



Morrisville Town Council

Regular Meeting

September 22, 2026, 6:00 PM

Town of Morrisville Mission Statement: Connecting our diverse community to an enhanced quality of life through innovative programs and services.

- 1. Call to Order**
- 2. Recognition of Sergeant at Arms**
- 3. Invocation**
- 4. Pledge of Allegiance**
- 5. Adoption of Regular Agenda**
Call for any conflicts of interest in relation to the proposed agenda.
- 6. Consent Agenda**
 - 6.a [Approval of August Town Council Meeting Minutes](#)
Kayla Bertling, Town Clerk
[20260811 Minutes DRAFT.pdf](#)
[20260822 Minutes DRAFT.pdf](#)
[20260825 Minutes DRAFT.pdf](#)
[20260827 Minutes DRAFT.pdf](#)
 - 6.b [Resolution Authorizing a Lease Extension/Update of the Western Wake Farmers Market \(WWFM\) Agreement](#)
John Letteney, Assistant Town Manager
Cindi King, Director of Parks, Recreation and Cultural Resources
[2026-330-0 RES WWFM Lease.pdf](#)
[2026-330-0 ATTH 01 WWFM Lease 2023-2026](#)
[2026-330-0 ATTH 02 WWFM Addendum A 4-2025.pdf](#)
[2026-330-0 ATTH 03 Lease Extension Addendum B 2026.pdf](#)
 - 6.c [Resolution Authorizing a Lease Extension/Update to the Morrisville Community Garden Agreement](#)
John Letteney, Assistant Town Manager
Cindi King, Director of Parks, Recreation and Cultural Resources

[2026-331-0 RES Community Garden Lease Extension.pdf](#)
[2026-331-0 ATTH 01 Lease Extension-Update Redline.pdf](#)
[2026-331-0 ATTH 02 Lease Extension-Update CLEAN.pdf](#)

7. Items Pulled from Consent (if any)

8. Proclamations

- 8.a Proclamation Recognizing Veteran Suicide Awareness Month
[2026-332-0 PROC Recognizing Veteran Suicide Awareness Month.pdf](#)

9. Morrisville Speaks: Public Comment

10. Public Hearings

- 10.a [Resolution Approving a Special Use Permit for the West Wake Solid Waste Facility](#)
Rachel Cypher, Planner II
September 8 - Public Hearing
September 22 - Action
[2026-291-0 Resolution Approving the Application - THIS ITEM HAS BEEN UPDATED](#)
[2026-291-0 ATTH 01 Applicant Packet](#)
[2026-291-0 ATTH 02 Special Use Permit FAQ](#)
[2026-291-0 ATTH 03 Maps](#)
[2026-291-0 PRES Applicant](#)
[2026-291-0 PRES Staff](#)

11. Presentations

- 11.a [Comprehensive Transportation Plan Update](#)
Bret Martin, AICP, Transportation Project Manager
[2026-327-0_ATTH01_Greenway Prioritization Results.pdf](#)
[2026-327-0_ATTH02_Roadway Cross-Sections.pdf](#)
[2026-327-0_ATTH03_Draft CTP Update Implementation Plan.pdf](#)
[2026-327-0_ATTH04_2019 to 2026 CTP Roadway and Intersections Project Recommendations Status Report.pdf](#)
[2026-327-0_ATTH05_PZB Minutes 2026-9-3 Draft.pdf](#)
[2026-327-0_PRES_CTP Update.pdf](#)

12. Future Meetings, Events and Resident Involvement Opportunities For a full listing of events, please see the Town Calendar at www.MorrisvilleNC.gov

13. Council and Manager Comments

14. Closed Session

14.a Closed Session Pursuant to NCGS § 143-318.11(a)(6) to Discuss a Personnel Matter

15. Adjournment

Thank you for attending this meeting of the Morrisville Town Council. We hope you plan to join us again! Please feel free to email your Town Council members at TownCouncil@morrisvillenc.gov or visit www.MorrisvilleNC.gov/Council for additional contact information.

Town Council Agenda Item Report

Agenda Item No. 6.a

Submitted by: Kayla Bertling

Submitting Department Administration

Meeting Date: September 22, 2026

SUBJECT

Approval of August Town Council Meeting Minutes

Recommendation:

Approve as presented

Updates/History of Briefing:

NA

Executive Summary and Background Information:

Meeting dates include August 11, 22, 25, and 27, 2026.

Advisory Board/Committee Review:

None

Insert Date of Advisory Board/Committee Review:

Advisory Board/Committee Recommendation and/or Vote:

None

Potential Options:

Approve as presented or direct changes.

Staff Recommendation:

None

ATTACHMENTS

- [20260811 Minutes DRAFT.pdf](#)
- [20260822 Minutes DRAFT.pdf](#)
- [20260825 Minutes DRAFT.pdf](#)
- [20260827 Minutes DRAFT.pdf](#)



Morrisville Town Council
Regular Meeting Minutes
August 11, 2026, 6:00 p.m.

NOTE: Minutes are summaries only, reflecting Council action and main points of discussion. For the full meeting audio and/or video, the meeting agenda, presentations, and other related agenda materials please visit the Town website.

Present: Mayor Cawley, Mayor Pro Tem Robotti, and Council Members Garimella, Johnson, Kesling, Patel, Scroggins-Johnson, and Assistant Town Attorney Jones

Staff: Brandon Zuidema, *Town Manager*
Giselle Rodriguez-Villanueva, *Deputy Town Manager*
John Letteney, *Assistant Town Manager*
Jeanne Hooks, *Director of Management Services*
Kayla Bertling, *Town Clerk*
Thomas Dooley, *Fire Chief*
Byron Hayes, *Chief Financial Officer*
Cindi King, *Parks, Recreation & Cultural Resources Director*
Bret Martin, *Transportation Project Manager*
James Owens, Jr., *IT Support Technician*
Justin Rosser, *Chief of Police*
Mark Spanioli, *Director of Engineering*
Michele Stegall, *Planning Director*
Phillip Vereen, *Senior Transportation Planner*

1. **Call to Order** – Mayor Cawley called the meeting to order at 6:00 p.m.
2. **Recognition of Sergeant at Arms** – Officer Gul
3. **Invocation** – delivered by Mayor Cawley
4. **Pledge of Allegiance** – led by Mayor Cawley

5. **Adoption of Regular Agenda**

Town Manager Brandon Zuidema requested Council add a proclamation recognizing the Life of Dr. G.D. Sharma. He also requested Council reorder the agenda so that proclamations were presented before the Consent Agenda.

No conflicts of interest with the proposed agenda were reported.

MOTION: Mayor Pro Tem Robotti moved to adopt the Regular Agenda with the Town Manager's adjustments. The motion was seconded by Council Member Garimella and carried unanimously 7-0.

8. **MOVED Proclamations**

8.a. Proclamation Recognizing India Independence Day (2026-235-0)

Council acknowledged a Proclamation Recognizing India Independence Day.

8.b. Proclamation Recognizing Senior Citizens Day (2026-236-0)

Council acknowledged a Proclamation Recognizing Senior Citizens Day.

8.c. *ADDED* Proclamation Recognizing the Life of Dr. G.D. Sharma (2026-274-0)

Council read a Proclamation Celebrating the Life of Dr. G.D. Sharma. Dr. Gangadhar "G.D." Sharma was a respected and influential member of the Morrisville community whose longstanding presence, leadership, and dedication strengthened local institutions and contributed meaningfully to the Town's cultural and civic life.

The proclamation was read by Council Member Patel and accepted by members of the Sharma family.

6. Consent Agenda

6.a. FY2027 Re-appropriation of Fund Balance Prior Year BOA (2026-270-0)

Byron Hayes, Chief Financial Officer

MOTION: Mayor Pro Tem Robotti moved to approve the Consent Agenda. The motion was seconded by Mayor Cawley and carried unanimously 7-0.

6.b. Resolution Approving an Encroachment Agreement with Spark Infrastructure Owner, L.P. (2026-200-0)

Mark Spanioli, P.E., Director of Engineering

Public Hearing - July 28, 2026

Action - August 11, 2026

MOTION: Mayor Pro Tem Robotti moved to approve the Consent Agenda. The motion was seconded by Mayor Cawley and carried unanimously 7-0.

6.c. Annexation 808 Church St and 0 Church St Hamlet Development (2026-262-0)

Jordan Prince, Planner I

Resolutions Setting Date of Public Hearing and Confirming Sufficiency of Petition - August 11, 2026

Public Hearing and Action - August 25, 2026

MOTION: Mayor Pro Tem Robotti moved to approve the Consent Agenda. The motion was seconded by Mayor Cawley and carried unanimously 7-0.

6.d. Resolution to Amend Fee Schedule (2026-268-0)

Cindi King, Director, Parks, Recreation & Cultural Resources

MOTION: Mayor Pro Tem Robotti moved to approve the Consent Agenda. The motion was seconded by Mayor Cawley and carried unanimously 7-0.

6.e. Resolution Amending the Town Council Meeting Schedule (2026-259-0)

Kayla Bertling, Town Clerk

MOTION: Mayor Pro Tem Robotti moved to approve the Consent Agenda. The motion was seconded by Mayor Cawley and carried unanimously 7-0.

7. Items Pulled from Consent (if any)

No items were pulled from the Consent Agenda.

9. Morrisville Speaks: Public Comment

Stefanie Reed, 1672 Legendary Lane, encouraged Council to consider the relationship of housing availability to the economic principle of supply and demand. She celebrated legislation that supported increased housing supply, including the federal 21st Century ROAD to Housing Act and NC Governor Stein's Parking Lot Reform and Modernization Act. Community Member Reed shared resources for the community to learn more about the issue.

10. Admin Reports – For information only unless Council has questions.

10.a. Bi-Annual Smart Shuttle Performance Report (2026-244-0)

Phillip L. Vereen, Senior Transportation Planner

Mayor Pro Tem Robotti sought clarity on how planned changes to the program would affect metrics which were trending negatively in the report. Bret Martin, Transportation Project Manager, explained November 2026 would see service increased to two-vehicles at all operation times, as opposed to two-vehicles only at peak times. This change would increase capacity, which would in turn reduce wait times. With wait times being more reasonable, ridership would increase. Increased ridership would decrease the average cost per ride.

In response to Mayor Pro Tem Robotti, Transportation Project Manager Martin advised Council that requested party size was not an accurate reflection of ridership numbers. He also explained the new van model would allow for six passengers, with room for a wheelchair. Larger parties would need to make multiple service requests.

In response to Council Member Scroggins-Johnson, staff explained the most recent Smart Shuttle node-prioritization had occurred in January 2025. Council would be completing another prioritization for a projected node-expansion in late 2026 or early 2027. The node expansion would follow the new service model which would launch in November 2026. The lagging of the node expansion allowed for data collection prior to additional changes.

In response to Council Member Scroggins-Johnson, Transportation Project Manager Martin clarified advanced reservations were currently unavailable. He noted the Town's Alternative Transit Study included a recommendation to expand reservation ability for community members with disabilities and seniors. Council Member Scroggins-Johnson encouraged staff to also consider those with temporary disabilities and injuries.

In response to Mayor Cawley, Transportation Project Manager Martin shared Town staff and GoCary were on schedule for implementation of the new vans.

11. Presentations

11.a. Public Art Update - Icon Initiative: Location Selection (2026-144-0)

Brittany Johnson, Planning Manager

Michele Stegall, Planning Director, led Council discussion on the location selection for the Town's butterfly icons. Council previously discussed the public art initiative on July 30, 2026. At the July 30 meeting, Council selected Cedar Fork District Park, Indian Creek Trailhead, and Morrisville Community Park as three of the locations for the butterflies.

Council discussed their preferences, with conversation around the benefits of a "discovery" focused location-model versus locations that would be naturally visible to passersby. Council also discussed the importance of not unintentionally making the icon part of playgrounds. Council requested to know the costs of adding a sixth butterfly.

Council selected Shiloh Park and Northwest Park. Staff would determine specific placement within the park.

12. Future Meetings, Events and Resident Involvement Opportunities

For a full listing of events, please see the Town Calendar at www.MorrisvilleNC.gov

13. Council and Manager Comments

Council Member Kesling shared condolences to the family of Dr. Sharma.

Mayor Cawley echoed the condolences. He was proud of the Town's prioritization of public safety and safety for staff, noting investment of a new firetruck. He thanked the representatives of the National Civic League for attending S'Morrisville to present the All America City award, and shared fun from the event.

Mayor Pro Tem Robotti shared condolences to the family of Dr. Sharma, noting his incredible influence on the lives of the community. She shared a positive interaction with a Morrisville Police Officer in which they deescalated a situation and handled it very professionally. She emphasized the importance of how officers interacted with the community, and she was glad to see the positive interaction coming from a newer officer.

Council Member Scroggins-Johnson shared condolences to the family of Dr. Sharma. She emphasized he was an outstanding community member, whose impacts would continue to be felt. She noted the community would continue to see great things from the Hindu Society of North Carolina (HSNC), which was found by Dr. Sharma and his wife, Dr. Saroj Sharma.

Council Member Garimella shared his personal relationship with Dr. Sharma. He noted Dr. Sharma held the Bhagavad Gita for Council Member Garimella's oaths of office, which was a historic first for the Morrisville Council. He emphasized the Sharma family's civic engagement extended beyond HSNC, noting their collaboration on the Town's Language Access Plan. He highlighted the seeds planted by the Sharma family forty years ago had come along way. Council Member Garimella was grateful to have shared Dr. Sharma's last tea.

Council Member Garimella shared a positive interaction with a Morrisville Police

Officer. He emphasized that while police and fire personnel dealt with complex situations daily, they met those with dedication.

Council Member Johnson shared condolences to the family of Dr. Sharma. She noted his incredible influence on everyone in the community, and was grateful to have called him friend. She wished the Sharma family peace and comfort. Council Member Johnson shared the passing of another long-standing resident, Grover Lewter. He and his wife, Peggy, had an influence on the community and always decorated their home for every holiday. She wished their family peace and comfort. Council Member Johnson shared one of her proudest moments on Council involved the Lewters. She shared Grover and Peggy came to Council asking to subdivide their property so that they could live out the rest of their days in their home. She was incredibly proud to be able to affect the lives of Grover and Peggy, giving them the opportunity to live out their lives where they wanted.

Council Member Patel shared condolences to the family of Dr. Sharma, thanking them for the tremendous work they had done.

14. Work Sessions

14.a. "Key to the Town" Policy (2026-267-0)

Brandon Zuidema, Town Manager

Work Session - August 11, 2026

Action - August 25, 2026

Town Manager Zuidema led Council discussion on a "Key to the Town" Policy. The key had been awarded five times as could be determined by staff, with the first in 2006. The policy was drafted to bring consistency to the process.

Council Member Scroggins-Johnson thanked staff for formalizing process. She advocated for a seat on the selection committee be reserved for the Mayor or Mayor Pro Tem. She asked for language to be added that specified no more than three members of Council could serve on the committee.

Mayor Pro Tem Robotti advocated for the minimum years of service to the Town be increased from ten to fifteen or twenty. Town Manager Zuidema explained the most recent recipient (former Town Manager Martha Paige) had ten years.

Council Member Garimella advocated for an additional category for eligibility be added, noting two recipients were ambassadors visiting the town. He advised Council that there would be occasions where they would want to present the key to dignitaries as a token of honor.

In response to Council Member Kesling, Town Manager Zuidema advised Council that there was little known about former recipients of the key and why they received the honor. The first two recipients were members of the Carolina Hurricanes 2006 Stanley Cup winning team. The second two were ambassadors who did not have direct ties to the town. The fifth was given to former Town Manager Paige. Town Manager Zuidema emphasized that documentation for recipients moving forward would be more thorough.

Council Member Johnson felt it was important to have a policy to ensure consistency

and Council input. In response to Council Member Johnson, Town Manager Zuidema clarified the policy was AI drafted with some changes based on previous recipients. Council Member Johnson agreed on requiring the recipient to be a long-standing contributor to the community and shared she was considering Mayor Pro Tem Robotti's fifteen- or twenty-year recommendation. Council Member Johnson proposed offering a different token to honor dignitaries.

Council Member Johnson asked staff to return with revisions to the policy at the August 25 Council meeting, with Council action occurring on September 8.

Mayor Cawley was supportive of the ten-year requirement, but was also supportive of increasing the threshold. He supported a dignitary exception to the eligibility criteria at Council's discretion.

Mayor Pro Tem Robotti was supportive of using the key as an offering to dignitaries, stating that their choice to visit was an honor to the Morrisville.

Council Member Patel advised Council that to make the award an exclusive honor, they should increase the years of service to fifteen and should honor dignitaries in other ways.

Council Member Garimella advised Council that a Key to the Town held a lot of weight, and other tokens may not be as honorable to a dignitary. He also noted the production time needed to receive a key once awarded by Council and asked for that to be included in the policy.

Council Member Kesling was interested in considering alternate years of service requirements. He advocated to consider exceptions for dignitaries and acts of heroism. He asked for additional Council discretion. Town Manager Zuidema shared the public safety departments already had ways to honor acts of heroism. He advised Council that the more discretion, the less consistency gained from a policy. He hoped to find a happy medium with the next draft.

Council Member Patel questioned having a minimum years of service requirement for community members if there was not going to be one for dignitaries. He advocated that a minimum years of service requirement emphasized the actual benefits brought to the town by the recipient.

Town Manager Zuidema expressed condolences to the family of Dr. Sharma on behalf of staff. He emphasized the contributions of the Sharma family were extraordinary.

15. Closed Sessions

16.a. Closed Session Pursuant to NCGS 143-318.11(a)(6) to Discuss a Personnel Matter

MOTION: Mayor Pro Tem Robotti made a motion to enter Closed Session pursuant to N.C.G.S § 143-318.11(a)(6) to discuss a personnel matter. Council Member Johnson seconded the motion which carried unanimously 7-0.

Council entered closed session at 7:27 p.m.

MOTION: Mayor Pro Tem Robotti made a motion to end Closed Session. Council Member Patel seconded the motion which carried unanimously 7-0.

Council ended closed session at 9:15 p.m.

16. Adjournment

MOTION: Mayor Pro Tem Robotti made a motion to adjourn the meeting. Council Member Johnson seconded the motion which carried unanimously 7-0.

Mayor Cawley adjourned the meeting at 9:16 p.m.

DRAFT



Morrisville Town Council
Retreat Meeting Minutes
August 22, 2026, 8:00 a.m.

NOTE: Minutes are summaries only, reflecting Council action and main points of discussion. For the full meeting audio and/or video, the meeting agenda, presentations, and other related agenda materials please visit the Town website.

Present: Mayor Cawley, Mayor Pro Tem Robotti, and Council Members Garimella (*in at 8:47 a.m.*), Johnson, Kesling, Patel, and Scroggins-Johnson

Staff: Brandon Zuidema, *Town Manager*
John Letteney, *Assistant Town Manager*
Jeanne Hooks, *Director of Management Services*
Thomas Dooley, *Fire Chief*
Byron Hayes, *Chief Financial Officer*
Erin L. Hudson, *Communications & Outreach Director*
Paul Huessard, *Strategic Performance Manager*
Cindi King, *Parks, Recreation & Cultural Resources Director*
Tiffany McNeill, *Economic Development Director*
Micah McRae, *Management & Budget Analyst*
Shandy Padgett, *Inspections Director*
Justin Rosser, *Chief of Police*
Mark Spanioli, *Director of Engineering*
Michele Stegall, *Planning Director*
Matt Wetherell, *Public Works Director*

1. Welcome & Overview – Mayor Cawley called the meeting to order at 8:07 a.m. Council discussed their expectations for the discussion, with emphasis on establishing shared definitions and learning more about Town expenditures to better facilitate budget discussions later in the fiscal year as Council prepared to adopt the FY2028 budget.

2. Budget Breakdown
Staff shared information on levels of discretion for the different categories of Town expenditures and answered clarifying questions from Council.

Council discussed that previous Council-approved programs were incorporated into the Town's "base budget" meaning the budget development process assumed continuation of those programs. Every other year, staff completed a base budget review to ensure expenses remained aligned with Council priorities. Council Member Scroggins-Johnson called for Council to complete a review of their priorities and expectations for level of service.

Council discussed use of AI to support Town operations.

Council discussed expenditures for which the Town received outside funding. They

discussed different ways to share that information with the public to show tax burden relief as well as potential future obligations. They debated the benefits of grant funds for programs and personnel, emphasizing the importance of understanding future obligations on the Town and public expectations.

Council discussed return on investment (ROI) evaluations compared to quality-of-life impacts of Town programs.

Council discussed funding related to the Town's vehicle fleet. Matt Wetherell, Director of Public Works, shared details on the Town's fleet policies and practices. Chief of Police, Justin Rosser, shared information on the department's take-home vehicle program. He emphasized the importance of the program for operational readiness. He clarified take-home vehicles were not used for personal travel while off duty.

3. Staffing

Town Manager Zuidema shared a five-year staffing outlook, in which there were 50.75 positions requested. He emphasized the projection was based on current service levels and priorities. Staff would balance the requests each year with available revenues, which Town Manager Zuidema emphasized meant that not all requests would be included in the annual recommended budget.

Council discussed the projected positions, asked clarifying questions, and discussed service levels. Council emphasized the importance of thorough justification for future staffing requests.

4. Revenues

Staff shared information on different revenue sources for the Town, with focus on Council's control over each source. Council asked questions, discussed different restrictions on the sources, and discussed indirect influences they had on funding sources.

Council discussed costs of development in relation to revenues generated. They also discussed the Town's history of Municipal Services Districts related to road maintenance.

Council discussed the Wake County revaluation process. Council Member Kesling emphasized that apartment complexes were considered as commercial properties, not residential properties.

5. Budget Philosophy

Council members shared aspects of their individual budget philosophies.

Council discussed challenges with public engagement regarding budget decisions. Communications & Outreach Director Erin L. Hudson shared engagement strategies, such as a statistically significant town-wide survey. Council discussed engagement strategies.

Council emphasized their commitment to current personnel. Staff answered questions about hiring practices, benefits, and salaries.

Council and staff discussed future impacts to the Town's revenue including revaluation and redevelopment. Council recognized the town had limited land available. They directed staff to investigate the benefits of a geo-spatial analysis to protect the Town's long-term financial stability. Council Member Garimella cautioned against Council defining a solution to the problem, and asked staff to bring their solutions forward.

Council discussed initial values for the FY2028 budget.

6. Budget Process & Community Outreach

Council discussed the upcoming revaluation process. Staff shared information on the upcoming Capital Investment Program update at which time Council could consider future bond opportunities.

Council and staff considered methods of community engagement for the FY2028 budget. They compared the benefits of wide-spread outreach with limited scopes of questions compared to small-scale facilitated discussion. Staff shared information on planned education programming.

7. Closing

8. Adjournment

MOTION: Mayor Pro Tem Robotti made a motion to adjourn the meeting. Council Member Patel seconded the motion which carried unanimously 7-0.

Mayor Cawley adjourned the meeting at 4:30 p.m.



Morrisville Town Council
Regular Meeting Minutes
August 25, 2026, 6:00 p.m.

NOTE: Minutes are summaries only, reflecting Council action and main points of discussion. For the full meeting audio and/or video, the meeting agenda, presentations, and other related agenda materials please visit the Town website.

Present: Mayor Cawley, Mayor Pro Tem Robotti, and Council Members Garimella, Kesling, Johnson, Patel, Scroggins-Johnson, and Assistant Town Attorney Jones.

Staff: Brandon Zuidema, *Town Manager*
Giselle Rodriguez-Villanueva, *Deputy Town Manager*
John Letteney, *Assistant Town Manger*
Jeanne Hooks, *Director of Management Services*
Kimberly Kowanick, *Deputy Town Clerk*
Officer Gul, *Sergeant at Arms*
Byron Hayes, *Chief Financial Officer*
Erin L Hudson, *Communications & Outreach Director*
Brittany Johnson, *Planning Manager*
Cindi King, *Parks, Recreation and Cultural Resources Director*
Bret Martin, *Transportation Project Manager*
Josh Michael, *Planner III*
James Owens, *IT Support Technician*
Jordan Prince, *Planner I*
Justin Rosser, *Chief of Police*
Mark Spanioli, *Director of Engineering*
Michele Stegall, *Planning Director*

1. **Call to Order** – Mayor Cawley called the meeting to order at 6:00 p.m.
2. **Recognition of Sergeant at Arms** – Officer Gul
3. **Invocation** – delivered by Mayor Cawley
4. **Pledge of Allegiance** – led by Mayor Cawley
5. **Adoption of Regular Agenda**
No conflicts of interest with the proposed agenda were reported.

MOTION: Mayor Pro Tem Robotti moved to adopt the Regular Agenda. The motion was seconded by Council Member Johnson and carried unanimously 7-0.

6. **Consent Agenda**
 - 6.a. **Approval of July Town Council Meeting Minutes**
Kayla Bertling, Town Clerk

MOTION: Mayor Pro Tem Robotti moved to approve the Consent Agenda. The motion was seconded by Council Member Johnson and carried unanimously 7-0.

6.b. Resolution Awarding Badge and Service Sidearm to Sergeant Bailey (2026-293-0)

Justin Rosser, Chief of Police

MOTION: Mayor Pro Tem Robotti moved to approve the Consent Agenda. The motion was seconded by Council Member Johnson and carried unanimously 7-0.

6.c. Resolution and Capital Project Ordinance Amendment Authorizing Construction of the Sawmill Creek Stream Relocation and Greenway Project (2026-282-0)

Mark Spanioli, Director of Engineering

MOTION: Mayor Pro Tem Robotti moved to approve the Consent Agenda. The motion was seconded by Council Member Johnson and carried unanimously 7-0.

6.d. Resolution and Capital Project Resolution Authorizing Phase 1 of the Design-Build Delivery for the Fire Station #2 Relocation Project (2026-281-0)

Mark Spanioli, Director of Engineering

MOTION: Mayor Pro Tem Robotti moved to approve the Consent Agenda. The motion was seconded by Council Member Johnson and carried unanimously 7-0.

6.e. Resolution Authorizing the Design-Build Bridging Delivery Method for the Morrisville Senior Center (2026-279-0)

Mark Spanioli, Director of Engineering

MOTION: Mayor Pro Tem Robotti moved to approve the Consent Agenda. The motion was seconded by Council Member Johnson and carried unanimously 7-0.

6.f. Resolution and Capital Project Ordinance Amendment for Phase 1 of the Design-Build Delivery for Church Street Park Field Reconstruction Project (2026-280-0)

Mark Spanioli, Director of Engineering

MOTION: Mayor Pro Tem Robotti moved to approve the Consent Agenda. The motion was seconded by Council Member Johnson and carried unanimously 7-0.

6.g. Annexation 808 Church St and 0 Church St Hamlet Development (2026-262-0)

Jordan Prince, Planner I

MOTION: Mayor Pro Tem Robotti moved to approve the Consent Agenda. The motion was seconded by Council Member Johnson and carried unanimously 7-0.

7. Items Pulled from Consent (if any)

8. Morrisville Speaks: Public Comment

Saran Sundram, 105 Hammond Wood Place, advocated for strengthening community education on substance abuse, and drew special attention to nicotine addiction and vaping. Community Member Sundram emphasized the importance of educating young people and requested Council to support a proclamation addressing substance abuse.

9. Presentations

9.a. Retirement Recognition of Sergeant Bailey

Justin Rosser, Chief of Police

Justin Rosser, Chief of Police, introduced Sergeant Bailey and recognized his retirement from the Morrisville Police Department. Chief Rosser expressed deep admiration and appreciation for Sergeant Bailey's leadership and mentorship. He emphasized the change Sergeant Bailey had brought to the agency and presented him with a Town plaque, his service sidearm, and badge. Sergeant Bailey expressed gratitude for the recognition and highlighted his family and department's support. On behalf of the Town Council, Council Member Johnson thanked Sergeant Bailey for his dedication and professionalism over his 30 years of service.

9.b. Rental Assistance and Security Deposit Program Update (2026-298-0)

Josh Michael, Planner III

Josh Michael, Planner III, introduced an update to the Rental Assistance and Security Deposit Program. He reviewed that Phase 1 began in April 2026 which was launched to Town employees and Phase 2 began in May 2026 which expanded to WCPSS (Wake County Public School System) and Wake County employees. The program was administered by NeighborUp.

Planner III Michael explained changes to the program were based on initial program observations. He noted applicants hired by the Town of Morrisville, Wake County, or WCPSS were considered now eligible upon hire, even without a paystub if they didn't yet have one. He stated another change was NeighborUp would assist applicants with leases longer than 12 months and would issue confirmation letters to landlords stating subsidy would continue for a full lease term (as long as funds were available). Planner III Michael explained the subsidy was calculated using the full monthly housing obligation, including trash/sewer or utility fees included in the lease agreement, required monthly charges tied to the unit, and any recurring costs billed directly by the property management company. He highlighted that in rare circumstances, NeighborUp may issue the subsidy directly to the tenant with the requirement that the tenant submit monthly receipts that showed rent was paid.

Council Member Scroggins-Johnson expressed appreciation for how issues were identified and adjustments developed to mitigate issues. She questioned if the lack of participation in the security deposit assistance program was due to timing, threshold requirements, or other reasons. In response to Council Member Scroggins-Johnson, Planner III Michael explained that there was a cap on the amount designated towards rental assistance but explained money could be transferred between the types of assistance programs.

Council Member Scroggins-Johnson requested an updated running total of expenditures and remaining funds for the programs. She advocated for Town employees to be prioritized in year two, given the program was open to WCPSS and Wake County Public-Sector Employees. Planner III Michael explained that due to budgeting considerations, it was important to direct funds to those most in need to demonstrate the program's effectiveness, but he would review the prioritization request.

Council Member Johnson expressed satisfaction with the assistance being provided and appreciation for the program updates. She was surprised that some facilities did not accept third-party payments and asked how those payments would be handled. Planner III Michael explained that payments would be made directly to the tenant in monthly installments but required proof of payment to the landlord.

Mayor Pro Tem Robotti stated she was grateful for the trend setting program and anticipated an increase in year two applications due to leases ending. She advocated to focus on Morrisville employees. Mayor Pro Tem Robotti asked if NeighborUp would steer participants towards facilities that took third party payments. Planner III Michael stated NeighborUp provided a list of participating locations.

Mayor Cawley expressed gratitude for addressing program issues upfront.

Council Member Kesling sought clarity on the delay of expansion to Wake County employees. Planner III Michael explained that Wake County requested time to review the program through their own legal department. Council Member Kesling clarified the program would not assist with standalone utility payments. Council Member Kesling requested data on the specific reasons for ineligibility in related to applicants that could be already receiving assistance from another program or not residing within the municipality's jurisdiction.

Council Member Garimella questioned if participants were residing in apartments or town homes. Planner III Michael explained that data was not gathered on applications. In response to Council Member Garimella, Planner III Michael explained there were some initial applications from individuals working within Morrisville, but not for the Town. Those applications were ineligible. In response to Council Member Garimella, Planner III Michael emphasized education from the Town and NeighborUp would help increase comfort and acceptance of the program by landlords.

Council Member Patel questioned how much money had been distributed within the program and the original allocated amount. Planner III Michael explained the exact amount was unknown due to open applications but could be verified as the program expanded. Council Member Patel questioned what would occur if an applicant became ineligible while already receiving assistance. Planner III Michael explained the Town of Morrisville was obligated to pay the subsidy for the duration of a lease.

Council Member Kesling highlighted that having received applications from non-town employees, showed a need for assistance within the community. He advocated to

gather voluntary testimonials from applicants that have benefited from the program and stated it would be valuable for public support of the program. Planner III Michael advised Council that this could be a sensitive disclosure for some participants.

Mayor Cawley advocated to promote the program further. In response to Mayor Cawley, Planner III Michael explained the reports would be quarterly, and the next report would be in three months.

10. Action Items

10.a. Locally Preferred Alternative for the Wake Bus Rapid Transit: Western Corridor Extension (2026-239-0)

Bret Martin, Transportation Project Manager

Work Session – July 30, 2026

Presentation – August 25, 2026

Action – September 8, 2026

Bret Martin, Transportation Project Manager, summarized a previous presentation with CAMPO staff that highlighted Council's concerns regarding the location of the locally preferred alternative for the Wake Bus Rapid Transit project. He explained a letter expressing Council concerns was drafted to be presented to CAMPO in lieu of a signed resolution to endorse. Transportation Project Manager Martin sought Council feedback on the draft letter.

Council Member Johnson acknowledged the hard work in drafting the letter and explained she did not support the language in the original resolution. Council Member Johnson requested to change some of the language in the drafted letter. Transportation Project Manager Martin explained the intent of the language was to show support for the overall program and not the specific route.

Transportation Project Manager Martin discussed a proposed change from "the Town supports" to "the Town recognizes" the regionally recommended route within the context of having or not having any route. Council supported the change.

Council Member Kesling supported the change in wording. He questioned if the letter should include mention of if additional BRT funding became available the Town requested dedicated transit lanes or transit priority treatments, and/or Davis Drive fixed routes. Council Member Kesling emphasized both would support success of a BRT and the Town. Transportation Project Manager Martin explained the adopted 2055 Metropolitan Transportation Plan, CAMPO's MPT, included dedicated lanes for the Western Extension within the 2045 horizon. He warned that there were other potential BRT corridors, one was Davis Drive, and if Council expressed support for a specific route, it would compete against other routes that could be potentially more beneficial for the community.

Council discussed changing the wording in the letter from "supports" to "recognizes" with the intention that if the only option was the regionally recommended route, then the Town supported the BRT. Council Member Johnson requested to bring a proposed letter back on consent and stated it could be pulled if needed.

Mayor Cawley advocated for public to provide feedback on the Wake Transit Input Survey and suggested the public could advocate for a fixed route along Davis Drive.

Break: 7:08 p.m.

Reconvene: 7:27 p.m.

11. New Items

11.a. False Alarm Ordinance (2026-294-0)

Justin Rosser, Chief of Police

Presentation – August 25

Action – September 8

Justin Rosser, Chief of Police, introduced proposed revisions to the False Alarm Ordinance and explained it was to support compliance with alarm maintenance and to reduce false alarm responses. He highlighted changes to alarm user and alarm company responsibilities, ordinance violations, enforcement provisions, appeals process, and civil penalties. Chief Rosser emphasized discontinuance of law enforcement response due to failure of payment of civil penalties would be in regard to nuisance alarms. He reiterated law enforcement would continue to respond to any panic alarms. Chief Rosser reviewed notice of the changes would include written notification to alarm users and alarm companies, outreach through social media, and notice would be posted on the Town's website. He requested ordinance changes take effect 60 days after council approval.

Mayor Pro Tem Robotti strongly opposed the discontinuance of law enforcement response. She emphasized even for vacant buildings there was a possibility of an emergency event. Chief Rosser clarified a better example would be during the day if a company left a door open for fresh air and it triggered the false alarm. Chief Rosser explained he would be making the decision not to respond, and he would have had multiple conversations with the alarm user prior to the discontinuation of law enforcement response. He emphasized the discontinuance of response would be extremely rare and carefully considered. Mayor Pro Tem Robotti asked if Council could be made aware of instances when a discontinuation of response may occur.

Mayor Pro Tem Robotti asked if there was liability associated with not responding. Town Manager Zuidema explained the Town agreed to respond to alarms but did not provide agreements on timeframes for response. Lori Jones, Assistant Town Attorney, explained that providing notice would remove liability. She noted that if law enforcement was being prevented or delayed from responding to actual emergencies due to false alarms, it created liability. John Letteney, Assistant Town Manager, explained that the proposed policy was based on a model policy from NC Association of Chiefs of Police and was vetted by the NCACP Counsel. He emphasized there had been multiple conversations with the NC Alarm Licensing Board and town attorneys throughout the state, and many others in relation to that specific provision. Mayor Pro Tem Robotti expressed dissatisfaction with the provision.

Council Member Patel clarified a discontinuation of response would only occur if there

was non-compliance with penalty fees. Chief Rosser stated that was correct but reminded Council that he would still have had a conversation with the alarm users prior to any discontinuation of response. Council Member Patel asked if this situation had occurred previously. Chief Rosser explained that due to inconsistencies in tracking and the way the ordinance was written, non-compliance tallies recycled every 3 months, and the extent of data was unknown. Council Member Patel clarified if an alarm user reached 11+ false alarms but paid penalties on time, would law enforcement still respond. Chief Rosser explained that would result in a conversation with the alarm user. Council Member Patel stated he was supportive of the provision as long as there was notification.

Council Member Garimella asked if there was data from the past year of false alarm occurrences. Chief Rosser explained that violations had not been tracked due to inconsistencies in the wording of the fee schedule and ordinance. Council Member Garimella clarified the ordinance was changing the way the violations were being tracked and questioned if the update should be postponed for data to be gathered and reevaluated after 6 months. Chief Rosser explained they cannot track or change the violation status until the ordinance was updated. Council Member Garimella asked if the ordinance covered residential and commercial alarms. Chief Rosser explained it was for any alarm within the Town. Council Member Garimella clarified it was not for fire alarms. Chief Rosser explained that fire alarms were covered under a separate ordinance under the Fire Department. He explained the definition within the ordinance specifically referenced law enforcement alarms only.

Council Member Johnson questioned the appeal notice being limited to 10 days. Chief Rosser clarified the days 10 days began once the letter was received. Council Member Johnson expressed hesitation and stated 10 days was too short a timeframe. Chief Rosser explained 10 days was from the model ordinance. Council Member Johnson emphasized 10 days did not provide a lot of time and advocated if it was a resident that was away on vacation, they could miss the appeal deadline.

In response to Council Member Johnson, Chief Rosser explained the fee schedule contained tiers. Council Member Johnson questioned if giving 60 days for the ordinance to take effect was adequate time to educate everyone. Chief Rosser suggested delaying the ordinance update to January 1, 2027. Council Member Johnson expressed support to change the effective date to January 1.

In response to Council Member Johnson, Chief Rosser clarified some alarms are registered with the NC Alarm Board. Council Member Johnson questioned how law enforcement would know which business used services or providers. Chief Rosser explained that most companies used a service, but some individuals may install their own system, and the self-installed systems were inconsistent with how they notified or if they notified emergency services. In response to Council Member Johnson, Chief Rosser explained the Town would notify all known non-compliant companies and provide public outreach to the entire Town.

Council Member Patel asked what the current policy and ordinance contained. Chief Rosser explained that the ordinance was not consistent with the fee schedule and the

inconsistency led to an inability to enforce violations. Council Member Patel requested a report on how many false alarms were received within the past year. Chief Rosser explained that an estimated number could be gathered but cautioned the number may be inaccurate due to inconsistency with CAD calls (Computer-Aided Dispatch) and receiving alarm notifications.

Mayor Cawley requested a rolling 12-month calendar be used for tracking violations and suggested the Town partner with the Morrisville Chamber of Commerce to distribute education.

Chief Rosser sought clarity from Council if they required previous data and to confirm Council wanted to adjust the appeals deadline to longer than 10 days.

Council Member Garimella questioned how the appeals process worked. Staff explained appeals went through the Town Manager for review to ensure transparency and equitability. Assistance Town Manager Letteney clarified the current ordinance directed appeals to the Town Manager as well.

Council Member Kesling advocated to have PSAC (Public Safety Advisory Committee) hear the appeals. Town Manager Zuidema noted he did not recommend PSAC review appeals due to the unique nature of the issue. Assistant Town Attorney Jones stated nothing needed to be added to the ordinance for PSAC to review the false alarm violation appeals.

Council discussed adjusting the appeals deadline to longer than 10 days but within 30 days. Chief Rosser clarified days would be defined as business days for appeals. Chief Rosser would return to Council with the appeals deadline updated to 15 business days.

Council discussed the provision for discontinuation of response for alarm violations due to failure to pay civil penalties. Council showed consensus to change the wording to clarify discontinuation of response must be made by the Chief of Police.

11.b. Resolution Approving a Lease for the Relocation/Expansion of the Senior Center (2026-304-0)

Brandon Zuidema, Town Manager

Presentation - August 25, 2026

Approval (Consent) - September 8, 2026

Town Manager Zuidema reviewed previous plans to expand the current Senior Center into the unit next door. He explained the current landlord was unable to allow entry into the additional space till 2028. Town Manager Zuidema presented a proposed lease for an alternate location for the Senior Center at 4117 Davis Drive. Town Manager Zuidema highlighted the proposed building would allow for additional space and flexibility in restructuring the layout. He noted the lease was for 59 months and included a possible 2nd lease for an additional 59 months. Town Manager Zuidema explained the lease rate was for \$233,000 annually and the lessor has given 8 months from lease signing until lease payment commenced. He noted should the Center not be transferred to the new building by the time the lease commenced, the lessor has agreed to reduce the rate of rent to \$1,000 a month at the original location. Town Manager Zuidema highlighted

there would be additional ADA parking spaces and Senior Center specific parking directly in front of the new building and noted the Smart Shuttle stop could be moved closer to the new building.

Council Member Johnson requested to share the details with the Senior Advisory Committee (SAC), specifically the parking stipulations. She noted there were previous concerns from members and suggested adding progress updates to the SAC agenda. Town Manager Zuidema stated staff could provide updates, timelines, and photo progress.

Council Member Scroggins-Johnson noted the circumstances that resulted in the current center not being expanded and thanked staff for finding an alternate site. She advocated a need for storage at the new site.

Mayor Cawley expressed anticipation for the new and larger space.

Council Member Kesling thanked staff for a quick transition when the original site fell through.

Council Member Johnson thanked staff that attended the last SAC meeting, and noted the members were appreciative that staff showed up and explained the location change.

Town Manager Zuidema highlighted that Westwood, the lessor, provided a tenant improvement allowance of \$83,000. They provided an additional \$50,000 in allowance to recognize the Town's investment in designing the original expansion location. He stated the rough estimate for investment was \$1 million dollars and designs would be shared with Council.

12. Future Meetings, Events and Resident Involvement Opportunities

For a full listing of events, please see the Town Calendar at www.MorrisvilleNC.gov

13. Council and Manager Comments

Mayor Cawley noted gratitude towards Sergeant Steven Bailey on his retirement. He explained being present for Sergeant Bailey's last 10-42 call and stated what stood out the most was his unwavering integrity and that his legacy will remain with the community and police department. Mayor Cawley wished Sergeant Bailey the best in his next chapter. Mayor Cawley thanked staff for their extraordinary support in the multiple meetings during the previous week. He explained staff's dedication as a team and preparation made it all possible and he truly appreciated all the time and energy that staff gave to Morrisville. Mayor Cawley advocated for everyone to take advantage of the greenways and parks and noted his participation in a 5K between Cedar Fork District Park to Morrisville Community Park. He emphasized the experience was a reminder of community spirit and natural beauty.

Council Member Garimella thanked staff for the Council Retreat the past weekend.

Council Member Johnson thanked staff for the Council Retreat and their time away from family and other responsibilities. She congratulated everyone on a new and safe school

year.

Council Member Patel thanked all staff that attended the Council Retreat and the SAC meeting. He expressed appreciation for the solution to relocate the Senior Center.

Council Member Kesling thanked staff for the Council Retreat. He congratulated Sergeant Bailey.

Town Manager Zuidema thanked Council and staff for the Council Retreat and stated he felt it was a productive conversation that introduced the beginnings of a FY2028 budget. He called out Micah McRae, Management and Budget Analyst, and noted his confidence and supportive work.

14. Adjournment

MOTION: Mayor Pro Tem Robotti made a motion to adjourn the meeting.

Council Member Johnson seconded the motion which carried unanimously 7-0.

Mayor Cawley adjourned the meeting at 8:35 p.m.



Morrisville Town Council
Work Session Meeting Minutes
August 27, 2026, 6:00 p.m.

NOTE: Minutes are summaries only, reflecting Council action and main points of discussion. For the full meeting audio and/or video, the meeting agenda, presentations, and other related agenda materials please visit the Town website.

Present: Mayor Cawley, Mayor Pro Tem Robotti, and Council Members Garimella, Johnson, Kesling, Patel, and Scroggins-Johnson

Staff: Brandon Zuidema, *Town Manager*
Giselle Rodriguez-Villanueva, *Deputy Town Manager*
John Letteney, *Assistant Town Manager*
Jeanne Hooks, *Director of Management Services*
Kayla Bertling, *Town Clerk*
Byron Hayes, *Chief Financial Officer*
Erin L. Hudson, *Communications & Outreach Director*
James Owens, Jr., *IT Support Technician*
Michele Stegall, *Planning Director*

1. **Call to Order** – Mayor Cawley called the meeting to order at 6:00 p.m.
2. **Discussion Items**

2.a. Data Centers: State and Regional Overview (2026-296-0)
Central Pines Regional Council

Staff from the Central Pines Regional Council (CPRC) provided an overview of datacenters and their trends in North Carolina and the Triangle region. They shared key considerations for municipalities, pending legislation, and regional responses to the topic. They highlighted they were developing a model ordinance for municipalities to use.

In response to Council Member Johnson, CPRC staff confirmed most moratoriums adopted around the region had language clarifying the moratoriums were put in place to allow staff time to update ordinances.

In response to Mayor Pro Tem Robotti, CPRC staff noted they were working to compile data on resource consumption from the centers. They emphasized their work was focused on defining “data center” in a manner that would be relevant as technology advanced in the future.

In response to Council Member Patel, CPRC staff advised Council that for data centers, communities would see jobs created during the construction phase, but the sites would overall lack jobs compared to most other business use types.

In response to Mayor Pro Tem Robotti, CPRC staff noted municipalities should

specifically focus on noise and aesthetic designs when drafting UDO (Unified Development Ordinance) considerations for Data Centers.

Council Member Garimella sought clarity on a pledge by major tech companies in which they promised to cover their own costs. CPRC staff noted the intention with the pledge was to ensure costs for increased infrastructure needs would not get pushed onto other customers on the grid. In response to Council Member Garimella, CPRC staff noted some companies were exploring generating their own power on site to meet demand. In response to Council Member Kesling, CPRC staff noted it was unclear if onsite power would come from fossil fuels.

In response to Council Member Garimella, CPRC staff emphasized they were working to establish clear, consistent definitions for data centers which focused on scales of size. The definitions would be shared with the model ordinance.

In response to Council Member Garimella, CPRC staff clarified they were working to share this regional update with as many of their member jurisdictions as possible. They highlighted a working group they hosted had staff from jurisdictions around the region who were helping CPRC with this work. There was emphasis from the group to ensure the definitions and model ordinance were correct, due to limitations on down-zoning and the fast-changing nature of technology.

Council Member Garimella noted the Town had little control over water and power utilities for the town.

Mayor Pro Tem Robotti hoped someone was looking out for minority communities at the state and federal level.

Mayor Cawley recommended CPRC advise municipalities on the ways in which companies could build data centers by-right.

In response to Mayor Cawley, CPRC staff noted they were not aware of any federal legislation that would prevent municipalities from fully blocking data centers, as was done with cell phone towers.

He recommended CPRC share AI prompts that would help integrate their model ordinance into a municipality's UDO.

Council and CPRC staff discussed water usage of data centers. Council Member Kesling advised that when the used water evaporated, it took the water away from the community. CPRC staff advised the main water use concern was the large volume. They shared for systems that did not evaporate, the wastewater could not be reused. The NC Department of Environmental Quality was evaluating the issue. Mayor Cawley asked CPRC to evaluate specific impacts to the projected lifespans of local water sources.

In response to Mayor Cawley, CPRC staff noted that public notifications related to zoning decisions were addressed in the model ordinance and discussed noise impacts.

Mayor Cawley asked CPRC to create materials that showed relatable information on

size of data centers, such as a center compared to a local arena.

In response to Mayor Cawley, CPRC staff advised that it would be difficult to require solar offset of energy by data center companies.

Mayor Pro Tem Robotti noted the conflicting nature of data centers, in which the communities wanted the output but did not want the facilities. CPRC staff noted they were not taking a position on data centers but were instead sharing the tradeoffs with communities to make informed decisions.

Council Member Garimella questioned other business use types that also consumed a large quantity of utilities.

In response to Council Member Patel, CPRC staff noted companies were not forthcoming with their site selection criteria. However, they learned from a proposal in a nearby jurisdiction that access to energy and water, and a large amount of land were key considerations.

In response to Council Member Johnson Town staff clarified the UDO allowed data centers only in certain zoning districts with a special use permit. Council Member Johnson asked Town staff to evaluate Council Member Garimella's comment about other business use types who were heavy consumers of utilities.

Council Member Kesling noted the danger of Legionnaires disease with the water-cooling systems. He advised CPRC to learn how hospitals managed the issue with their own cooling systems. He also recommended the organizations Run on Climate and ASHRAE as additional resources.

In response to Council Member Kesling, CPRC noted each municipality would adopt the model ordinance in different ways, so the Town's current UDO may not be in conflict.

Mayor Cawley noted the General Assembly set maximum distances for public notifications related to zoning decisions.

Council Member Scroggins-Johnson noted the Town did not operate its own water system and relied on Cary to allocate water capacity. She expressed concern that if a hyper-scale data center used an excessive percentage of that allocation, it would be harmful to the community. She also noted challenges related to electric supply, explaining that Morrisville had a business center with bio-pharma operations, which already placed high demand on the power system for their light manufacturing. She stated the Town was already operating at a deficit before considering data center usage.

Council Member Scroggins-Johnson felt that the current noise ordinance was limited, addressing only decibel levels and times of day. She noted that certain facilities generated continuous noise and expressed interest in revisiting the ordinance to better define ongoing, sustained sounds at specific decibel levels.

Mayor Cawley encouraged other communities to explore alternative redevelopment opportunities rather than data centers.

CPRC staff shared they were also evaluating what decommissioning of data centers would look like.

In response to Deputy Town Manager Giselle Rodriguez, Council asked for additional information on: UDO alignment with the CPRC model ordinance; data center definitions; evaluation of the allowance of data centers in the BAC zoning district; noise impacts; whether any sites near the town were prime for data center development; and utility usage for other industries in town. Council also discussed creating flexibility for small-scale data centers such as those already present in town and being used only to provide data for the business on site.

Recess at 7:11 p.m.

Reconvene at 8:21 p.m.

2.b. "Key to the Town" Policy (2026-267-0)

Brandon Zuidema, Town Manager

Work Session - August 11, 2026

Work Session - August 27, 2026

Action - September 8, 2026

Brandon Zuidema, Town Manager, led Council discussion on the creation of a "Key to the Town" Policy.

Council discussed there would always be unique circumstances that would not directly fit the policy but felt the Exemplary Contributions section with the ability to waive the minimum years of service would meet those needs.

2.c. Town Council Roundtable (2026-269-0)

Giselle Rodriguez, Deputy Town Manager

Giselle Rodriguez, Deputy Town Manager, facilitated the Town Council Roundtable.

Mayor Pro Tem Robotti proposed the Town reimburse Operation SAFEChild for their work in Morrisville. She explained the program's goal was to reduce trauma by streamlining services provided to children who had been sexually assaulted, abused, or neglected. She explained the organization was currently providing services at no charge, but needed new revenues to continue providing services.

Council Member Garimella agreed the organization had a good purpose, but noted the Town did not have a policy to donate to non-profits. He felt this was one of many needs, but the Town could not move forward without a policy. Council Member Johnson agreed with the statements, noting she had privately supported the organization. She expressed concern over fairness and precedence for other organizations. She was also concerned with the reimbursement nature of the request. Mayor Pro Tem Robotti acknowledged the Town might not move forward, but noted she told the organization she would make the ask.

Mayor Cawley reminded Council they had previously not been in support of a non-profit policy and asked if they would like to revisit the decision. In response

to Council Member Johnson, Town Manager Zuidema clarified the Town would need a policy in place to give funds through grants or contracts. Deputy Town Manager Rodriguez advised that contracts for services to the Town would need to meet financial regulations, such as bidding. She noted this situation was different in that services were not being provided to the Town.

Council Member Kesling was supportive of investigating a non-profit policy.

Council Member Scroggins-Johnson advised Council that not having a policy was in itself a policy in which the Town gave to none. She emphasized there were many organizations doing good work for the community. She noted the County provided health and human services. Council Member Scroggins-Johnson was not in support of a non-profit policy, emphasizing it was difficult to fairly address all needs.

Town Manager Zuidema clarified the Town did have an agreement with the Western Wake Farmer's Market, in which the non-profit provided a service to the community. In response to Council Member Garimella, Town Manager Zuidema clarified the Town's Affordable Housing Program had a contract with NeighborUp.

Mayor Cawley was supportive of Mayor Pro Tem Robotti's request, and for supporting other non-profits.

A majority of Council indicted support for staff to investigate the proposal. Council Member Johnson expressed concern over the direction when there was no policy in place. Council Member Scroggins-Johnson felt the information would be helpful. Council Member Kesling asked how the Town could help support health and human services provided by the County.

Council Member Kesling proposed establishing a voluntary pre-application review process for rezonings in which developers could receive public feedback prior to submitting a formal application.

Council Member Scroggins-Johnson felt the idea may reduce staff work for complex projects and noted instances where she felt it would have been helpful.

Council Member Garimella believed Town of Cary did something similar. He noted the Council meetings were already long. He felt this was crossing into operations, which should be handled by staff. He emphasized staff needed time to work through rules and regulations to streamline the applications before they came to Council. He felt this would add time to the process, not reduce.

Mayor Pro Tem Robotti was not necessarily opposed, but felt this part of the process should happen at the staff level. She felt that staff understood Council's preferences and were able to fully guide developers. She was supportive if they could identify an added value, but she was unclear on what would be added that was not done at the staff level already. Deputy Town Manager Rodriguez explained more processes had been shifted over to administrative decisions. She shared for rezonings, applicants were required to have a preapplication meeting

in which staff were very detailed about the preferences of Council. She noted during this time, individual Council members may get calls directly from developers wanting their opinions. Deputy Town Manager Rodriguez noted this time was when staff entered into negotiations with developers, emphasizing that all conditions must be offered by the developer. She highlighted that staff always led those conversations with Council's priorities incorporated.

Council Member Johnson thanked Deputy Town Manager Rodriguez for the explanation. She felt Council Member Kesling's goal was to make that process more transparent for the public, and asked how they could achieve that goal in a different way. She advised Council that there were projects that did not need to reach the public because they were ridiculous. Mayor Pro Tem Robotti supported finding an alternative solution.

Council Member Scroggins-Johnson advised Council that the proposal would give the public information earlier in the process. She emphasized the importance of allowing them to be alert and provide feedback.

Mayor Cawley was supportive of focusing on transparency. He emphasized the importance of allowing staff to do their work and allowing them to be in a negotiating position. He recommended something after staff but prior to the Planning & Zoning Board meeting. Town Manager Zuidema emphasized the importance of timing, noting this public touch point must follow staff's pre-submittal conversation to ensure developers did not promise anything not allowed by the UDO and to provide staff enough research time. He noted if moving forward with this proposal, the presentation should be entirely developer led and should not require any additional capacity from staff. He noted that Council Member Kesling's proposal was based on a Town of Garner approach, in which this step came after staff review. Town Manager Zuidema advised Council that this solution would not fully address the transparency issue, as it was voluntary. Council Member Patel agreed the step must follow staff discussion.

As the conversation had shifted towards transparency and not the original proposal, Deputy Town Manager Rodriguez asked Council Member Kesling to clarify if his request was for increased transparency or earlier Council input. Mayor Pro Tem Robotti felt the mayor's suggestion achieved both goals.

Council Member Kesling stated complex projects were increasing and felt that limited land was causing friction in the community. He noted that despite staff conversations, developers still reached out to individual members of Council. He hoped this proposal would give Council members an alternative, more transparent, way of speaking about the project. Council Member Kesling felt Council should be the one to discuss these matters, not staff, noting that legislative rezonings were a question of policy. Council Member Kesling emphasized the public was sensitive to these decisions, and hoped the proposal would show the community that Council was looking out for their best interests. His goal of transparency in the proposal was to show the public how Council approached the decisions.

Council Member Garimella acknowledged Council Member Kesling's sentiments, but noted the importance of timing. He emphasized the process took seven to eight months. He worried that introducing the public to a project too early in that process would cause unnecessary perceptions and concerns for projects that had yet to be finalized, refined by staff, or which may not even come at all. Council Member Kesling felt the timing gave the community time to discuss and felt it would ease the burden on Council by giving them additional time.

Council indicated support for staff to investigate the proposal.

Council Member Kesling proposed using a tool from the organization, Strong Towns, to help monitor fiscal health. He shared his goal with the metrics was to measure if our growth and development was creating enough value to support the infrastructure and services we were committing to maintain.

Mayor Pro Tem Robotti was supportive of having IT investigate the safety of having our data put into the tool and validate the underlying formulas. Town Manager Zuidema noted someone had already added the Town's data without staff's knowledge.

Council Member Kesling noted the Governmental Accounting Standards Board was evaluating a change to the reporting standards for infrastructure assets by 2028. He felt the proposal may help with that new standard.

Council Member Patel indicated support. Council Member Scroggins-Johnson indicated support, noting it was an innovative way to evaluate our infrastructure as the Town approached build-out. Mayor Cawley indicated support.

Council Member Kesling clarified he added the Town's data to the tool, and asked staff validate the data.

Council Member Kesling noted the Town may need to increase its infrastructure investments in the coming years to meet one of the tool's recommendations.

Council indicated support for staff to investigate the proposal.

Council Member Johnson proposed a review of the Town's Advisory Committee & Board application, noting that asking for an applicant's political party may not be relevant.

Council Member Johnson noted the question likely was originally added to ensure Council maintained a diverse perspective on each board, but felt it was not being interpreted that way by applicants. Mayor Pro Tem Robotti indicated support to remove the question. Council Member Scroggins-Johnson indicated support to remove the question, noting Council also needed to be respectful for applicants who may not have the ability to vote.

Council Member Scroggins-Johnson asked for review of the entire application as a group. Mayor Pro Tem Robotti asked to evaluate the entire application process for ways to improve the user experience. Council Member Patel agreed the

purpose of the political party question was not clear to the community. He was supportive of reviewing the entire application process. Council Member Kesling agreed with removing the question. He recommended evaluating ways in which the Town could encourage applicants to become more engaged prior to appointment.

Mayor Cawley brought back discussion on whether the Town should have a non-profit policy. Council was unsupportive during previous roundtables. Deputy Town Manager Rodriguez shared research staff completed into other municipal programs. Staff's recommendation was to not move forward with the policy at the time, but the issue could be revisited if a specific policy objective was identified.

Mayor Cawley commended the many organizations doing good work for the community and felt Council should establish a policy to fund non-profits.

Mayor Pro Tem Robotti was supportive of establishing a policy while there was no dedicated funding, so the Town would be ready should Council ever dedicate funds to the initiative.

Council Member Kesling did not indicate support. In response to Council Member Kesling, Town Manager Zuidema clarified staff had already done research into a policy and could create one.

Council Member Scroggins-Johnson did not indicate support. She expressed concern over the Town reallocating tax dollars to fund only a few non-profits. Council Member Garimella agreed.

Council Member Garimella felt the Town did not have a policy for a reason. He advised Council that the budget was tight. He also advised that even with dedicated funding and a policy, the decisions would become extremely politically charged.

Council Member Johnson shared that she worked with several non-profits and helped raise money for them. However, she was not supportive of the policy. She agreed with points raised by others, and also shared she had not heard a desire from the community to use their tax dollars in this manner. She noted the community expressed other ways they wanted their tax dollars invested. Council Member Johnson thought the community was generous and preferred to support non-profits at the individual level. Mayor Cawley advised Council that those in need did not have time to talk to Council.

Mayor Cawley shared he would continue bringing up the proposal, and expressed dissatisfaction that it was not moving forward.

Council Member Patel agreed that creating a policy would create divisions over who would be funded and who would not.

Council discussed other ways they could support non-profits, such as raising awareness, allowing fundraising booths at Town events, and establishing a non-

profit directory.

Council Member Kesling appreciated the food waste pilot program.

9. Adjournment

MOTION: Mayor Pro Tem Robotti made a motion to adjourn the meeting. Council Member Patel seconded the motion which carried unanimously 7-0.

Mayor Cawley adjourned the meeting at 8:40 p.m.

DRAFT

Town Council Agenda Item Report

Agenda Item No. 6.b

Submitted by: John Letteney

Submitting Department Administration

Meeting Date: September 22, 2026

SUBJECT

Resolution Authorizing a Lease Extension/Update of the Western Wake Farmers Market (WWFM) Agreement

Recommendation:

Approve the Resolution authorizing the Town Manager to enter into the Lease Extension with the WWFM.

Updates/History of Briefing:

NA

Executive Summary and Background Information:

The Town originally signed an agreement with the Western Wake Farmers Market (WWFM) in 2017. As authorized by N.C.G.S. 160A-272, the agreement included the Town leasing to WWFM (a nonprofit corporation) the use of the Healthy Food Hub located at 280 Town Hall Drive for the purpose of operating a farmers' market where residents (and others) could shop for vegetables and other food products directly from the farmer / grower. The original agreement was a five-year agreement that took effect in summer 2018 and expired in October 2023.

In 2023, a new, three-year lease agreement was approved by Council, with an Addendum agreed to by the parties in April 2025 to move the WWFM and the Community Education Garden, which WWFM agreed to include as part of their organization, to Indian Creek Trailhead due to the construction of Phase IA of the Town Center Project.

The Town and WWFM representatives have agreed to extend the current lease "as is" until July 1, 2027, to allow for additional conversation regarding revising provisions and preparing for the move to Town Center, which is anticipated for the fall of 2027. The Town Attorney has reviewed and approved the Lease Extension Addendum B, listed as ATTH 03.

The current lease and Addendum A are attached for information purposes, as ATTH 01 and ATTH 02, respectively.

Advisory Board/Committee Review:

None

Insert Date of Advisory Board/Committee Review:

Advisory Board/Committee Recommendation and/or Vote:

None

Potential Options:

Approve the Resolution

Do not approve the Resolution

Staff Recommendation:

None

ATTACHMENTS

- [2026-330-0 RES WWFM Lease.pdf](#)
- [2026-330-0 ATTH 01 WWFM Lease 2023-2026](#)
- [2026-330-0 ATTH 02 WWFM Addendum A 4-2025.pdf](#)
- [2026-330-0 ATTH 03 Lease Extension Addendum B 2026.pdf](#)



**RESOLUTION 2026-330-0 OF THE MORRISVILLE TOWN
COUNCIL AUTHORIZING A LEASE AGREEMENT WITH THE
WESTERN WAKE FARMERS MARKET, INC.**

WHEREAS, the Town of Morrisville (the “Town”) and the Western Wake Farmers Market, Inc. (a non-profit corporation) (“WWFM”) first entered into a five-year Lease Agreement (the “Agreement”) in 2017 in accordance with N.C.G.S. 160A-272 for the WWFM to move their operations to the Healthy Food Hub at 280 Town Hall Drive; and

WHEREAS, the Agreement took effect in 2018 for a five-year lease, and the Agreement was renewed in 2023 for a three-year lease that is set to expire this year; and

WHEREAS, the Town and the WWFM both recognize the value of a farmers market that is held in Town so that Town residents (and others) can have regular access to direct-from-farm products; and

WHEREAS, WWFM continues to collaborate with the Morrisville Education Garden to host the education garden under the WWFM non-profit corporation status; and

WHEREAS, the Town and WWFM both wish to continue to collaborate to provide the farmers market and the education garden, both as amenities for Town residents and others; and

WHEREAS, the Town and WWFM have agreed to extend the current lease “as is” until July 1, 2027, and to work together to draft a future proposed Agreement to clearly define the collaborative relationship going forward as the market and education garden prepares to move to the Town Center, which is anticipated in the fall of 2027.

NOW, THEREFORE, BE IT RESOLVED THAT THE MORRISVILLE TOWN COUNCIL hereby authorizes the Town Manager to execute Addendum B to the Agreement with the Western Wake Farmers Market, Inc. for a lease to operate the farmers market and the education garden.

Adopted this the 22nd of September, 2026.

TJ Cawley, Mayor

ATTEST:

Kayla Bertling, Town Clerk

**LEASE AGREEMENT BETWEEN THE TOWN OF MORRISVILLE AND
THE WESTERN WAKE FARMERS MARKET**

THIS AGREEMENT is made and entered into as of October 2, 2023 by and between the Town of Morrisville, a municipal corporation of the State of North Carolina (hereinafter "the Town") and The Western Wake Farmers Market, Inc. (hereinafter, "WWFM"), a nonprofit corporation of the State of North Carolina, and the Town and WWFM together hereinafter "the Parties".

WITNESSETH:

WHEREAS, the Town has established the Morrisville Healthy Food Hub (the "Healthy Food Hub") for Town-sponsored public uses and events and has invited nonprofit corporations to utilize the Healthy Food Hub to conduct their community-focused operations; and

WHEREAS, the Town has constructed and maintains the Morrisville Healthy Food Hub and has included amenities to support a variety of uses at the Morrisville Healthy Food Hub located on Town Hall Drive on land owned by the Town; and

WHEREAS, the Town has agreed to allow a farmers market operated by WWFM, including an education garden, at the Healthy Food Hub as a community asset that is beneficial to the reputation of the Town and the quality of life of the Town's residents; and

WHEREAS, by signing this agreement, WWFM has agreed to manage the education garden as a component of their nonprofit operations at the Healthy Food Hub and will ensure the education garden is operated in alignment with the expectations set herein; and

WHEREAS, the Town wishes for WWFM to operate the farmers market and the education garden, as it has the experience and ability to manage such operations; and

WHEREAS, WWFM is a nonprofit organization with substantial experience in organizing, advertising, and operating a market designed to provide an opportunity for farmers and artisans to sell their own products directly to consumers, to the benefit of the community; and

WHEREAS, WWFM acknowledges that they originally sought out the Town as a partner and that they benefit from the opportunity to host the farmers market and the education garden at the Healthy Food Hub in collaboration with the Town.

NOW, THEREFORE, in consideration of the premises and the mutual promises contained herein, the parties to this agreement hereby agree as follows:

A. Lease:

Pursuant to G.S. §160A-272 and in consideration of payment as outlined herein and such other mutual promises and covenants as hereinafter contained, the Town hereby leases the site shown on Exhibit A attached hereto to WWFM for the purpose of operating a farmers market and an education garden at the Healthy Food Hub. The terms and conditions of the Agreement, and the respective rights and obligations of the parties are set forth in this Agreement.

B. WWFM Farmers Market Rights, Obligations and Responsibilities:

1. WWFM shall operate and manage a farmers market on Saturday mornings at the Morrisville Healthy Food Hub site on Town Hall Drive (as shown on Exhibit A attached hereto).
2. WWFM shall maintain by-laws for their organization (as shown as Exhibit B attached hereto) and will provide the Town with any updates to the by-laws within thirty (30) days of their adoption.
3. The hours of operation for the regular market (April – November) and the winter market (December – March), including setup and tear down, will be established in the Rules of Operation as updated annually and attached hereto as Exhibit C.
 - a. WWFM will have the option to provide weekday markets at its discretion as vendor availability and customer demand may allow. WWFM shall provide the Town with a minimum of 30 days' notice of a planned weekday market for Town approval.
 - b. WWFM will have the option to operate a farmers market the Tuesday before Thanksgiving, at its discretion. That market on the Tuesday before Thanksgiving will be open at times agreed to by the Parties.
 - c. The farmers market will not operate on the Saturday after Thanksgiving, nor on Christmas or New Year's Day if those holidays fall on a Saturday.
 - d. WWFM will conduct a sample survey, at a minimum quarterly, of at least 25% of their customers to determine if the customer lives in Morrisville, if the customer lives in Wake County, and what aspects of the farmers market contribute to them shopping at the market. WWFM will also post a QR code for new customers to use to complete the survey as to their residence and other information of interest to the WWFM. WWFM will include the survey results in a monthly report to the Town.
4. The Morrisville Healthy Food Hub site will be designated as the primary market site for WWFM, and will be recognized as such in all marketing, media, and informational materials.

5. During the term of this Agreement, WWFM, including its affiliates and related parties (whether under the name “Western Wake Farmers Market, Inc.” or otherwise) shall not operate any additional market location(s) within a 5-mile radius of the Morrisville Healthy Food Hub, the site shown and described on Exhibit A attached hereto.
6. WWFM agrees to make their best effort to reach and maintain a minimum of 20 vendors during the regular season and 12 vendors during the winter season. This will include, but not be limited to, proactive advertising locally and regionally, use of social media, coordination with the Town’s Communications & Outreach Department, and outreach to potential vendors.
 - a. An average minimum of 65% direct-from-farm products will comprise the primary vendor base.
 - b. WWFM may allow non-food or craft vendors to be a part of the Saturday market so long as they do not constitute more than 35% of the vendors who have indicated an intent to attend that week. Special permissions will be required from the Town if non-food or craft vendors constitute more than 35% of the expected vendors except as noted in “c” below.
 - c. WWFM may operate up to four (4) Saturday markets per calendar year in which a percentage of craft vendors equal to or greater than 35% may attend. These will be advertised as special events and their scope and scheduling will be coordinated with the Town at least 30 days in advance.
 - d. WWFM will include the weekly vendor and customer count in a monthly written summary which is provided to the Town’s representative as part of WWFM’s scheduled Board meeting.
7. WWFM agrees to make their best effort to expand their customer base and weekly customers over the course of this Agreement. WWFM agrees to proactively advertise the market locally and regionally, including but not limited to collaborating with their vendors, social media messaging, posting on local and regional websites, reaching out to local governments outside the Town (particularly including Wake County), and working with the Town and the Morrisville Chamber of Commerce to advertise through their various methods of outreach. These efforts will be documented by WWFM in their monthly report to the Town.
8. WWFM shall be responsible for all aspects of the operation of the market, including without limitation advertising, promotion, collection of fees, cleanup of the market site after each market session, and enforcement of the operating rules and regulations. The Town agrees to support WWFM advertising efforts by sharing WWFM advertising via the Town’s social media outlets and other Town communications.
9. WWFM will be responsible for providing portable toilet facilities on site to serve the market, to be serviced no less than weekly.

10. WWFM shall have the authority to operate the market under the Rules of Operation attached hereto as Exhibit C, which will be reviewed at least annually by the Town for compliance with Morrisville's Unified Development Ordinance ("the UDO") and other Town requirements.
 - a. WWFM agrees to modify its rules if necessary to be compliant with Town requirements. For clarity, this includes the authority to ask vendors to leave who refuse to abide by these rules and/or policies.
 - b. WWFM shall administer and enforce these rules and/or policies fairly and equitably and shall establish its own procedures to resolve disputes concerning the interpretation of any of the foregoing rules and/or policies. However, nothing contained herein is intended to curtail or abridge in any way the right of any person or entity to bring to the attention of the Town Manager any market policy or any interpretation of such policy or other decision by WWFM, with which such person or entity disagrees.
11. WWFM may modify its rules and regulations from time to time and will submit modifications via email to the Town's Board representative a minimum of 30 days prior to their proposed implementation date for Town approval. WWFM shall comply with all applicable laws, ordinances, and regulations affecting the market, whether now existing or hereafter enacted.
12. The Town recognizes and expects WWFM will perform its obligations under this Agreement by acting through one or more persons. At least one WWFM designated manager will be on-site during hours of set-up, operation, and take-down and be responsible for the performance of WWFM's obligations under this Agreement. WWFM shall keep the Town informed of the names, email addresses, and telephone numbers of the person(s) it retains, appoints, or employs to act (as manager or otherwise) on its behalf.
13. WWFM shall establish, maintain, and abide by a set of by-laws. The by-laws shall be reviewed annually by WWFM and updated when necessary. WWFM shall provide the Town with a copy of the by-laws and will provide an updated copy as changes may be approved.
14. WWFM shall provide annually (and no later than October 1) a Certificate of Liability Insurance showing a commercial general liability insurance of at least 1 million dollars (\$1,000,000.00) per occurrence, and an aggregate coverage of at least 2 million dollars (\$2,000,000) per occurrence, with the Town listed as an "Additional Insured." WWFM will require its regular (weekly) vendors to maintain insurance that lists WWFM as an additional insured.
15. WWFM may not assign or encumber this Agreement or its interest in the market arising under this Agreement, and may not sublet all or any part of the farmers market (other than space in the market to the vendors as set forth in Section B, Paragraph 4 herein) without first obtaining the written consent of Town, which consent may be withheld for any reason or for no reason whatsoever.

16. Should WWFM desire to make material changes to the Healthy Food Hub to enhance their ability to operate the farmers market, any proposed changes shall be presented to the Town for approval.
 - a. The Town reserves the right to not allow any changes to the Healthy Food Hub if the proposed changes would interfere with other Town operations or would not be in the best interest of the Town and its other uses of the Healthy Food Hub.
 - b. In the event any proposed changes are approved by the Town, the cost of the approved changes will be the responsibility of WWFM unless other specific arrangements are made with the Town.
 - c. If the Town elects to make changes to the Healthy Food Hub, WWFM will be notified in advance and included in any discussions of the proposed changes.
17. WWFM shall have the option of terminating the Agreement if: (i) The Town has failed to substantially restore the farmers market portion of the Project, if such is significantly damaged, within 90 days of such damage, if restoration has not been delayed by a *force majeure*; or (ii) The Town is in material breach of its obligation(s) under the Agreement and fails to cure such breach within 10 days of a timely notice of default.
 - a. If WWFM elects to terminate this Agreement, then it shall give notice of the cancellation to the Town within 30 days after the date of the default. WWFM shall vacate the Healthy Food Hub within 15 days after providing the notice of termination.
 - b. WWFM hereby expressly covenants and agrees that, in the event of termination for any reason other than material breach of the Agreement by the Town, WWFM, including its affiliates and related parties (whether under the name "Western Wake Farmers Market, Inc.", or otherwise) shall not operate any market location(s) within a 5-mile radius of the Morrisville Healthy Food Hub, the site shown and described on Exhibit A attached hereto.
 - c. In the event of termination due to material breach by the Town, there shall be no restriction on the location of WWFM's operation.

C. WWFM Education Garden Rights, Obligations and Responsibilities:

1. WWFM will operate and manage an education garden in the area identified on Exhibit A (attached hereto) in the Healthy Food Hub under their authority as a nonprofit corporation. This relationship is acknowledged in Exhibit D attached hereto.
 - a. The WWFM Board will appoint a Garden Coordinator for the education garden.

- b. WWFM will provide the Town with a copy of the education garden rules (Exhibit E) and will provide the Town a copy of any updates within 30 days of their adoption.
- 2. WWFM agrees to develop programs for the education garden targeting children and families with food needs, utilizing the education garden, to take place from February to October. The Town agrees to advertise opportunities for program sign-up.
 - a. The number and content of classes shall be determined by the Garden Coordinator in consultation with the WWFM Board and the Town.
 - b. These programs shall include, but not be limited to, gardening classes for children, adults, and families as well as other educational programs and classes.
 - c. WWFM will ensure that garden programming and other community outreach is appropriate for, and beneficial to, special needs populations in the Morrisville community. At the request of WWFM, the Town will support WWFM by providing WWFM with community organizations that WWFM can potentially partner with for this purpose.
 - d. Classes and other programming or outreach completed on behalf of the education garden will be included in the monthly summary which is provided to the Town's representative as part of the WWFM's scheduled Board meeting.
- 3. WWFM will include reference to the education garden, its operations, and its education efforts as a part of their weekly and other recurring advertising.
- 4. WWFM agrees to donate all food grown in the education garden to local food support groups, food pantries, or others who support individuals and/or families in need in Morrisville, except that which may be used on-site as part of cooking demonstrations or other garden programs.
- 5. The Town agrees to provide \$2,000 value each fiscal year in direct provision of or reimbursement for insurance, materials and equipment, and/or instructors (not to include regular full-time or part-time staff) to support the operations and maintenance of the education garden, to include (but not necessarily be limited to) raised plant beds, soil, compost, wood, fencing, and other related materials (including delivery fees if necessary) so long as \$2,000 of provision or reimbursement is appropriately requested and justified.
 - a. Any direct provision of materials and/or equipment must be directly related to and in support of the education garden

- b. The Town agrees to provide staff to install materials and/or operate equipment at no cost to WWFM. The Town, at its discretion, will determine what staff assistance is appropriate and warranted. This assistance is not intended to be regularly recurring assistance but will instead be occasional and one-time assistance related to specific improvements at the education garden funded as authorized in section 5 above.
- c. Any reimbursement must be directly related to and in support of the education garden and be pre-approved by the Town's Public Works Director prior to acquisition. Items purchased or payments made must be used in support of the education garden.
 - 1) After approval and purchase, WWFM shall submit a written request for reimbursement to the Town's Public Works Director within thirty days of the expenditure; the request shall include a receipt showing the vendor and the date of purchase, the specific costs related to the reimbursement request, and the purpose of the purchase as it relates to the operation of the education garden. The request will be signed by the WWFM representative responsible for the purchase and, if different, the Board member making the reimbursement request; all requests must come through the Board to verify expenses have been authorized and used for the education garden.
 - 2) Reimbursement will be made to WWFM (once established as an approved Town vendor) for approved expenses for education garden purposes in the appropriate WWFM fiscal year.
- d. Should the WWFM fail to pay their annual lease fee (see section G.2) within 30 days of a timely notice of default, the Town may elect to suspend funding to the education garden until such time that the default is corrected.

6. The Town agrees to continue to provide water for the garden.

D. Town Rights, Obligations and Responsibilities:

- 1. The Parties understand that the premises shown and described on Exhibit A attached hereto is owned by the Town and may be used by the Town at any time and for any purpose not inconsistent with this Agreement. The Parties agree that, except for those times that the market is operated by WWFM as per this Agreement, the Town may host activities in the Morrisville Healthy Food Hub area.
- 2. The Town shall use its best efforts under the law to ensure that the site housing the garden and the market and the adjoining Town parking lot is kept free of parked vehicles not belonging to vendors or market customers on market days and times described in Section B, Paragraph 1 herein.
- 3. The Town reserves the right to require WWFM to operate off-site up to two times per year in order to accommodate Town events. The Town will give WWFM a

minimum of 60 days' notice, will work with WWFM to identify alternate sites for the farmers market to operate, and will advertise the change via social media and other Town communication methods.

4. The Town shall have a staff presence at the WWFM from time to time to lend support to market operations. On any day that the Town does not have a staff presence, a staff member will be available by phone for questions about or issues with market and/or education garden operations.
5. The Town shall have the right to have an information tent at the market on market days for the purpose of promoting Town events and initiatives, with at least 7 days prior notice to WWFM, to be provided by email to the Market Manager's email address in Section G, Paragraph 6 herein.
6. The Town will include permanent signs to the Morrisville Healthy Food Hub on wayfinding signs near the Morrisville Healthy Food Hub, and recognition of WWFM operating at the site.
7. The Town shall have the option of terminating this Agreement if:
 - a. The Healthy Food Hub is damaged in whole or in part as a result of a risk which is not covered by applicable insurance policies;
 - b. WWFM fails to pay rent within 30 days of a timely notice of default;
 - c. WWFM is in material breach of its obligation(s) under the Agreement and fails to cure such breach within 10 days of a timely notice of default, or
 - d. WWFM has more than three incidents of failing to meet the minimum requirements for market and/or education garden operations as outlined in this Agreement in a rolling twelve-month period.
8. If the Town elects to terminate this Agreement, then it shall give notice of the cancellation to WWFM within 30 days after the date of the default. WWFM shall vacate and surrender the facility to the Town within 30 days after receipt of the notice of termination.

E. Joint Rights, Obligations and Responsibilities:

1. In a manner mutually agreeable to the Parties, WWFM will incorporate the Morrisville Healthy Food Hub and its own brand in branding of the Farmers Market (e.g., Western Wake Farmers Market at the Morrisville Healthy Food Hub).
2. A Town of Morrisville representative appointed by the Town Manager will serve on the Western Wake Farmers Market Board of Directors in an ex-officio capacity.

- a. The Town appointee will be provided with monthly financial reports for review. The Board of Directors will make their best effort to answer any questions posed about farmers market and education garden operations by the Town appointee.
 - b. WWFM shall give the Town at least 30 days' notice of any scheduled Board of Directors meeting and as much notice as is reasonably possible for any called Board of Directors meeting.
3. The Parties shall conduct a minimum of two joint in-person planning meetings annually to be conducted during WWFM's scheduled Board meetings in February and October. It is the responsibility of WWFM to convene the joint planning meetings. Additional meetings may be called by either of the Parties so long as a minimum of 7 days' notice is given. Additional meetings may be in-person or conducted virtually.
- a. The Parties will, at a minimum, discuss market and education garden operations, other related events, finances, and known or anticipated challenges for the previous and upcoming season.
 - b. At least 15 days prior to each October meeting, WWFM shall furnish the Town with a written annual report on the operation of the Western Wake Farmers Market, Inc. for WWFM'S previous fiscal year. This report shall include the following information:
 - 1) A vendor summary including:
 - a) The number of vendors present each week and the category they fall into (direct-from-farm market vendors vs craft or other vendors);
 - b) The percentage of direct-from-farm market vendors vs. craft or other vendors for the year; and
 - c) Any dates that the market did not operate as scheduled with an explanation for the lack of operation.
 - 2) Accounting records of WWFM for the fiscal year based on the following:
 - a) Records showing the gross revenue for the market by type of transaction (booth rental, donations, merchandise sales, etc.);
 - b) Records showing any other revenue such as grant funding or other revenue not directly related to market operation;
 - c) Records showing all expenditures made by WWFM;
 - d) Any other information impacting the net revenue for the fiscal year; and

- e) The net income based on gross income minus expenditures.
- 3) Copies of tax returns or postcards filed for the completed fiscal year.
- 4) Any additional information requested by the Town to support review of the requirements of this agreement.
- 5) The dates of each Board of Directors meeting and the minutes from each of those meetings;
- 6) Assessment of outreach and growth initiatives, including:
 - a) Customer engagement, including feedback gained through surveys, reviews, or other methods throughout the year; and
 - b) Community outreach, including data on Supplemental Nutrition Assistance Program (SNAP) engagement; nonprofit organizations and other community guests; special programs and events; garden donation totals and other donation drives; and any other efforts conducted by WWFM for the benefit of the community; and
 - c) Methods used to advertise the farmers market over the course of the year; and
 - d) Methods used to recruit additional vendors over the course of the year.
- 4. The Parties will provide prominent links to each other's websites on their individual websites. The Town will highlight the farmers market and particularly any special events at the farmers market as requested by WWFM. WWFM will highlight Town events as requested by Town's market liaison.
- 5. The Parties will form a joint committee that looks at collaborative grant opportunities. That committee shall meet on an as-needed basis; any such meeting may be requested by the Town or WWFM as grant opportunities are identified. The committee shall also report out at the joint planning meetings required in Section E, paragraph 3.
- 6. If the Parties desire to expand and/or improve the Morrisville Healthy Food Hub, the Parties will establish an expansion and/or improvement plan and identify resources to support that expansion prior to the request for such improvements.
- 7. WWFM will cancel the operation of the market if the State of North Carolina, Wake County, or the Town declares a state of emergency within 10 miles of the market site, and/or in compliance with the Town of Morrisville's inclement weather policies and procedures.
 - a. In the event of a state of emergency lasting more than 14 days, the Town will determine if the market can re-open at the Healthy Food Hub (or its

temporary location).

- b. In the event that WWFM cannot re-open at the Healthy Food Hub (or its temporary location), the lease agreement may be suspended at the discretion of the Town and the radius restriction for operations will not apply for the duration of the state of emergency.

F. Disruption of the Healthy Food Hub and Impact on the Education Garden and WWFM

1. The Town recognizes that during the term of the lease, the parties anticipate that the Healthy Food Hub will be under construction for an unknown length of time to build the Town Green and that:
 - a. WWFM will be moved to a temporary location; and
 - b. The education garden may not be in operation during this time, thus education outreach the Education Garden may not be offered. WWFM will make the Town aware in advance of any period during which education outreach will not be offered.
2. During the construction phase of the Town Green, the Town will advertise any temporary location(s) of the WWFM in all marketing, media, and information materials to redirect customers to the temporary location of the WWFM.
3. The Town will work with WWFM to locate a suitable location for the temporary relocation of the WWFM when relocation is required.
 - a. A suitable location will be evaluated based on availability of customer parking, space to accommodate the average number of vendors at the market at the time of relocation, access to electricity, and a space that allows for access in accordance with the Americans with Disabilities Act.
 - b. If a suitable location cannot be identified, the restriction for WWFM not being able to operate an additional market within a five-mile radius of the Healthy Food Hub may be suspended at the discretion of the Town.
4. In the event of a temporary relocation of WWFM, the Town and WWFM will collaborate to identify if portable toilet facilities are required based on UDO requirements. If they are required, it is anticipated that the portable facilities will be relocated by the vendor from the Healthy Food Hub to the temporary location for the WWFM.
5. In the event that WWFM terminates this agreement based on a breach by the Town as described herein, there shall be no restriction on the location of WWFM's operations.
6. In the event that the Town terminates this agreement based on factors identified in Section D, paragraph 7, line a, there shall be no restriction on the location of

WWFM's operations.

7. The Town recognizes that education garden programming may not be possible during the construction phase of the Town Green due to disruption of the education garden. In this event, the Town and WWFM will collaborate to identify other options for providing educational programming as described herein.
8. Once Town Green construction necessitates operating at a temporary location, lease fees may be suspended if WWFM demonstrates lower revenue for four or more consecutive markets as compared to the four previous market operations or to the previous year's revenue for the same four markets. Once WWFM is able to return to the Healthy Food Hub, the terms of this agreement will resume.
9. The Town further acknowledges that significant or sustained disruption to WWFM's area of operation caused by the Town Center phase I may have an adverse impact on WWFM's ability to meet its financial obligations. In this case, the Town agrees to assist WWFM in finding solutions that will allow it to continue operations until the disruption is resolved.

G. Lease Agreement and Other Terms and Conditions:

1. Subject to the remaining provisions of this paragraph, this Agreement shall be effective for 3 years from the effective date. This Agreement may be modified from time to time by mutual consent of the Parties and may be terminated by either party upon written notice to the other party sent by certified mail to the address provided in Section G, Paragraph 6 herein, at least 12 months before the proposed termination date. Renegotiation of the lease may be considered at any time during the 3-year term by mutual agreement of the Parties.
2. WWFM shall pay an annual lease fee of \$500 to the Town, made in two equal payments of \$250 each; the first payment is due March 1 and the second payment is due October 1 of each year.
3. WWFM shall additionally pay to the Town 25% of all non-grant net revenue for each WWFM fiscal year (March 1 – February 28 (29 in leap years)). This amount shall not exceed \$500 annually. This payment will be due no later than October 30 of each year.
4. WWFM shall not be subject to any fees, charges, or other encumbrances levied by the Town other than those set forth herein for the span of this agreement unless agreed to by both parties as it relates to a change in operations.
5. The Parties acknowledge that the Town intends to develop the Town Center Phase I project that will include the Healthy Food Hub and that the Phase I project will impact the Healthy Food Hub and the space available to the WWFM and the Education Garden. The Parties further acknowledge that the Town intends to work with WWFM to identify a temporary location during construction and that the Town will make reasonable efforts to keep the permanent location of the WWFM at the Healthy Food Hub as a result of the construction of the Phase I project.

6. Notices shall be sent to:

For the Town:

Town Manager
Town of Morrisville
100 Town Hall Drive Morrisville,
NC 27560

bzuidema@townofmorrisville.org

For WWFM:

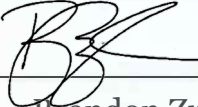
President of the Board of Directors
Western Wake Farmers Market, Inc.
P.O. Box 1113
Morrisville, NC 27560

Board@wwfm.ag (Notices to Board)

info@wwfm.ag
(Notices to Market Manager)

THIS AGREEMENT is executed this 2nd day of October, 2023.

TOWN OF MORRISVILLE

BY: 

PRINT: Brandon Zuidema

TITLE: Town Manager

WESTERN WAKE FARMERS MARKET, INC.

BY:  A. Clay Smith
A. Clay Smith (Sep 28, 2023 14:27 EDT)

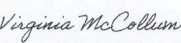
PRINT: A. Clay Smith

TITLE: PRESIDENT

BY:  Janice Crawford
Janice Crawford (Sep 24, 2023 15:13 EDT)

PRINT: Janice Crawford

TITLE: VICE-PRESIDENT

BY:  Virginia McCollum

PRINT: Virginia McCollum

TITLE: SECRETARY

BY:  Roberta Coleman
Roberta Coleman (Sep 28, 2023 14:50 EDT)

PRINT: Roberta Coleman

TITLE: TREASURER

<>

EXHIBIT A to the WESTERN WAKE FARMERS MARKET AGREEMENT

SITE PLAN



EXHIBIT B

BYLAWS OF

Western Wake Farmers' Market Inc.

ARTICLE -- 1-- NAME, OFFICES AND PURPOSES

Section 1. Name. The name of the corporation shall be Western Wake Farmers Market Inc., hereinafter referred to as the "corporation."

Section 2. Principal Office. The principal office of the corporation shall be located at 1921 Gwyn Rd, Burlington NC 27217, which shall also be the registered office of the corporation.

Section 3. Other Offices. The corporation may have offices at such other places, either within or without the State of North Carolina, as the Board of Directors may from time to time determine.

Section 4. Purposes. The purposes of the corporation shall be as set forth in the Articles of Incorporation, as the same may be amended from time to time.

Section 5. Mission. The mission of the corporation is to improve the resiliency of the local food system in Western Wake County, North Carolina and surrounding communities, educate the public about nutritious, locally-grown foods, and provide a forum for local growers and producers to connect with the public. We achieve our mission by operating a farmers market where consumers have direct access to locally-produced food and artisan products, and an Education Garden, which enables the public to learn about, and participate in, organic gardening.

Section 6. Methods. The corporation shall utilize a dual focus on education and community outreach to achieve its mission.

- (a) Education. The corporation's education initiatives shall be presented free of charge, and will not be limited to market customers. In addition to educational programming presented by the farmers market or other community partners, the corporation shall achieve its goal of educating the public about healthy foods by maintaining and promoting an organic Education Garden, operated in conjunction with the corporation's farmers market. The Garden shall provide open hours for volunteering, and special programming to the community. In addition to consumers gaining direct access to the farmers who grow their food via the market, the Garden's courses and demonstrations will educate participants on how to make healthy food and environmental choices. The corporation shall further this education by partnering with local agricultural, environmental, and green organizations.

- (b) Community Outreach. The corporation shall provide a welcoming environment for diversity of perspective in its vendor base and outreach to consumers. The corporation shall engage with areas of need in the community via donation of produce to organizations that work to alleviate food insecurity, and other means as appropriate.

ARTICLE -- 2-- BOARD OF DIRECTORS

Section 1. General Powers. The affairs of the corporation shall be managed by the Board of Directors in accordance with the provisions of applicable law, the Articles of Incorporation and these bylaws.

Section 2. Number and Qualification. The number of Directors of the corporation shall be not less than five, nor more than eleven. One Board member shall be an ex-officio member appointed by the Town of Morrisville. Directors need not be residents of the State of North Carolina.

Section 3. Term. Each board member shall serve for a two-year term, and if re-elected by the Board, may serve again. Each Director shall hold office until his or her death, resignation, retirement, removal, disqualification, or until his or her successor has been elected and qualified.

Section 4. Election of Directors. Directors shall be elected at any annual or monthly meeting of the Board of Directors by a vote of a majority of the Directors at the time in office. The election of Directors shall be a part of the order of business of each annual or monthly meeting of the Board of Directors.

Section 5. Removal. Directors may be removed from office at any time with or without cause by the Directors by the vote that would be required to elect the Director to the Board of Directors. If a Director is removed, a new Director may be elected to fill the vacancy at the same meeting.

Section 6. Resignation. A Director may resign at any time by communicating such resignation to the Board of Directors, its presiding officer or to the corporation. The resignation is effective when communicated unless the notice specifies a later effective date or subsequent event upon which it will become effective.

Section 7. Vacancies. A vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of the remaining Directors even though less than a quorum, or by the sole remaining director, at any regular meeting or special meeting of the Board. A Director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office.

ARTICLE -- 3-- MEETINGS OF DIRECTORS

Section 1. Annual Meeting. The annual meeting of the Board of Directors shall be held in the month of February of each year, for the purpose of electing Directors and officers of the corporation and the transaction of such other business as may be properly brought before the meeting. If the annual meeting is not held as designated by these bylaws, a substitute annual meeting may be called by or at the request of the Board of Directors, and such meeting shall be designated and treated for all purposes as the annual meeting.

Section 2. Special Meeting. Special meetings of the Board of Directors may be called by or at the request of the President or any two Directors.

Section 3. Monthly Meeting. The Board may meet monthly, according to a schedule set forth and agreed to at the Annual Meeting, for the purpose of electing Directors and officers of the corporation and the transaction of such other business as may be properly brought before the meeting. If the monthly meeting is not held as designated by these bylaws, a substitute monthly meeting may be called by or at the request of the Board of Directors, and such meeting shall be designated and treated for all purposes as the monthly meeting.

Section 4. Place of Meetings. Meetings of the Board of Directors may be held at the principal office of the corporation or at such other place, either within or without the State of North Carolina, as shall either (i) be designated in the notice of the meeting or (ii) be agreed upon at or before the meeting by a majority of the Directors then in office.

Section 5. Notice of Meetings. The meeting schedule for each fiscal year will be published no later than March 31: i) to a calendar visible to all Board members, and ii) as part of the Annual Meeting minutes. In addition, monthly meetings will be published at least fifteen (15) days in advance as part of the agenda for the previous month's meeting. The Secretary or other person or persons calling a meeting for which notice is required shall give notice by email at least five (5) days before the meeting. Unless otherwise indicated in the notice, any and all business may be transacted at a meeting of the Board of Directors. Attendance by a Director at a meeting shall constitute a waiver of notice, except where a Director attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called.

Section 6. Quorum. A majority (51%) of the Directors in office immediately before a meeting begins shall constitute a quorum for the transaction of business at a meeting of the Board of Directors.

Section 7. Action Without Meeting. Action taken by a majority of the Directors or members of a committee without a meeting is nevertheless Board or committee action if written consent to the action in question is signed by all of the Directors or members of the committee, as the case may be, and filed with the minutes of the proceedings of the Board or committee, whether done before or after the action is taken.

Section 8. Meeting by Virtual Means. Any one or more Directors or members of a committee may participate in a meeting of the Board or committee by means of a conference telephone, virtual meeting platform, or similar communications device which allows all Directors participating in the meeting to simultaneously hear each other during the meeting, and such participation in a meeting shall be deemed presence in person at such meeting.

ARTICLE -- 4 -- VOTING

Section 1. Manner of Acting. Except as otherwise provided by law or in the bylaws, the act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

Section 2. Presumption of Assent. A Director who is present at a meeting of the Board at which action on any corporate matter is taken is presumed to have assented to the action unless his or her contrary vote or abstention is recorded or his or her dissent is otherwise entered into the minutes.

Section 3. Matters that Require Supermajority Voting. The following matters shall require a majority vote of all Directors then in office: (1) dissolution of the Corporation; (2) changes to these Bylaws; (3) election of a Director or Officer; (4) removal of a Director or Officer.

ARTICLE -- 5 -- OFFICERS

Section 1. Titles. The officers of the corporation shall be a President, a Vice President, a Secretary, and a Treasurer. The Board of Directors may also elect other officers as it shall deem necessary. Except as otherwise provided in these bylaws, the additional officers shall have the authority and perform the duties as from time to time may be prescribed by the Board of Directors. Any two or more offices may be held by the same individual, but no officer may act in more than one capacity where action of two or more officers is required.

Section 2. Election and Term. The officers of the corporation shall be elected by the Board of Directors at the annual meeting or any other duly called meeting of the board when a vacancy occurs. Each officer shall hold office until the next annual meeting and until a successor is elected and qualifies.

Section 3. Removal. Any officer or agent elected or appointed by the Board of Directors may be removed at any time by the Board with or without cause.

Section 4. Resignation. An officer or agent may resign at any time by communicating such resignation to the corporation. A resignation is effective when it is communicated unless it specifies in writing a later effective date.

Section 5. Vacancies. Vacancies among the officers may be filled and new offices may be created and filled by the Board of Directors.

Section 6. Compensation. Officers shall serve without compensation. This section shall not preclude Officers from receiving compensation in other capacities nor shall it preclude Officers from receiving compensation for such other services. Before these other services can be performed, they must be approved by the Board and comply with the Corporation's conflict of interest policy.

Section 7. President. The President shall preside over meetings of the Board of Directors and serve as Chairman of the Board. The President shall sign, with any other proper officer, instruments which may be lawfully executed on behalf of the corporation, except where required or permitted by law to be otherwise signed and executed, and except where the signing and execution shall be delegated by the Board of Directors to some other officer or agent. In general, the President shall perform all duties incident to the office of President and such other duties as may be assigned by the Board of Directors from time to time.

Section 8. Vice President. The Vice President shall exercise the powers of the President during that officer's absence or inability to act. Any action taken by the Vice President in the performance of the duties of the President shall be presumptive evidence of the absence or inability to act of the President at the time the action was taken. The Vice President may chair one or more standing committees and shall have such other powers and perform such other duties as may be assigned by the Board of Directors.

Section 9. Treasurer. The Treasurer shall have custody of all funds and securities belonging to the corporation and shall receive, deposit, or disburse the same under the direction of the Board of Directors; provided, that the Board may appoint a custodian or depository for any such funds or securities, and the Board may designate those persons upon whose signature or authority such funds may be disbursed or transferred. The Treasurer, or their designee, shall make a report at each Board meeting. The Treasurer shall preside at meetings in which the President and Vice President are absent. The Treasurer shall in general perform the duties incident to the office and such other duties as may be assigned from time to time by the President or the Board of Directors.

Section 10. Secretary. The Secretary shall ensure accurate records are kept of the acts and proceedings of all meetings of the Board of Directors, and shall give all notices required by law and these bylaws; provided, that the Board may appoint a custodian of records or other designee to assist the Secretary in these duties. The Secretary shall have general charge of the corporate records and of the corporate seal and shall affix the corporate seal, if one is adopted, to any lawfully executed instrument requiring it. The Secretary shall sign such instruments as may require the signature of the Secretary and in general shall perform all the duties incident to the office of Secretary and such other duties as may be assigned from time to time by the President or by the Board of Directors.

Section 11. Education Garden Coordinator. The Education Garden Coordinator shall be directly responsible for overseeing day-to-day operations of the Education Garden. This will include creating the Garden schedule, making sure the Board receives regular updates regarding such, and ensuring the Garden area is being maintained and operated according to the rules set forth. The Education Garden Coordinator shall have such other authority and perform such other duties as the Board of Directors shall designate.

ARTICLE -- 6-- INDEMNIFICATION OF DIRECTORS AND OFFICERS

Section 1. General Policy. It shall be the policy of the corporation to indemnify to the maximum extent permitted by Chapter 55A of the General Statutes of North Carolina any one or more of the Directors, officers, employees, or agents and former Directors, officers, employees, or agents of the corporation, and persons who serve or have served at the request of the corporation as directors, officers, partners, trustees, employees or agents of another foreign or domestic corporation, partnership, joint venture, trust or other enterprise, against judgments, penalties, settlements and other liabilities incurred by them in connection with any pending, threatened or completed action, suit or proceeding, whether civil, criminal, investigative or administrative (a "proceeding") and against reasonable costs and expenses (including attorneys' fees) in connection with any proceeding, where such liabilities and litigation expenses were incurred incident to the good faith performance of their duties.

Section 2. Use of Corporate Funds. The corporation may advance expenses in connection with any proceeding to any such person in accordance with applicable law. The use of funds of the corporation for indemnification or for purchase and maintenance of insurance for the benefit of the persons designated in Section I of this Article shall be deemed a proper expense of the corporation.

ARTICLE -- 7-- GENERAL PROVISIONS

Section 1. Seal. The seal of the corporation, if the Board of Directors chooses to create and adopt one, shall bear the name of the corporation and the letters "N.C."

Section 2. Waiver of Notice. A Director or other person entitled to receive a notice required to be given under the provisions of these bylaws, the Articles of Incorporation or by applicable law, may waive such notice by signing a written waiver, whether before or after the date and time stated in the notice. The waiver shall be filed with the minutes or corporate records. A Director's attendance at or participation in a meeting waives any required notice to that Director of the meeting unless the Director at the beginning of the meeting (or promptly upon arrival) objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

Section 3. Checks. All checks, drafts or orders for the payment of money shall be signed by the officer or officers or other individuals that the Board of Directors may from time to time designate.

Section 4. Bond. The Board of Directors may by resolution require any or all officers, agents or employees of the corporation to give bond to the corporation, with sufficient sureties, conditioned upon the faithful performance of the duties of their offices or positions, and to comply with such other conditions as may from time to time be required by the Board.

Section 5. Loans. No loans shall be contracted on behalf of the corporation and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

Section 6. Fiscal Year. The fiscal year of the corporation shall be the twelve month period ending February 28 of each year.

Section 7. Conflict of Interest. All Directors shall comply with the corporation's conflict of interest policy.

Section 8. Annual Review. These bylaws shall be reviewed annually at the annual meeting of the Board of Directors.

Section 9. Amendments. These bylaws may be amended or repealed and new bylaws may be adopted by the affirmative vote of a majority of the entire Board of Directors at any meeting of the Board; provided, that notice of the meeting shall have been given which states that the purpose or one of the purposes of the meeting is to consider a proposed amendment to the bylaws and includes a copy or summary of the proposed amendment or states the general nature of the amendment. Such notice may be waived as provided in these bylaws.

THIS IS TO CERTIFY that the above bylaws of Western Wake Farmers' Market Inc. were duly adopted by the Board of Directors at a meeting held on October 21, 2023.

This the 23rd day of October, 2023.


[Janice Crawford \(Oct 25, 2023 11:32 EDT\)](#)

President's Signature


[Rebecca Reigelsberger \(Oct 26, 2023 16:51 EDT\)](#)

Vice President's Signature


[Susan H. Stines \(Oct 25, 2023 09:54 EDT\)](#)

Secretary's Signature


[Yvette Moxin Bailey \(Oct 27, 2023 10:05 EDT\)](#)

Treasurer's Signature

Janice Crawford

(Print Name)

Rebecca Reigelsberger

(Print Name)

Susan H. Stines

(Print Name)

Yvette Moxin Bailey

(Print Name)

EXHIBIT B2

Conflict of Interest Policy of Western Wake Farmers Market Inc.

Article I. Purpose

The purpose of the conflict-of-interest policy is to protect the interests of Western Wake Farmer's Market Inc. (the Organization) as a tax-exempt organization when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the Organization or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

Article II. Definitions

Section 1. Interested Person. Any director, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.

Section 2. Financial Interest. A financial interest is not necessarily a conflict of interest. Under Article III, Section 2, a person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists. A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

- (a) An ownership or investment interest in any entity with which the Organization has a transaction or arrangement.
- (b) A compensation arrangement with the Organization or with any entity or individual with which the Organization has a transaction or arrangement, or
- (c) A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Organization is negotiating a transaction or arrangement.
- (d) An ownership or investment interest or compensation arrangement with any entity or individual with which the Organization competes or collaborates

Compensation includes direct and indirect remuneration as well as gifts or favors of more than \$50 in value.

Article III. Procedures

Section 1. Duty to Disclose. In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors and members of committees with governing board delegated powers considering the proposed transaction or arrangement.

Section 2. Determining Whether a Conflict of Interest Exists. After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she/they shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

Section 3. Procedures for Addressing the Conflict of Interest.

An interested person may make a presentation at the governing board or committee meeting, but after the presentation, he/she/they shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.

- (a) The chair/chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
- (b) After exercising due diligence, the governing board or committee shall determine whether the Organization can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
- (c) If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Organization's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.

Article IV. Violations of the Conflicts of Interest Policy

Section 1. If the governing board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.

Section 2. If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

Section 3. Records of Proceedings. The minutes of the governing board and all committees with board delegated powers shall contain:

- (a) The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the governing boards or committee's decision as to whether a conflict of interest in fact existed.
- (b) The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Article V. Compensation

Section 1. A voting member of the governing board who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member's compensation.

Section 2. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization for

services is precluded from voting on matters pertaining to that member's compensation.

Section 3. No voting member of the governing board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

Article VI. Annual Statements

Section 1. Each director, principal officer and member of a committee with governing board delegated powers **shall annually sign the statement in Appendix A** which affirms such person:

- (a) Has received a copy of the conflicts of interest policy,
- (b) Has read and understands the policy,
- (c) Has agreed to comply with the policy, and
- (d) Understands the Organization is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

Article VII. Periodic Reviews

Section 1. To ensure the Organization operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following Subjects:

- (a) Whether compensation arrangements and benefits are reasonable, based on competent survey information and the result of arm's length bargaining.
- (b) Whether partnerships, joint ventures, and arrangements with management organizations conform to the Organization's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

Article VIII. Use of Outside Experts

Section 1. When conducting the periodic reviews as provided for in Article VII, the Organization may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the governing board of its responsibility for ensuring periodic reviews are conducted.

Article IX. Certification

Section 1. This conflict-of-interest policy was approved at a meeting of the board of directors by a two-thirds majority vote in **October 2023**.

APPENDIX A

Annual Statement Concerning Conflicts of Interest Policy of Western Wake Farmers Market Inc.

The undersigned, being a duly appointed or elected officer or director of Western Wake Farmers Market Inc, a North Carolina nonprofit corporation (“the Nonprofit”) does hereby certify as follows:

1. The undersigned has received a copy of the Conflicts of Interest Policy the Nonprofit as adopted by the Board of Directors of the Nonprofit dated as of October 21, 2023 pursuant to N.C. Gen. Stat. 55A-8-20 (the “Conflicts of Interest Policy”);
2. The undersigned has read and understands the Conflicts of Interest Policy;
3. The undersigned agrees to comply with the Conflicts of Interest Policy; and
4. The undersigned understands that the Nonprofit is a charitable organization and that in order to maintain its tax-exempt status, it must engage primarily in activities that accomplish one or more of its tax-exempt purposes.

This, the _____ day of _____, _____.

Printed Name: _____

EXHIBIT B2

**WRITTEN ACTION OF THE BOARD OF
WESTERN WAKE FARMERS MARKET INC.**

RESOLUTIONS OF THE BOARD OF DIRECTORS

Pursuant to the authority granted in the Bylaws of the Corporation, the undersigned, being all Directors of Western Wake Farmers Market Inc (the “Corporation”), do hereby take the following action and adopt the following resolutions in writing without a meeting:

Formation of Committees

RESOLVED, that the Corporation hereby forms the following standing committees:

- (a) Executive Committee, comprised of the Officers of the Board
- (b) Financial Committee, chaired by the Treasurer
- (c) Farmers and Artisans Advisory Committee, chaired by the President
- (d) Vital Records Committee, chaired by the Secretary

Adoption of Committees Policy

RESOLVED, that the Committees Policy (“Exhibit A”) hereby is adopted as the Committees Policy of the Corporation.

This action is effective as of the 21st day of October 2023.

Exhibit A

Committees Policy of Western Wake Farmers Market Inc.

Article I. Purpose

The purpose of this Committees Policy is to define the role of standing or other committees formed by the Board of Directors to provide a voice for community members and to advise the Board on issues facing the Corporation.

Article II. Committees

Section 1. Standing or Other Committees. Standing or other committees having two or more members may be designated by a resolution adopted by a majority of the number of Directors then in office. Vacancies in the membership of such committees shall be filled by appointment made in the same manner as provided in the case of the original appointment. To encourage public participation and promote continuity and transparency, committees must include at least one Board member, and may include market farmers and artisans, and interested members of the public.

Section 2. Committee Authority. Committees collaborate with the Board to support corporation activities, provide feedback, and increase transparency in the corporation's affairs. No committees of the Board (including the Executive Committee) shall be authorized to take the following actions:

- (a) Authorize distributions to or for the benefit of the Directors or officers;
- (b) Approve dissolution, merger, or the sale, pledge, or transfer of all or substantially all of the corporation's assets;
- (c) Elect, appoint or remove Directors, or fill vacancies on the Board of Directors or on any of its committees, or
- (d) Adopt, amend, or repeal the Articles of Incorporation or bylaws.

Article III. Certification

Section 1. Certification. This committees policy was approved at a meeting of the board of directors by a majority vote in **October 2023**.



WESTERN WAKE FARMERS MARKET, INC. 2023 MARKET RULES

Table of Contents

Section One – About This Document

Section Two – About the Western Wake Farmers Market

- i. Mission
- ii. Organization
- iii. Location and Hours of Operation
- iv. Market Cancellation
- v. Non-Vendors at the Market
- vi. Pets at the Market
- vii. Tobacco Use

Section Two - Eligible Vendors and Products

- i. Growers and Producers Only
- ii. Exemptions to Producer Only Rule
- iii. Geography (vendors)
- iv. Permitted Products
- v. Prohibited Products
- vi. Vendor Categories

Section Three - Vendor Requirements

- i. Complete Application and Application Fee
- ii. Market Verification
- iii. Vendor Consideration Process
- iv. Vendor Agreement
- v. Compliance With Applicable Regulations
- vi. Product Labeling
- vii. Transparency

Section Four - Vendor Participation

- i. General Requirements
- ii. Preparing, Serving or Sampling at the Market
- iii. Pre-Orders
- iv. Barter
- v. Credit Cards
- vi. CSAs and “Market Share” programs
- vii. Cooperative Vendor Arrangements
- viii. Attendance Expectations
- ix. Product Pricing
- x. Signage
- xi. Market Fees
- xii. Other Fees
- xiii. Rebates
- xiv. Sales Data
- xv. Representation at Market
- xvi. Special Events
- xvii. Market Environment

Section Five - Space Allocation, Equipment & Supplies

Section Six – Complaints, Events of Default

- i. Complaints
- ii. Events of Default
- iii. Opportunity to Cure
- iv. Appeals
- v. Re-Application

Section One: About This Document

This document represents the Market Rules and Procedures (Market Rules or Rules) for participation as part of the Western Wake Farmers Market (WWFM or Market).

These Rules apply and are available to all customers, visitors, and persons renting or using space at the market to offer products for sale or information to the public (Market Vendors or Vendors). Vendors applying or reapplying for admittance to the Market are expected to review this document and the Vendor Application thoroughly before every application process, and when provided an updated version by WWFM management. Vendors at WWFM agree to abide by these Rules.

These Market Rules are subject to change at the discretion of the Market Board of Directors (Market Board or Board), and it is the obligation of each vendor to ensure compliance with the current Market Rules. This document is maintained on the Market website, <http://www.wwfm.ag>, and is available upon request from the WWFM Board or their designated representative (Market Manager or Manager).

Section Two: About Western Wake Farmers Market

i) Mission

The mission of Western Wake Farmers Market, Inc., is to provide residents of Western Wake County and surrounding communities with a local resource for direct access to fresh food and products from regional farmers and artisans while promoting a more connected community through events and educational opportunities at the market.

ii) Organization

The Western Wake Farmers Market, Inc. is organized as a North Carolina corporation, led by an all-volunteer Board of Directors as stipulated in the bylaws of the organization.

WWFM Inc. has paid employees who run day-to-day operations and report to the Board. The Market hires independent specialists to provide professional services such as accounting, or other services as the Board requires.

Numerous volunteers, in addition to the Board, support the operation of the Market. Volunteers perform many and varied tasks related to the operation of the Market.

iii) Location and Hours of Operation

The WWFM operates at 280 Town Hall Drive, Morrisville, NC 27560 (the "Market Site"). The Morrisville location is open year-round on Saturdays and has two seasonal sessions. The Summer session begins at 8:00 AM and ends at 12:00 PM from April through November, and the Winter session begins at 9:30 AM and ends at 12:00 PM from December through March. Market days and times are subject to change.

iv) Market Cancellation

WWFM will attempt to operate every scheduled session, rain or shine. Occasionally, extreme weather or site-specific emergencies may force the cancellation of a single session.

The determination of whether or not to cancel is at the discretion of the Board, or as dictated by local authorities or site owners. The Market will be closed if the government declares a State of Emergency that impacts our region, or if the site owner decides to make the site unavailable for any reason.

Market cancellation decisions will be made as early as practical and communicated via email, social media and other available methods.

Notification of Market cancellation will be provided electronically via three channels:

- Email will be sent to all vendors at their email address on record (the one they included in the vendor application)
- The Western Wake Farmers Market Facebook page at <https://www.facebook.com/pages/Western-Wake-Farmers-Market/106903512440>
- The Western Wake Farmers Market Instagram account at <https://www.instagram.com/wwfarmersmkt>

If the Market is cancelled, vendors are NOT permitted to set up, sell, or deliver goods at the Market site, under any circumstances.

In the event of localized inclement weather or poor road conditions, vendors are encouraged to use their own good judgment about whether to attend a market that is NOT canceled, taking into account conditions at their location. Safety is the paramount consideration, and **in no case does WWFM expect vendors to compromise safety to attend the Market.** Absence due to conditions that pose a threat to safety is expected and excused, without question. Be safe!

v) Non-Vendors At The Market

Various individuals and organizations may, from time to time, collaborate with the Market to present information and products to Market customers, either at their own request, or at the request of the Market. These guest organizations may or may not be promoting physical products at the Market. The Market Manager, using their good judgment, has the discretion to permit or deny requests made by these individuals or organizations. However, the Board has the ultimate authority to decide these matters should a question arise.

Generally, these types of requests WILL be allowed:

- Individuals and organizations whose missions clearly overlap the Market's mission
- Individuals and organizations whose missions are aimed at holistic wellness, i.e., optimizing diet and exercise, either generally, or aimed at improving specific conditions
- Civic organizations promoting specific events of interest to Market customers, e.g., Chamber of Commerce promotion of a local restaurant event, local government promotion of an event or public project, etc.
- Individuals and organizations providing educational materials directly related to products sold by Market vendors, e.g., chef demonstrations
- Individuals and organizations providing services that directly improve customer enjoyment of the Market, e.g., children's activities at the Market

Generally, requests for market space of these types will be declined:

- Political promotion or opposition of specific candidates, parties, or issues (political issues related to local food will be considered by the Board, but will likely be declined)
- Religious organizations

Non-profit, not-for-profit, educational, and other civic organizations may apply for a space at the Market for informational or fundraising purposes. The Market shall limit the number of spaces available to these organizations to no more than one per week, except for participation in a special event. No organization shall be approved for more than six (6) dates per year and no more than once per month. Approval or denial of an application will be at the discretion of the Board.

vi) Pets at the Market

Well-behaved pets are welcome at the Market Site. All pets must be under the control of the owner at all times and kept on a leash that is no more than six(6) feet long. Owners of pets exhibiting aggressive or reactive behavior will be asked to remove the pet from the Market.

ix) Tobacco Use

WWFM Inc. is a non-smoking market. The use of cigarettes, cigars, vaping products or other items that emit smoke or vapors are prohibited at the market site. Use of other tobacco products is discouraged as well, with spitting strictly prohibited, as is the carrying of spittoons of any sort in the market area.

Section Two: Eligible Vendors and Products

i) Growers and Producers Only

Vendors in the Market shall sell only products grown or produced by the vendor. "Grown" shall mean having been grown, raised, or having raw materials come from property owned or managed by the Vendor. "Produced" shall mean having value added by the producer; examples of value-added operation include but are not limited to cooking, drying, blending, curing, fermenting, assembling, customizing, or other steps required to convert inputs into the product sold at the Market. For the avoidance of doubt, no Vendor may sell any product that was acquired by that Vendor for the purpose of resale, without the Vendor first **directly** adding value to the product. For purposes of these rules, repackaging alone is not considered a value-added process.

ii) Exceptions to Producer Only Rule

The Board may, at its sole discretion, make exceptions to the Producer Only rule.

iii) Geography (Vendors)

Vendors must reside in North Carolina. Vendors must produce the items they sell within the state of North Carolina.

iv) Permitted Products

The Board defines products permitted to be sold, and that list may change from time to time. Permissible products include but may not be limited to the following:

- Any vegetable grown from seeds, sets, or seedlings.
- Any fruits, nuts or berries grown from trees, bushes, or vines.
- Any plant grown from seed, seedlings, transplants or cuttings.
- Bulbs.
- Honey produced by the Vendor's bees.
- Eggs.
- Flowers.
- Preserves, pickles, relishes, syrups, jams, and jellies.
- Baked goods.
- Cheese or milk products (in compliance with applicable NC laws regarding pasteurization and/or aging).
- Meats. Vendors must comply with all applicable local, state and federal regulations related to harvesting, processing, packaging, storage, and handling of meat, including Meat and Poultry Handler's Registration, if applicable.
- Seafood sourced from the North Carolina coast.
- Packaged Foods (foods prepared, pre-packaged and labeled prior to market). Vendors must meet appropriate Health Department regulations (temperature control, air contact, etc.) pertaining to the sale and transport of any packaged food product.
- Ready to Eat Foods (i.e. mobile food unit in which foods are handled, prepared and packaged). Vendors must meet appropriate Health Department regulations pertaining to the preparation and sale of ready-to-eat foods and provide proof of certification during the Vendor Application process.
- Non-alcoholic beverages including coffee, teas, tisanes, non-carbonated, sweetened or unsweetened beverages (e.g., lemonade), carbonated, sweetened or unsweetened beverages (e.g., soda).
- Alcoholic beverages produced in a properly licensed local brewery may be sold but not consumed or sampled on-site.
- Soaps and herbal care body products. Vendors must comply with all applicable local, state, and federal regulations related to producing these products.
- Farm and food-related crafts (bird feeders, dried flowers, photos, etc.) approved by the Board.
- Firewood cut by the vendor from the vendor's property.
- Hay and straw.

- Animal feed.
- Products sold by local vendors that are farm or food-related but cannot be produced in North Carolina provided the product adheres to all applicable local, state and federal regulations related to the production and transport of the product (e.g. maple syrup).
- Non-food products provided by vendors that meet the standard of a producer as defined in Section Two paragraph 1 and are approved by the Board via the Vendor Application.

v) Prohibited Products

The Board, in their sole discretion, may prohibit products offered for sale, and that list may change from time-to-time. Products that cannot be sold or given away at the Market include but may not be limited to the following:

- Low-acid canned foods (such as green beans, corn, carrots, etc.).
- Canned tomato products.
- Raw milk or raw milk products intended for human consumption, in accordance with NC law (appropriately aged raw milk cheese is permissible).
- Live animals.
- No products may be sold at the Market without the consent of the Board or the Market Manager. The Board or Market Manager, at their sole discretion, may require Vendors to immediately remove items not approved for sale given that they do not meet the requirements in these Rules or the Vendor Application.

vi) Vendor Categories

Generally, Vendors are expected to be in one of the following categories:

- A regular vendor is one who attends at least 30 market days per year.
- A part-time vendor is one who attends at least 16 market days per year.
- A specialty vendor is one who sells farm-grown products that are only available for a limited time per year (blueberries, peaches, strawberries, etc.). Specialty vendors shall pay the same fee as a part-time vendor.
- A guest vendor is one who sells less than 16 market days during the year as designated by them during the application process. These must be producers with very specific seasonal crops, crafts, or other products that are under-represented by regular vendors. Guest vendors are required to complete a Vendor Application and be approved by the Market. Guest vendors may be subject to a different fee structure, which may change from time to time, at the discretion of the Board.

Section Three - Vendor Requirements

i) Complete Application and Application Fee

To be considered as a Market vendor, each prospective vendor must complete a Vendor Application, and pay the associated fee at the time the Vendor Application is submitted. WWFM Inc. has a rolling admissions policy, which means that any new vendor may be considered by the Board at any time. New vendors applying for first-time admittance to the Market shall pay an application fee to cover the cost of review and verification. Fees are determined by the Board based on analysis of actual expense data, and may vary from season to season, and between farm and non-farm vendors.

Returning vendors must also submit a Vendor Application and application fee each year and may receive preference depending on participation during the previous year. All vendors must receive an affirmative admission decision from the Market each year to participate.

ii) Market Verification

Potential new vendors may be eliminated from consideration for many reasons prior to an inspection. No new vendor, however, will receive an offer of admission without verification of bona fides by the Market. Once a vendor application is received, the verification process begins with review of the business's documentation and an interview of the business owner by telephone or in person, followed by an on-site inspection of the business. Farmers will be interviewed on-farm.

If the vendor withdraws their application or is rejected by the Market, prior to verification, a portion of the application fee may be returned to the vendor at the sole discretion of the Market. If the vendor undergoes any of the market verification process, none of the fee will be refunded, regardless of the admission decision.

Returning vendors are subject to re-verification at the discretion of the Market Manager and the Board. When a returning vendor applies for re-admission, they agree to submit to market verification if requested by the Market.

iii) Vendor Consideration Process

Many factors are evaluated as part of the decision of whether or not to admit a vendor. These factors considered include, but are not limited to, the following:

- Does the vendor sell something desired but underserved at the Market?
- Is this a returning vendor who is current on all fees and obligations to the Market?
- Will the vendor sell at the Market throughout the winter?
- Does the vendor's bona fides match their application?
- Does the Market verification team believe the vendor will be a good fit for the Market? This determination takes into account the on-site interview and inspection, as well as the vendor's reputation in the community.

When considering between two vendors for an opening only one can fill, priority will be given to the vendor willing to sell at the Market year-round, even if that means selecting a new vendor over a returning vendor.

If a category winds up underserved during winter, the Board will attempt diligently to recruit a vendor to fill that need. The new vendor may be invited to participate at the Market during the next regular season, even if that means selecting a new vendor over a returning vendor. For the avoidance of doubt, the Market has a strong preference for vendors willing to sell at the Market year-round and will extend preferential treatment to those vendors.

iv) Vendor Agreement

The Vendor Agreement includes:

- Completed Vendor Application package including:
 - Completed Application Form
 - Relevant licenses, permits, and supporting documents
 - Signed copy of the Market Rules
- Acceptance Agreement (signed by both Vendor and WWFM)

Any violation of the Market Rules, or the signed Acceptance Agreement, shall constitute a breach of the Vendor Agreement and may result in disciplinary action at the discretion of the Board, up to and including the termination of that Agreement.

vi) Compliance With Applicable Regulations

It is the Vendor's sole responsibility (and not WWFM Inc.) to ensure that they abide by all applicable federal, state and local laws, including, without limitation, all NCDOR requirements, all applicable health regulations, as well as the NC Department of Agriculture's general guidelines regarding products exhibited for sale at farmers' markets and curb markets. All Health Department regulations (temperature control, air contact, etc.) pertaining to the sale and transport of any fresh foods (raw meat, dairy, baked goods, etc.) sold at the Market must be observed.

To the extent that any Vendor is selling any product which requires the vendor to obtain and maintain any license, certification, and/or permit, the vendor shall provide a copy of all appropriate documents with the

Vendor Application. All vendors are required to provide their NC tax ID (obtained from NCDOR) to the Market Manager.

Any vendor using the word “organic” or “Organic” must meet the requirements of the National Organic Program and provide a copy of the vendor’s certification with the Vendor Application. Any vendor without NOP certification may not label or describe their product as “organic” or make any claims of such while at the market.

If a vendor uses scales to determine product prices at the Market (as would be the case for any product sold by weight, e.g., per pound), the vendor must first have the scale calibration certified by the NCDA&CS (North Carolina Department of Agriculture & Consumer Services), and the current calibration sticker must be visible at the Market. Vendor is responsible for maintaining scale calibration according to the schedule established by NCDA&CS as indicated by the calibration sticker on the scale.

vii) Product Labeling

Vendors are required to label all products sold at the market with labels minimally compliant with all laws related to the product category. It is the vendor’s sole responsibility to determine and comply with labeling requirements. If label non-compliance is brought to the attention of the Market, it must be resolved in a timely fashion (the WWFM Inc. Board will determine what constitutes timely). Vendors will be required to cease selling products with non-compliant labeling until such time as the labeling is brought into compliance.

Vendors are expected to label commonly known allergens on products that contain them, whether or not a law explicitly requires that labeling. Most allergic reactions to food are to citrus fruit, eggs, fish, milk, peanuts, shellfish, soy, tree nuts, and wheat.

viii) Transparency

Many customers of the Market may have dietary restrictions, or live with somebody who has dietary restrictions, including food allergies. Minimally compliant labeling is sometimes not enough to tell them what they need to know about food, especially (but not limited to) ingredients commonly labeled together as “spices” or “natural flavors”. Accordingly, it is the expectation of the Market that any customer inquiry about product ingredients will be responded to completely. A verbal response is adequate. For the avoidance of doubt, it is not acceptable to make customers guess the ingredients contained in the product, nor is it acceptable to claim that product ingredients are in any way proprietary or trade secret. If a vendor is not willing to verbally disclose all product ingredients (the ingredients themselves, not the proportions, process, or equipment) contained in a product upon request, they should not sell that product at the Market.

Vendors are responsible for ensuring that anyone representing their business has complete knowledge of the products, including ingredients. Even in cases where not strictly required by law, the Market prefers that all products containing more than one ingredient be labeled with a complete ingredient listing at the highest possible resolution, e.g., instead of saying “spices”, say “cinnamon, nutmeg, and mace”.

Section Four – Vendor Participation

i) General Requirements:

- Vendors may have access to their space(s) beginning one hour before the Market begins and must vacate and clean the premises by no later than 60 minutes after the Market ends.
- Except as expressly permitted by the Market Manager, all Vendors should plan to be in their assigned space(s) at least 15 minutes before the Market start time, so that their booth set-up can be completed by the Market start time.
- The Market Manager will assign spaces before the Market begins. Vendors are required to occupy the space(s) assigned by the Market Manager.
- With the understanding that emergencies and unforeseen events may arise, Vendors are expected to provide notice of market absence with as much advance warning as possible.
- Vendors providing at least 24 hours advance notice of a potential absence from a scheduled market date shall receive a credit to their account for the fee paid for that date. If a vendor is absent from the market without at least 24 hours advance notice to the Manager, there may not be a refund or credit for the fee paid for that day.

- Vendors may request an exception to the loss of a vendor fee for emergency situations (inclement weather at their location, family emergency, etc.).
- Repeat absences without cause will be considered in the next application cycle. Extreme cases may result in removal from the market.
- For safety reasons, vendors should not takedown and depart early (before the Market ends). If a Vendor sells out early, the time should be used for connecting with potential customers. Repeated violations of this standard after discussion with the Market Manager may result in removal from future markets and will be considered in the next application cycle.
- Early departure from the market is only permissible in emergency situations, or with prior approval from the Market Manager. A vendor who anticipates needing to leave early must notify the Market Manager as soon as possible, ideally at least 24 hours in advance, and receive confirmation and approval from the Market Manager. The vendor will be placed in a location such that early exit is safely facilitated.
- Vendors are expected to be present in their space during Market hours as long as they have goods offered for sale except for personal needs (restroom breaks).
- Vendors wishing to offer a new category of product to the market beyond what was approved during the application process must have that product approved by the Market Manager prior to bringing it to the Market.
- Vendors must minimally accept US currency in denominations of \$20 or less for all market transactions. Vendors are expected to be able to make change for customers using \$20 and lower denominations. Larger cash denominations and additional payment methods are solely at the discretion of the vendor. Vendors are strongly encouraged to accept credit cards (see the section on credit cards).
- Each vendor is responsible for collecting and remitting sales taxes on products sold at the Market, as required by NCDOR.
- Vendors selling EBT-eligible food products are required to accept \$1 EBT (SNAP) tokens for the purchase of those items, in accordance with EBT protocol established by the Market.
- Each vendor must have a Vendor Agreement on file with WWFM Inc. with all fees paid up to date.
- All vendors must dress appropriately, including shoes and shirts, and keep their hair tied back if serving food.
- No live food animals are allowed in the Market space.
- All edible goods must be safe for human consumption.
- The Market Manager is authorized to require a vendor to immediately cease the sale of any merchandise determined by the sole discretion of the Market Manager to be unsafe, non-compliant with the Vendor Agreement, or of unacceptably low quality.
- Vendors are required to maintain their space(s) in a clean, safe, and sanitary manner, including protecting the pavement from oil or fuel drips from any part of the vendor's vehicle. Vendors are expected to remove and properly dispose of any trash or garbage that is generated in or around their booth and sweep up any product debris left on the ground.
- Vendors must chock the wheels of trailers disconnected from vehicles.
- If a vendor is using cups, toothpicks, etc. for sampling purposes, they must supply their booth with a trash receptacle.
- Vendors must bring their own brooms and dust pans if necessary for clean-up.
- Vendors will park in areas designated by the Market Manager before the Market begins.
- No marketing outside the vendor's designated space is permitted.
- Vendors may not use their space for the promotion of anything that is not the product approved by the Market for sale, except as specifically approved by the Board.
- It is expected that every vendor support Market events. Mandatory support includes permitting signage or handout material at their booth as requested by the Market Manager, and politely answering customer questions about the event to the best of the vendor's ability or referring those questions to the Market Manager.
- Vendors wishing to use the Western Wake Farmers Market logo must request permission from WWFM Inc. via email to info@wwfm.ag and obtain art from the Market.
- All regular and part-time vendors are required to carry liability insurance with WWFM listed as an additional insured party. Guest vendors are not required, but highly encouraged, to carry liability insurance. Vendors must provide a copy of their certificate of liability insurance with the Vendor Application. Insurance must be active at any time the vendor sells at the Market.

ii) Preparing, Serving or Sampling Food at the Market

Vendors are permitted to provide samples of their products at the market. Vendors are expected to comply with standard hygienic practices related to product sampling.

If vendor sampling requires cutting at the Market, the vendor is expected to bring a suitable safe and sturdy cutting surface, appropriate knife, and supplies to clean both. Knives must be kept out of reach of market patrons (children, in particular). Under no circumstances are Market customers permitted to cut their own samples. If cutting is determined to be unsafe by the Market Manager, vendor must cease cutting, and safely stow knives out of reach of Market customers.

Vendors providing samples that require cooking must bring their own portable cooking apparatus and energy supply, as well as supplies to clean them. Hot surfaces are to be kept away from Market customers (children, in particular) at all times. Cooking equipment must be equipped with appropriate grease traps such that no cooking residue is left at the Market site, and grease must be taken away from the site for proper disposal by the vendor. Vendors must take appropriate steps to minimize smoke emitted during cooking (par cooking prior to market is recommended). If smoke is determined to be a nuisance by the Market Manager, the vendor must cease or relocate cooking.

Cooking products on-site for sale at the Market is not allowed under Wake County food service regulations. Prepared and packaged foods that are not shelf-stable must have been prepared in a commercial kitchen and handled in accordance with all applicable regulations. Vendors preparing food on-site for a Market special event may be required to meet applicable food service health and safety standards for temporary food establishments, including permitting and inspections by Wake County, if required.

iii) Pre-Orders

Vendors may accept pre-orders from customers for pick-up at the market. For items normally sold at the Market by the vendor, the order may be accepted prior to market, and transaction may be completed at the market, i.e., the customer may pay the vendor at the market. Pre-orders of items normally sold at the Market are to be included in the vendor's daily revenue for purposes of sales data reporting.

For items sold by the vendor that are NOT normally sold at the market (e.g., items the vendor stocks but does not produce), all transactions must be completed prior to the market, i.e., the Market is solely a convenient pickup point, and the money exchanged is NOT included in the vendor's daily revenue for sales data reporting. This option is intended to be a convenience for customers and Vendors and is expected to be a minimal percentage of vendor sales. For the avoidance of doubt, it is not expected that vendors will use this mechanism to simply enable sales of items not normally permitted at the market.

iv) Barter

Barter may be permitted at the Market in lieu of payment with currency, both between vendors, and between vendors and customers. Barter should be conducted in a way that is not disruptive to normal market operations and is not confusing to customers. Barter must be limited to only types of items that would be permitted for sale at the market on both sides of the transaction. Site-specific product prohibitions, if any, are to be observed, as well.

Vendors are required to account for the value of bartered items as if they were sold. For example, if a vendor trades away eggs that normally cost \$5, they are expected to record \$5 revenue for purposes of reporting market sales that session. The value of the item traded away by the vendor is the recorded value of the transaction, NOT the value of the item accepted in the exchange.

Vendors are solely responsible for any tax implications related to their barter activity.

v) Credit Cards

While not a requirement, vendors are strongly encouraged to accept credit cards as a payment method from customers. It is permissible for vendors to charge a higher cost of goods for credit card transactions to recover credit card processing fees. For the avoidance of doubt, vendors are not expected to absorb the cost of credit card processing. During vendor selection, the Market will have preference for vendors who accept credit card payments. Vendor fees paid by credit card may also be subject to a processing fee, to be determined by the Board as part of the fee schedule.

vi) CSAs and Market Share Programs

Some Market vendors utilize Community Supported Agriculture (commonly referred to as CSAs) in the conduct of their business. WWFM Inc. encourages the use of CSA and Market Share programs by market vendors to the extent it pleases both vendors and customers and advances the Market's mission. Some guidelines are necessary to assure fair implementation of CSAs and Market Share programs at the Market.

Vendors must include the fair market value of shares delivered at the Market each week in their calculation of revenues. For example, suppose a farm runs a CSA with 100 members. Suppose each share is valued at \$25 weekly, and that 10 of the members collect their shares at WWFM Inc. Each week, then, the vendor should record \$250 CSA revenue (\$25/share * 10 shares) in their weekly market revenue, over and above the amount of product sold directly at the market to non-CSA customers, even though that amount was not collected in cash that week (it was prepaid).

Market Share programs should utilize the same logic: "purchases" made with Market Share credit in a given week should be recorded in the vendor's revenue calculation. In both cases, vendors should NOT report revenue at the market at the time the up-front cash is collected from the customer at the beginning of the season. Nor are vendors expected to include revenue from their entire CSA or Market Share in their WWFM revenue calculation – ONLY the customers collecting shares at the Market are to be included in the revenue calculations.

CSAs sometimes have another feature designed to increase customer convenience and vendor revenues: "add-ons" of optional items such as bread, coffee, honey, eggs, etc., not included in the base share, and sometimes obtained from third parties for resale. Inclusion of add-ons with CSA shares distributed at WWFM Inc. is permissible, but we ask that the CSA vendor use a few common-sense principles to minimize ill-will among other Market vendors:

- Whenever possible, add-ons should be procured from fellow WWFM vendors
- The total proportion of add-ons relative to the total amount of the CSA share should be small (<25% of total revenue), i.e., the add-ons are a convenience and modest revenue enhancement, and not a primary driver of business for the CSA vendor
- The add-ons should be packaged in with the CSA share and not displayed at the Market in a way that is potentially confusing to Market customers

Regarding packaging of shares, practices vary by vendor. The Market has no specific requirement regarding how CSA vendors should package shares. We do, however, have some general principles with which we expect compliance:

- Ideally, shares are individually packaged (boxed or bagged) in advance of the Market such that customers can simply take them away.
- In cases where CSA customers select their items from the Market display, ideally the vendor should have sufficient quantities of goods such that non-CSA customers can purchase the same items that are included in the CSA share.
- If the vendor doesn't have sufficient quantities of product to sell PLUS deliver to CSA customers, the Market display should be sufficiently clear to Market customers that the items in question are for CSA shares only and are not available for sale to other customers. To be clear, the Market considers this to be a very undesirable circumstance, and we do not expect it to be a regular occurrence.

As part of the application process, the Market requires a brief summary (via email to the Market Manager) of anticipated CSA and/or Market Share activity to occur at WWFM Inc. in the upcoming season. The parameters to be reported are:

- Amount of CSA/Market Share business to be conducted at WWFM Inc., customer numbers and estimated fair market dollar value
- Anticipated length of CSA or Market Share season (number of weeks)

vii) Cooperative Vendor Arrangements

Cooperative Vendor arrangements are those where more than one Vendor's products are sold in a single Vendor space. These arrangements among growers and producers are permitted with prior approval of the Board. All vendors and products must meet the definitions set forth in Section Two of this document

and be included in the Vendor Application process. An additional fee may be charged for Cooperative Vendor Arrangements.

viii) Attendance Expectations

Vendors are expected to participate at the Market on all dates to which they committed in the Vendor Application or have indicated they would attend. The Market expects vendors to thoughtfully complete the Vendor Application, identifying to the extent possible when they will and will not attend the market, then make a good faith attempt to meet that commitment. For the avoidance of doubt, vendors should not report that they plan to attend ALL sessions if they KNOW they will miss some sessions; they should make a good faith attempt to at least estimate the number of absences in a season, even if they don't know exactly when those absences will be when completing the application.

It is understandable that inclement weather, difficulties with product availability, family emergencies, etc., will arise and may affect a vendor's attendance. In these cases, communication with the Market is important. Absences without notification, except in case of emergency, are unacceptable. Chronic tardiness (more than 2 times per season) is also not acceptable. For vendors who committed to participate in the winter market, failure to attend simply because the weather is cold is unacceptable. If a vendor misses a scheduled session without at least 24 hours advance notice, they will not receive a refund or credit for the fee for that day. Vendors may request an exception for absences that were emergency situations and did not provide time for advanced notification.

ix) Product Pricing

It is the intention of WWFM Inc. to be a sustainable marketplace for professional producers, one where products are sold at a reasonable and customary profit for the vendor, and that consumers are educated about the factors that drive those prices.

Product pricing is at the discretion of each individual vendor. Each vendor will have their own cost structure, and profit expectations, but we will not be a market where vendors without a profit motive create an unsustainable price environment for others, or a market where strong vendors prey on weak vendors. In that spirit, the Market will not tolerate predatory pricing or unfair competition practices.

Suspensions or allegations of predatory pricing or undercutting will be investigated by the Board. Vendors involved in investigations are expected to cooperate fully with the Board. This may require providing data that is not normally required by the Market. Failure to cooperate will be viewed as suspicious and may impact the outcome of the investigation. All vendor-specific data collected in the investigation will remain confidential, i.e., it will not be shared beyond the Board.

x) Signage

- Vendors are required to have a sign with their business name, at a minimum.
- Prices must be clearly posted for all items sold.
- Only certified organic growers may use the term "organic" in their signage at the Market.
- Signs must be hung or secured in a way that they are not likely to move and cause injury, especially due to bumping or jostling, or wind. Lighter weight signs should be considered wherever practical.

xi) Market Fees

There are generally two types of fees assessed by the market: application fees for consideration to be included in the Market, and stall fees for participation in the Market. It is the Market's goal that application fees cover all real cash costs of evaluating new vendors and that the stall fees cover all real cash costs associated with Market operations.

Fees are subject to change at the discretion of the Board. The Board reserves the right to change fees at any time as the financial realities of the Market dictate. Vendors will be provided with an updated fee schedule in advance of any new fees being implemented.

Application fees may vary according to vendor type. The current fees are specified in the Vendor Application and are payable in full at the time the application is submitted unless other arrangements are approved in advance by the Market Manager with concurrence from the Board. If a vendor's application is rejected prior to Market verification of the vendor's bona fides, a portion of the fee MAY be returned to the

vendor, at the discretion of the Board. Once Market verification is initiated, no portion of the fee will be refunded, regardless of the admission decision.

Fees for any given market session are due and payable at least one week in advance of the day the Vendor is scheduled to be at the Market, unless other arrangements are agreed upon in advance with the Market Manager. Fees may be paid by cash, check, online pay applications(Zelle), or credit card (transaction fees may apply). Provision may be made for vendors with specific accounting needs, e.g., monthly bill payments, online pay applications, etc.

In cases of extreme circumstances, alternative payment arrangements may be made with the Market Manager. Payment history will be a consideration during the application process.

xii) Other Fees

The Market may assess other fees, including but not limited to fees for additional tent spaces, cooperative vendor arrangements, no-shows, etc. These fees will be enumerated in the fee schedule that is part of the Vendor Application package and may change at the discretion of the Board.

xiii) Rebates

The Market may offer incentives in the form of rebates for vendors meeting certain performance or other milestones. These rebates will be enumerated in the Vendor Application and may change at the discretion of the Board.

xiv) Sales Data

Accurate reporting of sales data is necessary for many reasons to meet the fiduciary obligations of the Market. This information represents the economic impact of the Market and aids in communicating the value of the Market to the local community, grant agencies, and others.

All vendors are required to report their session sales (dollar revenues) at the Market to the Market Manager. Sales subject to reporting are those that are a result of the Market. The guiding principle is, if the sale would not have occurred but for the existence of the Market, it is subject to reporting. Every vendor must report sales by the end of each month for every session attended in the previous month. Any vendor who takes longer than two weeks to report session sales or has more than two sessions unreported will be considered in violation of the Vendor Agreement. Reporting history, but not the value of sales, will be a consideration during the application process.

xv) Representation at Market

Vendors may assign persons, e.g., employees or volunteers, to assist them in selling their products at the Market, provided the representative is knowledgeable of the products. Vendor representatives are subject to all tenets of the Vendor Agreement. It is the vendor's sole responsibility to ensure that their representatives understand the expectations of the market.

xvi) Special Events

The Market may, from time to time, hold special events at or away from the Market site. Market vendors are expected to assist at the Market with the promotion of events. Specifically, marketing collateral may be distributed by the Market Manager to be given away at each tent, and vendors are expected to distribute such collateral. In addition, customers may ask questions about events.

Vendors are expected to answer customer questions to the best of their ability or refer questions to the Market Manager. Further collaboration (e.g., supplying products for events, off-site promotion, volunteering labor, etc.) is appreciated but not required.

xvii) Market Environment

The market experience should be enjoyable for everyone. Vendors are expected to treat other vendors, customers and market management with courtesy and respect.

In particular, the following types of behavior are unacceptable (this is not intended to be an exhaustive list):

- Biases, such as those based on gender, race, ethnicity, age, religion, or sexual orientation

- Sexual harassment (including inappropriate sexual comments and images)
- Religious demonstration
- Political demonstration
- Excessive use of profanity
- Inappropriate attire
- Complaining to customers about Market management
- Disseminating misinformation about the Market, Market vendors, or Market products

Any action that could be reasonably anticipated to diminish customer enjoyment of the Market environment will be considered a breach of the Vendor Agreement and will be investigated by the Board.

Section Five – Vendor Space Allocation, Equipment & Supplies

Generally stated, following are the basic details regarding Vendor spaces:

- Each Vendor is allotted one 10'x10' space.
- A vendor may apply to rent additional spaces that will be allocated as space allows, at the discretion of the Market Manager.
- Each Vendor is responsible for bringing, setup and takedown of his/her own 10'x10' canopy tent, weights to hold down the canopy, and table(s) to the Market. Vendors' tents are expected to fit entirely within the space allowed.
- Each Vendor at Market may supply stands, counters or tables that do not exceed the width of his or her space(s).
- Vendors must maintain all equipment in good condition to the satisfaction of the Market Manager.
- All vendor equipment must be used safely in accordance with manufacturer instructions and common sense.

Section Six – Complaints, Events of Default

i) Complaints

Any vendor may report complaints at any time. Complaints may be of any nature, ranging from dissatisfaction to allegations of Events of Default (a violation of the Vendor Agreement), and may be directed at the Market or other vendors. Complaints may be related to the Market Rules, the Vendor Application (together, the Vendor Agreement), or other topics.

Complaints and/or allegations of Event of Default must be made in writing via email to info@wwfm.ag, or a letter sent to WWFM Inc., PO Box 1113, Morrisville, NC 27560. Complaints must be specific and must contain the identity of the person making the complaint.

Complaints not related to a safety concern will typically be subject to the following process:

- Complaints will be reviewed by the Board within 14 calendar days of receipt.
- If necessary, the Board President will assign a Board member to investigate the complaint.
 - If the complaint is directed toward the President, the Vice-President will assign a Board member to investigate.
- The Board member leading the investigation will contact the person filing the complaint within 30 days of receipt of the complaint.
- The Board member will report to the Board, and the Board shall take action within 45 days of the receipt of the complaint.
- The person making the complaint will be notified of the outcome within 10 days of the decision.

ii) Events of Default

A potential Event of Default is a more serious type of complaint and will be handled accordingly.

To be clear, an alleged Event of Default is a violation of the Vendor Agreement (Market Rules and/or the Vendor Application). Upon initial review of an event of this nature, it may be necessary for the Board to require a Vendor to make adjustments or not attend the Market while the matter is investigated. Vendors are required to comply with these directives. Commonly alleged Events of Default may include (but are not limited to):

- Reselling (Rules, Section Two, Paragraph i)
- Issues with attendance (Rules, Section Four, Paragraph vii, and the Vendor Application, where vendors specify anticipated dates of attendance)
- Disruption of Market Environment (covered in the Rules, Section Four, Paragraph xvi)

Allegations of Events of Default will be investigated as soon as practical according to the following procedure:

- Complaints will be reviewed by the Board within 5 calendar days of receipt;
- If necessary, the Board President will assign a Board member to investigate the complaint.
 - If the complaint is directed toward the President, the Vice-President will assign a Board member to investigate.
- The Board member leading the investigation will initiate contact with the person filing the complaint within 7 days of receipt of the complaint.
- The Board member will report to the Board, and the Board shall take action within 10 days of the receipt of the report.
- The person making the complaint will be notified of the outcome within 5 days of the decision.

iii). Opportunity to Cure

Events of Default may result in action up to and including expulsion of a Vendor (or in the case of allegations against staff or directors, termination). Depending on the circumstance, the Board, in its sole discretion, may offer the opportunity for the vendor to cure (correct) the Event of Default. If offered the opportunity to cure, the vendor must provide the Board, in writing, with an action plan and timeline for the cure, and if the Board agrees, must execute that plan in the time specified. The vendor will receive directions from the Board as to whether or how they are permitted to participate in the Market during the period the cure is being implemented.

iv). Appeals

Anyone wishing to appeal a decision of the Board must submit a request for an appeal in writing via email or a letter and will be heard at the next scheduled meeting of the Board.

v). Re-Application

Vendors found to be in default of the Vendor Agreement, and who are not offered or who have not executed the opportunity to cure, are not eligible to reapply to the Market for one year following the Event of Default.

The applicant hereby acknowledges that they have read these Rules and understands that Vendors must abide by these Market Rules to participate at Western Wake Farmers Market. Applicant also hereby agrees that their products must be produced as described in their application and that a Market representative may visit the farm or facilities when necessary.

Applicant Signature

Printed Name

Date

EXHIBIT D to the Western Wake Farmers Market Lease

Acknowledgment of Operation of the Education Garden

The Western Wake Farmers Market (WWFM) does hereby acknowledge that effective July 1, 2023 the Morrisville Education Garden (Education Garden), formerly operated as a component of the Morrisville Community Garden, is now a component of the Western Wake Farmers Market.

WWFM will be responsible for ensuring that the Education Garden operates as a component of the WWFM non-profit corporation and that the Education Garden will be operated in a manner consistent with the requirements of this lease agreement.

The members of the Education Garden agree to work with and be operated by the Western Wake Farmers Market under the requirements of this lease agreement.

By signing below, I authorize that I am a duly elected official of the WWFM Board of Directors and I am authorized by the Board of Directors to sign this acknowledgement.

Authorized WWFM Official

Printed Name: _____

Signature: _____

Date: _____

By signing below, I authorize that I am a duly appointed official of the Morrisville Education Garden and I am authorized to sign this acknowledgement on behalf of the Education Garden.

Authorized Education Garden Official

Printed Name: _____

Signature: _____

Date: _____

EXHIBIT E to the WESTERN WAKE FARMERS MARKET AGREEMENT



Morrisville Education Garden Rules

The following shall be the rules and regulations for the use and operation of the Morrisville Education Garden ("**the Garden**"), located at 280 Town Hall Drive, Morrisville, NC 27560. These rules shall be in effect for all volunteers and visitors, together with such other rules as established from time to time by the Garden Coordinator.

1. Authorized Use:

- Only volunteers designated by the President of Morrisville Community Garden (MCG) or their representative are to be allowed access to the Education Garden when the Western Wake Farmers Market is not in session. These may include MCG members and Wake County Extension Master Gardeners.
- Volunteers are not authorized to speak for or make requests on behalf of the Education Garden without approval of the MCG President.
- *At all times*, visitors, guests and invited workers will be permitted entry into the Garden *only* after signing a Hold Harmless waiver. Copies of these are to remain with MCG.
- **NO unaccompanied children or pets are permitted in the Garden at any time.**

2. Hours of Operation:

- The Garden is open to approved volunteers *only* during daylight hours from January 1st to December 31st for the purpose of conducting garden operations.
- The Garden is open to visitors only during Farmers Market hours or for special event(s) with prior approval of the MCG President and/or Board.

3. Site Access:

- Only approved individuals who volunteer and have been tasked with chores such as scheduled watering, will be provided with the combination to the lock for access.
- All other persons will only be allowed into the Garden when it is open for Market hours or specially designated work hours, overseen by an approved individual.

4. Safety:

- Make sure you keep all pathways clear of items at all times.
- Wear appropriate clothing if working in the Garden, including sturdy shoes and proper face/eye protection when using tools. Gloves are recommended.

EXHIBIT E to the WESTERN WAKE FARMERS MARKET AGREEMENT

- Children under the age of 18 must be supervised at all times.

5. Equipment/Tools:

- Tools will be available on workdays as scheduled by the MCG President/Board.
- Volunteers will be informed of the proper usage and treatment of tools and are expected to use them appropriately in order to avoid breakage or injury.

6. Compost:

- No composting will be conducted on the Education Garden site, however final organic compost product will be used in the beds to facilitate growth.
- No outside chemicals are to be used at the Garden site.
- Shredded paper may be used to tame weeds in beds (vegetable-based ink only).

7. General:

- No amendments are to be made to the soil or grounds.
- Use trash containers on site for all refuse.
- No dogs or other pets are allowed in the Garden at any time.
- No disruptive behavior that will negatively affect other members/visitors will be tolerated, including loud voices, vulgar language, threats or other intimidation of other volunteers or guests.
- No alcohol or tobacco products are allowed in the Garden.
- Turn off water faucet prior to leaving the Garden *Every Time*, and coil hose neatly.
- Volunteers and Visitors will act in a safe and responsible manner while in the Garden.
- Work orders or requests related to the Education Garden are to be report to the MCG President.

8. Programs:

- MCG will determine the programs to be presented twice per month on during Farmer's Market hours, at 10 and 11 am. Should inclement weather preclude a class from occurring, it will be rescheduled at the next earliest possible date.
- Program content, dates and times will be advertised on the Town of Morrisville and MCG website and Facebook pages, as well as on signage on site at the Garden.
- Additionally, the Morrisville Communications and Outreach and Parks, Recreation & Cultural Resources Departments will be informed of scheduling and topics.

9. ALL Produce grown in the Education Garden is to be either:

- Distributed to designated groups, such as Dorcas Ministries Food Pantry and others.
- Used for Healthy Cooking Demonstrations on site.
- All Produce grown will be determined by the members/volunteers who are working the garden.



Morrisville

Parks, Recreation &
Cultural Resources

Addendum A

Addendum to Lease Agreement

This Addendum to the AGREEMENT between Town of Morrisville, a municipal corporation of the State of North Carolina hereinafter, "TOWN" and The Western Wake Farmers Market, Inc. hereinafter, "WWFM", a nonprofit corporation of the State of North Carolina, for the purpose of updating the current contract to reflect the temporary move of the WWFM and the Education Garden hereinafter, "GARDEN" to Indian Creek Trailhead hereinafter, "PARK." This "ADDENDUM" is entered as of the last date set forth below, between WWFM and the TOWN. WWFM and TOWN previously entered into an AGREEMENT dated the 2nd day of October 2023 and now desire to amend and/or supplement the original Agreement in accordance with Section F of the that agreement. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

SCOPE

The general scope of this ADDENDUM is to outline the responsibilities of the TOWN and WWFM related to the relocation of WWFM and the GARDEN from the Healthy Food Hub to the PARK. Specific term changes are outlined below.

Section A

Pursuant to G.S. §160A-272 and in consideration of payment as outlined herein and such other mutual promises and covenants as hereinafter contained, the Town hereby leases Indian Creek Trailhead for the purposes of operating a farmers market and an education garden at the Indian Creek Trailhead. The terms and conditions of the Agreement, and the respective rights and obligations of the parties are set forth in this Agreement, and by reference, the original agreement noted above.

Section B, Item 1

WWFM shall operate and manage a farmers market every Saturday morning in accordance with its bylaws at the PARK located at 101 Town Hall Drive, Morrisville, NC 27560 until construction is complete at Town Center.

Section B, Item 3d

WWFM shall conduct a biannual sample survey of at least 25% of its customers to ascertain their residency in Morrisville, their residency in Wake County, and the factors that influence their decision to shop at the farmers market. Additionally, WWFM will provide a QR code for new customers to complete the survey, collecting information regarding their residence and other relevant data. The results of the survey will be included in a monthly report submitted to the TOWN.

Section B, Item 4

The PARK shall be designated as the primary market site for WWFM during the construction of Town Center. This designation will be acknowledged in all marketing, media, and informational materials.

Section B, Item 5

During the term of this Agreement, WWFM, including its affiliates and related parties (whether under the name “Western Wake Farmers Market, Inc.” or otherwise) shall not operate any additional market location(s) within a 5-mile radius of the Morrisville Indian Creek Trailhead, the site shown and described on Exhibit A attached hereto.

Section B, Item 9

While located at the PARK, WWFM shall not be responsible for providing portable toilet facilities, as public restrooms are available at the PARK.

The TOWN will provide storage space in the restroom building at the PARK. A new coded lock will be installed by the TOWN to facilitate access for WWFM and the GARDEN.

Additionally, the TOWN will purchase a power box for use by the WWFM, enabling the distribution of power from a 50-amp power source from the restroom building to a limited number of weekly vendors. While the power box will be designated for the use by WWFM, it shall remain the property of the TOWN and may be used as determined by the TOWN.

Section B, Item 16

Should WWFM desire to make material changes to the Indian Creek Trailhead to enhance their ability to operate the farmers market, any proposed changes shall be presented to the TOWN for approval.

- a. The TOWN reserves the right to not allow any changes to the Indian Creek Trailhead if the proposed changes would interfere with other TOWN operations, would not be in the best interest of the TOWN and its other uses of the Indian Creek Trailhead, and/or is outside the budget for WWFM operations.

- b. In the event any proposed changes are approved by the Town, the cost of the approved changes will be the responsibility of WWFM unless other specific arrangements are made with the Town.
- c. If the Town elects to make changes to the Indian Creek Trailhead, WWFM will be notified in advance and included in any discussions of the proposed changes

Section C, Item 1

WWFM shall operate and manage the GARDEN within the designated area at the PARK. In support of the relocation of the GARDEN, the TOWN agrees to provide, at its own expense, the following items:

- One (1) 5-foot-tall black aluminum fence with an 8-foot double gate.
- Up to and not to exceed Twenty-Four (24) raised metal garden beds, each measuring six (6) feet by three (3) feet by two (2) feet, fully assembled.
- Thirty-Five (35) cubic yards of 50/50 topsoil, delivered and installed in the aforementioned GARDEN beds as part of the initial relocation of the GARDEN.

All items remain the property of the TOWN and may be used for other needs as determined by the TOWN in its sole discretion.

The provision of these items will serve to satisfy the \$2000 value provided for fiscal year 2025 as stated in Section C5 or the original agreement. Any and all future requests will be preapproved by the TOWN in accordance with their current procedures.

Section D, Item 6

The TOWN will NOT include permanent signs to the Indian Creek Trailhead on wayfinding signs near the Indian Creek Trailhead. Temporary signs will be placed at the Healthy Food Hub directing customers to the new site. Additionally, a banner will be placed on Town Hall Drive during the months of April and May 2025 advertising the move. Temporary signs will be placed at Indian Creek Trailhead stating that parking at Indian Creek Trailhead is reserved for WWFM on Saturday mornings.

Parking

Parking for vendors and customers of WWFM will be available at Town Buildings on Town Hall Drive. This includes the parking lots around Town Hall (100 Town Hall Drive), The Connector Building (240 Town Hall Drive), and the Public Safety/Chamber Building (260 Town Hall Drive). It DOES NOT INCLUDE the parking lot around Fire Station One or any roadways, driveways or other lanes not specifically designated for parking.

In the event of any conflict between the terms of the Agreement and this Addendum, this Addendum shall control. Except as otherwise set forth in this Addendum, the original Agreement remains in full force and effect.

Each party to this Addendum has caused it to be executed on the date indicated below, with full authority to do so and to bind the party in question.

Town of Morrisville:

Signed by:

John Letteney

1FD0E4DC099A4AF...

John Letteney, Assistant Town Manager

4/22/2025

Date

Western Wake Farmers Market:

Signed by:

Janice Crawford

A20EA833B27742D...

Janice Crawford, President

4/23/2025

Date



Morrisville

Parks, Recreation &
Cultural Resources

Addendum B

Addendum to Lease Agreement

This Addendum to the AGREEMENT between Town of Morrisville, a municipal corporation of the State of North Carolina hereinafter, "TOWN" and The Western Wake Farmers Market, Inc. hereinafter, "WWFM", a nonprofit corporation of the State of North Carolina, for the purpose of extending the current contract of the WWFM and the Education Garden hereinafter, "GARDEN" at Indian Creek Trailhead hereinafter, "PARK." This "ADDENDUM" is entered as of the last date set forth below, between WWFM and the TOWN. WWFM and TOWN previously entered into an AGREEMENT dated the 2nd day of October 2023, which was subsequently amended by Amendment A on April 22, 2025, and now desire to amend and/or supplement the original Agreement in accordance with Section F of that agreement. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

Scope

This Addendum is made to the WWFM Agreement originally signed on October 2, 2023, and Amendment A signed on April 22, 2025, by and between WWFM and the Town. The purpose of this Addendum is to extend the term of the Agreement and establish a process for negotiation to enter into an updated agreement to be finalized and in effect by July 1, 2027.

Section A

The parties hereby agree to extend the term of the WWFM Agreement from its original expiration date of October 2, 2026 to July 1, 2027. All other terms and conditions of the original Agreement and Addendum A, dated April 2025, shall remain in full force and effect except as modified by this Addendum.

Section B

During the period beginning on the Effective Date of this Extension and continuing until April 30, 2027, (the "Negotiation Period"), the Parties shall negotiate in good faith

toward the development and execution of a long-term Agreement that will supersede extend the current Agreement.

During the Negotiation Period:

1. Each Party will designate representatives with authority to participate in discussions and exchange proposed terms.
2. The Parties will meet as necessary to advance negotiations, with the mutual goal of reaching agreement on major terms of a long-term contract.
3. Neither Party shall intentionally delay or withhold reasonable cooperation needed to finalize the long-term Agreement.

Nothing in this Extension obligates either Party to agree to terms that it cannot accept; however, both Parties commit to making constructive efforts throughout the Negotiation Period.

All other terms and conditions of the Agreement, as amended by Amendment A, remain unchanged and in full force and effect.

General Provisions

This Addendum shall be incorporated into and made part of the original WWFM Agreement. In the event of any conflict between the terms of this Addendum and the original Agreement, the terms of this Addendum shall prevail with respect to the extension and negotiation milestones.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by their duly authorized representatives as of the dates written below.

Town of Morrisville:

Brandon Zuidema, Town Manager

Date

Western Wake Farmers Market:

Janice Crawford, President

Date

Town Council Agenda Item Report

Agenda Item No. 6.c

Submitted by: John Letteney

Submitting Department Administration

Meeting Date: September 22, 2026

SUBJECT

Resolution Authorizing a Lease Extension/Update to the Morrisville Community Garden Agreement

Recommendation:

Approve as presented

Updates/History of Briefing:

NA

Executive Summary and Background Information:

The Town originally signed an agreement for the Morrisville Community Garden to be established in 2015. As authorized by N.C.G.S. 160A-272, the agreement included the Town leasing to the Morrisville Community Garden, Inc. (a nonprofit corporation) a 1/4-acre portion of the parcel of land located at 219 Church Street at no cost for the purpose of operating a community garden where residents could use sub-divided parcels in the community garden to grow vegetables and other food products. The original agreement was renewed in 2018 for a five-year term and again in 2023 for a three-year term, which expires in October 2026.

The 2026 lease agreement is proposed as a three-year agreement. This lease agreement has no substantive changes from the prior version of the agreement with the exception of the addition of an "early termination" clause in the event the Town Center project is ready to expand into that land. If that occurs, the Town agrees to give notice and work with the Morrisville Community Garden to locate another suitable location in Morrisville for the Garden. The revised Lease Extension/Update has been reviewed and approved by the Town Attorney.

The Lease Extension/Update Redline is attached as ATTH 01. The "clean" version is attached as ATTH 02.

Advisory Board/Committee Review:

None

Insert Date of Advisory Board/Committee Review:

Advisory Board/Committee Recommendation and/or Vote:

None

Potential Options:

Approve the Resolution

Do not approve the Resolution

Staff Recommendation:

None

ATTACHMENTS

- [2026-331-0 RES Community Garden Lease Extension.pdf](#)
- [2026-331-0 ATTH 01 Lease Extension-Update Redline.pdf](#)
- [2026-331-0 ATTH 02 Lease Extension-Update CLEAN.pdf](#)



**RESOLUTION 2026-331-0 OF THE MORRISVILLE TOWN
COUNCIL AUTHORIZING A LEASE AGREEMENT EXTENSION
WITH THE MORRISVILLE COMMUNITY GARDEN, INC.**

WHEREAS, the Town of Morrisville (the “Town”) and the Morrisville Community Garden, Inc. (a non-profit corporation) (the “Community Garden”) first entered into a three-year Lease Agreement (the “Agreement”) in 2015 in accordance with N.C.G.S. 160A-272 to establish a community garden on approximately ¼ acre of Town-owned property at 219 Church Street; and

WHEREAS, the Agreement was renewed in 2018 for a five-year lease, and the Agreement was again renewed in 2023 for a three-year lease that is set to expire this year; and

WHEREAS, the Town and the Community Garden both recognize the value of a community garden that is located in the Town so that Town residents (and others) can have the ability to grow their own vegetables and other food products; and

WHEREAS, the Town and the Community Garden wish to continue to collaborate to provide the community garden as a community amenity.

NOW, THEREFORE, BE IT RESOLVED THAT THE MORRISVILLE TOWN COUNCIL hereby authorizes the Town Manager to execute the proposed Lease Agreement Extension with the Morrisville Community Garden, Inc. for a three-year renewal at its current location on Church Street.

Adopted this the 22nd of September, 2026.

TJ Cawley, Mayor

ATTEST:

Kayla Bertling, Town Clerk

**LEASE AGREEMENT BETWEEN THE TOWN OF MORRISVILLE AND THE
MORRISVILLE COMMUNITY GARDEN, INC.**

This AGREEMENT made and entered into as of _____, 2026, by and between the Town of Morrisville, a municipal corporation of the State of North Carolina (hereinafter "the Town") and the Morrisville Community Garden, Inc., a not-for-profit corporation of the State of North Carolina (sometimes hereinafter referred to as "Community Garden").

WITNESSETH:

WHEREAS, the Town and the Morrisville Community Garden, Inc. wish to work together to provide an area suitable for a community garden; and

WHEREAS, the Town has previously granted Morrisville Community Garden, Inc. permissive use of a portion of Town-owned real property located at 219 Church Street, Morrisville, North Carolina, as more particularly identified in Deed Book 1979, Page 2670, PIN # 0755045903; and

WHEREAS, the parties hereto have mutually agreed to the terms of this Lease Agreement as hereinafter set out.

NOW, THEREFORE, in consideration of the premises and the mutual promises contained herein, the parties to this agreement hereby agree as follows:

A. Lease:

Pursuant to G.S. §160-272 and in consideration of payment as outlined herein and such other mutual promises and covenants as hereinafter contained, the Town hereby leases the site shown on EXHIBIT A attached hereto to the Community Garden for the purpose of operating a community garden. The terms and conditions of the Agreement, and the respective rights and obligations of the parties are set forth in this Agreement.

B. Morrisville Community Garden Rights, Obligations, and Responsibilities:

1. The Community Garden agrees and affirms that the Town shall not be responsible for any cost or expense arising from the operation of the community garden.
2. The Community Garden agrees and affirms that the Town shall not be responsible for providing any labor, materials or supplies required for the maintenance or general operation of the community garden.
3. The Community Garden agrees to maintain a water account in the Community Garden's name with the Town of Cary and to be solely responsible for the payment of the water account.
4. The Community Garden agrees to maintain a set of by-laws (see EXHIBIT B), governing the operations of the non-profit corporation. The Community Garden may modify its by-laws from time to time, and will submit the revised by-laws via email to the Town within 30 days of any revision to the by-laws.
5. The Community Garden agrees to adopt rules and regulations (See EXHIBIT C), approved by the Town, governing the use of the Town property by its members for the purpose of a community garden. The Community Garden may modify its rules and regulations from time to time, and will submit a set of revised rules via email to the Town within 30 days of any revision of the rules.
6. The Community Garden agrees to allow membership into its corporation by any resident of the Town of Morrisville, without discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, national origin, political affiliation, age, disability, genetic information, or other protected characteristic. It is understood and agreed that the Community Garden may have other conditions and requirements for membership (such as payment of dues) which are applicable to all members.
7. The Community Garden shall provide annually (and no later than September 1) a Certificate of Liability Insurance showing a commercial general liability insurance of at least 1 million dollars (\$1,000,000.00) per occurrence, with the Town listed as an "Additional Insured".
8. The Community Garden may not assign or encumber this Agreement or its interest in the community garden under this Agreement without first obtaining the written consent of Town, which consent may be withheld for any reason or for no reason whatsoever.

9. If the Community Garden elects to terminate this Agreement, then it shall give notice of the cancellation to the Town and its members with at least 60 days' notice prior to closing the community garden. The Community Garden shall vacate the community garden within 15 days following the effective date of the cancellation.

C. Town Rights, Obligations, and Responsibilities:

1. The Town hereby agrees to lease to the Community Garden a plot of land approximately ¼- acre in size and the adjacent storage buildings located behind the primary structure at 219 Church Street, Morrisville, North Carolina for the sole purpose and use as a community garden. Any use of additional property or buildings at this location by the Community Garden will require written permission by the Town.

2. The Town agrees to allow any and all members in good standing of Morrisville Community Garden, Inc., to enter upon the Town's property at 219 Church Street, Morrisville, North Carolina, when acting and performing work in accordance with the rules and regulations of the Morrisville Community Garden, Inc.

3. Failure to maintain the required insurance in force is cause for the termination of the Lease Agreement. In the event that the Community Garden fails to maintain and keep in force the insurance herein required, the Town has the right to cancel and terminate the Lease Agreement, without notice.

4. If the Community Garden shall neglect or fail to perform or observe any terms of the Lease Agreement contained herein, then the Town may give the Community Garden written notice of such default and of its intent to terminate this Lease Agreement. If, after thirty (30) days, the Community Garden continues in default, the town may terminate this Lease Agreement.

5. Any notices given under this Lease Agreement shall be in writing and shall be deemed given when mailed, certified mail return receipt requested, to the addresses shown below.

D. Joint Rights, Obligations, and Responsibilities:

1. A Town of Morrisville representative appointed by the Town Manager will serve as a liaison to the Morrisville Community Garden and, as deemed necessary by

the Town, to their Executive Committee. The Town liaison will address any contractual or operational questions raised by the Community Garden and will pose any contractual or operations questions from the Town to the Community Garden.

2. The Parties shall make efforts to conduct a joint meeting annually in July to discuss community garden operations, any challenges, and potential map plans. Meetings may be called by either of the Parties so long as a minimum of 7 days' notice is given.

E. Lease Agreement and Other Terms and Conditions:

1. The term of this Lease Agreement shall be for a period of three (3) years commencing as of the effective date of this Lease Agreement.

2. The Parties acknowledge that the Town intends to develop the Town Center project that may impact the community garden in the future. The Parties further acknowledge that the Town will make its best effort to support the Community Garden in identifying an alternative site if the development of the Town Center results in displacement of the Community Garden.

3. If, prior to expiration of this lease, the land is needed because of the Town Center Project, the Community Garden agrees to terminate this lease and vacate the space when notified by the Town. The Town agrees to give notice of at least sixty (60) days.

~~3.~~ 4. Notices shall be sent to:

For the Town:
Town Manager
Town of Morrisville
100 Town Hall Drive
Morrisville, NC 27560
bzuidema@townofmorrisville.org

For the Community Garden:
President
Morrisville Community Garden
P.O. Box 410
Morrisville, NC 27560
uthe.lisa@gmail.com

THIS AGREEMENT is executed this ____ day of _____, 2026.

TOWN OF MORRISVILLE

MORRISVILLE COMMUNITY GARDEN

BY: _____

BY: _____

PRINT: _____

PRINT: _____

TITLE: _____

TITLE: _____

EXHIBIT A to the COMMUNITY GARDEN LEASE

Location of the Property





EXHIBIT B to the COMMUNITY GARDEN LEASE

Bylaws as of September 2026

Board Members

- a) President – Lisa Uthe
- b) Vice President – Rod Winkler
- c) Treasurer - Katie Gwynn
- d) Secretary – Amy Heath
- e) Garden Coordinator – Rod Winkler
- f) At Large Board Member - Regina Kaiser

Article 1 - Purpose

- a) To operate a garden that allows community members to grow produce for their own use and also collectively donates produce to local food pantries.

Article 2 - Membership

- a) Membership shall be open to any resident of the Triangle, property owner or business operator who supports the purpose set forth in article 1.
- b) Membership is granted after completion and receipt of a membership application, hold harmless waiver, agreement to rules and payment of annual dues.
- c) Volunteer hours - Members are expected to volunteer a minimum of 20 hours per year to garden projects. These include mulching, weeding, watering and other on-site activities, or providing a presence at community events. Volunteer or community hours are logged by the member.
- d) New members will be limited to 1 bed to manage for a trial period of one year.
- e) At the end of each season, beds must be cleaned (i.e., remove all plant materials/weeds), mulched and made ready for the next season of planting.
- f) The amount of annual dues is to be determined annually by the Board of Directors based on expected expenses for the coming year and in keeping with the declared purpose of the garden.

- g) At this time, annual dues are \$96 per bed per calendar year, paid upon application for membership and due Mar 1.
- h) The year begins March 1st and membership dues may be prorated for late joiners.
- i) Each paid membership covers all household members.
- j) Unused dues are not refundable except in the case of a special determination by the Board of Directors.
- k) Rights, privileges and obligations of a member are not transferable to another person and terminates upon cessation of membership whether by death, resignation or otherwise.
- l) A register of members, including full name, address, telephone number and email address of each member shall be kept by the Secretary.
- m) None of this information shall be given to any other party, except as needed in relation to the garden, without the express consent of the member.
- n) Each membership household shall be eligible to appoint a single voting representative to cast the member's vote in association elections.
- o) Subject to the rules of the garden, a member can have their membership terminated by a majority vote of the membership or by a simple majority vote by the Board of Directors.

Article 3 - Meeting of Members

- a) Meetings shall be held monthly, at a time and place designated by the President or the Board of Directors.
- b) Monthly meetings are open to members.
- c) An annual meeting shall take place in the month of May, the specific time, date and location of which will be designated by the Board of Directors.
- d) At the annual meeting, the members shall elect directors and officers, receive reports on the activities of the Garden and determine the direction of the Garden for the coming calendar year.
- e) Nominations for directors and officers may be made in advance of the elections, or from the floor at the meeting at which elections are being held.
- f) Replacement of officers between elections, as necessitated by special circumstances, will be voted on at the next membership meeting in a timely fashion.
- g) Special Meetings: special meetings may be called by the President, the Board of Directors, or a simple majority of the Board of Directors. A petition signed by five percent of the voting members may also call a special meeting.
- h) The members present at any properly announced meeting shall constitute a quorum.
- i) Voting: all issues to be voted shall be decided by a simple majority of those present at the meeting at which the vote takes place.
- j) Robert's Rules of Order, the latest version, shall govern.

Article 4 - Records and Reports

Records and Reports will be kept of:

- a) Meeting Minutes
- b) Treasurer's report
- c) Membership List
- d) Material Inventory
- e) Warnings, with reasons
- f) Notices of termination of membership, with reasons

Article 5 – Board of Directors

- a) Board role, size and compensation: The board is responsible for the overall policy and direction of the Garden and delegates responsibility of day-to-day operations. The board shall have up to 9 members, but not fewer than 4 members. The board members receive no compensation.
- b) Terms: All Board members shall serve one-year terms, but are eligible for re-election. Malfeasance or the abandonment of responsibilities will be considered sufficient basis for removal of an officer.
- c) Officers and Duties: There shall be five officers of the Board, consisting of a President, Vice President, Secretary, Treasurer, and a Garden Coordinator. Their duties are as follows:
 - d) President – Sets goals for the organization, signs all legal documents, supervises volunteers and activities of the organization, sends out monthly meeting agendas, and presides at meetings.
 - e) Vice President – Takes over the office of President if that office is vacated for any reason. The Vice President also presides at meetings when the President is unable to attend or when the President must step down from the chair because he or she wishes to debate an issue. The Vice President also presides if the President is being censured or if a motion is being made that concerns only the President. The Vice President may also chair special committees as designated by the board.
 - f) Secretary – The Secretary shall be responsible for keeping records of board actions, including the taking of minutes at all Board meetings, sending out minutes, and is charged with making sure that Corporate records are maintained, including the bylaws. The Secretary presides at meetings in which the President and Vice President are absent.
 - g) Treasurer – The Treasurer shall make a report at each Board meeting, maintain all of the financial records receive and deposit dues payments and donations and provide receipts for these payments. The Treasurer shall keep records such that a committee can audit the books at the end of each fiscal year and will balance and reconcile the Garden's account. The Treasurer presides at meetings in which the President, Vice President and Secretary are absent or until the assembly elects a temporary Chairman.

- h) Garden Coordinator – The Garden Coordinator shall be directly responsible for overseeing day-to-day operations of the Garden.
- i) Tools & Equipment Manager – Maintain an inventory of tools and equipment. Make any necessary repairs, if able, and inform Board if any tools or outside repairs are necessary. Oversight of equipment by members to ensure all are used and stored properly.
- j) At-Large Board Member – as determined by existing Board, at large member (or members) may be asked to join if it is deemed that they are members in good standing and they have contributed both time and expertise, and willingness to help oversee the Garden as needed.
- k) Resignation from the Board: Resignation from the Board must be in writing and received by the Secretary. A Board member shall be terminated from the Board due to excessive absences, or more than two unexcused absences within one year. A board member may be removed by a three-fourths vote of the remaining Board Members.

Article 6 – Committees

- a) Committee Formation: The Board may create committees as needed. The President appoints all Committee Chairs.
- b) Fundraising Committee – Continually seek out opportunities for donations and grants. Develop a method to thank donors for their generosity.
- c) Tool and Equipment Committee – Obtain tools, develop ideas for tool storage and sharing between members, maintain tools.
- d) Finance Committee – The Treasurer shall be the chair of the Finance Committee, which shall include at least three other Board members. The committee is responsible for developing and reviewing fiscal procedures and fundraising plans. The Board must approve any budget and all expenditures must be within budget. The fiscal year shall be the Calendar Year. Annual reports are required to be submitted to the Board showing income, expenditures and pending income. The financial records of the Garden are public information and shall be made available to the membership, Board members and the public.
- e) Membership Committee – The Garden Coordinator shall be the chair of the Membership Committee, which shall include at least three other garden members. The committee shall support the community with the following activities:
 - 1. Meet with new potential members to tour the garden and explain the rules, such as what can and cannot be planted, required donations to the food bank and the volunteer commitment of being a member.
 - 2. Responsible for being mentors to new and current gardeners if they need some help with filling out the logging sheets for community time and donations to the food bank.
 - 3. Collect and track new member applications, hold harmless waivers, agreement to rules and membership dues

4. Make sure dues are given to the Treasurer and the paperwork to the Secretary
5. Report to the monthly meeting of any potential new members and members that might be leaving
6. Help with membership outreach. We can use updated business cards and brochures about the garden and something to hand out about joining it. Could be available at the Ed Garden.
7. Review the garden rules and remind members to keep their garden in the assigned space, no structures over 5 feet, not to add to the length or width of the bed and how to rotate crops.

Article 7 – Funds and Accounts

- a) The funds of Morrisville Community Garden must be kept in an account in its name in a financial institution decided by the Board.
- b) Records and accounts must be kept in the English language showing full and accurate particulars of all financial affairs.
- c) All amounts received must be deposited in the financial institution as soon as practicable after receipt.
- d) A receipt book must be maintained and receipts issued for all funds received, whether these are by cash or check.

Article 8 – Amendments

- a) The bylaws may be amended when necessary by a majority vote of members present at a meeting of the Board of Directors. Amendments must be presented to the Secretary to be sent out with other Board announcements.
- b) These bylaws may be rescinded and dissolved when necessary by a majority vote at a meeting of the Board of Directors.

Article 9 – General

- a) Non-Profit – The assets and income of Morrisville Community Garden shall be applied solely in the furtherance of running the community garden(s) and no portion shall be distributed directly or indirectly to the members of the Garden except as bona fide compensation for services rendered or expenses incurred on behalf of the organization.
- b) Dissolution – In the event of the organization being dissolved, the amount that remains after such dissolution and the satisfaction of all debts and liabilities shall be transferred to any organization with similar purposes which is not carried on the profit or gain of its individual members.

EXHIBIT C to the COMMUNITY GARDEN LEASE

MORRISVILLE COMMUNITY GARDEN RULES

1. Members must complete and record 20 volunteer hours at the Garden or Garden events per year. These hours must benefit the Garden as a whole.
2. Harvest only from your own bed.
3. Do not use synthetic chemical herbicides or pesticides without permission of the Board.
4. Bed boundaries must be observed. Do not allow plants to spillover into the aisles, including the area between beds and fences.
5. No invasive or rapidly spreading species are permitted. This includes but is not limited to mint, lemon balm, and morning glory. No cut green bamboo can touch the ground.
6. No Garden member can operate any equipment larger than a hand tool within the Garden without permission of the Board.
7. No pets are permitted in the Garden.
8. Small children must be closely supervised.
9. Abandoned plots will revert to the Board for management. A plot will be considered abandoned if it is not maintained for 30 during the primary growing season, May through October. Contact a Board member if you are unable to garden for a significant period of time.
10. All documents and financial transactions must have a single Garden member's name to be valid.
11. No dues will be refunded.

**LEASE AGREEMENT BETWEEN THE TOWN OF MORRISVILLE AND THE
MORRISVILLE COMMUNITY GARDEN, INC.**

This AGREEMENT made and entered into as of _____, 2026, by and between the Town of Morrisville, a municipal corporation of the State of North Carolina (hereinafter "the Town") and the Morrisville Community Garden, Inc., a not-for-profit corporation of the State of North Carolina (sometimes hereinafter referred to as "Community Garden").

WITNESSETH:

WHEREAS, the Town and the Morrisville Community Garden, Inc. wish to work together to provide an area suitable for a community garden; and

WHEREAS, the Town has previously granted Morrisville Community Garden, Inc. permissive use of a portion of Town-owned real property located at 219 Church Street, Morrisville, North Carolina, as more particularly identified in Deed Book 1979, Page 2670, PIN # 0755045903; and

WHEREAS, the parties hereto have mutually agreed to the terms of this Lease Agreement as hereinafter set out.

NOW, THEREFORE, in consideration of the premises and the mutual promises contained herein, the parties to this agreement hereby agree as follows:

A. Lease:

Pursuant to G.S. §160-272 and in consideration of payment as outlined herein and such other mutual promises and covenants as hereinafter contained, the Town hereby leases the site shown on EXHIBIT A attached hereto to the Community Garden for the purpose of operating a community garden. The terms and conditions of the Agreement, and the respective rights and obligations of the parties are set forth in this Agreement.

B. Morrisville Community Garden Rights, Obligations, and Responsibilities:

1. The Community Garden agrees and affirms that the Town shall not be responsible for any cost or expense arising from the operation of the community garden.
2. The Community Garden agrees and affirms that the Town shall not be responsible for providing any labor, materials or supplies required for the maintenance or general operation of the community garden.
3. The Community Garden agrees to maintain a water account in the Community Garden's name with the Town of Cary and to be solely responsible for the payment of the water account.
4. The Community Garden agrees to maintain a set of by-laws (see EXHIBIT B), governing the operations of the non-profit corporation. The Community Garden may modify its by-laws from time to time, and will submit the revised by-laws via email to the Town within 30 days of any revision to the by-laws.
5. The Community Garden agrees to adopt rules and regulations (See EXHIBIT C), approved by the Town, governing the use of the Town property by its members for the purpose of a community garden. The Community Garden may modify its rules and regulations from time to time, and will submit a set of revised rules via email to the Town within 30 days of any revision of the rules.
6. The Community Garden agrees to allow membership into its corporation by any resident of the Town of Morrisville, without discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, national origin, political affiliation, age, disability, genetic information, or other protected characteristic. It is understood and agreed that the Community Garden may have other conditions and requirements for membership (such as payment of dues) which are applicable to all members.
7. The Community Garden shall provide annually (and no later than September 1) a Certificate of Liability Insurance showing a commercial general liability insurance of at least 1 million dollars (\$1,000,000.00) per occurrence, with the Town listed as an "Additional Insured".
8. The Community Garden may not assign or encumber this Agreement or its interest in the community garden under this Agreement without first obtaining the written consent of Town, which consent may be withheld for any reason or for no reason whatsoever.

9. If the Community Garden elects to terminate this Agreement, then it shall give notice of the cancellation to the Town and its members with at least 60 days' notice prior to closing the community garden. The Community Garden shall vacate the community garden within 15 days following the effective date of the cancellation.

C. Town Rights, Obligations, and Responsibilities:

1. The Town hereby agrees to lease to the Community Garden a plot of land approximately ¼- acre in size and the adjacent storage buildings located behind the primary structure at 219 Church Street, Morrisville, North Carolina for the sole purpose and use as a community garden. Any use of additional property or buildings at this location by the Community Garden will require written permission by the Town.

2. The Town agrees to allow any and all members in good standing of Morrisville Community Garden, Inc., to enter upon the Town's property at 219 Church Street, Morrisville, North Carolina, when acting and performing work in accordance with the rules and regulations of the Morrisville Community Garden, Inc.

3. Failure to maintain the required insurance in force is cause for the termination of the Lease Agreement. In the event that the Community Garden fails to maintain and keep in force the insurance herein required, the Town has the right to cancel and terminate the Lease Agreement, without notice.

4. If the Community Garden shall neglect or fail to perform or observe any terms of the Lease Agreement contained herein, then the Town may give the Community Garden written notice of such default and of its intent to terminate this Lease Agreement. If, after thirty (30) days, the Community Garden continues in default, the town may terminate this Lease Agreement.

5. Any notices given under this Lease Agreement shall be in writing and shall be deemed given when mailed, certified mail return receipt requested, to the addresses shown below.

D. Joint Rights, Obligations, and Responsibilities:

1. A Town of Morrisville representative appointed by the Town Manager will serve as a liaison to the Morrisville Community Garden and, as deemed necessary by the Town, to their Executive Committee. The Town liaison will address any

contractual or operational questions raised by the Community Garden and will pose any contractual or operations questions from the Town to the Community Garden.

2. The Parties shall make efforts to conduct a joint meeting annually in July to discuss community garden operations, any challenges, and potential map plans. Meetings may be called by either of the Parties so long as a minimum of 7 days' notice is given.

E. Lease Agreement and Other Terms and Conditions:

1. The term of this Lease Agreement shall be for a period of three (3) years commencing as of the effective date of this Lease Agreement.

2. The Parties acknowledge that the Town intends to develop the Town Center project that may impact the community garden in the future. The Parties further acknowledge that the Town will make its best effort to support the Community Garden in identifying an alternative site if the development of the Town Center results in displacement of the Community Garden.

3. If, prior to expiration of this lease, the land is needed because of the Town Center Project, the Community Garden agrees to terminate this lease and vacate the space when notified by the Town. The Town agrees to give notice of at least sixty (60) days.

4. Notices shall be sent to:

For the Town:
Town Manager
Town of Morrisville
100 Town Hall Drive
Morrisville, NC 27560
bzuidema@townofmorrisville.org

For the Community Garden:
President
Morrisville Community Garden
P.O. Box 410
Morrisville, NC 27560
uthe.lisa@gmail.com

THIS AGREEMENT is executed this ____ day of _____, 2026.

TOWN OF MORRISVILLE

MORRISVILLE COMMUNITY GARDEN

BY: _____

BY: _____

PRINT: _____

PRINT: _____

TITLE: _____

TITLE: _____

EXHIBIT A to the COMMUNITY GARDEN LEASE

Location of the Property





EXHIBIT B to the COMMUNITY GARDEN LEASE

Bylaws as of September 2026

Board Members

- a) President – Lisa Uthe
- b) Vice President – Rod Winkler
- c) Treasurer - Katie Gwynn
- d) Secretary – Amy Heath
- e) Garden Coordinator – Rod Winkler
- f) At Large Board Member - Regina Kaiser

Article 1 - Purpose

- a) To operate a garden that allows community members to grow produce for their own use and also collectively donates produce to local food pantries.

Article 2 - Membership

- a) Membership shall be open to any resident of the Triangle, property owner or business operator who supports the purpose set forth in article 1.
- b) Membership is granted after completion and receipt of a membership application, hold harmless waiver, agreement to rules and payment of annual dues.
- c) Volunteer hours - Members are expected to volunteer a minimum of 20 hours per year to garden projects. These include mulching, weeding, watering and other on-site activities, or providing a presence at community events. Volunteer or community hours are logged by the member.
- d) New members will be limited to 1 bed to manage for a trial period of one year.
- e) At the end of each season, beds must be cleaned (i.e., remove all plant materials/weeds), mulched and made ready for the next season of planting.
- f) The amount of annual dues is to be determined annually by the Board of Directors based on expected expenses for the coming year and in keeping with the declared purpose of the garden.

- g) At this time, annual dues are \$96 per bed per calendar year, paid upon application for membership and due Mar 1.
- h) The year begins March 1st and membership dues may be prorated for late joiners.
- i) Each paid membership covers all household members.
- j) Unused dues are not refundable except in the case of a special determination by the Board of Directors.
- k) Rights, privileges and obligations of a member are not transferable to another person and terminates upon cessation of membership whether by death, resignation or otherwise.
- l) A register of members, including full name, address, telephone number and email address of each member shall be kept by the Secretary.
- m) None of this information shall be given to any other party, except as needed in relation to the garden, without the express consent of the member.
- n) Each membership household shall be eligible to appoint a single voting representative to cast the member's vote in association elections.
- o) Subject to the rules of the garden, a member can have their membership terminated by a majority vote of the membership or by a simple majority vote by the Board of Directors.

Article 3 - Meeting of Members

- a) Meetings shall be held monthly, at a time and place designated by the President or the Board of Directors.
- b) Monthly meetings are open to members.
- c) An annual meeting shall take place in the month of May, the specific time, date and location of which will be designated by the Board of Directors.
- d) At the annual meeting, the members shall elect directors and officers, receive reports on the activities of the Garden and determine the direction of the Garden for the coming calendar year.
- e) Nominations for directors and officers may be made in advance of the elections, or from the floor at the meeting at which elections are being held.
- f) Replacement of officers between elections, as necessitated by special circumstances, will be voted on at the next membership meeting in a timely fashion.
- g) Special Meetings: special meetings may be called by the President, the Board of Directors, or a simple majority of the Board of Directors. A petition signed by five percent of the voting members may also call a special meeting.
- h) The members present at any properly announced meeting shall constitute a quorum.
- i) Voting: all issues to be voted shall be decided by a simple majority of those present at the meeting at which the vote takes place.
- j) Robert's Rules of Order, the latest version, shall govern.

Article 4 - Records and Reports

Records and Reports will be kept of:

- a) Meeting Minutes
- b) Treasurer's report
- c) Membership List
- d) Material Inventory
- e) Warnings, with reasons
- f) Notices of termination of membership, with reasons

Article 5 – Board of Directors

- a) Board role, size and compensation: The board is responsible for the overall policy and direction of the Garden and delegates responsibility of day-to-day operations. The board shall have up to 9 members, but not fewer than 4 members. The board members receive no compensation.
- b) Terms: All Board members shall serve one-year terms, but are eligible for re-election. Malfeasance or the abandonment of responsibilities will be considered sufficient basis for removal of an officer.
- c) Officers and Duties: There shall be five officers of the Board, consisting of a President, Vice President, Secretary, Treasurer, and a Garden Coordinator. Their duties are as follows:
 - d) President – Sets goals for the organization, signs all legal documents, supervises volunteers and activities of the organization, sends out monthly meeting agendas, and presides at meetings.
 - e) Vice President – Takes over the office of President if that office is vacated for any reason. The Vice President also presides at meetings when the President is unable to attend or when the President must step down from the chair because he or she wishes to debate an issue. The Vice President also presides if the President is being censured or if a motion is being made that concerns only the President. The Vice President may also chair special committees as designated by the board.
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- i) Tools & Equipment Manager – Maintain an inventory of tools and equipment. Make any necessary repairs, if able, and inform Board if any tools or outside repairs are necessary. Oversight of equipment by members to ensure all are used and stored properly.
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- k) Resignation from the Board: Resignation from the Board must be in writing and received by the Secretary. A Board member shall be terminated from the Board due to excessive absences, or more than two unexcused absences within one year. A board member may be removed by a three-fourths vote of the remaining Board Members.

Article 6 – Committees

- a) Committee Formation: The Board may create committees as needed. The President appoints all Committee Chairs.
- b) Fundraising Committee – Continually seek out opportunities for donations and grants. Develop a method to thank donors for their generosity.
- c) Tool and Equipment Committee – Obtain tools, develop ideas for tool storage and sharing between members, maintain tools.
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7. Review the garden rules and remind members to keep their garden in the assigned space, no structures over 5 feet, not to add to the length or width of the bed and how to rotate crops.

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- a) The bylaws may be amended when necessary by a majority vote of members present at a meeting of the Board of Directors. Amendments must be presented to the Secretary to be sent out with other Board announcements.
- b) These bylaws may be rescinded and dissolved when necessary by a majority vote at a meeting of the Board of Directors.

Article 9 – General

- a) Non-Profit – The assets and income of Morrisville Community Garden shall be applied solely in the furtherance of running the community garden(s) and no portion shall be distributed directly or indirectly to the members of the Garden except as bona fide compensation for services rendered or expenses incurred on behalf of the organization.
- b) Dissolution – In the event of the organization being dissolved, the amount that remains after such dissolution and the satisfaction of all debts and liabilities shall be transferred to any organization with similar purposes which is not carried on the profit or gain of its individual members.

EXHIBIT C to the COMMUNITY GARDEN LEASE

MORRISVILLE COMMUNITY GARDEN RULES

1. Members must complete and record 20 volunteer hours at the Garden or Garden events per year. These hours must benefit the Garden as a whole.
2. Harvest only from your own bed.
3. Do not use synthetic chemical herbicides or pesticides without permission of the Board.
4. Bed boundaries must be observed. Do not allow plants to spillover into the aisles, including the area between beds and fences.
5. No invasive or rapidly spreading species are permitted. This includes but is not limited to mint, lemon balm, and morning glory. No cut green bamboo can touch the ground.
6. No Garden member can operate any equipment larger than a hand tool within the Garden without permission of the Board.
7. No pets are permitted in the Garden.
8. Small children must be closely supervised.
9. Abandoned plots will revert to the Board for management. A plot will be considered abandoned if it is not maintained for 30 during the primary growing season, May through October. Contact a Board member if you are unable to garden for a significant period of time.
10. All documents and financial transactions must have a single Garden member's name to be valid.
11. No dues will be refunded.



Proclamation

*Recognizing September as Veteran Suicide
Awareness Month*

WHEREAS, the United States owes an enduring debt of gratitude to the men and women who have served in our Armed Forces, defending our freedoms with courage, honor, and sacrifice; and

WHEREAS, far too many of our nation's veterans face invisible wounds, including post-traumatic stress, depression, and other mental health challenges, which can place them at increased risk for suicide; and

WHEREAS, the loss of even one veteran to suicide is a tragedy that impacts families, friends, and communities across our nation; and

WHEREAS, raising awareness, reducing stigma, and ensuring access to timely, effective mental health care are essential steps in preventing veteran suicide; and

WHEREAS, The American Legion through its "Be The One" program at Lowe's Grove Post 416 has led local efforts to eliminate the stigma related to mental health treatment, and in-turn lower the number of veterans lost by suicide; and

WHEREAS, September is recognized nationally as Suicide Prevention Month, and we dedicate this month to honoring our veterans by renewing our commitment to their well-being and ensuring they know they are never alone.

NOW, THEREFORE, the Town Council of the Town of Morrisville does hereby proclaim September 2026 as Veteran Suicide Awareness Month in Morrisville, North Carolina and encourages all residents to learn the warning signs of suicide, reach out to veterans in need, and support programs that promote mental health and resilience.

TJ Cawley, Mayor

Kayla Bertling, Town Clerk

Town Council Agenda Item Report

Agenda Item No. 10.a

Submitted by: Rachel Cypher

Submitting Department Planning

Meeting Date: September 22, 2026

SUBJECT

Resolution Approving a Special Use Permit for the West Wake Solid Waste Facility

Recommendation:

Review the application against the Special Use Permit Standards in Section 2.5.6.D of the Unified Development Ordinance (UDO).

Updates/History of Briefing:

The public hearing for this item was opened on September 8th. The public hearing remains open. No changes to this item were requested by Council. The Town Attorney advised Council that if the burden of proof was met that procedurally that Town Council should vote to approve the application.

There were questions on clarification about transportation improvements. Section 8.1.3.C of the UDO states, "Site Plans funded and constructed by a state or local government agency are not required to construct public street improvements or provide a payment in lieu of construction of public street improvements, as required in Section 5.8.3 and 5.8.5, when the development fronts on and obtains vehicular access from a public street with a funded local, state, or federal improvement project."

Therefore, since there is a funded transportation project planned along Aviation Parkway and Wake County is a local government entity, the applicant is not required to install the improvements along Aviation Parkway called for in the Comprehensive Transportation Plan.

Executive Summary and Background Information:

Resolution 2026-291-0 of the Morrisville Town Council Approving a Special Use Permit for a Major Utility Facility use to accommodate the future development of the Western Wake Solid Waste Facility at 414 Aviation Parkway Wake County PIN 0755462762 (QUASI-26-0012).

The applicant, Wake County, is requesting the approval of a Special Use Permit for a Major Utility Facility use to accommodate the future development and operation of the West Wake Solid Waste Facility at 414 Aviation Parkway. The property is specifically identified by Wake County PIN 0755462762 and is located east of the intersection of Aviation Parkway and International Drive in the Industrial Management (IM) Zoning District. The property is comprised of approximately 13.71 acres and is currently the site of the Town of Morrisville's

Public Works Office and partially vacant. The site will be the future home of the West Wake Solid Waste Facility. On October 22nd 2024, a prior Special Use Permit was approved for a joint Wake County Convenience Center and Town of Morrisville Public Works Facility. The Morrisville Public Works Facility is no longer a part of this Special Use Permit. The Wake County Convenience Center has expanded to occupy the entirety of the site.

The West Wake Solid Waste Facility requires a Special Use Permit. The Special Use Permit review procedure is a quasi-judicial process in which the Town Council carefully applies the standards set in the Unified Development Ordinance to determine whether they have been met by the applicant.

Staff recommends reading ATTH 02 - Special Use Permit FAQ prior to the meeting. The quasi-judicial process consists of an evidentiary hearing, the purpose of which is to establish facts of the case, not to gather opinions about a given project. The hearing includes the introduction of evidence under oath, cross-examination of witnesses, and the making of "findings of fact" relevant to the case. North Carolina State Statute prohibits council members from having "undisclosed ex parte communications" with other parties on the case. This means that Council members can only consider evidence entered in the hearing record when deciding the case and cannot discuss the case with anyone outside of the formal hearing.

The applicant has provided evidence in support of the required findings in the application packet (ATTH 01) in the form of preliminary site plans. The applicant will also provide expert testimony at the hearing. If the requested Special Use Permit is approved, the project will then go through the formal Site Plan/Construction Plan review process at the staff level. The proposed project will need to meet all associated standards and conditions of the Special Use Permit as well as all requirements set forth in the Unified Development Ordinance (UDO) and Engineering Design and Construction Manual (EDCM) for Site Plan/Construction Plan approval. The project will need to be in substantial conformance with the included preliminary site plan, however, a much more detailed site plan will be submitted and reviewed during Site Plan/Construction Plan review.

Advisory Board/Committee Review:

None

Insert Date of Advisory Board/Committee Review:

Advisory Board/Committee Recommendation and/or Vote:

None

Potential Options:

Approve the Special Use Permit for the West Wake Solid Waste Facility.

Approve the Special Use Permit for the West Wake Solid Waste Facility with conditions.
Do Not Approve the Special Use Permit for the West Wake Solid Waste Facility.

Staff Recommendation:

None

ATTACHMENTS

- [2026-291-0 Resolution Approving the Application - THIS ITEM HAS BEEN UPDATED](#)
- [2026-291-0 ATTH 01 Applicant Packet](#)
- [2026-291-0 ATTH 02 Special Use Permit FAQ](#)
- [2026-291-0 ATTH 03 Maps](#)
- [2026-291-0 PRES Applicant](#)
- [2026-291-0 PRES Staff](#)



**RESOLUTION 2026-291-0 OF THE MORRISVILLE TOWN COUNCIL
APPROVING A SPECIAL USE PERMIT FOR A MAJOR FACILITY
USE TO ACCOMMODATE THE FUTURE DEVELOPMENT OF THE
WEST WAKE SOLID WASTE FACILITY AT 414 AVIATION
PARKWAY WAKE COUNTY PIN 0755462762 (QUASI-26-0012)**

WHEREAS, on June 1, 2026, Wake County, applicant, submitted an application for a Special Use Permit for a Major Utility Facility use to accommodate the future development and operation of a Convenience Center at 414 Aviation Parkway; and

WHEREAS, the property subject to the proposed Special Use Permit is identified by Wake County PIN 0755-46-2762 and depicted on Exhibit "A" attached hereto; and

WHEREAS, the Town Council held a public hearing on September 8, 2026 and September 22, 2026 on the requested Special Use Permit; and

WHEREAS, the requested Special Use Permit was duly advertised in accordance with all requirements of law; and

WHEREAS, based on the evidence and testimony presented at the September 8, 2026 and September 22, 2026 Town Council public hearing, the Morrisville Town Council hereby makes the following findings of fact for the request:

FINDINGS:

1. The subject property is located east of the intersection of Aviation Parkway and International Drive at the address of 414 Aviation Parkway. The property is comprised of approximately 13.71 acres.
2. The subject property is identified by Wake County PIN 0755462762 and is depicted on Exhibit B attached hereto.
3. The property is zoned Industrial Management (IM).
4. Based on the evidence and testimony received, the Council finds that:
 - A. Competent, material, and substantial evidence was presented at the quasi-judicial hearing that the proposed West Wake Solid Waste Facility (WWSWF) will not materially endanger the public health and safety. The WWSWF will enhance public health and safety. The WWSWF will offer expanded solid waste collection and management services and will replace the County's existing Convenience Center located 0.3 miles away, and which is over 30 years old. The WWSWF will include an internal site road running parallel to Aviation Parkway that will provide over 1,450 feet of space for residents' vehicles to line up without backing up onto Aviation Parkway (approximately 58 pickup trucks), which is a significant improvement over the limited space available at the existing Convenience Center (approximately 130 feet, which accommodates only 7 pickup trucks in line without backing up onto Aviation Parkway). The new WWSWF will lessen the traffic impacts on Aviation Parkway currently being caused by the existing Convenience Center and enhance public safety. The WWSWF will be constructed with 6 drop-off bays, with separate areas for different types of solid waste to be dropped off, and with separate circulation paths for customer vehicles and service vehicles, such that even

with the expanded services it will offer, the safety of residents using WWSWF will be enhanced and protected. The WWSWF will offer a place for residents to safely dispose of common household items that should not be disposed of in household garbage or recycling due to their potentially hazardous properties ("Household Hazardous Waste", or "HHW"), such as batteries, fluorescent light bulbs, paint and paint thinner, herbicides, pesticides, insecticides, and swimming pool chemicals. Specially-trained staff will sort the HHW by material type and package it in appropriate containers to ensure safe transport from WWSWF by a qualified vendor to an offsite qualified private processing facility. During the limited time HHW remains at the WWSWF before it is transported offsite, all flammable HHW will be stored in a specially constructed chemical storage unit equipped with a fire suppression system and secondary containment. The WWSWF will promote public health and safety by providing a safe and secure outlet for the disposal of HHW, rather than putting HHW in the household garbage or illegally dumping it. The WWSWF will be fully staffed with trained attendants, including attendants who are specially trained in handling HHW. All these same measures to safely collect and manage HHW have been successfully implemented at the other 3 Wake County Solid Waste Facilities that accept HHW. The HHW facility will include a concrete pad with an overhead canopy structure. All stored HHW will be under the canopy structure. Permanent HHW facilities are permitted through the North Carolina Department of Environmental Quality (NCDEQ), Division of Waste Management. The County will be submitting a permit application in accordance with the NC Administrative Code Title 15A Chapter 13 Solid Waste Management Rule .0300 – Treatment and Processing Facilities. Siting, operations, and closure site-specific information is required for NCDEQ review and approval. The WWSWF will be enclosed with a security fence and lockable gate, and the portion of the WWSWF where HHW is dropped off and temporarily stored until it is picked up will be surrounded by a separate security fence and separate lockable gate. The WWSWF will be monitored by security cameras 24 hours a day, 7 days a week. All these same measures to safely collect and manage solid waste, including HHW, have been successfully implemented at Wake County's 11 other Convenience Centers, including the County's 3 Solid Waste Facilities that accept HHW. There are Morrisville Fire Department and Morrisville Police Department stations approximately one mile from the proposed WWSWF, as well as a Duke Health Urgent Care and medical facility approximately three miles from the site.

B. The proposed development will comply with all regulations and standards generally applicable within the zoning district and specifically applicable to the particular type of Special Use.

The West Wake Solid Waste Facility will be designed to comply with all Morrisville UDO regulations and standards applicable within the Industrial Management (IM) zoning district to the construction and operation of the facility. Town of Morrisville planning staff determined that "Major Utility Facility" is the appropriate Use Category for the WWSWF under the Morrisville UDO's Principal Use Table. Pursuant to UDO Section 4.2.4, "Major Utility Facility" uses such as the WWSWF are allowed in the IM zoning district with approval of a Special Use Permit. The WWSWF will meet or exceed the requirements of Morrisville UDO Section 3.6.4, "Principal Intensity and Dimension Standards" (lot standards, setbacks, and building standards); UDO Section 5.4.4, "Tree Canopy Retention and Protection" (13% tree canopy required, 30% tree canopy provided); UDO Section 5.5.1, "Required Open Space;" and UDO Section 5.7, "Perimeter and Streetyard Buffers" (Type D buffer required and provided, as a minimum, along the

site's perimeter, Type G buffer required and provided along the site's Aviation Parkway frontage).

C. The proposed development will not substantially injure the value of adjoining property or is a public necessity.

The WWSFW is a public necessity because it will provide a place for residents of Morrisville, which is one of the fastest growing towns in North Carolina, to environmentally-responsibly drop off a variety of recyclable materials rather than throwing them in the household garbage, thereby diverting a variety of recyclable materials from entering the County's landfill, which has a finite amount of space and a limited lifespan remaining. The WWSFW is a public necessity because it will offer a place for Morrisville residents to safely dispose of HHW (common household items that should not be disposed of in household garbage due to their potentially hazardous properties such as batteries, fluorescent light bulbs, paint and paint thinner, herbicides, pesticides, insecticides, and swimming pool chemicals), rather than throwing HHW in the household garbage or illegally dumping HHW, both of which would harm the environment.

D. The proposed development will be in harmony with the intensity, scale, and character of development existing or planned in the surrounding area.

The proposed WWSWF is permitted as a special use in the Industrial Management (IM) zoning district. As a matter of law, this establishes a prima facie case that the use is in harmony with the surrounding area. The WWSWF is in harmony with the surrounding area in which it would be located. For approximately 30 years, Wake County has operated an existing Convenience Center less than half a mile away on Aviation Parkway. The new WWSFW will be constructed on a 13.7-acre parcel owned by the Town of Morrisville, with the WWSFW located on 6.7 acres. Some Morrisville Public Works structures will remain on the same parcel and in use. The adjoining properties are a mix of industrial, office, and residential uses, as well as open space to the east.

E. The proposed development will not cause undue traffic congestion or create a traffic hazard.

The proposed WWSWF will not cause undue traffic congestion or create a traffic hazard. The WWSWF will include an internal site road over 1,450 feet long running parallel to Aviation Parkway that will provide over 1,450 feet of space for residents' vehicles to line up without backing up onto Aviation Parkway (approximately 58 pickup trucks), which is a significant improvement over the limited space for vehicle stacking available at the County's existing Convenience Center less than a half mile away on Aviation Parkway. A Traffic Impact Analysis (TIA) has been prepared by a licensed North Carolina traffic engineer from Kimley-Horn and Associates, Inc. The TIA, which was performed in coordination with, and approved by, the Town of Morrisville and the North

Carolina Department of Transportation, identified improvements required to address traffic impacts associated with this project.

- F. The proposed development will not generate needs for transportation, water supply, sewage disposal, fire and police protection, and similar public services that cannot be adequately handled by available infrastructure and facilities.

The WWSWF will be for residential use only (not commercial), and residents will use their personal vehicles to drop off their household garbage, recyclable materials, and HHW. The only water supply needs generated by the WWSWF will be a few hose bibs and yard hydrants, fire hydrants, an eyewash station, and one restroom in the proposed small office building. The only sewage disposal needs generated by the WWSWF will be the restroom in the small office building on site, which will typically be used by only 4 or 5 attendants daily and which will not be open to the public. Fire and police protection needs will be no greater than those generated by the County's existing Convenience Center on Aviation Parkway, which has been located less than half a mile away for approximately 30 years.

- G. The proposed development will be consistent with the Comprehensive Plan.

The proposed WWSWF is consistent with the Morrisville Land Use Plan adopted in 2021, which identifies the parcel upon which it will be located with a future land use designation of "Institutional." One of the Key Considerations stated in the Land Use Plan for the "Institutional" land use designation is to "identify potential sites for long-term expansion of community facilities and related infrastructure that will be necessary to maintain the quality of services and amenities in Morrisville." The proposed WWSWF will replace, and will effectively serve as a long-term expansion of, the existing smaller Convenience Center which for approximately 30 years has been located approximately half a mile away on Aviation Parkway. The proposed WWSWF will offer expanded solid waste collection and management services necessary to maintain the quality of services and amenities available to the residents of fast-growing Morrisville by increasing the number of residents who can safely utilize the facility at the same time, as well as by providing a place for residents to safely dispose of HHW that should not be disposed of in household garbage such as batteries, fluorescent light bulbs, paint and paint thinner, herbicides, pesticides, insecticides, and swimming pool chemicals.

CONCLUSIONS:

Based on the foregoing Findings, the Town Council of the Town of Morrisville concludes that the applicant has met the requirements for approval of a Special Use Permit.

NOW, THEREFORE, BE IT RESOLVED THAT THE MORRISVILLE TOWN COUNCIL hereby approves the application for a Special Use Permit for a Major Utility Facility use to accommodate the future development of a Wake County Convenience Center at 414 Aviation Parkway, Wake County PIN 0755462762 subject to the following conditions:

1. In order to comply with all applicable Morrisville UDO requirements, Wake County will construct the portions of the Aviation Parkway road improvements for which the County is responsible, as identified in the TIA, prior to the receipt of any certification of occupancy or final plat approval.

2. All traffic movements to and from the proposed Future County Driveway, as referenced and proposed in the approved transportation impact analysis (TIA) for the West Wake Solid Waste Facility to be realigned and reconstructed, shall be controlled by the traffic signal that is also proposed in the TIA to control all traffic movements at the intersection of International Drive and Aviation Parkway

3. The proposed development shall be developed consistent with the sketch plan. Notwithstanding the foregoing, minor modifications to the approved site plan may be approved administratively consistent with the provisions of UDO Section 2.5.6.C(6)(d).

Adopted the 22nd day of September 2026

ATTEST:

TJ Cawley, Mayor

Kayla Bertling, Town Clerk

I, Kayla Bertling, Town Clerk of the Town of Morrisville, North Carolina, do hereby certify the foregoing to be a true copy of a resolution duly adopted at the meeting of the Town of Morrisville Town Council held on Tuesday, the 22nd day of September 2026.

IN WITNESS WHEREOF, I have hereunto set my hand and have caused the seal of the Town of Morrisville to be affixed this 22nd day of September 2026.

SEAL

I, _____, Notary Public, do hereby certify that this day Kayla Bertling, Town Clerk of the Town of Morrisville, NC personally appeared before me and acknowledged and certified before me that the foregoing and attached is a true and correct copy of Resolution Number 2026-291-0 entitled, "RESOLUTION 2026-291-0 OF THE MORRISVILLE TOWN COUNCIL APPROVING A SPECIAL USE PERMIT FOR MAJOR UTILITY FACILITY USE TO ACCOMMODATE THE FUTURE DEVELOPMENT OF A WAKE COUNTY CONVENIENCE CENTER AT 414 AVIATION PARKWAY WAKE COUNTY PIN 0755462762 (QUASI- 26-0012)" which was adopted by the Town Council of Morrisville at their regular meeting on 22nd day of September 2026, as taken from and compared with the official minutes of said Resolution on file with the Town Clerk.

Notary Signature

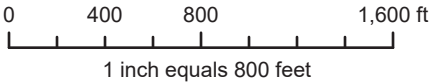
Seal

WITNESS my hand and notarial seal, this _____ day of _____ 2026.

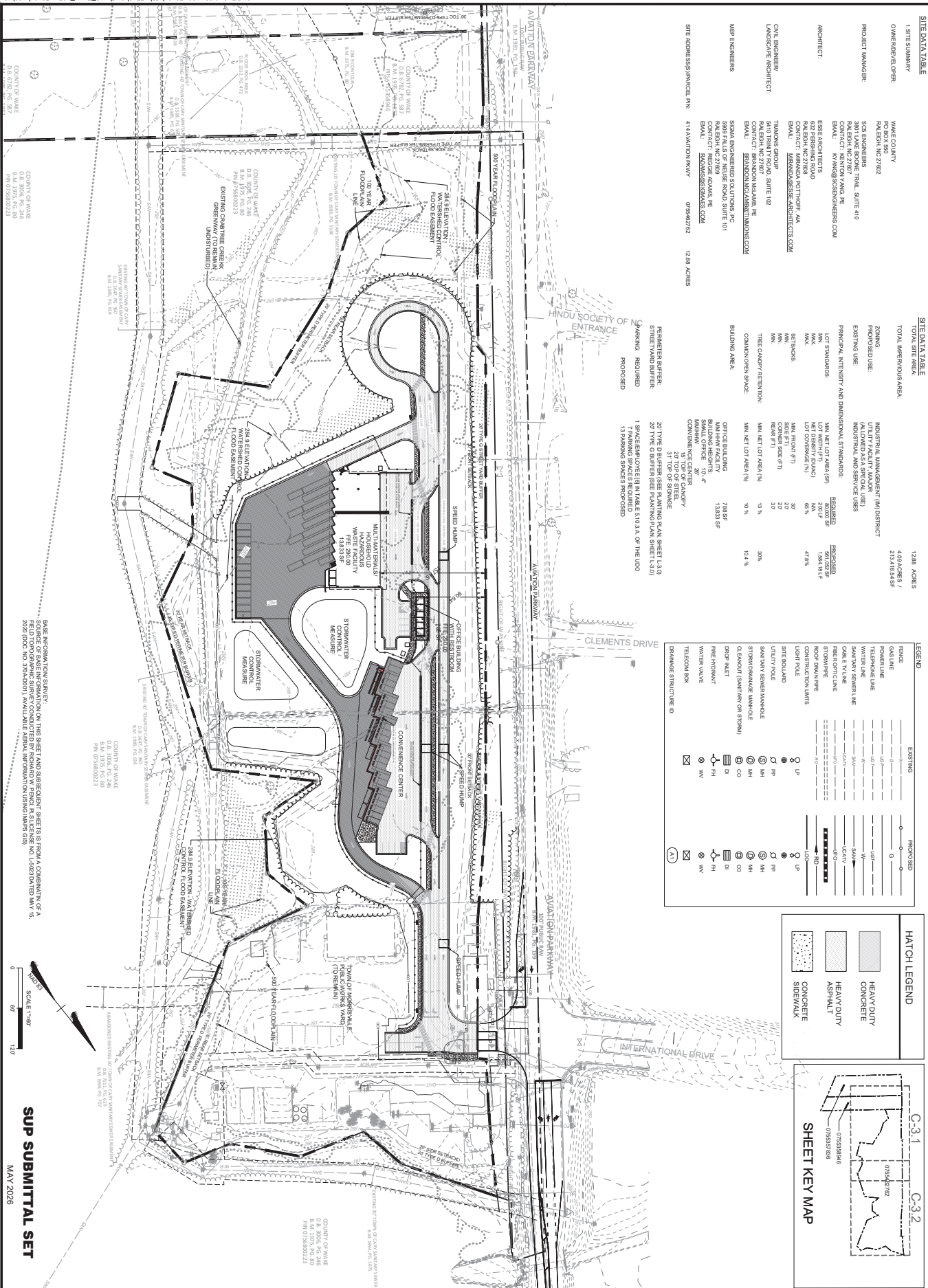
My commission expires _____.



Wake County:
Proposed Site 414
Aviation Parkway



Disclaimer
*iMaps makes every effort to produce and publish the most current and accurate information possible. However, the maps are produced for information purposes, and are **NOT** surveys. No warranties, expressed or implied, are provided for the data therein, its use, or its interpretation.*

[illegible]

SHEET TITLE	OVERALL SITE PLAN
PROJECT TITLE	WAKE COUNTY WEST WAKE SOLID WASTE FACILITY

CLIENT

WAKE COUNTY
FACILITIES DESIGN & CONSTRUCTION
P.O. BOX 550 RALEIGH, NC 27602

CAD FILE: SPECIAL USE PERMIT SET		SCS ENGINEERS, PC STEARNS, CONRAD AND SCHMIDT CONSULTING ENGINEERS, INC. 3801 LAKE BOONE TRAIL SUITE 410 • RALEIGH, NC 27607 PH. (919) 662-3015	
DATE:	MAY 2026	DWN. BY:	G/A R/VW BY:
SCALE:	AS SHOWN	021993312.20	
DRAWING NO.	C-3.0	CHK. BY:	APP. BY:
SHEET XX of XX			

Wake County West Wake Solid Waste Facility Special Use Permit – 09/08/2026

Permit applications includes:

- Attachment 01 – Town SUP Checklist
- Attachment 02 – Aerial and Adjacent Parcel Map
- Attachment 03 – Survey
- Attachment 04 – SUP Permit Application Drawings
- Attachment 05 – Approved Traffic Impact Analysis (Updated)
- Attachment 06 – Statement of Justification
- Attachment 07 – Appraiser’s Analysis
- Attachment 08 – Legal Description of Properties
- Attachment 09 – Conditions

Special Event Permit Approval Submittal Checklist			
For each listed item, check (✓) if provided, write "n/a" if the feature does not exist or is not proposed, and write "w" if a waiver from the requirement is justified because it is unnecessary in the particular case to determine compliance with applicable regulations.			Staff Use Only
✓, n/a, or w		Application Submittal Requirement	✓, n/a, or w
	B	Fire Department (919) 463-6123	
	1	If applicable, the Fire Department will need a NC Department of Labor inspection certification for any bounce houses. Please call ahead if you plan to drop forms off in person.	
	2	If applicable, the Fire Department will need to inspect any bounce houses on the day of the event. You must contact the Fire Marshal to schedule an inspection.	
	3	If applicable, the Fire Department will need to be notified of any performances that involve pyrotechnics. You must contact the Fire Marshal for any pyrotechnics approvals.	
	4	If applicable, the Fire Department will need to inspect any tents larger than 200 sq ft. The inspection would need to take place the day of the event. You must contact the Fire Marshal to schedule an inspection.	
	C	Police Department (919) 463-1600	
	1	If applicable, the Police Department will need approve of any proposed alternative traffic patterns and/or street closures that are needed for the event. NCDOT must also approve of any alternative traffic patterns and/or street closures that directly affect NCDOT-maintained roads.	
	2	If applicable, the Police Department will need to confirm that you have agreed to hire/assign off-duty/on-duty officers in order to manage crowds, alternative traffic patterns, and/or road closures.	
	D	Public Works Department (919) 463-7070	
	1	If applicable, you will need to work with the Public Works Department in order to obtain the necessary amount of traffic cones for any alternative traffic patterns and/or road closures. Road cones will be available for pickup prior to the event but must be returned afterwards. Applicants are responsible for setting up traffic cones. Traffic cone placement must adhere to alternative traffic patterns and street closures approved by the Police Department and Public Works.	
	E	Parks Rec. & Cult. Resources Department (919) 463-7110	
	1	If applicable, please finalize all facility/park space rental agreements with the Parks, Recreation, & Cultural Resources Department	
	F	Planning Department: (919) 463-6210	
	1	Please provide a diagram indicating all available parking areas for the event, tents/temporary structures, bounce houses, performance spaces, restroom facilities, and vendors. Please note that adequate restroom facilities for attendees are required. Parking areas not operated by the applicant must provide written permission for their use. If there is not enough parking at the site, off-site parking must be made available. A shuttle service is typically implemented whenever off-site parking is necessary. Any temporary structures must comply with the State Building Code.	
	2	Please notify adjoining property owners of your event and provide proof of notification. For course events on roadways, sidewalks, or trails such as run/walk events, cycling events, and parades you must place one (1) notification sign for every 3,280 feet (1 kilometer) of the course.	
	3	Please provide a route map for any course events.	
	4	You must contact the Planning Department once you have completed all applicable tasks listed above. The Planning Department will then verify task(s) completion with responsible departments and issue a permit.	

4.5.29 Special Use Permit

Special Use Permit Submittal Checklist			
For each listed item, check (✓) if provided, write "n/a" if the feature does not exist or is not proposed, and write "w" if a waiver from the requirement is justified because it is unnecessary in the particular case to determine compliance with applicable regulations.			Staff Use Only
✓, n/a, or w		Application Submittal Requirement	✓, n/a, or w
	A	Basic Information	
✓	1	Fee payment	
	B	Existing Conditions Map	

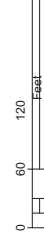
Special Use Permit Submittal Checklist			
For each listed item, check (✓) if provided, write "n/a" if the feature does not exist or is not proposed, and write "w" if a waiver from the requirement is justified because it is unnecessary in the particular case to determine compliance with applicable regulations.			Staff Use Only
✓, n/a, or w		Application Submittal Requirement	✓, n/a, or w
		Existing conditions map showing the following information, for an area including and within 500 feet of the site [8.5" x 11" or 11" x 17"]	
✓	1	Property lines	
✓	2	Zoning districts – boundaries and names	
✓	3	Notation of existing land uses	
✓	4	Names of existing and approved subdivisions and other developments	
✓	5	Existing and under-construction roadways and associated access rights-of-ways or easements (show name and label as public or private)	
✓	6	Existing and under-construction major water lines and fire hydrants	
✓	7	Existing and under-construction major sewer lines and pump stations/treatment facilities	
✓	8	Topographic contours (at intervals of not more than 5 feet)	
✓	9	Surface waters, FEMA 100-year floodway and floodway fringe boundaries	
✓	10	Inset map showing site's location relative to major roads	
✓	11	Title block showing name and address of site owner(s), name of plan designer, parcel identification number (PIN), date map prepared (and revised), bar scale, north arrow, and title "Existing Conditions Map"	
	C	Preliminary Site Plan	
		A preliminary site plan showing the following information for an area including and within 100 feet of the site [10 copies on 24"x 36" paper, at a scale of not less 1"=400', plus 2 copies on 8.5"x 11" or 11"x 17" paper]:	
✓	1	Property lines, with measured distances	
✓	2	Outline of existing and proposed structures (show total floor area and maximum height, plus setbacks of proposed structures from nearest property lines)	
✓	3	Outline of existing and proposed roadways [including proposed improvements] and driveways (show width and surface material), parking areas (show spaces and surface material), loading areas (show dimensions and surface material), and walkways (show surface material) – plus associated access rights-of-way and easements (show width) [Label roadways as public or private; note any access restrictions]	
✓	4	Existing or proposed vegetative screening and plantings along the perimeter and within parking areas (show location, type, and average mature height and spread)	
✓	5	Location of existing and proposed water lines (show diameter), fire hydrants, and/or wells (show capacity) – plus associated utility easements (show width) [Note water service provider]	
✓	6	Location of existing and proposed sewer lines (show diameter) and pump stations/treatment facilities (show capacity) – plus associated easements (show width) [Note sewer service provider], or outline existing and proposed septic tank and fields (including repair area)	
✓	7	Location and depth of proposed streetyard and perimeter bufferyards, plus proposed screening measures [For plantings, show location, type, and average mature height and spread; for berms, walls, and fences, show height; for existing vegetation, outline area and show general type, average height and spread, and indicate intensity]	
n/a	8	Location and width of riparian and watershed buffers	
✓	9	Notation of the amount of impervious surface coverage (sq. ft. and as % of total site area)	
✓	10	Topographic contours (at intervals of not more than 5 feet)	
✓	11	Surface waters, FEMA 100-year floodway and floodway fringe boundaries	
✓	12	Location, type, and relevant dimensions/capacities of stormwater management structures and other devices (if in a water supply watershed or if stormwater management is required) – plus associated easements (show width)	
✓	13	Location of existing and proposed signs (show type (ground, pole, etc.) and size (per side))	
✓	14	Inset map showing site's location relative to County's municipalities and major roads	
✓	15	Title block showing name and address of site owner(s), name of plan designer, parcel identification number (PIN), date map prepared (and revised), bar scale, north arrow, and title "Preliminary Special Use Permit Site Plan"	
	D	Other	
✓	1	List of the parcel identification numbers (PINs) and owners (and their mailing addresses) of all parcels 500 feet. This is provided by the Planning Department upon request.	
✓	2	Traffic Impact Analysis or Reduced Analysis	

Special Use Permit Submittal Checklist			
For each listed item, check (✓) if provided, write "n/a" if the feature does not exist or is not proposed, and write "w" if a waiver from the requirement is justified because it is unnecessary in the particular case to determine compliance with applicable regulations.			Staff Use Only
✓, n/a, or w		Application Submittal Requirement	✓, n/a, or w
✓	3	Statement of justification presenting factual evidence supporting each of the required Conclusions found in UDO Section 2.5.5.D	

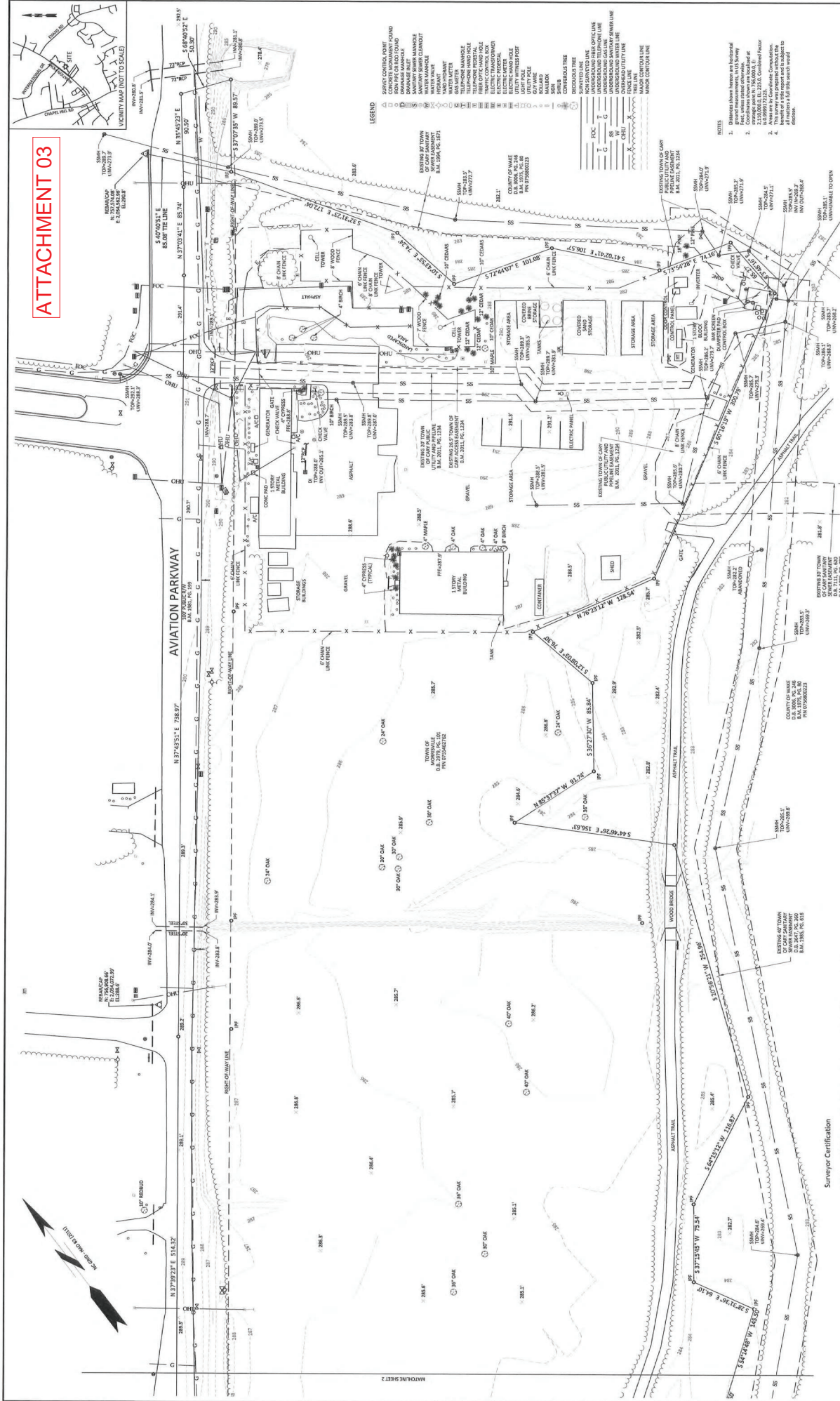
4.5.30 Stormwater Variance

Stormwater Variance Submittal Checklist			
For each listed item, check (✓) if provided, write "n/a" if the feature does not exist or is not proposed, and write "w" if a waiver from the requirement is justified because it is unnecessary in the particular case to determine compliance with applicable regulations.			Staff Use Only
✓, n/a, or w		Application Submittal Requirement	✓, n/a, or w
	A	Documents to be Submitted	
	1	Fee payment	
	2	Statement of justification presenting factual evidence supporting each of the required conclusions in Section 7.2.5 of the UDO	
	B	Existing Conditions Map	
		An existing conditions map showing the following information for an area including and within 1,000 feet of the site [8.5"x 11" or 11"x 17"]	
	1	Property lines	
	2	Zoning districts – boundaries and names	
	3	Notation of existing land uses	
	4	Names of existing and approved subdivisions and other major developments	
	5	Existing and under-construction stormwater management facilities and associated access rights-of-ways or easements	
	6	Existing and under-construction roadways and associated access rights-of-ways or easements (show name and label as public or private)	
	7	Topographic contours (at intervals of not more than 10 feet)	
	8	Surface waters, FEMA 100-year floodway and floodway fringe boundaries, flood hazard soils	
	9	Inset map showing site's location relative to County's municipalities and major roads	
	10	Title block showing name and address of site owner(s), name of plan designer, parcel identification number (PIN), date map prepared (and revised), bar scale, north arrow, and title "Existing Conditions Map"	
	C	Site Plan	
		A site plan showing the following information for an area including and within 50 feet of the site [24"x 36" at a scale of not less 1"=400']	
	1	Property lines, with measured distances	
	2	Topographic contours (at intervals of not more than 5 feet)	
	3	Surface waters, FEMA 100-year floodway and floodway fringe boundaries, flood hazard soils	
	4	Boundaries and identification of riparian buffer Zones One and Two	
	5	Location and relevant dimensions of any proposed structures, or structures proposed to be extended, to which the regulation proposed to be varied applies	
	6	Location and relevant dimensions of any existing structures, easements, etc. that substantially hinder strict compliance with the regulation proposed to be varied	
	7	Location and relevant dimensions of yards, setbacks, riparian areas, and other required areas that substantially hinder strict compliance with the regulation proposed to be varied	

AERIAL AND ADJACENT PARCEL MAP



ATTACHMENT 03



FIELD SURVEY BY: NRH FIELD SURVEY DATE: APRIL 2020 DRAWN BY: RWP CHECKED BY: TRI		DATE: 5/15/20 PROJECT No.: 3370-A DOCUMENT No.: 3370A-0001 SHEET No.: 1 OF 3	
PLAT OF BOUNDARY AND TOPOGRAPHIC SURVEY PREPARED FOR SCS ENGINEERS TOWN OF MORRISVILLE Deed Book: 3979 Page: 101 COUNTY OF WAKE Deed Book: 6782 Page: 387 & Deed Book: 2943 Page: 833		NORTH CAROLINA WAKE COUNTY	

THE WOOTEN COMPANY

100 North Boyer Avenue, Raleigh, NC 27603-4163

919.832.8331 fax 919.834.3389

Licenses Number: F-57115

Surveyor Certification

I, Richard W. Fenc, certify that this plat was prepared under my direct and responsible charge from an actual topographic survey made under my supervision and that the survey was performed in accordance with the standards of the North Carolina Surveying and Mapping Board, and that the datum is NAVD 83 (2011) as described in Note 2 hereon.

Richard W. Fenc

Richard W. Fenc, FAS L5023

Date 6/15/20

SPECIAL USE PERMIT
PRELIMINARY SITE PLAN

WAKE COUNTY - WEST WAKE SOLID WASTE FACILITY
PROJECT

WAKE COUNTY - FACILITIES DESIGN & CONSTRUCTION
P.O. BOX 550 RALEIGH, NC 27602

SITE DATA TABLE

1. SITE SUMMARY

OWNER: TOWN OF MORRISVILLE
100 TOWN HALL DRIVE
MORRISVILLE, NC 27560

DEVELOPER: WAKE COUNTY
P.O. BOX 550
RALEIGH, NC 27602

PROJECT MANAGER: SCS ENGINEERS
3801 LAKE BOONE TRAIL, SUITE 410
MORRISVILLE, NC 27560
CONTACT: KENTON YANG, PE

OWNER: KZANGS ENGINEERS, PC
602 PERRING ROAD
RALEIGH, NC 27602
CONTACT: MIRANDA POTTHOFF, AIA

ARCHITECT: ESSE ARCHITECTS
CONTACT: MIRANDA POTTHOFF, AIA

BMAIL: TIMMONS GROUP
5410 TRINITY ROAD, SUITE 102
RALEIGH, NC 27602
CONTACT: BRANDON NGAMB, PE

LANDSCAPE ARCHITECT: BRANDON NGAMB, PE
CONTACT: BRANDON NGAMB, PE

BMAIL: SGM ENGINEERED SOLUTIONS, PC
8900 FALLS OF NEUSE ROAD, SUITE 101
RALEIGH, NC 27602
CONTACT: REGGIE ADAMS, PE

MEP ENGINEERS: REGGIE ADAMS, PE
CONTACT: REGGIE ADAMS, PE

BMAIL: REGGIE ADAMS, PE
CONTACT: REGGIE ADAMS, PE

SITE ADDRESS/Parcel PIN: 414 AVIATION PKWY 075462762 12.88 ACRES

TOTAL SITE AREA: 12.88 ACRES

TOTAL IMPERVIOUS AREA: 4.89 ACRES / 213,416.54 SF (38% OF SITE AREA)

2. ZONING:

INDUSTRIAL MANAGEMENT (IM), DISTRICT
PROPOSED USE: UTILITY FACILITY, MAJOR
ALLOWED USE: INDUSTRIAL AND SERVICE USES

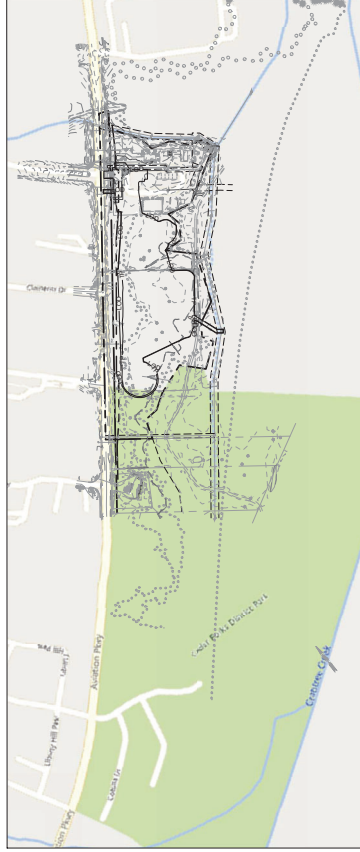
3. PRINCIPAL INTENSITY AND DIMENSIONAL STANDARDS:

LOT STANDARDS: MIN NET LOT AREA (SF) 80,000 SF
MAX LOT AREA (SF) 1,000,000 SF
MIN LOT WIDTH (FOOT) 100 FT
MAX LOT WIDTH (FOOT) 1,000 FT
LOT COVERAGE (%) 65%
BUILDING HEIGHTS: MIN FRONT (FT) 30 FT
MIN SIDE (FT) 10 FT
MIN REAR (FT) 20 FT
MAX STRUCTURE HEIGHT (FT) 100 FT
BUILDING STANDARDS: MIN BUILDING SEPARATION N/A
MAX BUILDING SEPARATION N/A

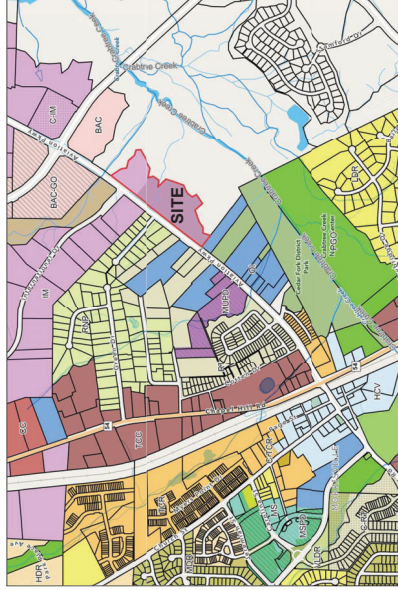
TREE CANOPY/RETENTION: MIN NET LOT AREA (%) 15%
COMMON OPEN SPACE: MIN NET LOT AREA (%) 10.9% (1.29 AC)

PERIMETER BUFFER: 20' TYPE D BUFFER (SEE PLANTING PLAN, SHEET L-3.0)
20' TYPE G BUFFER (SEE PLANTING PLAN, SHEET L-3.0)

PARKING: REQUIRED: 1 SPACE/EMPLOYEE (IN TABLE 5.10.3.A. OF THE LDO)
7 PARKING SPACES REQUIRED
PROPOSED 13 PARKING SPACES PROPOSED



VICINITY MAP
SCALE: 1"=500'



ZONING MAP
NOT TO SCALE

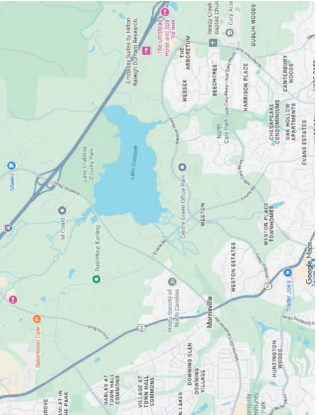
SIP SHEET LIST TABLE	
SHEET NO.	SHEET TITLE
C-1.1	CONCEPTUAL SITE PLAN
C-1.2	EXISTING CONDITIONS
C-1.3	PROPOSED SITE PLAN
C-3.0	OVERALL SITE PLAN
C-3.1	OVERALL SITE PLAN
C-4.0	GRADING PLAN
C-4.1	GRADING PLAN
C-5.0	OVERALL PLANTING PLAN

SIP SHEET LIST TABLE	
SHEET NO.	SHEET TITLE
C-1.1	CONCEPTUAL SITE PLAN
C-1.2	EXISTING CONDITIONS
C-1.3	PROPOSED SITE PLAN
C-3.0	OVERALL SITE PLAN
C-3.1	OVERALL SITE PLAN
C-4.0	GRADING PLAN
C-4.1	GRADING PLAN
C-5.0	OVERALL PLANTING PLAN

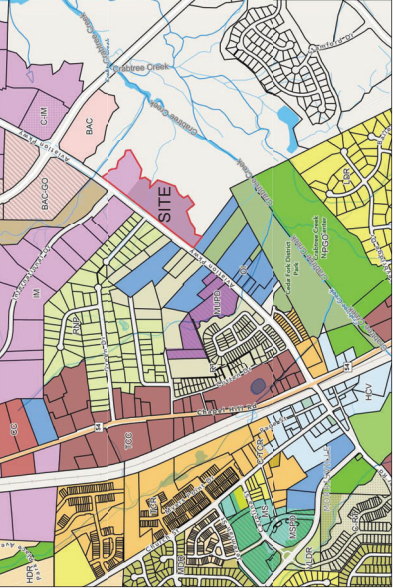
SPECIAL USE PERMIT
PRELIMINARY SITE PLAN

JULY 2026

SHEET XX of XX



BASE INFORMATION/ SURVEY:
SOURCE OF BASE INFORMATION ON THIS SHEET AND SUBSEQUENT SHEETS IS FROM A COMBINATION OF A
FIELD TOPOGRAPHIC SURVEY CONDUCTED BY RICHARD W. PENCL, PLS LICENSE NO. L-10233 DATED MAY 15,
2020 (DOC. NO. 370A-0001), AVAILABLE AERIAL INFORMATION USING MAPS.GIS, TREE SURVEYS
CONDUCTED BY SOIL & ENVIRONMENTAL CONSULTANTS, PLS LEAF & LMB ON 2/26/2022 (SITE) AND 4/23/2022
(FRONTAGE/ROW)



ZONING MAP (NOT TO SCALE)

**SPECIAL USE PERMIT
PRELIMINARY SITE PLAN**

OWNER	PROJ. NO. 120991512.20 DATE: 04/26/15		JULY 2016 SCALE: AS SHOWN DRAWING NO. C-1.1	SHEET XX of XX
	3801 LAKE BOONE TRAIL SUITE 410 • RALEIGH, NC 27607 STEARNS, CONRAD AND SCHMIDT SCS ENGINEERS, PC			
CLIENT	5/4 RIVE BR 04/26/15			

WAKE COUNTY
FACILITIES DESIGN & CONSTRUCTION
P.O. BOX 550 RALEIGH, NC 27602
TOWN OF MORRISVILLE
100 TOWN HALL DRIVE
MORRISVILLE, NC 27560

EXIST TITLE

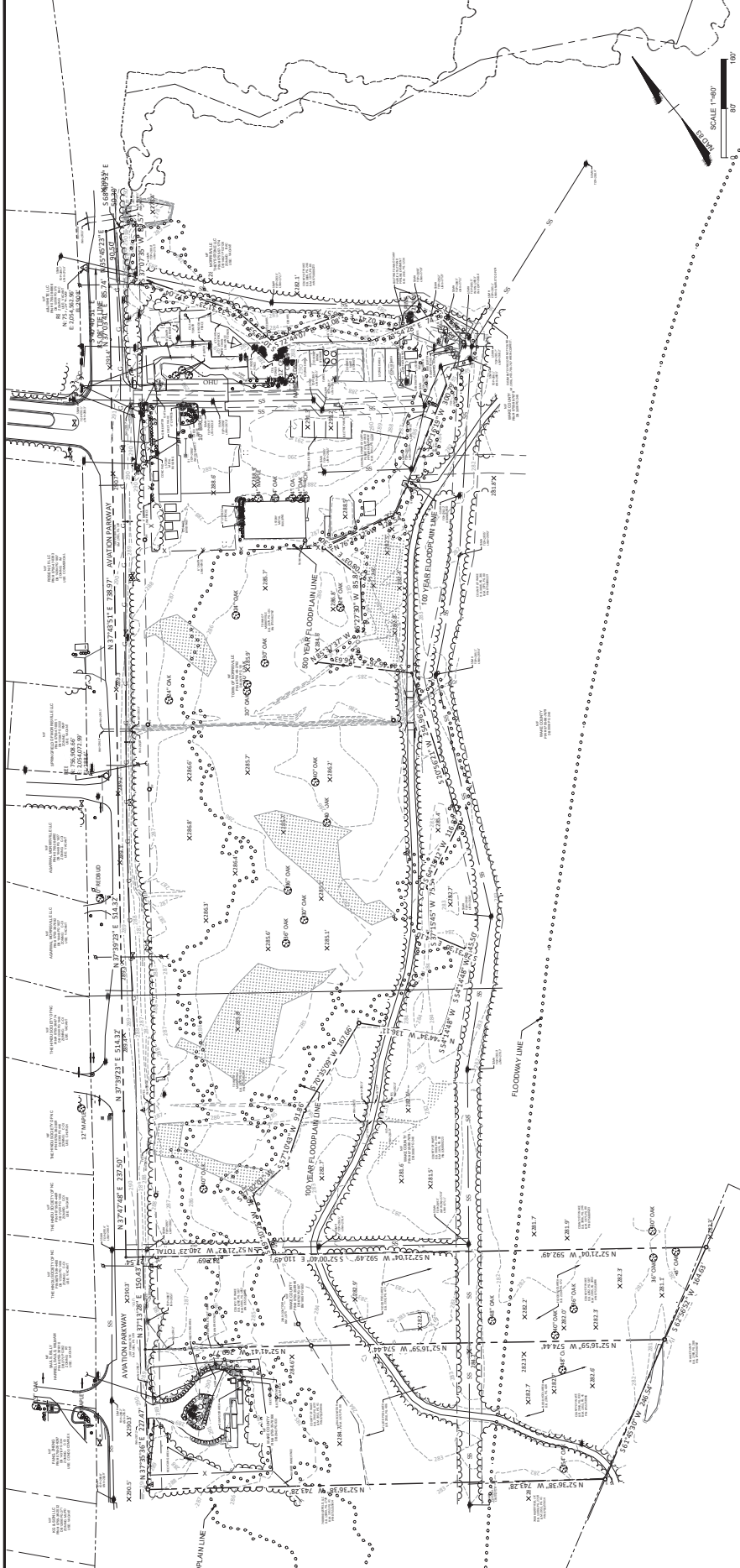
EXISTING CONDITIONS

WAKE COUNTY

WEST WAKE SOLID WASTE FACILITY

PIN: 0755462762

NO.	REVISION	DATE
▽		
▽		
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DATE: JULY 2026
SCALE: AS SHOWN
DRAWING NO.: C-1.2
SHEET XX of XX

SCS ENGINEERS, PC
STEARNES, CORRAD AND SCHMIDT
CONSULTING ENGINEERS, INC.
3601 LAKE ROCHAMPTON DRIVE SUITE 410 - RALEIGH, NC 27607
P.O. BOX 550 RALEIGH, NC 27602
TOWN OF MORRISVILLE
100 TOWN HALL DRIVE
MORRISVILLE, NC 27560

PROJECT TITLE: WEST WAKE SOLID WASTE FACILITY
PIN: 0755462762

NO. 1
REVISION
DATE

CLIENT: WAKE COUNTY
FACILITIES DESIGN & CONSTRUCTION

OWNER: TOWN OF MORRISVILLE
100 TOWN HALL DRIVE
MORRISVILLE, NC 27560



LEGEND

EXISTING

FENCE

GAS LINE

POWER LINE

TELEPHONE LINE

WATER MAIN

SANITARY SEWER LINE

CABLE TV LINE

FIBER OPTIC LINE

STORM PIPE

ROOF DRAIN PIPE

CONSTRUCTION LIMITS

UTILITY POLE

SITE BOLLARD

UTILITY POLE

SANITARY SEWER MANHOLE

STORM DRAINAGE MANHOLE

CLEANOUT (SANITARY OR STORM)

DROP INLET

FIRE HYDRANT

WATER VALVE

TELECOM BOX

DRAINAGE STRUCTURE ID

FLOODPLAIN LINE

UP

PP

MM

MM

CO

DI

FH

WV

UP

PP

MM

MM

CO

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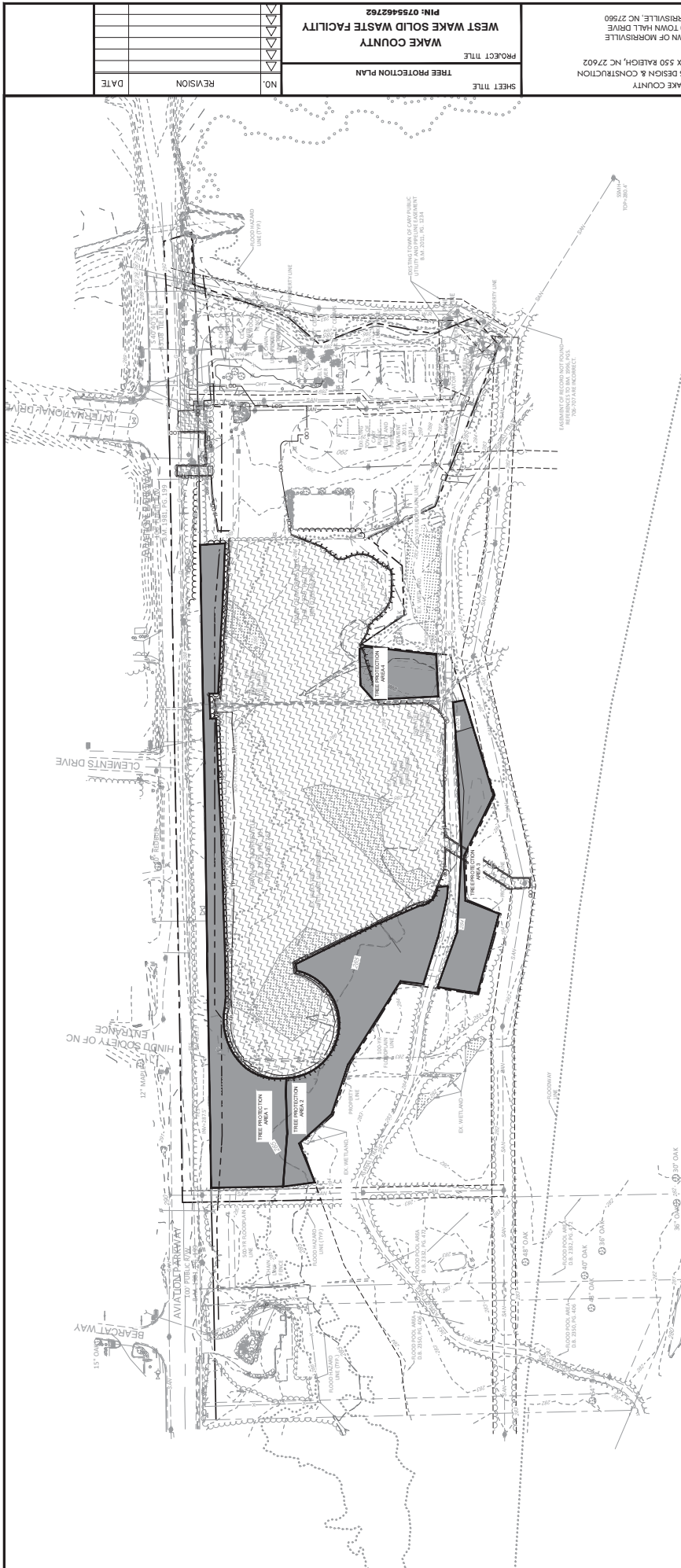
CO

DI

FH

WV

S:\334\75432-WEST WAKE_SMR\DWG\334-11-SURV.DWG



Species Code	Scientific Name	Common Name
ACQU	<i>Acacia robusta</i>	red taspie
ADAL	<i>Adiantum latifolium</i>	rock fern
CAHY	<i>Carya</i>	hickory
CATQ	<i>Carya tomentosa</i>	northern hickory
COFL	<i>Cornus florida</i>	flowering dogwood
ELOP	<i>Elm</i>	American elm
FRAL	<i>Fraxinus americana</i>	American holly
GLAN	<i>Quercus laevis</i>	live oak
LAN	<i>Liquidambar styraciflua</i>	sweet gum
LIST	<i>Liriodendron styraciflua</i>	swamp white
LU	<i>Liquidambar styraciflua</i>	black tupelo
MYSP	<i>Myrica spicata</i>	black bayberry
NTSP	<i>Myrica spicata</i>	black bayberry
PA	<i>Pinus strobus</i>	white pine
PITA	<i>Pinus taeda</i>	loblolly pine
PLOC	<i>Pinus taeda</i>	American syme
PREP	<i>Prunus serotina</i>	black cherry
QUAL	<i>Quercus alba</i>	white oak
QUAN	<i>Quercus alba</i>	white oak
QUPA	<i>Quercus pagoda</i>	chestnut oak
QUPH	<i>Quercus phellos</i>	willow oak
QUQU	<i>Quercus</i>	Northern red oak
QUST	<i>Quercus stellata</i>	post oak

TREE CANOPY REQUIREMENTS

PARCEL AREA:	121
FORESTED AREA:	9
DEVELOPED AREA:	3
PERCENT FORESTED:	

13% TREE CANOPY AREA SHALL

TREE CANOPY RETENTION REQUIRED

TREE CANOPY RETENTION PROVIDED

TOTAL TREE CANOPY RETENTION

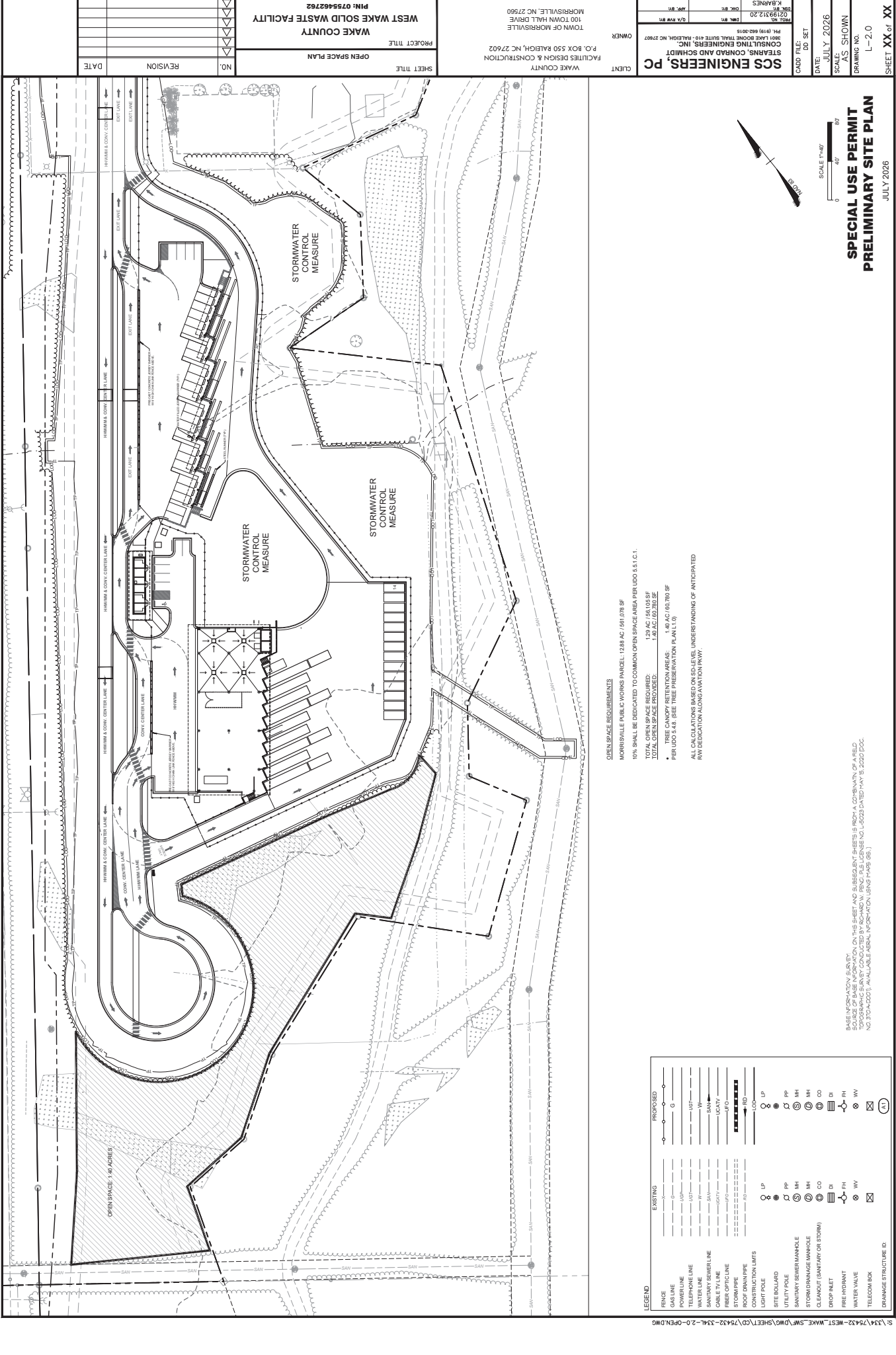
PROTECTION RETAINED, PROTECTED, OR ESTABLISHED TREE CANOPY SHALL MEET THE FOLLOWING DIMENSIONAL STANDARDS:

•••	NO TREE CANOPY AREA SHALL MEASURE LESS THAN 1,600 SQUARE FEET IN SIZE.
•••	NO TREE CANOPY AREA SHALL MEASURE LESS THAN 20' IN WIDTH AT ITS NARROWEST POINT.

NOTE: EVERY EFFORT SHALL BE TAKEN TO PROTECT EXISTING VEGETATION IN PERIMETER BUFFERS; HOWEVER, IT'S LIKELY THAT THE LIMITS OF DISTURBANCE WILL NEED TO ENCROACH PERIMETER BUFFERS IN SEVERAL LOCATIONS.

EXISTING	PROPOSED
CEMENT	CEMENT
CONCRETE	CONCRETE
ASPHALT	ASPHALT
PAVEMENT	PAVEMENT
GRAVEL	GRAVEL
CLAY	CLAY
SAND	SAND
ROCK	ROCK
WATER LINE	WATER LINE
SEWER LINE	SEWER LINE
STORM PIPE	STORM PIPE
ROOF DRAIN PIPE	ROOF DRAIN PIPE
CONSTRUCTION LIMITS	CONSTRUCTION LIMITS
LIGHT POLE	LIGHT POLE
WIRE BOLLARD	WIRE BOLLARD
UTILITY POLE	UTILITY POLE
SANITARY SEWER MANHOLE	SANITARY SEWER MANHOLE
STORM DRAINAGE MANHOLE	STORM DRAINAGE MANHOLE
CLEANOUT (SANITARY OR STORM)	CLEANOUT (SANITARY OR STORM)
DROP INLET	DROP INLET
WIRE HYDRANT	WIRE HYDRANT
WATER VALVE	WATER VALVE
TELECOM BOX	TELECOM BOX

BASE INFORMATION/ SURVEY:
SOURCE OF BASE INFORMATION ON THIS SHEET AND SUBSEQUENT SHEETS IS FROM A COMBINATION OF A
FIELD TOPOGRAPHIC SURVEY CONDUCTED BY RICHARD W. PENCEL PLS LICENSE NO. L-5023 DATED MAY 15,
2020 (DOC. NO. 3704-0001), AVAILABLE AERIAL INFORMATION USING MAPS GIS



OPEN SPACE REQUIREMENTS
MORRISVILLE PUBLIC WORKS PARCEL: 12.88 AC / 161,278 SF
10% SHALL BE DEDICATED TO COMMON OPEN SPACE AREA PER UDO 5.5.1.C.1.
TOTAL OPEN SPACE REQUIRED: 1.29 AC / 161,058 SF
TOTAL OPEN SPACE PROVIDED: 1.40 AC / 160,780 SF
• TREE CANOPY RETENTION AREAS: 1.40 AC / 160,780 SF
PER UDO 5.4.8 (SEE TREE PRESERVATION PLAN L1.0)
ALL CALCULATIONS BASED ON 0.5% SLOPE, UNDERSTANDING OF ANTICIPATED
RWY DEDICATION ALONG AVATION PKWY

LEGEND

EXISTING

PROPOSED

FENCE

GAS LINE

SEWER LINE

TELEPHONE LINE

WATER LINE

SANITARY SINKER LINE

CABLE TV LINE

FIBER OPTIC LINE

STORM PIPE

CONSTRUCTION LIMITS

LIGHT POLE

SITE BOUNDARY

SANITARY SINKER MANHOLE

STORM DRAINAGE MANHOLE

CLEANOUT (SANITARY OR STORM)

DROP INLET

FIRE HYDRANT

WATER VALVE

TELECOM BOX

DRAINAGE STRUCTURE ID

UP

PP

MM

MM

DI

GO

PH

WW

LP

PP

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MM

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PH

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BASE INFORMATION SURVEY
SOURCE OF BASE INFORMATION ON THIS SHEET AND SUBSEQUENT SHEETS IS FROM A COMPANY OF A FIELD
NO. 370-A-0021. AVAILABLE AS Aerial INFORMATION, USING PHASE 055.

**SPECIAL USE PERMIT
PRELIMINARY SITE PLAN**
JULY 2026

SHEET XX of XX

DATE: JULY 2026		SCALE: AS SHOWN		DRAWING NO. L-2.0		SHEET XX of XX	
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Revised Traffic Impact Analysis

West Wake Solid Waste Facility

Morrisville, NC



**Planning Department
Approval**

bmartin 08/31/2026

Prepared for:
Wake County Facilities
Design & Construction

Kimley»Horn

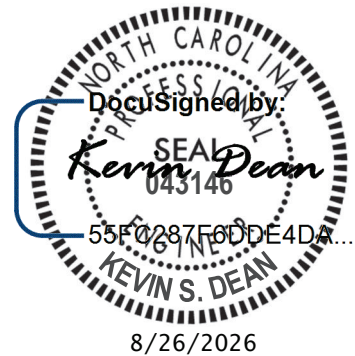
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Revised Traffic Impact Analysis for
West Wake Solid Waste Facility
Morrisville, North Carolina

Prepared for:
Wake County
Facilities Design & Construction

Prepared By:
Kimley-Horn and Associates, Inc.
NC License #F-0102
1070 S. Main Street, Suite 230
Holly Springs, NC 27540

016447001
August 2026



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Executive Summary

Kimley-Horn has prepared a revised traffic impact analysis (TIA) for the proposed construction of the West Wake Solid Waste Facility (WWSWF) along Aviation Parkway in Morrisville, North Carolina to reflect comments provided by the North Carolina Department of Transportation (NCDOT) as part of a review of the *West Wake Solid Waste Facility TIA* (Kimley-Horn, February 2026). The *Aviation Parkway Campus Expansions Revised TIA* (Kimley-Horn, April 2024) was performed for a previous version of the site that anticipated expansion and relocation of both the existing Wake County Convenience Facility and the Town Public Works facility on-site, with site access proposed via two full-movement driveways for that plan. However, the Town has since elected to relocate most of the current Public Works operations to another location in Town, and changes to the plan have warranted a new TIA.

As currently envisioned, the project proposes to build a new solid waste facility to the northeast with a single site access on Aviation Parkway aligning with International Drive at the existing Town of Morrisville Public Works Facilities access. The Town of Morrisville also plans to move most of the current Public Works facility staff from the project site to another location in Town, and some current Town buildings on-site will be demolished. Project build-out is anticipated in 2028, so the study year 2029 (build-out year + 1) will be used in this analysis per Town TIA requirements.

Study Intersections

Based on TIA scoping discussions with the Town of Morrisville and North Carolina Department of Transportation (NCDOT), the intersection of Aviation Parkway at International Drive/Existing Town Public Works Driveway/Proposed County Driveway was studied in this analysis.

Existing Traffic Data

Weekday AM peak hour (7-9am), weekday PM peak hour (4-6pm), and Saturday peak hour (10am-3pm) turning movement counts were performed at the subject intersection in December 2025 while Wake County Public Schools were in session (as applicable) for use in this analysis.

Future No-Build Traffic Volumes

To calculate projected (2029) background traffic volumes, a 2% annual growth rate was applied to existing through volumes along Aviation Parkway to the study year 2029. Consistent with the previous TIA, the annual growth rate was not applied to volumes onto/off International Drive or the existing Town Public Works Facility Driveway.

In addition to the annual growth rate, site traffic from the proposed expansion of the Hindu Society of North Carolina Campus (HSNC) was obtained from the *Aviation Parkway Campus Expansions Revised TIA* and included in this analysis as background traffic.

Trip Generation

Driveway volumes collected at the existing County Convenience Center site access on Aviation Parkway in May 2023 and December 2025 were reviewed to calculate weekday AM, weekday PM, and Saturday peak hour trip generation of the existing facility. While December 2025 data was found to be higher for the weekday AM peak hour, data from May 2023 was higher for the weekday PM and Saturday peak data. To present a conservative analysis, the higher of the driveway volumes from the two count data sets was

used as the basis for trip generation to present a conservative analysis. Consistent with the original TIA performed for this project, trip generation will be calculated as a 100% increase in driveway volumes collected at the existing site access.

Table ES-1. Trip Generation

Land Use	Intensity	Daily	AM Peak Hour			PM Peak Hour			Saturday Mid-Day Peak		
		Total	Total	In	Out	Total	In	Out	Total	In	Out
County Convenience Center		780	54	28	26	96	50	46	220	108	112

As shown in Table ES-1, the project has the potential to generate 780 new trips on a typical weekday, with 54 trips during the weekday AM peak hour, 96 trips during the weekday PM peak hour, and 220 trips during the Saturday peak hour.

Site Trip Distribution

Consistent with the original TIA, the following distribution was used for project site trips:

- 70% to/from the southwest on Aviation Parkway
- 30% to/from the northeast on Aviation Parkway

Network Traffic Diversions

The following reductions in existing peak hour network trips were accounted for in this analysis:

- Existing Public Works Trips: Based on estimates provided by the Town that approximately 40% of trips to/from the existing Public Works facility will remain, existing Public Works Facility driveway volumes were reduced by 60%.
- Existing County Site Trips: Through volumes along Aviation Parkway at the subject intersection were reduced to reflect the closure of the existing facility.

Capacity Analyses

Capacity analyses using Synchro 12 were performed incorporating UDO-required settings related to inputs such as a consistent peak hour factor (PHF) of 0.90, prohibition of right-turns on red (RTOR), and use of existing signal timings. Further, a minimum volume of 4 vehicles was used for each intersection movement even where existing or projected volumes are lower. **Table ES-2** summarizes the operation of the study intersection for the study peak hours, including LOS and delay for the existing unsignalized Town Driveway approach in the existing and background traffic conditions.

Table ES-2. Intersection Levels of Service for All Analysis Conditions

Major Street	Minor Street	Condition	AM	PM	Saturday
			LOS (Delay, sec.)	LOS (Delay, sec.)	LOS (Delay, sec.)
Aviation Parkway	International Drive/Existing Town Drwy./Future County Drwy.	Existing (2025)	International: A (6.2) Town: WB – C (18.7)	International: B (10.2) Town: WB – C (15.3)	International: A (2.5) Town: WB – B (14.4)
		Future (2029) Background	International: A (6.4) Town: WB – C (21.0)	International: B (10.5) Town: WB – C (17.5)	International: A (2.6) Town: WB – C (15.6)
		Future (2029) Build – Imp.	B (14.0)	B (19.0)	B (16.1)

Recommended Roadway Improvements

The following improvements are recommended to be performed as part of this project:

Aviation Parkway at International Drive/Existing Town Drwy./Future County Drwy.:

- Realign/reconstruct the existing Town Driveway as the Future County Drwy. and provide one ingress lane and two egress lanes
- Provide a southbound left-turn lane on Aviation Parkway with approximately 150 feet of storage (inclusive of deceleration) and tapers
- Provide a northbound right-turn lane on Aviation Parkway with approximately 150 feet of storage (inclusive of deceleration) and tapers
- Restripe the existing striped median on the eastbound approach of International Drive to provide an exclusive left-turn lane with 100 feet of storage and tapers, and restripe the existing left-turn lane as a through lane
- Modify the existing traffic signal to accommodate the identified laneage

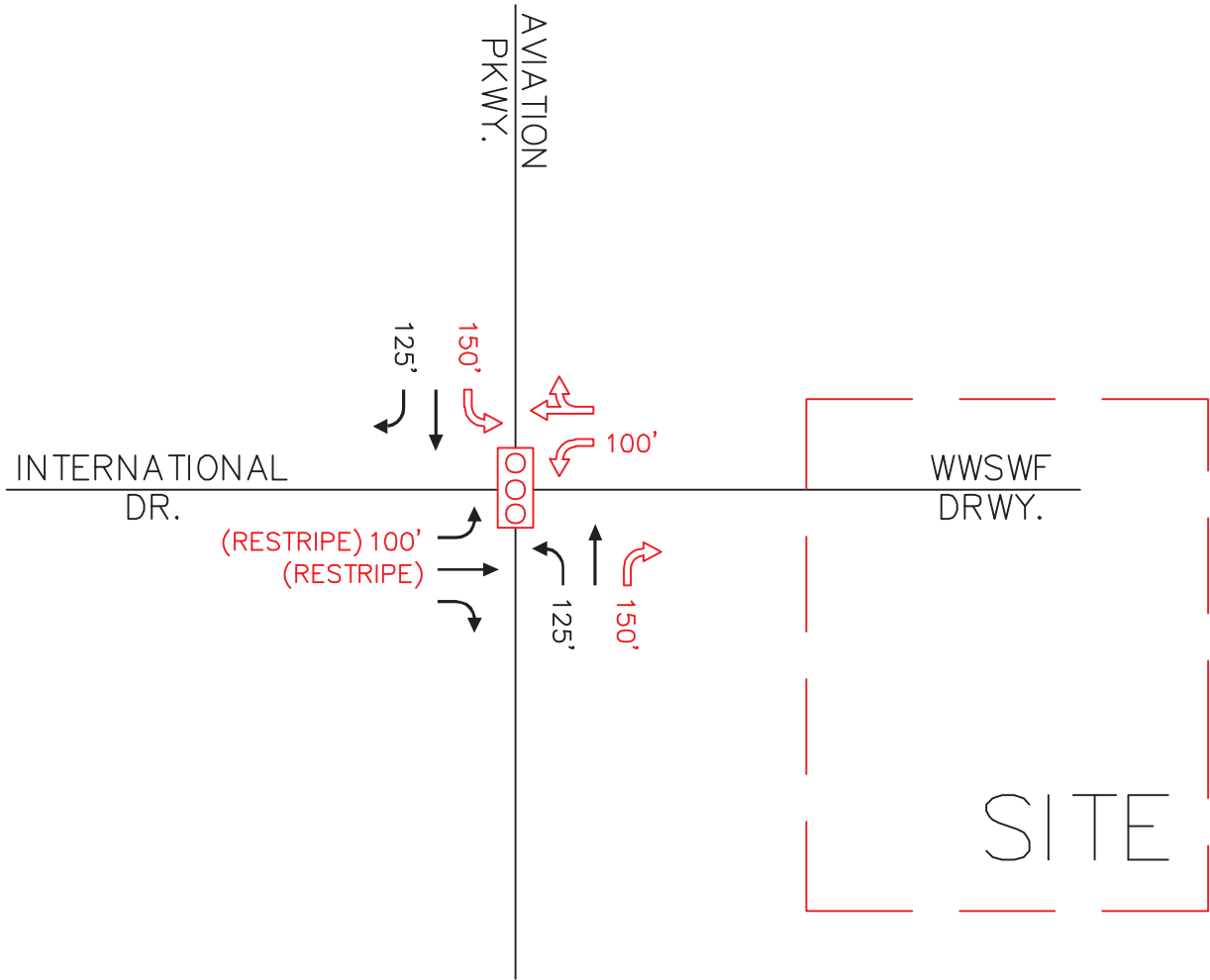
The recommended roadway laneage is shown on **Figure ES-1**.

Summary

Analyses indicate that the study intersection is expected to operate at an acceptable overall LOS at project build-out, with only relatively minor increases in intersection delays associated with the addition of project site traffic. As all movements at the study intersection are expected to continue to operate at acceptable LOS at project build-out, or at the same overall LOS as the background traffic condition if unacceptable LOS are anticipated in future traffic conditions, no additional or alternative improvements are recommended as part of this project.



NOT TO SCALE



LEGEND

- ← EXISTING LANE
- XX' STORAGE LENGTH
- ← RECOMMENDED LANE
-  RECOMMENDED TRAFFIC SIGNAL MODIFICATION



WEST WAKE SOLID
WASTE FACILITY
MORRISVILLE, NC
TRAFFIC IMPACT ANALYSIS

RECOMMENDED ROADWAY LANEAGE

FIGURE
ES-1

Table of Contents

Executive Summary	i
List of Tables	vi
List of Figures	vi
Site Location, Access, and Background Information	1
Existing Analysis	6
Existing Volume Development	6
Volume Balancing	6
Existing Analysis Results	6
Future Background Analysis.....	8
Public Roadway Projects	8
Background Growth.....	8
Approved Development.....	8
Total Background Traffic Volumes	8
Future Background Analysis Results.....	8
Trip Generation	10
Build-out Traffic Volumes	11
Trip Generation and Assignment.....	11
Site Traffic Volumes.....	11
Volume Diversions.....	11
Total Build-out Traffic Volumes.....	11
Future Build Analysis	15
Recommended Roadway Improvements.....	15
Analysis of Laneage Alternatives per UDO.....	15
Queue Analysis.....	16
Summary of Findings and Recommendations	17
Appendix.....	19

List of Tables

Table 1. Trip Generation 10

Table 2. Capacity Analysis LOS 15

Table 3. Synchro 95th Percentile Queues..... 16

List of Figures

Figure 1. Site Location 2

Figure 2. Conceptual Site Plan 3

Figure 3. Existing Roadway Laneage..... 4

Figure 4. Existing AADT Volumes..... 5

Figure 5. Existing (2025) Peak Hour Volumes 7

Figure 6. Projected (2029) Background Peak Hour Volumes..... 9

Figure 7. Site Traffic Distribution and Percent Assignment..... 12

Figure 8. Peak Hour Site Trips 13

Figure 9. Projected (2029) Build-out Peak Hour Traffic Volumes 14

Figure 10. Recommended Roadway Laneage 18

Site Location, Access, and Background Information

Kimley-Horn has prepared a traffic impact analysis (TIA) for the proposed construction of the West Wake Solid Waste Facility (WWSWF) along Aviation Parkway in Morrisville, North Carolina. The *Aviation Parkway Campus Expansions Revised TIA* (Kimley-Horn, April 2024) was performed for a previous version of the site that anticipated expansion and relocation of both the existing Wake County Convenience Facility and the Town Public Works facility on-site, with site access proposed via two full-movement driveways for that plan. However, the Town has since elected to relocate most of the current Public Works operations to another location in Town, and changes to the plan have warranted a new TIA.

As currently envisioned, the project proposes to build a new solid waste facility to the northeast along Aviation Parkway with a single site access on Aviation Parkway aligning with International Drive at the existing Town of Morrisville Public Works Facilities access. The Town of Morrisville also plans to move most of the current Public Works facility staff from the project site to another location in Town, and some current Town buildings on-site will be demolished. Project build-out is anticipated in 2028, so the study year 2029 (build-out year + 1) will be used in this analysis per Town TIA requirements.

Town of Morrisville and NCDOT provided background information and were consulted regarding elements to be included in this analysis. The approved Memorandum of Understanding (MOU) is included in the Appendix of this report.

A map showing the vicinity of the site location is shown in **Figure 1**. The preliminary site plan for the proposed development is shown in **Figure 2**.

The major roadways in the study area include Aviation Parkway and International Drive. Aviation Parkway is generally a two-lane undivided north-south roadway in the vicinity of International Drive (though there are sections that include a two-way left-turn lane further northeast and southwest along the corridor) with a posted speed limit of 45 mph. With the implementation of recent intersection modifications that removed an existing landscaped median, International Drive is generally a 3-lane undivided roadway with a posted speed limit of 35 mph.

Based on TIA scoping discussions with the Town and NCDOT, the intersection of Aviation Parkway at International Drive/Proposed Site Access was studied in this analysis.

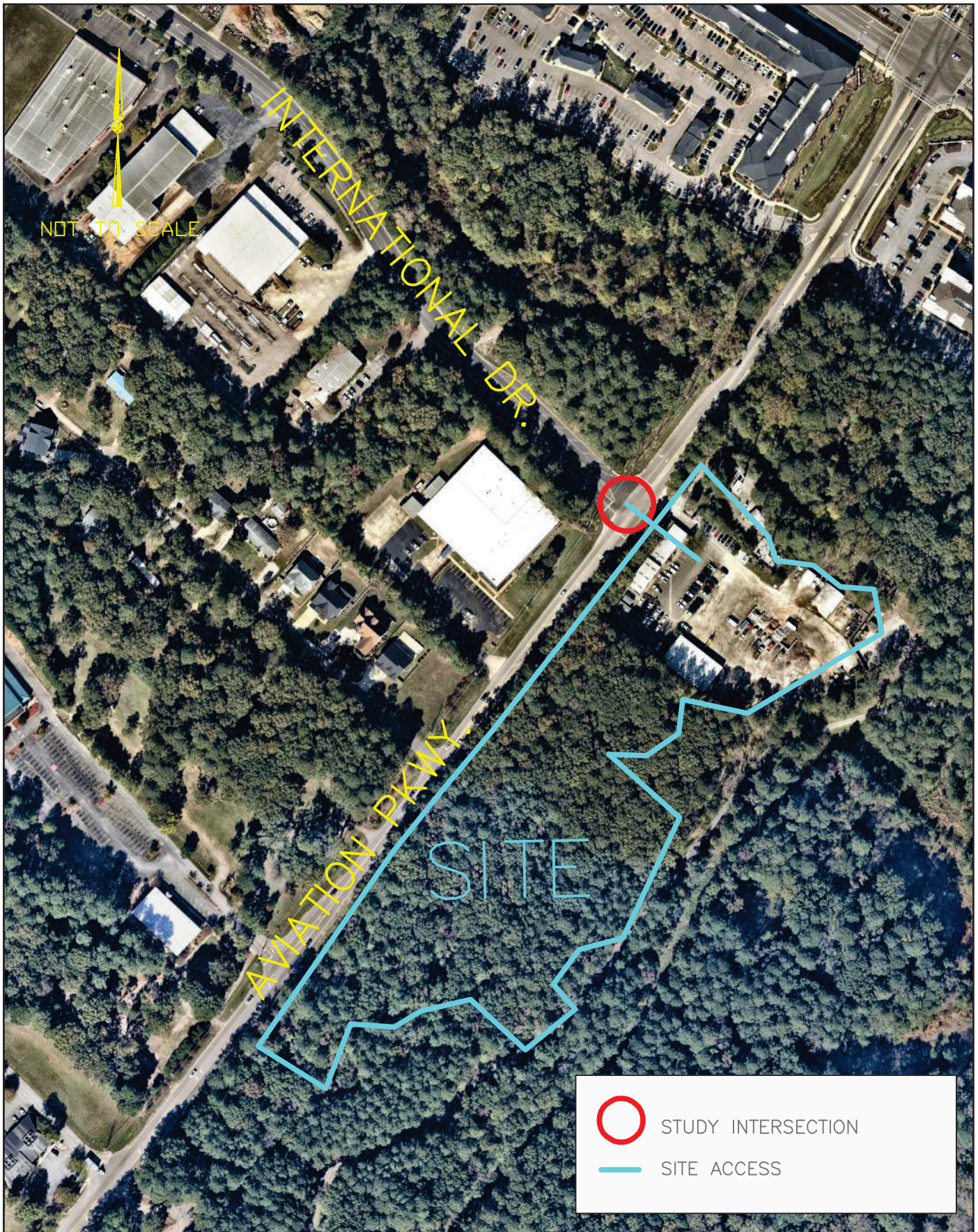
The existing laneage, turn bay storage lengths, and traffic control are shown in **Figure 3**.

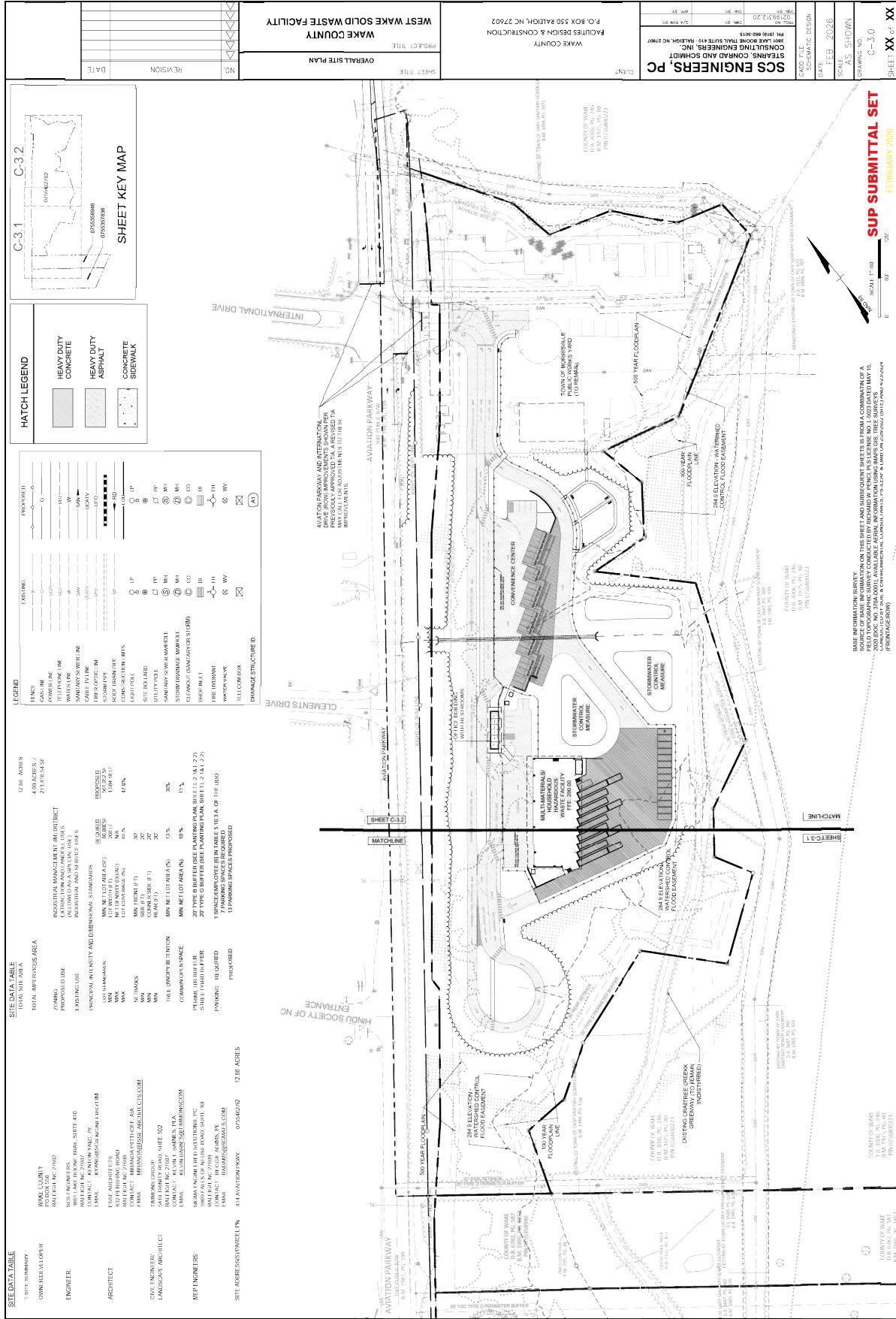
NCDOT-collected average annual daily traffic (AADT) data for the study area, where available, is shown in **Figure 4**.

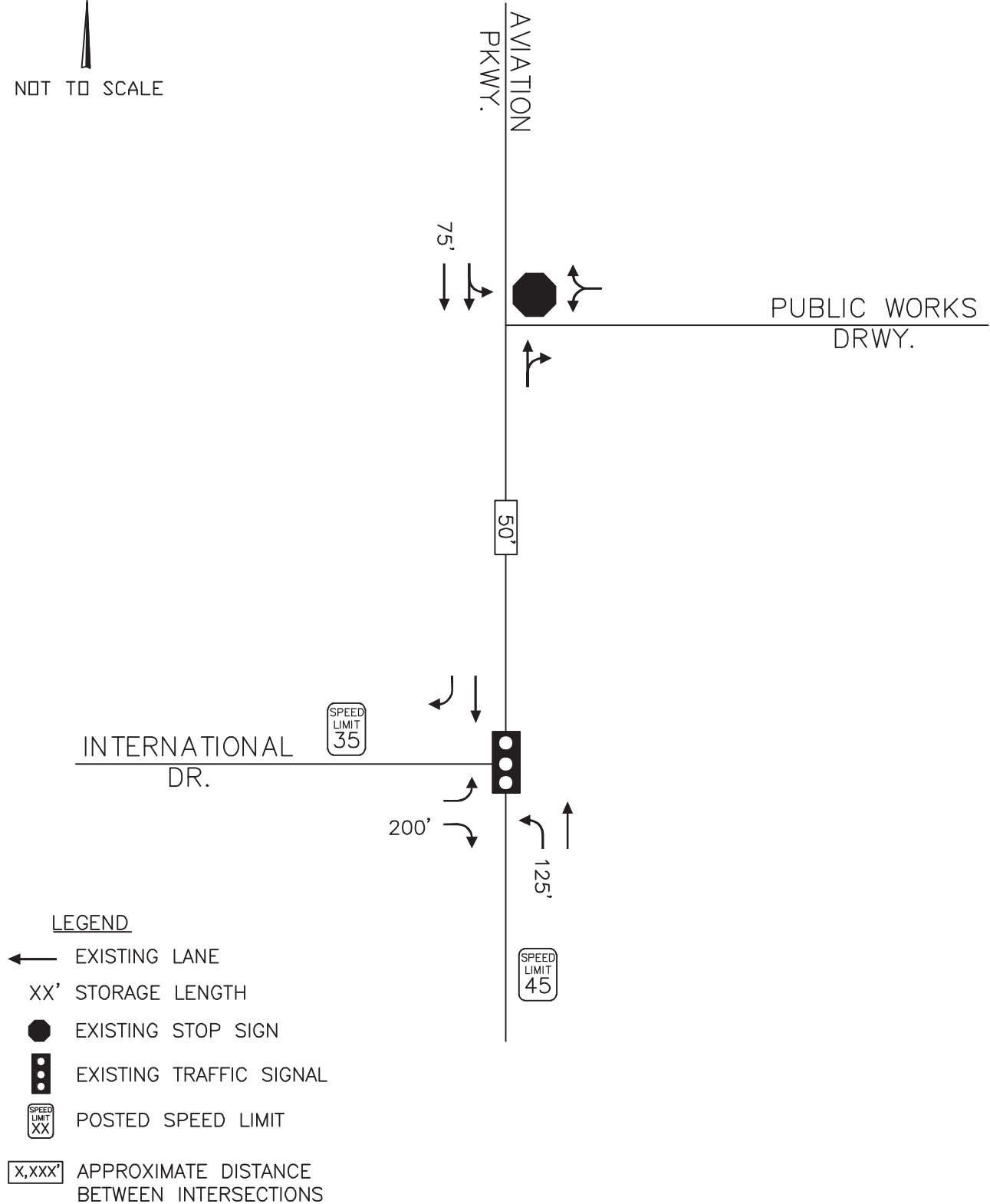
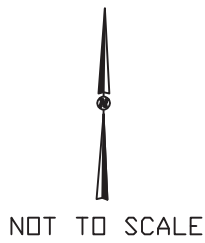
Along the study roadways in the vicinity of the site, sidewalks are currently present:

- Aviation Parkway: no sidewalk within 500 feet of International Drive
- International Drive: no sidewalk within 500 feet of Aviation Parkway

There are no GoTriangle stops in the immediate vicinity of the subject intersection, but there are stops to the northeast at the McCrimmon Parkway/Evans Road intersection.









NOT TO SCALE

AVIATION
PKWY.

PUBLIC WORKS
DRWY.

INTERNATIONAL
DR.

14,250

SOURCE:
NCDOT ANNUAL AVERAGE DAILY TRAFFIC VOLUME MAP

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Existing Analysis

The existing conditions analysis was developed using existing roadway geometry, traffic volumes, signal timings, and a 0.90 PHF. Signal timings for the study intersections provided by the Town of Cary for the April 2024 analysis were used in this study for consistency.

Existing Volume Development

Weekday AM (7-9am) and PM (4-6pm) peak hour turning movement counts were collected on December 4, 2025 while Wake County Public Schools were in session. Saturday peak hour (10am-3pm) counts were collected on December 6, 2025 when the existing County Convenience Center was open to the public and the Hindu Society hosted the “Annual Gala and Campus Expansion Fundraiser” event.

It was noted that left-turns were observed into and out of the existing Town Public Works driveway even though a left-turn lane is not provided into the driveway, and exiting movements are intended (per the “Right-out Only” sign on the driveway) to be limited to rights only. While those existing movements are prohibited, those volumes were assumed to remain in future traffic conditions and were analyzed in this analysis.

Volume Balancing

While there was only one study intersection included in this analysis, Synchro software limitations require that the existing unsignalized right-in/right-out Town Public Works driveway be analyzed as a separate node. Volumes were balanced in the Synchro analyses between the two intersection nodes, but no formal volume adjustments/corridor balancing applied for this analysis.

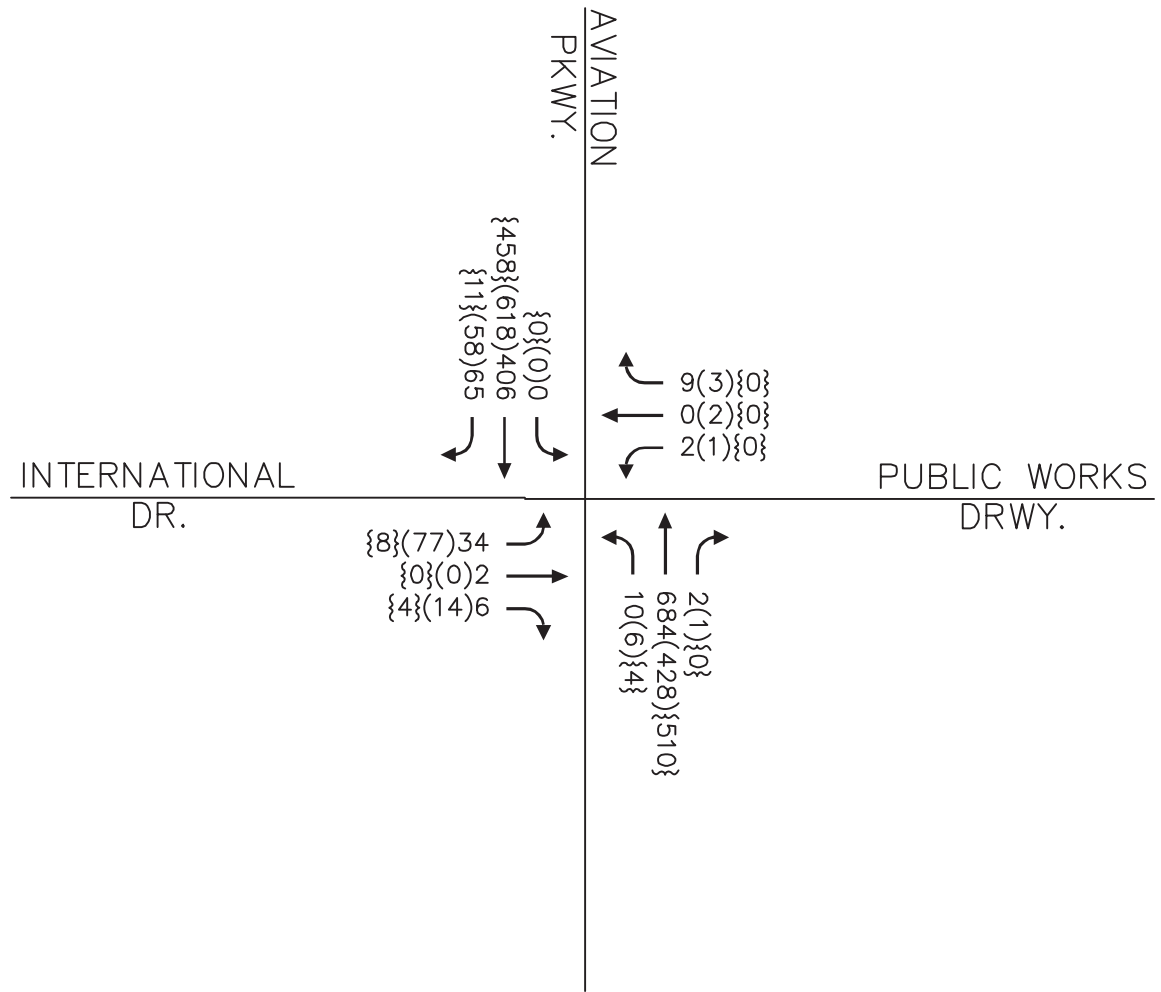
Existing turning movement counts for AM, PM, and Saturday peak hours are shown on **Figure 5**.

Existing Analysis Results

Capacity analyses for all intersections were performed using Synchro 12 software for each analysis scenario. Per the Town of Morrisville UDO, a peak hour factor (PHF) of 0.90 was used at the study intersection even where that differs from traffic count data. The findings of the capacity analysis are included later in this report in [Table 2](#).



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LEGEND

- XX AM PEAK HOUR TRAFFIC
- (XX) PM PEAK HOUR TRAFFIC
- {XX} SATURDAY PEAK HOUR TRAFFIC

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Future Background Analysis

The future background condition is generally analyzed using existing roadway geometry and signal timings with projected (2029) future background traffic volumes. A PHF of 0.90 was used at the study intersection.

Public Roadway Projects

Aviation Parkway is proposed to be widened to a four-lane divided roadway generally between NC 54 and I-40 (where not otherwise complete) as part of NCDOT STIP project U-5811, and recent public hearing maps suggest that the subject study intersection will remain a signalized, full-movement access. Per NCDOT's website for the project, right-of-way acquisition for the project is expected to begin in 2026 and construction in 2029. To be consistent with the previous TIA, and as the current project timeline for U-5811 suggests construction will not be complete prior to the build-out of this site, improvements proposed as part of the U-5811 project were not included in this analysis.

Background Growth

To calculate projected (2029) background traffic volumes, a 2% annual growth rate was applied to existing through volumes along Aviation Parkway to the study year 2029. Consistent with the previous TIA, the annual growth rate was not applied to volumes onto/off International Drive or the existing Town Public Works Facility Driveway.

Approved Development

In addition to the annual growth rate, site traffic from the proposed expansion of the Hindu Society of North Carolina Campus (HSNC) was obtained from the *Aviation Parkway Campus Expansions Revised TIA* and included in this analysis as background traffic. That campus expansion envisions the construction of a new temple and community center, with some repurposing of existing uses on-site, and the addition of site access to both Aviation Parkway and Clements Drive.

Total Background Traffic Volumes

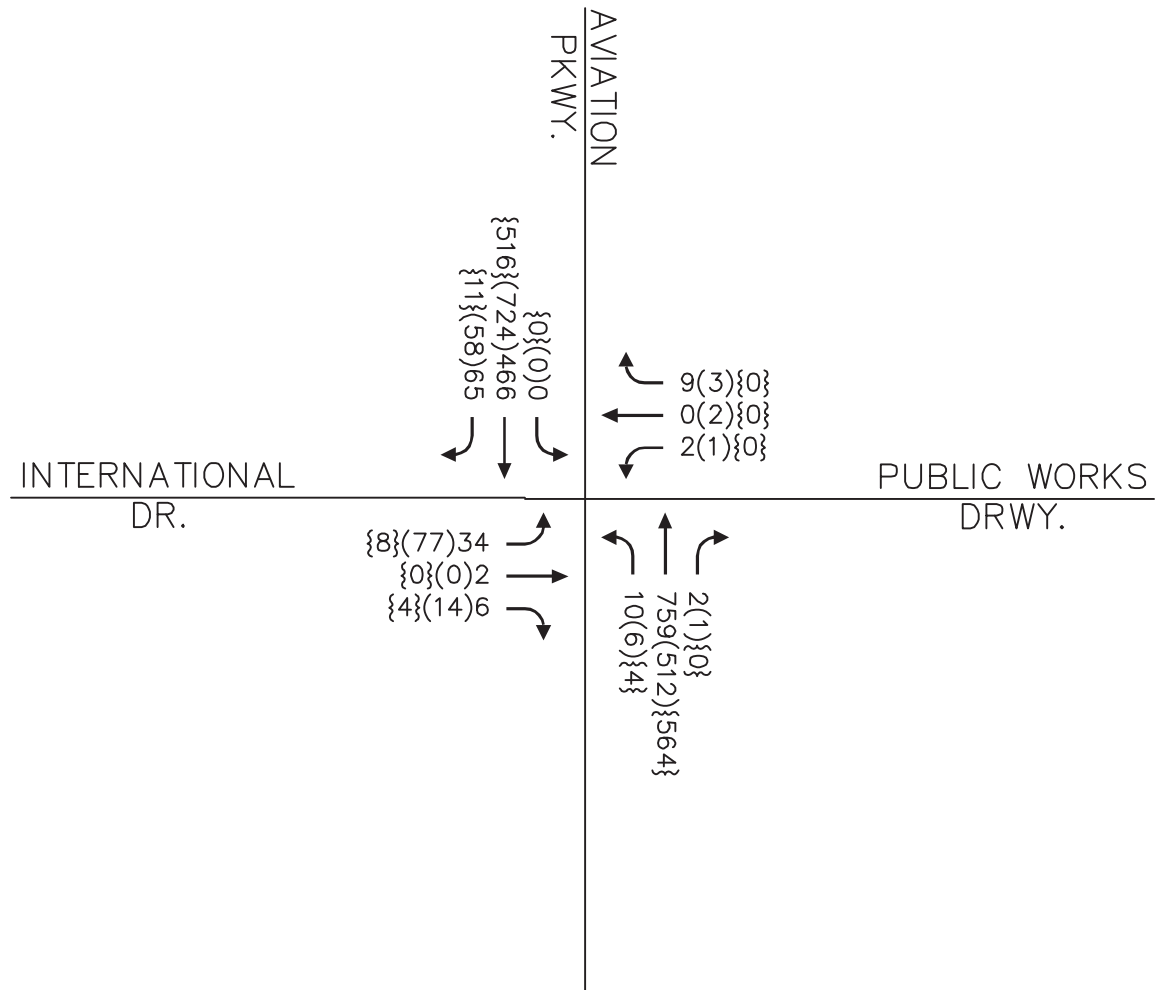
Total study peak hour background traffic volumes, which consist of the existing, background growth, and approved development volumes, are shown on **Figure 6**.

Future Background Analysis Results

The findings of the capacity analysis are included in [Table 2](#) in this report. Existing signal timings were used at the study intersections.



NOT TO SCALE



LEGEND

- XX AM PEAK HOUR TRAFFIC
- (XX) PM PEAK HOUR TRAFFIC
- {XX} SATURDAY PEAK HOUR TRAFFIC

Trip Generation

As the proposed use is not included in the ITE *Trip Generation Manual*, trip generation calculations were performed based factored driveway volumes from the existing site consistent with the previous TIA and discussions with the Town and NCDOT.

Driveway volumes collected at the existing County Convenience Center site access on Aviation Parkway in May 2023 and December 2025 were reviewed to calculate weekday AM, weekday PM, and Saturday peak hour trip generation of the existing facility. While December 2025 data was found to be higher for the weekday AM peak hour, data from May 2023 was higher for the weekday PM and Saturday peak data. To present a conservative analysis, the higher of the driveway volumes from the two count data sets was used as the basis for trip generation to present a conservative analysis. Consistent with the original TIA performed for this project, trip generation will be calculated as a 100% increase in driveway volumes collected at the existing site access.

As shown in [Table 1](#), the project has the potential to generate 780 new trips on a typical weekday, with 54 trips during the weekday AM peak hour, 96 trips during the weekday PM peak hour, and 220 trips during the Saturday peak hour.

Table 1. Trip Generation

Land Use	Intensity	Daily	AM Peak Hour			PM Peak Hour			Saturday Mid-Day Peak		
		Total	Total	In	Out	Total	In	Out	Total	In	Out
County Convenience Center		780	54	28	26	96	50	46	220	108	112

Build-out Traffic Volumes

Trip Generation and Assignment

Consistent with the original TIA, the following overall site traffic distribution was used in this analysis for project site trips:

- 70% to/from the southwest on Aviation Parkway
- 30% to/from the northeast on Aviation Parkway

The overall trip distribution percentages and percent assignments at the study intersections for the HSNC campus are shown on **Figure 7**.

Site Traffic Volumes

AM, PM, and Saturday peak hour site traffic volumes for each scenario are shown on **Figure 8**.

Volume Diversions

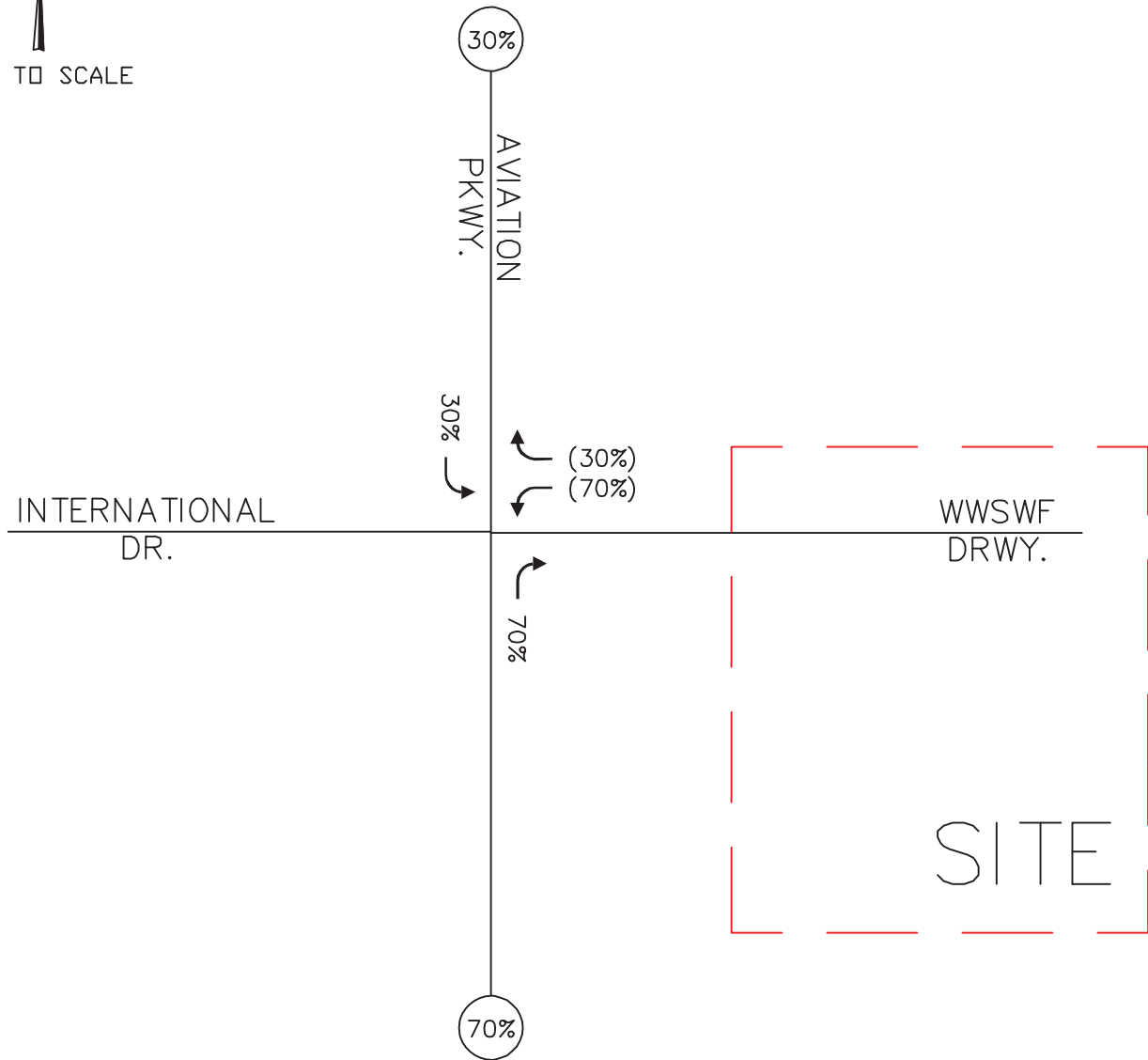
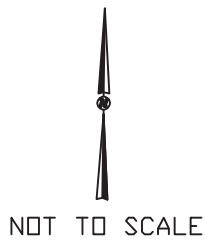
The following reductions in existing peak hour network trips were accounted for in this analysis:

- Existing Public Works Trips: Based on estimates provided by the Town that approximately 40% of trips to/from the existing Public Works facility will remain, existing Public Works Facility driveway volumes were reduced by 60%.
- Existing County Site Trips: Through volumes along Aviation Parkway at the subject intersection were reduced to reflect the closure of the existing facility.

Traffic diversions are summarized in the volume development worksheets in the Appendix of this report.

Total Build-out Traffic Volumes

Total build-out volumes, consisting of background volumes, site traffic, and diverted traffic for each of the AM, PM, and Saturday peak hours for each scenario, are shown on **Figure 9**.



LEGEND

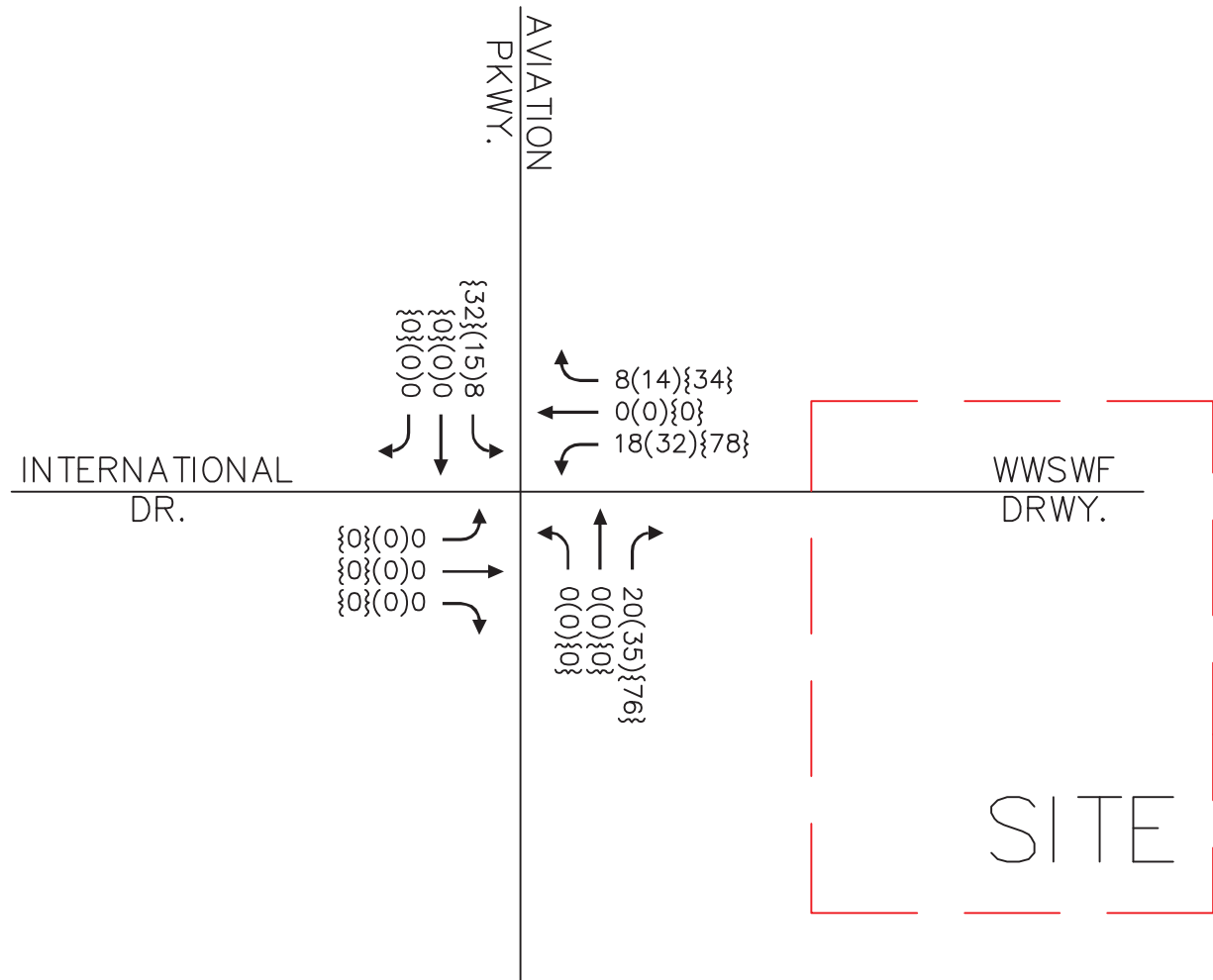
XX% INBOUND PERCENT ASSIGNMENT

(XX%) OUTBOUND PERCENT ASSIGNMENT

(XX%) OVERALL DISTRIBUTION



NOT TO SCALE



LEGEND

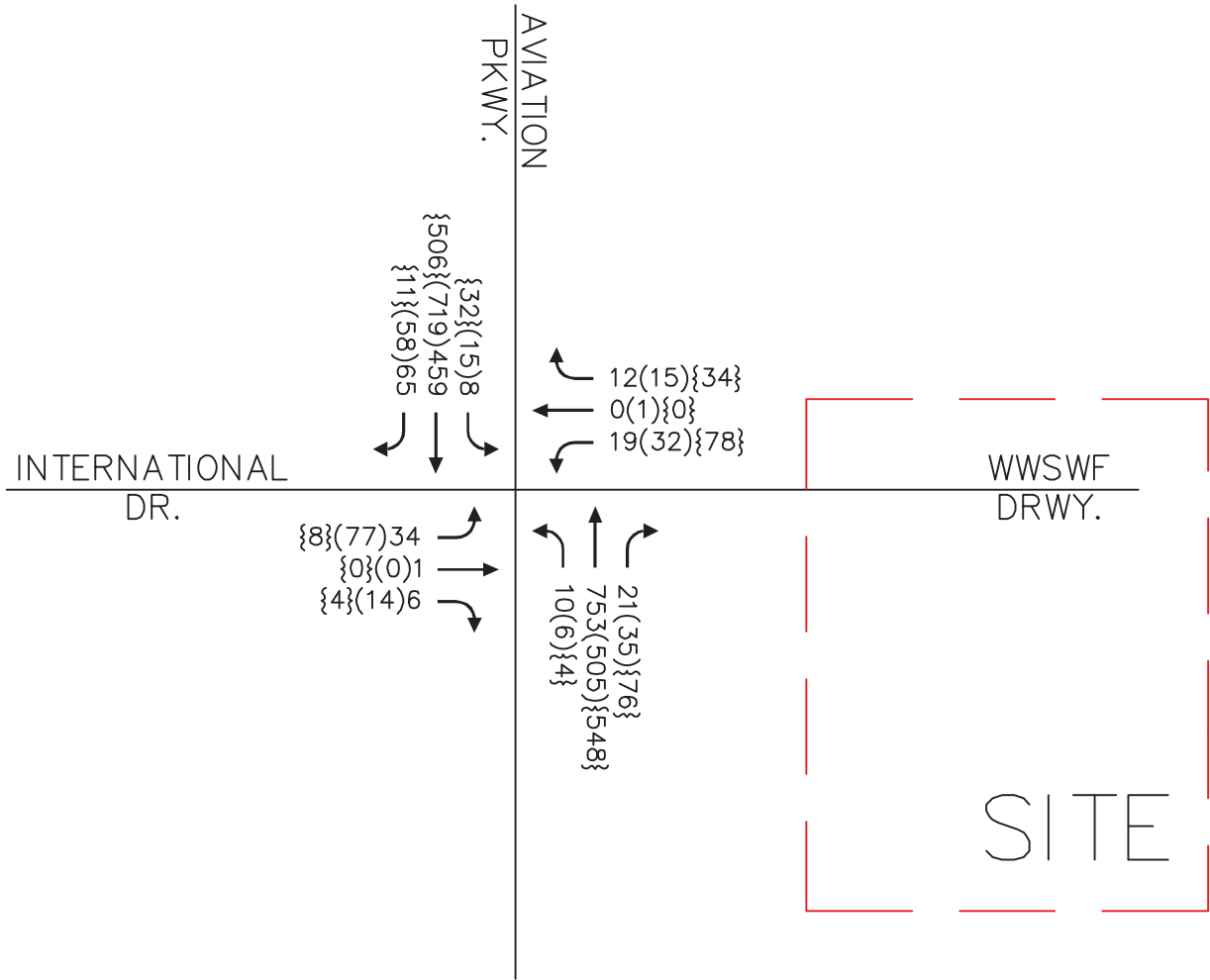
- XX AM PEAK HOUR TRAFFIC
- (XX) PM PEAK HOUR TRAFFIC
- {XX} SATURDAY PEAK HOUR TRAFFIC

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* VOLUMES INCLUDE REASSIGNMENT
OF SOME EXISTING TOWN PUBLIC
WORKS AND COUNTY CONVENIENCE
CENTER SITE TRIPS



LEGEND

- XX AM PEAK HOUR TRAFFIC
- (XX) PM PEAK HOUR TRAFFIC
- {XX} SATURDAY PEAK HOUR TRAFFIC

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Future Build Analysis

The future build condition consists of the same roadway geometry and signal timings as the future background condition, though with the addition of the proposed site driveway and associated turn lanes. A PHF of 0.90 was also used in analyses for this traffic condition.

Recommended Roadway Improvements

The following improvements are recommended to be performed as part of this project:

Aviation Parkway at International Drive/Existing Town Drwy./Future County Drwy.:

- Realign/reconstruct the existing Town Driveway as the Future County Drwy. and provide one ingress lane and two egress lanes
- Provide a southbound left-turn lane on Aviation Parkway with approximately 150 feet of storage (inclusive of deceleration) and tapers
- Provide a northbound right-turn lane on Aviation Parkway with approximately 150 feet of storage (inclusive of deceleration) and tapers
- Restripe the existing striped median on the eastbound approach of International Drive to provide an exclusive left-turn lane with 100 feet of storage and tapers, and restripe the existing left-turn lane as a through lane
- Modify the existing traffic signal to accommodate the identified laneage

The recommended roadway laneage is shown on **Figure 10**.

Analysis of Laneage Alternatives per UDO

As all movements at the study intersection are expected to continue to operate at acceptable LOS at project build-out, or at the same overall LOS as the background traffic condition if unacceptable LOS are anticipated, no additional or alternative improvements were required to be identified to meet the standards of the Town's UDO.

The results of the future build condition capacity analysis are shown in Table 2, including LOS and delay for the existing unsignalized Town Driveway approach in the existing and background traffic conditions.

Table 2. Intersection Levels of Service for All Analysis Conditions

Major Street	Minor Street	Condition	AM	PM	Saturday
			LOS (Delay, sec.)	LOS (Delay, sec.)	LOS (Delay, sec.)
Aviation Parkway	International Drive/Existing Town Drwy./Future County Drwy.	Existing (2025)	International: A (6.2) Town: WB – C (18.7)	International: B (10.2) Town: WB – C (15.3)	International: A (2.5) Town: WB – B (14.4)
		Future (2029) Background	International: A (6.4) Town: WB – C (21.0)	International: B (10.5) Town: WB – C (17.5)	International: A (2.6) Town: WB – C (15.6)
		Future (2029) Build	Future (2029) Build – Imp.	B (14.0)	B (19.0)

Queue Analysis

A queue analysis was performed based on the 95th percentile queues reported by Synchro 12. In Synchro, the 95th percentile queue is defined as the maximum back of queue with 95th percentile traffic volumes (compared to the 50th percentile queue, which represents the maximum back of queue on a typical cycle). Synchro notes that, in practice, the 95th percentile queue will rarely be exceeded and is an acceptable measure for the design of storage bays. For unsignalized intersections, queues are reported in terms of queued vehicles. For reporting purposes, it was assumed that each vehicle represents 25 feet of queuing. The intent of the queue analysis is to identify the required storage lengths to mitigate traffic associated with the proposed development. The results of the queue analysis for the studied peak hours are shown on [Table 3](#). The projected background and build-out queues are shown for each movement with storage lengths.

Table 3. Synchro 95th Percentile Queues

Major Street	Minor Street	Intersection Lane Existing Storage (ft.)	AM	PM	Saturday
			Synchro 95 th Percentile Queue	Synchro 95 th Percentile Queue	Synchro 95 th Percentile Queue
Aviation Parkway	International Drive/Existing Town Drwy./Future County Drwy.	NBL: 125'	Background: 5' Build: 10'	Background: 4' Build: 8'	Background: 2' Build: 5'
		SBR: 125'	Background: 12' Build: 29'	Background: 12' Build: 27'	Background: 3' Build: 9'
		EBR: 200'	Background: 27' Build: 26'	Background: 31' Build: 31'	Background: 14' Build: 14'

Based on the queue analysis, the addition of project site traffic is expected to have a minimal impact on intersection queues and none of the existing intersection lanes were found to have deficient storage in the future analysis conditions.

Summary

No additional improvements are recommended based on this analysis.

Summary of Findings and Recommendations

The following improvements are recommended to be performed as part of this project:

Aviation Parkway at International Drive/Existing Town Drwy./Future County Drwy.:

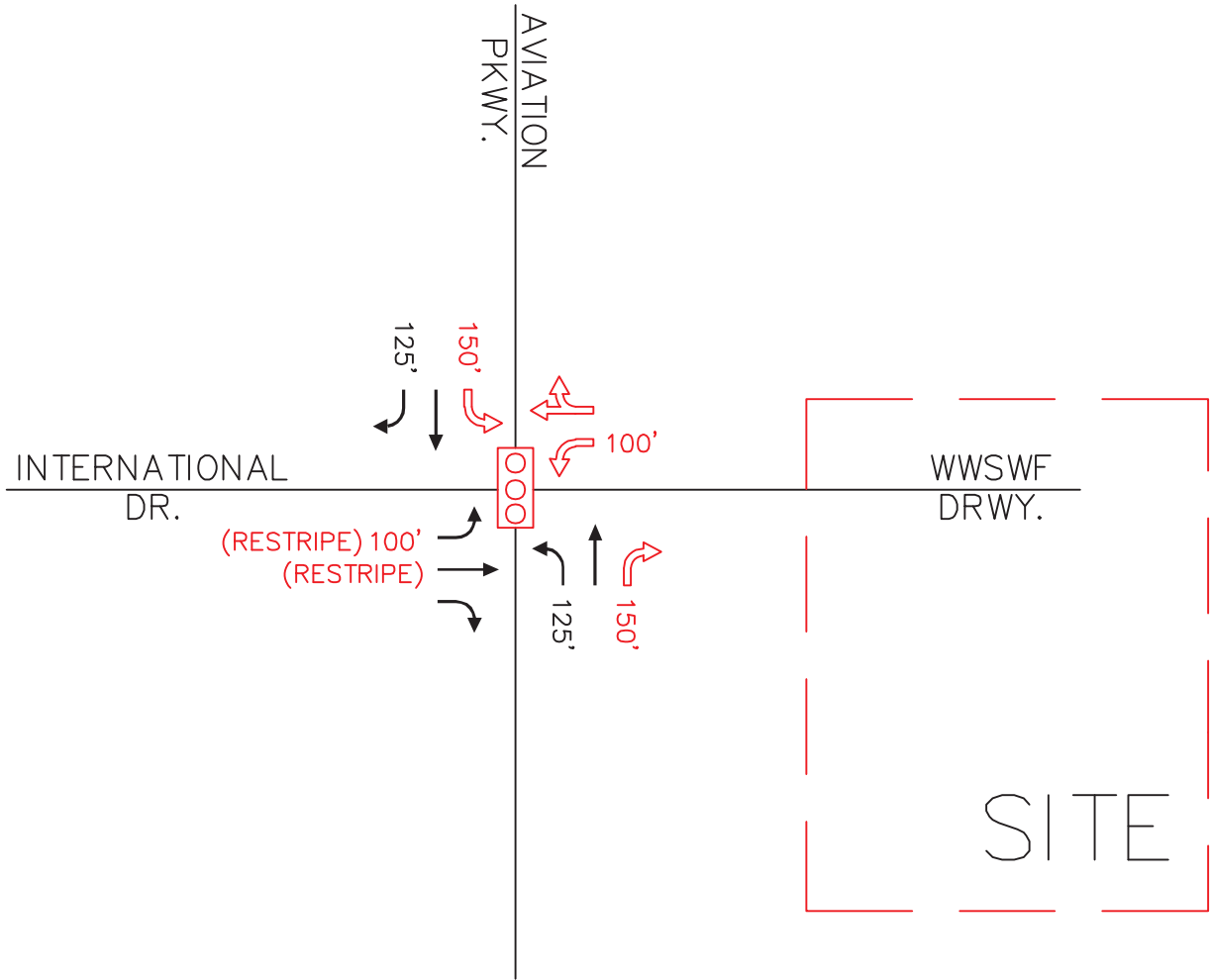
- Realign/reconstruct the existing Town Driveway as the Future County Drwy. and provide one ingress lane and two egress lanes
- Provide a southbound left-turn lane on Aviation Parkway with approximately 150 feet of storage (inclusive of deceleration) and tapers
- Provide a northbound right-turn lane on Aviation Parkway with approximately 150 feet of storage (inclusive of deceleration) and tapers
- Restripe the existing striped median on the eastbound approach of International Drive to provide an exclusive left-turn lane with 100 feet of storage and tapers, and restripe the existing left-turn lane as a through lane
- Modify the existing traffic signal to accommodate the identified laneage

The recommended roadway laneage is shown on **Figure 10**.

Analyses indicate that the study intersection is expected to operate at an acceptable overall LOS at project build-out, with only relatively minor increases in intersection delays associated with the addition of project site traffic. As all movements at the study intersection are expected to continue to operate at acceptable LOS at project build-out, or at the same overall LOS as the background traffic condition if unacceptable LOS are anticipated, no additional or alternative improvements were required to be identified to meet the standards of the Town's UDO or recommended as part of this project.



NOT TO SCALE



LEGEND

- ← EXISTING LANE
- XX' STORAGE LENGTH
- ← RECOMMENDED LANE
-  RECOMMENDED TRAFFIC SIGNAL MODIFICATION

Appendix

- A. Memorandum of Understanding
- B. Traffic Count Data
- C. Approved Development Data
- D. Trip Generation Calculations
- E. Volume Development Spreadsheet
- F. Signal Design Plan & Timing Data
- G. Synchro Output: Existing (2025)
- H. Synchro Output: Projected (2029) Background
- I. Synchro Output: Projected (2029) Build-out

Appendix A

Memorandum of Understanding

Preliminary TIA Assumptions
West Wake Solid Waste Facility (f.k.a. Convenience Center #3)
Morrisville, North Carolina

KHA will perform a traffic impact analysis (TIA) for the proposed construction of the West Wake Solid Waste Facility along Aviation Parkway in Morrisville, NC. The *Aviation Parkway Campus Expansions TIA* (Kimley-Horn, April 2024) was performed for a previous version of the site that anticipated expansion and relocation of both the Wake County Convenience Facility and Town Public Works facility on-site, and with two full-movement driveways proposed for access. However, the Town has since elected to relocate most Public Works operations to another location in Town, and only one site access is proposed, so an updated TIA has been requested.

As currently envisioned, the project proposes to build a new solid waste facility to the northeast along Aviation Parkway with a single site access on Aviation Parkway aligning with International Drive. The Town of Morrisville also plans to move most of the current Public Works facility staff from the project site to another location in Town, and some current Town buildings on-site will be demolished. Project build-out is anticipated in 2028, so the study year 2029 (build-out year + 1) will be used in this analysis per Town TIA requirements.

Study Traffic Conditions

Weekday AM (7-9am), PM (4-6pm), and Saturday (10am-1pm) peak hour analyses will be performed for the following traffic conditions:

- Existing Year (2025)
- Projected (2029) Background
- Projected (2029) Build-out – Unimproved
- Projected (2029) Build-out – Improved without Signal Timing Adjustments (if necessary)
- Projected (2029) Build-out – Improved with Signal Timing Adjustments (if necessary)

Study Intersection

The following study intersection will be included in this analysis:

- Aviation Parkway at International Drive/Proposed Site Access

Existing Volume Development

Weekday AM (7-9AM) and PM (4-6PM) and Saturday (10am-3pm) peak hour turning movement counts collected in December 2025 when Wake County Public Schools were in session (as applicable) will be used for capacity analyses in this study.

Background Traffic

Consistent with previous TIAs performed along the corridor, a 2% annual growth rate will be applied to existing traffic count volumes up to the study year 2029. However, no growth will be applied to volumes onto/off International Drive/Public Works Facility Driveway as development along those roadways is generally built-out. Where these streets intersect Aviation Parkway, growth will still be applied to through movements.

Approved Developments

Based on TIA scoping discussions, site traffic associated with the expansion of the Hindu Society of North Carolina (HSNC) campus will be included in this analysis as background traffic.

Trip Generation

Driveway volumes were collected at the existing site access in May 2023 and December 2025 to calculate weekday AM, weekday PM, and Saturday peak hour trip generation of the existing facility. While December 2025 data was higher for the weekday AM peak hour, data from May 2023 was higher for the weekday PM and Saturday peak data. To present a conservative analysis, the higher of the driveway volumes from the two count data sets will be used as the basis for trip generation to present a conservative analysis.

Consistent with the original TIA performed for this project, trip generation will be calculated as a 100% increase in driveway volumes collected at the existing site access.

Trip Distribution

Consistent with the original TIA, the following distribution will be used for project site trips:

- 70% to/from the southwest on Aviation Parkway
- 30% to/from the northeast on Aviation Parkway

Existing Trip Reduction

The following reductions in existing peak hour network trips will be applied in this analysis:

- Existing Public Works Trips: The Town has indicated that approximately 40% of trips to/from the existing Public Works facility will remain. Therefore, existing driveway volumes will be reduced by 60%.
- Existing County Site Trips: Through volumes along Aviation Parkway at the subject intersection will be reduced to reflect the closure of the existing facility.

Other Study Assumptions

- A PHF of 0.90 will be used in each traffic.
- Where U-turn volumes are less than 10 vehicles, those trips will be analyzed as left-turns.
- A minimum volume of 4 vehicles will be analyzed on study intersection movements even when existing or projected volumes are lower.
- Permitted + protected left-turn phasing will be permitted in the analysis where currently permitted, though right-turns on red (RTOR) will be prohibited even if permitted in the existing condition.
- Signal timings will be obtained from the original TIA and only modified to accommodate the 4th leg at the intersection. A build-out condition with optimized signal timings may be performed if needed, though a condition without optimized timings would also be provided.

TOWN OF MORRISVILLE:

Signed: Bret Martini

Date: 1/13/2025

Town of Morrisville
100 Town Hall Drive
Morrisville, NC 27560

PROJECT TRAFFIC ENGINEER:

Signed: Kevin Dean

Date: 12/22/2025

Kimley-Horn
1070 S. Main Street, Suite 230
Holly Springs, NC 27540

West Wake Solid Waste Facility

Table 1 - Trip Generation: Existing Facility (per Driveway Counts)

Land Use	Weekday - Daily			AM Peak Hour			PM Peak Hour			Saturday Peak Hour		
	Total	In	Out	Total	In	Out	Total	In	Out	Total	In	Out
- Existing Wake County Convenience Center: May 2023	352	200	152	18	10	8	48	25	23	110	54	56
- Existing Wake County Convenience Center: Dec 2025	383	194	189	27	14	13	25	12	13	110	46	47
Existing Trips (Rounded Daily): Max of May 2023/Dec 2025	390	195	195	27	14	13	48	25	23	110	54	56

West Wake Solid Waste Facility

Table 2 - Trip Generation: Proposed West Wake Solid Waste Facility

Land Use	Weekday - Daily			AM Peak Hour			PM Peak Hour			Saturday Peak Hour		
	Total	In	Out	Total	In	Out	Total	In	Out	Total	In	Out
- Existing Wake County Convenience Center	390	195	195	27	14	13	48	25	23	110	54	56
- Proposed Wake County Convenience Center	780	390	390	54	28	26	96	50	46	220	108	112
Total Net New External Trips	780	390	390	54	28	26	96	50	46	220	108	112



Proposed New Site Access

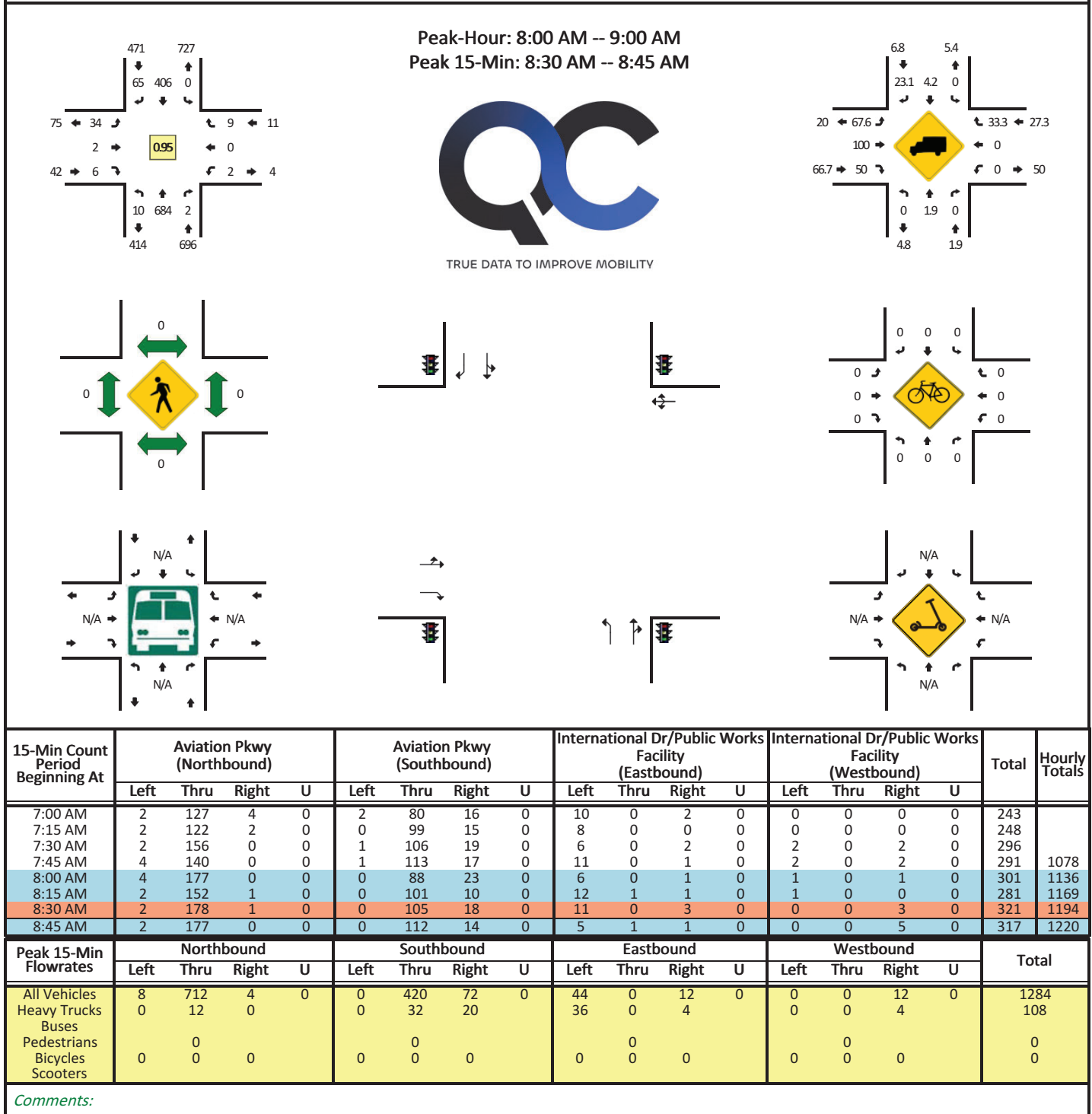
Proposed Study Intersection

Appendix B

Traffic Count Data

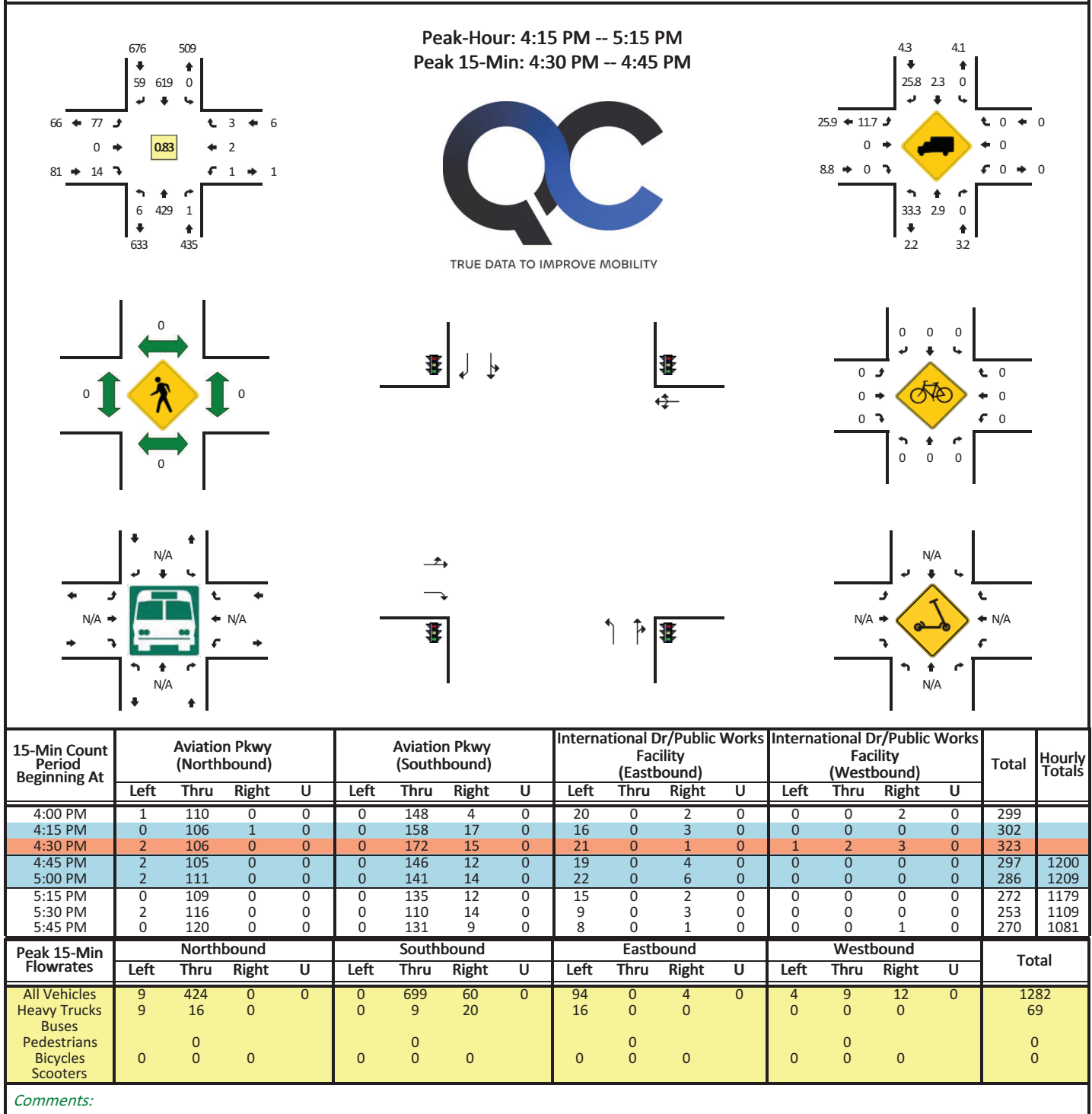
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CITY/STATE: Morrisville, NC

QC JOB #: 17362301
DATE: Thu, Dec 4 2025

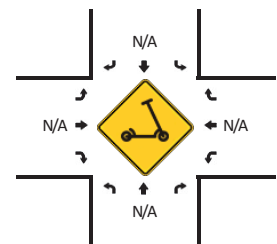
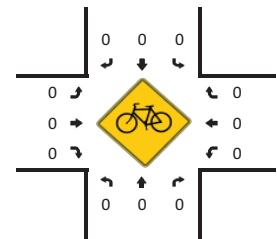
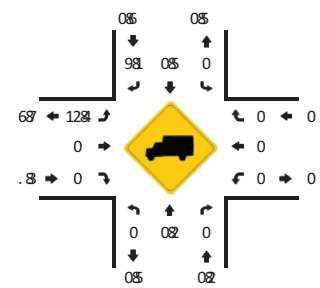


LOCATION: Aviation Pkwy -- International Dr/Public Works Facility
CITY/STATE: Morrisville, NC

QC JOB #: 17362302
DATE: Thu, Dec 4 2025



QC JOB #: 17362303
DATE: Sat, Dec 6 2024

Page 1 of 2

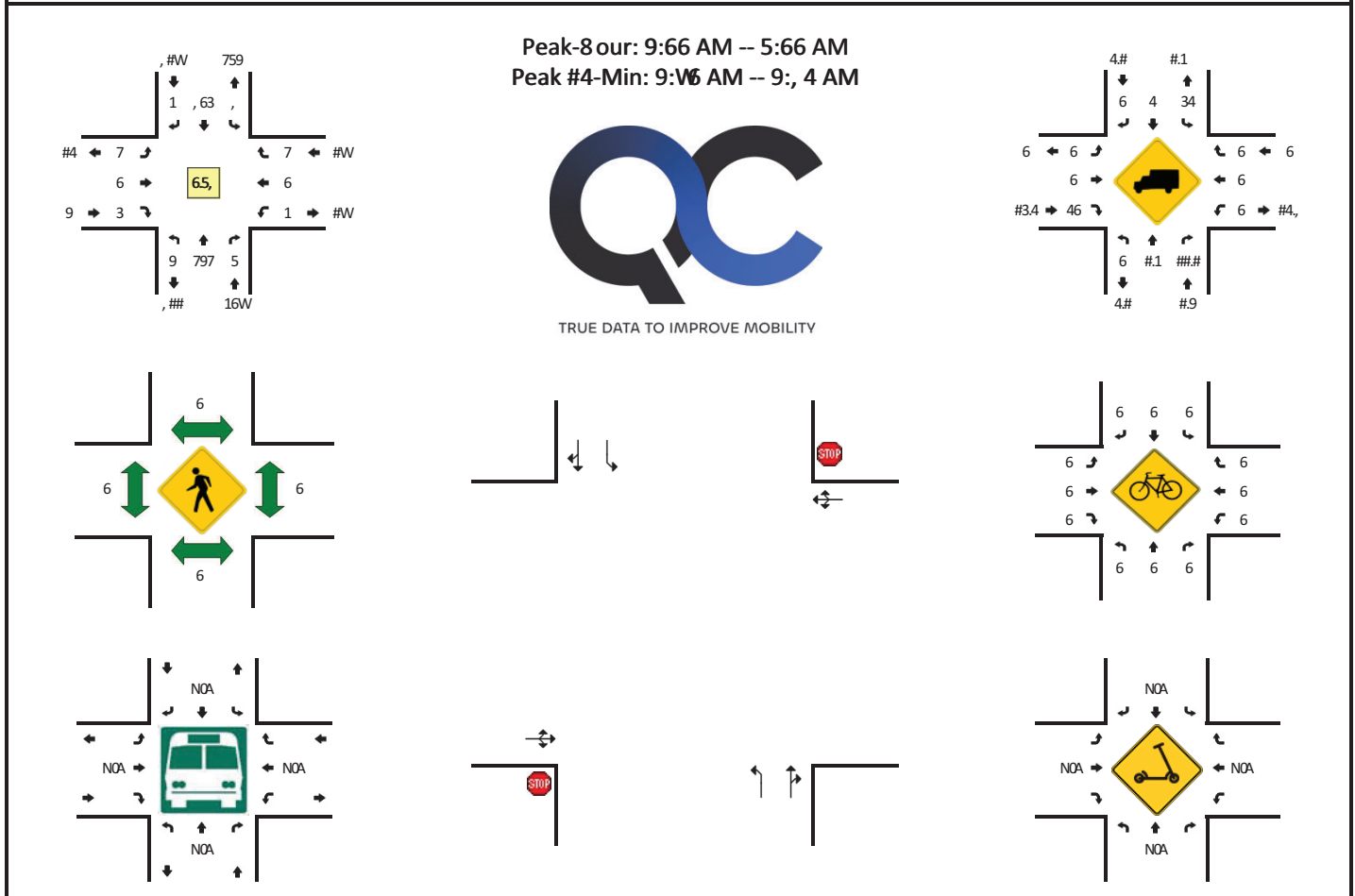
14-Min Count Period Beginning At	Aviation Pkwy (Northbound)				Aviation Pkwy (Southbound)				International Dr/Public Works Facility (Eastbound)				International Dr/Public Works Facility (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
3:14 PM	1	110	0	0	0	112	3	0	2	0	1	0	0	0	0	0	229	906
3:30 PM	0	.7	1	0	0	119	1	0	2	0	2	0	0	0	0	0	212	.79
3:54 PM	0	95	0	0	0	100	4	0	1	0	0	0	0	0	1	0	201	.71
5:00 PM	1	121	0	0	0	109	4	0	3	0	2	0	0	0	0	0	251	.3
5:14 PM	1	101	0	0	0	103	2	1	0	0	0	0	0	0	0	0	20.	.62
5:30 PM	0	101	0	0	0	104	1	0	0	0	2	0	0	0	0	0	209	.49
5:54 PM	2	102	0	0	0	101	4	0	2	0	2	0	0	0	0	0	215	.72
4:00 PM	1	96	0	0	0	101	1	0	0	0	4	0	0	0	0	0	205	.34
4:14 PM	1	.6	0	0	0	151	0	0	3	0	0	0	0	0	0	0	231	.4.
4:30 PM	5	125	0	0	0	122	2	0	2	0	0	0	0	0	0	0	245	903
4:54 PM	0	.6	0	0	0	91	1	0	3	0	4	0	0	0	0	0	1.6	.74
6:00 PM	0	.4	0	0	0	.2	3	0	6	0	1	0	0	0	0	0	177	.5.
6:14 PM	0	76	0	0	0	111	2	0	3	0	1	0	0	0	0	0	193	.10
6:30 PM	0	91	0	0	0	74	5	0	4	0	1	0	0	0	0	0	176	732
6:54 PM	0	.2	3	0	0	.5	2	0	1	0	2	0	0	0	0	0	175	720
Peak 14-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total	
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
All Vehicles	0	636	0	0	0	405	12	0	5	0	0	0	0	0	0	0	1146	
Heavy Trucks	0	0	0	0	0	5	5	0	0	0	0	0	0	0	0	0	.	
Buses																		
Pedestrians		0				0				0				0			0	
Bicycles	0	0	0		0	0	0		0	0	0		0	0	0		0	
Scoters																		
Comments:																		

Report generated on 12/11/2024 1:47 PM

SOURCE: Quality Counts, LLC ([http://www&qualitycounts&net](http://www.qualitycounts.net)) 1-. 77-4. 0-2212

LOCATION: Aviation Pkwy -- D lake County Convenience Center / WF wy
CITIZENSHIP: MorrisvilleSNC

QC JOB /: #1W3V61
FATE: ThuSFec, 3634



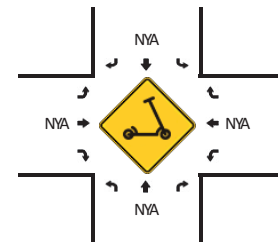
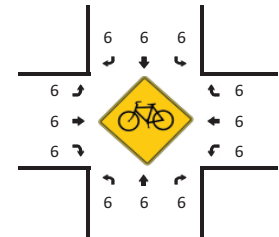
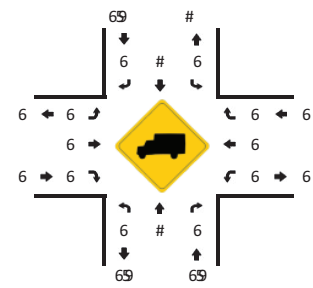
#4-Min Count Period Beginning At	Aviation Pkwy Northbound(				Aviation Pkwy Southbound(				D lake County Convenience Center / WF wy Eastbound(				D lake County Convenience Center / WF wy Westbound(				Total	Hourly Totals
	Left	Thru	Right	R	Left	Thru	Right	R	Left	Thru	Right	R	Left	Thru	Right	R		
7:66 AM	#	4	6	6	#	W	6	6	6	6	6	6	6	6	6	6	9W	
7:4 AM	6	41	6	6	6	W	6	6	6	6	6	6	6	6	6	6	53	
7:V6 AM	6	1#	6	6	6	41	#	6	6	6	6	6	6	6	6	6	#35	
7:, 4 AM	6	#3#	6	6	#	15	3	6	6	6	6	6	6	6	6	6	36W	461
1:66 AM	3	#V8	#	6	6	9W	W	6	6	6	6	6	6	6	6	6	33#	7, 4
1:4 AM	#	#34	#	6	6	51	3	6	6	6	#	6	6	3	6	6	335	193
1:V6 AM	#	#73	W	6	#	#67	#	6	6	6	6	6	#	6	6	6	314	539
1:, 4 AM	W	#V8	6	6	W	#4	3	6	#	6	6	6	#	6	W	6	377	55#
9:66 AM	3	#97	3	6	6	99	#	6	6	6	6	6	#	6	#	6	39#	#64#
9:4 AM	3	#, 3	6	6	W	#6#	3	6	#	6	6	6	#	6	3	6	344	#611
9:V6 AM	3	#9W	, 6	6	#	#63	3	6	4	6	6	6	3	6	3	6	V6W	#64
9:, 4 AM	3	#14	3	6	6	###	3	6	6	6	3	6	W	6	#	6	359	###
5:66 AM	3	#V	#	6	3	#6,	, 6	6	#	#	6	6	3	6	W	6	344	###
5:4 AM	#	#39	W	6	#	14	, 6	6	#	6	3	6	#	6	#	6	3#W	#675
5:V6 AM	6	#V8	, 6	6	W	#6	4	6	3	6	3	6	W	6	7	6	371	#6VW
5:, 4 AM	6	55	, 6	6	, ###	, 6	6	6	3	6	#	6	, 6	3	6	6	3V#	577
#6:66 AM	#	51	3	6	W	9,	#	6	3	6	6	6	W	6	6	6	#5W	56,
#6:4 AM	6	5W	#	6	6	96	4	6	6	6	6	6	6	6	4	6	#9,	914
#6:V6 AM	6	#6#	W	6	4	97	W	6	6	#	6	6	W	6	3	6	364	9#W
#6:, 4 AM	#	99	6	6	W	15	3	6	3	6	#	6	#	6	, 6	6	#9#	17W
##:66 AM	7	5#	3	6	#	99	#	6	#	6	6	6	#	6	#	6	#53	173
##:4 AM	#	5W	3	6	6	#6#	6	6	6	6	6	W	#	6	#	6	363	196
##:V6 AM	#	55	#	6	, 97	#	6	6	3	6	3	6	#	6	W	6	366	114
##:, 4 AM	6	5,	3	6	#	#5	6	6	6	6	6	W	#	6	, 6	6	33,	9#9
#3:66 PM	#	#67	3	6	6	#1	W	6	3	6	3	6	3	6	#	6	3V	973
#3:4 PM	W	#3,	, 6	6	, ###	#	6	6	#	6	, 6	6	W	6	#	6	347	5#7
#3:V6 PM	#	#4	, 6	6	3	#7	, 6	6	7	6	6	6	W	6	W	6	34#	571
#3:, 4 PM	3	#6W	W	6	3	, 6	6	6	6	6	#	6	3	6	3	6	344	559
#:66 PM	#	#4	W	6	6	#61	6	6	3	6	#	6	3	6	#	6	3V8	55,
#:4 PM	6	51	4	6	#	#66	W	6	W	6	3	6	, 6	W	W	6	3#9	547
#:V6 PM	W	###	, 6	6	3	#7	#	6	6	6	6	6	W	6	#	6	3,	5, 7
#:, 4 PM	#	54	1	6	4	#66	3	6	#	6	3	6	, 6	9	6	6	334	5#7
3:66 PM	6	#3#	W	6	3	51	, 6	6	#	6	6	6	, 6	W	W	6	3V#	5#5
3:4 PM	#	51	, 6	6	3	#36	, 6	6	#	6	3	6	, 6	W	W	6	3V	5V1
3:V6 PM	6	#6,	W	6	3	#65	6	6	6	6	#	6	W	6	6	6	333	5#9
3:, 4 PM	#	#61	4	6	, #33	#	6	6	3	6	6	6	, 6	, 6	6	6	3, 6	5VW
W66 PM	6	#6#	#	6	W	#35	6	6	#	6	#	6	W	6	W	6	3, 3	5, 6

#4-Min Count Period Beginning At	Aviation Pkwy Northbound				Aviation Pkwy Southbound				Duke County Convenience Center / WFWY Eastbound				Duke County Convenience Center / WFWY Westbound				Total	Hourly Totals
	Left	Thru	Right	R	Left	Thru	Right	R	Left	Thru	Right	R	Left	Thru	Right	R		
W#4 PM	#	#6W	W	6	3	#34	6	6	W	6	3	6	#	6	,	6	3,,	5,9
W#6 PM	W	##,	3	6	3	#V6	,	6	3	6	3	6	#	6	6	3	373	599
W, 4 PM	3	#3#	6	6	W	##5	#	6	W	6	#	6	#	6	#	6	343	#666
, :66 PM	#	#67	3	6	W	#, 3	,	6	6	6	3	6	3	6	W	6	374	#63W
, :#4 PM	,	#64	6	6	#	#44	W	6	7	#	6	6	#	6	3	6	319	#641
, :V6 PM	6	#67	#	6	3	#1W	6	6	4	6	,	6	#	6	#	6	35W	#699
, : 4 PM	3	#6#	W	6	6	#41	6	6	#	6	6	6	#	6	3	6	371	#6W
4:66 PM	W	#61	#	6	3	#, W	#	6	W	6	4	6	6	6	3	6	371	##64
4:#4 PM	#	#65	W	6	6	#V0	6	6	,	6	#	6	3	6	W	6	37#	#699
4:V6 PM	3	##6	#	6	#	#65	#	6	3	6	4	6	#	6	6	6	3V0	#631
4:, 4 PM	7	#, #	#	6	3	#33	7	6	3	6	,	6	#	6	W	6	399	#6,9
7:66 PM	5	##5	6	6	6	#VW	3	6	W	6	5	6	6	6	6	6	314	#647
7:#4 PM	#6	#3W	#	6	3	#3,	W	6	6	#	9	6	#	6	3	6	314	#616
7:V6 PM	3	#34	#	6	#	#34	1	6	#	6	7	6	3	6	#	6	31#	##65
7:, 4 PM	,	##W	#	6	6	#69	1	6	3	6	#	6	#	6	6	6	3V1	#649
Peak #4-Min Lowrates	Northbound				Southbound				Eastbound				Westbound				Total	
	Left	Thru	Right	R	Left	Thru	Right	R	Left	Thru	Right	R	Left	Thru	Right	R		
All Vehicles	9	1V0	#7	6	,	, 69	9	6	36	6	6	6	9	6	9	6	#3#3	
Heavy Trucks	6	#3	,		,	V0	6		6	6	6	6	6	6	6		43	
Buses																		
Pedestrians		6				6				6				6			6	
Bicycles	6	6	6		6	6	6		6	6	6		6	6	6		6	
Ycooters																		
Comments:																		

Report generated on #30##03634 #:41 PM

YOR) CE: Quality CountsSLLC Http://www.qualitycounts.net(#911-496-33#3

QC JOB /: #1W73W62
FATE: Sat, Feb 7 3634

Page 1 of 2

#4-Min Count Period Beginning At	Aviation Pkwy Northbound				Aviation Pkwy Southbound				Duke County Convenience Center / WFWY Eastbound				Duke County Convenience Center / WFWY Westbound				Total	Hourly Totals
	Left	Thru	Right	R	Left	Thru	Right	R	Left	Thru	Right	R	Left	Thru	Right	R		
W#4 PM	.	#.	9	6	W	#62	6	6	6	6	#	6	9	6	3	6	346	99#
W#6 PM	.	93	#	6	3	#1	6	6	6	6	4	6	#6	6	3	6	3. W	947
W. 4 PM	4	99	9	6	3	94	W	6	6	6	4	6	1	6	W	6	332	976
.:66 PM	7	#36	4	6	W	#6W	6	6	W	6	7	6	1	6	7	6	349	926
.: #4 PM	W	#62	W	6	#	#63	W	6	4	6	#6	6	.	6	3	6	3. #	91#
.: #6 PM	9	#6	4	6	.	#6W	4	6	W	6	3	6	W	6	W	6	3. 1	914
.: . 4 PM	1	#64	4	6	#	#66	7	6	.	6	1	6	W	3	#	6	3. #	922
4:66 PM	W	###	7	6	4	#6.	3	6	#	6	.	6	4	6	W	6	3. .	91W
4: #4 PM	#	97	1	6	2	#1	3	6	#	6	W	6	1	6	4	6	3. 1	919
4: #6 PM	7	#. 3	4	6	6	##W	.	6	#	#	.	6	W	6	.	6	32W	#6#4
4: . 4 PM	4	#64	W	6	6	27	3	6	6	6	3	6	4	6	#	6	369	92W
7:66 PM	1	#66	W	6	#	13	.	6	#	6	.	6	#	6	W	6	#97	9W
7: #4 PM	3	2.	W	6	6	#63	6	6	3	6	6	6	3	6	#	6	#97	22.
7: #6 PM	1	#63	#	6	W	11	3	6	6	6	W	6	3	6	W	6	366	26#
7: . 4 PM	1	94	W	6	6	2.	.	6	.	6	.	6	W	6	W	6	361	199
Peak #4-Min Hourly Rates	Northbound				Southbound				Eastbound				Westbound				Total	
	Left	Thru	Right	R	Left	Thru	Right	R	Left	Thru	Right	R	Left	Thru	Right	R		
All Vehicles	6	426	W8	.	6	776	2	6	.	6	.	6	32	6	.	6	#W8.	
Heavy Trucks	6	6	6		6	2	6		6	6	6		6	6	6		2	
Buses																		
Pedestrians		6				6				6				6			6	
Bicycles	6	6	6		6	6	6		6	6	6		6	6	6		6	
Scooters																		
Comments:																		

Report generated on 3/11/2013 4:41 PM

SOURCE: Quality Counts, LLC <http://www.qualitycounts.net> (800-211-426-3333)

Appendix C

Approved Development Data



Revised Traffic Impact Analysis

Aviation Parkway Campus Expansions

Morrisville, NC

Prepared for:

Town of Morrisville

Kimley»Horn

© Kimley-Horn and Associates, Inc. 2024

Revised Traffic Impact Analysis for

Aviation Parkway Campus Expansions

Morrisville, North Carolina

Prepared for:

**Town of Morrisville, Wake County, and
Hindu Society of North Carolina**

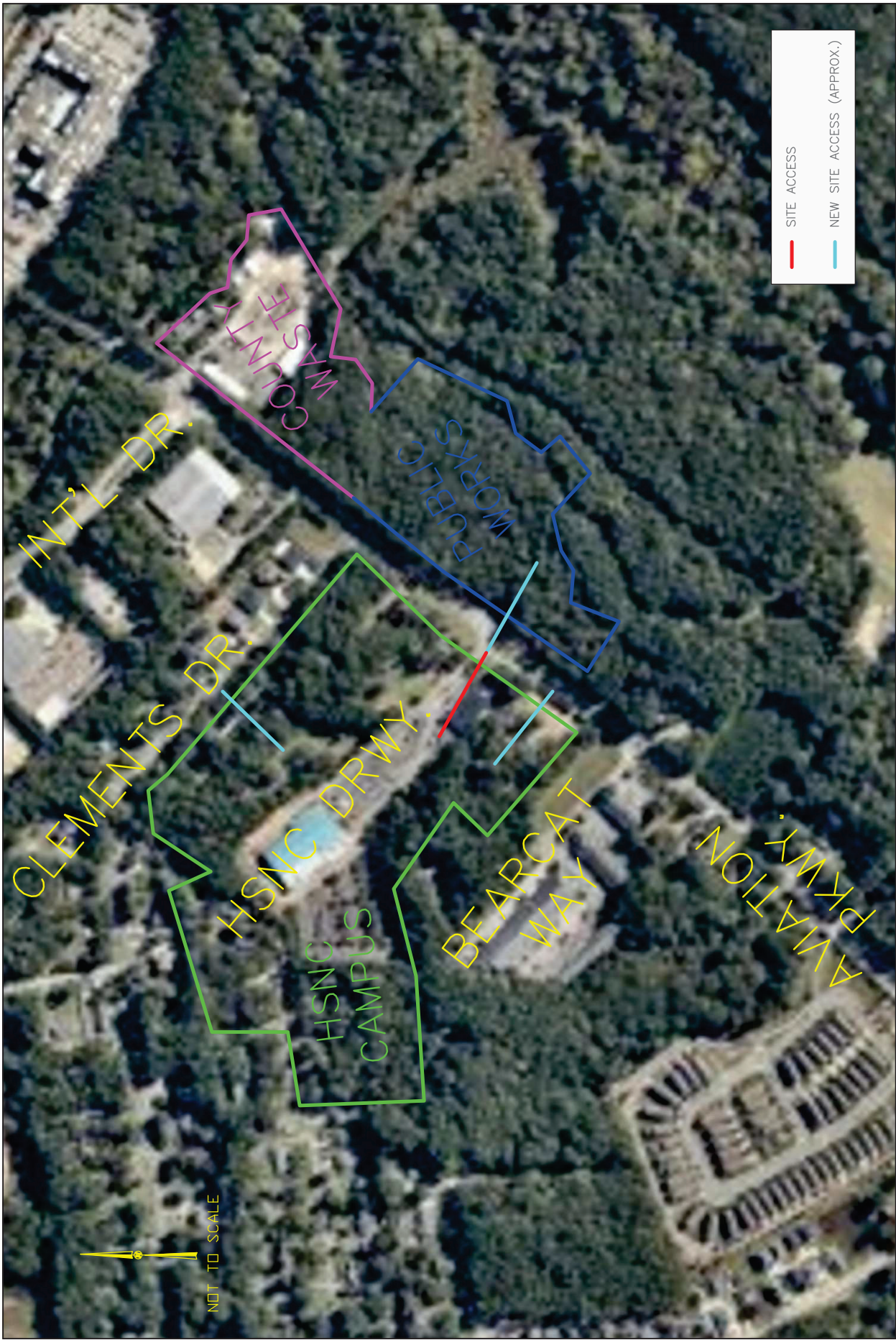
Prepared By:

Kimley-Horn and Associates, Inc.
NC License #F-0102
300 S. Main Street
Holly Springs, NC 27540

016447000
April 2024







Trip Generation

As many of these uses do not have specific categories in the ITE *Trip Generation Manual*, trip generation calculations were performed based on a combination of ITE data and factored driveway volumes from existing sites.

HSNC Campus

The current HSNC campus includes a ~7200 square foot (SF) temple, a ~21,100 SF activity center/learning center (including kitchen space), and a few residences for priests located along Fairview Avenue to the rear of the activity center site. As currently envisioned, new facilities are proposed on campus that would include a new 30,000 SF temple, a 20,000 SF community center with educational and recreational programs for members of the HSNC (mid-day activities for seniors, afternoon/evening activities for youth and adults), a 12,000 SF community center expansion (planned for kitchen/cafeteria space as a support use to other activities), a 20,000 SF religious space (the Yagnashala) proposed to be used for weekend/special events, and up to 20 low-rise multifamily DU for priest quarters/guest house for visiting spiritual leaders. Repurposing of the existing temple as a multipurpose/“welcome center” and the existing activity center will be converted for use as an off-peak assembly hall.

Consistent with scoping discussions, the following methodology was used to calculate the trip generation potential of the proposed uses during the weekday peak hours:

- Temple: assumed to be double the existing driveway volume
- Community center: used data from ITE LUC 495 (community center)
- Yagnashala, Kitchen/Cafeteria, Priest Quarters: no separate trip generation since accounted for in existing driveway volumes

Furthermore, to account for the repurposed existing temple and activity center, no reductions will be applied to the proposed trip generation or network volumes.

For Saturday trip generation, the total expanded campus trip generation was estimated as a 50% increase above the special event (used as the basis of driveway volume counts) in April 2023. As such, only the net increase in trips above the counted Saturday peak was assigned.

Town Public Works Facility

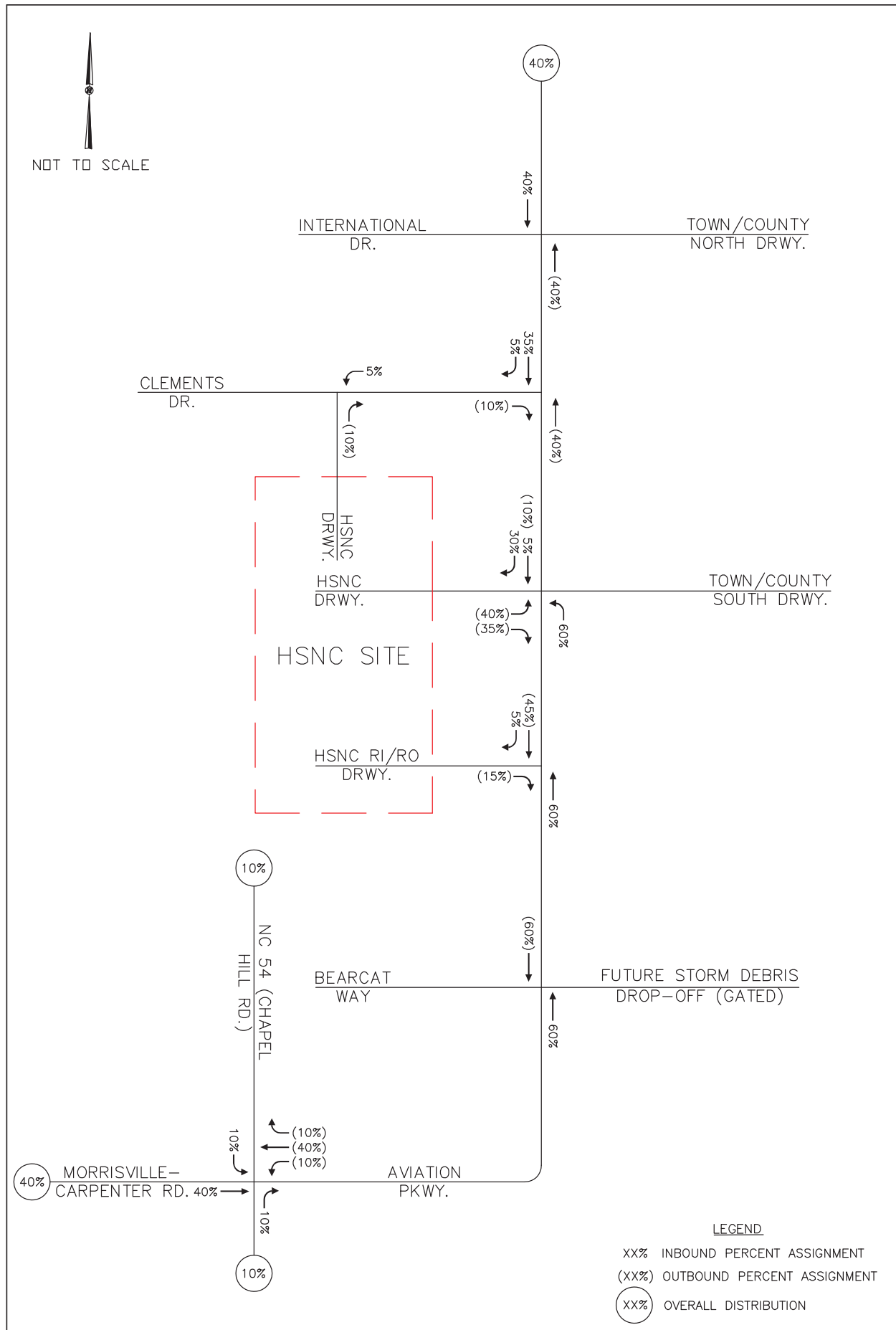
The current Town Public Works facility serves approximately 8 full-time on-site employees as well as 18 additional employees that park on site but work throughout Town during the day. The proposed expansion is anticipated to employ a total 10 full-time employees and approximately 25 additional employees working throughout Town, along with accommodating some vehicle and tool storage. For this analysis, trip generation for the Public Works Campus will be calculated as a 30% increase in driveway volumes collected at the existing site access. No material volume of site traffic is anticipated on typical Saturdays from the Public Works facility, so no weekend trip generation was calculated.

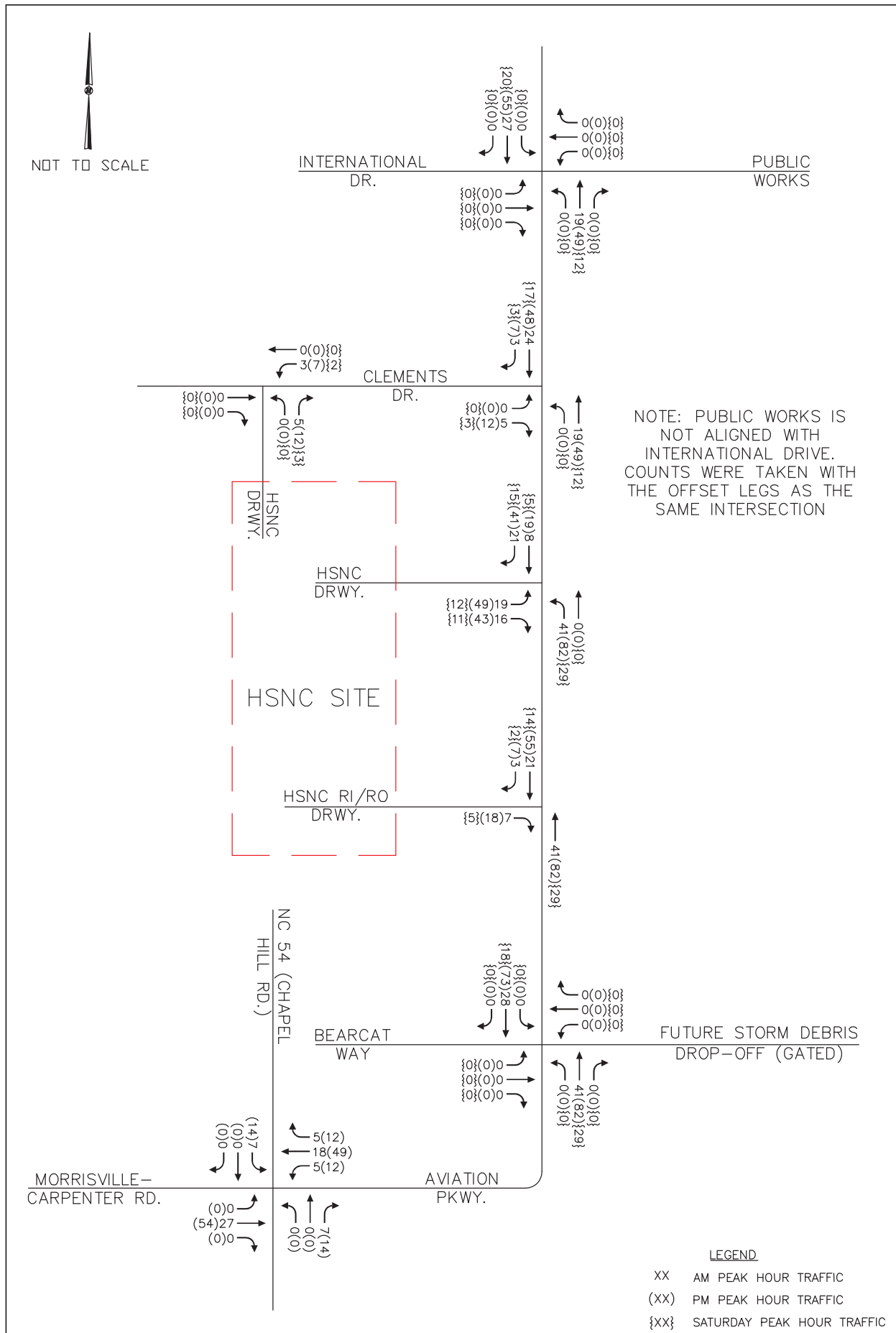
Wake County Convenience Center Campus

The current County Convenience Center employs 2 full-time employees and provides 4 waste containers and other drop-off containers. The proposed expansion is anticipated to employ 3 full-time employees and 2-3 part-time attendants, and will provide 12 waste containers. For this analysis, weekday peak and Saturday peak trip generation for the Public Works Campus will be calculated as a 100% increase in driveway volumes collected at the existing site access.

Table 1 details the trip generation calculations. Note: while the Saturday peak below for the HSNC campus represents total trip generation, only the net increase above the existing site was assigned (these trips represent a 50% increase above existing). All site trips for other HSNC peaks (which are expected to be additive on existing volumes) and the Town and County Campus expansions were added to the network.

Table 1 Trip Generation											
Land Use	Intensity	Daily	AM Peak Hour			PM Peak Hour			Saturday Mid-Day Peak		
		Total	Total	In	Out	Total	In	Out	Total	In	Out
HSNC Campus											
Recreational Community Center (ITE Land Use Code 495)	20,000 s.f.	576	38	25	13	85	40	45	0	0	0
Temple	30,000 s.f.	1,814	76	43	34	173	97	77	237	146	91
Total Trips: HSNC Campus		2,390	114	68	47	258	137	122	237	146	91
Trips Added with Expansion (Assigned in TIA)		2,390	114	68	47	258	137	122	79	49	30
Proposed Wake County Convenience Center											
County Convenience Center		720	36	20	16	96	50	46	220	108	112
Town Public Works Facility											
Town Public Works Facility		286	29	16	13	18	3	15	0	0	0





Appendix D

Trip Generation Calculations

West Wake Solid Waste Facility

Table 1 - Trip Generation: Existing Facility (per Driveway Counts)

Land Use	Weekday - Daily			AM Peak Hour			PM Peak Hour			Saturday Peak Hour		
	Total	In	Out	Total	In	Out	Total	In	Out	Total	In	Out
- Existing Wake County Convenience Center: May 2023	352	200	152	18	10	8	48	25	23	110	54	56
- Existing Wake County Convenience Center: Dec 2025	383	194	189	27	14	13	25	12	13	110	46	47
Existing Trips (Rounded Daily): Max of May 2023/Dec 2025	390	195	195	27	14	13	48	25	23	110	54	56

West Wake Solid Waste Facility

Table 2 - Trip Generation: Proposed West Wake Solid Waste Facility

Land Use	Weekday - Daily			AM Peak Hour			PM Peak Hour			Saturday Peak Hour		
	Total	In	Out	Total	In	Out	Total	In	Out	Total	In	Out
- Existing Wake County Convenience Center	390	195	195	27	14	13	48	25	23	110	54	56
- Proposed Wake County Convenience Center	780	390	390	54	28	26	96	50	46	220	108	112
Total Net New External Trips	780	390	390	54	28	26	96	50	46	220	108	112

Appendix E

Volume Development Spreadsheet

INTERSECTION ANALYSIS SHEET

Project: West Wake Solid Waste Facility
 Location: Morrisville, NC
 Ct. Date: 12/4/2025
 N/S Street: Aviation Parkway
 E/W Street: International Drive/Public Works

	AM In	AM Out	PM In	PM Out	Sat In	Sat Out
County Conven.:	28	26	50	46	108	112
Annual Growth Rate (Buildout):	2.0%			Existing Year: 2025		
Growth Factor (Buildout):	0.082			Buildout Year: 2029		

AM PEAK HOUR
 AM PHF = 0.95

Description	International Drive Eastbound			Public Works Westbound			Aviation Parkway Northbound			Aviation Parkway Southbound		
	Left	Through	Right	Left	Through	Right	Left	Through	Right	Left	Through	Right
2025 Traffic Count	34	2	6	2	0	9	10	684	2	0	406	65
Count Balancing	0	0	0	0	0	0	0	0	0	0	0	0
2025 Existing Traffic	34	2	6	2	0	9	10	684	2	0	406	65
Growth Factor 2.0% per year to Build-out	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.082	0.000	0.000	0.082	0.000
2029 Background Growth	0	0	0	0	0	0	0	56	0	0	33	0
Committed Projects												
HSNC Campus Expansion	0	0	0	0	0	0	0	19	0	0	27	0
Total Committed Traffic	0	0	0	0	0	0	0	19	0	0	27	0
2029 Background Traffic	34	2	6	2	0	9	10	759	2	0	466	65
Project Traffic												
County Site Trips												
Percent Assignment Inbound	0%	0%	0%	0%	0%	0%	0%	0%	70%	30%	0%	0%
Inbound Project Traffic	0	0	0	0	0	0	0	0	20	8	0	0
Percent Assignment Outbound	0%	0%	0%	70%	0%	30%	0%	0%	0%	0%	0%	0%
Outbound Project Traffic	0	0	0	18	0	8	0	0	0	0	0	0
Total County Site Traffic	0	0	0	18	0	8	0	0	20	8	0	0
Total Project Traffic	0	0	0	18	0	8	0	0	20	8	0	0
Existing Town PW Site Traffic - 60% Reduction	0	-1	0	-1	0	-5	0	0	-1	0	0	0
Reduction of Existing WW Site # Trips	0	0	0	0	0	0	0	-6	0	0	-7	0
2029 Buildout Total	34	1	6	19	0	12	10	753	21	8	459	65
Overall Percent Impact	4%											

PM PEAK HOUR
 PM PHF = 0.93

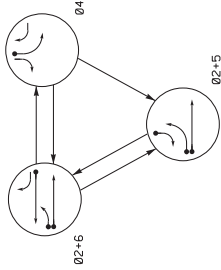
Description	International Drive Eastbound			Public Works Westbound			Aviation Parkway Northbound			Aviation Parkway Southbound		
	Left	Through	Right	Left	Through	Right	Left	Through	Right	Left	Through	Right
2025 Traffic Count	77	0	14	1	2	3	6	428	1	0	618	58
Count Balancing	0	0	0	0	0	0	0	0	0	0	0	0
2025 Existing Traffic	77	0	14	1	2	3	6	428	1	0	618	58
Growth Factor 2.0% per year to Build-out	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.082	0.000	0.000	0.082	0.000
2029 Background Growth	0	0	0	0	0	0	0	35	0	0	51	0
Committed Projects												
HSNC Campus Expansion	0	0	0	0	0	0	0	49	0	0	55	0
Total Committed Traffic	0	0	0	0	0	0	0	49	0	0	55	0
2029 Background Traffic	77	0	14	1	2	3	6	512	1	0	724	58
Project Traffic												
County Site Trips												
Percent Assignment Inbound	0%	0%	0%	0%	0%	0%	0%	0%	70%	30%	0%	0%
Inbound Project Traffic	0	0	0	0	0	0	0	0	35	15	0	0
Percent Assignment Outbound	0%	0%	0%	70%	0%	30%	0%	0%	0%	0%	0%	0%
Outbound Project Traffic	0	0	0	32	0	14	0	0	0	0	0	0
Total County Site Traffic	0	0	0	32	0	14	0	0	35	15	0	0
Total Project Traffic	0	0	0	32	0	14	0	0	35	15	0	0
Existing Town PW Site Traffic - 60% Reduction	0	0	0	-1	-1	-2	0	0	-1	0	0	0
Reduction of Existing WW Site # Trips	0	0	0	0	0	0	0	-7	0	0	-5	0
2029 Buildout Total	77	0	14	32	1	15	6	505	35	15	719	58
Overall Percent Impact	6%											

SATURDAY PEAK HOUR
 SAT PHF = 0.86

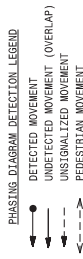
Description	International Drive Eastbound			Public Works Westbound			Aviation Parkway Northbound			Aviation Parkway Southbound		
	Left	Through	Right	Left	Through	Right	Left	Through	Right	Left	Through	Right
2025 Traffic Count	8	0	4	0	0	0	4	510	0	0	458	11
Count Balancing	0	0	0	0	0	0	0	0	0	0	0	0
2025 Existing Traffic	8	0	4	0	0	0	4	510	0	0	458	11
Growth Factor 2.0% per year to Build-out	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.082	0.000	0.000	0.082	0.000
2029 Background Growth	0	0	0	0	0	0	0	42	0	0	38	0
Committed Projects												
HSNC Campus Expansion	0	0	0	0	0	0	0	12	0	0	20	0
Total Committed Traffic	0	0	0	0	0	0	0	12	0	0	20	0
2029 Background Traffic	8	0	4	0	0	0	4	564	0	0	516	11
Project Traffic												
County Site Trips												
Percent Assignment Inbound	0%	0%	0%	0%	0%	0%	0%	0%	70%	30%	0%	0%
Inbound Project Traffic	0	0	0	0	0	0	0	0	76	32	0	0
Percent Assignment Outbound	0%	0%	0%	70%	0%	30%	0%	0%	0%	0%	0%	0%
Outbound Project Traffic	0	0	0	78	0	34	0	0	0	0	0	0
Total County Site Traffic	0	0	0	78	0	34	0	0	76	32	0	0
Total Project Traffic	0	0	0	78	0	34	0	0	76	32	0	0
Existing Town PW Site Traffic - 60% Reduction	0	0	0	0	0	0	0	0	0	0	0	0
Reduction of Existing WW Site # Trips	0	0	0	0	0	0	0	-16	0	0	-10	0
2029 Buildout Total	8	0	4	78	0	34	4	548	76	32	506	11
Overall Percent Impact	17%											

Appendix F
Signal Design Plan
& Timing Data

PHASING DIAGRAM

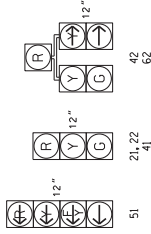


SIGNAL FACE	PHASE
21.22	G R Y
41	R R G R
42	R R G R
51	R R G R
61	R R G R
62	R R G R



SIGNAL FACE I.D.

All Heads L-E.D.

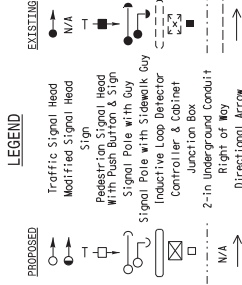
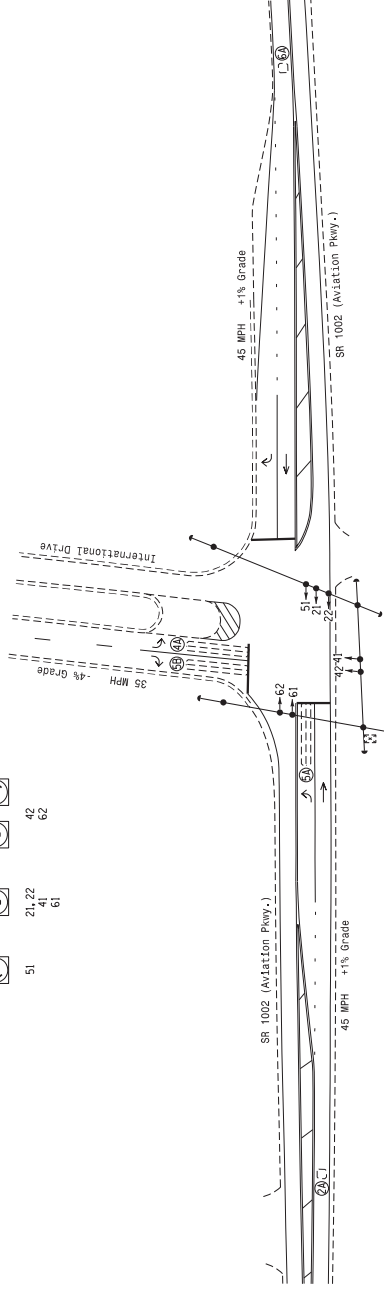


LOOP NO	INDUCTIVE LOOPS		TIMING		DETECTOR UNITS			
	SIZE (ft)	SPACING (ft)	PHASE	TIME (sec)	FEATURE	DET TYPE		
2A	6x6	300	EXIST	-	X	-	N	
4A	6x40	0	2-4-2	-	X	4	-	S
5A	6x40	0	2-4-2	-	X	2	DELAY	15
5B	6x40	0	2-4-2	-	X	2	DELAY	15
6A	6x6	300	EXIST	-	X	6	-	N

3 Phase
Fully Actuated
(Cary Signal System)

NOTES

1. Refer to "Roadway Standard Drawings NC001" dated January 2012 and "Standard Specifications" dated January 2012.
2. Do not program signal for late night flashing operation unless otherwise directed by the Engineer.
3. Phase 5 may be lagged.
4. Set all detector units to presence mode.
5. Pavement markings are existing.
6. Maximum times shown in timing chart are for free-run operation only. Coordinated signal system timing values supersede these values.
7. Install new ASC/3 software in existing controller.
8. Cary Signal System data: Fiber Channel #: 17.



PHASE	02	04	05	06
MINIMUM GREEN *	12 SEC	7 SEC	7 SEC	12 SEC
VEHICLE EXT *	6.0 SEC	2.0 SEC	2.0 SEC	6.0 SEC
YELLOW CHANGE INT.	4.4 SEC	3.0 SEC	3.0 SEC	4.4 SEC
RED CLEARANCE	1.5 SEC	2.4 SEC	2.6 SEC	1.5 SEC
MAX 1 *	90 SEC	25 SEC	20 SEC	90 SEC
RECALL POSITION	MIN RECALL	NONE	NONE	MIN RECALL
LOCK DET.	ON	OFF	OFF	ON
WALK *	- SEC	- SEC	- SEC	- SEC
RED CLEAR	- SEC	- SEC	- SEC	- SEC
VOLUME ENDSRT	ON	OFF	OFF	ON
ACTUATION B4 AID *	- VEH	- VEH	- VEH	- VEH
SEC PER ACTUATION *	2.5 SEC	- SEC	- SEC	2.5 SEC
MAX INITIAL *	34 SEC	- SEC	- SEC	34 SEC
TIME B4 REDUCTION *	15 SEC	- SEC	- SEC	15 SEC
TIME TO REDUCE *	40 SEC	- SEC	- SEC	40 SEC
MINIMUM GAP *	3.0 SEC	- SEC	- SEC	3.0 SEC
DUAL ENTRY	ON	ON	ON	ON
SIMULTANEOUS GAP	ON	ON	ON	ON

* Values may be field adjusted. Do not adjust the Green and Extension times for phases 2 and 6 lower than what is shown. Min. Green for all other phases should not be lower than 4 seconds.

Signal Upgrade

Prepared by: [Signature]

Checked by: [Signature]

Reviewed by: [Signature]

Approved by: [Signature]

Scale: 1"=40'

North Arrow

SR 1002 (Aviation Pkwy.)

International Drive

Wake County

Division 5

Plan Date: October 2015

Revised By: P. N. 2/11/17

Revised By: [Signature]

Revised By: [Signature]

Revised By: [Signature]

Revised By: [Signature]

Revised By: [Signature]

Revised By: [Signature]

Revised By: [Signature]

SR 1002 (Aviation Pkwy.)

International Drive

Wake County

Division 5

Plan Date: October 2015

Revised By: P. N. 2/11/17

Revised By: [Signature]

Revised By: [Signature]

Revised By: [Signature]

Revised By: [Signature]

Revised By: [Signature]

Revised By: [Signature]

Revised By: [Signature]

Revised By: [Signature]

Revised By: [Signature]

Revised By: [Signature]

Scale: 1"=40'

North Arrow

SR 1002 (Aviation Pkwy.)

International Drive

Wake County

Division 5

Plan Date: October 2015

Revised By: P. N. 2/11/17

Revised By: [Signature]

Revised By: [Signature]

Revised By: [Signature]

Revised By: [Signature]

Revised By: [Signature]

Revised By: [Signature]

Revised By: [Signature]

Revised By: [Signature]

Revised By: [Signature]

Revised By: [Signature]

Revised By: [Signature]

Weekday Timings

AM

Inv. No.	LOCATIONS	OFFSETS	PHASES								A=1,B=3,C=5,D=7
			1	2	3	4	5	6	7	8	
1533	Evans Rd	98	35	50	15	20	20	65	15	20	
1550	International Drive	7		98		22	15	83			
1281	Chapel Hill	93	15	40	20	45	23	32	20	45	
2258	Town Hall	70	15	65	15	25	15	65			

PM

Inv. No.	LOCATIONS	OFFSETS	PHASES								A=1,B=3,C=5,D=7
			1	2	3	4	5	6	7	8	
1533	Evans Rd	77	30	40	25	25	20	50	25	25	
1550	International Drive	47		98		22	15	83			

Inv. No.	LOCATIONS	OFFSETS	PHASES								A=1,B=3,C=5,D=7
			1	2	3	4	5	6	7	8	
1281	Chapel Hill Rd	53	20	60	20	60	38	42	20	60	
2258	Town Hall Dr	39		120	15	25	15	105			

Weekend Timings

AM

[illegible]

PM

[illegible]

Appendix G
Synchro Output:
Existing (2025)

West Wake Solid Waste Facility #3
1: Aviation Parkway & International Drive

Existing (2025) AM
01/29/2026

Lane Group	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (vph)	36	6	10	686	408	65
Future Volume (vph)	36	6	10	686	408	65
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12
Grade (%)	-4%			1%	1%	
Storage Length (ft)	0	200	125			0
Storage Lanes	1	1	1			1
Taper Length (ft)	50		100			
Satd. Flow (prot)	1102	986	1761	1853	1767	1502
Flt Permitted	0.950		0.480			
Satd. Flow (perm)	1102	986	890	1853	1767	1502
Right Turn on Red		No				No
Satd. Flow (RTOR)						
Link Speed (mph)	35			45	45	
Link Distance (ft)	1044			1081	116	
Travel Time (s)	20.3			16.4	1.8	
Confl. Peds. (#/hr)						
Confl. Bikes (#/hr)						
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90
Growth Factor	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	67%	67%	2%	2%	7%	7%
Bus Blockages (#/hr)	0	0	0	0	0	0
Parking (#/hr)						
Mid-Block Traffic (%)	0%			0%	0%	
Shared Lane Traffic (%)						
Lane Group Flow (vph)	40	7	11	762	453	72
Turn Type	Prot	pm+ov	D.P+P	NA	NA	pm+ov
Protected Phases	4	5	5	2	6	4
Permitted Phases		4	6			6
Detector Phase	4	5	5	2	6	4
Switch Phase						
Minimum Initial (s)	7.0	7.0	7.0	12.0	12.0	7.0
Minimum Split (s)	13.0	13.0	13.0	18.0	18.0	13.0
Total Split (s)	22.0	15.0	15.0	98.0	83.0	22.0
Total Split (%)	18.3%	12.5%	12.5%	81.7%	69.2%	18.3%
Yellow Time (s)	3.0	3.0	3.0	4.4	4.4	3.0
All-Red Time (s)	2.4	2.6	2.6	1.5	1.5	2.4
Lost Time Adjust (s)	-0.4	-0.6	-0.6	-0.9	-0.9	-0.4
Total Lost Time (s)	5.0	5.0	5.0	5.0	5.0	5.0
Lead/Lag		Lead	Lead		Lag	
Lead-Lag Optimize?		Yes	Yes		Yes	
Recall Mode	None	None	None	C-Max	C-Max	None
Act Effect Green (s)	9.8	19.9	100.7	103.7	98.7	113.0
Actuated g/C Ratio	0.08	0.17	0.84	0.86	0.82	0.94
v/c Ratio	0.45	0.04	0.01	0.48	0.31	0.05
Control Delay (s/veh)	67.5	38.8	2.2	3.9	5.0	1.0
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	67.5	38.8	2.2	3.9	5.0	1.0

West Wake Solid Waste Facility #3
1: Aviation Parkway & International Drive

Existing (2025) AM
01/29/2026



Lane Group	EBL	EBR	NBL	NBT	SBT	SBR
LOS	E	D	A	A	A	A
Approach Delay (s/veh)	63.2			3.8	4.4	
Approach LOS	E			A	A	
Queue Length 50th (ft)	47	7	1	120	59	0
Queue Length 95th (ft)	101	27	5	226	194	12
Internal Link Dist (ft)	964			1001	36	
Turn Bay Length (ft)		200	125			
Base Capacity (vph)	156	183	826	1601	1452	1436
Starvation Cap Reductn	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0
Reduced v/c Ratio	0.26	0.04	0.01	0.48	0.31	0.05

Intersection Summary

Area Type: Other

Cycle Length: 120

Actuated Cycle Length: 120

Offset: 7 (6%), Referenced to phase 2:NBT and 6:NBSB, Start of Green

Natural Cycle: 50

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.48

Intersection Signal Delay (s/veh): 6.2

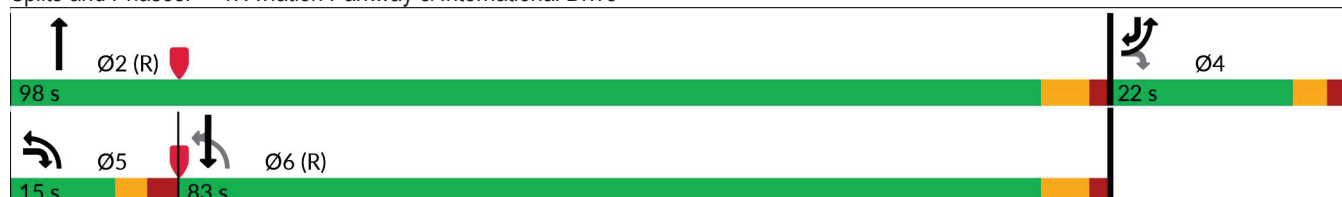
Intersection LOS: A

Intersection Capacity Utilization 50.3%

ICU Level of Service A

Analysis Period (min) 15

Splits and Phases: 1: Aviation Parkway & International Drive



West Wake Solid Waste Facility #3
11: Aviation Parkway & Public Works Drwy.

Existing (2025) AM
01/29/2026

						
Lane Group	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (vph)	4	9	718	4	4	471
Future Volume (vph)	4	9	718	4	4	471
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12
Grade (%)	0%		0%			0%
Storage Length (ft)	0	0		0	0	
Storage Lanes	1	0		0	0	
Taper Length (ft)	25				25	
Satd. Flow (prot)	1334	0	1861	0	0	3374
Flt Permitted	0.986					
Satd. Flow (perm)	1334	0	1861	0	0	3374
Link Speed (mph)	25		45			45
Link Distance (ft)	1170		116			200
Travel Time (s)	31.9		1.8			3.0
Confl. Peds. (#/hr)						
Confl. Bikes (#/hr)						
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90
Growth Factor	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	27%	27%	2%	2%	7%	7%
Bus Blockages (#/hr)	0	0	0	0	0	0
Parking (#/hr)						
Mid-Block Traffic (%)	0%		0%			0%
Shared Lane Traffic (%)						
Lane Group Flow (vph)	14	0	802	0	0	527
Sign Control	Stop		Free			Free
Intersection Summary						
Area Type:	Other					
Control Type:	Unsignalized					
Intersection Capacity Utilization	48.0%		ICU Level of Service A			
Analysis Period (min)	15					

Intersection						
Int Delay, s/veh	0.3					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations	W	W	T	T	T	T
Traffic Vol, veh/h	4	9	718	4	4	471
Future Vol, veh/h	4	9	718	4	4	471
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	27	27	2	2	7	7
Mvmt Flow	4	10	798	4	4	523

Major/Minor	Minor1	Major1	Major2
Conflicting Flow All	1071	800	0
Stage 1	800	-	-
Stage 2	271	-	-
Critical Hdwy	7.005	6.605	-
Critical Hdwy Stg 1	5.805	-	-
Critical Hdwy Stg 2	6.205	-	-
Follow-up Hdwy	3.7565	3.5565	-
Pot Cap-1 Maneuver	198	337	-
Stage 1	389	-	-
Stage 2	690	-	-
Platoon blocked, %		-	-
Mov Cap-1 Maneuver	197	337	-
Mov Cap-2 Maneuver	197	-	-
Stage 1	389	-	-
Stage 2	685	-	-

Approach	WB	NB	SB
HCM Ctrl Dly, s/v	18.73	0	0.14
HCM LOS	C		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT
Capacity (veh/h)	-	-	277	30
HCM Lane V/C Ratio	-	-	0.052	0.006
HCM Ctrl Dly (s/v)	-	-	18.7	9.6
HCM Lane LOS	-	-	C	A
HCM 95th %tile Q(veh)	-	-	0.2	0

West Wake Solid Waste Facility #3
1: Aviation Parkway & International Drive

Existing (2025) PM
01/29/2026

						
Lane Group	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (vph)	77	14	6	429	619	60
Future Volume (vph)	77	14	6	429	619	60
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12
Grade (%)	-4%			1%	1%	
Storage Length (ft)	0	200	125			0
Storage Lanes	1	1	1			1
Taper Length (ft)	50		100			
Satd. Flow (prot)	1674	1498	1744	1835	1818	1545
Flt Permitted	0.950		0.339			
Satd. Flow (perm)	1674	1498	622	1835	1818	1545
Right Turn on Red		No				No
Satd. Flow (RTOR)						
Link Speed (mph)	35			45	45	
Link Distance (ft)	1044			1081	116	
Travel Time (s)	20.3			16.4	1.8	
Confl. Peds. (#/hr)						
Confl. Bikes (#/hr)						
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90
Growth Factor	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	10%	10%	3%	3%	4%	4%
Bus Blockages (#/hr)	0	0	0	0	0	0
Parking (#/hr)						
Mid-Block Traffic (%)	0%			0%	0%	
Shared Lane Traffic (%)						
Lane Group Flow (vph)	86	16	7	477	688	67
Turn Type	Prot	pm+ov	D.P+P	NA	NA	pm+ov
Protected Phases	4	5	5	2	6	4
Permitted Phases		4	6			6
Detector Phase	4	5	5	2	6	4
Switch Phase						
Minimum Initial (s)	7.0	7.0	7.0	12.0	12.0	7.0
Minimum Split (s)	13.0	13.0	13.0	18.0	18.0	13.0
Total Split (s)	22.0	15.0	15.0	98.0	83.0	22.0
Total Split (%)	18.3%	12.5%	12.5%	81.7%	69.2%	18.3%
Yellow Time (s)	3.0	3.0	3.0	4.4	4.4	3.0
All-Red Time (s)	2.4	2.6	2.6	1.5	1.5	2.4
Lost Time Adjust (s)	-0.4	-0.6	-0.6	-0.9	-0.9	-0.4
Total Lost Time (s)	5.0	5.0	5.0	5.0	5.0	5.0
Lead/Lag		Lead	Lead		Lag	
Lead-Lag Optimize?		Yes	Yes		Yes	
Recall Mode	None	None	None	C-Max	C-Max	None
Act Effect Green (s)	11.1	23.7	95.9	98.9	91.3	109.4
Actuated g/C Ratio	0.09	0.20	0.80	0.82	0.76	0.91
v/c Ratio	0.55	0.05	0.01	0.32	0.50	0.05
Control Delay (s/veh)	65.0	37.8	2.5	3.4	8.4	1.2
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	65.0	37.8	2.5	3.4	8.4	1.2

West Wake Solid Waste Facility #3
1: Aviation Parkway & International Drive

Existing (2025) PM
01/29/2026



Lane Group	EBL	EBR	NBL	NBT	SBT	SBR
LOS	E	D	A	A	A	A
Approach Delay (s/veh)	60.7			3.4	7.7	
Approach LOS	E			A	A	
Queue Length 50th (ft)	70	11	1	68	218	6
Queue Length 95th (ft)	124	31	4	126	353	12
Internal Link Dist (ft)	964			1001	36	
Turn Bay Length (ft)		200	125			
Base Capacity (vph)	237	326	597	1512	1383	1439
Starvation Cap Reductn	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0
Reduced v/c Ratio	0.36	0.05	0.01	0.32	0.50	0.05

Intersection Summary

Area Type: Other

Cycle Length: 120

Actuated Cycle Length: 120

Offset: 47 (39%), Referenced to phase 2:NBT and 6:NBSB, Start of Green

Natural Cycle: 60

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.55

Intersection Signal Delay (s/veh): 10.2

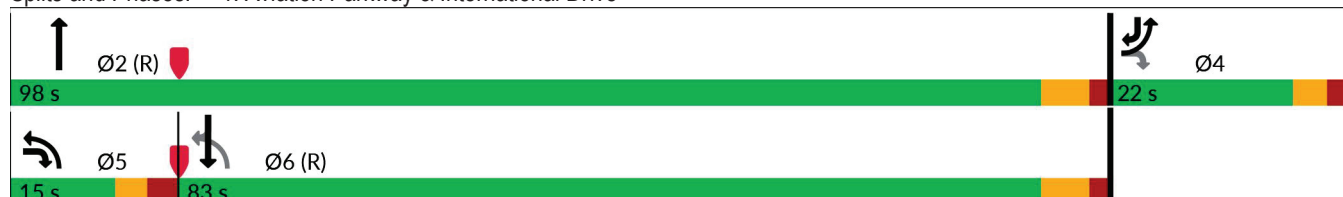
Intersection LOS: B

Intersection Capacity Utilization 46.7%

ICU Level of Service A

Analysis Period (min) 15

Splits and Phases: 1: Aviation Parkway & International Drive



West Wake Solid Waste Facility #3
11: Aviation Parkway & Public Works Drwy.

Existing (2025) PM
01/29/2026

						
Lane Group	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (vph)	4	4	502	4	4	676
Future Volume (vph)	4	4	502	4	4	676
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12
Grade (%)	0%		0%			0%
Storage Length (ft)	0	0		0	0	
Storage Lanes	1	0		0	0	
Taper Length (ft)	25				25	
Satd. Flow (prot)	1694	0	1843	0	0	3471
Flt Permitted	0.976					
Satd. Flow (perm)	1694	0	1843	0	0	3471
Link Speed (mph)	25		45			45
Link Distance (ft)	1170		116			200
Travel Time (s)	31.9		1.8			3.0
Confl. Peds. (#/hr)						
Confl. Bikes (#/hr)						
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90
Growth Factor	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	2%	2%	3%	3%	4%	4%
Bus Blockages (#/hr)	0	0	0	0	0	0
Parking (#/hr)						
Mid-Block Traffic (%)	0%		0%			0%
Shared Lane Traffic (%)						
Lane Group Flow (vph)	8	0	562	0	0	755
Sign Control	Stop		Free			Free
Intersection Summary						
Area Type:	Other					
Control Type:	Unsignalized					
Intersection Capacity Utilization	36.7%		ICU Level of Service A			
Analysis Period (min)	15					

Intersection						
Int Delay, s/veh	0.2					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations	W		T			T
Traffic Vol, veh/h	4	4	502	4	4	676
Future Vol, veh/h	4	4	502	4	4	676
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	2	2	3	3	4	4
Mvmt Flow	4	4	558	4	4	751

Major/Minor	Minor1	Major1	Major2		
Conflicting Flow All	944	560	0	0	562
Stage 1	560	-	-	-	-
Stage 2	384	-	-	-	-
Critical Hdwy	6.63	6.23	-	-	4.16
Critical Hdwy Stg 1	5.43	-	-	-	-
Critical Hdwy Stg 2	5.83	-	-	-	-
Follow-up Hdwy	3.519	3.319	-	-	2.238
Pot Cap-1 Maneuver	275	527	-	-	995
Stage 1	571	-	-	-	-
Stage 2	658	-	-	-	-
Platoon blocked, %			-	-	-
Mov Cap-1 Maneuver	274	527	-	-	995
Mov Cap-2 Maneuver	274	-	-	-	-
Stage 1	571	-	-	-	-
Stage 2	655	-	-	-	-

Approach	WB	NB	SB
HCM Ctrl Dly, s/v	15.25	0	0.1
HCM LOS	C		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT
Capacity (veh/h)	-	-	360	21
HCM Lane V/C Ratio	-	-	0.025	0.004
HCM Ctrl Dly (s/v)	-	-	15.2	8.6
HCM Lane LOS	-	-	C	A
HCM 95th %tile Q(veh)	-	-	0.1	0

West Wake Solid Waste Facility #3
1: Aviation Parkway & International Drive

Existing (2025) Saturday Peak
01/29/2026

						
Lane Group	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (vph)	8	4	4	510	458	11
Future Volume (vph)	8	4	4	510	458	11
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12
Grade (%)	-4%			1%	1%	
Storage Length (ft)	0	200	125			0
Storage Lanes	1	1	1			1
Taper Length (ft)	50		100			
Satd. Flow (prot)	1705	1525	1761	1853	1853	1575
Flt Permitted	0.950		0.462			
Satd. Flow (perm)	1705	1525	856	1853	1853	1575
Right Turn on Red		No				No
Satd. Flow (RTOR)						
Link Speed (mph)	35			45	45	
Link Distance (ft)	1044			1081	116	
Travel Time (s)	20.3			16.4	1.8	
Confl. Peds. (#/hr)						
Confl. Bikes (#/hr)						
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90
Growth Factor	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	8%	8%	2%	2%	2%	2%
Bus Blockages (#/hr)	0	0	0	0	0	0
Parking (#/hr)						
Mid-Block Traffic (%)	0%			0%	0%	
Shared Lane Traffic (%)						
Lane Group Flow (vph)	9	4	4	567	509	12
Turn Type	Prot	pm+ov	D.P+P	NA	NA	pm+ov
Protected Phases	4	5	5	2	6	4
Permitted Phases		4	6			6
Detector Phase	4	5	5	2	6	4
Switch Phase						
Minimum Initial (s)	7.0	7.0	7.0	12.0	12.0	7.0
Minimum Split (s)	13.0	13.0	13.0	18.0	18.0	13.0
Total Split (s)	22.0	15.0	15.0	98.0	83.0	22.0
Total Split (%)	18.3%	12.5%	12.5%	81.7%	69.2%	18.3%
Yellow Time (s)	3.0	3.0	3.0	4.4	4.4	3.0
All-Red Time (s)	2.4	2.6	2.6	1.5	1.5	2.4
Lost Time Adjust (s)	-0.4	-0.6	-0.6	-0.9	-0.9	-0.4
Total Lost Time (s)	5.0	5.0	5.0	5.0	5.0	5.0
Lead/Lag		Lead	Lead		Lag	
Lead-Lag Optimize?		Yes	Yes		Yes	
Recall Mode	None	None	None	C-Max	C-Max	None
Act Effect Green (s)	7.4	12.6	109.0	113.0	110.5	116.5
Actuated g/C Ratio	0.06	0.11	0.91	0.94	0.92	0.97
v/c Ratio	0.09	0.03	0.00	0.32	0.30	0.01
Control Delay (s/veh)	55.1	43.8	1.3	1.5	2.4	0.6
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	55.1	43.8	1.3	1.5	2.4	0.6

West Wake Solid Waste Facility #3
1: Aviation Parkway & International Drive

Existing (2025) Saturday Peak
01/29/2026



Lane Group	EBL	EBR	NBL	NBT	SBT	SBR
LOS	E	D	A	A	A	A
Approach Delay (s/veh)	51.6			1.5	2.4	
Approach LOS	D			A	A	
Queue Length 50th (ft)	7	3	0	0	0	0
Queue Length 95th (ft)	26	14	2	92	166	3
Internal Link Dist (ft)	964			1001	36	
Turn Bay Length (ft)		200	125			
Base Capacity (vph)	241	190	856	1745	1706	1554
Starvation Cap Reductn	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0
Reduced v/c Ratio	0.04	0.02	0.00	0.32	0.30	0.01

Intersection Summary

Area Type: Other

Cycle Length: 120

Actuated Cycle Length: 120

Offset: 47 (39%), Referenced to phase 2:NBT and 6:NBSB, Start of Green

Natural Cycle: 50

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.32

Intersection Signal Delay (s/veh): 2.5

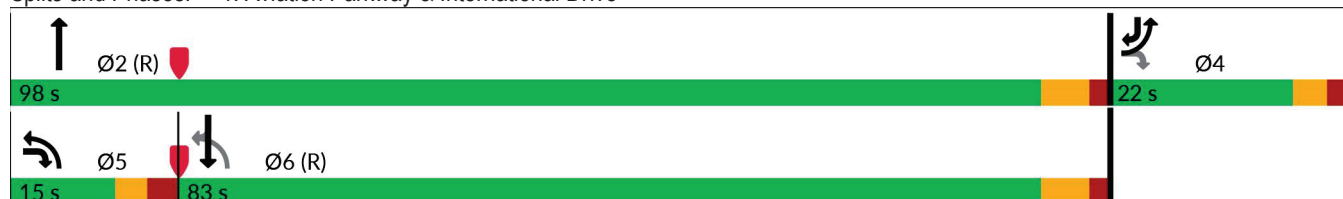
Intersection LOS: A

Intersection Capacity Utilization 41.0%

ICU Level of Service A

Analysis Period (min) 15

Splits and Phases: 1: Aviation Parkway & International Drive



West Wake Solid Waste Facility #3
11: Aviation Parkway & Public Works Drwy.

Existing (2025) Saturday Peak
01/29/2026

						
Lane Group	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (vph)	4	4	518	4	4	469
Future Volume (vph)	4	4	518	4	4	469
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12
Grade (%)	0%		0%			0%
Storage Length (ft)	0	0		0	0	
Storage Lanes	1	0		0	0	
Taper Length (ft)	25				25	
Satd. Flow (prot)	1694	0	1861	0	0	3539
Flt Permitted	0.976					
Satd. Flow (perm)	1694	0	1861	0	0	3539
Link Speed (mph)	25		45			45
Link Distance (ft)	1170		116			200
Travel Time (s)	31.9		1.8			3.0
Confl. Peds. (#/hr)						
Confl. Bikes (#/hr)						
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90
Growth Factor	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	2%	2%	2%	2%	2%	2%
Bus Blockages (#/hr)	0	0	0	0	0	0
Parking (#/hr)						
Mid-Block Traffic (%)	0%		0%			0%
Shared Lane Traffic (%)						
Lane Group Flow (vph)	8	0	580	0	0	525
Sign Control	Stop		Free			Free
Intersection Summary						
Area Type:	Other					
Control Type:	Unsignalized					
Intersection Capacity Utilization	37.5%			ICU Level of Service A		
Analysis Period (min)	15					

Intersection						
Int Delay, s/veh	0.2					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations	W		T			T
Traffic Vol, veh/h	4	4	518	4	4	469
Future Vol, veh/h	4	4	518	4	4	469
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	4	4	576	4	4	521

Major/Minor	Minor1	Major1	Major2
Conflicting Flow All	847	578	0
Stage 1	578	-	-
Stage 2	269	-	-
Critical Hdwy	6.63	6.23	-
Critical Hdwy Stg 1	5.43	-	-
Critical Hdwy Stg 2	5.83	-	-
Follow-up Hdwy	3.519	3.319	-
Pot Cap-1 Maneuver	316	515	-
Stage 1	560	-	-
Stage 2	752	-	-
Platoon blocked, %		-	-
Mov Cap-1 Maneuver	314	515	-
Mov Cap-2 Maneuver	314	-	-
Stage 1	560	-	-
Stage 2	748	-	-

Approach	WB	NB	SB
HCM Ctrl Dly, s/v	14.44	0	0.12
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT
Capacity (veh/h)	-	-	390	30
HCM Lane V/C Ratio	-	-	0.023	0.004
HCM Ctrl Dly (s/v)	-	-	14.4	8.6
HCM Lane LOS	-	-	B	A
HCM 95th %tile Q(veh)	-	-	0.1	0

Appendix GH
Synchro Output:
Projected (2029) Background

West Wake Solid Waste Facility #3
1: Aviation Parkway & International Drive

Background (2029) AM
01/29/2026

						
Lane Group	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (vph)	36	6	10	761	468	65
Future Volume (vph)	36	6	10	761	468	65
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12
Grade (%)	-4%			1%	1%	
Storage Length (ft)	0	200	125			0
Storage Lanes	1	1	1			1
Taper Length (ft)	50		100			
Satd. Flow (prot)	1102	986	1761	1853	1767	1502
Flt Permitted	0.950		0.442			
Satd. Flow (perm)	1102	986	819	1853	1767	1502
Right Turn on Red		No				No
Satd. Flow (RTOR)						
Link Speed (mph)	35			45	45	
Link Distance (ft)	1044			1081	116	
Travel Time (s)	20.3			16.4	1.8	
Confl. Peds. (#/hr)						
Confl. Bikes (#/hr)						
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90
Growth Factor	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	67%	67%	2%	2%	7%	7%
Bus Blockages (#/hr)	0	0	0	0	0	0
Parking (#/hr)						
Mid-Block Traffic (%)	0%			0%	0%	
Shared Lane Traffic (%)						
Lane Group Flow (vph)	40	7	11	846	520	72
Turn Type	Prot	pm+ov	D.P+P	NA	NA	pm+ov
Protected Phases	4	5	5	2	6	4
Permitted Phases		4	6			6
Detector Phase	4	5	5	2	6	4
Switch Phase						
Minimum Initial (s)	7.0	7.0	7.0	12.0	12.0	7.0
Minimum Split (s)	13.0	13.0	13.0	18.0	18.0	13.0
Total Split (s)	22.0	15.0	15.0	98.0	83.0	22.0
Total Split (%)	18.3%	12.5%	12.5%	81.7%	69.2%	18.3%
Yellow Time (s)	3.0	3.0	3.0	4.4	4.4	3.0
All-Red Time (s)	2.4	2.6	2.6	1.5	1.5	2.4
Lost Time Adjust (s)	-0.4	-0.6	-0.6	-0.9	-0.9	-0.4
Total Lost Time (s)	5.0	5.0	5.0	5.0	5.0	5.0
Lead/Lag		Lead	Lead		Lag	
Lead-Lag Optimize?		Yes	Yes		Yes	
Recall Mode	None	None	None	C-Max	C-Max	None
Act Effect Green (s)	9.8	19.9	100.7	103.7	98.7	113.0
Actuated g/C Ratio	0.08	0.17	0.84	0.86	0.82	0.94
v/c Ratio	0.45	0.04	0.01	0.53	0.36	0.05
Control Delay (s/veh)	67.5	38.8	2.2	4.4	5.4	1.0
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	67.5	38.8	2.2	4.4	5.4	1.0

West Wake Solid Waste Facility #3
1: Aviation Parkway & International Drive

Background (2029) AM
01/29/2026



Lane Group	EBL	EBR	NBL	NBT	SBT	SBR
LOS	E	D	A	A	A	A
Approach Delay (s/veh)	63.2			4.3	4.8	
Approach LOS	E			A	A	
Queue Length 50th (ft)	47	7	1	144	71	0
Queue Length 95th (ft)	101	27	5	273	232	12
Internal Link Dist (ft)	964			1001	36	
Turn Bay Length (ft)		200	125			
Base Capacity (vph)	156	183	772	1601	1452	1436
Starvation Cap Reductn	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0
Reduced v/c Ratio	0.26	0.04	0.01	0.53	0.36	0.05

Intersection Summary

Area Type: Other

Cycle Length: 120

Actuated Cycle Length: 120

Offset: 7 (6%), Referenced to phase 2:NBT and 6:NBSB, Start of Green

Natural Cycle: 55

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.53

Intersection Signal Delay (s/veh): 6.4

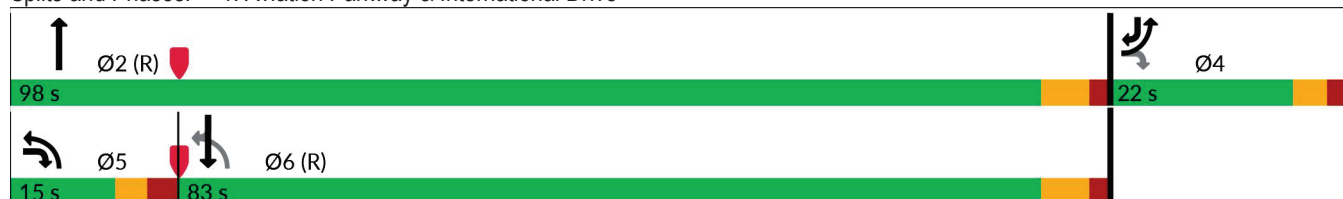
Intersection LOS: A

Intersection Capacity Utilization 54.2%

ICU Level of Service A

Analysis Period (min) 15

Splits and Phases: 1: Aviation Parkway & International Drive



						
Lane Group	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (vph)	4	9	793	4	4	531
Future Volume (vph)	4	9	793	4	4	531
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12
Grade (%)	0%		0%			0%
Storage Length (ft)	0	0		0	0	
Storage Lanes	1	0		0	0	
Taper Length (ft)	25				25	
Satd. Flow (prot)	1334	0	1861	0	0	3374
Flt Permitted	0.986					
Satd. Flow (perm)	1334	0	1861	0	0	3374
Link Speed (mph)	25		45			45
Link Distance (ft)	1170		116			200
Travel Time (s)	31.9		1.8			3.0
Confl. Peds. (#/hr)						
Confl. Bikes (#/hr)						
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90
Growth Factor	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	27%	27%	2%	2%	7%	7%
Bus Blockages (#/hr)	0	0	0	0	0	0
Parking (#/hr)						
Mid-Block Traffic (%)	0%		0%			0%
Shared Lane Traffic (%)						
Lane Group Flow (vph)	14	0	885	0	0	594
Sign Control	Stop		Free			Free
Intersection Summary						
Area Type:	Other					
Control Type:	Unsignalized					
Intersection Capacity Utilization	52.0%			ICU Level of Service A		
Analysis Period (min)	15					

Intersection						
Int Delay, s/veh	0.3					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations	W		T			T
Traffic Vol, veh/h	4	9	793	4	4	531
Future Vol, veh/h	4	9	793	4	4	531
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	27	27	2	2	7	7
Mvmt Flow	4	10	881	4	4	590

Major/Minor	Minor1	Major1	Major2
Conflicting Flow All	1187	883	0
Stage 1	883	-	-
Stage 2	304	-	-
Critical Hdwy	7.005	6.605	-
Critical Hdwy Stg 1	5.805	-	-
Critical Hdwy Stg 2	6.205	-	-
Follow-up Hdwy	3.7565	3.5565	-
Pot Cap-1 Maneuver	166	300	-
Stage 1	353	-	-
Stage 2	662	-	-
Platoon blocked, %		-	-
Mov Cap-1 Maneuver	165	300	-
Mov Cap-2 Maneuver	165	-	-
Stage 1	353	-	-
Stage 2	658	-	-

Approach	WB	NB	SB
HCM Ctrl Dly, s/v	20.99	0	0.14
HCM LOS	C		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT
Capacity (veh/h)	-	-	240	27
HCM Lane V/C Ratio	-	-	0.06	0.006
HCM Ctrl Dly (s/v)	-	-	21	9.9
HCM Lane LOS	-	-	C	A
HCM 95th %tile Q(veh)	-	-	0.2	0

West Wake Solid Waste Facility #3
1: Aviation Parkway & International Drive

Background (2029) PM
01/29/2026

						
Lane Group	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (vph)	77	14	6	513	725	60
Future Volume (vph)	77	14	6	513	725	60
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12
Grade (%)	-4%			1%	1%	
Storage Length (ft)	0	200	125			0
Storage Lanes	1	1	1			1
Taper Length (ft)	50		100			
Satd. Flow (prot)	1674	1498	1744	1835	1818	1545
Flt Permitted	0.950		0.280			
Satd. Flow (perm)	1674	1498	514	1835	1818	1545
Right Turn on Red		No				No
Satd. Flow (RTOR)						
Link Speed (mph)	35			45	45	
Link Distance (ft)	1044			1081	116	
Travel Time (s)	20.3			16.4	1.8	
Confl. Peds. (#/hr)						
Confl. Bikes (#/hr)						
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90
Growth Factor	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	10%	10%	3%	3%	4%	4%
Bus Blockages (#/hr)	0	0	0	0	0	0
Parking (#/hr)						
Mid-Block Traffic (%)	0%			0%	0%	
Shared Lane Traffic (%)						
Lane Group Flow (vph)	86	16	7	570	806	67
Turn Type	Prot	pm+ov	D.P+P	NA	NA	pm+ov
Protected Phases	4	5	5	2	6	4
Permitted Phases		4	6			6
Detector Phase	4	5	5	2	6	4
Switch Phase						
Minimum Initial (s)	7.0	7.0	7.0	12.0	12.0	7.0
Minimum Split (s)	13.0	13.0	13.0	18.0	18.0	13.0
Total Split (s)	22.0	15.0	15.0	98.0	83.0	22.0
Total Split (%)	18.3%	12.5%	12.5%	81.7%	69.2%	18.3%
Yellow Time (s)	3.0	3.0	3.0	4.4	4.4	3.0
All-Red Time (s)	2.4	2.6	2.6	1.5	1.5	2.4
Lost Time Adjust (s)	-0.4	-0.6	-0.6	-0.9	-0.9	-0.4
Total Lost Time (s)	5.0	5.0	5.0	5.0	5.0	5.0
Lead/Lag		Lead	Lead		Lag	
Lead-Lag Optimize?		Yes	Yes		Yes	
Recall Mode	None	None	None	C-Max	C-Max	None
Act Effect Green (s)	11.1	23.7	95.9	98.9	91.3	109.4
Actuated g/C Ratio	0.09	0.20	0.80	0.82	0.76	0.91
v/c Ratio	0.55	0.05	0.01	0.38	0.58	0.05
Control Delay (s/veh)	65.0	37.8	2.5	3.8	9.8	1.2
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	65.0	37.8	2.5	3.8	9.8	1.2

West Wake Solid Waste Facility #3
1: Aviation Parkway & International Drive

Background (2029) PM
01/29/2026



Lane Group	EBL	EBR	NBL	NBT	SBT	SBR
LOS	E	D	A	A	A	A
Approach Delay (s/veh)	60.7			3.7	9.2	
Approach LOS	E			A	A	
Queue Length 50th (ft)	70	11	1	88	286	6
Queue Length 95th (ft)	124	31	4	160	464	12
Internal Link Dist (ft)	964			1001	36	
Turn Bay Length (ft)		200	125			
Base Capacity (vph)	237	326	519	1512	1383	1439
Starvation Cap Reductn	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0
Reduced v/c Ratio	0.36	0.05	0.01	0.38	0.58	0.05

Intersection Summary

Area Type: Other

Cycle Length: 120

Actuated Cycle Length: 120

Offset: 47 (39%), Referenced to phase 2:NBT and 6:NBSB, Start of Green

Natural Cycle: 60

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.58

Intersection Signal Delay (s/veh): 10.5

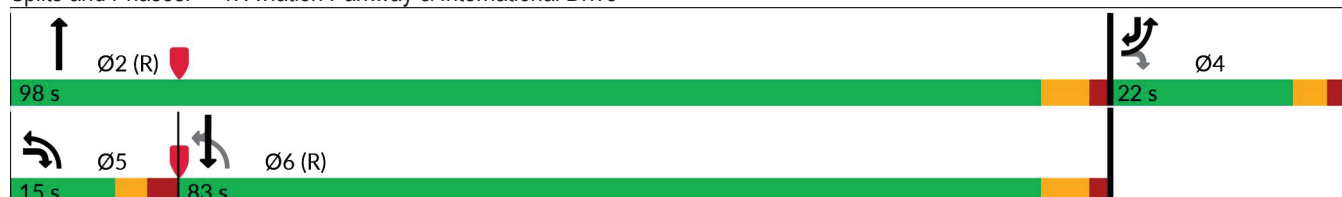
Intersection LOS: B

Intersection Capacity Utilization 52.3%

ICU Level of Service A

Analysis Period (min) 15

Splits and Phases: 1: Aviation Parkway & International Drive



						
Lane Group	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (vph)	4	4	589	4	4	782
Future Volume (vph)	4	4	589	4	4	782
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12
Grade (%)	0%		0%			0%
Storage Length (ft)	0	0		0	0	
Storage Lanes	1	0		0	0	
Taper Length (ft)	25				25	
Satd. Flow (prot)	1694	0	1843	0	0	3471
Flt Permitted	0.976					
Satd. Flow (perm)	1694	0	1843	0	0	3471
Link Speed (mph)	25		45			45
Link Distance (ft)	1170		116			200
Travel Time (s)	31.9		1.8			3.0
Confl. Peds. (#/hr)						
Confl. Bikes (#/hr)						
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90
Growth Factor	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	2%	2%	3%	3%	4%	4%
Bus Blockages (#/hr)	0	0	0	0	0	0
Parking (#/hr)						
Mid-Block Traffic (%)	0%		0%			0%
Shared Lane Traffic (%)						
Lane Group Flow (vph)	8	0	658	0	0	873
Sign Control	Stop		Free			Free
Intersection Summary						
Area Type:	Other					
Control Type:	Unsignalized					
Intersection Capacity Utilization	41.2%			ICU Level of Service A		
Analysis Period (min)	15					

Intersection						
Int Delay, s/veh	0.2					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations	W	W	T	T	T	T
Traffic Vol, veh/h	4	4	589	4	4	782
Future Vol, veh/h	4	4	589	4	4	782
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	2	2	3	3	4	4
Mvmt Flow	4	4	654	4	4	869

Major/Minor	Minor1	Major1	Major2
Conflicting Flow All	1100	657	0
Stage 1	657	-	-
Stage 2	443	-	-
Critical Hdwy	6.63	6.23	-
Critical Hdwy Stg 1	5.43	-	-
Critical Hdwy Stg 2	5.83	-	-
Follow-up Hdwy	3.519	3.319	-
Pot Cap-1 Maneuver	220	464	-
Stage 1	515	-	-
Stage 2	615	-	-
Platoon blocked, %		-	-
Mov Cap-1 Maneuver	219	464	-
Mov Cap-2 Maneuver	219	-	-
Stage 1	515	-	-
Stage 2	611	-	-

Approach	WB	NB	SB
HCM Ctrl Dly, s/v	17.48	0	0.1
HCM LOS	C		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT
Capacity (veh/h)	-	-	297	18
HCM Lane V/C Ratio	-	-	0.03	0.005
HCM Ctrl Dly (s/v)	-	-	17.5	9
HCM Lane LOS	-	-	C	A
HCM 95th %tile Q(veh)	-	-	0.1	0

West Wake Solid Waste Facility #3
1: Aviation Parkway & International Drive

Background (2029) Saturday Peak
01/29/2026

						
Lane Group	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (vph)	8	4	4	564	516	11
Future Volume (vph)	8	4	4	564	516	11
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12
Grade (%)	-4%			1%	1%	
Storage Length (ft)	0	200	125			0
Storage Lanes	1	1	1			1
Taper Length (ft)	50		100			
Satd. Flow (prot)	1705	1525	1761	1853	1853	1575
Flt Permitted	0.950		0.429			
Satd. Flow (perm)	1705	1525	795	1853	1853	1575
Right Turn on Red		No				No
Satd. Flow (RTOR)						
Link Speed (mph)	35			45	45	
Link Distance (ft)	1044			1081	116	
Travel Time (s)	20.3			16.4	1.8	
Confl. Peds. (#/hr)						
Confl. Bikes (#/hr)						
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90
Growth Factor	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	8%	8%	2%	2%	2%	2%
Bus Blockages (#/hr)	0	0	0	0	0	0
Parking (#/hr)						
Mid-Block Traffic (%)	0%			0%	0%	
Shared Lane Traffic (%)						
Lane Group Flow (vph)	9	4	4	627	573	12
Turn Type	Prot	pm+ov	D.P+P	NA	NA	pm+ov
Protected Phases	4	5	5	2	6	4
Permitted Phases		4	6			6
Detector Phase	4	5	5	2	6	4
Switch Phase						
Minimum Initial (s)	7.0	7.0	7.0	12.0	12.0	7.0
Minimum Split (s)	13.0	13.0	13.0	18.0	18.0	13.0
Total Split (s)	22.0	15.0	15.0	98.0	83.0	22.0
Total Split (%)	18.3%	12.5%	12.5%	81.7%	69.2%	18.3%
Yellow Time (s)	3.0	3.0	3.0	4.4	4.4	3.0
All-Red Time (s)	2.4	2.6	2.6	1.5	1.5	2.4
Lost Time Adjust (s)	-0.4	-0.6	-0.6	-0.9	-0.9	-0.4
Total Lost Time (s)	5.0	5.0	5.0	5.0	5.0	5.0
Lead/Lag		Lead	Lead		Lag	
Lead-Lag Optimize?		Yes	Yes		Yes	
Recall Mode	None	None	None	C-Max	C-Max	None
Act Effect Green (s)	7.4	12.6	109.0	113.0	110.5	116.5
Actuated g/C Ratio	0.06	0.11	0.91	0.94	0.92	0.97
v/c Ratio	0.09	0.03	0.01	0.36	0.34	0.01
Control Delay (s/veh)	55.1	43.8	1.3	1.6	2.6	0.6
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	55.1	43.8	1.3	1.6	2.6	0.6

West Wake Solid Waste Facility #3
1: Aviation Parkway & International Drive

Background (2029) Saturday Peak
01/29/2026



Lane Group	EBL	EBR	NBL	NBT	SBT	SBR
LOS	E	D	A	A	A	A
Approach Delay (s/veh)	51.6			1.6	2.5	
Approach LOS	D			A	A	
Queue Length 50th (ft)	7	3	0	0	0	0
Queue Length 95th (ft)	26	14	2	106	195	3
Internal Link Dist (ft)	964			1001	36	
Turn Bay Length (ft)		200	125			
Base Capacity (vph)	241	190	806	1745	1706	1554
Starvation Cap Reductn	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0
Reduced v/c Ratio	0.04	0.02	0.00	0.36	0.34	0.01

Intersection Summary

Area Type: Other

Cycle Length: 120

Actuated Cycle Length: 120

Offset: 47 (39%), Referenced to phase 2:NBT and 6:NBSB, Start of Green

Natural Cycle: 55

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.36

Intersection Signal Delay (s/veh): 2.6

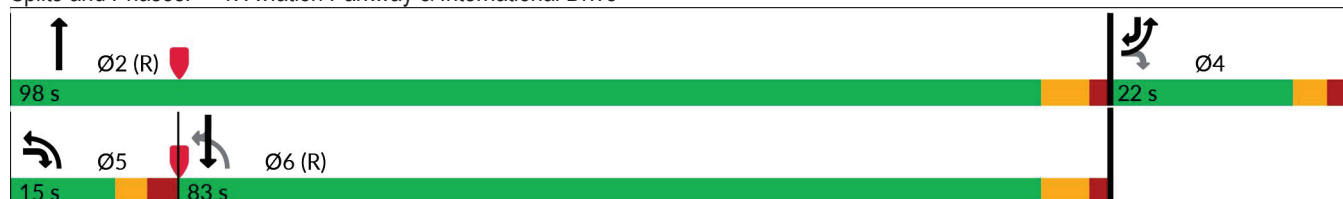
Intersection LOS: A

Intersection Capacity Utilization 43.9%

ICU Level of Service A

Analysis Period (min) 15

Splits and Phases: 1: Aviation Parkway & International Drive



West Wake Solid Waste Facility #3
11: Aviation Parkway & Public Works Drwy.

Background (2029) Saturday Peak
01/29/2026

						
Lane Group	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (vph)	4	4	572	4	4	527
Future Volume (vph)	4	4	572	4	4	527
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12
Grade (%)	0%		0%			0%
Storage Length (ft)	0	0		0	0	
Storage Lanes	1	0		0	0	
Taper Length (ft)	25				25	
Satd. Flow (prot)	1694	0	1861	0	0	3539
Flt Permitted	0.976					
Satd. Flow (perm)	1694	0	1861	0	0	3539
Link Speed (mph)	25		45			45
Link Distance (ft)	1170		116			200
Travel Time (s)	31.9		1.8			3.0
Confl. Peds. (#/hr)						
Confl. Bikes (#/hr)						
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90
Growth Factor	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	2%	2%	2%	2%	2%	2%
Bus Blockages (#/hr)	0	0	0	0	0	0
Parking (#/hr)						
Mid-Block Traffic (%)	0%		0%			0%
Shared Lane Traffic (%)						
Lane Group Flow (vph)	8	0	640	0	0	590
Sign Control	Stop		Free			Free
Intersection Summary						
Area Type:	Other					
Control Type:	Unsignalized					
Intersection Capacity Utilization	40.3%		ICU Level of Service A			
Analysis Period (min)	15					

Intersection						
Int Delay, s/veh	0.2					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations	W		T			T
Traffic Vol, veh/h	4	4	572	4	4	527
Future Vol, veh/h	4	4	572	4	4	527
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	4	4	636	4	4	586

Major/Minor	Minor1	Major1	Major2
Conflicting Flow All	939	638	0
Stage 1	638	-	-
Stage 2	302	-	-
Critical Hdwy	6.63	6.23	-
Critical Hdwy Stg 1	5.43	-	-
Critical Hdwy Stg 2	5.83	-	-
Follow-up Hdwy	3.519	3.319	-
Pot Cap-1 Maneuver	277	476	-
Stage 1	525	-	-
Stage 2	725	-	-
Platoon blocked, %		-	-
Mov Cap-1 Maneuver	276	476	-
Mov Cap-2 Maneuver	276	-	-
Stage 1	525	-	-
Stage 2	721	-	-

Approach	WB	NB	SB
HCM Ctrl Dly, s/v	15.58	0	0.12
HCM LOS	C		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT
Capacity (veh/h)	-	-	349	27
HCM Lane V/C Ratio	-	-	0.025	0.005
HCM Ctrl Dly (s/v)	-	-	15.6	8.8
HCM Lane LOS	-	-	C	A
HCM 95th %tile Q(veh)	-	-	0.1	0

Appendix I
Synchro Output:
Projected (2029) Build-Out

West Wake Solid Waste Facility #3

Build (2029) AM - Unimproved

1: Aviation Parkway & International Drive/WWSWF Site Drwy.

01/29/2026

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	34	4	6	19	4	12	10	753	21	8	459	65
Future Volume (vph)	34	4	6	19	4	12	10	753	21	8	459	65
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12	12	12	12	12	12
Grade (%)		-4%			0%			1%			1%	
Storage Length (ft)	0		200	100		0	125		50	50		125
Storage Lanes	1		1	1		0	1		1	1		1
Taper Length (ft)	50			100			100			100		
Satd. Flow (prot)	1102	1214	0	1719	1601	0	1761	1853	1530	1710	1767	1502
Flt Permitted	0.950			0.950			0.418			0.950		
Satd. Flow (perm)	1102	1214	0	1719	1601	0	775	1853	1530	1710	1767	1502
Right Turn on Red			No			No			No			No
Satd. Flow (RTOR)												
Link Speed (mph)		35			25			45			45	
Link Distance (ft)		1044			1009			1081			315	
Travel Time (s)		20.3			27.5			16.4			4.8	
Confl. Peds. (#/hr)												
Confl. Bikes (#/hr)												
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Growth Factor	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	67%	5%	67%	5%	5%	5%	2%	2%	5%	5%	7%	7%
Bus Blockages (#/hr)	0	0	0	0	0	0	0	0	0	0	0	0
Parking (#/hr)												
Mid-Block Traffic (%)		0%			0%			0%			0%	
Shared Lane Traffic (%)												
Lane Group Flow (vph)	38	11	0	21	17	0	11	837	23	9	510	72
Turn Type	Prot	NA		Prot	NA		D.P+P	NA	pm+ov	Prot	NA	pm+ov
Protected Phases	7	4		3	8		5	2	3	1	6	7
Permitted Phases							6		2			6
Detector Phase	7	4		3	8		5	2	3	1	6	7
Switch Phase												
Minimum Initial (s)	7.0	7.0		7.0	7.0		7.0	12.0	7.0	7.0	12.0	7.0
Minimum Split (s)	14.0	14.0		14.0	14.0		14.0	19.0	14.0	14.0	19.0	14.0
Total Split (s)	22.0	22.0		22.0	22.0		15.0	61.0	22.0	15.0	61.0	22.0
Total Split (%)	18.3%	18.3%		18.3%	18.3%		12.5%	50.8%	18.3%	12.5%	50.8%	18.3%
Yellow Time (s)	5.0	3.0		5.0	5.0		3.0	4.4	5.0	5.0	4.4	5.0
All-Red Time (s)	2.0	2.4		2.0	2.0		2.6	1.5	2.0	2.0	1.5	2.0
Lost Time Adjust (s)	-2.0	-0.4		-2.0	-2.0		-0.6	-0.9	-2.0	-2.0	-0.9	-2.0
Total Lost Time (s)	5.0	5.0		5.0	5.0		5.0	5.0	5.0	5.0	5.0	5.0
Lead/Lag	Lead	Lag		Lead	Lag		Lead	Lag	Lead	Lead	Lag	Lead
Lead-Lag Optimize?	Yes	Yes		Yes	Yes		Yes	Yes	Yes	Yes	Yes	Yes
Recall Mode	None	None		None	None		None	C-Max	None	None	C-Max	None
Act Effect Green (s)	11.9	9.1		13.7	9.5		93.8	92.9	110.8	9.1	93.3	109.4
Actuated g/C Ratio	0.10	0.08		0.11	0.08		0.78	0.77	0.92	0.08	0.78	0.91
v/c Ratio	0.35	0.12		0.11	0.13		0.02	0.58	0.02	0.07	0.37	0.05
Control Delay (s/veh)	58.3	52.7		47.5	53.7		6.1	13.0	3.2	52.8	8.9	2.4
Queue Delay	0.0	0.0		0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	58.3	52.7		47.5	53.7		6.1	13.0	3.2	52.8	8.9	2.4

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
LOS	E	D		D	D		A	B	A	D	A	A
Approach Delay (s/veh)		57.0			50.2			12.7			8.8	
Approach LOS		E			D			B			A	
Queue Length 50th (ft)	43	9		16	13		1	167	0	7	82	0
Queue Length 95th (ft)	96	27		43	38		10	#763	15	25	359	29
Internal Link Dist (ft)		964			929			1001			235	
Turn Bay Length (ft)				100			125		50	50		125
Base Capacity (vph)	156	171		275	226		690	1434	1442	142	1373	1380
Starvation Cap Reductn	0	0		0	0		0	0	0	0	0	0
Spillback Cap Reductn	0	0		0	0		0	0	0	0	0	0
Storage Cap Reductn	0	0		0	0		0	0	0	0	0	0
Reduced v/c Ratio	0.24	0.06		0.08	0.08		0.02	0.58	0.02	0.06	0.37	0.05

Intersection Summary

Area Type: Other

Cycle Length: 120

Actuated Cycle Length: 120

Offset: 0 (0%), Referenced to phase 2:NBT and 6:NBSB, Start of Green

Natural Cycle: 90

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.58

Intersection Signal Delay (s/veh): 13.5

Intersection LOS: B

Intersection Capacity Utilization 56.5%

ICU Level of Service B

Analysis Period (min) 15

95th percentile volume exceeds capacity, queue may be longer.

Queue shown is maximum after two cycles.

Splits and Phases: 1: Aviation Parkway & International Drive/WWSWF Site Drwy.

	Ø1		Ø2 (R)		Ø3		Ø4
15 s		61 s		22 s		22 s	
	Ø5		Ø6 (R)		Ø7		Ø8
15 s		61 s		22 s		22 s	

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	77	4	14	32	4	15	6	505	35	15	719	58
Future Volume (vph)	77	4	14	32	4	15	6	505	35	15	719	58
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12	12	12	12	12	12
Grade (%)		-4%			0%			1%			1%	
Storage Length (ft)	0		200	100		0	125		50	50		125
Storage Lanes	1		1	1		0	1		1	1		1
Taper Length (ft)	50			100			100			100		
Satd. Flow (prot)	1674	1565	0	1719	1591	0	1744	1835	1530	1710	1818	1545
Flt Permitted	0.950			0.950			0.237			0.950		
Satd. Flow (perm)	1674	1565	0	1719	1591	0	435	1835	1530	1710	1818	1545
Right Turn on Red			No			No			No			No
Satd. Flow (RTOR)												
Link Speed (mph)		35			25			45			45	
Link Distance (ft)		1044			1009			1081			315	
Travel Time (s)		20.3			27.5			16.4			4.8	
Confl. Peds. (#/hr)												
Confl. Bikes (#/hr)												
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Growth Factor	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	10%	5%	10%	5%	5%	5%	3%	3%	5%	5%	4%	4%
Bus Blockages (#/hr)	0	0	0	0	0	0	0	0	0	0	0	0
Parking (#/hr)												
Mid-Block Traffic (%)		0%			0%			0%			0%	
Shared Lane Traffic (%)												
Lane Group Flow (vph)	86	20	0	36	21	0	7	561	39	17	799	64
Turn Type	Prot	NA		Prot	NA		D.P+P	NA	pm+ov	Prot	NA	pm+ov
Protected Phases	7	4		3	8		5	2	3	1	6	7
Permitted Phases							6		2			6
Detector Phase	7	4		3	8		5	2	3	1	6	7
Switch Phase												
Minimum Initial (s)	7.0	7.0		7.0	7.0		7.0	12.0	7.0	7.0	12.0	7.0
Minimum Split (s)	14.0	14.0		14.0	14.0		14.0	19.0	14.0	14.0	19.0	14.0
Total Split (s)	22.0	22.0		22.0	22.0		15.0	61.0	22.0	15.0	61.0	22.0
Total Split (%)	18.3%	18.3%		18.3%	18.3%		12.5%	50.8%	18.3%	12.5%	50.8%	18.3%
Yellow Time (s)	5.0	3.0		5.0	5.0		3.0	4.4	5.0	5.0	4.4	5.0
All-Red Time (s)	2.0	2.4		2.0	2.0		2.6	1.5	2.0	2.0	1.5	2.0
Lost Time Adjust (s)	-2.0	-0.4		-2.0	-2.0		-0.6	-0.9	-2.0	-2.0	-0.9	-2.0
Total Lost Time (s)	5.0	5.0		5.0	5.0		5.0	5.0	5.0	5.0	5.0	5.0
Lead/Lag	Lead	Lag		Lead	Lag		Lead	Lag	Lead	Lead	Lag	Lead
Lead-Lag Optimize?	Yes	Yes		Yes	Yes		Yes	Yes	Yes	Yes	Yes	Yes
Recall Mode	None	None		None	None		None	C-Max	None	None	C-Max	None
Act Effect Green (s)	13.3	10.4		11.6	9.7		89.4	84.4	104.0	9.4	87.9	109.2
Actuated g/C Ratio	0.11	0.09		0.10	0.08		0.75	0.70	0.87	0.08	0.73	0.91
v/c Ratio	0.46	0.15		0.22	0.16		0.02	0.43	0.03	0.13	0.60	0.05
Control Delay (s/veh)	57.5	50.9		52.9	54.1		7.0	13.0	5.0	53.5	13.9	2.5
Queue Delay	0.0	0.0		0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	57.5	50.9		52.9	54.1		7.0	13.0	5.0	53.5	13.9	2.5



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
LOS	E	D		D	D		A	B	A	D	B	A
Approach Delay (s/veh)		56.3			53.3			12.4			13.8	
Approach LOS		E			D			B			B	
Queue Length 50th (ft)	68	16		27	16		1	101	0	13	180	0
Queue Length 95th (ft)	123	40		62	43		8	424	23	38	712	27
Internal Link Dist (ft)		964			929			1001			235	
Turn Bay Length (ft)				100			125		50	50		125
Base Capacity (vph)	237	221		243	225		434	1290	1348	144	1331	1406
Starvation Cap Reductn	0	0		0	0		0	0	0	0	0	0
Spillback Cap Reductn	0	0		0	0		0	0	0	0	0	0
Storage Cap Reductn	0	0		0	0		0	0	0	0	0	0
Reduced v/c Ratio	0.36	0.09		0.15	0.09		0.02	0.43	0.03	0.12	0.60	0.05

Intersection Summary

Area Type: Other

Cycle Length: 120

Actuated Cycle Length: 120

Offset: 47 (39%), Referenced to phase 2:NBT and 6:NBSB, Start of Green

Natural Cycle: 90

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.60

Intersection Signal Delay (s/veh): 17.4

Intersection LOS: B

Intersection Capacity Utilization 57.1%

ICU Level of Service B

Analysis Period (min) 15

Splits and Phases: 1: Aviation Parkway & International Drive/WWSWF Site Drwy.

	Ø1		Ø2 (R)		Ø3		Ø4
15 s		61 s		22 s		22 s	
	Ø5		Ø6 (R)		Ø7		Ø8
15 s		61 s		22 s		22 s	

West Wake Solid Waste Facility #3

Build (2029) Saturday Peak - Unimproved

1: Aviation Parkway & International Drive/WWSWF Site Drwy.

01/29/2026

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	8	4	4	78	4	34	4	548	76	32	506	11
Future Volume (vph)	8	4	4	78	4	34	4	548	76	32	506	11
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12	12	12	12	12	12
Grade (%)		-4%			0%			1%			1%	
Storage Length (ft)	0		200	100		0	125		50	50		125
Storage Lanes	1		1	1		0	1		1	1		1
Taper Length (ft)	50			100			100			100		
Satd. Flow (prot)	1705	1683	0	1719	1563	0	1761	1853	1530	1710	1853	1575
Flt Permitted	0.950			0.950			0.381			0.950		
Satd. Flow (perm)	1705	1683	0	1719	1563	0	706	1853	1530	1710	1853	1575
Right Turn on Red			No			No			No			No
Satd. Flow (RTOR)												
Link Speed (mph)		35			25			45			45	
Link Distance (ft)		1044			1009			1081			315	
Travel Time (s)		20.3			27.5			16.4			4.8	
Confl. Peds. (#/hr)												
Confl. Bikes (#/hr)												
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Growth Factor	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	8%	5%	8%	5%	5%	5%	2%	2%	5%	5%	2%	2%
Bus Blockages (#/hr)	0	0	0	0	0	0	0	0	0	0	0	0
Parking (#/hr)												
Mid-Block Traffic (%)		0%			0%			0%			0%	
Shared Lane Traffic (%)												
Lane Group Flow (vph)	9	8	0	87	42	0	4	609	84	36	562	12
Turn Type	Prot	NA		Prot	NA		D.P+P	NA	pm+ov	Prot	NA	pm+ov
Protected Phases	7	4		3	8		5	2	3	1	6	7
Permitted Phases							6		2			6
Detector Phase	7	4		3	8		5	2	3	1	6	7
Switch Phase												
Minimum Initial (s)	7.0	7.0		7.0	7.0		7.0	12.0	7.0	7.0	12.0	7.0
Minimum Split (s)	14.0	14.0		14.0	14.0		14.0	19.0	14.0	14.0	19.0	14.0
Total Split (s)	22.0	22.0		22.0	22.0		15.0	61.0	22.0	15.0	61.0	22.0
Total Split (%)	18.3%	18.3%		18.3%	18.3%		12.5%	50.8%	18.3%	12.5%	50.8%	18.3%
Yellow Time (s)	5.0	3.0		5.0	5.0		3.0	4.4	5.0	5.0	4.4	5.0
All-Red Time (s)	2.0	2.4		2.0	2.0		2.6	1.5	2.0	2.0	1.5	2.0
Lost Time Adjust (s)	-2.0	-0.4		-2.0	-2.0		-0.6	-0.9	-2.0	-2.0	-0.9	-2.0
Total Lost Time (s)	5.0	5.0		5.0	5.0		5.0	5.0	5.0	5.0	5.0	5.0
Lead/Lag	Lead	Lag		Lead	Lag		Lead	Lag	Lead	Lead	Lag	Lead
Lead-Lag Optimize?	Yes	Yes		Yes	Yes		Yes	Yes	Yes	Yes	Yes	Yes
Recall Mode	None	None		None	None		None	C-Max	None	None	C-Max	None
Act Effect Green (s)	9.1	7.4		15.4	12.2		91.1	82.4	104.8	10.4	89.6	104.7
Actuated g/C Ratio	0.08	0.06		0.13	0.10		0.76	0.69	0.87	0.09	0.75	0.87
v/c Ratio	0.07	0.08		0.40	0.27		0.01	0.48	0.06	0.24	0.41	0.01
Control Delay (s/veh)	52.8	55.0		52.1	53.4		5.8	13.9	3.0	54.8	8.9	3.6
Queue Delay	0.0	0.0		0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	52.8	55.0		52.1	53.4		5.8	13.9	3.0	54.8	8.9	3.6



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
LOS	D	D		D	D		A	B	A	D	A	A
Approach Delay (s/veh)		53.8			52.6			12.6			11.5	
Approach LOS		D			D			B			B	
Queue Length 50th (ft)	7	6		67	31		1	207	9	28	99	1
Queue Length 95th (ft)	25	24		119	68		5	454	35	62	364	9
Internal Link Dist (ft)		964			929			1001			235	
Turn Bay Length (ft)				100			125		50	50		125
Base Capacity (vph)	241	238		269	221		627	1272	1345	153	1384	1456
Starvation Cap Reductn	0	0		0	0		0	0	0	0	0	0
Spillback Cap Reductn	0	0		0	0		0	0	0	0	0	0
Storage Cap Reductn	0	0		0	0		0	0	0	0	0	0
Reduced v/c Ratio	0.04	0.03		0.32	0.19		0.01	0.48	0.06	0.24	0.41	0.01

Intersection Summary

Area Type: Other

Cycle Length: 120

Actuated Cycle Length: 120

Offset: 47 (39%), Referenced to phase 2:NBT and 6:NBSB, Start of Green

Natural Cycle: 75

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.48

Intersection Signal Delay (s/veh): 16.1

Intersection LOS: B

Intersection Capacity Utilization 48.2%

ICU Level of Service A

Analysis Period (min) 15

Splits and Phases: 1: Aviation Parkway & International Drive/WWSWF Site Drwy.

	Ø1		Ø2 (R)		Ø3		Ø4
15 s		61 s		22 s		22 s	
	Ø5		Ø6 (R)		Ø7		Ø8
15 s		61 s		22 s		22 s	

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	34	4	6	19	4	12	10	753	21	8	459	65
Future Volume (vph)	34	4	6	19	4	12	10	753	21	8	459	65
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12	12	12	12	12	12
Grade (%)		-4%			0%			1%			1%	
Storage Length (ft)	100		200	100		0	125		50	50		125
Storage Lanes	1		1	1		0	1		1	1		1
Taper Length (ft)	100			100			100			100		
Satd. Flow (prot)	1102	1846	986	1719	1601	0	1761	1853	1530	1710	1767	1502
Flt Permitted	0.950			0.950			0.414			0.950		
Satd. Flow (perm)	1102	1846	986	1719	1601	0	767	1853	1530	1710	1767	1502
Right Turn on Red			No			No			No			No
Satd. Flow (RTOR)												
Link Speed (mph)		35			25			45			45	
Link Distance (ft)		1044			1009			1081			315	
Travel Time (s)		20.3			27.5			16.4			4.8	
Confl. Peds. (#/hr)												
Confl. Bikes (#/hr)												
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Growth Factor	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	67%	5%	67%	5%	5%	5%	2%	2%	5%	5%	7%	7%
Bus Blockages (#/hr)	0	0	0	0	0	0	0	0	0	0	0	0
Parking (#/hr)												
Mid-Block Traffic (%)		0%			0%			0%			0%	
Shared Lane Traffic (%)												
Lane Group Flow (vph)	38	4	7	21	17	0	11	837	23	9	510	72
Turn Type	Prot	NA	pm+ov	Prot	NA		D.P+P	NA	pm+ov	Prot	NA	pm+ov
Protected Phases	7	4	5	3	8		5	2	3	1	6	7
Permitted Phases			4				6		2			6
Detector Phase	7	4	5	3	8		5	2	3	1	6	7
Switch Phase												
Minimum Initial (s)	7.0	7.0	7.0	7.0	7.0		7.0	12.0	7.0	7.0	12.0	7.0
Minimum Split (s)	14.0	14.0	14.0	14.0	14.0		14.0	19.0	14.0	14.0	19.0	14.0
Total Split (s)	22.0	22.0	15.0	22.0	22.0		15.0	61.0	22.0	15.0	61.0	22.0
Total Split (%)	18.3%	18.3%	12.5%	18.3%	18.3%		12.5%	50.8%	18.3%	12.5%	50.8%	18.3%
Yellow Time (s)	5.0	3.0	3.0	5.0	5.0		3.0	4.4	5.0	5.0	4.4	5.0
All-Red Time (s)	2.0	2.4	2.6	2.0	2.0		2.6	1.5	2.0	2.0	1.5	2.0
Lost Time Adjust (s)	-2.0	-0.4	-0.6	-2.0	-2.0		-0.6	-0.9	-2.0	-2.0	-0.9	-2.0
Total Lost Time (s)	5.0	5.0	5.0	5.0	5.0		5.0	5.0	5.0	5.0	5.0	5.0
Lead/Lag	Lead	Lag	Lead	Lead	Lag		Lead	Lag	Lead	Lead	Lag	Lead
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes		Yes	Yes	Yes	Yes	Yes	Yes
Recall Mode	None	None	None	None	None		None	C-Max	None	None	C-Max	None
Act Effect Green (s)	11.9	9.1	11.8	13.7	9.5		92.8	92.9	110.8	9.1	90.8	106.9
Actuated g/C Ratio	0.10	0.08	0.10	0.11	0.08		0.77	0.77	0.92	0.08	0.76	0.89
v/c Ratio	0.35	0.03	0.07	0.11	0.13		0.02	0.58	0.02	0.07	0.38	0.05
Control Delay (s/veh)	58.3	49.3	45.3	47.5	53.7		6.2	13.0	3.2	52.8	10.5	3.2
Queue Delay	0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	58.3	49.3	45.3	47.5	53.7		6.2	13.0	3.2	52.8	10.5	3.2

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
LOS	E	D	D	D	D		A	B	A	D	B	A
Approach Delay (s/veh)		55.7			50.2			12.7			10.3	
Approach LOS		E			D			B			B	
Queue Length 50th (ft)	43	3	8	16	13		1	167	0	7	82	0
Queue Length 95th (ft)	96	14	26	43	38		10	#763	15	25	359	29
Internal Link Dist (ft)		964			929			1001			235	
Turn Bay Length (ft)	100		200	100			125		50	50		125
Base Capacity (vph)	156	261	116	275	226		682	1434	1442	142	1336	1349
Starvation Cap Reductn	0	0	0	0	0		0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0		0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0		0	0	0	0	0	0
Reduced v/c Ratio	0.24	0.02	0.06	0.08	0.08		0.02	0.58	0.02	0.06	0.38	0.05

Intersection Summary

Area Type: Other

Cycle Length: 120

Actuated Cycle Length: 120

Offset: 0 (0%), Referenced to phase 2:NBT and 6:NBSB, Start of Green

Natural Cycle: 90

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.58

Intersection Signal Delay (s/veh): 14.0

Intersection LOS: B

Intersection Capacity Utilization 56.5%

ICU Level of Service B

Analysis Period (min) 15

95th percentile volume exceeds capacity, queue may be longer.

Queue shown is maximum after two cycles.

Splits and Phases: 1: Aviation Parkway & International Drive/WWSWF Site Drwy.

	Ø1		Ø2 (R)		Ø3		Ø4
15 s		61 s		22 s		22 s	
	Ø5		Ø6 (R)		Ø7		Ø8
15 s		61 s		22 s		22 s	

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	77	4	14	32	4	15	6	505	35	15	719	58
Future Volume (vph)	77	4	14	32	4	15	6	505	35	15	719	58
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12	12	12	12	12	12
Grade (%)		-4%			0%			1%			1%	
Storage Length (ft)	100		200	100		0	125		50	50		125
Storage Lanes	1		1	1		0	1		1	1		1
Taper Length (ft)	100			100			100			100		
Satd. Flow (prot)	1674	1846	1498	1719	1591	0	1744	1835	1530	1710	1818	1545
Flt Permitted	0.950			0.950			0.221			0.950		
Satd. Flow (perm)	1674	1846	1498	1719	1591	0	406	1835	1530	1710	1818	1545
Right Turn on Red			No			No			No			No
Satd. Flow (RTOR)												
Link Speed (mph)		35			25			45			45	
Link Distance (ft)		1044			1009			1081			315	
Travel Time (s)		20.3			27.5			16.4			4.8	
Confl. Peds. (#/hr)												
Confl. Bikes (#/hr)												
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Growth Factor	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	10%	5%	10%	5%	5%	5%	3%	3%	5%	5%	4%	4%
Bus Blockages (#/hr)	0	0	0	0	0	0	0	0	0	0	0	0
Parking (#/hr)												
Mid-Block Traffic (%)		0%			0%			0%			0%	
Shared Lane Traffic (%)												
Lane Group Flow (vph)	86	4	16	36	21	0	7	561	39	17	799	64
Turn Type	Prot	NA	pm+ov	Prot	NA		D.P+P	NA	pm+ov	Prot	NA	pm+ov
Protected Phases	7	4	5	3	8		5	2	3	1	6	7
Permitted Phases			4				6		2			6
Detector Phase	7	4	5	3	8		5	2	3	1	6	7
Switch Phase												
Minimum Initial (s)	7.0	7.0	7.0	7.0	7.0		7.0	12.0	7.0	7.0	12.0	7.0
Minimum Split (s)	14.0	14.0	14.0	14.0	14.0		14.0	19.0	14.0	14.0	19.0	14.0
Total Split (s)	22.0	22.0	15.0	22.0	22.0		15.0	61.0	22.0	15.0	61.0	22.0
Total Split (%)	18.3%	18.3%	12.5%	18.3%	18.3%		12.5%	50.8%	18.3%	12.5%	50.8%	18.3%
Yellow Time (s)	5.0	3.0	3.0	5.0	5.0		3.0	4.4	5.0	5.0	4.4	5.0
All-Red Time (s)	2.0	2.4	2.6	2.0	2.0		2.6	1.5	2.0	2.0	1.5	2.0
Lost Time Adjust (s)	-2.0	-0.4	-0.6	-2.0	-2.0		-0.6	-0.9	-2.0	-2.0	-0.9	-2.0
Total Lost Time (s)	5.0	5.0	5.0	5.0	5.0		5.0	5.0	5.0	5.0	5.0	5.0
Lead/Lag	Lead	Lag	Lead	Lead	Lag		Lead	Lag	Lead	Lead	Lag	Lead
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes		Yes	Yes	Yes	Yes	Yes	Yes
Recall Mode	None	None	None	None	None		None	C-Max	None	None	C-Max	None
Act Effct Green (s)	13.3	9.0	11.7	15.5	9.7		87.4	84.4	107.9	9.4	82.9	103.2
Actuated g/C Ratio	0.11	0.08	0.10	0.13	0.08		0.73	0.70	0.90	0.08	0.69	0.86
v/c Ratio	0.46	0.03	0.11	0.16	0.16		0.02	0.43	0.03	0.13	0.64	0.05
Control Delay (s/veh)	57.5	49.5	46.6	46.8	54.1		7.0	13.0	3.6	53.5	17.5	3.6
Queue Delay	0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	57.5	49.5	46.6	46.8	54.1		7.0	13.0	3.6	53.5	17.5	3.6



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
LOS	E	D	D	D	D		A	B	A	D	B	A
Approach Delay (s/veh)		55.6			49.5			12.3			17.2	
Approach LOS		E			D			B			B	
Queue Length 50th (ft)	68	3	13	27	16		1	101	0	13	308	6
Queue Length 95th (ft)	123	14	31	62	43		8	424	23	38	712	27
Internal Link Dist (ft)		964			929			1001			235	
Turn Bay Length (ft)	100		200	100			125		50	50		125
Base Capacity (vph)	237	261	175	281	225		412	1290	1382	144	1255	1341
Starvation Cap Reductn	0	0	0	0	0		0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0		0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0		0	0	0	0	0	0
Reduced v/c Ratio	0.36	0.02	0.09	0.13	0.09		0.02	0.43	0.03	0.12	0.64	0.05

Intersection Summary

Area Type: Other

Cycle Length: 120

Actuated Cycle Length: 120

Offset: 47 (39%), Referenced to phase 2:NBT and 6:NBSB, Start of Green

Natural Cycle: 90

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.64

Intersection Signal Delay (s/veh): 19.0

Intersection LOS: B

Intersection Capacity Utilization 62.0%

ICU Level of Service B

Analysis Period (min) 15

Splits and Phases: 1: Aviation Parkway & International Drive/WWSWF Site Drwy.

	Ø1		Ø2 (R)		Ø3		Ø4
15 s		61 s		22 s		22 s	
	Ø5		Ø6 (R)		Ø7		Ø8
15 s		61 s		22 s		22 s	

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	8	4	4	78	4	34	4	548	76	32	506	11
Future Volume (vph)	8	4	4	78	4	34	4	548	76	32	506	11
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12	12	12	12	12	12
Grade (%)		-4%			0%			1%			1%	
Storage Length (ft)	100		200	100		0	125		50	50		125
Storage Lanes	1		1	1		0	1		1	1		1
Taper Length (ft)	100			100			100			100		
Satd. Flow (prot)	1705	1846	1525	1719	1563	0	1761	1853	1530	1710	1853	1575
Flt Permitted	0.950			0.950			0.381			0.950		
Satd. Flow (perm)	1705	1846	1525	1719	1563	0	706	1853	1530	1710	1853	1575
Right Turn on Red			No			No			No			No
Satd. Flow (RTOR)												
Link Speed (mph)		35			25			45			45	
Link Distance (ft)		1044			1009			1081			315	
Travel Time (s)		20.3			27.5			16.4			4.8	
Confl. Peds. (#/hr)												
Confl. Bikes (#/hr)												
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Growth Factor	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	8%	5%	8%	5%	5%	5%	2%	2%	5%	5%	2%	2%
Bus Blockages (#/hr)	0	0	0	0	0	0	0	0	0	0	0	0
Parking (#/hr)												
Mid-Block Traffic (%)		0%			0%			0%			0%	
Shared Lane Traffic (%)												
Lane Group Flow (vph)	9	4	4	87	42	0	4	609	84	36	562	12
Turn Type	Prot	NA	pm+ov	Prot	NA		D.P+P	NA	pm+ov	Prot	NA	pm+ov
Protected Phases	7	4	5	3	8		5	2	3	1	6	7
Permitted Phases			4				6		2			6
Detector Phase	7	4	5	3	8		5	2	3	1	6	7
Switch Phase												
Minimum Initial (s)	7.0	7.0	7.0	7.0	7.0		7.0	12.0	7.0	7.0	12.0	7.0
Minimum Split (s)	14.0	14.0	14.0	14.0	14.0		14.0	19.0	14.0	14.0	19.0	14.0
Total Split (s)	22.0	22.0	15.0	22.0	22.0		15.0	61.0	22.0	15.0	61.0	22.0
Total Split (%)	18.3%	18.3%	12.5%	18.3%	18.3%		12.5%	50.8%	18.3%	12.5%	50.8%	18.3%
Yellow Time (s)	5.0	3.0	3.0	5.0	5.0		3.0	4.4	5.0	5.0	4.4	5.0
All-Red Time (s)	2.0	2.4	2.6	2.0	2.0		2.6	1.5	2.0	2.0	1.5	2.0
Lost Time Adjust (s)	-2.0	-0.4	-0.6	-2.0	-2.0		-0.6	-0.9	-2.0	-2.0	-0.9	-2.0
Total Lost Time (s)	5.0	5.0	5.0	5.0	5.0		5.0	5.0	5.0	5.0	5.0	5.0
Lead/Lag	Lead	Lag	Lead	Lead	Lag		Lead	Lag	Lead	Lead	Lag	Lead
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes		Yes	Yes	Yes	Yes	Yes	Yes
Recall Mode	None	None	None	None	None		None	C-Max	None	None	C-Max	None
Act Effect Green (s)	9.1	7.4	10.1	15.4	12.2		91.1	82.4	104.8	10.4	89.6	104.7
Actuated g/C Ratio	0.08	0.06	0.08	0.13	0.10		0.76	0.69	0.87	0.09	0.75	0.87
v/c Ratio	0.07	0.04	0.03	0.40	0.27		0.01	0.48	0.06	0.24	0.41	0.01
Control Delay (s/veh)	52.8	53.8	47.3	52.1	53.4		5.8	13.9	3.0	54.8	8.9	3.6
Queue Delay	0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	52.8	53.8	47.3	52.1	53.4		5.8	13.9	3.0	54.8	8.9	3.6



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
LOS	D	D	D	D	D		A	B	A	D	A	A
Approach Delay (s/veh)		51.7			52.6			12.6			11.5	
Approach LOS		D			D			B			B	
Queue Length 50th (ft)	7	3	3	67	31		1	207	9	28	99	1
Queue Length 95th (ft)	25	16	14	119	68		5	454	35	62	364	9
Internal Link Dist (ft)		964			929			1001			235	
Turn Bay Length (ft)	100		200	100			125		50	50		125
Base Capacity (vph)	241	261	158	269	221		627	1272	1345	153	1384	1456
Starvation Cap Reductn	0	0	0	0	0		0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0		0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0		0	0	0	0	0	0
Reduced v/c Ratio	0.04	0.02	0.03	0.32	0.19		0.01	0.48	0.06	0.24	0.41	0.01

Intersection Summary

Area Type: Other

Cycle Length: 120

Actuated Cycle Length: 120

Offset: 47 (39%), Referenced to phase 2:NBT and 6:NBSB, Start of Green

Natural Cycle: 75

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.48

Intersection Signal Delay (s/veh): 16.1

Intersection LOS: B

Intersection Capacity Utilization 50.8%

ICU Level of Service A

Analysis Period (min) 15

Splits and Phases: 1: Aviation Parkway & International Drive/WWSWF Site Drwy.

	Ø1		Ø2 (R)		Ø3		Ø4
15 s		61 s		22 s		22 s	
	Ø5		Ø6 (R)		Ø7		Ø8
15 s		61 s		22 s		22 s	

Applicant Wake County's Statement of Justification

Application for a Special Use Permit – Wake County West Wake Solid Waste Facility 414 Aviation Parkway (PIN 0755 46 2762) Wake County (Applicant) June 1, 2026

In support of its application for a Special Use Permit to construct and operate a Solid Waste Facility for Morrisville/Wake County residents to drop off their household trash and recyclable materials on an approximately 6.7-acre portion of a 13.7-acre parcel of land owned by the Town of Morrisville at 414 Aviation Parkway and zoned Industrial Management (IM), the Applicant, Wake County, provides the following information (all of which will be elicited through documentary evidence and testimony presented to the Morrisville Town Council at the quasi-judicial public hearing) in response to the Special Use Permit Review Standards set forth in Morrisville UDO Section 2.5.6.D.1-7:

1. UDO Section 2.5.6.D.1. The proposed development will not materially endanger the public health or safety.

RESPONSE: Competent, material, and substantial evidence will be presented at the quasi-judicial hearing that the proposed West Wake Solid Waste Facility (WWSWF) will not materially endanger the public health and safety. To the contrary, the WWSWF will enhance public health and safety. The WWSWF will offer expanded solid waste collection and management services and will replace the County's existing Convenience Center located 0.3 mile away, and which is over 30 years old. The WWSWF will include an internal site road running parallel to Aviation Parkway that will provide over 1,450 feet of space for residents' vehicles to line up without backing up onto Aviation Parkway (approximately 58 pickup trucks), which is a significant improvement over the limited space available at the existing Convenience Center (approximately 130 feet, which accommodates only 7 pickup trucks in line without backing up onto Aviation Parkway). The new WWSWF will lessen the traffic impacts on Aviation Parkway currently being caused by the existing Convenience Center and enhance public safety.

The WWSWF will be constructed with 6 drop-off bays, with separate areas for different types of solid waste to be dropped off, and with separate circulation paths for customer vehicles and service vehicles, such that even with the expanded services it will offer, the safety of residents using WWSWF will be enhanced and protected.

The WWSWF will offer a place for residents to safely dispose of common household items that should not be disposed of in household garbage or recycling due to their potentially hazardous properties ("Household Hazardous Waste", or "HHW"), such as batteries, fluorescent light bulbs, paint and paint thinner, herbicides, pesticides, insecticides, and swimming pool chemicals. Specially-trained staff will sort the HHW by material type and package it in appropriate containers to ensure safe transport from WWSWF by a qualified vendor to an offsite qualified private processing facility. During the limited time HHW remains at the WWSWF before it is transported offsite, all

flammable HHW will be stored in a specially constructed chemical storage unit equipped with a fire suppression system and secondary containment.

The WWSWF will promote public health and safety by providing a safe and secure outlet for the disposal of HHW, rather than putting HHW in the household garbage or illegally dumping it. The WWSWF will be fully staffed with trained attendants, including attendants who are specially trained in handling HHW. All these same measures to safely collect and manage HHW have been successfully implemented at the other 3 Wake County Solid Waste Facilities that accept HHW.

The HHW facility will include a concrete pad with an overhead canopy structure. All stored HHW will be under the canopy structure. Permanent HHW facilities are permitted through the North Carolina Department of Environmental Quality (NCDEQ), Division of Waste Management. The County will be submitting a permit application in accordance with the NC Administrative Code Title 15A Chapter 13 Solid Waste Management Rule .0300 – Treatment and Processing Facilities. Siting, operations, and closure site-specific information is required for NCDEQ review and approval.

The WWSWF will be enclosed with a security fence and lockable gate, and the portion of the WWSWF where HHW is dropped off and temporarily stored until it is picked up will be surrounded by a separate security fence and separate lockable gate. The WWSWF will be monitored by security cameras 24 hours a day, 7 days a week.

All these same measures to safely collect and manage solid waste, including HHW, have been successfully implemented at Wake County's 11 other Convenience Centers, including the County's 3 Solid Waste Facilities that accept HHW.

There are Morrisville Fire Department and Morrisville Police Department stations approximately one mile from the proposed WWSWF, as well as a Duke Health Urgent Care and medical facility approximately three miles from the site.

2. ***UDO Section 2.5.6.D.2. The proposed development will comply with all regulations and standards generally applicable within the zoning district and specifically applicable to the particular type of Special Use.***

RESPONSE: The Applicant will provide testimony from the proposed WWSWF's site civil engineer at the quasi-judicial hearing confirming the Convenience Center will be designed to comply with all Morrisville UDO regulations and standards applicable within the Industrial Management (IM) zoning district to the construction and operation of the facility. Town of Morrisville planning staff determined that "Major Utility Facility" is the appropriate Use Category for the WWSWF under the Morrisville UDO's Principal Use Table. Pursuant to UDO Section 4.2.4, "Major Utility Facility" uses such as the WWSWF are allowed in the IM zoning district with approval of a Special Use Permit.

The WWSWF will meet or exceed the requirements of Morrisville UDO Section 3.6.4, "Principal Intensity and Dimension Standards" (lot standards, setbacks, and building standards); UDO Section 5.4.4, "Tree Canopy Retention and Protection" (13% tree

canopy required, 30% tree canopy provided); UDO Section 5.5.1, “Required Open Space;” and UDO Section 5.7, “Perimeter and Streetyard Buffers” (Type D buffer required and provided, as a minimum, along the site’s perimeter, Type G buffer required and provided along the site’s Aviation Parkway frontage).

3. ***UDO Section 2.5.6.D.3. The proposed development will not substantially injure the value of adjoining property, or is a public necessity.***

RESPONSE: The WWSFW is a public necessity because it will provide a place for residents of Morrisville, which is one of the fastest growing towns in North Carolina, to environmentally-responsibly drop off a variety of recyclable materials rather than throwing them in the household garbage, thereby diverting a variety of recyclable materials from entering the County’s landfill, which has a finite amount of space and a limited lifespan remaining.

The WWSFW is a public necessity because it will offer a place for Morrisville residents to safely dispose of HHW (common household items that should not be disposed of in household garbage due to their potentially hazardous properties such as batteries, fluorescent light bulbs, paint and paint thinner, herbicides, pesticides, insecticides, and swimming pool chemicals), rather than throwing HHW in the household garbage or illegally dumping HHW, both of which would harm the environment.

In addition, the Applicant will provide expert testimony at the quasi-judicial hearing from a North Carolina-licensed real estate appraiser stating the WWSFW will not substantially injure the value of adjoining properties.

4. ***UDO Section 2.5.6.D.4. The proposed development will be in harmony with the intensity, scale, and character of development existing or planned in the surrounding area.***

RESPONSE: The proposed WWSFW is permitted as a special use in the Industrial Management (IM) zoning district. As a matter of law, this establishes a *prima facie* case that the use is in harmony with the surrounding area.

The WWSFW is in harmony with the surrounding area in which it would be located. For approximately 30 years, Wake County has operated an existing Convenience Center less than half a mile away on Aviation Parkway. The new WWSFW will be constructed on a 13.7-acre parcel owned by the Town of Morrisville, with the WWSFW located on 6.7 acres. Some Morrisville Public Works structures will remain on the same parcel and in use. The adjoining properties are a mix of industrial, office, and residential uses, as well as open space to the east.

The Applicant will provide expert testimony at the quasi-judicial hearing from a North Carolina-licensed real estate appraiser stating his opinion that the Convenience Center will be in harmony with the intensity, scale, and character of development existing or planned in the surrounding area.

5. ***UDO Section 2.5.6.D.5. The proposed development will not cause undue traffic congestion or create a traffic hazard.***

RESPONSE: Competent, material, and substantial evidence will be presented at the quasi-judicial hearing that the proposed WWSWF will not cause undue traffic congestion or create a traffic hazard. The WWSWF will include an internal site road over 1,450 feet long running parallel to Aviation Parkway that will provide over 1,450 feet of space for residents' vehicles to line up without backing up onto Aviation Parkway (approximately 58 pickup trucks), which is a significant improvement over the limited space for vehicle stacking available at the County's existing Convenience Center less than a half mile away on Aviation Parkway.

A Traffic Impact Analysis (TIA) has been prepared by a licensed North Carolina traffic engineer from Kimley-Horn and Associates, Inc. The TIA, which was performed in coordination with, and approved by, the Town of Morrisville and the North Carolina Department of Transportation, identified improvements required to address traffic impacts associated with this project. The traffic engineer who performed the TIA will provide expert testimony at the quasi-judicial hearing that the WWSWF will not cause undue traffic congestion or create a traffic hazard.

6. ***UDO Section 2.5.6.D.6. The proposed development will not generate needs for transportation, water supply, sewage disposal, fire and police protection, and similar public services that cannot be adequately handled by available infrastructure and facilities.***

RESPONSE: The WWSWF will be for residential use only (not commercial), and residents will use their personal vehicles to drop off their household garbage, recyclable materials, and HHW. The only water supply needs generated by the WWSWF will be a few hose bibs and yard hydrants, fire hydrants, an eyewash station, and one restroom in the proposed small office building. The only sewage disposal needs generated by the WWSWF will be the restroom in the small office building on site, which will typically be used by only 4 or 5 attendants daily and which will not be open to the public. Fire and police protection needs will be no greater than those generated by the County's existing Convenience Center on Aviation Parkway, which has been located less than half a mile away for approximately 30 years.

7. ***UDO Section 2.5.6.D.7. The proposed development will be consistent with the Comprehensive Plan.***

RESPONSE: The proposed WWSWF is consistent with the Morrisville Land Use Plan adopted in 2021, which identifies the parcel upon which it will be located with a future land use designation of "Institutional." One of the Key Considerations stated in the Land Use Plan for the "Institutional" land use designation is to "identify potential sites for

long-term expansion of community facilities and related infrastructure that will be necessary to maintain the quality of services and amenities in Morrisville.” The proposed WWSWF will replace, and will effectively serve as a long-term expansion of, the existing smaller Convenience Center which for approximately 30 years has been located approximately half a mile away on Aviation Parkway. The proposed WWSWF will offer expanded solid waste collection and management services necessary to maintain the quality of services and amenities available to the residents of fast-growing Morrisville by increasing the number of residents who can safely utilize the facility at the same time, as well as by providing a place for residents to safely dispose of HHW that should not be disposed of in household garbage such as batteries, fluorescent light bulbs, paint and paint thinner, herbicides, pesticides, insecticides, and swimming pool chemicals.



Kirkland Appraisals, LLC

Attachment 07

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March 6, 2026

Paulo Lopez
Wake County Facilities Design & Construction
336 Fayetteville Street
Raleigh, NC 27602

Mr. Lopez

I have considered the likely impact of the proposed convenience center on Aviation Parkway, Morrisville, Wake County, North Carolina.

The scope of this assignment is to address the likely impact this may have on adjoining properties. To this end I have reviewed the site plan and considered other convenience center sites in that county. I have not been asked to assign any value to any specific property.

This letter is a real property appraisal consulting assignment. My client is Wake County represented to me by Paulo Lopez. The intended use is to assist in the special use application approval. The effective date of this consultation is March 6, 2026.

Existing Use Description

The property at 414 Aviation Parkway is currently used for the Town of Morrisville Public Works Department with a 1,500 s.f. metal siding office building built in 1988, an 1,800 s.f. metal warehouse built in 1992, a 6,000 s.f. metal warehouse built in 1997, and a 930 s.f. brick office building built in 2001. The tract is 13.71 acres zoned IM – Industrial Manufacturing with significant vacant wooded area to the southwest and all of the buildings clustered at the northeast end of the property.

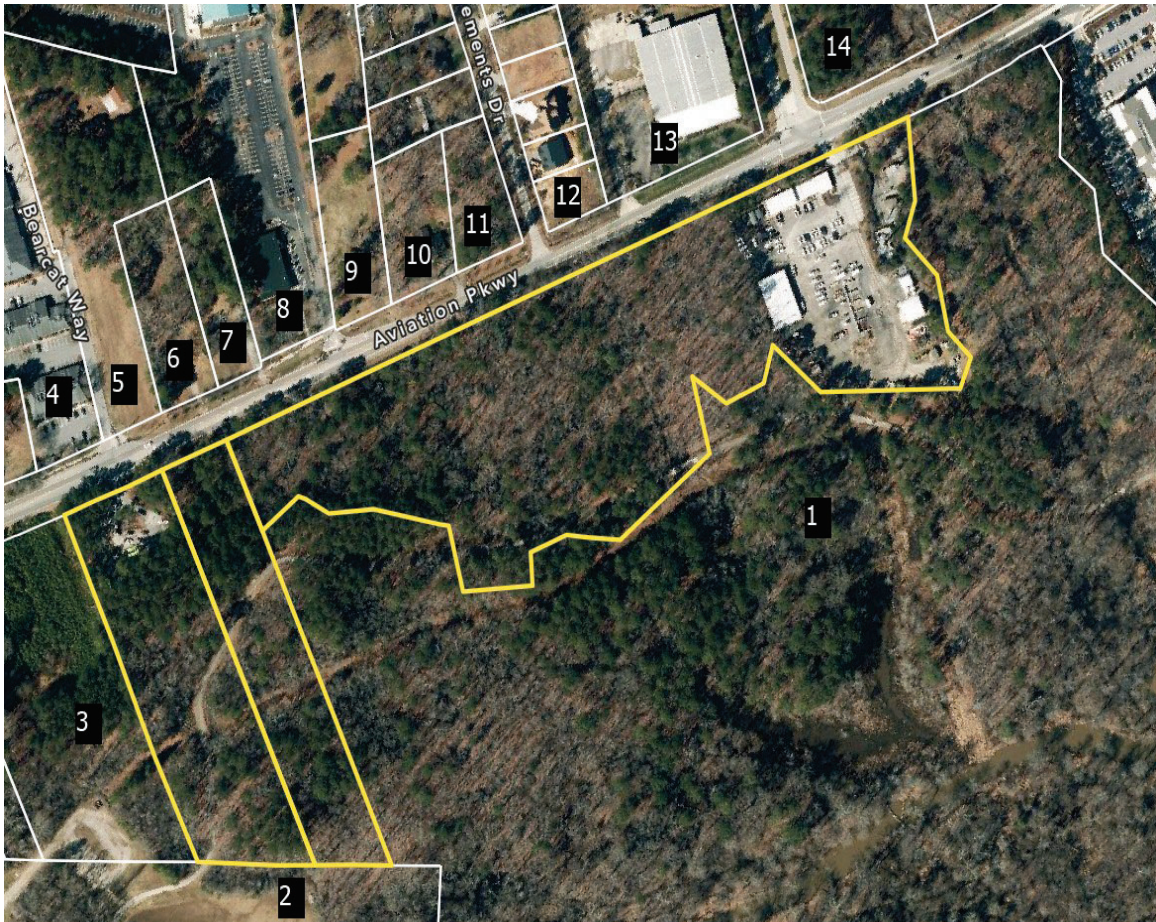
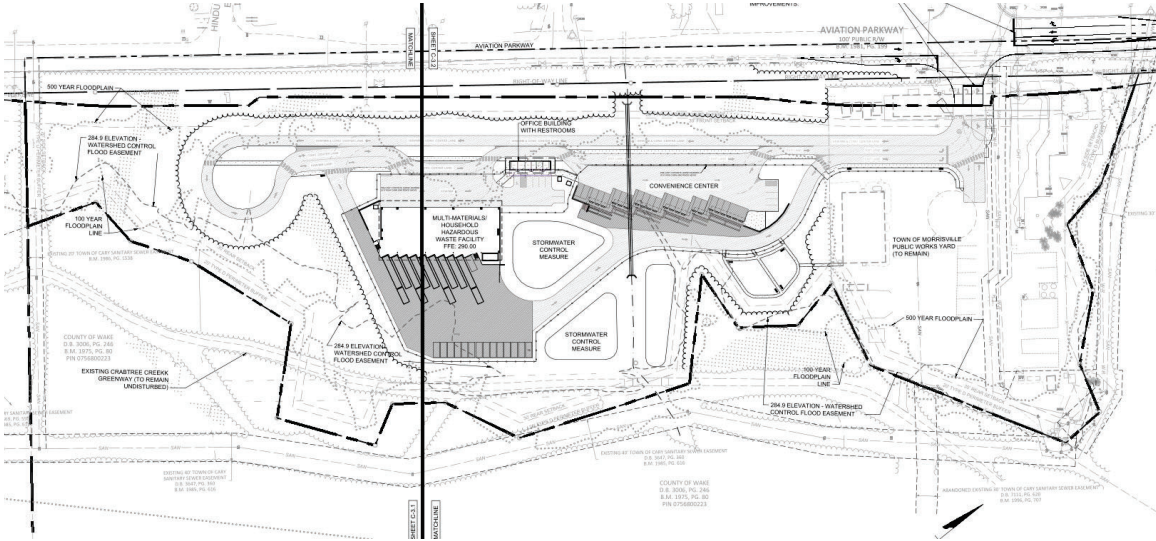
There is an existing convenience center located to the south at 266 Aviation Parkway.

Proposed Use Description

The existing structures at 414 Aviation Parkway are proposed to be partially removed and the existing convenience center at 266 is proposed to be relocated to a portion at 414 Aviation Parkway. The convenience center will be located in the middle of the redeveloped site with a portion of the existing public works facilities to the southeast. The new layout includes a substantially longer queue for incoming cars accessing the convenience center, which will provide enhancement on traffic issues related to the site as compared to the existing facility.

Like the existing facility, this convenience center is only available to residents and not businesses.

Paulo Lopez
March 6, 2026



Adjoining Use Breakdown

	Acreage	Parcels
Religious	0.62%	7.14%
Commercial	3.17%	28.57%
Park	95.30%	14.29%
Residential	0.92%	50.00%
Total	100.00%	100.00%

Adjoining Uses

#	MAP ID	Owner	GIS Data		Adjoin	Adjoin	Distance (ft)
			Acres	Present Use	Acres	Parcels	
1	756800223	Wake	868.49	Park	92.25%	7.14%	N/A
2	755340782	Wake	28.67	Park	3.05%	7.14%	N/A
3	755355614	7408 Ridgefield	4.80	Commercial	0.51%	7.14%	N/A
4	755269297	Parkway	4.34	Commercial	0.46%	7.14%	N/A
5	755361610	Sauls	3.39	Residential	0.36%	7.14%	1,200
6	755364400	Hindu	1.26	Residential	0.13%	7.14%	N/A
7	755364489	Hindu	0.86	Residential	0.09%	7.14%	N/A
8	755363809	Hindu	5.81	Religious	0.62%	7.14%	950
9	755366774	Hindu	1.00	Residential	0.11%	7.14%	N/A
10	755367882	Agarwal	1.00	Residential	0.11%	7.14%	N/A
11	755368982	Agarwal	0.74	Residential	0.08%	7.14%	N/A
12	755470051	Lahm	0.37	Residential	0.04%	7.14%	N/A
13	755470393	Rose	4.02	Commercial	0.43%	7.14%	N/A
14	755388866	Cedar Fork	16.70	Commercial	1.77%	7.14%	N/A
Total			941.450		100.00%	100.00%	1,075

The adjoining properties are a mix of residential, industrial and office uses and part of the area includes the existing convenience center that is being relocated. The closest home that I identified is not adjoining but located at 104 Clements Drive. That home is currently closer to an existing industrial use to the north at 411 Aviation Parkway.

Specific Factors on Harmony of Use

I have completed a number of Impact Studies and I have found that the most common areas for impact on adjoining values typically follow the following hierarchy with descending levels of potential impact. I will discuss each of these categories and how they relate to the subject property.

1. Hazardous material
2. Odor
3. Noise
4. Traffic
5. Stigma
6. Appearance

1. Hazardous material

The proposed convenience center presents no potential hazardous waste byproduct as part of normal operation. The convenience center will only accept House Hold Waste and no commercial waste will be accepted. The waste types that will be typically accepted are recycling, yard waste, occ (old corrugated cardboard), white goods (old appliances), metal, glass, electronics, textiles, oil, batteries, garage items, household items, pool items, and tires. While some of these could potentially have harmful components over a long period of time, the convenience center is only a short-term holding area for the items listed above until they are taken to their respective landfill or processing facilities. During the holding period on the site, household hazardous materials will be stored in an chemical storage container. Assuming best practices for handling material and based on the short-term nature of the goods on the site, I consider this to be a non-factor for the impact analysis.

2. Odor

Although there could be potential for odor from the facility, given the setback off of Aviation Parkway as well as the distance from the facility to the nearby dwellings, this is not a significant factor. As listed above in the hazardous materials section, this is a short-term holding area for the items it accepts until such a time that they are removed and taken to their respective facilities. The property is not a landfill and has adequate setbacks from adjoining properties and homes. The project as presented has no specific concerns related to odor and is therefore a non-factor in this impact analysis. I note again there is an existing convenience center being relocated on this site and is already in the area.

3. Noise

The subject property is located in an industrial area where trucks are common and the convenience center is actually moving further away from most nearby residential uses to the south. While there will be noise during operational hours, there will not be anything significant outside of those times. The operating hours are noted below and information was provided to me that the convenience center is serviced and containers emptied typically during normal business hours of operation. The noise associated with this project is expected to be consistent with this area and present no additional impact on adjoining properties, especially given the existing convenience center this will replace as well as the Town of Morrisville Public Works buildings that will also be located on this site and were previously located on this site.

4. Traffic

Paulo Lopez
March 6, 2026

This report assumes any traffic issues will be addressed through a traffic study and no specific concerns related to traffic are raised by this use, especially given the improved queuing allowed for on this site plan versus the existing facility that is being replaced. Therefore, I conclude that traffic generated by this site will have no negative impact on adjoining property values.

5. Stigma

There is no stigma associated with the proposed use. The convenience centers identified in this report show residential adjoining uses with no impacts on values.

6. Appearance

The project will be in harmony with the surrounding area in terms of appearance and is consistent with the adjoining uses and should provide for improvement over the current appearance of both the public works buildings and the convenience center. This is further supported by the similar use breakdown of other convenience center.

7. Conclusion

On the basis of the factors described above, it is my professional opinion that the proposed project will be in harmony with the area in which it is to be developed and have no negative impact on adjoining property values is anticipated.

Paulo Lopez
March 6, 2026

Discussion

The primary method for determining the impact of one use on an adjoining use that appraiser's use is paired sales analysis. This type of analysis would be applied in this case through a comparison of residential property sales adjoining a similar convenience center and comparing those to similar property sales not next to such a use. I have analyzed the following convenience centers within Wake County and noted the adjoining sales for analysis where they exist.

1 – 10505 Old Stage Road, Raleigh, Wake County, NC



This convenience center is located on 2.28 acres. The closest adjoining home is 90 feet with the average distance being 182 feet. I identified no adjoining sales for a matched pair analysis.

Adjoining Uses

#	MAP ID	Owner	GIS Data		Adjoin	Adjoin	Distance (ft)
			Acres	Present Use	Acres	Parcels	
1	698632445	Phillips	3.24	Residential	44.20%	9.09%	270
2	698632013	Evans	0.24	Residential	3.27%	9.09%	120
3	698621958	Wake	0.12	Residential	1.64%	9.09%	N/A
4	698621913	Jackson	0.24	Residential	3.27%	9.09%	90
5	698620857	Perez	0.12	Residential	1.64%	9.09%	N/A
6	698620823	Perez	0.12	Residential	1.64%	9.09%	N/A
7	698529799	Wilson	0.12	Residential	1.64%	9.09%	N/A
8	698528855	Smith	0.44	Residential	6.00%	9.09%	95
9	698526927	Zinn	1.18	Residential	16.10%	9.09%	310
10	698537297	Larrieta	0.69	Residential	9.41%	9.09%	145
11	698539436	Nolan	0.82	Residential	11.19%	9.09%	245
Total			7.330		100.00%	100.00%	182

2 – 6120 Old Smithfield Rd, Apex, Wake County, NC



This convenience center is located on 145.31 acres. I identified no adjoining homes and no adjoining home sales.

3 – 3600 Yates Mill Pond Road, Raleigh, Wake County, NC



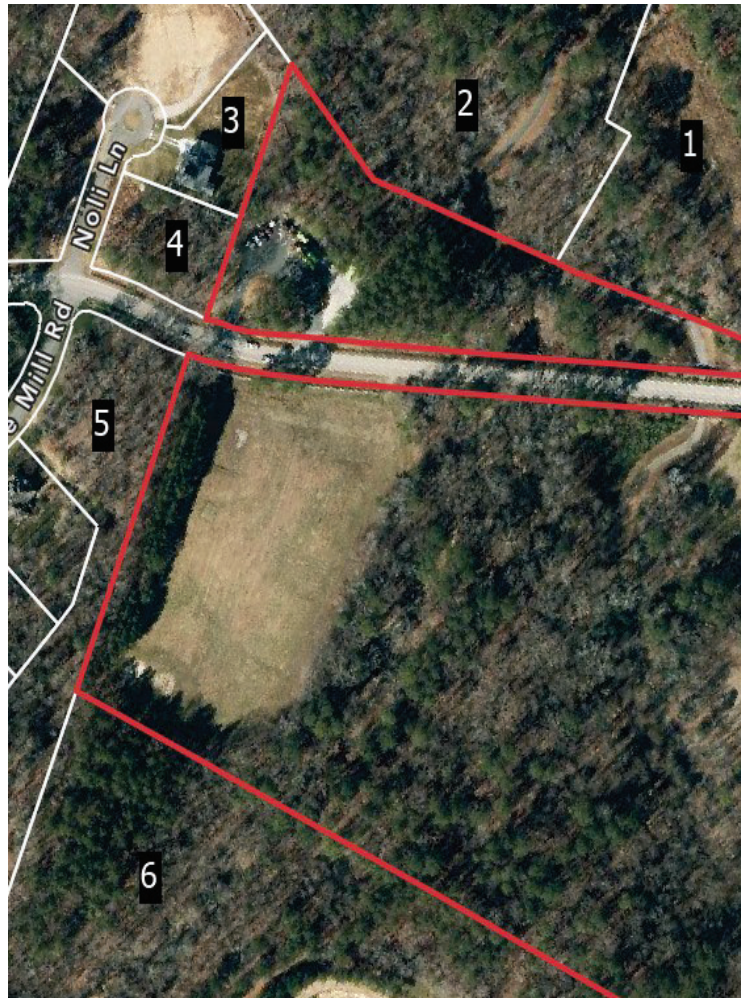
This convenience center is located on a small portion of 734.31 acres associated with Yates Mill Park. The closest adjoining home is 235 feet with an average distance of 437 feet for the area right around the convenience center.

I identified no adjoining sales for a matched pair analysis. The most recent adjoining sale was from 2015. That home sold for \$384,000 in 2015 and has a current 2024 tax assessed value of \$712,901.

Adjoining Uses

#	MAP ID	Owner	GIS Data		Adjoin	Adjoin	Distance (ft)
			Acres	Present Use	Acres	Parcels	
1	791170164	Taylor	6.08	Residential	29.95%	11.11%	725
2	791160596	Boshoff	2.00	Residential	9.85%	11.11%	490
3	791161118	Spalding	2.71	Residential	13.35%	11.11%	280
4	791151728	Jones	1.70	Residential	8.37%	11.11%	315
5	791155752	Carter	1.49	Residential	7.34%	11.11%	235
6	791157653	Hanford	0.94	Residential	4.63%	11.11%	350
7	791159508	Koon	0.93	Residential	4.58%	11.11%	495
8	791250557	Smith	0.93	Residential	4.58%	11.11%	605
9	791262053	NC	3.52	Residential	17.34%	11.11%	N/A
Total			20.300		100.00%	100.00%	437

4 – 8401 Battle Bridge Road, Raleigh, Wake County, NC



This convenience center is located on a small section of a 1,462.55 acre tract. Noli Lane to the west of this center was recently developed with four lots. Two of these lots adjoin the convenience center and are identified as Parcels 3 and 4 above.

Adjoining Uses

#	MAP ID	Owner	GIS Data		Adjoin	Adjoin	Distance (ft)
			Acres	Present Use	Acres	Parcels	
1	1741657986	Duke Energy	15.65	Commercial	2.87%	16.67%	N/A
2	1741572831	Wake	304.87	Agricultural	55.88%	16.67%	N/A
3	1741556666	McLean	0.73	Residential	0.13%	16.67%	110
4	1741556438	Raszinski	0.69	Residential	0.13%	16.67%	145
5	1741533931	Long Branch	13.48	Residential	2.47%	16.67%	N/A
6	1741639103	Lake Reclamation	210.19	Agricultural	38.52%	16.67%	N/A
Total			545.610		100.00%	100.00%	128

Paulo Lopez
March 6, 2026

Adjoining Parcel 4 is 2409 Noli Lane that sold on April 6, 2022 for \$100,000 as a vacant residential 0.69-acre lot. The property was then improved with a 2,612 s.f. home with an assessed value of \$589,137, or \$225.55 per s.f.

The parcel across the street from it at 2408 Noli Lane is a similarly located lot but further from the convenience center and does not adjoin it. That 0.75-acre lot sold on June 15, 2023 for \$107,000. Assuming that the slightly larger size did not impact value, I have considered the FHFA HPI for appreciation in value in this market between 2nd Quarter of 2022 to 2nd Quarter of 2023, which indicates an increase over that time period of 2%. To decrease a 2% increase in value requires dividing \$107,000 by 1.02 for an adjusted indication of lot value of \$104,902. This suggests a 4.9% impact on the lot value for the lot price where the home site is less than 150 feet from the active part of the convenience center.

However, 2408 Noli Lane was also the very last lot available and likely received an additional premium for that. Given that the impact measured is below 5% and that issue strongly suggests no impact based on that paired sale. Real estate is an imperfect market and variations in value of +/-5% are very common even among very similar properties in similar locations. For that reason, paired sales analysis showing impacts in that range are typically more indicative of market imperfection than any specific factor of the properties themselves.

For further illustration, consider Adjoining Parcel 3, 2405 Noli Lane. That property sold as a vacant lot on April 3, 2020 for \$62,000 for a 0.73-acre lot. Adjusting that upward by the FHFA HPI to compare that to the Parcel 4 lot sale requires a 55% increase in value as there was a substantial run up in the market in 2021 and 2022. The indicated adjusted lot value is \$96,100, which is similar to the \$100,000 paid for Adjoining Parcel 4. This is not a paired sale for determining impact on property value as both of these parcels adjoin the convenience center. But after adjusting for time, this sale is still 3.9% less than the similar lot to the south. In fact it would be more appropriate to say it is even more off as the property to the south has inferior frontage on Battle Bridge Road, which is to say that to account for the frontage impact on this lot, I would have to adjust this sale down even further. This is just an illustration of market imperfection and the variability in the market.

But the lot at 2405 Noli Lane was then improved with a home in 2020 with 2,979 s.f. with 3 BR, 2.5 BA, 2-car garage and sold on September 7, 2023 for \$563,000, or \$188.99 per s.f.

I have compared this to 1013 Stone Eagle Lane that sold on December 5, 2022 for \$506,000 with \$3,500 in financing concessions for an effective purchase price of \$502,500. This is a home built in 2013 with 2,906 s.f. for 4 BR, 4BA, 2 car garage on 0.69 acres. The purchase price works out to \$174.12 per s.f. I adjusted this sale upward for appreciation in the market based on the FHFA HPI which supports a 6% increase, as well as 3.5% for the difference in building age, I derive an adjusted indication of value for this home at \$550,238, or \$189.35 per square foot. This is within 1% of the 2405 Noli Lane home sale which supports a finding of no impact on property value. While 2405 Noli Lane is close to the convenience center it is also necessarily adjoining the preserved land to the north owned by Wake County that includes 304.87 acres, which may be a mitigating factor despite the close proximity to the convenience center.

5 – 3913 Lillie Liles Rd, Wake Forest, Wake County, NC

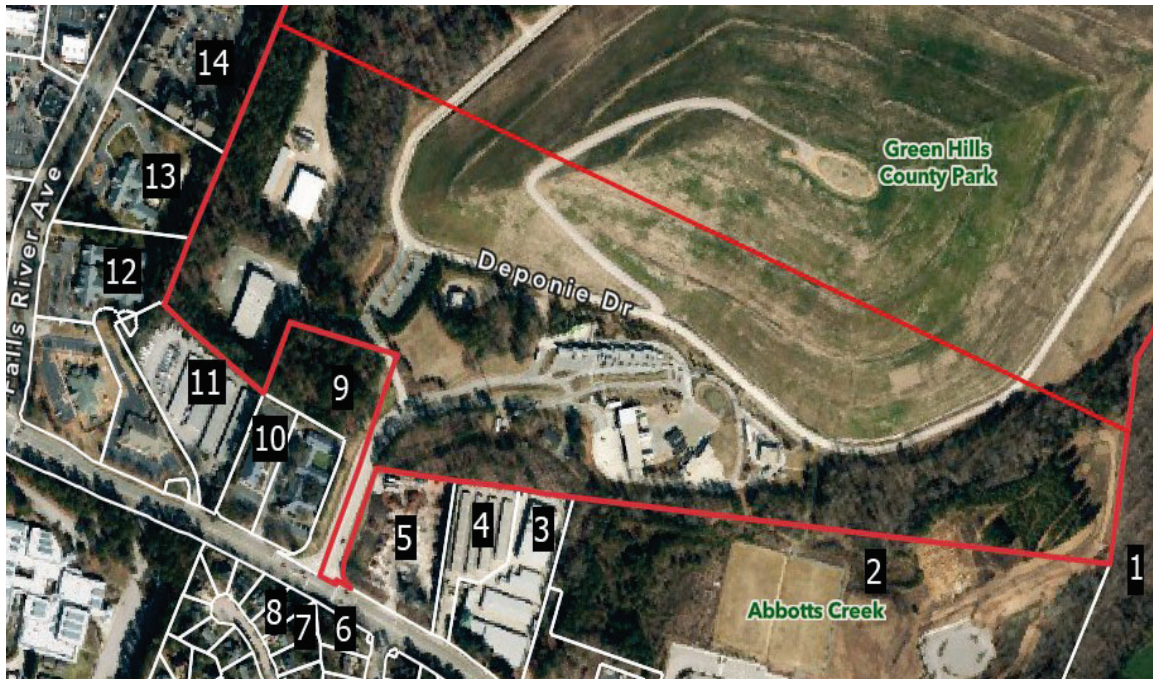


This convenience center is located on 2.39 acres. The closest adjoining home is 150 feet, with an average distance of 280 feet. I did not identify any recent home sales. I note that the home on Parcel 10 is the most recently built adjoining home (2016) and has a current assessed value of \$622,355.

Adjoining Uses

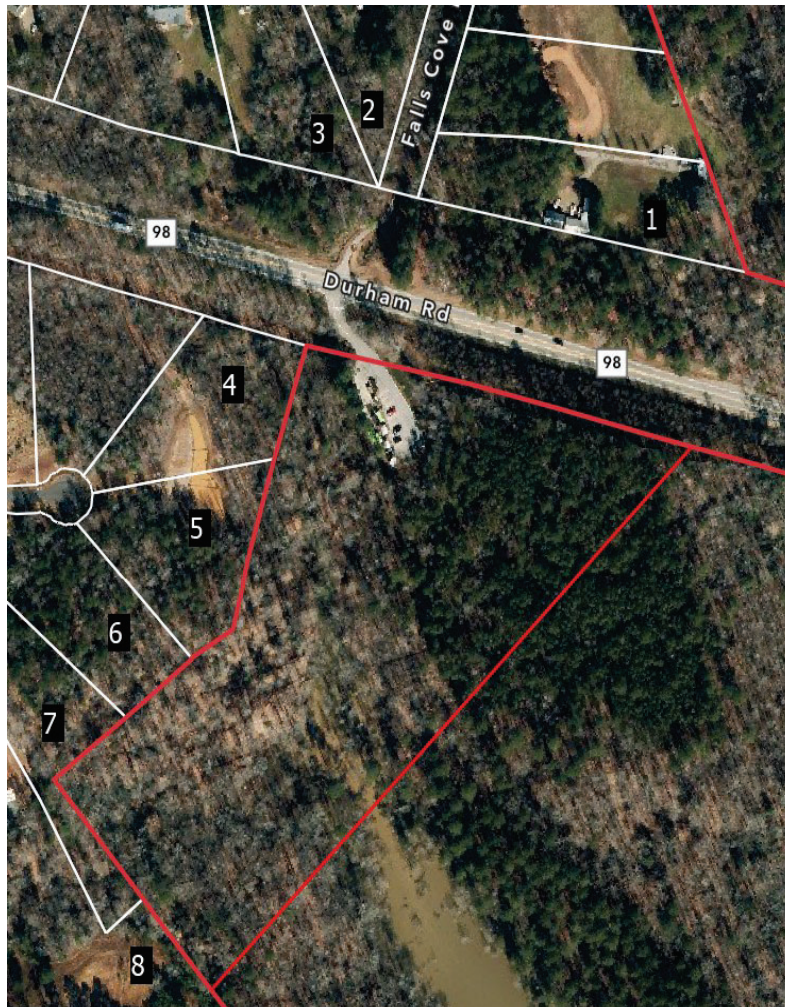
#	MAP ID	Owner	GIS Data		Adjoin	Adjoin	Distance (ft)
			Acres	Present Use	Acres	Parcels	
1	1748851786	Sanders	1.32	Residential	11.89%	10.00%	N/A
2	1748852401	Sanders	1.18	Residential	10.63%	10.00%	N/A
3	1748841923	Waddell	1.23	Residential	11.08%	10.00%	220
4	1748747864	Williams	1.94	Residential	17.48%	10.00%	365
5	1748758161	Watson	0.05	Residential	0.45%	10.00%	N/A
6	1748758129	Colvin	0.92	Residential	8.29%	10.00%	150
7	1748757324	Gargis	2.39	Residential	21.53%	10.00%	305
8	1748757548	Gargis	1.20	Residential	10.81%	10.00%	245
9	1748759713	Diakhate	0.40	Residential	3.60%	10.00%	350
10	1748850733	Wright	0.47	Residential	4.23%	10.00%	325
Total			11.100		100.00%	100.00%	280

6 – 9024 Deponie Drive, Raleigh, Wake County, NC



This convenience center is located on a small portion of 74.23 acres at Green Hills County Park at Falls River. The closest adjoining home is 1,070 feet and across the road. I have not attempted any paired sales analysis.

7 – 2001 Durham Road, Wake Forest, Wake County, NC



This convenience center is located on a portion of a much larger tract for Falls Lake. The closest adjoining home is 390 feet with an average distance of 606 feet.

Adjoining Uses

#	MAP ID	Owner	GIS Data		Adjoin	Adjoin	Distance (ft)
			Acres	Present Use	Acres	Parcels	
1	1821016902	Kelley	2.15	Residential	12.26%	12.50%	435
2	1821021218	Wilford	1.84	Residential	10.49%	12.50%	685
3	1811929179	Benjamin	2.05	Residential	11.69%	12.50%	690
4	1811919475	Gadireddy	1.85	Residential	10.55%	12.50%	390
5	1811919260	Dickerson	1.86	Residential	10.60%	12.50%	N/A
6	1811917067	Kridel	1.84	Residential	10.49%	12.50%	645
7	1811907824	Mitchell	1.85	Residential	10.55%	12.50%	790
8	1811908439	Kuebler	4.10	Residential	23.38%	12.50%	N/A
Total			17.540		100.00%	100.00%	606

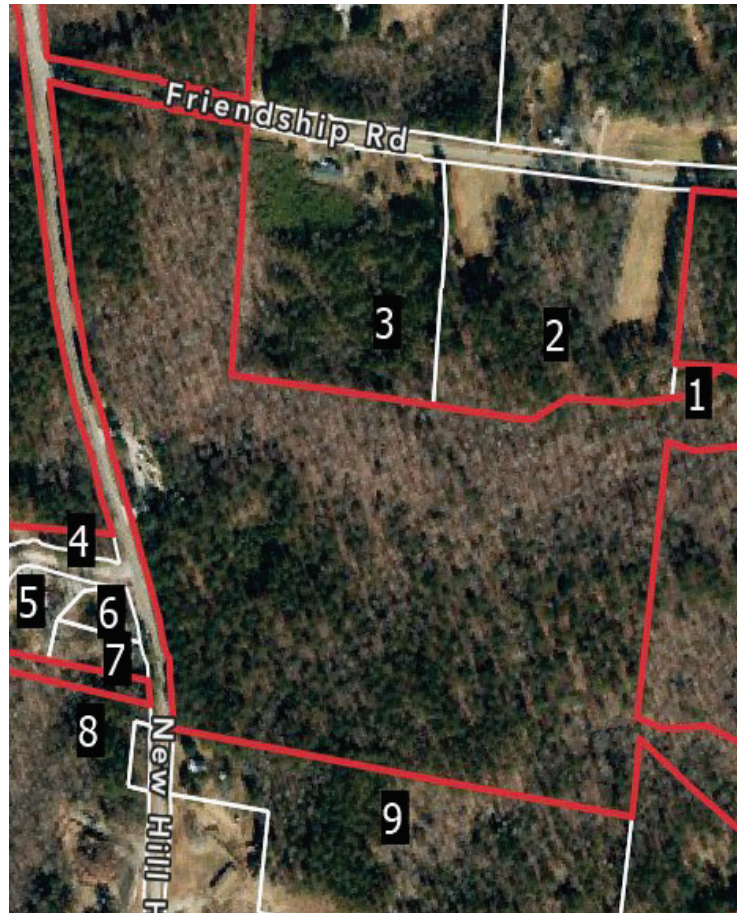
Adjoining Parcel 4 shown above sold with a newly built home on it on March 12, 2024 with a street address of 1445 Blantons Creek Drive with 1.85 acres. The home included 3,820 s.f. was built in 2022 with a 2-car garage and sold for \$1,067,500, or \$279.45 per s.f. It is

Paulo Lopez
March 6, 2026

difficult to compare this and the other homes adjoining this area as they are also necessarily adjoining Falls of Lake preserved land and it would be difficult to extract that impact. But I do note specifically that the location of the convenience center within 390 feet did not appear to impact the development of a home priced at over one million dollars.

Just one lot west of this at 1441 Blantons Creek Drive a similar home was built in 2022 with 3,998 s.f. and a 3-car garage that sold on April 26, 2023 on 1.85 acres for \$1,185,000, or \$296.40 per s.f. Adjusting this sale downward by \$20,000 for the difference in garage, the adjusted indication of value is \$1,165,000, or \$291.40 per s.f. According to the FHFA HPI the difference in home values in this area over that spread is actually down by 0.29% for an additional adjustment down to \$1,161,622, or \$290.55 per s.f. This is 3.8% more than the property at 1445 Blantons Creek Drive and within typical market deviation/imperfection. I consider this to be an indication of no impact on property value, but this is confused by the adjoining Falls Lake land.

8 – 3337 New Hill-Holleman Road, New Hill, Wake County, NC

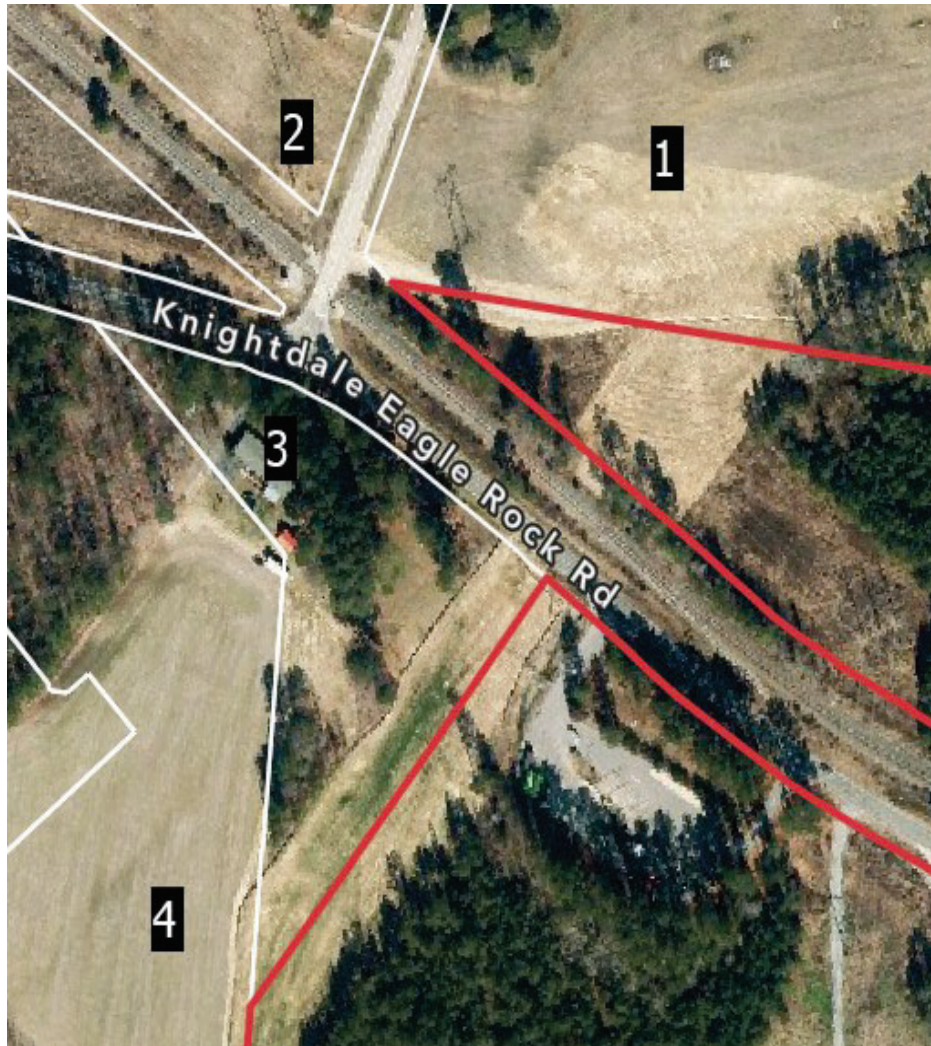


This convenience center is located on a small portion of a much larger 2,141.44-acre tract owned by Duke Progress Energy for Shearon Harris Nuclear Plant. The closest adjoining home is 270 feet away and the average distance is 519. I did not attempt a paired sales analysis due to the proximity to Shearon Harris.

Adjoining Uses

#	MAP ID	Owner	GIS Data		Adjoin	Adjoin	Distance (ft)
			Acres	Present Use	Acres	Parcels	
1	629276227	Raymer	0.20	Residential	0.44%	11.11%	N/A
2	629272415	Double J	8.30	Residential	18.08%	11.11%	N/A
3	629176643	Friendship	15.90	Residential	34.64%	11.11%	790
4	629068699	Vega	0.74	Residential	1.61%	11.11%	N/A
5	629067501	Castillo	1.21	Commercial	2.64%	11.11%	N/A
6	629160584	Trump	0.47	Residential	1.02%	11.11%	270
7	629160484	Khaja	0.50	Residential	1.09%	11.11%	375
8	629150829	Holly Springs	8.46	Commercial	18.43%	11.11%	N/A
9	629169093	Fisher	10.12	Residential	22.05%	11.11%	640
Total			45.900		100.00%	100.00%	519

9 – 5216 Knightdale-Eagle Rock Road, Knightdale, Wake County, NC



This convenience center is located on a small portion of 201.3 acres. The closest adjoining home is 785 feet away. I did not identify any adjoining home sales for analysis.

Adjoining Uses

#	MAP ID	Owner	GIS Data		Adjoin	Adjoin	Distance (ft)
			Acres	Present Use	Acres	Parcels	
1	1764221728	Croom	32.67	Agri/Res	46.28%	25.00%	785
2	1764038040	Croom	21.61	Agri/Res	30.61%	25.00%	1,205
3	1764112945	Ellis	3.17	Commercial	4.49%	25.00%	N/A
4	1764019484	Raleigh Rescue	13.14	Residential	18.61%	25.00%	N/A
Total			70.590		100.00%	100.00%	995

10 – 5051 Wendell Boulevard, Wendell, Wake County, NC



This convenience center is located on 4.27 acres. The closest adjoining home is 80 feet with an average distance of 188 feet.

New homes are being built across the street off Avonmore Drive with prices ranging from \$388,000 to \$455,000. The homes that are most similar to these that are further from the convenience center are to the northeast along Wendell Boulevard and Avonmore. Considering homes with similar rear exposure to Wendell Boulevard is important and shows similar homes selling for similar prices in the same time frame.

For example, 829 Avonmore Drive is shown on the map above as the third lot from the western end of Avonmore Drive. That home sold on September 7, 2023 for \$400,000 with a \$5,000 financing concession for an effective purchase price of \$395,000 for this two-story, 5 BR, 3 BA, 2,674 s.f.

A similar home at 913 Avonmore Drive sold on April 11, 2024 for \$438,500 with a \$27,216 financing concession for an effective purchase price of \$411,284 for a 5 BR, 3 BA, 2,674 s.f. home. Adjusting this downward by 2% for appreciation over that period of time, the

Paulo Lopez
March 6, 2026

adjusted indication of value is \$403,058. This indicates a difference between this home sale and 829 Avonmore Drive is 2%, which supports a finding of no impact on property value due to market imperfection.

Adjoining Uses

#	MAP ID	Owner	GIS Data		Adjoin	Adjoin	Distance (ft)
			Acres	Present Use	Acres	Parcels	
1	1794464535	Williams	4.40	Residential	8.05%	9.09%	N/A
2	1794546809	Meritage Homes	27.38	Agricultural	50.08%	9.09%	N/A
3	1794451783	Ollison	2.19	Residential	4.01%	9.09%	N/A
4	1794450663	Cutchins	1.98	Commercial	3.62%	9.09%	N/A
5	1794358357	TJM Invetments	7.11	Commercial	13.01%	9.09%	N/A
6	1794356852	Sartain	1.06	Commercial	1.94%	9.09%	N/A
7	1794352900	Mizell	6.53	Residential	11.94%	9.09%	460
8	1794365179	Rennard	2.00	Residential	3.66%	9.09%	80
9	1794367355	Johns	0.69	Residential	1.26%	9.09%	95
10	1794369410	Doyla	0.83	Residential	1.52%	9.09%	115
11	1794460445	BrownLee	0.50	Residential	0.91%	9.09%	190
Total			54.670		100.00%	100.00%	188

Summary of Convenience Centers in Wake County

Summary of Convenience Centers North Carolina

#	Name	City	County	Acres	Adjoin		% Adjoin Parcels Residential	Closest Home	Avg. Dist Home
					Parcels	Parcels			
1	Old Stage	Raleigh	Wake	7	11	11	100%	90	182
2	Old Smithfield	Apex	Wake	697	13	7	54%	N/A	N/A
3	Yates Mill	Raleigh	Wake	20	9	9	100%	235	427
4	Battle Bridge	Raleigh	Wake	546	6	3	50%	110	110
5	Lilli Liles	Wake Forest	Wake	11	10	10	100%	150	280
6	Deponie	Raleigh	Wake	324	14	5	36%	1,070	1,186
7	Durham	Wake Forest	Wake	18	8	8	100%	390	606
8	New Hill-Hellemar	New Hill	Wake	46	9	7	77.78%	270	519
9	Knightdale-Eagle	Knightdale	Wake	71	4	1	25%	785	995
10	Wendell	Wendell	Wake	55	11	7	64%	80	188
				179		Average	71%	353	499
				50		Median	71%	235	427
				697		High	100%	1,070	1,186
				7		Low	25%	80	110

The data above shows that the convenience centers in Wake County are primarily located in residential areas with all but two of them having more than 50% of the adjoining parcels as residential. Furthermore, the data shows that the closest distance for a home is 80 feet, though the average is 353 feet and the median is 235 feet. Homes at these distances are common in Wake County.

The distances to homes proposed at the subject property are substantially further than those distances which strongly supports a finding of no impact on property value.

**Summary of Convenience Centers
North Carolina**

#	Name	City	2022 1 - Mile Demographics			2022 3-Mile Demographics		
			Popl.	Med Inc.	Avg. House	Popl.	Med Inc.	Avg. House
1	Old Stage	Raleigh	1,624	\$122,409	\$413,776	22,786	\$101,292	\$408,881
2	Old Smithfield	Apex	5,213	\$96,512	\$409,118	42,470	\$115,497	\$476,181
3	Yates Mill	Raleigh	1,613	\$61,423	\$495,692	30,941	\$73,069	\$405,329
4	Battle Bridge	Raleigh	21	\$91,685	\$375,000	17,741	\$89,483	\$311,895
5	Lilli Liles	Wake Forest	5,784	\$116,630	\$431,994	48,405	\$107,505	\$408,565
6	Deponie	Raleigh	9,793	\$118,787	\$434,603	57,057	\$94,506	\$441,079
7	Durham	Wake Forest	1,092	\$182,209	\$836,577	20,357	\$151,715	\$629,218
8	New Hill-Helleman	New Hill	166	\$134,336	\$620,089	9,548	\$148,236	\$651,161
9	Knightdale-Eagle	Knightdale	733	\$63,264	\$347,189	27,186	\$76,565	\$351,729
10	Wendell	Wendell	1,764	\$58,584	\$453,125	16,977	\$61,477	\$348,121
		Average	2,780	\$104,584	\$481,716	29,347	\$101,935	\$443,216
		Median	1,619	\$106,571	\$433,299	24,986	\$97,899	\$408,723
		High	9,793	\$182,209	\$836,577	57,057	\$151,715	\$651,161
		Low	21	\$58,584	\$347,189	9,548	\$61,477	\$311,895

The paired sales data considered earlier in this analysis support a finding of no impact on property value. The demographic data above shows no pattern of these centers being clustered near low end housing. The median income for the county is \$96,010 and the average home price for the county is \$454,777, both of which are well bracketed by the demographic data above. This also supports a finding of no impact on property value as the average and median home price around these convenience centers are at the county median levels.

Paulo Lopez
March 6, 2026

Additional Data from Other Counties

I have shown below additional comparable convenience center sites from other counties that have matched pair data as additional support.

I researched convenience center sites looking for convenience centers with adjoining sales data within Harnett County and Moore County. These are simply showing additional paired sales data and trends of similar uses around North Carolina.

11-Buies Creek "Campbell" Site, Lillington, Harnett County, NC

This convenience center is located on Kivett Road in Lillington is 4.35 acres. The closest adjoining home is 245 feet.



Adjoining Uses

#	MAP ID	Owner	GIS Data		Adjoin Acres	Adjoin Parcels	Distance (ft)
			Acres	Present Use			
1	110670 0351	Brickyard LLC	0.58	Residential	0.63%	11.11%	275
2	110670 0075	Jaks LLC	22.56	Agricultural	24.60%	11.11%	N/A
3	110670 0010	Gregory	0.51	Residential	0.56%	11.11%	275
4	110670 0005	Rand	0.33	Residential	0.36%	11.11%	260
5	110670 0009	Gilder	0.18	Residential	0.20%	11.11%	315
6	110670 0008	Ferrell	4.30	Residential	4.69%	11.11%	430
7	110660 0191 02	Campbell	60.86	University	66.35%	11.11%	245
8	110680 0111	Mitry	1.49	Residential	1.62%	11.11%	N/A
9	110670 0324	Brickyard LLC	0.91	Residential	0.99%	11.11%	N/A

Total **91.720** **100.00%** **100.00%** 300

Adjoining Use Breakdown

	Acreage	Parcels
Residential	9.05%	77.78%
Agricultural	24.60%	11.11%
University	66.35%	11.11%
Total	100.00%	100.00%

Parcel 1 sold for \$360,000 on June 23, 2022 for the two dwellings on the parcel. I have not attempted to do analysis on this transfer as it has 2 units on one parcel which makes it difficult to find similar 2 unit sales that are similar enough to compare. Therefore I have not done a matched pair analysis on this transfer.

Parcel 2 sold for \$600,000 on May 28, 2021 for the 22.54 acres and an additional parcel that adjoins Parcel 2, but not the convenience center that was 0.41 acres for a total indicated acreage of 22.95 acres. This indicates a price per acre of \$26,144 per acre. I have done analysis on this below. This analysis indicates that adjoining the convenience center does not have an impact on adjoining property values for developable land and potentially presents an enhancement to adjoining property values as the property adjacent to the convenience center sold for 16% more than other comparable properties. I was unable to find a listing of this on the local MLS or elsewhere online and was unable to confirm this transfer.

Adjoining Developable Land Sales After Convenience Center Built						
Parcel	Con. Cen.	Address	Acres	Date Sold	Sales Price	\$/Ac
	Adjoins	Main St	22.95	5/28/2021	\$600,000	\$26,144
	Not	Gregory Cir	12.72	8/4/2021	\$195,000	\$15,330
	Not	Neills Creek Rd	10.10	8/25/2021	\$210,000	\$20,792
	Not	1500 Old Coats Rd	19.20	8/24/2021	\$482,500	\$25,130

Adjoining Sales Adjusted				Price Per		Avg
Address	Time	Size	Location	Acre	% Diff	% Diff
Main St				\$26,144		
Gregory Cir	-\$88		\$767	\$16,009	39%	
Neills Creek Rd	-\$156		\$2,079	\$22,715	13%	
1500 Old Coats Rd	-\$186		\$2,513	\$27,457	-5%	
						16%

Parcel 5 sold for \$150,000 on December 20, 2021 for a 1,311 s.f. dwelling. I have done a matched paired analysis as shown below. This provides a good indication that the convenience center does not have a significant impact to adjoining property values. The parcel is 315 feet away from the active convenience center site. This indicates that adjoining the convenience center reduced the value by 2 percent. I left a message with the broker, Christie Yarbrough but did not get a response.

Adjoining Residential Sales After Convenience Center Built												
Parcel	Con. Cen.	Address	Acres	Date Sold	Sales Price	Built	GBA	\$/GLA	BR/BA	Park	Style	Other
	Adjoins	194 Kivett Rd	0.18	12/20/2021	\$150,000	1950	1,311	\$114.42	3/2	Drive	Ranch	N/A
	Not	75 Hartwell Cir	0.43	10/26/2022	\$155,000	1952	1,366	\$113.47	3/1.5	Drive	Ranch	N/A
	Not	221 Mae Byrd Rd	0.19	4/13/2022	\$140,000	1949	986	\$141.99	2/1	Drive	Ranch	N/A
	Not	200 Parkwood Cir	0.42	8/8/2022	\$200,000	1963	1,802	\$110.99	3/1.5	Drive	Ranch	Brick

Adjoining Sales Adjusted										Avg		
Address	Time	Site	YB	GLA	Bedroom	Bathroom	Park	Other	Total	% Diff	% Diff	Distance
194 Kivett Rd									\$150,000			315
75 Hartwell Cir	-\$12,147		-\$1,550	-\$1,872		\$8,000			\$147,430	2%		
221 Mae Byrd Rd	-\$4,035		\$700	\$13,844		\$15,000			\$165,509	-10%		
200 Parkwood Cir	-\$11,680		-\$13,000	-\$16,349		\$8,000		-\$20,000	\$146,972	2%		
											-2%	

Parcel 8 sold for \$750,500 on July 23, 2020 for the townhomes and the underlying land. I have not attempted to do analysis on this transfer as it has multiple units on one parcel which makes it difficult to find similar multi unit sales that are similar enough to compare. Therefore I have not done a matched pair analysis on this transfer.

Parcel 9 sold for \$1,755,000 on March 11, 2021 for the townhomes and the underlying land. I have not attempted to do analysis on this transfer as it has multiple units on one parcel

Paulo Lopez
March 6, 2026

which makes it difficult to find similar multi unit sales that are similar enough to compare.
Therefore I have not done a matched pair analysis on this transfer.

12-Johnsonville "Ponderosa" Site, Cameron, Harnett County, NC

This convenience center is located on Ponderosa Road and is 18.99 acres. The closest adjoining home is 450 feet. I note that Parcel 1 is agricultural land that sold May 23, 2022 for \$165,000 for 49.00 acres for an indicated \$3,367 per acre. I have not attempted to utilize this for a matched pair analysis as it also adjoins Parcel 6 to the southwest which is a sand mine. This would not be a good indication of whether the adjoining convenience center had an impact on property values as there would not be enough information to know if the sand mine had an impact to the property value instead of or in addition to the convenience center.



Adjoining Uses

#	MAP ID	Owner	GIS Data		Adjoin Acres	Adjoin Parcels	Distance (ft)
			Acres	Present Use			
1	099566 0034	Brady	49.00	Agricultural	20.17%	16.67%	N/A
2	099566 0035	Dull	0.96	Residential	0.40%	16.67%	450
3	099566 9001 02	Harnett Co	10.16	Residential	4.18%	16.67%	N/A
4	099566 9001	NC Hwy Com	69.03	Agricultural	28.42%	16.67%	N/A
5	099565 0083	J S Weeks Sand	70.54	Sand Mine	29.04%	16.67%	N/A
6	099566 0150	J S Weeks Sand	43.20	Sand Mine	17.79%	16.67%	N/A
Total			242.890		100.00%	100.00%	450

Adjoining Use Breakdown

	Acreage	Parcels
Residential	4.58%	33.33%
Agricultural	48.59%	33.33%
Sand Mind	46.83%	33.33%
Total	100.00%	100.00%

13-Mamers Site, Lillington, Harnett County, NC

This convenience center is located at 5375 Old US 421 Highway and is 249.80 acres. The closest adjoining home is 125 feet. The convenience center site is outlined in yellow.



Adjoining Uses

#	MAP ID	Owner	GIS Data		Adjoin		Distance (ft)
			Acres	Present Use	Acres	Parcels	
1	130620 0011 04	Billingsley	0.75	Residential	0.23%	6.25%	780
2	130620 0002 36	Marcoviche	0.80	Residential	0.25%	6.25%	735
3	130620 0002 38	Campbell	0.78	Residential	0.24%	6.25%	515
4	130620 0002 39	Campbell	0.70	Residential	0.22%	6.25%	370
5	130620 0002 40	Corbett	0.70	Residential	0.22%	6.25%	175
6	130620 0002 41	Jenkins	0.70	Residential	0.22%	6.25%	125
7	130620 0002 42	Harmon	0.70	Residential	0.22%	6.25%	150
8	130620 0002 43	Cole	0.70	Residential	0.22%	6.25%	215
9	130620 0002 44	Vinston	0.69	Residential	0.21%	6.25%	360
10	130620 0009	Sowers	4.49	Residential	1.39%	6.25%	N/A
11	130620 0010	Sowers	4.00	Residential	1.24%	6.25%	840
12	130620 0008	Sellers	1.70	Residential	0.53%	6.25%	1,145
13	130620 0007	Gifford	3.50	Residential	1.08%	6.25%	1,370
14	130620 0200	Part of Subject	249.80	Agricultural	77.36%	6.25%	N/A
15	130620 020	Collins	2.20	Residential	0.68%	6.25%	1,345
16	130620 0011	Allen	50.70	Agri/Res	15.70%	6.25%	1,440

Total	322.910	100.00%	100.00%	683
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Adjoining Use Breakdown

	Acres	Parcels
Residential	6.94%	87.50%
Agricultural	77.36%	6.25%
Agri/Res	15.70%	6.25%
Total	100.00%	100.00%

Adjoining Parcel 1 sold twice recently. The first sale was on September 16, 2022 for Parcel 1 and an additional parcel to the west of Parcel 1, which was a sale of 2 lots, one of which adjoins the convenience center. The comparables indicate that the convenience center did not have an impact on the adjoining lot value and potentially enhanced the adjoining lot value. I could not find the listing on the local MLS or elsewhere online and was unable to confirm this transfer.

Adjoining Lot Land Sales After Convenience Center Built									Avg Lot		
Parcel	Con.	Cen.	Address	Acres	Date Sold	Sales Price	\$/Ac	Lots	\$/Lot	Size	Other
	Adjoins		Old US 421 Hwy	1.50	9/16/2022	\$90,000	\$60,000	2	\$45,000	0.75	N/A
	Not		304 E Washington St	0.98	10/13/2022	\$55,000	\$56,122	1	\$55,000	0.98	N/A
	Not		Ernest Brown Rd	1.05	12/19/2022	\$40,000	\$38,095	1	\$40,000	1.05	N/A
	Not		301 E Lofton St	0.42	4/29/2022	\$49,000	\$116,667	1	\$49,000	0.42	N/A
Adjoining Sales Adjusted						Price Per			Avg		
Address			Time	Size	Location	Lot		% Diff	% Diff		
Old US 421 Hwy						\$60,000					
304 E Washington St			-\$128		-\$2,806	\$52,066		13%			
Ernest Brown Rd			-\$302		\$3,810	\$43,508		27%			
301 E Lofton St			\$1,376		-\$5,833	\$44,543		26%			
									22%		

Adjoining Parcel 1 also sold after the property was developed with a single family dwelling on March 10, 2023 for \$308,000. I have compared this with other nearby building sales below. The nearby sales do not support a significant impact to the property value for adjoining the convenience center. Specifically I note that the adjoining parcel, one of the two lots that sold in the analysis above, after adjustments, indicates that being adjacent to the convenience center has no impact on the property value. This is the 5th entry below located at 5565 Old US 421 Highway. I consider this analysis support for no impact to the adjoining property values. The broker Takyla Hill, indicated that the builder typically buys their construction materials in bulk and does not permit any customization options and that this property sold for a similar price to other Pop Homes of the same floorplan in the area. She specifically noted that the adjoining convenience center did not have an impact on adjoining property values.

Adjoining Residential Sales After Convenience Center Built													
Parcel	Con.	Cen.	Address	Acres	Date Sold	Sales Price	Built	GBA	\$/GLA	BR/BA	Park	Style	Other
	Adjoins		5537 Old US 421 Hwy	0.75	3/10/2023	\$308,000	2022	2,490	\$123.69	5/3	2 Gar	2 Story	N/A
	Not		4575 Old US 421 Hwy	1.36	4/28/2023	\$399,700	2023	2,010	\$198.86	4/2.5	2 Gar	2 Story	N/A
	Not		4557 Old US 421 Hwy	1.30	5/8/2023	\$460,000	2023	2,702	\$170.24	4/3	2 Gar	2 Story	N/A
	Not		624 C P Stewart Rd	1.34	1/23/2023	\$409,900	2021	2,476	\$165.55	3/3	3 Gar	2 Story	Brick
	Not		5565 Old US 421 Hwy	0.75	2/28/2023	\$310,000	2022	2,994	\$103.54	5/3	2 Gar	2 Story	N/A
Adjoining Sales Adjusted													
Address		Time	Site	YB	GLA	Bedroom	Bathroom	Location	Quality	Total	% Diff	Avg % Diff	Distance
5537 Old US 421 Hwy										\$308,000			780
4575 Old US 421 Hwy		-\$3,301			-\$1,999	\$28,635	-\$11,991	\$5,000	-\$19,985	-\$46,200	\$349,860	-14%	
4557 Old US 421 Hwy		-\$4,574			-\$2,300	-\$10,828	-\$13,800		-\$23,000	-\$59,955	\$345,543	-12%	
624 C P Stewart Rd		\$3,178			\$2,050	\$695	-\$24,594			-\$115,000	\$276,229	10%	
5565 Old US 421 Hwy		\$522			\$0	-\$15,655				\$294,867		4%	
												-3%	

I note that Parcels 4 and 5, two manufactured dwellings, both sold recently but I could not find up to date information on the sales and the condition of both the exterior and of the interior. The lack of a listing on the local MLS makes it difficult to understand the condition of the property which makes comparison difficult as it obfuscates the information needed to make accurate adjustments. For these reasons I have not done a matched pair analysis of these transfers.

Parcel 6 sold recently and similarly is a manufactured dwelling which makes it difficult to do a matched pair analysis. There are not enough nearby comparables of similar quality,

Paulo Lopez
March 6, 2026

condition, age and location to do a matched pair analysis on. I have therefore not completed a matched pair analysis on this transfer.

14-Cameron Site, Cameron, Moore County, NC

This convenience center is located at 276 Cranes Creek Road and is 4.83 acres. The closest adjoining home is 425 feet.



Adjoining Uses

#	MAP ID	Owner	GIS Data		Adjoin Acres	Adjoin Parcels	Distance (ft)
			Acres	Present Use			
1	06833	Walters	16.40	Residential	38.45%	20.00%	N/A
2	20070426	Parker	11.09	Residential	26.00%	20.00%	N/A
3	20070422	Gleason	10.56	Residential	24.76%	20.00%	425
4	02464	Blue	3.57	Residential	8.37%	20.00%	N/A
5	20130199	Blue	1.03	Residential	2.42%	20.00%	565
Total			42.650		100.00%	100.00%	495

Adjoining Use Breakdown

	Acreage	Parcels
Residential	100.00%	100.00%
Total	100.00%	100.00%

Paulo Lopez
March 6, 2026

Parcel 2 sold for \$105,000 for 11.09 acres for an indicated \$9,468 per acre. I have compared this to other nearby properties below. This indicates that there is a potential negative impact to the adjoining land values for developable land of 5%. I could not find the listing on the local MLS or elsewhere online and was unable to confirm this transfer.

Adjoining Developable Land Sales After Convenience Center Built									
Parcel	Con. Cen.	Address	Acres	Date Sold	Sales Price	\$/Ac	Lots	\$/Lot	Other
	Adjoins	Cranes Creek Rd	11.09	4/19/2023	\$105,000	\$9,468			N/A
	Not	Cranes Creek Rd	13.41	12/2/2021	\$134,500	\$10,030			N/A
	Not	Dalrymple Rd	10.00	8/9/2023	\$130,000	\$13,000			N/A
	Not	Fernwood Rd	13.41	12/29/2022	\$145,000	\$10,813			N/A
	Not	1500 Old Coats Rd	50.40	10/14/2020	\$253,000	\$5,020			N/A

Adjoining Sales Adjusted				Price Per		Avg
Address	Time	Size	Location	Acre	% Diff	% Diff
Cranes Creek Rd				\$9,468		
Cranes Creek Rd	\$850			\$10,880	-15%	
Dalrymple Rd	-\$245		-\$650	\$12,105	-28%	
Fernwood Rd	\$202		-\$541	\$10,474	-11%	
1500 Old Coats Rd	\$776	\$502		\$6,298	33%	
						-5%

Paulo Lopez
March 6, 2026

Conclusion

The proposed use is a typical use for this type of location. There is significant data within this impact study showing other similar convenience center sites in residential locations much closer to homes than proposed at this site and with much less surrounding commercial/industrial uses than at this site.

I conclude that the proposed use is in harmony with the area it is proposed to be located in and will not negatively impact adjoining property values.

There is significant sales data and matched pair analyses to support the finding that the proposed convenience center will not impact the adjoining property values. This is supported by the matched pairs which indicate that adjoining dwellings and vacant lots sell for similar prices as other similar nearby properties. In some instances a mild positive is suggested for adjoining a convenience center, though that appears to be associated with the fact that convenience centers are often located on county land that adjoins/includes parks. I note that the subject property adjoins such a county park. I conclude that the proposed use will not impact adjoining property values.

If you have any further questions, please call me any time.

Sincerely,



Richard C. Kirkland, Jr., MAI
State Certified General Appraiser



Nicholas D. Kirkland
State Certified General Appraiser



IN WITNESS WHEREOF, the Grantor has hereto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

Paul Kovalski (SEAL)
Paul Kovalski

Joan Kovalski (SEAL)
Joan Kovalski

NORTH CAROLINA

COUNTY OF Buncombe

I, a Notary Public of the County and State aforesaid, certify that Joan Kovalski ~~Kovalski~~, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 12 day of December, 1995.

Kris A. Wypacz
Notary Public

my commission expires: My Commission Expires 3-8-97.



NORTH CAROLINA

COUNTY OF WAKE

Paul Kovalski, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 12 day of December, 1995.

B. Ault
Notary Public

my commission expires: 1-29-97

NORTH CAROLINA — WAKE COUNTY

The foregoing certificate of Kris A. Wypacz
Constance B. Ault

Notary Public is

(are) certified to be correct. This instrument and this certificate are duly registered at the date and time and in the book and page shown on the first page hereof.

KENNETH C. WILKINS, Register of Deeds

By Marta N. Hams
Asst. Deputy Register of Deeds

Excise Tax: \$116.00

000313

REGISTERED

95 DEC 14 PM 2:05

Pin No. 0755.10 35 8946

REGISTERED
REGISTER OF DEEDS
WAKE COUNTY

Parcel Identifier No. 0013599

After recording hold for County Attorney

This instrument was prepared by the Wake County Attorney's Office

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 14th day of December, 1995, by and between Paul Kovalski and wife, Joan Kovalski, GRANTOR, and the County of Wake, GRANTEE, F. O. Box 550, Raleigh, North Carolina, 27602;

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all those certain lots or parcels of land situated in Cedar Fork Township, Wake County, North Carolina, and more particularly described as follows:

BEING all of lots 17 and 18 as shown on a map entitled "Morrisville-Airport Subdivision" surveyed by C. W. Russum, RLS, dated February - July, 1953, recorded in Book of Maps 1953, Page 41, Wake County Registry. Also shown on a survey by Wake County Facilities Design and Construction entitled "Proposed Acquisition: Property of Paul & Joan Kovalski" dated October 4, 1995 and recorded in Book of Maps 1995, Page 1852, said registry.

The property hereinabove described is the property that was conveyed to Grantor by instrument recorded in Deed Book 2132, Page 115, Wake County Registry.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and the Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated.

1. Easements and right-of-ways of record.
2. 1995 Ad Valorem Taxes

WAKE COUNTY

DEC 14, 95

HOLLOM PROPERTY GROUP

116.00

TRAN 21

STATE OF
NORTH
CAROLINAReal Estate
Excise Tax

Conditions

1. In order to comply with all applicable Morrisville UDO requirements including UDO Section 8.1.3.C, Wake County will construct the portions of the Aviation Parkway Road improvements for which the County is responsible, as identified in the TIA, prior to the receipt of any certification of occupancy or final plat approval.
2. The proposed development shall be developed consistent with the approved site plan. Notwithstanding the foregoing, minor modifications to the approved site plan may be approved administratively consistent with the provisions of UDO Section 2.5.6.C(6)(d).

Special Use Permit Process

1. What approval does the applicant need from the Town in order to pursue this project?

To pursue the desired development project, the applicant needs a special use permit (SUP) to be granted by the Morrisville Town Council.

2. What process must the Town Council follow in reviewing this request?

The special use permit review procedure required in this case is a “quasi-judicial” process in which the Town Council carefully applies standards in the *Unified Development Ordinance* to determine whether they have been met by the applicant.

This quasi-judicial process consists of an evidentiary hearing, the purpose of which is to establish the facts of a case, not to gather opinions about a given project. This hearing includes the introduction of evidence under oath, cross-examination of witnesses, and the making of “findings of fact” relevant to the case.

3. What are the standards that the Town Council must use when reviewing the permit request?

The Morrisville *Unified Development Ordinance (UDO)* requires that an application shall be approved only if the Town Council reaches each of the following conclusions of law, based on findings of fact supported by competent, substantial, and material evidence presented at the hearing:

1. The proposed development will not materially endanger the public health or safety;
2. The proposed development will comply with all regulations and standards generally applicable within the zoning district and specifically applicable to the particular type of Special Use;
3. The proposed development will not substantially injure the value of adjoining property, or is a public necessity;
4. The proposed development will be in harmony with the intensity, scale, and character of development existing or planned in the surrounding area;
5. The proposed development will not cause undue traffic congestion or create a traffic hazard;
6. The proposed development will not generate needs for transportation, water supply, sewage disposal, fire and police protection, and similar public services that cannot be adequately handled by available infrastructure and facilities;
7. The proposed development will be consistent with the Comprehensive Plan.

4. Will citizens and adjacent property owners have an opportunity to provide public comment on the special use permit request?

Yes, they will have an opportunity to provide input at the Town Council public hearing, under the following parameters:

- All citizen comments should provide factual evidence that responds to the required findings listed in #3 above.
- All testimony is subject to cross-examination and must be provided under oath.

- The swearing in of all witnesses will take place at the beginning of each session of the hearing.
- The presiding officer, with guidance from the Town Attorney, will oversee the process of determining whether the evidence submitted is relevant to the case. To help ensure that the meeting process proceeds in an efficient manner, the presiding officer may curtail testimony that is repetitious. As a result, citizens interested in providing testimony are strongly encouraged to collaborate wherever possible in order to succinctly submit their evidence for consideration for inclusion in the findings of fact.

5. *May citizens or other parties provide input to members of the Town Council outside of the formal evidentiary hearings on the case?*

No. North Carolina State Statutes prohibits Council members from having “undisclosed ex parte communications” with other parties on the case. This means that board members can only consider evidence entered in the hearing record when deciding the case, and cannot discuss the case with anyone outside of the formal hearings.

6. *Council Dos & Do Nots Prior to the Meeting*

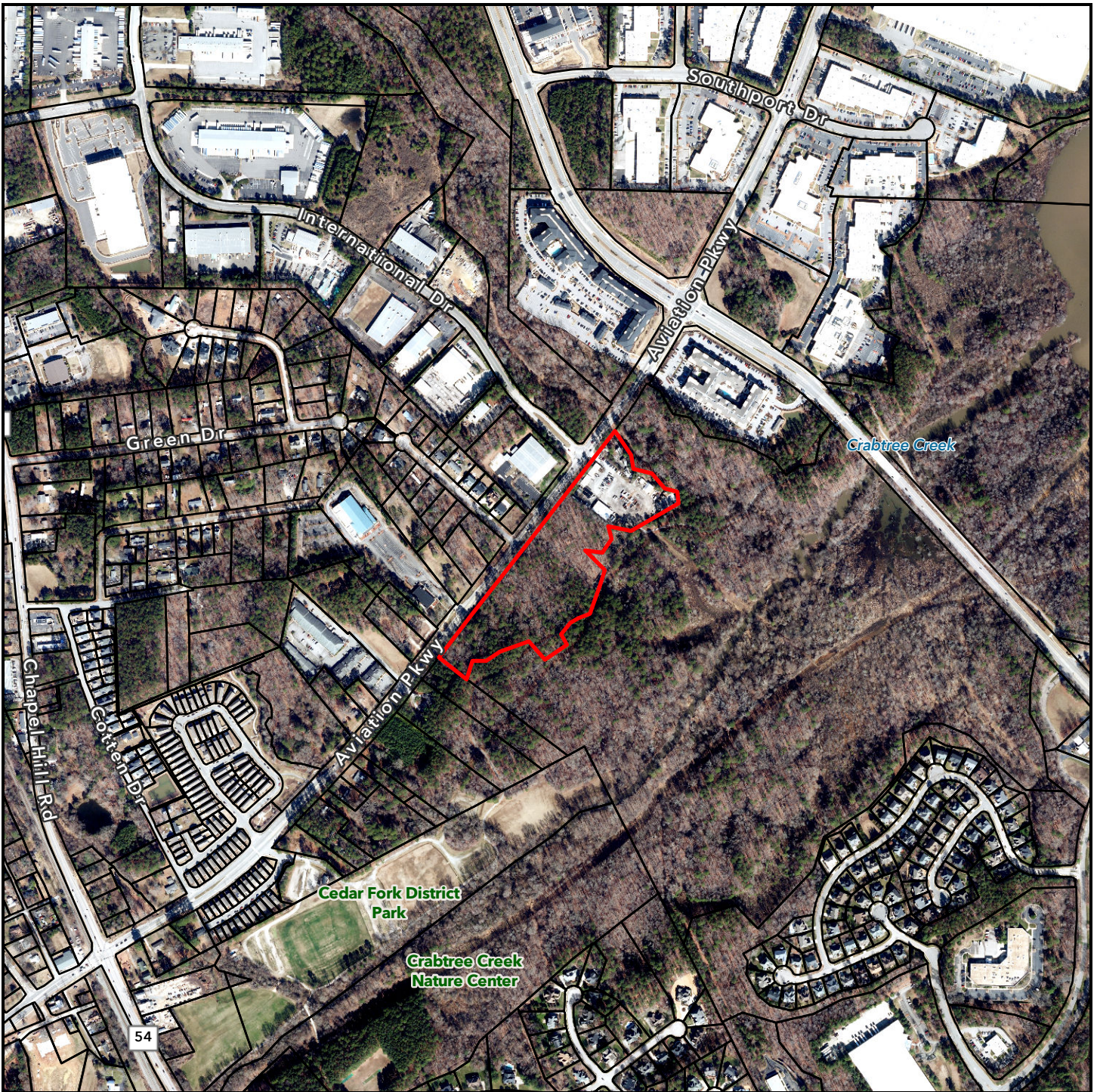
Do not conduct independent factual research or an investigation (for example, Council members should not independently investigate by searching the Internet).

Do review the case materials provided by staff and the Town’s development regulations.

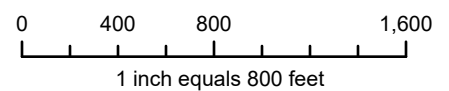
Do not use AI to summarize materials. The risk of AI hallucinating or drawing in outside evidence (regardless of prompting to not) has serious consequences to the case.

Do ask staff for clarity on the quasi-judicial process.

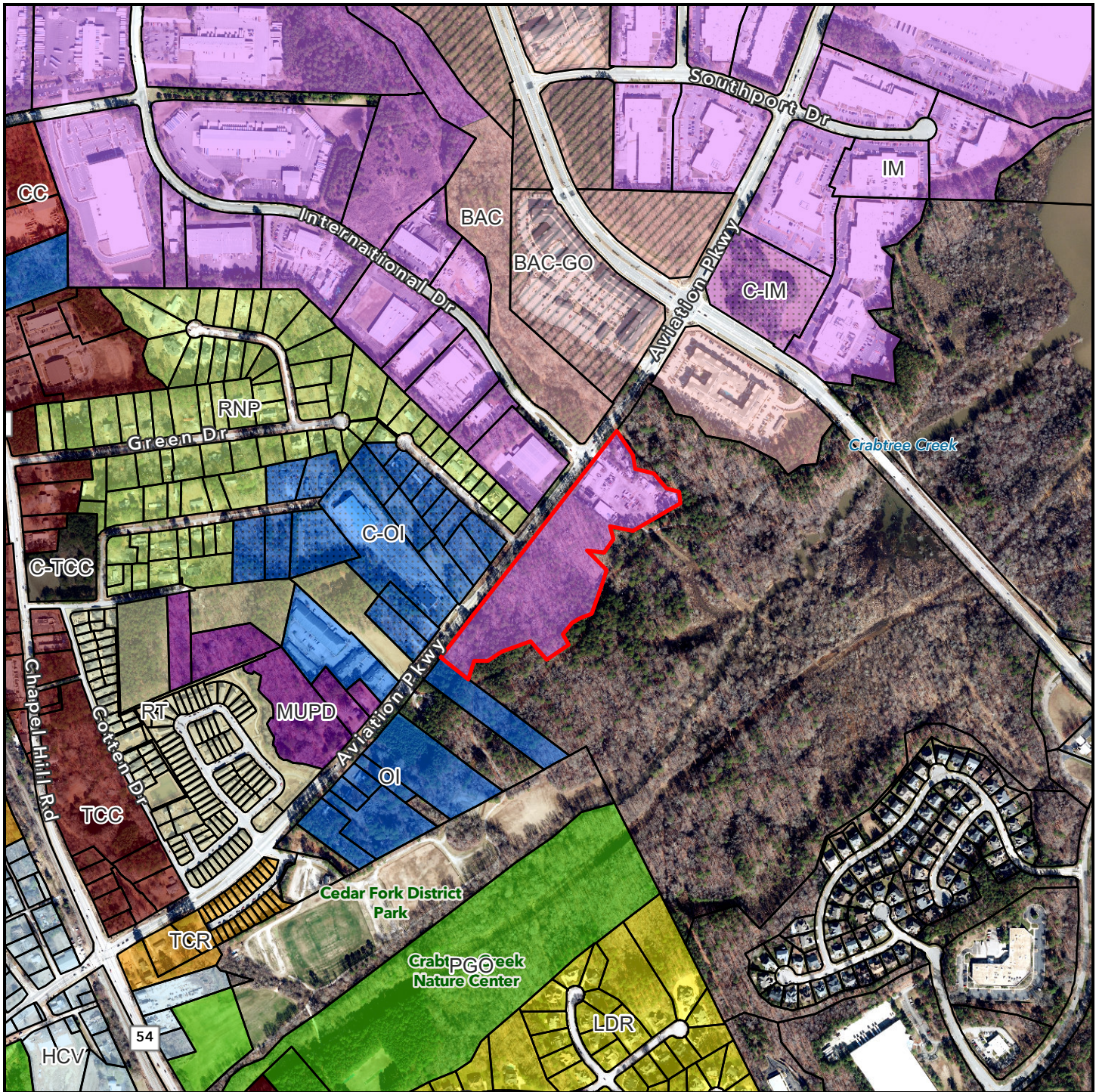
Do not discuss the case with other members. Council members cannot discuss the case with anyone outside of the formal hearings.



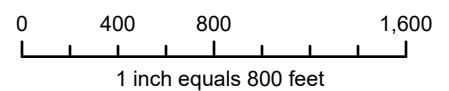
414 Aviation Pkwy Aerial Map
Wake County iMaps Imagery 2025



Disclaimer
iMaps makes every effort to produce and publish the most current and accurate information possible. However, the maps are produced for information purposes, and are **NOT** surveys. No warranties, expressed or implied, are provided for the data therein, its use, or its interpretation.

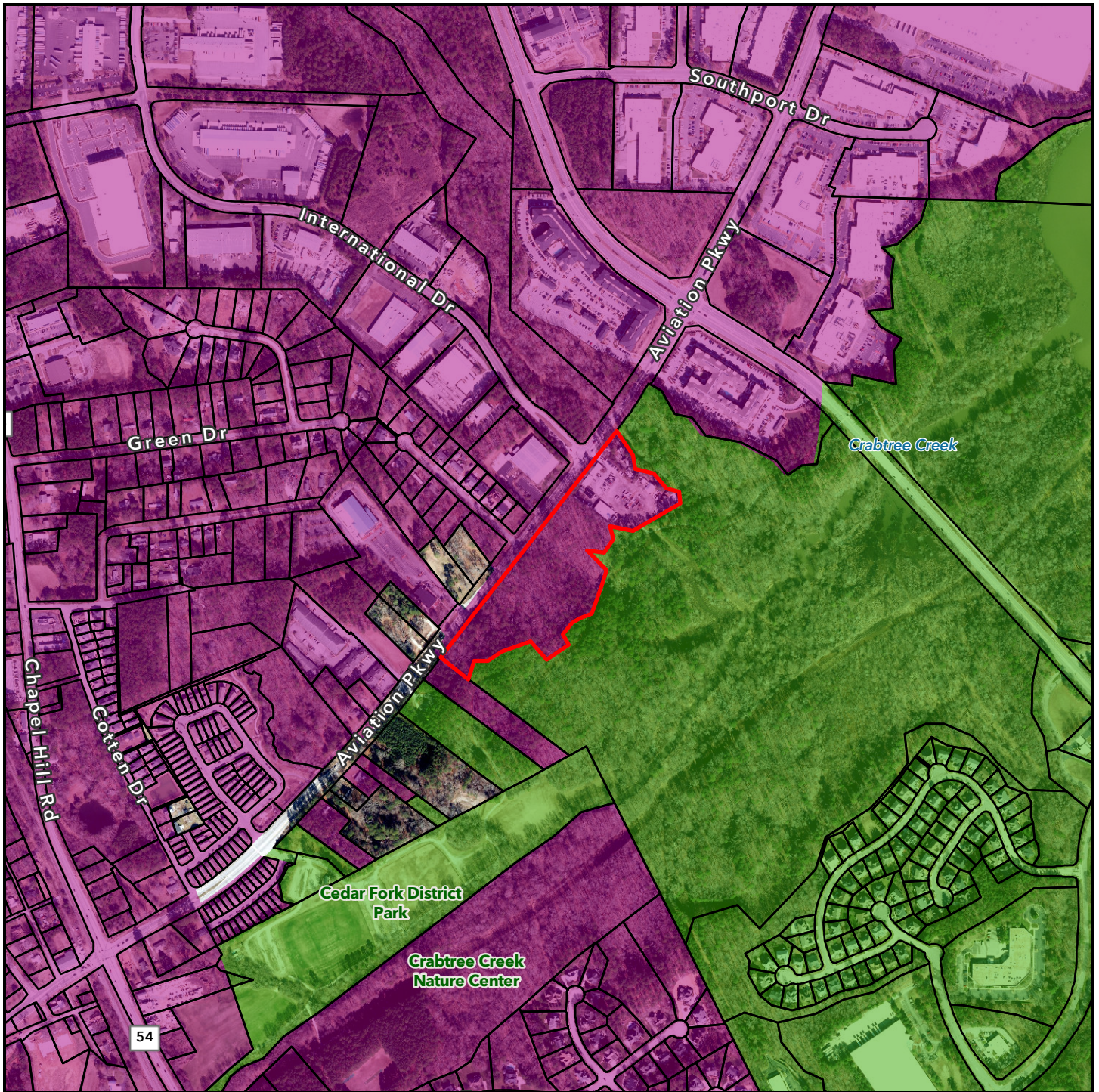


414 Aviation Pkwy Zoning Map
Wake County iMaps Imagery 2025

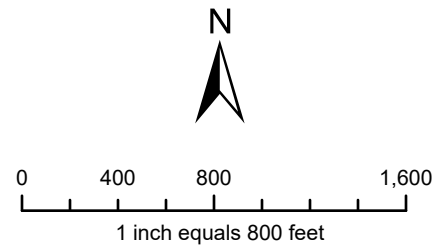


	Property	
	Business Activity Center (BAC)	Busine
	Business Activity Center with Gateway Overlay (BAC-GO)	Busine
	Industrial Management (IM)	Condit
	Office and Institutional	Condit
	Town Center Commercial (C-TCC)	Condit

Disclaimer
iMaps makes every effort to produce and publish the most current and accurate information possible. However, the maps are produced for information purposes, and are **NOT** surveys. No warranties, expressed or implied, are provided for the data therein, its use, or its interpretation.



414 Aviation Pkwy Corporate Limits Map
Wake County iMaps Imagery 2025



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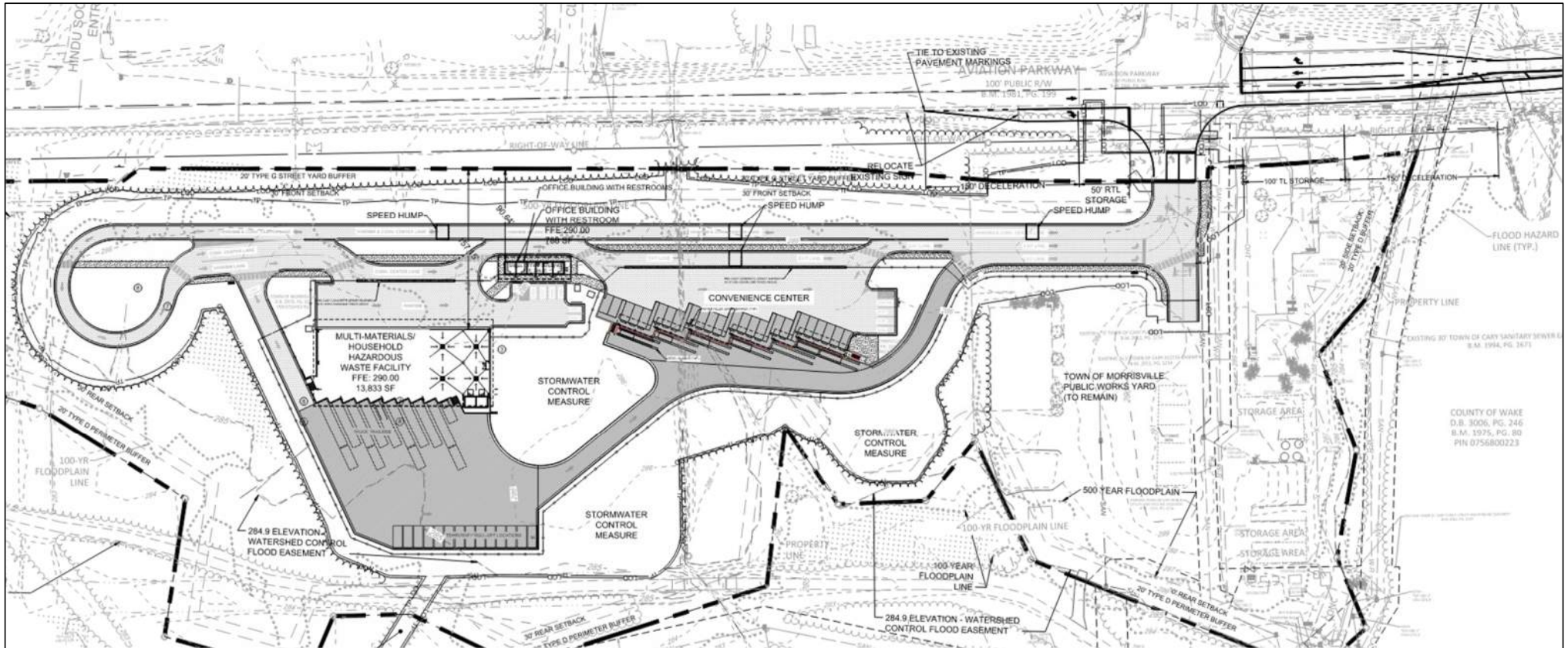
Wake County West Wake Solid Waste Facility

**Special Use Permit
Quasi-judicial Hearing
September 8, 2026**



@wakegov    

wakegov.com













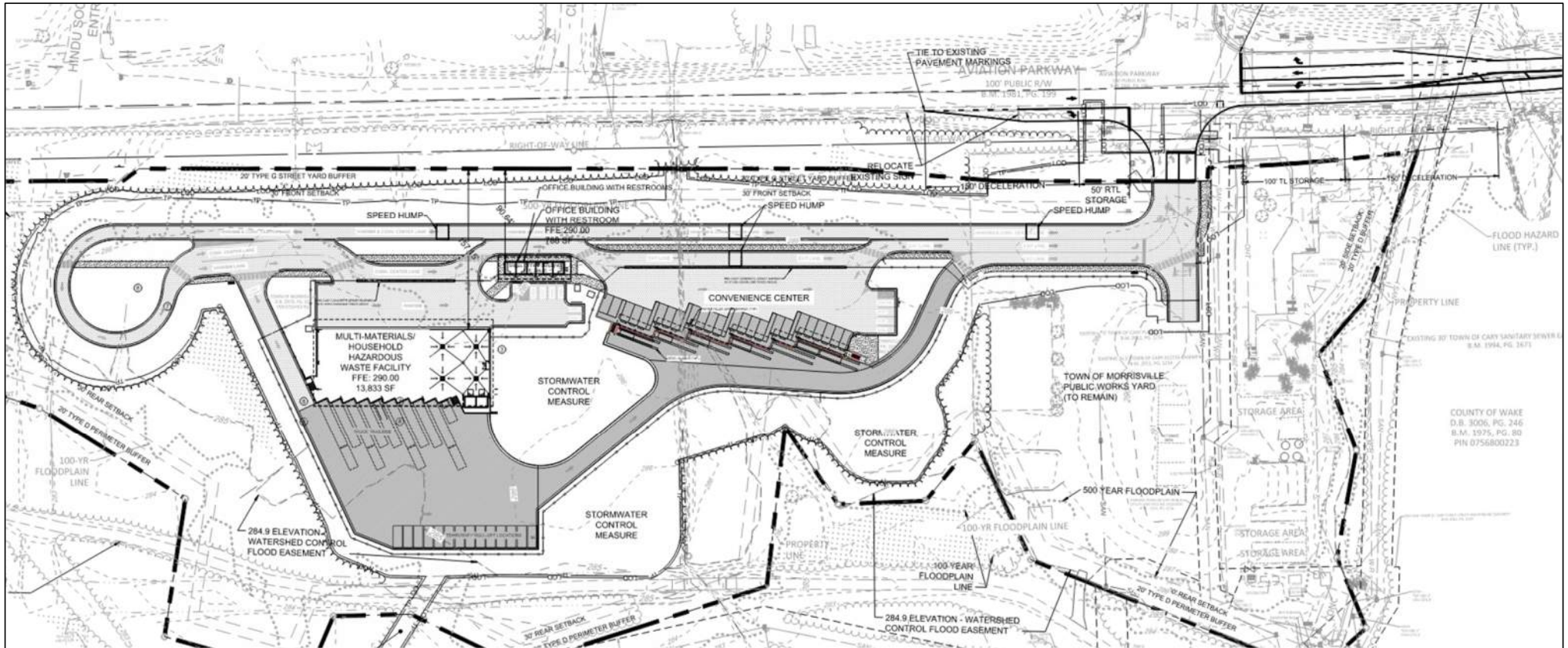


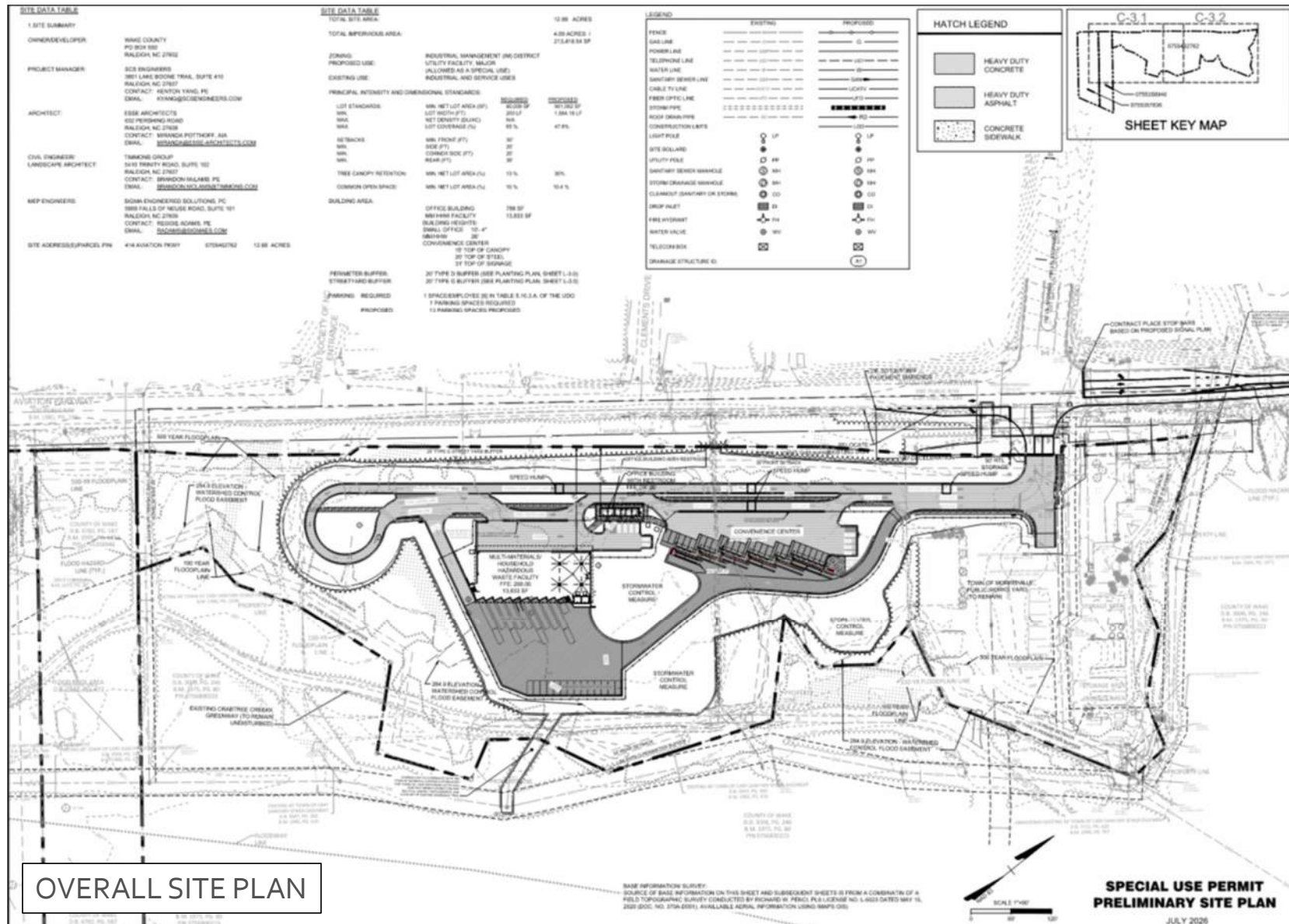


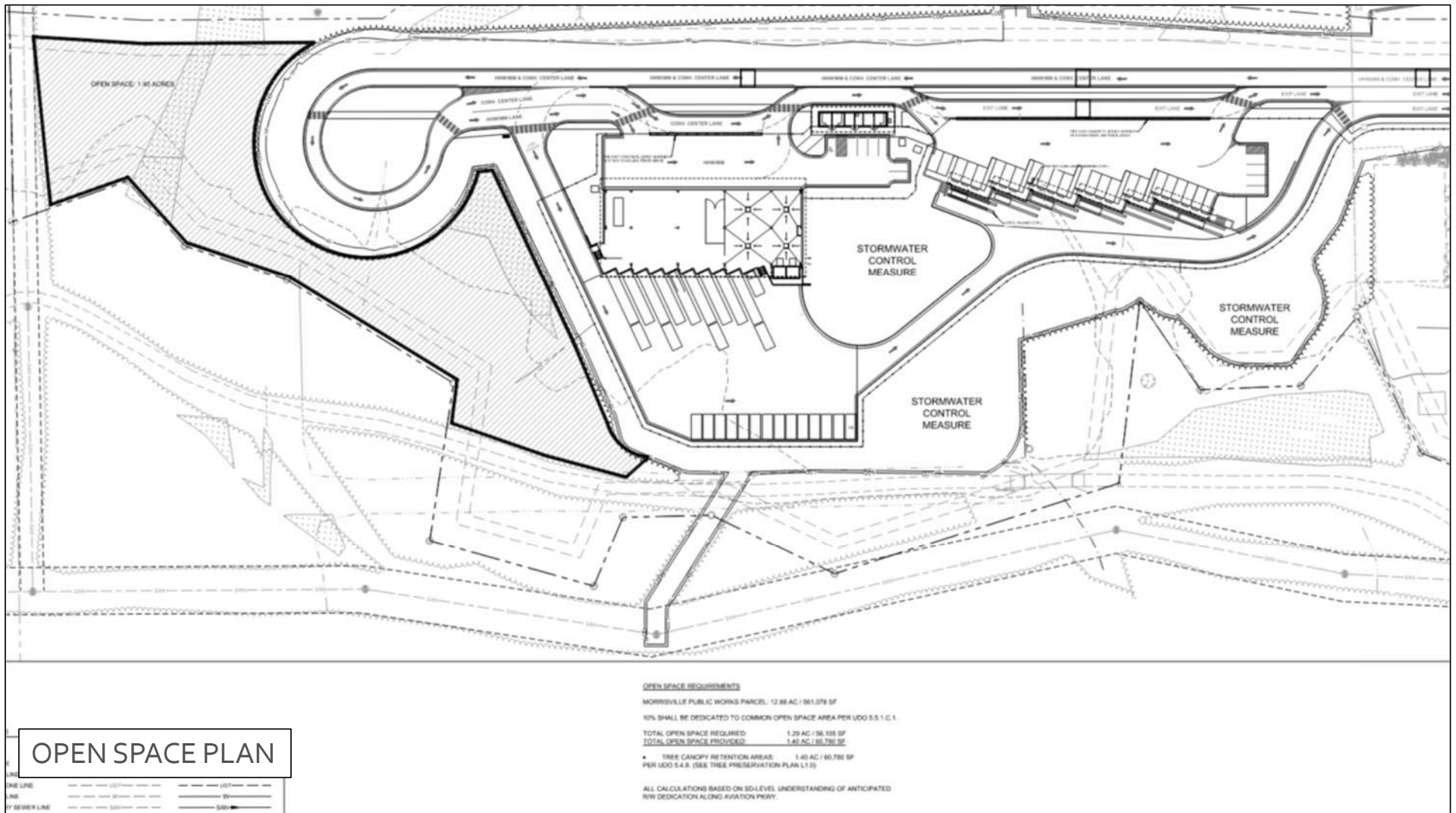




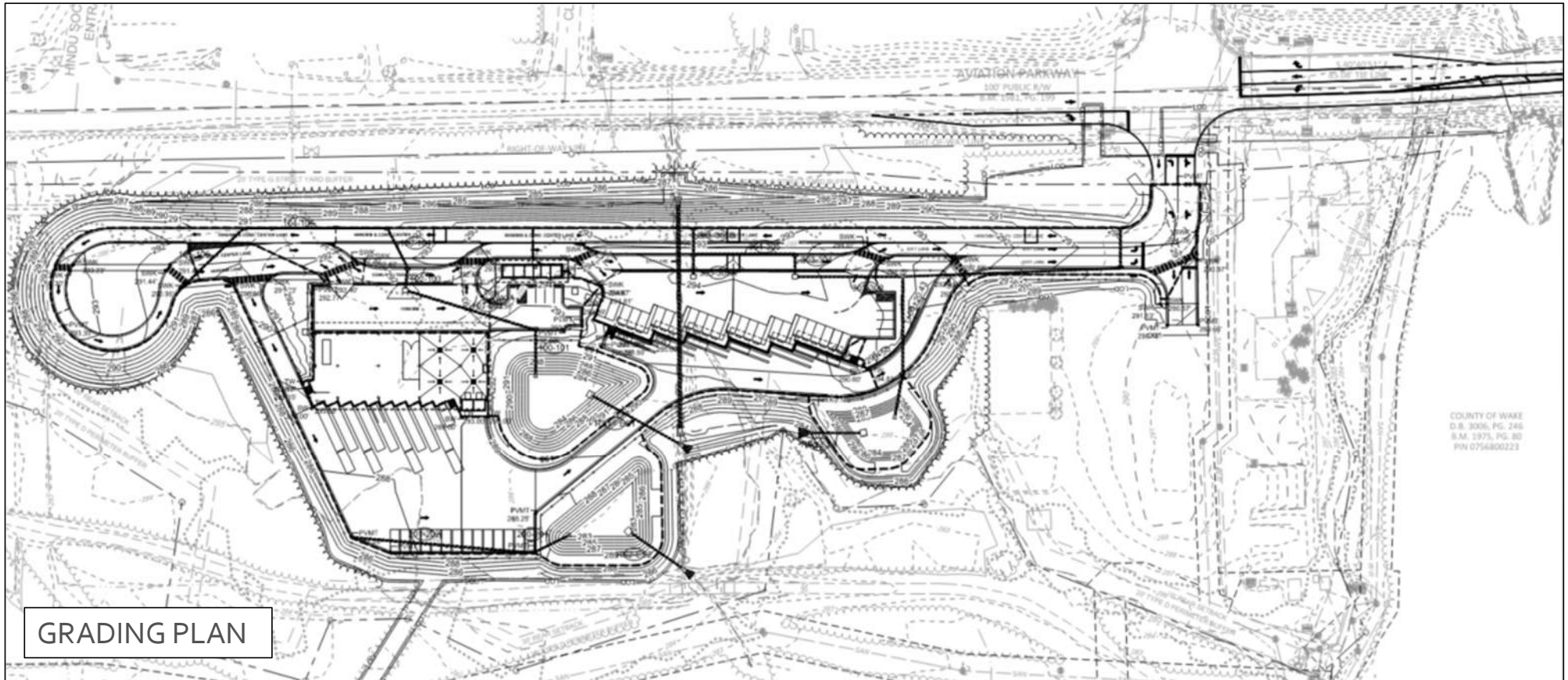


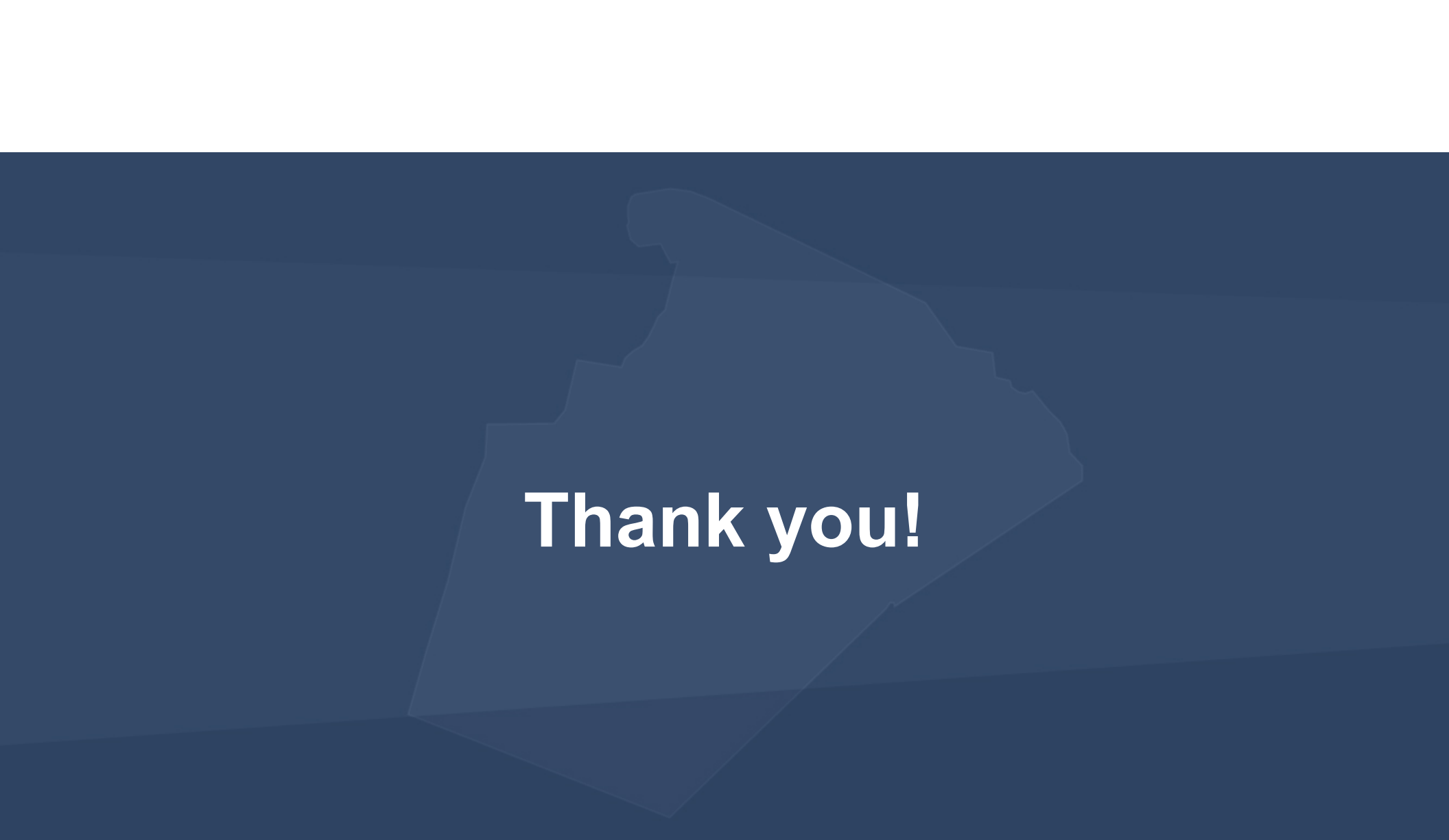












Thank you!



Morrisville
Live connected. Live well.

2026-192-0 West Wake Solid Waste Facility Special Use Permit (QUASI-26-0012)

Applicant: Wake County

Presented by: Rachel Cypher, Planner II
Town Council Meeting – September 8, 2026

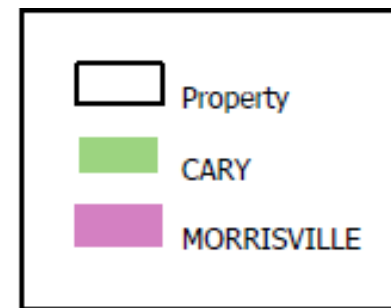
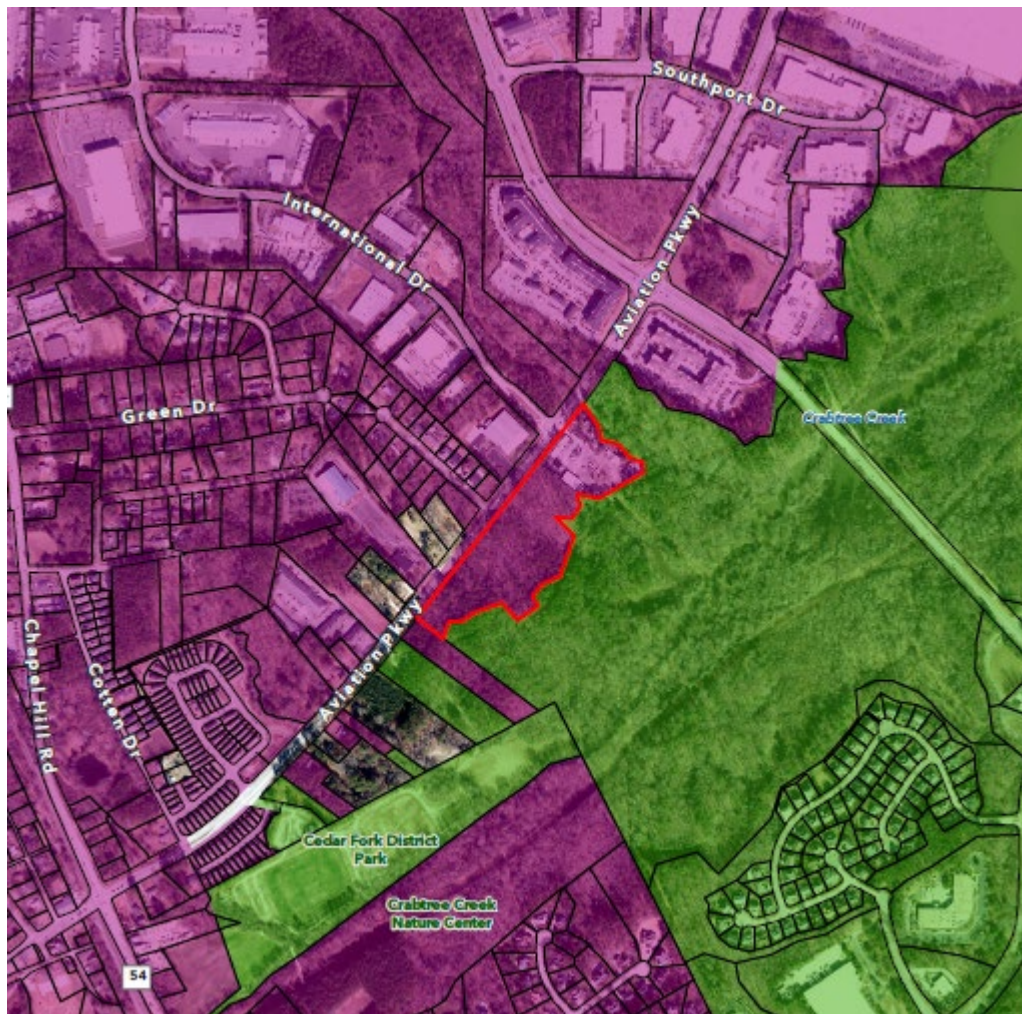
Request

- A Special use permit for a Major Utility Facility use to accommodate the future development and operation of a West Wake Solid Waste Facility at 414 Aviation Parkway. This site is located east of the intersection of Aviation Parkway and International Drive.

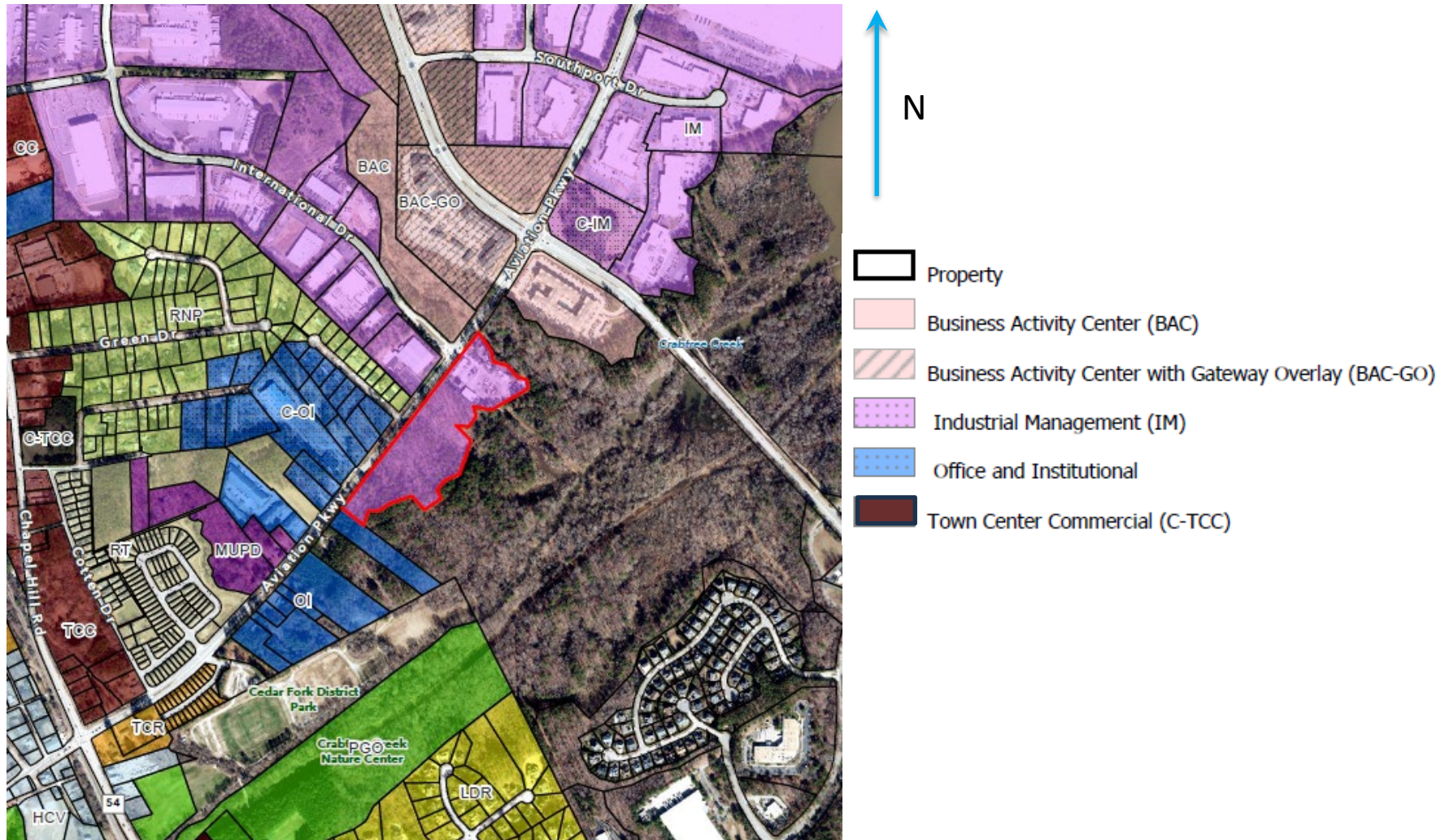
Subject Property



Corporate Limits Map



Zoning Map



Subject Property

- Zoning: Industrial Management (IM)
- PIN (0755462762)
- Approximately 13.71 acres
- Currently the site of the Town of Morrisville's Public Works Facility and partially vacant.
- Current Wake County Convenience Center located 0.3 miles away.

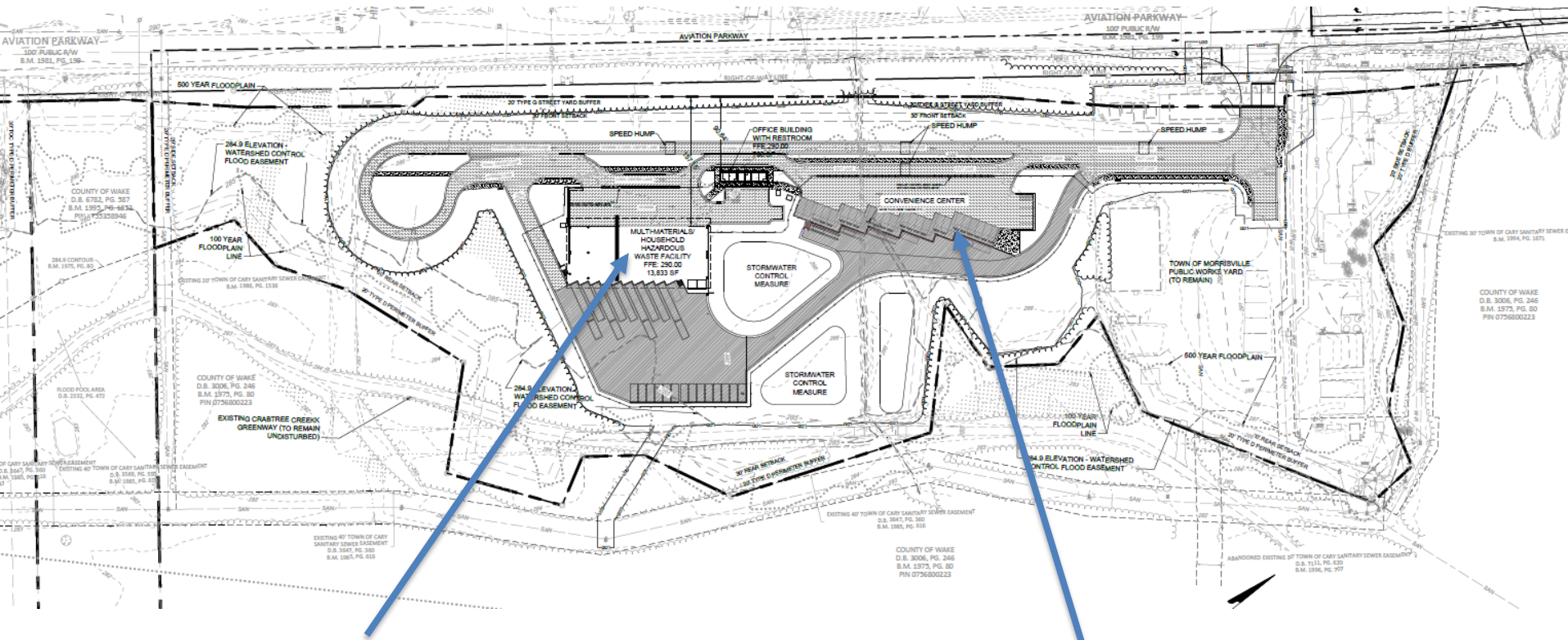
History of Site

- October 22nd, 2024: Special use permit approved for joint Wake County Convenience Center and Town of Morrisville Public Works Facility
- Previous SUP expired in October of 2025, which requires a new Special Use Permit Application.
- The site proposal is no longer including the Public Works building that was proposed in the last SUP.

Proposed Development

- **Applicant: Wake County**
- **Proposed Use: Major Utility Facility**
- **Operating as West Wake Solid Waste Facility**
- The site will be the future site of the West Wake Solid Waste Facility. This use is considered a Major Utility Facility, which requires a special use permit in the Industrial Management (IM) zoning district.

Proposed Development



**Multi-Materials Household
Hazardous Waste Facility**

Expanded Convenience Center

Roadway Improvements-Key Points

- Approximately 12.5 feet of right-of-way dedication
- The Solid Waste Facility driveway will intersect with Aviation Parkway and International Drive signal.
- Construction of a right turn lane from northbound Aviation Parkway into the facility.
- Construction of a left turn lane from Aviation Parkway into the facility.
- Construction of left turn lane and combine through/right turn lane leaving the facility for through and turning movements onto Aviation Parkway or International Drive.
- Traffic modification to existing signal to accommodate the new facility and turning movements.

Conditions

1. In order to comply with all applicable Morrisville UDO requirements, Wake County will construct the recommended road improvements, as identified in the TIA, prior to the receipt of any certification of occupancy or final plat approval.
2. All traffic movements to and from the proposed Future County Driveway, as referenced in the approved transportation impact analysis (TIA) for the West Wake Solid Waste Facility to be realigned and reconstructed, shall be controlled by the traffic signal that is also proposed in the TIA to control all traffic movements at the intersection of International Drive and Aviation Parkway
3. The proposed development shall be developed consistent with the site plan. Notwithstanding the foregoing, minor modifications to the preliminary site plan may be approved administratively consistent with the provisions of UDO Section 2.5.6.C(6)(d).

Special Use Permit Standards

- **Section 2.5.6.D “Special Use Permit Review Standards”**

1. The proposed development will not materially endanger the public health or safety;
2. The proposed development will comply with all regulations and standards generally applicable within the zoning district and specifically applicable to the particular type of Special Use;
3. The proposed development will not substantially injure the value of adjoining property, or is a public necessity;
4. The proposed development will be in harmony with the intensity, scale, and character of development existing or planning in the surrounding area;
5. The proposed development will not cause undue traffic congestion or create a traffic hazard;
6. The proposed development will not generate needs for transportation, water supply, sewage disposal, fire and police protection, and similar public services that cannot be adequately handled by available infrastructure and facilities;
7. The proposed development will be consistent with the comprehensive plan.

Staff Recommendation

Upon demonstrating that findings are met, staff is recommending approval of the requested Special Use Permit (QUASI-26-0012) with the following conditions:

1. In order to comply with all applicable Morrisville UDO requirements, Wake County will construction the portions of the Aviation Parkway road improvements for which the County is responsible, as identified in the TIA, prior to the receipt of any certification of occupancy or final plat approval.
2. All traffic movements to and from the proposed Future County Driveway, as referenced in the approved transportation impact analysis (TIA) for the West Wake Solid Waste Facility to be realigned and reconstructed, shall be controlled by the traffic signal that is also proposed in the TIA to control all traffic movements at the intersection of International Drive and Aviation Parkway
3. The proposed development shall be developed consistent with sketch plan. Notwithstanding the foregoing, minor modifications to the approved site plan may be approved administratively consistent with the provisions of UDO Section 2.5.6.C(6)(d).

Resolution

Resolution 2026-291-0 of the Morrisville Town Council Approving a Special Use Permit for a Major Utility Facility use to accommodate the future development of the West Wake Solid Waste Facility at 414 Aviation Parkway Wake County PIN 0755462762 (QUASI-26-0012)

Town Council Agenda Item Report

Agenda Item No. 11.a

Submitted by: Bret Martin

Submitting Department Planning

Meeting Date: September 22, 2026

SUBJECT

Comprehensive Transportation Plan Update

Recommendation:

Receive as information and ask questions and/or provide feedback.

Updates/History of Briefing:

None

Executive Summary and Background Information:

The Town of Morrisville Planning Department commenced the process to update the Town's comprehensive transportation plan (CTP) in July of 2025. The CTP was last updated in 2019, and the current update will guide how the Town improves and invests in its transportation system through 2045. The purpose of the CTP is to help the Town coordinate transportation improvements with future development, establish policies and programs that address emerging and reasonably foreseen needs, and identify projects for funding and strategic implementation. The CTP update is not intended to be a full rewrite of the 2019 CTP. It is intended to account for new or emerging baseline conditions, evaluate the suitability of pre-existing recommended solutions, identify and examine solutions to any new or emerging needs or changes to pre-existing recommendations, and improve its utility for users and decision makers.

This update on the progress of the CTP's development will be the fourth provided to the Town Council and was provided to the Planning & Zoning Board (PZB) on September 3rd. The last update provided to the PZB and Town Council in June (2026-208-0) focused on:

- 1) Results from the April effort to engage and solicit input from the public on overall modal priorities, project evaluation priorities for each mode, and specific transportation improvement project concepts;
- 2) A review of the prioritization framework and the prioritization results for the roadway/intersection project concepts included in the universe of projects; and
- 3) The preliminary assignment of roadway cross-sections to specific roadway segments throughout the CTP update study area.

The September 22nd progress presentation/update to the Town Council will:

- 1) Share the results of the prioritization of the greenway project concepts;
- 2) Share the specific roadway cross-section schematics/renderings and their matching to roadway segments throughout the CTP study area;
- 3) Provide an overview of the draft implementation plan for the CTP update, which lays out the general recommended segmenting of projects (e.g., project termini), general project implementation timeframes, most likely parties to be involved in their implementation, and project funding sources;
- 4) Provide a recommendation on the priority intersections for which the Town should further study their operational and safety characteristics and deficiencies and develop solutions; and
- 5) Provide a brief overview of additional tasks Town staff has commenced to develop roadway landscaping guidelines that will ultimately be folded into the CTP update, as well as a signalized pedestrian crossing assessment on Aviation Parkway near the entrance to the Hindu Society of North Carolina (HSNC).

Included with the Town Council agenda materials are:

- 1) The presentation slides for the September 22nd meeting;
- 2) An attachment that includes a map depicting the prioritization results, as well as a key and priority listing with scores for the greenway project concepts (Attachment 1);
- 3) A compendium of the various cross-section schematics to be applied to roadways and a map of their matching to specific roadway segments throughout the CTP update study area (Attachment 2);
- 4) A draft CTP update implementation plan (Attachment 3);
- 5) A 2019-2026 CTP Roadway and Intersections Status Report that identifies projects carried over, removed, or added from the adopted 2019 CTP (Attachment 4); and
- 6) A copy of the draft September 3rd Planning & Zoning Board meeting minutes, which covers the presentation of the same content that will be shared with Town Council and the Board's feedback (Attachment 5).

Please note that no comparison is made in Attachment 4 for transit projects because no specific transit projects were included in the 2019 CTP. Please also note that no comparison is made for greenway projects because there is not a one-for-one comparison between greenway recommendations in the 2019 plan to the 2026 plan.

Advisory Board/Committee Review:

Planning and Zoning Board

Insert Date of Advisory Board/Committee Review:

Advisory Board/Committee Recommendation and/or Vote:

None

Potential Options:

Receive as information and ask questions and/or provide feedback.

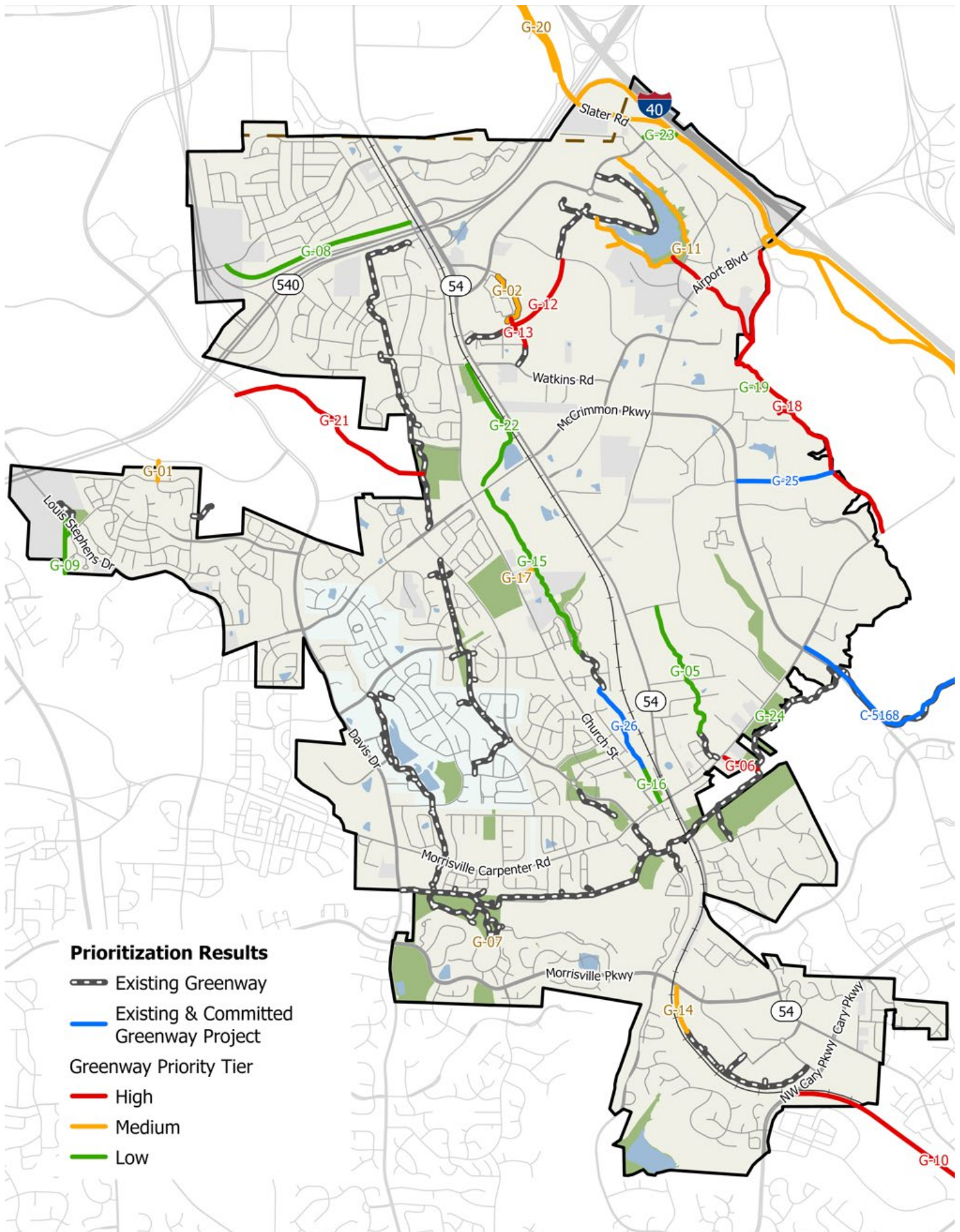
Staff Recommendation:

None

ATTACHMENTS

- [2026-327-0_ATTH01_Greenway Prioritization Results.pdf](#)
- [2026-327-0_ATTH02_Roadway Cross-Sections.pdf](#)
- [2026-327-0_ATTH03_Draft CTP Update Implementation Plan.pdf](#)
- [2026-327-0_ATTH04_2019 to 2026 CTP Roadway and Intersections Project Recommendations Status Report.pdf](#)
- [2026-327-0_ATTH05_PZB Minutes 2026-9-3 Draft.pdf](#)
- [2026-327-0_PRES_CTP Update.pdf](#)

ATTACHMENT 1: Greenway Project Prioritization Results



Greenway Projects | MCTP

Updated: 6/9/2026

Project ID	Project Name	Location	To	Type	Greenway Connectivity Score	Access to Community POI Score	Access to Education Score	Benefit-Cost Score	Access to Recreation Score	General Accessibility Score	Access to Transit Score	Planning Consistency Score	Public Outreach Score	Final Score	Rank	Tier
G-12	Mills Spring Greenway	Transformation Rd	Paramount Pkwy	Greenway	2.00	1.00	0.55	1.00	0.10	0.30	1.00	0.50	0	6.45	1	High
G-21	Proposed RTP Greenway	Davis Dr	Shiloh Greenway	Greenway	2.00	0.20	0.10	0.76	0.55	0.50	0.00	0.80	0	4.91	2	High
G-10	Lexie Lane Greenway	NW Cary Pkwy	NW Maynard Rd	Greenway	1.20	0.20	0.10	0.67	0.10	0.50	1.00	1.00	0	4.77	3	High
G-18	Stirrup Iron Creek Greenway	Sorrell Grove Church Rd/Airport Blvd	Aviation Pkwy	Greenway	0.60	0.90	0.55	0.71	0.10	0.30	1.00	0.50	0	4.66	4	High
G-06	Fairview Greenway	Aviation Pkwy	Crabtree Creek Greenway	Connector	2.00	0.10	0.10	0.55	0.55	0.30	0.50	0.50	0	4.60	5	High
G-13	Mills Spring Greenway	Transformation Rd	Aspiration Way	Connector	1.00	0.40	0.55	0.54	0.10	0.30	1.00	0.50	0	4.39	6	High
G-20	Triangle Bikeway	N/A	N/A	Greenway	1.00	0.40	0.55	0.80	0.10	0.50	1.00	0.00	0	4.35	7	Medium
G-11	Mills Spring Greenway	Mills Spring Greenway	Carrington Mill Blvd	Greenway	1.20	0.90	0.10	0.67	0.10	0.30	0.50	0.50	0	4.27	8	Medium
G-01	Breckenridge Loop Greenway	Willingham Rd	Davis Dr	Connector	1.20	0.10	1.00	0.83	0.10	0.50	0.00	0.50	0	4.23	9	Medium
G-17	Saw Mill Creek Greenway	Church St	Saw Mill Creek Greenway	Connector	0.60	0.10	1.00	0.44	0.55	0.30	0.50	0.50	0	3.99	10	Medium
G-07	Hatcher Creek Greenway	Hatcher Creek Greenway	Quail High Blvd	Connector	1.20	0.10	0.10	0.18	0.55	1.00	0.00	0.50	0	3.63	11	Medium
G-02	Carrington Park Greenway	Lichtin Blvd	Transformation Rd	Greenway	0.60	1.00	0.55	0.48	0.10	0.30	0.00	0.50	0	3.53	12	Medium
G-14	Park West Village Greenway	Morrisville Pkwy	Park West Village Greenway	Greenway	1.20	0.20	0.10	0.43	0.10	1.00	0.00	0.50	0	3.53	13	Medium
G-09	Kitt Creek Greenway	Louis Stephens Dr	Western Town Boundary	Greenway	1.00	0.10	0.10	0.34	0.55	0.50	0.00	0.50	0	3.09	14	Low
G-05	Fairview Greenway	Southport Dr	Fairway Greenway	Connector	1.20	0.40	0.10	0.39	0.10	0.30	0.00	0.50	0	2.99	15	Low
G-16	Saw Mill Creek Greenway	Saw Mill Creek Greenway	Morrisville Carpenter Rd	Greenway	1.20	0.20	0.10	0.39	0.10	0.50	0.00	0.50	0	2.99	16	Low
G-15	Saw Mill Creek Greenway	McCrimmon Pkwy	Saw Mill Creek Greenway	Greenway	1.20	0.10	0.10	0.37	0.10	0.50	0.00	0.50	0	2.87	17	Low
G-22	Saw Mill Creek Greenway	McCrimmon Pkwy	Barbee Rd	Greenway	0.60	0.10	0.10	0.43	1.00	0.50	0.00	0.00	0	2.73	18	Low
G-24	Crabtree Creek Greenway Connector	Crabtree Creek Greenway	Aviation Pkwy	Connector	1.20	0.20	0.10	0.31	0.10	0.30	0.50	0.00	0	2.71	19	Low
G-23	Triangle Bikeway Connector	Slater Rd	Triangle Bikeway	Connector	0.60	0.20	0.10	0.34	0.10	0.30	1.00	0.00	0	2.64	20	Low
G-08	Kitt Creek Greenway	Kit Creek Rd	Church St	Greenway	0.10	0.10	0.10	0.29	0.10	0.50	0.50	0.50	0	2.19	21	Low
G-19	Stirrup Iron Creek Greenway	Trans Air Dr	Stirrup Iron Creek Greenway	Connector	0.60	0.10	0.10	0.10	0.10	0.30	0.00	0.50	0	1.80	22	Low

Morrisville CTP 2045 Greenway Prioritization Criteria

General Accessibility

- 10 – The greenway segment offers inclusive access and non-motorized transportation options to a population with a density of 5,500 or more persons per square mile.
- 7 – The greenway segment offers inclusive access and non-motorized transportation options to a population with a density of 3,500 to 5,500 persons per square mile.
- 5 – The greenway segment offers inclusive access and non-motorized transportation options to a population with a density of 1,500 to 3,500 persons per square mile.
- 3 – The greenway segment offers inclusive access and non-motorized transportation options to a population with a density of less than 1,500 persons per square mile.

Access to Recreation

The greenway segment score is based on a count of outdoor and indoor recreation opportunities accessible along the greenway, with higher counts receiving higher scores. A score of 0 is assigned when the greenway segment does not provide access to any identified outdoor or indoor recreation opportunities.

Access to Education

The greenway segment score is based on a count of educational opportunities accessible along the greenway, with higher counts receiving higher scores. A score of 0 is assigned when the greenway segment does not provide access to any identified educational opportunities.

Access to Community Points of Interest

The greenway segment score is based on a count of community points of interest accessible along the greenway, excluding schools and recreation opportunities, with higher counts receiving higher scores. A score of 0 is assigned when the greenway segment does not provide access to any identified community points of interest.

Access to Transit

Transit Effectiveness evaluates how well a greenway project supports public transportation. Greenways that make it easier for people to safely walk or bike to nearby bus stops receive higher scores. Projects that do less to support transit access receive lower scores.

Cost Benefit

Benefit-Cost evaluates how much value a greenway project provides relative to its cost. It combines the project's performance across several other scoring categories to create an overall benefit measure. That benefit is then compared with the planning-level greenway project's cost and length to identify which projects deliver the most improvement for the money invested.

Greenway Connectivity

Connectivity evaluates whether a project creates a new link in the greenway network and how important that link is. Projects that provide more links to the existing greenway or sidepath network receive higher scores than projects that provide fewer links. If a project does not create a new connection, it receives no points for this criterion.

Public Outreach

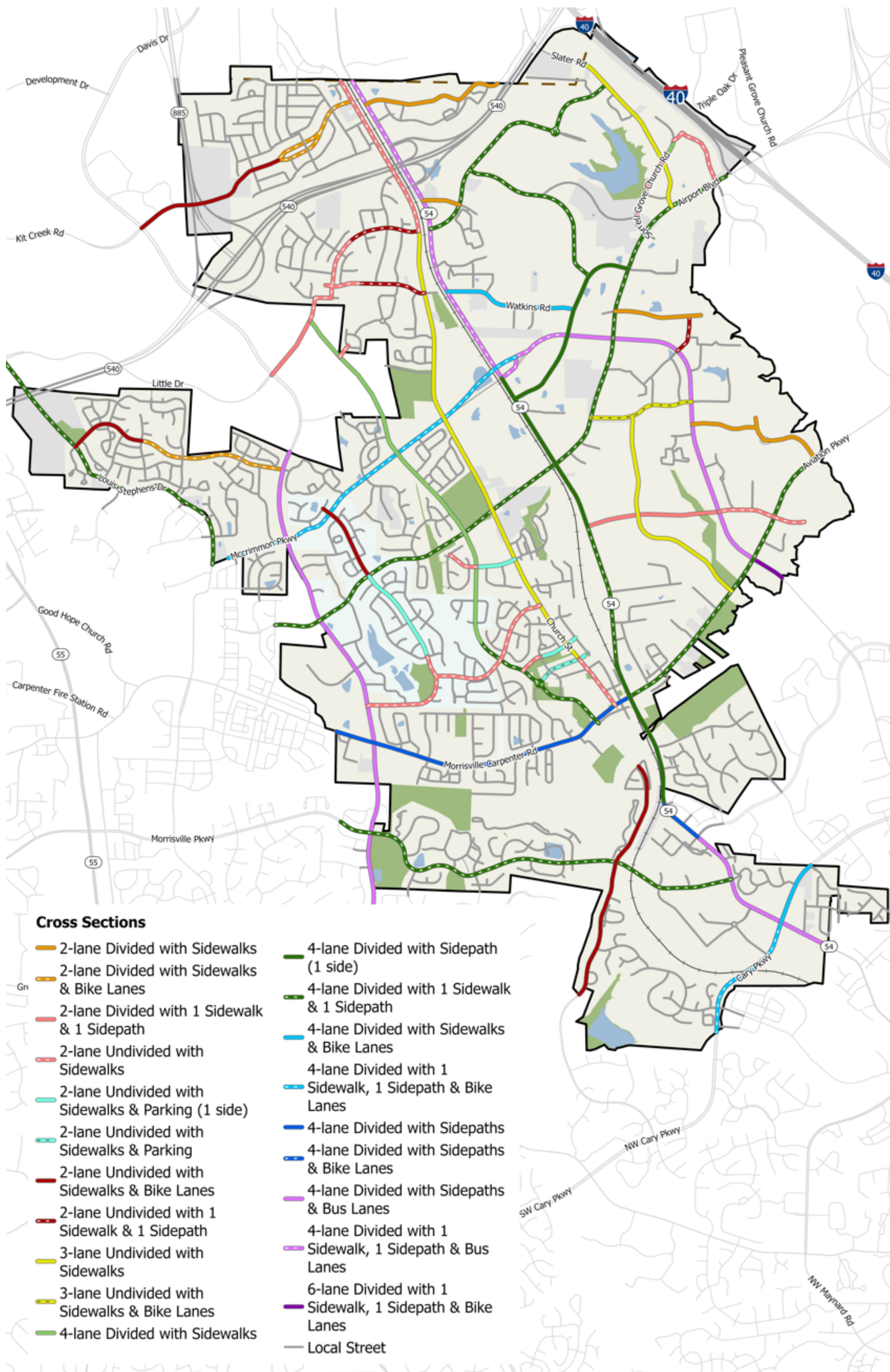
Public Outreach evaluates the level of community interest and feedback a greenway project has received. Greenways with more public comments receive higher scores, reflecting stronger public awareness or support, while projects with no comments receive lower scores.

Planning Consistency

Planning Consistency evaluates whether a greenway project has been identified in previous transportation plans. Greenways carried forward from earlier planning efforts generally receive higher scores because they have already been reviewed, discussed, and considered priorities over time. Newly proposed projects typically receive lower scores because they have not gone through the same level of prior planning.

Environmental Impact

Planning consistency evaluates whether a greenway project overlaps with wetlands, flood hazard areas, or streams. This criterion does not assign a score for environmental impacts but instead identifies and notes any potential impacts.



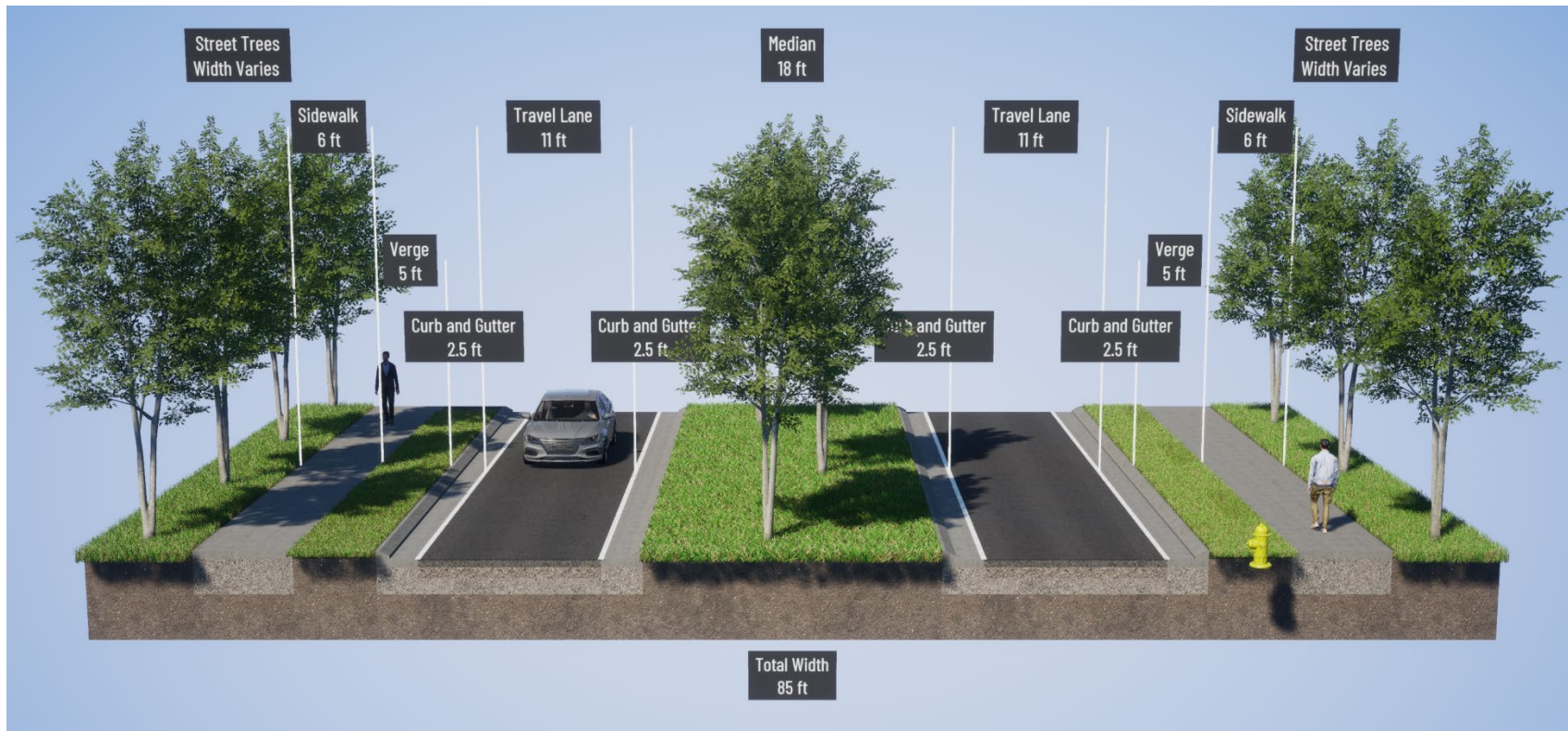
Morrisville CTP Cross Sections – DRAFT

Date: August 20, 2026

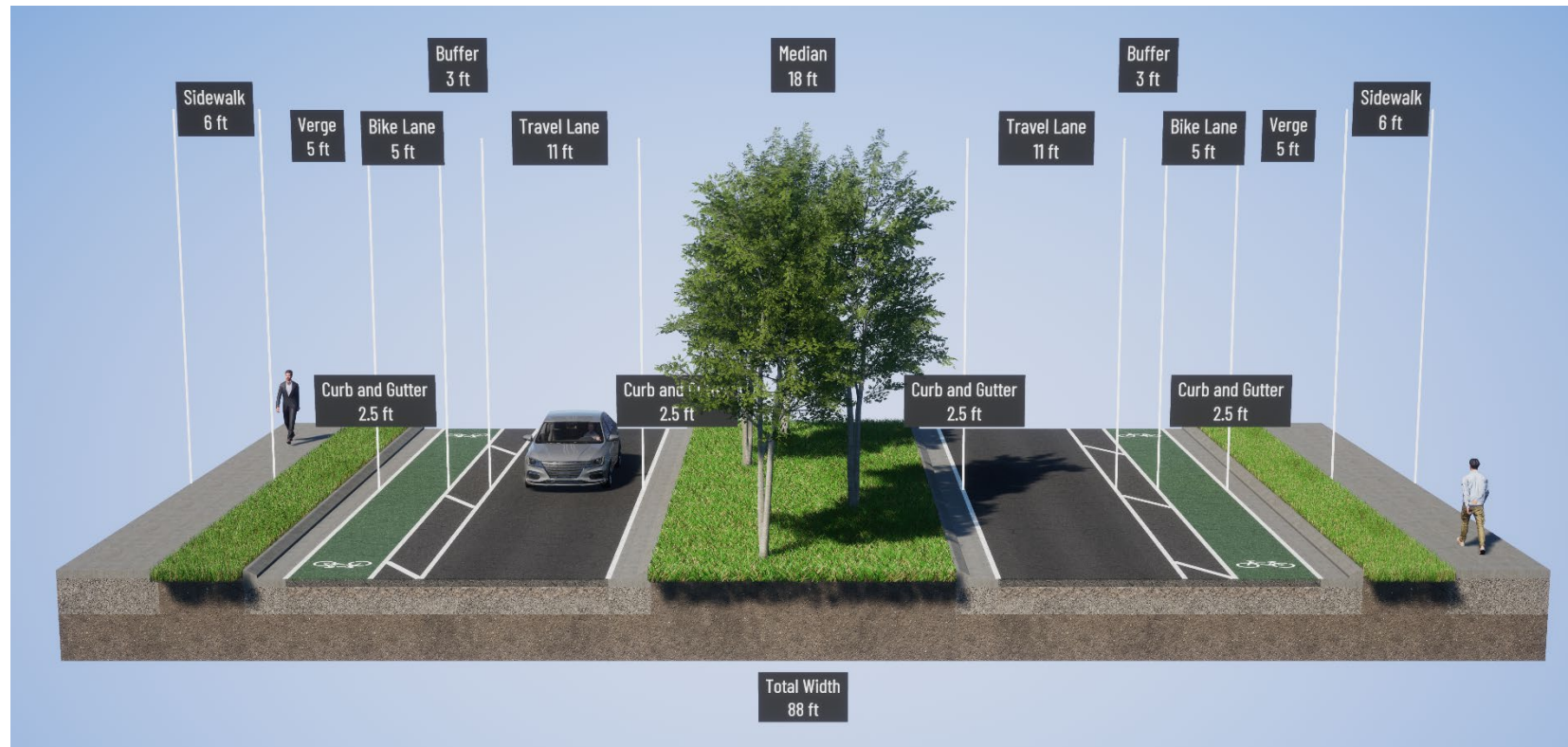
General Assumptions

- 11 ft travel lanes
- 6 ft sidewalks
- 10 ft sidepaths
- 5 ft bike lanes with 3 ft buffer
- 2.5 ft curb & gutter
- 5 ft verge
- Median widths vary based on cross-section

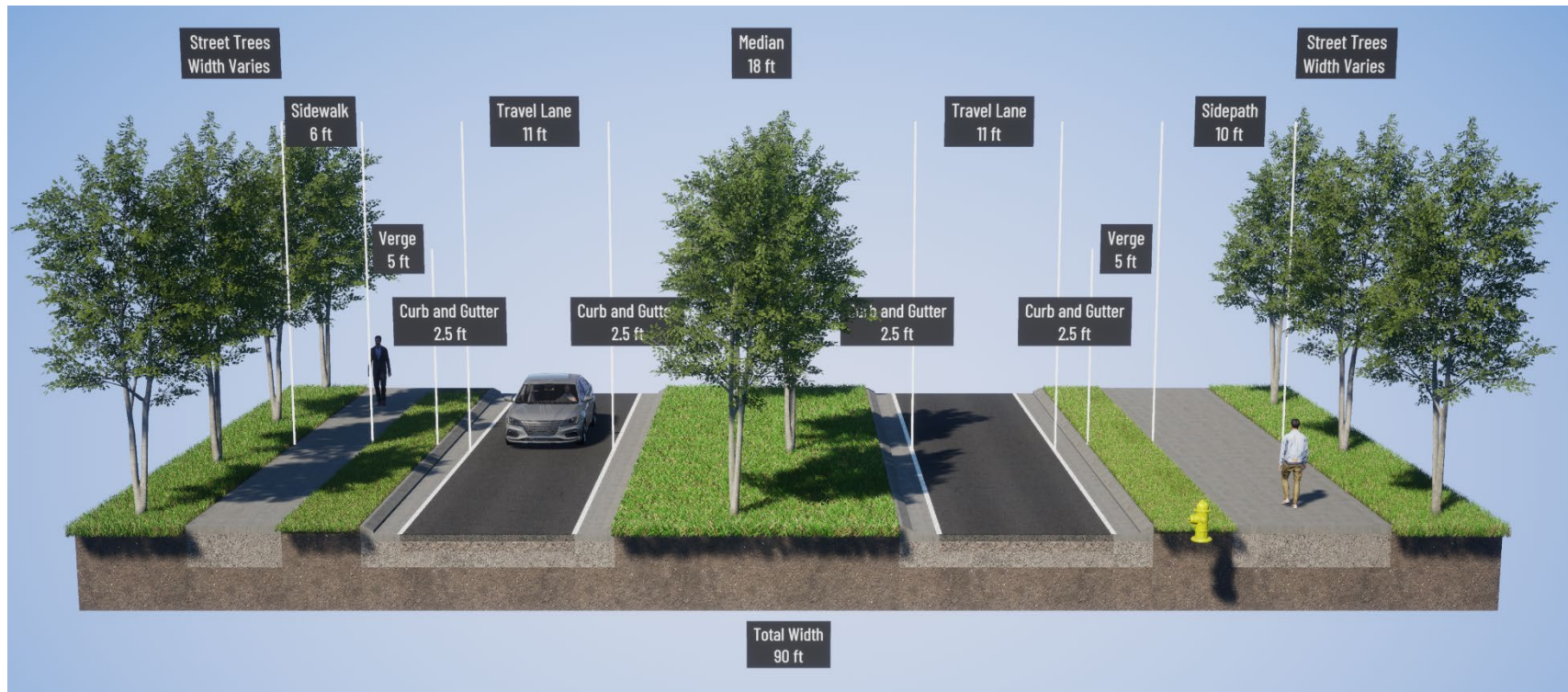
2-Lane Median-Divided with Sidewalks



2-Lane Median-Divided with Sidewalks and Bike Lanes



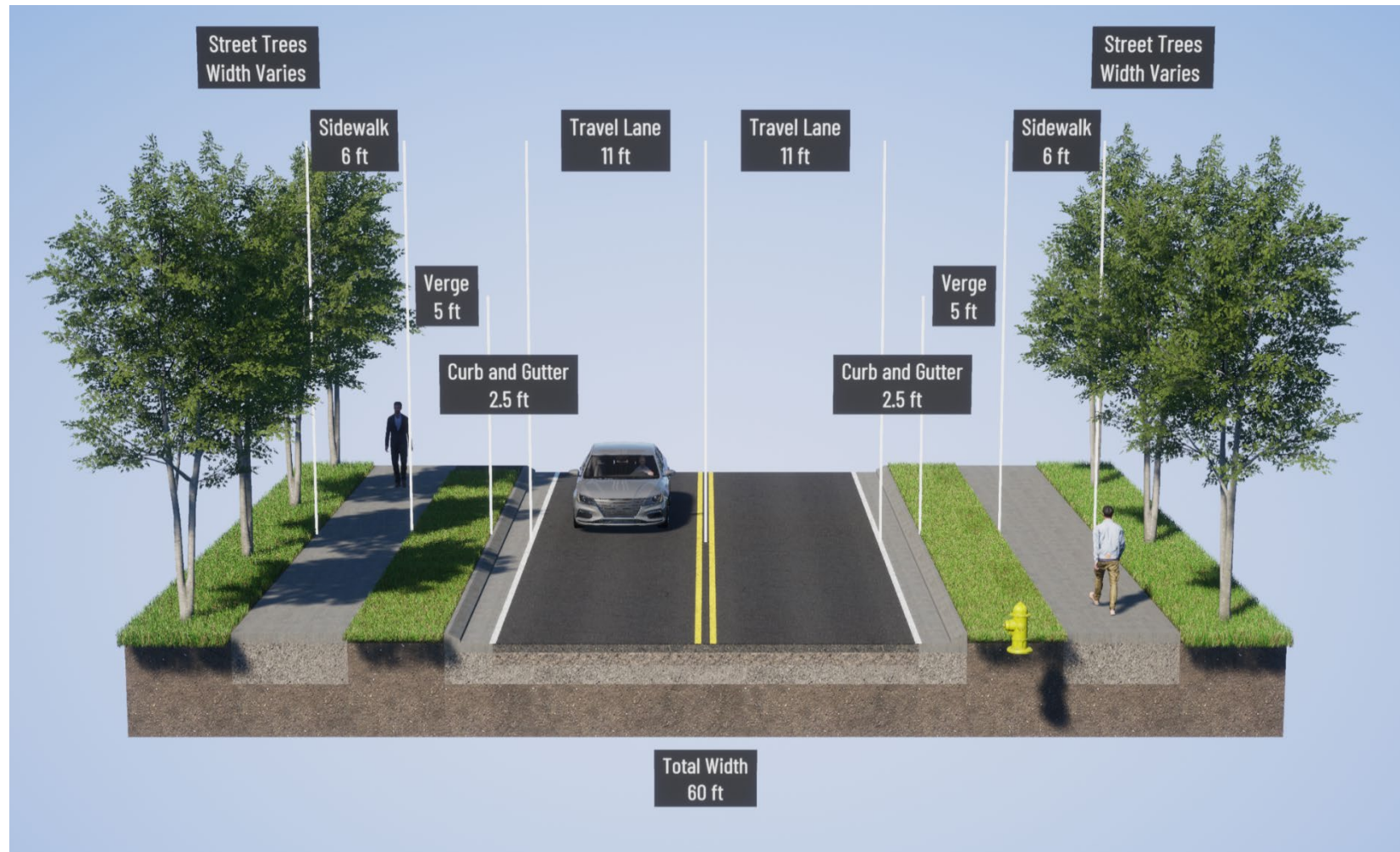
2-Lane Median-Divided with 1 Sidewalk and 1 Sidepath on Opposite Sides



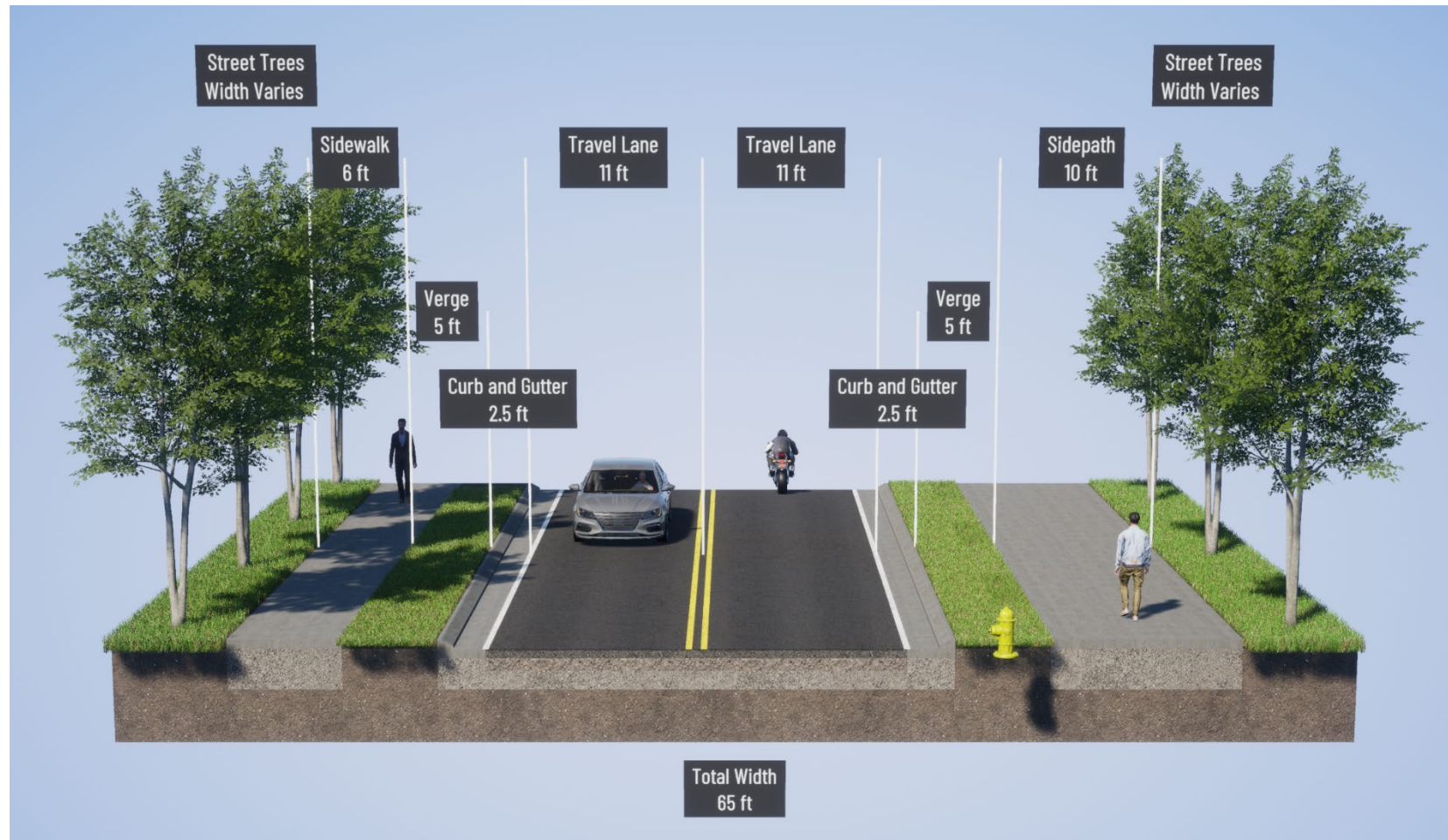
Notes:

- The final CTP report will detail the specific side of the roadway the sidepath and sidewalk are to be placed

2-Lane Undivided with Sidewalks



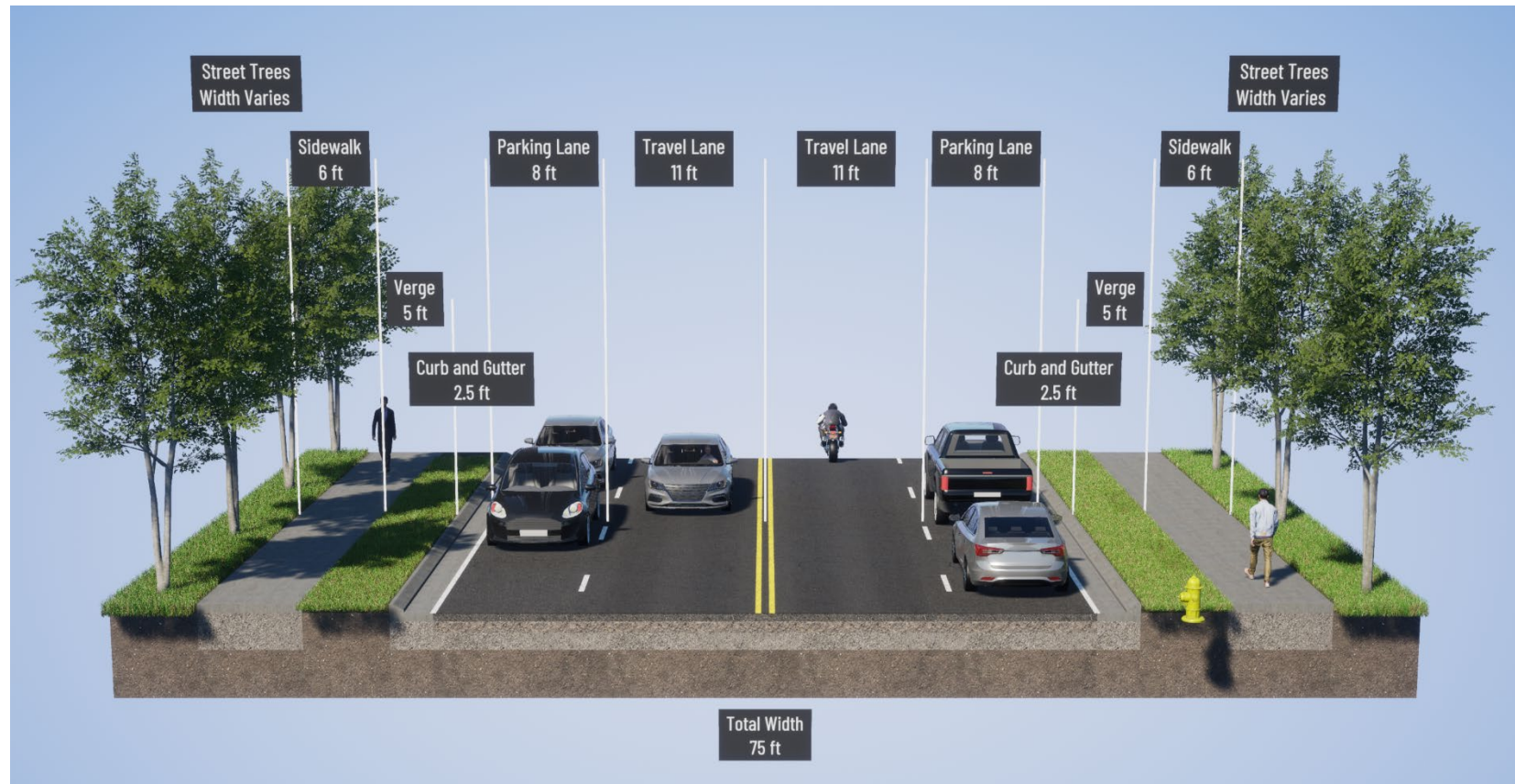
2-Lane Undivided with 1 Sidewalk and 1 Sidepath on Opposite Sides



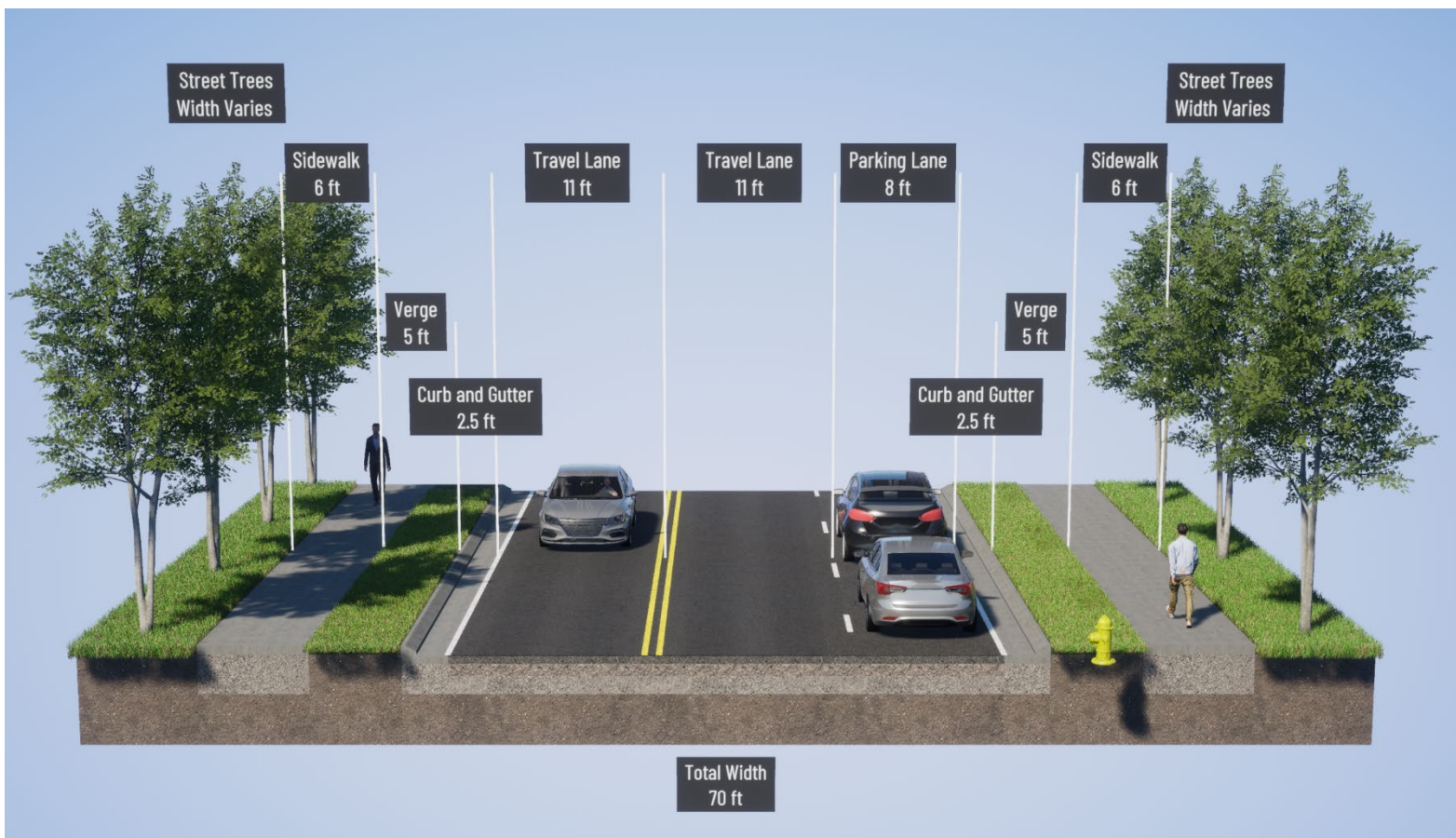
Notes:

- The final CTP report will detail the specific side of the roadway the sidepath and sidewalk are to be placed

2-Lane Undivided with Sidewalks and On-Street Parking on Both Sides



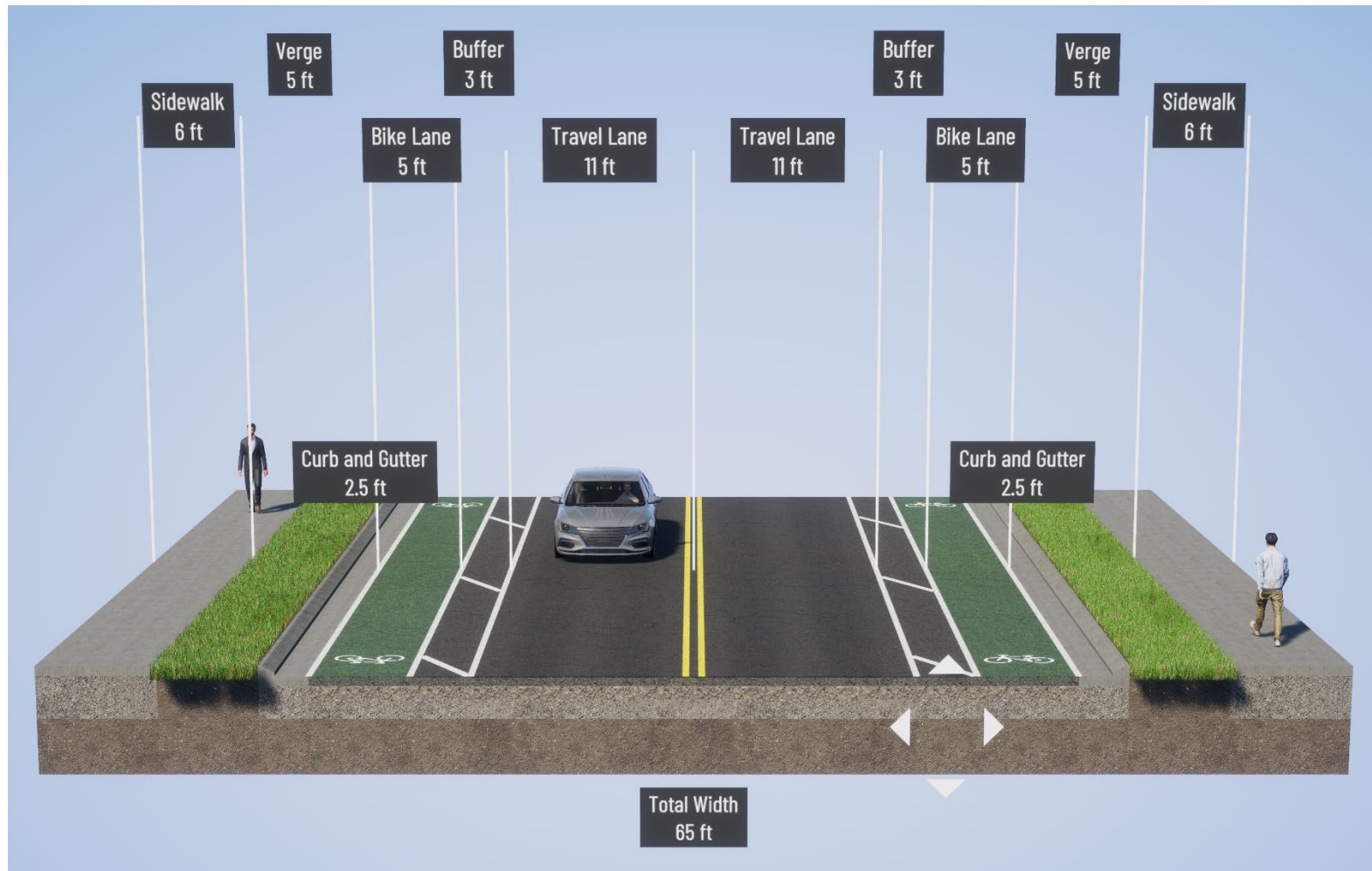
2-Lane Undivided with Sidewalks and On-Street Parking on One Side



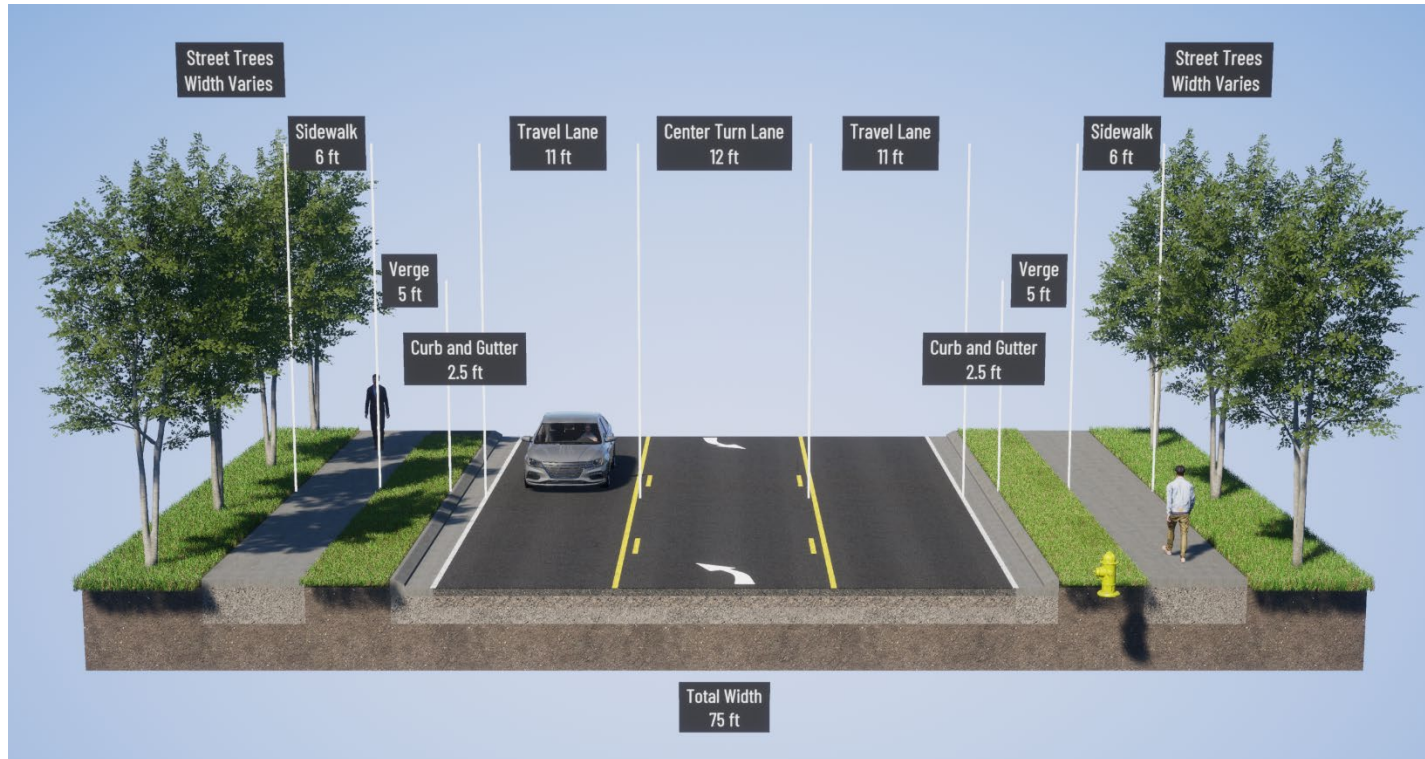
Notes:

- The final CTP report will detail the specific side of the roadway the parking lane is to be placed

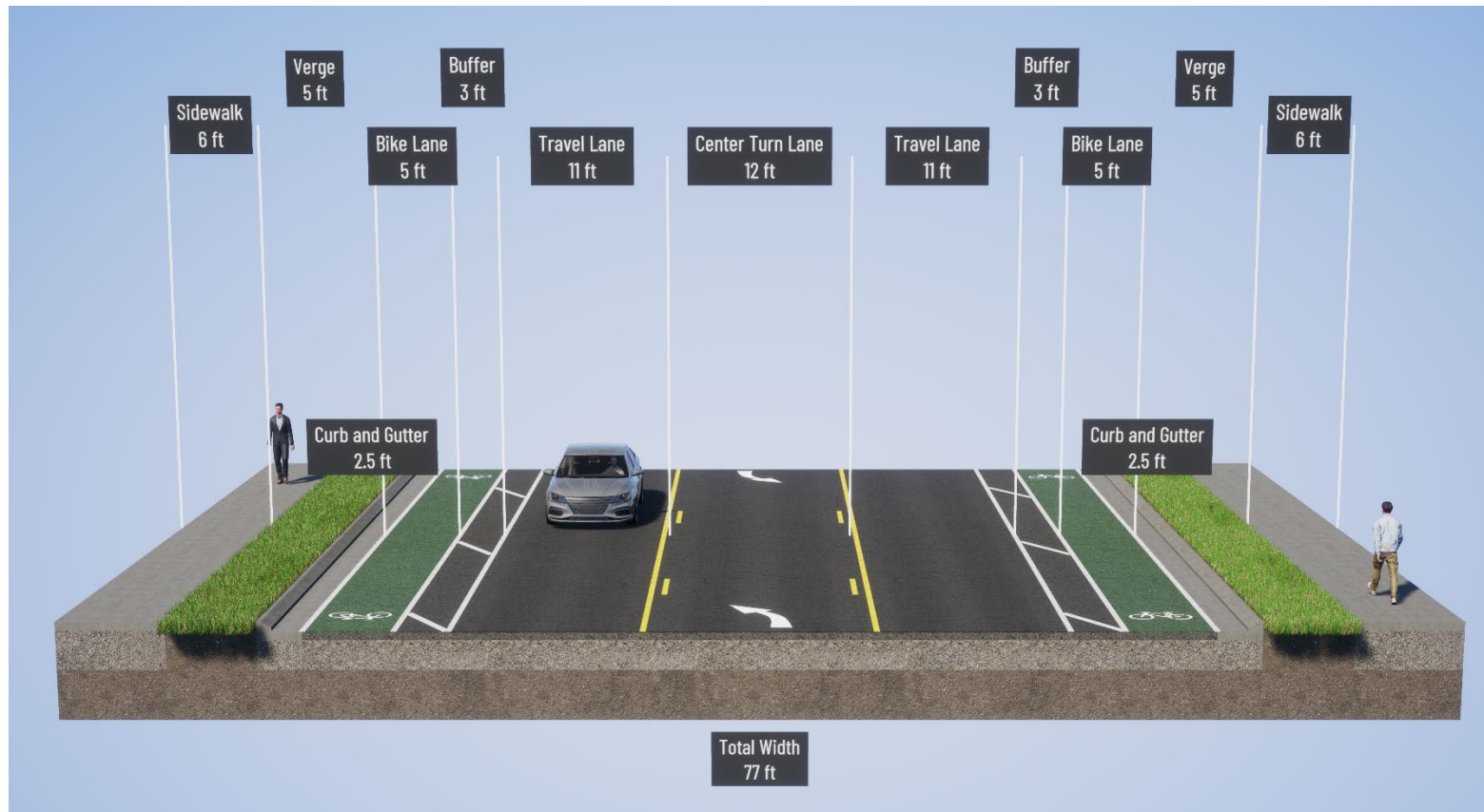
2-Lane Undivided with Sidewalks and Bike Lanes



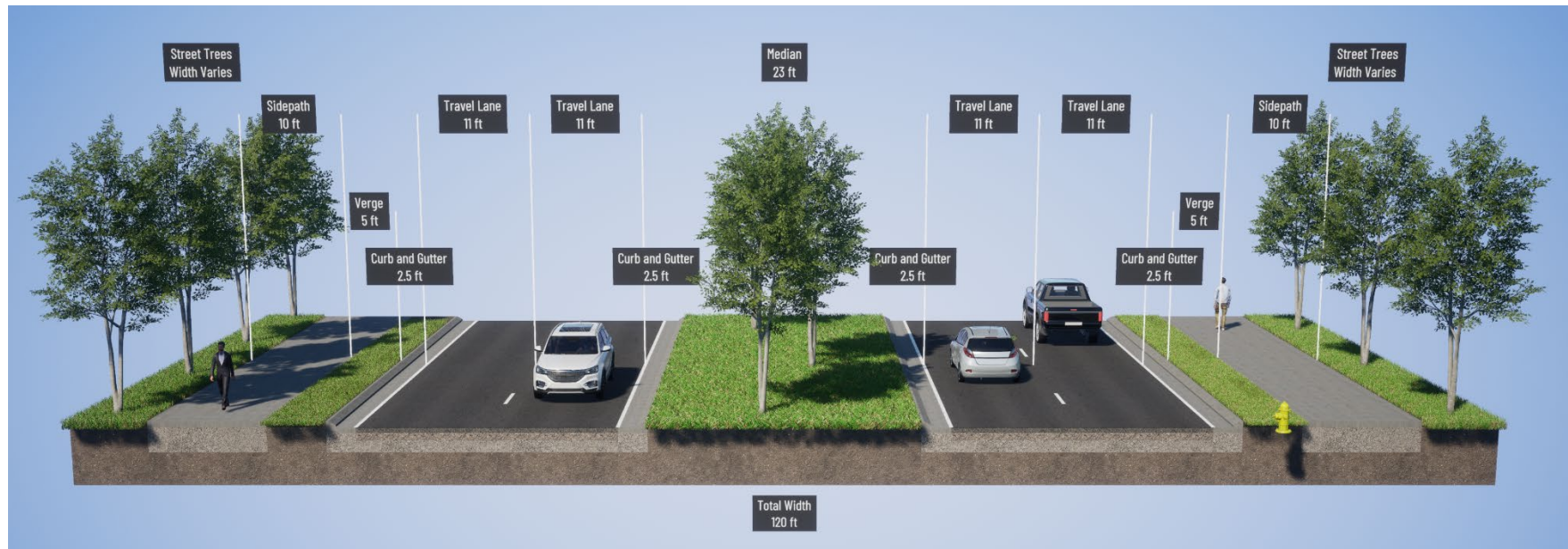
3-Lane Undivided with Two-Way Left-Turn Lane and Sidewalks



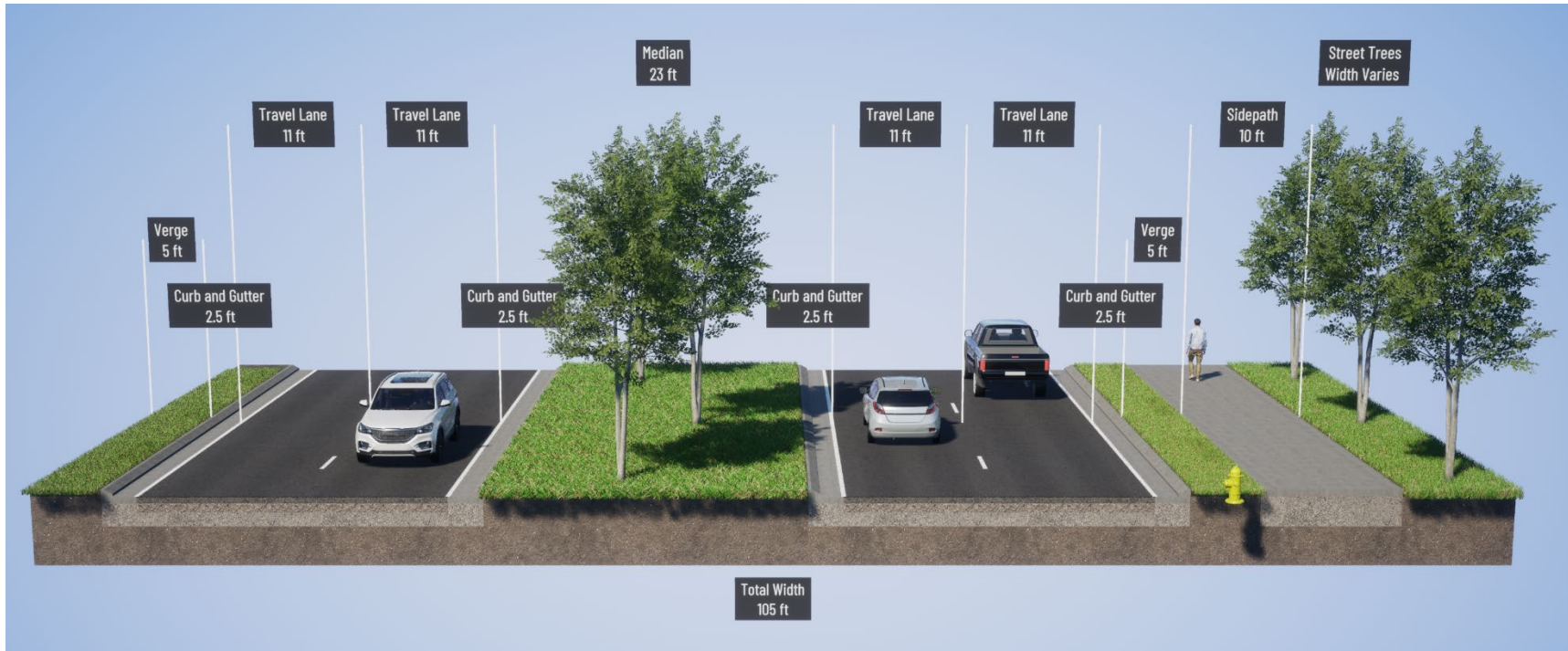
3-Lane Undivided with Two-Way Left-Turn Lane, Bike Lanes, and Sidewalks



4-Lane Median-Divided with Sidepaths



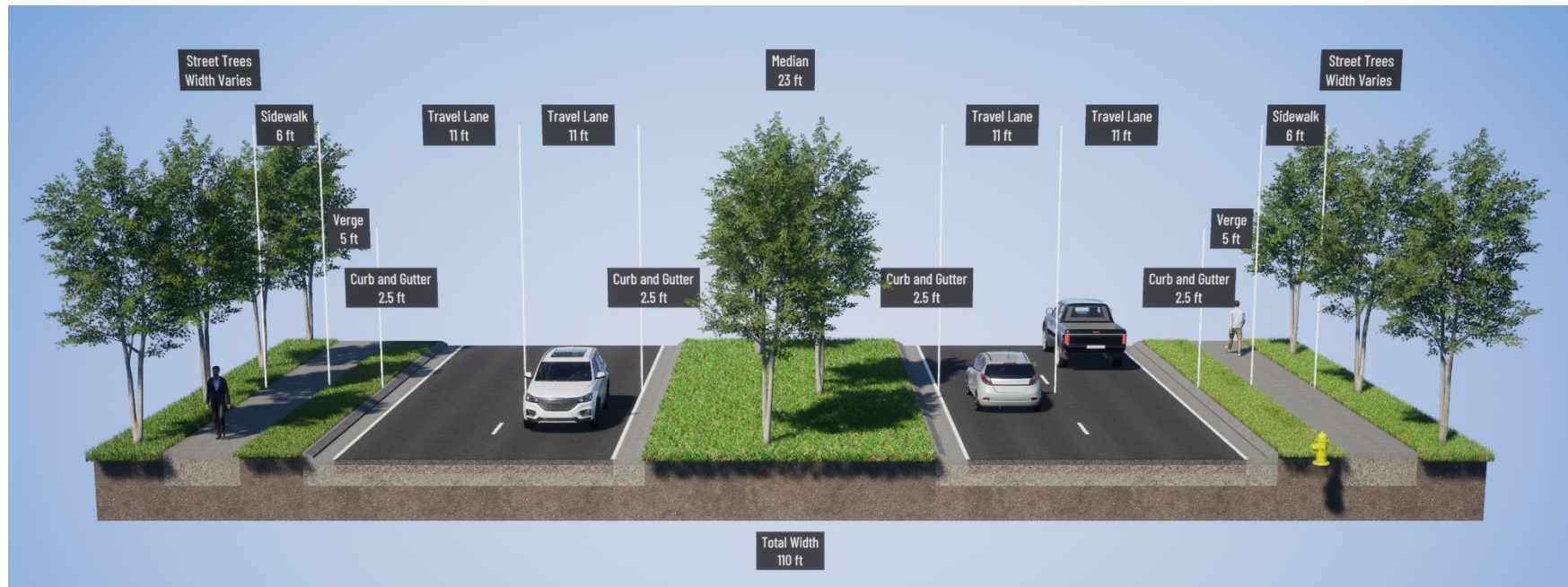
4-Lane Median-Divided with 1 Sidepath



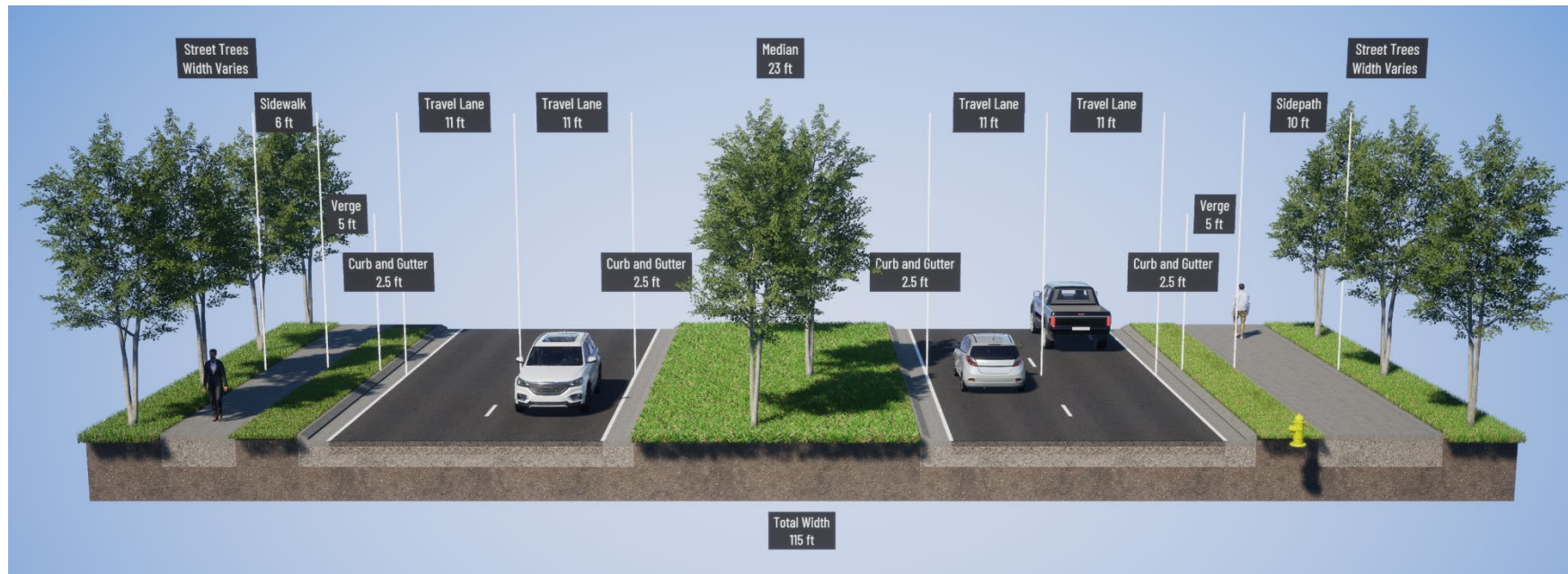
Notes:

- The final CTP report will detail the specific side of the roadway the sidepath is to be placed

4-Lane Median-Divided with Sidewalks



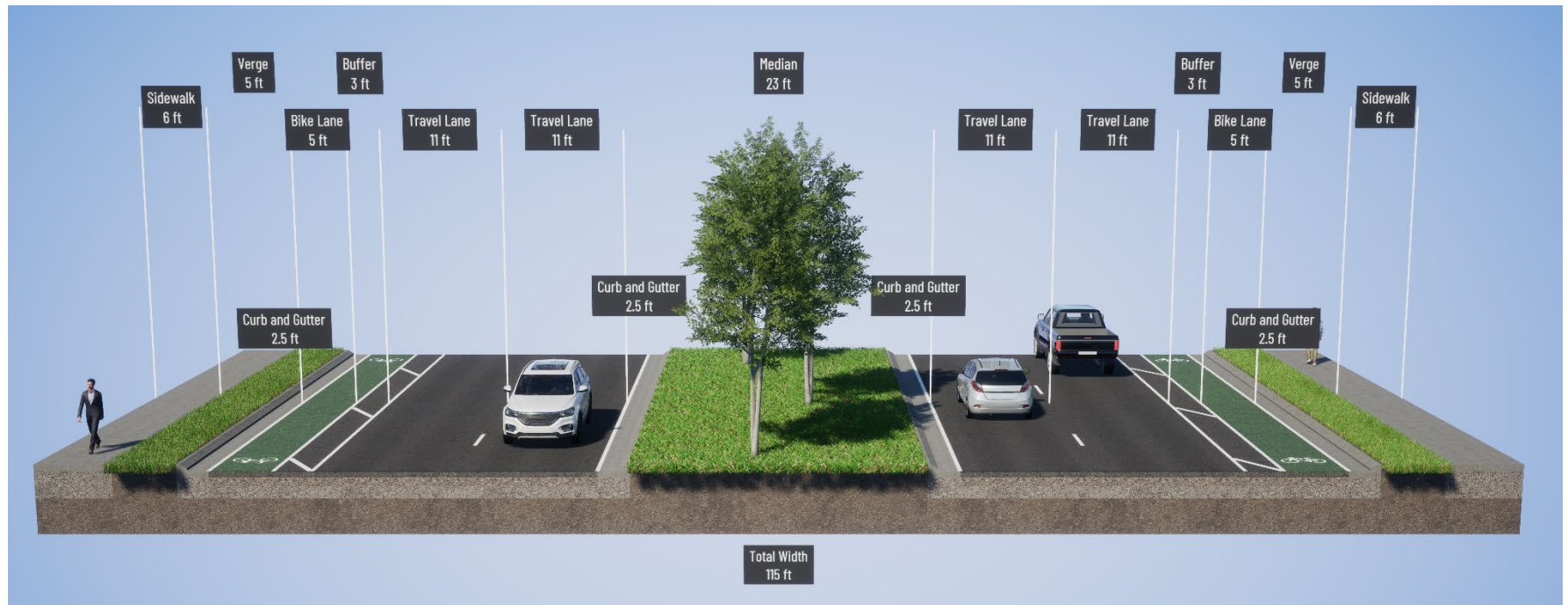
4-Lane Median-Divided with 1 Sidewalk and 1 Sidepath on Opposite Sides



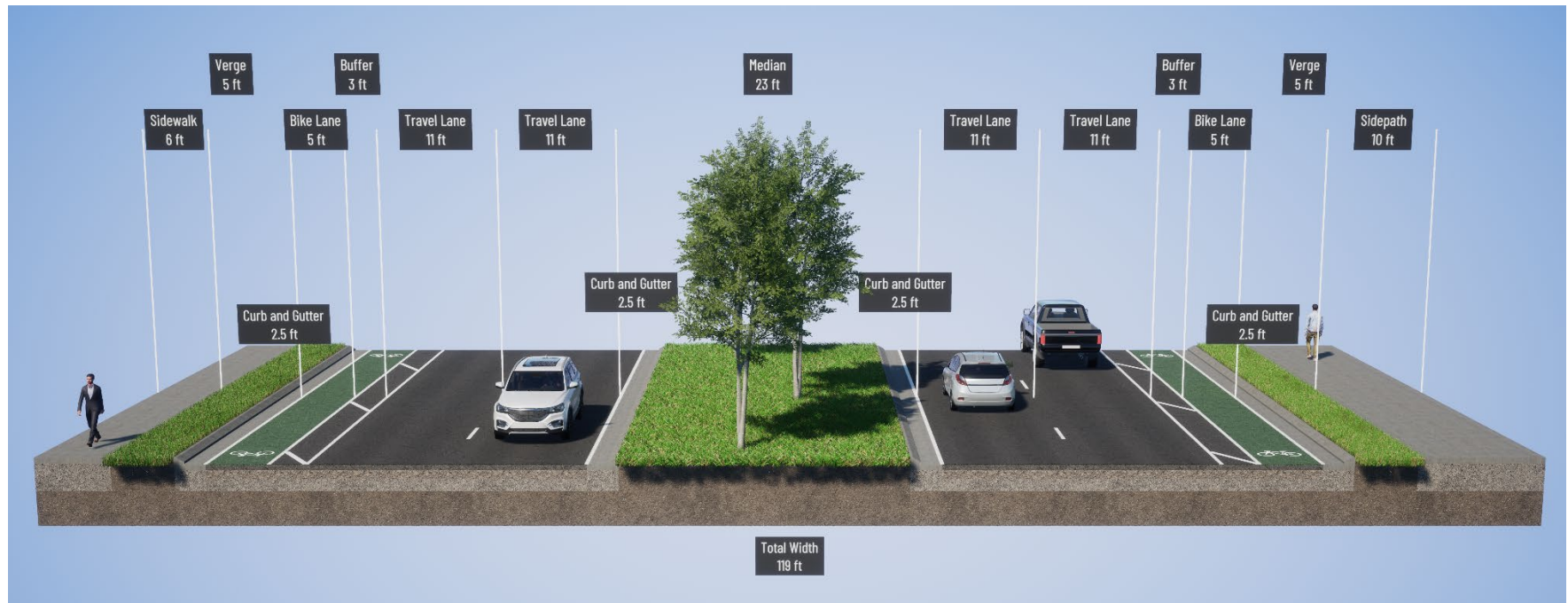
Notes:

- The final CTP report will detail the specific side of the roadway the sidepath and sidewalk are to be placed

4-Lane Median-Divided with Sidewalks and Bike Lanes



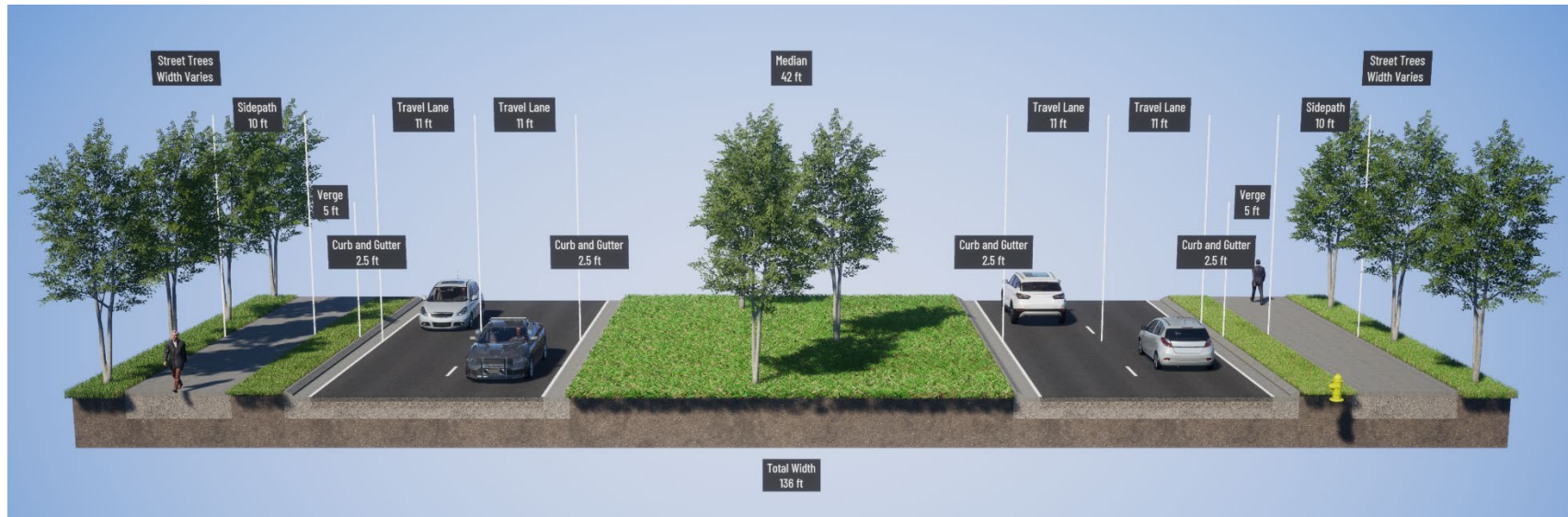
4-Lane Median-Divided with Bike Lanes and 1 Sidewalk and 1 Sidepath on Opposite Sides



Notes:

- The final CTP report will detail the specific side of the roadway the sidepath and sidewalk are to be placed

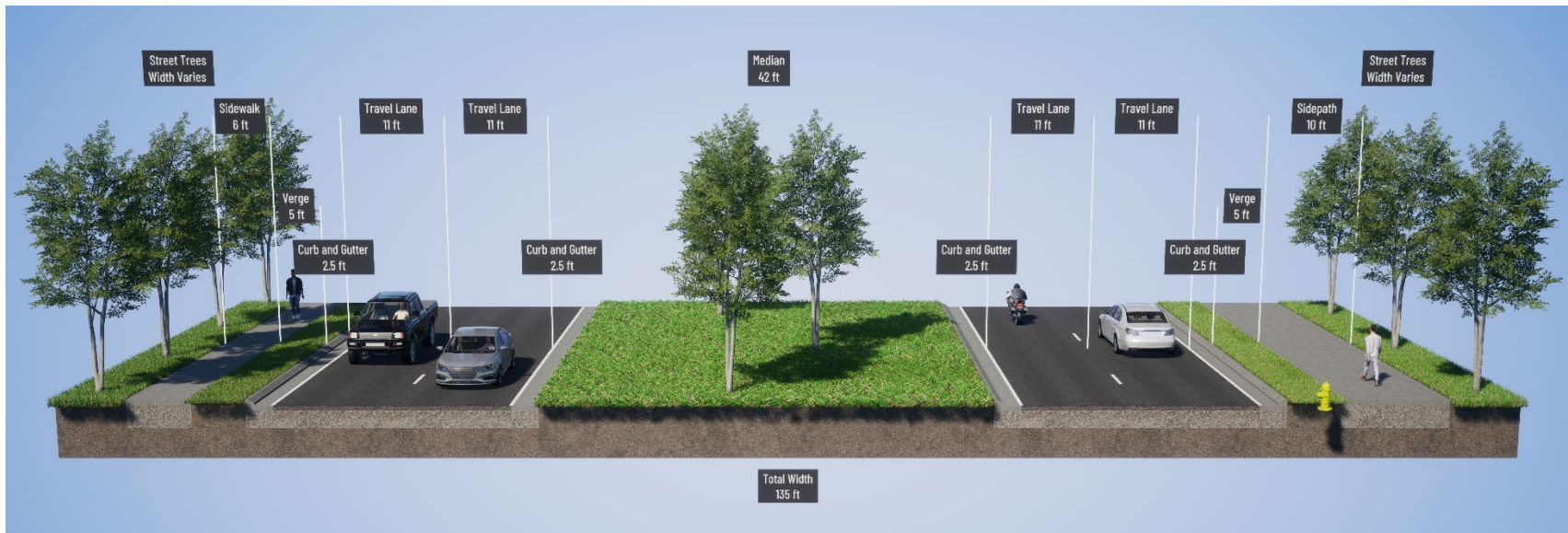
4-Lane Median-Divided with Sidepaths and Bus Median



Notes:

- Median width is 42' to accommodate the potential for future bus lanes
- Each bus lane would be 12', and an 18' median would be retained
- Presented this way to allow for flexibility of bus lane placement (inside or outside)

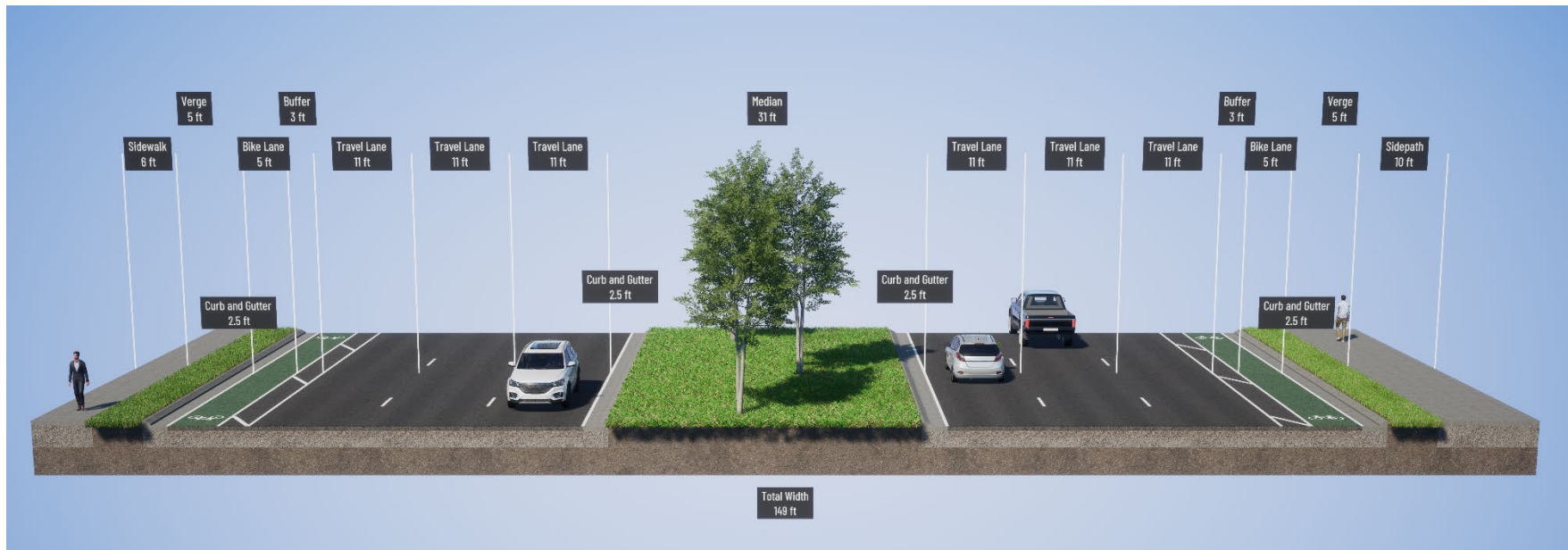
4-Lane Median-Divided with 1 Sidewalk and 1 Sidepath on Opposite Sides and Bus Median



Notes:

- Median width is 42' to accommodate the potential for future bus lanes
- Each bus lane would be 12', and an 18' median would be retained
- Presented this way to allow for flexibility of bus lane placement (inside or outside)
- The final CTP report will detail the specific side of the roadway the sidepath and sidewalk are to be placed

6-Lane Median-Divided with Bike Lanes and 1 Sidewalk and 1 Sidepath on Opposite Sides



Notes:

- The final CTP report will detail the specific side of the roadway the sidepath and sidewalk are to be placed

Morrisville CTP **DRAFT** Implementation Plan

Introduction

The success of the Town of Morrisville Comprehensive Transportation Plan will depend on effective collaboration among local, regional, and state officials to implement its projects and policies in a meaningful way. The plan's recommendations build on the Town's historic and ongoing efforts to improve the transportation network through facility improvements, close coordination with agency partners, and supportive local policies. Completion of this plan represents an important step toward implementing multimodal improvements that support travel safety, access and connectivity, mobility, development patterns, and the overall character of the Town of Morrisville. This chapter provides a focused set of recommendations to help local staff continue advancing the plan and pursue strategic opportunities to expedite implementation.

Responsible Agencies

To successfully implement this plan, responsible agencies have been identified based on their ability to influence, authorize, fund, or deliver recommended improvements. Some recommendations will be implemented locally through the development review process, while major infrastructure improvements will likely rely on state and/or federal funding. Because transportation funding is limited and highly competitive, implementation will require coordinated action among NCDOT, CAMPO, the Town of Morrisville, private developers, and other partners. Morrisville will also need to coordinate with neighboring jurisdictions and partners, including the Town of Cary and Research Triangle Park (RTP), where recommendations extend beyond Town limits or connect to regional facilities.

Implementation

The core of the implementation strategy is contained within this chapter, which identifies a concrete set of steps to advance the vision of the Town of Morrisville Comprehensive Transportation Plan. Through well-guided transportation and land use policies, strategic partnerships, and continued coordination, the plan's recommendations can be translated into achievable actions grounded in realistic expectations.

Funding Opportunities

Funding to implement the recommendations in the Town of Morrisville Comprehensive Transportation Plan will likely come from a combination of local, state, and federal programs, along with development contributions. A comprehensive transportation network can be built incrementally through local policies and initiatives, supplemented by state and federal programs and support from the private sector. It will be important for the Town of Morrisville, in collaboration with CAMPO, NCDOT, and other external local and regional transportation planning, project programming, and funding partners, to continue pursuing funding resources that can help implement the recommendations of this plan.

Very generally, projects that are smaller in scope and scale and lower in cost are more suitable opportunities for the Town to fund and implement. Larger-scale and more costly projects are less suitable for the Town to fund and implement and rely more heavily on external partners to deliver. It is also important to note that transportation funding and technical capacity resources are limited, and implementation of transportation projects takes time. Not all projects that are priorities to the Town can feasibly be implemented within highly constrained timeframes. Potential financing strategies and funding sources available to the Town of Morrisville are defined in Tables 1 and 2 below.

Going forward, the Town of Morrisville can use funding guidance provided by CAMPO and NCDOT, along with other relevant local, regional, state, and federal resources, to continue assessing how best to leverage transportation financing and funding strategies. Remaining flexible and open to different funding approaches will help the Town respond to opportunities as they become available. This approach will support Morrisville's continued progress toward its transportation vision through the strategic advancement of projects, programs, and policies.

Table 1: Potential Transportation Financing Strategies

Potential Transportation Financing Strategies	
Funding Source	Description
Town Capital Improvement Program (CIP)	Local funding programmed through the Town's capital budgeting process to advance priority transportation, bicycle, pedestrian, public transit, and greenway improvements.
Development Contributions	Improvements delivered or supported through private development review, including frontage improvements, site access upgrades, multimodal connections, and other potential transportation network improvements to mitigate impacts associated with the proposed development. These may be constructed by developers or by the Town or others using developer payments-in-lieu of construction.
CAMPO Locally Administered Projects Program (LAPP)	A competitive regional funding program that supports locally administered transportation projects, including bicycle, pedestrian, roadway, and transit-related improvements.
NCDOT Strategic Prioritization (SPOT)/STIP	State and federal transportation funding programmed through NCDOT's prioritization process and the State Transportation Improvement Program (STIP). NCDOT administers its SPOT process to prioritize and inform programming of projects in the STIP every two years.
Wake Transit Program/Community Funding Area Program (CFAP)	Public transportation planning, capital, and operations funding levied through a ½ percent Wake County sales tax and vehicle registration taxes and applied to various projects in accordance with countywide planning and programming or through a competitive sub-program.
Federal Discretionary Grants	Competitive federal grant opportunities that may support safety, multimodal, resiliency, and community connectivity improvements. These opportunities also include support for public transportation facilities. Examples of discretionary federal grant opportunities include the Safe Streets for All (SS4A) program and the Federal Transit Administration (FTA) Buses and Bus Facilities program.
Federal Transit Formula Funds	Federal transit funds authorized and appropriated by the U.S. Congress on an annual basis to support public transportation planning, capital, and operating activities.

Table 2: Potential Transportation Funding Sources

Potential Transportation Funding Sources	
Funding Source	Description
Property Tax	The primary source of revenue for many municipalities and counties that is levied annually on private property (land, buildings, vehicles) and is based on the value of the private property.
Motor Vehicle License Fee	A fee charged each year when a resident registers a vehicle with the state.
Powell Bill	Funds generated by the state gasoline tax that are distributed by the state to municipalities to help fund transportation projects on municipally-maintained roads. Also known as State Aid to Municipalities funding.
Development Requirements	Requirements the Town places on new development to construct infrastructure to serve that development and to mitigate other transportation network impacts, including thoroughfare requirements from the adopted Transportation Plan and recommendations for improvements in transportation impact analyses (TIAs).
NCDOT STIP Funding	The traditional source of transportation funding in North Carolina for state roads – most of this funding comes from vehicle sales tax and state and federal gasoline tax revenues.
CAMPO/Federal Funding	These funds are generally distributed through competitive grant processes and are generated from the federal budget.
Local Sales Tax	Levied by the county and collected by the state on purchases made within a county (includes the majority of funds collected for the Wake Transit Program).
Special Assessments- Private Property	Assessments levied on property to pay for public improvements benefiting that property with no related outside financing.
State General Fund	Miscellaneous funds occasionally distributed by the state to municipalities through a competitive process or to account for legislative earmarks.

Action Plan

This section identifies the steps local leaders can take to implement the recommendations of this plan and the key agencies that should be involved. These recommendations are intended to address existing and anticipated future needs within the study area. Some needs are more urgent, while others will become more important as the area continues to grow and travel characteristics change. The action items in this chapter are organized into four implementation tiers: Immediate, which includes the next five years; Near-Term, which includes the next 10 years; Mid-Term, which includes the next 15 years; and Long-Term, which includes the next 20 or more years. Immediate and near-term tasks should be initiated soon after plan adoption to build on the momentum created through the planning process.

Except where specifically noted in the transit programming section, the following programming sections do not include existing and committed projects; for information on existing and committed projects, refer to Chapter 3.

Roadway Facility Improvements Programming

The tables and corresponding map below communicate the implementation plan for roadway and intersection projects developed and sourced through the Comprehensive Transportation Plan planning process. They summarize when each improvement is expected to move forward; the primary agencies or partners that could be responsible for, or play a key role in, implementation; and the recommended funding source or strategy that may be used to advance each project.

In the tables below, the agency/partner columns are intended to identify the entities that may be involved in advancing a project from planning to delivery, including project-level planning, environmental review, design, right-of-way acquisition, utility relocation, permitting, construction, and ongoing coordination. In many cases, a checked entity may not be solely responsible for delivering the project but may have an important role in funding and ultimately delivering the project. Most of the partners included in the tables will be involved in the project listed from a coordination and consultation perspective along the way.

Prioritization was used as one tool to help inform the implementation tier assigned to each roadway or intersection project. However, prioritization and programming are not one-for-one, and the programming shown below does not exactly mirror the priority results because factors such as funding availability, project readiness, partner coordination, and implementation feasibility also influence when projects can move forward. For more information regarding prioritization, see Chapter 3 and Appendix X.

Table 3: Immediate-Term Roadway Facility Improvements Programming Matrix

Project ID	Roadway	Extents	Improvement	Morrisville	NC DOT	CAMPO	Developer	Neighboring Municipality	Funding
I-01	Slater Rd at Sorrell Grove Church Rd	N/A	Intersection Improvement	✓	✓				LAPP Town CIP
I-04	NC 54 at Morrisville Pkwy	N/A	Intersection Improvement	✓	✓	✓			SS4A LAPP Town CIP
I-09	NC 54 at Keybridge Dr	N/A	Intersection Improvement	✓	✓				LAPP Town CIP
I-12	Church St at Treybrooke Dr	N/A	Intersection Improvement	✓	✓				LAPP Town CIP
I-13	Church St at Jeremiah St	N/A	Intersection Improvement	✓	✓				LAPP Town CIP
I-14	Downing Glen Dr at Town Hall Dr	N/A	Intersection Improvement	✓					LAPP Town CIP
I-15	Church St at Downing Glen Dr	N/A	Intersection Improvement	✓	✓				LAPP Town CIP
I-05	Davis Dr at Morrisville Carpenter Rd	N/A	Intersection Improvement	✓	✓	✓			LAPP SPOT/STIP Town CIP
R-20	Morrisville Parkway*	Davis Dr to NC 54	Access Management	✓	✓	✓			SS4A LAPP Town CIP

*Includes intersection improvements at Davis Drive/Morrisville Parkway

Table 4: Near-Term Roadway Facility Improvements Programming Matrix

Project ID	Roadway	Extents	Improvement	Morrisville	NCDOT	CAMPO	Developer	Neighboring Municipality	Funding
I-03	NC 54 at NW Cary Pkwy	N/A	Intersection Improvement	✓	✓	✓			LAPP SPOT/STIP Town CIP
I-07	Slater Rd at Carrington Mill Blvd	N/A	Intersection Improvement	✓	✓				LAPP Town CIP
I-10	Davis Dr at Parkside Valley Dr*	N/A	Intersection Improvement	✓	✓				LAPP Town CIP
R-16	Church St	Mason Farm Rd to McCrimmon Pkwy	Center Turn Lane	✓	✓		✓		Town CIP Development Coordination
R-16	Church St	McCrimmon Pkwy to Carolina St	Center Turn Lane	✓	✓		✓		Town CIP Development Coordination

*Pedestrian access and crossing improvements at the intersection of Davis Drive and Parkside Valley Drive are planned to be implemented in the immediate-term with NCDOT STIP project U-5747 (McCrimmon Parkway widening from Davis Drive to Perimeter Park Drive).

Table 5: Mid-Term Roadway Facility Improvements Programming Matrix

Project ID	Roadway	Extents	Improvement	Morrisville	NC DOT	CAMPO	Developer	Neighboring Municipality	Funding
R-02	NC 54	Cary Pkwy to Weston Pkwy	Access Management		✓	✓			SPOT/STIP
R-03	NC 54	Weston Pkwy to Aviation Pkwy	Widening		✓	✓			SPOT/STIP
R-04	Airport Blvd Extension Phase 2*	NC 54 to Church St	New Alignment		✓	✓			SPOT/STIP Other State or Federal Discretionary Funding
I-02	Airport Boulevard at NC 54 Grade Separation**	N/A	Intersection Improvement	✓	✓	✓			SPOT/STIP Other State or Federal Discretionary Funding
R-09	Airport Blvd	NC 54 to Slater Rd	Access Management	✓	✓	✓	✓		LAPP Town CIP Development Coordination
R-11	McCrimmon Pkwy	Davis Dr to Louis Stephens Rd	Widening	✓	✓	✓	✓	✓	LAPP Town CIP Development Coordination
R-12	NC 54	NW Maynard Rd to NW Cary Pkwy	Widening		✓	✓			SPOT/STIP
R-13	Southport Dr Extension	International Dr to McCrimmon Pkwy	New Alignment	✓			✓		Development Coordination Town CIP

*Project is included in the 2045-2055 decade of the CAMPO Metropolitan Transportation Plan (MTP) based on the availability of regularly assumed funding sources but may be implemented sooner using alternative funding sources, such as federal or state discretionary grants.

**The Airport Blvd/NC 54 grade separation will likely be implemented as part of the Airport Blvd Extension Phase 2 project but may be segmented as a different project for project eligibility purposes.

Table 6: Long-Term Roadway Facility Improvements Programming Matrix

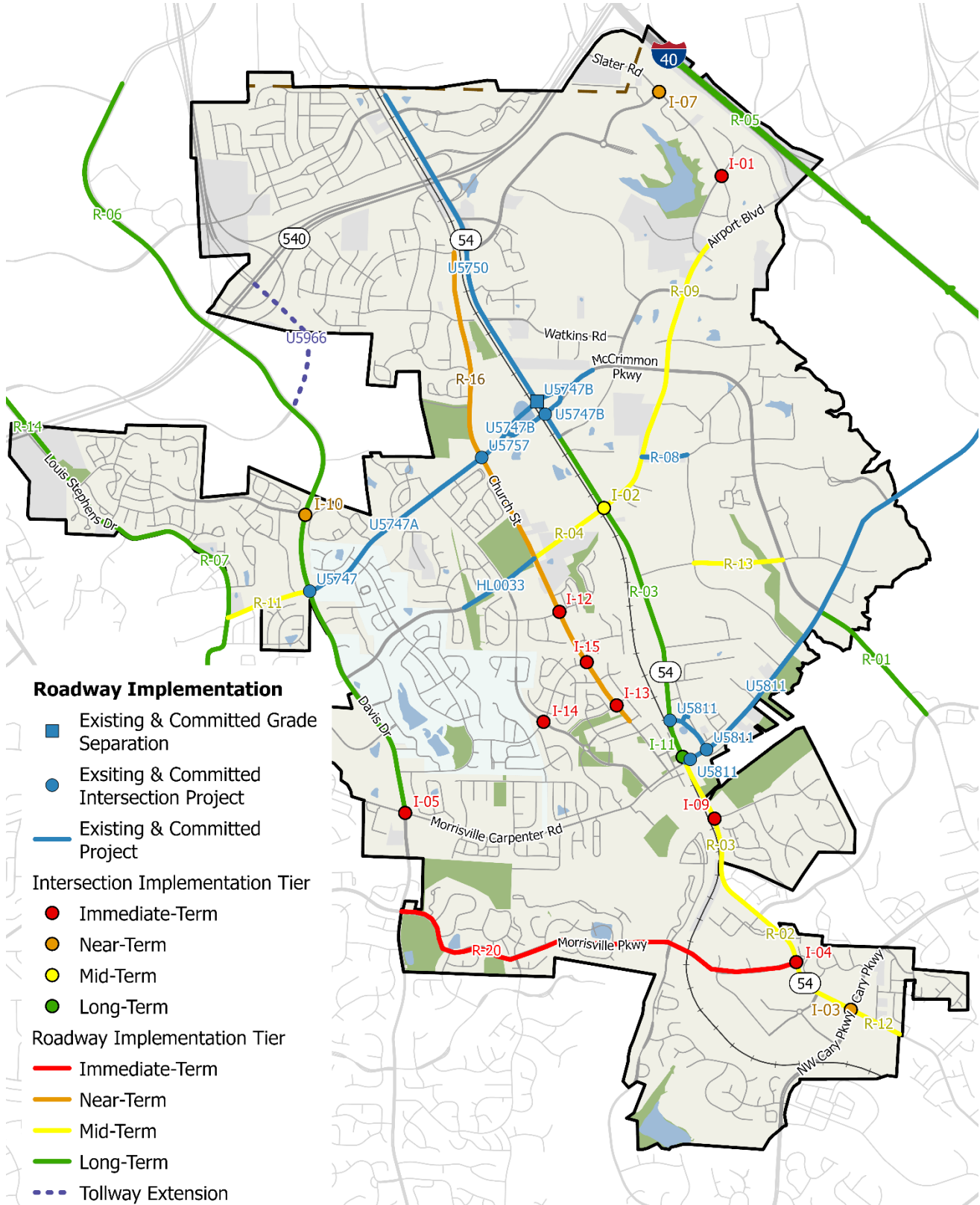
Project ID	Roadway	Extents	Improvement	Morrisville	NCDOT	CAMPO	Developer	Neighboring Municipality	Funding
R-01	Evans Rd	Aviation Pkwy to Weston Pkwy	Widening		✓	✓			SPOT/STIP
R-03	NC 54	Aviation Pkwy to McCrimmon Pkwy	Widening		✓	✓			SPOT/STIP Development Coordination
R-05	I-40 Managed Lanes	Durham County Line to Wade Ave	Widening		✓	✓			SPOT/STIP
R-06	Davis Dr	Town Limits to Town Limits	Widening (to include bus lanes)		✓	✓	✓		SPOT/STIP Development Coordination Wake Transit Funding
R-07	Louis Stephens Dr	Poplar Pike Ln to Airport Blvd	Widening		✓	✓	✓	✓	SPOT/STIP LAPP Town of Cary
R-14	Louis Stephens Dr	Poplar Pike Ln to Little Dr	Widening		✓	✓	✓		SPOT/STIP
I-11	Aviation Pkwy/Morrisville Carpenter Rd at NC 54*	N/A	Intersection Improvement		✓	✓			SPOT/STIP



Project ID	Roadway	Extents	Improvement	Morrisville	NCDOT	CAMPO	Developer	Neighboring Municipality	Funding
U-5966	NC 885 Tollway Extension	NC 540 to McCrimmon Pkwy/Little Dr	New Alignment		✓				SPOT/STIP Other State or Federal Discretionary Funding

*Some improvements to the Aviation Parkway/NC 54 intersection will be implemented with the committed project to widen Aviation Parkway from NC 54 to I-40 (NCDOT STIP project U-5811).

Figure 1: Roadway Facility Improvements Implementation Program



Greenway Facility Improvements Programming

The tables and corresponding map below communicate the implementation plan for greenway projects and key bicycle and pedestrian connection points developed and sourced through the Comprehensive Transportation Plan planning process. They summarize when each greenway improvement is expected to move forward, the primary agencies or partners that could be responsible for, or play a key role in, implementation, and the recommended funding source or strategy that may be used to advance each project.

The agency/partner columns are intended to identify the entities that may be involved in advancing greenway projects from planning to delivery, including project-level planning, feasibility assessment, environmental review, design, right-of-way or easement acquisition, utility coordination, permitting, construction, and ongoing coordination. In many cases, a checked entity may not be solely responsible for delivering the project but may have an important role in funding, programming, technical review, approvals, local coordination, property coordination, or implementation support.

Prioritization was used as one tool to help inform the implementation tier assigned to each greenway project. However, prioritization and programming are not one-for-one, and the programming shown below does not exactly mirror the prioritization results because factors such as funding availability, project readiness, partner coordination, and implementation feasibility also influence when greenway projects can move forward. For more information regarding prioritization, see Chapter 3 and Appendix X.

Table 7: Near-Term Greenway Facility Improvements Programming Matrix

Project ID	Roadway	Extents	Morrisville	NCDOT	CAMPO	Developer	Neighboring Municipality	Funding
G-24	Crabtree Creek Greenway Connector*	Crabtree Creek Greenway to Aviation Pkwy	✓			✓		Development Coordination Town CIP
G-06	Fairview Greenway	Aviation Pkwy to Crabtree Creek Greenway	✓					Town CIP Grant Funding
G-11	Stirrup Iron Creek Greenway	Mills Spring Greenway to Carrington Mill Blvd	✓	✓	✓			Town CIP SPOT/STIP LAPP Other State or Federal Discretionary Funding
G-12	Mills Spring Greenway	Transformation Rd to Paramount Pkwy	✓			✓		Town CIP Development Coordination
G-15	Saw Mill Creek Greenway	McCrimmon Pkwy to Saw Mill Creek Greenway	✓			✓		Development Coordination Town CIP for Gaps

Project ID	Roadway	Extents	Morrisville	NCDOT	CAMPO	Developer	Neighboring Municipality	Funding
G-17	Saw Mill Creek Greenway	Church St to Saw Mill Creek Greenway	✓			✓		Development Coordination Town CIP
G-20	Triangle Bikeway	N/A			✓			SPOT/STIP Other State or Federal Discretionary Funding
G-22	Saw Mill Creek Greenway	McCrimmon Pkwy to Barbee Rd	✓			✓		Development Coordination Town CIP for Gaps
G-23	Triangle Bikeway Connector	Slater Rd to Triangle Bikeway	✓	✓	✓			Town CIP SPOT/STIP LAPP Other State or Federal Discretionary Funding
BPC-02	Bicycle & Pedestrian Connection	Kit Creek Rd/Church St over rail corridor to NC 54	✓	✓	✓			Town CIP SPOT/STIP LAPP Other State or Federal Discretionary Funding
BPC-04	Bicycle & Pedestrian Connection	Barbee Rd over rail corridor to NC 54	✓	✓	✓			Town CIP SPOT/STIP LAPP Other State or Federal Discretionary Funding

*Project is identified as an **immediate-term** project, but its implementation timeline depends on the implementation timeline for NCDOT STIP project U-5811 (Aviation Parkway widening from NC 54 to I-40).

Table 8: Mid-Term Greenway Facility Improvements Programming Matrix

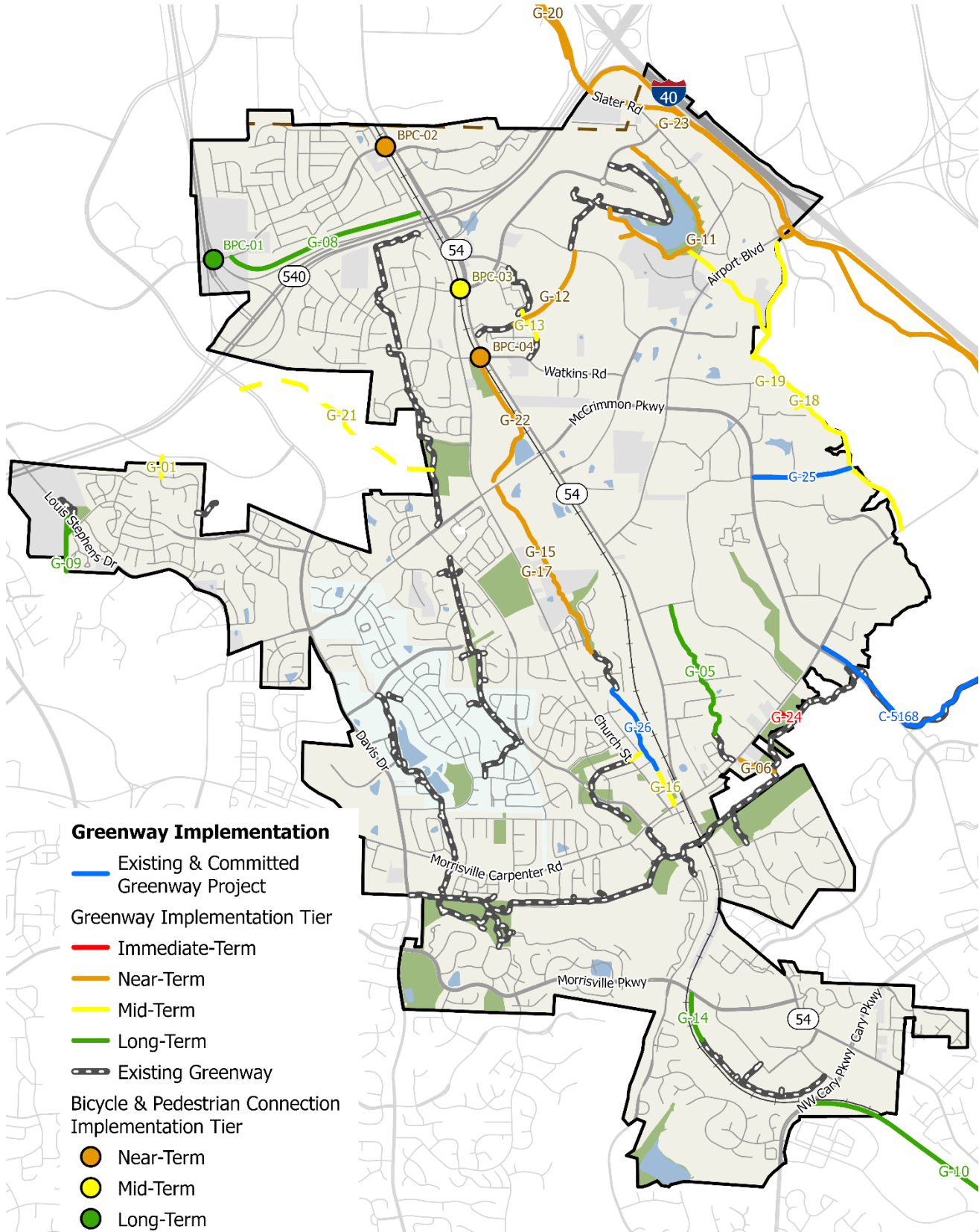
Project ID	Roadway	Extents	Morrisville	NCDOT	CAMPO	Developer	Neighboring Municipality	Funding
G-01	Breckenridge Loop Greenway	Willingham Rd to Little Dr	✓				✓	Town CIP Research Triangle Foundation (RTF) Coordination
G-13	Mills Spring Greenway	Transformation Rd to Aspiration Way	✓	✓	✓	✓		Town CIP LAPP Development Coordination
G-16	Saw Mill Creek Greenway	Saw Mill Creek Greenway to Morrisville Carpenter Rd	✓			✓		Development Coordination Town CIP for Gaps
G-18	Stirrup Iron Creek Greenway	Sorrell Grove Church Rd/Airport Blvd to Aviation Pkwy	✓	✓	✓	✓		Town CIP SPOT/STIP LAPP Development Coordination Other State or Federal Discretionary Funding
G-19	Stirrup Iron Creek Greenway	Trans Air Dr to Stirrup Iron Creek Greenway	✓	✓	✓	✓		Town CIP SPOT/STIP LAPP Development Coordination Other State or Federal Discretionary Funding
G-21	Proposed RTP Greenway	Davis Dr to Shiloh Greenway	✓				✓	RTF and Property Owner Coordination

Project ID	Roadway	Extents	Morrisville	NCDOT	CAMPO	Developer	Neighboring Municipality	Funding
BPC-03	Bicycle & Pedestrian Connection	Mason Farm Rd/Church St over rail corridor to NC 54	✓	✓	✓			Town CIP SPOT/STIP LAPP Other State or Federal Discretionary Funding

Table 9: Long-Term Greenway Facility Improvements Programming Matrix

Project ID	Roadway	Extents	Morrisville	NCDOT	CAMPO	Developer	Neighboring Municipality	Funding
G-05	Fairview Greenway	Southport Dr to Fairway Greenway	✓			✓		Development Coordination Town CIP for Gaps
G-08	Kitt Creek Greenway	Kitt Creek Rd to Church St	✓	✓	✓			Town CIP SPOT/STIP LAPP Other State or Federal Discretionary Funding
G-09	Kitt Creek Greenway	Louis Stephens Dr to Western Town Boundary	✓			✓		Development Coordination Town CIP for Gaps
G-10	Lexie Lane Greenway	NW Cary Pkwy to NW Maynard Rd	✓			✓	✓	Development Coordination Town CIP for Gaps
G-14	Park West Village Greenway	Morrisville Pkwy to Park West Village Greenway	✓			✓		Development Coordination Town CIP for Gaps
BPC-01	Bicycle & Pedestrian Connection	Kitt Creek Rd Bridge over Triangle Expressway	✓	✓	✓		✓	Town CIP SPOT/STIP LAPP Other State or Federal Discretionary Funding

Figure 2: Greenway Facility Improvements Programming



Concurrent Bicycle and Pedestrian Improvements Programming

Bicycle and pedestrian needs are accounted for through both the roadway and intersection prioritization processes, which are used to help inform the implementation plan in this chapter. In each process, the Bicycle and Pedestrian Effectiveness criterion evaluates how well a project supports walking and biking, with higher scores assigned to projects that include sidewalks, bicycle facilities, or both, especially when they connect to existing pedestrian or bicycle networks. As one component of each overall project score, this criterion helps elevate roadway and intersection projects that improve travel options beyond driving alone and contribute to a more connected transportation system for people walking and biking.

Because bicycle and pedestrian improvements recommended along Morrisville's roadways are generally intended to be advanced as part of broader roadway, intersection, and development-related improvements, they are not programmed as individual projects in this implementation plan. These improvements may include sidepaths, bicycle lanes, and sidewalk gap closures. This approach recognizes that bicycle and pedestrian accommodations along roadways are often most efficiently implemented when roadway projects are designed, funded, and constructed, allowing multimodal needs to be addressed in a coordinated manner. As roadway projects move forward, the Town should continue to evaluate opportunities to incorporate sidewalks, sidepaths, crossings, bicycle facilities, and other pedestrian and bicycle enhancements consistent with the recommendations of this plan. However, there may be instances for which the Town chooses to advance a roadway bicycle or pedestrian improvement as a standalone project based on safety needs, connectivity gaps, community priorities, available funding, or other implementation opportunities.

Transit Improvements Programming

The table below communicates the implementation plan for transit projects sourced from the Wake County Transit Plan, CAMPO's 2055 MTP, and the Town of Morrisville Alternative Transit Study. They summarize when each transit improvement is expected to move forward; the primary agencies/partners that could be responsible for, or play a key role in, implementation; and the recommended funding source or strategy that may be used to advance each project.

A prioritization process was not conducted for transit projects because these recommendations were sourced from the entities, plans, and studies that are expected to guide or support their implementation, including the Wake County Transit Plan, CAMPO's 2055 Metropolitan Transportation Plan, and the Town of Morrisville Alternative Transit Study. As a result, the transit implementation plan reflects the timing, roles, and funding strategies identified through those planning efforts rather than a locally developed prioritization score. The Town should continue coordinating with regional transit partners to monitor project status, identify opportunities for advancement, and support implementation of transit enhancements that improve mobility and access in Morrisville. For more information regarding transit projects, see Chapter 3.

Table 10: Immediate-Term and Near-Term Transit Facility Improvements Programming Matrix

Project ID	Transit Route/Stop	Roads Impacted	Morrisville	NCDOT	CAMPO	Developer	Neighboring Municipality	Funding
T-07	Smart Shuttle Node at Wegmans (Twin Lakes Center)	Davis Dr, Airport Blvd & Chessway Dr	✓					Town CIP Wake Transit Funding
T-08	Smart Shuttle Node at East Ridge	Airport Blvd, Perimeter Park Dr, & Claren Circle	✓					Town CIP Wake Transit Funding
T-09	Smart Shuttle Node at Factory Shops Road	Airport Blvd, Slater Rd, & Copley Pkwy	✓					Town CIP Wake Transit Funding
T-10	Smart Shuttle Node at Indian Creek Greenway Trailhead	Aviation Pkwy & Town Hall Dr	✓					Town CIP Wake Transit Funding
T-11	Smart Shuttle Node at Food Lion (Bethany Village)	Davis Dr	✓					Town CIP Wake Transit Funding
T-12	Smart Shuttle Node at Morrisville Pkwy near Double Eagle Court	Morrisville Pkwy	✓					Town CIP Wake Transit Funding
T-13	Smart Shuttle Node at McCrimmon Pkwy at Liberty Rose Dr	McCrimmon Pkwy & Liberty Rose Dr	✓					Town CIP Wake Transit Funding
T-14	Smart Shuttle Node at Walmart Super Center	NC 54 (Chapel Hill Rd) & Shiloh Glenn Dr	✓					Town CIP Wake Transit Funding
T-15	Smart Shuttle Node Morrisville Station/Greenwood Village	NC 54 (Chapel Hill Rd)	✓					Town CIP Wake Transit Funding
T-04	Wake BRT: Western Corridor Extension	Evans Rd, McCrimmon Pkwy, NC 54	✓	✓	✓		✓	Wake Transit Funding SPOT/STIP

Note: Immediate-term projects are provided in dark green text above.

Table 11: Long-Term Transit Facility Improvements Programming Matrix

Project ID	Roadway	Extents	Morrisville	NCDOT	CAMPO	Developer	Neighboring Municipality	How
T-01	Davis Drive BRT	Davis Dr		✓	✓			Wake Transit Funding SPOT/STIP
T-02	Airport Boulevard BRT	McCrimmon Pkwy, Airport Blvd		✓	✓			Wake Transit Funding SPOT/STIP
T-03	Chapel Hill – RTP BRT Corridor	NC 54, NC 540, I-40		✓	✓			Wake Transit Funding SPOT/STIP
T-05	Regional Rail Improvements	North Carolina Railroad Corridor		✓				Wake Transit Funding SPOT/STIP
T-06	Morrisville Transit Transfer Facility/ Train Station	Between Church St, NC 54, and Rail Line near transit-oriented development	✓	✓	✓	✓		Town CIP SPOT/STIP LAPP Wake Transit Funding

Program and Policy Measures

This section will be added later once analysis on policy and programs is complete.

Conclusion

The Town of Morrisville Comprehensive Transportation Plan provides a vision for transportation recommendations that address existing and future needs and priorities across all travel modes. This Action Plan will help staff and elected officials advocate for projects and policies that have the greatest positive impact on the Town. While Morrisville has many identified transportation needs, fully funding and implementing these recommendations will take time. As projects move toward funding and implementation, the Town will work with CAMPO and NCDOT to determine how best to advance recommended improvements. The Town will also continue to monitor emerging needs and changes in how projects can be funded and delivered. Project priorities will be reassessed through subsequent updates to this plan. This dynamic process will help the Town of Morrisville effectively address its transportation needs now and into the future.

ATTACHMENT 4: 2019 to 2026 CTP Roadway and Intersections Project Recommendations Status Report

2019 to 2026 CTP Roadway Project Recommendations Status

Roadway Project	From	To	Status (August 2026)
Airport Blvd Access Management	Factory Shops Rd	Slater Rd	Not Funded
	Slater Rd	NC 54	Not Funded
Airport Blvd Extension Phase I – New Location	Church St	Garden Square Ln	Under Construction
Airport Blvd Extension Phase II – New Location	NC 54	Church St	Not Funded; Included in 2045-2055 decade of MTP
Davis Dr Widening	Development Dr	Morrisville-Carpenter Rd	Not Funded; Bus lanes included in the 2035-2045 decade of the MTP
Evans Rd	Aviation Pkwy	Weston Pkwy	Not Funded; Included in 2045-2055 decade of MTP
Louis Stephens Dr Widening	Poplar Pike Ln	McCrimmon Pkwy	Not Funded; Included in 2035-2045 decade of MTP
NC 54 Widening	Shiloh Glenn Dr	Perimeter Park Dr	Funded in 2026-2035 STIP/Estimated Construction Letting in 2028
	Perimeter Park Dr	Weston Pkwy	Not Funded; Included in 2035-2045 decade of MTP
	Weston Pkwy	NW Cary Pkwy	Not Funded; Converted to access management project in 2026 CTP Recommendations
	NW Cary Pkwy	Wilson Rd	Not Funded; Included in 2035-2045 decade of MTP
International Dr Extension	End of International Dr	Morrisville East Connector	Complete
Marcom Dr Extension	End of Marcom Dr	Paramount Pkwy	Not Funded/Removed from CTP Update Recommendations
Mason Farm Rd Extension	Screven Rd	Town Hall Dr Extension	Not Funded/Removed from CTP Update Recommendations
McCrimmon Parkway Widening	Davis Dr	Louis Stephens Dr	Not Funded; Included in 2035-2045 decade of MTP
Morrisville East Connector	Airport Blvd	McCrimmon Pkwy	Partially Complete/ Full roadway is committed
Odyssey Dr Extension	Trans Air Dr	McCrimmon Pkwy	Under Construction

ATTACHMENT 4: 2019 to 2026 CTP Roadway and Intersections Project Recommendations Status Report

Roadway Project	From	To	Status (August 2026)
Southport Dr Extension	Southcenter Ct	McCrimmon Pkwy	Complete
Stockton Gorge Rd Extension	Suffolk Green Ln	Town Hall Dr Extension	Not Funded/Removed from CTP Update Recommendations
Town Hall Dr Extension	McCrimmon Pkwy	Screven Dr	Not Funded/Removed from CTP Update Recommendations
Morrisville Parkway Access Management	Davis Dr	NC 54	Partially Funded; Included in new immediate-term CTP recommendations
Church Street Center Turn Lane	Mason Farm Rd	Carolina St	Not Funded; Included in near-term CTP recommendations
Southport Dr Extension	International Dr	McCrimmon Pkwy	Not Funded; Included in mid-term CTP recommendations
NC 885 Tollway Extension	NC 885	Davis Dr	Not Funded; Included in 2045-2055 decade of MTP and long-term CTP recommendations

Notes: Projects in black carry over from the 2019 CTP to the 2026 CTP recommendations; Projects in burnt orange were removed from the 2026 CTP recommendations; Projects in dark green were added to the 2026 CTP recommendations

ATTACHMENT 4: 2019 to 2026 CTP Roadway and Intersections Project Recommendations Status Report

2019 to 2026 CTP Intersections Project Recommendations Status

Intersection	Improvement	Status (October 2025)
Airport Blvd & NC 54	Grade Separation	Not Funded; Included in 2045-2055 decade of MTP
Crabtree Crossing Pkwy & Morrisville Pkwy	Intersection Improvements	Not Funded
Davis Dr & McCrimmon Pkwy	Intersection Improvements	Funded in 2026-2035 STIP/Estimated Construction Letting in 2028
Davis Dr & Morrisville-Carpenter Rd	Intersection Improvements	Not Funded
Davis Dr & Morrisville Pkwy	Intersection Improvements	Not Funded; Partially included in the Morrisville Parkway Access Management project in the immediate-term CTP recommendations
Davis Drive & Parkside Valley Dr	Intersection Improvements	Partially Funded; Pedestrian improvements included in McCrimmon Pkwy widening project from Davis Dr to Perimeter Park Dr (NCDOT STIP project U-5747)
McCrimmon Pkwy & Church St	Intersection Improvements	Funded in 2026-2035 STIP/Estimated Construction Letting in 2028
Morrisville-Carpenter Rd & NC 54	At-Grade Intersection Improvements	Funded in 2026-2035 STIP/Estimated Construction Letting in 2028 as part of Aviation Pkwy Widening Project
Morrisville-Carpenter Rd & NC 54	Grade Separation	Not Funded; Included in 2035-2045 decade of MTP
NC 54 & Keybridge Dr	Intersection Improvements	Design Funded/Not Approved by NCDOT
NC 54 & Morrisville Pkwy	Intersection Improvements	Not Funded; Partially included in the Morrisville Parkway Access Management project in the immediate-term CTP recommendations
NC 54 & NW Cary Pkwy	Intersection Improvements	Not Funded
Slater Rd & Carrington Mill Rd	Intersection Improvements	Not Funded

ATTACHMENT 4: 2019 to 2026 CTP Roadway and Intersections Project Recommendations Status Report

Intersection	Improvement	Status (October 2025)
Slater Rd & Sorrell Grove Church Rd	Intersection Improvements	Design Funded/Not Approved by NCDOT
Church St & Treybrooke Dr	Intersection Improvements	Not Funded; Included in immediate-term CTP recommendations
Church St & Jeremiah St	Intersection Improvements	Not Funded; Included in immediate-term CTP recommendations
Church St & Downing Glen Dr	Intersection Improvements	Not Funded; Included in immediate-term CTP recommendations
Downing Glen Dr & Town Hall Dr	Intersection Improvements	Not Funded; Included in immediate-term CTP recommendations

Notes: Projects in black carry over from the 2019 CTP to the 2026 CTP recommendations; Projects in burnt orange were removed from the 2026 CTP recommendations; Projects in dark green were added to the 2026 CTP recommendations



Morrisville Planning and Zoning Board
September 3, 2026 6:30 p.m.

NOTE: Minutes are summaries only, reflecting committee action and main points of discussion. For the meeting agenda, presentations, and other related agenda materials, click [here](#).

1. Call to Order

Chairman Langston called the meeting to order at 6:32 p.m.

Members Present

Chairman Lee Langston

Member Kristen Richardson

Member Aurthur Blue

Member Justin McAleer

Members Absent

Member Courtney Bonham

Alternate Member Narkie Nartey

Alternate Member Sushama Pradhan

Staff Present

Michele Stegall, Planning Director

Bret Martin, Transportation Project Manager

Giselle Rodriguez, Deputy Town Manager

2. Pledge of Allegiance

3. Adoption of September 2026 Agenda

Motion: *Member Richardson* made a motion to approve the September 2026 meeting agenda as submitted.

Second: *Member Blue* seconded the motion.

Vote: Unanimous

4. Public Comment

There were no public comments.

5. Approval of June 11, 2026, PZB Minutes

Motion: *Member Richardson* made a motion to approve June the 11th, 2026, minutes as submitted.

Second: *Member Blue* seconded the motion.

Vote: Unanimous.

6. Presentations

6.a Comprehensive Transportation Plan Update

Chairman Langston opened the meeting by welcoming new Board member *Justin McAleer*. The Board then moved directly into the main agenda item: an extensive update on the Comprehensive Transportation Plan (CTP) presented by *Transportation Project Manager Bret Martin*. *Transportation Manager Martin* began by outlining the greenway prioritization results, explaining that the prioritization framework was informed by guiding principles, public feedback, safety data, connectivity gaps, and external funding criteria. He highlighted several high-scoring segments, such as the Mills Spring Greenway, Lexie Lane Greenway, and Stirrup Iron Creek Greenway, and noted that while these segments ranked highly, prioritization does not necessarily indicate near-term implementation.

Transportation Manager Martin then reviewed the updated roadway cross-section schematics, describing proposed changes including added side paths, buffered bike lanes, adjusted lane widths, and cross-section modifications intended to accommodate future Bus Rapid Transit (BRT) corridors. He also explained that right-of-way conditions and requirements shaped many of the design decisions incorporated into the updated cross-sections.

Next, he provided an overview of the draft implementation plan, detailing:

- Assigned project responsibilities among the Town, NCDOT, CAMPO, and private developers;
- Recommended project timeframes across immediate, near-term, mid-term, and long-term horizons;
- Key funding considerations and feasibility constraints that influence project delivery.

Transportation Manager Martin concluded with a summary of upcoming intersection improvement priorities and brief updates on related ongoing transportation tasks, including development of roadway landscaping guidelines and the assessment of a potential signalized pedestrian crossing along Aviation Parkway.

Board Questions & Comments

Sidewalk vs. Side Path Use:

Members expressed uncertainty regarding where cyclists, particularly children, should ride as bike lanes are removed in certain corridors. *Member Richardson* asked whether additional public education or signage would be needed to help residents understand when side paths are appropriate for bicycle use.

Transportation Manager Martin clarified the functional difference between sidewalks and side paths, explaining that sidewalks are intended for pedestrians, while side paths are designed as shared facilities for both pedestrians and cyclists. He added that signage could assist in guiding appropriate use.

Railroad Pedestrian/Bicycle Crossings:

Members asked about the proposed crossings at Kits Creek Road and Barbee Road, confirming that both would be pedestrian bridge structures. Discussion focused on cost, feasibility, and the significant community benefit these connections would provide. Several members emphasized how essential these crossings are for neighborhoods currently isolated by the railroad. *Member McAleer*, who resides in the affected area, noted that the lack of safe and direct crossings severely limits connectivity and forces residents to drive long detours to reach nearby destinations. *Chairman Langston* added that any crossing provided should be designed to be appealing so residents naturally choose to use it, observing that people often cross anyway when a need exists. He also suggested considering a yellow-patterned crosswalk treatment, such as MUTCD-approved yellow crosshatching, to improve recognition and compliance at locations where “do not block the box” issues persist.

Cyclist Safety – Concrete Barriers:

Member Blue asked whether the Town had considered installing concrete safety barriers to protect cyclists, noting their effectiveness at preventing vehicles from encroaching into bike lanes. *Transportation Manager Martin* responded that such barriers could function well as curb-like separation but explained that the Town has generally opted for less costly separation methods. He noted the Town’s continued shift toward side paths, which provide separated bicycle facilities without the expense of installing concrete barriers, and emphasized the need to balance safety improvements with cost, practicality, and consistency across the broader transportation system.

Church Street Intersections:

Member Richardson questioned why certain Church Street intersections were included as priority locations for study, noting she had not personally observed congestion at those sites. *Transportation Manager Martin* explained that data show high congestion and vehicle delay, particularly during school-related morning traffic at Treybrooke Drive. He also reviewed anticipated impacts from future development, including Town Center growth and the arrival of new roadway connections such as the Airport Boulevard extension.

Aviation Parkway Pedestrian Crossing Near HSNC:

Member Richardson expressed uncertainty about the need for a pedestrian crossing in an area where “there is nothing to cross to.” *Transportation Manager Martin* clarified the existing relationship between HSNC events, Cedar Fork District Park access, and the increased pedestrian movement between these two locations. He also explained that the current pedestrian crossing farther south will be removed as part of the Aviation Parkway widening project, making a new crossing essential.

Concerns About Existing Intersections (e.g., Morrisville Parkway at Davis Drive):

Members expressed frustration regarding longstanding operational issues at Morrisville Parkway and Davis Drive, pointing to delays caused when drivers block intended movements from the right-turn lane. Members questioned why simple signage, modified lane-use restrictions, or improved pavement markings had not been implemented. *Transportation Manager Martin* noted that the intersection has already been evaluated through previous studies and that improvements, such as a dedicated right-turn lane, are included in the Morrisville Parkway Access Management project now underway. He clarified that most of the intersection lies outside the Town's jurisdiction, requiring coordination with NCDOT and limiting the Town's ability to implement quick, low-cost operational fixes.

Long-Term Connectivity:

The Board also briefly discussed long-term connectivity limitations related to the Town Center area and nearby developments, noting the importance of future roadway and greenway connections to support anticipated growth.

7. Old Business

There was no old business.

8. New Business

The Board unanimously voted to recommend *Kristen Richardson* as the new Vice Chair. This recommendation will be forwarded to the Town Council for consideration.

9. Staff Comments

Planning Director Stegall reviewed the July - August 2026 Planning Press Newsletter.

10. Board Comments

The Board thanked staff for tonight's presentation.

11. Adjournment

Motion: *Member Richardson* made a motion to adjourn the meeting.

Second: *Member McAleer* seconded the motion.

Vote: Unanimous

Meeting adjourned at 8:03 p.m.

Lee Langston
Planning and Zoning Board Chairman

Brooke Dodson
Secretary to the Board

Date

Date

Morrisville CTP Update

Town Council Meeting
September 22, 2026

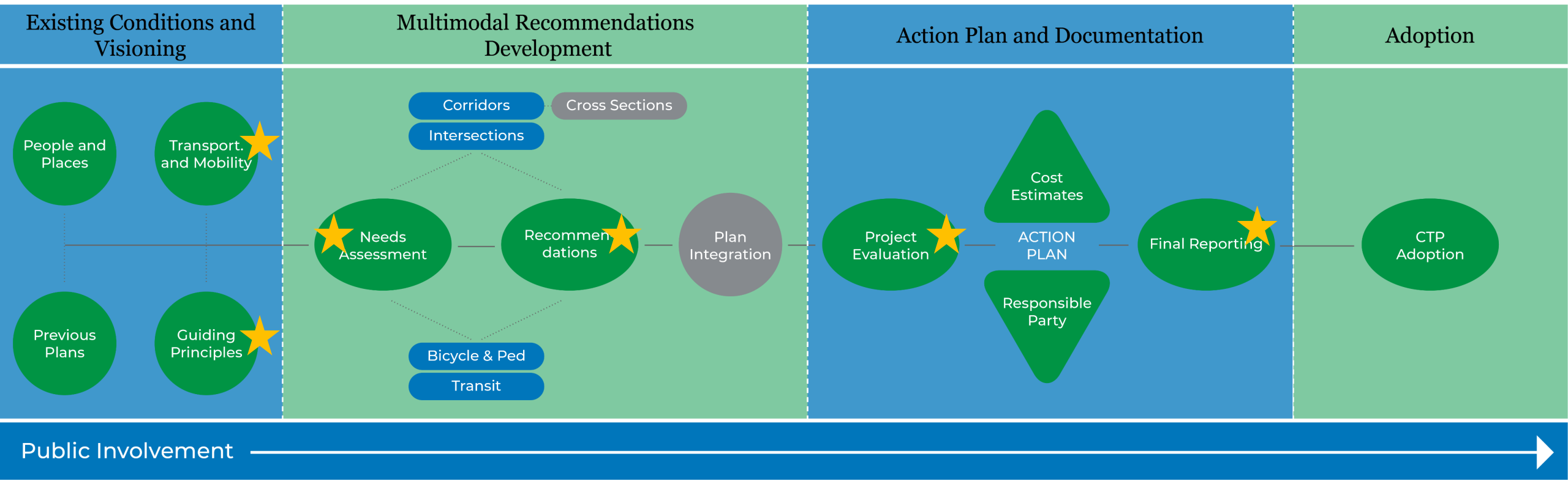
Bret Martin, AICP
Transportation Project Manager

September 22, 2026

Agenda

1. Greenway Prioritization
2. Roadway Cross-Section Schematics
3. CTP Draft Implementation Plan
4. Priority Intersection Assessment Study
5. Briefing on Town Roadway Landscaping Guidelines and Aviation Parkway Signalized Pedestrian Crossing Assessment
6. Next Steps
7. Town Council Discussion and Feedback

Overall CTP Update Process



August 2025-January 2026

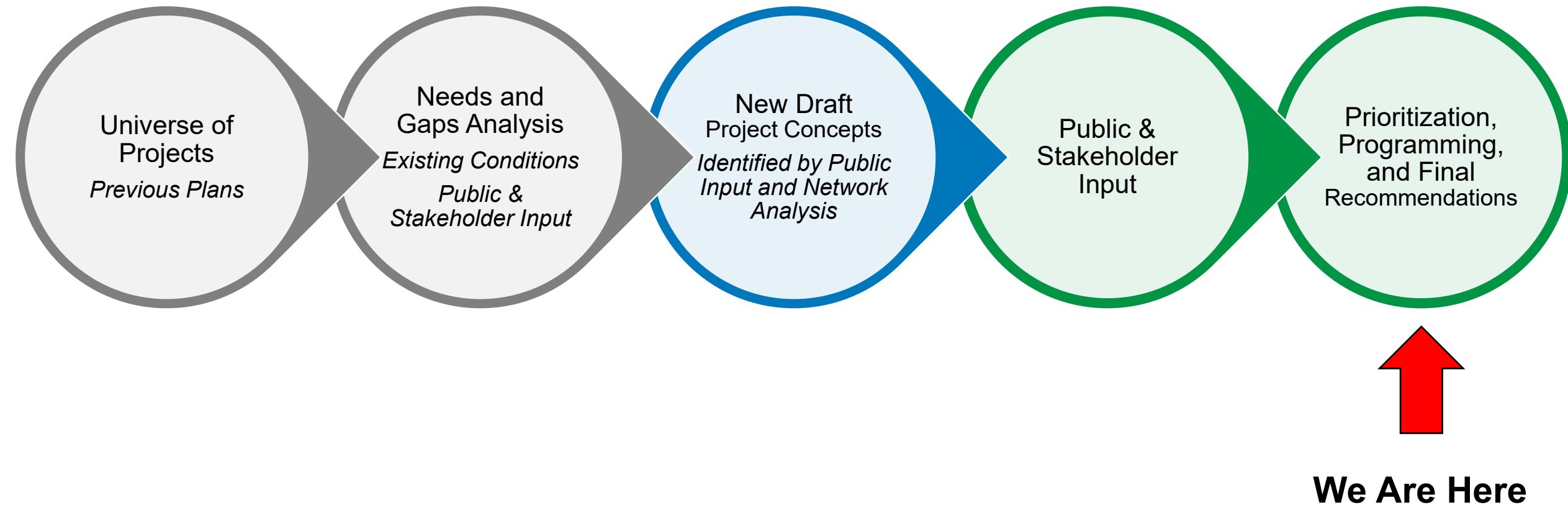
January-August 2026

By End of 2026

★ Active Public Input Solicitation

We Are Here

Project Recommendations Development Process



Greenway Prioritization

Greenway Project Evaluation/Prioritization Framework

- Informed by:
 - CTP guiding principles;
 - Public, stakeholder, Planning & Zoning Board (PZB), and Town Council feedback;
 - Deficiencies identified from existing conditions; and
 - Funding program criteria and areas of emphasis [NCDOT Strategic Transportation Investments and Prioritization (STI/SPOT) and CAMPO Locally Administered Project Program (LAPP)]
- Balances the interests of the Town with those of external funding parties to better position improvements for funding opportunities
- External funding parties focus on safety (i.e., crashes and crash severity), cost-effectiveness, demand based on density, accessibility/connectivity, overcoming major barriers (e.g, railroads, limited-access highways), and filling gaps through a balanced local/regional lens
- Additional Town focus on access to recreation, educational opportunities, community points of interest, and transit through a local lens

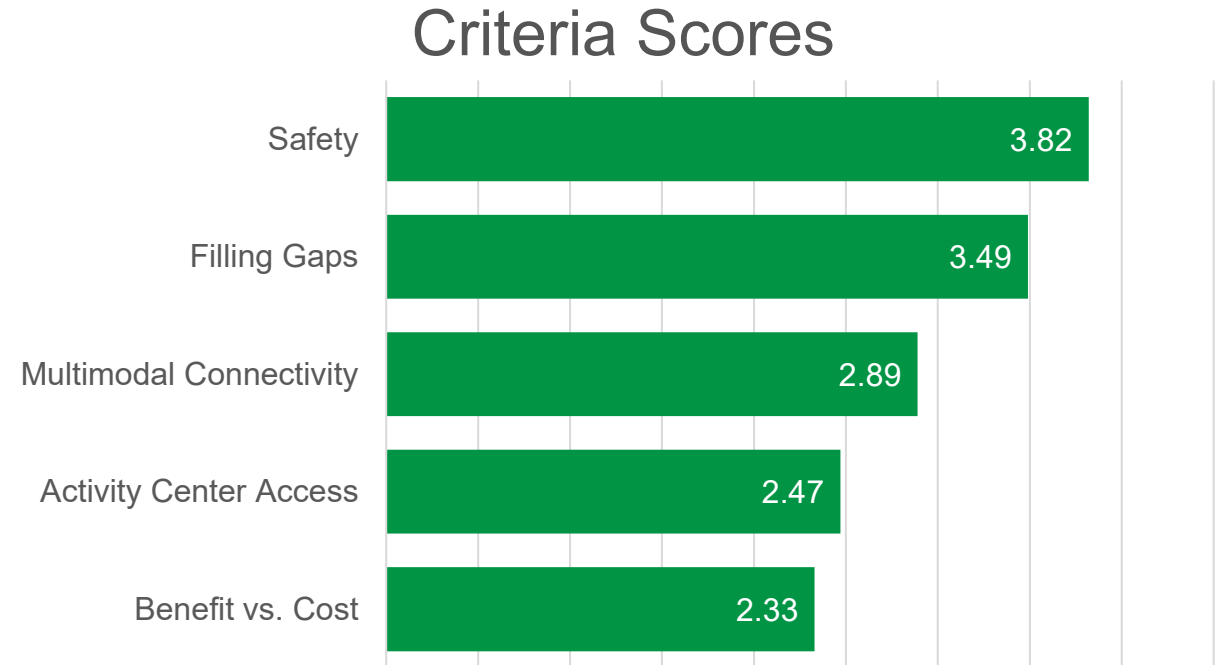


Morrisville
Live connected. Live well.

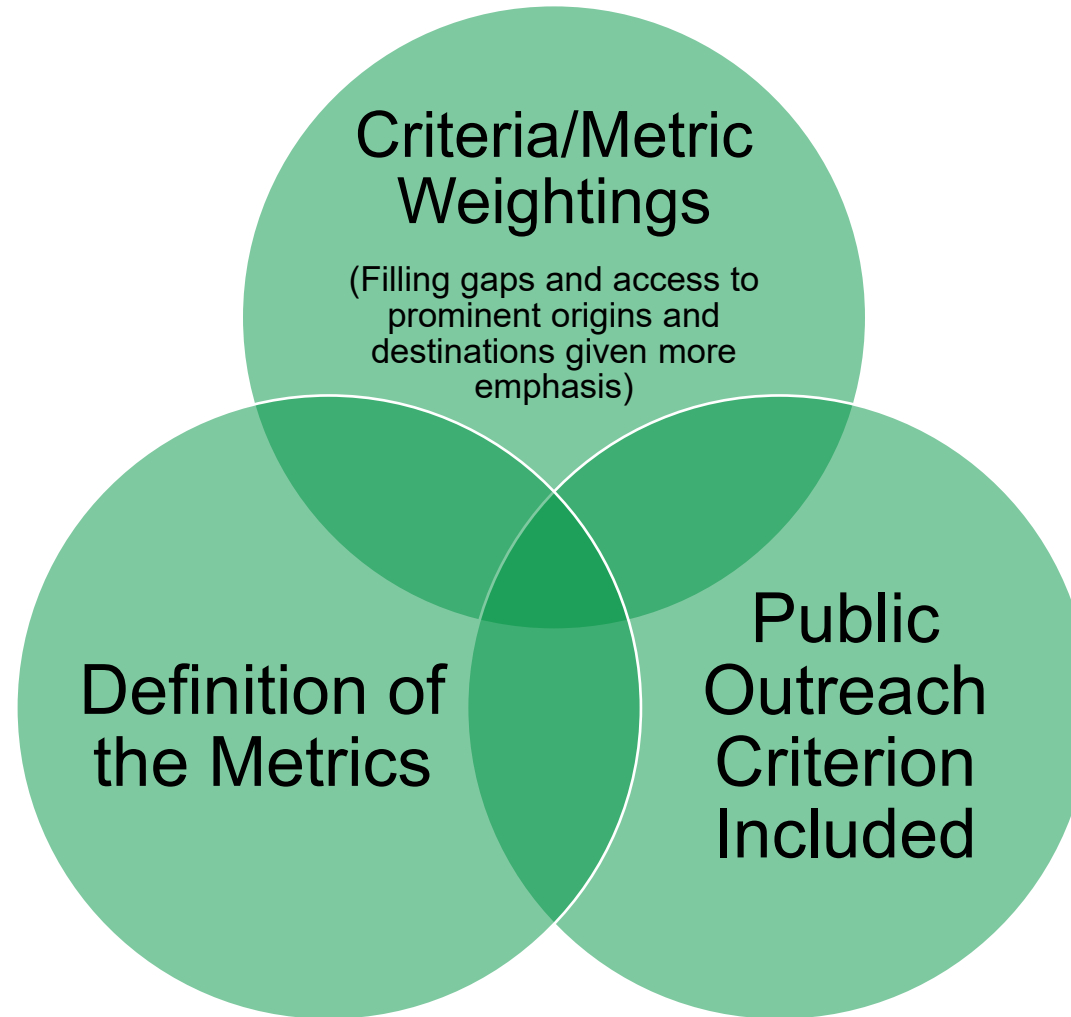
Key Survey Results | Bicycle/Pedestrian Priorities

Which of the following criteria are most important for Bicycle and Pedestrian projects?

- 1**: Safety
- 2**: Filling Gaps in Existing Network
- 3**: Multimodal Connectivity
- 4**: Activity Center Access
- 5**: Benefit vs. Cost



Public Outreach Results' Influence on Prioritization



Greenway Prioritization Criteria and Weighting

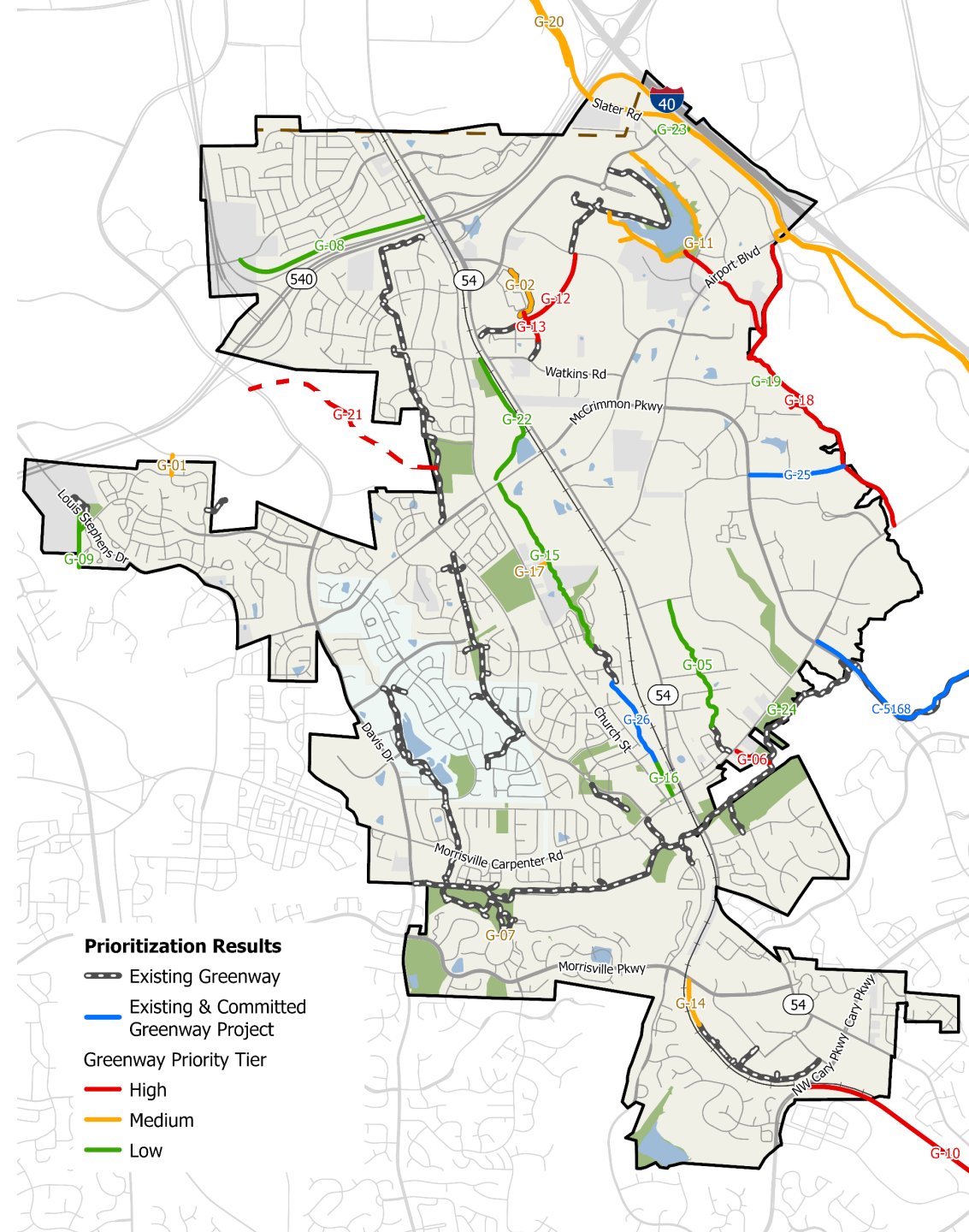
Criterion	Brief Description	Project Prioritization Criteria Weights
Greenway Connectivity	Whether project creates new link in greenway network, as well as the number of links it adds to the existing sidepath and greenway network	20%
Access to Community Points of Interest	Number of community points of interest accessible along the greenway segment	10%
Access to Recreation	Number of outdoor and indoor recreation opportunities accessible along the greenway segment	10%
Access to Education	Number of educational opportunities accessible along the greenway segment	10%
Access to Transit	Whether the greenway segment supports access to public transportation	10%
General Accessibility	Population density of catchment area served by greenway segment	10%
Benefit-Cost	Value of greenway segment relative to its cost	10%
Planning Consistency	Whether greenway segment is included in previous transportation plans	10%
Public Outreach	Level of community interest and feedback provided on greenway segment	10%

Criteria and weighting informed by public and stakeholder input, CTP guiding principles, deficiencies identified from analysis of existing conditions, and emphasis on criteria from external funding programs for transportation projects as reflected in slide #6 and in materials for April PZB and Town Council meetings

Greenway Prioritization Results

- Attachment 1 in Agenda Packet
- Highest priorities are greenway segments that provide completely new connections not served by alternative means or involve connections to more activity centers
- Highest Priority Scores Include:
 - G-12: Mills Spring Greenway from Paramount Pkwy to Transformation Rd/Wake Tech
 - G-21: Proposed Church St Park/RTP Greenway
 - G-10: Lexie Lane Greenway from NW Cary Pkwy to NW Maynard Rd
 - G-18: Stirrup Iron Creek Greenway from Sorrell Grove Church Rd to Aviation Pkwy
 - G-13 and G-06: Connectors to Mills Spring Greenway and Fairview Greenway, respectively

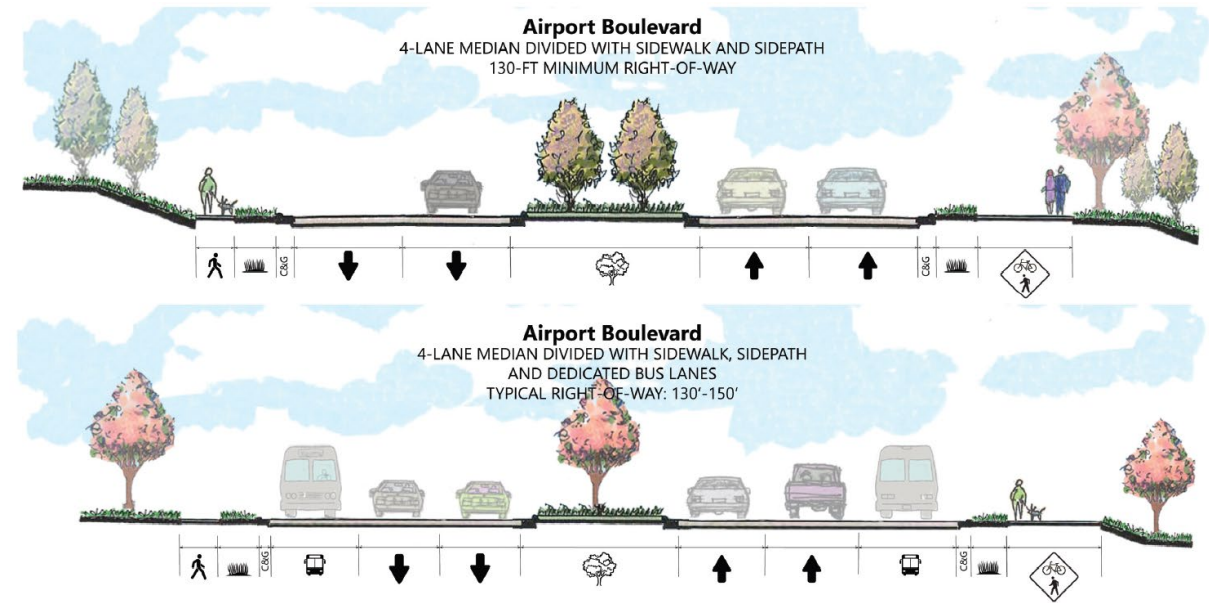
Note: Prioritization is a tool for project programming and is one among many factors that drives recommendations for the order of project delivery.



Roadway Cross-Section Schematics

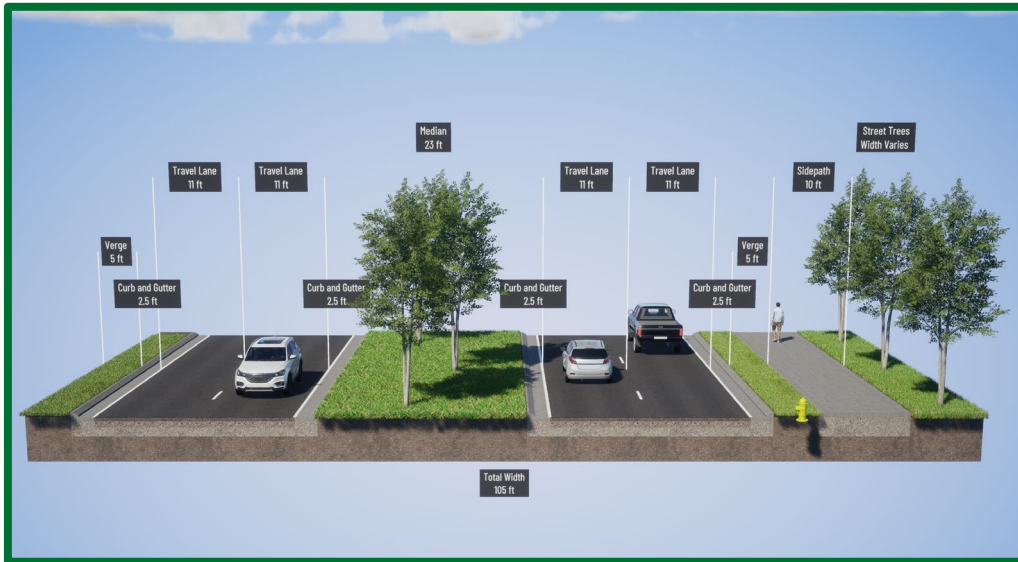
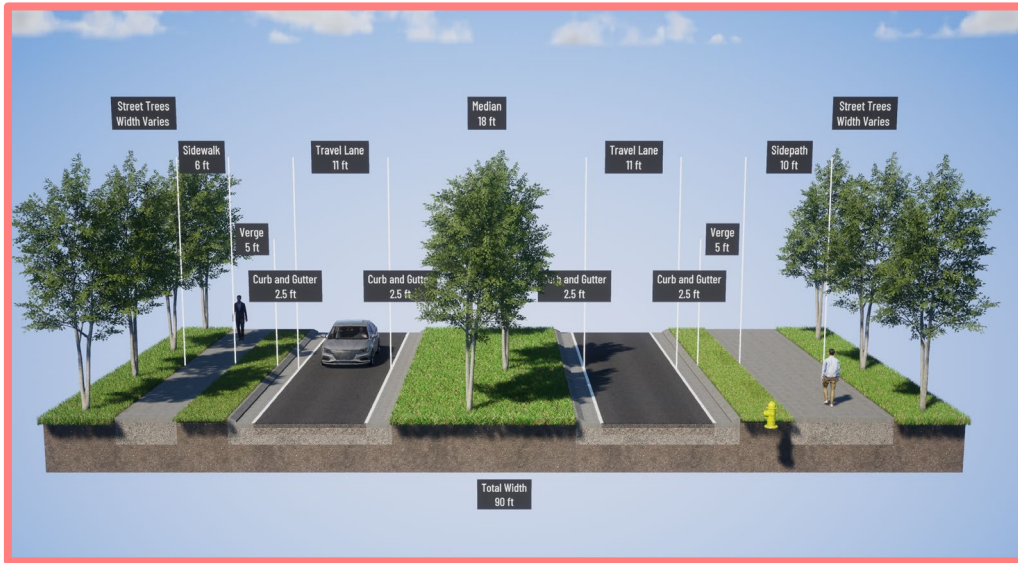
Purpose of Roadway Cross Sections

- Clarify what each street is designed to do
- Provide a guide for future infrastructure development
- Improve safety and accessibility for all users
- Align street design with land use and community character
- Set clear, predictable expectations for developers (e.g., for how new roadways or roadway frontage improvements should be built)
- Balances NCDOT's interests with the Town's



Cross Section Overview

- Attachment 2 in Agenda Packet
- 19 Total Cross-Sections with 5 Cross-Section Bases
 - 2-lane Undivided
 - 2-lane Divided
 - 3-lane Undivided
 - 4-lane Divided
 - 6-lane Divided
- Various configurations of sidewalks, sidepaths, bike lanes, and on-street parking added to the 5 bases
- Determined by existing conditions, the Universe of Projects, regional transportation planning efforts, and public, PZB, and Town Council feedback
- Right-of-way needs for all updated cross-sections fall within applicable previous cross-section right-of-way ranges but all are above the minimum of the range
- Specific sides of roadway elements for segments with asymmetrical configurations will be noted in CTP document



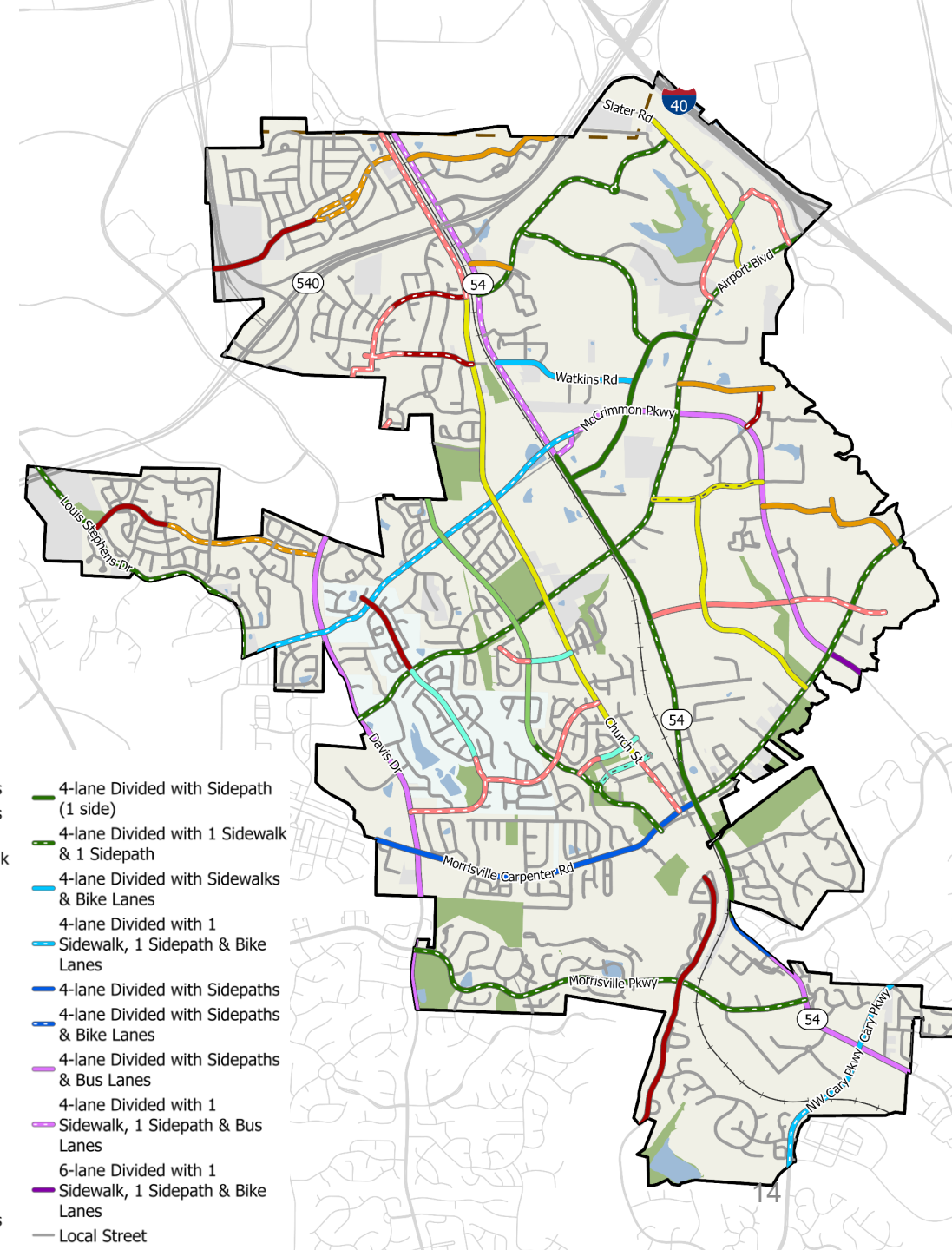
Note: Roadway cross-section renderings above are for general illustrative purposes only

Notable Changes to Roadway Cross-Section Assignment from June Town Council Meeting

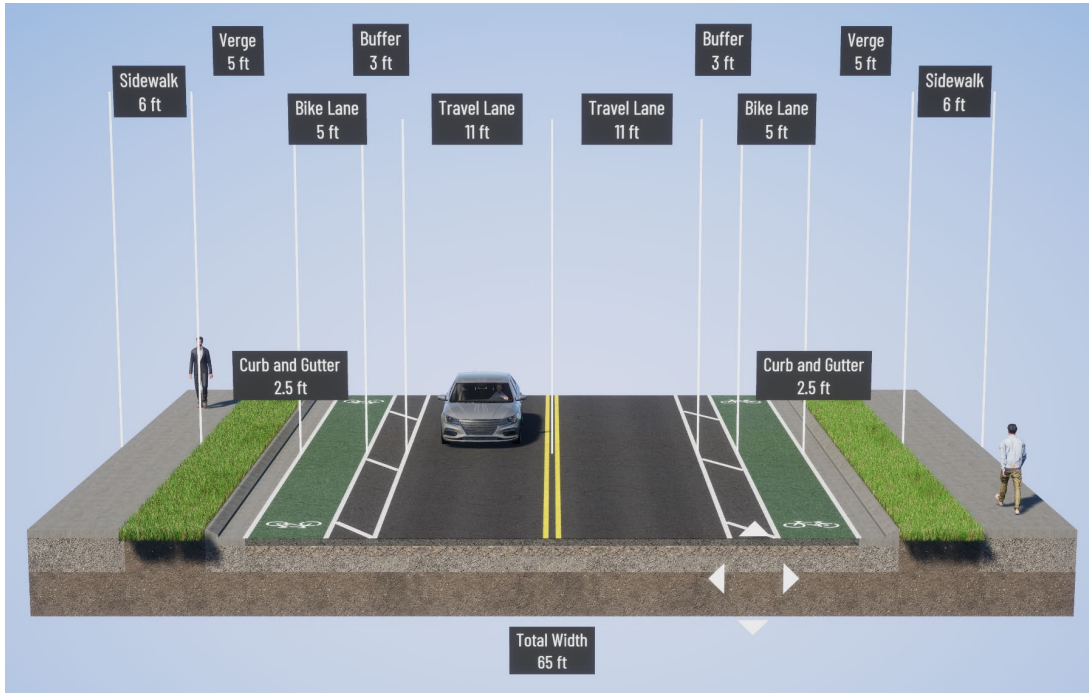
- Bus lanes added to accommodate Wake BRT: Western Corridor Extension (NC 54/Weston Pkwy/Evans Rd/McCrimmon Pkwy/NC 54)
 - Ultimate solution of additional bus lanes and sidepaths with no bike lanes on McCrimmon Pkwy
 - Bike lanes and sidepaths to remain on McCrimmon Pkwy until bus lanes are implemented
- Morrisville-Carpenter Road includes sidepaths on both sides with an interim solution of including bike lanes
- Church St is 3-lane undivided from Carolina St to Mason Farm Rd and 2-lane undivided north of Mason Farm Rd
- Town Hall Drive extension and roadway connection between Providence Place and Davis Drive removed

Cross Sections

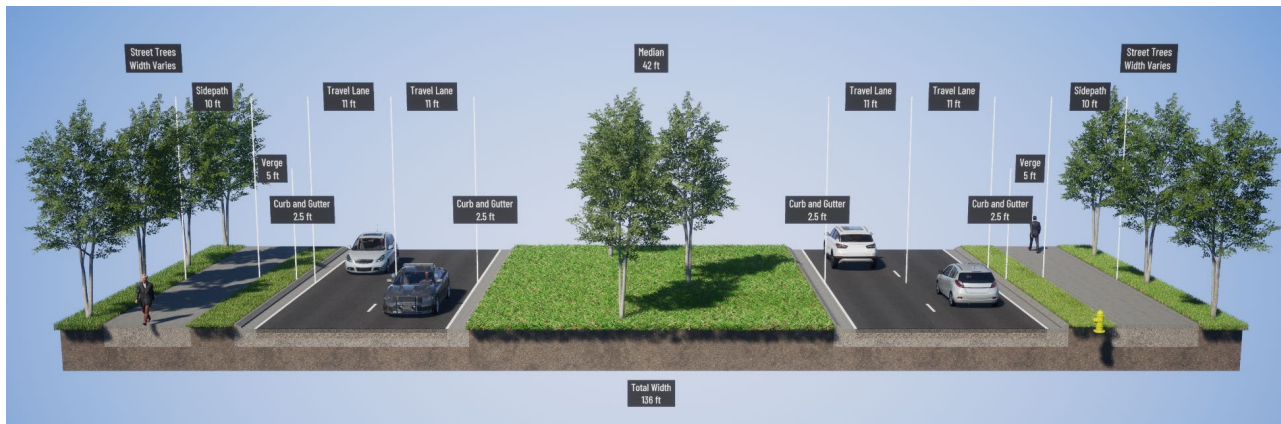
2-lane Divided with Sidewalks	4-lane Divided with Sidepath (1 side)
2-lane Divided with Sidewalks & Bike Lanes	4-lane Divided with 1 Sidewalk & 1 Sidepath
2-lane Divided with 1 Sidewalk & 1 Sidepath	4-lane Divided with Sidewalks & Bike Lanes
2-lane Undivided with Sidewalks	4-lane Divided with 1 Sidewalk, 1 Sidepath & Bike Lanes
2-lane Undivided with Sidewalks & Parking (1 side)	4-lane Divided with Sidepaths
2-lane Undivided with Sidewalks & Parking	4-lane Divided with Sidepaths & Bike Lanes
2-lane Undivided with Sidewalks & Bike Lanes	4-lane Divided with Sidepaths & Bus Lanes
2-lane Undivided with 1 Sidewalk & 1 Sidepath	4-lane Divided with 1 Sidewalk, 1 Sidepath & Bus Lanes
3-lane Undivided with Sidewalks	6-lane Divided with 1 Sidewalk, 1 Sidepath & Bike Lanes
3-lane Undivided with Sidewalks & Bike Lanes	
4-lane Divided with Sidewalks	



Other Important Cross-Section Notes



- Bike lanes on all applicable cross-sections are 5 feet with a 3-foot buffer
- Travel lanes are 11 feet wide
- Sidewalks are 6 feet wide
- Sidepaths are 10 feet wide
- Verges are 5 feet wide
- Center turn lanes are 12 feet wide
- 2-lane divided roadway medians are 18 feet wide
- 4-lane divided roadway medians are 23 feet wide
- On-street parking is 8 feet wide
- Bus lanes are not assigned to a specific side of roadway, and roadway sections with bus lanes are assumed to be taken from 42-foot medians with bus lane implementation



CTP Implementation Plan

Implementation Plan



Who?

- ▶▶ Town of Morrisville
- ▶▶ NCDOT
- ▶▶ CAMPO
- ▶▶ Developer Coordination
- ▶▶ Neighboring Jurisdiction



When?

- ▶▶ Immediate Term
(5 Years)
- ▶▶ Near Term
(10 Years)
- ▶▶ Mid Term
(15 Years)
- ▶▶ Long Term
(20+ Years)



How?*

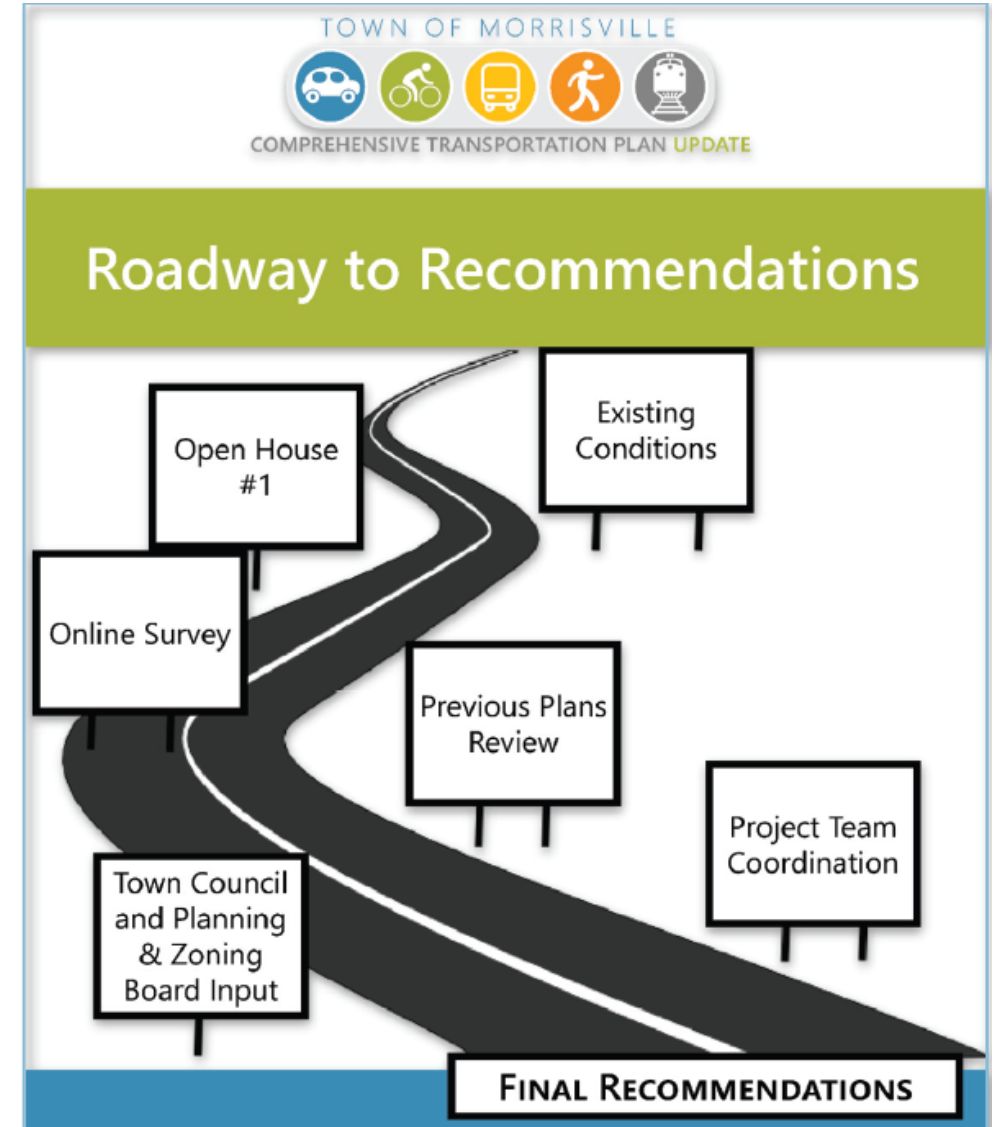
- ▶▶ STIP or LAPP Funding (State/Federal)
- ▶▶ Town Capital Improvement Program
- ▶▶ Developer / Payment in Lieu
- ▶▶ Discretionary Grants

*Also includes how projects are defined into implementable segments and strategies for delivering them; additional funding sources include Wake Transit funding and federal transit formula funds

Provided as Attachment 3

Implementation Plan Background Notes

- Project Prioritization **IS NOT** Project Programming
 - Prioritization is a tool used to identify greatest needs based on current conditions, regardless of feasibility
 - Programming is informed by prioritization but is also influenced by factors such as funding availability, project readiness, project efficiencies, partner coordination, planned future conditions, implementation feasibility, and others
- Who, when, and how projects are recommended for delivery, and project feasibility and funding sources assumed, are influenced by the scale and cost of projects
 - Smaller projects → More suitable for Town funding and implementation
 - Larger projects → More suitable for external funding sources and external agency implementation
- Most bike/ped projects in roadway rights-of-way to be provided over time with development or implemented with roadway projects
- Implementation plan builds from 2019 CTP projects and progress to date (Attachment 4 in agenda packet)



Immediate Term

(Within 5 years)

Intersection Improvements

- Slater Rd at Sorrell Grove Church Rd*
- NC 54 at Morrisville Pkwy
- NC 54 at Keybridge Dr*
- Church St at Treybrooke Dr
- Church St at Jeremiah St
- Downing Glen Dr at Town Hall Dr

- Church St at Downing Glen Dr
- Davis Dr at Morrisville Carpenter Rd

Roadway Project

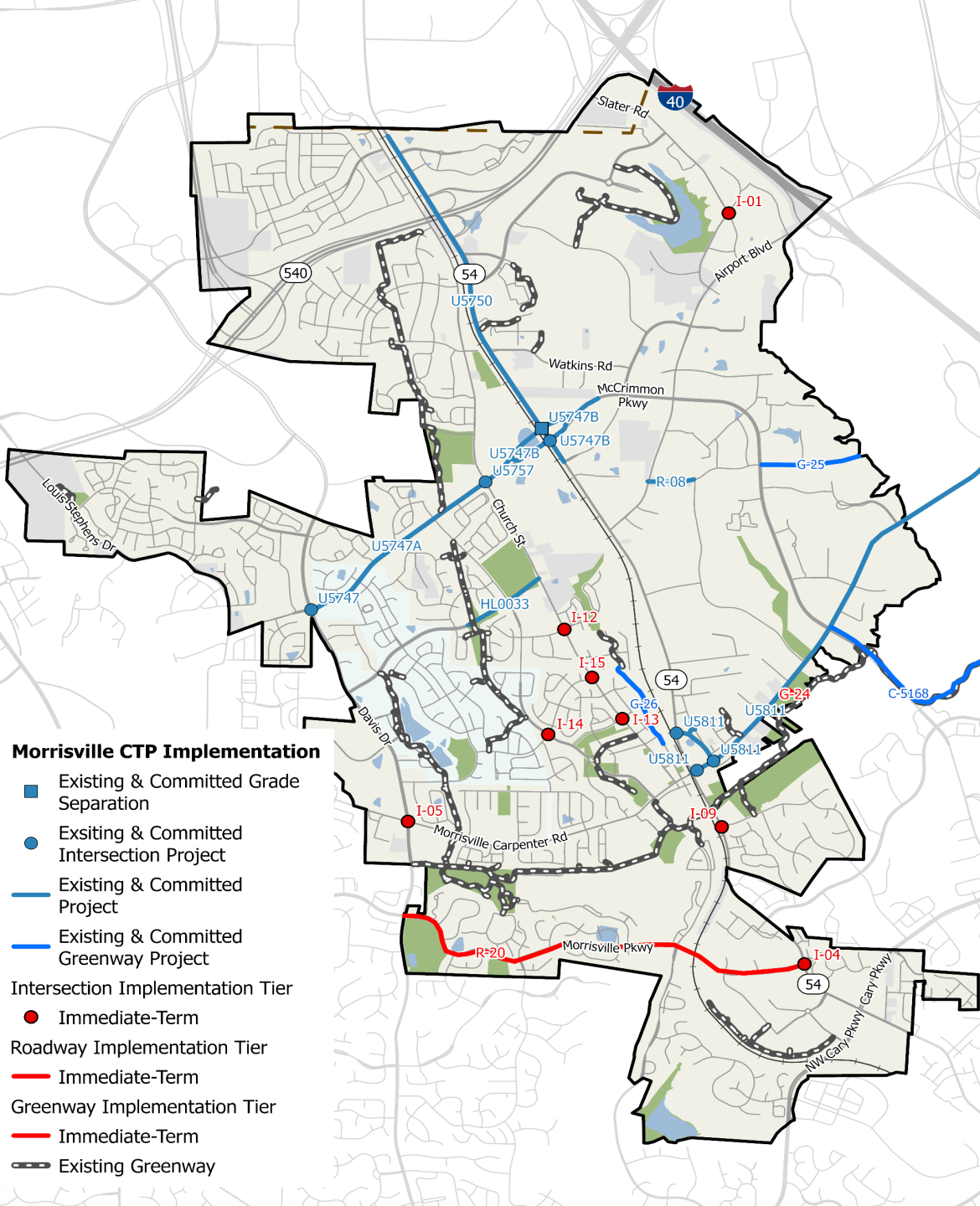
- Morrisville Parkway Access Management**

Greenway Project

- Crabtree Creek Greenway Connector

*Previously developed recommended signalization improvements that were coordinated with NCDOT and did not receive approval

**Includes some intersection improvements at Morrisville Parkway/Davis Drive intersection



Near Term

(Within 10 years)

Intersection Improvements

- NC 54 at NW Cary Pkwy
- Slater Rd at Carrington Mill Blvd
- Davis Dr at Parkside Valley Dr

Roadway Projects

- Church St Center Turn Lane (*Mason Farm Rd to Carolina St*)

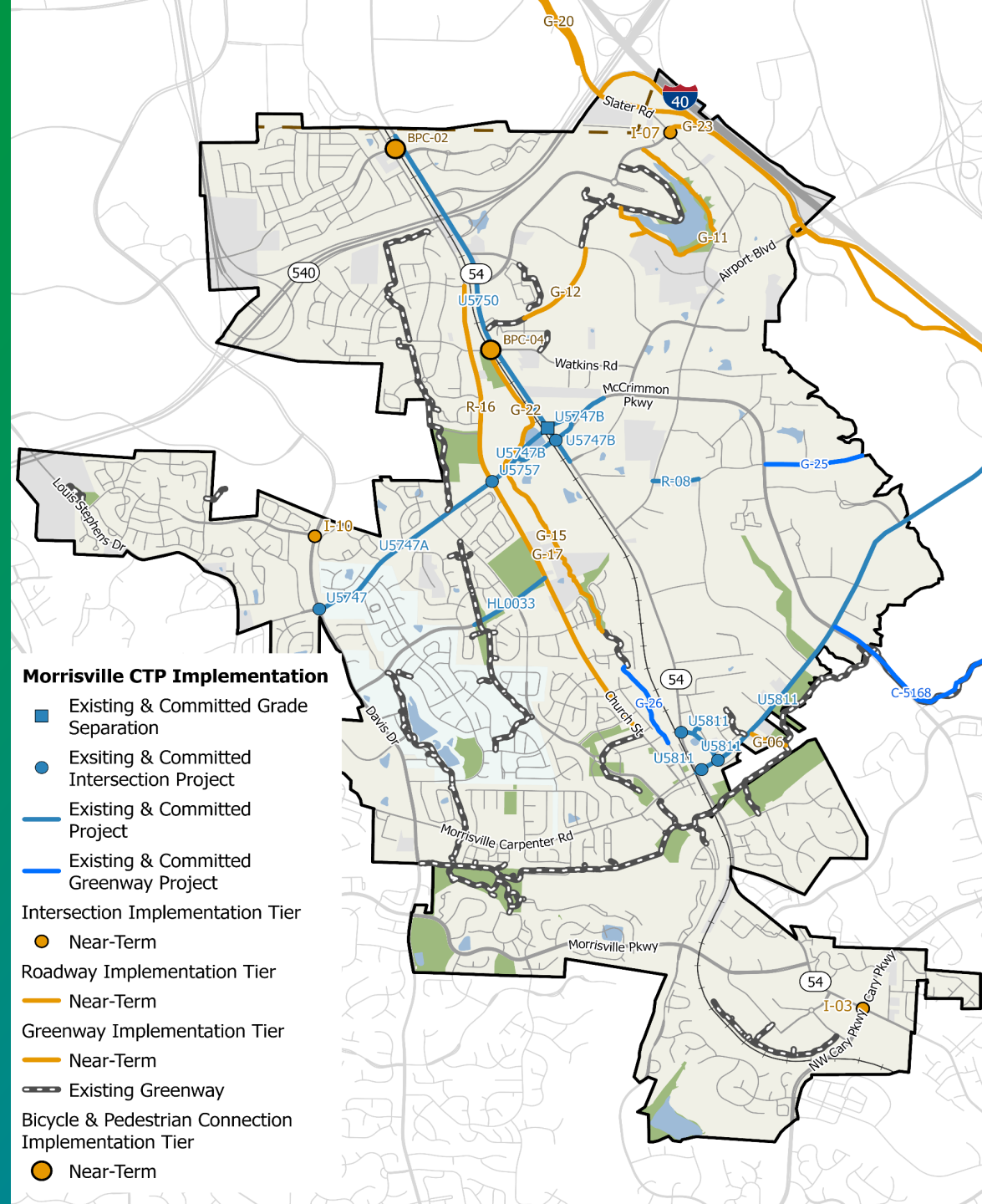
Greenway Projects

- Fairview Greenway Connector
- Stirrup Iron Creek Greenway (*Mill Spring to Carrington Mill*)

- Mills Spring Greenway (*Transformation Rd/Wake Tech to Paramount Pkwy*)
- Saw Mill Creek Greenway and Connector (*Barbee Rd to existing Saw Mill Creek Greenway*)
- Triangle Bikeway and Connector

Bicycle/Pedestrian Connections

- Kitts Creek Rd to NC 54
- Barbee Rd to NC 54



Mid Term

(Within 15 years)

Roadway Projects

- NC 54 Access Management (*Cary Pkwy to Weston Pkwy*)
- NC 54 Widening (*Weston Pkwy to Aviation Pkwy*)
- Airport Blvd Extension Phase 2 (*NC 54 to Church St*)*
- Airport Blvd Access Management
- McCrimmon Pkwy Extension Widening (*Davis Dr to Louis Stephens Dr*)
- NC 54 Widening (*NW Maynard Rd to NW Cary Pkwy*)

- Southport Dr Extension

Greenway Projects

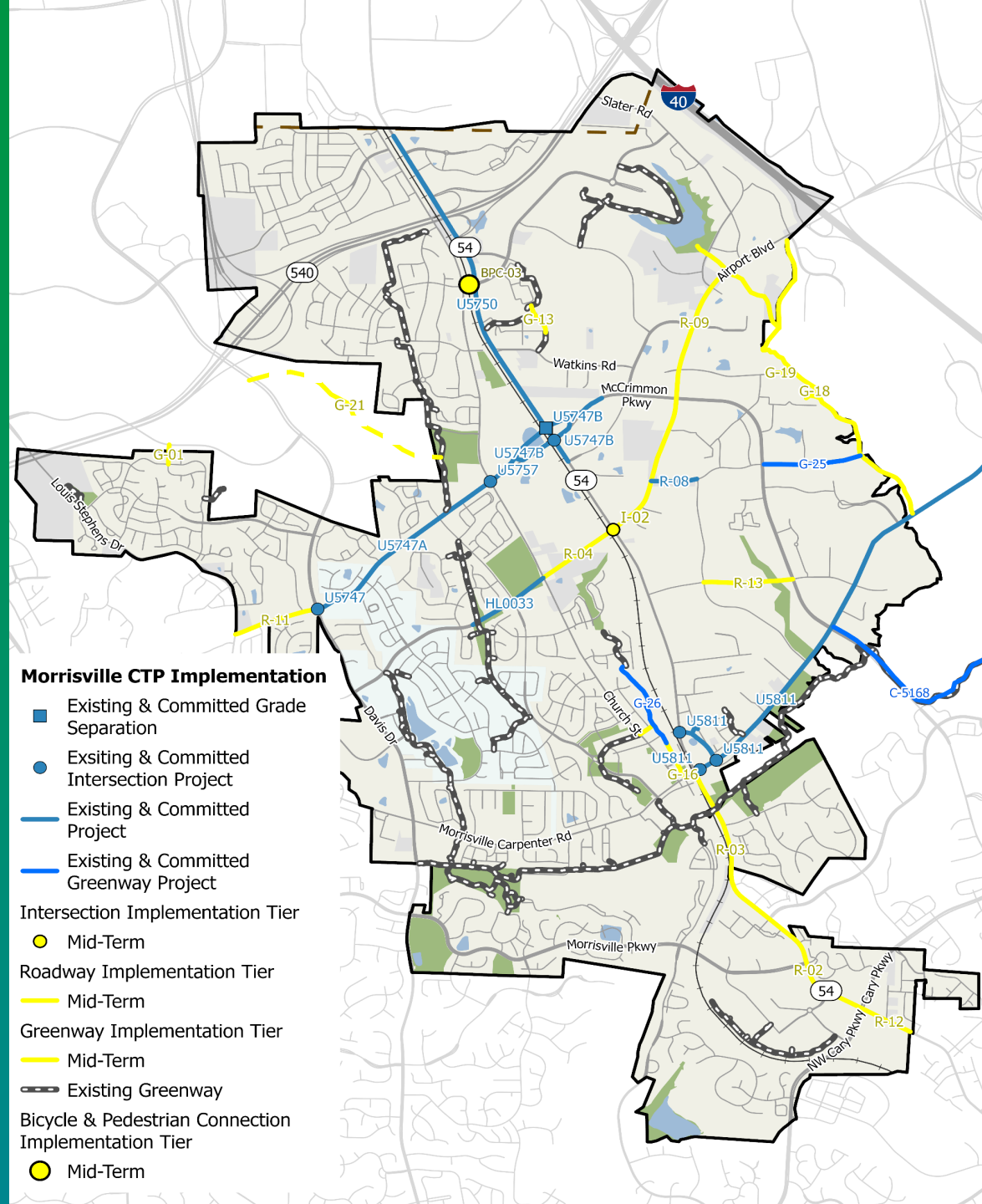
- Mills Spring Greenway
- Stirrup Iron Creek Greenway
- Proposed RTP Greenway**

Bicycle/Pedestrian Connection

- Mason Farm Rd to NC 54

*Includes NC 54 at Airport Blvd grade separation

**In coordination with Research Triangle Foundation and property owners



Long Term (20+ Years)

Roadway Projects

- Evans Rd Widening
- NC 54 Widening
(*Aviation Pkwy to McCrimmon Pkwy*)
- I-40 Managed Lanes
- Davis Dr Widening for BRT
- Louis Stephens Dr Widening
- NC 885 Tollway Extension

Greenway Projects

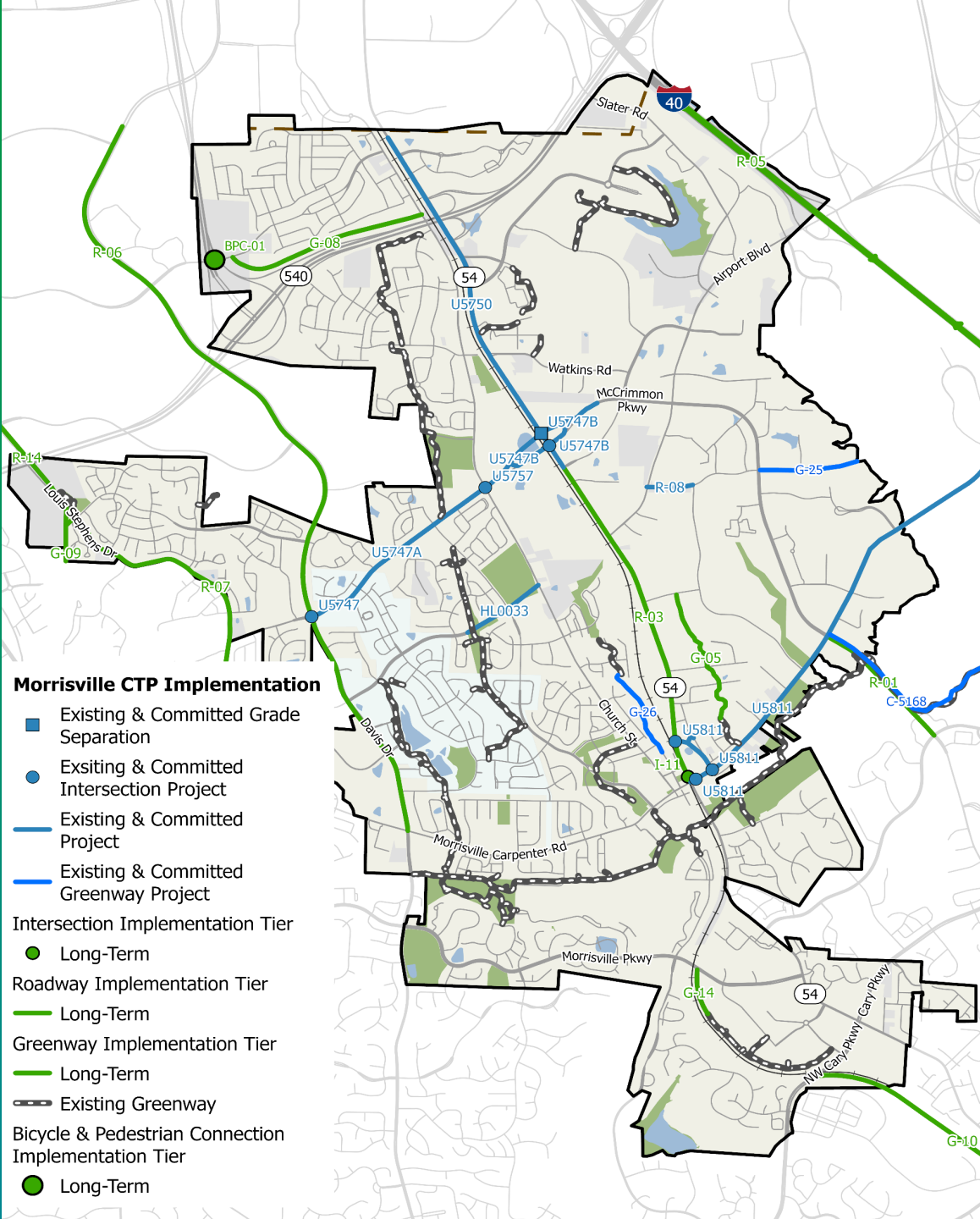
- Fairview Greenway
- Kitt Creek Greenway
- Lexie Lane Greenway
- Park West Village Greenway

Bicycle/Pedestrian Connection

- Kit Creek Rd across NC 885

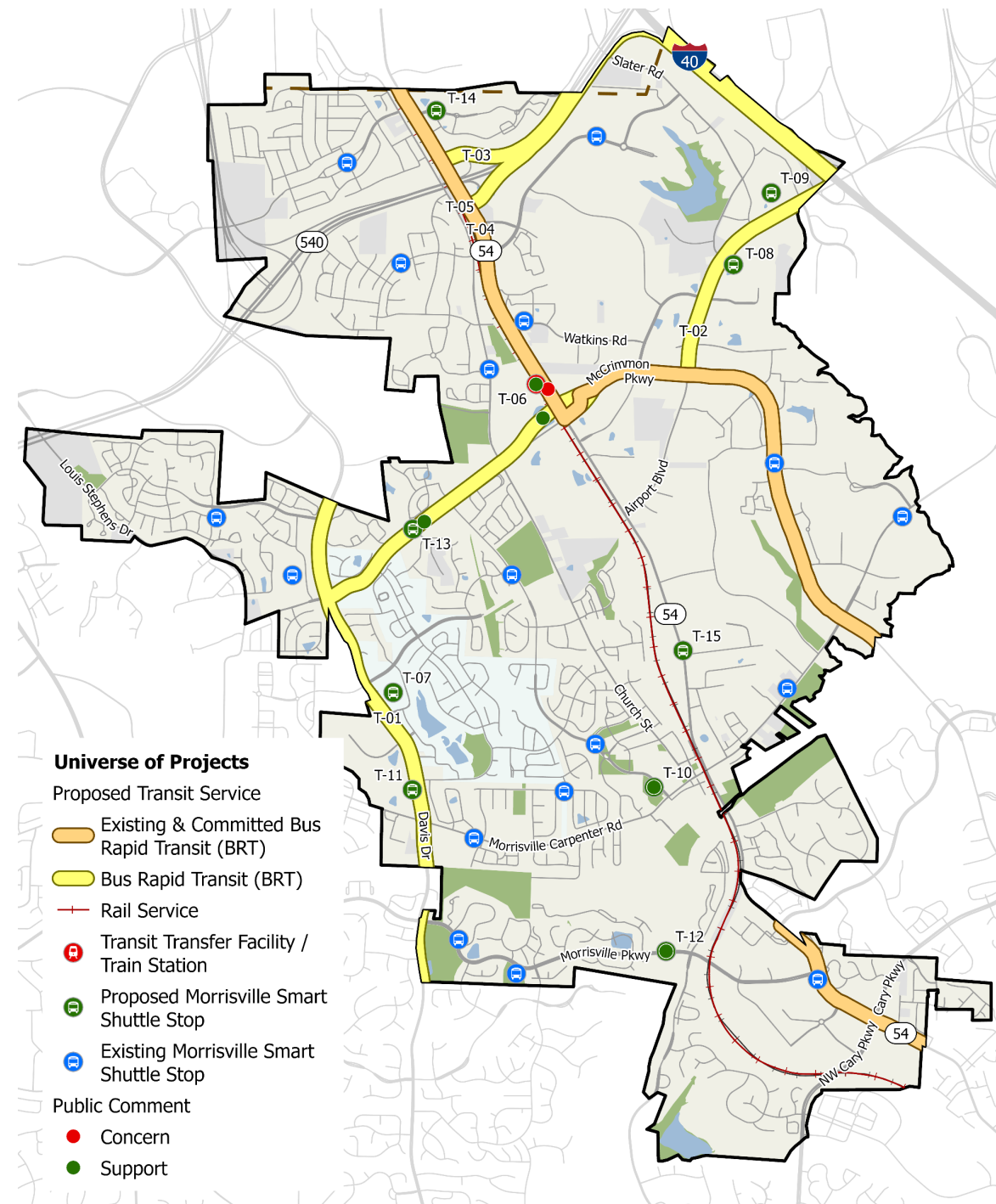
Intersection Improvements

- Aviation Pkwy/Morrisville Carpenter Rd at NC 54



Public Transit Projects

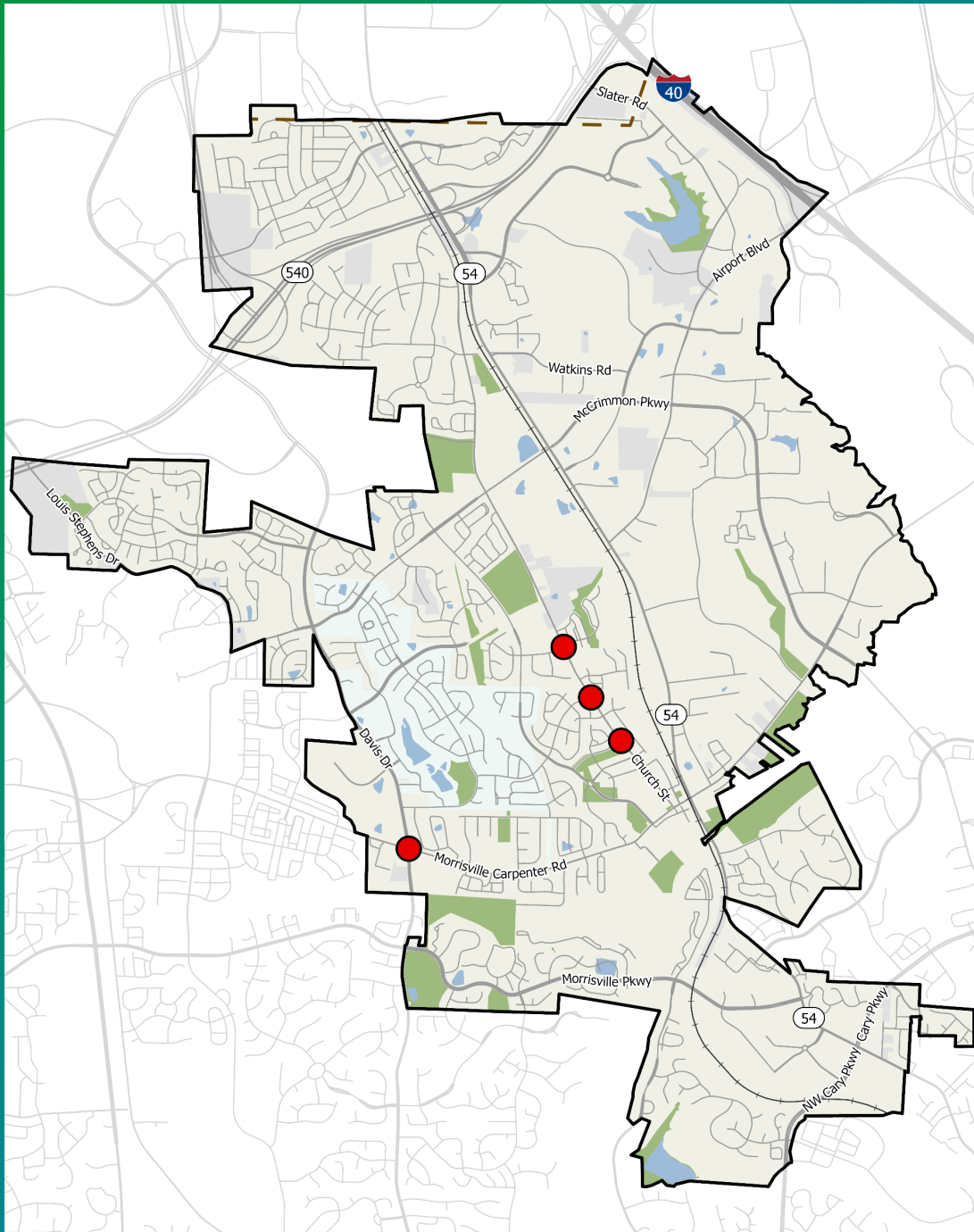
- Bus Rapid Transit (BRT) Projects and transit transfer facility programmed to be implemented based on their inclusion in 2055 Metropolitan Transportation Plan (MTP) horizon years and/or inclusion in Wake County Transit Plan
 - Wake BRT: Western Corridor Extension – by 2035 (near-term)
 - Davis Drive BRT – by 2045 (long-term)
 - Airport Blvd BRT – by 2055 (long-term)
 - Transit Transfer Facility – 2045 onward (long-term)
- Morrisville Smart Shuttle node locations to be programmed based on node prioritization plan to be considered by Town Council this fall
 - 4-5 nodes in 2027 (immediate-term)
 - Additional nodes by end of 2029 (immediate-term)



Priority Intersection Assessment Study

Priority Intersections Recommended for Study

- Derived from intersection prioritization through CTP update process and from other planning efforts (e.g., Morrisville in Motion Safety Action Plan)
- Emphasis on intersections with significant safety or uncontrolled congestion issues for which the Town has likelier technical capacity to address
- Study to occur October 2026 – February 2027
- Davis Drive at Morrisville Carpenter Rd
- Church Street at:
 - Treybrooke Drive
 - Jeremiah Street
 - Downing Glen Drive



Church Street Intersections



Treybrooke Drive

- Highest congestion score for all intersections evaluated for the CTP update
- High bike/ped and benefit-cost score from CTP update intersection prioritization



Jeremiah Street

- Tied for 2nd highest congestion score for all intersections evaluated for the CTP update
- Tied for highest bike/ped score for all intersections evaluated for the CTP update



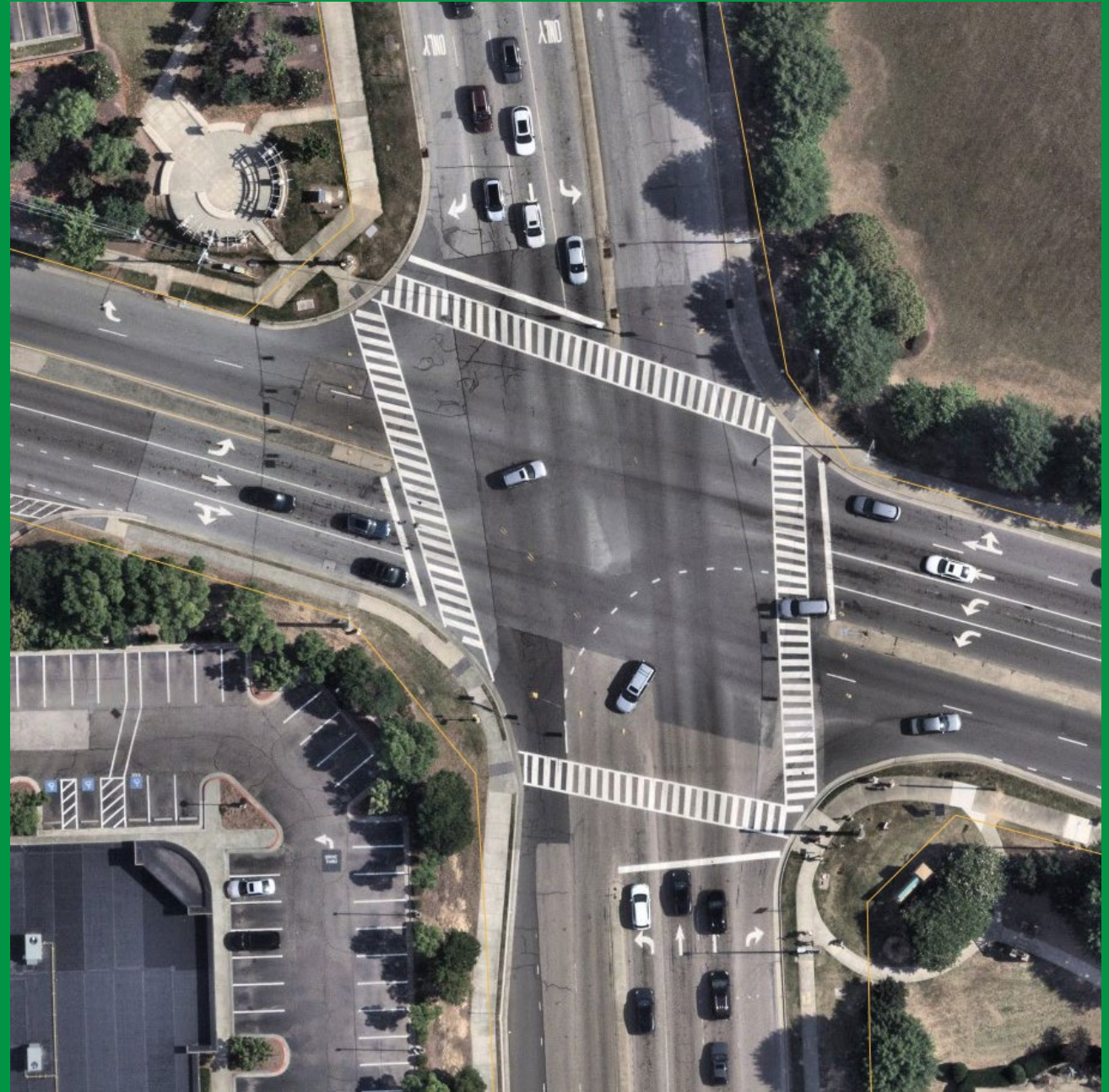
Downing Glen Drive

- Tied for 2nd highest congestion score for all intersections evaluated for the CTP update
- Highest benefit-cost and bike/ped scores for all intersections evaluated for the CTP update

For all 3, concern with future traffic on Church Street with construction of Town Center, Airport Blvd extension, TOD, and other development

Morrisville Carpenter Road at Davis Drive

- Highest CTP update safety score for intersections that are not already planned through NCDOT projects for improvement
- Identified in Morrisville in Motion Safety Action Plan as a priority intersection to be targeted for safety review and programming within the first 5 years of safety action plan adoption
- High activity center score in CTP update prioritization

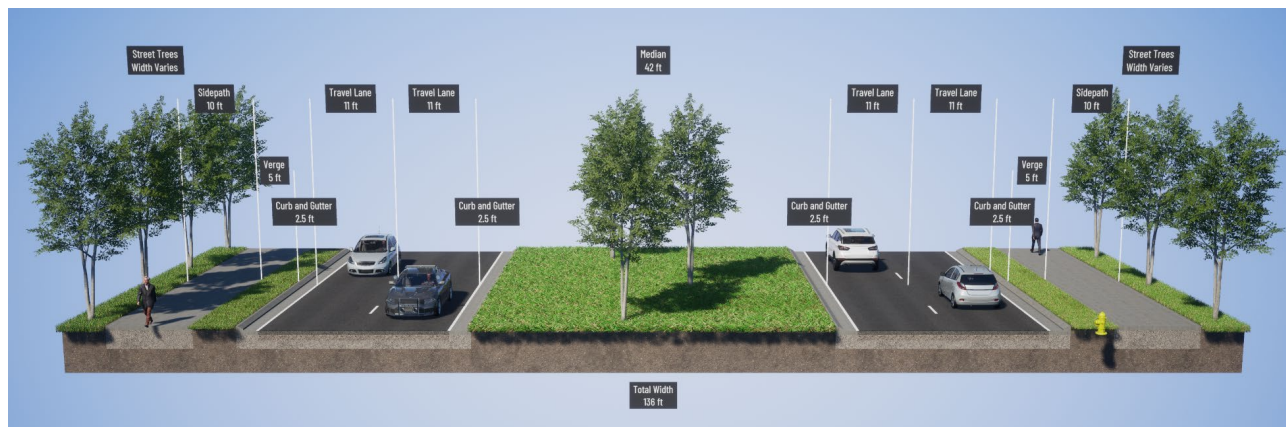


Briefing on Additional Related Tasks

Town Roadway Landscaping/Hardscaping Guidelines



- Town staff is developing roadway landscape/hardscape guidelines to:
 - Be used as development requirements/guidance for landscaping in targeted areas (i.e., verges, medians, Town and special district gateways, islands, roundabouts, and grade-separated/bridge areas)
 - Provide Town with cohesive and coordinated direction for landscaping/hardscaping betterments to be Included in NCDOT roadway improvement project scopes of work
 - Provide landscaping/hardscaping direction for Town transportation or other infrastructure projects
- To be integrated into roadway cross-sections in CTP update
- Community survey deployed to solicit input on overall considerations
- Guidelines to be developed July – November 2026



Aviation Pkwy Pedestrian Crossing Assessment

- Study to evaluate feasibility of a signalized pedestrian crossing of Aviation Pkwy near entrance of HSNC and tying it into Aviation Pkwy pedestrian facilities and Crabtree Creek Greenway
- Assessment necessary for NCDOT approval to incorporate signalized crossing into design and delivery of Aviation Pkwy widening project
- Study will evaluate impacts to traffic and design operations of improved Aviation Pkwy facility and will generate conceptual design of improvements
- Assessment to be completed August – November 2026



A large, stylized logo consisting of the letters 'O' and 'Z' in a dark green color, positioned in the background. The 'O' is a thick, rounded letter, and the 'Z' is a thick, blocky letter with a diagonal stroke.

Next Steps

Next Steps

Upcoming Milestones/Events	Dates
Continue Coordination with Major Transportation Planning and Project Programming Stakeholders (e.g., NCDOT, CAMPO, Town of Cary, etc.) to refine implementation details	September-October 2026
Stakeholder Interviews with Stakeholders Representing Specific Community Interests (e.g., Morrisville Chamber, Wake Tech, etc.)	September-October 2026
Develop Final Documentation for Plan	October-November 2026
Share Draft Program and Policy Measures, Town Transportation Code Assessment, and Draft Roadway Landscaping Guidelines with PZB and Town Council	November-December 2026
Draft Plan Document Public Review/Comment Period	December 2026 – April 2027
Draft of Plan Document Presented to PZB and Town Council	
PZB Recommendation and Town Council Consideration of Plan Adoption	

Town Council Discussion and Feedback

PZB Feedback

- Strong support for bicycle/pedestrian crossings of North Carolina Railroad but some concern with the cost vs. the impact and some discussion on immediate-term vs. near-term implementation timeframes
- Town may want to do some education to help differentiate modal use of sidepaths vs. sidewalks (e.g., bicycles vs. pedestrians)
- Some questions about the need for targeting intersections on Church Street for further study and potential improvement
- Discussion about improving turning movement efficiencies at the intersection of Morrisville Parkway and Davis Drive and “don’t block the box” striping (e.g., striping for not blocking the intersection)
- Discussion about potential for vertical protective features in bike lane buffers (e.g., concrete barrier) and how to plan for recreational cyclists vs. utilitarian cyclists on sidepaths
- Frustration with the Aviation Parkway/Morrisville Carpenter Rd at NC 54 intersection

Areas of Potential Discussion/Feedback

- Do the cross-section elements and various cross-sections' assignment to specific roadway segments make sense and work to advance the Town's multimodal mobility goals?
- Given various applicable feasibility considerations, does the translation of project priorities for all modes to immediate- to long-term recommendations make sense?
- Do the priority intersections recommended for further study and potential improvement make sense?



Thank you!

September 22, 2026