or other Accommodation Service Establishments This category serves lodging and short-term accommodations for travelers. They may offer a wide range of services, from overnight sleeping space to full-service hotel suites. They may offer these services in conjunction with other activities, such as entertainment or recreation. Stays in these establishments are generally less than one month. This classification does not include boarding or rooming houses.</p>
40 Base Points	<p>Arts/Entertainment/Museums</p>

	<p>These establishments operate facilities or provide services for a variety of cultural, entertainment, and performing art functions. Establishments include those that produce, promote, or participate in live performances, events, or exhibits intended for public viewing; those that preserve and exhibit objects and sites of historical, cultural, or educational interest; and those that operate facilities or provide services to serve activities associated with the aforementioned.</p>
40 Base Points	<p>Amusement, Sports or Recreational Establishment Establishments in this category operate either indoor or outdoor facilities offering family activities (i.e. sports, recreation, or amusement) and provide services, such as facilitating amusement in places operated by others, operating recreational sports groups and leagues. Examples include golf courses, indoor sports venues, bowling alleys, miniature golf courses, athletic clubs, skating rinks and arcades.</p>
40 Base Points	<p>Mixed Use Development (Transit Oriented) Newly constructed or substantially rehabilitated collection of vertically mixed retail, office and residential uses in multi-story buildings centered within a one-quarter mile radius of an existing rail or bus transit station or the intersection of Horton Street and North Arendell Avenue in Downtown Zebulon. In order to qualify as mixed use, developments must dedicate at least one-third of the total heated square footage to residential use and the remainder to a mix of retail and office uses. All three use types must be represented and at least 10% of the heated square footage must be dedicated to street level, storefront retail uses.</p>
40 Base Points	<p>Mixed Use Development (Urban Infill) Newly constructed or substantially rehabilitated collection of vertically mixed retail, office and residential uses in a multi-story building on a previously developed parcel within the corporate limits. In order to qualify as mixed use, developments must dedicate at least one-third of the total heated square footage to residential use and the remainder to a mix of retail and office uses. All three use types must be represented and at least 10% of the heated square footage must be dedicated to street level, storefront retail uses.</p>
40 Base Points	<p>Mixed Use Development (Greenfield) Newly constructed collection of vertically mixed retail, office and residential uses in a multi-story building or buildings on a previously undeveloped parcel. In order to qualify as mixed use, developments must dedicate at least one-third of the total heated square footage to residential use and the remainder to a mix of retail and office uses. All three use types must be represented and at least 10% of the heated square footage must be dedicated to street level, storefront retail uses.</p>
40 Base Points	<p>Single Family Home (Expedited Subdivision or Recombination) Newly constructed Single Family Homes built upon new lots created via the expedited subdivision (3 or fewer lots) or recombination process.</p>
40 Base Points	<p>Change of Use This category captures renovation, rehabilitation, up-fit or retrofit of existing buildings or portions of buildings that pre-date this policy and require a code</p>

	summary sheet, change in building occupancy, certificate of occupancy, building permit and/or building inspections.
38 Base Points	<p>Housing Services for the Elderly Establishments</p> <p>This category offers housing services for the aged, not requiring a license from the North Carolina Department of Health and Human Services, such as independent retirement housing, multi-unit assisted housing with services (MAHS), and continuing care retirement centers. All facilities must provide, but not necessarily be limited to, the following services/facilities: On-site laundry facilities, on site management, guaranteed transportation services at least four days per week, on-site exercise facilities, on-site computer access, and a clubhouse/common lounge area for all residents.</p>
38 Base Points	<p>Mixture of Use Development (Retail/Office-Institutional/Commercial)</p> <p>Newly constructed collection of horizontally arranged uses including retail, office-institutional and commercial within a master planned project on a previously undeveloped parcel or parcels totaling at least 10 acres. Mixture of use projects must include at least two (2) use types with at least 25% of the space devoted to each use type included in the development.</p>
38 Base Points	<p>Retail/Commercial Center</p> <p>Newly constructed center of at least 50,000 square feet, typically containing an anchor such as a grocery store and other smaller spaces and/or outparcels for subordinate uses. Uses are entirely consumer-driven and include all manner of retail, service and office possibilities.</p>
38 Base Points	<p>Business Office/Finance/ Insurance / Professional Services Center – Medium</p> <p>Qualifying projects must exceed 50,000 square feet of heated floor space and create at least 75 employment positions that exceed the average annual Wake County salary according to Wake County Economic Development or the Employment Security Commission. Employees perform professional, scientific, and technical services for others. Such services require a high degree of expertise and training and provide high salaried employment opportunities. Examples include software engineering, legal, medical, accounting, consulting, architectural, biomedical, chemical, research and development, and administrative services. Finance or Insurance Centers shall also pool financial risks by underwriting insurance and annuities. Some establishments support employee benefit programs. Examples include bank or credit union headquarters, brokerages, investments, insurance, financing, and data processing establishments.</p>
38 Base Points	<p>Warehouse/Distribution/Trucking Center</p> <p>Newly constructed center of at least 500,000 square feet where products and resources are transported to, stored, and delivered from via truck or rail.</p>
30 Base Points	<p>Religious Institutions</p> <p>Any facility such as a church, temple, synagogue, mosque or monastery used for worship by a non-profit organization and their customarily related uses.</p>
38 Base Points	<p>Single Use Retail</p> <p>Newly constructed single use, stand-alone building used primarily for retail.</p>

30 Base Points	Single Use Office Newly constructed single use, stand-alone building used primarily for office and professional.
20 Base Points	All Other Uses Not Categorized This category of use captures all other uses not categorized elsewhere. Allocations for such uses are left to the discretion of the Town's Board of Commissioners upon recommendation of the Planning Board and acted on a case-by-case basis.
15 Base Points	Major Subdivision Any subdivision of land of five (5) or more lots.
15 Base Points	Multi-Family Residential & Condo Units

BONUS POINTS

Proposed projects can gain BONUS POINTS by agreeing to provide any of the following items over and above the UDO or Standard Specification requirements for their development proposal.

NOTE: No bonus points are given for UDO requirements.

CATEGORY 1 – Non-Conformity Abatement and Public Infrastructure Improvements

Section 1A - Abatement of Nonconformities		(Max - 3 points)
	Abatement of any existing non-conforming structures	3
	Abatement of any existing non-conforming use of land	2
	Abatement of any existing non-conforming lots	1
Section 1B - Roadway Infrastructure Not Warranted by TIA/UDO		(Max - 10 points)
	Construction of full cross section of existing off-site public street	5
	Nearby intersection improvements	5
	Traffic signal improvements	4
	Signage or striping improvements	1
Section 1C - Off-Site Public Greenway Improvements		(Max - 10 points)
	Construct more than 4000 linear feet of 10-foot wide path	10
	Construct more than 3000 linear feet of 10-foot wide path	8
	Construct more than 2000 linear feet of 10-foot wide path	6
	Construct more than 1000 linear feet of 10-foot wide path	4
	Construct 500 to 1000 linear feet of 10-foot wide path	2

CATEGORY 2. Green Development Standards/ Building & Site Design

Section 2A - Conservation of Natural Habitat Meeting Active Open Space Requirements as Defined in the UDO		(Max - 10 points)
	One point per acre up to 10 acres	1 - 10
Section 2B - Parking Lots and Stormwater SCM's		(Max - 10 points)
	Structured Parking Facilities - must reduce footprint by 20%	10
	Stormwater - Restored Riparian Buffer	10

	Construct a fountain or other stormwater amenity within the BMP/SCM (as approved by Staff)	4
	Stormwater - Landscaped Green Roof	5
	Stormwater - Underground capture system for on-site irrigation	5
	Stormwater - Bioretention	5
	Stormwater - Wetland	5
	Exclusive use of porous pavement in parking areas where suitable	2
	Provision of on-street public parking (1 point per stall up to 5 Max)	1 - 5
Section 2C - Building/Site Design		(Max - 20 points)
Residential Architectural Standards to include the Building Types:		
	House & Townhouse (respectively)*	10
	Historic Structure Preservation via Deed Restriction (Determined by TRC)	10
	Platinum LEED Certification	10
	Gold LEED Certification	8
	Silver LEED Certification	6
	Redevelopment of previously vacant space over 20,000 square feet	6
	Development or Redevelopment within Downtown Overlay District	6
	Redevelopment of previously vacant space under 20,000 square feet	5
	Neighborhood/Subdivision LEED Certification	5
	Green Homes LEED Certification	5
	Bronze LEED Certification	4
	Exclusive use of xeriscaping techniques and drought tolerant species	3
*Building Types are defined in Article 5 of the Town of Zebulon Unified Development Ordinance.		

CATEGORY 3 – Outdoor Enhancement and Transit Improvements

Section 3A – Outdoor Enhancement		(Max – 10 points)
	Construction of a Parkway Street Section on a Collector level street	5
	Construction or Preservation of Gateway Landscaping or Structure (Subject to Comprehensive Plan Consistency and TRC approval)	5
	Restoration of Historic Structure (Must be approved by TRC)	5
	Outdoor Display of Public Art (Subject to TRC Approval)	4
	Maintenance of Roadside Gateway Plant Bed (requires maintenance agreement)	3
	Enhanced Roadside Landscaping (Subject to TRC Approval)	2
	Construction of a Parkway Street Section on a Local level street	2
Section 3B – Transit (Pursuant to location being adjacent to a planned or active transit route)		(Max - 8 points)
	Provision of more than 50 designated Park & Ride Stalls	8
	Provision of 25 designated Park & Ride Stalls	5
	Provision of 10 designated Park & Ride Stalls	3
	Provision of mass transit easement w/ structure (bus stop with shelter & bench)	2

CATEGORY 4 - Amenities (Only for Projects with Residential Components)

Section 4A - Private Greenway		(Max - 3 points)
	Construction of more than 3000 linear feet private greenway meeting Town of Zebulon standards	3
	Construction of more than 2000 linear feet of private greenway meeting Town of Zebulon standards	2
	Construction of more than 1000 linear feet of private greenway meeting Town of Zebulon standards	1
Section 4B – Pool (Combinations may be approved by TRC)		(Max - 8 points)
	Olympic Pool and Aquatic Center	8
	Junior Olympic Pool	5
	Lap Pool (four lane minimum)	3
	Resort Style Pool	2
	Any Other Pool	1
Section 4C - Outdoor Deck/Patio		(Max - 3 points)
	Deck/Patio - More than 3000 square feet	3
	Deck/Patio - More than 2000 square feet	2
	Deck/Patio - More than 1000 square feet	1
Section 4D - Pool Amenities		(Max - 2 points)
	Jacuzzi/Hot Tub/Whirlpool	2
	Water Playground with apparatus	2
	Sauna/Steam room	2
Section 4E - Clubhouse		(Max - 10 points)
	Commercial Coffee Shop with designated public seating	10
	With full kitchen and over 4000 square feet of meeting space	10
	With full kitchen and less than 4000 square feet of meeting space	9
	Meeting space without kitchen more than 3500 square feet	8
	Meeting space without kitchen 2500 - 3499 square feet	7
	Meeting Space without kitchen 1500 - 2499 square feet	5
	Meeting Space without kitchen less than 1500 square feet	4
	No meeting space, bathrooms and changing rooms only	3
Section 4F - Additional Active Recreation		(Max - 10 points)
	Gymnasium (regulation size indoor basketball court)	10
	Golf Course (18 hole course)	10
	Baseball/Softball Field (regulation size)	5
	Football/Soccer Field (regulation size)	5
	Skate Park	5
	Tennis Courts (two regulation courts, fenced)	5
	Multi-Use Hardcourt (two regulation basketball courts, fenced)	5
	Pickleball Court (three regulation courts, fenced)	5
	Pocket Park – 8,000 square feet	5
	IPEMA Certified Playground Equipment	4
	Lighted Field of Play for nighttime use	3
	Electronic Scoreboard or Covered Dugouts or Bleachers	3

ORDINANCE 2022-42

ARTICLE 1: GENERAL PROVISIONS

1.6. Adopted Policy Guidance

.....

To the extent allowed by law, this Ordinance shall apply to any development by Town, county, state, or federal agencies within the Town's planning jurisdiction, and any land, buildings, and structures—including uses thereof—owned or otherwise controlled by such agencies. Where this Ordinance does not control the development of land, buildings, and structures, such agencies are encouraged to meet the provisions of this Ordinance.

1.5.5. EMERGENCY EXEMPTIONS

The Town Manager may, without any otherwise required prior notice or public hearing, authorize Town agencies to deviate from the provisions of this Ordinance during and after an emergency (such as a hurricane or other storm, flooding, chemical spill or leak) when the need to act quickly to secure the public health, safety, or welfare makes it impossible to submit to the normal procedures and requirements of this Ordinance.

1.5.6. MINIMUM REQUIREMENTS

In the application of this Ordinance, all provisions shall be considered as minimum requirements and shall not be deemed to limit or repeal any other powers or authority granted to the Town under the North Carolina General Statutes.

1.5.7. UTILITY ALLOCATION POLICY

In order to preserve and enhance property values, manage its limited water supply as a vital natural resource, promote economic development, and incentivize smart growth practices, the allocation of Zebulon's potable water and sanitary capacity shall adhere to an approved Utility Allocation Policy for the following development processes:

- A. Site Plan for development of non-residential site (new or redevelopment)
- B. Site Plan for residential development consisting of three or more dwellings
- C. Conditional Rezoning requests
- D. Planned Development requests
- E. Special Land Use Requests
- F. Major Subdivision Requests

.....

Adopted this the 6th day of June 2022

Glenn L. York - Mayor

SEAL

Lisa M. Markland, CMC - Town Clerk

RESOLUTION 2022 - 13

MUNICIPAL UTILITY ALLOCATION POLICY

Statement of Purpose and Goals

Introduction

Drinking water supplies throughout the greater City of Raleigh distribution system are finite, subject to disruption by drought and/or other calamity and Zebulon's allocation is contractually limited. The Town staff, the Planning Board, and the Board of Commissioners have given a great deal of thought and study as to the best utilization of this valuable resource to benefit current and future citizens.

The Town of Zebulon's municipal water and sewer capacity is a valuable resource that must be conserved and apportioned to new development projects that promote the Town's policy of ensuring a diversified tax base and housing supply. Such an allocation policy will tend to promote diversity of housing available to a wide cross section of citizens of diverse socio-economic backgrounds and promote economic viability and sustainability by providing for retail and other commercial development within the Town of Zebulon.

In order to preserve and enhance property values, manage its limited water supply as a vital natural resource, promote economic development, and incentivize smart growth practices, the allocation of Zebulon's potable water capacity shall hereafter be in accordance with this policy.

Land Use and the Tax Base

The local government expense of providing fire and police protection, schools, parks, social services, water and sewage systems and other essential public services to residential neighborhoods is generally greater than the ad valorem tax revenue generated by such neighborhoods. On the other hand, the cost of providing services to commercial and industrial development is generally less than the tax revenue accruing to the local government. Having a predominantly residential tax base would require the Town of Zebulon over time to assess a higher tax levy to raise funds to provide essential services or to reduce the level of public services provided. This is one reason among many why local governments including Zebulon strive to achieve a balance of both residential and non-residential growth.

Zebulon's historical development pattern has fluctuated from being primarily industrial to residential leading to a current tax base of approximately 40% residential and 60% commercial/industrial. The following table shows Zebulon tax base components data over the past five years from the Wake County Tax Administration.¹

Zebulon Tax Base (Past Five Years)

Fiscal Year	Commercial	Residential
2021-2022	60%	40%
2020-2021	65%	35%
2019-2020	72%	28%
2018-2019	73%	27%
2017-2018	71%	29%

¹ "Tax Base Components | Wake County Government," *Wake County North Carolina*, <https://www.wakegov.com/departments-government/tax-administration/data-files-statistics-and-reports/tax-base-components>

As shown in the table above, the residential tax base has steadily increased proportionally over the past five years. This trend in the tax base data, combined with the vested planned residential development in the coming years, demonstrates the need for the Town to address this shift through policy. The Zebulon Board of Commissioners believes that it is fiscally responsible and otherwise in the public interest to promote and encourage non-residential development in the jurisdiction as an alternative to rapid residential development to keep the ratio between the two development types well balanced. A goal of maintaining a tax base of 60% residential and 40% commercial/industrial is hereby established.

Development Goals for the Full Build-Out of Zebulon

Communities without a wide variety of housing types and styles also put pressure on the Wake County Public School System which remains committed to having students of a wide range of socio-economic backgrounds attend each local school. In addition to the goal of maintaining a balanced tax base, the Town of Zebulon is committed to achieving a balance of housing types within its jurisdiction.

This commitment is consistent with both the Town’s Strategic Plan and Comprehensive Plan. The *Town of Zebulon: Vision 2030 Strategic Plan* lists “Growing Smart” as one of its three focus areas, calling for the planning of appropriate land uses and affordability of the community. The *Grow Zebulon Comprehensive Land Use Plan* identifies six guiding principles for the town. Two of those principles are “Zebulon will be BALANCED” and “Zebulon will be PRUDENT.” A balance should be achieved for the Town’s tax base, its land uses, and its housing types to allow for an affordable community with employment and business opportunities that will help the community prosper. The achievement of balance in Zebulon will contribute to the Town being prudent. As stated previously, a local government’s cost of providing services to commercial properties is generally less than that of residential properties. Having a balanced tax base that is not proportionally over-saturated with residential properties will contribute to keeping the Town financially sound.

Below are three development goals that are integral to the utility allocation policy and the future of the Town. These development goals apply to the entire, future Zebulon jurisdiction including the ETJ, short-range and long-range urban service areas.

GOAL #1: Maintain 60%-40% ratio of residential to non-residential tax values.

<u>Upon Adoption-January 2021</u> 60% Residential - 40% Non-Residential
--

GOAL #2: Residential Housing Percentage Breakdown
SFD|TH|MF – 75%|10%|15% (Note – Duplex counted as MF)

<u>Upon Adoption-January 2021</u> 80.5% 0.5% 19%

GOAL #3: Encourage Mixed Use Development to improve pedestrian connectivity to non-residential activity.

Policy and Procedures

Water Allocation

All existing parcels of real property within the corporate limits of Zebulon, regardless of proposed acreage, shape, or location as of the adoption of this ordinance are entitled to **115 gallons per day** of water allocation to build and sustain a single family or a limited business or commercial use. No additional water allocation will be awarded for proposed development except in accordance with the requirements of this policy.

Wastewater Connection

All projects considered for utility allocation must provide a wastewater system connection with adequate receiving capacity, as determined by the Wake County Health Department and/or City of Raleigh Public Utilities Department and approved by the Town of Zebulon Planning Director.

General Conditions & Requirements

- All proposed projects must be within the existing corporate limits or have filed a valid and complete petition for Voluntary Annexation.
- All proposed projects under consideration must have a complete application submitted for the appropriate Master Plan, Subdivision, Site Plan, Special Use Permit, Conditional Zoning Request, Zoning Compliance Permit, Building Permit, or any other necessary approval.
- All projects are subject to a Utility Allocation or Developer's Agreement approved by the Town's Board of Commissioners. If the Developer/Applicant fails to meet all terms of that agreement the unused allocation will be reclaimed, no new building permits will be issued, and no new connections to the water or wastewater systems will be permitted. Active building permits will have certificates of occupancy held until mitigating measures are agreed to by all parties.
- Projects with proven vested rights upon adoption of this ordinance will be permitted to finish their projects as previously approved.
- Public water may be utilized for irrigation purposes so long as the Primary Use associated with the site has previously gained water allocation through the Town.
- Any third parties who buy land to build upon are bound by the approved Utility Allocation Agreement or Development Agreement for that property. If the agreement is not fulfilled, the above terms and conditions still apply regardless of who owns the land.

Compliance Required

This policy allocates municipal water in gallons per day for new development proposals, master plans, site plans, building plans, and/or structures seeking construction approval. Each phase of a phased development must comply with the terms and development schedule of an approved Utility Allocation Agreement before the next phase can begin or the development risks loss of previously reserved allocation.

Previously dedicated but unused allocation can be reclaimed by the Town's Board of Commissioners for:

- (1) the lack of compliance with any existing Utility Allocation or Developer's Agreement;
- (2) violation of applicable town policy provision, ordinance standard, condition of approval;
- (3) violation of federal or state regulation; or
- (4) other good cause.

Utility Allocation Application Process

Upon receiving a new development proposal requesting water capacity, the Planning Staff shall direct the Developer/Applicant to demonstrate the project's qualifications. A Developer/Applicant shall state on the appropriate application, and stipulate within an approved Utility Allocation Agreement, the use or uses proposed to be built as part of the project along with the construction design and materials. Town action on the request will be deferred until the application is complete and the requested information has been provided.

Proposed projects shall complete the UTILITY ALLOCATION WORKSHEET according to its instructions to determine the total number of points achieved. The Utility Allocation Application package will be reviewed for completeness and compliance by the Technical Review Committee (TRC) in conjunction with the applicable development approval for the subject property (conditional rezoning, planned development, site plan, etc.).

Qualification for water allocation is judged by:

- The level of developer investment
- Anticipated increases in the Town's ad valorem tax base
- Construction and dedication of public infrastructure
- Provision of employment opportunities for Zebulon citizens
- Provisions of diversified housing stock
- Preservation of open space
- Protection of existing tree canopy
- Conservation of existing habitat
- The provision of recreational amenities for current or future Zebulon residents

Projects must be awarded **50 TOTAL POINTS** or more to merit water allocation.

Points are awarded in two categories, **BASE POINTS** and **BONUS POINTS**. **BONUS POINTS** are broken down into four categories.

1. Nonconformity Abatement and Public Infrastructure Improvements
2. Green Development Standards
3. Gateway and Transit Improvements
4. Amenities (Only for Projects with Residential Components)

Unless a project can gain all necessary **BONUS POINTS** from a single improvement identified in the approved list, improvements must be made from at least two of the categories of **BONUS POINTS**.

Expiration of Allocation Award

A developer/applicant who has secured allocation according to this policy and hasn't progressed in construction plan approval, building permit approval, or on-site construction for a period of 12 months will lose the award of allocation without benefit.

Annual Review of Policy & Appeals

This policy shall be reviewed in January of each year and, when appropriate, readjusted by the Town's Board of Commissioners. The Town's overall progress on policy goals will be considered and the multipliers and/or point thresholds readjusted accordingly.

Appeals of any provision of this ordinance shall be decided upon by the Town's Board of Commissioners upon receiving a recommendation from the Planning Board.

BASE POINTS: List of Preferred Land Uses and Required Characteristics:

The uses listed below have been determined to be the most desirable and important uses for the Town of Zebulon to promote and maintain economic and housing diversity. Only projects that completely meet the stated performance characteristics will be considered for utility allocation.

45 Base Points	Business Office/Finance/ Insurance / Professional Services Center - Large Qualifying projects must exceed 100,000 square feet of heated floor space and create at least 150 employment positions that exceed the average annual Wake County salary according to Wake County Economic Development or the Employment Security Commission. Employees perform professional, scientific, and technical services for others. Such services require a high degree of expertise and training and provide high salaried employment opportunities. Examples include software engineering, legal, medical, accounting, consulting, architectural, biomedical, chemical, research and development, and administrative services. Finance or Insurance Centers shall also pool financial risks by underwriting insurance and annuities. Some establishments support employee benefit programs. Examples include bank or credit union headquarters, brokerages, investments, insurance, financing, and data processing establishments.
45 Base Points	Manufacturing/Industrial Employment Center Manufacturing or Industrial establishments in this category exceed 200,000 square feet of floor space located in plants, factories, or mills and employ power-driven machines and materials-handling equipment. They may also employ workers who assemble or create new products by hand, without the characteristic machinery-intensive enterprise. Many manufacturing establishments process products of agriculture, forestry, fishing, mining, or quarrying as well as products of other manufacturing establishments. Most manufacturing establishments have some form of captive services (e.g., research and development, and administrative operations, such as accounting, payroll, or management) in conjunction on-site.
45 Base Points	Governmental Uses/Public Administration This category encompasses centers for all government functions; it includes federal, state, and local government agencies that administer, oversee, and manage public programs and budgets and have executive, legislative, or judicial authority. Establishments develop policy, create laws, adjudicate civil and criminal legal cases, and provide for public safety and national defense.
42 Base Points	Hotels, Motels, or other Accommodation Service Establishments This category serves lodging and short-term accommodations for travelers. They may offer a wide range of services, from overnight sleeping space to full-service hotel suites. They may offer these services in conjunction with other activities, such as entertainment or recreation. Stays in these establishments are generally less than one month. This classification does not include boarding or rooming houses.

40 Base Points	<p>Arts/Entertainment/Museums These establishments operate facilities or provide services for a variety of cultural, entertainment, and performing art functions. Establishments include those that produce, promote, or participate in live performances, events, or exhibits intended for public viewing; those that preserve and exhibit objects and sites of historical, cultural, or educational interest; and those that operate facilities or provide services to serve activities associated with the aforementioned.</p>
40 Base Points	<p>Amusement, Sports or Recreational Establishment Establishments in this category operate either indoor or outdoor facilities offering family activities (i.e. sports, recreation, or amusement) and provide services, such as facilitating amusement in places operated by others, operating recreational sports groups and leagues. Examples include golf courses, indoor sports venues, bowling alleys, miniature golf courses, athletic clubs, skating rinks and arcades.</p>
40 Base Points	<p>Mixed Use Development (Transit Oriented) Newly constructed or substantially rehabilitated collection of vertically mixed retail, office and residential uses in multi-story buildings centered within a one-quarter mile radius of an existing rail or bus transit station or the intersection of Horton Street and North Arendell Avenue in Downtown Zebulon. In order to qualify as mixed use, developments must dedicate at least one-third of the total heated square footage to residential use and the remainder to a mix of retail and office uses. All three use types must be represented and at least 10% of the heated square footage must be dedicated to street level, storefront retail uses.</p>
40 Base Points	<p>Mixed Use Development (Urban Infill) Newly constructed or substantially rehabilitated collection of vertically mixed retail, office and residential uses in a multi-story building on a previously developed parcel within the corporate limits. In order to qualify as mixed use, developments must dedicate at least one-third of the total heated square footage to residential use and the remainder to a mix of retail and office uses. All three use types must be represented and at least 10% of the heated square footage must be dedicated to street level, storefront retail uses.</p>
40 Base Points	<p>Mixed Use Development (Greenfield) Newly constructed collection of vertically mixed retail, office and residential uses in a multi-story building or buildings on a previously undeveloped parcel. In order to qualify as mixed use, developments must dedicate at least one-third of the total heated square footage to residential use and the remainder to a mix of retail and office uses. All three use types must be represented and at least 10% of the heated square footage must be dedicated to street level, storefront retail uses.</p>
40 Base Points	<p>Single Family Home (Expedited Subdivision or Recombination) Newly constructed Single Family Homes built upon new lots created via the expedited subdivision (3 or fewer lots) or recombination process.</p>

40 Base Points	<p>Change of Use This category captures renovation, rehabilitation, up-fit or retrofit of existing buildings or portions of buildings that pre-date this policy and require a code summary sheet, change in building occupancy, certificate of occupancy, building permit and/or building inspections.</p>
38 Base Points	<p>Housing Services for the Elderly Establishments This category offers housing services for the aged, not requiring a license from the North Carolina Department of Health and Human Services, such as independent retirement housing, multi-unit assisted housing with services (MAHS), and continuing care retirement centers. All facilities must provide, but not necessarily be limited to, the following services/facilities: On-site laundry facilities, on site management, guaranteed transportation services at least four days per week, on-site exercise facilities, on-site computer access, and a clubhouse/common lounge area for all residents.</p>
38 Base Points	<p>Mixture of Use Development (Retail/Office-Institutional/Commercial) Newly constructed collection of horizontally arranged uses including retail, office-institutional and commercial within a master planned project on a previously undeveloped parcel or parcels totaling at least 10 acres. Mixture of use projects must include at least two (2) use types with at least 25% of the space devoted to each use type included in the development.</p>
38 Base Points	<p>Retail/Commercial Center Newly constructed center of at least 50,000 square feet, typically containing an anchor such as a grocery store and other smaller spaces and/or outparcels for subordinate uses. Uses are entirely consumer-driven and include all manner of retail, service and office possibilities.</p>
38 Base Points	<p>Business Office/Finance/ Insurance / Professional Services Center – Medium Qualifying projects must exceed 50,000 square feet of heated floor space and create at least 75 employment positions that exceed the average annual Wake County salary according to Wake County Economic Development or the Employment Security Commission. Employees perform professional, scientific, and technical services for others. Such services require a high degree of expertise and training and provide high salaried employment opportunities. Examples include software engineering, legal, medical, accounting, consulting, architectural, biomedical, chemical, research and development, and administrative services. Finance or Insurance Centers shall also pool financial risks by underwriting insurance and annuities. Some establishments support employee benefit programs. Examples include bank or credit union headquarters, brokerages, investments, insurance, financing, and data processing establishments.</p>
38 Base Points	<p>Warehouse/Distribution/Trucking Center Newly constructed center of at least 500,000 square feet where products and resources are transported to, stored, and delivered from via truck or rail.</p>

30 Base Points	Religious Institutions Any facility such as a church, temple, synagogue, mosque or monastery used for worship by a non-profit organization and their customarily related uses.
38 Base Points	Single Use Retail Newly constructed single use, stand-alone building used primarily for retail.
30 Base Points	Single Use Office Newly constructed single use, stand-alone building used primarily for office and professional.
20 Base Points	All Other Uses Not Categorized This category of use captures all other uses not categorized elsewhere. Allocations for such uses are left to the discretion of the Town's Board of Commissioners upon recommendation of the Planning Board and acted on a case-by-case basis.
15 Base Points	Major Subdivision Any subdivision of land of five (5) or more lots.
15 Base Points	Multi-Family Residential & Condo Units

BONUS POINTS

Proposed projects can gain BONUS POINTS by agreeing to provide any of the following items over and above the UDO or Standard Specification requirements for their development proposal.

NOTE: No bonus points are given for UDO requirements.

CATEGORY 1 – Non-Conformity Abatement and Public Infrastructure Improvements

Section 1A - Abatement of Nonconformities		(Max - 3 points)
	Abatement of any existing non-conforming structures	3
	Abatement of any existing non-conforming use of land	2
	Abatement of any existing non-conforming lots	1
Section 1B - Roadway Infrastructure Not Warranted by TIA/UDO		(Max - 10 points)
	Construction of full cross section of existing off-site public street	5
	Nearby intersection improvements	5
	Traffic signal improvements	4
	Signage or striping improvements	1
Section 1C - Off-Site Public Greenway Improvements		(Max - 10 points)
	Construct more than 4000 linear feet of 10-foot wide path	10
	Construct more than 3000 linear feet of 10-foot wide path	8
	Construct more than 2000 linear feet of 10-foot wide path	6
	Construct more than 1000 linear feet of 10-foot wide path	4
	Construct 500 to 1000 linear feet of 10-foot wide path	2

CATEGORY 2. Green Development Standards/ Building & Site Design

Section 2A - Conservation of Natural Habitat Meeting Active Open Space Requirements as Defined in the UDO		(Max - 10 points)
	One point per acre up to 10 acres	1 - 10
Section 2B - Parking Lots and Stormwater SCM's		(Max – 10 points)
	Structured Parking Facilities - must reduce footprint by 20%	10
	Stormwater - Restored Riparian Buffer	10
	Construct a fountain or other stormwater amenity within the BMP/SCM (as approved by Staff)	4
	Stormwater - Landscaped Green Roof	5
	Stormwater - Underground capture system for on-site irrigation	5
	Stormwater - Bioretention	5
	Stormwater - Wetland	5
	Exclusive use of porous pavement in parking areas where suitable	2
	Provision of on-street public parking (1 point per stall up to 5 Max)	1 - 5
Section 2C - Building/Site Design		(Max - 20 points)
Residential Architectural Standards to include the Building Types:		
	House & Townhouse (respectively)*	10
	Historic Structure Preservation via Deed Restriction (Determined by TRC)	10
	Platinum LEED Certification	10
	Gold LEED Certification	8
	Silver LEED Certification	6
	Redevelopment of previously vacant space over 20,000 square feet	6
	Development or Redevelopment within Downtown Overlay District	6
	Redevelopment of previously vacant space under 20,000 square feet	5
	Neighborhood/Subdivision LEED Certification	5
	Green Homes LEED Certification	5
	Bronze LEED Certification	4
	Exclusive use of xeriscaping techniques and drought tolerant species	3
*Building Types are defined in Article 5 of the Town of Zebulon Unified Development Ordinance.		

CATEGORY 3 – Outdoor Enhancement and Transit Improvements

Section 3A – Outdoor Enhancement		(Max – 10 points)
	Construction of a Parkway Street Section on a Collector level street	5
	Construction or Preservation of Gateway Landscaping or Structure (Subject to Comprehensive Plan Consistency and TRC approval)	5
	Restoration of Historic Structure (Must be approved by TRC)	5
	Outdoor Display of Public Art (Subject to TRC Approval)	4
	Maintenance of Roadside Gateway Plant Bed (requires maintenance agreement)	3
	Enhanced Roadside Landscaping (Subject to TRC Approval)	2
	Construction of a Parkway Street Section on a Local level street	2

Section 3B – Transit (Pursuant to location being adjacent to a planned or active transit route)		(Max - 8 points)
	Provision of more than 50 designated Park & Ride Stalls	8
	Provision of 25 designated Park & Ride Stalls	5
	Provision of 10 designated Park & Ride Stalls	3
	Provision of mass transit easement w/ structure (bus stop with shelter & bench)	2

CATEGORY 4 - Amenities (Only for Projects with Residential Components)

Section 4A - Private Greenway		(Max - 3 points)
	Construction of more than 3000 linear feet private greenway meeting Town of Zebulon standards	3
	Construction of more than 2000 linear feet of private greenway meeting Town of Zebulon standards	2
	Construction of more than 1000 linear feet of private greenway meeting Town of Zebulon standards	1
Section 4B – Pool (Combinations may be approved by TRC)		(Max - 8 points)
	Olympic Pool and Aquatic Center	8
	Junior Olympic Pool	5
	Lap Pool (four lane minimum)	3
	Resort Style Pool	2
	Any Other Pool	1
Section 4C - Outdoor Deck/Patio		(Max - 3 points)
	Deck/Patio - More than 3000 square feet	3
	Deck/Patio - More than 2000 square feet	2
	Deck/Patio - More than 1000 square feet	1
Section 4D - Pool Amenities		(Max - 2 points)
	Jacuzzi/Hot Tub/Whirlpool	2
	Water Playground with apparatus	2
	Sauna/Steam room	2
Section 4E - Clubhouse		(Max - 10 points)
	Commercial Coffee Shop with designated public seating	10
	With full kitchen and over 4000 square feet of meeting space	10
	With full kitchen and less than 4000 square feet of meeting space	9
	Meeting space without kitchen more than 3500 square feet	8
	Meeting space without kitchen 2500 - 3499 square feet	7
	Meeting Space without kitchen 1500 - 2499 square feet	5
	Meeting Space without kitchen less than 1500 square feet	4
	No meeting space, bathrooms and changing rooms only	3
Section 4F - Additional Active Recreation		(Max - 10 points)
	Gymnasium (regulation size indoor basketball court)	10
	Golf Course (18 hole course)	10
	Baseball/Softball Field (regulation size)	5
	Football/Soccer Field (regulation size)	5
	Skate Park	5
	Tennis Courts (two regulation courts, fenced)	5
	Multi-Use Hardcourt (two regulation basketball courts, fenced)	5

	Pickleball Court (three regulation courts, fenced)	5
	Pocket Park – 8,000 square feet	5
	IPEMA Certified Playground Equipment	4
	Lighted Field of Play for nighttime use	3
	Electronic Scoreboard or Covered Dugouts or Bleachers	3

Adopted this the 6th day of June 2022

Glenn L. York – Mayor

SEAL

Lisa M. Markland, CMC – Town Clerk

STAFF REPORT
ORDINANCE 2022-39
TEXT AMENDMENT 130.01
ALCOHOL REGULATIONS
JUNE 6, 2022

Topic: Ordinance 2022-39 Text Amendment UDO §130.01 – Alcohol Regulations

Speaker: Michael J. Clark, AICP, CZO, Planning Director
Jacqui Boykin, Police Chief

From: Michael J. Clark, AICP, CZO, Planning Director
Jacqui Boykin, Police Chief

Prepared by: Michael J. Clark, AICP, CZO, Planning Director
Jacqui Boykin, Police Chief

Approved by:  Joseph M. Moore II, PE, Town Manager

Executive Summary:

The Board of Commissioners will consider amendments to Section 130.01 of the Town's Code of Ordinances.

Background:

This agenda item was removed from the May 2, 2022 Board of Commissioners Meeting agenda.

Chapter 130 of the Town's Code of Ordinances provides general law regulations pertaining to Offenses Against Property. This section provides regulation on situations involving alcohol consumption, damage of physical property, trespassing, smoking, and graffiti. Section 130.01 specifically restricts consumption or possession of open alcoholic beverages in any location other than private, non-town owned, property, with a limited list of exceptions.

The draft regulations to Section 130.01 would allow for the consumption of alcohol on public sidewalks or other public areas immediately adjacent to a property that has a valid ABC permit. These regulations do not establish a social district or allow for the transportation of open alcoholic beverages from one location to another. At the April 4, 2022 Public Hearing, several members of the public including business owners, property owners, and other interested parties spoke in support of allowing consumption of alcoholic beverages in public spaces. Two speakers indicated that the proposed regulations did not go far enough and encouraged a social district be explored and that the approval of the regulations as drafted be a first step towards that goal.

An electronic survey was conducted regarding this item. When asked if they support the statement "Patrons should be able to consume alcoholic beverages in public areas adjacent to an establishment" 54% strongly agreed, 29% agreed, 4% were indifferent and only 10% disagreed or strongly disagreed. The filtered results specific to the 27597 Zip Code were consistent with the overall survey results.

STAFF REPORT
ORDINANCE 2022-39
TEXT AMENDMENT 130.01
ALCOHOL REGULATIONS
JUNE 6, 2022

Discussion:

The Board's discussion centers around the consumption of alcoholic beverages outside of the property lines of permitted businesses within the Downtown Overlay District. The Board of Commissioners may take the following actions:

- Approve the Text Amendments presented
- Approve modified Text Amendments
- Table the matter to a date certain to acquire additional information
- Deny the proposed Text Amendments

Policy Analysis:

The 2030 Strategic Plan calls for a Vibrant Downtown and the most visual element of this is to have pedestrian activity on the sidewalks and public spaces. The Comprehensive Land Use Plan notes the Town should "Activate alleys and other underutilized spots as vibrant outdoor spaces to support Downtown businesses and provide more ways to access and enjoy Downtown destinations."

Financial Analysis:

Enforcing current regulations requires additional staffing to patrol downtown establishments. The cost to enforce during peak times requires approximately \$37,000 in overtime pay. An additional officer dedicated to Downtown would cost \$115,000 for salary, uniforms, and equipment. Design, production, and installation of regulatory signs throughout the Downtown Overlay District costs approximately \$2,100. Current regulations may disincentivize building investment and increase code enforcement actions against vacant and aging buildings.

The amendments will help incentivize investment into the vacant and older building stock located downtown. Allowing retailers to expand seating capacity outside of their property will offset some of the substantial costs borne from restoring the structural integrity of these buildings and making them compliant with current fire and access codes. The improved properties both increase the property tax revenue they generate, and create the retail spaces and vibrancy that result in increased sales tax revenues generated throughout the Downtown Overlay District.

Staff Recommendation:

Staff recommends approval of Ordinance 2022-39 and adoption of the amendments to Section 130.01 of the Zebulon Code of Ordinances.

Attachments:

1. Staff Report April 4, 2022
2. Proposed Language 130.01
3. Survey Results
4. Filtered Survey Results (27597 Zip Code)
5. Ordinance 2022-39

STAFF REPORT
TEXT AMENDMENT 130.01
ALCOHOL REGULATIONS
APRIL 4, 2022

Topic: Public Hearing, 130.01 Text Amendment

Speaker: Michael J. Clark, AICP, CZO, Planning Director
Jacqui Boykin, Police Chief
From: Michael J. Clark, AICP, CZO, Planning Director
Jacqui Boykin, Police Chief
Prepared by: Michael J. Clark, AICP, CZO, Planning Director
Jacqui Boykin, Police Chief
Approved by: Joseph M. Moore II, PE, Town Manager

Executive Summary:

The Board of Commissioners will consider amendments to Section 130.01 of the Town's Code of Ordinances.

Background:

Apart from exceptions granted for designated areas or events, the Town restricts the consumption or possession of open alcoholic beverages to private property (§130.01). In light of emerging dining trends downtown and in other communities, as well as more permissive authority recently granted by State statutes, Staff reviewed the Town's regulations and found them much more restrictive than other communities in Wake County and the surrounding area. Other ordinances permit consumption of beverages on public sidewalks, or similar public areas, adjacent to establishments that currently serve alcohol.

An electronic survey was conducted to test the Town's current ordinance versus a more permissive ordinance. The survey registered 30% who strongly disagreed, and 29% who disagreed, with restricting consumption to private property per the Town's current ordinance. The survey further registered 54% who strongly agreed, and 29% who agreed, with a more permissive ordinance.

Similar to the current regulations permitting sidewalk displays (§99.06) and the consumption of food and non-alcoholic beverages on sidewalks or areas "intended for public use" (UDO: §4.3.5), the attached regulations permit the consumption of alcohol on public sidewalks or other public areas immediately adjacent to a property that has a valid ABC permit. The drafted regulations do not establish a social district or allow for the transportation of open alcoholic beverages from one location to another.

Information:

The Public Hearing is an opportunity to hear public comment on the drafted changes to the "Consumption of Alcoholic Beverages on Town Property" ordinance (§130.01).

Policy Analysis:

The 2030 Strategic Plan calls for a Vibrant Downtown and the most visual representation of this goal is pedestrian, commercial, and social activity on the sidewalks. The Comprehensive Land Use Plan notes that the Town should "Activate alleys and other

STAFF REPORT
TEXT AMENDMENT 130.01
ALCOHOL REGULATIONS
APRIL 4, 2022

underutilized spots as vibrant outdoor spaces to support Downtown businesses and provide more ways to access and enjoy Downtown destinations.”

Financial Analysis:

Operationally, the current regulations will require additional staff and other resources to enforce their compliance. The expectation of patrons and businesses, particularly influenced by COVID-related social distancing requirements, is to dine outside, weather permitting, with alcoholic beverages in adjacent proximity to establishments with ABC licenses. Given this expectation of patrons and businesses, Police will continue the *educate, warn, cite* strategy, coupled with an aggressive marketing and communications plan, on rules and regulations that will appear counter-intuitive. The enforcement and communication of the current ordinance is expected to have an additional impact on reinvestments of new businesses into older buildings within the Downtown Overlay District, resulting in additional code enforcement cases, decreased property values, and the loss of sales tax revenue from these, and ancillary, businesses.

If approved, the draft regulations maintain the Town’s competitiveness in attracting small restaurants, resulting in reducing the number of vacant buildings and the associated costs of code enforcement, while increasing property values and sales activity and their respective property and sales tax revenue. The draft regulations represent a logical expectation on the boundaries associated with alcohol consumption, and existing Police tactics focused on educating the community about the rules related to public consumption in and around alcohol establishments is not expected to increase.

Staff Recommendation:

Staff Recommends conducting a public hearing on this subject with the potential to deliberate and take action at a future Board of Commissioners Meeting.

Attachments:

1. Draft Language 130.01
2. Survey Results (As of 3/28/2022)

§ 130.01 CONSUMPTION OF ALCOHOLIC BEVERAGES ON TOWN PROPERTY.

(A) It shall be unlawful to consume alcoholic beverages on public streets or on property owned, occupied, or controlled by the ~~town~~[Town, unless as authorized below.](#)

(B) It shall be unlawful to possess an open container of alcoholic beverages on public streets or on property owned, occupied, or controlled by the ~~town~~[Town, unless as authorized blow.](#)

(C) The provisions of this section shall not apply to the following locations and/or events, upon obtaining a valid ABC permit:

(1) ~~Restaurants, private lounges, designated~~[Designated](#) areas at Five County Stadium, or receptions in areas designated by the Town of Zebulon.

(2) Receptions, fundraising events, or other events and activities designated by the Town Manager or designee.

(3) Permits as approved by the Chief of Police.

(4) Events on public streets, alleys, or parking lots within the town which are temporarily closed to regular traffic for special events as permitted by the Town of Zebulon.

[\(5\) Public sidewalks and other public areas immediately adjacent to establishments with an approved ABC Permit, but not to include on-street parking areas, crosswalks, or travel lanes without prior authorization by the Town of Zebulon.](#)

(D) For purposes of this section, an OPEN CONTAINER means a container whose seal has been broken or a container other than the manufacturer's unopened original container.

(E) ALCOHOLIC BEVERAGES includes intoxicating liquor, malt beverages, wine (fortified or unfortified) shall be as defined in G.S. Ch. 18B.

(F) Effective July 1, 2012, violation of this § 130.01 shall subject the offender to civil penalties of not more than \$50. Pursuant to G.S. § 160A-175, all criminal penalties for these violations as set out in G.S. § 14-4 are hereby removed. Civil penalties may be recovered by the town in a civil action in the nature of the debt.

(1985 Code, § 130.01) (Ord. 2010-05, passed 7-6-2009; Ord. 2013-01, passed 7-18-2012)

Statutory reference:

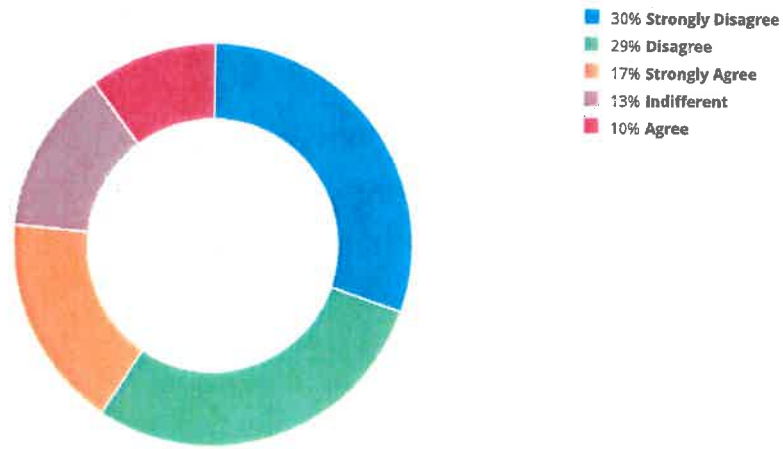
Drinking on public property, see G.S. § 18B-301, [§ 18B-904.1](#) [§ 160A-205.4](#)

Beverages in Public Areas in Downtown Zebulon

Project Engagement

VIEWS	PARTICIPANTS	RESPONSES	COMMENTS
1,088	642	2,185	218

The consumption of alcoholic beverages should only occur inside a building or on private property.



630 respondents

In order to compete with nearby towns and communities, we will need to change our way of thinking on this issue.

3 days ago

I agree it should be consumed inside the establishment, but also outside on the sidewalk (if the business has an outside dining area)

3 days ago

It should be a decision of the business

4 days ago

I am assuming private property means the outdoor areas owned by the restaurant.

4 days ago

Sidewalk and alley service please!

5 days ago

Many towns and cities allow sidewalk service within guidelines. Outdoor dining, including alcohol beverages adds an ambiance and attractiveness to downtown that will draw visitors and perhaps more renovations to existing buildings.

5 days ago

I think alcohol should be consumed in a building and not on public property due to issues that it may cause in public spaces.

5 days ago

Customers should be able to enjoy a beverage in common areas relaxing in a chair at a table in the middle of downtown if they please as part of a way to be more inviting for more people to come hang out downtown.

5 days ago

Definitely agree that alcoholic beverages should be allowed on the Business's property.

5 days ago

Adults should be able to take a drink outside, and in a public location.

5 days ago

In designated areas

5 days ago

I think this is a liability to other property owners neighboring and the town to allow alcohol to be consumed in public.

5 days ago

Agree.

8 days ago

Can this town offer something besides an alcoholic facility??

8 days ago

It promotes growth and revenue

8 days ago

I started coming to Zebulon for the ORD opening. Now there is Mythic Brewing. Hoping that more restaurants are to follow. It would be great if they were all integrated, like all the businesses were working together. "Controlled" alcohol consumption would help bring that together.
Next a food court (Small business incubator)

8 days ago

It is ok for establishments to have an outdoor section, but they should not be using the sidewalks. Also, smoking should not be allowed on the sidewalks.

9 days ago

I think allowing a small outdoor section outside of the building would be acceptable, too

10 days ago

With the town developing downtown the way they do with alley restoration and curb appeal grants you'd think they would allow businesses to serve customers in these adjacent areas. Not keep customers confined to a building when they have other areas planned for serving. When establishments host food trucks etc customers shouldn't be constrained to enjoying alcohol only on premises.

10 days ago

It's outrageous this town becomes more and more filled with bars while we have nothing for our teens to enjoy

11 days ago

Unless there is a special event, a festival, a street fair, or the like with designated areas where alcohol consumption would be limited to designated areas, I feel where you buy the alcohol drink is where you drink the alcohol drink.

11 days ago

inside patio privet property great

11 days ago

I strongly agree unless a special event is happening.

11 days ago

All through town

11 days ago

Patio tables outside should be able to serve alcohol. This would include the alley way beside The Fall Line and the front and rear of building.

11 days ago

But outdoor on property should be allowed.

11 days ago

I think we should have more shops & restaurants downtown. We already have variety bars & Valentine's shop.

11 days ago

I am not familiar with that scenario and it's effects. We sure don't want to see any drunkenness in public. That would bother me.

11 days ago

Need something that sets Zebulon apart from other towns in Wake County. What will attract folks from other towns to visit and spend \$\$\$ in Zebulon.

11 days ago

I think during certain times it should be allowed outside of buildings.

11 days ago

I believe there should be certain outside areas that allow for this. It creates a spirit of community and also helps police to use resources in better ways than issuing citations to people who stray 1 foot off from the establishment's perimeter. We need Zebulon to have a vibrant downtown!

12 days ago

Perhaps there could eventually be a annual "crawl" type event where restaurants or breweries could participate but other times it can be inviting trouble if some people can't be responsible adults with liquor/beer consumption.

12 days ago

Needs to be allowed in outdoor spaces within say 50 feet of the building and on sidewalk area if establishment has open bar area with seating without special use permits

12 days ago

Be responsible. Wouldn't that be nice.

12 days ago

This town is not large enough/laid out correctly to warrant or need a social district. It's not Raleigh or Durham and doesn't have anywhere you can go INSTEAD downtown/ in the commerce area if you don't want to be in the social/drinking district. If people need to drink outdoors, make it easier for restaurants/bars to have outdoor seating that is considered their own, even if it has to be closer to the sidewalk.

12 days ago

12 days ago

Why do we need intoxicated people outside setting an example for tfour kids.

12 days ago

If they are over 21 they should be able to consume it anywhere

12 days ago

You should be able to drink a beverage outside

12 days ago

Closed container with a straw. Stamp or bracelet limits 2 drinks

12 days ago

I think outside patios and street areas in front of an establishment that serves alcohol should be allowed to have patrons consume responsibly

12 days ago

Plastic cups to go.

12 days ago

Do not like how this question is worded. Inside a building and private property can be two different areas.

12 days ago

You should Be able to drink outside especially if you are on the restaurant property

12 days ago

The city need changes especially with the grow in our city

12 days ago

I'm a controlled area

12 days ago

If the restaurant or bar has outdoor sitting or game area then people should be allowed to have their drink there also. Most people like to sit outside and enjoy the sun and a nice drink.

12 days ago

This rule limits the number of patrons to occupancy limits. Now that retail and restaurants have had to adjust to pandemic issues, moving patrons outside, especially in nice weather, increases the number of people that can be served, as well as increases the revenue taken in by these establishments. This, in turn, increases tax revenue for the town. Win-win!

12 days ago

It's 2022! Get with it Zeb! We need fresh air and to LIVE!

12 days ago

Allowing for alcoholic beverages to be consumed outside building lets patrons walk the sidewalks, window shopping, having a few sips while walking to a restaurant nearby, or sitting in the community areas. I'm not sure of liabilities, but many other places do this.

12 days ago

Hey New Orleans does it.

12 days ago

Should be able to dine and drink outside the establishment

12 days ago

If they are standing outside the establishment just hanging out with friends or eating I don't see an issue. But if they outside being abnoxious or getting loud y disturbing the neighboring business then it's an issue.

12 days ago

Have an area where it is allowed. With so many adult beverage businesses in the downtown area it would be great to allow for co- mingling

12 days ago

What kind of language is going to be written into the ordinance? Only beverages purchased downtown in bars or will it include "all" business that sell alcoholic beverages, such as gas stations and grocery/drug stores? You have three gas stations within walking distance, Walgreens and Compare is soon to open, as well as possible alcohol being brought in on person.. A casual drink is one thing ~ intoxication is another. Already bottles,cups,and glasses are being left on sidewalk benches and curving.

12 days ago

Not in favor of just walking around drinking, but in designated areas within vicinity of establishment would be good. Nice to be outside.

12 days ago

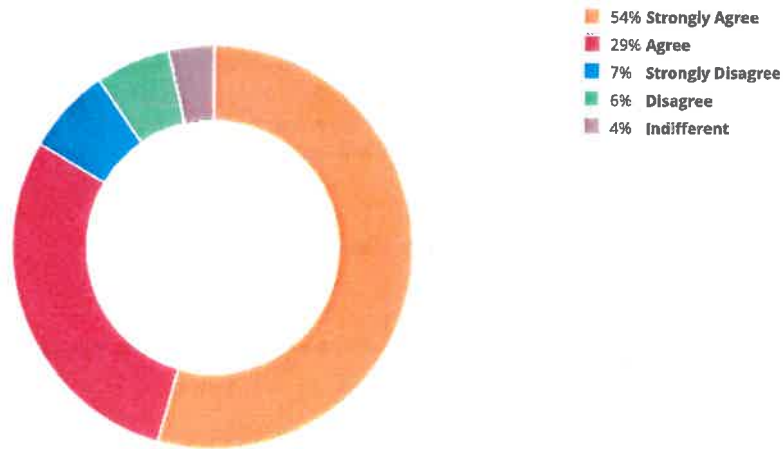
With limited space inside of some of these restaurants/businesses, consumption needs to occur. The line between the Fall Line and the "park" for example is very tight and the way it is designed appears to be one open space. Being able to use open space may drive more businesses and customers downtown. I would definitely attend a sip and shop event if that were an option.

12 days ago

If the outside has a patio or designated outdoor area, They should be allowed

12 days ago

Patrons should be able to consume alcoholic beverages in the public areas adjacent to an establishment.



609 respondents

More and more, family-oriented environments are becoming popular. Families enjoy time outdoors with the adults having an alcoholic beverage while kids play games and a dog enjoys being part of the experience.

3 days ago

If the business has an outdoor dining area & serves alcohol, yes you should be able to consume alcohol in the outside area (ex: The Fall Line). However, that being said, downtown does not need to "taken over" by every business having an outdoor dining area solely for the intent of alcohol consumption. We already have enough distilleries/bars & areas downtown for outdoor dining. We do not need to clutter up downtown to the point that people can't walk around or drive through. Plus we need to ensure there is room to allow downtown businesses to expand & be able to add parking space if needed. Or to add new buildings if needed.

3 days ago

From the photo I take it to mean should we allow outdoor sidewalk seating at restaurants and bars? I'm okay with that if there is enough space. Currently, I do not think our sidewalks are wide enough to accommodate this. Brandon has an ideal set up at the distillery with the covered outdoor seating.

4 days ago

If the tables and chairs are part of the establishment and the alcoholic beverages were purchased from the establishment, I think they should be allowed outdoors. But if the public property is a bench provided by the city, I do not think they should be allowed. In other words, I do not think you should allow people to purchase an alcoholic beverage and walk around downtown.

4 days ago

I agree as long as there is seating beside of the establishment. No alcohol on the streets and sidewalks.

5 days ago

YESSSSS!!!!!!

5 days ago

See my comments to the first question

5 days ago

I fully agree with this.

5 days ago

We should be able to enjoy the outdoors around a restaurant or bar with an adult beverage.

5 days ago

I think the only time you can serve alcohol on the sidewalk should be at a restaurant that also is required to serve a full food menu. Not a bar with a food truck.

No one wants to pay the money to upfit these buildings to a restaurant. Its way easier to make it a bar. If they want to keep it a bar they must service there product inside there facility. I think the fall line is a awesome idea but in a horrible location for the town. I was very surprised this passed. I like Mike and think a lot of him and don't fault him for what he is doing. Most families that would really spend more money don't want to be hanging out with the drunks on the sidewalk downtown. Its not going to take much to lose the charm of zebulon and way harder to get it back.

5 days ago

the photos help a lot in discerning the meaning. thank you

5 days ago

As long as the establishment can police this area and keep them clean I feel these areas can be used by neighboring businesses.

9 days ago

The road through downtown is very busy. The last thing we need are drunks wondering the streets legally!

10 days ago

If the business agrees to it, only then should it be allowed

10 days ago

Many good opportunities for businesses to serve customers alcohol without hindering public walkways and spaces.

10 days ago

This has a potential for areas like the butterfly alley and The Fall Line, but I'm not sure where else this would be appropriate where it wouldn't have the potential to disrupt another business or public area.

10 days ago

It could get touchy if someone gets drunk it too tipsy.

11 days ago

Just let fall line drink in the park already their consumers don't know the difference.

11 days ago

very necessary especially as covid makes inside more challenging

12 days ago

Outside seating is fine as long as it stays confined to establishment

12 days ago

People are not responsible. Especially going adults who have just started drinking. Who will remove them if they are loud and obnoxious or dangerous because they're drifting around, and therefore a server or bartender is also not keeping up with their drinks from one place? Much more likely to overserve. I want to be able to walk around town even if I'm not drinking and still have fun, and that rarely happens in zones like this. Encouraging and allowing/enabling (through easier zoning and restrictions) restaurants to have their own outdoor seating where they can serve their own drinks is a better idea. There is not enough to do in this town socially and recreationally that this won't become the go to activity. I drink, but don't feel the need to try to party outside in public, which in a place like this is likely to be the outcome.

12 days ago

Agree if it is outdoor seating for an establishment- the question is too vague. I would not agree with someone supplying their own alcohol and hanging out in front of a store.

12 days ago

On special days like a parade, allow for closed containers with a straw and limit to 2- regulate by wearing a bracelet or stamp

12 days ago

A town of friendly people no longer be if alcohol is allowed to freely be.

12 days ago

If the person is being good and just enjoying friends, chatting and a drink I don't see a problem

12 days ago

I feel the "butterfly area" with the red tables are now part of the Fall Line I wouldn't feel comfortable getting a pizza with my kids and sitting at those red tables to hang out anymore.

12 days ago

Of course, they should! Allowing this brings more activity and patronage to downtown businesses. This is a positive all around. Making downtown more social is key to bringing it back to life. We are so lucky that we have retailers and restaurant/bar owners that WANT to establish a presence downtown. We need to embrace the growth and optimize the opportunities this offers the town.

12 days ago

Absolutely! No good reasons not. What's gonna happen on a slab of sidewalk different from steps inside a door? Silly question.

12 days ago

Responsible behavior and limitations.

12 days ago

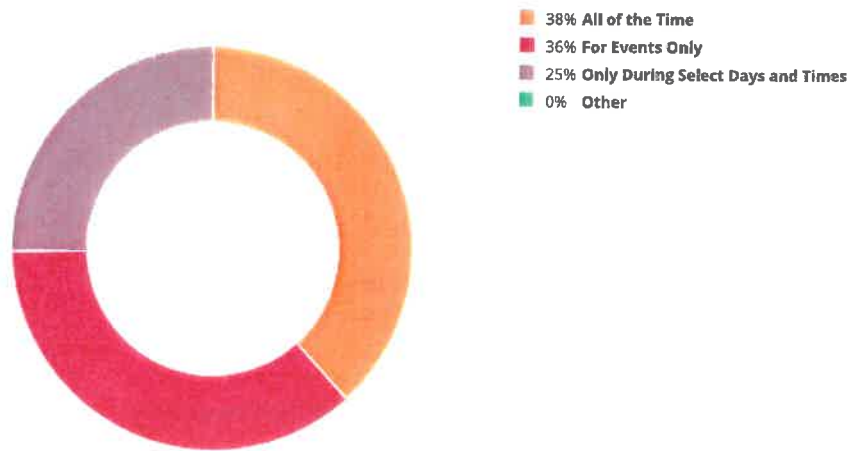
Only exception is if there is a festival or street fair and then contain the ability to consume alcohol to a restricted area.

12 days ago

With street parking, blind spots and inebriated people.....opportunity for getting injured by vehicles

12 days ago

Alcohol Should Be Consumed Anywhere in Downtown Zebulon



550 respondents

no alcohol should be permitted in sidewalks...it becomes a nuisance for those trying to get thru town. But inside or on their adjacent property. perfect!

3 days ago

I would suggest events AND certain times of the day.

3 days ago

My opinion is it's OK for alcohol consumption to happen inside the business that is serving alcohol (ie: distillery, bar, wine shop, restaurant), or on the sidewalk directly outside/adjacent to the business serving it (like the alley beside The Fall Line). There is no need to be able to consume alcohol publicly on all the streets downtown & inside retail shops (ie: clothing boutique, bakery, plant shop, etc.) unless there is a special event downtown where alcohol is approved/allowed (ie: festival, music concert, farmers market).

I feel that alcohol consumption should be limited to certain areas & certain events. We already have plenty of breweries/bars downtown. We need to start attracting Non Fast Food restaurants, more retail shops & places where families can go with their kids (entertainment complex ie: movie theater, bowling alley, arcade, updating our Parks)

3 days ago

Poll Questions 'Other' Responses:

Never

3 days ago

None

3 days ago

I'm not really sure what you're asking. If you're asking if we should be able to walk around with drinks in hand at any time, I say only if the streets are blocked off for outdoor festival with food trucks, live music ,etc.

4 days ago

For Events Only AND IN DESIGNATED AREAS ONLY

4 days ago

For events only AND in designated areas ONLY.

4 days ago

People should not be allowed to walk around downtown Zebulon with an alcoholic beverage.

4 days ago

None of the time in public areas!

4 days ago

None of the time!

4 days ago

My main issue with all the new business' coming to downtown Zebulon is:
Where is everyone going to park? We already have an issue with parking!!!

5 days ago

sensible times of course... would like to grab a beer and stroll around with it

5 days ago

The question is very vague. Consumption should be within the guidelines of sidewalk service.

5 days ago

I LIVE IN SURROUNDING AREAS AND DO NOT WISH ALCOHOL TO BE CONSUMED OUTSIDE OF RESTAURANTS. I REGULARLY PICK UP EMPTY BEER CANS AND BOTTLES OF ALCOHOL IN MY YARD AND ALONG STREET AND THIS WILL ONLY WORSEN THE SITUATION.

5 days ago

NEVER OUTSIDE OF PRIVATE RESTAURANTS I LIVE IN THE AREA AND DO NOT WANT ALCOHOL IN ADJACENT AREAS.

5 days ago

This is the hardest challenge to make it where people can enjoy it but not take advantage. You'll have those people late at night that will want to cause trouble but honestly that's anywhere if you have alcohol or not. I think if people want to have a drink outside of a shop that offers a chair and enjoy the drink with a slice of pizza or socialize with friends while having a drink there shouldn't be stipulations on it. I think it should be welcome. Some small towns are very open to this in other areas. Crime is going to happen no matter what anyway so we shouldn't let alcohol make the decision.

5 days ago

Alcohol should only be sold and consumed in permitted restaurants, bars and authorized public areas.

5 days ago

or during select times/ at restaurants or businesses

5 days ago

I feel this is a slippery slope for the town. This is mostly a family suburb not downtown Raleigh. We need restaurant to attract long term customers and a wide audience. I can tell you most people don't want to go downtown and have to listen to drunks yelling and the problems to naturally come with this. This should not be the progress the town should be pushing for. People that are interested in drinking on sidewalks and walking around drinking are not going to be the paying customers that will support downtown in the long run.

5 days ago

Assuming that there are wrist bands provided for those who consume alcohol to prove legal age requirements and extra law enforcement presence

5 days ago

No! Only at place that is licensed to sell alcohol.

8 days ago

NO! Only at place licensed to sell alcohol.

8 days ago

Start with events to work out the issues. Add more trash cans in the designated area.

8 days ago

Only within the confines of any establishment with current ABC permits.

8 days ago

Alcohol should be consumed ONLY within businesses with the proper ABC permits. Downtown Zebulon is becoming known as drunktown with the excessive amounts of bars/drinking establishments per capita. We're the Town of Friendly People, NOT the Town of Boisterous and Sloppy Drunks!

8 days ago

Any day after 2 PM

8 days ago

For downtown events when an area is roped off with Law Enforcement present I feel the community can enjoy the event and walk freely with beverages.

9 days ago

Anytime

9 days ago

Only on the property of the seller

10 days ago

Never just anywhere. Only on the proper of the selling establishment

10 days ago

Anywhere in food service bar areas

10 days ago

Anywhere in food service/bar areas

10 days ago

Directly in front of an establishment or adjacent with the applicable permits.

10 days ago

Only events, it would get out of hand otherwise

10 days ago

I think in certain instances this would be a good thing to have being we have multiple ABC establishments downtown. I do think having designated times would be something that should be implemented as you don't want people using that as an excuse to loiter and drink at all hours of the night etc. How much leverage do commissioners have in this issue? Seems like it's been a big concern for at least one of our newer commissioners I'd love to know what makes them so against it. SB?

10 days ago

When I first read about social districts, I initially thought, "yay! what a great idea – we can freely do our knitting with wine out and about downtown." But then I really thought about it and realized an action like this really serves very little purpose to the greater good while also placing a greater and unnecessary burden on our already overburdened town resources.

We all want the family friendly, vibrant downtown our town officials continually speak of and that's the direction the downtown seems to be going. I ask the town officials if alcohol were to be permitted on all of the streets of our downtown, where does the additional trash, an ever-present alcohol aroma, and increase in general alcohol-inspired tomfoolery all sure to come fit into a family friendly vibrant downtown image?

I watch the town meetings. In a recent one, Chief Boykin stated majority of the time the department currently has only 2 officers patrolling the entire town. I also see online where Public Works seems to be unable to fill vacancies. With these two departments currently lacking the personnel resources to adequately tend to our growing and bustling little town, how could the town find the resources to monitor and patrol this new initiative?

In all honesty, if this vague survey is to truly assess the public's stance on public drinking and is indicative of the type of lackadaisical approach the town would take in implementing and monitoring this initiative, it's all extremely disappointing and a recipe for disaster. A quick-fix, band-aide solution to attract downtown visitors and boost the economy cannot be eliminated with minimal effort and it is not beneficial for the health of the town's future. If the town believes the only way the masses can enjoy their downtown is by allowing town-wide imbibing, I have to question how devoted the officials are to the long-term overall success of the town and request the officials do better.

Thanks for reading.

10 days ago

Never – even special events still should be contained within certain restricted areas for a multitude of reasons, not "anywhere in downtown Zebulon."

10 days ago

Hopefully to be similar to Savannah

10 days ago

Only at establishments serving alcohol. Not people just wondering around town drinking alcohol

11 days ago

No alcohol outside of building where sold

11 days ago

Solo dentro de los edificios en cualquier area del centro de Zebulon

11 days ago

Solo dentro de los edificios

11 days ago

And special events

11 days ago

I think this could include specific town events. I don't think for any event that someplace may host alcohol should be consumed all around down town. But if there is a large town event I think that is fine.

11 days ago

Never.

11 days ago

Off premise alcohol possession is rarely enforced in the first place so you might as well legalize it.

11 days ago

No

11 days ago

Never!

11 days ago

Never

11 days ago

None outside of establishment

11 days ago

It should be 7 days a week from noon to 10:00 PM.

11 days ago

Alcohol should only be consumed in licensed establishments. ZPD has enough to worry about w/o unruly, inebriated patrons.

11 days ago

Only in licensed establishments

11 days ago

N/A

11 days ago

If there is an event, it should be allowed in the event areas. It should be allowed in front of establishments during their normal business hours.

11 days ago

Would need to be closely monitored so none of these events turn into an unfortunate event.

11 days ago

And monitored. Don't want any tipsy or drunk folks walking off the curb into oncoming traffic...OR trying to drive down there.

11 days ago

Only in a cup, NO BOTTLES ALLOWED past establishment.

11 days ago

Not at all

11 days ago

Disagree

11 days ago

This rule should also only apply for alcoholic beverages that are bought at local establishments. You should not be able to buy alcohol from a gas station and walk up and drink on the side of the street.

11 days ago

I feel that it could be nice during events such as bar crawl. But I feel times should be limited to weekends only starting after 6 pm on Friday and not to go past 12am Monday morning.

11 days ago

Unfortunately, the community page and comments have shown that there are a lot of individuals that don't respect rules or appropriate behaviors. I don't think we should encourage drunk strolling in Zebulon. I think allowing it on certain days would be too confusing for some whereas events make sense.

12 days ago

Drinking is a choice not "your right"

12 days ago

No

12 days ago

Never

12 days ago

Never.

12 days ago

And only with an increased police presence on this event days.

12 days ago

Never

12 days ago

Yes

12 days ago

In venues/ on venues property.

12 days ago

None of the time

12 days ago

Not "anywhere" - only in front of the establishments where it is served.

12 days ago

With all of the development going on in and around Zebulon, it's way past time for the city to begin figuring out this and other things that will accommodate the rapid growth we are experiencing. We need to get ahead of this growth in ways that I fear few in charge have considered.

12 days ago

Plastic cups to go

12 days ago

Never

12 days ago

No

12 days ago

I just do not think 'having a traveller' is necessary at all to help brand and build character. I'm all for having a drink at an establishment, and we already have more than enough (5) downtown. Plenty of capacity without having to walk with one down the sidewalk.

12 days ago

Only inside buildings

12 days ago

Friday nights

12 days ago

What would prevent someone drinking alcohol not purchased from downtown merchants

12 days ago

Only inside of the building serving it!

12 days ago

Inside or outside a restaurant only. Not all over town

12 days ago

Not outside any time, any where. Only at establishment or outside the establishment

12 days ago

Never

12 days ago

At the business

12 days ago

Fri after 6pm, Sat all day

12 days ago

None of the time

12 days ago

Only in establishments

12 days ago

Let people roam all over Zebulon with alcohol?! That is just plain irresponsible. Shame on whoever put this survey together.

12 days ago

Never. What a stupid, dangerous idea

12 days ago

During Bussiness

12 days ago

We need to do what we can to support businesses in downtown. The town can't turn its back on businesses anymore.

12 days ago

During events and/or weekends until reasonable time(l.e 11pm)

12 days ago

Never

12 days ago

We don't need drunk folks wandering around town, we need to keep it family friendly.

12 days ago

No, don't need drunks wandering around town, we need it to be family friendly

12 days ago

I feel the "butterfly area" with the red table is now part of the Fall Line I wouldn't feel comfortable getting a pizza with my kids and sitting at those red tables to hang out anymore.

12 days ago

I have no problem with anyone enjoying a good beverage while enjoying an evening out in Zebulon. However; it seems like the ONLY establishments going in downtown are just bars.. Like, no bar and grills, no restaurants, nothing of real substance that would really make one interested in going downtown. With that said, I feel like there is going to be a lot more police issues with the open containers on the streets... No where to actually GO to, just wandering with open containers of alcohol.... Zebulon can do much better than this...

12 days ago

See below comment

12 days ago

Designated areas defined by alcohol serving businesses- during their business hours

12 days ago

Designated areas defined by alcohol serving businesses

12 days ago

Specific areas designated by the alcohol serving businesses

12 days ago

Adjacent areas only

12 days ago

12 days ago

Not in public only at the establishment provided.

12 days ago

Only in establish or in outdoor seating of the establishment

12 days ago

Only allow when local downtown bars/breweries are open/operating. And no byob allowed.

12 days ago

I think Thurs - Sun would be best. On weekend nights Fri and Sat it could be from 3p-11p or something reasonable

12 days ago

Depends what do you mean down town.

12 days ago

Never

12 days ago

Keep it inside only. Lived there my whole life and can't believe all the alcohol in downtown. Disgusting

12 days ago

Not a good idea unless you are going to at least double the police.

12 days ago

As long as they are not bothering other people I don't see an issue with it

12 days ago

With the exception it has to be alcohol purchased in the downtown establishments. Can't go in Walgreens and walk around with a 12 pack.

12 days ago

The city will become liable for anything that happens on their property! We do not need to encourage people walking around and drinking. Keep things family friendly!

12 days ago

Never

12 days ago

Downtown Zebulon is not just for adults... children, teens, and many who don't wish to have to be exposed to the potential risks have a right to enjoy downtown also. This has a thin line to walk...

12 days ago

Keep night life at night where more drunk drivers are so Zebulon can nab them better

12 days ago

For events AND select days and times

12 days ago

For events and during certain days/times.

12 days ago

Zebulon also needs to get some Uber drivers with the opening of the new establishments for those that would like a safe ride home

12 days ago

No. Never all over downtown.

12 days ago

No never

12 days ago

No. Never.

12 days ago

Never

12 days ago

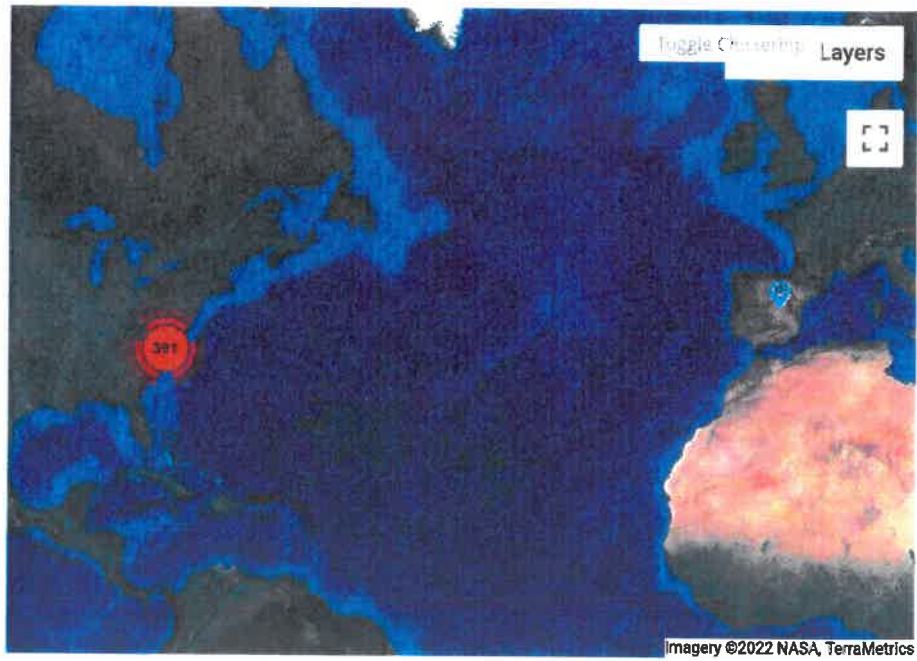
This is a poorly created survey. More thought should have gone into the wording.

12 days ago

For events only during certain days and times.

12 days ago

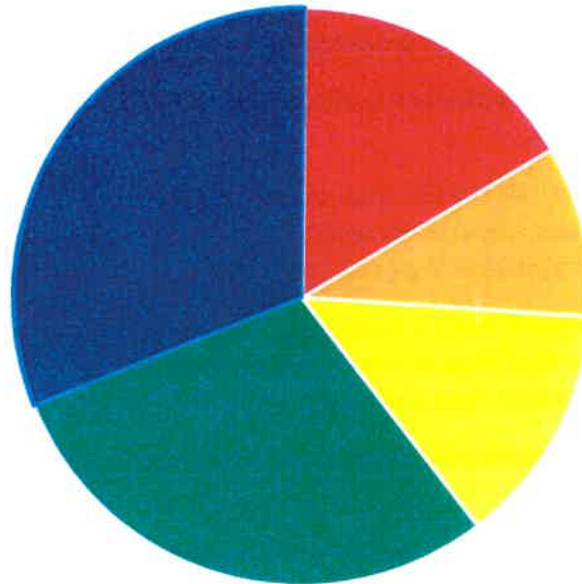
What is your Zip Code



Section 130.01 Amendment: Attachment 3

Results from 27597 Zip Code Only:

The consumption of alcoholic beverages should only occur inside a building or on private property.



- Strongly Agree
- Agree
- Indifferent
- Disagree
- Strongly Disagree

Comments:

Adults should be able to take a drink outside, and in a public location.

Allowing for alcoholic beverages to be consumed outside building lets patrons walk the sidewalks, window shopping, having a few sips while walking to a restaurant nearby, or sitting in the community areas. I'm not sure of liabilities, but many other places do this.

Be responsible. Wouldn't that be nice.

Can this town offer something besides an alcoholic facility??

Closed container with a straw. Stamp or bracelet limits 2 drinks

Customers should be able to enjoy a beverage in common areas relaxing in a chair at a table in the middle of downtown if they please as part of a way to be more inviting for more people to come hang out downtown.

Section 130.01 Amendment: Attachment 3

Definitely agree that alcoholic beverages should be allowed on the Business's property.

Do not like how this question is worded. Inside a building and private property can be two different areas.

Have an area where it is allowed. With so many adult beverage businesses in the downtown area it would be great to allow for co- mingling

I am assuming private property means the outdoor areas owned by the restaurant.

I am not familiar with that scenario and it's effects. We sure don't want to see any drunkenness in public. That would bother me.

I believe there should be certain outside areas that allow for this. It creates a spirit of community and also helps police to use resources in better ways than issuing citations to people who stray 1 foot off from the establishment's perimeter. We need Zebulon to have a vibrant downtown!

I strongly agree unless a special event is happening. ; Unless there is a special event, a festival, a street fair, or the like with designated areas where alcohol consumption would be limited to designated areas, I feel where you buy the alcohol drink is where you drink the alcohol drink.

I think alcohol should be consumed in a building and not on public property due to issues that it may cause in public spaces.

I think allowing a small outdoor section outside of the building would be acceptable, too

I think during certain times it should be allowed outside of buildings.

I think we should have more shops & restaurants downtown. We already have variety bars & Valentine's shop.

If the outside has a patio or designated outdoor area, They should be allowed

If the restaurant or bar has outdoor sitting or game area then people should be allowed to have their drink there also. Most people like to sit outside and enjoy the sun and a nice drink.

If they are standing outside the establishment just hanging out with friends or eating I don't see an issue. But if they outside being abnoxious or getting loud y disturbing the neighboring business then it's an issue.

In designated areas

In order to compete with nearby towns and communities, we will need to change our way of thinking on this issue.

inside patio privet property great

It is ok for establishments to have an outdoor section, but they should not be using the sidewalks. Also, smoking should not be allowed on the sidewalks.

It promotes growth and revenue

It's 2022! Get with it Zeb! We need fresh air and to LIVE!

Section 130.01 Amendment: Attachment 3

It's outrageous this town becomes more and more filled with bars while we have nothing for our teens to enjoy

Need something that sets Zebulon apart from other towns in Wake County. What will attract folks from other towns to visit and spend \$\$\$ in Zebulon.

Needs to be allowed in outdoor spaces within say 50 feet of the building and on sidewalk area if establishment has open bar area with seating without special use permits

Not in favor of just walking around drinking, but in designated areas within vicinity of establishment would be good. Nice to be outside.

Patio tables outside should be able to serve alcohol. This would include the alley way beside The Fall Line and the front and rear of building.

Perhaps there could eventually be an annual "crawl" type event where restaurants or breweries could participate but other times it can be inviting trouble if some people can't be responsible adults with liquor/beer consumption.

Plastic cups to go.

Sidewalk and alley service please!

The city needs changes especially with the growth in our city

This rule limits the number of patrons to occupancy limits. Now that retail and restaurants have had to adjust to pandemic issues, moving patrons outside, especially in nice weather, increases the number of people that can be served, as well as increases the revenue taken in by these establishments. This, in turn, increases tax revenue for the town. Win-win!

This town is not large enough/laid out correctly to warrant or need a social district. It's not Raleigh or Durham and doesn't have anywhere you can go INSTEAD downtown/ in the commerce area if you don't want to be in the social/drinking district. If people need to drink outdoors, make it easier for restaurants/bars to have outdoor seating that is considered their own, even if it has to be closer to the sidewalk.

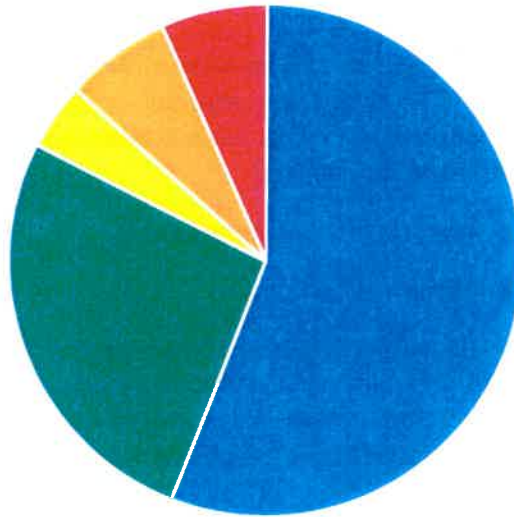
What kind of language is going to be written into the ordinance? Only beverages purchased downtown in bars or will it include "all" business that sell alcoholic beverages, such as gas stations and grocery/drug stores? You have three gas stations within walking distance, Walgreens and Compare is soon to open, as well as possible alcohol being brought in on person.. A casual drink is one thing ~ intoxication is another. Already bottles, cups, and glasses are being left on sidewalk benches and curbing.

With the town developing downtown the way they do with alley restoration and curb appeal grants you'd think they would allow businesses to serve customers in these adjacent areas. Not keep customers confined to a building when they have other areas planned for serving. When establishments host food trucks etc customers shouldn't be constrained to enjoying alcohol only on premises.

You should be able to drink outside especially if you are on the restaurant property

Section 130.01 Amendment: Attachment 3

Patrons should be able to consume alcoholic beverages in the public areas adjacent to an establishment.



- Strongly Agree
- Agree
- Indifferent
- Disagree
- Strongly Disagree

Comments:

It's 2022! Get with it Zeb! We need fresh air and to LIVE!

Definitely agree that alcoholic beverages should be allowed on the Business's property.

I think allowing a small outdoor section outside of the building would be acceptable, too

If the restaurant or bar has outdoor sitting or game area then people should be allowed to have their drink there also. Most people like to sit outside and enjoy the sun and a nice drink.

I am assuming private property means the outdoor areas owned by the restaurant.

I am not familiar with that scenario and it's effects. We sure don't want to see any drunkenness in public. That would bother me.

I think during certain times it should be allowed outside of buildings.

Section 130.01 Amendment: Attachment 3

With the town developing downtown the way they do with alley restoration and curb appeal grants you'd think they would allow businesses to serve customers in these adjacent areas. Not keep customers confined to a building when they have other areas planned for serving. When establishments host food trucks etc customers shouldn't be constrained to enjoying alcohol only on premises.

In order to compete with nearby towns and communities, we will need to change our way of thinking on this issue.

This rule limits the number of patrons to occupancy limits. Now that retail and restaurants have had to adjust to pandemic issues, moving patrons outside, especially in nice weather, increases the number of people that can be served, as well as increases the revenue taken in by these establishments. This, in turn, increases tax revenue for the town. Win-win!

Closed container with a straw. Stamp or bracelet limits 2 drinks

Be responsible. Wouldn't that be nice.

This town is not large enough/laid out correctly to warrant or need a social district. It's not Raleigh or Durham and doesn't have anywhere you can go INSTEAD downtown/ in the commerce area if you don't want to be in the social/drinking district. If people need to drink outdoors, make it easier for restaurants/bars to have outdoor seating that is considered their own, even if it has to be closer to the sidewalk.

What kind of language is going to be written into the ordinance? Only beverages purchased downtown in bars or will it include "all" business that sell alcoholic beverages, such as gas stations and grocery/drug stores? You have three gas stations within walking distance, Walgreens and Compare is soon to open, as well as possible alcohol being brought in on person.. A casual drink is one thing ~ intoxication is another. Already bottles, cups, and glasses are being left on sidewalk benches and curving.

I strongly agree unless a special event is happening. ; Unless there is a special event, a festival, a street fair, or the like with designated areas where alcohol consumption would be limited to designated areas, I feel where you buy the alcohol drink is where you drink the alcohol drink.

I believe there should be certain outside areas that allow for this. It creates a spirit of community and also helps police to use resources in better ways than issuing citations to people who stray 1 foot off from the establishment's perimeter. We need Zebulon to have a vibrant downtown!

Adults should be able to take a drink outside, and in a public location.

Sidewalk and alley service please!

Allowing for alcoholic beverages to be consumed outside building lets patrons walk the sidewalks, window shopping, having a few sips while walking to a restaurant nearby, or sitting in the community areas. I'm not sure of liabilities, but many other places do this.

Can this town offer something besides an alcoholic facility??

Customers should be able to enjoy a beverage in common areas relaxing in a chair at a table in the middle of downtown if they please as part of a way to be more inviting for more people to come hang out downtown.

Section 130.01 Amendment: Attachment 3

Do not like how this question is worded. Inside a building and private property can be two different areas.

Have an area where it is allowed. With so many adult beverage businesses in the downtown area it would be great to allow for co- mingling

I think alcohol should be consumed in a building and not on public property due to issues that it may cause in public spaces.

I think we should have more shops & restaurants downtown. We already have variety bars & Valentine's shop.

If the outside has a patio or designated outdoor area, They should be allowed

If they are standing outside the establishment just hanging out with friends or eating I don't see an issue. But if they outside being abnoxious or getting loud y disturbing the neighboring business then it's an issue.

In designated areas

inside patio privet property great

It is ok for establishments to have an outdoor section, but they should not be using the sidewalks. Also, smoking should not be allowed on the sidewalks.

It promotes growth and revenue

It's outrageous this town becomes more and more filled with bars while we have nothing for our teens to enjoy

Need something that sets Zebulon apart from other towns in Wake County. What will attract folks from other towns to visit and spend \$\$\$ in Zebulon.

Needs to be allowed in outdoor spaces within say 50 feet of the building and on sidewalk area if establishment has open bar area with seating without special use permits

Not in favor of just walking around drinking, but in designated areas within vicinity of establishment would be good. Nice to be outside.

Patio tables outside should be able to serve alcohol. This would include the alley way beside The Fall Line and the fron and rear of building.

Perhaps there could eventually be a annual "crawl" type event where restaurants or breweries could participate but other times it can be inviting trouble if some people can't be responsible adults with liquor/beer consumption.

Plastic cups to go.

The city need changes especially with the grow in our city

You should Be able to drink outside especially if you are on the restaurant property

ORDINANCE 2022-39
Amendment to 130.01

§ 130.01 CONSUMPTION OF ALCOHOLIC BEVERAGES ON TOWN PROPERTY.

(A) It shall be unlawful to consume alcoholic beverages on public streets or on property owned, occupied, or controlled by the Town, unless as authorized below.

(B) It shall be unlawful to possess an open container of alcoholic beverages on public streets or on property owned, occupied, or controlled by the Town, unless as authorized below.

(C) The provisions of this section shall not apply to the following locations and/or events, upon obtaining a valid ABC permit:

(1) Designated areas at Five County Stadium, or receptions in areas designated by the Town of Zebulon.

(2) Receptions, fundraising events, or other events and activities designated by the Town Manager or designee.

(3) Permits as approved by the Chief of Police.

(4) Events on public streets, alleys, or parking lots within the town which are temporarily closed to regular traffic for special events as permitted by the Town of Zebulon.

(5) Public sidewalks and other public areas immediately adjacent to establishments with an approved ABC Permit, but not to include on-street parking areas, crosswalks, or travel lanes without prior authorization by the Town of Zebulon. (D) For purposes of this section, an OPEN CONTAINER means a container whose seal has been broken or a container other than the manufacturer's unopened original container.

(E) ALCOHOLIC BEVERAGES includes intoxicating liquor, malt beverages, wine (fortified or unfortified) shall be as defined in G.S. Ch. 18B.

(F) Effective July 1, 2012, violation of this § 130.01 shall subject the offender to civil penalties of not more than \$50. Pursuant to G.S. § 160A-175, all criminal penalties for these violations as set out in G.S. § 14-4 are hereby removed. Civil penalties may be recovered by the town in a civil action in the nature of the debt.

(1985 Code, § 130.01) (Ord. 2010-05, passed 7-6-2009; Ord. 2013-01, passed 7-18-2012)

Statutory reference:

Drinking on public property, see G.S. § 18B-301, § 18B-904.1 § 160A-205.4

Adopted this the 6th day of June 2022

Glenn York—Mayor

SEAL

Lisa M. Markland, CMC—Town Clerk

Topic: PARKS & RECREATION FACILITY USE POLICIES
Speaker: Sheila Long, Parks and Recreation Director (if removed from Consent)
From: Sheila Long, Parks and Recreation Director
Prepared by: Sheila Long, Parks and Recreation Director
Eric Vernon, Town Attorney
Approved by: Joseph M. Moore II, PE, Town Manager

Executive Summary:

The Board of Commissioners will consider Parks & Recreation Facility Use Policies.

Background:

The Parks and Recreation Department has existing facility use applications and policies that have not been updated in recent years to reflect changes in the industry and operational updates. Revised policies include athletic facilities, picnic shelter facilities, and Community Center rentals. The recommended policies have been reviewed by Legal and our insurance underwriters.

This item was removed from the agenda at the May Regular Board Meeting. The following clarifications address Board comments shared with Staff:

Athletic Field Reservations

1. #2- Can a PLC be used to rent?

Town attorney, Eric Vernon, has indicated that Public Limited Companies (PLC) are a designation for some companies in the United Kingdom. If we ever got an application from a PLC, the intent of the policy would be to accept the application as eligible.

2. #12 If an established organization is allowed to perform field preparation, do they need to be insured or bonded?

The scope of work identified in item #12 would not require someone to be bonded. Field preparation consists of work such as raking and painting field lines.

3. #15 Does the Town have an approved caterer list?

We do not maintain an approved caterer list. We approve caterers on a case-by-case basis through the application process.

4. #22 Title is "Refused License" #24 in Picnic Shelter Reservation uses "Refuse Licenses" and #41 of Community Center Reservation uses "Refused License" There should be a consistent term.

Change made for consistent use of terms.

Community Center Reservation

1. Is there a rubric for quote determination that is available for prospective renters?

The Fee Schedule is the "rubric" used. Facility use fees are listed on the Town's website on the subpage "Parks, Facilities, & Rentals."

2. #17 Does "Chaperone" need to be used instead of "Chaperon"?

Change has been made.

3. #25 Should simply read "Animals" as birds are animals, but so are insects, snakes, amphibians, etc.

All animals are addressed in this section. The term bird has been removed.

4. Why do we require \$1 million in insurance from caterers, that seems high for the average person.

This is not a new requirement. Anytime food preparation, cooking and selling/distribution of food is involved there is a risk. \$1 million is a basic policy that an established food business should have.

Alcohol Rider

1. #1 What is the reasoning behind no alcohol related events on Sunday?

This is not a new policy item. This, at the time of adoption in 2009, reflected the interest of the Board and was consistent with like policies in other communities.

General

1. How do you determine \$1 million to \$5 million insurance requirement?

We will follow industry standard and coordinate with our insurance provider. Basic uses with a low-level risk would see a \$1 million insurance requirement. An example of requiring a \$1 million policy would be a standard banquet (reunion, family gathering).

Activities where there is a higher level of risk, \$5 million will apply. An example of requiring a \$5 million policy would be a circus where structures would be built, dangerous activities may take place, animals are involved, and the licensee would be making significant profit.

Discussion:

The discussion before the Board of Commissioners is to consider the Facility Use Policies.

Policy Analysis:

Adopting facility use policies are consistent with the Master Plan: Play Zebulon as follows:

- to provide exceptional service regardless of background or ability,
- to provide quality, diverse parks, facilities, programs, and open space for people of all ages and backgrounds, and
- to utilize effective and innovative practices to operate parks, facilities, and programs.

Adopting this policy is consistent with the Zebulon 2030 Strategic Plan as providing updated policies are an opportunity to grow smart. Offering standard guidelines with clear expectations for staff and the community will provide improved customer service.

Financial Analysis:

The Parks & Recreation Department charges fees for facility use. Fees are adopted by the Board of Commissioners annually with the budget. Updated policies will allow effective tracking and consistent fee enforcement.

Staff Recommendation:

Staff recommends adoption of Parks & Recreation Facility Use Policies.

Attachments:

1. Athletic Facility Use Policy
2. Picnic Shelter Facility Use Policy
3. Community Center Facility Use Policy
4. Community Center with Alcohol Facility Use Policy
5. Food Truck/Concession/Admission/Catering/Fee Permit Request Form

Athletic Facility Reservation and License Policy

The purpose of the listed athletic facilities is to provide Town-sponsored or co-sponsored recreational, educational, and/or community programs for the Zebulon community. When the spaces are not being utilized by the Town of Zebulon, organizations or individuals may reserve the space for their use in accordance with this Facility License Application and Policy.

Policies

1. **Age:** If the licensee (“Licensee”) is an individual, Licensee must be an adult, age 21 years of age or older. If Licensee is an entity, a responsible adult, age 21 years of age or older, must be present and always supervising.
2. **Business Verification:** Any business or entity that wishes to apply in their name must be a Limited Liability Corporation or Incorporated. These businesses must also provide proof of their tax identification number on the license application. If the business does not meet the listed requirements, the application must be submitted in an individual’s name.
3. **Licensee Name:** The name listed on the Facility License Application & Policy MUST be the person or officer of the business that is using the Facility during the requested time. Having another individual or business list their name and/or address for the purpose of receiving the resident license rate is prohibited.
4. **Application:** The licensee is required to submit a facility use application and submit to the Recreation Assistant completed in its entirety. This application should provide details on the requested space, day, time, and use. Depending on the use additional forms or documentation may be required.
5. **Facility Use Permit:** The recreation assistant will issue a facility use permit following payment in full. The licensee is only permitted to use the space identified on the permit for the designated date and time on the permit.
6. **Parking:** Vehicles are only to park in approved parking lots. Vehicles are restricted to public roads and should not be driven or parked on any field.
7. **Amplified Sound:** There is to be no sound amplification or music of any kind playing without permission from the Parks and Recreation Department. All requests must be submitted in writing, at least 1 week prior to the usage date. Requests are to be submitted to the Recreation Assistant.
8. **Law and Regulation:** Licensee will comply with all laws, ordinances (including Town of Zebulon Noise Ordinance), and regulations adopted or established by federal, state, county, or Town of Zebulon and require that all its attendees comply with same. The Licensee will comply with all facility rules and regulations and will require that all its attendees comply with same. A licensee is solely responsible for the behavior and compliance of its guests and vendors during the event. Failure to comply with applicable laws and rules shall be grounds for immediate expulsion from the facility and termination of the license. In such event, Licensee shall not be entitled to any refund.
9. **Safety:** Licensee agrees, that at all times the event and all activities will be conducted in a manner to protect public safety. All portions of sidewalks, entries, doors, passages, corridors, and all ways of access to public utilities of the premises shall be kept unobstructed by Licensee and shall not be used for any purpose except for ingress or egress to and from the premises of Licensee. Licensee agrees to not bring onto the premises any material, substance, equipment, or object which is likely to constitute a hazard to the property thereon. The Town of Zebulon shall have the right to refuse any such material, substances, equipment, or object, as well as the right to require its removal. Failure by licensee to comply with all safety requirements may result in cancellation of the license.
10. **Alcohol:** All alcoholic beverages of any kind are strictly prohibited at all parks.

- 11. Lights:** Lights are available at Zebulon Community Park ball fields, Zebulon Elementary School ball fields and the tennis court at Whitley Park. If lights are requested, ZPRD will coordinate with the individual to provide the lights for the License. Lights can be added to the usage based on the hourly rate in the board adopted fee schedule.
- 12. Field Preparation:** Field preparation for the baseball and softball fields includes dragging the field, hand raking around the bases, pitching mound, and home plate, and lining the infield and outfield. Field Preparation for soccer fields includes lining the field and setting the goals. Field preparation can only be completed by Town of Zebulon Staff, the cost can be found in the current fee schedule. The Parks Manager or Parks and Recreation Director may authorize an established organization, with field preparation experience, to prepare fields to Town standards. Licensee must have written authorization from the Parks Manager or Parks and Recreation Director.
- 13. Cleanup:** All trash created by licensee must be picked up and placed in the designated trash cans. The licensee is to be responsible for the general cleanup of the facility. In the event the facility is not cleaned after the usage, the user/organization will be billed for the facility to be cleaned based on the staff hourly rate in the board adopted fee schedule. The Licensee will be billed for total hours it takes staff to clean the facility, a minimum of (2) two hours will be billed to the licensee for cleanup.
- 14. Cooking:** One household grill, gas, or charcoal, is permitted per License. Written permission from Parks and Recreation Staff is required for any individual using a pig cooker. Any individual cooking and selling food must complete the Vendor/Concession/Admission/Catering/Fee permit and submit it to the Recreation Assistant at least two weeks prior to the usage date. Cookers cannot be located on the fields or in direct pedestrian pathways.
- 15. Insurance:** The Town of Zebulon reserves the right to require the licensee to provide insurance for its events including insurance covering the Town of Zebulon, the facility, and the people in attendance. Licensee or permitted caterer will provide a public liability insurance policy in the amount of at least \$1,000,000 per claim naming the Town of Zebulon and Licensee as additional insured parties and covering claims for injuries, deaths, and/or property damage arising out of the use of premises by Licensee. Depending on the event described, the Town of Zebulon may require up to \$5,000,000 in coverage. Proof of this liability insurance coverage must be provided to the Recreation Assistant no later than two weeks prior to the event, and if not, the Town of Zebulon may cancel this agreement, and the Licensee shall forfeit all rights to refund any monies paid.
- 16. Security:** Uniformed, Off Duty- Officers may be required for Licenses. Licensee will be notified if security is needed after review of License information, by the Recreation Assistant. Payment and scheduling of the Off Duty Officer is the responsibility of the licensee and can be completed directly with the Zebulon Police Department at 919-823-1818, during business hours.
- 17. Vendor:** Vendor Requests will be determined on a case-by-case basis. All requests should be submitted to the Recreation Assistant, in writing, at least two weeks prior to the license date.
- 18. Admission:** Charging Admission is permitted with written permission. If admission is permitted to be charged, the Town will charge an additional fee that is listed in the board adopted fee schedule. Town staff will identify a location for admission to be collected. Admission/gate fees cannot be charged at the main entrance of the park, or entrances of the parking lot. If admission is to be charged, the Vendor/Concession/Admission/Catering/Fee Permit must be submitted to request authorization from the Recreation Assistant.
- 19. Food Trucks:** Food truck vendors are permitted. Each Food Truck vendor must complete the Vendor/Concession/Admission/Catering/Fee Permit Form. Requests can be submitted to the Recreation Assistant at least two weeks prior to the license date. All food truck vendors will be required to provide proof of insurance along with other business documents.

20. **Concessions:** The Town of Zebulon reserves the right to sell concessions. In the event the Town of Zebulon does not offer concessions, the licensee may request to sell concessions. Each concession vendor must complete the Vendor/Concession/Admission/Fee Permit Form. Requests can be submitted to the Recreation Assistant at least two weeks prior to the license date. Proof of insurance will be required.
21. **Cancellations:** The Town of Zebulon reserves the right to make cancellations to any reservation at any time as it relates to health, safety, and welfare. Cancellation notices will be issued as far in advance as possible. All license fees and deposits, including the application fee, will be returned in full if the cancellation is initiated by the Town of Zebulon. The Town of Zebulon will not be liable for any other costs incurred by Licensee due to cancellations made by the Town of Zebulon.
22. **Refused License:** Zebulon Parks and Recreation Department reserves the right to refuse any park or athletic facility license.
23. **Reoccurring Licenses:** Licenses that are expected to be ongoing must have all dates listed on the application. The application will only be valid for the dates listed on the initial application. An updated application must be submitted annually.
24. **Notice:** All athletic facility usage prefers a 30-day notice. Athletic facility usage requires at least two weeks' notice.
25. **Application Fee:** There will be a standard, \$25 application fee charged for reoccurring and tournaments requests, each application submitted. The application fee is due when the application is submitted. The application fee can be paid via card, cash or check at the Zebulon Community Center, or by card via the applicates online RecDesk account. The application fee is non-refundable.
26. **Staffing Fee:** Some usage could require staffing. The Licensee will be charged a staffing fee for each staff member (see fee schedule for fee). Staffing that is required during usage will be at the expense of the licenser. Zebulon Parks and Recreation is subject to require staff for any license agreement.
27. **Payment:** Half (50% of total license amount) is due within five business days of booking. The remaining half (50%) is due two weeks prior to the first usage date. Payment, in full, is required at least two weeks prior to the usage date. No dates will be set until payment has been received. The Town will invoice the licensee. Should payment not be received, the date and location will not be held.
28. **Tournaments:** Tournament dates must be requested as far in advance as possible. Payment plans may be available upon approval by the Parks and Recreation Director. Tournaments require at least one month (30 days) notice.
29. **Storage:** Zebulon Parks and Recreation Department does not permit any on-site storage unless authorized by the Park Manager or Parks and Recreation Director. Such authorization should be rare and consistent with the town's strategic plan. Town of Zebulon Staff are not responsible for lost, damaged, or stolen property.
30. **Mounds:** For fields that do not have a dirt mound, the licensee has the option to provide a temporary mound if preferred. The licensee should discuss drop off and pick up with the Parks and Recreation Department before scheduled usage. Mounds left unattended are not the responsibility of the Town of Zebulon. The Town of Zebulon is not responsible for any damage to mounds.

(The remainder of this page is intentionally blank. The policy continues on the next page.)

Liability Waiver (Athletic Facility License)

Board of Commissioners Adopted: June 6, 2022

Effective Date: July 1, 2022

The undersigned user certifies that it has read and signed the Zebulon Parks and Recreation Contract for Field Usage and agrees to abide by its terms. Said user agrees to defend, indemnify and save harmless the Town of Zebulon, its employees, contractors, agents, and officers each severally and separately, from and against any and all liabilities, demands, claims, damages, losses, costs and expenses of whatsoever kind of nature connection with the license or use of the facility contemplated by this application including, without limitation, any and all direct and indirect costs and defense, made against, or incurred or suffered by, any such indemnities as a direct or indirect consequence of injury, sickness, or disease, including death, to persons: injury to, or destruction of property, including without limitation, the loss or use of property, or any other cause of action whatsoever, arising out of, resulting from, or which would not have occurred or existed but for this license agreement. This indemnity shall include, without limitation, any and all liabilities, demands, claims, damages, losses, costs, and expenses caused, or alleged to have been caused by any negligence or any other act or omission of contract signee or signee's employees, contractors, agents, officers, or guests.

(The remainder of this page is intentionally blank. The next page is the signature page.)

IF LICENSEE IS AN INDIVIDUAL:

Board of Commissioners Adopted: June 6, 2022

Effective Date: July 1, 2022

Signature: _____

Print Name: _____

Date: _____

IF LICENSEE IS AN ENTITY:

(Print Entity Name) _____

By: _____

(Signature of authorized person)

Name: _____

(Print name of authorized person)

Title: _____

(Print capacity of authorized person (President, Vice President, etc.))

Picnic Shelter Reservation and License Policy

1. **Age:** If the licensee (“Licensee”) is an individual, Licensee must be an adult, age 21 years of age or older. If Licensee is an entity, a responsible adult, age 21 years of age or older, must be present and always supervising.
2. **Business Verification:** Any business or entity that wishes to apply in their name must be a Limited Liability Corporation or Incorporated. These businesses must also provide proof of their tax identification number on the license application. If the business does not meet the listed requirements, the application must be submitted in an individual’s name.
3. **Licensee Name:** The name listed on the Facility License Application & Policy MUST be the person or officer of the business that is using the Facility during the requested time. Having another individual or business list their name and/or address for the purpose of receiving the resident license rate is prohibited.
4. **Application:** The licensee is required to submit a facility use application and submit to the Recreation Assistant completed in its entirety. This application should provide details on the requested space, day, time, and use. Depending on the use additional forms or documentation may be required.
5. **Facility Use Permit:** The recreation assistant will issue a facility use permit following payment in full. The licensee is only permitted to use the space identified on the permit for the designated date and time on the permit.
6. **Clean up and trash:** All trash created by licensee must be picked up and placed in the designated trash cans. The licensee is to be responsible for the general cleanup of the facility. In the event the facility is not cleaned after the usage, the user/organization will be billed for the facility to be cleaned based on the staff hourly rate in the board adopted fee schedule. The Licensee will be billed for total hours it takes staff to clean the facility, a minimum of (2) two hours will be billed to the licensee for cleanup.
7. **Prohibited Items:** The Town of Zebulon prohibits the following items at all the Town parks: alcohol, inflatables, jumping units, or carnival type rides. Pig cookers and amplified music are only permitted when approved by Parks and Recreation Staff. Tobacco use only permitted in designated parking areas.
8. **Decorations:** The Town of Zebulon must approve all decorations for the event. All decorations provided by Licensee shall be free standing and removed by Licensee. Nothing is to be attached to the walls, doors, ceilings, or structure. Nails, screws, staples, penetrating items, tape, or other gummed back materials are prohibited.
9. **Liability:** The Town assumes no liability for the licensee’s use of the equipment or facility. As a condition of use of the equipment or facility, the licensee shall hold the Town of Zebulon harmless from any claim, or liability arising out of any activity or conduct the licensee while using the facility. The Town of Zebulon will not be responsible for any stolen or left behind goods.
10. **Law and Regulation:** Licensee will comply with all laws, ordinances (including Town of Zebulon Noise Ordinance), and regulations adopted or established by federal, state, county, or Town of Zebulon and require that all its attendees comply with same. Licensee will comply with all facility rules and regulations and will require that all its attendees comply with the same. Licensee is solely responsible for the behavior and compliance of its guests and vendors during the event. Failure to comply with applicable laws and rules shall be grounds for immediate expulsion from the facility and termination of the license. In such event, Licensee shall not be entitled to any refund.
11. **Tents & Structures:** Tents and other shade structures are not allowed during private rentals at any Picnic Shelter Structure.

- 12. Damages:** Any and all damages to the facilities, equipment, and other Town property, while being used by the licensee, will be the responsibility of the licensee and payable in full to the Town of Zebulon. Payment will include the costs of all labor, materials, and supplies to repair or replace the damage to facilities. The Parks and Recreation reserves the right to decline renting to patrons who have incurred damages to Town property in previous licenses or have active suspension letters.
- 13. Parking:** Parking is only permitted in marked spaces. If reserving Whitley Park, overflow parking must be directed to Alford Lot (grass lot) on the opposite end of the park. Vehicles are only to park in approved parking lots. Vehicles are restricted to public roads and designated parking areas. Vehicles should not be driven or parked on any field.
- 14. Closing:** All parks and park shelters close at sundown.
- 15. Setup/Cleanup:** Setup and cleanup is included in your reservation time. Please plan accordingly.
- 16. Grills:** One household grill may be brought to the picnic shelters (gas or charcoal).
- 17. Food Trucks/Catering:** The Town of Zebulon must approve all food trucks, vendors, and concession vendors. Each vendor/company must complete the Vendor/Concession/Admission/Catering/Fee Permit Form. One form will be required for each vendor/company. The form must be submitted at least two weeks prior to the license date.
- 18. Whitley Park:** Whitley Park is a neighborhood park. Those who rent a Picnic Shelter at Whitley Park must always be respectful of residents who live adjacent to the park.
- 19. Payment:** Payment must be received in full, at booking for all picnic shelter licenses.
- 20. Cancellations Initiated by the Town:** The Town of Zebulon reserves the right to make cancellations to any reservation at any time as it relates to health, safety, and welfare. Cancellation notices will be issued as far in advance as possible. All license fees and deposits, including the application fee, will be returned in full if the cancellation is initiated by the Town of Zebulon. The Town of Zebulon will not be liable for any other costs incurred by Licensee due to cancellations made by the Town of Zebulon.
- 21. Cancellations:** The Zebulon Parks and Recreation Refund Policy will provide information regarding cancellations and refunds.
- 22. Weather Cancellations:** Outdoor facility usage canceled by Zebulon Parks and Recreation due to inclement weather may be rescheduled, pending space availability. If the Licensee does not want to reschedule the license, the participant can submit a written refund request within three business days after the initial license date.
- 23. Insurance:** The Town of Zebulon reserves the right to require Licensee to provide insurance for its events. Events in which insurance would be required are subject to approval by the Director. Insurance for events must include insurance covering the Town of Zebulon, the facility, and the persons in attendance. Licensee or permitted caterer will provide a public liability insurance policy in the amount of at least \$1,000,000 and up to \$5,000,000 per claim naming the Town of Zebulon and Licensee as insured parties and covering claims for injuries, deaths, and/or property damage arising out of the use of premises by Licensee. Proof of this liability insurance coverage must be provided to the Recreation Assistant no later than three weeks prior to the event, and if not, the Town may cancel this agreement, and Licensee shall forfeit all rights to refund of any monies paid.
- 24. Refuse Licenses:** The Town of Zebulon reserves the right to refuse license to any person or group for any event that, at the sole discretion of the Town, is deemed to potentially impair the health, welfare, and/or public safety of citizens or the efficient operation of the Town of Zebulon facilities.
- 25. Safety:** Licensee agrees, that at all times the event and all activities will be conducted in a manner to protect public safety. All portions of sidewalks, entries, doors, passages, halls, corridors, and all ways of access to public utilities of the premises shall be kept unobstructed by Licensee and shall not be used for any purpose except for ingress or egress to and from the premises of Licensee. Licensee agrees to not bring onto the premises any material, substance, equipment, or object which is likely to constitute a hazard to the property thereon. The Town of Zebulon shall have the right to refuse any such material,

substances, equipment, or object, as well as the right to require its removal. Failure by licensee to comply with all safety requirements may result in cancellation of the license.

26. Park Rules: Licensee must abide and follow all posted park rules.

27. Policies: The listed policies apply to all groups or individuals who use a Town Park Picnic Shelter. Anyone who does not adhere to all rules may be asked to leave the park without a refund and/or suspended from the facility. The Town of Zebulon reserves the right the alter these policies as needed.

The undersigned Licensee certifies that it has read the above license policies and understands that it is responsible for Licensee and its guests adhering to the policies at the event for which Licensee has reserved and rented the facility. Licensee agrees to defend, indemnify and save harmless the Town of Zebulon, its agents, officers, employees, contractors, and volunteers, each severally and separately, from and against any and all liabilities, demands, claims, damages, losses, costs and expenses of whatsoever kind or nature in connection with Licensee's license and use of the facilities, including, without limitation, any and all direct and indirect costs of defense, made against, or incurred or suffered by, any such indemnitees as a direct or indirect consequence of injury, sickness, or disease, including death, to persons; injury to, or destruction of property, including without limitation, the loss or use of property, or any other cause of action whatsoever, arising out of, resulting from, or which would not have occurred or existed but for Licensee's (and its employees', contractors', agents', officers', and guests') use of the facility. This indemnity shall include, without limitation, any and all liabilities, demands, claims, damages, losses, costs and expenses caused, or alleged, to have been caused by any negligence or any other act or omission of Licensee or Licensee's employees, contractors, agents, officers or guests.

(The remainder of this page is intentionally blank. The next page is the signature page.)

IF LICENSEE IS AN INDIVIDUAL:

Print Name: _____

Signature: _____

Date: _____

IF LICENSEE IS AN ENTITY:

(Print Entity Name) _____

By: _____
(Signature of authorized person)

Name: _____
(Print name of authorized person)

Title: _____
(Print capacity of authorized person (President, Vice President, etc.))

Community Center Reservation and License Policy

The Zebulon Community Center is owned and operated by the Town of Zebulon. Its purpose is to provide Town-sponsored or co-sponsored recreational, educational, and/or community programs for the Zebulon community. When Community Center space is not scheduled to be utilized by the Town of Zebulon, organizations and individuals may reserve the space for their use in accordance with this Reservation and License Policy.

Zebulon Community Center facilities available for license include a large multipurpose room/gymnasium, warming kitchen, two classrooms/meeting rooms, an arts and crafts room, and two physical activity room. These facilities, together with nonexclusive use of the parking lot, may be licensed and reserved to individuals; civic, educational, recreational, and cultural non-profit groups; and to business organizations. License rates, charges, and/or fees are established and approved by the Zebulon Board of Commissioners.

POLICIES

1. **Age:** If the licensee (“Licensee”) is an individual, Licensee must be an adult, age 21 years of age or older. If Licensee is an entity, a responsible adult, age 21 years of age or older, must be present and always supervising.
2. **Business Verification:** Any business or entity that wishes to apply in their name must be a Limited Liability Corporation or Incorporated. These businesses must also provide proof of their tax identification number on the license application. If the business does not meet the listed requirements, the application must be submitted in an individual’s name.
3. **Licensee Name:** The name listed on the Facility License Application **MUST** be the person or officer of the business that is using the Facility during the requested time. Having another individual or business list their name and/or address for the purpose of receiving the resident license rate is prohibited.
4. **Fees:** In addition to the space license fee, applicable fees for reservation and license of the facility include, but not limited to, equipment license, staffing, set up and break down, professional cleaning, security personnel, and damage security deposits.
5. **Application:** The licensee is required to submit a facility use application and submit to the Recreation Assistant completed in its entirety. This application should provide details on the requested space, day, time, and use. Depending on the use additional forms or documentation may be required.
6. **Facility Use Permit:** The recreation assistant will issue a facility use permit following payment in full. The licensee is only permitted to use the space identified on the permit for the designated date and time on the permit.
7. **Application Fee:** There will be a standard, \$25 application fee charged for all applications that are submitted for reoccurring or banquet licenses. The application fee is due when the application is submitted. The application fee can be paid via cash or check at the Zebulon Community Center, or by card via the applicates RecDesk account. The application fee is non-refundable.
8. **Reoccurring Licenses:** Licenses that are expected to be ongoing must have all dates listed on the application. The application will only be valid for the dates listed on the initial application. An updated application must be submitted annually.
9. **Quotes:** After submission of the license application, the Recreation Assistant will review the document and complete a license quote with the information. The Recreation Assistant will email

Board of Commissioners Adopted: June 6, 2022

Effective Date: July 1, 2022

021848.008-3181151v2

- the quote to the applicate with a link to the invoice. If the applicate approves the quote, they must follow the applicable payment deadlines. The invoice and quote will expire in 2 business days. The requested license date is not confirmed until the applicable payment has been made.
10. **Setup/Breakdown:** All license requests that involve the gym space for non-athletic events will be subject to a 2-hour breakdown charge. A longer breakdown time may be requested if the user anticipates that their breakdown cannot be accomplished within the initial 2- hour period
 11. **Capacities:** Licensee will comply with maximum building and room capacities as set forth by the Town of Zebulon and will also adhere to the number of attendees in which Licensee states in the License Inquiry Packet.
 12. **Law and Regulation:** Licensee will comply with all laws, ordinances (including Town of Zebulon Noise Ordinance), and regulations adopted or established by federal, state, county, or Town of Zebulon and require that all its attendees comply with same. Licensee will comply with all facility rules and regulations and will require that all its attendees comply with the same. Licensee is solely responsible for the behavior and compliance of its guests and vendors during the event. Failure to comply with applicable laws and rules shall be grounds for immediate expulsion from the Community Center and termination of the license. In such event, Licensee shall not be entitled to any refund.
 13. **Accidents:** The Town of Zebulon or its agents will not be responsible for any accidents or personal injuries that occur during the leasing period. Licensee is responsible for the actions of the participants in their group and/or event.
 14. **Forgotten Items:** The Town of Zebulon will not be responsible for any stolen or left behind goods.
 15. **Repairs:** Licensee is responsible for the cost of any professional repairs or replacement of any damages to the facility or equipment caused during the license.
 16. **Security:** The Town of Zebulon reserves the right to require Licensee to provide security for its event. In such cases, Licensee will be required to hire off-duty officers of the Zebulon Police Department at their designated rate. Officers must be scheduled with the Zebulon Police Department. For more information about how to schedule an off-duty officer please contact the Zebulon Police Department at 919-823-1818. If a Zebulon Police Officer is not available, the Licensee may hire a “sworn officer” approved by the Town of Zebulon. Proof of hire must be submitted two weeks prior to the event.
 17. **Chaperones:** The town reserves the right to require chaperones for events with minors. Chaperone/Child ratio will be determined based on the event.
 18. **Insurance:** The Town of Zebulon reserves the right to require Licensee to provide insurance for its events including insurance covering the Town of Zebulon, the facility, and the persons in attendance. Licensee or permitted caterer will provide a public liability insurance policy in at least the amount of \$1,000,000 and up to the amount of \$5,000,000 depending on the license, per claim naming the Town of Zebulon and Licensee as insured parties and covering claims for injuries, deaths, and/or property damage arising out of the use of premises by Licensee. Proof of this liability insurance coverage must be provided to the Recreation Assistant no later than three weeks prior to the event, and if not, the Town may cancel this agreement, and Licensee shall forfeit all rights to refund any monies paid.
 19. **Food Trucks, Vendors, Catering & Concessions:** The Town of Zebulon must approve all food trucks, vendors, caterers, and concession vendors. Each vendor/company must complete the Vendor/Concession/Admission/Catering Fee Permit form. One form will be required for each vendor/company. The form must be submitted at least two weeks prior to the license date. The Town of Zebulon must approve all catering companies.

Board of Commissioners Adopted: June 6, 2022

Effective Date: July 1, 2022

021848.008-3181151v2

20. **Decorations:** The Town of Zebulon must approve all decorations for the event. All decorations provided by Licensee shall be free standing and removed by Licensee. Nothing is to be attached to the walls, doors, ceilings, windows, or equipment in the Zebulon Community Center. Nails, screws, staples, penetrating items, tape or other gummed back materials are prohibited.
21. **Signage:** Licensee will not post nor be allowed to post cards, or posters on a display unless approved by the Town of Zebulon. All materials are subject to approval by representatives of the Town of Zebulon. Licensee will not cover or block from view any permanent signage installed as part of the Zebulon Community Center. All unapproved signs shall be removed and destroyed by the Town of Zebulon. Licensee waives any claims to recover unapproved signs.
22. **Floor Plan:** All banquet and assembly licenses will be required to submit a proposed floor plan for approval. This floor plan must include the location of tables, chairs, and other equipment. Licensee shall be solely responsible for rearranging and moving furniture and equipment and shall be solely responsible for returning furniture and equipment, to its original locations. Hallways and doorways must be kept clear of obstructions. Members of an audience, spectators, or guests must never stand or sit so they block exits or aisles. Tables & chairs prohibited in halls and lobby areas. All the exits must remain easily accessible and cannot be blocked. The floor plan must be submitted at least 3 weeks prior to the license date. Parks and Recreation Staff may seek approval from the Fire Department, Planning, Special Events Committee, and other Town Staff.
23. **Classroom A:** Classroom A has a lounge floor plan, the furniture in the classroom must remain in that classroom. The Licensee may arrange the room in a different layout for the license. Additional tables and chairs can be added to the room. At the conclusion of the license, the tables and chairs, and all other items must be arranged to match the displayed diagram on the wall and all chairs or tables that were brought into the room must be removed and returned to their proper location. The Licensee must request setup and breakdown times on the initial application.
24. **Classroom C:** The tables, stools, and other equipment located in Classroom C must always remain in that room. Licensee shall not remove any of the tables, stools, or other equipment from that room. The Licensee may arrange the tables in a different layout for the license. At the conclusion of the license, the tables and stools must be arranged to match the diagram displayed on the wall. The Licensee must request setup and breakdown times on the initial application.
25. **Animals:** Licensee shall not bring or permit to bring any animals, including performers and pets, in the Zebulon Community Center. Exception: animals trained as assistance for handicapped persons. In extenuating circumstances, the Town of Zebulon will consider allowing animals on a case-by-case basis. For such consideration, the Licensee should make this request in writing at the time of application.
26. **Floor Protection:** To preserve and protect the floors in the Zebulon Community Center, the Town of Zebulon has the right to require that a floor covering be utilized by Licensee. For dancing and clogging, the Town of Zebulon has the right to require Licensee provide and utilize a portable wooden dance floor.
27. **Flames & Candles:** No flames of any kind are permitted in the Community Center. Only battery powered candles are permitted.
28. **Staffing Fee:** Reservations for events that take place outside of normal operating hours will be charged an after-hours staffing fee (see fee schedule). At least one Town staff member is required to be present at all events conducted in the Zebulon Community Center. Two staff members will be required for any event that includes over 100 expected attendees. Additional staff required during regular business hours will be at the expense of the licensee.
29. **Technical Equipment:** Technical equipment installed in the Zebulon Community Center, to include all audio and video components, can only be operated by trained Town of Zebulon staff.

Board of Commissioners Adopted: June 6, 2022

Effective Date: July 1, 2022

021848.008-3181151v2

The technical equipment is available for gym licenses for an additional cost (located in the fee schedule).

30. **Time Restriction:** Licensee's event shall end no later than 11:00pm, not to include clean up time. A later ending time than 11:00pm must be requested; in writing with submission of the license application. The Parks and Recreation Director will review the request and decide at least 2 weeks prior to the license date. Licensee will be notified of the decision.
31. **Hours Requested:** Licensee's reservation is for the hours specified on Licensee's reservation application that has been approved by the Town of Zebulon. Please make sure that you request enough time for set up and clean up. Cleanup after an event must be completed prior to the time of conclusion noted on the application. Failure to complete cleanup properly or conclude the license as scheduled will result in additional fees being charged in 30-minute increments. These charges could be withheld from an applicable security deposit and/or charged.
32. **Payment Deadlines:** Usage that require additional staff coverage will be required to submit the Application and half of the total at least 45 days prior to the requested license date. The remaining half is due 30 days prior to the usage. Usages that require after hours staff will be required to submit a completed application and payment, in full, including the required security deposit, if applicable, should be submitted at least 30 calendar days prior to the date requested. Usage requests that do not require additional staffing and take place during regular business hours, require the application and payment in full, at least two weeks prior to the requested usage date. The Town will invoice the Licensee. Should payment not be received, the date and location will not be held.
33. **Security Deposit:** A refundable security deposit equivalent to half of the license rate may be required for any usage. Assuming there is no damage to the building or equipment and all rules and policies have been appropriately followed, the security deposit will be refunded within two weeks after the license. For usages quoted over \$500, a security deposit will automatically be required.
34. **Smoking:** The Zebulon Community Center is a no smoking facility. Smoking is not allowed inside the building. A designated smoking area is provided on the south side of the building. No smoking is permitted on the premises of the Community Center outside of the smoking area.
35. **Alcohol Events:** Alcoholic beverages are not allowed in the Zebulon Community Center unless the approved application includes the signing of the "Reservation and License Supplement Policy for Events That Include Alcohol."
36. **Safety:** Licensee agrees, that at all times the event and all activities will be conducted in a manner to protect public safety. All portions of sidewalks, entries, doors, passages, halls, corridors, and all ways of access to public utilities of the premises shall be kept unobstructed by Licensee and shall not be used for any purpose except for ingress or egress to and from the premises of Licensee. Licensee agrees to not bring onto the premises any material, substance, equipment, or object which is likely to constitute a hazard to the property thereon. The Town of Zebulon shall have the right to refuse any such material, substances, equipment, or object, as well as the right to require its removal. Failure by licensee to comply with all safety requirements may result in cancellation of the license.
37. **Copyright Material:** Licensee assumes all costs, liabilities, and claims arising from the use of patented, trademarked, franchised, or copyright music, movies, devices, processes, or dramatic rights used on or incorporated in the event. The Town may require proof of authorized uses of copyright material.
38. **Cancellations Initiated by the Town:** The Town of Zebulon reserves the right to make cancellations to any reservation at any time as it relates to health, safety, and welfare. Cancellation notices will be issued as far in advance as possible. All license fees and deposits will be returned

Board of Commissioners Adopted: June 6, 2022

Effective Date: July 1, 2022

021848.008-3181151v2

- in full if the cancellation is initiated by the Town of Zebulon. The Town of Zebulon will not be liable for any other costs incurred by Licensee due to cancellations made by the Town of Zebulon.
39. **Cancellations Initiated by Licensee:** The Zebulon Parks and Recreation Refund Policy will provide information regarding cancellations and refunds.
 40. **Admission & Money Collection:** An admission fee, as identified in the Fee Schedule, may be applied for licenses collecting admissions. For events in which admission is charged, items are sold, contributions are made, or money is paid for any reason, a fee, listed in the current fee schedule, will be applied to the license balance. The Town of Zebulon reserves the right to make exceptions for non-profit groups or organizations that directly benefit the Zebulon community. Non-Profit requests must be submitted in writing with submission of application.
 41. **Refused License:** The Town of Zebulon reserves the right to refuse license to any person or group for any event that, at the sole discretion of the Town, is deemed to potentially impair the health, welfare, and/or public safety of citizens or the efficient operation of the Zebulon Community Center.
 42. **Political Events:** No special pricing accommodation will be provided for political events without direction from the Town of Zebulon Board of Commissioners.
 43. **Cleaning:** Licensee must ensure that the facility is left in a manner that is consistent with the way it was upon their arrival. Licensee is expected to make sure all trash, paper, cups, food, bottles, etc. is placed in the provided and appropriate containers. All tables and chairs that are provided by the Parks and Recreation Department should be wiped down and cleaned, along with the warming kitchen if utilized. Licensee is prohibited from bringing in his or her own tables, chairs, stage, or any type of equipment without prior approval from the Recreation Assistant. Licensee is responsible for set-up and take down of tables chairs and other equipment. Table and chair carts are to be used when provided. Please do not drag equipment across floors. Rooms shall be returned to their original configuration at the end of use. A cleaning fee will be issued for events that predict over 130 (see fee schedule), events that include serving food, and/or events that include serving alcohol. This cleaning fee is to cover professional cleaning, to include sweeping and mopping of floors, cleaning of all restrooms including toilets and sinks, as well as restocking of supplies.
 44. **Final Walkthrough:** At the conclusion of the license, Licensee will be expected to complete a final walk-through of the leased facility with the Town staff to ensure that the facility is clean and free of damage, and that all provided equipment is accounted for, clean, and damage free. Licensee understands that they will be held financially responsible for any damages to the facility that may occur during the event and are always responsible for their guests' behavior. The Town of Zebulon endeavors to provide and maintain a family atmosphere and facility. The Town of Zebulon expects each user group to treat the Zebulon Community Center with care and respect.
 45. **Altering Policy:** The Town of Zebulon reserves the right to alter these policies if necessary or it is in the best interest of the Town of Zebulon.
 46. **Storage:** Zebulon Parks and Recreation Department does not permit any on-site storage unless authorized by Town Staff. Recreation Manager or Parks and Recreation Director. Such authorization should be rare and consistent with the town's strategic plan Town of Zebulon Staff are not responsible for lost, damaged, or stolen property.
 47. **Permits:** The Town of Zebulon reserves the right to require additional permits such as, but not limited to, movie permit, noise permit, event permit, health permit, sellers permit, etc.

Board of Commissioners Adopted: June 6, 2022

Effective Date: July 1, 2022

021848.008-3181151v2

Liability Waiver (Zebulon Community Center License)

The undersigned Licensee certifies that it has read the above license policies and understands that it is responsible for Licensee and its guests adhering to the policies at the event for which Licensee has reserved and licensed the facility. Licensee agrees to defend, indemnify and save harmless the Town of Zebulon, its agents, officers, employees, contractors, and volunteers, each severally and separately, from and against any and all liabilities, demands, claims, damages, losses, costs and expenses of whatsoever kind or nature in connection with Licensee's license and use of the facilities, including, without limitation, any and all direct and indirect costs of defense, made against, or incurred or suffered by, any such indemnitees as a direct or indirect consequence of injury, sickness, or disease, including death, to persons; injury to, or destruction of property, including without limitation, the loss or use of property, or any other cause of action whatsoever, arising out of, resulting from, or which would not have occurred or existed but for Licensee's (and its employees', contractors', agents', officers', and guests') use of the facility. This indemnity shall include, without limitation, any and all liabilities, demands, claims, damages, losses, costs and expenses caused, or alleged, to have been caused by any negligence or any other act or omission of Licensee or Licensee's employees, contractors, agents, officers or guests.

(The remainder of this page is intentionally blank. The next page is the signature page.)

Board of Commissioners Adopted: June 6, 2022

Effective Date: July 1, 2022

021848.008-3181151v2

IF LICENSEE IS AN INDIVIDUAL:

Signature: _____

Print Name: _____

Date: _____

IF LICENSEE IS AN ENTITY:

(Print Entity Name) _____

By: _____
(Signature of authorized person)

Name: _____
(Print name of authorized person)

Title: _____
(Print capacity of authorized person (President, Vice President, etc.))

Zebulon Community Center Reservation and Rental Supplement License for Events that Include Alcohol

Reservations approved that include the consumption of alcoholic beverages are done so with the following stipulations:

1. Alcohol-related events can only be held Monday through Saturday, never on Sunday.
2. Licensee or permitted caterer will provide a public liability and liquor liability insurance policy in the amount of at least \$1,000,000 and up to \$5,000,000 per claim naming the Town of Zebulon and Licensee as insured parties and covering claims for injuries, deaths, and/or property damage arising out of the use of the premises by Licensee. Proof of this liability insurance coverage must be provided to the Recreation Assistant, no later than 2 weeks prior to the event, and if not, the Town may cancel this agreement, and Licensee shall forfeit all rights to refund of any monies paid.
3. No alcoholic beverages are permitted to be sold, possessed, or consumed without the appropriate permit from the Alcohol Beverage Control Board. Persons holding such permit must be who provides the beverages to be consumed at the event. A copy of the permit for providing alcoholic beverages at the event must be submitted to the Recreation Assistant, no later than 2 weeks prior to the event. Attendees cannot bring in their own alcoholic beverages. No brown bagging is allowed. All applicable Alcohol Beverage Control laws shall be complied with.
4. The Parks and Recreation Department will confirm with the Police Department that the correct ABC permits have been secured by Licensee and that the off-duty police officers have been scheduled for the event.
5. All alcohol related events require Licensee to hire an off-duty Zebulon Police Officer or Officers at their off-duty rate and be assigned Zebulon Parks and Recreation staff persons at the board appointed staffing rate located in the fee schedule. For alcohol events of 100 persons or less, one officer and one staff person shall be hired. For events consisting of more than 100 persons, at least two officers and two staff persons shall be hired, as determined by the Zebulon Police Chief and the Zebulon Parks and Recreation Director. Officers should be scheduled with the Zebulon Police Department. The Town of Zebulon reserves the right to require more than 2 officers as recommended by the Police Chief.
6. Alcohol shall only be distributed by Licensee or permitted caterer and shall take place only inside the Community Center facility. All consumption of alcoholic beverages shall take place inside the Community Center.
7. The rental rate for the Zebulon Community Center for events that include alcohol is located in the fee schedule. Facilities provided include the multi-use room and the warming kitchen. Additional fees are charged for personnel and cleaning as stated in the Reservation and Fee Policy.
8. Events that include alcoholic beverages will not be allowed when any other event is scheduled for the Zebulon Community Center.
9. All events that include alcoholic beverages are limited to the duration of four hours. This does not include time for set up and clean up. In extenuating circumstances, the Town of Zebulon will consider allowing an event that includes alcohol to extend beyond four hours. For such consideration, Licensee should request additional time, in writing, at time of application.
10. No alcohol can be served or consumed within one hour of the end of the event time.
11. Drunken behavior will not be tolerated. Licensee is responsible for all guests.

12. Licensee agrees to defend, indemnify, and save harmless the Town of Zebulon, its agents, officers, employees, contractors, and volunteers, each severally and separately, from and against any and all liabilities, demands, claims, damages, losses, costs and expenses of whatsoever kind or nature in connection with Licensee's license and use of the facilities, including, without limitation, any and all direct and indirect costs of defense, made against, or incurred or suffered by, any such indemnitees as a direct or indirect consequence of injury, sickness, or disease, including death, to persons; injury to, or destruction of property, including without limitation, the loss or use of property, or any other cause of action whatsoever, arising out of, resulting from, or which would not have occurred or existed but for Licensee's (and its employees', contractors', agents', officers', and guests') use of the Zebulon Community Center. This indemnity shall include, without limitation, any and all liabilities, demands, claims, damages, losses, costs and expenses caused, or alleged, to have been caused by any negligence or any other act or omission of Licensee or Licensee's employees, contractors, agents, officers or guests. The undersigned Licensee certifies that it has read the above rental policies and understands that it is responsible for Licensee and its guests adhering to the policies at the event for which Licensee has reserved and rented the Zebulon Community Center.

(The remainder of this page is intentionally blank. The next page is the signature page.)

IF LICENSEE IS AN INDIVIDUAL:

Print Name: _____

Signature: _____

Date: _____

IF LICENSEE IS AN ENTITY:

Print Entity Name: _____

By: _____
(Signature of authorized person)

Name: _____
(Print name of authorized person)

Title: _____
(Print capacity of authorized person (President, Vice President, etc.))

Date: _____

ZEBULON PARKS AND RECREATION DEPARTMENT
CONCESSION/ADMISSION/CATERING/FOOD TRUCK PERMIT POLICY
(One form needed per company/organization)

This policy is intended to permit situations where concessions, admission, or food is sold at a Parks and Recreation facility. A permit request application and all required documentation must be submitted to the Recreation Assistant no later than 2 weeks prior to the event date. If the required documentation is not submitted, the Town of Zebulon may cancel this agreement, and Licensee shall forfeit all rights to refund any monies paid.

Concessionaires/Food Trucks/Caterers -

1. NC Sales and Use Tax Certificate - copy must be submitted - This certificate is required for the sales of *tangible* products (i.e. not rides). Vendors/Concessionaries are responsible for obtaining this – the office for The North Carolina Department of Revenue is located at 501 N. Wilmington Street, Raleigh, NC, 27603. Contact number: 1 (877) 252-3052. There is no fee to obtain this document. [NOTE: After 1/1996 this has been a computer-generated document called a “Merchant’s Certificate of Registration” with a nine-digit number beginning with 600XXXXXX. Prior to 1/1996 the certificate looked very different, and the number had 4 sets of digits: 3#s-1#-3#s-5#s. A vendor should have either of these certificates or, if it was applied for recently, the application copy which has a nine-digit number on it.
2. Insurance – copy must be submitted - The Certificate of Insurance in the business name of the company and with General Liability limits of at least \$1,000,000. Depending on the event being described, the Town of Zebulon may require up to \$5,000,000 in liability coverage. The Town of Zebulon must be listed as an additional insured for the specific rental event.
3. Local County Health Department Inspection: Food Vendors Only- A food vendor may work ONE festival in the State of North Carolina PER MONTH for no more than two (2) consecutive days off premises from their normal operation site and NOT be required to have a Health Department Inspection. Food vendors shall sign a statement that they meet these criteria to not have this inspection certificate. All businesses that are actively serving food are required to have their sanitation grade posted at all times.
4. Department of Agriculture Inspection: If vendors fall under the Department of Agriculture Food and Drug division, an inspection from the Department of Agriculture will be required.
5. Active Business Entity: Businesses must have a business name registered with the Secretary of State and have an active status.
6. Non-profits: All non-profits must be an active business entity. Only pre-packaged items allowed. County and local health department inspections may be required if applicable.

Admissions/Gate (team or individual)-

1. Insurance – copy- The Certificate of Insurance in the name of the company and with General Liability limits of at least \$1,000,000. Depending on the event described, The Town of Zebulon may require up to \$5,000,000 in coverage. The Town of Zebulon must be listed as an additional insured for the specific rental event.
2. Location – The Parks and Recreation Department will review an acceptable location for admission to be charged. If admission is being charged at athletic facilities, park entrances are not acceptable locations.
3. Signage – If admission is being collected, the organization must have a sign posted. The sign must include the organization name, admission price, and state that the fee applies to the event only.

(The remainder of this page is intentionally blank. The policy continues on the next page.)

General Rules and Regulations for Catering Events-

1. **NO** alcoholic beverages of any kind (including beer, wine products, hard liquor, liqueurs, home-brewed concoctions, etc.) are permitted at any of the Zebulon Parks. Events in the Zebulon Community Center that are wishing to serve alcohol, must complete *the Zebulon Community Center Reservation and Rental Supplement Policy for Events That Include Alcohol*.
2. All catered events must have all equipment, food, and cookers hand carried or rolled to the intended Picnic Shelter, Community Center, outdoor area, or other isolated location. **Vehicles are restricted to public roads and parking areas.** In example: Do not drive to picnic shelters on grass, etc. Food trucks must coordinate with Recreation Assistant to identify parking locations.
3. Lights, electricity, and water are not guaranteed at your outdoor rental.
4. Assistance for carrying items to and from isolated areas is the responsibility of the person and/or organization conducting the event.
5. The caterer and the group are responsible for keeping areas clean during and after use. No decorations may be attached to picnic shelters, structures, and surfaces of the Community Center. All decorations must subsequently be removed upon the completion of the event. **NO** decorations of any type may be posted on room walls, doors/door frames, windows/window frames, ceilings, or floors. All decorations must be listed on the initial rental application and approved by the Parks and Recreation Department.
6. All grease and food scraps must be collected in a container and disposed of in the garbage. **DO NOT** pour grease, oil, or fat into any drain.
7. Do **NOT** remove tables from rooms or Picnic Shelters. No alterations should be made to any Picnic Shelter Site.
8. Licensee or permitted caterer will be required to provide a public liability insurance policy in the amount of at least \$1,000,000 and up to \$5,000,000 depending on the event, per claim, naming the Town of Zebulon and Licensee as insured parties and covering claims for injuries, deaths, and/or property damage arising out of the use of premises by Licensee. Proof of this liability insurance coverage is required.
9. All Catering businesses must be registered as a business, submit a valid Tax Identification Number or Certificate and submit a County Health Department Kitchen Inspection. Any Catering business that wishes to serve alcoholic beverages at the Zebulon Community Center, must submit an ABC Permit Number.

Liability Waiver (Permit Applicant)

The undersigned user certifies that it has read and signed the Zebulon Parks and Recreation terms for CONCESSION/ADMISSION/CATERING/FOOD TRUCK PERMIT and agrees to abide by its terms. Said user agrees to defend, indemnify and save harmless the Town of Zebulon, its employees, contractors, agents, and officers each severally and separately, from and against any and all liabilities, demands, claims, damages, losses, costs and expenses of whatsoever kind of nature connection with the license or use of the facility contemplated by this application including, without limitation, any and all direct and indirect costs and defense, made against, or incurred or suffered by, any such indemnities as a direct or indirect consequence of injury, sickness, or disease, including death, to persons: injury to, or destruction of property, including without limitation, the loss or use of property, or any other cause of action whatsoever, arising out of, resulting from, or which would not have occurred or existed but for this license agreement. This indemnity shall include, without limitation, any and all liabilities, demands, claims, damages, losses, costs, and expenses caused, or alleged to have been caused by any negligence or any other act or omission of contract signee or signee's employees, contractors, agents, officers, or guests

(The remainder of this page is intentionally blank. The next page is the signature page.)

IF LICENSEE IS AN INDIVIDUAL:

Signature: _____

Print Name: _____

Date: _____

IF LICENSEE IS AN ENTITY:

(Print Entity Name) _____


By: _____
(Signature of authorized person)

Name: _____
(Print name of authorized person)

Title: _____
(Print capacity of authorized person (President, Vice President, etc.))

Date: _____

Topic: Historic Marker Project

Speaker: Michael J. Clark, AICP, CZO, Planning Director
From: Michael J. Clark, AICP, CZO, Planning Director
Prepared by: Michael J. Clark, AICP, CZO, Planning Director
Approved by:  Joseph M. Moore II, PE, Town Manager

Executive Summary:

The Board of Commissioners will receive information regarding a collaborative effort with Wake County Historic Preservation to install two historical markers recognizing significant locations within the Town of Zebulon.

Background:

Much like many areas of the County, significant historic resources were lost for various reasons. However, this is even more true within African American communities and neighborhoods. As such, the Town has partnered with Wake County Historic Preservation to recognize two of these locations: Mt. Pisgah Prince Hall Lodge No. 65. and the Wakefield-Zebulon Rosenwald School.

Wake County has hired a consultant to prepare language for the proposed signs, however both Wake County and Town Staff feel it is important to provide an opportunity for input from the local community.

Discussion:

The discussion before the board is to provide additional insight and information that might be pertinent to the proposed text.

Policy Analysis:

The sign project and proposed text is a tool to achieve the 2030 Strategic Plan's Small Town Life as it recognizes the historic significance of these two locations, not only to the African American community, but to the Town of Zebulon as a whole.

Financial Analysis:

The Town has partnered with Wake County Historic Preservation for the construction and installation of these markers with previously allocated funds. Wake County Historic Preservation is paying for the production of one of the markers and the research. They have indicated that the funds need to be spent before the end of the fiscal year. The Town's contribution is for the construction of the second sign and installation and is being funded by Planning Department Professional Services funds which will be rolled over to the next fiscal year.

Staff Recommendation:

Receive as information and provide feedback on proposed text.

Attachments:

1. Sample Language for Historic Markers

Historic Marker Signs – Attachment 1

Mt. Pisgah Prince Hall Lodge No. 65

Prince Hall Freemasonry began as a Masonic fraternal organization for freed African slaves during the Revolutionary War, receiving its first charter in 1784. The Prince Hall Free & Accepted Masons of North Carolina was founded in 1870. The Mt. Pisgah Prince Hall Lodge No. 65 was chartered in 1892 and served as a community meeting place for the African American men of the Wakefield community. The present building, a two-story concrete block lodge, is thought to have replaced an existing lodge dating to the late 19th century. The cornerstone reads, "Built 1892, Rebuilt 1964; William P. Dunn & Secretary R.P. Richardson." The lodge stands as an example of a black fraternal building and community center at the end of the Jim Crow era.

Wakefield-Zebulon (Rosenwald) School

A seven-classroom brick school building for African American students was constructed on this site in 1925. A shop building was added in 1931. The new buildings were funded in part by the Rosenwald Fund, established by the President of Sears, Roebuck, & Co. and inspired by the work of Booker T. Washington to help build more than 5,000 schools and supporting structures for African Americans in the rural South between 1917 and 1932. In 1944, the school changed its name to the Shepard School to honor Dr. James E. Shepard, founder of what became North Carolina Central University. The Shepard School closed in 1970 and was incorporated into Wake County's newly-integrated school system, later destroyed by a tornado in 1996. An earlier African American community school building, now a private residence, is located approx. 400 feet south.

STAFF REPORT
ORDINANCE 2022-51
FISCAL YEAR 2023 BUDGET ORDINANCE
JUNE 6, 2022

Topic: Fiscal Year 2023 Town of Zebulon Budget Ordinance

Speaker: Joseph M. Moore, II, PE – Town Manager

Approved by:  Joseph M. Moore, II, PE – Town Manager

Executive Summary:

The Board will consider the Town of Zebulon Fiscal Year 2022 - 2023 Budget Ordinance.

Background:

In accordance with the Local Government Budget and Fiscal Control Act (NC General Statute 159), the Town Manager submitted the FY '23 Budget Message to the Board of Commissioners on May 2, 2022.

The Board subsequently convened three Budget Work-Sessions on May 10, May 18, and May 26 in order to hear detailed components of, and offer public input on, the FY '23 Budget. As part of the May 10th Work Session, Staff recommended allocation of American Rescue Plan funds towards the W. Horton Stormwater project. While presented during a Budget Work Session, the decision on how to allocate those funds is independent of the decision on the Budget Ordinance.

The Board scheduled a Budget Public Hearing on June 6, 2022, and upon its conclusion has satisfied all statutory requirements to adopt the FY 2022 - 2023 Budget Ordinance.

Discussion:

The Board may:

1. Adopt the Budget Ordinance as submitted.
2. Modify the Budget Ordinance.
3. Table the discussion until a meeting on, or before, June 30.

Policy Analysis

The Budget Ordinance funds the programs and projects consistent with Zebulon's Strategic Plan.

Fiscal Analysis

The Budget Ordinance establishes the expected revenues and expenditures for the coming fiscal year.

Staff Recommendation:

Staff recommends adopting the Recommended FY '23 Budget Ordinance.

Attachment(s):

1. Ordinance 2022-51 (FY '23 Budget)

ORDINANCE 2022-51

Town of Zebulon Fiscal Year 2022-2023 Budget Ordinance

BE IT ORDAINED, consistent with North Carolina General Statutes, Chapter 159-13, that on June 6, 2022, the Board of Commissioners for the Town of Zebulon approved the operating budget for Fiscal Year 2022-2023. Certain other authorizations and restrictions also are adopted.

Section I. Levy of Taxes.

An Ad Valorem tax rate of \$0.575 per \$100.00 assessed valuation for taxable property listed as of January 1, 2022 is hereby established as the tax rate for the Town of Zebulon for Fiscal Year 2022-2023. Under authority of NC General Statute 20-97, an annual license tax of \$30.00 is levied on each vehicle in the Town of Zebulon.

Section II. General Fund.

A. Anticipated Revenues & Funding Sources

Property Taxes-Current Year	\$9,109,000
Property Taxes-Prior Years	28,000
Tax Penalty & Interest	15,000
Rental Vehicle Taxes	15,000
Privilege License Taxes	500
Motor Vehicle Decal Fees	175,000
Wake County Sales Tax -1 Cent (Article 39)	830,000
Wake County Sales Tax – ½ Cent (Articles 40 & 42)	760,000
Wake County Sales Tax – ½ Cent (Article 44)	280,000
NC Utilities Franchise Taxes	600,000
NC Video Programming Taxes	27,000
NC Beer & Wine Taxes	21,500
PEG Channel Funds	54,000
NC Powell Bill Funds	199,500
Congressional Grant	700,000
Recreation Impact Fees	379,000
Public Safety Grant	24,500
Wake County Fire Tax Distribution	1,109,800
Additional Fire Tax Revenue	13,500
Lease Purchase Proceeds	155,000
Solid Waste Disposal Tax Distribution	3,600
Interest Earnings-General Fund	3,000
Officer & Jail Fees	1,250
Zoning Permits & Fees	250,000
Code Enforcement Fees	1,500

Street & Sidewalk Inspection Fees	80,000
PW Inspection Fees	20,000
Fire Inspection Fees	25,000
Industrial Dr Traffic Control-Nomaco	6,000
Industrial Dr Traffic Control-EW Academy	6,000
Refuse Collection Fees	780,000
Youth Athletic League Fees	20,000
Adult Athletic League Fees	2,000
Recreation Program Sponsorships	2,500
Recreation Class Fees	15,000
Park Facility Rental Fees	10,000
Farmers Market Vendor Fees	2,000
Community Center Rental Fees	15,000
Recreation Camp Fees	7,500
Lease Payments-Stadium	4,400
Lease Payments-Cell Towers	85,000
Miscellaneous Revenues	10,000
Wake County ABC Distribution	45,000
Fund Balance Appropriation	3,033,000
	<hr/>
Total Revenues & Funding Sources	\$18,924,050

B: Authorized Expenditures

Governing Body	
Operating	\$453,715
Budget & Finance	
Operating	460,200
Administration	
Operating	1,490,342
Capital	65,000
Planning	
Operating	644,330
Capital	6,450
Public Works – Property & Project Management	
Operating	987,800
Capital	670,000
Debt Service	321,550
Police	
Operating	3,045,442
Capital	393,000

Public Works - Operations	
Operating	2,196,550
Capital	2,188,000
Debt Service	87,000
Fire	
Operating	2,427,244
Capital	407,650
Debt Service	174,475
Powell Bill	
Operating	4,500
Capital	195,000
Parks & Recreation	
Operating	1,173,202
Capital	474,600
Community & Economic Development	
Operating	86,000
Capital	972,000
	<hr/>
Total Expenditures	\$18,924,050

Section III. Fee Schedule

There is hereby established for Fiscal Year 2022-2023 a schedule of various fees, penalties, privilege license taxes, and fines as included as an attachment to this ordinance as an appendix.

Section IV. Authorized Positions.

There is hereby established for Fiscal Year 2022-2023 a schedule of authorized full-time positions for the Town of Zebulon. Positions established are initially established by the annual budget ordinance. Changes to this schedule may occur during the fiscal year, as authorized by the Town Manager, including but not limited to position changes during the year.

Section V. Salary Schedule.

There is hereby authorized for Fiscal Year 2022-2023 a 3.0% adjustment to the Town's salary schedule. Changes to this schedule may occur during the fiscal year, as authorized by the Town Manager, including but not limited to grade and position changes during the year.

Section VI. Purchase Orders.

All purchase orders will be pre-audited in accordance with the Local Government Budget and Fiscal Control Act and issued on all purchases over \$2,000.00.

Section VII. Budget Officer Authorization.

- A. The Budget Officer or his/her designee shall be authorized to reallocate operational appropriations within a department and between departments within a fund up to \$10,000.00 as deemed necessary. These reallocations shall be reported to the Board at the first regularly scheduled meeting of the month.
- B. Interfund transfers established by this ordinance may be accomplished without additional approval from the Board.
- C. The Budget Officer shall be authorized to hire personnel in positions authorized by the Board and to set the compensation in accordance with the Salary Schedule and the Personnel Policy.
- D. The Budget Officer shall be authorized to award merit increases to employees as deemed appropriate after consultation with appropriate personnel, in accordance with the Salary Schedule and the Personnel Policy.

Section VIII. Board Budget Responsibilities.

- A. Reallocations between operational appropriations within a department and between departments in excess of \$10,000.00 shall require Board authorization.
- B. Reallocations between operational appropriations and capital appropriations within and between departments and reallocations between capital appropriations within and between departments shall require Board authorization.
- C. Interfund transfers, except as noted in Section VIII, Item B, shall require Board authorization.
- D. The utilization of any unappropriated fund balance shall require Board authorization.

Section IX. Utilization of Budget Ordinance.

This ordinance shall be the basis of the financial plan for the Town of Zebulon during the Fiscal Year 2022-2023. The Budget Officer shall administer the budget and shall insure the operating officials are provided guidance and sufficient details to implement their appropriate portion of the budget. The Budget & Finance Department shall establish and maintain all records which are in consonance with this ordinance, and the appropriate statutes of the State of North Carolina.

Adopted this 6TH day of June, 2022.

Effective July 1, 2022.

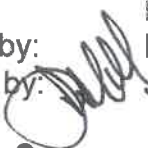
Glenn L. York — Mayor

SEAL

Lisa M. Markland, CMC—Town Clerk

STAFF REPORT
AMENDMENT TO BOARD
MEETING CALENDAR 2022
JUNE 6, 2022

Topic: AMENDMENT TO BOARD MEETING CALENDAR 2022

Speaker: Joe Moore, Town Manager
From: Lisa Markland, Town Clerk
Prepared by: Lisa Markland, Town Clerk
Approved by:  Joseph M. Moore II, PE, Town Manager

Executive Summary:

The Board of Commissioners 2022 meeting calendar.

Background:

The Board adopted their meeting schedule for 2022 on December 6, 2021. To make changes to the meeting schedule the Board must amend the schedule by motion and adoption at a Board of Commissioners meeting.

Staff is proposing the following changes to the meeting schedule for the remainder of 2022.

1. July 11 – Remove – Staff has no items
2. August 25 – Add – Strategic Plan Mini Retreat
3. September 15 – Add – Work Session
4. September 22 – Change – Capital Projects Mini Retreat
5. October 27 – Add – Bond Referendum Mini Retreat

Discussion:

The discussion before the Board is whether to adopt the proposed amendments to the meeting schedule for 2022.

Policy Analysis:

N/A

Staff Recommendation:

Staff recommends adopting the proposed amendment to the meeting schedule for 2022.

Attachments:

1. Proposed meeting schedule

**ZEBULON BOARD OF COMMISSIONERS
2022 Regular Meeting Schedule**

Day and Date

Board of Commissioners Meeting

Monday	January 3, 2022	
Monday	February 7, 2022	
Wednesday	February 23, 2022	Mini Retreat
Monday	March 7, 2022	
Thursday	March 24, 2022	Mini Retreat
Monday	April 4, 2022	
Thursday	April 14, 2022	Mini Retreat
Monday	May 2, 2022	
Monday	June 6, 2022	Budget Public Hearing
Monday	July 11, 2022	
Monday	August 1, 2022	
Thursday	August 25, 2022	Mini Retreat
Monday	September 12, 2022	
Thursday	September 22, 2022	Mini Retreat
Monday	October 3, 2022	
Thursday	October 27, 2022	Mini Retreat
Monday	November 7, 2022	
Monday	December 5, 2022	
Monday	January 9, 2023	

**Day and Date of Board of
Commissioners Work Session**

Thursday	January 20, 2022	
Thursday	February 17, 2022	
Thursday	March 17, 2022	
Thursday	April 21, 2022	
Tuesday	May 10, 2022	} Budget - No Additional Items
Wednesday	May 18, 2022	
Thursday	May 26, 2022	
Thursday	June 16, 2022	
No Meeting in July		
Thursday	August 18, 2022	
Thursday	September 15, 2022	
Thursday	October 20, 2022	
Thursday	November 17, 2022	
Thursday	December 15, 2022	
Thursday	January 26, 2023	

Zebulon Board of Commissioners
Special Called Meeting
Minutes
May 25, 2022

Present: Glenn York, Beverly Clark, Quentin Miles, Shannon Baxter, Larry Loucks, Joe Moore-Town Manager, Lisa Markland-Town Clerk

This was meeting of the Boards from Wendell, Knightdale, Rolesville and Zebulon as well as their Town Managers, clerks and various other staff members.

A meal was shared beginning at 7:15pm before presentations began.

There was a presentation by Tim Maloney and Sharon Peterson from Wake County Planning Department. They gave a presentation on PLANWake and an overview of the updated demographics for the county.

An overview of Smart Ride NE that was launched on March 21, 2022 was given.

The Mayor for Knightdale gave a community update for the Town of Knightdale.

Mayor Gray gave the update for the Town of Wendell.

Shannon Baxter gave the community update for the Town of Zebulon.

The Mayor of Rolesville gave an update for the Town of Rolesville.

The next quarterly meeting of the Eastern Wake County Local Government Association will be hosted by Rolesville.

The meeting wrapped up at 8:45pm

Adopted this the 6th day of June 2022.

Glenn L. York—Mayor

SEAL

Lisa M. Markland, CMC—Town Clerk

Zebulon Board of Commissioners
Budget Work Session
Minutes
May 26, 2022

Present: Glenn York, Beverly Clark, Quentin Miles, Shannon Baxter, Larry Loucks, Jessica Harrison, Joe Moore-Town Manager, Lisa Markland-Town Clerk, Bobby Fitts-Finance, Chris Perry-Fire, Chris Ray-Public Works, Jacqui Boykin-Police, Michael Clark-Planning, Sam Slater-Attorney

Mayor York called the meeting to order at 6:00pm.

APPROVAL OF AGENDA

Commissioner Clark made a motion, second by Commissioner Miles to approve the agenda. There was no discussion and the motion passed unanimously.

FY '23 BUDGET WORK SESSION #3

A. Budget Presentation #3

Joe Moore gave an overview of the topics to be discussed at the meeting.

The FY22 transportation capital budget was shown to provide an update on the projects and to show how expenditures and revenues looked for the FY 23 budget. The FY 22 street and throughfare expenditures totaled \$1,490,000 and included street paving, intersection improvements and thoroughfare improvements. The FY 22 revenue sources included dedicated property tax, motor vehicle tag fee, Powell Bill, transportation impact fee and street capital reserves.

Chris Ray spoke about the FY 22 annual paving program. The projects included:

- 100 block East Vance Street
- Yates Place
- Wellington Drive
- Southland Drive

The total construction would total \$330,000.

The paving grading system was explained. The average roads in Town had a 90.7% average and 13% were in moderate condition and 7% were in poor condition.

Chris Ray spoke about the N. Arendell and Green Pace and Old Bunn and Shepard School widening and signal projects. Commissioner Loucks asked if there was any consideration of a roundabout at the Old Bunn and Shepard School intersection. The traffic engineers felt a signal was the best option.

There was discussion about the breakdown of the permits.

Joe Moore stated there were no additional funds for the signal projects in FY 23 since the construction phase had not started. Staff would present a budget appropriation mid-year once the project was ready for construction.

Sheila Long offered a follow-up to the Parks and Recreation CIP presentation to answer questions from the Board. There was discussion about bathrooms at Gill Street Parks and the associated costs and the ramifications to other neighborhood parks if installed. A table from the National Parks and Recreation Association showing the classifications of parks and their typical uses was shown. The classifications included mini parks, neighborhood parks, community parks, natural area, special use and greenway. Gill Street Park was classified as a neighborhood park.

The Play Zebulon Parks and Recreation Master Plan was adopted in September 2021 as a systemwide vision and Sheila Long spoke about some of the needs identified in the plan.

The specifics for a neighborhood park were identified. Bathrooms at neighborhood parks would be a systemwide decision and would need to be adopted into the policy. The four proposed neighborhood parks were shown on the map.

Joe Moore clarified that only the most pressing needs were budgeted in the FY 23 parks budget. At the fall work sessions, staff would provide a better assessment of collected funds from Parks and Recreation impact fees for the Board to prioritize projects in the Parks and Recreation Plan.

The fleet capital budget was detailed. There were three classes of fleet vehicles: light duty, medium duty and heavy duty. Each class of vehicle was explained.

B. Board Comments, Questions and Requests

Staff handed out information on employees' and Board's salaries and comparisons.

Commissioner Loucks asked for a spreadsheet of staff names and salaries.

Commissioner Baxter asked about the increase to the Board's travel and training budget. Joe Moore explained there was increased participation in conferences and training so the FY 23 travel and training recommended budget was increased.

There were questions about non-profit funding. Joe Moore stated there were changes to the North Carolina General Statute on who a Board could award funds to and the Town's Strategic Plan grant funding policy needed to be updated.

Commissioner Baxter asked about the banquet charge for the Citizen's Academy. It was explained the Citizen's Academy program was a six-to-eight-week program and when attendees concluded all modules, there would be a graduation type ceremony for the Board to recognize the citizens who have completed the academy.

C. Public Input

The Town Clerk did not receive any comments, and no one in the audience wished to speak.

Board of Commissioners
Minutes
May 26, 2022

Commissioner Loucks made a motion, second by Commissioner Clark to adjourn. There was no discussion and the motion passed unanimously.

Adopted this the 6th day of June 2022.

Glenn L. York—Mayor

SEAL

Lisa M. Markland, CMC—Town Clerk

STAFF REPORT
ORDINANCE 2022-46
BUDGET AMENDMENT APPROPRIATING FUNDS
FOR POLICE & FIRE OFF-DUTY EMPLOYMENT REIMBURSEMENT
JUNE 6, 2022

Topic: FY 2022 Budget Amendment Request – Ordinance 2022-46

Speaker: Bobby Fitts, Finance Director (if pulled from Consent)

Prepared by: Bobby Fitts, Finance Director

Approved by: Joseph M. Moore II, PE, Town Manager

Executive Summary:

The Board of Commissioners will appropriate \$40,000 in revenues received for the employment of off-duty officers at US Foods and Five County Stadium.

Background:

Local businesses, such as the Carolina Mudcats and GSK formerly paid directly for off-duty Town of Zebulon Police officers hired for security. With the change within the last couple of years in Carolina Mudcats ownership, it was requested that off-duty employment be paid through the Town and then reimbursed by the business requesting the service. With this change, to simplify things and be consistent for all parties, off-duty employment is paid through Town and reimbursed by businesses.

Fiscal Impact:

The rate of pay includes benefits (FICA, retirement). For fiscal year-to-date 2022, this total of \$40,000 will cover employment for assignments worked in July 2021 through June 2022.

Procedure:

Per NCGS 159-15, the Board must recognize revenue received in order to assign that revenue to a particular function or line item.

Policy Analysis:

NCGS 159-15, as part of The Local Government Budget and Fiscal Control Act, allows amendments to the budget ordinance with Board approval.

Staff Recommendation:

Staff recommends approval of Ordinance 2022-46.

Attachments:

1. Ordinance 2022-46

ORDINANCE 2022-46

BE IT ORDAINED by the Board of Commissioners of the Town of Zebulon, that pursuant to North Carolina General Statutes 159-15, the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2022.

Section 1. To amend the General Fund budget as follows:

	INCREASE	DECREASE
REVENUES		
Police/Fire Off-Duty Employment Reimbursement	\$40,000.00	
EXPENDITURES		
Police—Salaries	\$31,200.00	
Police—FICA	2,200.00	
Police—Retirement	5,300.00	
Fire—Salaries	1,050.00	
Fire—FICA	80.00	
Fire—Retirement	170.00	

Section 2. Copies of this amendment shall be furnished to the Town Clerk, and to the Budget Officer, and to the Finance Officer for their direction.

Adopted: June 6, 2022

Effective: June 6, 2022

Glenn L. York - Mayor

ATTEST:

Lisa M. Markland, CMC - Town Clerk

STAFF REPORT
ORDINANCE 2022-52
BUDGET AMENDMENT APPROPRIATING SALES
TAX REVENUE FOR GOVERNING BODY PROFESSIONAL
SERVICES & POLICE FUEL EXPENSE
JUNE 6, 2022

Topic: FY 2022 Budget Amendment Request – Ordinance 2022-52

Speaker: Bobby Fitts, Finance Director (if pulled from Consent)

Prepared by: Bobby Fitts, Finance Director

Approved by: Joseph M. Moore II, PE, Town Manager

Executive Summary:

The Board of Commissioners will consider appropriating \$155,000 in current year sales tax revenues.

Background:

Current year sales tax revenues are projected to be more than \$600,000 over the budgeted amount. This is due to robust sales. As shown in monthly updates, sales tax collections for this year have been about 50% above the prior year. It is projected that we will collect approximately \$1.9 million this year.

Fiscal Impact:

This appropriation is proposed to go towards the shortfall in the Governing Body Professional Services and Police Department Fuel Expense line items. The Professional Services line item is projected to go over budget by \$125,000 due to above expected legal fees associated with growth driven issues. (The March work session conveyed 73% of billings through December 31, 2021 were growth related.) Other unbudgeted expenditures such as the reception for the outgoing mayor were incurred.

As mentioned in prior updates, numerous departments were going to go over budget in Fuel Expense due to inflationary increases to fuel prices. Most departments can cover the shortfall with other line items. The Police Department overage is such that it cannot. A \$30,000 appropriation is needed to cover this shortfall.

Procedure:

Per NCGS 159-15, the Board must recognize revenue received in order to assign that revenue to a particular function or line item.

Policy Analysis:

NCGS 159-15, as part of The Local Government Budget and Fiscal Control Act, allows amendments to the budget ordinance with Board approval.

Staff Recommendation:

Staff recommends approval of Ordinance 2022-52.

Attachments:

1. Ordinance 2022-52

ORDINANCE 2022-52

BE IT ORDAINED by the Board of Commissioners of the Town of Zebulon, that pursuant to North Carolina General Statutes 159-15, the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2022.

Section 1. To amend the General Fund budget as follows:

	INCREASE	DECREASE
REVENUES		
Wake Co Sales Tax – Article 39	\$125,000.00	
Wake Co Sales Tax – Article 40 & 42	30,000.00	
EXPENDITURES		
Governing Body—Professional Services	\$125,000.00	
Police—Fuel Expense	30,000.00	

Section 2. Copies of this amendment shall be furnished to the Town Clerk, and to the Budget Officer, and to the Finance Officer for their direction.

Adopted: June 6, 2022

Effective: June 6, 2022

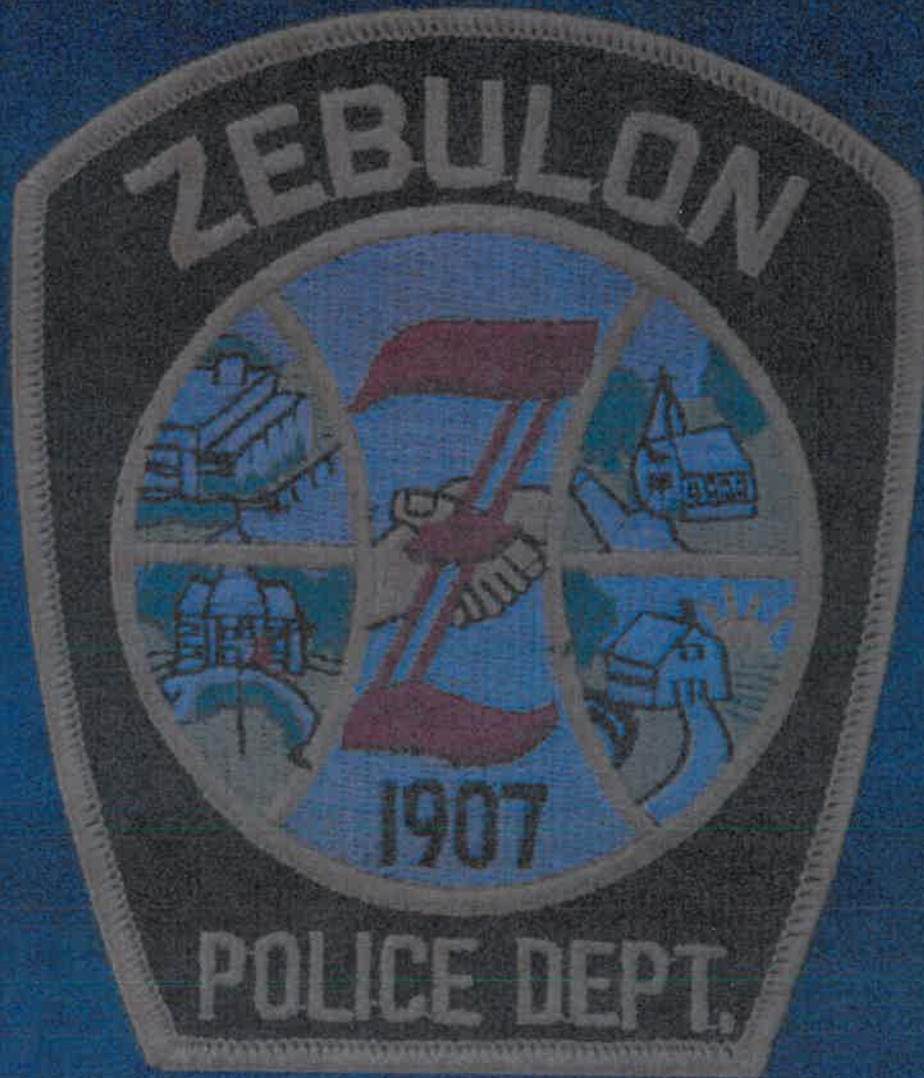
Glenn L. York - Mayor

ATTEST:

Lisa M. Markland, CMC - Town Clerk

1st Quarter Report

**JANUARY - MARCH
2022**



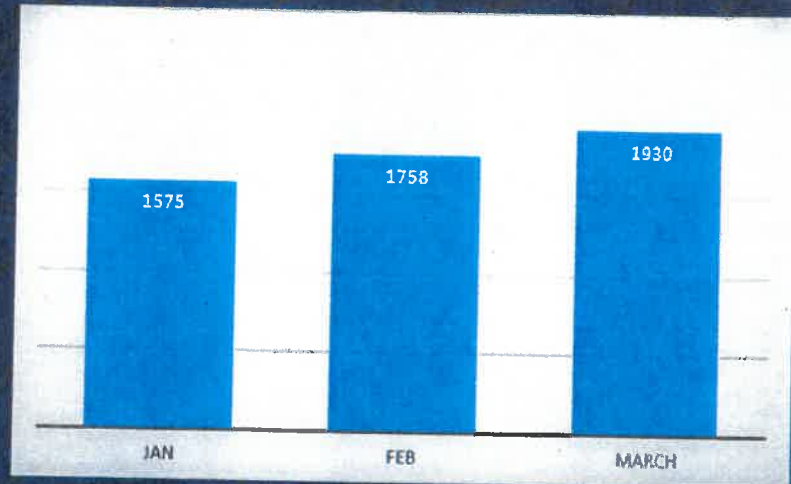
**ZEBULON POLICE
DEPARTMENT**

CALLS FOR SERVICE

JAN- 1575 FEB- 1758 MAR- 1930

INCREASE IN CALL VOLUME

There were a total of 5,263 calls for the first quarter. This is a 54% increase from the same quarter last year. Proactive, self-initiated activity continues to be a primary objective for officers, resulting in this increase.



CRIME TRENDS

There were 12 Violent *(Murder, Rape, Robbery, Assault) and 61 Property* (Burglary, Larceny, Auto theft, Arson) crimes reported in the 1st quarter, down 3% from the 3 year average.

*This is the most common means of reporting crime rate

TYPE OF CRIME	JAN	FEB	MAR
PERSON	4	3	3
PROPERTY	16	14	31
WEAPON VIOLATIONS	0	2	0
DRUG VIOLATIONS	11	5	5
SIMPLE ASSAULT	11	10	6
DWI	3	3	0
VANDALISM	1	2	3

K-9 PRODUCTIVITY

Special Events Special Olympics Fundraising	Tracks 4	Building Search 0
Drug Seizures Percocet, Meth, Heroin, Marijuana	Assist Another Agency 9	Training Hours 24
Narcotics Search 12	Article Search 1	Vehicle Search 11



1Q AVERAGE RESPONSE TIMES

To Priority 1, Emergency Calls; 2021 Average- 5:55

JAN

5:22
MIN.

FEB

6:51
MIN.

MAR

5:49
MIN.

SELF-INITIATED



Traffic Stops: 573
Foot Patrols: 97
Security Checks: 2647



Proactive policing reduces crime rate

CITATIONS

108 ←

96 ←

117 ←

JAN

FEB

MAR

WARNINGS

→ 99

→ 76

→ 77



SHIFTS AT MINIMUM STAFFING

JANUARY: 42%
FEBRUARY: 34%
MARCH: 29%

COMMUNITY INVOLVEMENT



ZEBULON COMMUNITY ALLIANCE JAN

ZPD coordinated a community alliance with faith leaders in and around Zebulon. In January, the learned about our K9 and Open Gym Programs.



COFFEE WITH A COP FEB

Each of the patrol teams hosted Coffee with a Cop in February. Citizens were invited to drive thru, stop in, or sit down and chat with our staff at the PD and McLeans. We also partnered with other local LEOs for CwC in Wendell!



OPEN GYM MAR

Detectives continued with the Open Gym Program on Wednesday afternoons. 6 months into the project, we have 12-15 kids coming on a regular basis.

Community Outreach/Engagement Hours

160

DID YOU KNOW?

In January, the department implemented a physical fitness program.

Police candidates are required to complete the Police Officers Physical Abilities Test (POPAT) while in the academy. POPAT simulates a chase and apprehension of a suspect and rescue of a victim. Cadets must complete both portions of the test in less than 9 minutes. ZPD officers will now be required to test annually, to evaluate overall wellness.

TRAINING



1287 hours of training was completed in 1Q. All staff attended 24 hours of state mandated in-service training this quarter, which included legal update, domestic violence, wellness, ethics, community engagement, and minority sensitivity training. This year, the Chief implemented physical fitness testing for all staff, along with Subject Control and Arrest Techniques, which was also completed in the first quarter.

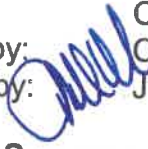


NEW HIRE



Jordan Hughes came to us via Raleigh PD. She has three years of experience in law enforcement. Jordan hails from Ohio and attended college in Connecticut. She was sworn in on Jan 19.

Topic: Renewal of Fire Contract with Wake County

Speaker: Chris Perry, Fire Chief
From: Chris Perry, Fire Chief
Prepared by: Chris Perry, Fire Chief
Approved by:  Joseph M. Moore, II, PE, Town Manager

Executive Summary:

Consideration of approval of the contract of fire services with Wake County.

Background:

Since 2000, the Town of Zebulon has contracted with Wake County to provide fire services to the unincorporated areas around the corporate limits of Zebulon. The contract includes provision of fire and medical first responder services. These contracts have historically been in effect for ten year periods.

The current agreement for fire protection services expires June 30, 2021. This agreement moves to a 3-year agreement (due to rapid growth and changes in Wake County) and expires on June 30, 2025. The proposed agreement was reviewed by the Town Attorney.

Discussion:

The discussion before the Board is to approve or deny the attached contract to provide fire protection services.

Fiscal Analysis:

Through this contract, Wake County shares costs of operational and capital fire expenses, per the established cost share formula. For FY23, Wake County's cost share is proposed at 37.8%, based upon the funding methodology, which is the same formula as utilized in the past years.

Policy Analysis:

N.C.G.S. 153A-233 authorizes counties to contract for fire-fighting or prevention services with cities or other units of local government, and further authorizes appropriation of funds not otherwise limited by law.

Staff Recommendation:

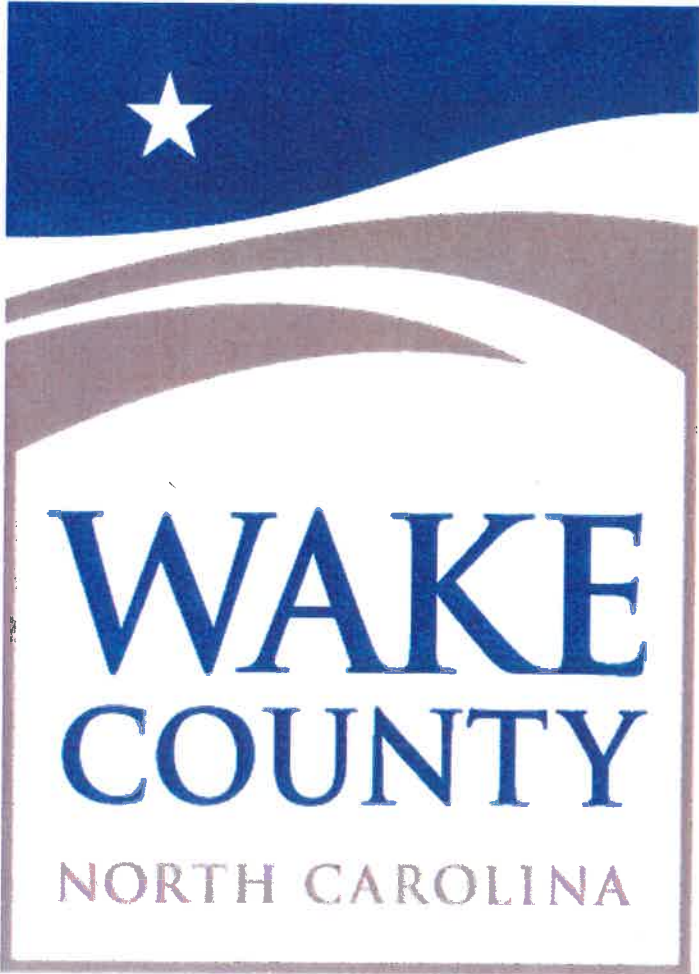
Staff recommends approval of attached contract.

Attachments:

1. Proposed Fire Protection Contract

MUNICIPAL FIRE PROTECTION AGREEMENT

TOWN OF ZEBULON



FY2023 – FY2025

Table of Appendices

Title	Appendix
Fire Insurance and Response District	A
Mutual Aid Agreement	B
Automatic Aid Agreement	C
FEMA Disaster Services	D
Business Associate Agreement	E
Contract Amendments	F

Table of Appendices

Title	Appendix
Fire Insurance and Response District	A
Mutual Aid Agreement	B
Automatic Aid Agreement	C
FEMA Disaster Services	D
Business Associate Agreement	E
Contract Amendments	F

**STATE OF NORTH CAROLINA
COUNTY OF WAKE**

THIS AGREEMENT, made and entered into this the 1st day of, July 2022, by and between WAKE COUNTY, hereinafter referred to as the "County", and the Town of Zebulon, hereinafter referred to as the "Town";

RECITALS:

- A. WHEREAS, North Carolina General Statutes §69-25.5 provides that the board of county commissioners may provide for fire protection in a fire protection district by contracting with any incorporated city or town; and
- B. WHEREAS, North Carolina General Statutes §153A-233 additionally provides that a county may contract for fire-fighting or prevention services with counties, cities, or other units of local government, and may for these purposes appropriate funds not otherwise limited as to use by law;
- C. WHEREAS, the Town agrees to contract with Wake County to provide fire protection services; and
- D. WHEREAS, North Carolina General Statutes §159-13 et seq. provides that the county budget ordinance may be in any form that the Board of County Commissioners of any County deems most efficient in enabling it to make the fiscal policy decision embodied therein and provides for a fund for each special district whose taxes are collected by the county; and
- E. WHEREAS, the Town is a municipal corporation authorized to establish, organize, equip, maintain, and furnish fire protection services and other services authorized by its charter to the citizens of its district pursuant to N.C.G.S. 160A-291; and
- F. WHEREAS, the Wakelon Fire Insurance and Response District(s) of Wake County have boundaries defined by the most current description on file maintained by the Wake County Geographic Information Services in the Department of Fire Services Office, as illustrated by the map contained in Appendix A; and
- G. WHEREAS, the Town has secured equipment, land and buildings for the operation of Fire Station(s); and
- H. WHEREAS, Wake County presently levies and collects a special tax and is responsible for appropriating the funds derived there from for fire protection in Wake County; and

- I. WHEREAS, the County and Town desire to enter into this Agreement for the Town to furnish fire protection for and within the described District.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable considerations, the receipt of which is hereby acknowledged, the parties hereto contract and agree as follows:

Section 1. RECITALS INCORPORATED

The recitals above are part of this Agreement and incorporated herein by reference.

Section 2. USE AND AMOUNT OF SERVICE TAX LEVIED

Wake County agrees to make funds, equipment, facilities and/or personnel available to the Town, from the proceeds of the tax levied from the special fire protection service tax district. The amount of such service tax levy shall be determined by the Board of the County Commissioners from year to year. The County will collect the funds from the special tax as may be levied as provided by law. For each fiscal year, the funds provided from the service tax district shall be based on the needs projected in the budget request jointly submitted by the Town and the County staff to the County Commissioners and as approved by and deemed necessary by the County Commissioners for furnishing fire protection and emergency services within the District.

Special fire district tax funds levied and collected by the County and paid to the Town by the County to provide fire protection pursuant to G.S. 69-25.5 shall be used solely for fire department operations, fire protection and emergency services in the Wakelon Insurance and Response Districts as shown in Appendix A and other areas of response as dispatched and to meet the standards established by this Agreement.

Section 3. ACCOUNT MAINTAINED FOR RECEIPTS FROM SERVICE TAX

A separate account shall be maintained by the County for the receipts from the special tax levied for the service tax district. Out of this account:

- 3.1. The County will pay the retained fees for system-wide services provided in the unincorporated areas of the County, including forestry, fire training, communications (including WECO), County computer-aided dispatch fees for County areas no matter dispatched from Raleigh-Wake or Cary, 800 MHZ radio system and hazardous materials response, and any other fees that may be recommended by the Wake County Fire Commission, herein referred to "Fire Commission "and approved by the County.

- 3.2. The County will pay the approved total appropriations for the Town, as calculated according to the cost share methodology in Section 16, in equal monthly payments to said Town in the third week of each month, provided that prior to and as a condition of payment, the Town has submitted such funding request to the Fire Commission in a line item budget format for the Fire Commission's review and recommendation, and the County's Board of Commissioners has reviewed and approved said funding request.

Section 4. SERVICE TAX REVENUES IN EXCESS OF APPROPRIATIONS

Any fire protection service tax district revenues collected annually in excess of the approved total appropriations and retained County fees shall be maintained in the separate account established by the County. The Wake County Fire Commission shall make recommendations to the County for distribution of these revenues. The Wake County Board of Commissioners will issue final approval of distribution.

Section 5. SERVICES FURNISHED BY THE COUNTY

The County shall furnish the following services to the contracting Town for the term of this Agreement:

- 5.1. such vaccinations as are deemed necessary for all full time, part time and volunteer members of the Town's fire department by the County's contracted medical provider in order to maintain such fire protection or special services throughout the County. Reimbursement shall be for the cost of the exam multiplied by the Town's Final Fiscal Year Cost Share Percentage (FFYCSP) as determined in Section 15
- 5.2. fire investigation and emergency scene assistance services as requested, and
- 5.3. annual Fitness for Duty medical examinations for Town fire department's fire suppression personnel
 - 5.3.1. Fitness for duty medical exams shall follow NFPA 1582 standards and evaluate the employee's physical ability to perform the essential functions of their job classification. Exams must conform to the Wake County Medical Exam Guidelines or best industry standards as found on the Wake Fire Services website under general documents. Cost for exams, provided by the County's contracted medical provider, shall be paid by the Town with reimbursement provided by the county. Reimbursement shall be for the cost of the exam multiplied by the Town's Final Fiscal Year Cost Share Percentage (FFYCSP) as determined in Section 16

- 5.3.2. Towns shall have the option of obtaining fitness for duty medical exams for their fire suppression personnel through the department's own medical provider.
- 5.3.3. In such event, physical exam costs eligible for reimbursement shall not exceed the County exam cost, as established through bid process. The actual reimbursement paid by the County shall equal the qualifying exam cost multiplied by the Town's Final Fiscal Year Cost Share Percentage (FFYCSP) as determined in Section 16.
- 5.3.4. Exams provided by Town fire department's medical provider must conform to the Wake County Medical Exam guidelines as found on the Wake County Fire Services website under general documents.
- 5.3.5. To be eligible for reimbursement, Town shall follow Wake County Fire Tax District Medical Program guidelines as outlined in the Wake County Medical Exam guidelines.

Section 6. SERVICES FURNISHED BY TOWN

The Town will furnish fire protection and other emergency services as determined and approved by the Town's governing body and as contracted for by the Board of Commissioners within the District and shall provide the necessary equipment, personnel and those things necessary for furnishing such protection in the District. The services shall be in accordance with minimum standards set forth in this Agreement and all future amendments adopted in accordance with Section 27 of this Agreement. The Town shall furnish said fire protection without charge to all persons and property located in the District in an efficient and workmanlike manner. This provision shall not prohibit the Town from entering into contracts with the Federal, State or local governments, or utility companies for the provision of fire protection services exceeding the scope of this Agreement for a fee. Wake County Fire Services Director or designee approval is required to utilize County Assets outside of the County for any purposes other than mutual aid and automatic aid responses or other agreements. This requirement shall not prohibit the Town from billing for certain services, including but not limited to inspection services, false alarm responses, and hazardous materials mitigation responses, based on a fee schedule or other cost recovery program, provided that such fee schedule has been approved by the governing body.

Section 7. BOOKS AND RECORDS

The County may inspect the financial books and records of the Town at reasonable times during regular business hours of the Town. The Town agrees that it will supply such financial books, records, staff and information or verification as may be reasonably requested by the County. The Town shall maintain an accounting system which provides adequate documentation of all

of its receipts and disbursements including, but not limited to, those related to the expenditure of funds subject to this Agreement at a minimum as required by law.

Section 8. ANNUAL REPORT

The Town shall provide to the County an annual audit and accompanying management letter prepared in accordance with generally accepted accounting principles and generally accepted auditing standards for the preceding fiscal year as soon as the Town's audit is completed by the Town's auditor, according to the legally established deadlines for municipalities.

In the event that the audit, management letter or self-reporting reveals any reportable and/or material issue(s) with regard to accounting processes; compliance with laws, regulations, or agreement provisions; fraud or abuse; or other financial mismanagement, the Town shall provide a written statement to the County that contains an explanation of each such issue and an action plan (with implementation timetable) for resolving each such issue, and shall provide periodic reports to the County on progress made in resolution of each issue.

Should the Town fail to submit its audit report, unaudited financial statements, and/or any requested follow up documentation to the County within 30 days from time of submittal to the LGC pursuant to G.S. 159-24., the County may suspend all funds immediately until the audit, financial statements, or documentation is delivered as set forth above, except that the County's Director of Finance may grant a reasonable submittal extension if the Town is unable to deliver the audit, financial statements or documentation for reasons beyond the control of the Town.

Section 9. DECISION MAKING PROCESS OPEN TO PUBLIC

The Town acknowledges that it is a public body subject to the provisions of N.C.G.S. Chapter 143, Article 33C and agrees to comply with all provisions of said statute in conducting any decision-making process required by the terms of this Agreement.

Section 10. NON-COMPLIANCE BY TOWN

If the County has a reasonable belief that the Town has violated any provision of this Agreement, the County will provide the Town written notice of the possible noncompliance and initiate an audit to verify compliance. If the County determines that the Town has failed to render the fire protection and services as provided in this Agreement or has otherwise operated in a manner that violates the provisions of this Agreement, then the County shall give the Town ninety (90) days advance written notice that the funds allocated are subject to suspension and shall additionally provide a list of the improvements needed for compliance. If during the said ninety (90) day period, the Town makes improvements satisfactory to the County, no suspension shall occur. During the ninety (90) day period, the Town is not relieved of their responsibility to provide fire protection and emergency services in a manner otherwise consistent with the terms of this Agreement. If after the ninety (90) period, the Town has failed

to make satisfactory improvements to comply with this Agreement, then the County may suspend any or all of the monthly payment of funds allocated to the Town pursuant to Section 2 herein.

Section 11. AUTHORITY TO MAINTAIN DELIVERY OF SERVICES

In the event that the Town's governing body determines that the Town is unable to reliably deliver the services described herein, for reasons including, but not limited to, resignation or withdrawal of volunteer, part-time or full-time members or other withdrawal or loss of ability to deliver services, the Town shall immediately so notify the County, at which time the Town authorizes the County or its agents to suspend the monthly payment to the Town and the Town authorizes the County, as limited by this Section, to use such Town facilities and equipment as are necessary to maintain the delivery of fire services in the Town's contracted county unincorporated service area (to the extent the Town exercises operational control and/or ownership interest over such facilities and equipment), so that an interruption of the Town's ability to deliver fire services will not interfere with the standards of fire protection service provided for in this Agreement. Notwithstanding anything to the contrary in this Section, the County and Town recognize and agree that the Town has an obligation to continue to provide fire protection services within the Town's corporate limits and that existing Town facilities and equipment are necessary and intended for such purposes and therefore no use of Town facilities or equipment by the County shall interfere with, hinder, impede, prevent, or compromise the Town's ability to continue to provide fire protection services within the Town's corporate limits even if the Town ceases to provide services to the county unincorporated service area. The Town's fire chief shall have sole discretion in determining the use and operation of Town facilities and equipment during any period in which the Town is not providing services to the county unincorporated area.

Should such use become necessary, upon the request of the Town, the County and the Town's governing body will jointly select an independent third-party trustee who will regularly evaluate the County's use of such Town facilities, equipment and resources on behalf of the Town. The Wake County Fire Tax District and the Town will be responsible for paying the trustee fees associated with the study. The Town's cost will be based on the current cost share amount at the time of the request. During the time that the Town is unable to provide services, the governing body of the Town shall cooperate with the Fire Commission. The Fire Commission shall determine if the Town is able to resume delivery of reliable service.

Section 12. FINANCIAL COMPLIANCE

The Town acknowledges that it is a local government subject to the provisions of N.C.G.S. Chapter 159, Article 3, "The Local Government and Fiscal Control Act" and agrees to comply and conform with all provisions of said statute in conducting any budget and financial activities required by the terms of this Agreement.

Section 13. DISCONTINUATION OF TOWNS FIRE OPERATIONS

In the event of voluntary (e.g. reorganization or restructuring of services) or involuntary (e.g. bankruptcy or failure to appropriate funding) of the Town's Fire Operations, the Town's inability to provide fire protection services to the district, or the termination of this Agreement, all assets and equipment that have been acquired using solely County funds shall be returned to the County.

13.1. Real property (including equipment) owned by the Town that was acquired using partial County funding shall either be sold, and the proceeds distributed between the Town and County based upon the original funding Agreement, or the Town shall pay the County an amount equal to their share (based upon the proportions of the original funding Agreement) of the fair market value of the property, which shall in no event be less than the tax value of the property.

Section 14. TOWN'S USE OF FUNDS

The Town shall use the funds subject to this Agreement in accordance with the annual Department Budget. This budget may be amended by the Town within the approved total appropriations made available by this Agreement, provided that all appropriations must be used for furnishing fire protection within said district, and amendments providing for any expenditure that establishes a new operating expense that will extend beyond the current fiscal year shall conform with the requirements of N.C.G.S. Chapter 159, Article 3 "The Local Government Budget and Fiscal Control Act and the requirements of N.C.G.S. Chapter 143, Article 3 "Purchases and Contracts", and N.C.G.S 143 Article 8 " Requirements for Certain Building Contracts " which apply to the Town as a local unit of government.

Section 15. TOWN'S BUDGET PREPARATION

The Town agrees that it shall continue to use the County's electronic financial reporting method, furnished by Wake County for budget preparation and presentation purposes only, based upon the County's "chart of accounts" which provides accurate documentation of all of its receipts and disbursements, including (but not limited to) those related to the funds subject to this agreement, and the Town and County will use the product(s) of that reporting system in the development and analysis of the budget for FY 2023 and subsequent fiscal years.

Section 16. COST SHARE METHODOLOGY

16.1. Annually, as part of the budget process, the County shall calculate the percentage of Town Fire Department's annual operating budget of which the County shall base the Town's annual fiscal year's appropriation on. At Town's request, the County agrees to provide reasonable substantiation and additional financial information to permit the Town to audit the County's cost share calculation. The Town and County shall communicate prior to budget submission on potential budget increases outside of uncontrollable expenses.

16.2. The cost share percentage (CSP) shall be calculated by using the ratio of County versus Municipal portions of the following elements:

16.2.1. Geographic area (GA) – geographic area (in square miles) of the fire insurance district in relation to the geographic area of the municipal corporate limits.

16.2.2. Total property valuation (TPV) – property valuation, as determined by Wake County Tax Administration Department, of the fire insurance district in relation to the property valuation of the municipality.

16.2.3. Total heated square footage (THSF) – total heated square footage of structures within the fire insurance district in relation to the total heated square footage within the municipality.

16.2.4. Fire Department service demand (FDSD) – The workload (calls for service) of the fire department within the fire insurance district in relation to the fire department's workload within the municipality.

16.2.5. Total population (TP) – population as determined by the Wake County Department of Community Services. The population estimates are done by isolating "residential units" from the wake county parcel data and selecting the total parcels for each fire insurance district. The total units are summed then multiplied by the occupancy rate and average person per household based off of US census information.

16.3. Each data element shall carry the following weight in calculation of the overall cost share percentage:

16.3.1. Geographic area – 7.5 %

16.3.2. Total property valuation – 20.0%

16.3.3. Total heated square footage – 7.5%

16.3.4. Fire Department service demand – 35.0%

16.3.5. Total population – 30.0%

16.4. Data for each element shall be derived from the following sources on January 1 of each calendar year.

16.4.1. Geographic area - Wake County GIS shape file of municipal corporate limits and fire insurance district (current as approved by NCDOT)

16.4.2. Total property valuation - Wake County Department of Tax Administration

16.4.3. Total heated square footage - Wake County Department of Tax Administration

16.4.4. Fire Department service demand

16.4.4.1. Annual dispatch incident data from Raleigh Wake Emergency Call Center (RWECC) and Town of Cary Emergency Call center (if needed) for last completed calendar year.

16.4.4.2. Responses for out-of-county incidents shall not be included in cost share calculations

16.4.4.3. Incident responses to any county unincorporated region shall be counted as a "county" response (Responses to the Town of Wendell shall be credited as a "county" response)

16.4.4.4. Incident responses within this contracted cost shares municipal boundaries shall count as a "municipal" response. Responses to other municipal boundaries shall not be counted as a municipal response to departments providing auto or mutual aid. .

16.4.5. Total population - Wake County Department of Community Services

16.5. Calculation of **Final Fiscal Year Cost Share Percentage (FFYCSP)** shall be based on a rolling average of the last three calendar year's CSPs. Fiscal year appropriations shall be based on the approved Wake County Fire Department municipal operating budget multiplied by the FFYCSP.

16.6. Municipal staffing levels funded by county cost share shall be based on approved Wake County Fire Commission staffing levels. County cost share funded municipal fire positions exceeding approved staffing levels but in existence prior to 2017 shall be grandfathered. The funding of additional staffing levels will be consistent with data driven reports that are in accordance with Wake County Long Range Plan Standards &

Guiding Principles for on scene personnel in the unincorporated areas of Wake County based on response minimums and Effective Response Force as required. Staffing levels unfunded by Wake County that can be shown to contribute to the arrival of the required staffing levels and Effective Response Force, should be considered for cost share funding first prior to adding additional staffing levels for the Municipal Department. Requested Staffing expansions that address other system needs included but not limited to, geographic coverage, service demand workload, and response time goals that are consistent with Wake County Standards & Principles should be considered for funding by Wake County Fire Services, Wake County Fire Commission and Wake County Board of Commissioners.

16.7. Wake County Fire Services and Emergency Management along with Wake County Budget & Management Services shall meet with Town representatives during the budget process to properly vet requested budget increases that are considered controllable or new operational expenditures outside of additional staffing requests and/or items that are a part of the Wake County Fire Tax District Capital Replacement program. Uncontrollable budget increases such as, but not limited to; utility increases, fuel increases, insurance increases, retirement system changes, etc. shall be approved based on documentation provided. If the total submitted budget is below the County's modeled target base (5% increase based on previous fiscal year operating appropriation), the associated funding requested will be included in the Fire Tax District operating budget for consideration. For expansions that cause more than a 5% increase to the total budget submitted, the County and Municipality must agree to the expansion. All budget increases are ultimately at the discretion of the recommending body of the Wake County Fire Commission and contingent upon approval of the Wake County Board of Commissioners.

16.8. The calculated FFYCSP shall be applied to the municipal fire department's operating budget, as reviewed and approved by Wake County Fire Services. Items excluded from cost share calculations include:

16.8.1. 800 MHz Radio costs

16.8.2. Computer Aided Dispatch costs (RWECC or Cary Dispatch)

16.8.3. NC Forestry – Wildfire Prevention costs

16.8.4. Tone and Voice Pager Maintenance costs

16.8.5. Hazardous Materials Response Program costs

16.8.6. RWECC Dispatch Service costs

16.8.7. Mobile Data Terminal (MDT) connectivity fees

16.8.8. Target Solutions Base Module

16.8.9. First Due Pre-plan Module

16.9. Cost sharing of Capital purchases

16.9.1. The county provides for the following cost sharing of municipal capital expenditures:

16.9.1.1. Firefighter Personnel Protective Equipment (PPE) – The county utilizes an RFP process to obtain bid prices for PPE purchases. PPE purchased by the Town will be reimbursed up to the current Wake County PPE bid price multiplied by the Town’s FFYCSP according to the established Wake County replacement schedule.

16.9.1.2. Self-Contained Breathing Apparatus (SCBA) The county utilizes an RFP process to obtain bid prices for SCBA purchases. SCBA purchased by the Town will be reimbursed up to the current Wake County SCBA bid price multiplied by the Town’s FFYCSP according to the established Wake County replacement schedule.

16.9.1.3. Thermal Imaging Cameras (TIC) - The county utilizes an RFP process to obtain bid prices for TIC purchases. TICs purchased by the Town will be reimbursed up to the current Wake County TIC bid price multiplied by the Town’s FFYCSP according to the established Wake County replacement schedule.

16.9.1.4. Cardiac Defibrillators (Defib) - The county utilizes an RFP process to obtain bid prices for Defib purchases. Defibs purchased by the Town will be reimbursed up to the current Wake County Defib bid price multiplied by the Town’s FFYCSP according to the established Wake County replacement schedule.

16.9.1.5. Large firefighting vehicles (LFFV) - The county utilizes an RFP process to obtain bid prices for LFFV purchases. LFFVs purchased by the Town will be reimbursed up to the current Wake County LFFVs bid price multiplied by the

Town's FFYCSP according to the established Wake County replacement schedule.

16.9.1.6. Small firefighting vehicles (SFFV) - The county utilizes an RFP process to obtain bid prices for SFFV purchases. SFFV purchased by the Town will be reimbursed up to the current Wake County SFFV bid price multiplied by the Town's FFYCSP according to the established Wake County replacement schedule.

16.9.1.7. Facility renovations and repairs – The county will reimburse the Town for facility renovations and repairs which have been recommended by the Wake County Fire Commission and approved by the Wake County Board of Commissioners in the annual budget process. Reimbursement shall be the actual cost of the renovation/repair multiplied by the FFYCSP.

16.9.1.8. Mobile Data Terminals – The County will communicate with the Town and identify replacement cycles for all associated equipment to operate Mobile Data Terminals. Wake County will invoice the Town for its cost share portion of the replacements

16.9.2. New station construction

16.9.2.1. Wake County cost share participation on a new municipal fire stations shall be considered based on the Fire Commission adopted policies and funding matrix adopted in November of 2020;

16.9.2.2. Wake County's cost-share financial obligation in support of a new facility will be paid in annual installments of no less than 10 years to the municipality on a schedule that coincides with the terms of the loan

16.9.2.3. Total funding provided by Wake County as a whole should never exceed 49% of the total construction project cost

16.9.2.4. A funding "cap" equal to the municipality's cost-share percentage should be maintained

16.9.2.5. A deduction equal to the weighted total for county "area" in the approved cost share metrics should be applied to the total funding amount when significant response improvements are not realized in the county

16.9.2.6. Any station rebuild or relocation shall not create district outside of any departments 5-mile response boundaries

16.9.2.7. The approval of the Wake County Board of Commissioners is required for all new station construction involving cost share participation by Wake County.

Section 17. INSURANCE

The Town shall obtain and keep in force during the term of this Agreement and any subsequent renewals of this Agreement the following minimum insurance coverage, providing the Wake County Finance Department with a certificate of insurance upon each policy renewal. Insurance companies must be authorized to do business in North Carolina and have an AM Best rating of "A-/VII" or better; or have reasonable equivalent financial strength to the satisfaction of Wake County's Finance Department. Coverage shall be maintained continuously during the term of this agreement. Any request for consideration of alternate insurance coverage must be approved by Wake County PRIOR TO final execution of this Agreement.

- 17.1. Worker's Compensation, covering both regular employees and volunteers, with minimum limits for Coverage A: Statutory for State of North Carolina, and Coverage B – Employers Liability: \$100,000 each accident/\$100,000 disease each employee/\$500,000 disease.
- 17.2. Commercial General Liability, Including Medical Malpractice/Errors and Omissions, with minimum limits of \$1,000,000 per occurrence or incident, including contractual liability.
- 17.3. Commercial Auto Liability, with minimum limits of \$1,000,000 per accident for bodily injury liability and property damage, including coverage for owned, hired, and non-owned vehicles.
- 17.4. Auto Physical Damage Coverage for any vehicle, including permanently attached equipment, listed by the Fire Department on the Fire Tax District replacement schedule, regardless of whether owned by County or Town. Each vehicle shall be insured on an Agree Value basis. Values will be provided by Wake Fire Services at the end of each calendar year. Wake County shall be included as Loss Payee for any County-owned or leased vehicle used in the provision of agreement services; the certificate of insurance must list County-owned vehicles. For the purpose of this section, "Agreed Value" is the value agreed upon by the insured and the insurer at the beginning of the policy period but may be amended by endorsement.

- 17.5. Portable Equipment Coverage for equipment used in the provision of agreement services. For any equipment not insured at replacement cost coverage, Town agrees that adequate resources exist to cover any difference between the cost to replace and insurance proceeds in the event of a loss.
- 17.6. Management/Public Officials Liability, with minimum limits of \$1,000,000 per claim and \$2,000,000 aggregate.
- 17.7. Umbrella or Excess Liability, with minimum limits of \$2,000,000, extending coverage over the underlying Employer's Liability; General Liability including Medical Malpractice/Errors and Omissions Liability; Auto Liability; and Management/Public Officials Liability. There shall not be any "drop down deductibles" in areas where underlying coverage is not required but the Umbrella Policy provides coverage.
- 17.8. Fidelity/Employee Dishonesty Coverage, covering all employees and volunteers, with limits not less than \$100,000.
- 17.9. Wake County shall be included as additional insured on the General Liability, including Medical Malpractice/Errors and Omissions; Auto Liability, Management/Public Officials Liability; Umbrella Liability; and loss payee on any policy covering vehicles or other property owned by Wake County or where Wake County has funds at risk.
- 17.10. Claims Made Coverage: Any claims made policy must include either 1. a retroactive date prior to or equal to the effective date of this agreement, or 2. full prior acts coverage. If any policy written on a claims made basis is canceled or non-renewed, it must be replaced with another claims made policy with the same retroactive date as the canceled or non-renewed policy. If this agreement is terminated and not renewed, extended reporting period ("tail") coverage must be purchased and maintained for a period of three years beyond the date of termination. The duty to provide extended coverage as set forth herein survives the effective dates of this Agreement.

Section 18. INDEMNIFICATION

To the extent permitted by N.C. law, the Town shall indemnify and save harmless Wake County from any and all liability and expenses including attorney's fees, court costs, and other costs incurred by Wake County which are caused by the negligence or willful misconduct of the Town, its agents, or employees, provided that 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 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.

Section 19. INSURANCE SERVICES OFFICE, INC. RATING

The Town shall make a good faith effort to maintain its current rating, or better, with the North Carolina Department of Insurance, and Insurance Services Office, Inc. The Town shall continuously comply with all applicable laws, ordinances and regulations. Cases in which a Town's fire operation loses or receives a reduced rating will be examined by the Wake County Department of Fire Services. The Wake County Director of Fire Services shall make a report to the Wake County Fire Commission containing recommendations for corrective action.

In the event the Town's fire operation ISO rating falls below a Class 6 public protection classification for fire insurance grading purposes in contracted unincorporated areas, the Town shall prepare and submit to the County a plan to obtain a minimum of a Class 6 public protection classification, such classification to be in effect no later than July 1, 2022. If the Town has a public protection classification equal to or better than a Class 6, the Town is not required to downgrade to a Class 6.

The Town agrees to implement said plan after its completion subject to availability of funds as recommended by the Fire Commission and approved by the Town's governing body.

The Wake County Board of Commissioners reserves the right to alter or merge insurance district boundaries in their sole discretion. The Department of Fire Services will notify the Town when considering insurance district boundary changes. The Town agrees to cooperate with Wake County Fire Services in developing and implementing any County Commission approved insurance and response district changes. Any changes which occur during the life of this agreement shall be identified in an amended insurance and response area map to be attached in Appendix A.

Section 20. STANDARDS OF PERFORMANCE

The Town shall furnish fire protection and emergency services in a professional, efficient and workmanlike manner, in particular so as to meet the requirements of and comply with rules and regulations of the North Carolina Department of Insurance, Insurance Services Office, Inc., Article 11, Chapter 153A of the North Carolina General Statutes, Article 14, Chapter 160A of the North Carolina General Statutes, and other pertinent federal, state and County laws, regulations and standards. The Town agrees to participate jointly with the County in development and implementation of countywide fire service system performance standards through the Fire Commission including (but not limited to) staffing, turnout time, response time, fire and emergency-event outcomes, customer satisfaction and dissatisfaction, documentation consistency and compliance with standard operating procedures.

The following minimal standards of performance are agreed to by the County and the Town and are a part of this agreement:

- 20.1. STAFFING ON SCENE: The Town shall have adopted standard operating guidelines that are in line with the Wake County Long Range Plan Standards & Guiding Principles that addresses the appropriate number of firefighters needed on all types of fire calls. A current copy of the Town's guideline shall be made available to Wake County Department of Fire Services upon request.
- 20.2. AUTOMATIC AID AGREEMENTS: The Town shall provide automatic aid service for all calls for service as documented in Appendix C. Each fire department shall participate in countywide automatic aid through the quickest unit response program. Appropriate units will be dispatched based on quickest response as configured in computer aided dispatch system and automatic vehicle location. Fire stations that are not continuously staffed on a 24 hour a day / 7 day a week basis may or may not participate in quickest unit response inside a municipality's corporate limits.
- 20.3. MUTUAL AID AGREEMENTS: The Town shall cooperate and participate in the most current Wake County Mutual Aid system plan. The Raleigh Wake Emergency Communication Center (RWECC) and Town of Cary Emergency Call Center will automatically dispatch the nearest mutual aid department after failure in 2 minutes and 30 seconds of the initially dispatched department to acknowledge the call. This shall apply to all calls. Wake County will supply the Town with a copy of the officially adopted mutual aid system plan. The agreement can be found as Appendix B of this agreement.
- 20.4. TRAINING: The Town shall have formally adopted written guidelines for appropriate initial training of firefighters and continuing education of firefighters that meet or exceed all state requirements ("Training Guidelines"). The Town shall be responsible for providing Wake County Department of Fire Services with a current, valid copy of the Town's training guidelines and any amendments of the training guidelines that go into effect during this agreement upon request by the County. The training guidelines shall include the following minimum standards:
- 20.4.1. Initial firefighter training shall include education on hazardous materials responder, National Fire Protection Association (NFPA) 1001 – Standard for Firefighter Professional Qualifications, incident command system, and blood borne pathogens.
- 20.4.2. The Town shall annually conduct and/or participate in a minimum of one (1) live fire training exercise.

- 20.4.3. The Town shall annually participate in a minimum of one (1) multi-company and one (1) multi-department training exercise.
- 20.4.4. No member of the Town's fire department shall engage in structural firefighting without having first completed the Wake County Essentials of Firefighting course or equivalent course as determined by the Town's fire department's chief officer.
- 20.5. DEPRECIATION: Town shall have a depreciation schedule for equipment and property valued over \$25,000.00.
- 20.6. COMMUNITY RISK REDUCTION: The Town shall develop and utilize programs for providing public fire and life safety education to a variety of age groups and occupancies within their service area, based upon the needs of the area served. Documentation of the programs and number of attendees will be maintained by the Town, and be available for review by the County, when desired. The Town shall support public fire education programs through assistance of materials, equipment and personnel from the Wake County Department of Fire Services.
- 20.7. PRE-FIRE INCIDENT SURVEYS: The Town shall develop pre-fire incident surveys and update them annually for all commercial buildings within the fire district. Facilities, which should be given priority, are those buildings displaying NFPA 704 placards, hazardous, institutionalized and assembly occupancies. The Town shall work with local fire code enforcement officials to determine hazards and occupancies. Upon request, the Wake County Department of Fire Services staff shall assist the Town in developing pre-fire incident surveys for buildings within Wake County Department of Fire Services' fire code enforcement service area.
- 20.8. FIRE INVESTIGATIONS: The Town fire officer in charge at all fire scenes, occurring in the unincorporated area of the county, shall attempt to determine the origin and cause of every fire. When the officer in charge cannot determine the origin and cause OR if the cause is suspected to be incendiary in nature, the officer in charge shall request a representative from the Wake County Fire Services Department to assist. The Town shall provide reasonable assistance is needed by Wake County staff at the fire scene. The responsibilities under this section shall be in addition to, and not in replacement of the responsibilities outlined under subsection 20.9 "Post Incident Review".
- 20.9. POST INCIDENT REVIEW: In order to provide a systematic and consistent approach for reviewing and evaluating fire response, the Town shall be required to conduct a post incident review for the following incidents occurring in the unincorporated areas of the county: fires resulting in fatalities, fires resulting in more than \$400,000 property loss, fires resulting in civilian injury fires resulting in firefighter injury, and any other incident as determined by the Town. Post incident reviews will be facilitated by a fire service

member that has completed a post-incident review training program approved by the Fire Commission, or equivalent training as determined by the Fire Commission.

20.10. FIRE HYDRANTS: The Town shall have an adopted guideline that addresses fire hydrant testing and maintenance.

20.11. MEDICAL FIRST RESPONDER: Town shall participate in the Wake County Medical First Responder Program. The Town shall conform to the Wake County Medical First Responder policies and procedures and direction of the Wake County Medical Director and Emergency Medical Services Director. The Town shall have an adopted guideline that addresses the Medical First Responder Program and Operation. The most current Medical Responder Guidelines can be found on the Wake Fire Services website under Fire District Documents

20.12. EMERGENCY DISASTER RESPONSE: The Town shall follow the Wake County Emergency Operations All Hazards Plan and all applicable appendices.

20.13. DISPOSING OF EQUIPMENT: For any equipment acquired wholly or partially with county funding which the town has deemed necessary to sell or donate, the Town shall, to the extent permitted by North Carolina surplus property laws, offer such equipment for sale or donation to other Fire Departments in Wake County prior to offering to outside agencies. All sold or donated items should be within their NFPA-specified service life, in serviceable condition, and retested or recertified by the manufacturer or certified third-party testing organization. For a sale, the Town shall provide the cost share percentage, at the time of original purchase, proceeds of the sale back to the County.

20.14. PERSONNEL: The Town agrees to adopt and to initiate compliance with, and enforcement of personnel rules for compensated and volunteer members that are in compliance with FLSA and any other applicable federal or state law, and not substantially and materially different from, or inconsistent with the current Fire Compensation Administrative Guidelines adopted by the Fire Commission or within 30 (thirty) days of Fire Commission revision of such guidelines for volunteer members.

20.15. USE OF COUNTY-OWNED VEHICLES

20.15.1. Vehicle Use. The Town agrees that in the event it uses or leases County-owned vehicles in the performance of duties under this Agreement, the Department shall not make these vehicles available to individual employees or volunteers for personal use or other employment not provided for under the Fire Services Contract.

- 20.16. **AUXILIARY SERVICES:** The Town may choose to provide additional Emergency Services and programs within their response districts. Participation is voluntary. Any Town or fire department choosing to participate in these programs shall have adopted guidelines that address the appropriate functions.
- 20.17. **FIRE COMPENSATION ADMINISTRATIVE GUIDELINES:** The County and Town agree to meet or exceed the minimum job requirements contained in the Wake County Fire Compensation Administrative Guidelines as approved by the Wake County Board of Commissioners on October 20, 2003 and as they may be amended from time to time during the existence of the Agreement. The Town acknowledges review and acceptance of the most current Wake County Fire Compensation Administrative Guidelines originally effective July 1, 2003 as updated November 2020.
- 20.18. **ADVERSE FINDINGS:** The Town agrees to notify the Wake County Department of Fire Services within 30 days of any adverse finding by any Municipal, State or Federal agency against the Department, pertaining to employment practices, employee safety, environmental issues, North Carolina Department of Insurance Rating Violations, etc.
- 20.19. **EMERGENCY ALERTING:** The County agrees to maintain both primary and secondary methods of emergency dispatch alerting for fire department personnel, including but not limited to tone/voice paging systems and countywide alphanumeric paging. The Town agrees to rely only on the countywide alphanumeric and tone/voice paging systems for emergency alerting and response purposes that originate from Raleigh-Wake Communication Center or Town of Cary Communication Center.
- 20.20. **WEAPONS:** With the exception of sworn law enforcement officers, operating within their jurisdiction, no weapons of any sort are permitted to be carried by Town fire department personnel while performing services under this Agreement within county-owned department vehicles or buildings, or while on calls for service within county fire districts. This applies to all weapons whether concealed or visible. This includes firearms, knives, conducted electrical weapons and chemical irritants, such as mace and pepper spray, but shall exclude any equipment required for the performance of services under this Agreement. This shall not prohibit a lawful concealed handgun permittee from securing a firearm in a locked personal motor vehicle within the trunk, glove box, or other enclosed compartment on or near county owned vehicles or property.

Section 21. RELATIONSHIP OF PARTIES

The Town, including any officer, employee, or agent of the Town is an independent contractor of the County and none of these shall be considered employees of the County. The relationship between the parties shall be limited to the performance of this Agreement in accordance with its terms. County and the Town agree that the Town shall operate and act as an independent contractor in accordance with the standards set forth herein, and the County shall not be responsible for any of the Town's acts or omissions. Neither the Town, any officer, employee, or agent of the Department shall be deemed an officer, employees, or agent of the County. No liability for benefits, such as workers compensation, pension rights, or other provisions shall arise out of or accrue to any party, its officers, agents, or employees as a result of this Agreement or performance thereof.

Section 22. TERM OF AGREEMENT

The term of this agreement shall be for three (3) years, beginning on July 1, 2022 and ending on June 30, 2025, unless earlier terminated by either party in accordance with Section 24 of this agreement. This term is subject to the continued legal existence of the District(s) and the Town.

Section 23. NON-ASSIGNABILITY

This agreement may not be transferred, assigned, or subcontracted by the Town without the written consent of the County.

Section 24. TERMINATION

This agreement may be terminated by either party with or without cause upon advance written notice to the other party, served upon the other party by certified mail at least three hundred sixty-five (365) days prior to termination. Failure of the County and the Town to agree upon the amount of funding shall terminate this agreement in accordance with this section of this Agreement. The Town acknowledges that the 365-day prior notice requirement is calculated to allow sufficient time to provide alternate fire protection for the covered district in the event of a termination. Unless the parties mutually agree in writing to an earlier termination, the Town is required to provide fire protection up until the effective date of termination. Upon termination of this agreement, Town agrees to reimburse County for the County's share of equipment, apparatus and facilities funded, in part, by the Fire Tax District. Reimbursement shall be based upon current value of said items multiplied by the cost share percentage in effect at time of item purchase.

Section 25. RESERVATION OF RIGHTS

Wake County reserves the right to provide the highest level of fire protection and emergency services possible, subject to the availability of funding.

Section 26. NO WAIVER

Failure of the County to enforce any of the provisions of this Agreement at any time, or to request performance by the Town pursuant to any of the provisions of this Agreement at any time shall in no way be construed as a waiver of such provisions, nor in any way affect the validity of this Agreement, or any part thereof, or the right of the County to enforce each and every provision. In the event that there is disagreement between representatives of the County Department of Fire Services and the Town as to the meaning and/or applicability of any section of the Agreement, the County and the Town shall endeavor in good faith to mediate the disagreement, and agree to select and share the cost (if any) of the services of a trained community mediator to mediate the disagreement. However, nothing herein shall be construed to prevent either party from seeking legal or equitable relief in a court of competent jurisdiction.

Section 27. AMENDMENTS

It is recognized and agreed to by the County and the Town that specific amendments may be necessary on an individual department-by-department basis. Any amendment to this Agreement shall be made in writing and signed by both parties in order to be effective. All contract amendments shall be listed in Appendix E

Section 28. NO THIRD-PARTY BENEFICIARIES

This contract 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.

Section 29. ENTIRE AGREEMENT

The terms and provisions herein contained constitute the entire agreement by and between the County and the Town and shall supersede all previous communications, representation or agreement, either oral or written between the parties hereto with respect to the subject matter hereof; except, that this paragraph shall not be construed to supersede any existing and applicable Mutual Aid Agreements.

Section 30. NOTICES

All notices, reports, records, or other communications which are required or permitted to be given to the parties under the terms of this Agreement shall be sufficient in all respects if given in writing and delivered in person, or by confirmed Electronic Version of Contract. Town may convert a signed original of the Agreement to an electronic record pursuant to a North Carolina Department of Natural and Cultural Resources approved procedure and process for converting

paper records to electronic records for record retention purposes. Such electronic record of the Agreement shall be deemed for all purposes to be an original signed Agreement.

If to Wake County:

Mr. Darrell Alford
Wake County Department of Fire Services
P.O. Box 550
331 South McDowell Street
Raleigh, North Carolina

Telephone: (919) 856-6349
Facsimile: (919) 856-6236

If to Town:

Town of Zebulon
Chris Perry
Fire Chief
1003 N. Arendell Avenue
Zebulon, NC 27597

Telephone: 919-823-1840
Facsimile: 919-269-2618

Section 31. GOVERNING LAW

The Parties acknowledge that North Carolina law shall govern this Agreement.

Section 32. 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.

Section 33. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be deemed an original.

Section 34. NO WAIVER OF SOVEREIGN IMMUNITY

The County and the Town agree that nothing herein shall be construed to mandate purchase of insurance by the County pursuant to N.C.G.S. 153A-435; or to be inconsistent with Wake County's "Resolution Regarding Limited Waiver of Sovereign Immunity" enacted October 6, 2003; or to in any other way waive the County's defense of sovereign or governmental immunity from any cause of action alleged or brought against the County for any reason if otherwise available as a matter of law. Nothing herein shall be construed to constitute waiver of the Town's governmental immunity in any respect, under North Carolina law.

Section 35. VERIFICATION OF EMPLOYEE WORK AUTHORIZATION

To ensure compliance with the E-Verify requirements of the General Statutes of North Carolina, all contractors, including any subcontractors employed by the contract(s), by submitting a bid, proposal or any other response, or by providing any material, equipment, supplies, services, etc, attest and affirm that they are aware and in full compliance with Article 2 of Chapter 64, (NCGS 64-26(a)) relating to the E-Verify requirements.

Section 36. IRAN DIVESTMENT. By signing this agreement, Town certifies that as of the date of execution, receipt, or submission they are not listed on the Final Divestment List created by the NC Office of State Treasurer pursuant to NCGS 147 Article 6E, Iran Divestment Act, Iran Divestment Act Certification. Town shall not utilize any subcontractor that is identified on the Final Divestment List. Any organization defined under NCGS 147-86.80(2), Divestment from Companies Boycotting Israel, shall not engage in business totaling more than \$1,000 with any company/business, etc. that boycotts Israel. A list of companies that boycott Israel is maintained by the NC Office of State Treasurer, pursuant to NCGS 147-86.81(a)(1). Any company listed as boycotting Israel is not eligible to do business with any State agency or political subdivision of the State.

Section 37. NON-DISCRIMINATION. In consideration of signing this Agreement, the Parties hereby agree not to discriminate in any manner on the basis of race, natural hair or hairstyles, ethnicity, creed, color, sex, pregnancy, marital or familial status, sexual orientation, gender identity or expression, national origin or ancestry, marital or familial status, pregnancy, National Guard or veteran status, religious belief or non-belief, age, or disability with reference to the subject matter of this Contract. The Parties agree to comply with the provisions and intent of Wake County Ordinance SL 2017-4. This provision shall be binding on the successors and assigns of the Parties with reference to the subject matter of this Agreement.

Section 38. EFFECTIVE DATE OF AGREEMENT

The effective date of this Agreement shall be the date upon which Wake County executes this agreement. This date shall be reflected in the first paragraph of this Agreement. The terms and conditions of this Agreement shall apply to the entire Term as set forth in Section 22 or as amended by the parties.

IN TESTIMONY WHEREOF, the County has caused this instrument to be executed by the Wake County Manager, and the Town has caused this instrument to be signed in its name by its President, attested by its Secretary, and its corporate seal hereto affixed, all by authorization of its Board of Directors duly given.

This the _____ day of _____, 20_____.

WAKE COUNTY

BY: _____
David Ellis or designee
Wake County Manager

BY: _____
Darrell Alford
Wake County Fire Services & Emergency Management Director

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

Finance Director or designee

This person is responsible for monitoring the contract performance requirement is:

Darrell Alford _____ Department Head Initials

TOWN OF ZEBULON

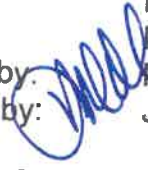
BY: _____ [SEAL]
Glenn L. York
Town of Zebulon Mayor

ATTESTED TO:

BY: _____
Lisa M. Markland
Town Clerk

STAFF REPORT
ORDINANCE 2022-49
FLOOD HAZARD OVERLAY UPDATE
BOARD OF COMMISSIONERS MEETING
JUNE 6, 2022

Topic: Ordinance Number 20220-49 Text Amendment 2022-06 Flood Hazard Overlay Update

Speaker: Michael J. Clark, AICP, CZO, Planning Director
From: Michael J. Clark, AICP, CZO, Planning Director
Prepared by: Michael J. Clark, AICP, CZO, Planning Director
Approved by:  Joseph M. Moore II, PE, Town Manager

Executive Summary:

The Board of Commissioners will consider text amendments updating the Unified Development Ordinance to comply with changes to FEMA flood regulations.

Background:

The foundation of our Flood Hazard Overlay District (Section 3.8.2) is based on model ordinances and the Flood Insurance Rate Map (FIRM) prepared by FEMA. The updates to this map become effective July 19, 2022. Additionally, the State of North Carolina has worked with FEMA to update the model ordinance language. The draft provided includes language necessary to continue enforcement of the Flood Hazard Overlay district and is required by the State of North Carolina and FEMA.

Discussion:

The Board must adopt the amendments to remain eligible for the National Flood Insurance Program and to enforce the Town's development requirements in flood hazard areas.

Policy Analysis:

The proposed text amendment is consistent with the 2030 Strategic Plan's Growing Smart goal, and directly addresses the Comprehensive Land Use Plan's further refined strategy to protect the environment.

Financial Analysis:

Failure to approve the amendments will result in development detrimental to the natural environment and remediation costs becoming the Town's responsibility.

Planning Board Recommendation:

At the May 9, 2022, meeting, the Planning Board unanimously recommended approval of the proposed text amendments as modified during the discussion at the joint public hearing.

Staff Recommendation:

Staff Recommends approval of the proposed text amendments.

Attachments:

1. Amended Sections 3.8.2 and 9.4 of the UDO
2. Ordinance 2022-49

ARTICLE 3: DISTRICTS

3.8. OVERLAY ZONING DISTRICTS

3.8.1. GENERALLY

A. PURPOSE

Overlay zoning districts are superimposed over either all or a portion of one or more underlying general zoning districts or conditional zoning districts with the intent of supplementing generally applicable development regulations with additional development regulations that address special area-specific conditions, features, or plans while maintaining the character and purposes of the underlying zoning district.

B. ESTABLISHMENT

- 1. Table 3.8, Overlay Zoning Districts Established, sets out the overlay zoning districts established by this Ordinance.

TABLE 3.8: OVERLAY ZONING DISTRICTS ESTABLISHED	
OVERLAY DISTRICT NAME	ABBREVIATION
Flood Hazard Overlay	FHO
Gateway Corridor Overlay	GCO
Local Historic Overlay	LHO
Manufactured Home Overlay	MHO

- 2. Some overlay district boundaries are depicted on the Official Zoning Map, though sub-areas within individual overlay districts may be shown on other maps or diagrams which are made a part of this Ordinance and maintained by the Town.

C. CLASSIFICATION

Land shall be classified or reclassified into an overlay zoning district only in accordance with the procedures and requirements set forth in Section 2.2.24, Zoning Map Amendment, and this section.

D. RELATIONSHIP TO UNDERLYING ZONING DISTRICTS

- 1. Regulations governing development in an overlay zoning district shall apply in addition to the regulations governing development in the underlying general or conditional zoning district, unless otherwise expressly stated.
2. If the standards governing an overlay zoning district expressly conflict with those governing an underlying general or conditional zoning district, the standards governing the overlay district shall control, unless otherwise stated.
3. Where land is classified into multiple overlay zoning districts and the standards governing one overlay zoning district expressly conflict with those governing another overlay district, the more restrictive standard shall apply.

3.8.2. FLOOD HAZARD OVERLAY (FHO) DISTRICT

A. STATUTORY AUTHORIZATION, FINDINGS OF FACTS, PURPOSE AND OBJECTIVES

1. STATUTORY AUTHORIZATION

The Legislature of the State of North Carolina has delegated the responsibility to local governmental units to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry in Sections 143-215.54, 143-215.54(a), 143-215.54A, 143-215.56, 143-215.56(e), 143-215.57A, and 160D-923 of the North Carolina General Statutes. The Legislature of the State of North Carolina has in Part 6, Article 21 of Chapter 143; Article 6 of Chapter 153A; Article 8 of Chapter 160A; and Article 7, 9, and 11 of Chapter 160D of the North Carolina General Statutes, delegated to local governmental units the authority to adopt regulations designed to promote the public health, safety, and general welfare.

ARTICLE 3: DISTRICTS

3.8. Overlay Zoning Districts

3.8.2 Flood Hazard Overlay (FHO) District

2. FINDINGS OF FACT

- a. The flood hazard areas of the town are subject to periodic inundation which results in loss of life, property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures of flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare.
- b. These flood losses are caused by the cumulative effect of obstructions in floodplains causing increases in flood heights and velocities, and by the occupancy in flood hazard areas of uses vulnerable to floods or hazardous to other lands which are inadequately elevated, flood proofed, or otherwise unprotected from flood damages.
- c. Impervious surfaces associated with development in a watershed have the effect of: reducing the watershed's ability to absorb stormwater; increasing the velocity of stormwater runoff; and, creating erosion from uplands and depositing sediments into floodplains; cumulatively increasing the level of flood waters within the town.
- d. Minimizing construction within the flood protection areas in the town within its zoning jurisdiction has been identified as an effective means for minimizing the risk of these losses.

3. STATEMENT OF PURPOSE

It is the purpose of this part to promote public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

- a. Restrict or prohibit uses that are dangerous to health, safety, and property due to water or erosion hazards, or which result in damaging increases in erosion, flood heights or velocities;
- b. Require that uses vulnerable to floods, including facilities which serve those uses, be protected against flood damage at the time of initial construction;
- c. Control the alteration of natural floodplains, stream channels, and natural protective barriers which are involved in the accommodation of flood waters;
- d. Control filling, grading, dredging, and other development which may increase erosion or flood damage; and
- e. Prevent or regulate the construction of flood barriers which will unnaturally divert flood waters or which may increase flood hazards to other lands.

4. OBJECTIVES

The objectives of this part are:

- a. To protect human life and health;
- b. To minimize expenditure of public money for costly flood control projects;
- c. To minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- d. To minimize prolonged business interruptions;
- e. To minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in floodplains;
- f. Minimize damage to private and public property due to flooding;
- g. Make flood insurance available to the community through the National Flood Insurance Program;
- h. Maintain the natural and beneficial functions of floodplains;
- e-i.
- f-i. To help maintain a stable tax base by providing for the sound use and development of flood prone areas in such a manner as to minimize flood blight areas; and
- g-k. To ensure that potential home buyers are notified that property is in a flood area.

5. ADDITIONAL PROVISIONS

- a. The Flood Protection Overlay District is applied in combination with the existing base zoning districts and has the effect of modifying the requirements, regulations and procedures to the extent expressly indicated in this chapter.
- b. Determinations for existing buildings and structures.

ARTICLE 3: DISTRICTS

3.8. Overlay Zoning Districts

3.8.2 Flood Hazard Overlay (FHO) District

- ~~b.~~ For applications for building permits to improve buildings and structures, including alterations, movement, enlargement, replacement, repair, change of occupancy, additions, rehabilitations, renovations, substantial improvements, repairs of substantial damage, and any other improvement of or work on such buildings and structures, the Floodplain Administrator, in coordination with the Building Official, shall: ~~Redevelopment of built-upon areas of existing development is allowed if the rebuilding activity does not have a net increase in built-upon area.~~
- ~~i.~~ Single-family dwellings may be expanded, redeveloped or replaced in accordance with the other requirements of the Flood Protection Overlay District without being subject to the restrictions of this section. Estimate the market value, or require the applicant to obtain an appraisal of the market value prepared by a qualified independent appraiser, of the building or structure before the start of construction of the proposed work; in the case of repair, the market value of the building or structure shall be the market value before the damage occurred and before any repairs are made;
 - ~~ii.~~ Existing development and land uses as defined herein. Compare the cost to perform the improvement, the cost to repair a damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, if applicable, to the market value of the building or structure;
 - ~~iii.~~ Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage; and
 - ~~ii.iv.~~ Notify the applicant if it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the flood resistant construction requirements of the NC Building Code and this ordinance is required.
- c. It is the intent that the Town of Zebulon shall apply the Flood Protection Overlay District to all property within the area as delineated on the official zoning map of the Town of Zebulon. Whenever the provisions of this part impose greater restrictive standards than are required in or under any other ordinance, statute or agreement, the regulations and requirements of this part shall govern. Whenever the provisions of any other ordinance, statute or agreement require more restrictive standards than are required in this part, the provisions of such ordinance, statute or agreement shall govern.

B. GENERAL FLOODPLAIN PROVISIONS

1. LANDS TO WHICH THESE STANDARDS APPLY

~~This part shall apply to all areas of special flood hazard within the jurisdiction.~~ This section shall apply to all Special Flood Hazard Areas and Future Conditions Flood Hazard Areas within the jurisdiction, including Extra-Territorial Jurisdictions (ETJs) of the Town of Zebulon

2. BASIS FOR ESTABLISHING THE AREAS OF SPECIAL FLOOD HAZARD

The Special Flood Hazard Areas and Future Conditions Flood Hazard Areas are those identified under the Cooperating Technical State (CTS) agreement between the State of North Carolina and FEMA in its FIS dated ~~April 16, 2013~~ July 19, 2022 for Wake County and associated DFIRM panels, including any digital data developed as part of the Flood Insurance Study, which are adopted by reference and declared a part of the ordinance. Future revisions to the FIS and DFIRM panels that do not change flood hazard data within the jurisdictional authority of the Town of Zebulon are also adopted by reference and declared a part of this ordinance.

- a. Flood Protection Zone 1 is the full extent of the FEMA 100-year floodplain as determined by the U.S. Army Corps of Engineers, North Carolina Division of Water Quality, or USGS 7.5-minute topography maps and shall remain undisturbed. Flood Protection Zone 1 is the most dynamic and hazardous zone, carrying debris and other projectiles during times of flooding. No new development is permitted within Flood Protection Zone 1 except for stream bank or shoreline restoration or stabilization, water dependent structures, and public or private projects such as road crossings and installations, utility crossings and installations, and greenways, where no practical alternatives exist. Flood Protection Zone 1 shall remain undisturbed in its entirety except for exempted activities described herein.

ARTICLE 3: DISTRICTS

3.8. Overlay Zoning Districts

3.8.2 Flood Hazard Overlay (FHO) District

- b. Flood Protection Zone 2 shall be a minimum of 50 feet landward of all sides of perennial and intermittent surface waters, streams, lakes, and ponds as determined by the U.S. Army Corps of Engineers, North Carolina Division of Water Quality, or USGS 7.5-minute topography maps and shall remain undisturbed. A surface water shall be determined present if the feature is approximately shown on either the most recent version of the soil survey map prepared by the Natural Resources Conservation Service of the United States Department of Agriculture (USDA) or the most recent version of the 1:24,000 scale (7.5 minute) quadrangle topographic maps prepared by the United States Geologic Survey (USGS). An exception to this requirement may be allowed when surface waters are not present in accordance with the provisions of 15A NCAC 2B .0233(3)(a) or similar site-specific determination made using division-approved methodology. Disturbance of existing vegetation shall be minimized to the greatest extent possible except for the installation of artificial stream bank or shoreline stabilization, water dependent structures and public or private projects such as utility service lines, road crossings or greenways where no practical alternatives exists. No new impervious surface or regular maintenance (e.g. mowing) of vegetation can occur in Zone 2.

3. ESTABLISHMENT OF FLOODPLAIN DEVELOPMENT PERMIT

A floodplain development permit (see Section 2.2.11, Floodplain Development Permit) shall be required in conformance with the provisions of this part prior to the commencement of any development activities.

4. COMPLIANCE

No structure or land shall hereafter be located, extended, converted, or structurally altered without full compliance with the terms of this part and other applicable regulations. This part shall render no valid permitted or conforming structure nonconforming. An existing structure may be rebuilt if damaged or destroyed even if the structure fails to conform to these regulations. However, any increase in prior approved impervious surface area shall be subject to these regulations.

5. ABROGATION AND GREATER RESTRICTIONS

This part is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this part and another conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

6. INTERPRETATION

In the interpretation and application of this part, all provisions shall be:

- a. Considered as minimum requirements;
- b. Liberally construed in favor of the governing body; and
- c. Deemed neither to limit nor repeal any other powers granted under state statutes.

7. FLOOD PROTECTION

- a. The degree of flood protection required by this part is considered reasonable for regulatory purposes and is based on scientific and engineering consideration.
- b. Larger floods can and will occur on rare occasions. Flood heights may be increased by manmade or natural causes.
- c. This part does not imply that land outside the areas of special flood hazard or uses permitted within those areas will be free from flooding or flood damages.
- d. This part shall not create liability on the part of the Town of Zebulon or by any officer or employee thereof for any flood damages that result from reliance on this part or any administrative decision lawfully made hereunder.

8. VIOLATIONS

- a. ~~Violation of the provisions of this part or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance or special exceptions, shall constitute a misdemeanor.~~ Violation of the provisions of this ordinance or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance or special exceptions, shall constitute a Class 1 misdemeanor pursuant to NC G.S. § 143-215.58.

ARTICLE 3: DISTRICTS

3.8. Overlay Zoning Districts

3.8.2 Flood Hazard Overlay (FHO) District

- b. Any person who violates this part or fails to comply with any of its requirements shall, upon conviction thereof, be fined not more than ~~\$50~~ \$100 or imprisoned for not more than 30 days, or both. Each day the violation continues shall be considered a separate offense.
- c. Nothing herein contained shall prevent the Town of Zebulon from taking such other lawful action as is necessary to prevent or remedy any violation.

9. AGRICULTURE

- a. Agriculture is subject to the provisions of the Food Security Act of 1985 and the Food, Agriculture, Conservation and Trade Act of 1990.
- b. Silvicultural activities shall be subject to the provisions of the Forest Practices Guidelines related to Water Quality (15A NCAC 11 .0202-0209). The North Carolina Division of Forest Resources is responsible for implementing these provisions pertaining to silvicultural activities.

10. REQUIREMENTS FOR EROSION CONTROL

- a. New nonresidential uses within 200 feet of flood protection areas requiring an erosion/sedimentation control plan under local or state law shall incorporate adequately designed, constructed and maintained spill containment structures if hazardous materials are used, stored, or manufactured on the premises.
- b. Diffuse flow of runoff into flood protection areas shall be maintained by dispersing concentrated flow and reestablishing vegetation.
- c. Vegetative cover shall be reestablished for all areas disturbed by development activities on sites adjoining the flood protection area and shall be maintained on a permanent basis.

11. CONSTRUCTION OF STREETS

- a. The construction of new roads and bridges and nonresidential development shall minimize built upon area, divert storm water away from surface waters and employ best management practices (BMPs) to minimize water quality impacts.
- b. Road construction shall use BMPs outlined in the North Carolina Department of Transportation document, "Best Management Practices for the Protection of Surface Waters."
- c. BMPs shall not be constructed within jurisdictional waters.

C. ADMINISTRATION OF FLOOD PROVISIONS

1. DESIGNATION OF FLOODPLAIN ADMINISTRATION

The Land Use Administrator is hereby appointed to administer and implement the provisions in accordance with Section 10.7.1.D, Floodplain Administrator.

2. DEVELOPMENT APPLICATION, PERMIT AND CERTIFICATION REQUIREMENTS

Application for a development permit shall be made to the local administrator on forms furnished by him or her prior to any development activities. The development permit may include, but not be limited to, plans in duplicate drawn to scale showing: A complete description of all the development to be permitted under the floodplain development permit (e.g. house, garage, pool, septic, bulkhead, cabana, pier, bridge, mining, dredging, filling, grading, paving, excavation or drilling operations, or storage of equipment or materials, etc.). ~~the nature, location, dimensions, and elevations of the area in question; existing or proposed structures; and the location of fill materials, storage areas, and drainage facilities.~~ Specifically, the following information is required:

- a. Where base flood elevation data is provided in accordance with division (C)(10) below, the application for a development permit within the Zone A on the flood insurance rate map shall show:
 - i. The elevation ~~(in relation to mean sea level)~~ in relation to NAVD 1988 of the proposed reference level of the lowest floor (including basement) of all new and substantially improved structures; and
 - ii. If the structure has been floodproofed in accordance with Section 3.8.2.D.2.b, Non-Residential Construction, the elevation ~~(in relation to mean sea level)~~ in relation to NAVD 1988 to which the structure was floodproofed.
 - iii. Elevation in relation to NAVD 1988 to which any proposed utility systems will be elevated or floodproofed.

ARTICLE 3: DISTRICTS

3.8. Overlay Zoning Districts

3.8.2 Flood Hazard Overlay (FHO) District

- b. Where the base flood elevation data is not provided, the application for a development permit must show construction of the lowest floor at least two feet above the highest adjacent grade.
- c. Where any watercourse will be altered or relocated as a result of proposed development, the application for a development permit shall include; a description of the extent of watercourse alteration or relocation; an engineering report on the effects of the proposed project on the flood-carrying capacity of the watercourse and the effects to properties located both upstream and downstream; and a map showing the location of the proposed watercourse alteration or relocation.
- d. If non-residential floodproofing is used to meet the Regulatory Flood Protection Elevation requirements, a Floodproofing Certificate (FEMA Form 086-0-34), with supporting data, an operational plan, and an inspection and maintenance plan are required prior to the actual start of any new construction. It shall be the duty of the permit holder to submit to the Floodplain Administrator a certification of the floodproofed design elevation of the reference level and all attendant utilities, in relation to NAVD 1988. Floodproofing certification shall be prepared by or under the direct supervision of a professional engineer or architect and certified by same. The Floodplain Administrator shall review the certificate data, the operational plan, and the inspection and maintenance plan. Deficiencies detected by such review shall be corrected by the applicant prior to permit approval. Failure to submit the certification or failure to make required corrections shall be cause to deny a Floodplain Development Permit. Failure to construct in accordance with the certified design shall be cause to withhold the issuance of a Certificate of Compliance/Occupancy. When a structure is floodproofed, the applicant shall provide a certificate from a registered professional engineer or architect that the nonresidential floodproofed structure meets the floodproofing criteria in Section 3.8.2.D.2.b. Non-Residential Construction.
- ~~e. A floor elevation or floodproofing certification is required after the lowest floor is completed. Within 21 calendar days of establishment of the lowest floor elevation, or floodproofing by whatever construction means, whichever is applicable, it shall be the duty of the permit holder to submit to the local administrator a certification of the elevation of the lowest floor, or floodproofed elevation, whichever is applicable, as built, in relation to mean sea level. The certification shall be prepared by or under the direct supervision of a registered land surveyor or professional engineer and certified by same. When floodproofing is utilized for a particular building, the certification shall be prepared by or under the direct supervision of a professional engineer or architect and certified by same. Any work done within the 21-day calendar period and prior to submission of the certification shall be at the permit holder's risk. The land use administrator shall review the floor elevation survey data submitted. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to further progressive work being permitted to proceed. Failure to submit the survey or failure to make the corrections required hereby shall be cause to issue a stop-work order for the project, halt further inspections and shall be cause to not issue or revoke the certificate of occupancy of the building. A final Finished Construction Floodproofing Certificate (FEMA Form 086-0-34), with supporting data, an operational plan, and an inspection and maintenance plan are required prior to the issuance of a Certificate of Compliance/Occupancy. It shall be the duty of the permit holder to submit to the Floodplain Administrator a certification of the floodproofed design elevation of the reference level and all attendant utilities, in relation to NAVD 1988. Floodproofing certificate shall be prepared by or under the direct supervision of a professional engineer or architect and certified by same. The Floodplain Administrator shall review the certificate data, the operational plan, and the inspection and maintenance plan. Deficiencies detected by such review shall be corrected by the applicant prior to Certificate of Occupancy. Failure to submit the certification or failure to make required corrections shall be cause to deny a Floodplain Development Permit. Failure to construct in accordance with the certified design shall be cause to deny a Certificate of Compliance/Occupancy.~~
- e.
- f. When a structure requires flood certification, floor elevation or floodproofing certification a zoning inspection will be performed by the Land Use Administrator, or their designee, to ensure the proper placement of the foundation in relation to the required setbacks and/or approved site plan prior to the scheduling of a footing or any other type of inspection.

ARTICLE 3: DISTRICTS

3.8. Overlay Zoning Districts

3.8.2 Flood Hazard Overlay (FHO) District

- g.** Development of all property within the Flood Protection Area Overlay District shall require that all plans submitted include delineated streams demonstrating compliance with the standards of this section. This plan shall be required to be submitted for all development, planned developments and any other type of development that increases the impervious area of the site except for single-family development on a single lot of record created prior to the adoption of this section. No land-disturbing activity shall take place prior to issuance of a grading permit.
- h.** Prior to issuance of grading permit for any property within the Flood Protection Area Overlay District, except for single-family development on a single lot of record created prior to the adoption of this section, a waters/wetlands jurisdictional assessment shall be performed by a U.S. Army Corps of Engineers' qualified environmental professional using Army Corps of Engineers and North Carolina Division of Water Quality criteria.
- i.** A statement that no fill material or other development shall encroach into the floodway or non-encroachment area of any watercourse unless the requirements of Section 3.8.2.D.4 have been met.
- h.j.** A statement, that all materials below BFE/RFPE must be flood resistant materials.

D. PROVISIONS FOR FLOOD HAZARD REDUCTION

1. GENERAL STANDARDS

In all special flood hazard areas and future conditions flood hazard areas the following provisions are required:

- a.** All new construction and substantial improvements shall be designed (or modified) and adequately anchored to prevent flotation, collapse and lateral movement of the structure;
- b.** All new construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage;
- c.** All new construction and substantial improvements shall be constructed by methods and practices that minimize flood damages;
- d.** ~~Electrical, heating, ventilation, plumbing, air conditioning equipment and other service facilities shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding. These include, but are not limited to, HVAC equipment, water softener units, bath/kitchen fixtures, ductwork, electric/gas meter panels/boxes, utility/cable boxes, appliances (washers, dryers, refrigerators, freezers and the like), hot water heaters and electric outlets/switches.~~ All new electrical, heating, ventilation, plumbing, air conditioning equipment, and other service equipment shall be located at or above the RFPE or designed and installed to prevent water from entering or accumulating within the components during the occurrence of the base flood. These include, but are not limited to, HVAC equipment, water softener units, bath/kitchen fixtures, ductwork, electric/gas meter panels/boxes, utility/cable boxes, water heaters, and electric outlets/switches.

 - i.** Replacements part of a substantial improvement, electrical, heating, ventilation, plumbing, air conditioning equipment, and other service equipment shall also meet the above provisions.
 - ii.** Replacements that are for maintenance and not part of a substantial improvement, may be installed at the original location provided the addition and/or improvements only comply with the standards for new construction consistent with the code and requirements for the original structure.
- e.** All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system;
- f.** New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters;
- g.** On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding;
- h.** ~~Any alteration, repair, reconstruction or improvements to a structure, which is in compliance with the provisions of this part, shall meet the requirements of new construction as contained in this part;~~

d.

ARTICLE 3: DISTRICTS

3.8. Overlay Zoning Districts

3.8.2 Flood Hazard Overlay (FHO) District

- i.h.** Nothing in this part shall prevent the repair, reconstruction or replacement of a building or structure existing on the effective date of this part and located totally or partially within the floodway, non-encroachment area or stream setback, provided there is no additional encroachment below the regulatory flood protection elevation in the floodway, non-encroachment area, or stream setback, and provided that the repair, reconstruction or replacement meets all of the other requirements of this part;
- i.i.** New solid waste disposal facilities and sites, hazardous waste management facilities, salvage yards and chemical storage facilities shall not be permitted, except by variance as specified in Section 2.2.21.G.2, Flood Hazard Overlay Variance Standards. A structure or tank for chemical or fuel storage incidental to an allowed use or to the operation of a water treatment plant or wastewater treatment facility may be located in a special flood hazard area or future conditions flood hazard area with the Land Use Administrators' approval only if the structure or tank is either elevated or floodproofed to at least the regulatory flood protection elevation and certified according to Section 3.8.2.C.2.c;
- k.i.** All subdivision proposals and other development proposals shall be consistent with the need to minimize flood damage;
- l.k.** All subdivision proposals and other development proposals shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize flood damage;
- m.l.** All subdivision proposals and other development proposals shall have adequate drainage provided to reduce exposure to flood hazards; and
- m.** All subdivision proposals and other development proposals shall have received all necessary permits from those governmental agencies for which approval is required by federal or state law, including § 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. § 1334.
- n.** When a structure is partially located in a Special Flood Hazard Area, the entire structure shall meet the requirements for new construction and substantial improvements.
- o.** When a structure is located in multiple flood hazard zones or in a flood hazard risk zone with multiple base flood elevations, the provisions for the more restrictive flood hazard risk zone and the highest BFE shall apply.
- p.** Fill is prohibited in the SFHA and Future Conditions Flood Hazard Areas, including construction of buildings on fill. This includes not approving Conditional Letters or Letters of Map Revision - Based on Fill (CLOMR-F or LOMR-F).

2. SPECIFIC STANDARDS

In all special flood hazard areas where base flood elevation (BFE) data has been provided and in future conditions flood hazard areas where future conditions flood elevations data has been provided, as set forth in Section 3.8.2.B.2, Basis for Establishing the Areas of Special Flood Hazard, or Sections 10.7.1.D.11 and 10.7.1.D.12, the following provisions, in addition to Section 3.8.2.D.1, General Standards, are required.

a. RESIDENTIAL CONSTRUCTION

- i.** New construction or substantial improvement of any residential structure (including manufactured homes) shall have the lowest floor, including basement, elevated no lower than two feet above the base flood elevation.
- ii.** Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate the unimpeded movements of flood waters shall be provided.

b. NON-RESIDENTIAL CONSTRUCTION

- i.** ~~New construction or substantial improvement of any commercial, industrial or non-residential structure (including manufactured homes) shall have the lowest floor, including basement, elevated no lower than two feet above the level of the base flood elevation.~~ New construction and substantial improvement of any commercial, industrial, or other non-residential structure shall have the reference level, including basement, elevated no lower than the Regulatory Flood Protection Elevation, as defined in Chapter 9 of this ordinance.

ARTICLE 3: DISTRICTS

3.8. Overlay Zoning Districts

3.8.2 Flood Hazard Overlay (FHO) District

- ~~ii. Structures located in A-zones may be floodproofed in lieu of elevation provided they are watertight with walls substantially impermeable to the passage of water, using structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy.~~ Structures located in Zones A, AE, AH, AO, A99, and X (Future) may be floodproofed to the Regulatory Flood Protection Elevation in lieu of elevation provided that all areas of the structure, together with attendant utility and sanitary facilities, below the Regulatory Flood Protection Elevation are watertight with walls substantially impermeable to the passage of water, using structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. For AO Zones, the floodproofing elevation shall be in accordance with Article 5, Section G (2).
- ~~iii. A registered professional engineer or architect shall certify that the standards of this division are satisfied.~~ A registered professional engineer or architect shall certify that the floodproofing standards of this subsection are satisfied. The certification shall be provided to the official Floodplain Administrator as set forth in Section 3.8.2.C.2.c along with the operational plan and the inspection and maintenance plan.;

c. MANUFACTURED HOMES

- i. Manufactured homes that are placed or substantially improved on sites outside a manufactured home park or subdivision; in a new manufactured home park or subdivision; in an expansion to an existing manufactured home park or subdivision; or, in an existing manufactured home park or subdivision on which a manufactured home has incurred substantial damage as the result of a flood, must be elevated on a permanent foundation so that the lowest floor of the manufactured home is elevated no lower than one foot above the base flood elevation and be securely anchored to an adequately anchored foundation system to resist flotation, collapse and lateral movement.
- ii. Manufactured homes that are to be placed or substantially improved on sites in an existing manufactured home park or subdivision that are not subject to the provisions of Section 3.8.2.D.2.c.i of this chapter must be elevated so that the lowest floor of the manufactured home is elevated no lower than one foot above the base flood elevation, and be securely anchored to an adequately anchored foundation to resist flotation, collapse and lateral movement.
- iii. Manufactured homes shall be anchored to prevent floatation, collapse or lateral movement. For the purpose of this requirement, manufactured homes must be anchored to resist floatation, collapse or lateral movement in accordance with the Regulations for Mobile Homes and Modular Housing adopted by the Commissioner of Insurance pursuant to G.S. § 143-143.15. Additionally, when the elevation would be met by an elevation of the chassis at least 36 inches or less above the grade at the sight, the chassis shall be supported by reinforced piers or other foundation elements of at least equivalent strength. When the elevation of the chassis is above 36 inches in height an engineering certification is required.
- iv. No manufactured homes shall be permitted, except in an existing manufactured home park or subdivision. A replacement manufactured home may be placed on a lot in an existing manufactured home park or subdivision provided the anchoring and the elevation standards of Section 3.8.2.D.2.c, Manufactured Homes, are met.
- v. An evacuation plan must be developed for evacuation of all residents of all new, substantially improved or substantially damaged manufactured home parks or subdivisions located within flood prone areas. This plan shall be filed with and approved by the Land Use Administrator and the local Emergency Management Coordinator.

d. ELEVATED BUILDINGS

Fully enclosed area, of new construction and substantially improved structures, which is below the lowest floor:

- i. Shall not be designed or used for human habitation, but shall only be used for parking of vehicles, building access or limited storage of maintenance equipment used in connection with the premises. Access to the enclosed area shall be the minimum necessary to allow for parking of vehicles (garage door) or limited storage of maintenance equipment (standard exterior

ARTICLE 3: DISTRICTS

3.8. Overlay Zoning Districts

3.8.2 Flood Hazard Overlay (FHO) District

door), or entry to the living area (stairway or elevator). The interior portion of the enclosed area shall not be finished or partitioned into separate rooms, except to enclose storage areas;

- ii. Shall be constructed entirely of flood resistant materials below the regulatory flood protection elevation;
- ii.iii. Shall not be temperature-controlled or conditioned; and
- iii.iv. Shall include, in Zones AE and X (Future), flood openings to automatically equalize hydrostatic flood forces on walls by allowing for the entry and exit of flood waters. To meet this requirement, the openings must either be certified by a professional engineer or architect or meet or exceed the following minimum design criteria:
 1. A minimum of two flood openings on different sides of each enclosed area subject to flooding;
 2. The total net area of all flood openings must be at least one square inch for each square foot of enclosed area subject to flooding;
 3. If a building has more than one enclosed area, each enclosed area must have flood openings to allow flood waters to automatically enter and exit;
 4. The bottom of all required flood openings shall be no higher than one foot above the adjacent grade;
 5. Flood openings may be equipped with screens, louvers, or other coverings or devices, provided they permit the automatic flow of flood waters in both directions; and
 6. Enclosures made of flexible skirting are not considered enclosures for regulatory purposes, and, therefore, do not require flood openings. Masonry or wood underpinning, regardless of structural status, is considered an enclosure and requires flood openings as outlined above.

~~6.~~

e. ADDITIONS/IMPROVEMENTS

- i. Additions and/or improvements to pre-FIRM structures when the addition and/or improvements in combination with any interior modifications to the existing structure are:
 1. Not a substantial improvement, the addition and/or improvements must be designed to minimize flood damages and must not be any more non-conforming than the existing structure; and
 2. A substantial improvement, the existing structure and the addition and/or improvements must comply with the standards for new construction.
- ii. Additions to post-FIRM structures with no modifications to the existing structure other than a standard door in the common wall shall require only the addition to comply with the standards for new construction.
- iii. Additions and/or improvements to post-FIRM structures when the addition and/or improvements in combination with any interior modifications to the existing structure are:
 1. Not a substantial improvement, the addition and/or improvements only must comply with the standards for new construction; or
 2. A substantial improvement, both the existing structure and the addition and/or improvements must comply with the standards for new construction.
- iv. Where an independent perimeter load-bearing wall is provided between the addition and the existing building, the addition(s) shall be considered a separate building and only the addition must comply with the standards for new construction.
- v. Any combination of repair, reconstruction, rehabilitation, addition or improvement of a building or structure taking place during a One (1) year period, the cumulative cost of which equals or exceeds 50 percent of the market value of the structure before the improvement or repair is started must comply with the standards for new construction. For each building or structure, one (1) year period begins on the date of the first improvement or repair of that building or structure subsequent to the effective date of this ordinance. Substantial damage also means flood-related damage sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, on the

ARTICLE 3: DISTRICTS

3.8. Overlay Zoning Districts

3.8.2 Flood Hazard Overlay (FHO) District

average, equals or exceeds 25 percent of the market value of the structure before the damage occurred. If the structure has sustained substantial damage, any repairs are considered substantial improvement regardless of the actual repair work performed. The requirement does not, however, include either:

1. Any project for improvement of a building required to correct existing health, sanitary or safety code violations identified by the building official and that are the minimum necessary to assume safe living conditions.

iv-2. Any alteration of a historic structure provided that the alteration will not preclude the structure's continued designation as a historic structure.

f. RECREATIONAL VEHICLES

Recreational vehicles shall either:

- i. Be on site for fewer than 180 consecutive days and be fully licensed and ready for highway use (a recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities, and has no permanently attached additions); or
- ii. Recreational vehicles that do not meet the limitations of Temporary Placement shall meet~~Meet~~ all the requirements for new construction.

g. TEMPORARY NON-RESIDENTIAL STRUCTURES

Prior to the issuance of a floodplain development permit for a temporary structure, the applicant must submit to the Floodplain Administrator a plan for the removal of the structure(s) in the event of a hurricane, flash flood or other type of flood warning notification. The following information shall be submitted in writing to the Floodplain Administrator for review and written approval:

- i. A specified time period for which the temporary use will be permitted. Time specified may not exceed three months, renewable up to one year;
- ii. The name, address and phone number of the individual responsible for the removal of the temporary structure;
- iii. The time frame prior to the event at which a structure will be removed (i.e., minimum of 72 hours before landfall of a hurricane or immediately upon flood warning notification);
- iv. A copy of the contract or other suitable instrument with the entity responsible for physical removal of the structure; and
- v. Designation, accompanied by documentation, of a location outside the special flood hazard area or future conditions flood hazard area, to which the temporary structure will be moved.

h. ACCESSORY STRUCTURES

When accessory structures (sheds, detached garages and the like) are to be placed within a special flood hazard area or future conditions flood hazard area, the following criteria shall be met:

- i. Accessory structures shall not be used for human habitation (including working, sleeping, living, cooking or restroom areas);
- ii. Accessory structures shall not be temperature-controlled;
- iii. Accessory structures shall be designed to have low flood damage potential;
- iv. Accessory structures shall be constructed and placed on the building site so as to offer the minimum resistance to the flow of flood waters;
- v. Accessory structures shall be firmly anchored in accordance with Sections 3.8.2.D.1.a and 3.8.2.D.1.b;
- vi. All service facilities such as electrical shall be installed in accordance with Section 3.8.2.D.1.d; and
- vii. Flood openings to facilitate automatic equalization of hydrostatic flood forces shall be provided below regulatory flood protection elevation in conformance with Section 3.8.2.D.2.d.iii.

i. FOOTPRINT

- i. An accessory structure with a footprint less than 150 square feet that satisfies the criteria outlined above does not require an elevation or floodproofing certificate.

ARTICLE 3: DISTRICTS

3.8. Overlay Zoning Districts

3.8.2 Flood Hazard Overlay (FHO) District

- ii. Elevation or floodproofing certifications are required for all other accessory structures in accordance with Section 3.8.2.C.2, Development Application, Permit and Certification Requirements).

j. TANKS.

When gas and liquid storage tanks are to be placed within a Special Flood Hazard Area or Future Conditions Flood Hazard Area, the following criteria shall be met:

- i. Underground tanks. Underground tanks in flood hazard areas shall be anchored to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty;
- ii. Above-ground tanks, elevated. Above-ground tanks in flood hazard areas shall be elevated to or above the Regulatory Flood Protection Elevation on a supporting structure that is designed to prevent flotation, collapse or lateral movement during conditions of the design flood. Tank-supporting structures shall meet the foundation requirements of the applicable flood hazard area;
- iii. Above-ground tanks, not elevated. Above-ground tanks that do not meet the elevation requirements of Article 5, Section B (2) of this Article shall be permitted in flood hazard areas provided the tanks are designed, constructed, installed, and anchored to resist all flood-related and other loads, including the effects of buoyancy, during conditions of the design flood and without release of contents in the floodwaters or infiltration by floodwaters into the tanks. Tanks shall be designed, constructed, installed, and anchored to resist the potential buoyant and other flood forces acting on an empty tank during design flood conditions.
- iv. Tank inlets and vents. Tank inlets, fill openings, outlets and vents shall be:
 - 1. At or above the Regulatory Flood Protection Elevation or fitted with covers designed to prevent the inflow of floodwater or outflow of the contents of the tanks during conditions of the design flood; and
 - 2. Anchored to prevent lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the design flood.

k. OTHER DEVELOPMENT

- i. Fences in regulated floodways and NEAs that have the potential to block the passage of floodwaters, such as stockade fences and wire mesh fences, shall meet the limitations of Article 5, Section F of this ordinance.
- ii. Retaining walls, sidewalks and driveways in regulated floodways and NEAs. Retaining walls and sidewalks and driveways that involve the placement of fill in regulated floodways shall meet the limitations of 3.8.2.D.4 of this ordinance.
- iii. Roads and watercourse crossings in regulated floodways and NEAs. Roads and watercourse crossings, including roads, bridges, culverts, low-water crossings and similar means for vehicles or pedestrians to travel from one side of a watercourse to the other side, that encroach into regulated floodways shall meet the limitations of 3.8.2.D.4 of this ordinance.

ii.

3. STANDARDS FOR FLOODPLAINS WITHOUT ESTABLISHED BASE FLOOD ELEVATIONS

Within the special flood hazard areas designated as Approximate Zone A and established in Section 3.8.2.A.2, Findings of Fact, where no base flood elevation (BFE) data has been provided by FEMA, the following provisions, in addition to Section 3.8.2.D.1, General Standards, and Section 3.8.2.D.2, Specific Standards, shall apply:

- a. No encroachments, including fill, new construction, substantial improvements or new development shall be permitted within a distance of 20 feet each side from top of bank or five times the width of the stream, whichever is greater, unless certification with supporting technical data by a registered professional engineer is provided demonstrating that the encroachments shall not result in any increase in flood levels during the occurrence of the base flood discharge.
- b. The BFE used in determining the regulatory flood protection elevation shall be determined based on one of the following criteria set in priority order:

ARTICLE 3: DISTRICTS

3.8. Overlay Zoning Districts

3.8.2 Flood Hazard Overlay (FHO) District

- i. If base flood elevation (BFE) data is available from other sources, all new construction and substantial improvements within those areas shall also comply with all applicable provisions of this part and shall be elevated or floodproofed in accordance with standards in Sections 10.7.1.D.11 and 10.7.1.D.12.
- ii. All subdivision, manufactured home park and other development proposals shall provide base flood elevation (BFE) data if development is greater than five acres or has more than 50 lots/manufactured home sites. The base flood elevation (BFE) data shall be adopted by reference per Section 3.8.2.B.2, Basis for Establishing the Areas of Special Flood Hazard, to be utilized in implementing this part; or
- iii. When base flood elevation (BFE) data is not available from a federal, state or other source as outlined above, the reference level shall be elevated to or above the regulatory flood protection elevation, as defined in Section 9.4, Definitions.

4. FLOODWAYS AND NON-ENCROACHMENT AREAS

Areas designated as floodways or non-encroachment areas are located within the special flood hazard areas established in Section 3.8.2.D.2, Specific Standards. The floodways and non-encroachment areas are extremely hazardous areas due to the velocity of flood waters that have erosion potential and carry debris and potential projectiles. The following provisions, in addition to standards outlined in Section 3.8.2.D.1, General Standards, and Section 3.8.2.D.2, Specific Standards, shall apply to all development within those areas:

- a. No encroachments, including fill, new construction, substantial improvements and other developments shall be permitted unless it has been demonstrated that:
 - i. The proposed encroachment would not result in any increase in the flood levels during the occurrence of the base flood, based on hydrologic and hydraulic analyses performed in accordance with standard engineering practice and presented to the Floodplain Administrator prior to issuance of floodplain development permit; or
 - ii. A conditional letter of map revision (CLOMR) has been approved by FEMA. A letter of map revision (LOMR) must also be obtained upon completion of the proposed encroachment.
- b. If Subsection 3.8.2.D.3.a is satisfied, all development shall comply with all applicable flood hazard reduction provisions of this part.
- c. No manufactured homes shall be permitted, except replacement manufactured homes in an existing manufactured home park or subdivision, provided the following provisions are met:
 - i. The anchoring and the elevation standards of Section 3.8.2.D.2.c, Manufactured Homes; and
 - ii. The no encroachment standard of Subsection 3.8.2.D.3.a.

E. SUBDIVISIONS WITHIN SPECIAL FLOOD HAZARD AREAS

1. STANDARDS

The following standards set forth in this division shall be applied to all subdivisions:

- a. All subdivision proposals shall be consistent with the need to minimize flood damage;
- b. All subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize flood damage;
- c. All subdivision proposals shall have adequate drainage provided to reduce exposure to flood hazards; and
- d. Base flood elevation data shall be provided for all subdivision proposals that contain special flood hazard areas.

2. FLOODPLAIN WARNING SIGNS

- a. Prior to the approval of the final plot of a subdivision that contains special flood hazard areas the developer shall cause to be erected a permanent floodplain warning sign.
- b. This sign shall be at least two square feet in the area with lettering no less than one inch in height and be placed in plain view within the right-of-way nearest to the flood prone properties in new subdivisions or new phases of existing subdivisions.

ARTICLE 3: DISTRICTS

3.8. Overlay Zoning Districts

3.8.2 Flood Hazard Overlay (FHO) District

- c. This sign and its placement are subject to approval by the Board of Commissioners during final plat approval.
- d. This sign shall read: "Area Subject to Flooding."

F. STANDARDS FOR AREAS OF SHALLOW FLOODING (ZONE AH).

Located within the Special Flood Hazard Areas established in this ordinance, are areas designated as shallow flooding areas. These areas are subject to inundation by 1-percent-annual-chance shallow flooding (usually areas of ponding) where average depths are one (1) to three (3) feet. Base Flood Elevations are derived from detailed hydraulic analyses are shown in this zone. In addition to requirements under Section 3.8.2.D, all new construction and substantial improvements shall meet the following requirements:

- a. Adequate drainage paths shall be provided around structures on slopes, to guide floodwaters around and away from proposed structures.

G. CORRECTIVE PROCEDURES

1. VIOLATIONS TO BE CORRECTED

When the Floodplain Administrator finds violations of applicable state and local laws; it shall be his or her duty to notify the owner or occupant of the building of the violation. The owner or occupant shall immediately remedy each of the violations of law cited in such notification.

2. ACTIONS IN EVENT OF FAILURE TO TAKE CORRECTIVE ACTION:

If the owner of a building or property shall fail to take prompt corrective action, the Floodplain Administrator shall give the owner written notice, by certified or registered mail to the owner's last known address or by personal service, stating:

- a. That the building or property is in violation of the floodplain management regulations;
- b. That a hearing will be held before the Floodplain Administrator at a designated place and time, not later than ten (10) days after the date of the notice, at which time the owner shall be entitled to be heard in person or by counsel and to present arguments and evidence pertaining to the matter; and
- c. That following the hearing, the Floodplain Administrator may issue an order to alter, vacate, or demolish the building; or to remove fill as applicable.

3. ORDER TO TAKE CORRECTIVE ACTION:

If, upon a hearing held pursuant to the notice prescribed above, the Floodplain Administrator shall find that the building or development is in violation of the Flood Damage Prevention Ordinance, he or she shall issue an order in writing to the owner, requiring the owner to remedy the violation within a specified time period, not less than sixty (60) calendar days, nor more One-hundred-eighty (180) calendar days. Where the Floodplain Administrator finds that there is imminent danger to life or other property, he or she may order that corrective action be taken in such lesser period as may be feasible.

4. APPEAL:

Any owner who has received an order to take corrective action may appeal the order to the Board of Adjustment by giving notice of appeal in writing to the Floodplain Administrator and the clerk within ten (10) days following issuance of the final order. In the absence of an appeal, the order of the Floodplain Administrator shall be final. The Board of Adjustment shall hear an appeal within a reasonable time and may affirm, modify and affirm, or revoke the order.

5. FAILURE TO COMPLY WITH ORDER:

If the owner of a building or property fails to comply with an order to take corrective action for which no appeal has been made or fails to comply with an order of the Board of Adjustment on appeal, the owner shall be guilty of a Class 1 misdemeanor pursuant to NC G.S. § 143-215.58 and shall be punished at the discretion of the court.

d. _____

ARTICLE 9: MEASUREMENT AND DEFINITIONS

9.4. Definitions

Adopted policy guidance

DEFINITIONS

ADOPTED POLICY GUIDANCE	The combined future land-use policy guidance provided by the adopted comprehensive plan, area or corridor plans prepared for specific parts of the Town, system plans related to the town’s infrastructure systems, and other plans.
ADULT BUSINESS	Also known as Sexually Oriented Business. Any place defined as an Adult Establishment as defined by G.S. § 14-202.10 as the statute may be amended time to time, including adult cabarets and except the definitions of Massage Business shall not include any establishment or business where massage is practiced that is a health club, exercise studio, hospital, physical therapy business or other similar health related business. Sexually Oriented Business specifically includes, however, any massage business where massages are rendered by any person exhibiting specific anatomical areas and/or where massages are performed on any client’s specific anatomical areas. Specific Anatomical Areas are those defined by G.S. § 14-202.10 as the statute may be amended from time to time.
ADULT DAY CARE CENTER	A program operated in a structure other than a single-family dwelling that provides group care and supervision on a less than 24-hour basis, and in a place other than their usual place of residence, to adults 18 years or older who may be physically or mentally disabled, and which is certified or approved to operate by the State of North Carolina.
AFFECTED PARTY	Owners of land adjoining the land subject to an application and any other person who could suffer an adverse effect to a property interest from a proposed development.
AGRICULTURAL SUPPORT SERVICES	Commercial establishments engaged in the sales, repair, rental, and storage of tools, equipment, supplies, and machinery in support of farms, farming, agriculture, or horticulture. Uses also include sales of products grown on a farm, provision of farm-related experiences (e.g., immersion farming or pick-your-own establishments), wineries, and agritourism.
AGRICULTURE AND HORTICULTURE	The cultivation and production of orchard, garden, or nursery crops on a small or large scale, the production of field grown crops, specialty crops, flowers, fruit, market gardening, nuts, ornamental plants, sod, vegetables, and similar horticultural uses. Uses also include agronomy, aquaculture, fisheries, apiculture, silviculture, plant nurseries, and similar uses.
AIRCRAFT PARTS, SALES AND MAINTENANCE	The use of land for the display and sale of, or general repair, rebuilding, or reconditioning of any contrivance used for navigation of or flight in the air.
AIRPORT AND RELATED FACILITIES	Any area of land or water designed and set aside for the landing and take-off of aircraft, including all necessary facilities for the housing, fueling, and maintenance of aircraft.
ALLEY	See “Street, Alley.”
ALTERATION	Any change because of construction, repair, maintenance or otherwise to buildings located within a historic district or designated as a historic property.
<u>ALTERATION OF WATERCOURSE</u>	<u>A dam, impoundment, channel relocation, change in channel alignment, channelization, or change in cross-sectional area of the channel or the channel capacity, or any other form of modification which may alter, impede, retard or change the direction and/or velocity of the riverine flow of water during conditions of the base flood.</u>
ALTERNATIVE LANDSCAPE PLAN	A document prepared by an applicant that proposes an alternative means of compliance with the standards in <u>Section 5.6, Landscaping</u> .
ALTERNATIVE PARKING PLAN	A document prepared by an applicant that proposes an alternative means of compliance with the standards in <u>Section 5.8, Parking and Loading</u> .
AMATEUR HAM RADIO	Equipment, including antennas, transmitters, and antenna support structures used by a non-professional person in the transmittal of messages and

ARTICLE 9: MEASUREMENT AND DEFINITIONS

9.4. Definitions

Application

DEFINITIONS	
APPLICATION	The completed form or forms and all accompanying documents, exhibits, and fees required of an applicant by the appropriate town department or board as part of the development review processes.
ARBOR	A structure with an open roof system providing partial shading and which may also have non-opaque fencing on the outside perimeter.
ARBORETUM OR FORMAL GARDEN	A place where trees, shrubs, or other woody plants are grown, exhibited or labeled for scientific, educational, or passive recreational purposes, not including the harvest of plants or their produce.
ARCADE	A series of arches supported by piers or columns. It is typical for an arcade to have habitable floor space directly above it.
ARCH OR ARCHWAY	A curved, semicircular opening in a wall.
AREA OF SHALLOW FLOODING	A designated AO or VO -AH Zone on a community's flood insurance rate map (FIRM) with base flood depths from one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and indeterminate, and where velocity flow may be evident.
AREA OF SPECIAL FLOOD HAZARD	See "Special Flood Hazard Area (SFHA)". <i>The land in the floodplain within a community subject to a 1% or greater chance of being equaled or exceeded in any given year.</i>
ART INSTALLATION	Three-dimensional art (such as sculpture, painting, or other physical form of expression) that is created, constructed, and installed on the site where it is displayed for the purposes of expressing an idea, feeling, or desire to evoke a reaction from the viewer.
ART GALLERY	A space or series of spaces dedicated towards the display, exhibition, and sale of works of art.
ARTERIAL STREET	See "Street, Arterial."
ARTICULATION	The presence or projections, recesses, or other architectural features along a building façade.
ARTISAN STUDIO	A space dedicated towards the production and sale of works of art. This may include mixed or various media including but not limited to paint, wood, wax, metal, paper, plastic, film, or similar materials.
AS-BUILT PLANS	A set of engineering or site drawings that delineate the specific permitted development as actually constructed.
ASPHALT OR CONCRETE PLANT	An industrial establishment engaged in the production of asphalt, macadam, blacktop, concrete, or mortar for use in the construction and repair of buildings, roadways, and vehicular use areas. The use involves the stockpiling of sand, binder and filler, as well as a heater to mix the ingredients, and trucks to deliver products to the site of installation.
ASSISTED LIVING FACILITY	A residential facility with support and supervisory personnel for the elderly or infirm that provide rooms, meals, personal care, and supervision of self-administered medication. They may provide other services such as recreational and social activities, financial services, transportation, laundry, and other services appropriate for the residents and designed to provide a relatively independent lifestyle.
AUCTION HOUSE	A commercial establishment engaged in the re-sale of objects, artifacts, or products. Such uses may also include facilities for storage and shipping.
AUDITORIUM	A building or structure designed or intended for use for spectator sports, entertainment events, expositions, conferences, seminars, product displays, recreation activities, and other public gatherings, all occurring inside a structure typically limited to a capacity of 500 or fewer seats, along with accessory functions including temporary outdoor displays, and food and beverage preparation and service for on-premise consumption.
AUTHORIZED AGENT	A person with express written legal consent to act upon another's behalf.

ARTICLE 9: MEASUREMENT AND DEFINITIONS

DEFINITIONS

CO-WORKING SPACE	A land use that serves as a shared workspace for employees of different organizations. Co-working spaces consist of private, self-contained offices as well as shared or common office workspaces available for rent by more than one individual. Co-working spaces may include shared administrative staff, document production, presentation equipment, storage, kitchens, or private meeting rooms.
CREMATORIUM	
CRITICAL AREA	See "Watershed Critical Area."
CUL-DE-SAC STREET	See "Street, Cul-de-Sac."
CULTURAL FACILITY, LIBRARY, OR MUSEUM	Establishments such as zoological gardens, conservatories, planetariums, or other similar uses of an historic, educational, or cultural interest, which are not operated for profit.
CUPOLA	A domelike structure on top of a roof or dome, often used as a lookout or to admit light and air.
CURB	A constructed element used to stabilize paving, gutter, planting areas, or sidewalks.
CURVILINEAR WALL FEATURE	A portion of a building's exterior wall that is curved or arced relative to the primary wall plane.

D

DAM	A barrier, whether constructed or natural that holds back water.
DEAD-END STREET	See "Street, Dead-End."
DECK	A structure, without a roof, directly adjacent to a principal building which has an average elevation above finished grade.
DECORATIVE GLASS	Glass located on an exterior wall of a building that may be transparent, semi-transparent, or opaque.
DEDICATION	The act of giving, donating, or dedicating land or infrastructure improvements to a unit of government for their operation and maintenance.
DEED RESTRICTION	A written private agreement that restricts the use, occupancy, or configuration placed upon the title of real estate often by the developer.
DEMOLITION	Complete or constructive removal of a building or portion of a building on any site.
DESIGN FLOOD	See "Regulatory Flood Protection Elevation."
DESIGNEE	A person selected or designated to carry out a duty or role.
DEVELOPER	A person, including a governmental agency or redevelopment authority, who undertakes any development and who is the landowner of the property to be developed or who has been authorized by the landowner to undertake development on that property.

ARTICLE 9: MEASUREMENT AND DEFINITIONS

9.4. Definitions

Development

DEFINITIONS

<p>DEVELOPMENT</p>	<p>Any man-made change to improved or unimproved real estate, including any of the following:</p> <ul style="list-style-type: none"> a. The construction, erection, alteration, enlargement, renovation, substantial repair, movement to another site, or demolition of any structure. b. The excavation, grading, filling, clearing, or alteration of land. c. The subdivision of land as defined in G.S. 160D-802. d. The initiation or substantial change in the use of land or the intensity of use of land. <p>For the purposes of Section 3.8.2, Flood Hazard Overlay (FHO) District:</p> <p>(a) Any manmade change to improved or unimproved real estate, including, but not limited to, the construction, erection, structural alteration, enlargement, or rehabilitation of any buildings or other structures, including farm buildings, mining, dredging, filling, grading, paving, excavation or drilling operations, or storage of equipment or materials, clearing of vegetation; and any use or change in use of any structures or land.</p> <p>(b) Development shall also include any land disturbing activity on improved or unimproved real estate that changes the amount of impervious or partially impervious surfaces on a parcel, or that otherwise decreases the natural infiltration of precipitation into the soil.</p>
<p><u>DEVELOPMENT ACTIVITY</u></p>	<p>For the purposes of Section 3.8.2, Flood Overlay (FHO) District, any activity defined as Development which will necessitate a Floodplain Development Permit. This includes buildings, structures, and non-structural items, including (but not limited to) fill, bulkheads, piers, pools, docks, landings, ramps, and erosion control/stabilization measures.</p>
<p>DEVELOPMENT AGREEMENT</p>	<p>A written agreement between the town and a developer or applicant that sets down the rights and responsibilities of each party as pertaining to a single development.</p>
<p>DEVELOPMENT APPROVAL</p>	<p>An administrative or quasi-judicial approval made pursuant to G.S. 160D and UDO Article 2 that is written and that is required prior to commencing development or undertaking a specific activity, project, or development proposal. Development approvals include, but are not limited to, zoning permits, site plan approvals, special use permits, variances, and certificates of appropriateness. The term also includes all other regulatory approvals required by regulations adopted pursuant to this G.S. 160D and any Town Ordinance including plat approvals, permits issued, development agreements entered into, and building permits issued.</p>
<p>DEVELOPMENT ENTRY POINT</p>	<p>A vehicular access point providing ingress or egress to an individual neighborhood or development.</p>
<p>DIAMETER AT BREAST HEIGHT (DBH)</p>	<p>Measurement for determining the size of existing trees to be credited towards landscaping requirements or for violations of this Ordinance. DBH is the measurement of the diameter of an existing tree trunk taken at a height of 4 ½ feet above the ground. Trees with multiple trunks should be treated as multiple trees and the DBH for each trunk added to aggregate diameter measurement.</p>
<p>DIFFUSE FLOW</p>	<p>Water flowing in a thin layer over the ground surface without, and at relatively uniform velocities so as not to create an identifiable channel through erosion.</p>
<p><u>DIGITAL FLOOD INSURANCE RATE MAP (DFIRM)</u></p>	<p>The digital official map of a community, issued by the Federal Emergency Management Agency (FEMA), on which both the Special Flood Hazard Areas and the risk premium zones applicable to the community are delineated.</p>
<p>DISPOSAL</p>	<p>For the purposes of the FHO, as defined in NCGS 130A-290(a)(6), the discharge, deposit, injection, dumping, spilling, leaking, or placing of any</p>

ARTICLE 9: MEASUREMENT AND DEFINITIONS

DEFINITIONS	
	solid waste into or on any land or water so that the solid waste or any constituent part of the solid waste may enter the environment or be emitted into the air or discharged into any waters, including groundwaters.the discharge, deposit, injection, dumping, spilling, leaking, or placing of any solid waste into or on any land or water so that the solid waste or any constituent part of the solid waste may enter the environment or be emitted into the air or discharged into any waters, including ground water.
DISTRIBUTED ANTENNA SYSTEM (DAS) NODE	Wireless telecommunications equipment that includes one or more antennas mounted on a support structure (such as a utility pole, building, or other vertical projection) which is connected via cable or wirelessly to an equipment cabinet on site that is joined via cable to the internet and/or other communication network. Applications for the establishment of a DAS node are reviewed and decided in accordance with the procedures for establishment of a small wireless facility.
DITCH (OR CANAL)	As used in the riparian buffer standards, a man-made channel other than a modified natural stream constructed for drainage purposes that is typically dug through inter-stream divide areas. A ditch or canal may have flows that are perennial, intermittent, or ephemeral and may exhibit hydrological and biological characteristics similar to perennial or intermittent streams.
DORMER WINDOW	A window that projects vertically from a sloping roof.
DOUBLE FRONTAGE LOT	See "Lot, Double Frontage."
DRIVE AISLE	A vehicular accessway within a surface parking lot or a parking structure.
DRIVE THROUGH	A facility designed to enable a person to transact business while remaining in a motor vehicle.
DRIVEWAY	The portion of the vehicle accommodation area that consists of a travel lane bounded on either side by an area that is not a part of the vehicle accommodation.
DRIVEWAY MEDIAN	A constructed device, whether raised or lowered from grade level, located within a driveway or drive aisle that is used to control traffic direction or limit turning movements.
DROUGHT TOLERANT TREE	See "Tree, Drought Tolerant."
DRUG/ALCOHOL TREATMENT FACILITY	Inpatient facility which provides care for persons with drug and/or alcohol dependency problems and which may include outpatient follow-up care to the facility's patients.
DUPLEX DWELLING	A single detached dwelling on one lot that contains two dwelling units. The units may be located side by side in a horizontal configuration or stacked one above the other in a vertical configuration, sharing common vertical walls or horizontal floors and ceilings.
DWELLING	Any building, structure, manufactured home, or mobilehome, or part thereof, used and occupied for human habitation or intended to be so used, and includes any outhouses and appurtenances belonging thereto or usually enjoyed therewith. Dwelling shall not include any manufactured home, mobile home, or recreational vehicle, if used solely for a seasonal vacation purpose.
DWELLING UNIT	One or more rooms arranged for the use of one or more individuals living together as a single housekeeping unit with cooking, living, sanitary, and sleeping facilities.

E

ARTICLE 9: MEASUREMENT AND DEFINITIONS

9.4. Definitions

Equipment Cabinet

DEFINITIONS	
EQUIPMENT CABINET	For the purposes of the standards in <u>Section 4.3.4.S, Wireless Telecommunication Facilities</u> , a non-habitable structure, such as a box, enclosure, vault, shelter, or pedestal, typically located above ground, that contains radios, computers, or other equipment necessary for the transmission or reception of wireless telecommunication signals.
EQUIPMENT COMPOUND	For the purposes of the standards in <u>Section 4.3.4.S, Wireless Telecommunication Facilities</u> , an area containing wireless telecommunications equipment serving antennas on a nearby telecommunications tower, utility pole, building, or other vertical projection. An equipment compound is commonly fenced or surrounding by walls that limit access to members of the general public. Nothing shall limit an equipment compound from being located within a building, on the roof of a building, or underground.
EROSION	The wearing away of land surface by the action of wind, water, gravity, or any combination thereof.
EROSION CONTROL MEASURE	A device which controls the soil material within the land area under responsible control of the person conducting a land-disturbing activity.
EROSION CONTROL PERMIT	A permit associated with land-disturbing activity that approves certain actions designed to inhibit erosion or limit accumulation of sediment in streams or on other lands outside the area of disturbance.
ESTABLISHED GRADE	See "Grade, Established."
EVENT VENUE	A commercial establishment and associated grounds engaged in the hosting and production of pre-planned events like weddings, corporate parties, or reunions. Typical accessory uses include kitchens or meal preparation space, limited overnight accommodations, photography studios, facilities to accommodate live or recorded music, on- and off-site parking, and outdoor recreation facilities.
EVERGREEN TREE	See "Tree, Evergreen."
EXEMPTION	A use, site feature, or development condition that is exempted authorized to deviate from otherwise applicable requirements
<u>EXISTING BUILDING AND EXISTING STRUCTURE</u>	<u>Means any building and/or structure for which the "start of construction" commenced before January 1, 2020, the initial effective date of the floodplain management regulations adopted by the community.</u>

ARTICLE 9: MEASUREMENT AND DEFINITIONS

DEFINITIONS

<u>FLOOD-RESISTANT MATERIAL</u>	Any building product [material, component or system] capable of withstanding direct and prolonged contact (minimum 72 hours) with floodwaters without sustaining damage that requires more than low-cost cosmetic repair. Any material that is water-soluble or is not resistant to alkali or acid in water, including normal adhesives for above-grade use, is not flood-resistant. Pressure-treated lumber or naturally decay-resistant lumbers are acceptable flooring materials. Sheet-type flooring coverings that restrict evaporation from below and materials that are impervious, but dimensionally unstable are not acceptable. Materials that absorb or retain water excessively after submergence are not flood-resistant. Please refer to Technical Bulletin 2, Flood Damage-Resistant Materials Requirements, and available from the FEMA. Class 4 and 5 materials, referenced therein, are acceptable flood-resistant materials.
FLOODPLAIN	Any land area susceptible to being inundated by water from any source in response to precipitation events.
FLOODPLAIN ADMINISTRATOR	The individual appointed to administer and enforce the floodplain management regulations.
FLOODPLAIN DEVELOPMENT PERMIT	A permit that is required, in conformance with the provisions of this Ordinance, prior to the commencement of any development activity in a floodplain.
FLOODPROOFING	Any combination of structural and nonstructural additions, changes, or adjustments to structures, which reduce or eliminate flood damage to real estate or improved real property, water and sanitation facilities, structures, and their contents.
FLOODWAY	The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot
<u>FLOODWAY ENCROACHMENT ANALYSIS</u>	<u>An engineering analysis of the impact that a proposed encroachment into a floodway or non-encroachment area is expected to have on the floodway boundaries and flood levels during the occurrence of the base flood discharge. The evaluation shall be prepared by a qualified North Carolina licensed engineer using standard engineering methods and models.</u>
FLOOR	For the purposes of Section 3.8.2, Flood Hazard Overlay (FHO) District: The top surface of an enclosed area in a building (including basement), i.e., top of slab in concrete slab construction or top of wood flooring in wood frame construction. The term does not include the floor of a garage used solely for parking vehicles.
FOOTCANDLE	A unit of measure of the intensity of light falling on a surface. It is often defined as the amount of illumination the inside surface of a one-foot-radius sphere would be receiving if there were a uniform point source of one candela in the exact center of the sphere. One footcandle is equal to one lumen per square foot.
FOOTPRINT	See "Building Footprint."
FORESTRY ACTIVITY	An activity related to planting, maintaining, or removing trees as part of a forestry management plan or bona fide farming activity.
FRATERNAL CLUB OR LODGE	A building and related facilities owned and operated by a corporation, association, or group of individuals established for fraternal, social, educational, recreational, or cultural enrichment of its members and primarily not for profit, and whose members meet certain prescribed qualifications for membership and pay dues.

ARTICLE 9: MEASUREMENT AND DEFINITIONS

DEFINITIONS	
LEVEE	A manmade structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water so as to provide protection from temporary flooding.
LEVEL OF SERVICE (LOS)	<p>As used in Section 6.13, Transportation Impact Analysis, a quantitative and qualitative measure of how well traffic flows on a given street or highway. LEVEL OF SERVICE relates to such factors as highway width, number of lanes, percentage of trucks, total traffic volume, turning movements, lateral clearances, grades, sight distance, capacity in relation to volume, travel speed and other factors which affect the quality of flow. LEVEL OF SERVICE is typically summarized by letter grades described as follows:</p> <ul style="list-style-type: none"> (a) Level "A" is a condition with low traffic volumes, high speeds and free-flow conditions. (b) Level "B" is a condition with light traffic volumes, minor speed restrictions and stable flow. (c) Level "C" is a condition with moderate traffic volumes, where speed and maneuvering are restricted to a limited degree by the amount of traffic. (d) Level "D" is a condition with heavy traffic operating at tolerable speeds, although temporary slowdowns in flow may occur. (e) Level "E" is a condition of very heavy flow and relatively low speeds. Under Level "E," the traffic is unstable and short stoppage may occur. (f) Level "F" is a condition of extremely heavy flow, with frequent stoppage and very slow speeds. It is an unstable traffic condition under which traffic often comes to a complete halt.
LIBRARY	A public facility for the use, but not sale, of literary, historical, scientific, musical, artistic, or other reference materials.
LIGHT TRESPASS	Unwanted light that shines from one lot to another.
LIGHTING PLAN	A graphic deposition of proposed exterior lighting fixture locations, height, anticipated luminance, and cones of illumination.
LIVE/WORK DWELLING	A structure or portion of a structure combining a dwelling unit with an integrated nonresidential work space typically used by one or more of the residents. The nonresidential work space is found on the building's ground floor.
LOADING SPACE (FACILITY)	Space logically and conveniently located for bulk pickups and deliveries, scaled to delivery vehicles, and not considered as part of the minimum required off-street surface parking.
LOCAL STREET	See "Street, Local."
<u>LETTER OF MAP CHANGE (LOMC)</u>	<p><u>An official determination issued by FEMA that amends or revises an effective Flood Insurance Rate Map or Flood Insurance Study. Letters of Map Change include:</u></p> <p><u>Letter of Map Amendment (LOMA): An official amendment, by letter, to an effective National Flood Insurance Program map. A LOMA is based on technical data showing that a property had been inadvertently mapped as being in the floodplain, but is actually on natural high ground above the base flood elevation. A LOMA amends the current effective Flood Insurance Rate Map and establishes that a specific property, portion of a property, or structure is not located in a special flood hazard area.</u></p> <p><u>Letter of Map Revision (LOMR): A revision based on technical data that may show changes to flood zones, flood elevations, special flood hazard area boundaries and floodway delineations, and other planimetric features.</u></p>

ARTICLE 9: MEASUREMENT AND DEFINITIONS

DEFINITIONS

	<p><u>Letter of Map Revision Based on Fill (LOMR-F): A determination that a structure or parcel of land has been elevated by fill above the BFE and is, therefore, no longer located within the special flood hazard area. In order to qualify for this determination, the fill must have been permitted and placed in accordance with the community's floodplain management regulations.</u></p> <p><u>Conditional Letter of Map Revision (CLOMR): A formal review and comment as to whether a proposed project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective Flood Insurance Rate Map or Flood Insurance Study; upon submission and approval of certified as-built documentation, a Letter of Map Revision may be issued by FEMA to revise the effective FIRM.</u></p>
<u>LIGHT DUTY TRUCK</u>	<p><u>For the purposes of Section 3.8.2, Flood Hazard Overlay (FHO) District: any motor vehicle rated at 8,500 pounds Gross Vehicular Weight Rating or less which has a vehicular curb weight of 6,000 pounds or less and which has a basic vehicle frontal area of 45 square feet or less as defined in 40 CFR 86.082-2 and is:</u></p> <ul style="list-style-type: none"> <u>(a) Designed primarily for purposes of transportation of property or is a derivation of such a vehicle, or</u> <u>(b) Designed primarily for transportation of persons and has a capacity of more than 12 persons; or</u> <u>(c) Available with special features enabling off-street or off-highway operation and use.</u>
LOT	A parcel of land not divided by streets that is or will be occupied by a building and its accessory building(s) or an open air use of land, together with all required yard and other required open spaces, with all forms of required access and necessary utilities.
LOT DEPTH	See Section 9.3.3.A.2, Lot Depth.
LOT FRONTAGE	For the purposes of the subdivision regulations, the distance for which the front boundary line of a lot and the street line are coincident. In the case of corner lots, this shall be the street boundary line having the shortest distance coincident with a street line.
LOT OF RECORD (EXISTING LOT)	A lot that has been recorded in the office of the Wake County Register of Deeds and which was in conformance with the development regulations in effect at the time of recording.
LOT WIDTH	See Section 9.3.3.A.3, Lot Width.
LOT, CORNER	See Section 9.3.3.C.1, Corner Lot.
LOT, DOUBLE FRONTAGE	A lot with frontage on streets located at the front and rear of the lot.
LOT, FLAG	An irregularly shaped lot where the buildable portion of the lot is connected to its street frontage by an arm. Further, in cases where a minimum lot width is prescribed, the arm is less than the presumptive minimum required lot width.
LOT, THROUGH	A lot having frontage on two parallel or approximately parallel streets.
LOTS	For the purposes of the subdivision regulations, a parcel, piece, portion or tract of land separated from other parcels, pieces, portions and tracts of land by description on a subdivision plat or any plat recorded or to be recorded in the office of the Register of Deeds or any description by metes and bounds or other means.

ARTICLE 9: MEASUREMENT AND DEFINITIONS

9.4. Definitions

Manufacturing, Light

DEFINITIONS

MANUFACTURING, LIGHT	Uses that involve indoor processing or assembly of finished or partially finished goods and do not require large stockpiles of raw material. Processing and storage activities take place solely within enclosed buildings, which helps limit (but does not completely prevent) the creation of noise, vibration, dust, glare, heat, odor, and smoke. Examples include, but are not limited to: production or repair of small machines or electronic parts and equipment; woodworking and cabinet building; publishing and lithography; computer design and development; research, development, testing facilities and laboratories; apparel production; sign making; assembly of pre-fabricated parts, manufacture of electric, electronic, or optical instruments or devices; manufacture and assembly of artificial limbs, dentures, hearing aids, and surgical instruments; manufacture, processing, and packing of food products, cosmetics, and manufacturing of components, jewelry, clothing, trimming decorations, and any similar item.
MAP AMENDMENT	See "Zoning Map Amendment."
MAP REPOSITORY	<u>For the purposes of the FHO, the location of the official flood hazard data to be applied for floodplain management. It is a central location in which flood data is stored and managed; in North Carolina, FEMA has recognized that the application of digital flood hazard data products have the same authority as hard copy products. Therefore, the NCEM's Floodplain Mapping Program websites house current and historical flood hazard data. For effective flood hazard data the NC FRIS website (http://FRIS.NC.GOV/FRIS) is the map repository, and for historical flood hazard data the FloodNC website (http://FLOODNC.GOV/NCFLOOD) is the map repository.</u>
MARKET VALUE	For the purposes of the FHO, the building value, not including the land value and that of any accessory structures or other improvements on the lot. Market value may be established by independent certified appraisal, replacement cost depreciated for age of building and quality of construction (Actual Cash Value), or adjusted tax assessed values.
MASTER PLAN	A conceptual plan associated with an application to establish a planned development district that sets out the general location, type, and configuration of proposed development within the district.
MATERIAL CHANGE	A change in the meaning or language of a legal document, such as a contract, agreement, or approval that is made by one party to the document without the consent of the other after it has been signed or completed.
MATERIAL RETURN	The continuation of one or more exterior building materials on one building façade beyond an inside or outside building corner to a logical termination point on a different wall plane.
MATURE TREE	A tree that has reached more than one-third of its expected maximum size.
MAXIMUM EXTENT PRACTICABLE	No feasible or practical alternative exists, as determined by the town, and all possible efforts to comply with the standards or regulation to minimize potential harmful or adverse impacts have been undertaken by an applicant. Economic considerations may be taken into account but shall not be the overriding factor determining "maximum extent practicable."
MEAN SEA LEVEL	The average height of the sea for all stages of the tide. It is used as a reference for establishing various elevations within the floodplain. For purposes of this part, the term is synonymous with National Geodetic Vertical Datum (NGVD).
MECHANICAL EQUIPMENT	Equipment and fixtures used for HVAC, fabrication, assembly, or production purposes.

ARTICLE 9: MEASUREMENT AND DEFINITIONS

DEFINITIONS	
NEW MANUFACTURED HOME PARK OR SUBDIVISION	For the purposes of Section 3.8.2, Flood Hazard Overlay (FHO) District: A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete slabs) is completed on or after the effective date of this part.
NIGHTCLUB OR DANCE HALL	Any establishment, whether public or a private club, serving a predominantly adult clientele, and whose primary business is the sale of alcoholic beverages, including beer and wine, for consumption on the premises in conjunction with dancing or live performances, and which sets a minimum age requirement for entrance. An establishment is not a nightclub if the establishment: (1) has a Class A restaurant license from the State of North Carolina; (2) maintains a full service restaurant on its premises at all times when it is open to the public for business; or (3) provides facilities for seating not less than 40 persons simultaneously at tables for the service of meals. The establishment is also not a nightclub if the establishment allows entrance at all times to any person regardless of age.
NONCONFORMING BUILDING OR USE	For the purposes of Section 3.8.2, Flood Hazard Overlay (FHO) District: Any legally existing building or use which fails to comply with the provisions of the ordinance.
NONCONFORMING LOT	A lot of record that that was lawful at the date on which it was established, but does not conform to the current dimensional requirements of the zoning district in which it is located.
NONCONFORMING SIGN	Any sign that was lawfully established, but does not meet the standards of this Ordinance.
NONCONFORMING SITE	A site that was legally established, but that is not presently in full compliance with elements of this Ordinance pertaining to landscaping, lighting, access and on-site circulation, parking areas, and screening.
NONCONFORMING STRUCTURE	A structure that was lawful on the date on which it was established, but does not conform to current dimensional, elevation, location, or other requirements of this Ordinance.
NONCONFORMING USE	A use type which was lawful on the date on which it was established, but is now no longer a permitted use of that lot, building, or structure under this ordinance. A use that when established did not require a special use permit, but now requires a special use permit shall be considered a nonconforming use until special use permit approval is obtained.
NONCONFORMITY	Any land use, development, structure, or site, including any lot of record, that was legally established, but that is not presently in full compliance with the provisions of this Ordinance.
<u>NON-CONVERSION AGREEMENT</u>	<u>A document stating that the owner will not convert or alter what has been constructed and approved. Violation of the agreement is considered a violation of the ordinance and, therefore, subject to the same enforcement procedures and penalties. The agreement must be filed with the recorded deed for the property. The agreement must show the clerk's or recorder's stamps and/or notations that the filing has been completed.</u>
NON-ENCROACHMENT AREA	The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot as designated in the Flood Insurance Study report.
NON-STRUCTURAL BMP	As used in Section 7.4, Stormwater, non-structural BMPs are preventive actions that involve management and source controls such as: (1) Policies and ordinances that provide requirements and standards to direct growth to identified areas, protect sensitive areas such as wetlands and

ARTICLE 9: MEASUREMENT AND DEFINITIONS

9.4. Definitions

Tangent

DEFINITIONS	
TANGENT	A straight line or plane that touches a curve or curved surface at a point, but if extended does not cross it at that point.
TATTOO AND PIERCING ESTABLISHMENT	An establishment whose principle business activity, either in terms of operation or as held out to the public, is the practice of one or more of the following: 1. Placing of designs, letters, figures, symbols, or other marks upon or under the skin of any person, using ink or other substances that result in the permanent coloration of the skin by means of the use of needles or other instruments designed to contact or puncture the skin; or 2. Performance of body modification including puncturing or cutting a part of the human body so as to create an opening in which jewelry may be worn.
<u>TECHNICAL BULLETIN & TECHNICAL FACT SHEET</u>	<u>A FEMA publication that provides guidance concerning the building performance standards of the NFIP, which are contained in Title 44 of the U.S. Code of Federal Regulations at Section 60.3. The bulletins and fact sheets are intended for use primarily by State and local officials responsible for interpreting and enforcing NFIP regulations and by members of the development community, such as design professionals and builders. New bulletins, as well as updates of existing bulletins, are issued periodically as needed. The bulletins do not create regulations; rather they provide specific guidance for complying with the minimum requirements of existing NFIP regulations.</u> <u>It should be noted that Technical Bulletins and Technical Fact Sheets provide guidance on the minimum requirements of the NFIP regulations. State or community requirements that exceed those of the NFIP take precedence. Design professionals should contact the community officials to determine whether more restrictive State or local regulations apply to the building or site in question. All applicable standards of the State or local building code must also be met for any building in a flood hazard area.</u>
TECHNICAL REVIEW COMMITTEE	A group of town staff members and others associated with development review in the town.
TELECOMMUNICATIONS TOWER	A vertical projection, typically comprised of steel, designed to support antenna and associated wireless telecommunications equipment for the purpose of sending and receiving wireless telecommunications signals. Utility poles or other vertical projections intended for a purpose other than provision of wireless telecommunications services are not considered to be telecommunications towers.
TELECOMMUNICATIONS TOWER, CONCEALED	A telecommunications tower and associated wireless telecommunications equipment that is integrated as an architectural feature into an existing structure (such as a steeple, bell tower, clock tower, silo, etc.), or that is designed to conceal the presence of the tower, antennas, and related wireless telecommunications equipment in a manner so that the purpose of the tower is obscured.
TELECOMMUNICATIONS TOWER, MAJOR	The construction or installation of a new telecommunications tower with a height of 30 feet or more above the adjacent pre-construction grade and associated equipment, including the equipment compound, access, electrical service, and other related facilities.
TELECOMMUNICATIONS TOWER, MINOR	The construction or installation of a new telecommunications tower with a height of less than 30 feet above the adjacent pre-construction grade or that meets the definition of a concealed telecommunications tower.
<u>TEMPERATURE CONTROLLED</u>	<u>Having the temperature regulated by a heating and/or cooling system, built-in or appliance.</u>

ORDINANCE 2022-49

AMENDMENT TO 3.8.2 FLOOD HAZARD OVERLAY and 9.4 DEFINITIONS

3.8.2 FLOOD HAZARD OVERLAY (FHO) DISTRICT

A. STATUTORY AUTHORIZATION, FINDINGS OF FACTS, PURPOSE AND OBJECTIVES

1. STATUTORY AUTHORIZATION

~~The Legislature of the State of North Carolina has delegated the responsibility to local governmental units to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry in Sections 143-215.54, 143-215.54(a), 143-215.54A, 143-215.56, 143-215.56(e), 143-215.57A, and 160D-923 of the North Carolina General Statutes. The Legislature of the State of North Carolina has in Part 6, Article 21 of Chapter 143; Article 6 of Chapter 153A; Article 8 of Chapter 160A; and Article 7, 9, and 11 of Chapter 160D of the North Carolina General Statutes, delegated to local governmental units the authority to adopt regulations designed to promote the public health, safety, and general welfare.~~

2. FINDINGS OF FACT

- a. The flood hazard areas of the town are subject to periodic inundation which results in loss of life, property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures of flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare.
- b. These flood losses are caused by the cumulative effect of obstructions in floodplains causing increases in flood heights and velocities, and by the occupancy in flood hazard areas of uses vulnerable to floods or hazardous to other lands which are inadequately elevated, flood proofed, or otherwise unprotected from flood damages.
- c. Impervious surfaces associated with development in a watershed have the effect of: reducing the watershed's ability to absorb stormwater; increasing the velocity of stormwater runoff; and, creating erosion from uplands and depositing sediments into floodplains; cumulatively increasing the level of flood waters within the town.
- d. Minimizing construction within the flood protection areas in the town within its zoning jurisdiction has been identified as an effective means for minimizing the risk of these losses.

3. STATEMENT OF PURPOSE

It is the purpose of this part to promote public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

- a. Restrict or prohibit uses that are dangerous to health, safety, and property due to water or erosion hazards, or which result in damaging increases in erosion, flood heights or velocities;
- b. Require that uses vulnerable to floods, including facilities which serve those uses, be protected against flood damage at the time of initial construction;
- c. Control the alteration of natural floodplains, stream channels, and natural protective barriers which are involved in the accommodation of flood waters;
- d. Control filling, grading, dredging, and other development which may increase erosion or flood damage; and
- e. Prevent or regulate the construction of flood barriers which will unnaturally divert flood waters or which may increase flood hazards to other lands.

4. OBJECTIVES

The objectives of this part are:

- a. To protect human life and health;
- b. To minimize expenditure of public money for costly flood control projects;
- c. To minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- d. To minimize prolonged business interruptions;
- e. To minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in floodplains;
- f. Minimize damage to private and public property due to flooding;
- g. Make flood insurance available to the community through the National Flood Insurance Program;
- h. Maintain the natural and beneficial functions of floodplains;
- e.i.
- f.j. To help maintain a stable tax base by providing for the sound use and development of flood prone areas in such a manner as to minimize flood blight areas; and
- g.k. To ensure that potential home buyers are notified that property is in a flood area.

5. ADDITIONAL PROVISIONS

- a. The Flood Protection Overlay District is applied in combination with the existing base zoning districts and has the effect of modifying the requirements, regulations and procedures to the extent expressly indicated in this chapter.
- b. Determinations for existing buildings and structures.
- ~~b. For applications for building permits to improve buildings and structures, including alterations, movement, enlargement, replacement, repair, change of occupancy, additions, rehabilitations, renovations, substantial improvements, repairs of substantial damage, and any other improvement of or work on such buildings and structures, the Floodplain Administrator, in coordination with the Building Official, shall: Redevelopment of built-upon areas of existing development is allowed if the rebuilding activity does not have a net increase in built-upon area.~~
 - i. ~~Single-family dwellings may be expanded, redeveloped or replaced in accordance with the other requirements of the Flood Protection Overlay District without being subject to the restrictions of this section. Estimate the market value, or require the applicant to obtain an appraisal of the market value prepared by a qualified independent appraiser, of the building or structure before the start of construction of the proposed work; in the case of repair, the market value of the building or structure shall be the market value before the damage occurred and before any repairs are made;~~
 - ii. ~~Existing development and land uses as defined herein. Compare the cost to perform the improvement, the cost to repair a damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, if applicable, to the market value of the building or structure;~~
 - iii. Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage; and
 - ii.iv. Notify the applicant if it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the flood resistant construction requirements of the NC Building Code and this ordinance is required.
- c. It is the intent that the Town of Zebulon shall apply the Flood Protection Overlay District to all property within the area as delineated on the official zoning map of the Town of Zebulon. Whenever the provisions of this part impose greater restrictive standards than are required in or under any other ordinance, statute or agreement, the regulations and requirements of this part shall govern. Whenever the provisions of any other ordinance, statute or agreement require more restrictive standards than are required in this part, the provisions of such ordinance, statute or agreement shall govern.

B. GENERAL FLOODPLAIN PROVISIONS

1. LANDS TO WHICH THESE STANDARDS APPLY

This part shall apply to all areas of special flood hazard within the jurisdiction. This section shall apply to all Special Flood Hazard Areas and Future Conditions Flood Hazard Areas within the jurisdiction, including Extra-Territorial Jurisdictions (ETJs) of the Town of Zebulon

2. BASIS FOR ESTABLISHING THE AREAS OF SPECIAL FLOOD HAZARD

The Special Flood Hazard Areas and Future Conditions Flood Hazard Areas are those identified under the Cooperating Technical State (CTS) agreement between the State of North Carolina and FEMA in its FIS dated April 16, 2013 July 19, 2022 for Wake County and associated DFIRM panels, including any digital data developed as part of the Flood Insurance Study, which are adopted by reference and declared a part of the ordinance. Future revisions to the FIS and DFIRM panels that do not change flood hazard data within the jurisdictional authority of the Town of Zebulon are also adopted by reference and declared a part of this ordinance.

- a. Flood Protection Zone 1 is the full extent of the FEMA 100-year floodplain as determined by the U.S. Army Corps of Engineers, North Carolina Division of Water Quality, or USGS 7.5-minute topography maps and shall remain undisturbed. Flood Protection Zone 1 is the most dynamic and hazardous zone, carrying debris and other projectiles during times of flooding. No new development is permitted within Flood Protection Zone 1 except for stream bank or shoreline restoration or stabilization, water dependent structures, and public or private projects such as road crossings and installations, utility crossings and installations, and greenways, where no practical alternatives exist. Flood Protection Zone 1 shall remain undisturbed in its entirety except for exempted activities described herein.
- b. Flood Protection Zone 2 shall be a minimum of 50 feet landward of all sides of perennial and intermittent surface waters, streams, lakes, and ponds as determined by the U.S. Army Corps of Engineers, North Carolina Division of Water Quality, or USGS 7.5-minute topography maps and shall remain undisturbed. A surface water shall be determined present if the feature is approximately shown on either the most recent version of the soil survey map prepared by the Natural Resources Conservation Service of the United States Department of Agriculture (USDA) or the most recent version of the 1:24,000 scale (7.5 minute) quadrangle topographic maps prepared by the United States Geologic Survey (USGS). An exception to this requirement may be allowed when surface waters are not present in accordance with the provisions of 15A NCAC 2B .0233(3)(a) or similar site-specific determination made using division-approved methodology. Disturbance of existing vegetation shall be minimized to the greatest extent possible except for the installation of artificial stream bank or shoreline stabilization, water dependent structures and public or private projects such as utility service lines, road crossings or greenways where no practical alternatives exists. No new impervious surface or regular maintenance (e.g. mowing) of vegetation can occur in Zone 2.

3. ESTABLISHMENT OF FLOODPLAIN DEVELOPMENT PERMIT

A floodplain development permit (see Section 2.2.11, Floodplain Development Permit) shall be required in conformance with the provisions of this part prior to the commencement of any development activities.

4. COMPLIANCE

No structure or land shall hereafter be located, extended, converted, or structurally altered without full compliance with the terms of this part and other applicable regulations. This part shall render no valid permitted or conforming structure nonconforming. An existing structure may be rebuilt if damaged or destroyed even if the structure fails to conform to these regulations. However, any increase in prior approved impervious surface area shall be subject to these regulations.

5. ABROGATION AND GREATER RESTRICTIONS

This part is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this part and another conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

6. INTERPRETATION

In the interpretation and application of this part, all provisions shall be:

- a. Considered as minimum requirements;
- b. Liberally construed in favor of the governing body; and
- c. Deemed neither to limit nor repeal any other powers granted under state statutes.

7. FLOOD PROTECTION

- a. The degree of flood protection required by this part is considered reasonable for regulatory purposes and is based on scientific and engineering consideration.
- b. Larger floods can and will occur on rare occasions. Flood heights may be increased by manmade or natural causes.
- c. This part does not imply that land outside the areas of special flood hazard or uses permitted within those areas will be free from flooding or flood damages.
- d. This part shall not create liability on the part of the Town of Zebulon or by any officer or employee thereof for any flood damages that result from reliance on this part or any administrative decision lawfully made hereunder.

8. VIOLATIONS

- a. ~~Violation of the provisions of this part or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance or special exceptions, shall constitute a misdemeanor.~~ Violation of the provisions of this ordinance or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance or special exceptions, shall constitute a Class 1 misdemeanor pursuant to NC G.S. § 143-215.58.
- b. Any person who violates this part or fails to comply with any of its requirements shall, upon conviction thereof, be fined not more than ~~\$50-\$100~~ or imprisoned for not more than 30 days, or both. Each day the violation continues shall be considered a separate offense.
- c. Nothing herein contained shall prevent the Town of Zebulon from taking such other lawful action as is necessary to prevent or remedy any violation.

9. AGRICULTURE

- a. Agriculture is subject to the provisions of the Food Security Act of 1985 and the Food, Agriculture, Conservation and Trade Act of 1990.
- b. Silvicultural activities shall be subject to the provisions of the Forest Practices Guidelines related to Water Quality (15A NCAC 11.0202-0209). The North Carolina Division of Forest Resources is responsible for implementing these provisions pertaining to silvicultural activities.

10. REQUIREMENTS FOR EROSION CONTROL

- a. New nonresidential uses within 200 feet of flood protection areas requiring an erosion/sedimentation control plan under local or state law shall incorporate adequately designed, constructed and maintained spill containment structures if hazardous materials are used, stored, or manufactured on the premises.
- b. Diffuse flow of runoff into flood protection areas shall be maintained by dispersing concentrated flow and reestablishing vegetation.
- c. Vegetative cover shall be reestablished for all areas disturbed by development activities on sites adjoining the flood protection area and shall be maintained on a permanent basis.

11. CONSTRUCTION OF STREETS

- a. The construction of new roads and bridges and nonresidential development shall minimize built upon area, divert storm water away from surface waters and employ best management practices (BMPs) to minimize water quality impacts.

b. Road construction shall use BMPs outlined in the North Carolina Department of Transportation document, "Best Management Practices for the Protection of Surface Waters."

c. BMPs shall not be constructed within jurisdictional waters.

C. ADMINISTRATION OF FLOOD PROVISIONS

1. DESIGNATION OF FLOODPLAIN ADMINISTRATION

The Land Use Administrator is hereby appointed to administer and implement the provisions in accordance with Section 10.7.1.D, Floodplain Administrator.

2. DEVELOPMENT APPLICATION, PERMIT AND CERTIFICATION REQUIREMENTS

Application for a development permit shall be made to the local administrator on forms furnished by him or her prior to any development activities. The development permit may include, but not be limited to, plans in duplicate drawn to scale showing: A complete description of all the development to be permitted under the floodplain development permit (e.g. house, garage, pool, septic, bulkhead, cabana, pier, bridge, mining, dredging, filling, grading, paving, excavation or drilling operations, or storage of equipment or materials, etc.), the nature, location, dimensions, and elevations of the area in question; existing or proposed structures; and the location of fill materials, storage areas, and drainage facilities. Specifically, the following information is required:

a. Where base flood elevation data is provided in accordance with division (C)(10) below, the application for a development permit within the Zone A on the flood insurance rate map shall show:

i. The elevation (in relation to mean sea level) in relation to NAVD 1988 of the proposed reference level of the lowest floor (including basement) of all new and substantially improved structures; and

ii. If the structure has been floodproofed in accordance with Section 3.8.2.D.2.b, Non-Residential Construction, the elevation (in relation to mean sea level) in relation to NAVD 1988 to which the structure was floodproofed.

iii. Elevation in relation to NAVD 1988 to which any proposed utility systems will be elevated or floodproofed.

b. Where the base flood elevation data is not provided, the application for a development permit must show construction of the lowest floor at least two feet above the highest adjacent grade.

c. Where any watercourse will be altered or relocated as a result of proposed development, the application for a development permit shall include; a description of the extent of watercourse alteration or relocation; an engineering report on the effects of the proposed project on the flood-carrying capacity of the watercourse and the effects to properties located both upstream and downstream; and a map showing the location of the proposed watercourse alteration or relocation.

d. If non-residential floodproofing is used to meet the Regulatory Flood Protection Elevation requirements, a Floodproofing Certificate (FEMA Form 086-0-34), with supporting data, an operational plan, and an inspection and maintenance plan are required prior to the actual start of any new construction. It shall be the duty of the permit holder to submit to the Floodplain Administrator a certification of the floodproofed design elevation of the reference level and all attendant utilities, in relation to NAVD 1988. Floodproofing certification shall be prepared by or under the direct supervision of a professional engineer or architect and certified by same. The Floodplain Administrator shall review the certificate data, the operational plan, and the inspection and maintenance plan. Deficiencies detected by such review shall be corrected by the applicant prior to permit approval. Failure to submit the certification or failure to make required corrections shall be cause to deny a Floodplain Development Permit. Failure to construct in accordance with the certified design shall be cause to withhold the issuance of a Certificate of Compliance/Occupancy. When a structure is floodproofed, the applicant shall provide a certificate from a registered professional engineer or architect that the nonresidential floodproofed structure meets the floodproofing criteria in Section 3.8.2.D.2.b, Non-Residential Construction.

~~e. A floor elevation or floodproofing certification is required after the lowest floor is completed. Within 21 calendar days of establishment of the lowest floor elevation, or floodproofing by whatever construction means, whichever is applicable, it shall be the duty of the permit holder to submit to the local administrator a certification of the elevation of the lowest floor, or floodproofed elevation, whichever is applicable, as built, in relation to mean sea level. The certification shall be prepared by or under the direct supervision of a registered land surveyor or professional engineer and certified by same. When floodproofing is utilized for a particular building, the certification shall be prepared by or under the direct supervision of a professional engineer or architect and certified by same. Any work done within the 21-day calendar period and prior to submission of the certification shall be at the permit holder's risk. The land use administrator shall review the floor elevation survey data submitted. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to further progressive work being permitted to proceed. Failure to submit the survey or failure to make the corrections required hereby shall be cause to issue a stop-work order for the project, halt further inspections and shall be cause to not issue or revoke the certificate of occupancy of the building. A final Finished Construction Floodproofing Certificate (FEMA Form 086-0-34), with supporting data, an operational plan, and an inspection and maintenance plan are required prior to the issuance of a Certificate of Compliance/Occupancy. It shall be the duty of the permit holder to submit to the Floodplain Administrator a certification of the floodproofed design elevation of the reference level and all attendant utilities, in relation to NAVD 1988. Floodproofing certificate shall be prepared by or under the direct supervision of a professional engineer or architect and certified by same. The Floodplain Administrator shall review the certificate data, the operational plan, and the inspection and maintenance plan. Deficiencies detected by such review shall be corrected by the applicant prior to Certificate of Occupancy. Failure to submit the certification or failure to make required corrections shall be cause to deny a Floodplain Development Permit. Failure to construct in accordance with the certified design shall be cause to deny a Certificate of Compliance/Occupancy.~~

~~e.~~

- f. When a structure requires flood certification, floor elevation or floodproofing certification a zoning inspection will be performed by the Land Use Administrator, or their designee, to ensure the proper placement of the foundation in relation to the required setbacks and/or approved site plan prior to the scheduling of a footing or any other type of inspection.
- g. Development of all property within the Flood Protection Area Overlay District shall require that all plans submitted include delineated streams demonstrating compliance with the standards of this section. This plan shall be required to be submitted for all development, planned developments and any other type of development that increases the impervious area of the site except for single-family development on a single lot of record created prior to the adoption of this section. No land-disturbing activity shall take place prior to issuance of a grading permit.
- h. Prior to issuance of grading permit for any property within the Flood Protection Area Overlay District, except for single-family development on a single lot of record created prior to the adoption of this section, a waters/wetlands jurisdictional assessment shall be performed by a U.S. Army Corps of Engineers' qualified environmental professional using Army Corps of Engineers and North Carolina Division of Water Quality criteria.
- i. A statement that no fill material or other development shall encroach into the floodway or non-encroachment area of any watercourse unless the requirements of Section 3.8.2.D.4 have been met.
- h.j. A statement, that all materials below BFE/RFPE must be flood resistant materials.

D. PROVISIONS FOR FLOOD HAZARD REDUCTION

1. GENERAL STANDARDS

In all special flood hazard areas and future conditions flood hazard areas the following provisions are required:

- a. All new construction and substantial improvements shall be designed (or modified) and adequately anchored to prevent flotation, collapse and lateral movement of the structure;
- b. All new construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage;
- c. All new construction and substantial improvements shall be constructed by methods and practices that minimize flood damages;

~~d. Electrical, heating, ventilation, plumbing, air conditioning equipment and other service facilities shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding. These include, but are not limited to, HVAC equipment, water softener units, bath/kitchen fixtures, ductwork, electric/gas meter panels/boxes, utility/cable boxes, appliances (washers, dryers, refrigerators, freezers and the like), hot water heaters and electric outlets/switches; All new electrical, heating, ventilation, plumbing, air conditioning equipment, and other service equipment shall be located at or above the RFPE or designed and installed to prevent water from entering or accumulating within the components during the occurrence of the base flood. These include, but are not limited to, HVAC equipment, water softener units, bath/kitchen fixtures, ductwork, electric/gas meter panels/boxes, utility/cable boxes, water heaters, and electric outlets/switches.~~

~~i. Replacements part of a substantial improvement, electrical, heating, ventilation, plumbing, air conditioning equipment, and other service equipment shall also meet the above provisions.~~

~~ii. Replacements that are for maintenance and not part of a substantial improvement, may be installed at the original location provided the addition and/or improvements only comply with the standards for new construction consistent with the code and requirements for the original structure.~~

d.

- e. All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system;
- f. New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters;
- g. On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding;

~~h. Any alteration, repair, reconstruction or improvements to a structure, which is in compliance with the provisions of this part, shall meet the requirements of new construction as contained in this part;~~

~~i-h. Nothing in this part shall prevent the repair, reconstruction or replacement of a building or structure existing on the effective date of this part and located totally or partially within the floodway, non-encroachment area or stream setback, provided there is no additional encroachment below the regulatory flood protection elevation in the floodway, non-encroachment area, or stream setback, and provided that the repair, reconstruction or replacement meets all of the other requirements of this part;~~

~~j-l. New solid waste disposal facilities and sites, hazardous waste management facilities, salvage yards and chemical storage facilities shall not be permitted, except by variance as specified in Section 2.2.21.G.2, Flood Hazard Overlay Variance Standards. A structure or tank for chemical or fuel storage incidental to an allowed use or to the operation of a water treatment plant or wastewater treatment facility may be located in a special flood hazard area or future conditions flood hazard area with the Land Use Administrators' approval only if the structure or tank is either~~

elevated or floodproofed to at least the regulatory flood protection elevation and certified according to Section 3.8.2.C.2.c;

- ~~k.~~ j. All subdivision proposals and other development proposals shall be consistent with the need to minimize flood damage;
- ~~h.~~ k. All subdivision proposals and other development proposals shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize flood damage;
- ~~m.~~ l. All subdivision proposals and other development proposals shall have adequate drainage provided to reduce exposure to flood hazards; and
- m. All subdivision proposals and other development proposals shall have received all necessary permits from those governmental agencies for which approval is required by federal or state law, including § 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. § 1334.
- n. When a structure is partially located in a Special Flood Hazard Area, the entire structure shall meet the requirements for new construction and substantial improvements.
- o. When a structure is located in multiple flood hazard zones or in a flood hazard risk zone with multiple base flood elevations, the provisions for the more restrictive flood hazard risk zone and the highest BFE shall apply.
- ~~n.~~ p. Fill is prohibited in the SFHA and Future Conditions Flood Hazard Areas, including construction of buildings on fill. This includes not approving Conditional Letters or Letters of Map Revision - Based on Fill (CLOMR-F or LOMR-F).

2. SPECIFIC STANDARDS

In all special flood hazard areas where base flood elevation (BFE) data has been provided and in future conditions flood hazard areas where future conditions flood elevations data has been provided, as set forth in Section 3.8.2.B.2, Basis for Establishing the Areas of Special Flood Hazard, or Sections 10.7.1.D.11 and 10.7.1.D.12, the following provisions, in addition to Section 3.8.2.D.1, General Standards, are required.

a. RESIDENTIAL CONSTRUCTION

- i. New construction or substantial improvement of any residential structure (including manufactured homes) shall have the lowest floor, including basement, elevated no lower than two feet above the base flood elevation.
- ii. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate the unimpeded movements of flood waters shall be provided.

b. NON-RESIDENTIAL CONSTRUCTION

- ~~i.~~ New construction or substantial improvement of any commercial, industrial or non-residential structure (including manufactured homes) shall have the lowest floor, including basement, elevated no lower than two feet above the level of the base flood elevation. New construction and substantial improvement of any commercial, industrial, or other non-residential structure shall have the reference level, including basement, elevated no lower than the Regulatory Flood Protection Elevation, as defined in Chapter 9 of this ordinance.
- ~~ii.~~ Structures located in A-zones may be floodproofed in lieu of elevation provided they are watertight with walls substantially impermeable to the passage of water, using structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. Structures located in Zones A, AE, AH, AO, A99, and X (Future) may be floodproofed to the Regulatory Flood Protection Elevation in lieu of elevation provided that all areas of the structure, together with attendant utility and sanitary facilities, below the Regulatory Flood Protection Elevation are watertight with walls substantially impermeable to the passage of water, using structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. For AO Zones, the floodproofing elevation shall be in accordance with Article 5, Section G (2).

- ~~iii. A registered professional engineer or architect shall certify that the standards of this division are satisfied.~~ A registered professional engineer or architect shall certify that the floodproofing standards of this subsection are satisfied. The certification shall be provided to the official Floodplain Administrator as set forth in Section 3.8.2.C.2.c along with the operational plan and the inspection and maintenance plan.

c. MANUFACTURED HOMES

- i. Manufactured homes that are placed or substantially improved on sites outside a manufactured home park or subdivision; in a new manufactured home park or subdivision; in an expansion to an existing manufactured home park or subdivision; or, in an existing manufactured home park or subdivision on which a manufactured home has incurred substantial damage as the result of a flood, must be elevated on a permanent foundation so that the lowest floor of the manufactured home is elevated no lower than one foot above the base flood elevation and be securely anchored to an adequately anchored foundation system to resist flotation, collapse and lateral movement.
- ii. Manufactured homes that are to be placed or substantially improved on sites in an existing manufactured home park or subdivision that are not subject to the provisions of Section 3.8.2.D.2.c.i of this chapter must be elevated so that the lowest floor of the manufactured home is elevated no lower than one foot above the base flood elevation, and be securely anchored to an adequately anchored foundation to resist flotation, collapse and lateral movement.
- iii. Manufactured homes shall be anchored to prevent floatation, collapse or lateral movement. For the purpose of this requirement, manufactured homes must be anchored to resist flotation, collapse or lateral movement in accordance with the Regulations for Mobile Homes and Modular Housing adopted by the Commissioner of Insurance pursuant to G.S. § 143-143.15. Additionally, when the elevation would be met by an elevation of the chassis at least 36 inches or less above the grade at the sight, the chassis shall be supported by reinforced piers or other foundation elements of at least equivalent strength. When the elevation of the chassis is above 36 inches in height an engineering certification is required.
- iv. No manufactured homes shall be permitted, except in an existing manufactured home park or subdivision. A replacement manufactured home may be placed on a lot in an existing manufactured home park or subdivision provided the anchoring and the elevation standards of Section 3.8.2.D.2.c, Manufactured Homes, are met.
- v. An evacuation plan must be developed for evacuation of all residents of all new, substantially improved or substantially damaged manufactured home parks or subdivisions located within flood prone areas. This plan shall be filed with and approved by the Land Use Administrator and the local Emergency Management Coordinator.

d. ELEVATED BUILDINGS

Fully enclosed area, of new construction and substantially improved structures, which is below the lowest floor:

- i. Shall not be designed or used for human habitation, but shall only be used for parking of vehicles, building access or limited storage of maintenance equipment used in connection with the premises. Access to the enclosed area shall be the minimum necessary to allow for parking of vehicles (garage door) or limited storage of maintenance equipment (standard exterior door), or entry to the living area (stairway or elevator). The interior portion of the enclosed area shall not be finished or partitioned into separate rooms, except to enclose storage areas;
- ii. Shall be constructed entirely of flood resistant materials below the regulatory flood protection elevation;
- ~~iii.~~ iii. Shall not be temperature-controlled or conditioned; and

iii.iv. Shall include, in Zones AE and X (Future), flood openings to automatically equalize hydrostatic flood forces on walls by allowing for the entry and exit of flood waters. To meet this requirement, the openings must either be certified by a professional engineer or architect or meet or exceed the following minimum design criteria:

1. A minimum of two flood openings on different sides of each enclosed area subject to flooding;
2. The total net area of all flood openings must be at least one square inch for each square foot of enclosed area subject to flooding;
3. If a building has more than one enclosed area, each enclosed area must have flood openings to allow flood waters to automatically enter and exit;
4. The bottom of all required flood openings shall be no higher than one foot above the adjacent grade;
5. Flood openings may be equipped with screens, louvers, or other coverings or devices, provided they permit the automatic flow of flood waters in both directions; and
- 6.** Enclosures made of flexible skirting are not considered enclosures for regulatory purposes, and, therefore, do not require flood openings. Masonry or wood underpinning, regardless of structural status, is considered an enclosure and requires flood openings as outlined above.

6.

e. ADDITIONS/IMPROVEMENTS

- i. Additions and/or improvements to pre-FIRM structures when the addition and/or improvements in combination with any interior modifications to the existing structure are:
 1. Not a substantial improvement, the addition and/or improvements must be designed to minimize flood damages and must not be any more non-conforming than the existing structure; and
 2. A substantial improvement, the existing structure and the addition and/or improvements must comply with the standards for new construction.
- ii. Additions to post-FIRM structures with no modifications to the existing structure other than a standard door in the common wall shall require only the addition to comply with the standards for new construction.
- iii. Additions and/or improvements to post-FIRM structures when the addition and/or improvements in combination with any interior modifications to the existing structure are:
 1. Not a substantial improvement, the addition and/or improvements only must comply with the standards for new construction; or
 2. A substantial improvement, both the existing structure and the addition and/or improvements must comply with the standards for new construction.
- iv.** Where an independent perimeter load-bearing wall is provided between the addition and the existing building, the addition(s) shall be considered a separate building and only the addition must comply with the standards for new construction.
- v.** Any combination of repair, reconstruction, rehabilitation, addition or improvement of a building or structure taking place during a One (1) year period, the cumulative cost of which equals or exceeds 50 percent of the market value of the structure before the improvement or repair is started must comply with the standards for new construction. For each building or structure, one (1) year period begins on the date of the first improvement or repair of that building or structure subsequent to the effective date of this ordinance. Substantial damage also means flood-related damage sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, on the average, equals or exceeds 25 percent of the market value of the structure before the damage occurred. If the structure has sustained substantial damage, any repairs are considered substantial improvement

regardless of the actual repair work performed. The requirement does not, however, include either:

1. Any project for improvement of a building required to correct existing health, sanitary or safety code violations identified by the building official and that are the minimum necessary to assume safe living conditions.

iv.2. Any alteration of a historic structure provided that the alteration will not preclude the structure's continued designation as a historic structure.

f. RECREATIONAL VEHICLES

Recreational vehicles shall either:

- i. Be on site for fewer than 180 consecutive days and be fully licensed and ready for highway use (a recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities, and has no permanently attached additions); or
- ii. Recreational vehicles that do not meet the limitations of Temporary Placement shall meet all the requirements for new construction.

g. TEMPORARY NON-RESIDENTIAL STRUCTURES

Prior to the issuance of a floodplain development permit for a temporary structure, the applicant must submit to the Floodplain Administrator a plan for the removal of the structure(s) in the event of a hurricane, flash flood or other type of flood warning notification. The following information shall be submitted in writing to the Floodplain Administrator for review and written approval:

- i. A specified time period for which the temporary use will be permitted. Time specified may not exceed three months, renewable up to one year;
- ii. The name, address and phone number of the individual responsible for the removal of the temporary structure;
- iii. The time frame prior to the event at which a structure will be removed (i.e., minimum of 72 hours before landfall of a hurricane or immediately upon flood warning notification);
- iv. A copy of the contract or other suitable instrument with the entity responsible for physical removal of the structure; and
- v. Designation, accompanied by documentation, of a location outside the special flood hazard area or future conditions flood hazard area, to which the temporary structure will be moved.

h. ACCESSORY STRUCTURES

When accessory structures (sheds, detached garages and the like) are to be placed within a special flood hazard area or future conditions flood hazard area, the following criteria shall be met:

- i. Accessory structures shall not be used for human habitation (including working, sleeping, living, cooking or restroom areas);
- ii. Accessory structures shall not be temperature-controlled;
- iii. Accessory structures shall be designed to have low flood damage potential;
- iv. Accessory structures shall be constructed and placed on the building site so as to offer the minimum resistance to the flow of flood waters;
- v. Accessory structures shall be firmly anchored in accordance with Sections 3.8.2.D.1.a and 3.8.2.D.1.b;
- vi. All service facilities such as electrical shall be installed in accordance with Section 3.8.2.D.1.d; and
- vii. Flood openings to facilitate automatic equalization of hydrostatic flood forces shall be provided below regulatory flood protection elevation in conformance with Section 3.8.2.D.2.d.iii.

i. FOOTPRINT

- i. An accessory structure with a footprint less than 150 square feet that satisfies the criteria outlined above does not require an elevation or floodproofing certificate.

- ii. Elevation or floodproofing certifications are required for all other accessory structures in accordance with Section 3.8.2.C.2, Development Application, Permit and Certification Requirements).

i. TANKS.

When gas and liquid storage tanks are to be placed within a Special Flood Hazard Area or Future Conditions Flood Hazard Area, the following criteria shall be met:

- i. Underground tanks. Underground tanks in flood hazard areas shall be anchored to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty;
- ii. Above-ground tanks, elevated. Above-ground tanks in flood hazard areas shall be elevated to or above the Regulatory Flood Protection Elevation on a supporting structure that is designed to prevent flotation, collapse or lateral movement during conditions of the design flood. Tank-supporting structures shall meet the foundation requirements of the applicable flood hazard area;
- iii. Above-ground tanks, not elevated. Above-ground tanks that do not meet the elevation requirements of Article 5, Section B (2) of this Article shall be permitted in flood hazard areas provided the tanks are designed, constructed, installed, and anchored to resist all flood-related and other loads, including the effects of buoyancy, during conditions of the design flood and without release of contents in the floodwaters or infiltration by floodwaters into the tanks. Tanks shall be designed, constructed, installed, and anchored to resist the potential buoyant and other flood forces acting on an empty tank during design flood conditions.
- iv. Tank inlets and vents. Tank inlets, fill openings, outlets and vents shall be:
 - 1. At or above the Regulatory Flood Protection Elevation or fitted with covers designed to prevent the inflow of floodwater or outflow of the contents of the tanks during conditions of the design flood; and
 - 2. Anchored to prevent lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the design flood.

k. OTHER DEVELOPMENT

- i. Fences in regulated floodways and NEAs that have the potential to block the passage of floodwaters, such as stockade fences and wire mesh fences, shall meet the limitations of Article 5, Section F of this ordinance.
- ii. Retaining walls, sidewalks and driveways in regulated floodways and NEAs: Retaining walls and sidewalks and driveways that involve the placement of fill in regulated floodways shall meet the limitations of 3.8.2.D.4 of this ordinance.
- ii-iii. Roads and watercourse crossings in regulated floodways and NEAs. Roads and watercourse crossings, including roads, bridges, culverts, low-water crossings and similar means for vehicles or pedestrians to travel from one side of a watercourse to the other side, that encroach into regulated floodways shall meet the limitations of 3.8.2.D.4 of this ordinance.

3. STANDARDS FOR FLOODPLAINS WITHOUT ESTABLISHED BASE FLOOD ELEVATIONS

Within the special flood hazard areas designated as Approximate Zone A and established in Section 3.8.2.A.2, Findings of Fact, where no base flood elevation (BFE) data has been provided by FEMA, the following provisions, in addition to Section 3.8.2.D.1, General Standards, and Section 3.8.2.D.2, Specific Standards, shall apply:

- a. No encroachments, including fill, new construction, substantial improvements or new development shall be permitted within a distance of 20 feet each side from top of bank or five times the width of the stream, whichever is greater, unless certification with supporting technical data by a registered professional engineer is provided demonstrating that the encroachments shall not result in any increase in flood levels during the occurrence of the base flood discharge.
- b. The BFE used in determining the regulatory flood protection elevation shall be determined based on one of the following criteria set in priority order:

- i. If base flood elevation (BFE) data is available from other sources, all new construction and substantial improvements within those areas shall also comply with all applicable provisions of this part and shall be elevated or floodproofed in accordance with standards in Sections 10.7.1.D.11 and 10.7.1.D.12.
- ii. All subdivision, manufactured home park and other development proposals shall provide base flood elevation (BFE) data if development is greater than five acres or has more than 50 lots/manufactured home sites. The base flood elevation (BFE) data shall be adopted by reference per Section 3.8.2.B.2, Basis for Establishing the Areas of Special Flood Hazard, to be utilized in implementing this part; or
- iii. When base flood elevation (BFE) data is not available from a federal, state or other source as outlined above, the reference level shall be elevated to or above the regulatory flood protection elevation, as defined in Section 9.4, Definitions.

4. FLOODWAYS AND NON-ENCROACHMENT AREAS

Areas designated as floodways or non-encroachment areas are located within the special flood hazard areas established in Section 3.8.2.D.2, Specific Standards. The floodways and non-encroachment areas are extremely hazardous areas due to the velocity of flood waters that have erosion potential and carry debris and potential projectiles. The following provisions, in addition to standards outlined in Section 3.8.2.D.1, General Standards, and Section 3.8.2.D.2, Specific Standards, shall apply to all development within those areas:

- a. No encroachments, including fill, new construction, substantial improvements and other developments shall be permitted unless it has been demonstrated that:
 - i. The proposed encroachment would not result in any increase in the flood levels during the occurrence of the base flood, based on hydrologic and hydraulic analyses performed in accordance with standard engineering practice and presented to the Floodplain Administrator prior to issuance of floodplain development permit; or
 - ii. A conditional letter of map revision (CLOMR) has been approved by FEMA. A letter of map revision (LOMR) must also be obtained upon completion of the proposed encroachment.
- b. If Subsection 3.8.2.D.3.a is satisfied, all development shall comply with all applicable flood hazard reduction provisions of this part.
- c. No manufactured homes shall be permitted, except replacement manufactured homes in an existing manufactured home park or subdivision, provided the following provisions are met:
 - i. The anchoring and the elevation standards of Section 3.8.2.D.2.c, Manufactured Homes; and
 - ii. The no encroachment standard of Subsection 3.8.2.D.3.a.

E. SUBDIVISIONS WITHIN SPECIAL FLOOD HAZARD AREAS

1. STANDARDS

The following standards set forth in this division shall be applied to all subdivisions:

- a. All subdivision proposals shall be consistent with the need to minimize flood damage;
- b. All subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize flood damage;
- c. All subdivision proposals shall have adequate drainage provided to reduce exposure to flood hazards; and
- d. Base flood elevation data shall be provided for all subdivision proposals that contain special flood hazard areas.

2. FLOODPLAIN WARNING SIGNS

- a. Prior to the approval of the final plat of a subdivision that contains special flood hazard areas the developer shall cause to be erected a permanent floodplain warning sign.
- b. This sign shall be at least two square feet in the area with lettering no less than one inch in height and be placed in plain view within the right-of-way nearest to the flood prone properties in new subdivisions or new phases of existing subdivisions.

c. This sign and its placement are subject to approval by the Board of Commissioners during final plat approval.

d. This sign shall read: "Area Subject to Flooding."

F. STANDARDS FOR AREAS OF SHALLOW FLOODING (ZONE AH).

Located within the Special Flood Hazard Areas established in this ordinance, are areas designated as shallow flooding areas. These areas are subject to inundation by 1-percent-annual-chance shallow flooding (usually areas of ponding) where average depths are one (1) to three (3) feet. Base Flood Elevations are derived from detailed hydraulic analyses are shown in this zone. In addition to requirements under Section 3.8.2.D, all new construction and substantial improvements shall meet the following requirements:

a. Adequate drainage paths shall be provided around structures on slopes, to guide floodwaters around and away from proposed structures.

G. CORRECTIVE PROCEDURES

1. VIOLATIONS TO BE CORRECTED

When the Floodplain Administrator finds violations of applicable state and local laws; it shall be his or her duty to notify the owner or occupant of the building of the violation. The owner or occupant shall immediately remedy each of the violations of law cited in such notification.

2. ACTIONS IN EVENT OF FAILURE TO TAKE CORRECTIVE ACTION:

If the owner of a building or property shall fail to take prompt corrective action, the Floodplain Administrator shall give the owner written notice, by certified or registered mail to the owner's last known address or by personal service, stating:

a. That the building or property is in violation of the floodplain management regulations;

b. That a hearing will be held before the Floodplain Administrator at a designated place and time, not later than ten (10) days after the date of the notice, at which time the owner shall be entitled to be heard in person or by counsel and to present arguments and evidence pertaining to the matter; and

c. That following the hearing, the Floodplain Administrator may issue an order to alter, vacate, or demolish the building; or to remove fill as applicable.

3. ORDER TO TAKE CORRECTIVE ACTION:

If, upon a hearing held pursuant to the notice prescribed above, the Floodplain Administrator shall find that the building or development is in violation of the Flood Damage Prevention Ordinance, he or she shall issue an order in writing to the owner, requiring the owner to remedy the violation within a specified time period, not less than sixty (60) calendar days, nor more One-hundred-eighty (180) calendar days. Where the Floodplain Administrator finds that there is imminent danger to life or other property, he or she may order that corrective action be taken in such lesser period as may be feasible.

4. APPEAL:

Any owner who has received an order to take corrective action may appeal the order to the Board of Adjustment by giving notice of appeal in writing to the Floodplain Administrator and the clerk within ten (10) days following issuance of the final order. In the absence of an appeal, the order of the Floodplain Administrator shall be final. The Board of Adjustment shall hear an appeal within a reasonable time and may affirm, modify and affirm, or revoke the order.

5. FAILURE TO COMPLY WITH ORDER:

If the owner of a building or property fails to comply with an order to take corrective action for which no appeal has been made or fails to comply with an order of the Board of Adjustment an appeal, the owner shall be guilty of a Class 1 misdemeanor pursuant to NC G.S. § 143-215.58 and shall be punished at the discretion of the court.

d. _____

9.4 DEFINITIONS

This section includes definitions of terms used throughout this Ordinance.

.....
<u>ALTERATION OF WATERCOURSE</u>	<u>A dam, impoundment, channel relocation, change in channel alignment, channelization, or change in cross-sectional area of the channel or the channel capacity, or any other form of modification which may alter, impede, retard or change the direction and/or velocity of the riverine flow of water during conditions of the base flood.</u>
.....
AREA OF SHALLOW FLOODING	A designated AO or VO-AH Zone on a community's flood insurance rate map (FIRM) with base flood depths from one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and indeterminate, and where velocity flow may be evident.
AREA OF SPECIAL FLOOD HAZARD	See "Special Flood Hazard Area (SFHA)". The land in the floodplain within a community subject to a 1% or greater chance of being equaled or exceeded in any given year.
....
<u>DESIGN FLOOD</u>	<u>See "Regulatory Flood Protection Elevation."</u>
.....
<u>DEVELOPMENT ACTIVITY</u>	<u>For the purposes of Section 3.8.2, Flood Overlay (FHO) District, any activity defined as Development which will necessitate a Floodplain Development Permit. This includes buildings, structures, and non-structural items, including (but not limited to) fill, bulkheads, piers, pools, docks, landings, ramps, and erosion control/stabilization measures.</u>
.....
<u>DIGITAL FLOOD INSURANCE RATE MAP (DFIRM)</u>	<u>The digital official map of a community, issued by the Federal Emergency Management Agency (FEMA), on which both the Special Flood Hazard Areas and the risk premium zones applicable to the community are delineated.</u>
DISPOSAL	For the purposes of the FHO, , as defined in NCGS 130A-290(a)(6), the discharge, deposit, injection, dumping, spilling, leaking, or placing of any solid waste into or on any land or water so that the solid waste or any constituent part of the solid waste may enter the environment or be emitted into the air or discharged into any waters, including groundwaters. the discharge, deposit, injection, dumping, spilling, leaking, or placing of any solid waste into or on any land or water so that the solid waste or any constituent part of the solid waste may enter the environment or be emitted into the air or discharged into any waters, including ground water.
.....

<u>EXISTING BUILDING AND EXISTING STRUCTURE</u>	<u>Means any building and/or structure for which the “start of construction” commenced before January 1, 2020, the initial effective date of the floodplain management regulations adopted by the community.</u>
.....
<u>FLOOD-RESISTANT MATERIAL</u>	<u>Any building product [material, component or system] capable of withstanding direct and prolonged contact (minimum 72 hours) with floodwaters without sustaining damage that requires more than low-cost cosmetic repair. Any material that is water-soluble or is not resistant to alkali or acid in water, including normal adhesives for above-grade use, is not flood-resistant. Pressure-treated lumber or naturally decay-resistant lumbers are acceptable flooring materials. Sheet-type flooring coverings that restrict evaporation from below and materials that are impervious, but dimensionally unstable are not acceptable. Materials that absorb or retain water excessively after submergence are not flood-resistant. Please refer to Technical Bulletin 2, <i>Flood Damage-Resistant Materials Requirements</i>, and available from the FEMA. Class 4 and 5 materials, referenced therein, are acceptable flood-resistant materials.</u>
.....
<u>FLOODWAY ENCROACHMENT ANALYSIS</u>	<u>An engineering analysis of the impact that a proposed encroachment into a floodway or non-encroachment area is expected to have on the floodway boundaries and flood levels during the occurrence of the base flood discharge. The evaluation shall be prepared by a qualified North Carolina licensed engineer using standard engineering methods and models.</u>
.....
<u>LETTER OF MAP CHANGE (LOMC)</u>	<p><u>An official determination issued by FEMA that amends or revises an effective Flood Insurance Rate Map or Flood Insurance Study. Letters of Map Change include:</u></p> <p><u>Letter of Map Amendment (LOMA): An official amendment, by letter, to an effective National Flood Insurance Program map. A LOMA is based on technical data showing that a property had been inadvertently mapped as being in the floodplain, but is actually on natural high ground above the base flood elevation. A LOMA amends the current effective Flood Insurance Rate Map and establishes that a specific property, portion of a property, or structure is not located in a special flood hazard area.</u></p> <p><u>Letter of Map Revision (LOMR): A revision based on technical data that may show changes to flood zones, flood elevations, special flood hazard area boundaries and floodway delineations, and other planimetric features.</u></p> <p><u>Letter of Map Revision Based on Fill (LOMR-F): A determination that a structure or parcel of land has been elevated by fill above the BFE and is, therefore, no longer located within the special flood hazard area. In order to qualify for this determination, the fill must have been permitted and placed in accordance with the community's floodplain management regulations.</u></p>

	<p><u>Conditional Letter of Map Revision (CLOMR): A formal review and comment as to whether a proposed project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective Flood Insurance Rate Map or Flood Insurance Study; upon submission and approval of certified as-built documentation, a Letter of Map Revision may be issued by FEMA to revise the effective FIRM.</u></p>
<p><u>LIGHT DUTY TRUCK</u></p>	<p><u>For the purposes of Section 3.8.2, Flood Hazard Overlay (FHO) District: any motor vehicle rated at 8,500 pounds Gross Vehicular Weight Rating or less which has a vehicular curb weight of 6,000 pounds or less and which has a basic vehicle frontal area of 45 square feet or less as defined in 40 CFR 86.082-2 and is:</u></p> <ul style="list-style-type: none"> <u>(a) Designed primarily for purposes of transportation of property or is a derivation of such a vehicle, or</u> <u>(b) Designed primarily for transportation of persons and has a capacity of more than 12 persons; or</u> <u>(c) Available with special features enabling off-street or off-highway operation and use.</u>
.....
<p><u>MAP REPOSITORY</u></p>	<p><u>For the purposes of the FHO, the location of the official flood hazard data to be applied for floodplain management. It is a central location in which flood data is stored and managed; in North Carolina, FEMA has recognized that the application of digital flood hazard data products have the same authority as hard copy products. Therefore, the NCEM's Floodplain Mapping Program websites house current and historical flood hazard data. For effective flood hazard data the NC FRIS website (http://FRIS.NC.GOV/FRIS) is the map repository, and for historical flood hazard data the FloodNC website (http://FLOODNC.GOV/NCFLOOD) is the map repository.</u></p>
.....
<p><u>MEAN SEA LEVEL</u></p>	<p><u>The average height of the sea for all stages of the tide. It is used as a reference for establishing various elevations within the floodplain. For purposes of this part, the term is synonymous with National Geodetic Vertical Datum (NGVD).</u></p>
.....
<p><u>NON-CONVERSION AGREEMENT</u></p>	<p><u>A document stating that the owner will not convert or alter what has been constructed and approved. Violation of the agreement is considered a violation of the ordinance and, therefore, subject to the same enforcement procedures and penalties. The agreement must be filed with the recorded deed for the property. The agreement must show the clerk's or recorder's stamps and/or notations that the filing has been completed.</u></p>
.....

TECHNICAL BULLETIN &
TECHNICAL FACT SHEET

A FEMA publication that provides guidance concerning the building performance standards of the NFIP, which are contained in Title 44 of the U.S. Code of Federal Regulations at Section 60.3. The bulletins and fact sheets are intended for use primarily by State and local officials responsible for interpreting and enforcing NFIP regulations and by members of the development community, such as design professionals and builders. New bulletins, as well as updates of existing bulletins, are issued periodically as needed. The bulletins do not create regulations; rather they provide specific guidance for complying with the minimum requirements of existing NFIP regulations.

It should be noted that Technical Bulletins and Technical Fact Sheets provide guidance on the minimum requirements of the NFIP regulations. State or community requirements that exceed those of the NFIP take precedence. Design professionals should contact the community officials to determine whether more restrictive State or local regulations apply to the building or site in question. All applicable standards of the State or local building code must also be met for any building in a flood hazard area.

.....

.....

TEMPERATURE CONTROLLED

Having the temperature regulated by a heating and/or cooling system, built-in or appliance.

Adopted this the 6th day of June 2022.

Glenn L. York – Mayor

SEAL

Lisa M. Markland, CMC – Town Clerk

STAFF REPORT
ORDINANCE 2022-50
BUDGET AMENDMENT – PLAY ZEBULON IMPLEMENTATION
CIP MASTER PLAN PROJECT REALLOCATION
JUNE 6, 2022

Topic: PLAY ZEBULON IMPLEMENTATION

Speaker: Sheila Long, Parks & Rec Director (if pulled from Consent)
From: Sheila Long, Parks & Rec Director
Prepared by: Sheila Long, Parks & Rec Director
Approved by:  Joseph M. Moore II, PE, Town Manager

Executive Summary:

The Board of Commissioners will consider reappropriation of CIP Funds designated for Master Plan Implementation to activate the GSK property to meet growing soccer demand.

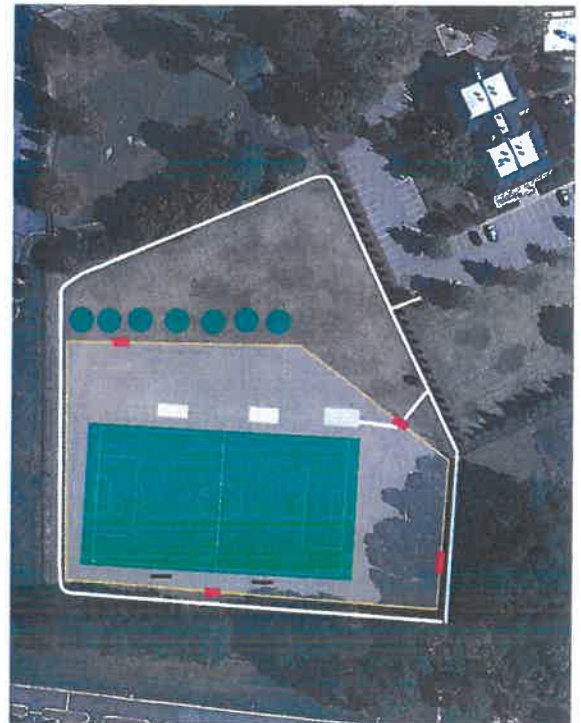
Background:

The Board of Commissioners adopted the Comprehensive Parks and Recreation Master Plan *Play Zebulon* in September 2021. Prior to adopting *Play Zebulon*, the Board allocated \$150,000 in the FY '22 Budget to implement projects that were easily executable and produced an immediate impact on the community. Example projects were shared with the Board at their December 2021 Work Session. Projects initiated included field and basketball improvements, and amenity replacements, in various parks throughout the Town's system.

With the remaining funds of that allocation, coupled with budget transfers from savings in other projects, the Town has an opportunity implement another easily executable and immediate impact project.

As foreshadowed in the Master Plan, soccer registration is outpacing the capacity of the fields within the Town's parks and recreation system. The recent acquisition of 11 acres surrounding Town Hall can help mitigate the demand for soccer fields and create more open space and overflow parking for other events.

The portion of the site fronting Apothecary Drive contains a former high school football field in relatively good shape. A series of turf treatments and aeration will improve the field and create an ideal playing surface for soccer. Relocating the existing fence line (once intended as a barrier between Town Hall and operations at GSX) will create a more inviting open space and delineate the boundary between this space and the playing field.



STAFF REPORT
ORDINANCE 2022-50
BUDGET AMENDMENT – PLAY ZEBULON IMPLEMENTATION
CIP MASTER PLAN PROJECT REALLOCATION
JUNE 6, 2022

Additional amenities (e.g., players benches, trash cans, landscaping, and accessible sidewalk and viewing pad) are required to support use of the field. Future amenities (e.g., paved walking loop, shade structures, and disk golf putting zones) will expand the use of the field to support programmed sports and unprogrammed recreational uses.

Discussion:

The discussion before the Board is whether to fund the project to address an immediate need identified in the *Play Zebulon* Master Plan.

Policy Analysis:

The requested projects are consistent with the adopted Comprehensive Parks & Recreation Master Plan and help meet multiples goals: provide quality, diverse parks, facilities, programs, and open spaces for people of all ages and backgrounds; use effective and innovative practices to operate parks, facilities, and programs; and offer Comprehensive services through programs, events, facilities, marketing, partnerships and community engagement. Prioritized Action Items identified include exploring Town-owned properties that can be utilized as park space and continue to grow youth sports.

Fiscal Analysis:

The revenues and scope of the project follows:

Revenues = \$80,960

The current Master Plan Implementation balance:	\$56,400
Savings realized in ZES Walking Track:	\$14,476
Savings realized in ZCP Field Renovation:	\$ 7,591
Savings realized in Gill St Basketball Court:	\$2,493

Scope = \$80,960

Fence Removal/Relocation:	\$48,000
Soccer Goals, Benches & Trash Cans:	\$12,400
Sidewalk & ADA viewing pad:	\$8,000
Landscaping:	\$2,000
Contingency (15%):	\$10,560

Staff Recommendation:

Staff recommends approval of the attached Ordinance.

Attachments:

1. Ordinance 2022-50

ORDINANCE 2022-50

BE IT ORDAINED by the Board of Commissioners of the Town of Zebulon, that pursuant to North Carolina General Statutes 159-15, the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2022.

Section 1. To amend the General Fund budget as follows:

REVENUES	INCREASE	DECREASE
EXPENDITURES		
Parks & Recreation—Community Park Baseball Field Renovations		\$7,591.00
Parks & Recreation—Gill St Basketball Court		2,493.00
Parks & Recreation—Master Plan Implementation		56,400.00
Parks & Recreation—ZES Walking Track		14,476.00
Parks & Recreation—GSK Soccer Field	80,960.00	

Section 2. Copies of this amendment shall be furnished to the Town Clerk, and to the Budget Officer, and to the Finance Officer for their direction.

Adopted: June 6, 2022

Effective: June 6, 2022

Glenn L. York - Mayor

ATTEST:

Lisa M. Markland, CMC - Town Clerk

STAFF REPORT
RESOLUTION 2022-20
DOWNTOWN CONCERT SERIES
JUNE 6, 2022

Topic: Resolution 2022-20 – Downtown Concert Series
Speaker: Sheila Long, Parks & Recreation Director (if pulled from Consent)
From: Sheila Long, Parks & Recreation Director
Prepared by: Sheila Long, Parks & Recreation Director
Approved by: Joseph M. Moore II, PE, Town Manager

Executive Summary:

The Board of Commissioners will consider a request to close roads and allow consumption of alcohol within the designated event boundary of a Downtown Concert Series.

Background:

Community surveys collected during the development of Zebulon's 2030 Strategic Plan revealed an interest in "more community events/activities". At the February work session staff received guidance from the Board that it desired to move forward with a downtown concert series. Rock the Block Concert Series will take place on W. Horton St once per month August - October. The event will be free to the public and will take place from 6-9 PM. Rock the Block will require closing the following:

- Horton St. from N. Church St. to Arendell Ave.
- The downtown public lot and adjacent alley to Horton St.

Staff will coordinate and communicate with businesses on street closures. We will seek to minimize impact on businesses and only close portions of the street as necessary for the safety of participants.

Event Dates:

Friday, August 12th	Spare Change
Friday, September 9th	The Main Event Band
Friday, October 14th	The Holiday Band

Discussion:

The Board will consider closing public right of way on August 12th, September 9th, and October 14th and allowing the consumption of alcohol within the event boundary during the operating hours of Rock the Block.

Policy Analysis:

The proposed event replicates the 2019 Tree Lighting Festival format. This event is consistent with the goals of the *Vibrant Downtown* and *Small-Town Life* Focus Areas of the *Zebulon 2030* Strategic Plan. The proposed event specifically addresses a recommendation of the *Play Zebulon* Parks and Recreation Master Plan, "Offer comprehensive services through programs, events, facilities, marketing, partnerships, and community engagement".

STAFF REPORT
RESOLUTION 2022-20
DOWNTOWN CONCERT SERIES
JUNE 6, 2022

Fiscal Analysis:

Funds to support Rock the Block are in the FY 2023 budget. Staff has also requested \$5,000 from United Arts of Raleigh and Wake County to support this effort.

Staff Recommendation:

Staff recommends approval of the attached Resolution.

Attachments:

1. Schedule of Events Flyer
2. Resolution 2022-20 to temporarily close right of way

A YEAR'S WORTH OF FUN

ZEBULON PARKS AND RECREATION

2022 EVENTS

SUPERHERO DAY
Saturday, March 26

**HAPPY HOPPY EASTER PARTY
AND EGG HUNT**
Saturday, April 9

ZEBULON ARTISAN MARKET
Saturdays, April 23 - June 25

ZEBULON SPRING ARTS FESTIVAL
Saturday, May 14

OUTDOOR MOVIE NIGHTS
Friday, June 24
Friday, July 15
Friday, August 19

POPSICLES IN THE PARK
Friday, July 15
Friday, July 29
Friday, August 12
Friday, August 26

DOWNTOWN CONCERT SERIES
Friday, August 12
Friday, September 9
Friday, October 14

TRUNK OR TREAT
Friday, October 28

VETERAN'S DAY CELEBRATION
Wednesday, November 9

**CANDY CANE LANE
AND TREE LIGHTING FESTIVAL**
Saturday, November 19

HOLIDAY CRAFT MARKET
Saturday, December 3



For event details please visit townofzebulon.org or call (919) 823-0432

**RESOLUTION 2022-20
DOWNTOWN CONCERT SERIES**

WHEREAS, the *Zebulon 2030 Strategic Plan* includes a *Small-Town Life* goal to “promote more community events and festivals”, and a *Vibrant Downtown* goal to “develop events, entertainment, and cultural attractions to draw people downtown”; and

WHEREAS, the *Play Zebulon Parks and Recreation Master* recommends recreational programs that “offer comprehensive services through programs, events, facilities, marketing, partnerships, and community engagement”; and

WHEREAS, the Town has funded the installation of infrastructure, such as electric upgrades, and built place-making venues, such as the multiple phases of the Alley Activation projects, to support special events; and

WHEREAS, the Town has funded downtown events, such as the 2019 Tree Lighting Festival and Spring Fest featuring regional live music, local musicians and artist, youth performers, food trucks, vendors, and family friendly activities.

NOW, THEREFORE, BE IT RESOLVED, the Town of Zebulon will sponsor a Downtown Concert Series on August 12th, September 9th and October 14th; close public right of way along West Horton St from N Church St to Arendell Ave, the downtown public lot at the corner of W. Vance St. and Arendell Avenue, and the adjacent alley between W. Vance St. and W. Horton St. from 11:30 AM to 11:59 PM; and permit public consumption of alcohol within the festival boundary during the event’s operating hours from 5:30PM to 9PM.

Adopted the 6th day of June 2022

SEAL

Glenn L. York – Mayor

Lisa M. Markland, CMC – Town Clerk