



Wake Forest Board of Commissioners
Meeting Agenda
March 21, 2023 at 6:00 PM
All items listed are for discussion and possible action.

Notice

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

Cable & Online Broadcast of Board of Commissioners Meetings

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

Meeting Agendas

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

Public Hearings

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

Public Comment

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

Call to Order

Pledge of Allegiance

1.Approval of Agenda

2.Approval of Minutes

- 2.A. February 7, 2023 Work Session
February 21, 2023 Regular Meeting
[DraftBOCWSMinutesFeb202307.pdf](#)
[DraftBOCMinutesFeb202321.pdf](#)

3.Presentations

- 3.A. Proclamation Recognizing March 29, 2023 as "Vietnam War Veterans Day"
[ProclamationVietnamVeteransDayMar202321.pdf](#)

4.Public Hearings / Public Comment

- 4.A. Public hearing on a petition requesting contiguous annexation submitted by Optimal Equity Group, LLC for property associated with Forestville Road Townhomes located at 1109 Forestville Rd. and 1129 Forestville Rd. being Wake County PINs 1749-67-2831 and 1749-67-0589 being approximately 8.197 acres.
[032123 BOC Agenda Summary AN-22-08.pdf](#)
[Attachment A Legal Description AN-22-08.pdf](#)
[Attachment B Annexation Map AN-22-08.pdf](#)
[Attachment C Petition AN-22-08.pdf](#)
[DRAFT ORDINANCE AN-22-08.docx](#)
- 4.B. Public Hearing to receive public input for the FY 2023-2024 Annual Operating Budget
[First Budget Public Hearing FY 2023-2024 _summary.pdf](#)
[FY 23-24 Budget Preparation Schedule \(Tentative\).pdf](#)
- 4.C. Public hearing on and consideration of a petition requesting contiguous annexation submitted by Site Investments, LLC for property associated with Ligon Park Subdivision located at 0 Ligon Mill Road, 9606 Ligon Mill Road, 9602 Ligon Mill Road, and 9604 Ligon Mill Road being Wake County PINs 1739-86-8083, 1739-85-7729, 1739-85-8765 and 1739-85-9634 being approximately 7.093 acres.
[032123 BOC Agenda Summary AN-22-09.pdf](#)
[Attachment A Legal Description AN-22-09.pdf](#)
[Attachment B Annexation Map AN-22-09.pdf](#)

[Attachment C Contiguous Annexation Petition AN-22-09.pdf](#)
[DRAFT ORDINANCE AN-22-09.docx](#)

- 4.D. Continuation of Public Hearing on LEGISLATIVE CASE RZ-22-06, Harris Road Subdivision; rezoning filed by Church Street Company to rezone 68.28± acres located at 0 Harris Road, being Wake County Tax PIN 1841392412, from Rural Holding District (RD) to Highway Business Conditional District (HB CD), Neighborhood Business Conditional District (NB CD), and General Residential 10 Conditional District (GR10 CD).

[Agenda Summary_BoC 32123.pdf](#)

5.Consent Agenda

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

- 5.A. Resolution by the Town of Wake Forest Authorizing Execution of Opioid Settlements and Approving The Supplemental Agreement for Additional Funds Between the State of North Carolina and Local Governments on Proceeds Relating to the Settlement of Opioid Litigation

[Action_Required_Teva_Allergan_CVS_Walgreen.pdf](#)

[Resolution2023-13ForMunicipalities2ndSettlementsOpioidLitigationMar202321.pdf](#)

- 5.B. Approval of Appointments to Citizen Advisory Boards

[Resolution2023-XX HPC MEMBER.docx](#)

[Resolution2023-XX TAB Youth Member.docx](#)

6.Legislative Items

- 6.A. Consideration of resolution declaring the intent of the Board of Commissioners to consider closing a portion of ROW abutting Caddell St.

[Attachment_A_Summary Intent to abandon ROW at Caddell St..docx](#)

[Attachment_B_Resolution Consideration of Intent to abandon ROW at Caddell St..docx](#)

[Attachment_C_Plat Caddell ROW Abandonment.pdf](#)

[Attachment_D_Caddell ROW Metes and Bounds Description.pdf](#)

[Attachment_E_Food Hall Abandon ROW Presentation.pptx](#)

7.Administration and Financial Items

- 7.A. Consideration of Memorandum of Understanding with Triangle Real Estate Company_353 S. White Street Project

[MOU - Town of Wake Forest and Triangle Real Estate Company FINAL 03-02-23
\(with Revised Exhibit C\).pdf](#)
[Summary_Memorandum of Understanding_353 S. White Project.docx](#)

- 7.B. Consideration of approval of amendment to Electric Rate Schedules
[Approval of electric rate adjustments_summary.pdf](#)
[2023-xx amendment to electric rate schedules.docx](#)
[wf_proposed rates_031023.pdf](#)

8.Planning Items

9.Public Services Items

10.Parks and Recreation Items

11.Public Safety Items

12.Other Business

- 12.A. Department Monthly Report
[Feb 2023 Monthly Report Template.pdf](#)
- 12.B. Wake County Tax Release
[WF-TAX-REP-MARCH-2023-MTG.pdf](#)
- 12.C. Commissioner Reports

13.Adjournment



Board of Commissioners Agenda Item Report

Agenda Item No.: 2023-92-

Submitted by: Terry Savary

Submitting Department: Administration

Meeting Date: March 21, 2023

SUBJECT

February 7, 2023 Work Session

February 21, 2023 Regular Meeting

Recommendation:

Item Summary:

ATTACHMENTS

- [DraftBOCWSEMinutesFeb202307.pdf](#)
- [DraftBOCMinutesFeb202321.pdf](#)



Wake Forest Board of Commissioners Work Session Meeting Minutes

The Wake Forest Board of Commissioners met on **Tuesday, February 7, 2023, at 6:00 p.m.** in the Board Room at Wake Forest Town Hall, 301 S Brooks Street.

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

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

Commissioners Absent: None.

Staff Members Present:

Town Manager Kip Padgett
Town Attorney Hassan Kingsberry
Paralegal Shiekell Richardson
Assistant Town Manager Candace Davis
Assistant Town Manager Allison Snyder
Town Clerk Theresa Savary
Chief Financial Officer Aileen Staples
Assistant Finance Director Samantha Sanchez
Senior Budget Analyst Benjamin Blevins
Planning Director Courtney Tanner
Assistant Planning Director Jennifer Currin
Senior Planner Kari Grace
Communications & Public Affairs Director Bill Crabtree
Electric Utility Director Chris Terrell

Renaissance Centre Director Debbie Dunn
Chief Information Officer Adam Oates
Engineering Director Joseph Guckavan
Inspection Director JJ Carr
Public Works Director Tim Bailey
Public Facilities Manager Mickey Rochelle
Strategic Performance Manager Lisa Hayes
Parks, Recreation and Cultural Resources Director Ruben Wall
Police Captain Julius Jefferson
Police Chief Jeff Leonard
Fire Chief Ron Early

1. Presentations

1.1 Discussion of Updated Capital Improvements Plan for FY 2023 - 2028

Senior Budget Analyst Benjamin Blevins and Chief Financial Officer Aileen Staples provided an overview of the Updated Capital Improvements Plan for YF 2023 – 2028.

ACTION:

Mover: Commissioner Wright moved to approve the Updated Capital Improvements Plan for FY 2023 – 2028.

Seconded: Commissioner Sary.

Vote: Motion carried 5-0.

A hardcopy of the Updated Capital Improvements Plan for FY 2023 – 2028 is filed and available in the Town Clerk's Office for review.

1.2 Proclamation Recognizing the 100th Birthday of Ms. Lydia Young

Mayor Jones recognized the 100th Birthday of Ms. Lydia Young.

PROCLAMATION RECOGNIZING THE 100th BIRTHDAY OF MS. LYDIA YOUNG

WHEREAS, Ms. Lydia Young, affectionately known as "Sister," was born on February 8, 1923, in Martin County, NC.

WHEREAS, After her mother passed at age seven (7), she moved to Pulley Town Road in Rolesville/Wake Forest, Wake County, NC with her father and grandmother, where she has resided for ninety-three years. She devoted her life to taking care of her family.

WHEREAS, She worked at Rolesville Elementary School for over twenty years. She loves quilting and cooking.

WHEREAS, She is a devoted Mother, Sister, Grandmother, Great Grandmother, Great Great Grandmother, Aunt, and dear, dear friend.

THEREFORE, I, Vivian A. Jones, Mayor of the Town of Wake Forest, urge everyone to celebrate this birthday with Ms. Lydia Young and congratulate her on a well-lived and shared life, this the 8th day of February 2023.

2. Discussion of Monthly Financial Report

2.1. Monthly Financial Report

Received.

3. Review of Draft Agenda for Upcoming Regular Meeting

3.1. Review of Draft Agenda for Upcoming Regular Meeting

The draft agenda was reviewed.

4. Other Business

- 4.1. Consideration of a Resolution authorizing the Town Manager to execute, on behalf of the Town of Wake Forest, an amendment to the professional services contract of the comprehensive UDO (Unified Development Ordinance) and MSSD (Manual of Specifications, Standards & Design) update.

Senior Planner Kari Grace stated staff has gone through several of the preliminary steps including the project kickoff, initiation of public engagement, and existing UDO analysis and preliminary recommendations. Staff are now moving into the next phase of starting to develop the zoning districts. The purpose of the request is to add additional scope to the contract. The amended scope involves the updated zoning map deliverable, creation of an online informational StoryMap tool, one additional open house with two event sessions, three additional review and discussion meetings with staff, and zoning map educational materials. The cost of the scope amendment is \$52,500 and would add approximately four months to the contract timeline.

Mayor Jones asked with the additional four months added to the contract timeline, what is the projected completion. Ms. Grace said that would put it at a timeframe of August or September 2024.

Commissioner Sary remarked the StoryMap tool is a great tool. He asked what's involved with the zoning map deliverables. He said when a rezoning happens now, isn't it handled by staff. Ms. Grace replied, correct. She said the Planning Staff takes the item to the Board for approval and the GIS Staff creates all the shapefiles.

ACTION:

Mover: Commissioner Adam Wright made a motion to approve the consideration of a resolution authorizing the Town Manager to execute, on behalf of the Town of Wake Forest, an amendment to the professional services contract of the comprehensive UDO (Unified Development Ordinance) and MSSD (Manual of Specifications, Standards & Design) update.

Seconder: Commissioner Keith Shackelford.

Vote: Motion carried 4-1.

Yay

Adam Wright
Keith Shackelford
Nick Sliwinski
Jim Dyer

Nay

Chad Sary

4.2. An Ordinance Prohibiting the Possession of Weapons on Town Property; Signage.

Town Attorney Hassan Kingsberry explained that during Town's business, staff had found they had some signage already posted related to banning the possession of weapons including concealed weapons on Town property. Staff did some research and found, in our codification, it was missing. Mr. Kingsberry stated the ordinance before the Board is to fix what was missing and put it back in there to ensure the ban is legal and lawful on all Town property.

ACTION:

Mover: Commissioner Chad Sary moved to approve an Ordinance Prohibiting the Possession of Weapons on Town Property; Signage.

Second: Commissioner Nick Sliwinski.

Vote: Motion carried 5-0.

This item will come before the Board for a second reading at the February 21, 2023 meeting.

4.3. Closed Session - Consultation with the Town Attorney, N.C.G.S. § 143.318.11(a)(3).

ACTION:

Mover: Commissioner Adam Wright moved to go into closed session at 6:21 p.m.

Second: Commissioner Keith Shackelford.

Vote: Motion carried 5-0.

The meeting reconvened at 6:34 p.m.

5. Commissioner Reports

Commissioner Dyer shared that the State of North Carolina has thirty-nine Vietnam Veterans still unaccounted for. He said their names have been read on the first Saturday of every month since 1986. He attended the Ribbon-Cutting at the Casa Esperanza Montessori School; there's a Historic Preservation Commission meeting this month. The first meeting for the memorial flag-raising is tomorrow afternoon, he's scheduled to be at the Youth Leadership Wake Forest event on Tuesday, February 14, 2023, he'll attend the Core Values Award Ceremony on Thursday, February 9, 2023, Veteran's coffee on Monday, February 13, 2023, and Human Relations Council next week.

Commissioner Wright said he'll attend the Youth Leadership Wake Forest event on Tuesday, February 14, 2023, he attended the Technology Advisory Board meeting and the Economic Development Forum.

Commissioner Sliwinski said he'll attend the Youth Leadership Wake Forest event on Tuesday, February 14, 2023, he attended the Martin Luther King celebration, he attended the Economic Development Forum, and the Parks, Recreation and Cultural Resources Advisory Board meeting.

Commissioner Shackleford reported he attended the Wake Forest Downtown meeting, the Economic Development Forum, and the Wake Forest Business & Industry Partnership.

Commissioner Sary attended the Public Arts Commission meeting; he attended the Triangle J Council of Government (TJCOG) Boards Delegate meeting and the North Carolina Main Street Conference. He plans to attend the 2023 State of Town Address & Dinner in a couple of weeks.

Mayor Jones attended the North Carolina Transportation Summit in Raleigh, NC, she attended a session on Mileage-Based User Fees, attended the Retail Merchants meeting, attended the Transit Plan Open House, and the Heritage High School mid-year graduation.

Town Manager Padgett – No report.

6. Adjournment

The Board of Commissioners adjourned the meeting at 6:44 p.m.

Duly approved in open session this 21st day of March 2023.

(ATTEST)

Theresa Savary, Town Clerk

Vivian A. Jones, Mayor

DRAFT



Wake Forest Board of Commissioners Meeting Minutes

The Wake Forest Board of Commissioners met on **Tuesday, February 21, 2023**, at **6:00** p.m. in the Board Room at Wake Forest Town Hall, 301 S Brooks Street.

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

Mayor Jones led everyone in the Pledge of Allegiance.

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

Commissioner Members Absent: Commissioner Nick Sliwinski.

Staff Members Present:

Town Manager Kip Padgett
Assistant Town Manager Candace Davis
Assistant Town Manager Allison Snyder
Town Clerk Theresa Savary
Planning Director Courtney Tanner
Assistant Planning Director Jennifer Currin
Downtown Development Manager Jennifer Herbert
Planner II Emma Linn

Chief Financial Officer Aileen Staples
Senior Budget Analyst Benjamin Blevins
Police Chief Jeff Leonard
Fire Chief Ron Early
Police Captain Brandon High
Police Captain Julius Jefferson

1. Approval of Agenda

1.A. Approval of Agenda

ACTION:

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

Seconded: Commissioner Dyer.
Vote: Motion carried 4-0.

2. Approval of Minutes

2.A. Approval of Minutes:

- January 3, 2023 Work Session
- January 17, 2023 Regular Meeting
- January 20, 2023 BOC Retreat

ACTION:

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

Seconded: Commissioner Dyer.

Vote: Motion carried 4-0.

3. Presentations

3.A. Presentation of Proclamation Proclaiming March 2023 as Developmental Disabilities Awareness Month

Mayor Jones recognized March 2023 as Developmental Disabilities Awareness Month.

PROCLAMATION

RECOGNIZING MARCH 2023 AS

“DEVELOPMENTAL DISABILITY AWARENESS MONTH”

WHEREAS: *A Developmental Disability is a diverse group of chronic conditions that are due to mental or physical impairments that arise before adulthood.*

WHEREAS: *The condition is likely to continue indefinitely and limits the individual in 3 or more of the following areas: Self-care, Receptive and expressive language, Learning, Mobility, Self-direction, Capacity for independent living, and Economic self-sufficiency.*

WHEREAS: *The condition creates the individual’s need for a combination of special, interdisciplinary services, individualized/person-centered supports, and other forms of long-term assistance that are individually planned and coordinated.*

WHEREAS: *The disability experience is a natural part of life and is valued as a part of our rich diversity.*

WHEREAS: *Disability is a social construct. The ‘problem’ is not the medical condition that resides within the individual, but the ‘problem’ is that society does not create welcoming, supporting, and inclusive environments, policies, and/or systems for all, to promote equality and acceptance in all areas of life, including schools, places of employment, and in our communities.*

WHEREAS: *The most effective way to increase awareness is through everyone’s openness to learn and acknowledge that there are systemic barriers that reduce the likelihood of those with disabilities enjoying equitable experiences and living independent, productive lives within their communities.*

WHEREAS: *Policies must be developed, attitudes shaped, and equitable experiences be offered to all individuals, including those with developmental disabilities.*

WHEREAS: *Citizens should do all in their power to:*

- *Recognize the value of the disability experience in our lives and the valued role it has in our rich diversity.*
- *Recognize the barriers presented to those with disabilities across all aspects of their lives.*
- *Create ways to include everyone; especially those with developmental disabilities, to be fully included in all aspects of life.*
- *Understand the losses (financial, spiritual, human rights, contributions to community, and otherwise) when our communities segregate and create barriers for those with disabilities.*
- *Demand policymakers no longer invest in segregation and create inclusive, equitable policies and systems for all. And,*

NOW, THEREFORE, I Vivian A. Jones, Mayor of the Town of Wake Forest do hereby proclaim March 2023 as: “DEVELOPMENTAL DISABILITIES AWARENESS MONTH” and galvanize efforts that will lead our communities and policy makers to create real system changes so people with developmental disabilities will enjoy equitable, inclusive lives.

3.B. Proclamation 2023 Year of the Trail

Mayor Jones presented a Proclamation Recognizing 2023 Year of the Trail to Debra Ludas.

PROCLAMATION 2023 YEAR OF THE TRAIL

Whereas, North Carolina’s and Wake Forest’s natural beauty is critical to our residents’ quality of life, health, and economic wellbeing; and

Whereas, the trails, parks, greenways, and natural areas in Wake Forest welcome all and provide a common ground for residents of all ages to access our diverse natural, cultural, historic resources; and

Whereas, the trails that span across North Carolina vary from less than a mile in length to the Mountains-to-Sea Trail that stretches more than 1,000 miles from the mountains to the coast. They are rugged footpaths, bikeways along abandoned railroad corridors, canoe trails, and bridle trails. They are trails through state parks, footpaths, and greenways through our neighborhoods; and

Whereas, trails offer quality-of-life benefits as natural resources integral to climate education and protection, resiliency efforts, outdoor workshops, alternative transportation, and as sites for social and cultural events; and

Whereas, the North Carolina Trails Program is dedicated to helping residents, organizations, and agencies plan, develop and manage all types of trails ranging from greenways and trails for hiking, biking and horseback riding to paddle trails and off-road vehicle trails; and

Whereas, North Carolina boasts many trails that celebrate the arts, history and culture; and Wake Forest's trails are an expression of our local community character and pride; and

Whereas, the North Carolina General Assembly designated 2023 as the Year of The Trail in North Carolina in order to promote and celebrate the state's extensive network of trails that showcase our beauty, vibrancy and culture; and

Now, Therefore, I, Mayor Vivian Jones, do hereby proclaim 2023 as the Year of The Trail in Wake Forest, and commend its observance to all citizens.

3.C. Presentation on the "Neuse River Trails" by Neuse River Hawks

Debra Ludas a member of the Neuse River Hawks provided a brief overview of what the Neuse River Hawks organization does in the Wake Forest community. Ms. Ludas said to learn more about the organization you can find them on Facebook.

4. Public hearings / Public Comment

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

appropriate Town Staff and may be scheduled for a future agenda. Thank you for your consideration of the Board of Commissioners, staff, and other speakers.

Mayor Jones asked if anyone wished to speak.

The following citizen provided public comment:

- Margaret Watkins, 407 Belmellen Ct., Wake Forest, NC, asked the Board to revisit the age requirement for youth participation on Town of Wake Forest advisory boards. Mayor Jones commented there are numerous opportunities for younger students to get involved in the community.

No one else came forward to speak. Mayor Jones closed the public comment.

5. Consent Agenda

5.A. Consideration of a petition requesting contiguous annexation submitted by Site Investments, LLC for property associated with Ligon Park Subdivision located at 0 Ligon Mill Road, 9606 Ligon Mill Road, 9602 Ligon Mill Road, and 9604 Ligon Mill Road being Wake County PINs 1739-86-8083, 1739-85-7729, 1739-85-8765 and 1739-85-9634 being approximately 7.093 acres.

5.B. Consideration of Waiver of the Code of Ordinances – Sec. 20-2. Public Consumption, Possession, etc., of Alcohol for Friday Night on White for the 2023 Series dates from 5 PM to 9 PM. The FNOW 2023 series dates are April 14, May 12, June 9, July 14, August 11, and September 8.

5.C. Approval of Budget Ordinance Amendment # 2 - FY 2022 – 2023.

5.D. Consideration of a petition requesting contiguous annexation submitted by Optimal Equity Group, LLC for property associated with Forestville Road Townhomes located at 1109 Forestville Rd. and 1129 Forestville Rd. being Wake County PINs 1749-67-2831 and 1749-67-0589 being approximately 8.197 acres.

ACTION:

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

Second: Commissioner Wright.

Vote: Motion carried 4-0.

6. Legislative Items

No Legislative Items presented.

7. Planning Items

No Planning Items presented.

8. Administration and Financial Items

Consideration of approval of 2023-2028 Capital Improvements Plan (CIP) Update

ACTION:

Mover: Commissioner Wright moved to approve 2023-2028 Capital Improvements Plan (CIP) Update as presented.

Seconded: Commissioner Sary.

Vote: Motion carried 4-0.

9. Public Services Items

No Public Service Items presented.

10. Parks and Recreation Items

No Public Service Items presented.

11. Public Safety Items

No Public Safety Items presented.

12. Other Business

12.A. Department Monthly Report

Received.

12.B. CIP Project Tracker

Received.

12.C. Strategic Plan

Received.

12.D. Wake County Tax Release

Received.

12.E. Commissioner Reports

Commissioner Sary congratulated Mayor Jones on her speech at the Town of Wake Forest 2023 State of the Town Address & Dinner, he'll attend the North Carolina League of Municipalities Town & State Dinner on Wednesday, February 22, 2023.

Commissioner Shackelford commended Mayor Jones on a fantastic job at the Town of Wake Forest 2023 State of the Town Address & Dinner. He said in recognition of the 2023 Year of the Trail he will be out on the greenway trails in Wake Forest.

Commissioner Wright said it was a great evening at the Town of Wake Forest 2023 State of the Town Address & Dinner. He attended the Youth Leadership Wake Forest.

Commissioner Dyer attended Youth Leadership Wake Forest, he commented on the Town of Wake Forest 2023 State of the Town Address & Dinner being well attended and received, he'll attend the North Carolina League of Municipalities Town & State Dinner on Wednesday, February 22, 2023, and will attend the Human Relations Council and Veteran's Coffee.

Mayor Jones was elected Chair of CAMPO, attended the NC Mayor's meeting, and was invited to be a member of Imagine Wake.

Town Manager Padgett had no updates.

12.D. Ordinance Prohibiting the Possession of Weapons on Town Property

ACTION:

Mover: Commissioner Wright moved to approve an ordinance prohibiting the possession of weapons on Town property as presented.

Seconder: Commissioner Sary.

Vote: Motion carried 4-0.

13. Adjournment

With no further business to discuss, the meeting was adjourned at 6:26 p.m.

Duly approved in open session this 21st day of March 2023.

(ATTEST)

Vivian A. Jones, Mayor

Theresa Savary, Town Clerk



Board of Commissioners Agenda Item Report

Agenda Item No.: 2023-70-

Submitted by: Terry Savary

Submitting Department: Administration

Meeting Date: March 21, 2023

SUBJECT

Proclamation Recognizing March 29, 2023 as "Vietnam War Veterans Day"

Recommendation:

Item Summary:

ATTACHMENTS

- [ProclamationVietnamVeteransDayMar202321.pdf](#)

PROCLAMATION

RECOGNIZING MARCH 29, 2023 AS “VIETNAM WAR VETERANS DAY” IN THE TOWN OF WAKE FOREST, NORTH CAROLINA

WHEREAS, the Vietnam War lasted almost 20 years, spanning the period between November 1955 and April 1975 with nearly 3 million American soldiers serving in uniform in Vietnam, and more than 58,000 sacrificing their lives to protect our nation’s freedom; and

WHEREAS, of the more than 700,000 veterans living in North Carolina, today more than 250,000 served in the Vietnam War; and

WHEREAS, North Carolina is proud and humbled to be the home of these brave veterans, who continue to serve our state as stellar citizen leaders in their workplaces, communities, homes, and churches; and

WHEREAS, Vietnam War Veterans Day is an opportunity to commemorate the 1,627 North Carolinians killed or missing in Vietnam, who made the ultimate sacrifice to protect and honor their home state and nation;

WHEREAS, the men and women who served North Carolina and the United States during the Vietnam War deserve the utmost respect and gratitude from their fellow Americans for their heroic and selfless actions;

NOW THEREFORE, I Vivian A. Jones, Mayor of the Town of Wake Forest do hereby proclaim March 29, 2023, as “*VIETNAM WAR VETERANS DAY*” in the Town of Wake Forest and commend its observance to all citizens.

This the 21st day of March 2023.

Attest:

Theresa Savary, Town Clerk



Vivian A. Jones, Mayor



Board of Commissioners Agenda Item Report

Agenda Item No.: 2023-22-

Submitted by: Emma Linn

Submitting Department: Planning

Meeting Date: March 21, 2023

SUBJECT

Public hearing on a petition requesting contiguous annexation submitted by Optimal Equity Group, LLC for property associated with Forestville Road Townhomes located at 1109 Forestville Rd. and 1129 Forestville Rd. being Wake County PINs 1749-67-2831 and 1749-67-0589 being approximately 8.197 acres.

Recommendation:

Item Summary:

ATTACHMENTS

- [032123 BOC Agenda Summary AN-22-08.pdf](#)
- [Attachment A Legal Description AN-22-08.pdf](#)
- [Attachment B Annexation Map AN-22-08.pdf](#)
- [Attachment C Petition AN-22-08.pdf](#)
- [DRAFT ORDINANCE AN-22-08.docx](#)

Agenda Item: Public hearing on a petition requesting contiguous annexation submitted by Optimal Equity Group, LLC for property associated with Forestville Road Townhomes located at 1109 Forestville Rd. and 1129 Forestville Rd. being Wake County PINs 1749-67-2831 and 1749-67-0589 being approximately 8.197 acres.

Summary: The property proposed for annexation is contiguous to the corporate limits of the Town of Wake Forest. The proposed annexation is associated with Forestville Townhomes, RZ-21-11.

On February 21st, 2023, the Board accepted the petition, certified the sufficiency of the annexation petition, and adopted the resolution to investigate the annexation petition thus, setting the public hearing date for the annexation petition.

Consideration of the annexation AN-22-08 will be held on March 23rd, 2023.

Attachments: Attachment A Legal Description AN-22-08
Attachment B Annexation Map AN-22-08
Attachment C Contiguous Annexation Petition AN-22-08
Draft Ordinance

CMP Professional Land Surveyors

Michael A. Moss, PLS L-3794
Jason L. Panciera, PLS L-3835, CFSNC-140
L. Jordan Parker Jr., PLS L-4685
333 South White Street, Post Office Box 1253
Wake Forest, NC 27588-1253

Telephone (919) 556-3148

LEGAL DESCRIPTION

BEGINNING AT A NEW IRON PIPE LOCATED ON THE EASTERN RIGHT-OF-WAY OF FORESTVILLE ROAD (N.C.S.R.#2049, SAID NEW IRON PIPE BEING LOCATED S 00°53'58"W A DISTANCE OF 669.10' FROM THE INTERSECTION OF FORESTVILLE ROAD AND FOUNDATION DRIVE, SAID NEW IRON PIPE BEING THE COMMON CORNER OF PARCEL PIN# 1749.02-68-0097 AND SUBJECT LOT; THENCE LEAVING RIGHT-OF-WAY S 71°01'18"E A DISTANCE OF 609.24' TO A NEW IRON PIPE, SAID NEW IRON PIPE HAVING NC GRID NAD 83/2011 COORDINATES N(y): 797,829.91' E(x): 2,146,457.54'; THENCE S 08°38'07"W A DISTANCE OF 271.21' TO A NEW IRON PIPE; THENCE S 08°38'07"W A DISTANCE OF 173.51' TO A NEW IRON PIPE; THENCE S 82°49'02"W A DISTANCE OF 576.22' TO A NEW IRON PIPE, SAID NEW IRON PIPE LOCATED ON THE EASTERN RIGHT-OF-WAY OF FORESTVILLE ROAD, SAID NEW IRON PIPE BEING THE COMMON CORNER OF PARCEL PIN# 1749.02-57-9226 AND SUBJECT LOT; THENCE LEAVING RIGHT-OF-WAY S 82°49'02"W A DISTANCE OF 30.61' TO A POINT, SAID POINT BEING THE CENTERLINE OF FORESTVILLE ROAD; THENCE ALONG CENTERLINE N 04°14'00"E A DISTANCE OF 318.99' TO A POINT; THENCE N 05°38'07"E A DISTANCE OF 313.55' TO A POINT; THENCE N 05°37'51"E A DISTANCE OF 94.01' TO A POINT; THENCE LEAVING CENTERLINE S 71°01'18"E A DISTANCE OF 30.83' TO A NEW IRON PIPE; WHICH IS THE POINT OF BEGINNING, CONTAINING AN AREA OF 357,050 SQUARE FEET, 8.197 ACRES.

I, MICHAEL A. MOSS CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY PERFORMED UNDER MY SUPERVISION FROM REFERENCES AS NOTED HEREON; THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION SHOWN IN THE REFERENCES; THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY AS CALCULATED IS GREATER THAN 1:10000; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED, WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL

THIS _____ DAY OF _____ A.D. 2022.

PROFESSIONAL LAND SURVEYOR L-3794
LICENSE NUMBER

THAT THE SURVEY IS OF AN EXISTING PARCEL OR PARCELS OF LAND OR ONE OR MORE EXISTING EASEMENTS AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET. FOR THE PURPOSES OF THIS SUBSECTION, AN "EXISTING PARCEL OR EXISTING EASEMENT" IS AN AREA OF LAND DESCRIBED IN A SINGLE LEGAL DESCRIPTION OR LEGALLY RECORDED SUBDIVISION THAT HAS BEEN OR MAY BE LEGALLY CONVEYED TO A NEW OWNER BY DEED IN ITS EXISTING CONFIGURATION.

PROFESSIONAL LAND SURVEYOR L-3794
LICENSE NUMBER

ANNEXATION MAP: AN-22-08, (LOTS 1 & 2, PROPERTY OF MARGARET SCHEPP)
8.197 ACRES
TOWN OF WAKE FOREST
FULFILLS REQUIREMENTS OF N.C.G.S. 160A-29
ORDINANCE # _____
ADOPTED: NC GRID NAD 83 (2011)
EFFECTIVE DATE OF ANNEXATION: _____

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

_____ 20____

THERESA SAVARY

NOTES:

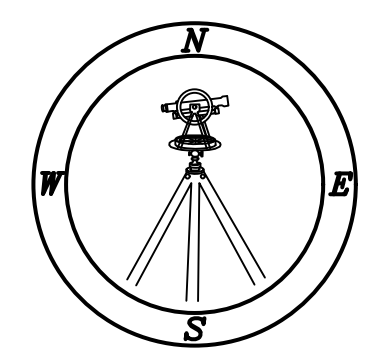
- 1) AREA COMPUTED BY COORDINATE METHOD.
- 2) THERE IS NO NCGS MONUMENT WITHIN 2000' OF THIS PROPERTY.
- 3) THIS PROPERTY MAY BE SUBJECT TO NEUSE RIVER RIPARIAN BUFFER RULES. CALL N.C. DIVISION OF WATER QUALITY TO VERIFY (919-791-4200).
- 4) THIS ANNEXATION IS ASSOCIATED WITH FORESTVILLE ROAD TOWNHOMES (RZ-21-11).

LINE TYPE LEGEND

---	PROPERTY LINE - LINE SURVEYED
---	RIGHT-OF-WAY
---	ADJOINING LINE - LINE NOT SURVEYED
---	OVERHEAD LINE
---	BUILDING SETBACK
---	EASEMENT
---	BUFFER
---	FLOOD HAZARD SOILS
---	CORPORATE LIMITS LINE

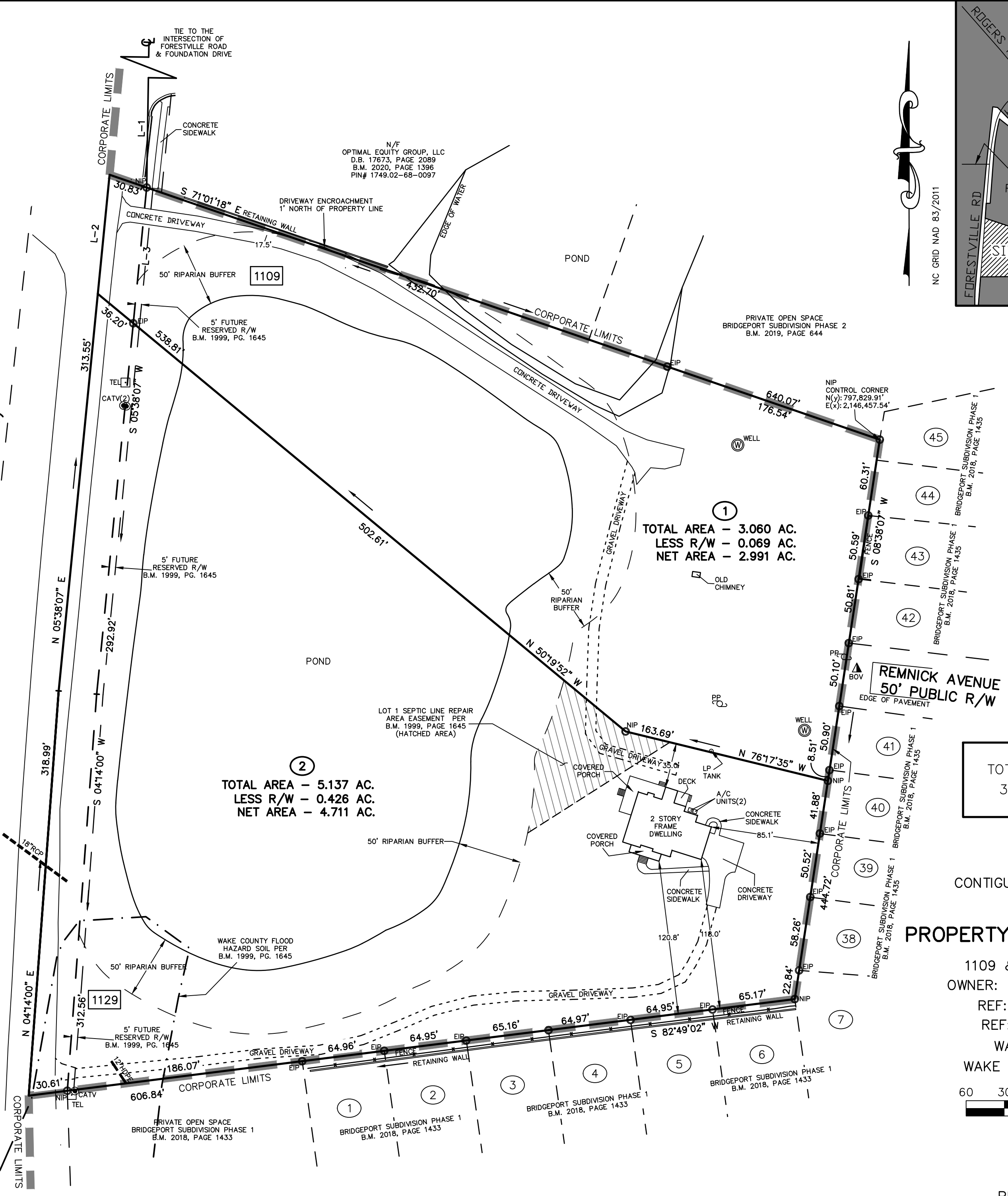
LAND SURVEYOR/CONTACT

CMP LAND SURVEYORS, PC
MICHAEL A. MOSS, PLS
333 S. WHITE STREET
WAKE FOREST, NC 27587
(919) 556-3148
MIKE@CMPPLS.COM



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

FORESTVILLE ROAD VARIABLE WIDTH R/W (N.C.S.R. 2049)



VICINITY MAP

LEGEND:

- EIP - EXISTING IRON PIPE
- EIB - EXISTING IRON BAR
- BEIP - BENT IRON PIPE
- BEIB - BENT IRON BAR
- CM - CONCRETE MONUMENT
- EPK - EXISTING PK NAIL
- SPK - SET PK NAIL
- NIP - NEW IRON PIPE SET
- R/W - RIGHT OF WAY
- CATV - CABLE TV BOX
- EB - ELECTRIC BOX
- TEL - TELEPHONE PEDESTAL
- PP - POWER POLE
- OHL - OVERHEAD LINE
- LP - LIGHT POLE
- WM - WATER METER
- WV - WATER VALVE
- CO - SEWER CLEAN-OUT
- CB - CATCH BASIN
- MH - MANHOLE
- FH - FIRE HYDRANT
- BOV - BLOW-OFF ASSEMBLY VALVE
- #### - ADDRESS

LINE TABLE		
LINE	BEARING	DISTANCE
L-1	S 00°53'58" W	669.10'
L-2	N 05°37'51" E	94.01'
L-3	S 05°37'51" W	107.16'

TOTAL AREA TO BE ANNEX
357,050 S.F./8.197 AC.

CONTIGUOUS ANNEXATION MAP FOR
LOTS 1 & 2
PROPERTY OF MARGARET SCHEPP

1109 & 1129 FORESTVILLE ROAD
OWNER: OPTIMAL EQUITY GROUP, LLC
REF: D.B. 18838, PAGE 1823
REF: B.M. 1999, PAGE 1645
WAKE FOREST TOWNSHIP
WAKE COUNTY, NORTH CAROLINA



SCALE 1"=60'

SEPTEMBER 7, 2022
ZONED R-30
PIN #1749.02-67-2831
PIN #1749.02-67-0589

(X: \PROJECTS\FORESTVILLERD1109 - JC)

ORDINANCE 2023-XXX

ORDINANCE OF THE BOARD OF COMMISSIONERS OF THE TOWN OF WAKE FOREST, NORTH CAROLINA

(Contiguous annexation submitted by Optimal Equity Group, LLC for property associated with Forestville Road Townhomes located at 1109 Forestville Rd. and 1129 Forestville Rd. being Wake County PINs 1749-67-2831 and 1749-67-0589 being approximately 8.197 acres.)

WHEREAS, the Board of Commissioners has adopted a resolution under N.C.G.S. 160A-58.2, as amended, stating its intent to annex the area described below; and

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

WHEREAS, the Town Clerk has certified the sufficiency of said petition and a public hearing on the question of this annexation was held at the Town of Wake Forest Town Hall at 6:00 p.m. on March 21, 2023, after due notice by publication on March 10, 2023; and

WHEREAS, the Board of Commissioners does hereby find as a fact that said petition meets the requirements of N.C.G.S. 160A-58.2, as amended; and

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

Section 1. By virtue of the authority granted by N.C.G.S. 160A-58.2, as amended, the following described territory is hereby annexed and made part of the Town of Wake Forest as of the 23rd day of March, 2023.

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

Section 2. Upon and after the 23rd day of March, 2023, the territory and its citizens and property shall be subject to all debts, laws, ordinances, and regulations in force in the Town of Wake Forest and shall be entitled to the same privileges and benefits as other parts of the Town of Wake Forest. Said territory shall be subject to municipal taxes according to N.C.G.S. 160A-58.10.

Section 3. The Mayor and the Town of Wake Forest shall cause to be recorded in the office of the Register of Deeds of Wake County, and in the office of the Secretary of State at Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1 hereof, together with a duly certified copy of this ordinance.

Adopted and effective this 23rd day of March 2023.

Vivian A. Jones
Mayor

ATTEST:

APPROVED AS TO FORM:

Theresa Savary
Town Clerk

Hassan Kingsberry
Town Attorney



Board of Commissioners Agenda Item Report

Agenda Item No.: 2023-8-

Submitted by: Aileen J. Staples

Submitting Department: Finance

Meeting Date: March 21, 2023

SUBJECT

Public Hearing to receive public input for the FY 2023-2024 Annual Operating Budget

Recommendation:

Item Summary:

ATTACHMENTS

- [First Budget Public Hearing FY 2023-2024_summary.pdf](#)
- [FY 23-24 Budget Preparation Schedule \(Tentative\).pdf](#)

Public Hearing to receive public input for the FY 2023-2024 Annual Operating Budget

Staff will be preparing the proposed FY 2023-2024 Budget over the next few months. The purpose of the hearing is to receive public comment(s) for the upcoming fiscal year beginning July 1, 2023. The budget preparation schedule is attached, and the proposed budget will be presented at the work session on May 2, 2023.

Town of Wake Forest
BUDGET PREPARATION SCHEDULE
Fiscal Year Ending June 30, 2024

<i>DATE</i>	<i>ACTIVITY</i>	<i>RESPONSIBILITY</i>
February 14, 2023	Budget Kick-off Meeting (via Zoom –9:30 am)	Chief Financial Officer Town Manager Assistant Town Managers Department Directors
February 17, 2023	Distribute information to Department Directors	Chief Financial Officer Senior Budget Analyst
March 3, 2023	Updates to Performance Measures and Workload Indicators	Strategic Performance Manager Senior Budget Analyst
March 21, 2023	Initial Public Hearing to receive input on Budget needs	Chief Financial Officer Town Clerk
March 22, 2023	Complete and return Budget requests to Chief Financial Officer	Department Directors
March 31, 2023	Complete and return Performance Measures Data	Department Directors Strategic Performance Manager Senior Budget Analyst
April 5-6, 10 – April 14, 2023	Meet with Department Directors to review budget requests (Conference Room 303)	Town Manager Assistant Town Managers Chief Financial Officer Senior Budget Analyst
April 2023	Finalize Proposed Budget	Town Manager Chief Financial Officer Senior Budget Analyst
May 2, 2023	Present Proposed Budget to Board of Commissioners	Town Manager Chief Financial Officer
May 16, 2023	Public Hearing on Proposed Budget	Town Manager Town Clerk
June 6, 2023	Budget work session with Board of Commissioners	Town Manager Senior Budget Analyst Department Directors
June 20, 2023	Adopt Budget FY 2023-2024 Budget Ordinance	Board of Commissioners



Board of Commissioners Agenda Item Report

Agenda Item No.: 2023-3-
Submitted by: Emma Linn
Submitting Department: Planning
Meeting Date: March 21, 2023

SUBJECT

Public hearing on and consideration of a petition requesting contiguous annexation submitted by Site Investments, LLC for property associated with Ligon Park Subdivision located at 0 Ligon Mill Road, 9606 Ligon Mill Road, 9602 Ligon Mill Road, and 9604 Ligon Mill Road being Wake County PINs 1739-86-8083, 1739-85-7729, 1739-85-8765 and 1739-85-9634 being approximately 7.093 acres.

Recommendation:

Item Summary:

ATTACHMENTS

- [032123 BOC Agenda Summary AN-22-09.pdf](#)
- [Attachment A Legal Description AN-22-09.pdf](#)
- [Attachment B Annexation Map AN-22-09.pdf](#)
- [Attachment C Contiguous Annexation Petition AN-22-09.pdf](#)
- [DRAFT ORDINANCE AN-22-09.docx](#)

Agenda Item: Public hearing on and consideration of a petition requesting contiguous annexation submitted by Site Investments, LLC for property associated with Ligon Park Subdivision located at 0 Ligon Mill Road, 9606 Ligon Mill Road, 9602 Ligon Mill Road, and 9604 Ligon Mill Road being Wake County PINs 1739-86-8083, 1739-85-7729, 1739-85-8765 and 1739-85-9634 being approximately 7.093 acres.

Summary: The property proposed for annexation is contiguous to the corporate limits of the Town of Wake Forest. The proposed annexation is associated with Ligon Park Subdivision, SD-21-11.

On February 21st, 2023, the Board accepted the petition, certified the sufficiency of the annexation petition, and adopted the resolution to investigate the annexation petition thus, setting the public hearing date for the annexation petition.

Attachments: Attachment A Legal Description AN-22-09
Attachment B Annexation Map AN-22-09
Attachment C Contiguous Annexation Petition AN-22-09
Draft Ordinance

CMP Professional Land Surveyors

Michael A. Moss, PLS L-3794

Telephone (919) 556-3148

Jason L. Panciera, PLS L-3835, CFSNC-140

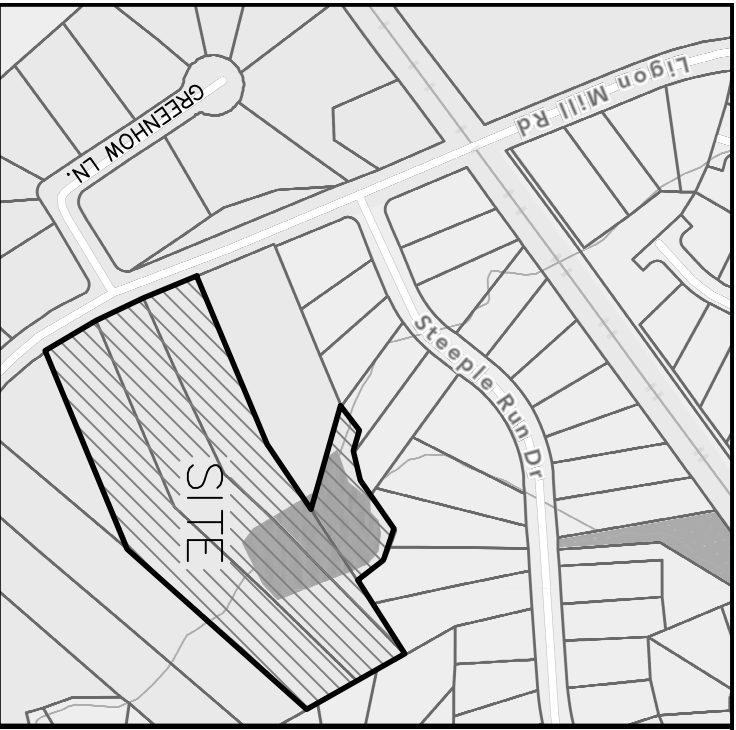
L. Jordan Parker Jr., PLS L-4685

333 South White Street, Post Office Box 1253

Wake Forest, NC 27588-1253

LEGAL DESCRIPTION

BEGINNING AT AN EXISTING IRON PIPE, SAID EXISTING IRON PIPE BEING LOCATION ON THE EASTERN RIGHT-OF-WAY OF LIGON MILL ROAD (N.C.S.R.#2044), SAID EXISTING IRON PIPE BEING THE COMMON CORNER OF PARCEL PIN# 1739.02-85-7453 AND SUBJECT LOT, SAID EXISTING IRON PIPE HAVING NC GRID NAD 83/2011 COORDINATES N(y): 795,430.37' E(x): 2,138,580.54'; THENCE ALONG RIGHT-OF-WAY WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 116.58', WITH A RADIUS OF 641.45', WITH A CHORD BEARING OF N 30°20'27"W, WITH A CHORD LENGTH OF 116.42',; TO A NEW IRON PIPE; THENCE N 26°02'39"W A DISTANCE OF 105.87' TO A BENT EXISTING IRON PIPE; THENCE N 22°34'50"W A DISTANCE OF 9.34' TO A BENT EXISTING IRON PIPE; THENCE N 22°34'50"W A DISTANCE OF 114.90' TO A NEW IRON PIPE, SAID NEW IRON PIPE BEING LOCATED ON THE EASTERN RIGHT-OF-WAY OF LIGON MILL ROAD AND THE COMMON PROPERTY CORNER OF PARCEL PIN# 1739.02-85-6952 AND SUBJECT LOT; THENCE LEAVING RIGHT-OF-WAY N 67°27'26"E A DISTANCE OF 368.96' TO AN EXISTING IRON PIPE; THENCE N 57°26'20"E A DISTANCE OF 150.03' TO A NEW IRON PIPE; THENCE N 72°59'40"W A DISTANCE OF 210.12' TO AN EXISTING IRON PIPE; THENCE N 51°43'47"E A DISTANCE OF 60.83' TO A NEW IRON PIPE; THENCE S 72°52'50"E A DISTANCE OF 42.46' TO A NEW IRON PIPE; THENCE N 77°43'46"E A DISTANCE OF 58.32' TO AN EXISTING IRON PIPE; THENCE N 54°55'36"E A DISTANCE OF 123.68' TO AN EXISTING IRON PIPE; THENCE S 70°03'52"E A DISTANCE OF 60.62' TO AN EXISTING IRON PIPE; THENCE S 39°57'57"E A DISTANCE OF 71.32' TO AN EXISTING IRON PIPE; THENCE N 57°26'20"E A DISTANCE OF 164.80' TO AN EXISTING IRON PIPE, SAID EXISTING IRON PIPE HAVING NC GRID COORDINATES N(y): 796,146.34' E(x): 2,139,182.07'; THENCE S 29°32'38"E A DISTANCE OF 233.41' TO AN EXISTING IRON PIPE; THENCE S 41°43'12"W A DISTANCE OF 458.10' TO AN EXISTING IRON PIPE; THENCE S 67°26'59"W A DISTANCE OF 445.84' TO AN EXISTING IRON PIPE; WHICH IS THE POINT OF BEGINNING, CONTAINING AN AREA OF 308,994 SQUARE FEET, 7.093 ACRES.



VICINITY MAP

I, MICHAEL A. MOSS CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY PERFORMED UNDER MY SUPERVISION FROM SURVEYED AREAS NOTED HEREON; THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION SHOWN IN THE REFERENCES; THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY AS CALCULATED IS GREATER THAN 1:10000; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED, WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL

THIS _____ DAY OF _____ A.D. 2023.

PROFESSIONAL LAND SURVEYOR
LICENSE NUMBER 1-3784
ANNEXATION MAP: AN-22-09, (FLM ENGINEERING)
7.093 ACRES
TOWN OF WAKE FOREST
FULFILLS REQUIREMENTS OF N.C.G.S. 160A-29
ORDINANCE # _____
ADOPTED: NC GRID NAD 83 (2011)
EFFECTIVE DATE OF ANNEXATION: _____

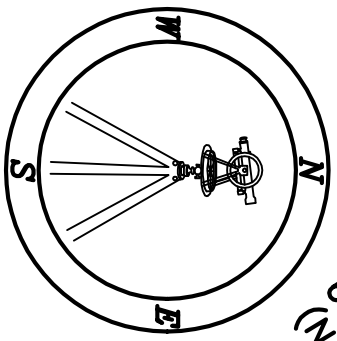
- NOTES:
- 1) AREA COMPUTED BY COORDINATE METHOD.
 - 2) THERE IS NO NOGS MONUMENT WITHIN 2000' OF THIS PROPERTY.
 - 3) THIS PROPERTY MAY BE SUBJECT TO NEUSE RIVER RIPARIAN BUFFER RULES, CALL N.C. DIVISION OF WATER QUALITY TO VERIFY (919-791-4200).

LINE TYPE LEGEND

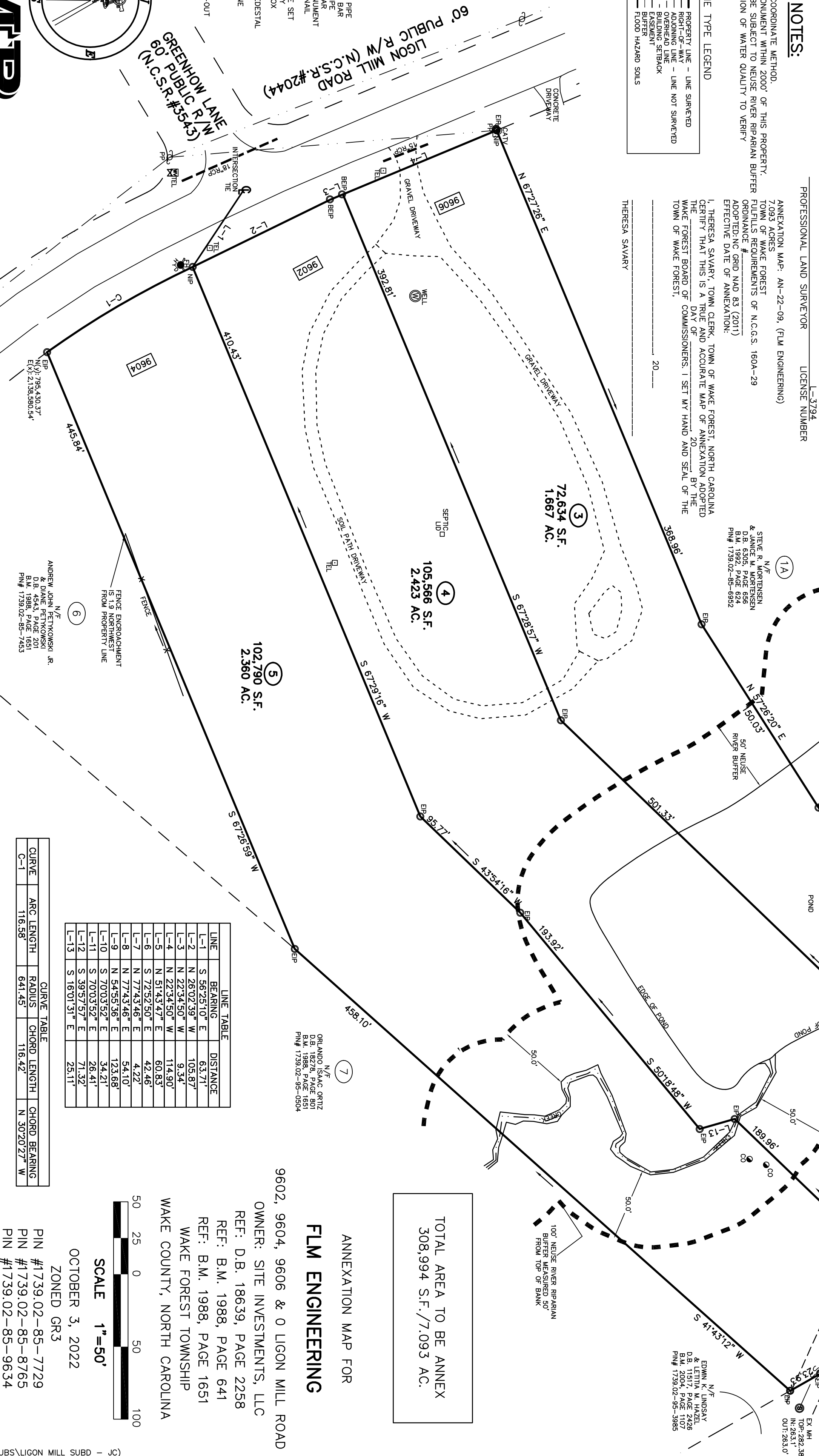
---	PROPERTY LINE - LINE SURVEYED
---	ADJOINING LINE - LINE NOT SURVEYED
---	BUILDING SETBACK
---	ADJACENT
---	BUFFER
---	FLOOD HAZARD SOILS

LEGEND:

- EP - EXISTING IRON PIPE
- EB - EXISTING BENT IRON BAR
- BEIP - BENT IRON PIPE
- CM - CONCRETE MONUMENT
- EPK - EXISTING PK NAIL
- SPK - SET PK NAIL
- NIP - NEW IRON PIPE SET
- CP - CONCRETE PILE
- CB - CATCH BASIN
- MH - MANHOLE
- TH - FIRE HYDRANT
- PP - POWER POLE
- OH - OVERHEAD LINE
- LP - LIGHT POLE
- WM - WATER METER
- WV - WATER VALVE
- CC - SEWER CLEAN-OUT
- CO - CONCRETE
- CB - CATCH BASIN
- MH - MANHOLE
- TH - FIRE HYDRANT



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

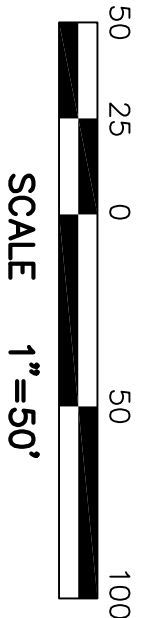


ANNEXATION MAP FOR

FLM ENGINEERING

OWNER: SITE INVESTMENTS, LLC
REF: D.B. 18639, PAGE 2258
REF: B.M. 1988, PAGE 641
REF: B.M. 1988, PAGE 1651
WAKE FOREST TOWNSHIP
WAKE COUNTY, NORTH CAROLINA

WAKE COUNTY, NORTH CAROLINA



OCTOBER 3, 2022

ZONED GR3

PIN #1739.02-85-7729
PIN #1739.02-85-8765
PIN #1739.02-85-9634
PIN #1739.02-86-8083

CURVE	ARC LENGTH	RADIUS	CHORD LENGTH	CHORD BEARING
C-1	116.58'	641.45'	116.42'	N 30°20'27" W

LINE	BEARING	DISTANCE
L-1	S 56°25'10" E	63.71'
L-2	N 26°02'39" W	105.87'
L-3	N 22°34'50" W	9.34'
L-4	N 22°34'50" W	114.90'
L-5	N 51°43'47" E	60.83'
L-6	S 72°52'50" E	42.46'
L-7	N 77°43'46" E	4.22'
L-8	N 77°43'46" E	54.10'
L-9	N 54°55'36" E	123.68'
L-10	S 70°03'52" E	34.21'
L-11	S 70°03'52" E	26.41'
L-12	S 39°57'57" E	71.32'
L-13	S 16°01'31" E	25.11'

(X:\SUBS\LIGON MILL SUBD - JC)



TOWN of WAKE FOREST

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

CONTIGUOUS ANNEXATION PETITION APPLICATION

(Last updated: July 2013)

Submittal Date: 9/26/2022

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

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

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

See attached map and description.

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

Michael Jordan (Site Investments, LLC)

933 Old Knight Rd
Knightsdale, NC 27545-9065

Name

Address

Signature

Date

Name

Address

Signature

Date

Name

Address

Signature

Date

Name

Address

Signature

Date

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

ORDINANCE 2023-XXX

ORDINANCE OF THE BOARD OF COMMISSIONERS OF THE TOWN OF WAKE FOREST, NORTH CAROLINA

(Contiguous annexation submitted by Site Investments, LLC for property associated with Ligon Park Subdivision located at 0 Ligon Mill Road, 9606 Ligon Mill Road, 9602 Ligon Mill Road, and 9604 Ligon Mill Road being Wake County PINs 1739-86-8083, 1739-85-7729, 1739-85-8765 and 1739-85-9634 being approximately 7.093 acres.)

WHEREAS, the Board of Commissioners has adopted a resolution under N.C.G.S. 160A-58.2, as amended, stating its intent to annex the area described below; and

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

WHEREAS, the Town Clerk has certified the sufficiency of said petition and a public hearing on the question of this annexation was held at the Town of Wake Forest Town Hall at 6:00 p.m. on March 21, 2023, after due notice by publication on March 10, 2023; and

WHEREAS, the Board of Commissioners does hereby find as a fact that said petition meets the requirements of N.C.G.S. 160A-58.2, as amended; and

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

Section 1. By virtue of the authority granted by N.C.G.S. 160A-58.2, as amended, the following described territory is hereby annexed and made part of the Town of Wake Forest as of the 21st day of March, 2023.

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

Section 2. Upon and after the 21st day of March, 2023, the territory and its citizens and property shall be subject to all debts, laws, ordinances, and regulations in force in the Town of Wake Forest and shall be entitled to the same privileges and benefits as other parts of the Town of Wake Forest. Said territory shall be subject to municipal taxes according to N.C.G.S. 160A-58.10.

Section 3. The Mayor and the Town of Wake Forest shall cause to be recorded in the office of the Register of Deeds of Wake County, and in the office of the Secretary of State at Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1 hereof, together with a duly certified copy of this ordinance.

Adopted and effective this 21st day of March 2023.

Vivian A. Jones
Mayor

ATTEST:

APPROVED AS TO FORM:

Theresa Savary
Town Clerk

Hassan Kingsberry
Town Attorney



Board of Commissioners Agenda Item Report

Agenda Item No.: 2022-29-
Submitted by: Jennifer Currin
Submitting Department: Planning
Meeting Date: March 21, 2023

SUBJECT

Continuation of Public Hearing on LEGISLATIVE CASE RZ-22-06, Harris Road Subdivision; rezoning filed by Church Street Company to rezone 68.28± acres located at 0 Harris Road, being Wake County Tax PIN 1841392412, from Rural Holding District (RD) to Highway Business Conditional District (HB CD), Neighborhood Business Conditional District (NB CD), and General Residential 10 Conditional District (GR10 CD).

Recommendation:

Item Summary:

ATTACHMENTS

- [Agenda Summary_BoC 32123.pdf](#)

Agenda Item: Continuation of Public Hearing on LEGISLATIVE CASE RZ-22-06, Harris Road Subdivision; rezoning filed by Church Street Company to rezone 68.28± acres located at 0 Harris Road, being Wake County Tax PIN 1841392412, from Rural Holding District (RD) to Highway Business Conditional District (HB CD), Neighborhood Business Conditional District (NB CD), and General Residential 10 Conditional District (GR10 CD).

Summary: A public comment session was held at the December 13, 2022 Planning Board meeting. The Planning Board voted 6-0 to find the request inconsistent with the Community Plan and recommended denial of the zoning map amendment (rezoning) request.

At the January 17, 2023 Board of Commissioners meeting, the Board approved the applicant's request to continue the public hearing to the March 21, 2023 meeting to address comments made by the Planning Board and Board of Commissioners.

The applicant submitted a revised layout (not a full master plan set) for staff to review on March 8, 2023. Staff is recommending that the public hearing be continued until the April 18, 2023 Board of Commissioners meeting so that the staff has adequate time to review the partially revised plan set and the proposal may be taken before the US-1 Council of Planning for a recommendation.

Attachments: None



Board of Commissioners Agenda Item Report

Agenda Item No.: 2023-82-

Submitted by: Terry Savary

Submitting Department: Administration

Meeting Date: March 21, 2023

SUBJECT

Resolution by the Town of Wake Forest Authorizing Execution of Opioid Settlements and Approving The Supplemental Agreement for Additional Funds Between the State of North Carolina and Local Governments on Proceeds Relating to the Settlement of Opioid Litigation

Recommendation:

Item Summary:

ATTACHMENTS

- [Action_Required_Teva_Allergan_CVS_Walgreen.pdf](#)
- [Resolution2023-13ForMunicipalities2ndSettlementsOpioidLitigationMar202321.pdf](#)

New National Opioids Settlements: Teva, Allergan, CVS, Walgreens, and Walmart
Opioids Implementation Administrator
opioidsparticipation@rubris.com

Wake Forest town, NC
Reference Number: CL-387478

TO NORTH CAROLINA COUNTIES AND MUNICIPALITIES:

THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOID SETTLEMENTS. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

Deadline: April 18, 2023

Five new proposed national opioid settlements ("*New National Opioid Settlements*") have been reached with **Teva, Allergan, CVS, Walgreens, and Walmart** ("*Settling Defendants*"). This *Participation Package* is a follow-up communication to the *Notice of National Opioid Settlements* recently received electronically by your subdivision ("*subdivision*").

You are receiving this *Participation Package* because North Carolina is participating in the following settlements:

- **Teva**
- **Allergan**
- **CVS**
- **Walgreens**
- **Walmart**

This electronic envelope contains:

- *Participation Forms* for Teva, Allergan, CVS, Walgreens, and Walmart, including a release of any claims.
- The North Carolina Supplemental Agreement for Additional Funds from Additional Settlements of Opioid Litigation ("*SAAF*").

The *Participation Form for each settlement* must be executed, without alteration, and submitted on or before April 18, 2023, in order for your subdivision to be considered for initial participation calculations and payment eligibility.

The SAAF is a supplement to the North Carolina Memorandum of Agreement ("*MOA*") on the allocation, use, and reporting of funds from the prior opioid settlements with the "big three" drug distributors plus Johnson & Johnson.

Based upon subdivision participation forms received on or before April 18th, the subdivision participation rate will be used to determine whether participation for each deal is sufficient for the settlement to move forward and whether a state earns its maximum potential payment under the settlement. If the settlement moves

forward, your release will become effective. If a settlement does not move forward, that release will not become effective.

Any subdivision that does not participate cannot directly share in the settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds. Any subdivision that does not participate may also reduce the amount of money for programs to remediate the opioid crisis in its state. Please note, a subdivision will not necessarily directly receive settlement funds by participating; decisions on how settlement funds will be allocated within a state are subject to the North Carolina SAAF and MOA.

You are encouraged to discuss the terms and benefits of the *New National Opioid Settlements* with your counsel, the North Carolina Attorney General's Office, the North Carolina Association of County Commissioners, and the North Carolina League of Municipalities.

Information and documents regarding the *New National Opioid Settlements* can be found on the national settlement website at <https://nationalopioidsettlement.com/>. This website will be supplemented as additional documents are created.

Information about how these settlements are being implemented in North Carolina and how funds will be allocated within the state can be found at <https://www.MorePowerfulNC.org>. This website also includes draft resolution templates for your governing body to authorize joining these settlements and the North Carolina SAAF.

How to return signed forms:

There are three methods for returning the executed *Participation Forms* and any supporting documentation to the Implementation Administrator:

- (1) *Electronic Signature via DocuSign*: Executing the *Participation Forms* electronically through DocuSign will return the signed forms to the Implementation Administrator and associate your forms with your subdivision's records. Electronic signature is the most efficient method for returning *Participation Forms*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.
- (2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning manually signed *Participation Forms* via DocuSign will associate your signed forms with your subdivision's records.
- (3) *Manual Signature returned via electronic mail*: If your subdivision is unable to return executed *Participation Forms* using DocuSign, signed *Participation Forms* may be returned via electronic mail to

opioidsparticipation@rubris.com. Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line Settlement Participation Forms - [Subdivision Name, Subdivision State] - [Reference ID].

Detailed instructions on how to sign and return the *Participation Forms*, including changing the authorized signer, can be found at <https://nationalopioidsettlement.com>. You may also contact opioidsparticipation@rubris.com.

The sign-on period for subdivisions ends on April 18, 2023.

If you have any questions about executing these forms, please contact your counsel, the Implementation Administrator at opioidsparticipation@rubris.com, or the North Carolina Attorney General's Office at opioidsettlement@ncdoj.gov.

Thank you,

National Opioids Settlements Implementation Administrator

The Implementation Administrator is retained to provide the settlement notice required by the respective settlement agreements referenced above and to manage the collection of settlement participation forms for each settlement.

Supplemental Agreement for Additional Funds From Additional Settlements of Opioid Litigation

I. PURPOSE

The purpose of this Supplemental Agreement for Additional Funds (“SAAF”) is to direct Additional Funds from Additional Settlements of opioid litigation to the state of North Carolina and local governments in a manner consistent with the Memorandum of Agreement (“MOA”) Between the State of North Carolina and Local Governments on Proceeds Relating to the Settlement of Opioid Litigation that has governed the distribution of Opioid Settlement Funds to the State and its Local Governments since May 2022.

This SAAF does not change the scope or meaning of the MOA with respect to Opioid Settlement Funds governed by the MOA. Instead, this SAAF applies the terms of the MOA – with certain clarifications noted below – to the Additional Settlements and Additional Funds described below.

II. SCOPE

- A. Scope of the MOA. Under the terms of the MOA, the MOA governs Opioid Settlement Funds from:
 - 1. The National Settlement Agreement with the drug distributors Cardinal, McKesson, and AmerisourceBergen and the drug maker Johnson & Johnson and its subsidiary Janssen Pharmaceuticals; and
 - 2. The Bankruptcy Resolution with Mallinckrodt; any Bankruptcy Resolution with Purdue; and any other Bankruptcy Resolution as the term “Bankruptcy Resolution” is defined in the MOA.
- B. Scope of this SAAF. This SAAF governs Additional Funds from the Additional Settlements with Additional Settling Defendants Walmart, Inc., Teva Pharmaceutical Industries Ltd., Allergan Finance, LLC, Allergan Limited, CVS Health Corporation, CVS Pharmacy, Inc., and Walgreen Co., as well as their subsidiaries, affiliates, officers, and directors named in the Additional Settlements.

III. APPLICATION OF THE MOA TO ADDITIONAL SETTLEMENTS AND FUNDS

The MOA, which is incorporated herein by reference, governs Additional Settlements and Additional Funds in every respect, except as set forth hereinbelow. In the event of any conflict between the MOA and this SAAF, with respect to Additional Settlements and Additional Funds, the provisions of this SAAF shall take precedence.

A. Definitions.

1. The definitions used in the MOA are incorporated by reference into this SAAF.
2. “Additional Funds” shall mean all funds allocated by the Additional Settlements to the State or Local Governments for purposes of opioid remediation activities, as well as any repayment of those funds and any interest or investment earnings that may accrue as those funds are temporarily held before being expended on opioid remediation strategies. Not included are funds made available in Additional Settlements for the payment of the Parties’ litigation expenses or the reimbursement of the United States Government.
3. “Additional Settlements” means a national opioid settlement agreement with the Parties and one or more of the Additional Settling Defendants concerning alleged misconduct in manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic.
4. “Additional Settling Defendants” means the defendants listed in section II.B of this SAAF.
5. “Local Counsel” means legal counsel and law firms who have a principal office in North Carolina and represented one or more North Carolina counties and municipalities in litigation against one or more Additional Settling Defendant concerning opioids.
6. “National Counsel” means legal counsel and law firms who have a principal office outside of North Carolina and represented various North Carolina counties and municipalities in litigation against one or more Settling Defendant or Additional Settling Defendant concerning opioids.
7. “Required Local Governments” means all North Carolina counties and municipalities that have filed litigation against any of the Settling Defendants or Additional Settling Defendants.

B. Allocation of Additional Funds

1. Method of distribution. Pursuant to any Additional Settlements, Additional Funds shall be distributed directly to the State, Local Governments, and Local Counsel for such uses as set forth in the MOA and this SAAF, provided Opioid Settlement Funds shall not be considered funds of the State, any Local Governments, or any Local Counsel unless and until such time as each distribution is made.
2. Overall allocation of funds. Additional Funds shall be allocated as follows with respect to each payment from the Additional Settling Defendants: (i) 15% directly to the State ("State Additional Abatement Fund"), (ii) 84.62% to abatement funds established by Local Governments ("Local Additional Abatement Funds"), and (iii) 0.38% to a Local Counsel Fee Fund described in section IV of this SAAF.
3. The allocation of Local Additional Abatement Funds between Local Governments shall be as described in MOA section B.3. However, to the extent required by the terms of an Additional Settlement, the proportions set forth in MOA Exhibit G shall be adjusted: (i) to provide no payment from an Additional Settlement to any listed county or municipality that does not participate in the Additional Settlement; and (ii) to provide a reduced payment from an Additional Settlement to any listed county or municipality that signs onto the Additional Settlement after the deadline specified by the Additional Settlement.
4. Municipal allocations of Local Additional Abatement Funds shall be as described in MOA section B.4. Consistent with the manner in which MOA section B.4.b has been interpreted by the parties to the MOA with respect to Opioid Settlement Funds, a municipality that directs Local Additional Abatement Funds to the county or counties in which it is located pursuant to MOA section B.4 shall be relieved of any reporting or other obligations under the MOA with respect to the redirected funds.
5. The use of Additional Funds for opioid remediation activities shall be as described in MOA section B.5.
6. All Parties acknowledge and agree the Additional Settlements will require a Local Government to release all its claims against the Additional Settling Defendants to receive Additional Funds. All Parties further acknowledge and agree based on the terms of the Additional Settlements, a Local Government may receive funds through this SAAF only after complying with all requirements set forth in the Additional Agreements to release its claims.

C. Payment of Litigating and Non-Litigating Parties

No party engaged in litigating the MDL Matter shall receive a smaller payment than a similarly situated non-litigating Party, other than as based on the Allocation Proportions in MOA Exhibit G.

D. Special Revenue Fund

Every Local Government receiving Additional Funds shall either (1) deposit the Additional Funds in the special revenue fund that the Local Government created for Opioid Settlement Funds pursuant to MOA section D.1 or (2) create a separate special revenue fund as described in MOA section D.1 that is designated for the receipt and expenditure of the Additional Funds. In either case, every Local Government receiving Additional Funds shall abide by MOA section D and other relevant provisions of the MOA with respect to the Additional Funds in the special revenue fund.

E. Opioid Remediation Activities

1. Local Governments shall expend Additional Funds according to the requirements for Opioid Settlement Funds stated in MOA section E.
2. The coordination group established by MOA section E.7 and described in MOA Exhibit D shall have the same responsibilities with respect to remediation activities funded by Additional Funds and related requirements and procedures that it has with respect to the Opioid Settlement Funds covered by the MOA.

F. Auditing, Compliance, Reporting, and Accountability

1. The Auditing, Compliance, Reporting, and Accountability provisions stated in MOA section F shall apply to Additional Funds in the way they apply to Opioid Settlement Funds.
2. The coordination group established by MOA section E.7 and described in MOA Exhibit D shall have the same responsibilities with respect to auditing, compliance, reporting, and accountability provisions relating to Additional Funds that it has with respect to the Opioid Settlement Funds covered by the MOA.

G. Effectiveness

1. When this SAAF takes effect. This SAAF shall become effective at the time a sufficient number of Local Governments have joined the SAAF to qualify the SAAF as a State-Subdivision Agreement under the Additional Settlements. If this SAAF does not thereby qualify as a State-Subdivision Agreement, this SAAF will have no effect.
2. Amendments to the SAAF.
 - a. Amendments to conform to final national documents. The Attorney General, with the consent of a majority vote from a group of Local Government attorneys appointed by the Association of County Commissioners, may initiate a process to amend this SAAF to make any changes required by the final provisions of the Additional Settlements. The Attorney General's Office will provide written notice of the necessary amendments to all the previously joining parties. Any previously joining party will have a two-week opportunity to withdraw from the SAAF. The amendments will be effective to any party that does not withdraw.
 - b. Coordination group. The coordination group may make the changes to the SAAF described and authorized in MOA Exhibit D.
 - c. No amendments to allocation between Local Governments. Notwithstanding any other provision of this SAAF, the allocation proportions set forth in MOA Exhibit G may not be amended.
 - d. General amendment power. After execution, the coordination group may propose other amendments to the SAAF, subject to the limitation in Section G.2.c of this SAAF. Such amendments will take effect only if approved in writing by the Attorney General and at least two-thirds of the Local Governments who are Parties to this SAAF. In the vote, each Local Government Party will have a number of votes measured by the allocation proportions set forth in MOA Exhibit G.
3. Acknowledgement. The Parties acknowledge this SAAF is an effective and fair way to address the needs arising from the public health crisis due to the misconduct committed by the Pharmaceutical Supply Chain Participants.

4. When SAAF is no longer in effect. This SAAF is effective until one year after the last date on which any (a) Opioid Settlement Funds are being spent by Local Governments pursuant to the National Settlement Agreement and any Bankruptcy Resolution or (b) Additional Funds are being spent by Local Governments pursuant to the Additional Settlements.
5. Application of SAAF to settlements. This SAAF applies to the Additional Settlements.
6. Applicable law and venue. Unless required otherwise by the Additional Settlements, this MOA shall be interpreted using North Carolina law and any action related to the provisions of this SAAF must be adjudicated by the Superior Court of Wake County. If any provision of this SAAF is held invalid by any court of competent jurisdiction, this invalidity does not affect any other provision which can be given effect without the invalid provision.
7. Scope of this SAAF. The Parties acknowledge this SAAF does not excuse any requirements placed upon them by the terms of the Additional Settlements, except to the extent those terms allow for a State-Subdivision Agreement to do so.
8. No third party beneficiaries. No person or entity is intended to be a third party beneficiary of this SAAF.
9. No effect on authority of parties. Nothing in this SAAF shall be construed to affect or constrain the authority of the Parties under law.
10. Signing and execution of this SAAF. This SAAF may be signed and executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. A signature transmitted by facsimile, electronic image, or DocuSign shall be deemed an original signature for purposes of executing this SAAF. Each person signing this SAAF represents he or she is fully authorized to enter into the terms and conditions of, and to execute, this SAAF, and all necessary approvals and conditions precedent to execution have been satisfied.

IV. LOCAL COUNSEL FEE FUND

Local Counsel have reviewed the Additional Settlements, find them to be equitable, and recommend their clients execute these Additional Settlements and this SAAF. If (1) all Local Counsel sign this SAAF whereby they consent to the terms of this SAAF and agree to be legally bound by this SAAF, including but not limited to Section IV of this SAAF, and (2) all Required Local Governments agree on or before April 18, 2023 to dismiss all litigation against the Additional Settling Defendants as required by the Additional Settlements, then each Local Counsel shall be entitled to receive a portion of the Local Counsel Fee Fund for the Additional Settlements, in such proportions as set forth below. If one or more Required Local Governments does not dismiss litigation as required by the Additional Settlements, then the 0.38% share of Additional Funds set forth in Section III.B.2 of this SAAF for the Local Counsel Fee Fund shall be included in the Local Additional Abatement Funds, such that 85% of the Additional Funds will be allocated to Local Additional Abatement Funds, and 0% will be allocated to the Local Counsel Fee Fund.

Local Counsel release all North Carolina counties and municipalities from any claim regarding the obligation to pay legal fees or costs relating to their representation of North Carolina counties and municipalities regarding opioid claims and litigation against the Settling Defendants and Additional Settling Defendants. Local Counsel retain their rights to recover legal fees from any national legal fee fund established by a national settlement and to collect any fees due from National Counsel. If one or more National Counsel fails to release its North Carolina client counties and/or municipalities from any contractual obligation to pay legal fees or costs relating to their representation of North Carolina counties and municipalities regarding opioid claims and litigation against the Settling Defendants and Additional Settling Defendants, as required for National Counsel and Local Counsel to receive a portion of the national fee funds created by the National Settlement Agreements and Additional Settlement, then the 0.38% share of Additional Funds set forth in Section III.B.2 of this SAAF for the Local Counsel Fee Fund shall be included in the Local Additional Abatement Funds, such that 85% of the Additional Funds will be allocated to Local Additional Abatement Funds, and 0% will be allocated to the Local Counsel Fee Fund.

As soon as practicable, but in any event no later than May 1, 2023, Local Counsel shall report to the settlement administrator the proportion of the Local Counsel Fee Fund to be received by each Local Counsel. No funds shall be paid out of the Local Counsel Fee Fund until such report is received. Each Local Counsel's release of claims against all North Carolina counties and municipalities as provided above shall remain in full force and effect regardless of the proportion of the Local Counsel Fee Fund that any Local Counsel receives.

IN WITNESS WHEREOF, the parties, through their duly authorized officers, have executed this Supplemental Agreement for Additional Funds under seal as of the date hereof.

Wake Forest town, NC
Reference Number: CL-387478

Signature: _____
Name: _____
Title: _____
Date: _____

EXHIBIT K
Subdivision and Special District Settlement Participation Form

Will your subdivision or special district be signing the settlement participation forms for the Allergan and Teva Settlements at this time?

☐ Yes ☐ No

Governmental Entity: Wake Forest town	State: NC
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Allergan Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Allergan Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Allergan Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Allergan Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within fourteen (14) days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the MDL Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Allergan Settlement pertaining to Subdivisions and Special Districts as defined therein.
5. By agreeing to the terms of the Allergan Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Allergan Settlement solely for the purposes provided therein.



7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Allergan Settlement.
8. The Governmental Entity has the right to enforce the Allergan Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Allergan Settlement, including, but not limited to, all provisions of **Section V (Release)**, and along with all departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Allergan Settlement are intended to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Allergan Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Allergan Settlement.
11. In connection with the releases provided for in the Allergan Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Allergan Settlement.

12. Nothing herein is intended to modify in any way the terms of the Allergan Settlement, to which the Governmental Entity hereby agrees. To the extent this Settlement Participation Form is interpreted differently from the Allergan Settlement in any respect, the Allergan Settlement controls.



I have all necessary power and authorization to execute this Settlement Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



Exhibit K
Subdivision and Special District Settlement Participation Form

Governmental Entity: Wake Forest town	State: NC
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Teva Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Teva Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Teva Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Teva Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Teva Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Teva Settlement pertaining to Subdivisions as defined therein.
5. By agreeing to the terms of the Teva Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Teva Settlement solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Teva Settlement.



8. The Governmental Entity has the right to enforce the Teva Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Teva Settlement, including but not limited to all provisions of Section V (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Teva Settlement are intended by Released Entities and the Governmental Entity to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Teva Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Teva Settlement.
11. In connection with the releases provided for in the Teva Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Teva Settlement.

12. Nothing herein is intended to modify in any way the terms of the Teva Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Teva Settlement in any respect, the Teva Settlement controls.



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



EXHIBIT K**Subdivision Participation and Release Form**

Will your subdivision or special district be signing the settlement participation form for the CVS Settlement at this time?

☐ Yes ☐ No

Governmental Entity: Wake Forest town	State: NC
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 (“*CVS Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the CVS Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the CVS Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the CVS Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the CVS Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the CVS Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the CVS Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the CVS Settlement.
7. The Governmental Entity has the right to enforce the CVS Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the CVS Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The CVS Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the CVS Settlement.
10. In connection with the releases provided for in the CVS Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the CVS Settlement.



11. Nothing herein is intended to modify in any way the terms of the CVS Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the CVS Settlement in any respect, the CVS Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



EXHIBIT K**Subdivision Participation and Release Form**

Will your subdivision or special district be signing the settlement participation form for the Walgreens Settlement at this time?

☐ Yes ☐ No

Governmental Entity: Wake Forest town	State: NC
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 (“*Walgreens Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walgreens Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Walgreens Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the Walgreens Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Walgreens Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walgreens Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walgreens Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Walgreens Settlement.
7. The Governmental Entity has the right to enforce the Walgreens Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walgreens Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walgreens Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walgreens Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Walgreens Settlement.
10. In connection with the releases provided for in the Walgreens Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walgreens Settlement.



11. Nothing herein is intended to modify in any way the terms of the Walgreens Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Walgreens Settlement in any respect, the Walgreens Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



EXHIBIT K**Subdivision Participation Form**

Will your subdivision or special district be signing the settlement participation form for the Walmart Settlement at this time?

☐ Yes ☐ No

Governmental Entity: Wake Forest town	State: NC
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated November 14, 2022 ("Walmart Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walmart Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Walmart Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event within 14 days of the Effective Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Walmart Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walmart Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walmart Settlement.
7. The Governmental Entity has the right to enforce the Walmart Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walmart Settlement, including but not limited to all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walmart Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walmart Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Walmart Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walmart Settlement.

10. Nothing herein is intended to modify in any way the terms of the Walmart Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Walmart Settlement in any respect, the Walmart Settlement controls.



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



RESOLUTION 2023-13

RESOLUTION BY THE TOWN OF WAKE FOREST AUTHORIZING EXECUTION OF OPIOID SETTLEMENTS AND APPROVING THE SUPPLEMENTAL AGREEMENT FOR ADDITIONAL FUNDS BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION

WHEREAS, the opioid overdose epidemic had taken the lives of more than 32,000 North Carolinians (2000-2021);

WHEREAS, the COVID-19 pandemic has compounded the opioid overdose crisis, increasing levels of drug misuse, addiction, and overdose death; and

WHEREAS, the Centers for Disease Control and Prevention estimates the total economic burden of prescription opioid misuse alone in the United States is \$78.5 billion a year, including the costs of healthcare, lost productivity, addiction treatment, and criminal justice involvement; and

WHEREAS, certain counties and municipalities in North Carolina joined with thousands of local governments across the country to file lawsuits against opioid manufacturers, pharmaceutical distribution companies, and chain drug stores to hold those companies accountable for their misconduct; and

WHEREAS, settlements have been reached in litigation against Walmart, Inc., Teva Pharmaceutical Industries Ltd., Allergan Finance, LLC, Allergan Limited, CVS Health Corporation, CVS Pharmacy, Inc., and Walgreen Co., as well as their subsidiaries, affiliates, officers, and directors named in the these Settlements; and

WHEREAS, representatives of local North Carolina governments and the North Carolina Department of Justice have negotiated and prepared a Supplemental Agreement for Additional Funds (SAAF) to provide for the equitable distribution of the proceeds of these settlements; and

WHEREAS, by joining the settlements and approving the SAAF, the state and local governments maximize North Carolina's share of opioid settlement funds to ensure the needed resources reach communities, as quickly, effectively, and directly as possible; and

WHEREAS, it is advantageous to all North Carolinians for local governments, including the Town of Wake Forest and its residents, to sign onto the settlements and SAAF

and demonstrate solidarity in response to the opioid overdose crisis, and to maximize the share of opioid settlement funds flowing to North Carolina to help abate the harm; and

WHEREAS, the SAAF directs substantial resources over multiple years to local governments on the front lines of the opioid overdose epidemic while ensuring that these resources are used in an effective way to address the crisis;

NOW, THEREFORE BE IT RESOLVED, that the Town of Wake Forest Board of Commissioners hereby authorizes the Town Attorney to execute all documents necessary to enter into opioid settlement agreements with Walmart, Walgreens, CVS, Allergan, and Teva, to execute the SAAF, and to provide such documents to Rubris, the Implementation Administrator.

Adopted this the 21st day of March, 2023.

Vivian A. Jones, Mayor

ATTEST:

Theresa Savary, Town Clerk



Board of Commissioners Agenda Item Report

Agenda Item No.: 2023-91-

Submitted by: Terry Savary

Submitting Department: Administration

Meeting Date: March 21, 2023

SUBJECT

Approval of Appointments to Citizen Advisory Boards

Recommendation:

Item Summary:

ATTACHMENTS

- [Resolution2023-XX HPC MEMBER.docx](#)
- [Resolution2023-XX TAB Youth Member.docx](#)

RESOLUTION 2023 - XX
ADVISORY BOARD/COMMISSION APPOINTMENTS
FOR THE TOWN OF WAKE FOREST, NORTH CAROLINA

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

Historic Preservation Council

Jason Mabraten

(March 22, 2023 – December 31, 2025)

Duly resolved this 21st day of March 2023.

ATTEST:

Vivian A. Jones
Mayor

Theresa Savary
Town Clerk

RESOLUTION 2023 - XX
ADVISORY BOARD/COMMISSION APPOINTMENTS
FOR THE TOWN OF WAKE FOREST, NORTH CAROLINA

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

Technology Advisory Board

Robbie Harper (Youth Member)

(March 22, 2023 – December 31, 2024)

Duly resolved this 21st day of March 2023.

ATTEST:

Vivian A. Jones
Mayor

Theresa Savary
Town Clerk



Board of Commissioners Agenda Item Report

Agenda Item No.: 2023-74-

Submitted by: Elisabeth Palermo

Submitting Department: Engineering

Meeting Date: March 21, 2023

SUBJECT

Consideration of resolution declaring the intent of the Board of Commissioners to consider closing a portion of ROW abutting Caddell St.

Recommendation:

The Town committed funding for improvements to Caddell St. in 2013 as part of a larger project to pave unpaved roads in the Town. After the improvements, Caddell St. was added to the Powell Bill in 2016. The project left the Town with more ROW than is needed. The developer of the property identified by PIN 1841516796 has requested that the Town abandon the unnecessary portion of ROW to allow the development of the Wake Forest Food Hall.

Item Summary:

ATTACHMENTS

- [Attachment_A_Summary Intent to abandon ROW at Caddell St..docx](#)
- [Attachment_B_Resolution Consideration of Intent to abandon ROW at Caddell St..docx](#)
- [Attachment_C_Plat Caddell ROW Abandonment.pdf](#)
- [Attachment_D_Caddell ROW Metes and Bounds Description.pdf](#)
- [Attachment_E_Food Hall Abandon ROW Presentation.pptx](#)

Agenda Item: Consideration of resolution declaring the intent of the Board of Commissioners to consider closing a portion of right-of-way (ROW) abutting Caddell St.

Summary: The Town committed funding for improvements to Caddell St. in 2013 as part of a larger project to pave unpaved roads in the Town. After the improvements, Caddell St. was added to the Powell Bill in 2016. This project improved Caddell St. from a one-way unpaved road to a paved curb and gutter road with sidewalk on one side. The project left the Town with a variable width ROW along this road and more ROW than is needed. The developer of the property identified by PIN 1841516796 has requested that the Town abandon the unnecessary portion of ROW to allow the development of the Wake Forest Food Hall to use this land.

Attachments: Attachment_A_ Summary Intent to abandon ROW at Caddell St.

Attachment_B_Resolution Consideration of Intent to abandon ROW at Caddell St.

Attachment_C_Plat Caddell ROW Abandonment

Attachment_D_Caddell ROW Metes and Bounds Description

Attachment_E_Food Hall Abandon ROW Presentation

RESOLUTION 2023-xx

RESOLUTION DECLARING THE INTENT OF THE BOARD OF
COMMISSIONERS OF THE TOWN OF WAKE FOREST, NORTH
CAROLINA TO CONSIDER CLOSING A PORTION OF RIGHT-OF-WAY
ABUTTING CADDELL ST.

WHEREAS, N.C.G.S. 160A-299 authorizes the Board of Commissioners of the Town of Wake Forest, North Carolina to close public streets and alleys; and

WHEREAS, the Board of Commissioners of the Town of Wake Forest, North Carolina considers it advisable to conduct a public hearing for the purpose of giving consideration to close a portion of right-of-way (ROW) abutting Caddell St.

BE IT RESOLVED by the Board of Commissioners of the Town of Wake Forest, North Carolina, meeting in regular session that:

Section 1. That a public hearing on the question of closing a portion of Caddell St will be held at the Wake Forest Town Hall at 6:00 p.m. on the 18th day of April 2023; and

Section 2. That this resolution will be published once a week for four (4) successive weeks; and

Section 3. That this resolution is sent by registered or certified mail to each owner of property along said street a copy of this resolution of intent; and

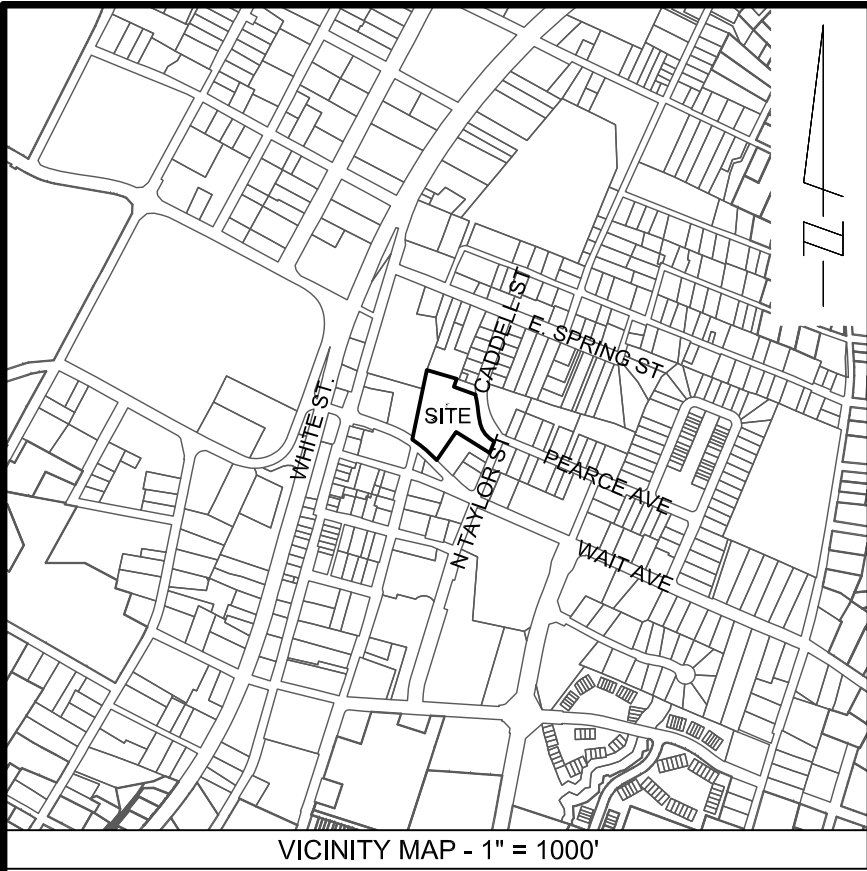
Section 4. That this resolution of intent is posted as required by N.C.G.S. 160A-299.

Duly adopted this 21st day of March 2023.

(ATTEST)

Vivian A. Jones
Mayor

Theresa Savary
Town Clerk



I, DAN GREGORY, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION, DEED DESCRIPTION RECORDED IN BOOK, SEE, PAGE, REFERENCES, ; THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK, SEE, PAGE, REFERENCES, ; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000+; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.

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

WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS

DAY OF , 2023.

DAN GREGORY, PLS L-5240

CERTIFICATE OF OWNERSHIP AND DEDICATION

I HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON, WHICH IS LOCATED IN THE SUBDIVISION JURISDICTION OF WAKE FOREST, AND THAT I HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY FREE CONSENT, ESTABLISH MINIMUM BUILDING SETBACK LINES, AND DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS, AND OTHER SITES AND EASEMENTS TO PUBLIC OR PRIVATE USE AS NOTED. FURTHERMORE, I HEREBY DEDICATE ALL SANITARY SEWER, STORM SEWER AND WATER LINES TO THE TOWN OF WAKE FOREST OR OTHER PUBLIC AGENCY AS NOTED ON THIS PLAT.

DATE AGNC VENTURES I LLC

STATE OF NORTH CAROLINA – COUNTY OF WAKE

APPROVED FOR RECORDING BY THE TOWN OF WAKE FOREST.

I, REVIEW OFFICER OF THE TOWN OF WAKE FOREST, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

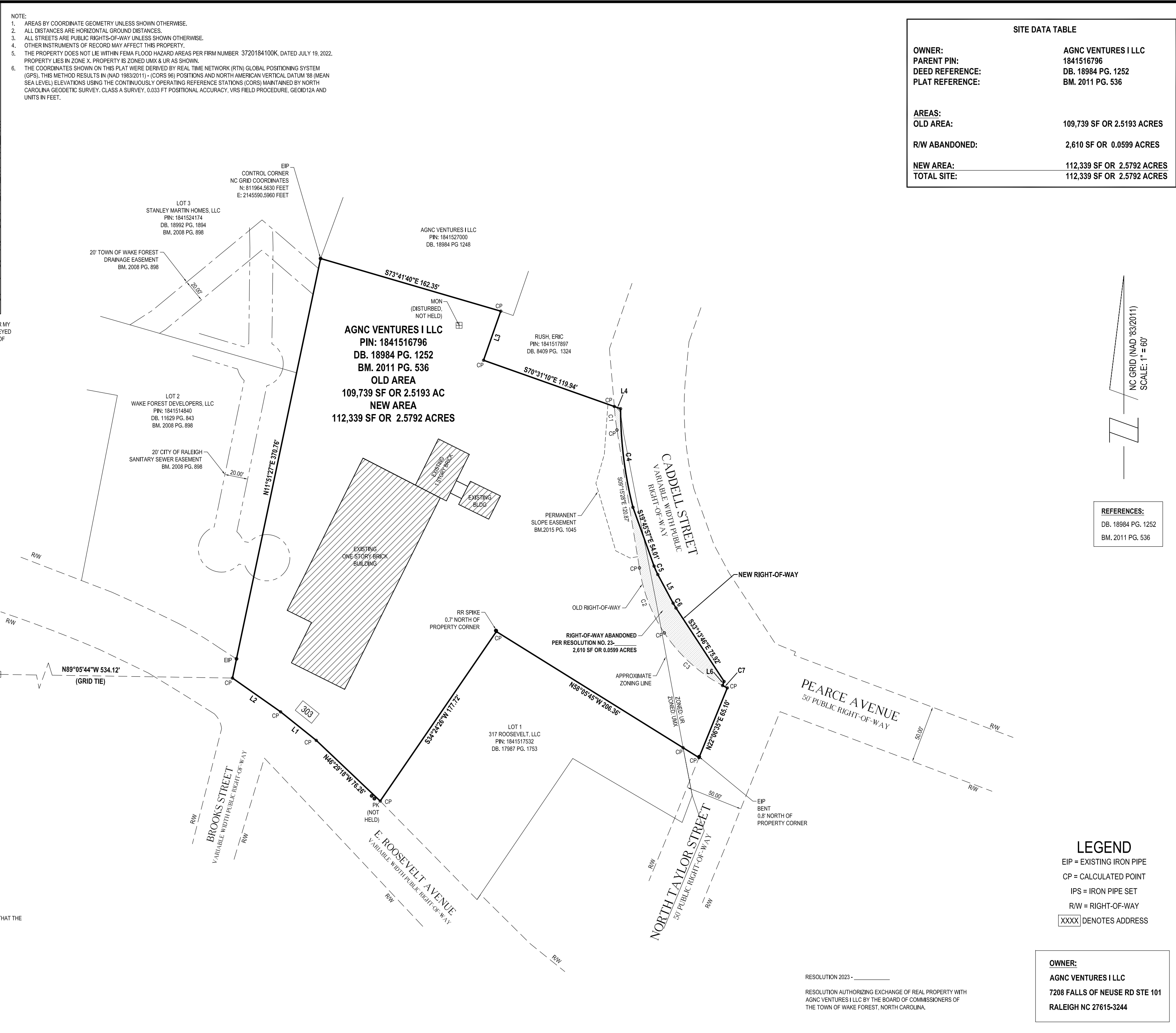
DATE REVIEW OFFICER

DATE ADMINISTRATOR

RECORDED IN
BOOK OF MAPS PAGE

SCALE: 1" = 60'

03060120180240



RIGHT-OF-WAY ABANDONMENT

BEGINNING AT A POINT LOCATED ON THE WESTERN RIGHT-OF-WAY OF CADDELL STREET AND BEING THE SOUTHEAST PROPERTY CORNER OF LANDS NOW OR FORMERLY OWNED BY ERIC RUSH AS RECORDED IN DEED BOOK 8409, PAGE 1324, WAKE COUNTY REGISTRY; THENCE LEAVING SAID RIGHT-OF-WAY SOUTH 70°31'10" EAST A DISTANCE OF 5.73 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT AN ARC DISTANCE OF 86.17 FEET, SAID CURVE HAVING A RADIUS OF 349.62 FEET, A CHORD DIRECTION OF SOUTH 07°09'05" EAST AND A CHORD DISTANCE OF 85.96 FEET TO POINT; THENCE SOUTH 19°45'57" EAST A DISTANCE OF 54.01 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT AN ARC DISTANCE OF 8.00 FEET, SAID CURVE HAVING A RADIUS OF 55.00 FEET, A CHORD DIRECTION OF SOUTH 23°55'51" EAST AND A CHORD DISTANCE OF 7.99 FEET TO POINT; THENCE SOUTH 28°05'44" EAST A DISTANCE OF 28.06 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT AN ARC DISTANCE OF 4.93 FEET, SAID CURVE HAVING A RADIUS OF 55.00 FEET, A CHORD DIRECTION OF SOUTH 30°39'45" EAST AND A CHORD DISTANCE OF 4.93 FEET TO POINT; THENCE SOUTH 33°13'46" EAST A DISTANCE OF 75.92 FEET TO A POINT; THENCE SOUTH 21°04'25" WEST A DISTANCE OF 3.74 FEET TO A POINT LOCATED ON THE SOUTHWESTERN RIGHT-OF-WAY OF CADDELL STREET; THENCE ALONG AND WITH SAID RIGHT-OF-WAY ALONG A CURVE TO THE RIGHT AN ARC DISTANCE OF 68.59 FEET, SAID CURVE HAVING A RADIUS OF 137.50 FEET, A CHORD DIRECTION OF NORTH 47°54'19" WEST AND A CHORD DISTANCE OF 67.88 FEET TO POINT; THENCE ALONG A CURVE TO THE RIGHT AN ARC DISTANCE OF 60.68 FEET, SAID CURVE HAVING A RADIUS OF 137.50 FEET, A CHORD DIRECTION OF NORTH 20°58'14" WEST AND A CHORD DISTANCE OF 60.19 FEET TO POINT; THENCE NORTH 09°15'28" WEST A DISTANCE OF 120.87 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT AN ARC DISTANCE OF 20.45 FEET, SAID CURVE HAVING A RADIUS OF 238.50 FEET, A CHORD DIRECTION OF NORTH 06°18'06" WEST AND A CHORD DISTANCE OF 20.44 FEET TO THE POINT OF BEGINNING, CONTAINING 0.0599 ACRES.

Caddell St. ROW Abandonment Request

P R E S E N T E D B Y

Nick Nolte

Assistant Engineer



TOWN of
WAKE FOREST



History

- Request to abandon ROW along Caddell St. made by Mr. Jacob Anderson
- ROW along Caddell St was acquired around 2011 per plat dated
- Improvements were funded for Caddell St. in 2013 as part of a larger project to pave unpaved roads.
- Realignment from improvements reduces the need for ROW in this area



Imaps Imagery 2010



TOWN of
WAKE FOREST

Imaps Imagery 2017



TOWN of
WAKE FOREST



TOWN *of* WAKE FOREST

Questions?



Board of Commissioners Agenda Item Report

Agenda Item No.: 2023-72-

Submitted by: Lisa Hayes

Submitting Department: Administration

Meeting Date: March 21, 2023

SUBJECT

Consideration of Memorandum of Understanding with Triangle Real Estate Company_353 S. White Street Project

Recommendation:

Approval of Memorandum of Understanding

Item Summary:

ATTACHMENTS

- [MOU - Town of Wake Forest and Triangle Real Estate Company FINAL 03-02-23 \(with Revised Exhibit C\).pdf](#)
- [Summary_Memorandum of Understanding_353 S. White Project.docx](#)

Memorandum of Understanding between the Town of Wake Forest, North Carolina, and Triangle Real Estate Company

This Memorandum of Understanding ("MOU") is effective as of March ___, 2023 (the "**Effective Date**"), by and between the Town of Wake Forest, North Carolina, a North Carolina municipal corporation ("**Town**"), and Triangle Real Estate Company, a North Carolina corporation ("**Developer**") (Town and Developer are referred to herein collectively as the "**Parties**" and individually as a "**Party**"), in response to the "Solicitation for Development Partner Proposals" issued by the Town and the University of North Carolina School of Government's Development Finance Initiative ("**DFI**") on February 21, 2022 (the "**Proposal**"), for the redevelopment of the following real property located in the Town: (i) 351 S. White Street; (ii) 353 S. White Street; (iii) 314 N. Brooks Street; and (iv) 328 N. Brooks Street (collectively, the "**Site**", all as more particularly described in Exhibit A attached hereto). The Site may also include additional real property acquired by Developer after the Effective Date (the "**Additional Property**"). Any Additional Property made a part of the Project (as defined below) such be subject to the terms of this MOU.

1. **Purpose.** It is agreed by both Parties that the purpose of this MOU is to set forth a process by which the Parties may ultimately execute a binding Purchase and Development Agreement ("**PDA**") for the proposed development of one or more mixed-use buildings (so long as additional buildings are situated on the Additional Property) containing market-rate multifamily residential units and ground-floor commercial space (together, the "**Private Improvements**") and a structured parking deck (the "**Public Improvements**") on the Site (collectively, the "**Project**"). This MOU reflects the present intent of each Party to (i) proceed with the further assessment of the Project and (ii) negotiate diligently, reasonably, and in good faith a PDA. This MOU does not state all essential and key terms and conditions needed for the Parties to enter into a PDA with enforceable obligations with respect to the development of the Project. Furthermore, the Town is entering into this MOU for the sole purpose of exercising its development powers granted by statute under North Carolina law, including, but not limited to, N.C.G.S. §160D-1315, N.C.G.S. §158-7.1, Article 10 of N.C.G.S. §160D, and other relevant statutory authority, which authorizes the Town to undertake development projects, make appropriations for economic development, and enter into development agreements with private developers to improve the community. The Parties acknowledge and agree that the prospective Project terms described in this MOU are preliminary statements of intent of the Parties and are subject to all necessary Town approval procedures and definitive documents setting forth the complete agreement and understanding of the Parties in form and content satisfactory to the Town and Developer. Except as otherwise specifically stated in Paragraphs 8 (Timing and Termination), 9 (Property Investigation), 10 (Mutual Cooperation), 14 (Cooperation and Information Exchange), and 16 (Confidentiality) below, this MOU shall not be binding upon the Parties in any way.

2. **Project Description.** The Town desires to create a catalytic mixed-use project to serve as the gateway into downtown and connect the historic downtown core to new development happening along S. White Street. The Project will include approximately 110 residential units (subject to adjustment based on the approved Development Plan), approximately 13,504 square feet of retail space along S. White Street and Elm Street subject to adjustment based on the approved Development Plan), a public plaza space at the corner of S. White Street and Elm Street, and a

parking deck with a minimum of 1.8 parking spaces per unit in the Project, subject to exemptions in the Unified Development Ordinance (UDO), and a minimum of 180 parking spaces for public use. As part of this Project, the Town sought an experienced development partner, to execute a public-private project. The Town set forth the following guiding public interests for the Project:

- a. connect the downtown historic core and Site and serve as a gateway to downtown;
- b. incorporate engaging street-level uses to increase pedestrian activity along S. White Street, Elm Avenue, and Brooks Street;
- c. provide sufficient parking to meet needs of development and other downtown uses; and
- d. minimize public investment and maximize private investment.

In addition, the Town set forth the following goals for the Project:

- a. Recombine the Property (as defined below) to allow (i) Developer to purchase at fair-market value and own the recombined parcel(s) containing the market-rate multifamily residential units and ground-floor commercial space and (ii) the Town to own the parcel(s) containing the structured parking deck;
- b. Build a structured parking deck for use by commercial employees and patrons and residents of multifamily residential units in the Project in addition to use by the public (the “**Parking Deck**”);
- c. Developer to construct, and Town to finance, public plaza. Terms for this agreement to be specified in the Development Agreement
- d. Satisfy the Town of Wake Forest Unified Development Ordinance (the “UDO”) regulations, the respective height restrictions along S. White Street and S. Brooks Street, and design elements desired by the Town; and
- e. Consideration of an anchor tenant at the corner of S. White & Elm St.

3. **Site; Purchase Price; Deposit; Surety Amount.** The designated area for the Project represents approximately 1.66 acres of land owned or to be owned by the Town, as more particularly described on **Exhibit A** attached hereto and incorporated herein by reference (the “**Property**”). The Project will include the demolition of any existing buildings on the Site. The purchase price for the portion of the Property (the “**Purchase Price**”) to be sold by Town to Developer shall be the greater of Seven Hundred Thousand and 00/100 Dollars (\$700,000.00) or the fair market value of such portion of the Property to be determined by an appraisal rendered by a MAI appraiser selected by the Town after the completion of an approved master plan and PDA. The Purchase Price shall be subject to Developer’s acceptance. Within three business days after execution of the PDA, Developer shall deliver One Hundred Thousand and 00/100 Dollars (\$100,000.00) (the “**Deposit**”) to an escrow agent defined in the PDA. The Deposit shall be held and disbursed in accordance with the terms of the PDA. Also, within three (3) business days following execution of this MOU, Developer will deposit the sum of Thirty-five Thousand and 00/100 Dollars (\$35,000.00) (the “**Surety Amount**”) with a mutually approved escrow agent pursuant to the terms of the escrow agreement (the “**Escrow Agreement**”) attached hereto as **Exhibit D**. The Surety Amount will be deposited in an account held with a national banking association. If Developer elects not to proceed with the Project after expiration of the Evaluation Period, the Surety Amount shall be paid to the Town as liquidated damages. Developer and Town acknowledge that

Town's actual damages in the event Developer elects not to proceed with the Project after expiration of the Evaluation Period will be difficult to ascertain, that such liquidated damages represent the Town's and Developer's best estimate of such damages, and that Town and Developer believe such liquidated damages are a reasonable estimate of such damages. Town and Developer expressly acknowledge that the foregoing liquidated damages are intended not as a penalty, but as full liquidated damages, in the event Developer elects not to proceed with the Project after expiration of the Evaluation Period. Town hereby waives and releases any right to sue Developer, and hereby covenants not to sue Developer, for specific performance of this MOU or to prove that Town's actual damages exceed the Surety Amount which is herein provided Town as full liquidated damages. In the event the parties fail to complete or execute the Development Plan and Additional Agreements, or Developer due diligence (as contemplated in Section 9) reveals adverse conditions prior to the conclusion of the Evaluation Period, Developer shall have the right to elect not to proceed with the Project, and the Surety Amount shall be released to Developer and the parties shall not be responsible for any further costs or expenses to one another. Except for a release of the Surety Amount as contemplated above, the Surety Amount shall remain in escrow until Closing, at which time it shall be released to the Town and applied to the purchase price for the Site. The parties hereto acknowledge that the Escrow Agent will only be obligated to release the Surety Amount if the Escrow Agent is provided with written instructions executed by the Town and Developer and the Escrow Agent will be fully protected in releasing such directed amounts.

4. **Development Plan.** Within 180 days of the Effective Date, subject to a one-time 90-day extension by the Developer in its discretion to be exercised no later than 5:00 p.m. Eastern Time on the date 180 days after the Effective Date, Developer agrees to submit to Town a development plan ("**Development Plan**"), which is accepted for review, outlining its plans to develop the Project. The Development Plan shall include, regardless whether required by the UDO, the size and shape of buildings and other improvements that are to be constructed of substantially the same materials and have substantially the same design, appearance, architectural style, tenant restrictions, characteristics and features depicted or described on **Exhibit B** attached hereto and incorporated herein by reference, which shall include the proposed (i) product type (e.g. 1-bedroom, 2-bedroom) and square footage of the market-rate multifamily residential units, (ii) square footage of commercial space, (iii) square footage and location of any public plaza located within the Project, and (iv) square footage of the Parking Deck and number of parking spaces with general space dimensions. Town shall pay all costs for the Development Plan associated with the Parking Deck, and Developer shall pay all other costs associated with the Development Plan. Developer agrees that the Town shall have review and approval rights with respect to the design and architecture of the Project, not to be unreasonably withheld, conditioned, or delayed. The Parties further agree the PDA will more fully delineate the steps and responsibilities required to execute the Development Plan and will address task areas including but not limited to:

- a. Site investigation and analysis of existing conditions;
- b. construction and completion of improvements within the Project;
- c. Site and infrastructure planning in concert with the Town's vision;
- d. Preliminary plan for phased development;

- e. Plan for re-platting of Property boundaries;
- f. Financing, including both public and private sources;
- g. Agreement on terms for transfer of property within Project by Town to Developer; and
- h. Entitlements for the Project.

5. **Infrastructure.** It is understood that infrastructure improvements will need to be made to the Property to facilitate the project (e.g. stormwater, streetscape, and transportation improvements). Developer shall include in the Development Plan preliminary plans for the financing and construction of all infrastructures, provided the Development Plan shall not include any construction drawings for the Project. The Development Plan shall provide for each Parties' respective responsibilities for payment of costs and expenses for the construction and completion of improvements within the Project.

6. **Critical Path Schedule.** Developer agrees to submit to Town a schedule of critical path matters for the Project (the "**Critical Path Schedule**") with the Development Plan. The Critical Path Schedule shall provide the following:

- a. Schedule for identification of general contractor and design and construction professionals for the Project and execution of construction contracts with such parties;
- b. Schedule for identification of equity and debt capital sources, including any term sheets for investors and lenders;
- c. Schedule for filing one or more complete application(s) for a site master plan, construction drawings, building permits and other Town permits, if any, required for construction of the Project, in all cases subject to resubmittal as may be required for approval (the "**Permits**");
- d. Schedule for commencement of construction of the Project after issuance of all necessary Permits, completion of construction of the Project, obtaining a certificate of compliance for the shell of the Private Improvements, obtaining certificates of occupancy for the dwelling units in the Private Improvements, and obtaining a certificate of occupancy, completion certificate or similar documentation issued by the applicable governmental authority to permit the operation of the Parking Deck for its intended use.

7. **Additional Agreements.** Prior to execution of the PDA, Town and Developer agree to diligently negotiate in good faith the following additional agreements related to the Project (the "**Additional Agreements**"):

- a. Lease agreement between Town (as landlord) and Developer (as tenant) to allow residents of multifamily residential units in the Project to use the Parking Deck, including reservation of certain parking spaces for such residents and rental payments by Developer for

the same (the “**Parking Deck Lease Agreement**”);

b. Construction contract for the Parking Deck between the Town and the Developer specifying a general contractor selected by mutual agreement between the Town and Developer, with Developer acting as construction manager with Town input and participation (the “**Parking Deck Construction Contract**”); and

c. Deed covenants, conditions, and restrictions (the “**CCRs**”) that run with the Property and shall be contained in the deed conveying the applicable portion of the Property from Town to Developer;

d. The PDA; and

e. Any other agreement the Parties determine in good faith are reasonably necessary for the Project.

8. **Parking Deck.** Both Parties recognize that development of the Project will require construction of the Parking Deck. The Town shall pay all costs and expenses for construction of the Parking Deck. The PDA, Parking Deck Lease Agreement, Parking Deck Construction Agreement, Parking Deck Management Agreement, and any other agreement the Parties determine in good faith are reasonably necessary for the Parking Deck shall govern the Parties’ respective obligations and rights related to the Parking Deck.

9. **Timing & Termination.** After Developer delivers the Development Plan the Parties shall diligently, reasonably and in good faith negotiate and attempt to finalize a PDA within 60 days thereafter, which period shall be designated the “**Evaluation Period**” and the last day of which shall be designated the “**Outside Agreement Date.**” From the Effective Date to and including the Outside Agreement Date and any extensions thereof, Town shall negotiate exclusively with Developer regarding the execution of a PDA and during that period Town shall not negotiate with persons or entities other than Developer regarding the development of the Project or disposition of the Property. Notwithstanding anything in this MOU to the contrary, the previous sentence shall be a binding obligation on the Parties.

a. **Town Termination Clause.** The Town may terminate this MOU if Developer fails to deliver the Development Plan per the required schedule, or at its sole discretion upon 30 days written notice to the Developer. If the Town decides to terminate this MOU at its sole discretion, the Town agrees to reimburse Developer for all actual expenses incurred.

b. **Developer Termination Clause.** The Developer may terminate this MOU if Town fails to accept the Development Plan per the required schedule.

c. **Extension.** Provided the Parties are diligently reviewing the Development Plan the Evaluation Period and corresponding Outside Agreement Date may be extended for up to two (2) periods of 90 days each upon the written request of either Party and approval of the other Party, which approval shall not be unreasonably

withheld, conditioned, or delayed. Any further extensions of the Outside Agreement Date on the request of Developer or Town may be granted or withheld by the other Party in its sole and absolute discretion, as set forth in a written notice from the other Party given prior to the expiration of the then current Outside Agreement Date in accordance with the Notice provisions in Paragraph 19. Provided, if the other Party fails to give written notice prior to the expiration of the then current Outside Agreement Date, the Outside Agreement Date shall be extended as requested by the requesting Party.

10. **Property Investigation.** During the Evaluation Period, Developer and its consultants shall have the right to investigate title and to make such investigations, studies, and tests with respect to the Property as Developer deems necessary or appropriate (individually and together, “**Due Diligence**”). If Developer exercises its rights of entry under the provisions of this Paragraph 9, then:

a. **Restoration & Liens.** Developer shall not damage the Property in any way while conducting its Due Diligence, other than as reasonably necessary (e.g., limited soil borings). Promptly following the completion of any Due Diligence activity on the Property, Developer shall restore as nearly as practicable the Property to substantially the same condition immediately prior to such activity. Developer shall not permit liens or encumbrances to be placed against the Property for expenses incurred arising out of any Due Diligence undertaken by Developer or at Developer's direction; provided, Developer shall remove or bond any lien of any type that attaches to the Property as a result of any Developer's Due Diligence within ten (10) business days after Developer receives notice of filing of said lien(s) or claim(s) of lien(s).

b. **Liability.** Developer shall indemnify and hold Town harmless from and against all costs, expenses, damages, liabilities, liens or claims, including, without limitation, attorneys' fees and court costs, directly and solely related to any entry on the Property or Due Diligence activity on the Property by Developer, its agents, employees or contractors, or resulting from any conditions on the Property solely created by any Due Diligence activity on the Property, but expressly excluding (a) any liabilities for matters merely discovered by Developer (e.g., latent environmental contamination), (b) the consequences of any act or omission on the part of Town or any of its agents or employees, or (c) the mere disclosure of the results of any studies or inspections of the Property. Developer shall pay for all Due Diligence undertaken on the Property by Developer or at Developer's direction.

c. **Insurance.** While this Agreement remains in effect, Developer shall maintain and shall assure that its contractors who enter the Property maintain commercial general liability insurance in amounts and in form set forth in this subparagraph to insure Developer, its agents, employees or contractors, from claims arising out of any Due Diligence activity on the Property, and Developer shall provide Town with evidence of that insurance coverage prior to performing any Due Diligence activity on the Property. That liability insurance shall name Town as an additional insured and shall have liability limits of at least \$1,000,000.00 per occurrence and \$1,000,000.00 general aggregate for personal injury, including bodily injury and death, and property damage.

d. Delivery of Documents by Town. Within ten (10) business days of the Effective Date, Town shall, to the extent within the Town's possession or control, deliver the following documents to Developer: any and all ALTA, boundary and topographical surveys of the Property; all environmental, soils, wetlands, engineering, geotechnical or other studies or reports with respect to the condition of the Property, including, without limitation, any environmental site assessment; title reports (including existing title policies and title commitments); any and all lease agreements and service contracts affecting any part of the Property; any citations, letters or notices from any government agency affecting the Property, including any issued by the Town; any covenants, restrictions, and easements affecting the Property. All deliveries contemplated in this Paragraph 9(d) shall be without representation or warranty of any kind.

e. Delivery of Documents by Developer. If Developer terminates this MOU for any reason, Developer shall deliver to Town all surveys, site plans, site assessments, reports, studies, budgets, and similar documents commissioned or created by or on behalf of Developer with respect to the Project and the Property, provided Developer shall have no obligation to deliver any documents that are proprietary in nature or subject to confidentiality provisions which prohibit delivery of such document to the Town. All deliveries contemplated in this Paragraph 9(e) shall be without representation or warranty of any kind.

f. Notice of Entry. During the Evaluation Period, Developer shall provide written notice to Town within 48 hours prior to entering onto the Property for investigation pursuant to this Paragraph 9.

g. Notwithstanding anything in this MOU to the contrary, this Paragraph 9 shall be a binding obligation on the Parties.

11. Mutual Cooperation.

a. Town is responsible for cooperating with Developer in the performance of its obligations under this MOU. As an express limitation on the preceding sentence, nothing in this MOU will in any way estop, limit or impair the Town's exercise of any regulatory, policing, legislative, governmental or other municipal function. Town shall designate a liaison who shall be the primary point of contact for communications pertaining to this MOU. Until further notice, such designated liaison on behalf of Town is Lisa Hayes, Strategic Performance Manager, and such other persons as the Town Manager may designate from time to time in a written notice to Developer.

b. Developer is responsible for coordinating all work and services required by this MOU. Developer shall designate a liaison who shall be the primary point of contact for communications pertaining to this MOU. Until further notice, such designated liaison on behalf of Developer is William F. Zahn, and such other persons as he may designate from time to time in a written notice to Town.

12. DFI Contract. Town's consultant is a nonprofit, charitable program of the University of North Carolina at Chapel Hill School of Government ("SOG"). In accordance with that certain Service Agreement between SOG and Town, fully executed on December 19, 2018, as amended (the "Pre-Development Fee Agreement") and incorporated herein by reference as

Exhibit C, the conveyance or lease of the Property to Developer (and its successors and assigns) is conditioned upon the execution of this Purchase and Development Agreement and the payment of a fee to SOG (“Development Services Fee”). The Development Services Fee shall be the amount equal to one percent (1.0%) of the total costs of development of the Property as calculated by Developer in the most recent version of the pro forma and other financial projections prepared by Developer (“Developer Financials”) and delivered to lenders and/or investors prior to or contemporaneously with the Effective Date of the Purchase and Development Agreement (and in the event that projected costs are not available at time of execution, then Developer shall provide Developer Financials as soon as possible thereafter), and in the event of any inconsistencies in the projected total costs among different versions of the Developer Financials, the version of the Developer Financials showing the greatest total costs of development of the Property shall be used to calculate the Development Services Fee. Developer shall, no later than Closing on the Property, either (i) pay the Development Services Fee to SOG (and its successors and assigns) for predevelopment services provided for the project, or (ii) shall certify that it has entered into a fully executed written agreement between SOG and Developer regarding payment of the Development Services Fee on an alternative schedule. SOG is an intended third-party beneficiary to this Contract. This section shall survive the Closing.

13. **Assignability**. The PDA may not be assigned by either Party without the written agreement of the non-assigning Party. Notwithstanding the foregoing, the Parties agree that the PDA will be between the Town and a single purpose entity that, directly or indirectly, is controlled by or is under common control with Developer and/or William F. Zahn, the President of Developer, but not otherwise without Town’s prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. For purposes of the PDA, the term “**control**” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power of Developer and/or William F. Zahn, the President of Developer, to direct or cause the direction of the management and policies of such person or entity, whether through ownership of voting securities, by contract or otherwise.

14. **Transfer of Property**. The Parties agree to explore the most advantageous methods of transferring and owning the Property, recognizing that both Parties have certain objectives and needs to achieve. The Town may condition the transfer of the applicable portion of the Property to Developer upon one or more development milestones, such as the issuance of a certificate of occupancy for all or a phase of the Project, or, if required by any lender providing funds for construction of part or all of the Private Improvements, sooner, with a repurchase right in the event Developer does not complete the Project on terms to be agreed upon in the PDA. The Developer acknowledges that for the purposes of this MOU the Town is presenting the Property "as is" and without any warranty except as shall be provided in the PDA and any documents delivered to Developer as may be expressly contemplated by the PDA.

15. **Cooperation and Information Exchange**. Both Parties agree to meet regularly and no less than monthly (which may be implemented by conference calls or video conferencing among all participants) to advise each other regarding progress on any one or more of the undertakings required during the Evaluation Period. The Parties agree to share with each other information regarding financing, marketing, land-use issues, design questions, and construction of the Project.

16. **Expenses**. Each Party will be responsible for its own expenses incurred in connection

with the performance of any obligations required by this MOU. Except as otherwise provided in this MOU, no Party will be responsible for the expenses of any other Party during the term of this MOU.

17. **Confidentiality.** Each Party agrees to maintain in confidence information regarding the Project received by that Party that is not otherwise publicly available, subject to disclosure required by any applicable law or regulation or mandates of any court. Such information may be shared with members of each Party's advisory team, including lawyers, accountants, other consultants, prospective owners or investors in the single purpose entity that will own the Private Improvements, and prospective lenders for construction and/or permanent financing of the Private Improvements. Town acknowledges that Developer may provide preliminary or incomplete reports and studies as part of its undertakings under this MOU, and that Developer does not assume any responsibilities for the accuracy of such information. However, Developer agrees that to the extent that it has information contained in reports, studies and such similar undertakings, it will furnish to Town the complete information in all material respects that is held by Developer. The Parties acknowledge that information relating to the Project may be subject to disclosure under the N.C. Public Records Act, Chapter 132 of the North Carolina General Statutes, except any such information that the Town is not required or authorized to disclose pursuant to N.C.G.S. §132-1.2. It is understood, however, that nothing in this MOU shall preclude either Party from discussing the substance or any relevant details of the transaction described in this MOU with any of its attorneys, accountants, professional consultants, potential owners or investors, or potential lenders or prevent the holding of public Town meetings in compliance with applicable laws.

18. **Publicity Coordination.** Town and Developer agree to coordinate any public statements about the Project with each other. Developer shall not issue, or authorize any other Party to issue, any media release, advertisement, or other formal communication (individually and collectively) to any media outlet/platform (including, but not limited to, newspapers, radio and television stations, social media, and websites) relating to the Project, unless it has received the agreement of the Town to that release. Unless otherwise required by law or court mandate, all media releases and public announcements regarding the Project will be made by mutual consent between Town and Developer. Notwithstanding the foregoing, Developer may make known its selection under this MOU where it deems necessary or appropriate and may re-distribute any previously issued news reports, media releases or other publicly available information about the Project.

19. **Representations.** Each Party represents to the other that it has all necessary authority to enter into, execute, deliver, and perform its obligations under this MOU.

20. **Notices.** All notices, requests, demands or other communications required or permitted to be given under this MOU shall be in writing and shall be addressed and delivered by hand or by certified mail, return receipt requested, or by overnight courier, or by email, with evidence of delivery, to each Party at the addresses set forth below. Any such notice, request, demand or other communication shall be considered given or delivered, as the case may be, on the date of delivery. Rejection or other refusal to accept or inability to deliver because of changed address of which proper notice was not given shall be deemed to be receipt of the notice, request, demand, or other communication. Any Party may change its address for notices under this MOU by giving written notice to the other Party.

- a. Notice Information for Developer: Triangle Real Estate Company
Attn: William F. Zahn
113 Duncansby Court
Cary, NC 27511
Email: billzahn@bellsouth.net

With a copy to: Longleaf Law Partners
Attn: David E. Miller, III
4509 Creedmoor Road, Suite 302
Raleigh, NC 27612
Email: dmiller@longleaflp.com

- b. Notice Information for Town: Town of Wake Forest
Attn: Kip Padgett, Town Manager
301 S. Brooks Street
Wake Forest, NC 27587
Email: kipadgett@wakeforestnc.gov

With a copy to: Town of Wake Forest
Attn: Hassan Kingsberry, Town Attorney
301 S. Brooks Street
Wake Forest, NC 27587
Email: hkingsberry@wakeforestnc.gov

21. **Modifications.** This MOU can only be modified in a writing signed by Town and Developer.

22. **Compliance with Laws.** Town and Developer shall comply with all applicable Federal, State, and local laws. Town and Developer will also comply with City of Raleigh's requirement to allow access on the parcels if utility maintenance is needed on the property and with building code requirements related to the portion of seller's building adjacent to the property line with the existing structures.

23. **Counterparts.** This MOU may be executed in any number of counterparts, but all such counterparts shall constitute the same instrument. The various signed copies of this MOU may be exchanged between the Parties after execution via electronic mail or other means. This MOU may be executed manually or electronically.

24. **No Partnership.** Nothing contained in this MOU shall be deemed or construed to create a partnership or joint venture between Town and Developer, or to cause Town or Developer to be responsible in any way for the debts or obligations of each other.

25. **Iran Divestment Act Certification.** Developer certifies that, as of the date listed below, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. §143-6A-4. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. §143C-6A-5(b), Developer shall not utilize in the performance of the PDA any subcontractor that is identified on the Final Divestment List.

[The remainder of this page is intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, this Memorandum of Understanding has been executed and made effective as of the Effective Date.

TOWN

Town of Wake Forest,
a North Carolina municipal corporation

By: _____

Name: Kip Padgett

Title: Town Manager

Attest:

Name: Theresa Savary

Title: Town Clerk

[Town Seal]

DEVELOPER

Triangle Real Estate Company,
a North Carolina corporation

By: _____

Name: William F. Zahn

Title: President

Exhibit A

Description of Property

351 S. White Street and 353 S. White Street

Being all of that certain real property more particularly described in that certain deed recorded in Book 17117, Page 1357, Wake County Registry.

314 N. Brooks Street

Being all of that certain real property more particularly described in that certain deed recorded in Book 19257, Page 837, Wake County Registry.

328 N. Brooks Street

Being all of that certain real property more particularly described as Lot 4 as shown on that certain subdivision plat recorded in Book of Maps 2023, Page 118, Wake County Registry.

Exhibit B

Development Plan

Developer to provide in accordance with Section 4 of this Memorandum.

Exhibit C

DFI Contract

See attached.

SERVICE AGREEMENT

This service agreement ("Agreement") is between the Town of Wake Forest, North Carolina ("Client" or "Town"), and SOG DFI, LLC ("DFI") (each a "Party" and collectively "Parties").

WHEREAS, as part of its mission, the School of Government at the University of North Carolina at Chapel Hill ("University") provides services to local governments. The Development Finance Initiative, as a program of the UNC School of Government ("SOG"), enables local governments and their partners to accomplish their community and economic development goals by providing specialized finance and development expertise in connection with the educational and public service mission of SOG;

WHEREAS, SOG DFI, LLC is an associated entity of the University pursuant to G.S. 116-30.20 that was created to facilitate the work of DFI; and

WHEREAS, DFI is able to provide technical services relating to downtown redevelopment ("Project") in the area described in Schedule C ("Project Area"); and

WHEREAS, Client desires for DFI to perform such services, and doing so is consistent with the University of North Carolina at Chapel Hill's research, teaching and public service missions.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants set forth below, and for other good and valuable consideration the receipt of which is hereby acknowledged, Client and DFI agree as follows:

1. **Scope of Services.** DFI will perform the services described in the statement of work, which is attached as Schedule A (the "Services"). DFI will provide Client with Deliverables as described in Schedule A (the "Deliverables").
2. **Term.** The term of this Agreement will commence on the date upon which the Agreement is fully executed by both Parties (the "Effective Date") and the Services outlined in this Agreement will start on the Effective Date or soon thereafter. This Agreement shall terminate on February 28, 2029.
3. **Termination.** In the event either Party breaches any material terms of this Agreement, then upon sixty (60) days' written notice of such breach, the non-breaching Party may terminate if the breaching Party fails to cure such breach within the notice period. In the event of such termination by Client, DFI shall deliver to Client any unfinished or draft Deliverables prepared under this Agreement. In the event of such termination, Client agrees to pay DFI all reasonable costs and non-cancellable obligations incurred by DFI up to the date of termination, not to exceed the maximum amount specified in Section 4.
4. **Payment.** DFI's fee for the Services shall be paid in two parts. The first portion of the fee is \$57,500 (the "Client Payment"). The Client Payment shall be due and payable upon receipt of the DFI invoices in accordance with Schedule B.

The second portion of the fee (the "Development Services Fee") shall be contingent upon the execution of one or more agreements (each a "Development Services Agreement") between Client and one or more third parties (the "Developer" or "Developers") during the term of this Agreement regarding the responsibilities of either the Client or the Developer(s) regarding any

aspect of the development of the Project or any portion thereof. The Development Services Fee shall be equal to 1.0% (one percent) of the following amount: the total projected costs of development of the Project contemplated under each such Development Services Agreement. The total projected costs of the Project shall be determined based on the costs projected by the Developer in the most recent versions(s) of pro forma and/or other financial projections (the "Developer Financials") prepared by the Developer and delivered to Client (or lenders or investors) prior to or contemporaneously with execution of the Development Services Agreement, and in the event of any inconsistencies in the projected total costs among different versions of the Developer Financials, the version of the Developer Financials showing the greatest total costs of development of the Project shall be used to calculate the Development Services Fee. Each Developer shall pay directly to DFI the Development Services Fee attributable to that Developer's Development Services Agreement(s).

In consideration of the Services provided to Client by DFI pursuant to this Agreement and the "at risk" nature of the Development Services Fee, the Client agrees to make execution of any Development Services Agreement executed with a Developer during the term of this Agreement and the payment of the Development Services Fee by that Developer to DFI a condition of any Development Services Agreement or conveyance or lease of the Project or any portion(s) thereof to such Developer, and each such Development Services Agreement shall provide that DFI is an intended third party beneficiary of the Development Services Agreement. Client agrees to insert into any request for proposals or other solicitations regarding development of the Project the following clause (or a substantially similar clause as mutually agreed upon by Client and DFI):

"The performance by the Town or the conveyance or lease of any portion of the property described herein (the "Property") to the selected development entity and its successors and assigns (the "Developer") shall be conditioned upon the execution of an agreement (the "Development Services Agreement") between the Town and the Developer pertaining to the responsibilities of either the Town or the Developer, or both, regarding any aspect of the development of the Property or any portion thereof (the "Project"). As part of the Development Services Agreement, the Developer shall agree to pay a fee to the Town's consultant ("DFI") and its successors and assigns for pre-development services provided to the Town, and the Development Services Agreement shall provide that DFI is an intended third party beneficiary of the Development Services Agreement. The fee shall be an amount equal to 1.0% (one percent) of the total projected costs of development of the Project as calculated by the Developer in the most recent versions(s) of pro forma and other financial projections (the "Developer Financials") prepared by the Developer and delivered to Town or other parties prior to or contemporaneously with the execution of the Development Services Agreement, and in the event of any inconsistencies in the projected total costs among different versions of the Developer Financials, the version of the Developer Financials showing the greatest total costs of development of the Project shall be used to calculate the Development Services Fee. The Development Services Fee shall be due and payable in full to DFI no later than 30 days following execution of the Development Services Agreement. An alternative payment schedule for payment of the Development Services Fee to DFI may be developed as mutually agreed in writing by Developer and DFI; by way of illustration only, such schedule of payments could be tied to the receipt of any developer fees by Developer. Developer's obligation to pay Development Services Fee shall not be assignable

by Developer to any other entity, nor shall any assignment relieve Developer of its obligation to pay Development Services Fee, except upon written consent of DFI."

The budget for DFI's personnel, contractors, and other expenditures in order to complete the Services can be altered at DFI's discretion, according to University's policies. DFI is under no obligation to provide Client or any Developer with any kind of financial reporting, supporting documentation, or justification of expenditures made in the performance of the Project as a condition of payment.

5. **Confidential Information.** Any information disclosed by Client to DFI pursuant to this Agreement that Client considers confidential or proprietary ("Confidential Information") shall be disclosed in writing and marked as confidential, or if disclosed orally, shall be confirmed in writing and designated confidential within five (5) days of such disclosure. DFI agrees to use the same degree of care it uses to protect its own confidential information to maintain for a period of three (3) years the Confidential Information. DFI's obligations hereunder do not apply to: (1) information in the public domain, (2) information independently known or obtained by DFI; or (3) information required to be disclosed pursuant to applicable law or judicial order, including the North Carolina Public Records Act.
6. **Ownership Rights.** The Deliverables and Confidential Information shall belong solely to Client; provided, however, DFI shall be free to use the Deliverables and results from the Services for its own educational, research, and publication purposes, consistent with the obligations set forth in Section 5 above.
7. **Entire Agreement.** This Agreement constitutes and expresses the entire agreement of the Parties hereto with reference to the subject matter hereof, with all prior promises, undertakings, representations, agreements, understandings and arrangements relative thereto having been herein merged into this Agreement.
8. **Warranties.** DFI in no way guarantees the Services performed and makes no warranties, express or implied, regarding the quality of the Services or Deliverables, although all reasonable efforts will be made. Each Party waives its rights to recover from the other Party any consequential, indirect, or incidental damages (including but not limited to, loss of use, income, profits, financing, or reputation), arising out of, or relating to, this Agreement.
9. **Independent Contractors.** The relationship of the Client and DFI established by this Agreement is that of independent contractors, and nothing contained in this Agreement will be construed to (i) give either Party the power to direct and control the day-to-day activities of the other, (ii) constitute the Parties as partners, joint venturers, co-owners, or otherwise as participants in a joint or common undertaking, or (iii) allow a Party to create or assume any obligation on behalf of the other Party for any purpose whatsoever. Personnel of each Party shall not be considered an employee or agent of the other Party nor shall such personnel be entitled to any employee benefits including, without limitation, vacation pay, leave, retirement benefits, social security, workers compensation, disability, or unemployment benefits that may be provided to the other Party's employees. Each Party shall be exclusively responsible for compensating its personnel and subcontractors and paying all taxes, withholding payments and any other fees or payments related to its personnel and subcontractors.
10. **Modification; Waivers.** No waiver, amendment, or modification of any of the terms of this Agreement shall be valid unless in writing and signed by authorized representatives of both

Parties. Failure by either Party to enforce any rights under this Agreement shall not be construed as a waiver of such rights nor shall a waiver by either Party in one or more instances be construed as constituting a continuing waiver or as a waiver in other instances.

11. **Force Majeure.** DFI shall not be liable for any failure to perform as required by this Agreement, to the extent such failure to perform is caused by any reason beyond DFI's control, or by reason of any of the following: acts of God, acts or threats of terrorism, civil disorders, severely inclement weather, disease, accidents, failure of utilities, failure of any required governmental approval, or similar occurrences.
12. **Retention of Intellectual Property.** It is expressly agreed that neither DFI nor the Client transfers by operation of this Agreement or shall transfer by operation of this Agreement to the other Party any patent right, trademark right, or copyright right either Party now owns in the performance of this Agreement.
13. **Advertising.** Client shall not use the existence of this Agreement or the name, logo, images or trademarks of The University of North Carolina at Chapel Hill, or any of its constituent schools or departments, as a part of any marketing or commercial advertising without prior written approval of DFI.
14. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which will be deemed an original and all of which together will constitute one instrument.
15. **Notices.** Any notice to be given hereunder shall be in writing and shall be given by delivery in person or by depositing the notice in United States Certified Mail, Return Receipt Requested, postage prepaid, in an envelope addressed to the Parties to be notified at such Party's address as follows:

If to Client:

Kip Padgett
Town Manager
Town of Wake Forest
301 S. Brooks St.
Wake Forest, NC 27587
Phone: 919.435.9411
Email: kpadgett@wakeforestnc.gov

If to DFI:

Lauren G. Partin
Assistant Dean for Business and Finance
Knapp-Sanders Building
Campus Box 3330
Chapel Hill, NC 27599-3330
Phone: 919.962.2757
Email: lgpartin@sog.unc.edu

16. **Governing Law.** This Agreement and the rights and obligations of the Parties hereunder shall be governed by, and construed and interpreted in accordance with, the laws of the State of North Carolina.
17. **Assignment.** This Agreement shall not be assigned by either Party without the prior written consent of the other Party hereto. This Agreement shall be binding upon and inure to the benefit of the respective successors and permitted assigns of the Parties.
18. **Survivability.** Those terms that by their nature necessarily survive termination of this Agreement shall survive, including but not limited to those provisions dealing with confidentiality, intellectual property, and payment.

19. **Liaisons.** Lisa Hayes shall serve as liaison for the Client for issues concerning work under this Agreement. Marcia Perritt shall serve as liaison for DFI. Their contact information is as follows:

Lisa Hayes
Downtown Development Director
Town of Wake Forest
301 S. Brook St.
Wake Forest, NC 27587
Phone: 919.435.9415
Email: lhayes@wakeforestnc.gov

Marcia Perritt
Associate Director, DFI
UNC School of Government
Knapp-Sanders Bldg., Campus Box 3330
Chapel Hill, NC 27599-3330
Phone: 919-538-1545
Fax: 919-962-2709
Email: mperritt@sog.unc.edu

IN WITNESS WHEREOF, the Parties by their duly authorized officers have executed this Agreement on the dates set forth below, to be effective on the Effective Date.

SOG DFI, LLC

By: Thomas H. Thornburg
Name: Thomas H. Thornburg
Title: Acting Executive Director, SOG DFI, LLC

Date: 12/19/2018

Town of Wake Forest

By: Kip Padgett
Name: Kip Padgett
Title: Town Manager

Date: 12/19/18

PRE-AUDIT CERTIFICATION

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

Aileen Angeles
FINANCE OFFICER

Schedule A
STATEMENT OF WORK

Scope of Services

The following Scope of Services outlines the pre-development activities that DFI would conduct to support the Town of Wake Forest in attracting private investment to the Project and furthering the Town's community economic development goals.

1. Tour the Project and determine the boundaries of the Study Area, the area surrounding the Project;
2. Conduct a community scan: an analysis of demographic and socioeconomic data, as well as a review of current and historic plans, documents, studies, research, development proposals, notes from public input sessions, and other materials relevant to the Study Area;
3. Collect and analyze relevant data for a parcel analysis to understand current conditions (sales trends, code enforcement violations, vacancy, land use, ownership, and underutilization) in the Study Area;
4. Establish guiding public interests for the Project in collaboration with the Town and stakeholders;
5. Conduct a market analysis, evaluating redevelopment potential including market feasibility and demand drivers for different uses for the Project including retail, residential, and office;
6. Perform site constraints analysis and test fit of potential development programs for the Project;
7. Conduct a financial feasibility analysis, preparing a financial model for development program (i.e., development budget, operating cash flows, sources of capital, etc.) for the Project to determine financial feasibility for private partners and scale of public investment, if necessary;
8. Initiate local government entitlement process;
9. Evaluate options for financing and structuring public participation in development or redevelopment, if necessary, including use of development finance tools (tax credits, district designations, etc.);
10. Identify potential development partners, prepare investment summary, carry out due diligence of potential partners, and support Town officials in development partner selection process; and
11. Support Town in negotiation of development services agreements with development partner(s) to maximize the public benefits and minimize public investment.

This Scope of Services does not include services that require a licensed broker or licensed attorney to perform. In addition, the scope does not include tasks associated with site planning expertise from architects or engineers, nor does it include site preparation expenses such as land survey, soil samples, and environmental testing (if such services are required, DFI will advise City to obtain such services from third parties).

Deliverables

Deliverables include presentations, summaries, and other documentation intended by DFI to be delivered to the Town regarding the Scope of Services.

Timeline

The timeline for completing Activities 1-9 is estimated to be 9 months, commencing upon execution of a Letter of Agreement. DFI intends to help the Town attract private investment into the Project (Activities 10-11) as quickly as possible and in a way that maximizes overall value and serves the public interests.

Schedule B
PAYMENT SCHEDULE

1. Client Payment Schedule. The Client Payment shall be due and payable upon receipt of the DFI invoices in accordance with the following schedule:

\$28,750 on May 1, 2019
\$28,750 on August 1, 2019

2. The Development Services Fee associated with each Development Services Agreement shall be paid by each Developer to DFI pursuant to Section 4 of the Agreement, "Payment."

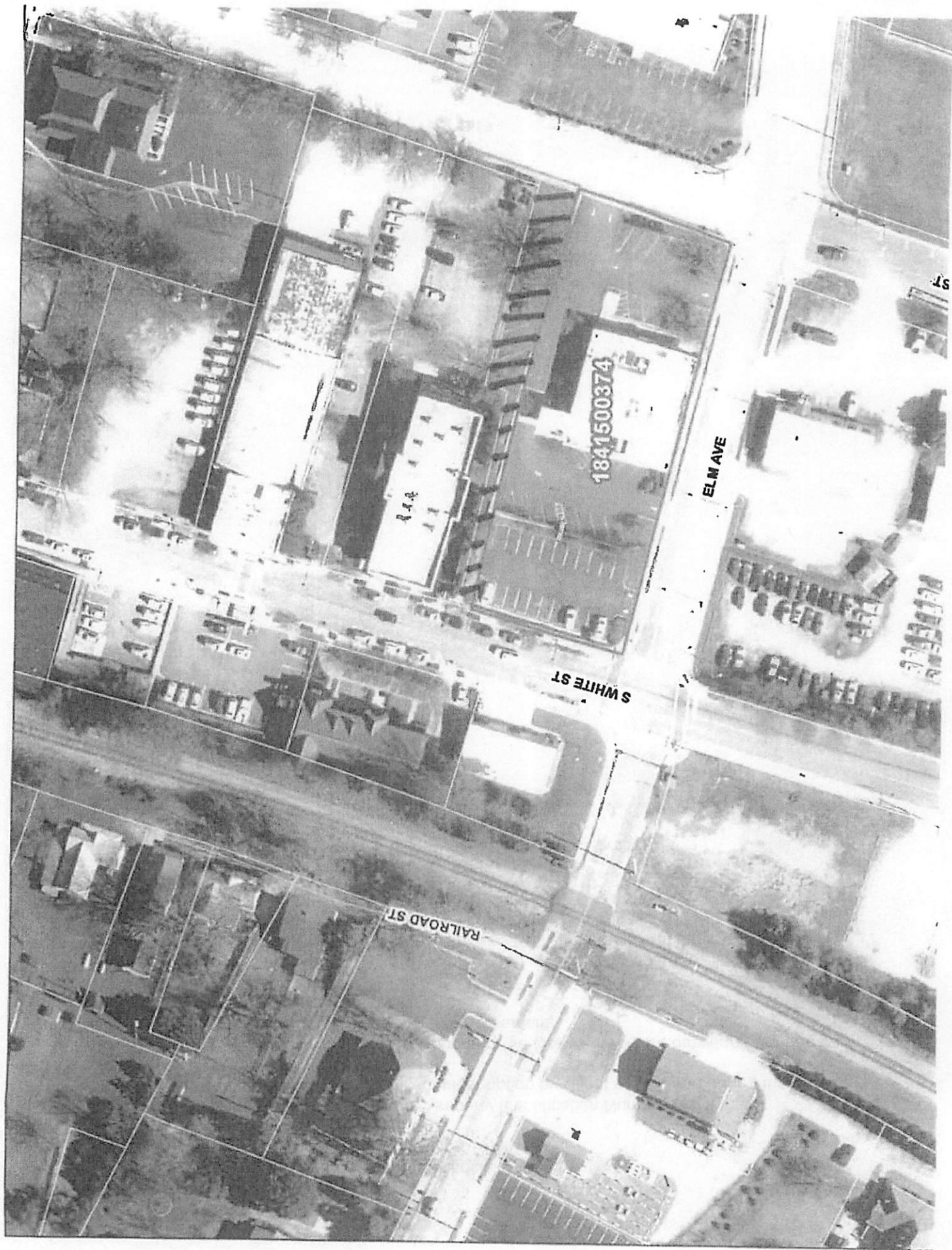
Schedule C
PROJECT AREA

The Project consists of all parcels listed by Property Identification Number (PIN) that:

- (i) are leased, owned, or placed under option by Client at any time during the term of this Agreement, and/or
- (ii) become the subject of a Development Services Agreement between Client and a third party during the term of this Agreement.

Project Area PINs: 1841500374 and 1841500471

Project Area is represented on the map included on the following page. The map represents the parcel with PIN 1841500374 as well as the adjacent parcel (PIN 1841500471) in the hashed area that was part of the purchase.



AMENDMENT TO THE SERVICE AGREEMENT

Between the

TOWN OF WAKE FOREST, NORTH CAROLINA

and

SOG DFI, LLC

The following is the first amendment ("Amendment") to the Service Agreement ("Agreement") entered into by the Town of Wake Forest, North Carolina ("Client" or "Town") and SOG DFI, LLC ("DFI") on or about December 19, 2018. This Amendment modifies the Agreement as described below:

1. Enumerated paragraph 4, Payment, is modified by adding the following sentence to the end of the penultimate paragraph:

"The total development cost shall not include costs related to development of structures that meet all of the following criteria immediately upon completion of the development: (i) the entire structure and the entire parcel of land on which the structure is located are owned in fee simple solely by the Town; (ii) any financing associated with the structure is an obligation of the Town alone; and (iii) the entire structure will be operated either (a) by the Town directly or (b) by a contractor on behalf of the Town pursuant to a contract executed by the Town."

2. Schedule C PROJECT AREA is hereby amended to add the following parcels to the list of Project Area PINs: PIN 1841501416 and PIN 1841501535. The final sentence of Schedule C is deleted. The image appended to Schedule C is deleted and replaced with the following:



All other terms and conditions of the Agreement remain in effect and unchanged.

[SIGNATURES NEXT PAGE]

Town of Wake Forest, North Carolina

By: Kip
Name: Kip Padgett
Title: Town Manager

Date: 3/7/23

SOG DFI, LLC

DocuSigned by:
By: C. Tyler Mulligan
28C7DCD86F31491...
Name: C. Tyler Mulligan
Title: Chair, Board of Directors

Date: 3/7/2023

Exhibit D

Escrow Agreement

This Escrow Agreement (the “Agreement”), incorporated into the MOU by reference, is made as of the ____ day of _____, 2023 (the “Effective Date”), by and between the Town of Wake Forest, North Carolina, a North Carolina municipal corporation (“Town”); Triangle Real Estate Company, a North Carolina corporation (“Developer”); and U.S. Bank, National Association (the “Escrow Agent”).

RECITALS

1. Town and Developer are parties to a certain Memorandum of Understanding dated _____, 2022 (the “MOU”), the terms of which are incorporated herein by reference solely between Town and Developer, relating to the redevelopment of real property at 353 S. White Street, 343 S. White Street (portion), and 333 S. White Street (portion) [“the Site”].
2. Developer is required to deposit with Escrow Agent the sum of Thirty-Five Thousand 00/100 Dollars (\$35,000.00) to be held and applied in accordance with the provisions of Section 3 of the MOU and this Agreement.
3. The parties hereto now desire to establish the terms and conditions by which the Surety Amount shall be held and disbursed as more particularly set forth herein.
4. All capitalized terms used herein and not otherwise defined shall have the meanings set forth in the MOU. Town and Developer acknowledge that (i) Escrow Agent is not a party to and has no duties or obligations under the MOU, (ii) all references in this Agreement to the MOU are solely for the convenience of Town and Developer, and (iii) Escrow Agent shall have no implied duties beyond the express duties set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises herein contained, the parties hereto agree as follows:

1. Escrow Agent. Town and Developer hereby appoint Escrow Agent as the escrow agent for the Surety Amount and authorize and direct Escrow Agent to establish and administer the Surety Amount in accordance herewith. By its execution of this Agreement, Escrow Agent accepts such appointment and agrees to act in accordance with the instructions and agreements hereunder. Escrow Agent’s fee for its services under this Agreement will be in accordance with the fee schedule attached as Schedule B and shall be paid by Developer.
2. Escrow. Concurrently with the execution and delivery of this Agreement to Escrow Agent, Developer has wired the Surety Amount to Escrow Agent. Escrow Agent hereby acknowledges receipt of the Surety Amount and agrees to deposit the Surety Amount in an escrow account (the “Escrow Account”) established by the Escrow Agent. The Escrow Agent shall hold the Surety Amount uninvested, without liability for interest.

3. Disbursement Instructions. Escrow Agent shall hold and disburse the Surety Amount in accordance with the terms and conditions of this Agreement.
4. Attorneys' Fees. Should either Developer or Town institute any judicial or other legal action or proceeding to enforce any provision of this Agreement or for damages by reason of alleged breach of any provision hereof or for a declaration of rights hereunder, or should Escrow Agent be entitled to recover legal fees under Paragraph 7 below, the prevailing party in such action, on trial or appeal, shall be entitled to receive all costs and expenses (including, without limitation, reasonable attorneys' fees) incurred by such prevailing party in connection with such action or proceeding and the non-prevailing party shall have responsibility for the legal fees to which Escrow Agent may be entitled under Paragraph 7 below.
5. Duties and Liability of Escrow Agent.
 - (a) Escrow Agent undertakes to perform only such duties as are expressly set forth herein and no duties shall be implied. Escrow Agent has no fiduciary or discretionary duties of any kind. Escrow Agent's permissive rights shall not be construed as duties. Escrow Agent's sole responsibility shall be for the safekeeping of the Surety Amount in accordance with Escrow Agent's customary practices and disbursement thereof in accordance with the terms of this Agreement. Escrow Agent shall not be responsible for or have any duty to make any calculations under this Agreement, or to determine when any calculation required under the provisions of this Agreement should be made, how it should be made or what it should be, or to confirm or verify any such calculation. Escrow Agent shall not be charged with knowledge or notice of any fact or circumstance not specifically set forth herein. This Agreement shall terminate upon the distribution of all the Surety Amount pursuant to any applicable provision of this Agreement, and Escrow Agent shall thereafter have no further obligation or liability whatsoever with respect to this Agreement or the Surety Amount.
 - (b) Escrow Agent shall not be liable for any action taken or omitted by it in good faith except to the extent that a court of competent jurisdiction determines, which determination is not subject to appeal, that Escrow Agent's gross negligence or willful misconduct in connection with its material breach of this Agreement was the sole cause of any loss to Developer or Town. Escrow Agent may retain and act hereunder through agents and shall not be responsible for or have any liability with respect to the acts of any such agent retained by Escrow Agent in good faith.
 - (c) Escrow Agent may rely upon any notice, instruction, request or other instrument, not only as to its due execution, validity and effectiveness, but also as to the truth and accuracy of any information contained therein, which Escrow Agent believes to be genuine and to have been signed or presented by the person or parties purporting to sign the same. In no event shall Escrow Agent be liable for (i) acting in accordance with or conclusively relying upon any instruction, notice, demand, certificate or document believed by Escrow Agent to have been created by or on behalf of Developer or Town, (ii) incidental, indirect, special, consequential or punitive damages or penalties of any kind (including, but not limited to lost profits), even if Escrow Agent has been advised of the likelihood of such

damages or penalty and regardless of the form of action or (iii) any amount greater than the value of the Surety Amount as valued upon deposit with Escrow Agent.

- (d) Escrow Agent shall not be responsible for delays or failures in performance resulting from acts of God, strikes, lockouts, riots, acts of war or terror, epidemics, governmental regulations, fire, communication line failures, computer viruses, attacks or intrusions, power failures, earthquakes, or any other circumstance beyond its control. Escrow Agent shall not be obligated to take any legal action relating to the Surety Amount, this Agreement, or the MOU or to appear in, prosecute or defend any such legal action or to take any other action that in Escrow Agent's sole judgment may expose it to potential expense or liability. Developer and Town are aware that under applicable state law, property which is presumed abandoned may under certain circumstances escheat to the applicable state. Escrow Agent shall have no liability to Developer or Town, their respective heirs, legal representatives, successors and assigns, or any other party, should any of the Surety Amount escheat by operation of law.
- (e) Escrow Agent may consult legal counsel selected by it in the event of any dispute or question as to the construction of any of the provisions hereof or of any other agreement or of its duties hereunder, or relating to any dispute involving this Agreement, and shall incur no liability and shall be fully indemnified from any liability whatsoever in acting in accordance with the advice of such counsel. Developer and Town agree to perform or procure the performance of all further acts and things, and execute and deliver such further documents, as may be required by law or as Escrow Agent may reasonably request relating to its duties hereunder. When any action is provided for herein to be done on or by a specified date that falls on a day other than a business day (Monday-Friday, except for legal public U.S. holidays), such action may be performed on the next ensuing business day.
- (f) If any portion of the Surety Amount is at any time attached, garnished or levied upon, or otherwise subject to any writ, order, decree or process of any court, or in case disbursement of Surety Amount is stayed or enjoined by any court order, Escrow Agent is authorized, in its sole discretion, to respond as it deems appropriate or to comply with all writs, orders, decrees or process so entered or issued, including but not limited to those which it is advised by legal counsel of its own choosing is binding upon it, whether with or without jurisdiction; and if Escrow Agent relies upon or complies with any such writ, order, decree or process, it shall not be liable to any of the parties hereto or to any other person or entity by reason of such compliance even if such order is reversed, modified, annulled, set aside or vacated.
- (g) Escrow Agent and any stockholder, director, officer or employee of Escrow Agent may buy, sell and deal in any of the securities of any other party hereto and contract and lend money to any other party hereto and otherwise act as fully and freely as though it were not Escrow Agent under this Agreement. Nothing herein shall preclude Escrow Agent

from acting in any other capacity for any other party hereto or for any other person or entity.

- (h) In the event instructions, including funds transfer instructions, address change or change in contact information are given to Escrow Agent (other than in writing at the time of execution of this Agreement), whether in writing, by facsimile or otherwise, Escrow Agent is authorized but shall not be required to seek confirmation of such instructions by telephone call-back to any person designated by the instructing party on Schedule A hereto, and Escrow Agent may rely upon the confirmation of anyone purporting to be a person so designated. The persons and telephone numbers for call-backs may be changed only in writing actually received and acknowledged by Escrow Agent and shall be effective only after Escrow Agent has a reasonable opportunity to act on such changes. If Escrow Agent is unable to contact any of the designated representatives identified in Schedule A, Escrow Agent is hereby authorized but shall be under no duty to seek confirmation of such instructions by telephone call-back to any one or more of Developer's or Town's executive officers ("Executive Officers"), as the case may be, which shall include the titles of Chief Executive Officer, President and Vice President, as Escrow Agent may select. Such Executive Officer shall deliver to Escrow Agent a fully executed incumbency certificate, and Escrow Agent may rely upon the confirmation of anyone purporting to be any such officer. Developer and Town agree that Escrow Agent may at its option record any telephone calls made pursuant to this Section. Escrow Agent in any funds transfer may rely solely upon any account numbers or similar identifying numbers provided by Developer or Town to identify (i) the beneficiary, (ii) the beneficiary's bank, or (iii) an intermediary bank, even when its use may result in a person other than the beneficiary being paid, or the transfer of funds to a bank other than the beneficiary's bank or an intermediary bank so designated. Developer and Town acknowledge that these optional security procedures are commercially reasonable.
6. Resignation. The Escrow Agent may resign upon giving thirty (30) days prior written notice to the parties. If Developer and Town do not furnish written instructions, approved by both of them authorizing release or transfer of the Surety Amount within such thirty (30) day period, then Escrow Agent shall be entitled to tender the Surety Amount into the registry or custody of any court of competent jurisdiction, together with such legal pleadings as Escrow Agent may deem appropriate, and upon such action the Escrow Agent shall be discharged from all further duties and liabilities under this Agreement.
7. Indemnity. Developer and Town, jointly and severally, shall indemnify and hold harmless Escrow Agent and each director, officer, employee and affiliate of Escrow Agent (each, an "Indemnified Party") upon demand against any and all claims (whether asserted by Developer and Town or any other person or entity and whether or not valid), actions, proceedings, losses, damages, liabilities, penalties, costs and expenses of any kind or nature (including without limitation reasonable attorneys' fees, costs and expenses) (collectively, "Losses") arising from this Agreement or Escrow Agent's actions hereunder, except to the extent such Losses are finally determined by a court of competent jurisdiction, which determination is not subject to appeal, to have been directly caused solely by the gross negligence or willful misconduct of such Indemnified Party in connection with Escrow Agent's material breach of this

Agreement. Developer and Town further agree, jointly and severally, to indemnify each Indemnified Party for all costs, including without limitation reasonable attorneys' fees, incurred by such Indemnified Party relating to the enforcement of Developer and Town obligations hereunder. Each Indemnified Party shall, in its sole discretion, have the right to select and employ separate counsel with respect to any action or claim brought or asserted against it, and the reasonable fees of such counsel shall be paid upon demand by Developer and Town jointly and severally. The obligations of Developer and Town under this Section shall survive any termination of this Agreement and the resignation or removal of Escrow Agent.

8. Compensation of Escrow Agent. Developer and Town agree, jointly and severally, to compensate Escrow Agent upon demand for its services hereunder in accordance with Schedule B attached hereto. The obligations of Developer and Town under this Section shall survive any termination of this Agreement and the resignation or removal of Escrow Agent.
9. Notices. The joint written direction required to be delivered to the Escrow Agent in accordance with the provisions of Paragraph F.7 of the MOU with respect to the Surety Amount shall be sent by the parties by electronic mail (email) at the email addresses for the parties set forth below. All other notices or demands under this Agreement shall be in writing, signed by the party giving the same and shall be deemed to be duly given only if delivered to the applicable addresses set forth below either (i) in person; (ii) by recognized overnight courier, including Federal Express or other reputable overnight courier service; (iii) by certified or registered mail, return receipt requested; or (iv) by email transmittal on any business day and shall be effective upon receipt, provided that the notice shall also be sent on the same business day by Federal Express or other reputable overnight courier service. Notice shall be deemed to have been duly given upon delivery thereof.

a. Notice Information for Developer: Triangle Real Estate Company
Attn: William F. Zahn
113 Duncansby Court
Cary, NC 27511
Email: billzahn@bellsouth.net

With a copy to: Longleaf Law Partners
Attn: David E. Miller, III
4509 Creedmoor Road, Suite 302
Raleigh, NC 27612
Email: dmiller@longleaflp.com

b. Notice Information for Town: Town of Wake Forest
Attn: Kip Padgett, Town Manager
301 S. Brooks Street
Wake Forest, NC 27587
Email: kipadgett@wakeforestnc.gov

With a copy to: Town of Wake Forest
Attn: Hassan Kingsberry, Town Attorney
301 S. Brooks Street
Wake Forest, NC 27587
Email: hkingsberry@wakeforestnc.gov

c. Escrow Agent: US Bank Trust Company
National Association
Global Corporate Trust
Attn: Shawna Hale
U.S. Bank Global Corporate Trust
214 North Tryon Street, 27th Floor
Charlotte, NC 28202
Mailcode: CN-NC-H27A
Email: shawna.hale@usbank.com

Addresses for notices may be changed in the same manner provided for giving notices but shall not be effective until ten (10) days elapse after their receipt.

10. Binding Effect. Except as otherwise expressly provided herein, this Agreement shall bind and inure to the benefit of Escrow Agent, County, and Developer and their respective successors and assigns.
11. Entire Agreement; Modification. This Agreement constitutes the entire agreement between Escrow Agent, County, and Developer pertaining to the subject matter hereof and supersedes all prior agreements, understandings, and representations among them with respect to the subject matter hereof. This Agreement may not be modified, amended, supplemented, or otherwise changed, except in writing executed by County, Developer, and Escrow Agent.
12. Counterparts. This Agreement and any amendment hereto may be executed in any number of counterparts and by each party hereto on separate counterparts, each of which when so executed and delivered shall be deemed an original and all of which taken together shall constitute but one and the same instrument.
13. Governing Law; Jurisdiction and Venue. This Agreement shall be governed by, construed and enforced in accordance with the laws in force in the State of North Carolina, without regard to the conflicts of laws doctrine of such state, and the venue for any action related to this Agreement shall in a federal or state court of competent jurisdiction in the county where the Site is located.

IN WITNESS WHEREOF, this Agreement has been executed and made effective as of the Effective Date.

TOWN

Town of Wake Forest,
a North Carolina municipal corporation

By: _____

Name: Kip Padgett

Title: Town Manager

Attest:

Name: Theresa Savary

Title: Town Clerk

[Town Seal]

DEVELOPER

Triangle Real Estate Company,
a North Carolina corporation

By: _____

Name: William F. Zahn

Title: President

ESCROW AGENT

US Bank Trust Company, National Association
Global Corporate Trust

By: _____

Name: Shawna L. Hale

Title: Vice President

SCHEDULE A

Each of the following person(s) is a **Developer Representative** authorized to execute documents and direct Escrow Agent as to all matters, including fund transfers, address changes and contact information changes, on Developer's behalf (only signature required):

_____	_____	_____
Name	Specimen signature	Telephone No.
_____	_____	_____
Name	Specimen signature	Telephone No.
_____	_____	_____
Name	Specimen signature	Telephone No.

If only one person is identified above, the following person is authorized for call-back confirmations:

_____	_____
Name	Telephone Number

Each of the following person(s) is a **Town Representative** authorized to execute documents and direct Escrow Agent as to all matters, including fund transfers, address changes and contact information changes, on Town's behalf (only one signature required):

_____	_____	_____
Name	Specimen signature	Telephone No.

_____	_____	_____
Name	Specimen signature	Telephone No.

_____	_____	_____
Name	Specimen signature	Telephone No.

If only one person is identified above, the following person is authorized for call-back confirmations:

_____	_____
Name	Telephone Number

SCHEDULE B



TOWN OF WAKE FOREST, NORTH CAROLINA

Schedule of Fees

Acceptance, Onboarding & Set-Up:	Waived
Annual Escrow Agent:	\$ 600.00
Out-of-Pocket Expenses:	Waived
Legal Fee & Expenses:	Waived

Extraordinary Administration Expenses:

Extraordinary Administration Services ("EAS") are duties, responsibilities or activities not expected to be provided by the agent at the outset of the transaction, not routine or customary, and/or not incurred in the ordinary course of business and may require analysis or interpretation. Billing for fees and expenses related to EAS is appropriate in instances where particular inquiries, events or developments are unexpected, even if the possibility of such circumstances could have been identified at the inception of the transaction, or as changes in law, procedures, or the cost of doing business demand. At our option, EAS may be charged on an hourly (time expended multiplied by current hourly rate), flat or special fee basis at such rates or in such amounts in effect at the time of such services, which may be modified by us in our sole and reasonable discretion from time to time. In addition, all fees and expenses incurred by the agent, in connection with the agent's EAS and ordinary administration services and including without limitation the fees and expenses of legal counsel, financial advisors and other professionals, charges for wire transfers, checks, internal transfers and securities transactions, travel expenses, communication costs, postage (including express mail and overnight delivery charges), copying charges and the like will be payable, at cost, to the agent. EAS fees are due and payable in addition to annual or ordinary administration fees. Failure to pay for EAS owed to U.S. Bank when due may result in interest being charged on amounts owed to U.S. Bank for extraordinary administration services fees and expenses at the prevailing market rate.

General. Your obligation to pay under this Fee Schedule shall govern the matters described herein and shall not be superseded or modified by the terms of the governing documents and survive any termination of the transaction or governing documents and the resignation or removal of the trustee. This Fee Schedule shall be construed and interpreted in accordance with the laws of the state identified in the governing documents without giving effect to the conflict of laws principles thereof. You agree to the sole and exclusive jurisdiction of the state and federal courts of the state identified in the governing documents over any proceeding relating to or arising regarding the matters described herein. Payment of fees constitutes acceptance of the terms and conditions described herein.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT: To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a Trust or other legal entity we will ask for documentation to verify its formation and existence as a legal entity. We may also ask to see financial statements, licenses, identification, and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

ACKNOWLEDGEMENT:

Please sign below to acknowledge our agreement that all fees concerning the various duties of U.S. Bank, listed above, will be governed by this schedule. U.S. Bank may periodically review fees for possible increase.

TOWN OF WAKE FOREST, NORTH CAROLINA

TRIANGLE REALTY COMPANY

Sign: _____

Sign: _____

Name/Title: _____
please print

Name/Title: _____
please print

Date: _____

Date: _____

Submitted: January 13, 2023

Consideration of Memorandum of Understanding with Triangle Real Estate Company_353 S. White Street Project

Presentation and consideration of approval of Memorandum of Understanding between the Town of Wake Forest and Triangle Real Estate Company_353 S. White Street Project

Item Summary:

Consideration of approval of Memorandum of Understanding with the Town of Wake Forest's chosen development partner, Triangle Real Estate Company for the 353 S. White Street Project. The Memorandum of Understanding will set forth the process to result in a binding Purchase and Development Agreement for the proposed development at 353 S. White Street.



Board of Commissioners Agenda Item Report

Agenda Item No.: 2023-96-
Submitted by: Aileen J. Staples
Submitting Department: Finance
Meeting Date: March 21, 2023

SUBJECT

Consideration of approval of amendment to Electric Rate Schedules

Recommendation:

Approval as submitted

Item Summary:

ATTACHMENTS

- [Approval of electric rate adjustments_summary.pdf](#)
- [2023-xx amendment to electric rate schedules.docx](#)
- [wf_proposed rates_031023.pdf](#)

Consideration of approval of amendment to Electric Rate Schedules

At the annual Board Retreat in January, an update was provided on Wake Forest Power from an infrastructure and financial perspective. Staff retained the services of Booth and Associates to update the cost of service and rate study completed in 2020 given the significant increases and other challenges encountered over the last few years.

Staff presented the results of the rate study update at the work session on March 7 and is recommending increases to be implemented effective April 1, 2023, and September 1, 2023 respectively.

Attachments: Ordinance; Updated rate schedules

ORDINANCE 2023-xx

ORDINANCE TO AMEND THE ELECTRIC RATE SCHEDULES OF THE TOWN OF WAKE FOREST, NORTH CAROLINA

WHEREAS, a comprehensive cost of service and rate study has been completed in 2020 and further updated in 2023 to include a detailed analysis of the cost of providing electric service; and

WHEREAS significant cost increases have been realized resulting in use of cash and working capital in the Electric Fund; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Town of Wake Forest, North Carolina that that the Town's Fee Schedule is hereby amended to include the attached summary of changes in electric rates effective April 1, 2023, and September 1, 2023.

Adopted this the 21st day of March 2023.

Vivian A. Jones
Mayor

APPROVED AS TO FORM:

Hassan Kingsberry
Town Attorney

ATTEST:

Theresa Savary
Town Clerk

Town of Wake Forest
Rate Adjustments - Proposed

	Current Rate	Proposed 4/1/2023	% Increase	Proposed 9/1/2023	% Increase
Residential Service					
Basic Customer Charge					
Single-Phase	\$25.00	\$25.00	0.00%	\$25.00	0.00%
Three-Phase	\$50.00	\$50.00	0.00%	\$50.00	0.00%
Energy					
All kWh	\$0.10895	\$0.12170	11.70%	\$0.13580	11.59%
Number of Customers	7,125				
Average Monthly kWh per Consumer	907				
Average Cost per kWh	\$0.13464	\$0.14739	9.47%	\$0.16149	9.57%
Small Solar Service					
Basic Customer Charge					
All Customers	\$2.25	\$2.25	0.00%		
Energy					
All kWh	(\$0.03273)	(\$0.03273)	0.00%		
Number of Customers	14				
Average Monthly kWh per Consumer	524				
Average Cost per kWh	(\$0.02844)	(\$0.02844)	0.00%		
Small Commercial Service					
Basic Customer Charge					
Single-Phase	\$30.00	\$30.00	0.00%		
Three-Phase	\$60.00	\$60.00	0.00%		
Energy					
First 1500 kWh	\$0.12385	\$0.13870	11.99%		
Over 1500 kWh	\$0.10830	\$0.11620	7.29%		
Number of Customers	1,001				
Average Monthly kWh per Consumer	2,129				
Average Cost per kWh	\$0.13422	\$0.14490	7.96%		
Large Commercial Service					
Basic Customer Charge					
All Customers	\$80.00	\$80.00	0.00%		
Demand					
First 30 kW	\$8.00	\$9.55	19.38%		
Over 30 kW	\$9.25	\$9.55	3.24%		
Energy					
First 5000 kWh	\$0.08900	\$0.09290	4.38%		
Next 5000 kWh	\$0.08010	\$0.08360	4.37%		
Over 10000 kWh	\$0.07210	\$0.07530	4.44%		
Number of Customers	117				
Average Monthly kWh per Consumer	25,469				
Average Cost per kWh	\$0.10574	\$0.11148	5.43%		
Public School Service					
Basic Customer Charge					
Single-Phase	\$37.50	\$37.50	0.00%		
Three-Phase	\$85.50	\$85.50	0.00%		
Demand					
All kW	\$7.50	\$7.69	2.53%		
Energy					
All kWh	\$0.07420	\$0.07540	1.62%		
Number of Customers	18				
Average Monthly kWh per Consumer	32,495				
Average Cost per kWh	\$0.10615	\$0.10811	1.84%		

Town of Wake Forest
Rate Adjustments - Proposed

	Current Rate	Proposed 4/1/2023	% Increase	Proposed 9/1/2023	% Increase
Coincident Peak Service					
Basic Customer Charge					
0-99 kW	\$75.00	\$75.00	0.00%		
100-499 kW	\$200.00	\$200.00	0.00%		
500-999 kW	\$475.00	\$475.00	0.00%		
Coincident Peak Demand					
All kW	\$23.00	\$23.30	1.30%		
Excess Demand					
All kW	\$3.75	\$4.37	16.53%		
Energy					
All kWh	\$0.05120	\$0.05120	0.00%		
Number of Customers	18				
Average Monthly kWh per Consumer	99,234				
Average Cost per kWh	\$0.07265	\$0.07391	1.74%		
Lighting					
100 HPS Cobra/wood pole	\$18.15	\$20.85	14.88%		
100 HPS Cobra/Round Pole	\$21.10	\$24.25	14.93%		
100 HPS Cobra/Addtl Light	\$14.40	\$16.55	14.93%		
250 HPS Cobra/ Wood Pole	\$21.50	\$24.70	14.88%		
250 HPS Cobra/ Round Pole	\$24.45	\$28.10	14.93%		
250 HPS Cobra/ Addtl Light	\$17.75	\$20.40	14.93%		
400 HPS Cobra/ Wood Pole	\$28.75	\$33.05	14.96%		
400 HPS Cobra/Round Pole	\$31.70	\$36.45	14.98%		
100 HPS Shoebox on Sq Pole	\$35.55	\$40.85	14.91%		
100 HPS Shoebox/Addtl Light	\$17.85	\$20.50	14.85%		
150 HPS Shoebox on Sq Pole	\$37.45	\$43.05	14.95%		
150 HPS Shoebox/Addtl Light	\$19.75	\$22.70	14.94%		
250 HPS Shoebox on Sq Pole	\$44.25	\$50.85	14.92%		
250 HPS Shoebox/ Addtl Light	\$26.55	\$30.50	14.88%		
400 HPS Shoebox on Sq Pole	\$47.20	\$54.25	14.94%		
400 HPS Shoebox/ Addtl Light	\$29.50	\$33.90	14.92%		
100 HPS Open Air/Wood Pole	\$16.10	\$18.50	14.91%		
100 HPS Open Air/ Addtl Light	\$12.35	\$14.20	14.98%		
250 HPS Open Air/Addtl Light	\$13.85	\$15.90	14.80%		
150 HPS Deco Light on Rd Pole	\$24.95	\$28.70	15.03%		
100 HPS Deco Light on Rd Pole	\$23.85	\$27.40	14.88%		
1/2-100 HPS Open Air/No Pole	\$6.18	\$7.10	14.89%		
150 HPS Deco 23-Way Split	\$1.08	\$1.25	15.74%		
175W MV 3-Way Split	\$3.19	\$3.67	15.05%		
70W 23-Way Split	\$0.39	\$0.44	12.82%		
250 HPS Open Air/Wood Pole	\$17.60	\$20.25	15.06%		
175W MV/ No Pole	\$9.56	\$11.00	15.06%		
400W MV/No Pole	\$19.13	\$22.00	15.00%		
70W Sign Light	\$8.80	\$10.10	14.77%		
100 HPS Open Air 1/2 Split	\$8.05	\$9.25	14.91%		
250 HPS Open Air 1/2 Split	\$8.80	\$10.13	15.11%		
Square Pole	\$17.70	\$20.35	14.97%		
Wood Pole	\$3.75	\$4.30	14.67%		
Underground for Security Light	\$3.62	\$4.15	14.64%		



Board of Commissioners Agenda Item Report

Agenda Item No.: 2023-35-

Submitted by: Terry Savary

Submitting Department: Administration

Meeting Date: March 21, 2023

SUBJECT

Department Monthly Report

Recommendation:

Item Summary:

ATTACHMENTS

- [Feb 2023 Monthly Report Template.pdf](#)

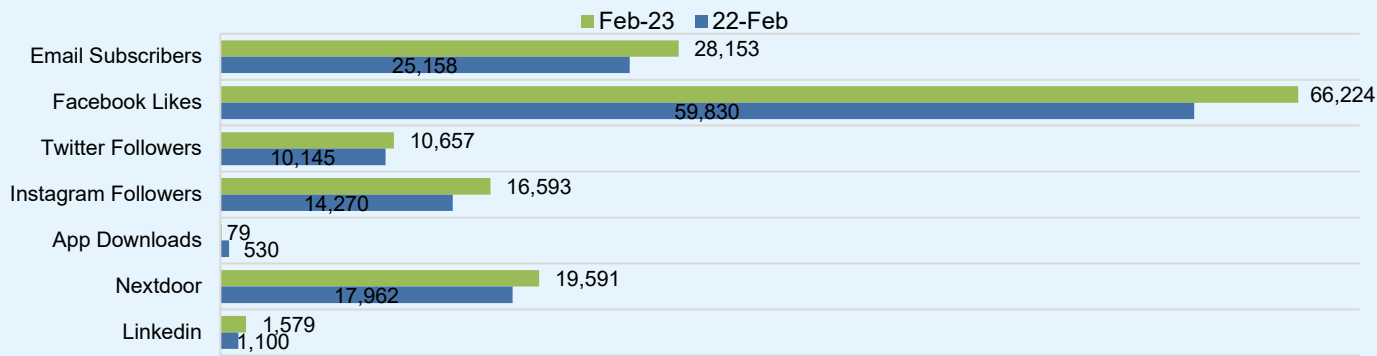


Communications

ANNOUNCEMENTS	
Media Releases	30
Email Announcements	18
Town-to-Resident Phone Calls/Texts	3

TOP 5 VIEWED PAGES ON WEBSITE		
RANK	PAGE	VIEWS
1	Home	9,529
2	Customer Service Forms	8,141
3	Utility Bill Payment Options	2,920
4	PRCR	2,515
5	Jobs	2,137

SUBSCRIBERS



Downtown Development

OCCUPANCY

	JAN-MAR 2023	JAN – MAR 2022
Occupancy Rate in Percentage	90%	88%

NEW BUSINESSES

	FEB 2023	FISCAL YEAR-TO-DATE
Number of New Businesses	1	8
Number of Businesses Closed	1	7*

*Total number of businesses closed each month has been reported correctly, but it appears that Fiscal Year to Date number was reported incorrectly for December and January.

UPDATES PROVIDED QUARTERLY

EVENTS

THIRD QUARTER EVENTS JAN - MAR)	ATTENDANCE IN 2022	ATTENDANCE IN 2023
None	0	0

- Wake Forest Downtown, Inc. Board of Directors hosted the Annual Property Owners Lunch on 2.16.23. Approximately 100 people were in attendance and an annual update was provided about what has happened in the last fiscal year and what exciting things are on the horizon.
- Starting to see movement on downtown projects with initial plans being submitted for the Food Hall, Atlas Stark, PowerHouse Row Phase 2, and Page 158 Books Expansion.
- Department in coordination with WFD Economic Vitality Chair is working on the first round of historic plaques. The wording has been finalized and once property owners sign off, then the initial order will be placed with the goal for installation in June 2023.

Economic Development

WFBIP MONTHLY NEWSLETTER

[VIEW](#)

The Wake Forest Business & Industry Partnership's Quarterly Report is updated at the end of each quarter.

Use Chrome, Firefox, Safari, or Edge to view the newsletter and/or the report.

REQUESTS FOR INFORMATION (RFIs)

	FEBRUARY 2022	FEBRUARY 2023
Number of responses to RFIs	1	0

BUSINESS RETENTION & EXPANSION

NAMES OF BUSINESSES VISITED THIS MONTH

Ting
North State Bank
Grove 98

Engineering

PROJECT

UPDATE

Engineering. ARPA projects - Horse Creek Watershed Study, Miller Park, Jones Wynd, Falconhurst, and Tom's Creek Watershed Study are underway in the design phase.

CIP projects - WF Reservoir and S Franklin Widening are in design.

Finance

FINANCIAL TASKS COMPLETED

TAX RETURNS & REPORTS

COMPLETION DATE

NC Sales and Use Tax Form E500 2/16/23

TR-2 Report 2/1/23

ORBIT/LGERS Report – NC State Treasurer 2/1/23

Utility Sales Tax Return – E500 E 2/14/23

BLS Department of Labor Report 2/21/23

ACCOUNTING/FINANCE

AMOUNT

Total Accounts Payable Disbursement \$3,354,055

Total ePayables Disbursement \$4,083,059

Total Number of Invoices Paid 322

Total Amount of Invoices Paid with credit card 660

GENERAL TASKS AND OTHER ITEMS

COMPLETION DATE

FY 2023-2024 Budget Kickoff Meeting February 14th

FY 2023–2028 Capital Improvements Plan (CIP) Update

COMPLETION DATE

CIP update approved February 21st

PURCHASING / WAREHOUSE

New Vendors Set Up 11

Purchase Orders Processed 60

Informal Quotes 17

Surplus Items Sold 5 items - \$45,442

HUBSCO 0

NORTHERN WAKE FOOD SECURITY TEAM

Staff Hours 16 hours per week (Corey – 8/Drew - 8)

Updates Deliver food to Hope House on Thursday afternoons.
Planning meetings underway

Fire

KEY STATS

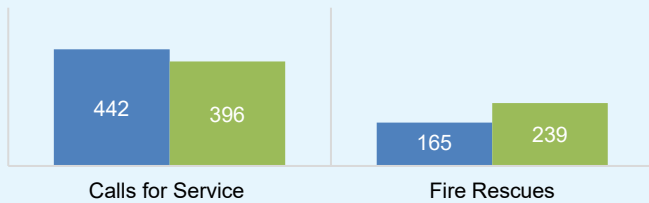
	FEBRUARY 2022	FEBRUARY 2023
Calls for Service	396	442
Average Response Time	4:18	6:13

TYPES OF CALLS

	FEBRUARY 2022	FEBRUARY 2023
Fire	127	165
Medical	239	254
Motor Vehicle Accidents (MVA)	30	23

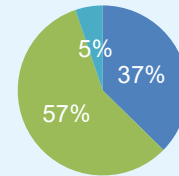
FIRE-KEY STATS

■ Feb-23 ■ 22-Feb



TYPES OF CALLS

■ Fire ■ Medical ■ MVAs



Human Resources

PROMOTIONS / TRANSFERS / CAREER LADDER ADVANCEMENT

EMPLOYEE NAME	DEPARTMENT	POSITION	DATE
Tavius Jones	Public Works	Relief SW Equipment Operator	2.20.2023
Richard Moore	Fire Department	Fire Captain	2.20.2023

EMPLOYMENT

As of February 28, 2023	FEBRUARY 2022	FEBRUARY 2023
Positions Filled	362	381
Vacancies	35	31
Total Authorized Positions FY 2022-2023	397	412

Information Technology

SERVICE STATS

	FEBRUARY 2022	FEBRUARY 2023
Service Requests Completed	337	436
Network Uptime Percentage	100%	90%

Inspections & Public Facilities

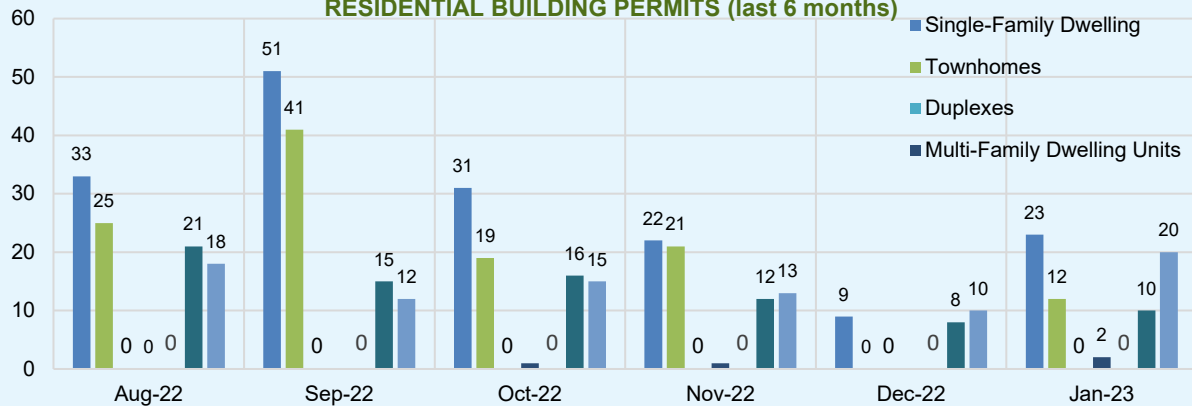
RESIDENTIAL PERMITS

	FEBRUARY 2023	FEBRUARY 2022
Single-Family Dwelling	22	56
Townhomes	28	37
Duplexes	0	0
Multi-Family Dwelling Units	1	0
Other	91	135
Total	142	228

NON-RESIDENTIAL PERMITS

	FEBRUARY 2023	FEBRUARY 2022
New Commercial	00	00
Fit-Ups	02	05
Other	9	32
Total	11	37

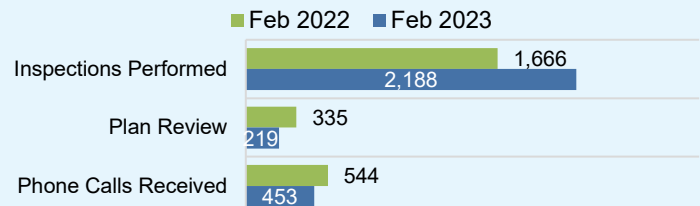
RESIDENTIAL BUILDING PERMITS (last 6 months)



PUBLIC FACILITIES

	FEBRUARY 2023	FEBRUARY 2022
Preventative Maintenance Completed	558	529
Reactive Work Orders	124	136

DEPARTMENTAL PRODUCTIVITY



BUSINESSES	
NEW COMMERCIAL BUSINESSES	ADDRESS
FIT-UPS	
Kwench Juice Café	3624 Rogers Rd
Window Nation	740 Merritt Capital Dr 111
PRE-OCCUPANCIES	
Carolina Counseling Specialists PLLC	1740 Heritage Center Dr 102

Parks, Recreation & Cultural Resources

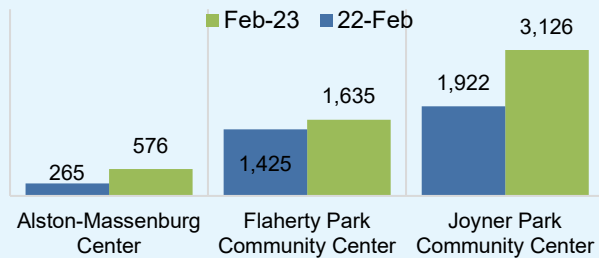
ATHLETICS

	FEBRUARY 2023	FEBRUARY 2022
Registrations Received – Youth	876	835
Registrations Received – Adult	25 teams	21 teams
Games Held	29	13
Revenue	\$73,155	\$64,415

PROGRAMS

	FEBRUARY 2023	FEBRUARY 2022
Registrations Received – Youth	105	94
Registrations Received – Adult	143	91
Classes/Programs Held	34	54
Revenue	\$5213	\$3859

VISITORS TO COMMUNITY CENTERS



RECONNECT PROGRAM GUIDE

[VIEW](#)

The program guide is updated twice per year in January and July.

PARK MAINTENANCE

TYPE OF MAINTENANCE	QUANTITY
Vandalism	2
Reactive Maintenance	3
PM Inspections and services	73
Evening and Weekend Park Services	4

FACILITY RENTALS

	FEBRUARY 2023	FEBRUARY 2022
Athletic Fields	17	19
Joyner Park Outdoor / Open Space	2	0
General Outdoor / Open Space	1	0
Picnic Shelters	0	0
Wake Forest Community House	5	3
Joyner Park Community Center	2	0
Flaherty Park Community Center	0	1
Alston-Massenburg Community Center	2	1

VISITORS TO AQUATIC CENTER & SPRAYGROUND

	FEBRUARY 2023	FEBRUARY 2022
Aquatic Center	CLOSED	CLOSED
Taylor Street Sprayground	CLOSED	CLOSED

Planning

DEVELOPMENT SERVICES MONTHLY REPORT ZONING [VIEW](#)

VIOLATIONS DASHBOARD [VIEW](#)

Use Chrome, Firefox, Safari, or Edge when viewing the dashboard.

CERTIFICATES OF APPROPRIATENESS

	FEBRUARY 2023	FEBRUARY 2022
COAs Received	0	1
COAs Approved	0	1

Police

KEY STATS

	FEBRUARY 2023	FEBRUARY 2022
Calls for Service	3753	4737
Vehicle Crashes	155	147

Public Works

UPDATE for FEBRUARY:

Urban Forestry: Christopher Williamson passed his ISA Utilities Specialist exam. Concluded the planting of over 220 tree replacements. Made significant progress into the 2023 pruning schedule.

Solid Waste: Jeanette spearheaded a very successful cleanup of Hwy 98 from Heritage Lakes Dr to Galaxy Dr on 2/22/23; Tavius Jones was promoted from an SW collector to an SW relief driver; The RFP for the trash/recycling collection has moved along steadily, including preparation for presentation to the Board; with a warmer than normal February, we are starting to see more yard waste out earlier than usual and should have a very busy spring.

Streets: replaced 566 ft of the sidewalk, patched 153 tons of asphalt in various spots in Town, CDL training had the 1st town graduate under the new federal guidelines.

Admin: Sold 1 niche, working on various upcoming projects for PW week in May

Fleet: Completed 239 work orders in February for a combined shop productivity average of 67% of billable hours. The 4 mechanics completed 55.2 combined hours of training; Michael Ramey passed his class A CDL testing and can now drive all Town-owned commercial vehicles.

SOLID WASTE

	FEBRUARY 2023	FEBRUARY 2022
New Construction Homes Added	37	83
New Cart Sets	37	83

RECYCLING

	FEBRUARY 2023	FEBRUARY 2022
Volunteer Collected Litter	712.5	500
Volunteer Collected Recycling	150	50
Volunteer Hours	67.5	59
Volunteer Miles of Streets	3	1
Sections of Roads Cleaned (not miles)	3	1
Number of Creeks Cleaned	0	2
Number of Litter Kits Issued/Returned	29	4

CEMETERY

	FEBRUARY 2023	FEBRUARY 2022
Number of Plots Sold	0	9
Number of Niches Sold	1	1
Total Plots Available	0	83

Renaissance Centre for the Arts

EVENT & PROGRAM ATTENDANCE

	FEBRUARY 2023	FEBRUARY 2022
Monthly In-Person Attendance	853	1674
Virtual Views	466	1204
Ticketed Events Held	1	1
Free Events Held	1	1

- The Renaissance Centre hosted four SOLD-OUT events in February. The Economic Development Forum, Shana Tucker Valentine's Day Brunch, Rosa Parks and Friends, and the State of the Town.

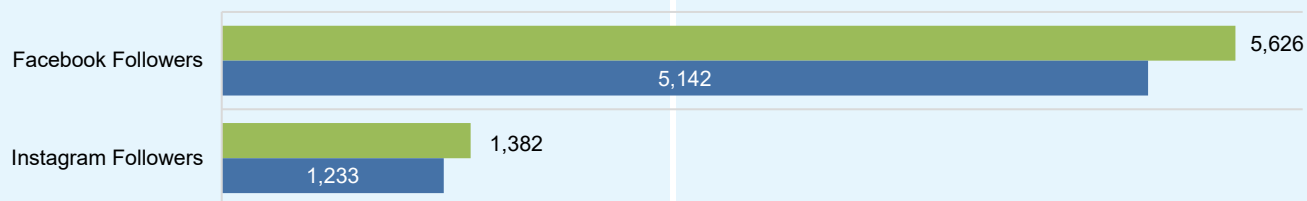
RENAISSANCE CENTRE PROGRAM GUIDE

[VIEW](#)

The program guide is updated twice per year in January and July.

SOCIAL ENGAGEMENT

■ Feb-23 ■ 22-Feb



Wake Forest Power

CUSTOMER SUMMARY

	FEBRUARY 2023	FEBRUARY 2022
Electric Meters/Customers	7,046	6,693
Pre-Pay Power Customers	471	460
H.O.P.E. Participants	47	45
N.C. GreenPower Participants	17	17

POWER OUTAGES

	FEBRUARY 2023	FEBRUARY 2022
Total Number of Customers Affected by Outages this Month	1,022	64
Average Number of Customers Affected per Outage	511	32

PAYMENTS RECEIVED

	FEBRUARY 2023	FEBRUARY 2022
eSuite Credit Card Payments	\$247,611	\$427,574
eSuite Credit Card Payments (Pre-Pay)	\$100	\$4,272
Paymentus CC Payments	\$820,321	\$588,818
Paymentus CC Payments (Pre-Pay)	\$46,346	\$46,387

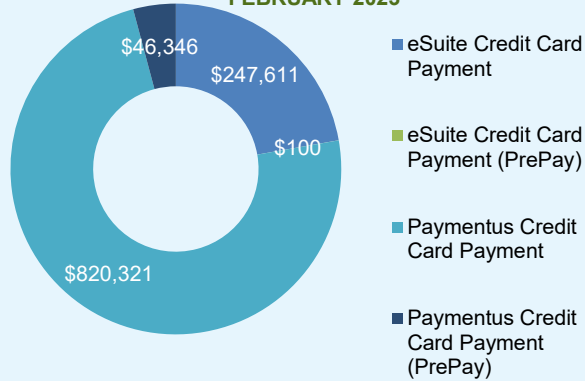
NUMBER OF TRANSACTIONS

	FEBRUARY 2023	FEBRUARY 2022
eSuite Credit Card Payments	417	759
eSuite Credit Card Payments (Pre-Pay)	2	134
Paymentus CC Payments	4,851	3,592
Paymentus CC Payments (Pre-Pay)	1,305	1,169

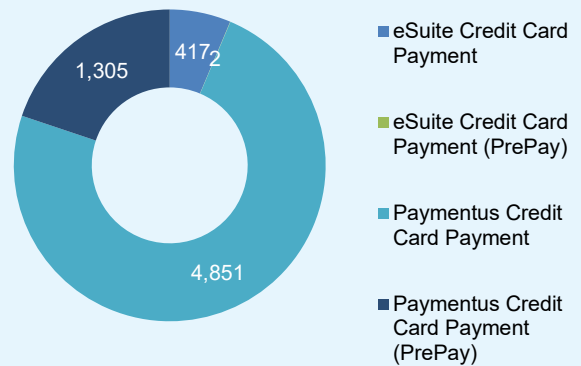
Note: Transitioning to Paymentus

PAYMENTS RECEIVED

FEBRUARY 2023



PAYMENTS RECEIVED FEBRUARY 2023



Advisory Boards

Historic Preservation Commission

MEETINGS

Most recent meeting held	2/ 09 /2023
Number of members in attendance	0 out of 9

February Meeting was canceled due to a lack of quorum

Human Relations Council

MEETINGS

Most recent meeting held	2/23/2023
Number of members in attendance	11 out of 12

The group has begun planning for 2024 as well as for the upcoming Good Neighbor Day.

Public Art Commission

MEETINGS

Most recent meeting held	02/23/2023
Number of members in attendance	6 out of 9

UPDATE: 2023 Celebration of the Arts Committee is moving forward with the planning of the event (had the first meeting this month with the 2022 Committee to determine to-dos). Art Vision Plan update in progress.

Parks, Recreation & Cultural Resources Advisory Board

MEETINGS

Most recent meeting held	02/27/2023
Number of members in attendance	12 out of 13

UPDATE Work Group Updates

- ❖ Work Groups Update:
- ❖ **National Trails Day (6/3)** Registration is live, timing company set, current registration 22 for 5k and 3 for the 3k: Information emailed to past participants.
- ❖ **Art in the Park (8/26)**: Meeting with workgroup soon.
- ❖ **Unplugged (9/3)**: Event date confirmed. Workgroup to go over inventory.

Technology Advisory Board

MEETINGS

Most recent meeting held	2/27/2023
Number of members in attendance	10 out of 11

- ❖ Chair and Vice Chair Vote
- ❖ STEM planning is in full swing for April 29, 2023.
- ❖ Approval of Youth Member

Urban Forestry Board

MEETINGS

Most recent meeting held	2/28/2023
Number of members in attendance	8 out of 11

The board discussed upcoming events at the UFB handbook



Board of Commissioners Agenda Item Report

Agenda Item No.: 2023-36-

Submitted by: Terry Savary

Submitting Department: Administration

Meeting Date: March 21, 2023

SUBJECT

Wake County Tax Release

Recommendation:

Item Summary:

ATTACHMENTS

- [WF-TAX-REP-MARCH-2023-MTG.pdf](#)



Board of Commissioners
P.O. Box 550 • Raleigh, NC 27602

TEL 919 856 6180
FAX 919 856 5699

SHINICA THOMAS, CHAIR
SUSAN EVANS, VICE-CHAIR
VICKIE ADAMSON
MATT CALABRIA
DON MIAL
CHERYL STALLINGS
JAMES WEST

March 7, 2023

Mr. Kip Padgett
Town Manager;
Town of Wake Forest
301 S. Brooks Street
Wake Forest, North Carolina 27587

Dear Mr. Padgett:

The Wake County Board of Commissioners, in regular session on March 6, 2023, approved and accepted the enclosed tax report for the Town of Wake Forest.

The attached adopted actions are submitted for your review; no local board action is required.

Sincerely,

A handwritten signature in dark ink, appearing to read "Yvonne Gilyard", written over the printed name.

Yvonne Gilyard
Clerk to the Board
Wake County Board of Commissioners



WAKE COUNTY TAX ADMINISTRATION

Rebate details
1/1/2023 - 1/31/2023

WAKE FOREST

DATE 02/20/2023
TIME 10:22:08 AM
PAGE 1

REBATE NUMBER	PROPERTY	SPEC DIST	CITY TAG	LATE LIST	BILLED INT	TOTAL REBATED	PROCESS DATE	ACCOUNT NUMBER	TAX YEAR	YEAR FOR	BILLING OWNER TYPE
------------------	----------	--------------	-------------	-----------	---------------	------------------	-----------------	-------------------	-------------	-------------	--------------------------

WAKE FOREST (Not In District)

BUSINESS ACCOUNTS

836854	154.69	0.00	0.00	15.47	0.00	170.16	01/20/2023	0006950846	2022	2022	BROOKFIELDS INDOOR GOLF & LOUNGE
--------	--------	------	------	-------	------	--------	------------	------------	------	------	-------------------------------------

Subtotal for BUSINESS ACCOUNTS	154.69	0.00	0.00	15.47	0.00	170.16			1	Properties Rebated	
--------------------------------------	--------	------	------	-------	------	--------	--	--	---	--------------------	--

INDIVIDUAL PROPERTY ACCOUNTS

837838	53.95	0.00	25.00	0.00	0.00	78.95	01/31/2023	0006962831	2022	2021	CONDON, JAMES JOSEPH JR
--------	-------	------	-------	------	------	-------	------------	------------	------	------	-------------------------

Subtotal for INDIVIDUAL PROPERTY ACCOUNTS	53.95	0.00	25.00	0.00	0.00	78.95			1	Properties Rebated	
--	-------	------	-------	------	------	-------	--	--	---	--------------------	--

WILDLIFE BOAT ACCOUNTS

837599	265.24	0.00	0.00	26.52	0.00	291.76	01/30/2023	0004206081	2022	2022	VULGAMOTT, ROBERT WAYNE
--------	--------	------	------	-------	------	--------	------------	------------	------	------	-------------------------

Subtotal for WILDLIFE BOAT ACCOUNTS	265.24	0.00	0.00	26.52	0.00	291.76			1	Properties Rebated	
--	--------	------	------	-------	------	--------	--	--	---	--------------------	--

TOTAL WAKE FOREST (Not In District)	473.88	0.00	25.00	41.99	0.00	540.87			3	Properties Rebated for the District/City	
--	--------	------	-------	-------	------	--------	--	--	---	--	--



WAKE COUNTY TAX ADMINISTRATION

Rebate details
1/1/2023 - 1/31/2023

WAKE FOREST

DATE 02/20/2023
TIME 10:22:08 AM
PAGE 2

REBATE NUMBER	PROPERTY	SPEC DIST	CITY TAG	LATE LIST	BILLED INT	TOTAL REBATED	PROCESS DATE	ACCOUNT NUMBER	TAX YEAR	YEAR FOR	BILLING TYPE	OWNER
------------------	----------	--------------	-------------	-----------	---------------	------------------	-----------------	-------------------	-------------	-------------	-----------------	-------

TOTAL FOR
CITY

WAKE	473.88	0.00	25.00	41.99	0.00	540.87				3	Properties Rebated for the City	
FOREST												



WAKE COUNTY TAX ADMINISTRATION

Rebate details
1/1/2023 - 1/31/2023

WAKE FOREST

DATE 02/20/2023
TIME 10:22:08 AM
PAGE 1

REBATE NUMBER	PROPERTY	SPEC DIST	CITY TAG	LATE LIST	BILLED INT	TOTAL REBATED	PROCESS DATE	ACCOUNT NUMBER	TAX YEAR	YEAR FOR	BILLING TYPE	OWNER
Grand Total:	120,968,311	11,998.83	265.00	537.24	0.00	133,769.38		85	Properties Rebated for All Cities			



Board of Commissioners Agenda Item Report

Agenda Item No.: 2023-34-

Submitted by: Terry Savary

Submitting Department: Administration

Meeting Date: March 21, 2023

SUBJECT

Commissioner Reports

Recommendation:

Item Summary:

ATTACHMENTS

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