



**Wake Forest Board of Commissioners
Meeting Agenda
April 15, 2025 – 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 [Evelyn Wright](#) 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 6 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 three 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 three minutes each to express his/her comments, ideas, concerns, expressions, and desires. Only comments on a Public Hearing will be allowed during this time.

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](#). 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 three minutes to speak. Thank you for your cooperation.

Call to Order

Pledge of Allegiance

1. Approval of Agenda

2. Approval of Minutes

- 2.A Approval of Minutes
[DRAFTBOCWSEMinutes_Mar20254 FINAL.pdf](#)
[DRAFTBOCMinutes_MAR202518 FINAL.pdf](#)

3. Presentations

- 3.A Proclamation Recognizing April 25, 2025 as Arbor Day in the Town of Wake Forest
[Arbor Day Proclamation_4.25.2025.pdf](#)
- 3.B Proclamation Recognizing April 22, 2025 as Earth Day in the Town of Wake Forest
[Earth Day Proclamation_4.22.2025.pdf](#)
- 3.C Proclamation Recognizing May 2025 as "National Bike Month"
[ProclamationRecognizingMayAsBikeMonthApr041525.docx](#)
- 3.D Proclamation Recognizing July 4 2025 as America 250! Day
[Proclamation Recognizing America 250.pdf](#)
- 3.E Resolution Recognizing Sergeant Charles Burchett on his Retirement
[Burchett Summary appreciation of services.docx](#)
[Burchett Resolution of Appreciation for Services.docx](#)
- 3.F Proclamation Recognizing May 1 2025 as "Global Love Day"
[Proclamation Global Love Day 2025.pdf](#)
- 3.G Resolution recognizing Clarence Medlin, III on his retirement
- 3.H Introduction of Wake Forest Chamber of Commerce President Jim Thompson
[Presentation by WF Chamber_summary.pdf](#)
- 3.I Proclamation Recognizing National Day of Prayer
[Proclamation2025NationalDayOfPrayerMay20251.pdf](#)
- 3.J Proclamation Recognizing the 56th Annual Professional Municipal Clerks Week
[2025 National Clerks Week.pdf](#)

4. Public hearings / Public Comment

- 4.A Public Hearing on a petition requesting contiguous and non-contiguous annexation submitted by property owners Town of Wake Forest for property associated with the rezoning request RZ-24-06, located at 1621 and 1701 Wait

Avenue being Wake County PINs 1850578617 and 1850670578 being approximately 4.48 acres.

[041525 BOC Agenda Summary AN-24-04.pdf](#)

[DRAFT ORDINANCE AN-24-04 \(CONTIGUOUS\).docx](#)

[DRAFT ORDINANCE AN-24-04 \(NON-CONTIGUOUS\).docx](#)

[Attachment A - Legal Description AN-24-04.pdf](#)

[Attachment B - Annexation Exhibit AN-24-03.pdf](#)

[Attachment C - Contiguous and Non-contiguous Annexation Petitions AN-24-04.pdf](#)

- 4.B Public Hearing of LEGISLATIVE CASE RZ-24-06, 1621 & 1701 Wait Avenue, a rezoning filed by filed by Town of Wake Forest to rezone 4.48 acres located at 1621 & 1701 Wait Avenue, being Wake County Tax PINs 1850578617 and 1850670578 from Wake County's Highway District (HD) to Wake Forest's Rural Holding District (RD).

[BOC Agenda Summary RZ-24-06.pdf](#)

[RZ-24-06 Staff Report.pdf](#)

[Attachment A - Neighborhood Meeting Minutes.pdf](#)

[Attachment B - Application.pdf](#)

[Attachment C - Maps.pdf](#)

[Attachment D - Planning Board Recommendation.pdf](#)

[Exhibit 1 - Legal Description.pdf](#)

[Exhibit 2 - Consistency Statement.pdf](#)

[Ordinance RZ-24-06.docx](#)

- 4.C Public Hearing on LEGISLATIVE CASE RZ-24-04, White Street Mixed Use, a conditional district rezoning filed by Chase Massey on behalf of Thales Academy, Inc., to rezone 3.93 acres located at 0 North White Street, being Wake County Tax PIN 1841966020, from Neighborhood Business (NB) to Neighborhood Mixed-Use Conditional District (NMX-CD).

[BOC Agenda Summary RZ-24-04.pdf](#)

[RZ-24-04 Staff Report.pdf](#)

[Attachment A - Neighborhood Meeting Information.pdf](#)

[Attachment B - Application.pdf](#)

[Attachment C - Maps.pdf](#)

[Attachment D - Transportation Impact Analysis \(TIA\).pdf](#)

[Attachment E - Planning Board Recommendation and Plan Consistency Analysis.pdf](#)

[Exhibit 1 - Legal Description.pdf](#)

[Exhibit 2 - Consistency Statement.pdf](#)

[Exhibit 3 - Proposed White Street Mixed Use Master Plan.pdf](#)

[Ordinance RZ-24-04.docx](#)

- 4.D Public Hearing on a contiguous annexation submitted by the property owner Sassom LLC, located at 0 Forestville Road being Wake County PIN 1749681910 (portion of) being approximately 0.175 acres.

[041525 BOC Agenda Summary AN-25-01.pdf](#)

[Attachment A Legal Description AN-25-01.pdf](#)

[Attachment B Annexation Map AN-25-01.pdf](#)

[Attachment C Contiguous Annexation Petition AN-25-01.pdf](#)

- 4.E Public Hearing on a contiguous annexation submitted by the property owners Naught 1 LLC and 2517 BMC LLC, located at 2517, 2601, and 2605 Burlington Mills Road, being Wake County PINs 1738499517, 1738593572, and 1738592719 being approximately 3.875 acres.
[041525 BOC Agenda Summary AN-25-02.pdf](#)
[Attachment A Legal Description AN-25-02.pdf](#)
[Attachment B Annexation Map AN-25-02.pdf](#)
[Attachment C Annexation Petition AN-25-02.pdf](#)
[DRAFT ORDINANCE AN-25-02.docx](#)
- 4.F 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 3 minutes. Please provide the clerk with copies of any handouts you have for the Board. Although the Board is interested in hearing your concerns, speakers should not expect Board action or deliberation on subject matter brought up during the Public Comment segment. Topics requiring further investigation will be referred to the appropriate Town Staff and may be scheduled for a future agenda. Thank you for your consideration of the Board of Commissioners, staff and other speakers.

5. Consent Agenda

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

- 5.A Approval of contract related to road improvements associated with the Reserve at Dunn Creek.
[Summary Dunn Creek Western Crossing.pdf](#)
[Attachment A Resolution and Contract](#)
[Exhibit A Friendship Chapel Western Crossing.pdf](#)
[Exhibit B-1 The Cost Estimate Friendship Chapel Western Crossing.pdf](#)
[Exhibit B-2 Prior Design Costs Friendship Chapel Western Crossing.pdf](#)
- 5.B Approval of resolution authorizing the Town Manager to execute on behalf of the Town of Wake Forest a contract with Berry Building Group to construct a public safety warehouse at 1412 Forestville Road for \$2,681,000.00
[Summary Public Safety Warehouse.pdf](#)
[Attachment A Public Safety Warehouse Resolution](#)
[Attachment B Berry Building Group Submittal](#)
[Attachment C Full Bid Tab](#)
- 5.C Approval of a Resolution to surplus the badge and service weapon carried by Sergeant Charles Burchett
[Burchett Resolution Badge and Weapon.docx](#)
[Burchett Summary badge and weapon surplus.docx](#)

- 5.D Resolution Authorizing Property Conveyance of 0.639 acres; Portion of 414 Wait Avenue, Wake Forest, NC For H.L. Miller Park Improvements
[Agenda_Summary_04152025.docx](#)
[Attachment A WEMC Parcel and Greenway Easement Resolution.docx](#)
[Attachment B Contract.pdf](#)
[Exhibit_A_Fee Property.pdf](#)
[Exhibit_B_Easement Property.pdf](#)
[Exhibit_C_Town Easement.pdf](#)

6. Legislative Items

7. Planning Items

- 7.A Consideration of a petition requesting contiguous and non-contiguous annexation submitted by property owners Town of Wake Forest for property associated with the rezoning request RZ-24-06, located at 1621 and 1701 Wait Avenue being Wake County PINs 1850578617 and 1850670578 being approximately 4.48 acres.
- 7.B Consideration of LEGISLATIVE CASE RZ-24-06, 1621 & 1701 Wait Avenue, a rezoning filed by filed by Town of Wake Forest to rezone 4.48 acres located at 1621 & 1701 Wait Avenue, being Wake County Tax PINs 1850578617 and 1850670578 from Wake County's Highway District (HD) to Wake Forest's Rural Holding District (RD).
- 7.C Consideration of LEGISLATIVE CASE RZ-24-04, White Street Mixed Use, a conditional district rezoning filed by Chase Massey on behalf of Thales Academy, Inc., to rezone 3.93 acres located at 0 North White Street, being Wake County Tax PIN 1841966020, from Neighborhood Business (NB) to Neighborhood Mixed-Use Conditional District (NMX-CD).
- 7.D Consideration of approval on a contiguous annexation submitted by the property owner Sassom LLC, located at 0 Forestville Road being Wake County PIN 1749681910 (portion of) being approximately 0.175 acres.
- 7.E Consideration of approval on a contiguous annexation submitted by the property owners Naught 1 LLC and 2517 BMC LLC, located at 2517, 2601, and 2605 Burlington Mills Road, being Wake County PINs 1738499517, 1738593572, and 1738592719 being approximately 3.875 acres.

8. Administration and Financial Items

- 8.A Consideration of purchase and sale agreement for three parcels totaling 47.3 acres located at 0 Forestville Road.
[0 Forestville Rd Summary](#)
[Attachment A 0 Forestville PSA](#)
[Attachment B 0 Forestville Resolution](#)
[Attachment C 0 Forestville Survey](#)

9. Public Services Items

10.Parks and Recreation Items

11.Public Safety Items

12.Other Business

12.A Department Monthly Reports

[March 2025 Monthly Report Draft.pdf](#)

12.B Consideration of Approval Guidelines for Public Comment at BOC Meetings

[Consideration of Approval Guidelines for Public Comment at BOC Meetings.pdf](#)

12.C Commissioner Reports

13.Adjournment



BOARD OF COMMISSIONERS AGENDA ITEM REPORT

Agenda Item No.: 2025-433-

Submitted by: Evelyn Wright, Administration

Submitting Department: Administration

Meeting Date: April 15, 2025

Subject

Approval of Minutes

Recommendation:

item Summary:

ATTACHMENTS:

- [DRAFTBOCWSEMinutes_Mar20254 FINAL.pdf](#)
- [DRAFTBOCMinutes_MAR202518 FINAL.pdf](#)



**DRAFT Wake Forest Board of Commissioners
Work Session Meeting Minutes**

The Wake Forest Board of Commissioners met on **Tuesday, March 4, 2025**, 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 Ben Clapsaddle, Commissioner Faith Cross, Commissioner Keith Shackleford, Commissioner Nick Sliwinski, and Commissioner Adam Wright.

Commissioners Absent: None.

Staff Members Present:

Town Manager Kip Padgett
Assistant Town Manager Candace Davis
Assistant Town Manager Allison Snyder
Assistant Town Manager/CFO Aileen Staples
Town Attorney Sam Slater
Deputy Town Clerk Ella Dowtin
Planning Director Jennifer Currin
Engineering Director Tim Watson
Interim Police Chief Julius Jefferson

Police Captain Brandon High
Police Captain Julius Jefferson
Police Captain Matt Perkinson
Fire Chief Ron Early
Finance Director Samantha Sanchez
Long Range Planner II Emma Linn
Senior Planner Patrick Reidy

Mayor Jones opened the session advising of a proclamation recognizing March as American Red Cross month and the lighting of downtown in red to honor it.

Presentations

1.1. Presentation of an Ordinance Amending the Code of Ordinances Chapter 30 – Traffic and Vehicles; Article VI. - Traffic Schedules Sec. 30-241. - Schedule I, parking prohibited at all times.

Tim Watson presented the request for an Ordinance Amending the Code of Ordinances Chapter 30 – Traffic and Vehicles; Article VI. - Traffic Schedules Sec. 30-241. - Schedule I, parking prohibited at all times for the Richland Hills Homeowners Association. Tim advised the initial request by the HOA was to have no parking on both sides of the street, however, after review by engineering, the request was amended to no parking along the south side of Richland Hills Avenue, the intersection of Ripley Woods Street and Montonia Street, and the clubhouse at 1100 Richland Hill Avenue. This will be a 50 foot no parking zone.

Mayor Jones asked if there were any other questions. No questions were heard.

2. Discussion of Monthly Financial Report

2.1 Discussion of January Monthly Financial Summaries

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 and the Town Manager, Kip Padgett, advised that the Social District should be added to the agenda.

4. Other Business

4.1 Strategic Plan Quarterly Tracker

4.2 Closed Session: NCGS 143-318.11(6) - To consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee.

5. Commissioner Reports

Commissioner Wright had no report

Commissioner Shackleford had no report.

Commissioner Cross extended her appreciation to the Town for reopening the coat drive as they were able to collect 321 coats.

Commissioner Clapsaddle extended his appreciation to the staff, the Town, and the Renaissance Centre for a job well done at the Wake Forest Film Festival. Commissioner Clapsaddle also acknowledged Isaac Duque for helping to put everything together.

Commissioner Sliwinski congratulated the staff on the Wake Forest Film Festival being a fantastic event.

Mayor Jones shared an email from the Regional Coalition Against Bigger Trucks, a non-profit organization that opposes legislation to increase larger commercial truck size. There are three bills that have been filed in Congress to allow larger trucks. The Coalition is asking the Town to send a letter of opposition. Mayor Jones asked if there was any opposition to sending the letter. There was no opposition from the Commissioners.

Mayor Jones advised that if anyone would like to learn more about CAMPO, there is a class about how the Metropolitan Transportation Plan is put together and she will share the information for participation for those interested.

Mayor Jones shared that she spoke with Erin Wynia and Seth Palmer, with the Metro Mayors Association, about senate bill 382 at the Town and State dinner. Mr. Wynia and Mr. Palmer advised they are still working on the bill and believe a bill will be passed. The bill will not approve everything requested in the bill but will be a compromise.

Mayor Jones contacted Matt Winslow and Mike Schietzelt to ask them to consider a bill to repeal the downzoning issue for Franklin County and to include Wake Forest as the Town has jurisdiction in Franklin County. Mr. Winslow advised, they are working on a statewide revision that will address the issue. Mr. Schietzelt advised that he has filed HB225 to repeal the downzoning in Wake Forest and Rolesville. Mayor Jones advised, although she would like a statewide repeal, Mr. Winslow and Mr. Schietzelt advised that local bills are good because it lets the legislators know that the people are unhappy.

Mayor Jones advised that Jim McCleskey, Director of the North Carolina Washington Office, was on the Zoom call for the Metro Mayors Association. Mr. McCleskey where he discussed transportation projects in western North Carolina. North Carolina's Congressional Delegation is trying to get legislation that will allow private roads and bridges to be eligible for FEMA's public assistance. Currently, public roads can use FEMA funds, but private roads cannot.

Mayor Jones attended the NC Mayors Association meeting. Mike Woodard, a speaker and previous legislator, spoke about how to work with your delegation. He advised that you have to get to know your leadership as well as your delegation. It is important to get to know the issues that are particularly important to them, not just what is important to you. Also, Mr. Woodard advised, get to know which committees they are on, invite them to you, send your Town's newsletters to them, and choose the issue you want them to work on wisely. Mayor Jones advised that she will make sure Bill sends the Town of Wake Forest newsletter to the legislators. Mr. Woodard also advised to stay away from "hot button" issues, social issues, highly partisan issues, and municipal issues that aren't going anywhere. Identify the issues, figure out the different options, and discuss the different options with them. He advised a lobbyist may be helpful but "the leg of municipalities is the best." Leslie Mozingo, President and CEO of Strategies Inc., spoke about lobbying and advised that executive orders are not uncommon but the next two years is the time to protect what you have and not to ask for new projects. Also, make a list of federal funding that the Town should be getting, share that list with the delegation, and determine which funds the Town can't live without. Work on those funds. When Ms. Mozingo was asked, should we hire a lobbyist, she advised, elected to elected is the best advocacy. Also, Ms. Mozingo advised to get to know the staff of your Congressional Delegation. If there is a special project, you may want to get a lobbyist, however, the Town can do the work.

Town Manager Padgett had no report.

Motion was made to go into closed session at 6:19 p.m.

Mover: Commissioner Shackelford moved to go into closed session.

Second: Commissioner Sliwinski

Vote: Motion carried 5-0.

The session was reconvened at 6:32 p.m.

6. Adjournment

Motion to adjourn

Mover: Commissioner Wright moved to adjourn the meeting.

Seconded: Commissioner Sliwinski.

Vote: Motion carried 5-0.

The Board of Commissioners adjourned the meeting at 6:33 p.m.

Duly approved in open session this 15th day of April 2025.

(ATTEST)

Vivian A. Jones, Mayor

Evelyn Wright, Town Clerk



DRAFT Wake Forest Board of Commissioners Meeting Minutes

The Wake Forest Board of Commissioners met on **Tuesday, March 18, 2025**, 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.

Commissioner Members Present: Mayor Vivian A. Jones, Commissioner Ben Clapsaddle, Commissioner Faith Cross, Commissioner Keith Shackelford, Commissioner Nick Sliwinski, and Commissioner Adam Wright.

Commissioner Members Absent: None.

Staff Members Present

Town Manager Kip Padgett
Assistant Town Manager Allison Snyder
Assistant Town Manager Candace Davis
Assistant Town Manager/CFO Aileen Staples
Town Clerk Evelyn Wright
Deputy Town Clerk Ella Dowtin
Engineering Director Tim Watson
Fire Chief Ron Early
Downtown Development Director Jennifer Herbert
Police Captain Matt Perkinson
Police Captain Brandon High

1. Approval of Agenda

ACTION:

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

Second: Commissioner Sliwinski

Vote: Motion carried 5-0

2. Approval of Minutes

2.A. Approval of Minutes:

- February 4, 2025, Work Session
- February 18, 2025, Regular Meeting
- February 24, 2025, Special Meeting
- February 25, 2025, Special Meeting
- February 27, 2025, Special Meeting
- February 28, 2025, Special Meeting

ACTION:

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

Second: Commissioner Sliwinski

Vote: Motion carried 5-0

3. Presentations

3.A. Proclamation Recognizing National Vietnam War Veterans Day 2025

Mayor Jones spoke about the Vietnam War being a time of upheaval in the country and noted that soldiers were not treated well upon their return. She mentioned that many states now observe March 29th as Vietnam War Veterans Day to honor all veterans who served, and Wake Forest was being added to that list of cities recognizing this day.

3.B. Go Wake Forest Progress Update

Brad West provided an update on the Go Wake Forest transit system. He presented performance measures and follow-up items from the previous meeting. Key points included the ridership has increased from 1.5 boardings per hour with the Wake Forest Loop to 21 riders per hour with microtransit, meeting the demand rate improved from initial capacity issues to 91% successful ride requests, and the on-time performance increased from 56.6% to around 85%. Also, the cost per passenger boarding decreased from \$74.33 to just above \$20 in February as compared to the loop system.

Mr. West addressed follow-up items from the previous meeting of van cleaning increasing from once to twice a week, the security cameras were installed in all vans, the vans now have speed and abrupt stopping tracking software, and the weekly driver hours increased from 500 to 580, bringing the fleet size to 8 vans and 2 spares.

Mr. West also mentioned a positive development regarding the community funding area program application, which was unanimously recommended for funding by the CAMPO selection committee.

Commissioner Sliwinski commended the quick turnaround on addressing problems and expressed excitement about the program's success.

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 3 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 opened the floor for general comments.

Pepin Webb – 815 Stadium Drive – Wake Forest, NC 27587
Michael Tell – 256 Highgate Circle – Wake Forest, NC 27587

Mayor Jones explained to the public that the following item, Social District, does not require public hearing; this is why there was no public hearing announced; however, Mayor Jones allowed public comments to be presented.

Public Comment

Abby Black – 520 South Main St. – Wake Forest NC, 27587
Trip Black – 520 South Main St. – Wake Forest NC, 27587
Max Black – 520 South Main St. – Wake Forest NC, 27587
Nicki Black – 520 South Main St. – Wake Forest NC, 27587

Mayor Jones declared the public comments closed.

5. Consent Agenda

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

- 5.A. Approval of a Resolution to Accept Streets into the Town of Wake Forest Street System for Maintenance.
- 5.B. Approval of a resolution to schedule the public hearing and certify the sufficiency for a petition requesting contiguous annexation submitted by the property owner Sassom LLC, located at 0 Forestville Road being Wake County PIN 1749681910 (portion of), being approximately 0.175 acres.
- 5.C. Approval of a resolution to schedule the public hearing and certify the sufficiency for a petition requesting contiguous and non-contiguous annexation submitted by the property owner Town of Wake Forest for property associated with the rezoning request RZ-24-06, located at 1621 and 1701 Wait Avenue being Wake County PINs 1850578617 and 1850670578 being approximately 4.48 acres.
- 5.D. Approval of a resolution to schedule the public hearing and certify the sufficiency for a petition requesting contiguous annexation submitted by the property owners Naught 1 LLC and 2517 BMC LLC, for properties located at 2517, 2601, and 2605 Burlington Mills Road, being Wake County PINs 1738-49-9517, 1738-59-3572, and 1738-59-2719 being approximately 3.875 acres.
- 5.E. Approval of Resolution Authorizing Change Request to Joint Development Agreement with AGG Development for the South Franklin Street Widening Project.
- 5.F. Consideration of Amending the Code of Ordinances Chapter 30 - Traffic and Vehicles; Article VI. - Traffic Schedules Sec. 30-241. - Schedule I, parking prohibited at all times.
- 5.G. Approval of Appointment to Citizen Advisory Boards.

ACTION:

Mover: Commissioner Wright moved to approve.

Seconded: Commissioner Sliwinski

Vote: Motion carried 5-0

6. Legislative Items

6.A. Consideration of an Ordinance amending Chapter 20. Article I in General Sec. 202.
-Public consumption, possession, etc. of alcohol

Downtown Development Director Jennifer Herbert presented the proposal for creating a social district. Herbert outlined the proposed days and hours (Thursday, Friday, and Saturday from noon until 9 pm), signage requirements, and rules for businesses participating in the district. Herbert also addressed concerns about public seating and restrooms in the downtown area.

Discussion

Commissioner Wright asked for consideration of the parking deck in addition to restrooms.

Commissioner Sliwinski expressed hope that the social district would become more than just a place to drink on the sidewalk and encouraged finding ways to bring people downtown that don't solely involve alcohol.

Commissioner Cross appreciated the suggestion for an open house and feedback through social media as suggested by one of tonight's speakers.

ACTION:

Mover: Commissioner Wright moved to approve.

Seconder: Commissioner Shackleford

Vote: Motion carried 4-1

Commissioner Cross voted against the ordinance

7. Planning Items

No planning Items presented.

8. Administration and Financial Items

8.A. Consideration of purchase and sale agreement for property located at 325 S White Street

Assistant Town Manager Allison Snyder presented a request for consideration to buy 0.40 acres of downtown property located at 325 South White Street.

Wake Forest Board of Commissioners

Tuesday, March 18, 2025

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ACTION:

Mover: Commissioner Wright moved to approve the purchase agreement.

Second: Commissioner Shackelford

Vote: Motion carried 5-0

9. Public Services Items

No Public Service Items presented.

10. Parks and Recreation Items

No Parks and Recreation Items presented.

11. Public Safety Items

No Public Safety Items presented.

12. Other Business

12.A. Department Monthly Reports
Received.

12.B. Commissioner Reports

Mayor Jones presented a letter from the Wake County Mayors Association addressing concerns about local post office branches. The commissioners agreed to include Wake Forest in the list of towns expressing these concerns.

ACTION:

Mover: Commissioner Wright

Second: Commissioner Cross

Vote: Motion carried 5-0

Commissioner Wright mentioned the upcoming Comic Book and Toy Expo on March 22, 2025, at the Flaherty Park Community Center.

Commissioner Shackelford recognized Stephanie Brown as the 2025 Main Street Champion during the NC Main Street Awards Conference on March 13th.

Commissioner Cross mentioned that Richland Hill received approval for their

no parking on the street ordinance. Also, Miller Park Phase 1 has begun, and the park is going to be a great addition to downtown.

Commissioner Clapsaddle extended appreciation to everyone that came out to speak. Also, Commissioner Clapsaddle mentioned the upcoming memorial flag raising ceremony on Monday, April 7th at 11 a.m. at Centennial Plaza.

Commissioner Sliwinski extended appreciation to the Fire Department for all they do and the historic marker unveiling for the first Town of Wake Forest Fire Station. Also, Commissioner Sliwinski announced the upcoming Spirit of Inclusion Expo on March 23rd.

Mayor Jones mentioned the Eggstravaganza on April 5th at Joyner Park and the Renaissance Centre's exhibit "Art for All Ages" will be displayed during the month of May. Mayor Jones reminded everyone to stay informed of the Town's activities by checking the calendar on the website. Also, Mayor Jones mentioned Friday Night on White (FNOW) begins Friday, April 11th and the registration for popsicle stick house building contest organized by the Inspections Department ends April 21st.

12.C. Closed Session: NCGS 143-318.11(5) -To establish, or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating (i) the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease. "To prevent the disclosure of information that is privileged or confidential or is not of public record, N.C.G.S. § 143-318.11(a)(1)"

12.D. Closed Session: NCGS 143-318.11(6) - To consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee.

ACTION:

Mover: Commissioner Wright moved to go into closed session at 7:01 p.m.

Seconded: Commissioner Sliwinski

Vote: Motion carried 5-0

Reconvened from closed session at approximately 7:19 pm.

13. Adjournment

ACTION:

Mover: Commissioner Sliwinski moved to adjourn.

Seconder: Commissioner Wright

Vote: Motion carried 5-0

Mayor Jones adjourned the meeting at 7:20 pm.

Duly approved in open session this 15th day of April 2025.

(ATTEST)

Vivian A. Jones, Mayor

Evelyn Wright, Town Clerk



BOARD OF COMMISSIONERS AGENDA ITEM REPORT

Agenda Item No.: 2025-395-

Submitted by: Jeanette Johnson, Sustainable Coordinator, Public Works

Submitting Department: Public Works

Meeting Date: April 15, 2025

Subject

Proclamation Recognizing April 25, 2025 as Arbor Day in the Town of Wake Forest

Recommendation:

Acknowledge content of proclamation and proclaim April 25, 2025 as Arbor Day in the Town of Wake Forest.

item Summary:

ATTACHMENTS:

- [Arbor Day Proclamation_4.25.2025.pdf](#)

PROCLAMATION

DESIGNATING APRIL 25, 2025 AS ARBOR DAY IN THE TOWN OF WAKE FOREST

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

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

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

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

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

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

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

WHEREAS, the Town of Wake Forest has been recognized as a Tree City USA for 47 consecutive years by the National Arbor Day Foundation and desires to continue its tree planting tradition.

NOW, THEREFORE, I, Vivian A. Jones, Mayor of the Town of Wake Forest do hereby proclaim Friday, April 25, 2025 as ARBOR DAY in the Town of Wake Forest, and I urge all citizens to support efforts to protect our trees and woodlands and to support our Town's urban forestry program; and

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

This the 15th of April 2025.

Attest:

Evelyn Wright, Town Clerk



Mayor Vivian A. Jones



BOARD OF COMMISSIONERS AGENDA ITEM REPORT

Agenda Item No.: 2025-396-

Submitted by: Jeanette Johnson, Sustainable Coordinator, Public Works

Submitting Department: Public Works

Meeting Date: April 15, 2025

Subject

Proclamation Recognizing April 22, 2025 as Earth Day in the Town of Wake Forest

Recommendation:

Acknowledge content of proclamation and proclaim April 22, 2025 as Earth Day in the Town of Wake Forest

item Summary:

ATTACHMENTS:

- [Earth Day Proclamation_4.22.2025.pdf](#)

PROCLAMATION

DESIGNATING APRIL 22, 2025 AS EARTH DAY IN THE TOWN OF WAKE FOREST

WHEREAS, April 22, 2025, marks 55 years of worldwide Earth Day celebrations where the first Earth Day in 1970 recognized the importance of every person in preserving our natural resources;

WHEREAS, all life forms on Earth have a right to a healthy, sustainable environment and, as caretakers of the planet, we all have an obligation to change human behaviors that contribute to environmental degradation to preserve the Earth's beauty and natural resources; and

WHEREAS, this obligation extends not only to today's caretakers but also to future generations of environmental caretakers who will inherit the planet from us; and

WHEREAS, Wake Forest has 561 acres of parks, open space, natural land and trails which enrich the lives of both residents, visitors, and wildlife and provides habitat for various flora and fauna, natural resources, and many diverse recreational opportunities; and

WHEREAS, the Town of Wake Forest proudly recognizes all who participate in Earth Day, for their dedication to taking a proactive role in shaping the future of our environment and protecting precious natural resources, various wildlife, and biological diversity; and

WHEREAS, the Town of Wake Forest will continue to advocate for Earth Day and will support and educate about environmental awareness, natural resource conservation, wildlife conservation, sustainable practices, and more related to the wellbeing of our planet.

NOW, THEREFORE, I, Vivian A. Jones, Mayor of the Town of Wake Forest do hereby proclaim April 22, 2025 as Earth Day in the Town of Wake Forest, and I encourage all citizens to become engaged in local and global efforts to help improve and protect our environment for all living beings.

This the 15th day of April 2025.

Attest:

Evelyn Wright, Town Clerk



Mayor Vivian A. Jones



BOARD OF COMMISSIONERS AGENDA ITEM REPORT

Agenda Item No.: 2025-399-
Submitted by: Emma Linn, Planning
Submitting Department: Planning
Meeting Date: April 15, 2025

Subject

Proclamation Recognizing May 2025 as "National Bike Month"

Recommendation:

item Summary:

ATTACHMENTS:

- [ProclamationRecognizingMayAsBikeMonthApr041525.docx](#)



TOWN *of* WAKE FOREST

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

www.wakeforestnc.gov

PROCLAMATION RECOGNIZING MAY AS NATIONAL BIKE MONTH

WHEREAS, the bicycle is a viable and environmentally sound form of transportation and an excellent form of recreation; and

WHEREAS, bicycling is an inexpensive form of travel that can be utilized by all ages; and

WHEREAS, creating bicycle-friendly communities improves health, well-being, and quality of life, to boost community spirit, to improve traffic safety, and to reduce pollution and congestion; and

WHEREAS, the education of bicyclists and motorists as to the proper and safe operation of bicycles is important to ensure the safety and comfort of all road users; and

WHEREAS, bicycling activities and attractions have great potential to have a positive impact on Wake Forest's economy and tourism by making the town an attractive place for businesses and residents who enjoy the out of doors and healthy lifestyles; and

WHEREAS, the Town of Wake Forest has over fourteen miles of greenway trails that span across the entire Town and provide a safe place for residents and visitors of all ages to enjoy and explore; and

WHEREAS, May has been declared National Bike Month by the League of American Bicyclists since 1956; and

WHEREAS, Bike to Work Day is always the third Friday in May and the Annual Wake Forest Bicycle Safety Rodeo will take place at Meet in the Street May 3rd; and

NOW, THEREFORE, I, Vivian A. Jones, Mayor of the Town of Wake Forest and the Board of Commissioners on behalf of the Wake Forest Planning Department, hereby proclaim May 2025 as NATIONAL BIKE MONTH in the Town of Wake Forest.

This the 15th day of April 2025.

Attest:

Town Clerk



Mayor



BOARD OF COMMISSIONERS AGENDA ITEM REPORT

Agenda Item No.: 2025-417-

Submitted by: Ella Dowtin, Administration

Submitting Department: Administration

Meeting Date: April 15, 2025

Subject

Proclamation Recognizing July 4 2025 as America 250! Day

Recommendation:

item Summary:

ATTACHMENTS:

- [Proclamation Recognizing America 250.pdf](#)



TOWN of WAKE FOREST

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PROCLAMATION RECOGNIZING America 250!

WHEREAS, on the 4th day of July 2026, our nation will commemorate the Semiquincentennial anniversary of the signing of the Declaration of Independence; and

WHEREAS, The journey toward this historic milestone is an opportunity to reflect on our nation's past, honor the contributions of all Americans, and look ahead to the future generations who will carry forward the ideals of democracy and individual liberty that make the United States a unique nation in the world community; and

WHEREAS North Carolina's provincial congress adopted the Halifax Resolves resolution on April 12, 1776, becoming the first formal call for independence from Great Britain among the American Colonies during the American Revolution; and

WHEREAS, The great state of North Carolina was founded by the Revolutionary War generation and their children when on November 21, 1789, it ratified the United States Constitution and became the 12th state on the Union; and

WHEREAS, The National Society Daughters of the American Revolution (DAR) is a non-political women's service organization, established in 1890, whose members are lineally descended from Patriots of the American Revolution; and

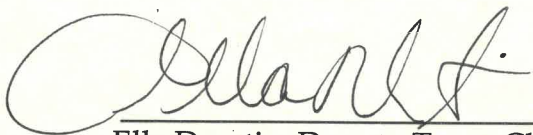
WHEREAS, From the 250th anniversary of the Boston Tea Party in 2023 until the 250th anniversary of the signing of the Treaty of Paris in 2033, Daughters are celebrating our nation's rich history and diversity of experience by honoring all men and women who achieved American independence. These Patriots, believing in the noble cause of liberty, fought valiantly to establish a new nation; and

WHEREAS, The General James Moore Chapter, Daughters of the American Revolution is proud to present two bronze statues of children pledging to the flag and honoring the sacrifices of all Patriots who served the cause of freedom to the Wake Forest Veterans Memorial site.

THEREFORE, I, Vivian A. Jones, Mayor of the Town of Wake Forest, North Carolina, on behalf of the Board of Commissioners, do hereby proclaim July 4, 2026, America 250! Day in the Town of Wake Forest and encourage all residents to thank our Daughters of the American Revolution who are dedicated to our country.

This the 15th day of April 2025.

Attest:

A handwritten signature in black ink, appearing to read 'Ella Dowtin', written over a horizontal line.

Ella Dowtin, Deputy Town Clerk

A handwritten signature in black ink, appearing to read 'Vivian A. Jones', written over a horizontal line.
Vivian A. Jones, Mayor



BOARD OF COMMISSIONERS AGENDA ITEM REPORT

Agenda Item No.: 2025-408-

Submitted by: Brandon High, Public Safety

Submitting Department: Public Safety

Meeting Date: April 15, 2025

Subject

Resolution Recognizing Sergeant Charles Burchett on his Retirement

Recommendation:

item Summary:

ATTACHMENTS:

- [Burchett Summary appreciation of services.docx](#)
- [Burchett Resolution of Appreciation for Services.docx](#)

Agenda: Resolution recognizing Sergeant Charles Robert Burchett on his retirement.

Summary: Sergeant Charles Robert Burchett is retiring, effective May 1, 2025. Sergeant Burchett started working for the town on June 3, 2003. He is retiring as a Sergeant assigned to the Support Services Division.

RESOLUTION 2025-XX

RESOLUTION OF APPRECIATION FOR
THE SERVICES OF

Charles Robert Burchett

WHEREAS, Charles Robert Burchett was hired as a Police Officer I in June of 2003 and has served as a sworn member of the Wake Forest Police Department for nearly 22 years with a retirement date of May 1, 2025; and

WHEREAS, Burchett was promoted to Police Corporal in March of 2014; and

WHEREAS, Burchett was promoted to Police Sergeant in January of 2019; and

WHEREAS, Burchett began his career in public service at the Winston-Salem Police Department. He then worked for the Asheville Police Department before moving to Wake Forest where he has been since. Burchett was awarded CIT Officer of the Year in 2013 and served on the Crisis Negotiation Team for seven years where he was Assistant Team Leader and Team Leader. Burchett trained multiple officers over the years as an Advanced Field Training Officer and has served in variety of divisions to include patrol, criminal investigations, and support services. Burchett is an Advanced Glock Handgun Armorer for the department. He is also a graduate of the Piedmont Leadership Academy and FBI LEEDA Trilogy.; and

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Town of Wake Forest, North Carolina, that Sergeant Charles Robert Burchett is hereby officially commended by this Board on behalf of the citizens of Wake Forest for valuable and outstanding service rendered to the Town of Wake Forest Police Department in his official capacity.

BE IT FURTHER RESOLVED that this resolution be made a part of the permanent records of the Town of Wake Forest and that a copy of this resolution is presented to Charles Robert Burchett.

This the 15th day of April 2025.

ATTEST:

Vivian A. Jones
Mayor

Evelyn Wright
Town Clerk



BOARD OF COMMISSIONERS AGENDA ITEM REPORT

Agenda Item No.: 2025-418-

Submitted by: Ella Dowtin, Administration

Submitting Department: Administration

Meeting Date: April 15, 2025

Subject

Proclamation Recognizing May 1 2025 as "Global Love Day"

Recommendation:

item Summary:

ATTACHMENTS:

- [Proclamation Global Love Day 2025.pdf](#)



**TOWN of
WAKE FOREST**

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

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PROCLAMATION

***RECOGNIZING MAY 1, 2025, AS "GLOBAL LOVE DAY"
IN THE TOWN OF WAKE FOREST, NC***

WHEREAS, The Love Foundation, Inc., a non-profit organization, has announced **GLOBAL LOVE DAY** to facilitate in establishing **LOVE & PEACE** on our planet;

WHEREAS, **GLOBAL LOVE DAY** will establish a worldwide focus towards "unconditionally loving each other as we love ourselves."

WHEREAS, We are One Humanity on this planet;

WHEREAS, All life is interconnected and interdependent;

WHEREAS, All share in the Universal bond of love;

WHEREAS, Love begins with self-acceptance and forgiveness;

WHEREAS, With respect and compassion, we embrace diversity

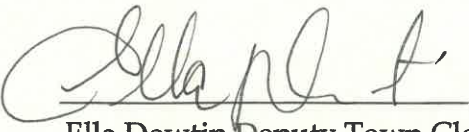
WHEREAS, Together, we make a difference through love;

WHEREAS, The Love Foundation, Inc. invites mankind to declare May 1, 2025, as "**GLOBAL LOVE DAY**", a day of forgiveness and unconditional love. **GLOBAL LOVE DAY** will act as a model for all of us to follow each and every day;

NOW, THEREFORE, I, Vivian A. Jones, Mayor of the Town of Wake Forest and the Board of Commissioners, hereby dedicate and proclaim May 1, 2025, as "**GLOBAL LOVE DAY**" in Wake Forest and invite all citizens to observe this day, which honors the public cause for **Global Love, World Peace, and Universal Joy**.

IN WITNESS WHEREOF, I have hereunto set my hand and cause the Great Seal of Wake Forest, NC to be affixed this 1st day of May 2025.

Attest:


Ella Dowtin Deputy Town Clerk




Vivian A. Jones, Mayor



BOARD OF COMMISSIONERS AGENDA ITEM REPORT

Agenda Item No.: 2025-427-

Submitted by: Angela McCray, Human Resources

Submitting Department: Human Resources

Meeting Date: April 15, 2025

Subject

Resolution recognizing Clarence Medlin, III on his retirement

Recommendation:

item Summary:

ATTACHMENTS:



BOARD OF COMMISSIONERS AGENDA ITEM REPORT

Agenda Item No.: 2025-432-

Submitted by: Aileen J. Staples, Administration

Submitting Department: Administration

Meeting Date: April 15, 2025

Subject

Introduction of Wake Forest Chamber of Commerce President Jim Thompson

Recommendation:

item Summary:

ATTACHMENTS:

- [Presentation by WF Chamber_summary.pdf](#)

Presentation by Wake Forest Chamber of Commerce

President Jim Thompson will be on hand to provide a brief presentation and update of Wake Forest Chamber of Commerce.



BOARD OF COMMISSIONERS AGENDA ITEM REPORT

Agenda Item No.: 2025-437-
Submitted by: Evelyn Wright
Submitting Department:
Meeting Date: April 15, 2025

Subject

Proclamation Recognizing National Day of Prayer

Recommendation:

item Summary:

ATTACHMENTS:

- [Proclamation2025NationalDayOfPrayerMay20251.pdf](#)



TOWN of
WAKE FOREST

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**PROCLAMATION
NATIONAL DAY OF PRAYER**

MAY 1, 2025

WHEREAS, civic prayers and national days of prayer have a long and venerable history in our constitutional republic, dating back to the First Continental Congress in 1775; and

WHEREAS, the Declaration of Independence, our first statement as Americans of national purpose and identity, made the Laws of Nature and Nature's God the foundation of our United States of America and asserted that people have inalienable rights that are God-given; and

WHEREAS, the Supreme Court has affirmed the right of state legislatures to open their sessions with prayer and the Supreme Court and the U. S. Congress themselves begin each day with prayer; and

WHEREAS, in 1988, legislation setting aside the first Thursday of May in each year as a National Day of Prayer was passed unanimously by both Houses of Congress and signed by President Ronald Reagan; and

WHEREAS, the National Day of Prayer is an opportunity for Americans of all faiths to join in united prayer to acknowledge our dependence on God, to give thanks for blessings received, to request healing for wounds endured, and to ask God to guide our leaders and bring wholeness to the United States and her citizens; and

WHEREAS, it is fitting and proper to give thanks to God by observing a day of prayer in the Town of Wake Forest when all may acknowledge our blessings and express gratitude for them while recognizing the need for strengthening religious and moral values in our State and nation; and

NOW, THEREFORE, I, Vivian A. Jones, Mayor of Wake Forest, and the Board of Commissioners do hereby proclaim Thursday, May 1, 2025, as "**A DAY OF PRAYER IN WAKE FOREST**" and urge all citizens of Wake Forest to observe the day in ways appropriate to its importance and significance.

This the 15th day of April 2025.

Attest:

Town Clerk



Mayor



BOARD OF COMMISSIONERS AGENDA ITEM REPORT

Agenda Item No.: 2025-438-
Submitted by: Evelyn Wright
Submitting Department:
Meeting Date: April 15, 2025

Subject

Proclamation Recognizing the 56th Annual Professional Municipal Clerks Week

Recommendation:

item Summary:

ATTACHMENTS:

- [2025 National Clerks Week.pdf](#)



TOWN of WAKE FOREST

301 S. Brooks Street
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t 919.435.9400

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PROCLAMATION

RECOGNIZING THE WEEK OF MAY 5 – MAY 11, 2024 AS THE 55th ANNUAL PROFESSIONAL MUNICIPAL CLERKS WEEK

Whereas, The Office of the Professional Municipal Clerk, a time honored and vital part of local government exists throughout the world, and

Whereas, The Office of the Professional Municipal Clerk is the oldest among public servants, and

Whereas, The Office of the Professional Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels, and

Whereas, Professional Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all.

Whereas, The Professional Municipal Clerk serves as the information center on functions of local government and community.

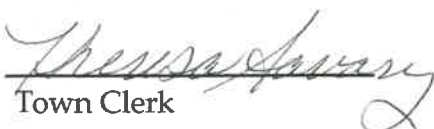
Whereas, Professional Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Professional Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations.

Whereas, It is most appropriate that we recognize the accomplishments of the Office of the Professional Municipal Clerk.

Now, Therefore, I, Vivian Jones, Mayor of the Town of Wake Forest and the Board of Commissioners, do recognize the week of May 5 through May 11, 2024, as Professional Municipal Clerks Week, and further extend appreciation to our Professional Municipal Clerk, Town Clerk Theresa Savary and Deputy Town Clerk Ella Downtin and to all Professional Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

This the 16th day of April 2024.

Attest:


Town Clerk




Mayor



BOARD OF COMMISSIONERS AGENDA ITEM REPORT

Agenda Item No.: 2025-384-
Submitted by: Patrick Reidy, Planning
Submitting Department: Planning
Meeting Date: April 15, 2025

Subject

Public Hearing on a petition requesting contiguous and non-contiguous annexation submitted by property owners Town of Wake Forest for property associated with the rezoning request RZ-24-06, located at 1621 and 1701 Wait Avenue being Wake County PINs 1850578617 and 1850670578 being approximately 4.48 acres.

Recommendation:

item Summary:

ATTACHMENTS:

- [041525 BOC Agenda Summary AN-24-04.pdf](#)
- [DRAFT ORDINANCE AN-24-04 \(CONTIGUOUS\).docx](#)
- [DRAFT ORDINANCE AN-24-04 \(NON-CONTIGUOUS\).docx](#)
- [Attachment A - Legal Description AN-24-04.pdf](#)
- [Attachment B - Annexation Exhibit AN-24-03.pdf](#)
- [Attachment C - Contiguous and Non-contiguous Annexation Petitions AN-24-04.pdf](#)

Agenda Item: Public Hearing on a contiguous and non-contiguous annexation submitted by property owners, Town of Wake Forest, for property associated with the rezoning request RZ-24-06, located at 1621 and 1701 Wait Avenue being Wake County PINs 1850578617 and 1850670578 being approximately 4.48 acres.

Summary: The property proposed for annexation is contiguous and non-contiguous to the corporate limits of the Town of Wake Forest. The proposed annexation is associated with the 1621 & 1701 Wait Ave rezoning, RZ-24-06.

On March 18, 2025 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-24-04
Attachment B - Annexation Exhibit AN-24-04
Attachment C - Contiguous and Non-contiguous Annexation Petition AN-24-04
Draft Ordinance

ORDINANCE 2025-XXX

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

(Contiguous annexation submitted by property owner Town of Wake Forest for property associated with the rezoning request RZ-24-06, located at 1621 Wait Avenue being Wake County PIN 1850578617 being approximately 3.00 acres.)

WHEREAS, the Board of Commissioners has adopted a resolution under N.C.G.S. 160A-31, 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 April 15, 2025, after due notice by publication on April 1, 2025; and

WHEREAS, the Board of Commissioners does hereby find as a fact that said petition meets the requirements of N.C.G.S. 160A-31, 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-31, as amended, the following described territory is hereby annexed and made part of the Town of Wake Forest as of the 15th day of April, 2025

(See Attachment A – Legal Description and Attachment B - Annexation Exhibit)

Section 2. Upon and after the 15th day of April, 2025, 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 15th day of April 2025.

Vivian A. Jones
Mayor

ATTEST:

APPROVED AS TO FORM:

Evelyn Wright
Town Clerk

Eric A. Vernon
Town Attorney

ORDINANCE 2025-XXX

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

(Non-contiguous annexation submitted by property owner Town of Wake Forest for property associated with the rezoning request RZ-24-06, located at 1701 Wait Avenue being Wake County PIN 1850670578 being approximately 1.48 acres.)

WHEREAS, the Board of Commissioners has adopted a resolution under N.C.G.S. 160A-58.1, 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 April 15, 2025, after due notice by publication on April 1, 2025; and

WHEREAS, the Board of Commissioners does hereby find as a fact that said petition meets the requirements of N.C.G.S. 160A-58.1, 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-58.1, as amended, the following described territory is hereby annexed and made part of the Town of Wake Forest as of the 15th day of April, 2025

(See Attachment A – Legal Description and Attachment B - Annexation Exhibit)

Section 2. Upon and after the 15th day of April, 2025, 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 15th day of April 2025.

Vivian A. Jones
Mayor

ATTEST:

APPROVED AS TO FORM:

Evelyn Wright
Town Clerk

Eric A. Vernon
Town Attorney

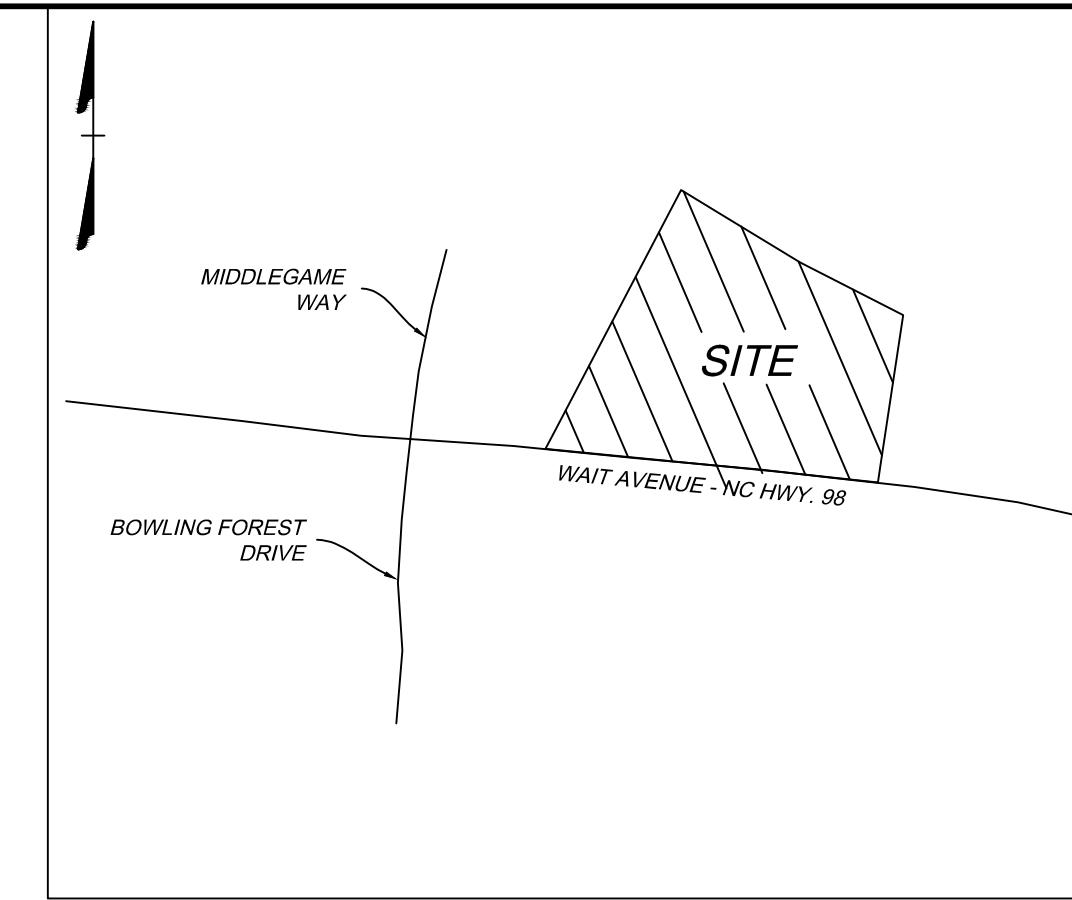
ANNEXATION DESCRIPTION

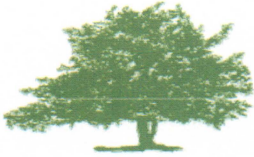
SURVEY DESCRIPTION FOR PIN 1850578617 CONTIGIOUS ANNEXATION

Beginning at an existing iron pipe, a common corner between two Town of Wake Forest properties described in Deed Book 2946, Page 516 (PIN 1850578617) and Deed Book 2993, Page 11 (PIN 1850670578, being in the northern right of way line of Wait Avenue – NC Highway 98 and having a North Carolina State Plane Coordinate (NAD 1983/2011) value of North 807458.99 feet, East 2155951.91 feet. Thence S10° 10' 09"W, 30.32' to a point in the centerline of Wait Avenue; thence with the centerline of Wait Avenue N84° 26' 03"W, 379.87' to a point; thence leaving the centerline of Wait Avenue N27° 38' 59"E, 32.09' to an existing iron pipe in the northern right of way of Wait Avenue; thence continuing N27° 38' 59"E, 475.37' over an existing pond to a point in the aforesaid pond; thence S58° 36' 42"E, 70.00' to a 5/8" capped iron rod set; thence continuing S58° 36' 42"E, 172.66' to a 5/8" capped iron rod set, a common corner of the aforementioned properties; thence with the aforementioned properties common property line S10° 10' 09"W, 335.39' to the Beginning, containing 3.00 acres more, or less and being the western proportion of the property described in Deed Book 19556, Page 1881.

SURVEY DESCRIPTION FOR PIN 1850670578 NON- CONTIGIOUS ANNEXATION

Beginning at an existing iron pipe, a common corner between two Town of Wake Forest properties described in Deed Book 2946, Page 516 (PIN 1850578617) and Deed Book 2993, Page 11 (PIN 1850670578, being in the northern right of way line of Wait Avenue – NC Highway 98 and having a North Carolina State Plane Coordinate (NAD 1983/2011) value of North 807458.99 feet, East 2155951.91 feet. Thence leaving the aforesaid right of way and with the common property line N10° 10' 09"E, 335.39' to a 5/8" capped iron rod set, a common corner of the aforementioned properties; thence S63° 05' 02"E, 200.14' to an existing iron pipe; thence with the common property line of Robert Bradley Baker-Nicholas S8° 38' 11"W, 263.94' to an existing iron pipe in the northern right of way of Wait Avenue; thence continuing S8° 38' 11"W, 30.00' to a point in the centerline of Wait Avenue; thence with the centerline of Wait Avenue N83° 48' 41"W, 170.20' to a point; thence N84° 26' 03"W, 29.82' to a point; thence leaving the centerline of Wait Avenue N10° 10' 09"E, 30.32' to the Beginning, containing 1.48 acres more, or less and being the eastern portion of the property described in Deed Book 19556, Page 1881.





TOWN of WAKE FOREST

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

CONTIGUOUS ANNEXATION PETITION APPLICATION

(Last updated: July 2013)

Submittal Date: 01/29/25

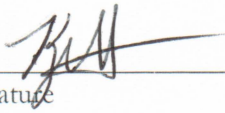
To the Board of Commissioners of the Town of Wake Forest:

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.

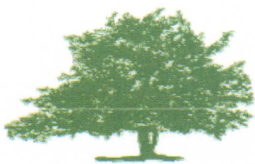
The area to be annexed is contiguous to the Town of Wake Forest corporate limits and the boundaries of such territory are as follows (*attach or insert below a metes & bounds description with a matching survey map*):

See attached metes and bounds 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.

<u>Kip Padgett</u>	<u>301 Brooks St, Wake Forest, NC 27587</u>	<u></u>	<u>1/29/25</u>
Name	Address	Signature	Date
<u> </u>	<u> </u>	<u> </u>	<u> </u>
Name	Address	Signature	Date
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Name	Address	Signature	Date
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For additional information or assistance, please call the Planning Department at (919) 435-9510.



TOWN of WAKE FOREST

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

NON-CONTIGUOUS ANNEXATION PETITION APPLICATION

(Last updated: July 2013)

Submittal Date: 01/29/25

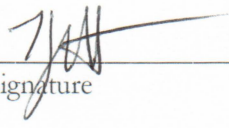
To the Board of Commissioners of the Town of Wake Forest:

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

See attached metes and bounds 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.

<u>Kip Padgett</u>	<u>301 Brooks St, Wake Forest, NC 27587</u>	<u></u>	<u>1/29/25</u>
Name	Address	Signature	Date
<u> </u>	<u> </u>	<u> </u>	<u> </u>
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For additional information or assistance, please call the Planning Department at (919) 435-9510.



BOARD OF COMMISSIONERS AGENDA ITEM REPORT

Agenda Item No.: 2025-391-
Submitted by: Patrick Reidy, Planning
Submitting Department: Planning
Meeting Date: April 15, 2025

Subject

Public Hearing of LEGISLATIVE CASE RZ-24-06, 1621 & 1701 Wait Avenue, a rezoning filed by filed by Town of Wake Forest to rezone 4.48 acres located at 1621 & 1701 Wait Avenue, being Wake County Tax PINs 1850578617 and 1850670578 from Wake County's Highway District (HD) to Wake Forest's Rural Holding District (RD).

Recommendation:

item Summary:

ATTACHMENTS:

- [BOC Agenda Summary RZ-24-06.pdf](#)
- [RZ-24-06 Staff Report.pdf](#)
- [Attachment A - Neighborhood Meeting Minutes.pdf](#)
- [Attachment B - Application.pdf](#)
- [Attachment C - Maps.pdf](#)
- [Attachment D - Planning Board Recommendation.pdf](#)
- [Exhibit 1 - Legal Description.pdf](#)
- [Exhibit 2 - Consistency Statement.pdf](#)
- [Ordinance RZ-24-06.docx](#)

Agenda Item: Presentation of LEGISLATIVE CASE RZ-24-06, 1621 & 1701 Wait Avenue, a rezoning filed by filed by Town of Wake Forest to rezone 4.48 acres located at 1621 & 1701 Wait Avenue, being Wake County Tax PINs 1850578617 and 1850670578 from Wake County's Highway District (HD) to Wake Forest's Rural Holding District (RD).

Summary: A public comment session was held at the March 11, 2025, Planning Board meeting.

At its March 11, 2025 meeting, the Planning Board recommended approval of the zoning map amendment request by a vote of 6-0. See Attachment D for the Planning Board Recommendation.

Planning staff presented the rezoning request to the Board of Commissioners at its April 1, 2025, work session.

Attachments: See Staff Report.



Staff Report

Case RZ-24-06: 1621 & 1701 Wait Avenue

Rezoning

Meeting Date	April 15, 2025
Requested Actions	Consideration of the following items related to the Zoning Map Amendment request for 1621 & 1701 Wait Avenue: 1. Act on Plan Consistency Statement 2. Rezone 4.48 acres on the Town of Wake Forest Zoning Map from Wake County's Highway District (HD) to Wake Forest's Rural Holding District (RD).
Case Manager	Patrick Reidy, Senior Planner - Development Services
Planning Board Recommendation	A public comment session was held at the March 11, 2025, Planning Board meeting. At their March 11, 2025 meeting, the Planning Board recommended approval of the zoning map amendment request by a vote of 6-0. See Attachment D for the Planning Board Recommendation.

PUBLIC MEETINGS

Neighborhood Meeting	Public Comment Session	Public Hearing
November 13, 2024 <i>(See Attachment A)</i>	March 11, 2025	April 15, 2025

CASE INFORMATION

Applicant	Town of Wake Forest C/O Ron Early 301 Brooks Street Wake Forest, NC 27587
Property Owners	Town of Wake Forest C/O Kip Padgett 301 Brooks Street Wake Forest, NC 27587
Location	Near the intersection of Wait Avenue and Middlegame Way
Addresses	1621 & 1701 Wait Avenue

Wake County Tax PINs	1850578617 and 1850670578
Acreage	4.48
Zoning	Existing: Wake County's Highway District (HD) Proposed: Rural Holding District (RD)
Land Use	Existing: Dwelling - Single-Family Proposed: N/A
Corporate Limits	This application is currently in the Town's long range urban service area and is not in the Town's corporate limits or extraterritorial planning jurisdiction (ETJ). An annexation petition is filed for consideration and is running concurrently with the rezoning case.
Community Plan Designation	Mixed Residential

See Attachment B for a copy of the application and Attachment C for Aerial, Zoning, and Land Use Maps. See Community Plan [page 38](#) for a description of Mixed Residential.

SURROUNDING LAND USES AND ZONING

	Land Use	Zoning
North	Dwelling – Single-Family (non-subdivision parcel)	Wake County: Highway District (HD)
South	Dwelling – Single-Family (Bowling Green and non-subdivision parcels); Vacant; Right-of-Way (Wait Avenue)	Wake County: Highway District (HD) Wake Forest: Conditional Use General Residential 3 (CU GR3)
East	Dwelling – Single-Family (non-subdivision parcel)	Wake County: Highway District (HD)
West	Dwelling – Single-Family (non-subdivision parcel)	Wake County: Highway District (HD)

The proposed zoning is generally **compatible** with surrounding zoning.

See Attachment C for associated maps.

COMPREHENSIVE PLAN CONSISTENCY

Community Plan (2022)	The Land Use Plan designates the properties as Mixed Residential, which consists of planned developments that contains a wide mix of housing type options as well as supporting non-residential uses. The proposed Rural Holding District allows for a variety of uses that can provided housing or supporting non-residential uses. The proposed zoning map amendment request is generally consistent with the adopted 2022 Community Plan.
Comprehensive Transportation Plan (2021)	The Comprehensive Transportation Plan is not applicable to the proposed zoning map amendment request.
Historic Preservation Plan (2022)	The Historic Preservation Plan is not applicable to the zoning map amendment request.
Northeast Neighborhood Plan (2021)	The Northeast Neighborhood Plan is not applicable to the zoning map amendment request.
Park, Recreation, and Cultural Resources Master Plan (2015)	The Parks, Recreation, and Cultural Recourses Master Plan is not applicable to the zoning map amendment request.
Renaissance Plan (2017)	The Renaissance Plan is not applicable to the zoning map amendment request.

There is no detailed Plan Consistency Analysis since the Land Use Map is the only applicable section of the Community Plan.

STAFF RECOMMENDATION

The zoning map amendment request is generally **Consistent** with the relevant policies in the Comprehensive Plan, and **Approval** of the zoning map amendment request is reasonable and in the public interest.

ATTACHMENTS

- Attachment A: Neighborhood Meeting Information
- Attachment B: Application
- Attachment C: Maps
- Attachment D: Planning Board Recommendation

EXHIBITS

- Exhibit 1: Legal Description
- Exhibit 2: Consistency Statement

November 14, 2023

Wake Forest FS6- Neighborhood Meeting Notes for Rezoning

Attendees

- Will Altman- Timmons Group
- Chief Ron Early- Town of Wake Forest Fire Department
- Mickey Rochelle- Town of Wake Forest
- Robert and Brad Baker-Nicholas (1705 Wait Ave, Wake Forest, NC 27587)
- Dale and Mary Wiggins (6740 Old Murray Dr, Wake Forest, NC 27587)
- Dean and Becky Parsons (6736 Old Murray Dr, Wake Forest, NC 27587)
- Joe and Jane Kushy (6737 Old Murray Dr, Wake Forest, NC 27587)

The neighborhood meeting took place on November 13th, 2024 at the Town of Wake Forest building from 5:30 PM – 7:30 PM. This meeting was for the purpose of the Rezoning of the properties listed below:

- PIN # 1850578617
- PIN # 1850670578

A brief overview of the location of the property was given including the proposed Town of Wake Forest zoning of RD and how the proposed use falls within the RD parameters. The discussion was then open for questions that were answered by myself (Will Altman) and Chief Early. See below for the questions/concerns the neighbors voiced during the meeting:

1. Will other surrounding parcels be annexed into the Town limits because of this project?
No other parcels other than this development will be annexed into the Town limits.
2. Will there be another traffic light installed with the future project?
During the design process we will work with the Town and NCDOT on whether a light will be warranted as part of this project.
3. How often do sirens/lights occur for calls? There are concerns with neighboring properties that have horses.
It is based on the calls that come in, but Wait Ave is currently already a main pathway for the fire department. There shouldn't be much of a difference from now and when the fire station is constructed.
4. What will the design layout and driveway location look like as there is currently a crest in Wait Avenue that may cause safety concerns.
The layout is currently being determined. We have to go through the SUP process which

will give you another opportunity to come see the layout and voice any concerns that you may have.

5. Will there be a requirement for road widening and will utilities be extended along Wait Ave?

It is a typical Town requirement to have road widening. We will work through those requirements and you will be able to see them through the neighborhood meeting that is associated with the SUP.

6. Will there be an EMS station as part of this?

No, EMS will not be based out of this station.

7. Will there be a Training aspect to this site, if so what does that look like?

Yes there will be. It will be similar to the Bunn Fire station that has a training facility as part of its site. We are happy for you to come by and we can show you but there is minimal impact to the neighboring properties. Trainings will take place for a couple hours only once a month. The weather plays a role in our trainings and there has to be the right weather for the smoke to go up not out during trainings.

8. Will there be an access easement required for the property to the north as it will be close to landlocked?

At this time, there is no easement for the property to the north.

9. Is there a need for a fire station here? Isn't Rolesville building one close by?

Rolesville has bought properties for potential future fire stations, but there are currently none in design or construction. Placement of fire stations are based on drive times and how long we can get to a structure fire. So there may be a Fire Station for Rolesville down the road in the future but there is still a need for this one.

10. Does the fire department only respond to people within City Limits?

There is a partnership with Wake County that the Town of Wake Forest Fire Department responds to. This ensures that all parts of Wake County are covered.

11. How long is rezoning and does the Town still have to approve it?

The typical rezoning process takes approximately 3 months and yes the Town still has to approve it.

12. How does the development effect property value and will it effect insurance?

There is not any data that supports property value one way or the other. Most people don't want a fire station next door, until they need it. We always encourage the neighbors to stop by. I always encourage neighbors to reach out to their individual insurance companies. It is up to them if there will be any savings due to a fire station being close by.

13. Is the existing property going to be demolished?

Yes the existing structures will be demolished for the layout of the new fire station. The pond will not be disturbed at this point. There is a 60' buffer that we have to avoid.

14. Will stormwater run into the existing pond? We have flooding issues that have not really been taken care of.

Stormwater will not go into the existing pond. We have a 60' buffer that we cannot disturb. We will route our stormwater to an underground detention system. There are requirements that we ensure stormwater flow is less than or equal to the current condition. So it should not cause any additional impacts downstream.

15. What will happen in the training areas? What burning materials will be used and will the smoke effect the neighboring properties? How frequent will the training exercises take place?

There will be a burn building and a tower. Wood and hay will be burned in these training exercises. We currently have a rating of ISO 1 which is the best you can get. In order to keep these ratings, we have to meet training requirements. The closest training location currently is Bunn. With Wake Forest growth we have determined it is beneficial for us to provide a similar training system for our Department. Training exercises will be once a month (3 days in a row due to 3 cohorts). We have will conduct the trainings during specific weather conditions (barometric pressures) that will push the smoke up and not out towards neighboring properties. There will also be training exercises that simulate forceable entries.

Most of the questions above dealt with the development of the property not the rezoning. It was relayed that this particular meeting was for the rezoning of the property and the neighbors will have multiple opportunities to voice concerns about the layout and development specifically as the project goes through the permitting process with the Town. Chief Early answered the majority of the questions dealing with how the fire station operations will minimally effect the neighboring properties.

DATE: 11/13/2024

[illegible]

62

October 29, 2024

RE: Rezoning
Wake County Parcel Identification Numbers – [1850578617, 1850670578]

Dear Property Owner,

We are writing to advise you that Timmons Group, Inc is preparing to submit to the Town of Wake Forest a rezoning application for 2 parcels totaling approximately 4.48 acres at 1621 Wait Avenue, Wake Forest, NC.

- PIN # 1850578617
- PIN # 1850670578

This application is to show the rezoning of this property for its future use as a fire station.

You are receiving this notice as a property owner within close proximity 500' of this site so that we may invite you to an informational meeting, where we will present the details of the request. We will have an open discussion with you and your neighbors to address any questions or concerns you may have.

The neighborhood meeting will be held at Wake Forest Town Hall Board Chambers room at 5:30 p.m. on November 13th, 2024.

Respectfully,

William Altman
Timmons Group
william.altman@timmons.com



Map Amendment (Rezoning) Application

(Map Amendment (Rezoning) Workflow)

Town of Wake Forest, NC

301 S. Brooks St.

Wake Forest, NC 27587-2932

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

Project Overview

#1504925

Project Title: 1621 and 1701 Wait Ave Rezoning

Jurisdiction: Town of Wake Forest (Wake County)

Application Type: Map Amendment (Rezoning)

State: NC

Workflow: Map Amendment (Rezoning)

County: Wake

Checklist - Map Amendment (Rezoning)

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

[VIEW MAP AMENDMENT \(REZONING\)
SUBMITTAL CHECKLIST](#)

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

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

Pre-Application Meeting

Has a pre-application conference been held?: Yes

*Note: This type of project requires a pre-application conference be completed prior to official submittal. If this has not been completed, please return to the home screen and select **Pre-Application Conference** from the application type drop down list in order to schedule your required meeting.*

Pre-Application Conference Date: 10/01/2024

Staff Member Met With: Patrick Reidy

Pre-application Conference Project Number: 1483449

Address & Basic Site Information

Please Note:

In some cases, a parcel address may not verify. In the event that our system is unable to verify the address you enter, please submit the project as an *Unverified Parcel* and provide zoning and land use information as requested below. For verified addresses, the zoning and land use information will be added to the application automatically (you do not need to provide it below).

Project Address or PIN:

- 1621 Wait Ave (1850578617)
- 1701 Wait Ave (1850670578)

Tax PIN:

- 1850578617
- 1850670578

Acreage: 4.48

**Name of Existing Development/Subdivision (if applicable--
for reference only):**

For unverified addresses/parcels only, please provide below 1) the current use of the parcel, 2) the zoning district(s) it is in, and 3) any overlay districts that apply. Reference the [zoning map](#) and the [overlay districts map](#) on the town's website.

Current Use & Zoning (required only if address/parcel is unverified):

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

GIS Site Information (Automatically Generated - Not Available for Unverified Addresses)

Parcel Area: GIS Acreage

- 1621 Wait Ave: 3
- 1701 Wait Ave: 1.48

Current Use:

Wake Forest (WF):

Base District:

In SH2-O Overlay:

In TND Overlay:

In HL-O Overlay:

In National Register of Historic Places:

Planning and Zoning:

In SH1-O Overlay:

In Water Supply Watershed Protection Overlay:

In SF Overlay:

In MVCP-O Overlay:

In Flood Hazard Area:

Additional Zoning Information

Currently a Conditional District?: No

Currently a Conditional Use?: No

Is there an existing Special Use Permit for the Property?: No **Case Number of related site plan (if applicable):**

Case Numbers of other related approvals (if applicable):

Project Contacts

Please enter all project contacts related to your application.

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

Project Contact - Applicant

Ron Early
Town of Wake Forest- Fire Chief
301 BROOKS ST
Wake Forest, NC 27587
P:919-569-2201
REarly@wakeforestnc.gov

Project Contact - Property Owner

Kip Padgett
301 Brooks St
Wake Forest, NC 27587
P:919-435-9411
kpadgett@wakeforestnc.gov

Map Amendment: Rezoning

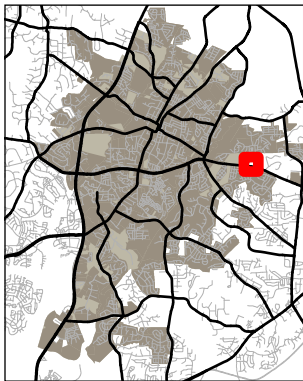
Proposed Zoning: RD, Rural Holding District

Description of Request:

Fire Station #6 is proposed to be built on parcels 1850578617 & 1850670578 with associated parking, utilities, and stormwater conveyance measures.

Justification of Consistency with Comprehensive Plan:

This development is located within the sub-urban zone of the wake forest growth strategies map which is a primarily residential area but may have other development types such as schools and other civic uses. The proposed zoning for these parcels is RD which is currently present to the west of the proposed site.



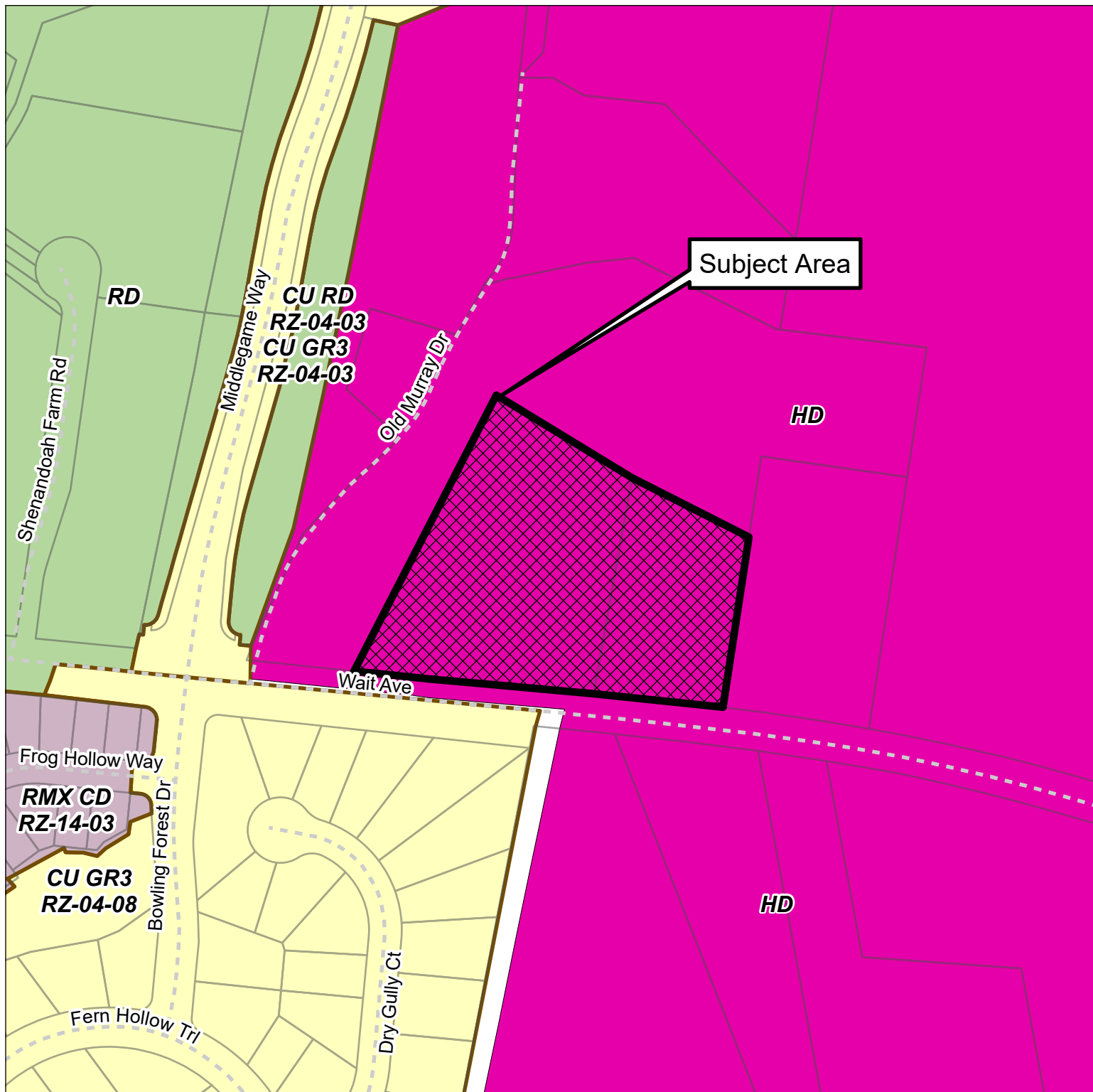
Zoning

RZ-24-06

1621 & 1701 Wait Ave

Wake County PIN: 1850578617 & 1850670578

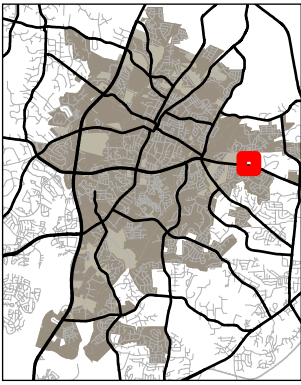
1/31/2025



Please note that this map is intended for illustrative purposes only.
For specific inquiries regarding zoning boundaries, contact the
Town Wake Forest Planning Department at 919-435-9510.

0 500 Feet





Aerial

RZ-24-06

1621 & 1701 Wait Ave

Wake County PIN: 1850578617 & 1850670578

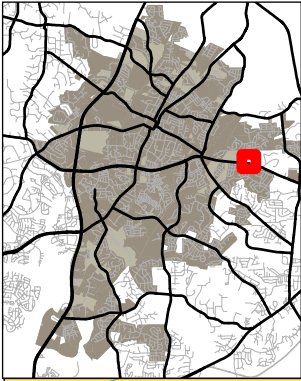
1/31/2025



Please note that this map is intended for illustrative purposes only.
For specific inquiries regarding zoning boundaries, contact the
Town Wake Forest Planning Department at 919-435-9510.

0 500
Feet





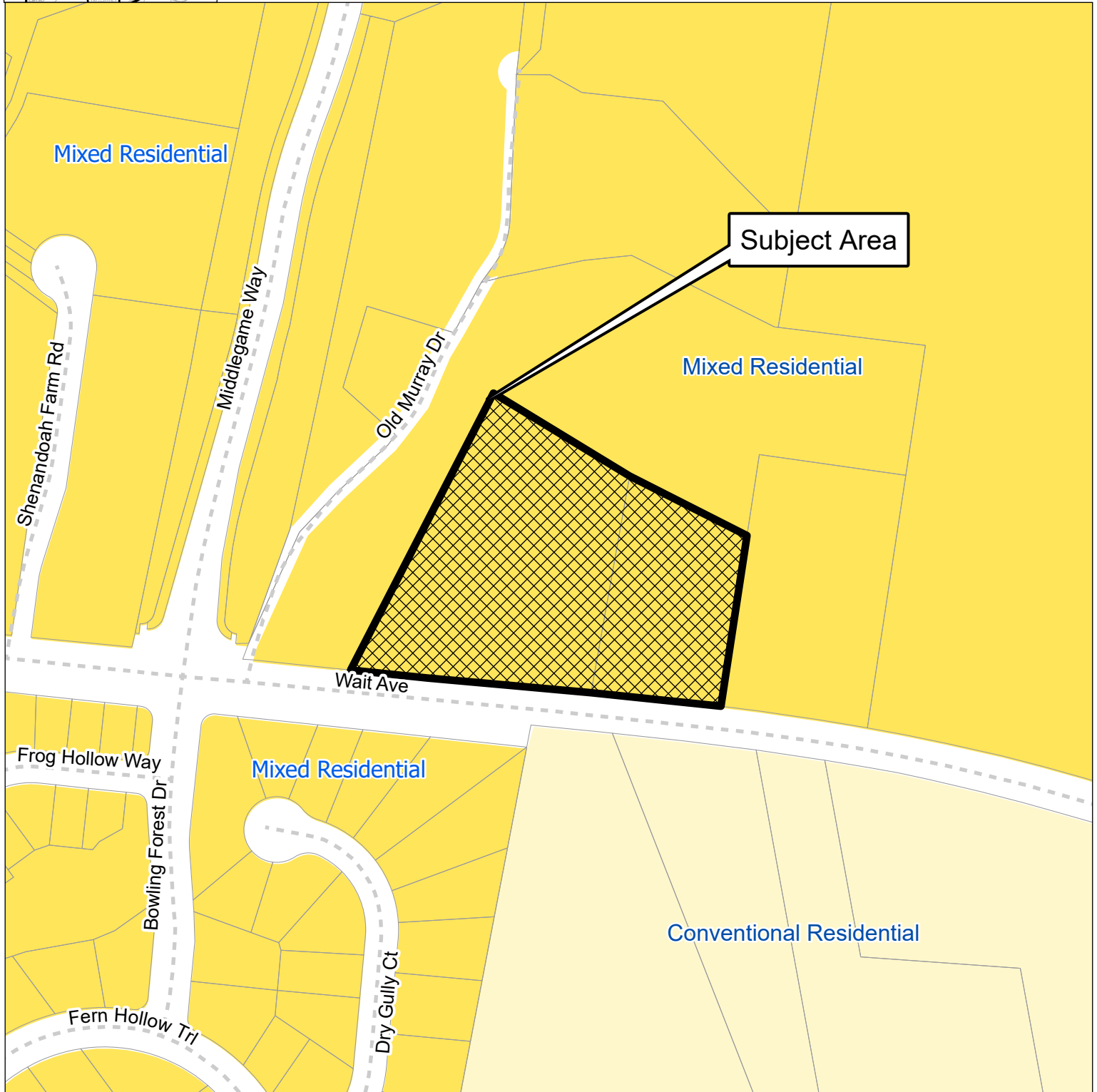
Land Use Plan

RZ-24-06

1621 & 1701 Wait Ave

Wake County PIN: 1850578617 & 1850670578

1/31/2025



Please note that this map is intended for illustrative purposes only.
For specific inquiries regarding zoning boundaries, contact the
Town Wake Forest Planning Department at 919-435-9510.

0 500 Feet





TOWN of WAKE FOREST

Report Requirements:

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

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

GENERAL INFORMATION

Applicant: Town of Wake Forest

Owner: Town of Wake Forest

Requested Action: Rezone 4.48 acres on the Town of Wake Forest Zoning Map from Wake County's Highway District (HD) to Wake Forest's Rural Holding District (RD)

Existing Zoning: Wake County's Highway District (HD)

Location: 1621 & 1701 Wait Avenue

Size: 4.48 acres

Tax PINs: 1850578617 and 1850670578

Existing Land Use: Dwelling - Single-Family

Applicable Officially Adopted Plans:

The request is generally consistent with the relevant policies in the Comprehensive Plan, and approval of the zoning map request is reasonable and in the public interest.

This report reflects the recommendation of the Planning Board, this the 11th day of March 2025.

Introduced by Planning Board member:

Michael Almquist

Seconded by Planning Board member:

Elaine Sheppard

Attest:

Karin Kuropas
Karin Kuropas, Planning Board Chair

Jennifer Currin
Jennifer Currin, Planning Director

REZONING LEGAL DESCRIPTION

SURVEY DESCRIPTION FOR PIN 1850578617

Beginning at an existing iron pipe, a common corner between two Town of Wake Forest properties described in Deed Book 2946, Page 516 (PIN 1850578617) and Deed Book 2993, Page 11 (PIN 1850670578, being in the northern right of way line of Wait Avenue – NC Highway 98 and having a North Carolina State Plane Coordinate (NAD 1983/2011) value of North 807458.99 feet, East 2155951.91 feet. Thence S10° 10' 09"W, 30.32' to a point in the centerline of Wait Avenue; thence with the centerline of Wait Avenue N84° 26' 03"W, 379.87' to a point; thence leaving the centerline of Wait Avenue N27° 38' 59"E, 32.09' to an existing iron pipe in the northern right of way of Wait Avenue; thence continuing N27° 38' 59"E, 475.37' over an existing pond to a point in the aforesaid pond; thence S58° 36' 42"E, 70.00' to a 5/8" capped iron rod set; thence continuing S58° 36' 42"E, 172.66' to a 5/8" capped iron rod set, a common corner of the aforementioned properties; thence with the aforementioned properties common property line S10° 10' 09"W, 335.39' to the Beginning, containing 3.00 acres more, or less and being the western proportion of the property described in Deed Book 19556, Page 1881.

SURVEY DESCRIPTION FOR PIN 1850670578

Beginning at an existing iron pipe, a common corner between two Town of Wake Forest properties described in Deed Book 2946, Page 516 (PIN 1850578617) and Deed Book 2993, Page 11 (PIN 1850670578, being in the northern right of way line of Wait Avenue – NC Highway 98 and having a North Carolina State Plane Coordinate (NAD 1983/2011) value of North 807458.99 feet, East 2155951.91 feet. Thence leaving the aforesaid right of way and with the common property line N10° 10' 09"E, 335.39' to a 5/8" capped iron rod set, a common corner of the aforementioned properties; thence S63° 05' 02"E, 200.14' to an existing iron pipe; thence with the common property line of Robert Bradley Baker-Nicholas S8° 38' 11"W, 263.94' to an existing iron pipe in the northern right of way of Wait Avenue; thence continuing S8° 38' 11"W, 30.00' to a point in the centerline of Wait Avenue; thence with the centerline of Wait Avenue N83° 48' 41"W, 170.20' to a point; thence N84° 26' 03"W, 29.82' to a point; thence leaving the centerline of Wait Avenue N10° 10' 09"E, 30.32' to the Beginning, containing 1.48 acres more, or less and being the eastern portion of the property described in Deed Book 19556, Page 1881.

Consistency Statement of the Wake Forest Board of Commissioners Pursuant to G.S. 160D-605 Addressing Action on Zoning Map Amendment RZ-24-06: 1621 & 1701 Wait Avenue Rezoning

The Wake Forest Board of Commissioners finds that RZ-24-06 is generally consistent with the Wake Forest Comprehensive Plan. The Wake Forest Board of Commissioners finds that approval of the rezoning request is reasonable and in the public interest for the following reasons:

1. The proposed zoning district allows a range of residential and supporting uses that is generally consistent with Community Plan direction for Mixed Residential areas.
2. The proposed zoning district allows a range of residential and supporting uses that is appropriate to the existing development in the area.

ORDINANCE 2025-XXX

ORDINANCE OF THE BOARD OF COMMISSIONERS OF THE TOWN OF WAKE FOREST AMENDING THE OFFICIAL ZONING DISTRICT MAP OF THE TOWN OF WAKE FOREST TO CHANGE THE ZONING OF APPROXIMATELY 4.48 ACRES LOCATED AT 1621 AND 1701 WAIT AVENUE, BEING WAKE COUNTY TAX PINS 1850578617 AND 1850670578, FROM WAKE COUNTY'S HIGHWAY DISTRICT (HD) TO WAKE FOREST'S RURAL HOLDING DISTRICT (RD)

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

WHEREAS, the Planning Board held a public comment session on March 11, 2025, and the Board of Commissioners held a public hearing on April 15, 2025; and

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

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

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

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

Section 2: The parcels identified by the Wake County Tax Parcel Identification Numbers 1850578617 and 1850670578, and described in Exhibit 1, are located within the Town's Corporate Limits, being annexed into the Town on April 15, 2025.

Section 3: The Town of Wake Forest Unified Development Ordinance, including the Town of Wake Forest North Carolina Official Zoning District Map, which is a part of said Ordinance, is hereby amended by changing the zoning classification of the “Rezoned Lands” from Wake County's Highway District (HD) to Rural Holding District (RD).

Section 4: The Administrator is hereby authorized and directed to cause the said Official Zoning District Map for the Town of Wake Forest, North Carolina, to be physically revised and amended to reflect the zoning changes ordained by this Ordinance.

Section 5: After reviewing all the information presented at the public hearing and the Town's plans, policies, and ordinances, the Wake Forest Board of Commissioners finds the zoning map amendment request reasonable and consistent with the Comprehensive Plan and in the interest of the public and adopted a written consistency statement, which is on file with the Wake Forest Planning Department and attached as Exhibit 2.

Adopted and effective this 15th of April, 2025.

Vivian A. Jones
Mayor

ATTEST:

APPROVED AS TO FORM:

Evelyn Wright
Town Clerk

Eric A. Vernon
Town Attorney



BOARD OF COMMISSIONERS AGENDA ITEM REPORT

Agenda Item No.: 2025-374-
Submitted by: Tim Richards, Planning
Submitting Department: Planning
Meeting Date: April 15, 2025

Subject

Public Hearing on LEGISLATIVE CASE RZ-24-04, White Street Mixed Use, a conditional district rezoning filed by Chase Massey on behalf of Thales Academy, Inc., to rezone 3.93 acres located at 0 North White Street, being Wake County Tax PIN 1841966020, from Neighborhood Business (NB) to Neighborhood Mixed-Use Conditional District (NMX-CD).

Recommendation:

item Summary:

ATTACHMENTS:

- [BOC Agenda Summary RZ-24-04.pdf](#)
- [RZ-24-04 Staff Report.pdf](#)
- [Attachment A - Neighborhood Meeting Information.pdf](#)
- [Attachment B - Application.pdf](#)
- [Attachment C - Maps.pdf](#)
- [Attachment D - Transportation Impact Analysis \(TIA\).pdf](#)
- [Attachment E - Planning Board Recommendation and Plan Consistency Analysis.pdf](#)
- [Exhibit 1 - Legal Description.pdf](#)
- [Exhibit 2 - Consistency Statement.pdf](#)
- [Exhibit 3 - Proposed White Street Mixed Use Master Plan.pdf](#)
- [Ordinance RZ-24-04.docx](#)

Agenda Item: Presentation on LEGISLATIVE CASE RZ-24-04, White Street Mixed Use, a conditional district rezoning filed by Chase Massey on behalf of Thales Academy, Inc., to rezone 3.93 acres located at 0 North White Street, being Wake County Tax PIN 1841966020, from Neighborhood Business (NB) to Neighborhood Mixed-Use Conditional District (NMX-CD).

Summary: A public comment session was held at the March 11, 2025, Planning Board meeting. The Planning Board voted 6-0 to find the request consistent with the Community Plan and reasonable and in the public interest and recommended approval of the zoning map amendment (rezoning) request. The Planning Board recommendation included a suggestion that the applicant consider the following changes to proposed conditions:

- Increasing the percentage of affordable dwelling units from 4% of all units to 8% of all units; and
- Providing stop signs and corresponding pavement markings on North White Street at the Royal Mill Avenue intersection, if determined appropriate by the Town.

Since the Planning Board meeting, the applicant has modified proposed condition #15 to provide at least 8% of the total dwelling units as affordable units. The Engineering Department does not recommend installation of stop signs and corresponding markings on North White Street at the Royal Mill Avenue intersection at this time.

Planning staff presented the rezoning request to the Board of Commissioners at its April 1, 2025, work session.

Attachments: See Staff Report.



Staff Report

Case RZ-24-04: White Street Mixed Use Rezoning

Meeting Date	April 15, 2025
Requested Actions	Consideration of the following items related to the Conditional Zoning request for 0 North White Street (PIN 1841966020): 1. Act on Plan Consistency Statement 2. Rezone 3.93 acres on the Town of Wake Forest Zoning Map from Neighborhood Business (NB) to Neighborhood Mixed-Use Conditional District (NMX-CD).
Case Manager	Tim Richards, Senior Planner - Development Services
Planning Board Recommendation	Recommended approval of the requested rezoning by a vote of 6-0 (see Attachment E). The Planning Board recommendation included a suggestion that the applicant consider the following changes to proposed conditions: • Increasing the percentage of affordable dwelling units (rent not more than 30% of household income for households having an income of 70% AMI) from 4% of all units to 8% of all units; and • Providing stop signs and corresponding pavement markings on North White Street at the Royal Mill Avenue intersection, if determined appropriate by the Town. Since the Planning Board meeting, the applicant has modified proposed condition #15 to provide at least 8% of the total dwelling units as affordable units. The Engineering Department does not recommend installation of stop signs and corresponding markings on North White Street at the Royal Mill Avenue intersection at this time.

PUBLIC MEETINGS

Neighborhood Meeting	Public Comment Session	Public Hearing
11/7/2024 <i>(See Attachment A)</i>	3/11/2025	4/15/2025

CASE INFORMATION

Applicant	Chase Massey FLM Engineering, Inc. PO Box 91727 Raleigh, NC 27675
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Developer	David Phillips 8652 Valley Brook Drive Raleigh, NC 27613
Property Owner	Thales Academy, Inc. 4641 Paragon Park Road Raleigh, NC 27616
Location	Southeast corner of the intersection of North White Street and Royal Mill Avenue
Addresses	0 North White Street
Wake County Tax PIN	1841966020
Acreage	3.93
Zoning	Existing: Neighborhood Business (NB) Proposed: Neighborhood Mixed-Use Conditional District (NMX-CD)
Land Use	Existing: Undeveloped/Vacant Proposed: Mix of general commercial, restaurant, and multi-family
Corporate Limits	This application is located in the Town's corporate limits.

See Attachment B for a copy of the application and Attachment C for Aerial, Zoning, and Land Use Maps.

SURROUNDING LAND USES AND ZONING

	Land Use	Zoning
North	North White Street Right-of-Way Residential (single-family detached) Undeveloped/Vacant	Light Industrial (LI)
South	Public Park (J.B. Flaherty Park)	Open Space (OS)
East	Public Park (J.B. Flaherty Park)	Open Space (OS)
West	Royal Mill Avenue Right-of-Way Religious Institution (site work underway)	Neighborhood Business (NB)
The proposed land use is generally compatible with surrounding land uses. The proposed zoning is generally compatible with surrounding zoning. <i>See Attachment C for associated maps.</i>		

MASTER PLAN ANALYSIS

Open Space	Required: <i>None (project less than five acres)</i> Proposed: <i>None</i> Summary: <i>The proposed Master Plan complies with the minimum open space percentage requirement in the UDO.</i>
Park Space	Required: <i>None (project less than five acres)</i> Proposed: <i>None. However, the proposed Master Plan and conditions designate a gathering area on the Northeast of the site of unspecified area to include some park space elements (see proposed condition #2 in Attachment B).</i> Summary: <i>The proposed Master Plan complies with the minimum park space percentage requirement in the UDO.</i>
Roads	Required: The Town's Comprehensive Transportation Plan (CTP) categorizes North White Street as a Minor Thoroughfare with a 3A cross section and a multi-use path along the site's frontage. The CTP categorizes Royal Mill Avenue as a Major Thoroughfare with a 3A cross section and a multi-use path along the site's frontage. The CTP's 3A cross section includes a 12' center turning lane, two 12' travel lanes, and on this site's frontage, a 2.5' curb and gutter, and 6' verge with street trees, a 10' multi-use path, and a 1' strip behind the multi-use path. New development is required to dedicate additional right-of-way and make frontage improvements necessary to accommodate the recommended cross section and bring the frontage into conformity with the cross section (see UDO Sections 6.6 and 6.8). A Transportation Impact Analysis (TIA) was completed for the proposed development (see Attachment D). The TIA recommends the following modifications to the existing transportation system: • A 50' left turn lane extending from the North White Street driveway to the northeast on North White Street. • Full movement driveways on both North White Street and Royal Mill Avenue. Proposed: The proposed development includes the dedication of additional right-of way on North White Street, as well as the installation of curb and gutter, verge with street trees, and multi-use paths on both North White Street and Royal Mill Avenue frontages, consistent with the 3A cross section. A left turn lane is proposed on North White Street and full movement driveways are proposed on both North White Street and Royal Mill Avenue, as recommended in the TIA. In addition, the applicant proposes a one-time \$20,000 payment to the Town

	toward transportation safety measures at the Royal Mill Avenue/North White Street intersection (see proposed condition # 12 in Attachment B). The Engineering Department has confirmed that this payment would likely be sufficient to install a high visibility crosswalk or stop signs and corresponding pavement markings at the intersection; however, as noted above, the Engineering Department does not recommend installation of stop signs at that intersection at this time. <i>Summary: The proposed Master Plan complies with the minimum roadway infrastructure requirements in the UDO.</i>
Parking	Required: 258 spaces (117 multifamily: 1.8 x 65 units; 91 general commercial: 32,000/350 sf; 50 restaurant: 10,000/200 sf) 12 bicycle spaces (10 multifamily & general commercial: 208/40 x 2; 2 restaurant: 50/50 x 2) Proposed: 238 spaces (proposed condition #7 in Attachment B sets a parking rate of 1.5 spaces per multifamily unit) 12 bicycle spaces (6 inverted U racks, covered and weather resistant) <i>Summary: The proposed Master Plan does not comply with the minimum automobile parking requirements in the UDO. The proposed Master Plan complies with the minimum bicycle parking requirements in the UDO</i>
Public Utilities	Required: Per UDO Section 6.3.1, the developer must connect to the municipal water and sewer systems. Proposed: A water line connection to the existing water main on North White Street is proposed to serve the development. A new 8" sanitary sewer main serving the development is proposed to connect to the existing sanitary sewer main on Groveton Trail, across Royal Mill Avenue and two intervening parcels. <i>Summary: The proposed Master Plan complies with the public utility requirements in the UDO.</i>

PROPOSED MODIFICATIONS OF UDO STANDARDS

More Stringent: Table 2.2.3, Table of Urban District Development Standards (NMX District)

Proposed: 4 stories maximum building height (proposed condition #1 in Attachment B)

Required: 6 stories maximum building height

Less Stringent: Table 2.2.3, Table of Urban District Development Standards

Proposed: Maximum front setbacks to be measured from the edge of existing utility easements along North White Street and Royal Mill Avenue (proposed condition #6)

Required: Maximum front setbacks to be measured from front lot lines (i.e., right-of-way)

Less Stringent: Section 17.4, Definitions

Proposed: Principal front lot line to be along North White Street, a Minor Thoroughfare (proposed condition #5)

Required: Principal front lot line abuts the street with higher classification, in this case Royall Mill Avenue as a Major Thoroughfare

More Stringent: Table 2.3.3, Use Table:

Proposed: Ground-floor limited to Commercial/Entertainment, Office/Service, Civic, and Studio uses (proposed condition #3 in Attachment B). The following uses are not allowed at all (proposed condition #4):

- Pawnshop
- Gas/Fueling Station
- Vehicle Services – Minor Maintenance/Repair
- Small Equipment Repair/Rental
- Drive-Thru/Drive-In Facility
- Vape Shop
- Funeral Home/Crematorium
- Alcoholic Beverage Sales Store
- Bar/Tavern
- Night Club
- Gun Sales Store

Allowed: These uses are allowed, either by-right or as a special use, in the NMX district (vape shop and gun sales store are classified under the use General Commercial)

Less Stringent: Section 9.4, Parking Requirements

Proposed: Automobile parking at a rate of 1.5 spaces per multifamily unit (proposed condition #7)

Required: Off-street automobile parking at a rate of 1.8 spaces per multifamily unit

Less Stringent: Section 9.8.1.D, Driveway Channelization <i>Proposed:</i> 97' channelization length on Royal Mill Avenue driveway (proposed condition #10) <i>Required:</i> 100' driveway channelization length for high-density mixed-use development
More Stringent: Section 6.8.1, Sidewalks <i>Proposed:</i> Direct pedestrian access from the multi-use path on North White Street to individual business entrances along the North White Street building frontage (proposed condition #13) <i>Required:</i> Sidewalks within commercial areas and places with high pedestrian volumes to meet anticipated pedestrian activity
Less Stringent: Section 6.3, Required Improvements for All Development <i>Proposed:</i> Electric power lines along both street frontages to remain above ground (proposed conditions #8 and #9) <i>Required:</i> Burial of existing above-ground powerlines required when the lines are located on the property under development

COMPREHENSIVE PLAN CONSISTENCY

Community Plan (2022)	The proposed zoning map amendment is generally consistent with the adopted 2022 Community Plan. The main Plan policies supporting this conclusion are: • Land Use Plan (page 40): Neighborhood Commercial areas are local commercial nodes that provide surrounding residents with convenient access to day-to-day goods and services. New Neighborhood Commercial uses should include vertical mixed use buildings with ground-floor commercial and upper-story residential or office. High levels of pedestrian and bicycle access to residential areas should be emphasized, with well-connected sidewalks, trails, and bicycle routes ensuring residents can easily access Neighborhood Commercial nodes without having to drive. • Commercial & Industrial Areas Plan – Area #2 (page 54): Neighborhood-serving retail and services should serve as a buffer between the railroad and the residential areas to the east while providing the residential areas with access to a variety of food and drink establishments, shops, personal services, and other local businesses. Parking lots should be located to the rear. Continuous sidewalks should support high pedestrian connectivity between businesses. A multi-use path along North White Street should further improve pedestrian access and connectivity. • Setbacks and Parking Lots (page 68): New businesses should be situated at or near the property line to improve walkability. Off-street parking should be located to the side or rear of the primary building, and pedestrian walkways in parking lots should be provided to enhance connectivity and safety.
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	• Sidewalks and Multi-Use Paths (page 78): Multi-use paths should be encouraged along the main road in new developments. Multifamily and commercial developments should include strong pedestrian networks within and between their sites. • Gateways (page 88): Improve roadway infrastructure along key gateway routes to enhance their character and multimodal connectivity.
Downtown Plan (2024)	The Downtown Plan is not applicable to the zoning map amendment request.
Housing Affordability Plan (2022)	The Housing Affordability Plan is not applicable to the zoning map amendment request.
Historic Preservation Plan (2022)	The Historic Preservation Plan is not applicable to the zoning map amendment request.
Northeast Community Plan (2021)	The Northeast Community Plan is not applicable to the zoning map amendment request.
Comprehensive Transportation Plan (2019)	The proposed zoning map amendment is generally consistent with the Comprehensive Transportation Plan (see roads discussion under Master Plan Analysis above).
Park, Recreation, and Cultural Resources Master Plan (2015)	The Parks, Recreation, and Cultural Recourses Master Plan is not applicable to the zoning map amendment request.
<i>See Attachment E for detailed Plan Consistency Analysis. Note that Comprehensive Transportation Plan consistency is addressed in the Master Plan Analysis above and not in Attachment E.</i>	

STAFF RECOMMENDATION

The zoning map amendment request is generally **Consistent** with the relevant policies in the Comprehensive Plan, and **Approval** of the zoning map amendment request is reasonable and in the public interest.

ATTACHMENTS

- Attachment A: Neighborhood Meeting
- Attachment B: Application
- Attachment C: Maps
- Attachment D: Transportation Impact Analysis (TIA)
- Attachment E: Planning Board Recommendation and Plan Consistency Analysis

EXHIBITS

- Exhibit 1: Legal Description
- Exhibit 2: Consistency Statement
- Exhibit 3: Proposed White Street Mixed Use Master Plan



Tamara Short Weightman
PO Box 90426
Raleigh, NC 27676
(o) 919.825.1250
tweightman@bafolk.com

October 25, 2024

Re: Proposed rezoning of 0 N. White Street

Dear Neighbor,

You are invited to attend a neighborhood meeting on **November 7, 2024**, from **6:30 PM to 7:30 PM** in the Dogwood Room at **The Forks Cafeteria**, located at **339 Brooks Street in Wake Forest**.

The purpose of this meeting is to discuss a potential rezoning of a 3.93-acre property located at **0 N. White Street**, on the east corner of the S. Main Street and Royal Mill Avenue intersection (property ID: 1841966020). The proposed site plan will be available at the meeting for review.

This property is currently zoned Neighborhood Business (NB), which permits most business uses in buildings up to three stories high. The proposed rezoning is Neighborhood Mixed Use with Conditions (NMX-CD). The conditions, which would apply in perpetuity, include among others limiting the types of businesses that will be permitted on the property; limiting the total number of stories to four; and requiring that at least the first floor (but no more than two floors) be dedicated to retail, services, and restaurants, with apartments on upper floors.

This invitation is being sent to all property owners within 500 feet of the area for which rezoning has been requested, in accordance with Town of Wake Forest requirements, but is open to the public. At the neighborhood meeting, the proposed site plan and zoning conditions will be discussed in detail. After the meeting a report will be submitted to the Wake Forest Planning Department. Any other person attending the meeting can submit written comments about the meeting or the request in general.

If you have any concerns or questions about this potential rezoning please plan to attend the community meeting. Additionally, I can be reached via the contact information in the heading of this letter.

Sincerely,



Tamara S. Weightman

Address	Owner_ORIG	Owner	Mailing_Address_1	Mailing_Address_2	Mailing_Address_3
501 GROVETON TRL	BARBOUR, ELMON A JR BARBOUR, SHERRY H	BARBOUR, ELMON AND SHERRY	501 GROVETON TRL	WAKE FOREST NC 27587-2189	
409 GROVETON TRL	BOYKIN, ROSA MILLER	BOYKIN, ROSA MILLER	409 GROVETON TRL	WAKE FOREST NC 27587-2191	
521 ROOKWOOD CT	SCOTT, JAMES O SCOTT, FRANCINE	SCOTT, JAMES AND FRANCINE	521 ROOKWOOD CT	WAKE FOREST NC 27587-2293	
516 ROOKWOOD CT	HORNE, RICHARD LANCE HORNE, NATALIE J	HORNE, RICHARD AND NATALIE	516 ROOKWOOD CT	WAKE FOREST NC 27587-2292	
520 ROOKWOOD CT	ICKLAN, JOHN ICKLAN, SHERRILL E	ICKLAN, JOHN AND SHERRILL	520 ROOKWOOD CT	WAKE FOREST NC 27587-2292	
0 N WHITE ST	PRESIDENTIAL INVESTORS INC	PRESIDENTIAL INVESTORS INC	818 S WHITE ST	WAKE FOREST NC 27587-2961	
509 GROVETON TRL	AMH 2015-1 BORROWER LLC	AMH 2015-1 BORROWER LLC	30601 AGOURA RD STE 200	AGOURA HILLS CA 91301-2148	
508 ROOKWOOD CT	FORSTER, ROBERT R FORSTER, PATRICIA	FORSTER, ROBERT AND PATRICIA	628 ELIZABETH AVE	WAKE FOREST NC 27587-2122	
980 N WHITE ST	CHRIST OUR HOPE CHURCH PCA INC	CHRIST OUR HOPE CHURCH PCA INC	PO BOX 1917	WAKE FOREST NC 27588-1917	
413 GROVETON TRL	OROZCO, THOMAS I	OROZCO, THOMAS I	11519 SW VIRIDIAN BLVD	PORT SAINT LUCIE FL 34987-6918	
501 ROOKWOOD CT	DIEHL, JOSEPH	DIEHL, JOSEPH	501 ROOKWOOD CT	WAKE FOREST NC 27587-2293	
1024 WINTER BLOOM CT	SALTER, JAMES CHRISTOPHER	SALTER, JAMES CHRISTOPHER	1024 WINTER BLOOM CT	WAKE FOREST NC 27587-5171	
1117 N WHITE ST	W-H ROCKY MOUNT LLC	W-H ROCKY MOUNT LLC	PO BOX 1885	WAKE FOREST NC 27588-1885	
1100 N WHITE ST	WAKE FOREST TOWN OF	TOWN OF WAKE FOREST	301 BROOKS ST	WAKE FOREST NC 27587-2901	
1226 N WHITE ST	WAKE FOREST TOWN OF	TOWN OF WAKE FOREST	301 BROOKS ST	WAKE FOREST NC 27587-2901	
405 GROVETON TRL	W KEITH REAL ESTATE LLC	W KEITH REAL ESTATE LLC	604 E JONES AVE	WAKE FOREST NC 27587-2710	
0 N WHITE ST	GRANITE PROPERTIES & MANAGEMENT LLC	GRANITE PROPERTIES & MANAGEMENT LLC	PO BOX 400	ROLESVILLE NC 27571-0400	
1104 KULLANA LN	PEARCE, DAVID PEARCE, JENNIFER	PEARCE, DAVID AND JENNIFER	1104 KULLANA LN	WAKE FOREST NC 27587-7198	
505 ROOKWOOD CT	NELSON, JENNIFER N. MEURER, KEVIN M.	NELSON, JENNIFER AND MEURER, KEVIN	505 ROOKWOOD CT	WAKE FOREST NC 27587-2293	
344 AMARYLLIS WAY	RESTA, RICCARDO P RESTA, JULIA F	RESTA, RICCARDO AND JULIA	344 AMARYLLIS WAY	WAKE FOREST NC 27587-4005	
340 AMARYLLIS WAY	MAUNEY, SAMUEL D MAUNEY, LEANNA D	MAUNEY, SAMUEL AND LEANNA	340 AMARYLLIS WAY	WAKE FOREST NC 27587-4005	
509 ROOKWOOD CT	HOLMBERG, KURT L	HOLMBERG, KURT	11308 TIMBERGROVE LN	RALEIGH NC 27614-7529	
417 GROVETON TRL	LY, SOPHIA A TRUSTEE 417 GROVETON TRAIL TRUST	LY, SOPHIA A TRUSTEE 417 GROVETON TRAIL TRUST	406 ALL SAINTS PL	CARY NC 27513-6196	
336 AMARYLLIS WAY	BABAJIDE, BABATOPE BABAJIDE, UGOCHI	BABAJIDE, BABATOPE AND UGOCHI	336 AMARYLLIS WAY	WAKE FOREST NC 27587-4005	
513 GROVETON TRL	IVA HOLDINGS LLC	IVA HOLDINGS LLC	3607 FALLS RIVER AVE STE 115	RALEIGH NC 27614-7365	
504 ROOKWOOD CT	PEREZ, DAMARIS I	PEREZ, DAMARIS	504 ROOKWOOD CT	WAKE FOREST NC 27587-2292	
0 N WHITE ST	THALES ACADEMY INC	THALES ACADEMY INC	4641 PARAGON PARK RD	RALEIGH NC 27616-3406	
0 N WHITE ST	W-H ROCKY MOUNT LLC	W-H ROCKY MOUNT LLC	1225 N WHITE ST	WAKE FOREST NC 27587-7120	
1020 WINTER BLOOM CT	EDWARDS, HELEN S	EDWARDS, HELEN	1020 WINTER BLOOM CT	WAKE FOREST NC 27587-5171	
500 ROOKWOOD CT	CPI/AMHERST SFR PROGRAM OWNER LLC	CPI/AMHERST SFR PROGRAM OWNER LLC	5001 PLAZA ONTHE LAKE	SUITE 200	AUSTIN TX 78746
517 ROOKWOOD CT	LOMBARDI, GABRIEL VOHRZEK	LOMBARDI, GABRIEL VOHRZEK	517 ROOKWOOD CT	WAKE FOREST NC 27587-2293	
513 ROOKWOOD CT	FOLEY, KRISTIN TRUSTEE TRUSTEE OF DOG LOVER REVOCABLE LIVING TR	FOLEY, KRISTIN TRUSTEE TRUSTEE OF DOG LOVER REVOCABLE LIVING TR	513 ROOKWOOD CT	WAKE FOREST NC 27587-2293	
348 AMARYLLIS WAY	SARACENO, SAMANTHA SAFFIE, KYLE	SARACENO, SAMANTHA AND SAFFIE, KYLE	348 AMARYLLIS WAY	WAKE FOREST NC 27587-4005	
512 ROOKWOOD CT	BRADLEY, PATRICIA LOUISE BRADLEY, MARK S TRUSTEE	BRADLEY, PATRICIA AND BRADLEY, MARK S TRUSTEE	3409 GREENVILLE LOOP RD	WAKE FOREST NC 27587-8884	
400 GROVETON TRL	TUNELL, LISABETH P TUNELL, BRADFORD G	TUNELL, LISABETH AND BRADFORD	400 GROVETON TRL	WAKE FOREST NC 27587-2190	
401 GROVETON TRL	LOZANO, ADRIANA TERESA	LOZANO, ADRIANA TERESA	401 GROVETON TRL	WAKE FOREST NC 27587-2191	
1100 KULLANA LN	WAGNER, MARIA WOLF, JOSEPH	WAGNER, MARIA AND WOLF, JOSEPH	1100 KULLANA LN	WAKE FOREST NC 27587-7198	
505 GROVETON TRL	AMH 2014-3 BORROWER LLC	AMH 2014-3 BORROWER LLC	AMERICAN HOMES 4 RENT	30601 AGOURA RD STE 200	AGOURA HILLS CA 91301-2148
1015 N WHITE ST	W-H ROCKY MOUNT LLC	W-H ROCKY MOUNT LLC	1225 N WHITE ST	WAKE FOREST NC 27587-7120	
0 N WHITE ST	WRIGHT PARTNERS LLC	WRIGHT PARTNERS LLC	PO BOX 1885	WAKE FOREST NC 27588-1885	

White Street Rezoning Community Meeting

Thursday, November 7, 2024 at 6:30 PM at

Forks Cafeteria in Wake Forest

Meeting Notes

The meeting was attended by four people from three households— Natasha Wells, Rosa Miller-Boykin, James & Francine Scott— all of whom live near the parcel proposed to be rezoned (one attendee lives just outside the 500-foot area of invitees, but learned of the meeting from a close neighbor living within the 500-foot radius) and two individuals— Josh & Molly Hurst— who are affiliated with Christ Our Hope Church, which will be located across from the parcel that is the subject of the proposed rezoning. Additionally, Mr. Phillips, the developer, was on-hand to answer any questions that arose. All attendees provided some contact information, which has been provided separately to the Town to protect attendees' private data.

The community members who attended were all overall very positive about the proposed development. They were primarily curious about the plan and had general questions.

The proposal was described to the attendees, including the building's size, features, what the proposed zoning allows, as well as the conditions proposed to be included with the development's new zoning. Drawings of the plan were shared. The plan and conditions were well-received.

The fact that the property would be mixed-use appeared to be a positive in the minds of all who attended, as was the commitment to make access to the new development pedestrian-friendly. More than one attendee mentioned looking forward to walking to get a coffee or meal.

There was a question by a church representative regarding if a large parking area is necessary, and the requirements imposed on property developers regarding how the amount of provided parking is calculated were explained.

Concerns were expressed about undesirable businesses being introduced to the area, but those concerns appeared to be completely assuaged when it was explained that the new zoning with its proposed conditions limits the types of businesses that will be allowed in the new development, while the current zoning does not include such restrictions. The list of types of businesses that are proposed to be disallowed appeared to satisfy attendees and the fact that the conditions would be tied to the property in perpetuity (provided the parcel is not rezoned again later) was regarded positively by the attendees.

The attendees mentioned traffic can be heavy in the area in the mornings, but did not express that they felt the new development would create any concern for them.

White St. Litz.
11/7

Natasha Wells (910) 546-

Rosa Miller- Boykin

James + Francine Scott 919-602-

Josh + Molly Hurst

Rosa Miller- Boykin

409 Groveton TR

919. 426 

Christ Our Hope Church

office @ christourhopechurch.com

919. 570. 

James + Francine Scott

Francinescott  @ yahoo.com



Conditional District Rezoning Application

(Conditional District Rezoning Workflow)

Town of Wake Forest, NC

301 S. Brooks St.

Wake Forest, NC 27587-2932

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

Project Overview

#1507674

Project Title: White Street Mixed Use

Jurisdiction: Town of Wake Forest (Wake County)

Application Type: Conditional District Rezoning

State: NC

Workflow: Conditional District Rezoning

County: Wake

Submittal Requirements

Please review the checklist below, which identifies what must be submitted with this application. You will be asked to upload the required documents after you have finished entering your application information. A complete application must be submitted in order for the application to be deemed complete and routed for review. Missing items will result in the application being declined and returned to you for revision.

[VIEW CONDITIONAL DISTRICT REZONING
SUBMITTAL CHECKLIST](#)

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

Pre-Application Meeting

Has a pre-application conference been held?: Yes

*Note: This type of project requires a pre-application conference be completed prior to official submittal. If this has not been completed, please return to the home screen and select **Pre-Application Conference** from the application type drop down list in order to schedule your required meeting.*

Pre-Application Conference Date: 11/14/2022

Staff Member Met With: Patrick Reidy, Tim Richards

Pre-application Conference Project Number: 881920

Address & Basic Site Information

Please Note:

In some cases, a parcel address may not verify. In the event that our system is unable to verify the address you enter, please submit the project as an *Unverified Parcel* and provide zoning and land use information as requested below. For verified addresses, the zoning and land use information will be added to the application automatically (you do not need to provide it below).

Project Address or PIN: 1841966020 (Unverified)

Tax PIN:

Acreage: 3.934

Name of Existing Development/Subdivision (if applicable--for reference only):

For unverified addresses/parcels only, please provide below 1) the current use of the parcel, 2) the zoning district(s) it is in, and 3) any overlay districts that apply. Reference the [zoning map](#) and the [overlay districts map](#) on the town's website.

Current Use & Zoning (required only if address/parcel is

unverified):

Current vacant parcel zoned NB.

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

GIS Site Information (Automatically Generated - Not Available for Unverified Addresses)

Parcel Area:

Wake Forest (WF):

Base District:

In SH2-O Overlay:

In TND Overlay:

In HL-O Overlay:

In National Register of Historic Places:

Current Use:

Planning and Zoning:

In SH1-O Overlay:

In Water Supply Watershed Protection Overlay:

In SF Overlay:

In MVCP-O Overlay:

In Flood Hazard Area:

Additional Zoning Information

Currently a Conditional District?: No

Currently a Conditional Use?: No

Is there an existing Special Use Permit for the Property?: No Case Number of related site plan (if applicable):

Case Numbers of other related approvals (if applicable):

Project Contacts

Please enter all project contacts related to your application.

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

Project Contact - Applicant

Chase Massey

FLM Engineering, Inc.

PO Box 91727, Raleigh

Raleigh, NC 27675

P:9196101051

cmassey@flmengineering.com

Project Contact - Developer

David Phillips

8652 Valley Brook Drive

Raleigh, NC 27613

P:919-625-6763

david.phillips1358@gmail.com

Project Contact - Property Owner

Robert Luddy

Thales Academy

4641 Paragon Park Road

Raleigh, NC 27616

P:919.882.2410

bob@captiveaire.com

Project Contact - Engineer

Chase Massey

FLM Engineering, Inc.

PO Box 91727, Raleigh

Raleigh, NC 27675

P:9196101051

cmassey@flmengineering.com

Transportation Impact Analysis

As per Section 6.11.1 of the UDO is the project required to provide a Traffic Impact Analysis (TIA)?: Yes

Was the TIA reviewed in a separate permit prior to this application?: Yes

Project Number:

For projects requiring a TIA, a separate TIA application must be submitted in conjunction with this application. Please review the [TIA submittal checklist](#) and submit a ***Transportation Impact Analysis Review*** application in IDT.

i If the request is to a Conditional District (CD), this application should be accompanied by a master plan that includes land use, existing conditions, buildings, lots, etc. per Chapter 15 of the UDO. In addition, please provide a narrative of the proposed use and list any proposed conditions.

Project Type: Both	Proposed Conditional Zoning District: NMX-CD, Neighborhood Mixed-Use
Proposed Land Use: Mixed Use (General Commercial, Restaurant, Multi-family)	Proposed Number of Lots: 1
Number of Buildings: 1	Number of Single-Family Lots: 0
Number of Townhome Lots: 0	Number of Multi-Family Units: 65
Total Number of Dwelling Units: 65	Number of Stories: 4
Square Footage of All Buildings (non-residential): 42000	

Plan Information - Conditional Rezoning

Description of Request: Rezoning from NB to NMX-CD.	Initial Proposed Conditions Offered by Applicant: Included per list with this submittal
Justification of Consistency with Comprehensive Plan: Project is consistent with comprehensive plan.	

FLMENGINEERING

March 16, 2025

Tim Richards, AICP, CZO
Senior Planner - Development Services
Town of Wake Forest
301 S Brooks Street
Wake Forest, NC 27587

**Reference: White Street Mixed Use (RZ-24-04)
Proposed Zoning Conditions**

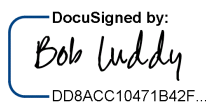
Dear Mr. Richards:

The proposed zoning conditions for the White Street mixed use project, Town of Wake Forest Case No. RZ-24-04, are listed below:

1. Building height shall not exceed four stories.
2. Gathering space shall be provided as shown on the approved master plan and shall include garden-wall seating; landscaping including flowering shrubs; provision of shade through one or more canopy trees or man-made structures; trash and recycling receptacles; and an active recreation component.
3. 100% of the ground-floor floor area shall be designated for commercial/entertainment, office/service, civic, and studio purposes.
4. Allowable uses shall **not** include the following, on any portion of the property: pawn shop, gas/fueling station, vehicle maintenance or repair, small equipment repair/rental, drive-thru/drive-in facility, vape shop, funeral home/crematorium, alcoholic beverage sales store, bar/tavern, night club, internet sweepstakes facility, shooting range, or gun sales store.
5. The lot line abutting North White Street shall be considered the principal front lot line.
6. Maximum front setbacks to be measured from the edge of existing utility easements along Royal Mill Avenue and North White Street.
7. Multi-family parking rate: 1.5 spaces per unit.
8. Existing Wake Electric transmission line along Royal Mill Avenue to remain and not be buried.
9. Existing Wake Electric overhead distribution line along North White Street to remain and not be buried.
10. Proposed Royal Mill Avenue minimum driveway channelization to be 97'.
11. Developer shall complete all improvements recommended in the approved Transportation Impact Analysis.

12. In addition to completing all improvements required by condition eleven, Developer shall provide a one-time \$20,000.00 (twenty thousand dollar) payment to the Town toward transportation safety measures (e.g., vehicular, pedestrian, etc.) at the Royal Mill Avenue/ N. White Street intersection, payable at issuance of Construction Documents; specific measures to be determined and implemented by the Town at the Town's discretion.
13. Direct pedestrian access from the multi-use path on North White Street shall be provided to individual business entrances along the North White Street building frontage.
14. Prior to any grading or other construction activities on the site, tree protection fencing shall be installed along northeastern parcel line to protect roots of existing off-site trees within the Flaherty Park driveway area.
15. At least 8% of the dwelling units constructed on the site shall be affordable housing units. As used herein, an "affordable housing" unit is any dwelling unit that is offered for rent at an effective monthly rent equal to or less than the maximum rent affordable for households with an income of 70% of the Area Median Income ("AMI") in the Raleigh, North Carolina Metropolitan Statistical Area published by HUD. The affordable units shall be offered for rent for a minimum of ten (10) years from the date of issuance of the first certificate of occupancy permitting residential use after the effective date of these conditions. For the purposes of this condition, an annual rent equal to or less than 30% of the annual income of a household with an income of 70% AMI in the Raleigh MSA shall be considered affordable for households with an income of 70% AMI.
16. The owner shall update the rental rate for each affordable housing unit then being marketed for rent annually based on the current updated AMI published by HUD. In the event the Town of Wake Forest or Wake County establishes a program in the future which provides incentives for affordable housing units, this project shall be eligible to participate in such a program if qualifications of such program are met. Beginning on December 31st of the first full year following owner's receipt of the final certificate of occupancy for the project and prior to December 31st for every year thereafter, the owner of record shall provide an annual certification of compliance with this zoning condition to the Town of Wake Forest Planning Department, which lists the rental rate for the affordable housing units and verifies that the tenants in those affordable housing units do not exceed the 70% AMI income threshold. The owner shall not be required to submit annual certifications to the Town regarding affordable housing units after the expiration of the 10-year affordability period.

Sincerely,

DocuSigned by:

 DD8ACC10471B42F...

Robert Luddy on behalf of Thales Academy, Inc.

TOWN OF WAKE FOREST

AGENT AUTHORIZATION FORM:

Application #: RZ-24-04

Submittal Date: _____

Thales Academy Inc _____ is the owner of the property for which the attached application is being submitted:

- ☒ General Use Rezoning or Conditional District Rezoning
☐ Site Master Plan
☐ Subdivision Master Plan
☐ Construction Drawings
☐ Variance
☐ Major Architectural Review

The property is located at: 0 White Street

The agent for this project is: Chase Massey

☐ I am the owner of the property and will be acting as my own agent.

Name: Robert L. Luddy

Address: 4641 Paragon Park Rd, Raleigh, NC 27616

Telephone Number: 919-882-2410 Fax: 919-882-5204

Email Address: bob@captiveaire.com

Signature(s) of Owner(s):

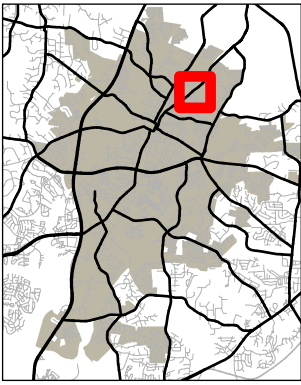
Robert L. Luddy

Print or type name(s):

ROBERT L. LUDDY

Attach additional sheets if there are additional owners.

***Owner of record as shown on the latest equalized assessment rolls of Wake County. (An option to purchase does not constitute ownership). If ownership has been recently transferred, a copy of the deed must accompany this authorization.**



Aerials



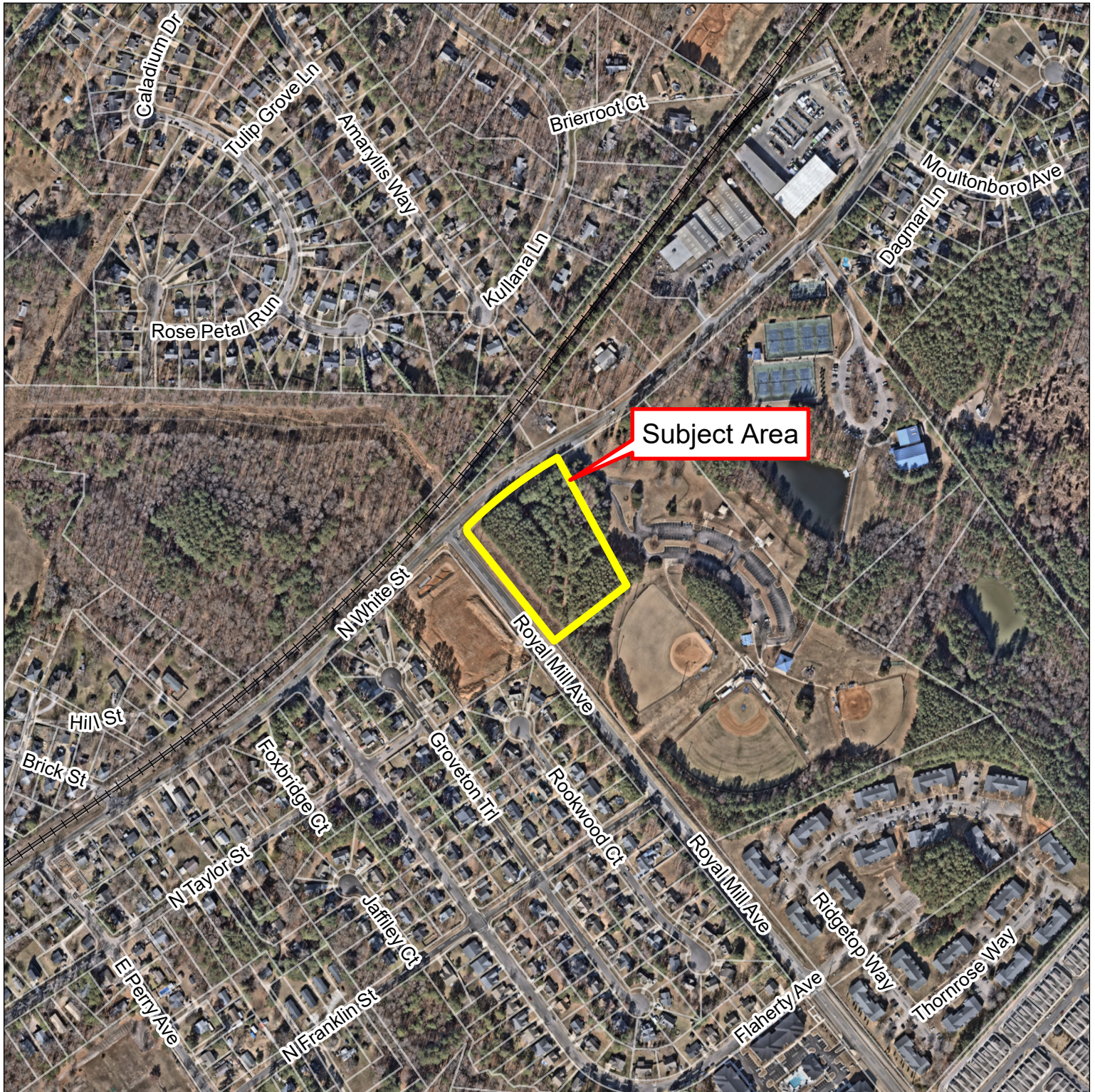
TOWN of
WAKE FOREST

RZ-24-04

White Street Mixed Use Rezoning

PIN: 1841966020

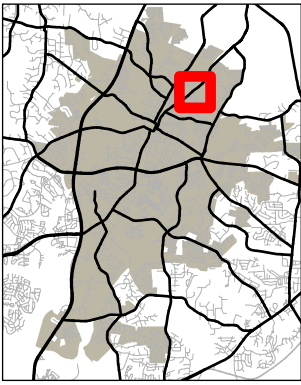
2/14/2025



Please note that this map is intended for illustrative purposes only.
For specific inquiries regarding zoning boundaries, contact the
Town Wake Forest Planning Department at 919-435-9510.

0 500 1,000 1,500
US Feet





Current Zoning



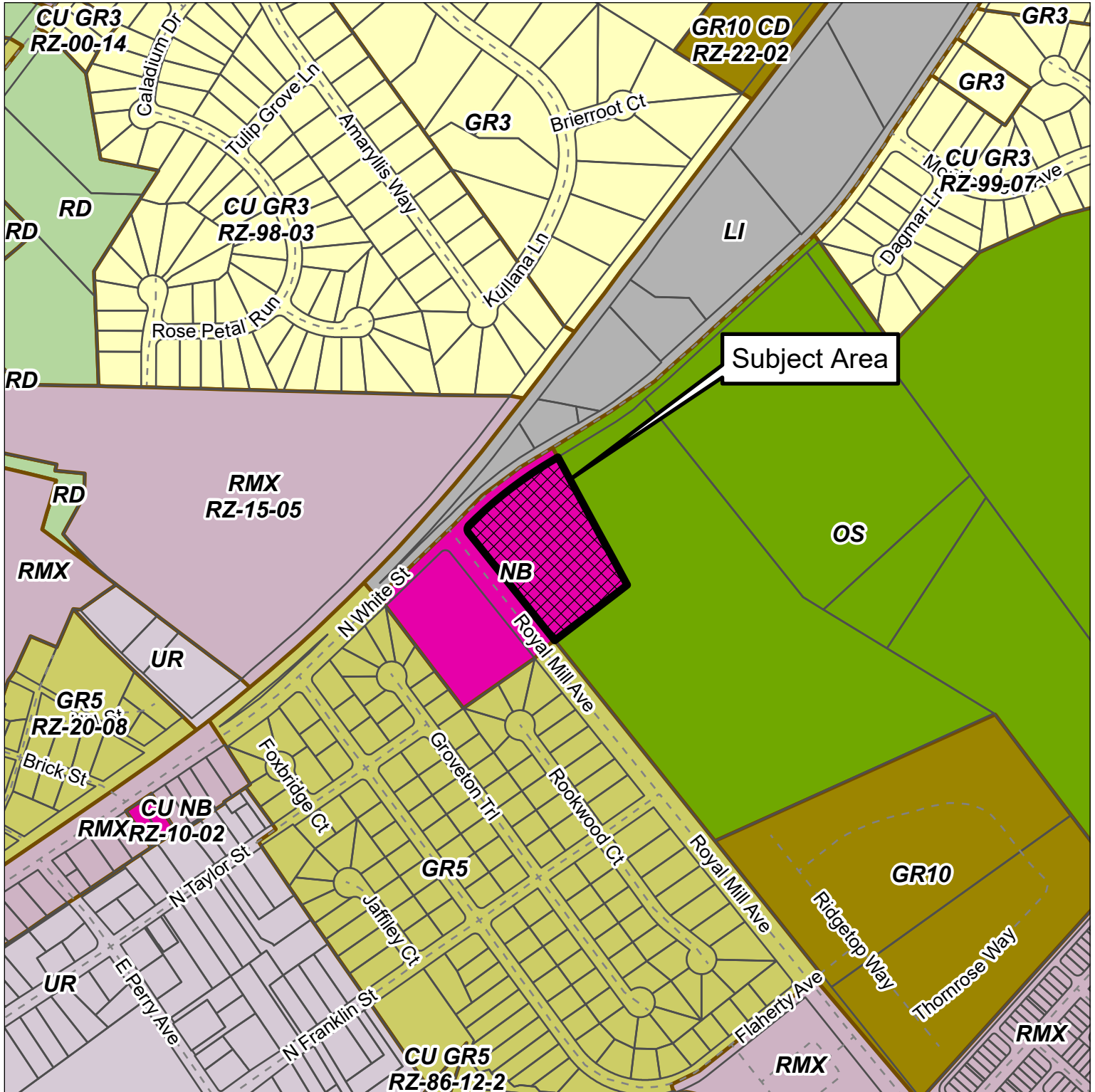
TOWN of
WAKE FOREST

RZ-24-04

White Street Mixed Use Rezoning

PIN: 1841966020

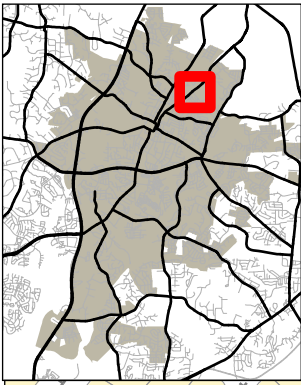
2/14/2025



Please note that this map is intended for illustrative purposes only.
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Town Wake Forest Planning Department at 919-435-9510.

0 500 1,000 1,500 Feet

N
95



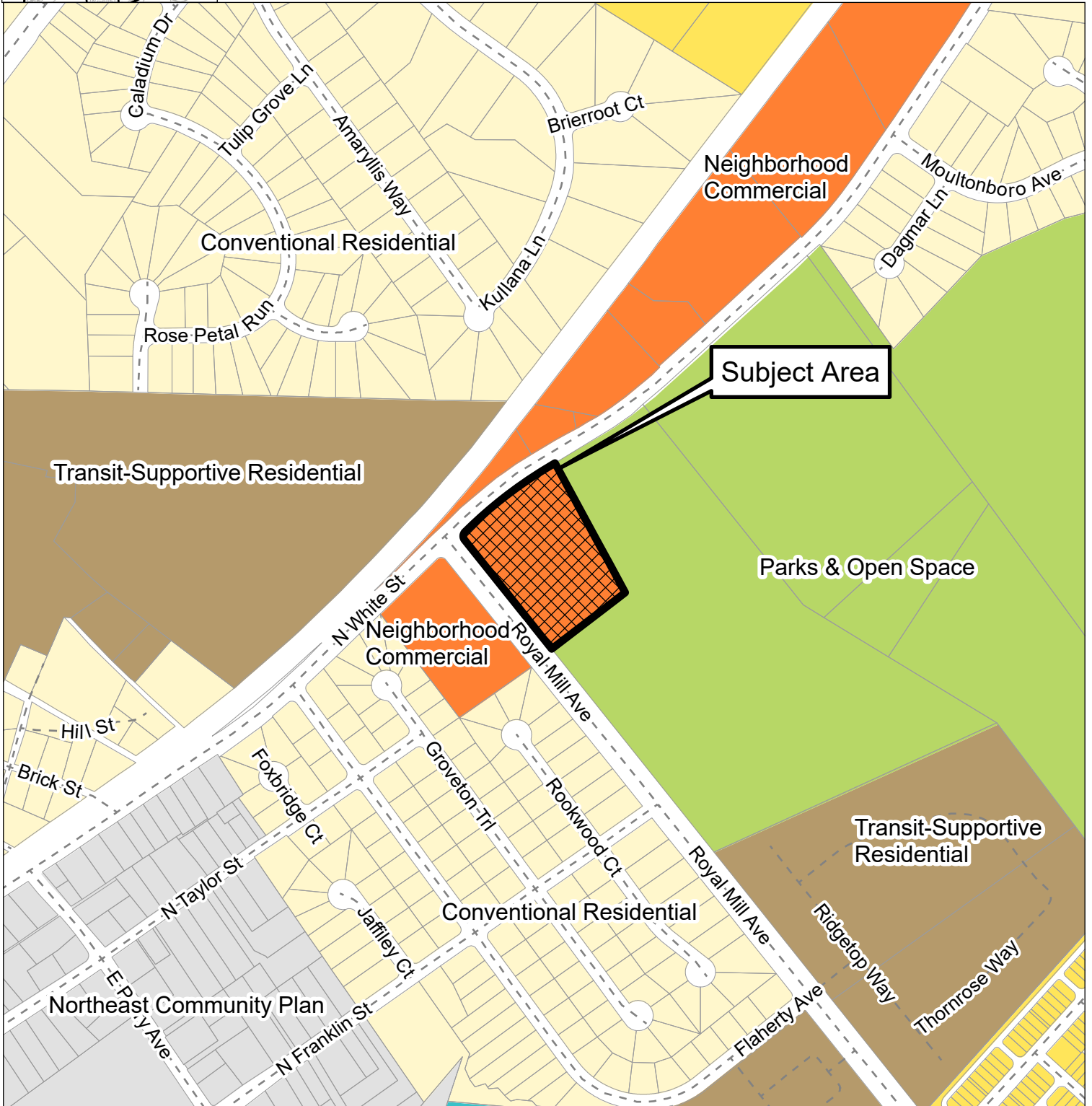
Land Use Plan



TOWN of
WAKE FOREST

RZ-24-04 White Street Mixed Use Rezoning PIN: 1841966020

2/14/2025



Please note that this map is intended for illustrative purposes only.
For specific inquiries regarding zoning boundaries, contact the
Town Wake Forest Planning Department at 919-435-9510.

0 500 1,000 1,500 Feet





TRAFFIC IMPACT ANALYSIS

FOR

WHITE STREET MIXED USE DEVELOPMENT - UPDATE

LOCATED

IN

WAKE FOREST, NC

Prepared For:

FLM ENGINEERING
PO Box 91727
Raleigh, NC



JANUARY 2024

DRMP Project No. 22562

Prepared By: VT

Reviewed By: DC

**TRAFFIC IMPACT
ANALYSIS**

FOR

WHITE STREET MIXED-USE UPDATE

LOCATED

IN

WAKE FOREST, NC

Prepared For:
FLM Engineering
PO Box 91727
Raleigh, NC

Prepared By:
DRMP, Inc.
5808 Faringdon Place
Raleigh, NC 27609
License #F-1524



JANUARY 2024

1/9/2024

RKA Project No. 22562

Prepared By: VT

Reviewed By: DC

**TRAFFIC IMPACT ANALYSIS
WHITE STREET MIXED USE
WAKE FOREST, NORTH CAROLINA**

EXECUTIVE SUMMARY

1. Development Overview

A Traffic Impact Analysis (TIA) was conducted for the proposed White Street Mixed-Use development in accordance with the Wake Forest (Town) Unified Development Ordinance (UDO) and North Carolina Department of Transportation (NCDOT) capacity analysis guidelines. The proposed development is to be located in the eastern quadrant at the intersection of North White Street and Royal Mill Avenue in Wake Forest, North Carolina. The proposed development is expected to consist of a maximum of 65 apartment units, 34,000 square feet (s.f.) of retail space, and 10,000 s.f. of restaurant space. The development is estimated to be built out in 2024. Site access is proposed via one (1) full movement driveway along North White Street and one (1) full movement driveway along Royal Mill Avenue.

2. Existing Traffic Conditions

The study area for the TIA was determined through coordination with the Town and NCDOT and consists of the following existing intersections:

- North White Street and Royal Mill Avenue
- Royal Mill Avenue and N Franklin Street
- Royal Mill Avenue and Flaherty Avenue

Existing peak hour traffic volumes were determined based on traffic counts conducted at the study intersection listed below, in November of 2022 during a typical weekday AM (7:00 AM – 9:00 AM) and PM (4:00 PM – 6:00 PM) peak periods, while schools were in session:

- North White Street and Royal Mill Avenue
- Royal Mill Avenue and North Franklin Street
- Royal Mill Avenue and Flaherty Avenue

3. Site Trip Generation

Average weekday daily, AM peak hour, and PM peak hour trips for the proposed development were estimated using methodology contained within the ITE Trip Generation Manual, 11th Edition. Table E-1 provides a summary of the trip generation potential for the site.

Table E-1: Site Trip Generation

Land Use (ITE Code)	Intensity	Daily Traffic (vpd)	Weekday AM Peak Hour Trips (vph)		Weekday PM Peak Hour Trips (vph)	
			Enter	Exit	Enter	Exit
High Turnover Restaurant (932)	10,000 s.f.	1,072	53	43	55	36
Strip Retail Plaza (<40k) (822)	34,000 s.f.	1,664	48	32	112	112
Multifamily Housing Low-Rise (220)	65 units	492	10	33	31	18
Total Trips		3,228	111	108	198	166
<i>Internal Capture (14% AM, 19% PM)</i>			-15	-15	-38	-32
Total External Trips			96	93	160	134
<i>Pass-By Trips: Shopping Center (34% PM); High Turnover Restaurant (43% PM)</i>			--	--	-46	-46
Total Primary Trips			96	93	114	88

4. Future Traffic Conditions

Through coordination with the Town and NCDOT, it was determined that an annual growth rate of 3% would be used to generate 2024 projected weekday AM and PM peak hour traffic volumes. The following adjacent developments were identified to be considered under future conditions:

- Pines at Wake Forest
- Hawthorne at Traditions

The study analyzes traffic conditions during the weekday AM and PM peak hours for the following scenarios:

- 2022 Existing Traffic Conditions
- 2024 No-Build Traffic Conditions
- 2024 Build Traffic Conditions

5. Capacity Analysis Summary

The analysis considered weekday AM and PM peak hour traffic for 2022 existing, 2024 no-build, and 2024 build conditions. Refer to Table E-2 for the capacity analysis summary performed at each study intersection.

Table E-2: Capacity Analysis Summary

Intersection	Approach	2022 Existing Conditions		2024 No-Build Conditions		2024 Build Conditions	
		AM	PM	AM	PM	AM	PM
North White Street and Royal Mill Avenue	EB	--	--	--	--	--	--
	WB	A ¹	A ¹	A ¹	A ¹	A ¹	A ¹
	NB	C ²	B ²	C ²	C ²	D ²	C ²
Royal Mill Avenue and North Franklin Street	EB	A ³	A ³	A ³	A ³	A ³	A ³
	NB	A ³	A ³	B ³	A ³	B ³	A ³
	SB	A ³	A ³	A ³	A ³	A ³	B ³
	Overall	A (9)	A (8)	A (10)	A (9)	B (11)	A (10)
Royal Mill Avenue and Flaherty Avenue	EB	B ²	B ²	C ²	B ²	C ²	B ²
	WB	B ²	B ²	C ²	B ²	C ²	B ²
	NB	A ¹	A ¹	A ¹	A ¹	A ¹	A ¹
	SB	A ¹	A ¹	A ¹	A ¹	A ¹	A ¹
North White Street and Site Drive 1	EB	N/A		N/A		--	--
	WB					A ¹	A ¹
	NB					B ²	B ²
Royal Mill Avenue and Site Drive 2	WB	N/A		N/A		B ²	B ²
	NB					--	--
	SB					A ¹	A ¹

6. Recommendations

Based on the findings of this study, specific geometric and traffic control improvements have been identified at study intersections. The improvements are summarized below and are illustrated in Figure E-1.

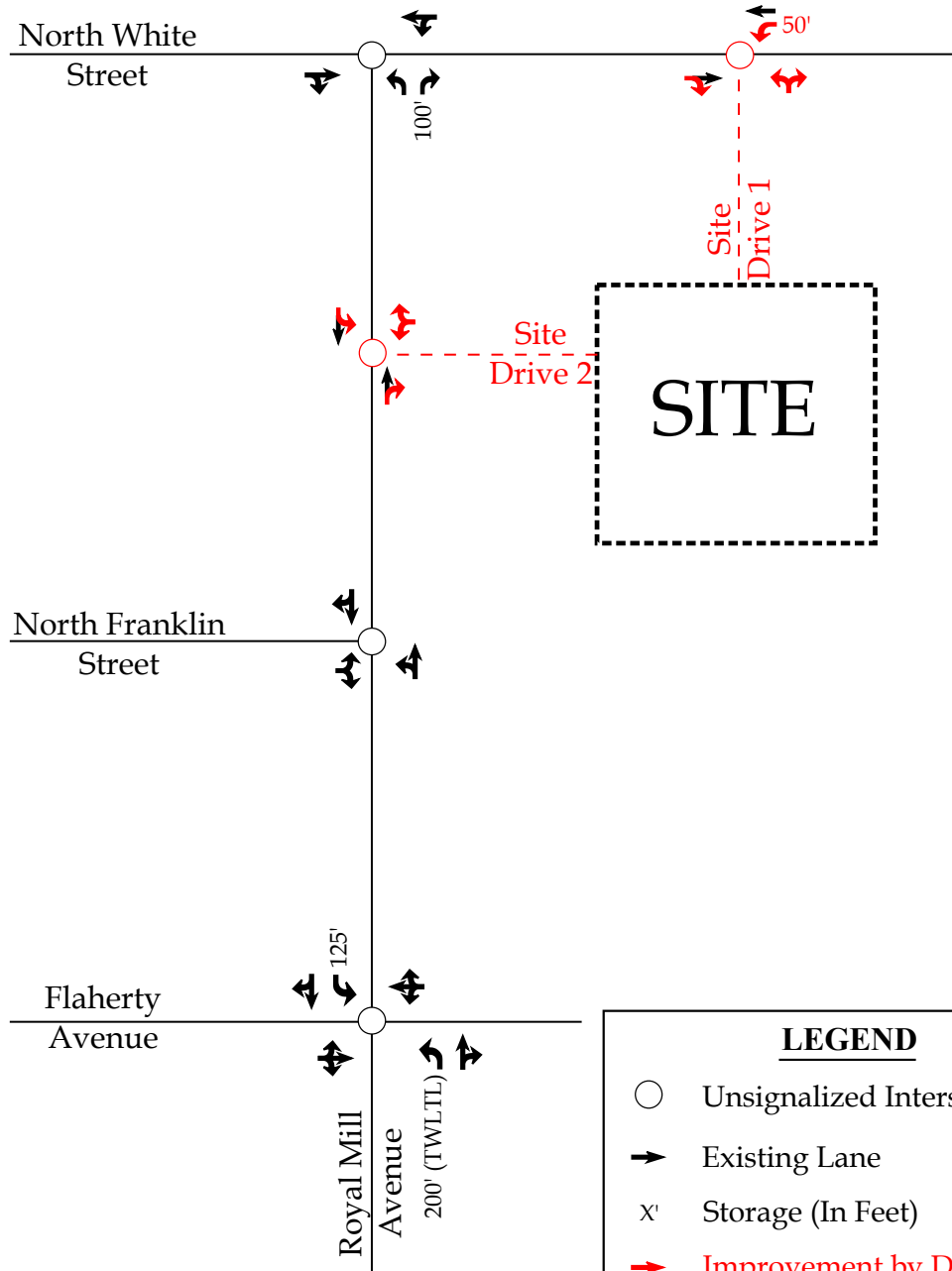
Recommended Improvements by the Developer

North White Street and Site Drive 1

- Construct the southern leg (Site Drive 1) with one ingress lane and one egress lane striped as a shared left-/right-turn lane.
- Provide an exclusive westbound left-turn lane along North White Street with at least 50 feet of full-width storage.
- Provide stop control for the northbound approach.

Royal Mill Avenue and Site Drive 2

- Construct the eastern leg (Site Drive 2) with one ingress lane and one egress lane striped as a shared left-/right-turn lane.
- Provide stop control for the westbound approach.



LEGEND	
○	Unsignalized Intersection
➔	Existing Lane
x'	Storage (In Feet)
➔	Improvement by Developer

	White Street Mixed-Use Wake Forest, NC	Recommended Lane Configurations	
		Scale: Not to Scale	Figure E-1

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TECHNICAL APPENDIX

Appendix A:	Approved Scoping Documentation
Appendix B:	Traffic Counts
Appendix C:	Adjacent Development Information
Appendix D:	Capacity Calculations – North White Street and Royal Mill Avenue
Appendix E:	Capacity Calculations – Royal Mill Avenue and North Franklin Street
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TRAFFIC IMPACT ANALYSIS

WHITE STREET MIXED-USE

WAKE FOREST, NORTH CAROLINA

1. INTRODUCTION

The contents of this report present the findings of the Traffic Impact Analysis (TIA) conducted for the proposed White Street Mixed-Use development to located in the eastern quadrant at the intersection of North White Street and Royal Mill Avenue in Wake Forest, North Carolina. The purpose of this study is to determine the potential impacts to the surrounding transportation system created by traffic generated by the proposed development, as well as recommend improvements to mitigate the impacts.

The proposed development, anticipated to be completed in 2024, is assumed to consist of the following uses:

- A maximum of 65 apartment units
- A maximum of 34,000 square feet (s.f.) of retail space
- A maximum of 10,000 s.f. of restaurant

The study analyzes traffic conditions during the weekday AM and PM peak hours for the following scenarios:

- 2022 Existing Traffic Conditions
- 2024 No-Build Traffic Conditions
- 2024 Build Traffic Conditions

1.1. Site Location and Study Area

The development is proposed to be located south of North White Street and east of Royal Mill Avenue in Wake Forest, North Carolina. Refer to Figure 1 for the site location map. The study area for the TIA was determined through coordination with the North Carolina Department of Transportation (NCDOT) and the Town of Wake Forest (Town) and consists of the following existing intersections, on the following page:

- North White Street and Royal Mill Avenue
- Royal Mill Avenue and N Franklin Street
- Royal Mill Avenue and Flaherty Avenue

Refer to Appendix A for the approved scoping documentation.

1.2. Proposed Land Use and Site Access

The site is expected be located south of North White Street and east of Royal Mill Avenue. The proposed development, anticipated to be completed in 2024, is assumed to consist of the following uses:

- A maximum of 65 apartment units
- A maximum of 34,000 square feet (s.f.) of retail space
- A maximum of 10,000 s.f. of restaurant

Site access is proposed via one (1) full movement driveway along Royal Mill Avenue and one (1) full movement driveway along North White Street. Refer to Figure 2 for a copy of the preliminary site plan.

1.3. Adjacent Land Uses

The proposed development is located in an area consisting primarily of residential development.

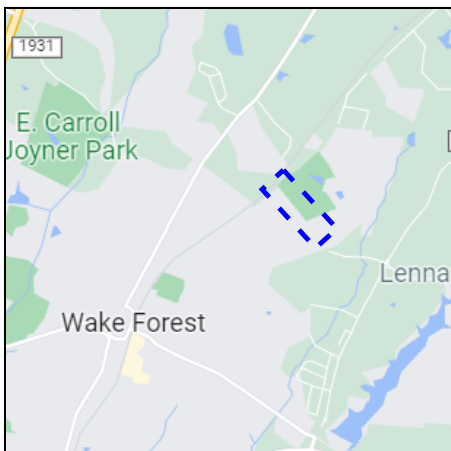
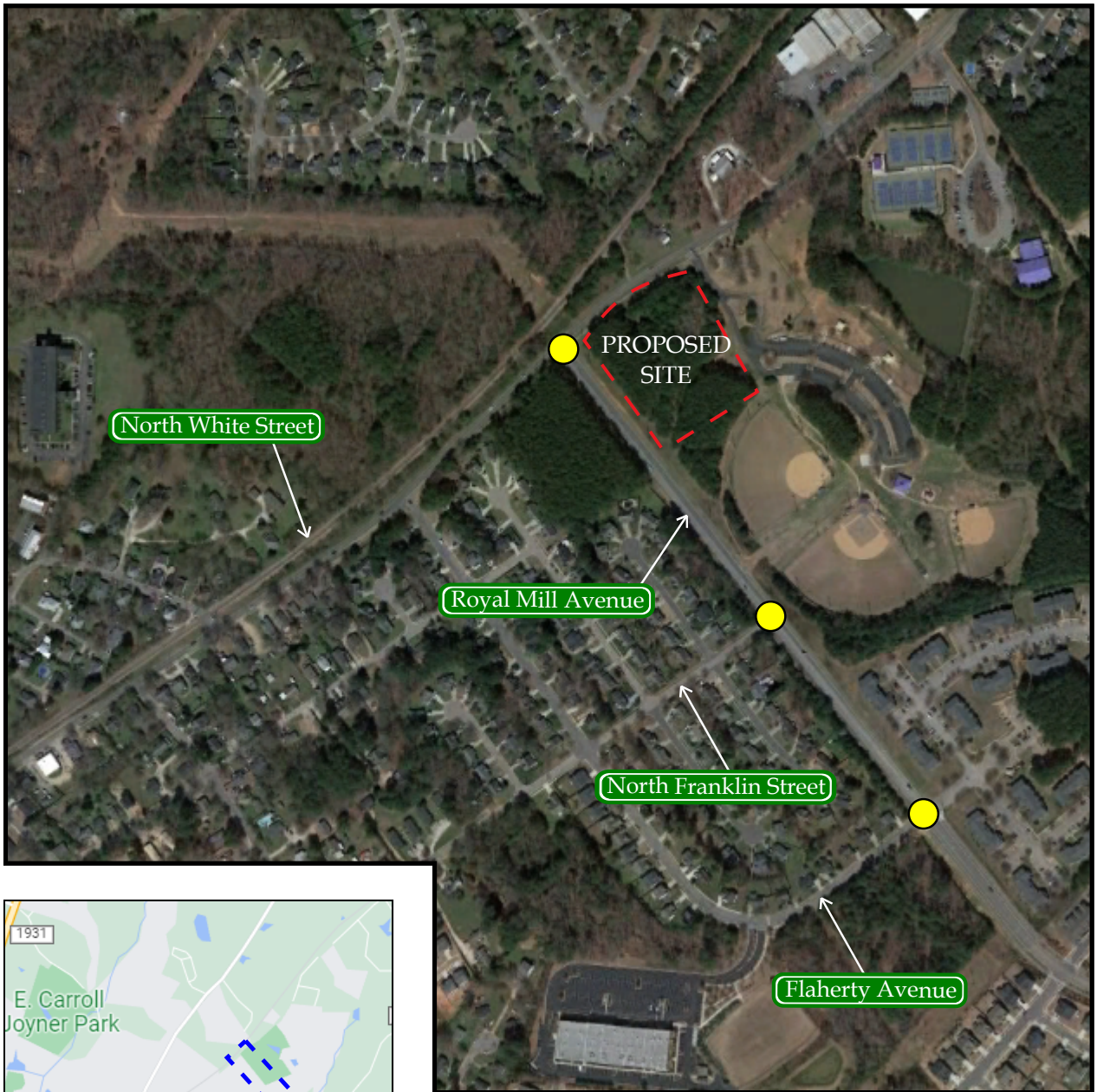
1.4. Existing Roadways

Existing lane configurations (number of traffic lanes on each intersection approach), speed limits, storage capacities, and other intersection and roadway information within the study area are shown in Figure 3. Table 1, on the following page, provides a summary of this information, as well.

Table 1: Existing Roadway Inventory

Road Name	Route Number	Typical Cross Section	Speed Limit	AADT (vpd)
North White Street	SR 1941	2-lane undivided	45 mph	4,600 ¹
Royal Mill Avenue	N/A	2-lane undivided	25 mph	3,240 ²
North Franklin Street	N/A	2-lane undivided	Not Posted	270 ²
Flaherty Avenue	N/A	2-lane undivided	25 mph	860 ²

¹ADT from 2017²ADT based on the traffic counts from 2022 and assuming the weekday PM peak hour volume is 10% of the average daily traffic.



LEGEND

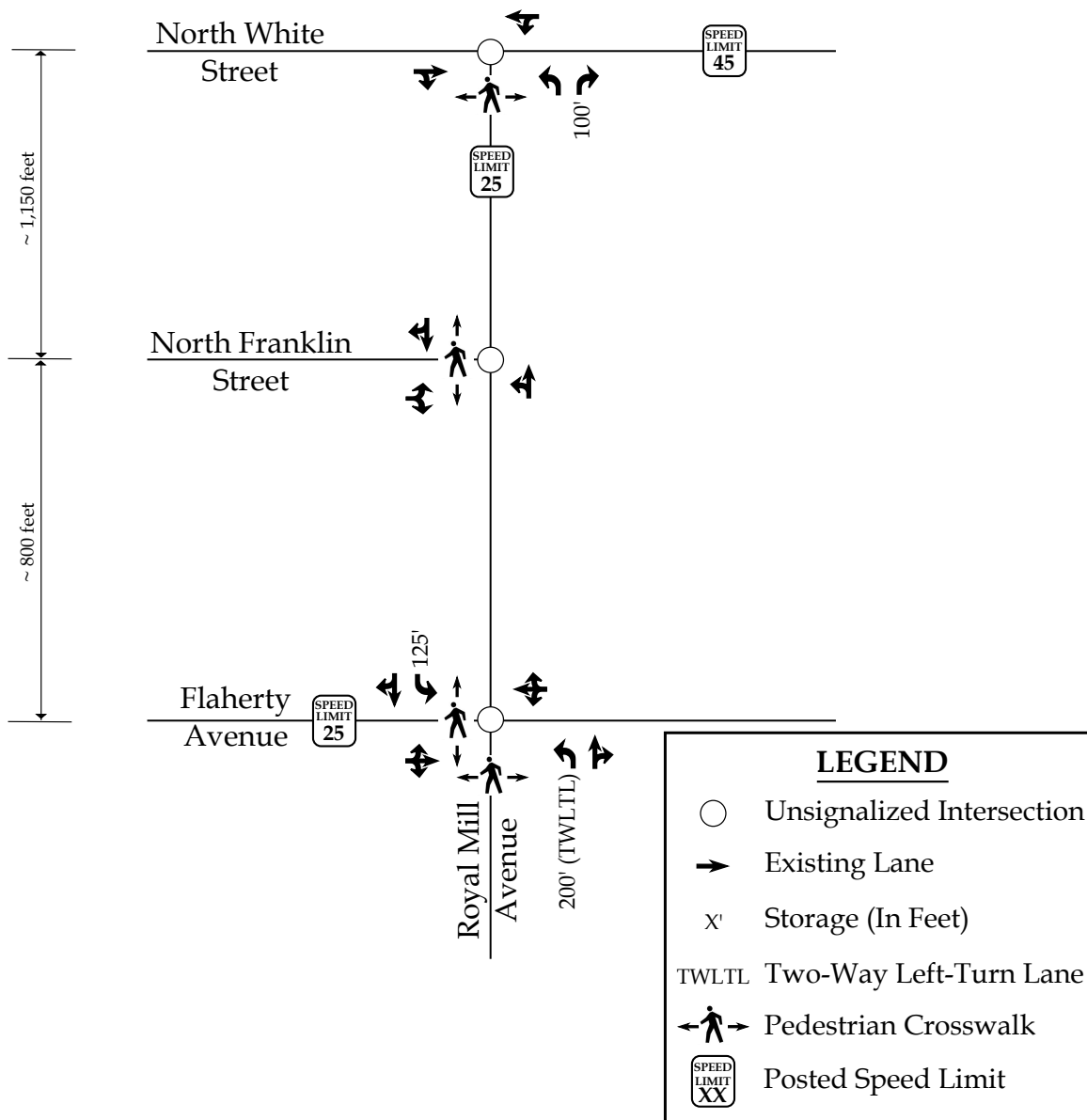
- Study Intersection
- ▬▬▬ Study Area



White Street Mixed-Use
Wake Forest, NC

Site Location Map

Scale: Not to Scale Figure 1



White Street Mixed-Use
Wake Forest, NC

2022 Existing
Lane Configurations

Scale: Not to Scale

Figure 3

2. 2022 EXISTING PEAK HOUR CONDITIONS

2.1. 2022 Existing Peak Hour Traffic Volumes

Existing peak hour traffic volumes were determined based on traffic counts conducted at the study intersections listed below, in November of 2022 during a typical weekday AM (7:00 AM – 9:00 AM) and PM (4:00 PM – 6:00 PM) peak periods, while schools were in session:

- North White Street and Royal Mill Avenue
- Royal Mill Avenue and North Franklin Street
- Royal Mill Avenue and Flaherty Avenue

Refer to Figure 4 for 2022 existing weekday AM and PM peak hour traffic volumes. A copy of the count data is located in Appendix B of this report.

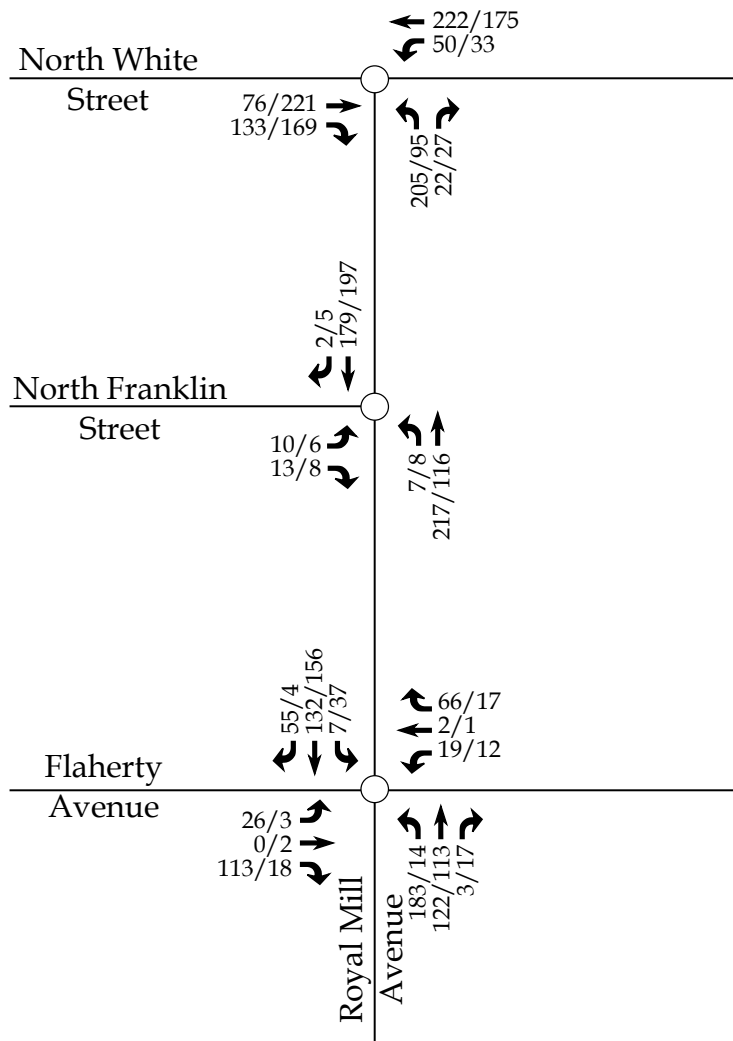
2.2. Analysis of 2022 Existing Peak Hour Traffic Conditions

The 2022 existing weekday AM and PM peak hour traffic volumes were analyzed to determine the current levels of service at the study intersections under existing roadway conditions. The results of the analysis are presented in Section 7 of this report.



LEGEND

- Unsignalized Intersection
- X / Y → Weekday AM / PM Peak Hour Traffic



Note: Based on NCDOT Congestion Management guidelines, a volume of 4 vehicles per hour (vph) was analyzed for any movement with less than 4 vph.



White Street Mixed-Use
Wake Forest, NC

2022 Existing
Peak Hour Traffic

Scale: Not to Scale

Figure 4

3. 2024 NO-BUILD PEAK HOUR CONDITIONS

In order to account for growth of traffic and subsequent traffic conditions at a future year, no-build traffic projections are needed. No-build traffic is the component of traffic due to the growth of the community and surrounding area that is anticipated to occur regardless of whether or not the proposed development is constructed. No-build traffic is comprised of existing traffic growth within the study area and additional traffic created as a result of adjacent approved developments.

3.1. Ambient Traffic Growth

Through coordination with the Town and NCDOT, it was determined that an annual growth rate of 3% would be used to generate 2024 projected weekday AM and PM peak hour traffic volumes. Refer to Figure 5 for 2024 projected peak hour traffic.

3.2. Adjacent Development Traffic

Through coordination with the Town and NCDOT, the following adjacent developments were identified to be included as an approved adjacent development in this study:

- Pines at Wake Forest
- Hawthorne at Traditions

Table 2, on the following page, provides a summary of the adjacent developments.

Table 2: Adjacent Development Information

Development Name	Location	Build-Out Year	Land Use / Intensity	TIA Performed
Pines at Wake Forest	South of Royal Mill Avenue and east of Flaherty Avenue	N/A <i>Expected prior to the build-out of the proposed White Street Mixed-Use Development</i>	99 apartment units	N/A <i>Trips generated and applied to roadway network</i>
Hawthorne at Traditions	North of Royal Mill Avenue and west of Gilcrest Farm Road	N/A <i>Expected prior to the build-out of the proposed White Street Mixed-Use Development</i>	272 apartment units	N/A <i>Trips generated and applied to roadway network</i>

It should be noted that the adjacent developments and adjacent development trips were approved, during scoping, by the Town and NCDOT. Adjacent development trips are shown in Figure 6. Refer to Appendix A for the approved scoping documentation. Adjacent development information can be found in Appendix C.

3.3. Future Roadway Improvements

Based on coordination with the NCDOT and the Town, it was determined there were no future roadway improvements to consider with this study.

3.4. 2024 No-Build Peak Hour Traffic Volumes

The 2024 no-build traffic volumes were determined by projecting the 2022 existing peak hour traffic to the year 2024 and adding the adjacent development trips. Refer to Figure 7 for an illustration of the 2024 no-build peak hour traffic volumes at the study intersections.

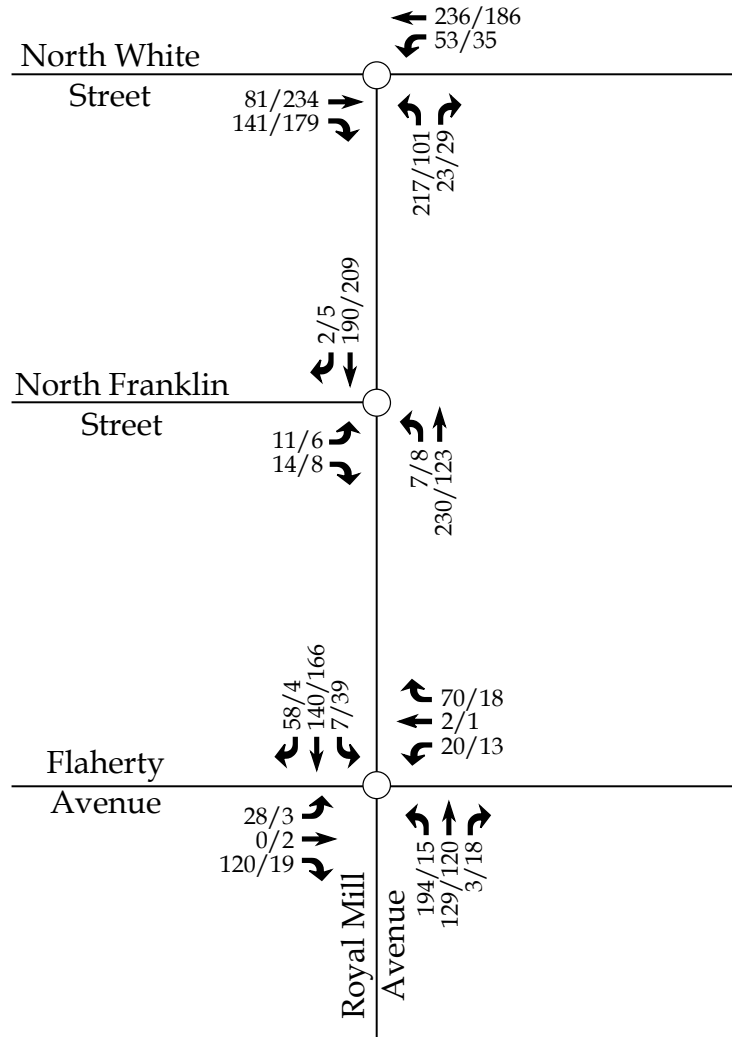
3.5. Analysis of 2024 No-Build Peak Hour Traffic Conditions

The 2024 no-build AM and PM peak hour traffic volumes at the study intersections were analyzed with future geometric roadway conditions and traffic control. The analysis results are presented in Section 7 of this report.



LEGEND

- Unsignalized Intersection
- X / Y → Weekday AM / PM Peak Hour Traffic



White Street Mixed-Use
Wake Forest, NC

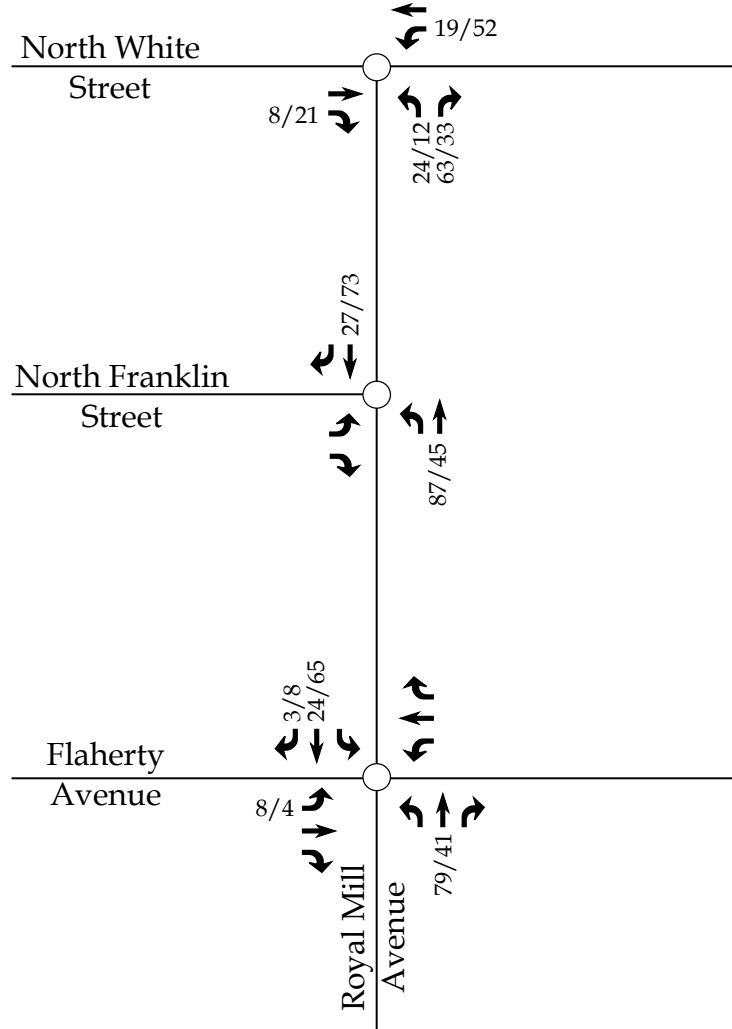
2024 Projected
Peak Hour Traffic

Scale: Not to Scale

Figure 5

LEGEND

- Unsignalized Intersection
- X / Y → Weekday AM / PM Peak Hour Adjacent Development Trips



White Street Mixed-Use
Wake Forest, NC

Peak Hour Adjacent
Development Trips

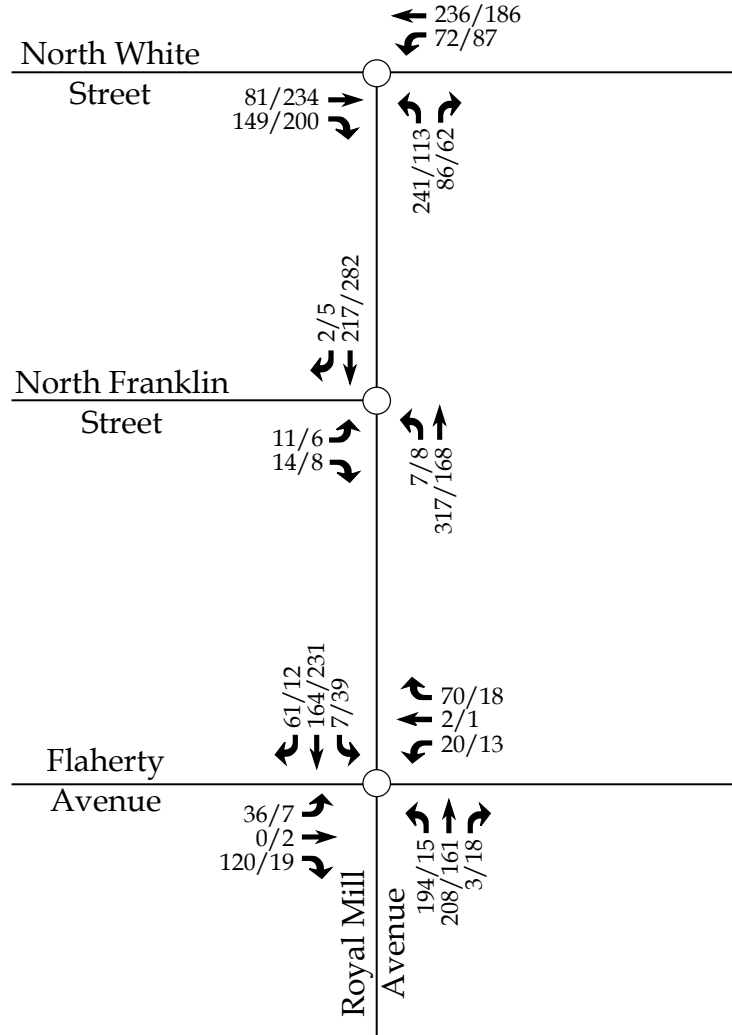
Scale: Not to Scale

Figure 6



LEGEND

- Unsignalized Intersection
- X / Y → Weekday AM / PM Peak Hour Traffic



Note: Based on NCDOT Congestion Management guidelines, a volume of 4 vehicles per hour (vph) was analyzed for any movement with less than 4 vph.



White Street Mixed-Use
Wake Forest, NC

2024 No-Build
Peak Hour Traffic

Scale: Not to Scale

Figure 7

4. SITE TRIP GENERATION AND DISTRIBUTION

4.1. Trip Generation

The proposed development is assumed to consist of a maximum of 65 apartment units, a maximum of 34,000 s.f. retail space, and a maximum of 10,000 s.f. restaurant space. Average weekday daily, AM peak hour, and PM peak hour trips for the proposed development were estimated using methodology contained within the ITE *Trip Generation Manual*, 11th Edition. Table 3 provides a summary of the trip generation potential for the site.

Table 3: Trip Generation Summary

Land Use (ITE Code)	Intensity	Daily Traffic (vpd)	Weekday AM Peak Hour Trips (vph)		Weekday PM Peak Hour Trips (vph)	
			Enter	Exit	Enter	Exit
High Turnover Restaurant (932)	10,000 s.f.	1,072	53	43	55	36
Strip Retail Plaza (<40k) (822)	34,000 s.f.	1,664	48	32	112	112
Multifamily Housing Low-Rise (220)	65 units	492	10	33	31	18
Total Trips		3,228	111	108	198	166
<i>Internal Capture (14% AM, 19% PM)</i>			-15	-15	-38	-32
Total External Trips			96	93	160	134
<i>Pass-By Trips: Shopping Center (34% PM); High Turnover Restaurant (43% PM)</i>			--	--	-46	-46
Total Primary Trips			96	93	114	88

It is estimated that the proposed development will generate approximately 3,228 total site trips on the roadway network during a typical 24-hour weekday period. Of the daily traffic volume, it is anticipated that 219 trips (111 entering and 108 exiting) will occur during the weekday AM peak hour and 364 trips (198 entering and 166 exiting) will occur during the weekday PM peak hour.

Internal capture of trips between the residential and retail uses was considered in this study. Internal capture is the consideration for trips that will be made within the site between

different land uses, so the vehicle technically never leaves the internal site but can still be considered as a trip to that specific land use. Internal capture typically only considers trips between residential, office, and retail/restaurant land uses. Based on NCHRP Report 684 methodology, a weekday AM peak hour internal capture of 14% was applied to the total trips and weekday PM peak hour internal capture rate of 19% was applied to the total trips. The internal capture reductions are expected to account for approximately 30 trips (15 entering and exiting) during the weekday AM peak hour and 70 trips (38 entering and 32 exiting) during the weekday PM peak hour.

Pass-by trips were also taken into consideration in this study. Pass-by trips are made by the traffic already using the adjacent roadway, entering the site as an intermediate stop on their way to another destination. Pass-by percentages are applied to site trips after adjustments for internal capture. Pass-by trips are expected to account for approximately 92 trips (46 entering and 46 exiting) during the weekday PM peak hour. It should be noted that the pass-by trips were balanced, as it is likely that these trips would enter and exit in the same hour.

The total primary site trips are the calculated site trips after the reduction for internal capture and pass-by trips. Primary site trips are expected to generate approximately 189 trips (96 entering and 93 exiting) during the weekday AM peak hour and 202 trips (114 entering and 88 exiting) during the weekday PM peak hour.

4.2. Site Trip Distribution and Assignment

Trip distribution percentages used in assigning site traffic for this development were estimated based on a combination of existing traffic patterns, population centers adjacent to the study area, and engineering judgment. The distribution utilized below were reviewed and approved as part of the Memorandum of Understanding (MOU). Refer to Appendix A for a copy of the approved scoping documentation

It is estimated that the residential site trips will be regionally distributed as follows:

- 50% to/from the west via North White Street
- 30% to/from the south via Royal Mill Avenue

- 20% to/from the east via North White Street

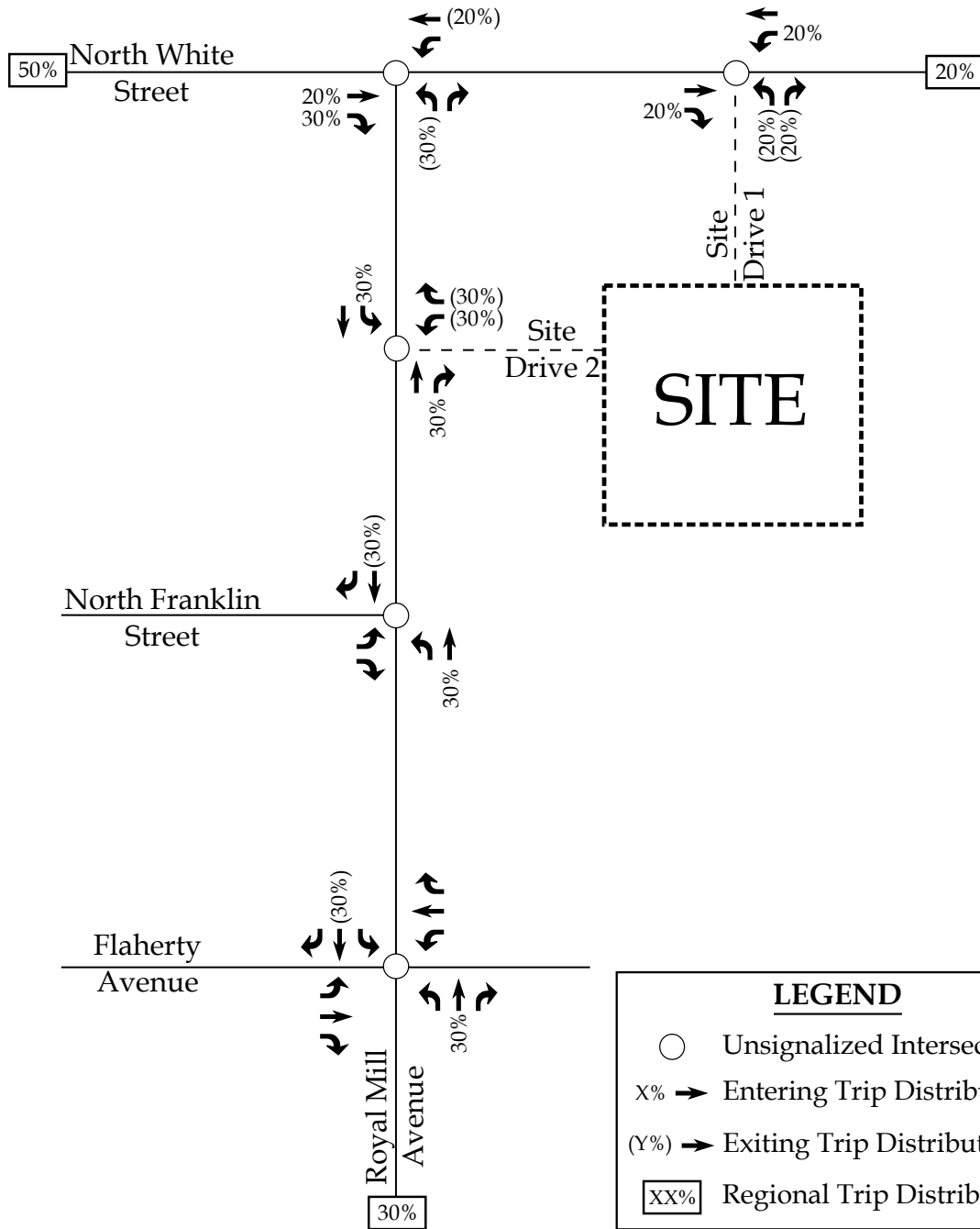
It is estimated that the commercial site trips will be regionally distributed as follows:

- 30% to/from the east via North White Street
- 30% to/from the south via Royal Mill Avenue
- 25% to/from the west via North White Street
- 5% to/from the west via North Franklin Street
- 5% to/from the west via Flaherty Avenue
- 5% to/from the east via Flaherty Avenue

The residential site trip distribution is shown in Figure 8a and the commercial site trip distribution is shown in Figure 8b. Refer to Figure 9a for the residential site trip assignment and Figure 9b for the commercial site trip assignment.

The pass-by site trips were distributed based on existing traffic patterns with consideration given to the proposed driveway access and site layout. Refer to Figure 10 for the pass-by site trip distribution. This distribution utilized was reviewed and approved as part of the MOU. Refer to Appendix A for a copy of the approved scoping documentation Pass-by site trips are shown in Figure 11.

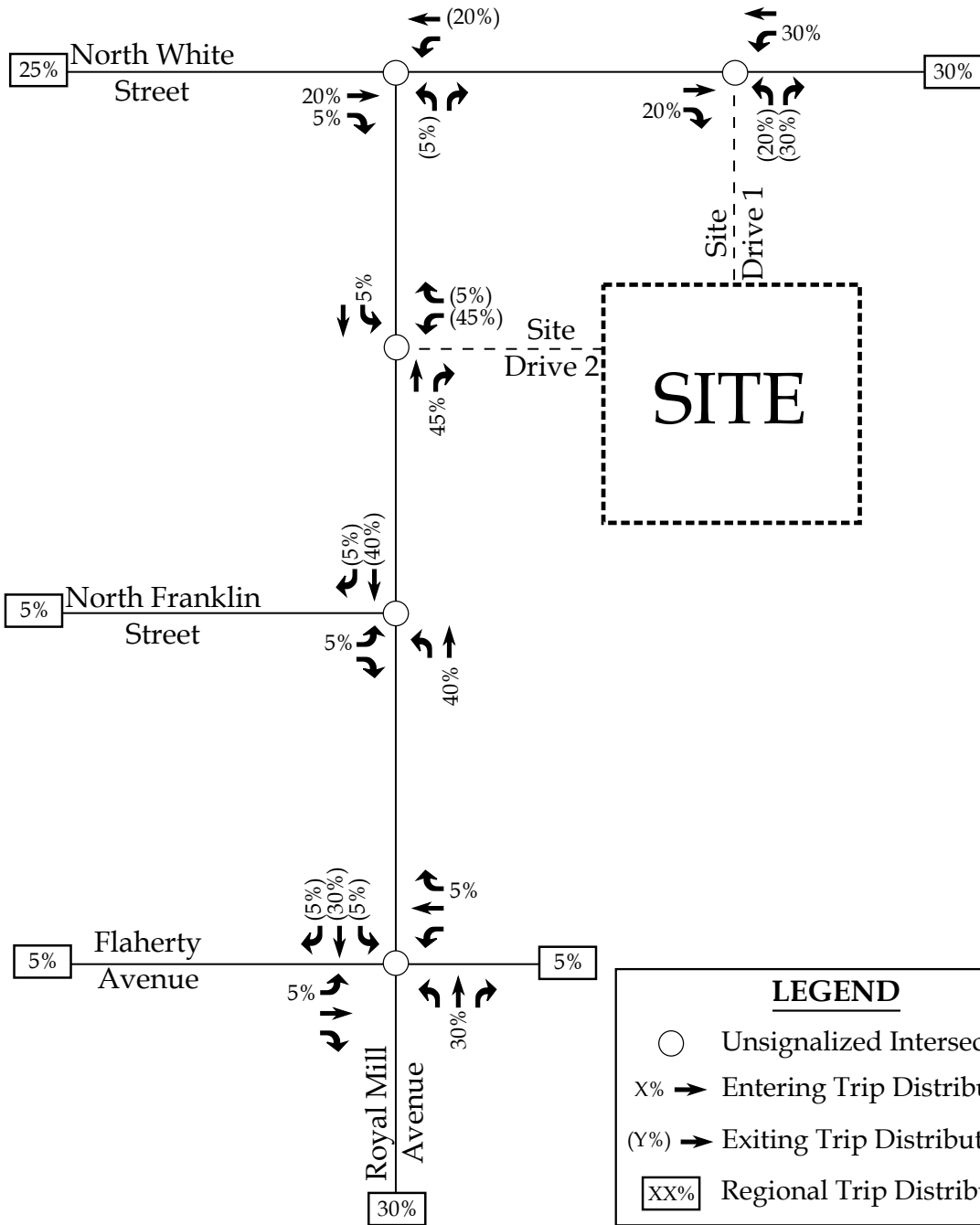
The total site trips were determined by adding the primary site trips and the pass-by site trips. Refer to Figure 12 for the total peak hour site trips at the study intersections.



White Street Mixed-Use
Wake Forest, NC

Residential Site Trip
Distribution

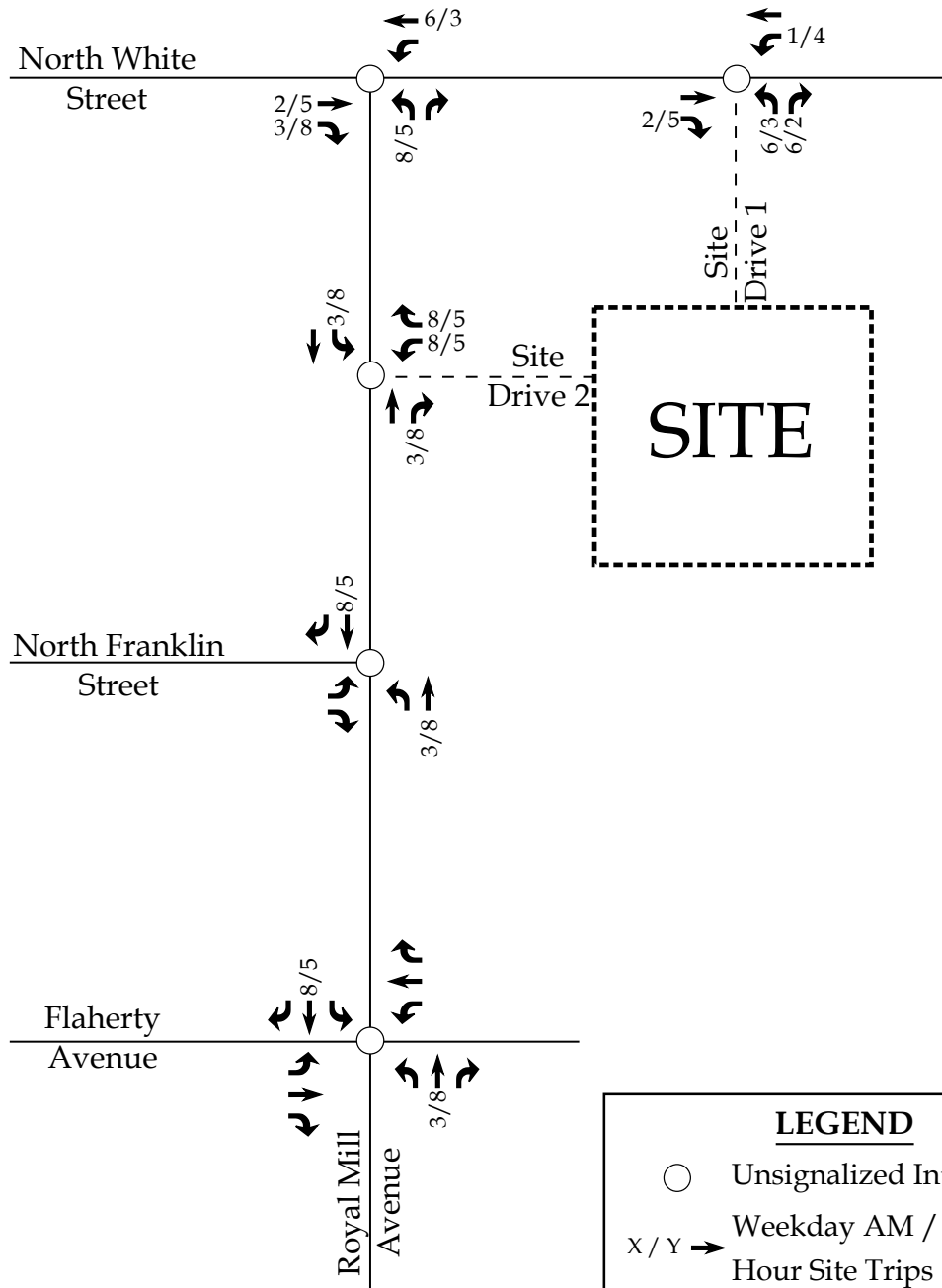
Scale: Not to Scale Figure 8a



White Street Mixed-Use
Wake Forest, NC

Commercial Site Trip
Distribution

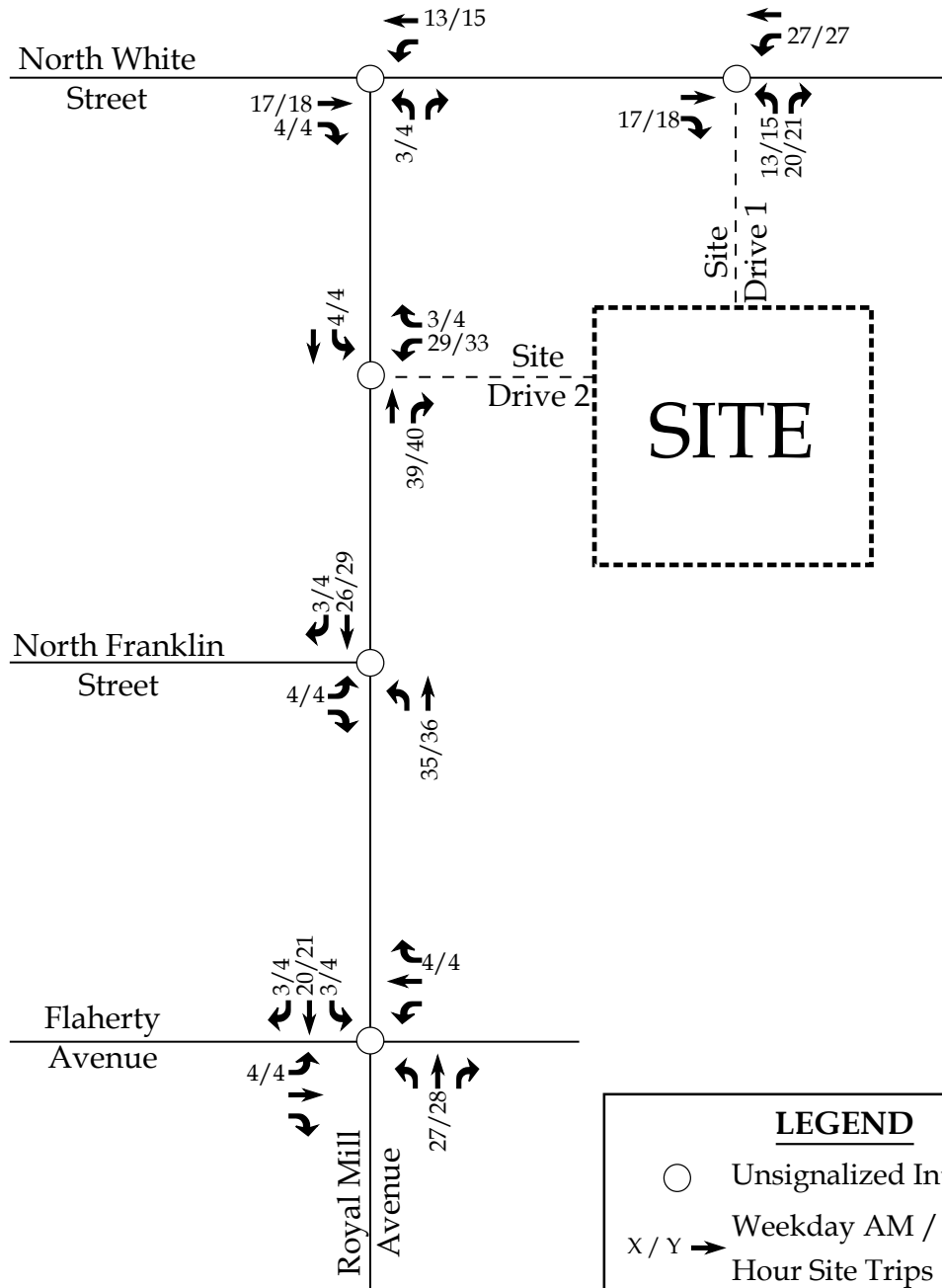
Scale: Not to Scale Figure 8b



White Street Mixed-Use
Wake Forest, NC

Residential Site Trip
Assignment

Scale: Not to Scale Figure 9a

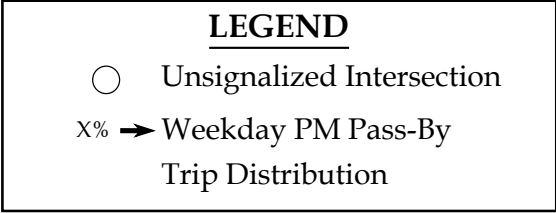


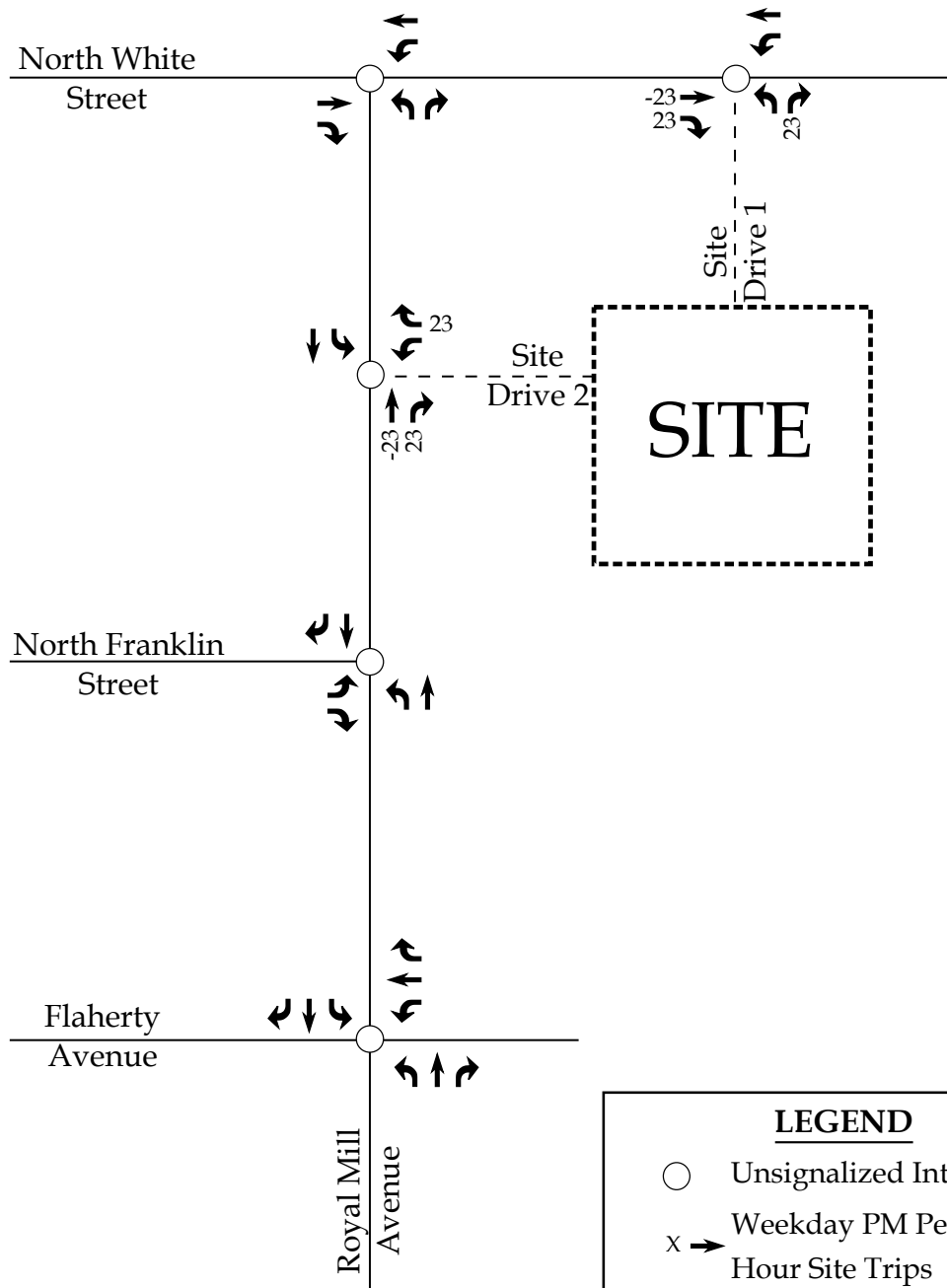
LEGEND

○ Unsignalized Intersection

X / Y → Weekday AM / PM Peak Hour Site Trips

	White Street Mixed-Use Wake Forest, NC		Commercial Site Trip Assignment	
			Scale: Not to Scale	Figure 9b

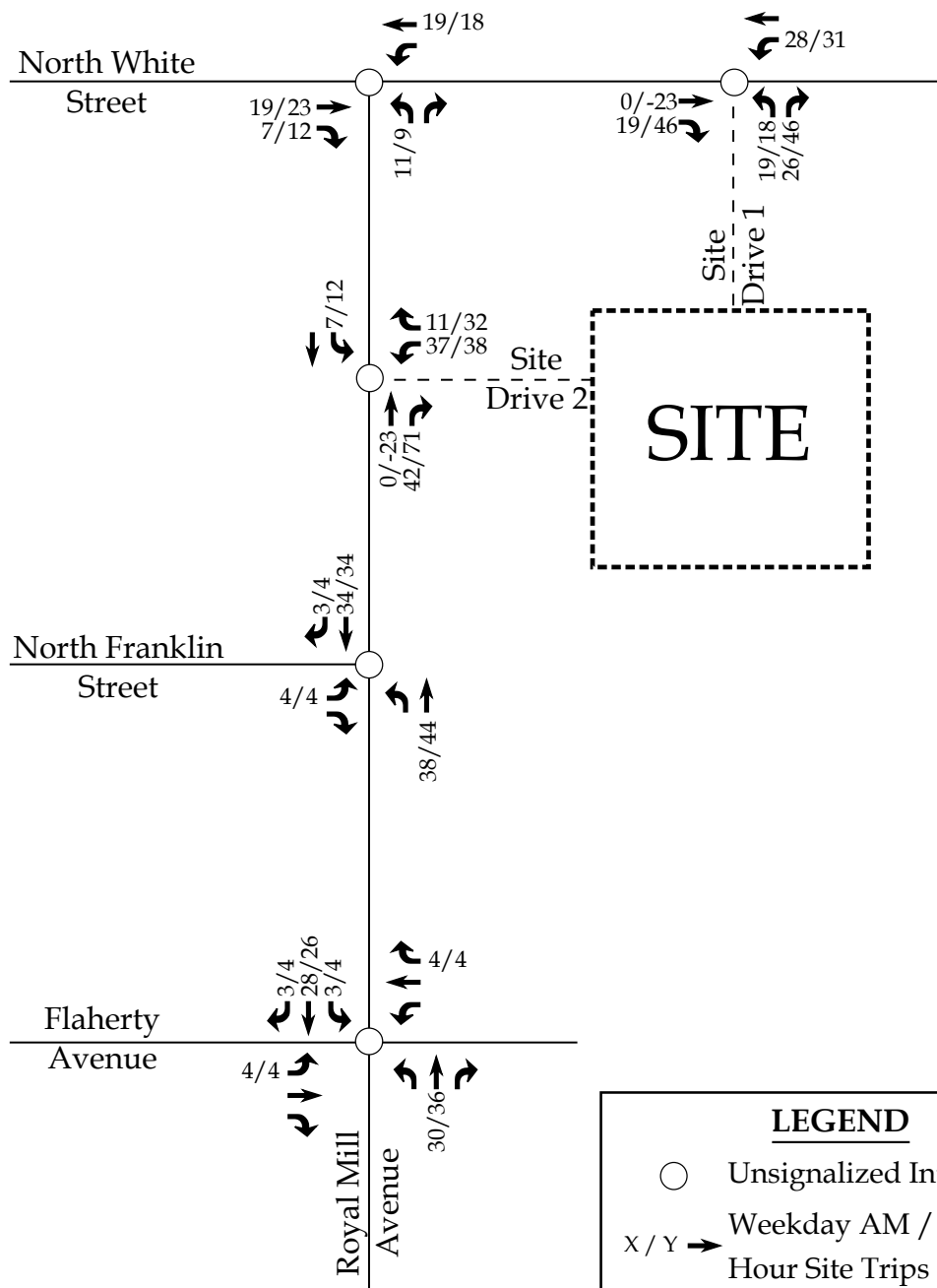




White Street Mixed-Use
Wake Forest, NC

Pass-By Site
Trip Assignment

Scale: Not to Scale Figure 11



White Street Mixed-Use
Wake Forest, NC

Total Site Trip
Assignment

Scale: Not to Scale

Figure 12

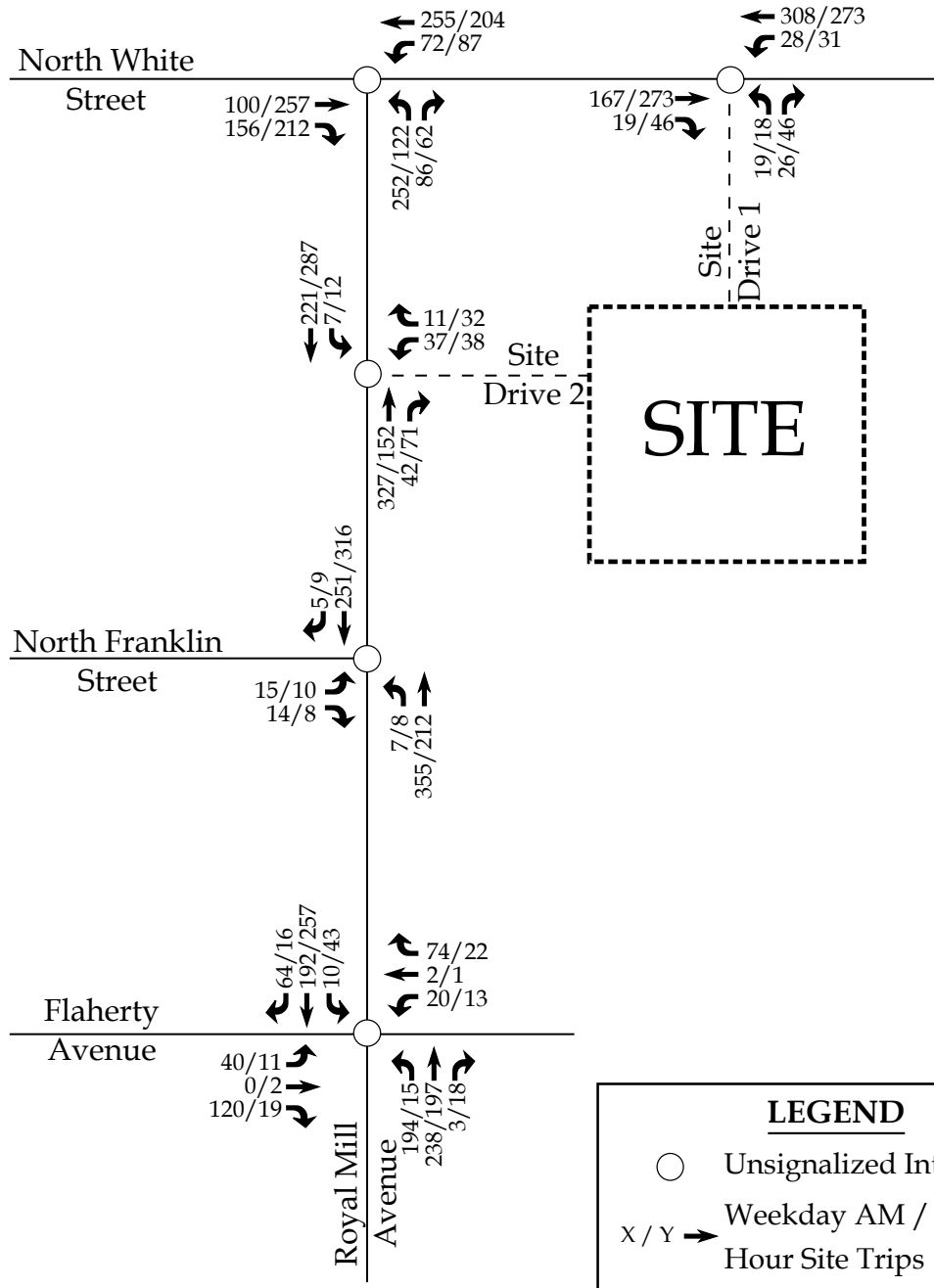
5. 2024 BUILD TRAFFIC CONDITIONS

5.1. 2024 Build Peak Hour Traffic Volumes

To estimate traffic conditions with the site fully built-out, the total site trips were added to the 2024 no-build traffic volumes to determine the 2024 build traffic volumes. Refer to Figure 13 for an illustration of the 2024 build peak hour traffic volumes with the proposed site fully developed.

5.2. Analysis of 2024 Build Peak Hour Traffic Conditions

Study intersections were analyzed with the 2024 build traffic volumes using the same methodology previously discussed for existing and no-build traffic conditions. Intersections were analyzed with improvements necessary to accommodate future traffic volumes. The results of the capacity analysis for each intersection are presented in Section 7 of this report.



White Street Mixed-Use
Wake Forest, NC

2024 Build
Peak Hour Traffic

Scale: Not to Scale Figure 13

6. TRAFFIC ANALYSIS PROCEDURE

Study intersections were analyzed using the methodology outlined in the *Highway Capacity Manual* (HCM), 6th Edition published by the Transportation Research Board. Capacity and level of service are the design criteria for this traffic study. A computer software package, Synchro (Version 11), was used to complete the analyses for the study area intersections. Please note that the unsignalized capacity analysis does not provide an overall level of service for an intersection; only delay for an approach with a conflicting movement.

The HCM defines capacity as “the maximum hourly rate at which persons or vehicles can reasonably be expected to traverse a point or uniform section of a lane or roadway during a given time period under prevailing roadway, traffic, and control conditions.” Level of service (LOS) is a term used to represent different driving conditions and is defined as a “qualitative measure describing operational conditions within a traffic stream, and their perception by motorists and/or passengers.” Level of service varies from Level “A” representing free flow, to Level “F” where breakdown conditions are evident. Refer to Table 4 for HCM levels of service and related average control delay per vehicle for both signalized and unsignalized intersections. Control delay as defined by the HCM includes “initial deceleration delay, queue move-up time, stopped delay, and final acceleration delay”. An average control delay of 50 seconds at a signalized intersection results in LOS “D” operation at the intersection.

Table 4: Highway Capacity Manual – Levels-of-Service and Delay

UNSIGNALIZED INTERSECTION	
LEVEL OF SERVICE	AVERAGE CONTROL DELAY PER VEHICLE (SECONDS)
A	0-10
B	10-15
C	15-25
D	25-35
E	35-50
F	>50

6.1. Adjustments to Analysis Guidelines

Capacity analysis at all study intersections was completed according to the Town of Wake Forest (Town) UDO Guidelines and NCDOT Congestion Management Guidelines.

7. CAPACITY ANALYSIS

7.1. North White Street and Royal Mill Avenue

The existing unsignalized intersection of North White Street and Royal Mill Avenue was analyzed under 2022 existing, 2024 no-build, and 2024 build traffic conditions with the lane configurations and traffic control shown in Table 5. Refer to Table 5 for a summary of the analysis results. Refer to Appendix D for the Synchro capacity analysis reports and Appendix I for the SimTraffic queuing reports.

Table 5: Analysis Summary of North White Street and Royal Mill Avenue

ANALYSIS SCENARIO	APPROACH	LANE CONFIGURATIONS	WEEKDAY AM PEAK HOUR LEVEL OF SERVICE		WEEKDAY PM PEAK HOUR LEVEL OF SERVICE	
			Approach	Overall (seconds)	Approach	Overall (seconds)
2022 Existing	EB	1 TH-RT	--	N/A	--	N/A
	WB	1 LT-TH	A ¹		A ¹	
	NB	1 LT, 1 RT	C ²		B ²	
2024 No-Build	EB	1 TH-RT	--	N/A	--	N/A
	WB	1 LT-TH	A ¹		A ¹	
	NB	1 LT, 1 RT	C ²		C ²	
2024 Build	EB	1 TH-RT	--	N/A	--	N/A
	WB	1 LT-TH	A ¹		A ¹	
	NB	1 LT, 1 RT	D ²		C ²	

1. Level of service for major-street left-turn movement.
2. Level of service for minor-street approach.

Capacity analysis of all traffic conditions indicates the major street left-turn movement at the intersection of North White Street and Royal Mill Avenue is expected to operate at LOS A during both the weekday AM and PM peak hours. The minor-street approach is expected to operate at LOS D or better under all analysis scenarios during the weekday AM peak hour and LOS C or better during the weekday PM peak hour.

The proposed development is expected to add approximately 6% of the total traffic at this intersection during the weekday AM peak hour and less than 7% of the total traffic at this intersection during the weekday PM peak hour. While the LOS is expected to degrade one level during the AM peak hour when comparing build to no-build traffic conditions, the delay

is expected to increase by less than 5 seconds. No improvements are recommended by the developer due to acceptable levels of service and low traffic impact at this intersection.

7.2. Royal Mill Avenue and North Franklin Street

The existing all-way stop-controlled intersection of Royal Mill Avenue and North Franklin Street was analyzed under 2022 existing, 2024 no-build, and 2024 build traffic conditions with the lane configurations and traffic control show in Table 6. Refer to Table 6 for a summary of the analysis results. Refer to Appendix E for the Synchro capacity analysis reports and Appendix I for the SimTraffic queuing reports.

Table 6: Analysis Summary of Royal Mill Avenue and North Franklin Street

ANALYSIS SCENARIO	APPROACH	LANE CONFIGURATIONS	WEEKDAY AM PEAK HOUR LEVEL OF SERVICE		WEEKDAY PM PEAK HOUR LEVEL OF SERVICE	
			Approach	Overall (seconds)	Approach	Overall (seconds)
2022 Existing	EB	1 LT-RT	A	A (9)	A	A (8)
	NB	1 LT-TH	A		A	
	SB	1 TH-RT	A		A	
2024 No-Build	EB	1 LT-RT	A	A (10)	A	A (9)
	NB	1 LT-TH	B		A	
	SB	1 TH-RT	A		A	
2024 Build	EB	1 LT-RT	A	B (11)	A	A (10)
	NB	1 LT-TH	B		A	
	SB	1 TH-RT	A		B	

Capacity analysis of all traffic conditions indicates the all-way stop controlled intersection of Royal Mill Avenue and North Franklin Street is expected to operate at an overall LOS B or better during the weekday AM and PM peak hours. It is important to note that during the weekday AM peak hour, the overall LOS is expected to degrade from LOS A to LOS B from 2024 no-build to 2024 build traffic conditions; however, delay is only expected to increase by approximately one second. Based on SimTraffic queuing report, queuing is expected to be minimal. No improvements are recommended at this intersection due to acceptable levels of service and minimal queuing.

7.3. Royal Mill Avenue and Flaherty Avenue

The existing unsignalized intersection of Royal Mill Avenue and Flaherty Avenue was analyzed under 2022 existing, 2024 no-build, and 2024 build traffic conditions with the lane configurations and traffic control shown in Table 7. Refer to Table 7 for a summary of the analysis results. Refer to Appendix F for the Synchro capacity analysis reports and Appendix I for the SimTraffic queuing reports.

Table 7: Analysis Summary of Royal Mill Avenue and Flaherty Avenue

ANALYSIS SCENARIO	APPROACH	LANE CONFIGURATIONS	WEEKDAY AM PEAK HOUR LEVEL OF SERVICE		WEEKDAY PM PEAK HOUR LEVEL OF SERVICE	
			Approach	Overall (seconds)	Approach	Overall (seconds)
2022 Existing	EB	1 LT-TH-RT	B ²	N/A	B ²	N/A
	WB	1 LT-TH-RT	B ²		B ²	
	NB	1 LT, 1 TH-RT	A ¹		A ¹	
	SB	1 LT, 1 TH-RT	A ¹		A ¹	
2024 No-Build	EB	1 LT-TH-RT	C ²	N/A	B ²	N/A
	WB	1 LT-TH-RT	C ²		B ²	
	NB	1 LT, 1 TH-RT	A ¹		A ¹	
	SB	1 LT, 1 TH-RT	A ¹		A ¹	
2024 Build	EB	1 LT-TH-RT	C ²	N/A	B ²	N/A
	WB	1 LT-TH-RT	C ²		B ²	
	NB	1 LT, 1 TH-RT	A ¹		A ¹	
	SB	1 LT, 1 TH-RT	A ¹		A ¹	

1. Level of service for major-street left-turn movement.

2. Level of service for minor-street approach.

Capacity analysis of all traffic conditions indicates the and major-street left-turn movements are expected to operate at LOS A during the weekday AM and PM peak hours. The minor-street approaches are expected to operate at LOS C or better during the weekday AM peak hour and LOS B during the weekday PM peak hour under all traffic conditions. Based on SimTraffic queuing reports, existing storages are expected to accommodate future traffic volumes. Due to acceptable levels of service and minimal queuing no improvements are recommended at this intersection by the developer.

7.4. North White Street and Site Drive 1

The proposed unsignalized intersection of North White Street and Site Drive 1 was analyzed under 2024 build traffic conditions with the lane configurations and traffic control shown in Table 8. Refer to Table 8 for a summary of the analysis results. Refer to Appendix G for the Synchro capacity analysis reports and Appendix I for the SimTraffic queuing reports.

Table 8: Analysis Summary of Royal Mill Avenue and Site Drive 1

ANALYSIS SCENARIO	APPROACH	LANE CONFIGURATIONS	WEEKDAY AM PEAK HOUR LEVEL OF SERVICE		WEEKDAY PM PEAK HOUR LEVEL OF SERVICE	
			Approach	Overall (seconds)	Approach	Overall (seconds)
2024 Build	EB WB NB	1 TH-RT 1 LT, 1 TH 1 LT-RT	-- A ¹ B ²	N/A	-- A ¹ B ²	N/A

Improvements to lane configurations are shown in bold.

1. Level of service for major-street left-turn movement.
2. Level of service for minor-street approach.

Capacity analysis of 2024 build traffic conditions indicates the minor-street approach and the major-street left-turn movements at the proposed intersection of North White Street and Site Drive 1 are expected to operate at LOS B or better during the weekday AM and PM peak hours.

Exclusive left- and right-turn lanes were considered based on the NCDOT *Policy on Street and Driveway Access to North Carolina Highways*. An exclusive westbound left-turn lane with at least 50 feet of full width storage is recommended at this intersection. An exclusive right-turn lane is not recommended at this intersection due to acceptable levels of service and low number of trips utilizing the right-turn movement at this intersection. Refer to Appendix J for a copy of the Turn Lane Warrant (TLW) chart.

7.5. Royal Mill Avenue and Site Drive 2

The proposed unsignalized intersection of Royal Mill Avenue and Site Drive 2 was analyzed under 2024 build traffic conditions with the lane configurations and traffic control shown in Table 9. Refer to Table 9 for a summary of the analysis results. Refer to Appendix H for the Synchro capacity analysis reports and Appendix I for the SimTraffic queuing reports.

Table 9: Analysis Summary of Royal Mill Avenue and Site Drive 2

ANALYSIS SCENARIO	APPROACH	LANE CONFIGURATIONS	WEEKDAY AM PEAK HOUR LEVEL OF SERVICE		WEEKDAY PM PEAK HOUR LEVEL OF SERVICE	
			Approach	Overall (seconds)	Approach	Overall (seconds)
2024 Build	WB NB SB	1 LT-RT 1 TH-RT 1 LT-TH	B ² -- A ¹	N/A	B ² -- A ¹	N/A

Improvements to lane configurations are shown in bold.

1. Level of service for major-street left-turn movement.
2. Level of service for minor-street approach.

Capacity analysis of 2024 build traffic conditions indicates the minor-street approach and major-street left-turn movement at the proposed intersection of Royal Mill Avenue and Site Drive 2 are expected to operate at LOS B or better during the weekday AM and PM peak hours.

Exclusive left- and right-turn lanes were considered based on the NCDOT *Policy on Street and Driveway Access to North Carolina Highways*; however, the average daily traffic (ADT) along Royal Mill Avenue is below the typical threshold for NCDOT to consider turn lanes. Due to low ADT along Royal Mill Road and turning movements into the site, no turn lanes are recommended at this intersection.

8. CONCLUSIONS

This Traffic Impact Analysis was conducted to determine the potential traffic impacts of the proposed mixed-use development, located in the eastern quadrant at the intersection of North White Street and Royal Mill Avenue in Wake Forest, North Carolina. The proposed development is expected to be built out in 2024. Site access is proposed via one (1) full movement driveway along Royal Mill Avenue and one (1) full movement driveway along North White Street.

The study analyzes traffic conditions during the weekday AM and PM peak hours for the following scenarios:

- 2022 Existing Traffic Conditions
- 2024 No-Build Traffic Conditions
- 2024 Build Traffic Conditions

Trip Generation

It is estimated that the proposed development will generate approximately 189 primary trips (96 entering and 93 exiting) during the weekday AM peak hour and 202 primary trips (114 entering and 88 exiting) during the weekday PM peak hour.

Adjustments to Analysis Guidelines

Capacity analysis at all study intersections was completed according to NCDOT Congestion Management Guidelines. Refer to section 6.1 of this report for a detailed description of any adjustments to these guidelines made throughout the analysis.

Intersection Capacity Analysis Summary

All the study area intersections (including the proposed site driveways) are expected to operate at acceptable levels-of-service under existing and future year conditions. Refer to Section 7 for a summary for each intersection.

9. RECOMMENDATIONS

Based on the findings of this study, specific geometric improvements have been identified and are recommended to accommodate future traffic conditions. See a detailed description of the recommended improvements below. Refer to Figure 14 for an illustration of the recommended lane configuration for the proposed development.

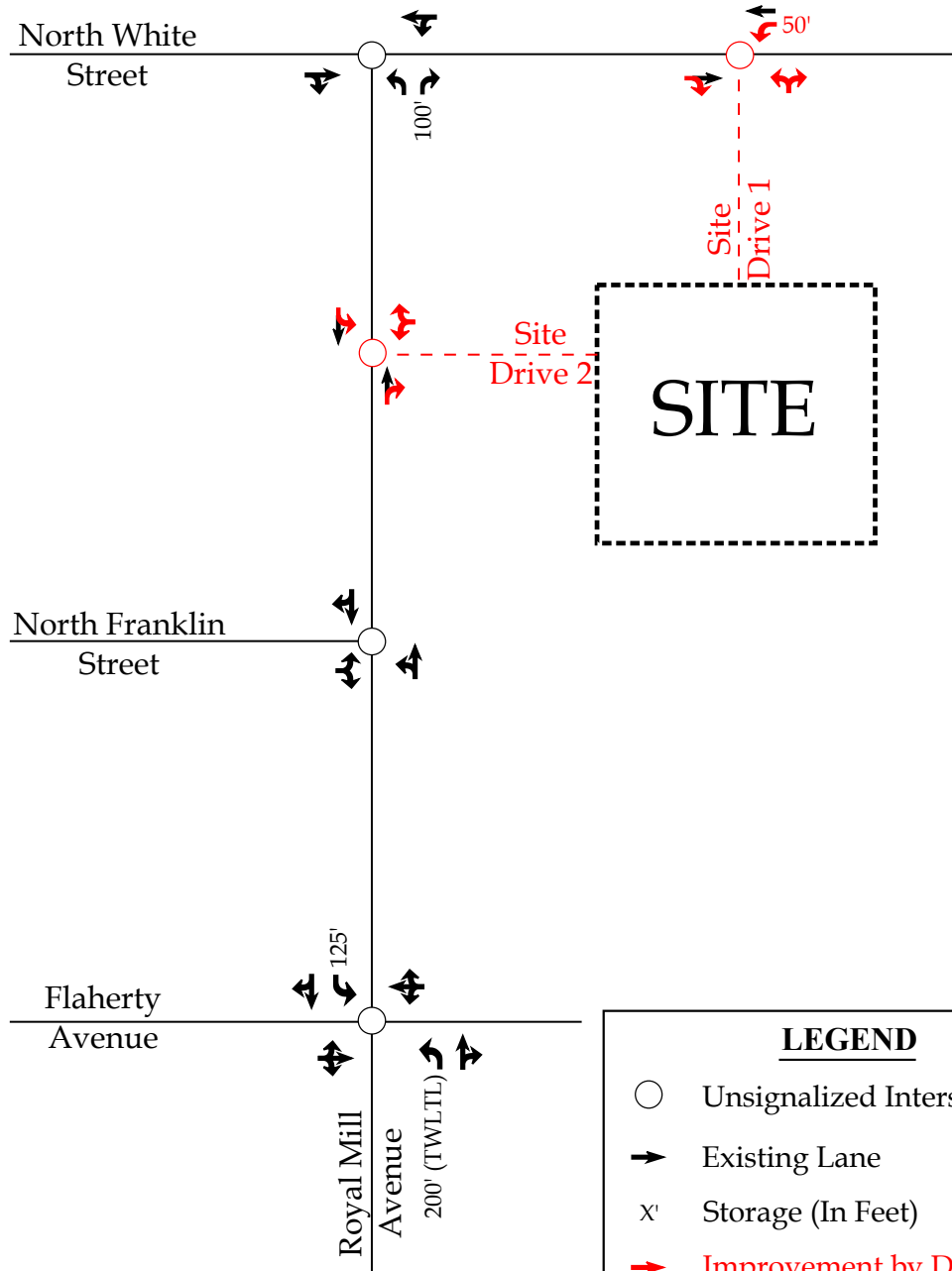
Recommended Improvements by Developer

North White Street and Site Drive 1

- Construct the southern leg (Site Drive 1) with one ingress lane and one egress lane striped as a shared left-/right-turn lane.
- Provide an exclusive westbound left-turn lane along North White Street with at least 50 feet of full width storage.
- Provide stop control for the northbound approach.

Royal Mill Avenue and Site Drive 2

- Construct the eastern leg (Site Drive 2) with one ingress lane and one egress lane striped as a shared left-/right-turn lane.
- Provide stop control for the westbound approach.



White Street Mixed-Use
Wake Forest, NC

Recommended Lane
Configurations

Scale: Not to Scale | Figure 14



TOWN of WAKE FOREST

Report Requirements:

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

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

GENERAL INFORMATION

Applicant: Town of Wake Forest

Owner: Town of Wake Forest

Requested Action: Rezone 3.93 acres on the Town of Wake Forest Zoning Map from Neighborhood Business (NB) to Neighborhood Mixed-Use Conditional District (NMX-CD)

Existing Zoning: Neighborhood Business (NB)

Location: 0 North White Street

Size: 3.93 acres

Tax PIN: 1841966020

Existing Land Use: Undeveloped/Vacant

Applicable Officially Adopted Plans:

The request is generally consistent with the relevant policies in the Comprehensive Plan, and approval of the zoning map request is reasonable and in the public interest.

This report reflects the recommendation of the Planning Board, this the 11th day of March 2025.

Introduced by Planning Board member:

Michael Almqvist

Seconded by Planning Board member:

Matt Davis

Attest:

Karin Kuropas
Karin Kuropas, Planning Board Chair

Jennifer Currin
Jennifer Currin, Planning Director

Community Plan Consistency Grid: RZ 24-04				
POLICIES FOR AFFORDABLE HOUSING		YES	NO	NA
AH-1	Implement Affordable Housing Plan			
POLICIES FOR RESIDENTIAL CHARACTER		YES	NO	NA
RC-1	Encourage single-family attached and multifamily development to incorporate varied building frontages and rooflines, front porches, front yards, and balconies to provide visual interest and complement the scale and character of surrounding single-family neighborhoods			
RC-2	Setbacks of infill development should match the existing context as much as possible as uniform setbacks can help foster a pedestrian-friendly environment			
RC-3	Promote higher density infill and redevelopment within older established neighborhoods to provide greater housing choices while matching the scale and character of existing properties			
RC-4	Promote higher density housing along key corridors and surrounding activity centers. This includes near areas designated in the Land Use Plan as Commercial Corridor; Neighborhood Commercial; Light Industrial; and Office, Civic, and Institutional			
RC-5	For larger scale planned subdivisions that provide a mix of housing types, work with private developers to locate lower density housing near existing single-family detached neighborhoods to create appropriate transitions and preserve the character of established neighborhoods			
RC-6	Consider requiring a minimum percentage of housing types in new neighborhood developments to increase housing diversity and affordability (e.g. at least 20% duplexes/townhomes)			
RC-7	Review and update the UDO to align with residential character recommendations within this Community Plan			
POLICIES FOR SENIOR HOUSING		YES	NO	NA
SH-1	Promote senior housing within a quarter mile of transit stops, Downtown, shopping areas, parks, and recreational facilities			
SH-2	Encourage smaller lot, single-story housing types for seniors that are ADA accessible			
SH-3	Encourage age-targeted cooperative housing types for community-oriented senior living, such as co-housing and cottage home courts			
SH-4	Promote the development of continuing care retirement communities (CCRC), or life plan communities, which offer distinct types of housing and care levels based on a senior's needs			
SH-5	Encourage developers of age-targeted housing to include amenities attractive to seniors, such as front porches, back patios, walking paths, and outdoor sports facilities, and activated gathering spaces			
POLICIES FOR COMMERCIAL DEVELOPMENT		YES	NO	NA
CD-1	Enhance established commercial areas by incentivizing redevelopment and/or renovation of existing businesses.			
CD-2	Support small, local businesses within commercial centers to support unique shopping options within Wake Forest			
CD-3	Establish architectural design standards for commercial building facades that promote quality design while allowing for flexibility that encourages creative design			
CD-4	Promote multi-story structures within Commercial Corridor and Neighborhood Commercial areas at appropriate scales that offer residential or office above ground-floor commercial			
CD-5	Encourage pedestrian-oriented shopping environments with sidewalks, attractive storefronts, and buildings facing each other to create a sense of enclosure			
CD-6	Encourage the incorporation of pedestrian/bicyclist/transit-oriented areas in large-scale shopping centers that provide outdoor seating and gathering areas, bicycle parking stations, and access to transit services			
CD-7	Promote cross-access and pedestrian pathways between adjacent parking lots and leading to buildings to promote well-connected, cohesive shopping areas			

Community Plan Consistency Grid: RZ 24-04				
CD-8	Encourage the consolidation of commercial driveways onto major streets to reduce traffic conflicts			
CD-9	Require “360 degree architecture” (high quality architecture on all sides of the building as opposed to just the front-facing façade), including well-designed or screened service areas			
CD-10	Encourage businesses to replace existing, non-conforming signage with attractive signage that meets Town standards			
CD-11	Promote outparcel development to improve the character along primary roadways and break up views of large parking lots			
CD-12	Review and update the UDO, including the US 1 Special Highway Overlay (SH1-O) and Dr Calvin Jones Highway Overlay (SH2-O) districts, to align with commercial development recommendations within this Community Plan			
CD-13	Support accessory commercial units (ACUs) that allow the ground floor of residential properties or an accessory structure facing the street to contain a commercial use beneficial to the surrounding neighborhood			
CD-14	Establish block standards for commercial areas to break up large tracts into more human scale pieces with streets or street-like features within the development			
POLICIES FOR MINORITY & WOMEN-OWNED BUSINESSES		YES	NO	NA
MWOB-1	Work with organizations, such as the Chamber and the Black Business Alliance, to expand diversity, equity, and inclusion programs that are supported with grassroots community engagement			
MWOB-2	Explore successful programs for supporting minority and women-owned businesses in surrounding communities to implement in Wake Forest			
MWOB-3	Explore regional, state, and federal grants available for minority and women businesses, such as grants from the National Institute of Economic Development and Carolina Community Impact			
MWOB-4	Support informational sessions and/or provide educational resources to employers on how they can establish equitable work environments and policies within their businesses			
POLICIES FOR SETBACKS		YES	NO	NA
SB-1	Incentivize businesses to situate new buildings at or near the property line to improve walkability, such as by requiring more landscaping if parking lots are located in front of buildings rather than to the rear/side			
SB-2	Promote consistency in setbacks within commercial and residential areas to form desirable continuity in the streetwall, or the facades of buildings facing the street			
SB-3	Encourage outparcel development with 360 architecture to “hold the corner” of commercial corridor development			
SB-4	Ensure adequate setbacks of industrial or other high intensity uses to reduce potential sound or visual impacts on adjacent lower intensity uses			
SB-5	Allow for flexibility in setbacks in Downtown where existing conditions prevent a consistent streetwall, while maintaining a close interface with the street (e.g., utility, landscaping, and/or topography challenges)			
POLICIES FOR PARKING LOTS		YES	NO	NA
PL-1	For existing front-loaded surface parking lots, encourage property owners to improve their character with perimeter and interior landscaping, and/or decorative walls and fencing			
PL-2	Require off-street parking to be located to the side or rear of the primary building			
PL-3	Encourage shared parking agreements where neighboring uses with different peak parking demand times can use the same parking lot, reducing the need for additional parking lots			
PL-4	Reevaluate minimum parking standards and consider implementing maximum parking standards to reduce excessive requirements			
PL-5	Monitor parking supply and strategically encourage structured or underground parking in higher density areas if needed, such as in Downtown, TOD, and activity center areas, to reduce the amount of land dedicated to surface parking			
PL-6	Consider offering incentives for structured parking, such as density bonuses, allowable lot coverage increases, and height limit increases.			

Community Plan Consistency Grid: RZ 24-04				
PL-7	Encourage the integration of structured parking into multifamily buildings to minimize surface parking lots			
PL-8	Encourage North Carolina Department of Environmental Quality's (NCDEQ) Stormwater Nitrogen and Phosphorus (SNAP) nutrient-reducing practices, such as permeable surfaces, that allow water infiltration in parking lots to improve stormwater drainage and water quality			
PL-9	Encourage the provision of pedestrian walkways in parking lots to enhance connectivity and safety to businesses			
POLICIES FOR SCREENING & BUFFERING		YES	NO	NA
SB-1	Ensure sufficient screening and buffering of industrial and commercial uses next to residential uses to minimize potential adverse impacts, such as in the Unicon Drive area			
SB-2	Encourage new development to preserve existing wooded areas along the perimeter of sites to provide natural buffering			
SB-3	Encourage screening of utility, loading, outdoor storage, and trash disposal areas that are visible from the right-of-way and adjacent development			
SB-4	Promote the use of setbacks for walls and fences that allow for plantings between the property line and the right-of-way and adjacent development			
POLICIES FOR COMMUNITY CHARACTER		YES	NO	NA
CC-1	Preserve vistas and view corridors that contribute to the economic and aesthetic value of Wake Forest, such as the church steeple at Southeastern Baptist Theological Seminary, S White Street in Downtown, and N Main Street in the Wake Forest Local Historic District			
CC-2	Curate public outdoor spaces for important monuments and artworks to showcase them as anchors and entry points to neighborhoods			
CC-3	Leverage historic structures, events, and people to create a sense of place through placemaking and branding			
CC-4	Ensure new development is contextual to the existing character of the area in terms of scale, massing, setback, fenestration, and design features (porches, storefronts, etc.)			
CC-5	Encourage developers to incorporate landscaping to beautify neighborhoods and commercial areas, such as landscaped medians and roundabouts.			
CC-6	Incorporate landscaping and gateway features into public rights-of-way, such as landscaped streetscapes, green infrastructure, and public promenades			
CC-7	Emphasize quality development along highly visible thoroughfares in the Town to reinforce its positive image			
CC-8	In accordance with the Land Use Plan, ensure incompatible, high intensity uses are directed away from low intensity residential areas			
CC-9	Continue to provide quality municipal services for the maintenance and upkeep of neighborhoods, such as street cleaning, snow removal, and trash disposal services			
CC-10	Work with NCDOT to identify areas for roadway enhancements			
CC-11	Refer to the Public Art Vision Plan for guidance when public art is being proposed in private development			
CC-12	Work with developers to improve the character of retaining walls, such as by incorporating public art or tiering the walls to reduce their visual impact			
POLICIES FOR UTILITY LINES		YES	NO	NA
UL-1	Create a master plan for burying utility lines with community involvement to identify priority areas for conversion			

Community Plan Consistency Grid: RZ 24-04				
UL-2	Ensure major Town entrances and gateway corridors and highly visible, pedestrian-oriented areas are prioritized for conversion			
UL-3	Consider trenching utilities as capital improvements are made in the right-of-way for all areas of the Town			
UL-4	Investigate partnering with private developers to install conduit for fiber and/or burying utility lines in priority conversion areas			
UL-5	Explore partnerships with private developers for boring and burying additional conduit along main roadways			
UL-6	Consider and install conduit with greenway project construction.			
POLICIES FOR HISTORIC PRESERVATION		YES	NO	NA
HP-1	Work with the Historic Preservation Commission (HPC) and the Planning Department to continue to implement the 2019 Historic Property Handbook and Design Standards and continue to preserve existing and new historic landmarks			
HP-2	Continue to enforce the Historic Preservation Ordinance for the Wake Forest Local Historic District and local historic landmarks			
HP-3	Promote State and Federal Tax Incentives for qualified rehabilitation projects for properties listed individually or as contributing historic properties in the National Register of Historic Places			
HP-4	Ensure development surrounding and within historic districts is sensitive to the historic context of the neighborhood			
HP-5	Encourage adaptive reuse, restoration, and repurposing of historic structures to preserve Wake Forest's history			
HP-6	Continue to enforce the Demolition of Historic Structures Ordinance for the protection of all historic properties in Wake Forest			
HP-7	Investigate the adoption of new local historic districts or character historic overlay districts to preserve Wake Forest's historic character			
POLICIES FOR COMMUNITY FACILITIES		YES	NO	NA
CF-1	Expand Town facilities concurrently with new growth			
CF-2	Annually review the Town's Work Management Plan, Staffing, and Budget section to reflect current needs and priorities			
CF-3	Work with the Wake Forest Parks, Recreation, and Cultural Resources Department to identify strategies to close gaps in park service areas, such as west of Capital Boulevard and the southern and eastern portion of Town			
CF-4	Work with the Wake Forest Parks, Recreation, and Cultural Resources Department to expand equity in the quality of public park facilities and programming			
CF-5	Explore green infrastructure options that also beautify spaces, like bioswales and planters			
CF-6	Continue to work with regional educational entities to provide support as they seek new facility locations or expansion with growth			
CF-7	Coordinate with regional educational entities to ensure increased equity in educational facilities across the community			
CF-8	Coordinate with the Police and Fire Departments to ensure response times are sufficient for all areas of town with growth			
CF-9	Consider emerging best practices for community safety, such as mental health crisis response teams			

Community Plan Consistency Grid: RZ 24-04				
CF-10	Promote and incorporate sustainable building practices into community facilities, setting a precedent for private developers to implement			
CF-11	Coordinate with regional healthcare providers to explore opportunities to locate a full service hospital or regional medical facilities in the Town			
CF-12	Evaluate existing streets and explore UDO updates to address traffic congestion, traffic speed, reduce collisions, and improve safety conditions for all modes of transportation			
CF-13	Regularly update the Town Pavement Management System program			
POLICIES FOR PUBLIC TRANSIT		YES	NO	NA
PT-1	Continue to work with transit partners to consider more frequent service and route network expansions to key locations to improve rider experience and attract more usage of mass transit			
PT-2	Coordinate with property owners, private developers, and transit partners to set aside land for transit stops at appropriate locations. The Town should obtain a transit easement for these locations and construct and maintain quality bus shelter infrastructure			
PT-3	Work with GoRaleigh and GoTriangle to construct smart bus shelters, or sustainable shelters that incorporate elements like interactive screens with live timetables, smart lighting, solar panels, and bike lock stations			
PT-4	Explore incorporating public art into bus shelters			
PT-5	Continue to evaluate and coordinate Park and Ride locations with transit partners			
PT-6	Explore best long term transit options such as fixed or microtransit			
POLICIES FOR CAPITAL BOULEVARD		YES	NO	NA
CB-1	Continue to work closely with NCDOT to implement the project and promote commercial growth in accordance with the Land Use Plan			
CB-2	Continue advocating for improvements along the corridor to assist in improving the quality of life for Wake Forest residents, businesses, and property owners			
POLICIES FOR STREET CONNECTIVITY		YES	NO	NA
SC-1	Promote short blocks of less than 600 linear feet between intersections of local roads to improve walkability			
SC-2	Avoid dead-ends, cul-de-sacs, and T-intersections in places where four-way intersections can be aligned			
SC-3	Study the appropriateness of traffic circles at four-way intersections to ease congestion and improve safety			
POLICIES FOR SIDEWALKS & MULTI-USE PATHS		YES	NO	NA
SP-1	Update the CTP to include an inventory of sidewalks in addition to multi-use paths and establish project priorities, private-public funding, and time frames for closing gaps in the network			
SP-2	Update the CTP to identify priority areas for high visibility crosswalks, bulb outs, refuge islands, rectangular rapid flashing beacons, and other pedestrian improvements			
SP-3	Work with Public Works to identify crosswalk ramps that are not ADA compliant and prioritize upgrades			
SP-4	In coordination with roadway improvements, upgrade aging sidewalks or install new sidewalks if none exist			

Community Plan Consistency Grid: RZ 24-04				
SP-5	Promote sidewalk, multi-use path, or trail connectivity between residential subdivisions and nonresidential development to improve pedestrian and bicycle connectivity			
SP-6	Continue to ensure all new residential development provides sidewalks on both sides of the street			
SP-7	Encourage multi-use paths to be provided along the main road in developments			
SP-8	Ensure multifamily and commercial developments include strong pedestrian networks within and between their sites			
POLICIES FOR BIKEWAYS, GREENWAYS & TRAILS		YES	NO	NA
BGT-1	Identify trail head locations as the greenway and trail network continues to expand			
BGT-2	Explore opportunities along greenways to add amenities (i.e. water fountains, seating /rest areas, pocket parks, public art, and fix it stations) and programming with the Parks, Recreation, and Cultural Resources Department or other organizations like StoryWalks			
BGT-3	Encourage development along greenways to incorporate greenway access into the site, particularly for uses attractive to trail users (i.e. restaurant, cafes, and bars)			
POLICIES FOR LOCAL FOOD SYSTEMS		YES	NO	NA
LFS-1	Continue to support the Northern Community Food Security Team and together explore other locations for community food hubs within the Town			
LFS-2	Partner with local food cooperatives and regional food networks, such as the Capital Area Food Network, to address food insecurity in the community			
LFS-3	Encourage regenerative practices, such as use of organic fertilizers, crop rotation, and crop variation for healthy soil			
LFS-4	Conduct a meal gap survey to better assess the immediate and long term needs in the community			
LFS-5	Evaluate the economic impact of local food systems in the community to encourage localized marketplaces for food producers			
LFS-6	Explore updates to the UDO that would promote urban agriculture and repurposing of vacant or underutilized lots for such uses			
POLICIES FOR CONSERVATION DESIGN		YES	NO	NA
CD-1	Encourage conservation design in the UDO's subdivision development regulations, particularly for areas within watershed protection areas			
CD-2	Explore incentives for promoting conservation design, such as density bonuses to allow for comparable number of housing units but greater preserved green space within the site			
CD-3	Encourage developers to enhance preserved green spaces as accessible amenities for residents, such as trails and outdoor seating			
POLICIES FOR GREEN SPACE PRESERVATION		YES	NO	NA
GSP-1	Prioritize higher density redevelopment and infill development within already developed areas to avoid premature development in long term growth areas and reduce greenfield development			
GSP-2	Work with private developers to preserve significant natural assets within sites, such as streams, steep slopes, unique geological formations, wetlands, and mature stands of trees, which can be incorporated as development amenities			

Community Plan Consistency Grid: RZ 24-04				
GSP-3	Continue to identify and strategically acquire environmentally sensitive land to preserve as dedicated conservation areas and publicly accessible open space			
GSP-4	Explore incentives to promote conservation design in future development, such as density bonuses, to promote clusters of taller structures that preserve natural areas of the site			
GSP-5	Explore strategies to further promote green space preservation within the updated UDO, such as increasing set aside requirements, and evaluate what is credited as open space			
GSP-6	Explore strategies to further protect wildlife and environmentally sensitive areas in the UDO			
POLICIES FOR TREE CANOPY		YES	NO	NA
TC-1	Continue to support the Town in administering the Urban Forestry Program and planting, preserving, and maintaining trees on public properties and rights-of-way			
TC-2	Explore updates to the UDO that could further promote tree preservation and replacement in new developments			
TC-3	Review existing incentives and consider additional incentives for private developers to promote tree preservation above what is required by the UDO			
TC-4	Explore ways to increase the number of trees required in parking lots during the update to the UDO, such as requiring an island every 20 parking spaces or decreasing the minimum distance a parking space can be from a tree			
TC-5	Ensure public and private tree plantings and xeriscaping are made up of native plant species that are adapted to local environmental conditions and require less irrigation			
TC-6	Coordinate efforts to influence State regulations related to the expansion of tree preservation standards			
POLICIES FOR SUSTAINABLE DEVELOPMENT		YES	NO	NA
SD-1	Encourage private developers to incorporate green building, LID, and green infrastructure practices in future developments			
SD-2	Incorporate green infrastructure into public streetscapes, prioritizing pedestrian-oriented areas like Downtown, TOD, and Neighborhood Commercial areas			
SD-3	Continue to incorporate sustainable design best practices into Town-owned infrastructure and community facilities, striving to incorporate LEED practices into future facilities			
SD-4	Use the Environmental Protection Agency's (EPA) "Revising Local Codes to Facilitate Low Impact Development" guide to help identify regulations within the UDO that discourage LID practices			
SD-5	Evaluate potential rainwater collection programs and composting programs			
SD-6	Explore an incentive program to encourage development to provide stormwater when lots are exempt from stormwater requirements			
SD-7	Update the Manual of Specifications, Standards and Design to reference green infrastructure design			
SD-8	Explore decommissioned rights-of-way as potential stormwater routes			
SD-9	Support the use of attractive, safe, and sustainable street furniture and infrastructure, such as solar streetlights, and LED traffic lights			
SD-10	Expand the electric vehicle (EV) charging network by requiring the installation of charging stations, or the infrastructure needed to accommodate future charging stations, in all new parking lots, especially parking lots of multifamily and large scale developments, and increasing supply of public charging stations			

Community Plan Consistency Grid: RZ 24-04				
SD-11	Promote adaptive reuse over redevelopment for structures that are structurally sound, feature desirable built form, and/or are historically significant. This includes creating an online inventory of buildings available for adaptive reuse			
SD-12	Investigate developing a solar energy ordinance and enrolling in the SolSmart program, a national designation program funded by the US Department of Energy charged with making solar power faster, easier, and more affordable			
SD-13	Explore ways to incentivize renewable energy and passive solar design in the Town's development standards. SolSmart's Solar Energy Toolkit can be used as resource for better promoting solar panels within the code			
SD-14	Continue partnership with Raleigh to encourage homeowners to incorporate practices for water conservation			
POLICIES FOR TOURISM		YES	NO	NA
T-1	Grow the Town's art community and reputation as a regional arts destination with a Downtown focus			
T-2	Explore the potential of constructing a recreational destination facility with a regional draw			
T-3	Develop annual Tourism Economic Impact Reports to help quantify progress made in Wake Forest's tourism sector and identify trends, issues, and opportunities that can help Town staff prioritize future investments			
T-4	Support the Wake Forest Area Chamber to create and market a local visitor's center as a public resource hub for the Town's attractions, events, and businesses for visitors			
T-5	Leverage Wake County's Room Occupancy Tax to build, finance, and create new establishments or run events related to tourism, allowing the Town to capitalize on its success in drawing hotel occupants			
T-6	Create a community-wide wayfinding plan to improve sense of place and signage that directs visitors and residents to Town destinations			
T-7	Continue to support Wake Forest Downtown Inc. (a Main Street America accredited program) in meeting the National Accreditation Standards of Performance as outlined by the National Main Street Center			
T-8	Continue to participate in the NC Main to Main Trail program, a network that connects the State's Main Street America communities, and leverage this designation in the Town's marketing strategy			
T-9	Investigate hiring consultants to provide a comprehensive evaluation of Town events and provide recommendations for improved programs			
T-10	Explore the creation of a social district, where customers can carry and consume food and drinks purchased from businesses outside in a designated zone			
POLICIES FOR GATEWAYS		YES	NO	NA
GW-1	Create a Gateway Plan to identify and prioritize sites for gateway features and establish design standards. Ensure the Plan works in synergy with the Town's Wayfinding Plan.			
GW-2	Improve roadway infrastructure along key gateway routes to enhance their character and multimodal connectivity.			
POLICIES FOR DOWNTOWN WAKE FOREST		YES	NO	NA
DWF-1	Evaluate existing zoning regulations around density in appropriate locations to balance Downtown's development potential with preserving its historic character			

Community Plan Consistency Grid: RZ 24-04				
DWF-2	Identify strategies to fill vacant buildings Downtown that promote an entrepreneurial and small-business culture			
DWF-3	Identify strategies to attract families and younger populations to Downtown with inviting public spaces, entertainment, and destinations for all ages			
DWF-4	Provide guidelines for how buildings should be orientated to support pedestrian-friendly environments			
DWF-5	Reassess parking demand and supply with consideration for a new parking garage(s) to minimize surface parking lots			
DWF-6	Identify strategies to create an “experience-based” Downtown retail environment with unique local businesses and a pedestrian-oriented environment			
DWF-7	Reassess strategies to improve gateways and wayfinding to and within Downtown to better direct people and create a distinct sense of place			
DWF-8	Identify opportunities for Downtown events and public gathering spaces to bring the community together, such as live outdoor events and festivals			

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 FOR 1 and 2 Granite Properties

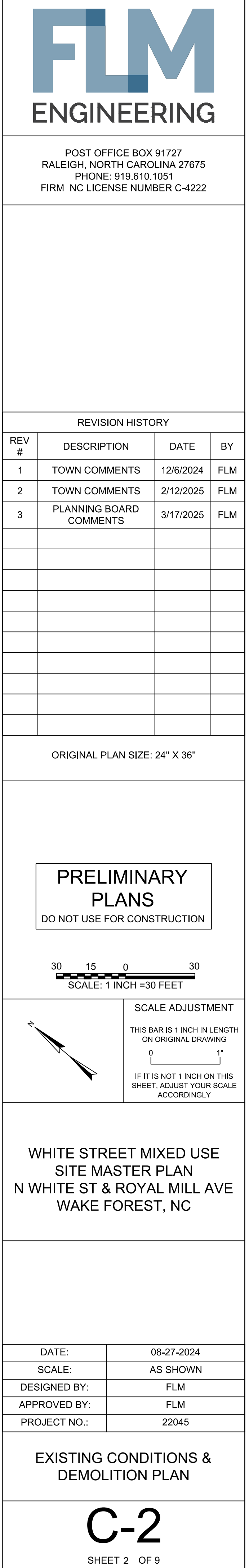
Beginning at a point said point being located S 81°27'29" E 69.54' from the intersection of N. White Street and Royal Mill Ave., Thence from said point of beginning along a curve to the right having a radius of 20.00', an arc length of 29.48' a chord bearing of N 03°34'41" E and a chord length of 26.89' to a point on the southern right of way of N. White St., Thence along said right of way N 45°48'41" E 16.23' to a point, thence continuing along said right of way along a curve to the right having a radius of 1431.00' an arc length of 150.50', a Chord bearing of N 48°49'27" E and a chord length of 150.43' to a point, thence continuing along a curve to the right having a radius of 1431.00' an arc length of 169.72', a Chord bearing of N 55°14'06" E and a chord length of 169.633' to a point, thence continuing along said right of way N 58°37'58" E 39.06' to a new iron pipe, Thence leaving said right of way S 28°30'19" E 295.41' to an existing iron bar, thence S 28°28'22" E 192.22' to an existing iron pipe, Thence S 52°31'51" W 306.49' to a new iron pipe located on the right of way of Royal Mill Ave, Thence along said Royal Mill Ave right o way N 38°39'27" W 462.00' to the point and place of beginning, containing 171,352 Sq. Ft/3.934 Ac. as shown on a survey prepared by CMP Professional Land Surveyors Dated October 26, 2022.

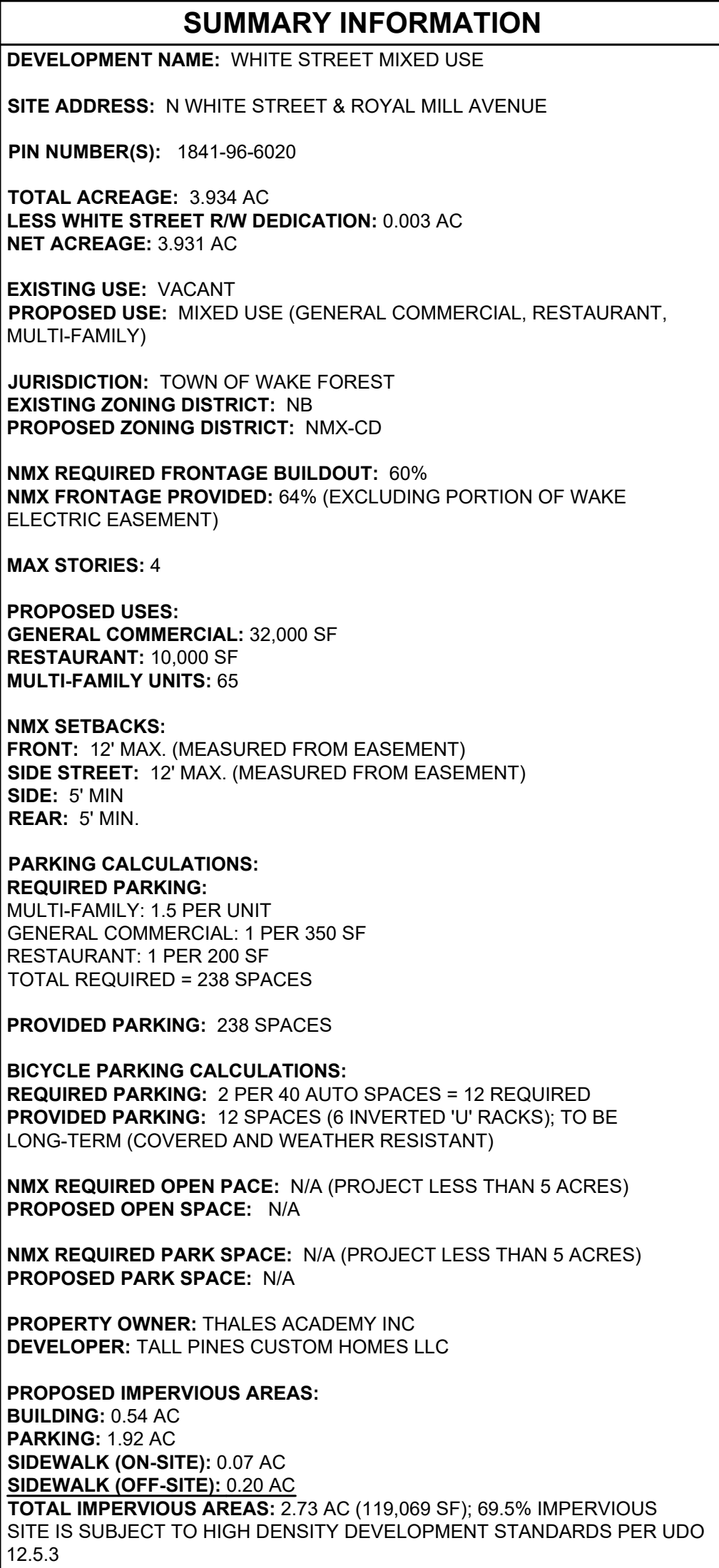
Consistency Statement of the Wake Forest Board of Commissioners Pursuant to G.S. 160D-605 Addressing Action on Zoning Map Amendment RZ-24-04: White Street Mixed Use Conditional District

The Wake Forest Board of Commissioners finds that RZ-24-04 is consistent with the Wake Forest Comprehensive Plan. The Wake Forest Board of Commissioners finds that approval of the rezoning request is reasonable and in the public interest for the following reasons:

1. The proposed zoning district is consistent with Community Plan direction for Neighborhood Commercial areas.
2. The proposed zoning district is consistent with Community Plan direction for Commercial and Industrial areas, Area 2.
3. The proposed zoning district is consistent with Community Plan direction for setbacks, parking lots, sidewalks and multi-use paths, and gateways.

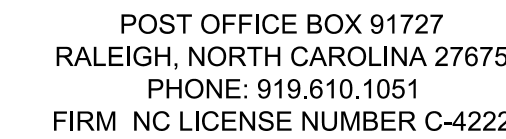
© 2025 THIS DRAWING SHALL NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT WRITTEN PERMISSION OF FLM ENGINEERING, INC.





1. PROPOSED ADA STALLS AND AISLES SHALL HAVE SLOPES NO STEEPER THAN 1:48 (2%) IN ALL DIRECTIONS.
2. PROPOSED ACCESSIBLE ROUTES SHALL HAVE RUNNING SLOPES NO STEEPER THAN 1:20 (5%) AND CROSS SLOPES NO STEEPER THAN 1:48 (2%).
3. DIMENSIONS SHOWN ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
4. RADII ARE 5' UNLESS OTHERWISE NOTED.
5. PUBLIC ART REQUIREMENT THROUGH COMMUNITY PLAN TO BE MET THROUGH A MURAL.

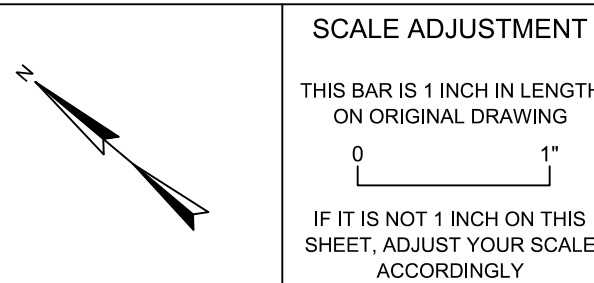
	EX. PROPERTY LINE
	EX. RIGHT-OF-WAY
	EX. ADJACENT OWNERS
	EX. EASEMENT
	EX. FENCE
	EX. OVERHEAD ELECTRIC LINE
	EX. COMMUNICATIONS LINE
	EX. WATER LINE
	EX. SANITARY SEWER
	EX. STORM SEWER
	PROP. SETBACK LINE
	PROP. EASEMENT/BUFFER
	PROP. FENCE
	PROP. CONCRETE



POST OFFICE BOX 91727
RALEIGH, NORTH CAROLINA 27675
PHONE: 919.610.1051
FIRM NC LICENSE NUMBER C-4222

ORIGINAL PLAN SIZE: 24" X 36"

DO NOT USE FOR CONSTRUCTION



WHITE STREET MIXED USE
SITE MASTER PLAN
N WHITE ST & ROYAL MILL AVE
WAKE FOREST, NC

DATE:	08-27-2024
SCALE:	AS SHOWN
DESIGNED BY:	FLM
APPROVED BY:	FLM
PROJECT NO.:	22045

C-3

1. ALL MATERIALS & CONSTRUCTION METHODS SHALL BE IN ACCORDANCE WITH CITY OF RALEIGH DESIGN STANDARDS, DETAILS & SPECIFICATIONS (REFERENCE: CORPUS HANDBOOK, CURRENT EDITION)

2. UTILITY SEPARATION REQUIREMENTS:

a) A DISTANCE OF 100' SHALL BE MAINTAINED BETWEEN SANITARY SEWER AND ANY PRIVATE OR PUBLIC UTILITY SUPPLY SOURCE SUCH AS AN IMPOUNDING RESERVOIR OR AS A SOURCE OF DRINKING WATER. IF ADEQUATE LATERAL SEPARATION CANNOT BE ACHIEVED, FERROUS SANITARY SEWER SHALL BE SPECIFIED. IF THE SEPARATION CANNOT BE MAINTAINED, HOWEVER, THE MINIMUM SEPARATION SHALL NOT BE LESS THAN 25' FROM PRIVATE WELL, OR 50' FROM A PUBLIC WELL.

b) WHEN INSTALLING WATER MAINS, THE MINIMUM HORIZONTAL SEPARATION BETWEEN UTILITIES SHALL BE 10'. IF THIS SEPARATION CANNOT BE MAINTAINED DUE TO EXISTING CONDITIONS, THE VARIATION ALLOWED IS THE WATER MAIN IN A SEPARATE TRENCH WITH THE ELEVATION OF THE WATER MAIN AT LEAST 18" ABOVE THE SEWER MAIN. ANY VARIATION APPROVED BY THE PUBLIC UTILITIES DIRECTOR. ALL DISTANCES ARE MEASURED FROM OUTSIDE DIAMETER TO OUTSIDE DIAMETER.

c) IF A 12" OR IMPROVED 15" SANITARY SEWER IS INSTALLED ANYTIME A SANITARY SEWER PASSES OVER A WATERMAIN, DIP MATERIALS OR STEEL ENCASEMENT EXTENDED 10' ON EACH SIDE OF CROSSING MUST BE SPECIFIED & INSTALLED TO MAINTAIN 18" MIN. VERTICAL SEPARATION.

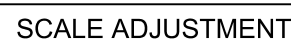
d) 5' MINIMUM HORIZONTAL SEPARATION IS REQUIRED BETWEEN ALL SANITARY SEWER & STORM SEWER FACILITIES, UNLESS DIP MATERIAL IS SPECIFIED FOR SANITARY SEWER.

e) 12" MIN. VERTICAL SEPARATION AT ALL WATERMAIN & RCP STORM DRAIN CROSSINGS, MAINTAIN 18" MIN. VERTICAL SEPARATION AT ALL SANITARY SEWER & RCP STORM DRAIN CROSSINGS, WHERE ADEQUATE SEPARATION CANNOT BE MAINTAINED. ALL CONCRETE MATERIALS & A CONCRETE CRADLE HAVING 6" MIN. CLEARANCE (PER CORPUS DETAILS W-4 & S-49).

f) IF ANY OTHER UNDERGROUND UTILITIES SHALL CROSS WATER & SEWER FACILITIES WITH 18" MIN. VERTICAL SEPARATION REQUIRED.

ORIGINAL PLAN SIZE: 24" X 36'

30 15 0 3
SCALE: 1 INCH = 30 FEET



SCALE ADJUSTMENT

THIS BAR IS 1 INCH IN LENGTH
ON ORIGINAL DRAWING



0 1"

IF IT IS NOT 1 INCH ON THIS
SHEET, ADJUST YOUR SCALE
ACCORDINGLY

DATE:	08-27-2024
SCALE:	AS SHOWN
SIGNED BY:	FLM
PROVED BY:	FLM
OBJECT NO.:	22045

C-5

SHEET 5 OF 9

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ALL MATERIALS & CONSTRUCTION METHODS SHALL BE IN ACCORDANCE WITH CITY OF RALEIGH DESIGN STANDARDS, DETAILS & SPECIFICATIONS (REFERENCE: CORPUD HANDBOOK, CURRENT EDITION)

2. UTILITY SEPARATION REQUIREMENTS:

A) A DISTANCE OF 10' SHALL BE MAINTAINED BETWEEN SANITARY SEWER & WATER MAINS. IF THE EXISTING OR PROPOSED WATER MAIN IS AN IMPOUNDED RESERVOIR USED AS A SOURCE OF DRINKING WATER, IF ADEQUATE LATERAL SEPARATION CANNOT BE ACHIEVED, FERROUS SANITARY SEWER PIPE SHALL BE SPECIFIED & INSTALLED TO WATERLINE SPECIFICATIONS. HOWEVER, THE MINIMUM LATERAL SEPARATION SHALL NOT BE LESS THAN 25' FROM A PRIVATE WELL OR 10' FROM A PUBLIC WELL.

B) WHEN INSTALLING WATER & R/SR SEWER MAINS, THE HORIZONTAL SEPARATION BETWEEN UTILITIES SHALL BE 10'. IF THIS SEPARATION CANNOT BE MAINTAINED DUE TO EXISTING CONDITIONS, THE VARIATION ALLOWED IS 1" PER 10' OF HORIZONTAL SEPARATION. THE MINIMUM VERTICAL SEPARATION OF THE WATER MAIN AT LEAST 18" ABOVE THE TOP OF THE SEWER & MUST BE APPROVED BY THE PUBLIC UTILITIES DIRECTOR. ALL DISTANCES ARE MEASURED FROM OUTSIDE DIAMETER TO OUTSIDE DIAMETER.

C) WHERE IT IS IMPROBABLE TO MAINTAIN THE 10' HORIZONTAL SEPARATION, A SANITARY SEWER PASSES OVER A WATERMAIN, DIP MATERIALS OR STEEL ENCASEMENT EXTENDED 10" ON EACH SIDE OF CROSSING MUST BE SPECIFIED & INSTALLED TO WATERLINE SPECIFICATIONS.

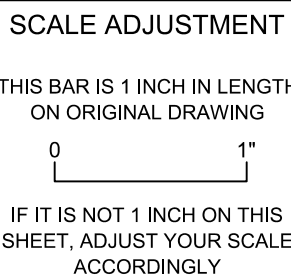
D) 10' MINIMUM HORIZONTAL SEPARATION SHALL BE MAINTAINED BETWEEN ALL SANITARY SEWER & STORM SEWER FACILITIES, UNLESS DIP MATERIAL IS SPECIFIED FOR SANITARY SEWER.

E) MAINTAIN 18" MIN VERTICAL SEPARATION AT ALL WATERMAIN & RCP STORM DRAIN CROSSINGS. MAINTAIN 18" MIN VERTICAL SEPARATION AT ALL SANITARY SEWER & RCP STORM DRAIN CROSSINGS, WHERE ADEQUATE SEPARATIONS CANNOT BE ACHIEVED. SPECIFY DIP MATERIALS & A CONCRETE CRADLE HAVING 6" MIN. CLEARANCE (PER CORPUD DETAILS S-4-4)

F) ALL OTHER UNDERGROUND UTILITIES SHALL CROSS WATER & SEWER FACILITIES WITH 18" MIN VERTICAL SEPARATION REQUIRED

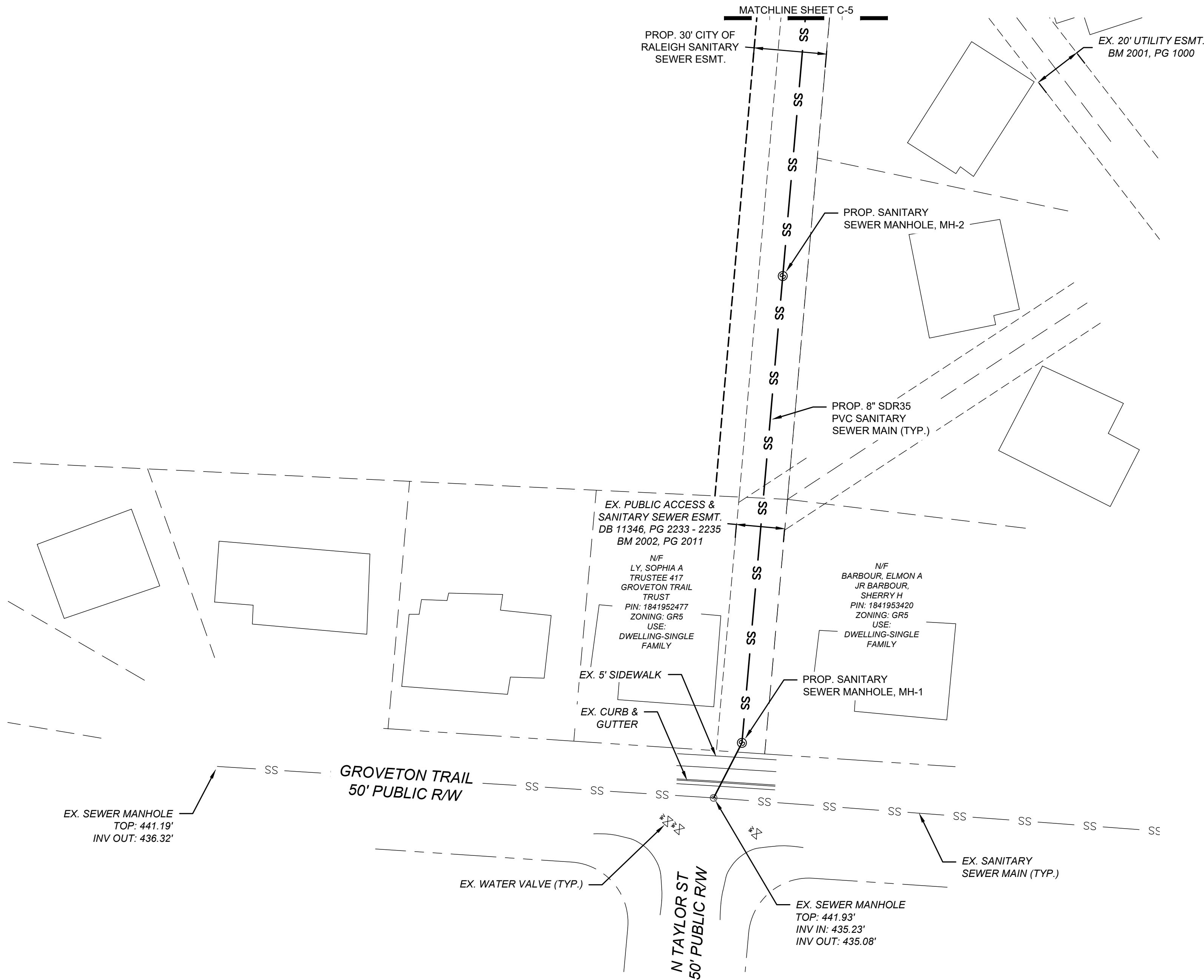
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DO NOT USE FOR CONSTRUCTION



DATE:	08-27-2024
SCALE:	AS SHOWN
DESIGNED BY:	FLM
APPROVED BY:	FLM
PROJECT NO.:	22045

SHEET 6 OF 9



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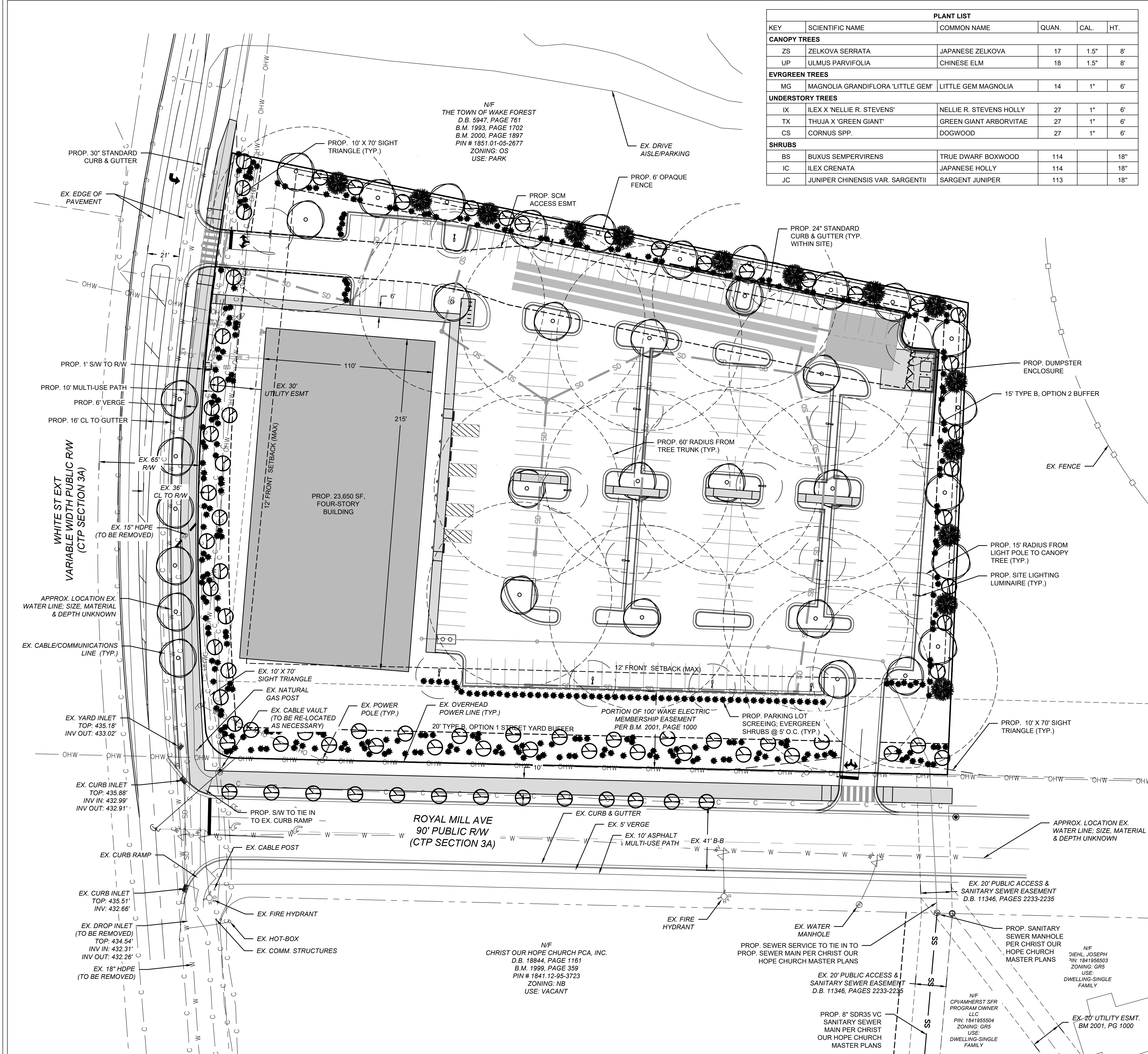
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PLANT LIST					
KEY	SCIENTIFIC NAME	COMMON NAME	QUAN.	CAL.	HT.
CANOPY TREES					
ZS	ZELKOVA SERRATA	JAPANESE ZELKOVA	17	1.5"	8'
UP	ULMUS PARVIFOLIA	CHINESE ELM	18	1.5"	8'
EVGREEN TREES					
MG	MAGNOLIA GRANDIFLORA 'LITTLE GEM'	LITTLE GEM MAGNOLIA	14	1"	6'
UNDERSTORY TREES					
IX	ILEX X 'NELLIE R. STEVENS'	NELLIE R. STEVENS HOLLY	27	1"	6'
TX	THUJA X 'GREEN GIANT'	GREEN GIANT ARBORVITAE	27	1"	6'
CS	CORNUS SPP.	DOGWOOD	27	1"	6'
SHRUBS					
BS	BUXUS SEMPERVIRENS	TRUE DWARF BOXWOOD	114		18"
IC	ILEX CRENATA	JAPANESE HOLLY	114		18"
JC	JUNIPER CHINENSIS VAR. SARGENTII	SARGENT JUNIPER	113		18"

LANDSCAPING REQUIREMENTS

TYPE B, OPTION 2 PERIMETER BUFFER (APPROX. 687 LF ALONG EAST AND SOUTHEAST PARCEL LINES)
2 CANOPY TREES PER 100 LF
2 EVERGREEN TREES PER 100 LF
3 UNDERSTORY TREES PER 100 LF
12 SHRUBS PER 100 LF (50% OF REQUIRED SHRUBS MUST BE EVERGREEN SPECIES)
MIN. 4' OPAQUE OR SEMI-OPAQUE FENCE

CANOPY TREES REQUIRED: 14
CANOPY TREES PROVIDED: 14

EVERGREEN TREES REQUIRED: 14
EVERGREEN TREES PROVIDED: 14

UNDERSTORY TREES REQUIRED: 21
UNDERSTORY TREES PROVIDED: 21

SHRUBS REQUIRED: 82
SHRUBS PROVIDED: 82 (100% EVERGREEN)

VEHICULAR USE AREAS:
OFF-STREET PARKING VISIBLE FROM THE RIGHT-OF-WAY OR ADJACENT PROPERTIES SHALL BE SCREENED WITH EVERGREEN SHRUBBERY AT 5 FEET ON CENTER, AND ALL PARKING SPACES SHALL BE WITHIN 60 FEET OF A PLANTED CANOPY TREE TRUNK.

CANOPY TREES PROVIDED: 15
SHRUBS PROVIDED: 71

SPECIMEN TREE REMOVAL CALCULATIONS:
THERE ARE NO TREES THAT QUALIFY AS TOWN OF WAKE FOREST SPECIMEN TREES ON SITE.

MINIMUM CANOPY COVERAGE:
1 CANOPY TREE PER 10,000 SQ. FT. OF PARCEL AREA (171,352 SQ. FT. / 10,000 SQ. FT. = 17)

CANOPY TREES REQUIRED: 17
CANOPY TREES PROVIDED: 28

STREET TREES (ROYAL MILL AVE):
REQUIREMENT: STREET TREES SHALL BE PLACED AT 35' O.C. (UNDERSTORY)

UNDERSTORY TREES PROVIDED: 13 AT 15' MIN. SPACING

STREET TREES (N WHITE STREET):
REQUIREMENT: STREET TREES SHALL BE PLACED AT 50' O.C. (CANOPY)

CANOPY TREES PROVIDED: 8 AT 30' MIN. SPACING

TYPE B, OPTION 1 STREET YARD BUFFER (APPROX. 782 LF ALONG NORTH WHITE STREET & ROYAL MILL AVENUE)
6 UNDERSTORY TREES PER 100 LF (2 EVERGREEN)
24 SHRUBS PER 100 LF (50% OF REQUIRED SHRUBS MUST BE EVERGREEN SPECIES)

UNDERSTORY TREES REQUIRED: 47
UNDERSTORY TREES PROVIDED: 47

SHRUBS REQUIRED: 188
SHRUBS PROVIDED: 188 (100% EVERGREEN)

NOTES

- LANDSCAPING SHALL BE IN ACCORDANCE WITH CHAPTER 8 OF THE WAKE FOREST UNIFIED DEVELOPMENT ORDINANCE (UDO) INCLUDING PRESERVATION AND REPLACEMENT OF SPECIMEN TREES.

LEGEND

	EX. PROPERTY LINE
	EX. RIGHT-OF-WAY
	EX. ADJACENT OWNERS
	EX. EASEMENT
	EX. FENCE
	EX. OVERHEAD ELECTRIC LINE
	EX. COMMUNICATIONS LINE
	EX. WATER LINE
	EX. SANITARY SEWER
	EX. STORM SEWER
	PROP. SETBACK LINE
	PROP. EASEMENT/BUFFER
	PROP. FENCE
	PROP. CONCRETE
	PROP. WATER LINE
	PROP. SANITARY SEWER
	PROP. STORM SEWER
	PROP. CANOPY TREE
	PROP. EVERGREEN TREE
	PROP. UNDERSTORY TREE
	PROP. EVERGREEN SHRUB
	PROP. LIGHT POLE WITH 15' RADIUS FROM TREE



POST OFFICE BOX 91727
RALEIGH, NORTH CAROLINA 27675
PHONE: 919.610.1051
FIRM NC LICENSE NUMBER C-4222

REVISION HISTORY

REV #	DESCRIPTION	DATE	BY
1	TOWN COMMENTS	12/6/2024	FLM
2	TOWN COMMENTS	2/12/2025	FLM
3	PLANNING BOARD COMMENTS	3/17/2025	FLM

ORIGINAL PLAN SIZE: 24" X 36"

PRELIMINARY PLANS

DO NOT USE FOR CONSTRUCTION

30 15 0 30
SCALE: 1 INCH = 30 FEET

SCALE ADJUSTMENT

THIS BAR IS 1 INCH IN LENGTH ON ORIGINAL DRAWING
0 1"
IF IT IS NOT 1 INCH ON THIS SHEET, ADJUST YOUR SCALE ACCORDINGLY

WHITE STREET MIXED USE
SITE MASTER PLAN
N WHITE ST & ROYAL MILL AVE
WAKE FOREST, NC

DATE:	08-27-2024
SCALE:	AS SHOWN
DESIGNED BY:	FLM
APPROVED BY:	FLM
PROJECT NO.:	22045

LANDSCAPE PLAN

C-8

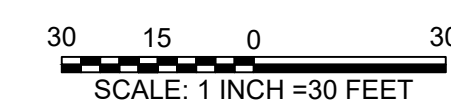
SHEET 8 OF 9

[illegible]

ORIGINAL PLAN SIZE: 24" X 36"

PRELIMINARY PLANS

DO NOT USE FOR CONSTRUCTION



SCALE ADJUSTMENT

THIS BAR IS 1 INCH IN LENGTH

ON ORIGINAL DRAWING

10/10

IF IT IS NOT 1 INCH ON THIS SHEET, ADJUST YOUR SCALE

WHITE STREET MIXED USE
SITE MASTER PLAN
N WHITE ST & ROYAL MILL AVE
WAKE FOREST, NC

DATE:	08-27-2024
SCALE:	AS SHOWN
DESIGNED BY:	FLM
APPROVED BY:	FLM
PROJECT NO.:	22045

LIGHTING PLAN

C-9

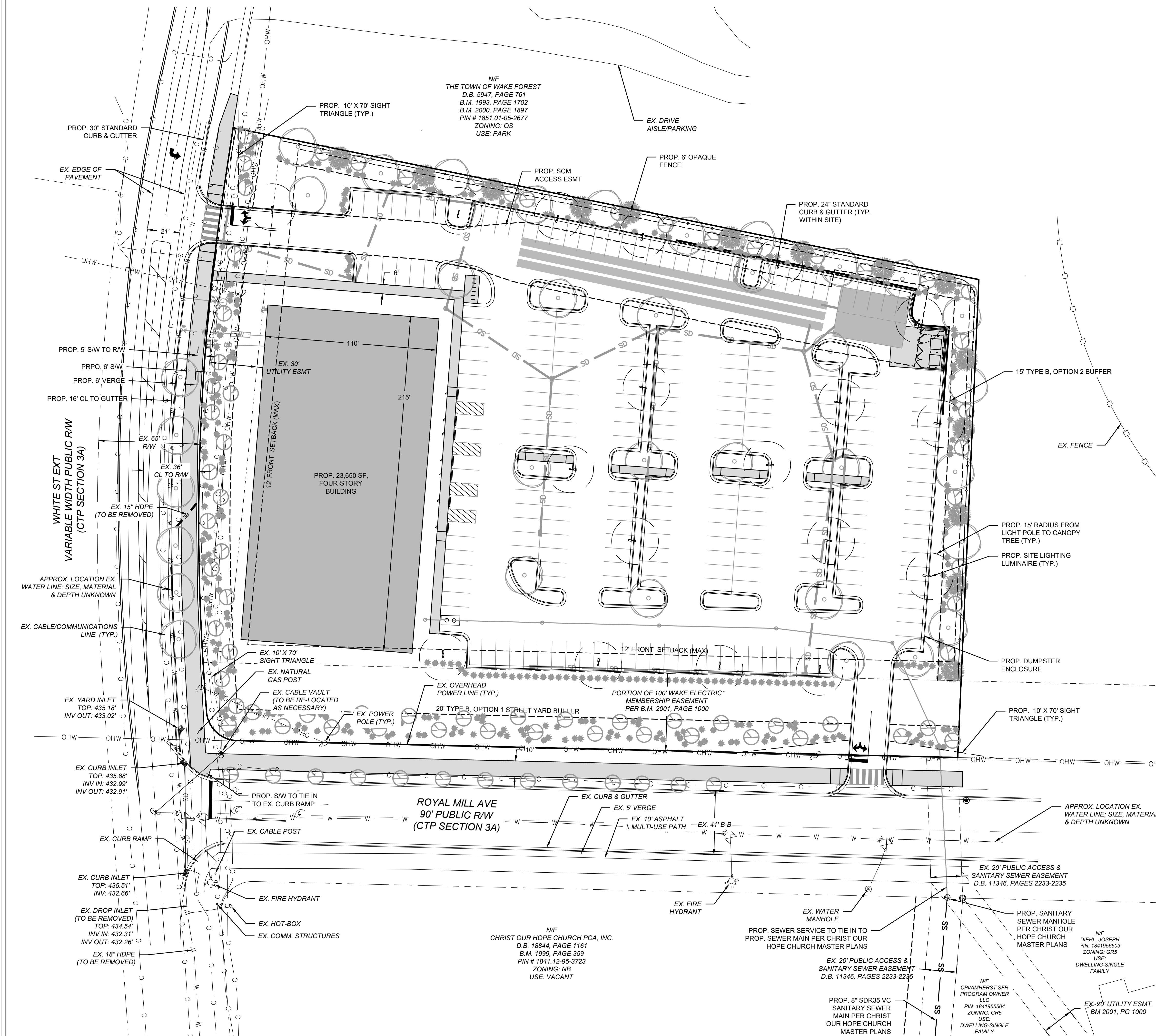
SHEET 9 OF 9

NOTES

1. LIGHTING DESIGN SHALL BE IN ACCORDANCE WITH SECTION 10 OF THE WAKE FOREST UDO.

LEGEND

	EX. PROPERTY LINE
	EX. RIGHT-OF-WAY
	EX. ADJACENT OWNERS
	EX. EASEMENT
	EX. FENCE
	EX. OVERHEAD ELECTRIC LINE
	EX. COMMUNICATIONS LINE
	EX. WATER LINE
	EX. SANITARY SEWER
	EX. STORM SEWER
	PROP. SETBACK LINE
	PROP. EASEMENT/BUFFER
	PROP. FENCE
	PROP. CONCRETE
	PROP. WATER LINE
	PROP. SANITARY SEWER
	PROP. STORM SEWER
	PROP. CANOPY TREE
	PROP. EVERGREEN TREE
	PROP. UNDERSTORY TREE
	PROP. EVERGREEN SHRUB
	PROP. LIGHT POLE WITH 15' RADIUS FROM TREE



ORDINANCE 2025-XXX

ORDINANCE OF THE BOARD OF COMMISSIONERS OF THE TOWN OF WAKE FOREST AMENDING THE OFFICIAL ZONING DISTRICT MAP OF THE TOWN OF WAKE FOREST TO CHANGE THE ZONING OF APPROXIMATELY 3.93 ACRES LOCATED AT 0 NORTH WHITE STREET, BEING WAKE COUNTY TAX PIN 1841966020, FROM NEIGHBORHOOD BUSINESS (NB) TO NEIGHBORHOOD MIXED-USE CONDITIONAL DISTRICT (NMX-CD)

WHEREAS, the application submitted by Chase Massey on behalf of Thales Academy, Inc., for the rezoning of land hereinafter described was duly filed with the Planning Department; and

WHEREAS, the Planning Board held a public comment session on March 11, 2025, and the Board of Commissioners held a public hearing on April 15, 2025; and

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

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

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

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

Section 2: The parcel identified by the Wake County Tax Parcel Identification Number 1841966020, and described in Exhibit 1, is located within the Town’s Corporate Limits.

Section 3: The Town of Wake Forest Unified Development Ordinance, including the Town of Wake Forest North Carolina Official Zoning District Map which is a part of said Ordinance, is hereby amended by changing the zoning classification of the “Rezoned Lands” from Neighborhood Business (NB) to Neighborhood Mixed-Use Conditional District (NMX-CD), subject to the conditions stated herein.

Section 4: The “Rezoned Lands” are subject to all of the standards and conditions in Exhibit 3 – Proposed White Street Mixed Use Master Plan, which are imposed as part of this rezoning.

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

Section 6: After reviewing all the information presented at the public hearing and the Town’s plans, policies, and ordinances, the Wake Forest Board of Commissioners finds the zoning map amendment request reasonable and consistent with the Comprehensive Plan and in the interest of the public and adopted a written consistency statement, which is on file with the Wake Forest Planning Department and attached as Exhibit 2.

Section 7: The “Rezoned Lands” are subject to the following conditions, which are imposed as part of this zoning map amendment:

1. Building height shall not exceed four stories.
2. Gathering space shall be provided as shown on the approved master plan and shall include garden-wall seating; landscaping including flowering shrubs; provision of shade through one or more canopy trees or man-made structures; trash and recycling receptacles; and an active recreation component.
3. 100% of the ground-floor floor area shall be designated for commercial/entertainment, office/service, civic, and studio purposes.
4. Allowable uses shall not include the following, on any portion of the property: pawn shop, gas/fueling station, vehicle maintenance or repair, small equipment repair/rental, drive- thru/drive-in facility, vape shop, funeral home/crematorium, alcoholic beverage sales store, bar/tavern, night club, internet sweepstakes facility, shooting range, or gun sales store.
5. The lot line abutting North White Street shall be considered the principal front lot line.
6. Maximum front setbacks to be measured from the edge of existing utility easements along Royal Mill Avenue and North White Street.
7. Multi-family parking rate: 1.5 spaces per unit.
8. Existing Wake Electric transmission line along Royal Mill Avenue to remain and not be buried.
9. Existing Wake Electric overhead distribution line along North White Street to remain and not be buried.
10. Proposed Royal Mill Avenue minimum driveway channelization to be 97’.
11. Developer shall complete all improvements recommended in the approved Transportation Impact Analysis.

12. In addition to completing all improvements required by condition eleven, Developer shall provide a one-time \$20,000.00 (twenty thousand dollar) payment to the Town toward transportation safety measures (e.g., vehicular, pedestrian, etc.) at the Royal Mill Avenue/ N. White Street intersection, payable at issuance of Construction Documents; specific measures to be determined and implemented by the Town at the Town's discretion.
13. Direct pedestrian access from the multi-use path on North White Street shall be provided to individual business entrances along the North White Street building frontage.
14. Prior to any grading or other construction activities on the site, tree protection fencing shall be installed along northeastern parcel line to protect roots of existing off-site trees within the Flaherty Park driveway area.
15. At least 8% of the dwelling units constructed on the site shall be affordable housing units. As used herein, an "affordable housing" unit is any dwelling unit that is offered for rent at an effective monthly rent equal to or less than the maximum rent affordable for households with an income of 70% of the Area Median Income ("AMI") in the Raleigh, North Carolina Metropolitan Statistical Area published by HUD. The affordable units shall be offered for rent for a minimum of ten (10) years from the date of issuance of the first certificate of occupancy permitting residential use after the effective date of these conditions. For the purposes of this condition, an annual rent equal to or less than 30% of the annual income of a household with an income of 70% AMI in the Raleigh MSA shall be considered affordable for households with an income of 70% AMI.
16. The owner shall update the rental rate for each affordable housing unit then being marketed for rent annually based on the current updated AMI published by HUD. In the event the Town of Wake Forest or Wake County establishes a program in the future which provides incentives for affordable housing units, this project shall be eligible to participate in such a program if qualifications of such program are met. Beginning on December 31st of the first full year following owner's receipt of the final certificate of occupancy for the project and prior to December 31st for every year thereafter, the owner of record shall provide an annual certification of compliance with this zoning condition to the Town of Wake Forest Planning Department, which lists the rental rate for the affordable housing units and verifies that the tenants in those affordable housing units do not exceed the 70% AMI income threshold. The owner shall not be required to submit annual certifications to the Town regarding affordable housing units after the expiration of the 10-year affordability period.

Section 8: The “Rezoned Lands” shall be perpetually bound to the conditions imposed, including the uses authorized, unless subsequently changed or amended as provided for in the Unified Development Ordinance.

Adopted and effective this 15th of April, 2025.

Vivian A. Jones
Mayor

ATTEST:

APPROVED AS TO FORM:

Evelyn Wright
Town Clerk

Eric A. Vernon
Town Attorney



BOARD OF COMMISSIONERS AGENDA ITEM REPORT

Agenda Item No.: 2025-372-
Submitted by: Ari Schwartz, Planning
Submitting Department: Planning
Meeting Date: April 15, 2025

Subject

Public Hearing on a contiguous annexation submitted by the property owner Sassom LLC, located at 0 Forestville Road being Wake County PIN 1749681910 (portion of) being approximately 0.175 acres.

Recommendation:

item Summary:

ATTACHMENTS:

- [041525 BOC Agenda Summary AN-25-01.pdf](#)
- [Attachment A Legal Description AN-25-01.pdf](#)
- [Attachment B Annexation Map AN-25-01.pdf](#)
- [Attachment C Contiguous Annexation Petition AN-25-01.pdf](#)
- [DRAFT ORDINANCE AN-25-01.docx](#)

Agenda Item: Public Hearing on a contiguous annexation submitted by the property owner Sassom LLC, located at 0 Forestville Road being Wake County PIN 1749681910 (portion of) being approximately 0.175 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 Site Master Plan, SP-24-23, Wheatfield II Shopping Center.

On March 18, 2025 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-25-01
Attachment B - Annexation Map AN-25-01
Attachment C - Contiguous Annexation Petition AN-25-01
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 LOCATED ON THE EASTERN RIGHT-OF-WAY OF FORESTVILLE ROAD (S.R.#2049), SAID EXISTING IRON PIPE HAVING NC GRID NAD 83/2011 COORDINATE N(y): 799,155.57' E(x): 2,146,026.53'; THENCE S 49°24'17"E A DISTANCE OF 16.45' TO AN EXISTING IRON PIPE; THENCE S 51°34'19"E A DISTANCE OF 96.29' TO AN EXISTING IRON PIPE; THENCE S 52°32'01"E A DISTANCE OF 81.50' TO AN EXISTING IRON PIPE; THENCE S 52°32'01"E A DISTANCE OF 16.48' TO AN EXISTING IRON PIPE; THENCE S 54°04'57"E A DISTANCE OF 35.87' TO AN EXISTING IRON PIPE; THENCE S 35°54'46"W A DISTANCE OF 31.14' TO AN EXISTING IRON BAR, SAID EXISTING IRON BAR HAVING NC GRID NAD 83/2011 COORDINATE N(y): 798,979.17' E(x): 2,146,203.01'; THENCE N 54°05'18"W A DISTANCE OF 36.29' TO A POINT; THENCE N 52°32'01"W A DISTANCE OF 16.90' TO A POINT; THENCE N 52°32'01"W A DISTANCE OF 81.76' TO A POINT; THENCE N 51°34'19"W A DISTANCE OF 97.14' TO A POINT; THENCE N 49°24'17"W A DISTANCE OF 10.70' TO A POINT, SAID POINT BEING LOCATED ON THE EASTERN RIGHT-OF-WAY OF FORESTVILLE ROAD (S.R.#2049); THENCE ALONG FORESTVILLE ROAD RIGHT-OF-WAY N 29°06'07" E A DISTANCE OF 6.55' TO A POINT; THENCE N 29°06'07" E A DISTANCE OF 25.23' TO AN EXISTING IRON PIPE, WHICH IS THE POINT OF BEGINNING, CONTAINING A TOTAL AREA TO BE ANNEX OF 7,620 SQUARE FEET, 0.175 ACRES.

I, MICHAEL A. MOSS CERTIFY THAT THIS MAP 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 HORIZONTAL POSITIONAL ACCURACY AS CALCULATED .05"; THAT THE GLOBAL NAVIGATION SATELLITE SYSTEM(GNSS) SURVEY OBSERVATIONS WERE PERFORMED TO THE GEOSPATIAL POSITIONAL ACCURACY STANDARDS, PART 2: STANDARDS FOR GEODETIC NETWORKS AT THE 1-CENTIMETER ACCURACY CLASSIFICATION (95% CONFIDENCE) USING REAL TIME KINEMATIC FIELD PROCEDURES; 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. 2025.

CLASS OF SURVEY: AA
POSITIONAL ACCURACY: HORIZONTAL 0.05 US SURVEY FEET
TYPE OF GPS FIELD PROCEDURE: REAL TIME KINEMATICS
NETWORK (VRS)
DATES OF SURVEY:
DATUM/EPOCH: NAD 83(2011) 2010.00
PUBLISHED/FIXED CONTROL USE: RALEIGH DOT CORS ARP
LAT: 35°45'49.50795"
LONG: 78°34'44.39448"
GEIOD MODEL: GF01D12B
COMBINED GRID FACTORS: 1.00006293903464
UNITS: US SURVEY FOOT

THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED, WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL

PRELIMINARY

FOR REVIEW PURPOSES ONLY
L-3794
PROFESSIONAL LAND SURVEYOR LICENSE NUMBER

ANNEXATION MAP: AN-25-01, (LOT 2, PHILLIP REID STROUD II)
0.175 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:

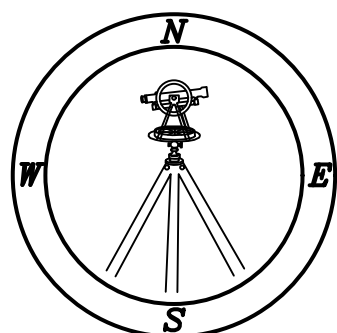
I, EVELYN WRIGHT, TOWN CLERK, TOWN OF WAKE FOREST, NORTH CAROLINA CERTIFY THAT THIS IS A TRUE AND ACCURATE MAP OF ANNEXATION ADOPTED THE _____ DAY OF _____ 20____ BY THE WAKE FOREST BOARD OF COMMISSIONERS. I SET MY HAND AND SEAL OF THE TOWN OF WAKE FOREST,

EVELYN WRIGHT

TOTAL AREA TO BE ANNEXED
7,620 S.F./0.175 AC.

LAND SURVEYOR/CONTACT

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

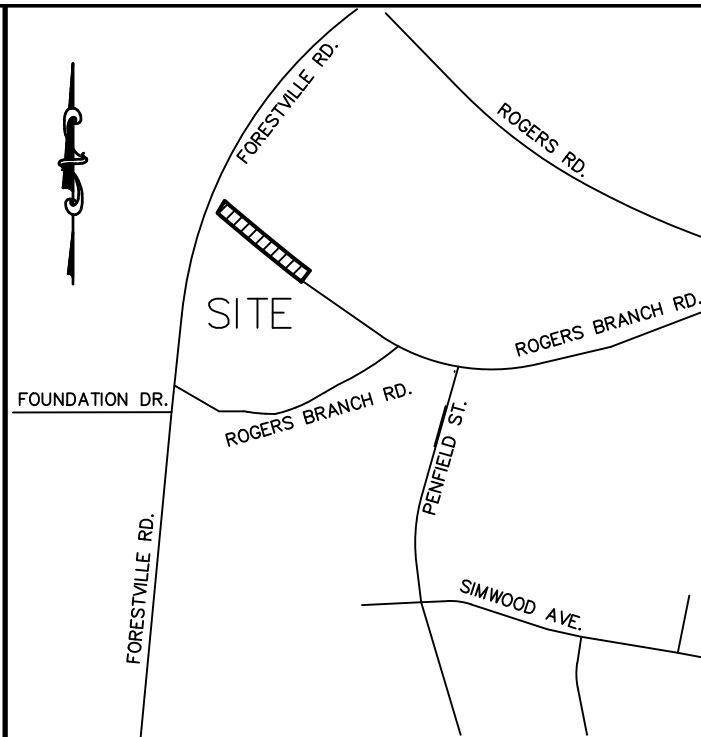


CMP

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

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
CC - CONCRETE
CB - CATCH BASIN
MH - MANHOLE
FH - FIRE HYDRANT



VICINITY MAP
(NOT TO SCALE)

CURVE TABLE				
CURVE	ARC LENGTH	RADIUS	CHORD LENGTH	CHORD BEARING
C-1	44.76'	1562.85'	44.76'	N 07°58'53" E
C-2	56.77'	1059.52'	56.77'	N 07°39'31" E
C-3	25.52'	1059.52'	25.51'	N 05°26'02" E
C-4	123.84'	2528.71'	123.83'	S 54°18'19" E
C-5	5.43'	454.79'	5.43'	S 56°03'02" E
C-6	21.22'	326.50'	21.21'	S 73°57'24" W
C-7	69.88'	326.50'	69.75'	S 65°57'50" W
C-8	26.39'	282.75'	26.38'	S 65°57'34" W
C-9	14.98'	282.75'	14.98'	S 70°09'03" W
C-10	28.83'	273.50'	28.82'	S 74°26'54" W
C-11	9.18'	226.13'	9.18'	N 87°14'03" W
C-12	27.96'	262.37'	27.95'	N 83°05'50" W
C-13	7.31'	126.16'	7.31'	N 82°08'30" W

LINE TABLE		
LINE	BEARING	DISTANCE
L-1	N 32°53'22" E	101.69'
L-2	N 04°23'34" E	38.84'
L-3	N 72°14'41" W	0.52'
L-4	N 29°06'07" E	20.91'
L-5	N 29°06'07" E	7.18'
L-6	N 29°06'07" E	6.55'
L-7	N 29°06'07" E	25.23'
L-8	S 49°24'17" E	16.45'
L-9	S 51°34'19" E	96.29'
L-10	S 52°32'01" E	81.50'
L-11	S 52°32'01" E	16.48'
L-12	S 54°04'57" E	35.87'
L-13	S 35°54'46" W	31.14'
L-14	S 55°42'30" E	112.75'
L-15	S 77°25'09" W	53.04'
L-16	S 59°53'36" W	71.95'
L-17	N 88°29'45" W	19.72'
L-18	N 80°16'41" W	0.98'
L-19	N 90°00'00" W	50.00'
L-20	N 59°58'54" W	79.92'
L-21	N 54°05'18" W	36.29'
L-22	N 52°32'01" W	16.90'
L-23	N 52°32'01" W	81.76'
L-24	N 51°34'19" W	97.14'
L-25	N 49°24'17" W	10.70'

USOR: N/F
STATION: HERITAGE
D.B. 1967, PAGE 1137
B.M. 2004, PAGE 1398
PIN# 1749.02-69-5135

ROGERS BRANCH ROAD
VARIABLE WIDTH PUBLIC R/W
(N.C.S.R.#5114)

TOTAL AREA
TO BE ANNEX
7,620 S.F.
0.175 AC.

100,243 sq.ft.
2.301 AC.

NOTES:

- 1) AREA COMPUTED BY COORDINATE METHOD.
- 2) THERE IS NO NCGS MONUMENT WITHIN 2000' OF THIS PROPERTY.
- 3) NORTH ROTATION WAS OBTAINED VIA NC-VRS.

LINE TYPE LEGEND

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

ANNEXATION MAP FOR
LOT 2, PHILLIP REID STROUD II

0 FORESTVILLE ROAD
OWNER: SASSOM, LLC
REF: D.B. 19171, PAGE 2350
REF: B.M. 2021, PAGE 1756
TOWN OF WAKE FOREST
WAKE COUNTY, NORTH CAROLINA

60 30 0 60 120

SCALE 1"=60'

JANUARY 23, 2023
REVISED JANUARY 13, 2025
ZONED NB (RZ-04-17)
PIN #1749.02-68-1910



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: _____ 2/10/2025 _____

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)*:

 Please See Attached Survey and legal description _____ _____

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

Omar EL-Kaissi / Sassom LLC	10121 Capital Blvd. #105. Wake Forest, NC 27587	<i>Omar EL-Kaissi</i>	2/10/2025
Name Susie EL-Kaissi/ Sassom LLC	Address 10121 Capital Blvd. #105 wake forest NC 27587	Signature <i>Susie EL-Kaissi</i>	Date 2/10/2025
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 2025-XXX

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

(Contiguous annexation submitted by the property owner Sassom LLC, located at 0 Forestville Road being Wake County PIN 1749681910 (portion of) being approximately 0.175 acres.)

WHEREAS, the Board of Commissioners has adopted a resolution under N.C.G.S. 160A-31, 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 April 15, 2025, after due notice by publication on April 4, 2025; and

WHEREAS, the Board of Commissioners does hereby find as a fact that said petition meets the requirements of N.C.G.S. 160A-31, 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-31, as amended, the following described territory is hereby annexed and made part of the Town of Wake Forest as of the 15th day of April, 2025

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

Section 2. Upon and after the 15th day of April, 2025, 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 15th day of April 2025.

Vivian A. Jones
Mayor

ATTEST:

APPROVED AS TO FORM:

Evelyn Wright
Town Clerk

Eric A. Vernon
Town Attorney



BOARD OF COMMISSIONERS AGENDA ITEM REPORT

Agenda Item No.: 2025-386-
Submitted by: Ari Schwartz, Planning
Submitting Department: Planning
Meeting Date: April 15, 2025

Subject

Public Hearing on a contiguous annexation submitted by the property owners Naught 1 LLC and 2517 BMC LLC, located at 2517, 2601, and 2605 Burlington Mills Road, being Wake County PINs 1738499517, 1738593572, and 1738592719 being approximately 3.875 acres.

Recommendation:

item Summary:

ATTACHMENTS:

- [041525 BOC Agenda Summary AN-25-02.pdf](#)
- [Attachment A Legal Description AN-25-02.pdf](#)
- [Attachment B Annexation Map AN-25-02.pdf](#)
- [Attachment C Annexation Petition AN-25-02.pdf](#)
- [DRAFT ORDINANCE AN-25-02.docx](#)

Agenda Item: Public Hearing on a contiguous annexation submitted by the property owners Naught 1 LLC and 2517 BMC LLC, located at 2517, 2601, and 2605 Burlington Mills Road, being Wake County PINs 1738499517, 1738593572, and 1738592719 being approximately 3.875 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 SP-24-33, Johnson Hyundai Automotive Dealership.

On March 18, 2025 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-25-02
Attachment B - Annexation Map AN-25-02
Attachment C - Contiguous Annexation Petition AN-25-02
Draft Ordinance

Date: February 27, 2025

**Legal Description of a
3.875 Acre Area
To Be Annexed
Property of 2517 BMC, LLC & NAUGHT 1 LLC
Pins: 1738-59-2719, 1738-49-9517 & 1738-59-3572
Wake Forest, NC**

Subject property being located in the located in Wake County, North Carolina:

Parcels 1 & 2 (Naught 1 LLC):

BEGINNING at an iron pipe set, said iron pipe being along the northerly right-of-way of Burlington Mills Road;
Thence leaving northerly right-of-way of Burlington Mills Road, N 03° 32' 50" E 218.50' to an iron pipe set;
Thence N 86° 32' 07" W 200.49' to an iron pipe set;
Thence N 03° 31' 33" E 359.20' to an iron pipe found;
Thence S 56° 33' 27" E 363.90' to an iron pipe set;
Thence S 21° 58' 28" E 196.70' to an iron pipe set;
Thence S 21° 53' 59" E 241.80' to an iron pipe set, said iron pipe being along the northerly right-of-way of Burlington Mills Road;
Thence with the northerly right-of-way of Burlington Mills Road, N 86° 29' 21" W 303.49' to an iron pipe set, said iron pipe also being THE POINT AND PLACE OF BEGINNING and containing 147,094 square feet or 3.377 acres more or less.

Parcel 3 (2517 BMC LLC):

BEGINNING at an iron pipe found, said iron pipe being along the northerly right-of-way of Burlington Mills Road, thence with the northerly right-of-way Burlington Mills Road N 86° 32' 38" W 99.93' to an iron pipe found;
Thence leaving the northerly right-of-way of Burlington Mills Road, N 03° 31' 33" E 218.00' to an iron pipe set;
Thence S 86° 28' 27" E 99.34' to an iron pipe set;
Thence S 03° 22' 14" W 217.88' to an iron pipe found, said iron pipe being along the northerly right-of-way of Burlington Mills Road and also being THE POINT AND PLACE OF BEGINNING and containing 21,714 square feet or 0.498 acres more or less.

The property described hereon is subject to all easements, rights-of-way and restrictions of record.

NOTES:

- THE FIRM HAS NEITHER REVIEWED, NOR RELIED UPON A TITLE COMMITMENT OR ANY TITLE REPORT IN AND WHILE PREPARING THIS SURVEY AND THE CLIENT SHOULD NOT RELY UPON THIS SURVEY AS ASSURANCE OF OWNERSHIP, AS A GUARANTEE OF MARKETABLE TITLE OR FOR DISCLOSURE OF TITLE EXCEPTIONS THAT MAY, COULD OR DO ENCUMBER THE PROPERTY. THE CLIENT MUST ENGAGE A TITLE AGENT / TITLE INSURANCE COMPANY FOR REVIEW AND CONFIRMATION OF, AND INSURANCE REGARDING MARKETABLE TITLE.
- AREAS COMPUTED BY COORDINATE METHOD.
- PROPERTY SHOWN HEREON IS SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIONS OF RECORD.
- ALL DISTANCES SHOWN ON SURVEY ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE NOTED.
- RIGHTS-OF-WAY INFORMATION IS BASED ON DEEDS AND MAPS OF RECORD.
- NC GRID COORDINATES (NAD83) OBTAINED BY USING GPS, PER THE NCVRS NETWORK.
- BASIS OF BEARING SHOWN HEREON IS NC GRID (NAD 83 NSRS 2011).
- THE PROPERTY SHOWN HEREON IS LOCATED IN FLOODZONE "ZONE X", AREA OF MINIMAL FLOODING, PER FLOOD INSURANCE RATE MAPS 3720173800K AND 3720173900K, PANEL'S 1738 AND 1739 EFFECTIVE DATE JULY 19, 2022.

ANNEXATION MAP: AN-25-02
2517 BURLINGTON MILLS RD
2605 BURLINGTON MILLS RD
2601 BURLINGTON MILLS RD
ANNEXATION 3.875 AC
TOWN OF WAKE FOREST
FULFILLS REQUIREMENTS OF N.C.G.S. 160A-29

ORDINANCE # _____

ADOPTED: _____

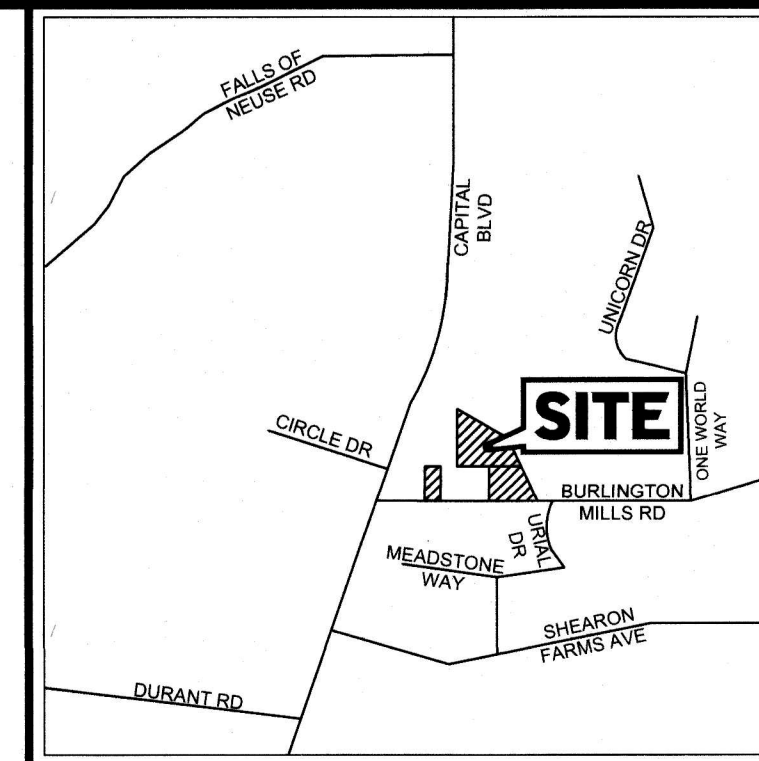
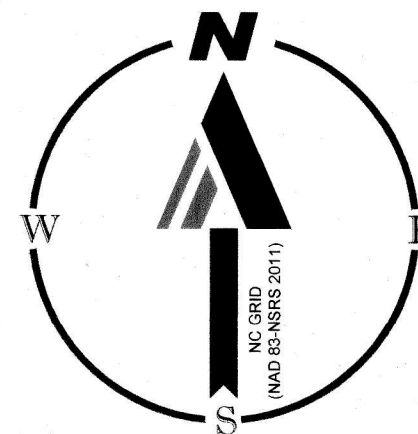
EFFECTIVE DATE OF ANNEXATION: _____

I, EVELYN WRIGHT, 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____

DATE

EVELYN WRIGHT



SITE LOCATION MAP

SCALE: N.T.S.

REFERENCES:

DB 19215, PG 251
DB 19215, PG 259
DB 18630, PG 1789
DB 14472, PG 218
DB 15069, PG 608
DB 18959, PG 1903
DB 17682, PG 169
BM 1985, PG 153
BM 2006, PG 261

SURVEYOR CERTIFICATION

I, THOMAS E. TEABO, PLS, HEREBY CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION, FROM DEED AND MAP REFERENCES AS NOTED ON SAID MAP; THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FROM DEED AND MAP REFERENCES AS NOTED ON SAID MAP.

THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY OF THE SURVEY AS CALCULATED IS 1: 10,000+, THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION OF RECORD; THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S. 47-30, AS AMENDED.

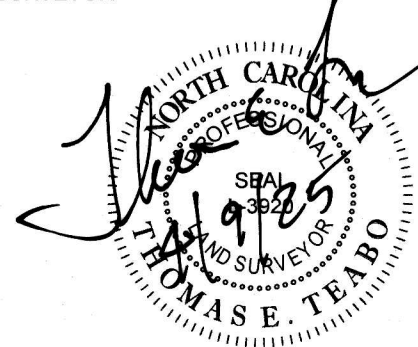
I HEREBY CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL GPS SURVEY MADE UNDER MY SUPERVISION AND THE FOLLOWING INFORMATION WAS USED TO PERFORM THE SURVEY:

- CLASS OF SURVEY: "CLASS A"
- POSITIONAL ACCURACY: 0.04'
- TYPE OF GPS FIELD PROCEDURE: REAL-TIME KINEMATIC NETWORKS-NCVRS
- DATES OF SURVEY: 03/06/2023
- DATUM/EPOCH: NAD 83 (2011) EPOCH 2010.00
- PUBLISHED/FIXED-CONTROL USE: NCVRS
- GEOD MODEL: 2018 (CONUS)
- COMBINED GRID FACTOR(S): 0.99993176
- UNITS: US SURVEY FEET

THIS 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.

WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS 9TH DAY OF APRIL A.D., 2025.

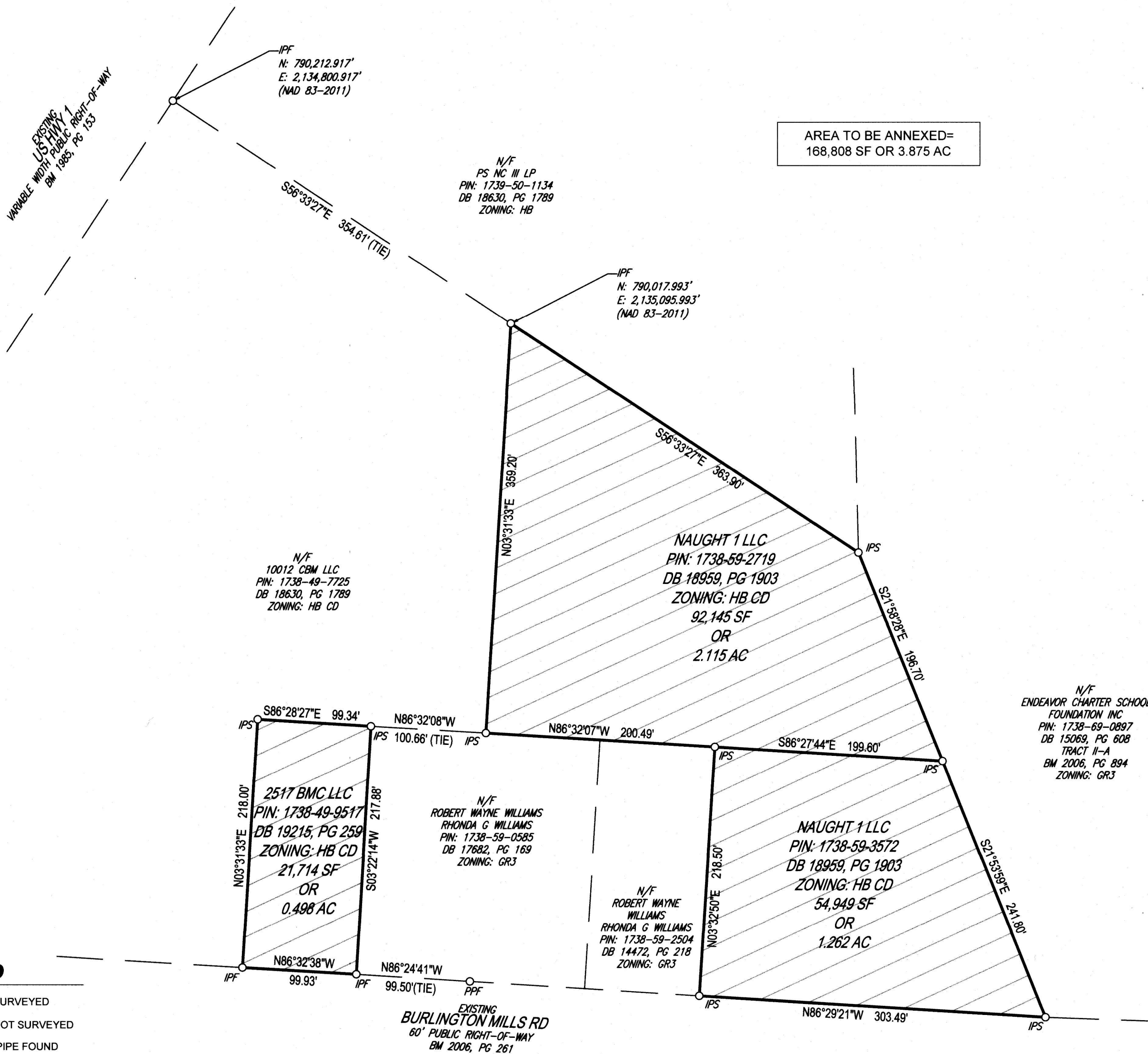
SURVEYOR NC L-3920



LEGEND

- LINE SURVEYED
- LINE NOT SURVEYED
- IPF IRON PIPE FOUND
- PPF PINCHED PIPE FOUND
- IPS IRON PIPE SET
- AREA TO BE ANNEXED

AREA TO BE ANNEXED=
168,808 SF OR 3.875 AC



BOHLER
BOHLER ENGINEERING NC, PLLC

SITE CIVIL AND CONSULTING ENGINEERING
LAND SURVEYING
PROGRAM MANAGEMENT
LANDSCAPE ARCHITECTURE
SUSTAINABLE DESIGN
PERMITTING SERVICES
TRANSPORTATION SERVICES

REVISIONS

REV	DATE	COMMENT	DRAWN BY	CHECKED BY

PROJECT No.: NCB220294.00
DRAWN BY: DET
CHECKED BY: JT / TET
DATE: 04/09/2025
CAD I.D.: S-ANX-PLAT
FIELD DATE: 03/06/2023
CREW CHIEF: RJ
APPROVED: TET

PROJECT:

ANNEXATION MAP
FOR THE TOWN OF
WAKE FOREST

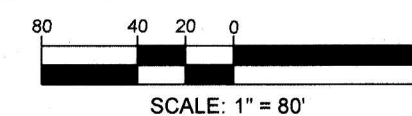
PROPERTY OF

2517 BMC, LLC &
NAUGHT 1, LLC

REZONING CASE RZ-23-12
2517, 2605 & 2601 BURLINGTON
MILLS RD
PINS 1738-49-9517, 1738-59-3572 &
1738-59-2719
DB 6577, PG 703
TOWN OF WAKE FOREST,
WAKE FOREST TOWNSHIP
WAKE COUNTY, NORTH
CAROLINA

BOHLER
BOHLER ENGINEERING NC, PLLC

NCBELS P-1132
4130 PARKLAKE AVENUE, SUITE
200
RALEIGH, NC 27612
Phone: (919) 578-9000
NC@BohlerEng.com



FINAL

SHEET NUMBER:

1
OF 1

ORG. DATE - 04/09/2025



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: January 16, 2025

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 Metes & Bounds description and survey map

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.

2517 BMC LLC	5839 Capital Blvd	2517 BMC LLC	
By: C. David Johnson, Jr.	Raleigh, NC 27616	By: 	1/20/2025
Name	Address	Signature	Date
Naught 1 LLC	5839 Capital Blvd	Naught 1 LLC	
By: C. David Johnson, Jr.	Raleigh, NC 27616	By: 	1/20/2025
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 2025-XXX

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

(Contiguous annexation submitted by the property owners Naught 1 LLC and 2517 BMC LLC, located at 2517, 2601, and 2605 Burlington Mills Road, being Wake County PINs 1738499517, 1738593572, and 1738592719 being approximately 3.875 acres.)

WHEREAS, the Board of Commissioners has adopted a resolution under N.C.G.S. 160A-31, 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 April 15, 2025, after due notice by publication on April 1, 2025; and

WHEREAS, the Board of Commissioners does hereby find as a fact that said petition meets the requirements of N.C.G.S. 160A-31, 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-31, as amended, the following described territory is hereby annexed and made part of the Town of Wake Forest as of the 15th day of April, 2025

(See Attachment A – Legal Description and Attachment B - Annexation Exhibit)

Section 2. Upon and after the 15th day of April, 2025, 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 15th day of April 2025.

Vivian A. Jones
Mayor

ATTEST:

APPROVED AS TO FORM:

Evelyn Wright
Town Clerk

Eric A. Vernon
Town Attorney



BOARD OF COMMISSIONERS AGENDA ITEM REPORT

Agenda Item No.: 2025-430-

Submitted by: Evelyn Wright, Administration

Submitting Department: Administration

Meeting Date: April 15, 2025

Subject

Public Comment: If anyone would like to address the Board of Commissioners on an item other than a public hearing item during the time of public comment, please sign up with the Town Clerk prior to the meeting. Each speaker is asked to limit comments to 3 minutes. Please provide the clerk with copies of any handouts you have for the Board. Although the Board is interested in hearing your concerns, speakers should not expect Board action or deliberation on subject matter brought up during the Public Comment segment. Topics requiring further investigation will be referred to the appropriate Town Staff and may be scheduled for a future agenda. Thank you for your consideration of the Board of Commissioners, staff and other speakers.

Recommendation:

item Summary:

ATTACHMENTS:



BOARD OF COMMISSIONERS AGENDA ITEM REPORT

Agenda Item No.: 2025-398-

Submitted by: Allison Snyder, Administration

Submitting Department: Administration

Meeting Date: April 15, 2025

Subject

Approval of contract related to road improvements associated with the Reserve at Dunn Creek.

Recommendation:

Approval of Resolution authorizing the Town Manager to execute on behalf of the Town of Wake Forest a contract with to Dunn Creek Owner LLC for the construction and installation of a full 2-lane section of Friendship Chapel Road from Holding Village to the Reserve at Dunn Creek.

item Summary:

ATTACHMENTS:

- [Summary Dunn Creek Western Crossing.pdf](#)
- [Attachment A Resolution and Contract](#)
- [Exhibit A Friendship Chapel Western Crossing.pdf](#)
- [Exhibit B-1 The Cost Estimate Friendship Chapel Western Crossing.pdf](#)
- [Exhibit B-2 Prior Design Costs Friendship Chapel Western Crossing.pdf](#)

Agenda Item: Presentation of Resolution authorizing the Town Manager to execute on behalf of the Town of Wake Forest a contract with Dunn Creek Owner, LLC to construct a full 2-lane section of Road from Holding Village to The Reserve at Dunn Creek.

Summary: The Town has determined that it is most cost effective to enter into agreement with the Developer to reimburse two-thirds (2/3) of the cost for the installation of the road pursuant to N.C.G.S. § 160A-309, the Town of Wake Forest, North Carolina (the "Town") may contract with a developer or property owner, or with a private party who is under contract with the developer or property owner, for public intersection or roadway improvements that are adjacent or ancillary to a private land development project."

The project is estimated to cost \$6,357,830. The Town's estimated portion is \$4,214,553. The agreement caps the Town's obligation for the project to \$4,300,000. A portion of the Town's payment will include previously accepted fee in lieu funds from Holding Village.

Attachment: Attachment_A_Resolution and Contract
Exhibit A- Friendship Chapel West Crossing
Exhibit B-1 The Cost Estimate Friendship Chapel
Exhibit B-2 Prior Design Costs

STATE OF NORTH CAROLINA
COUNTY OF WAKE

JOINT DEVELOPMENT AGREEMENT
(Friendship Chapel Road Improvements)

THIS JOINT DEVELOPMENT AGREEMENT (this “**Agreement**”) is entered into as of _____, 2025 (the “**Effective Date**”) by and between the **Town of Wake Forest**, a North Carolina municipal corporation (the “**Town**”) and **Dunn Creek Owner, LLC**, a North Carolina limited liability company (the “**Developer**”). The Town and Developer are sometimes referred to collectively herein as the “**Parties**” and individually as a “**Party**”.

RECITALS

WHEREAS, pursuant to N.C.G.S. § 160A-309 a city may contract with a developer or property owner for public intersection or roadway improvements that are adjacent or ancillary to a private land development project;

WHEREAS, the Developer is the developer of a development in the Town known as The Reserve at Dunn Creek (the “**Development**”), and is the owner of certain real property located within the Development;

WHEREAS, in connection with the Development, the Developer is required to design and construct the extension of Friendship Chapel Road, including an environmental crossing, along the western boundary adjacent to Holding Village to the Development (the “**Road**”) and is responsible for one-third (1/3) of the cost between the Town and the Developer (the “**Developer Improvements**”);

WHEREAS, the Town desires to complete the improvements of the Road consistent with the Town Comprehensive Transportation Plan in order to complete a full 2-lane section of the Road from Holding Village to the Development (the “**Town Improvements**”);

WHEREAS, the Parties have agreed to jointly design, construct and fund the Developer Improvements and the Town Improvements in accordance with the terms of this Agreement (the Developer Improvements and the Town Improvements, collectively the “**Improvements**”)

WHEREAS, the construction plans for the Improvements are more precisely delineated on the constructions documents attached hereto as **Exhibit A** and incorporated herein by reference (the “**Construction Plans**”);

WHEREAS, to allow for a more defined scope and allocation of the Improvements the Developer has engaged and funded certain contractors that have commenced with the planning, design, engineering, and permitting of the Improvements (the “**Engineering and Permitting**”), which Engineering and Permitting costs (the “**Engineering and Permitting Costs**”) will be allocated and reimbursed by the Parties as set forth in this Agreement; and

WHEREAS, N.C.G.S. § 160A-20.1 enables the Town to contract with and appropriate money to any person, association, or corporation, in order to carry out any public purpose that the Town is authorized to engage in.

THE AGREEMENT

NOW, THEREFORE in consideration of the mutual promises and covenants contained herein, the Town and Developer agree as follows:

1. **Recitals.** The recitals set forth above are hereby incorporated into this Agreement by reference.

2. **Construction of Improvements.**

a. **Construction.** The Developer shall cause for the hiring of the Project Manager (as defined herein) to manage and oversee the Engineering and Permitting and the construction of the Improvements. These efforts shall be carried out in a good and workmanlike manner, in accordance with the terms of the Town's Unified Development Ordinance adopted July 16, 2013 (as amended, the "**UDO**"); the Town's approved construction process; the Town's Manual of Specifications, Standards and Design; and the Construction Plans approved by the Town for the construction of the Improvements (collectively, the "**Approved Construction Process**").

b. **Right of Way and Temporary Construction Easements.** Developer Parties shall be solely responsible to obtain and pay for all rights of way and temporary construction easements needed to construct the Improvements, which costs shall be included in the Cost Estimate (defined below) and shall be deemed part of the Improvements Work Costs (defined below). All rights of way included as part of the Improvements shall be dedicated to the appropriate governmental authority, as designated by the Town.

c. **Project Manager.** The Developer shall select and engage a construction project management company (the "**Project Manager**") to manage and oversee the construction and installation of the Improvements, and to otherwise carryout any or all of the Developer's management and oversight obligations set forth herein. The Developer and the Project Manager are sometimes referred to herein collectively as the "**Developer Parties**".

d. **Engineer's Certificate.** Following Substantial Completion (as defined hereafter) of the Improvements, the Project Manager shall cause Timmons Group (the "**Project Engineer**") to complete and issue a final engineering certification for the Improvements (the "**Engineer's Certificate**"). The Engineer's Certificate shall be certified to the Town and any other parties the Town reasonably requests. "**Substantial Completion**" of the Improvements shall occur when (i) the Engineer's Certificate has been delivered to the Town, (ii) all improvements to the Road have been constructed and installed pursuant to the Construction Plans, (iii) both through lands on the Road may be used for the intended purpose, and (iv) both through lanes on the Road meet the applicable governmental requirements to be opened to through traffic.

3. **Town's Acceptance.**

a. **Maintenance and Inspection.** Following the beginning of construction of the Improvements, but prior to final acceptance by the Town, the Developer shall be responsible for maintenance of the Improvements, all in accordance with the Construction Plans. Upon Substantial Completion and the Developer Parties' compliance with the Town's UDO requirements for "final acceptance", the Town shall be responsible for the maintenance of the Improvements ("**Final Acceptance**"). The Town may inspect the Improvements prior to Final Acceptance. In performing any maintenance to the Improvements prior to Final Acceptance, the Developer Parties shall adhere to the Town's standards, rules and regulations, including without limitation the Town's safety policies and road or lane closure policies. Notwithstanding anything to the contrary contained herein, the Town shall continue to be solely responsible for the payment of streetlight usage fees applicable to the Road, if any. The Town's UDO requirements for Final Acceptance are set out in Exhibit C, incorporated herein by reference, as the same may be amended from time to time; provided that the Developer Parties shall not be required to post a financial guarantee pursuant to Section 6.12.1(D)(1)(c) of the Town's UDO.

b. Final Acceptance. Upon Final Acceptance, the Developer Parties' obligations to maintain the Roads shall cease and the Town shall thereafter be responsible for the maintenance of the Improvements. The Town agrees to certify Final Acceptance by issuing a letter to the Developer Parties memorializing its Final Acceptance.

4. Funding.

a. Establishing Allocation and Funding of Costs.

i. Prior Engineering and Permitting Costs. The Town confirms that the Developer has funded the Engineering and Permitting Costs for the Improvements prior to the effective date of this Agreement. The Town shall reimburse Developer for its respective share of such Engineering and Permitting Costs as provided in Section 4.a.iii. herein.

ii. Future Design and Construction Funding. The Parties shall fund all future costs and expenses related to the design, engineering and construction of its portions of the Improvements as shown on Exhibit A (e.g. Friendship Chapel Road from the Development to the existing roadway within Holding Village), pursuant to this Section 4. The estimated costs shown in Exhibit B-1 attached hereto and incorporated herein by this reference (the "**Cost Estimate**") constitute a commercially reasonable estimate of the entirety of the costs for the design, engineering and construction of the Improvements (the "**Improvements Work Costs**"). Notwithstanding the foregoing or anything herein to the contrary, the Improvements Work Costs shall only include those costs actually and reasonably incurred by the Parties for the design, engineering and construction of the Improvements, but exclusive of legal fees and administrative costs (including, but not limited to, profit and overhead) of the Parties.

iii. Prior Design Funding. The Town acknowledges that the Developer has previously funded a portion of the Engineering and Permitting Costs (collectively, the "**Prior Design Costs**"). An accounting of the Prior Design Costs is set forth on Exhibit B-2 attached hereto and incorporated herein by this reference. The Town and Developer further agree that the Town shall reimburse the Developer pursuant to this subsection on the first Draw Request (defined herein) for the Prior Design Costs based on the following formula:

A. The Town shall be responsible for two-thirds (2/3) of the Prior Design Costs, for the Improvements as shown on Exhibit A.

B. The Developer shall be responsible for one-third (1/3) of the Prior Design Costs, for the Improvements as shown on Exhibit A.

b. Funding Procedure. The Developer Parties shall plan and carry out the construction of the Improvements pursuant to this Agreement. Developer Parties shall submit quarterly Draw Requests (defined below) to the Town at least fourteen (14) business days prior to the date on which the Developer Parties request the Town's payment of the Draw Request in order to fund the portions of the Improvements Work Costs applicable to the Town Improvements. A "**Draw Request**" or "**Draw Requests**" means a written request setting forth the costs incurred or to be incurred by the Developer Parties in completing the Improvements that constitute Improvements Work Costs and specifying each line item for which the disbursement is requested, consistent with the line items in the Cost Estimate. Together with the Draw Request, the Developer Parties shall submit to the Town: (i) a certificate executed by the Developer Parties and the Project Engineer stating the costs of the work to be funded by the applicable Draw Request are Improvements Work Costs that have been paid, or will be immediately paid, upon receipt of the disbursement pursuant to the Draw Request; (ii) in agreement to match if budget line item is described differently. (ii) an interim (or in the case of final payment, final) lien waiver signed by the applicable contractor(s); and (iii) any other information reasonably necessary for the Town to review and approve the

Draw Request as requested by the Town. The Town shall review the Draw Request and within fourteen (14) business days following its receipt of the Draw Request in good faith either approve and pay or disapprove the Draw request in writing to the Developer Parties. Following the Town's approval of the Draw Request, the Town shall promptly process the Draw Request's payment to the Developer.

c. Procedure for Disputed Draw Requests. If the Developer believes the Town is in default under this Agreement for failing to approve a Draw Request, the Developer and the Town shall make a good faith effort to negotiate and informally resolve the dispute prior to pursuing any available legal remedies. If the Town and the Developer cannot resolve the dispute through negotiation within thirty (30) days of the Town's written disapproval of the Draw Request as provided in Section 4.b., Developer will submit the applicable Draw Request (the "**Developer Draw Request Submission**"), and the Town will submit a written rejection or partial approval of the Draw Request or other mark-up of the Draw Request (the "**Town Draw Request Submission**"), to the Project Engineer. The Project Engineer will then select either the Developer Draw Request Submission or the Town Draw Request Submission as being the most accurate in its professional opinion (the "**Approved Expense Submission**"), which Approved Expense Submission will then be binding on the Parties. Thereafter, the Town shall promptly provide funding for the amount of the Approved Expense Submission. The Project Engineer's costs and fees incurred in connection with this Section shall be paid by the Parties in equal shares.

d. Bonding and Performance Guarantees. The Developer Parties, or its designee, will prior to commencing construction of the Improvements, post a completion bond for the Developer Improvements, with the Town named as beneficiary (the "**Completion Bond**"). Upon incremental completion of Improvements in Developer Parties' discretion, and upon notice to the Town, the Developer may apply to partially reduce the Completion Bond to cover only 110% of the remaining work for the Improvements at any given time, which remaining work and the amount thereof shall be certified in writing to the Town by the Project Engineer at the time a request to reduce the amount of the Completion Bond is made. The Completion Bond shall be released in full upon Final Acceptance

5. Changes to the Cost Estimate. If, at any point during the design, engineering and construction of the Improvements, there is a material increase in the Cost Estimate as it relates to the Town Improvements, then the Developer Parties shall promptly submit to the Town's Chief Financial Officer (or another party identified by the Town) a written request to amend the Cost Estimate (a "**Change Request**"). A Change Request shall include sufficient detail (i.e., quotes, invoices, receipts, and/or such other documentation as may reasonably be requested by the Town) to allow the Town to determine whether to consent to the proposed increase in the Cost Estimate. The Town shall make a final determination, in writing, whether to consent or object to a Change Request within thirty (30) days' receipt of such initial request (a "**Change Request Response**"). Change Requests shall not be submitted until after contingency is deployed, in full, in the amount as set forth on Exhibit B-1. The Town and Developer Parties acknowledge and agree that Developer Parties may re-allocate Improvements Work Costs set out in the Cost Estimate (including allocation of contingency) as reasonably necessary to pay for actual and projected costs. The re-allocation of Improvements Work Costs in this manner shall not constitute a Change Request until the sum of actual or projected costs exceed the Cost Estimate total. The Developer Parties shall notify the Town of any re-allocations which shall be documented in with each Developer Draw Request Submission. Notwithstanding anything herein to the contrary, the terms and amount of the Improvements Work Costs, as set forth herein, may not be changed without the prior written consent of the Town's Chief Financial Officer, which consent shall not be unreasonably withheld, conditioned or delayed.

6. Bidding. This Agreement is not subject to Article 8 of Chapter 143 of the North Carolina General Statutes, except that the Developer Parties shall solicit bids in accordance with Article 8 of Chapter 143 of the General Statutes when awarding contracts for the Improvements that would have required competitive bidding if the contract had been awarded by the Town. For purpose of clarity, any construction

work done on behalf of the Town would require formal bidding (advertisement, sealed bid, award to the lowest responsible responsive bidder, and other requirements set forth in N.C.G.S. § 143-129) if the public cost for the Improvements authorized under N.C.G.S. § 160A-309 will exceed \$250,000.00. For reimbursements, credits, or payments made by public funds below that amount, informal bidding rules shall apply which requires the work to have been awarded to the lowest responsible responsive bidder after three (3) informal proposals have been received. This Agreement is not subject to Article 8 of Chapter 143 of the North Carolina General Statutes, except that the Developer Parties shall solicit bids in accordance with Article 8 of Chapter 143 of the General Statutes when awarding contracts for Town Improvements that would have required competitive bidding if the contract had been awarded by the Town.

7. **Notice and Cure Period.** Neither party will be deemed to be in default under this Agreement except upon the expiration of thirty (30) days from receipt of written notice from the other party specifying the particulars in which such party has failed to perform its obligations under this Agreement, unless such party, prior to the expiration of said 30-day period, has cured the particulars specified in said notice of default or, if the cure is not reasonably able to be completed within such 30-day period, has commenced within such 30-day period to cure the particulars specified in said notice of default and thereafter diligently proceeds to cure the same. Provided, however, notwithstanding the thirty (30) day notice and cure period set out in this Section 7, in the event of a monetary default pursuant to this Agreement, neither party will be deemed to be in default except upon the expiration of fifteen (15) days from receipt of written notice from the other party specifying the nature and amount of the monetary default.

8. **Default and Alternative Dispute Resolution.** Subject to Sections 4.b. and 4.c. herein, any claim, dispute, or other matter in question arising out of or related to this Agreement (“Claim”) shall be subject to dispute resolution employing the steps contained herein in the order stated as a condition precedent to each subsequent step.

a. **Negotiation.** Within thirty (30) days after the delivery by either party of a notice of default, at least one (1) representative of each party’s senior management not involved in the day-to-day responsibilities under this Agreement will meet and confer, either in person or by telephone, in an effort to informally resolve any uncured Claim(s) identified in a notice of default. If the parties cannot informally resolve such Claim(s) within thirty (30) days after the initial meeting or such other date as may be agreed upon by the parties, either party may thereafter pursue all other remedies available in this Agreement to such party.

b. **Mediation.** If negotiation above is unsuccessful after the parties’ commercially reasonable efforts to resolve the Claim(s), then mediation shall follow, with a mediator chosen jointly by the parties. Any mediation shall be conducted in accordance with then-effective AAA Mediation Rules, unless the parties mutually agree otherwise. Demand for mediation by either party shall be filed in writing with the other party to this Agreement. Any demand for mediation shall be made within fifteen (15) days after the negotiations under Section 8.a have been unsuccessfully concluded. In any mediation, the parties shall share equally the mediator’s fee and any filing fees. The mediation shall be conducted in Wake County North Carolina in a location mutually agreeable to the parties. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

c. **Arbitration/Litigation.** If mediation above is unsuccessful after the parties’ commercially reasonable efforts to resolve the Claim(s), any Claim(s) not resolved through the steps set forth in Section 8.a and 8.b may be arbitrated; otherwise, the Claim(s) shall be litigated. Either party may initiate a request to arbitrate by written request to the other party. If the non requesting party elects not to arbitrate the Claim(s), the non requesting party shall so notify the requesting party in writing within fifteen (15) days after the date of the written notice requesting arbitration.

(i) **Arbitration.** If the parties agree to resolve the Claim(s) by arbitration, then the Claim(s) not resolved pursuant to Section 8.a and 8.b shall be submitted to binding arbitration. All arbitration under this Agreement shall be conducted pursuant to the Federal Arbitration Act (or if inapplicable, then the applicable state arbitration laws) and the AAA Arbitration Rules. The arbitration shall be conducted in Wake County North Carolina in a location mutually agreeable to the parties. All arbitrators shall have at least ten (10) years of substantial experience in municipal infrastructure and construction matters in the Raleigh-Durham-Cary, North Carolina MSA. In any arbitration, the parties shall share equally the arbitration costs including the arbitrators' fees and filing fees. Each party shall be solely responsible for their respective attorneys' fees. Subject to the foregoing, any award rendered shall be final and judgment may be entered upon such award in accordance with applicable laws by any court having jurisdiction.

(ii) **Litigation.** Any litigation between the parties shall take place in the applicable state courts for the State of North Carolina, and it is agreed by the parties that no other court shall have venue with respect to such litigation. Any litigation shall neither be commenced nor removed to federal court. The Section 7 (c) (ii) shall not apply to subsequent actions to enforce a judgement entered in actions heard pursuant to this Section 7 (c) (ii).

d. For Ten Dollars (\$10.00) and other special consideration, the receipt and sufficiency of which are hereby acknowledged by the Town and the Developer, the agreements and provisions set forth in this Section 8 shall have independent significance between the parties and shall survive the performance, cancellation, and/or termination of this Agreement, as the same may be modified or amended from time to time.

9. **Notices.** All notices and other communications required or permitted by this Agreement shall be in writing and shall be given by either personal delivery, certified United States mail, return receipt requested, or overnight delivery by a nationally reputable overnight delivery service (e.g., UPS, FedEx) addressed as follows:

To the Town:

Town of Wake Forest
301 S. Brooks Street
Wake Forest, NC 27587
Attn: Town Manager

To the Developer:

Dunn Creek Owner, LLC
3105 Glenwood Ave, Suite 105
Raleigh, NC 27612
Attn: Christopher Woody II

with copy to:

Town of Wake Forest
301 S. Brooks Street
Wake Forest, NC 27587
Attn: Town Attorney

A change of address or person to receive notice may be made by either Party by notice given to the other Party. Any notice or other communication under this Agreement shall be deemed given at the time of actual delivery, if it is personally delivered. If the notice or other communication is sent by US Mail, it shall be deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the US Postal Service or upon actual delivery, whichever occurs first. If the notice or other communication is sent by overnight delivery, it shall be deemed given upon documented delivery to the overnight delivery service.

10. **Indemnification.** To the maximum extent allowed by law, the Developer shall indemnify

and save harmless the Town, its agents, officers, and employees, from and against all charges that arise in any manner from, in connection with, or out of this Agreement proximately caused by the negligent acts or omissions of the Developer, their agents, officers, or employees or anyone for whose acts any of them may be liable except for damage or injury caused solely by the negligence or intentional misconduct of the Town, its agents, officers, or employees. As used in this subsection, "charges" means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, expenses, interest, reasonable attorney's fees, and amounts for alleged violations of sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders. Nothing in this section shall affect any warranties in favor of the Town that are otherwise provided in or arise out of this Agreement. This Section is in addition to and shall be construed separately from any other indemnification provisions or remedies that may be in this Agreement. This Section shall remain in force despite termination of this Agreement (whether by expiration of the term or otherwise) and termination of the services of any supplemental agreement entered into under this Agreement.

11. **Choice of Law.** This Agreement shall be deemed made in Wake County, North Carolina. This Agreement shall be governed by and construed in accordance with the law of North Carolina.

12. **Waiver.** No action or failure to act by either Party shall constitute a waiver of any of its rights or remedies that arise out this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

13. **Performance of Government Functions.** Nothing contained in this Agreement shall be deemed or construed in any way to stop, limit, or impair the Town from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

14. **Severability.** If any provision of this Agreement shall be unenforceable, the remainder of this Agreement shall be enforceable to the extent permitted by law.

15. **Assignment, Successors and Assigns.** Without the Town's written consent, the Developer shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out this Agreement. Unless the Town otherwise agrees in writing, the Developer and all assigns shall be subject to all of the Town's defenses and shall be liable for all of the Developer's duties that arise out of this Agreement and all of the Town's claims that arise out of this Agreement. Without granting the Developer the right to assign, it is agreed that the duties of the Developer that arise out of this Agreement shall be binding upon it and its heirs, personal representatives, successors, and assigns.

16. **Compliance with Law.** In performing all of its obligations hereunder, the Developer shall comply with all applicable law.

17. **Town Policy.** THE TOWN OPPOSES DISCRIMINATION ON THE BASIS OF RACE AND SEX AND URGES ALL OF ITS DEVELOPERS TO PROVIDE A FAIR OPPORTUNITY FOR MINORITIES AND WOMEN TO PARTICIPATE IN THEIR WORK FORCE AND AS SUBCONTRACTORS AND VENDORS UNDER CITY CONTRACTS.

18. **EEO Provisions.** During the performance of this Agreement the Developer agrees as follows:

a. The Developer shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Developer shall take affirmative action to ensure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Developer shall post in conspicuous places available to employees and applicants for employment, notices setting forth these EEO provisions.

b. The Developer in all solicitations or advertisements for employees placed by or on behalf of the Developer, state all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap.

19. **No Third Party Right Created.** This Agreement is intended for the benefit of the Town and the Developer and not any other person.

20. **Principles of Interpretation.** In this Agreement, unless the context requires otherwise, the singular includes the plural and the plural the singular. The pronouns “it” and “its” include the masculine and feminine. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The word “person” includes natural persons, firms, companies, associations, partnerships, trusts, corporations, governmental agencies and units, and any other legal entities.

21. **Modifications, Entire Agreement.** A modification of this Agreement is not valid unless signed by both parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against the Town unless the Town Manager or other duly authorized official signs it for the Town. This Agreement contains the entire agreement between the parties pertaining to the subject matter of this Agreement. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this Agreement.

22. **E-Verify.** Developer shall comply with the requirements of Article 2 of Chapter 64 of the NC General Statutes. Further, if Developer utilizes a subcontractor, Developer shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the NC General Statutes.

23. **Iran Divestment Act.** Developer certifies that; (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 147-86.58; (ii) it will not take any action causing it to appear on any such list during the term of this Agreement, and (iii) it will not utilize any subcontractor to provide goods or services hereunder that is identified on any list.

24. **Divestment from Companies that Boycott Israel.** Developer represents, covenants, and certifies that it is not listed on the list of restricted companies developed and published by the North Carolina State Treasurer as required by N.C.G.S. 147-86.81.

25. **Quality and Workmanship.** All work performed and/or services rendered shall be performed to the reasonable satisfaction of the Town. The work performed and/or services rendered shall not be considered complete, nor applicable payments rendered, until the Town is reasonably satisfied with the work performed and/or services rendered.

26. **Title VI.** During the performance of this Agreement, the Developer, for itself, its assignees and successors in interest agrees as follows:

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

b. **Nondiscrimination.** The Developer, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, national origin, sex, religion, age, or

disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Developer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Subcontractors, Including Procurements of Materials and Equipment.

In all solicitations either by competitive bidding or negotiation made by the Developer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Developer of the Developer's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

d. Information and Reports.

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

e. Sanctions for Noncompliance.

In the event of the Developer's noncompliance with the nondiscrimination provisions of this Agreement, the Town shall impose such contract sanctions as it or the Town may determine to be appropriate, including, but not limited to:

- A. withholding of payments to the Developer under the Agreement until the Developer complies, and/or
- B. cancellation, termination, or suspension of the Agreement, in whole or in part.

f. Incorporation of Provisions.

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

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

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

its obligations under this Agreement, then this Agreement shall automatically terminate without penalty to the Town upon written notice to Developer of such limitation or change in the Town's legal authority.

29. **No pledge of taxing authority.** The taxing power of the Town is not pledged directly or indirectly to secure any monies due under this Agreement.

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

31. **Conflict of Interest.** If this is an Agreement for design, engineering, contract administration or similar services, the Developer will not enter into contracts or agreements with third parties that may present a potential for conflict of interest between the Town and the third parties regarding the subject matter of this Agreement.

32. **Public Record.** This Agreement is subject to disclosure under the public records laws of the State of North Carolina.

33. **Miscellaneous Provision.** In the event of any inconsistency, conflict, or ambiguity between these miscellaneous terms and conditions and other associated contract documents, the parties agree that the terms and conditions of this Agreement shall prevail.

[SIGNATURE PAGE FOLLOWS. REMAINDER OF PAGE INTENTIONALLY BLANK.]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

THE TOWN:

ATTEST:

TOWN OF WAKE FOREST,
a North Carolina municipal corporation

_____, Town Clerk

By: _____
Kip Padgett, Town Manager

THE DEVELOPER:

DUNN CREEK OWNER, LLC
a North Carolina limited liability company

By: Edgewater Ventures, LLC,
a North Carolina limited liability company
its Manager

By: _____

Name: _____

Title: _____

PREAUDIT CERTIFICATION

This instrument has been pre-audited in a manner required by applicable law.

Aileen Staples, Chief Financial Officer

EXHIBIT A

The Construction Plans

See attached.

EXHIBIT B-1

The Cost Estimate

See attached

BUDGET FOR THE FRIENDSHIP CHAPEL RD EXTENSION "WEST" CROSSING

	Total Cost	TOWF (2/3)	DEVEL (1/3)	
Engineering and Fees	\$885,191	\$590,128	\$295,064	
Construction Costs				
General Conditions	\$48,000	\$32,000	\$16,000	
Clearing / Grubbing / Demo	\$100,000	\$66,667	\$33,333	
Erosion Control	\$276,500	\$184,333	\$92,167	
Earthwork and Fine Grading	\$462,000	\$308,000	\$154,000	
Retaining Walls	\$1,525,500	\$1,017,000	\$508,500	
Storm Drain / Culverts	\$1,096,000	\$730,667	\$365,333	
Water and Sanitary Sewer	\$610,000	\$406,667	\$203,333	
Roadwork and Flatwork	\$265,000	\$176,667	\$88,333	
TOTALS	\$5,268,191	\$3,512,128	\$1,756,064	
Bonds	\$36,000	\$0	\$36,000	
Management 8%	\$421,455	\$280,970	\$140,485	
Contingency 12%	\$632,183	\$421,455	\$210,728	
TOTAL PROJECTED BUDGET	\$6,357,830	\$4,214,553	\$2,143,277	TOTAL

EXHIBIT B-2

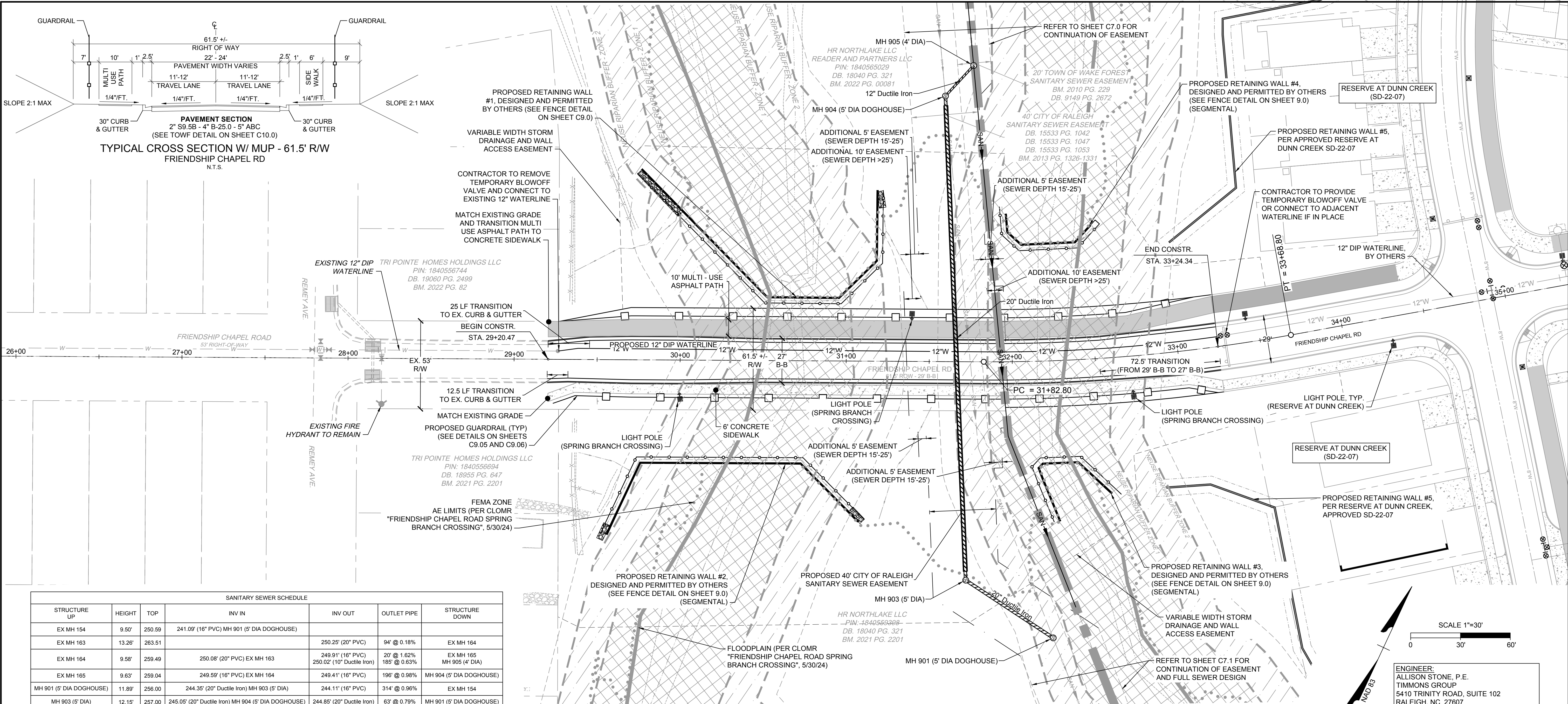
Prior Design Costs

See attached.

EXHIBIT C

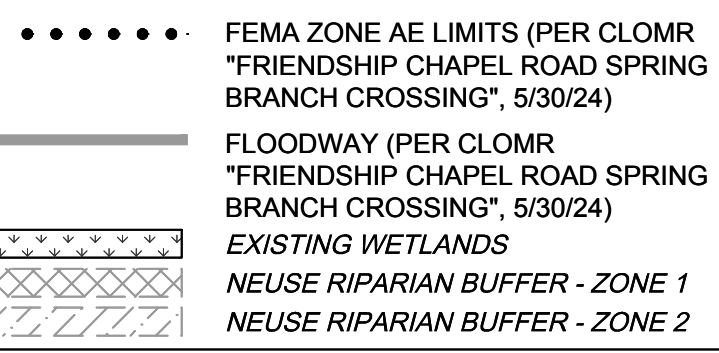
Town of Wake Forest UDO Final Acceptance Criteria

- a. General Acceptance UDO Section 6.2 & 6.13
- b. <https://online.flippingbook.com/view/703728449/96/>
<https://online.flippingbook.com/view/703728449/119/#zoom=true>
- c. UDO section 6.12.1 A-D_
<https://online.flippingbook.com/view/703728449/116/#zoom=true>

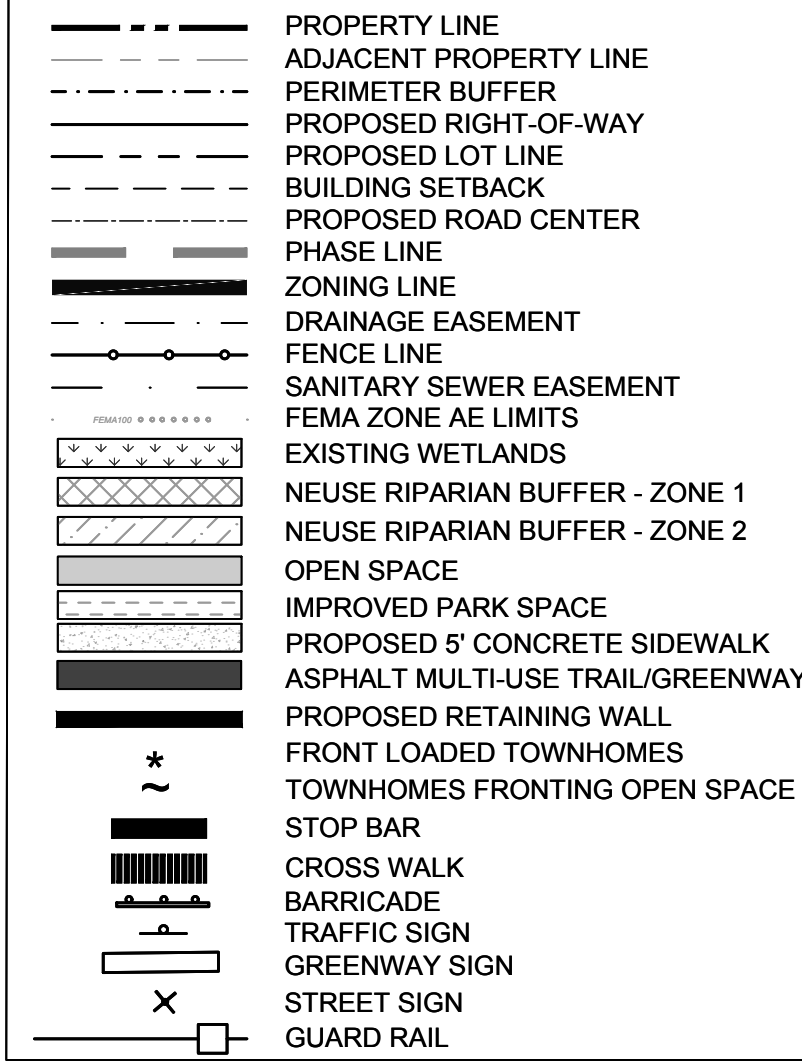


SANITARY SEWER SCHEDULE						
STRUCTURE UP	HEIGHT	TOP	INV IN	INV OUT	OUTLET PIPE	STRUCTURE DOWN
EX MH 154	9.50'	250.59	241.09' (16" PVC) MH 901 (5' DIA DOGHOUSE)			
EX MH 163	13.26'	263.51		250.25' (20" PVC)	94' @ 0.18%	EX MH 164
EX MH 164	9.58'	259.49	250.08' (20" PVC) EX MH 163	249.91' (16" PVC)	20' @ 1.62%	EX MH 165
EX MH 165	9.63'	259.04	249.59' (16" PVC) EX MH 164	249.41' (16" PVC)	196' @ 0.98%	MH 904 (5' DIA DOGHOUSE)
MH 901 (5' DIA DOGHOUSE)	11.89'	256.00	244.35' (20" Ductile Iron) MH 903 (5' DIA)	244.11' (16" PVC)	314' @ 0.96%	EX MH 154
MH 903 (5' DIA)	12.15'	257.00	245.05' (20" Ductile Iron) MH 904 (5' DIA DOGHOUSE)	244.85' (20" Ductile Iron)	63' @ 0.79%	MH 901 (5' DIA DOGHOUSE)
MH 904 (5' DIA DOGHOUSE)	12.72'	260.00	247.50' (16" PVC) EX MH 165	247.28' (20" Ductile Iron)	292' @ 0.76%	MH 903 (5' DIA)
MH 905 (4' DIA)	12.35'	261.00	248.85' (10" Ductile Iron) EX MH 164	248.65' (12" Ductile Iron)	25' @ 4.67%	MH 904 (5' DIA DOGHOUSE)

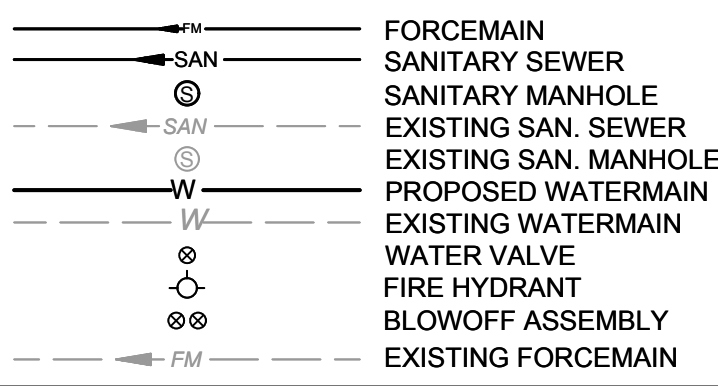
ENVIRONMENTAL LEGEND



LEGEND



UTILITY LEGEND



GENERAL CONTRACTOR

PRIOR TO BEGINNING ANY CONSTRUCTION, FIELD SURVEY SHALL VERIFY LOCATION, DEPTH, SIZE, MATERIAL, AND CONDITION OF ALL EXISTING UTILITIES. IN CASE OF CONFLICT OR IF DIFFERENT THAN PLAN, NOTIFY ENGINEER.

UTILITY SEPARATION NOTES:

- WHEN INSTALLING WATER &/OR SEWER MAINS, THE HORIZONTAL SEPARATION BETWEEN UTILITIES SHALL BE 10'. IF SEPARATION CANNOT BE MAINTAINED DUE TO EXISTING CONDITIONS, THE VARIATION ALLOWED IS THE WATER MAIN IN A SEPARATE TRENCH WITH THE ELEVATION OF THE WATER MAIN AT LEAST 18" ABOVE THE TOP OF THE SEWER & MUST BE APPROVED BY THE PUBLIC UTILITIES DIRECTOR. ALL DISTANCES ARE MEASURED FROM OUTSIDE DIAMETER TO OUTSIDE DIAMETER.
- WHERE IT IS IMPOSSIBLE TO OBTAIN PROPER SEPARATION, OR ANYTIME A SANITARY SEWER PASSES OVER A WATER MAIN, DIP MATERIALS OR STEEL ENCASUREMENT EXTENDED 10' ON EACH SIDE OF CROSSING MUST BE SPECIFIED & INSTALLED TO WATERLINE SPECIFICATIONS.
- 5.0' MINIMUM HORIZONTAL SEPARATION IS REQUIRED BETWEEN ALL SANITARY SEWER & STORM SEWER FACILITIES, UNLESS DIP MATERIAL IS SPECIFIED FOR SANITARY SEWER.
- MAINTAIN 18" MINIMUM VERTICAL SEPARATION AT ALL WATERMAIN & RCP STORM DRAINAGE CROSSINGS; MAINTAIN 24" MINIMUM VERTICAL SEPARATION AT ALL SANITARY SEWER & RCP STORM DRAIN CROSSINGS.
- ALL OTHER UNDERGROUND UTILITIES SHALL CROSS WATER & SEWER FACILITIES WITH 18" MINIMUM VERTICAL SEPERATION REQUIRED.

STANDARD COR UTILITY NOTES:

- ALL MATERIALS & CONSTRUCTION METHODS SHALL BE IN ACCORDANCE WITH CITY OF RALEIGH DESIGN STANDARDS, DETAILS & SPECIFICATIONS (REFERENCE: CORPUD HANDBOOK, CURRENT EDITION)
- UTILITY SEPARATION REQUIREMENTS:
 - A DISTANCE OF 100' SHALL BE MAINTAINED BETWEEN SANITARY SEWER & ANY PRIVATE OR PUBLIC WATER SUPPLY SOURCE SUCH AS AN IMPOUNDED RESERVOIR USED AS A SOURCE OF DRINKING WATER. IF ADEQUATE LATERAL SEPARATION CANNOT BE ACHIEVED, FERROUS SANITARY SEWER PIPE SHALL BE SPECIFIED & INSTALLED TO WATERLINE SPECIFICATIONS. HOWEVER, THE MINIMUM SEPARATION SHALL NOT BE LESS THAN 25' FROM A PRIVATE WELL, OR 50' FROM A PUBLIC WELL.
 - WHEN INSTALLING WATER &/OR SEWER MAINS, THE HORIZONTAL SEPARATION BETWEEN UTILITIES SHALL BE 10'. IF THIS SEPARATION CANNOT BE MAINTAINED DUE TO EXISTING CONDITIONS, THE VARIATION ALLOWED IS THE WATER MAIN IN A SEPARATE TRENCH WITH THE ELEVATION OF THE WATER MAIN AT LEAST 18" ABOVE THE TOP OF THE SEWER & MUST BE APPROVED BY THE PUBLIC UTILITIES DIRECTOR. ALL DISTANCES ARE MEASURED FROM OUTSIDE DIAMETER TO OUTSIDE DIAMETER.
 - WHERE IT IS IMPOSSIBLE TO OBTAIN PROPER SEPARATION, OR ANYTIME A SANITARY SEWER PASSES OVER A WATERMAIN, DIP MATERIALS OR STEEL ENCASUREMENT EXTENDED 10' ON EACH SIDE OF CROSSING MUST BE SPECIFIED & INSTALLED TO WATERLINE SPECIFICATIONS.
 - 5.0' MINIMUM HORIZONTAL SEPARATION IS REQUIRED BETWEEN ALL SANITARY SEWER & STORM SEWER FACILITIES, UNLESS DIP MATERIAL IS SPECIFIED FOR SANITARY SEWER.
 - MAINTAIN 18" MIN. VERTICAL SEPARATION AT ALL WATERMAIN & RCP STORM DRAIN CROSSINGS; MAINTAIN 18" MIN. VERTICAL SEPARATION AT ALL SANITARY SEWER & RCP STORM DRAIN CROSSINGS. WHERE ADEQUATE SEPARATIONS CANNOT BE ACHIEVED, SPECIFY DIP MATERIALS & A CONCRETE CRADLE HAVING 6" MIN. CLEARANCE (PER CORPUD DETAILS W-41 & S-49).
 - ALL OTHER UNDERGROUND UTILITIES SHALL CROSS WATER & SEWER FACILITIES WITH 18" MIN. VERTICAL SEPARATION REQUIRED.
- ANY NECESSARY FIELD REVISIONS ARE SUBJECT TO REVIEW & APPROVAL OF AN AMENDED PLAN &/OR PROFILE BY THE CITY OF RALEIGH PUBLIC UTILITIES DEPARTMENT PRIOR TO CONSTRUCTION
- DEVELOPER SHALL PROVIDE 30 DAYS ADVANCE WRITTEN NOTICE TO OWNER FOR ANY WORK REQUIRED WITHIN AN EXISTING CITY OF RALEIGH UTILITY EASEMENT TRAVELING PRIVATE PROPERTY
- CONTRACTOR SHALL MAINTAIN CONTINUOUS WATER & SEWER SERVICE TO EXISTING RESIDENCES & BUSINESSES THROUGHOUT CONSTRUCTION OF PROJECT. ANY NECESSARY SERVICE INTERRUPTIONS SHALL BE PRECEDED BY A 24 HOUR ADVANCE NOTICE TO THE CITY OF RALEIGH PUBLIC UTILITIES DEPARTMENT
- 3.0' MINIMUM COVER IS REQUIRED ON ALL WATER MAINS & SEWER FORCEMAINS. 4.0' MINIMUM COVER IS REQUIRED ON ALL REVERSE MAINS
- IT IS THE DEVELOPER'S RESPONSIBILITY TO ABANDON OR REMOVE EXISTING WATER & SEWER SERVICES NOT BEING USED IN REDEVELOPMENT OF A SITE UNLESS OTHERWISE DIRECTED BY THE CITY OF RALEIGH PUBLIC UTILITIES DEPARTMENT. THIS INCLUDES ABANDONING TAP AT MAIN & REMOVAL OF SERVICE FROM ROW OR EASEMENT PER CORPUD HANDBOOK PROCEDURE
- INSTALL 3/4" COPPER WATER SERVICES WITH METERS LOCATED AT ROW OR WITHIN A 2'X2' WATERLINE EASEMENT IMMEDIATELY ADJACENT. NOTE: IT IS THE APPLICANT'S RESPONSIBILITY TO PROPERLY SIZE THE WATER SERVICE FOR EACH CONNECTION TO PROVIDE ADEQUATE FLOW & PRESSURE
- INSTALL 4" PVC SEWER SERVICES @ 1.0% MINIMUM GRADE WITH CLEANOUTS LOCATED AT ROW OR EASEMENT LINE & SPACED EVERY 75 LINEAR FEET MAXIMUM
- PRESSURE REDUCING VALVES ARE REQUIRED ON ALL WATER SERVICES EXCEEDING 80 PSI; BACKWATER VALVES ARE REQUIRED ON ALL SANITARY SEWER SERVICES HAVING BUILDING DRAINS LOWER THAN 1.0' ABOVE THE NEXT UPSTREAM MANHOLE
- ALL ENVIRONMENTAL PERMITS APPLICABLE TO THE PROJECT MUST BE OBTAINED FROM NCDOE, USACE &/OR FEMA FOR ANY RIPARIAN BUFFER, WETLAND &/OR FLOODPLAIN IMPACTS (RESPECTIVELY) PRIOR TO CONSTRUCTION
- NC DOT / RAILROAD ENCROACHMENT AGREEMENTS ARE REQUIRED FOR ANY UTILITY WORK (INCLUDING MAIN EXTENSIONS & SERVICE TAPS) WITHIN STATE OR RAILROAD ROW PRIOR TO CONSTRUCTION
- GREASE INTERCEPTOR / OIL WATER SEPARATOR SIZING CALCULATIONS & INSTALLATION SPECIFICATIONS SHALL BE APPROVED BY THE RW FOG PROGRAM COORDINATOR PRIOR TO ISSUANCE OF A UC / BLDG PERMIT. CONTACT (819) 996-4516 OR FOG@RALEIGHNC.GOV FOR MORE INFORMATION
- CROSS-CONNECTION CONTROL PROTECTION DEVICES ARE REQUIRED BASED ON DEGREE OF HEALTH HAZARD INVOLVED AS LISTED IN APPENDIX B OF THE RULES GOVERNING PUBLIC WATER SYSTEMS IN NORTH CAROLINA. THESE GUIDELINES ARE THE MINIMUM REQUIREMENTS. THE DEVICES SHALL MEET AMERICAN SOCIETY OF SANITARY ENGINEERING (ASSE) STANDARDS OR BE ON THE UNIVERSITY OF SOUTHERN CALIFORNIA APPROVAL LIST. THE DEVICES SHALL BE INSTALLED AND TESTED (BOTH INITIAL AND PERIODIC TESTING THEREAFTER) IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS OR THE LOCAL CROSS-CONNECTION CONTROL PROGRAM, WHICHEVER IS MORE STRINGENT. A CERTIFICATE OF COMPLIANCE SHALL ALSO BE OBTAINED FROM THE RW CROSS-CONNECTION COORDINATOR FOR EACH DEVICE PRIOR TO ISSUANCE OF A UC / BLDG PERMIT. CONTACT (819) 996-8923 OR CROSS.CONNECTION@RALEIGHNC.GOV FOR MORE INFORMATION
- NOTICE FOR PROJECTS WITH REPLACED OR OVERSIZED MAINS: IF THE CITY'S REIMBURSEMENT FOR AN OVERSIZED MAIN OR URBAN MAIN REPLACEMENT PROJECT IS \$250,000 OR GREATER - THE PROJECT MUST BE PUBLICLY BID



1/30/2025

THIS DRAWING PREPARED AT THE
RALEIGH OFFICE
5410 Trinity Road, Suite 102 | Raleigh, NC 27607
TEL 919-866-4951 FAX 919-833-8124 www.timmons.com

YOUR VISION ACHIEVED THROUGH OURS.

DATE

01/29/2025

DRAWN BY

J. EDENS

DESIGNED BY

A. STONE

CHECKED BY

A. STONE

SCALE

1" = 30'

JOB NO.

49103

SHEET NO.

C2.0

RALEIGH WATER REVIEW OFFICER

PLANNING

CITY OF RALEIGH - PLANS AUTHORIZED FOR CONSTRUCTION

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Timothy Watson
01/30/2025
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PUBLIC WORKS/ENGINEERING

BUDGET FOR THE FRIENDSHIP CHAPEL RD EXTENSION "WEST" CROSSING

	Total Cost	TOWF (2/3)	DEVEL (1/3)	
Engineering and Fees				
	\$885,191	\$590,128	\$295,064	
Construction Costs				
<u>General Conditions</u>	\$48,000	\$32,000	\$16,000	
<u>Clearing / Grubbing / Demo</u>	\$100,000	\$66,667	\$33,333	
<u>Erosion Control</u>	\$276,500	\$184,333	\$92,167	
<u>Earthwork and Fine Grading</u>	\$462,000	\$308,000	\$154,000	
<u>Retaining Walls</u>	\$1,525,500	\$1,017,000	\$508,500	
<u>Storm Drain / Culverts</u>	\$1,096,000	\$730,667	\$365,333	
<u>Water and Sanitary Sewer</u>	\$610,000	\$406,667	\$203,333	
<u>Roadwork and Flatwork</u>	\$265,000	\$176,667	\$88,333	
TOTALS	\$5,268,191	\$3,512,128	\$1,756,064	
Bonds	\$36,000	\$0	\$36,000	
Management 8%	\$421,455	\$280,970	\$140,485	
Contingency 12%	\$632,183	\$421,455	\$210,728	
TOTAL PROJECTED BUDGET	\$6,357,830	\$4,214,553	\$2,143,277	TOTAL

Exhibit B-2 March 2025

Cost Category	Cost Sub-Catagory	Invoice Date	Month Paid	Amount	Detail
Engineering and Fees	Construction Plans	3/4/2025		\$ 61,828.60	101- Timmons-Phase History
Engineering and Fees	As-builts/Plats/certs	11/30/2024		\$ 760.00	103-Spring Branch-BNK 11-30-24 Inc #143407 \$760.00
Engineering and Fees	As-builts/Plats/certs	12/31/2022		\$ 4,046.50	103-West Crossing-BNK Inv 137130 12-31-22 \$4,046.50
Engineering and Fees	As-builts/Plats/certs	2/28/2023		\$ 4,156.00	103-West Crossing-BNK Inv 137639 2-28-23 \$4,156.00
Engineering and Fees	As-builts/Plats/certs	9/30/2023		\$ 2,166.50	103-West Crossing-BNK Inv 138183 4-30-23 \$2,166.50
Engineering and Fees	As-builts/Plats/certs	6/30/2024		\$ 48.00	103-West Crossing-BNK Inv 139624 9-30-23 \$48.00
Engineering and Fees	As-builts/Plats/certs	6/30/2024		\$ 1,558.00	103-West Crossing-BNK Inv 142014 6-30-24 \$1,558.00
Engineering and Fees	Environmental permitting	2/7/2025		\$ 625.00	105-West Crossing-S&EC Inv 59180 01-01-2025 to 02-07-25 \$625.00
Engineering and Fees	Environmental permitting	12/26/2024		\$ 531.25	105-West Crossing-S&EC 59037 12-26-24 \$531.25
Engineering and Fees	Environmental permitting	2/28/2023		\$ 1,307.50	105-West Crossing-S&EC Inv 56108 2-28-23 \$1,307.50
Engineering and Fees	Environmental permitting	9/20/2023		\$ 868.75	105-West Crossing-S&EC Inv 57012 9-20-23 \$868.75
Engineering and Fees	Environmental permitting	5/1/2024		\$ 5,356.08	105-West Crossing-S&EC Inv 58248 5-1-2024 to 07-12-24 \$5,356.08
Engineering and Fees	Environmental permitting	6/1/2024		\$ 656.25	105-West Crossing-S&EC Inv 58506 6-1-2024 to 08-23-24 \$656.25
		Total		\$ 83,908.43	



BOARD OF COMMISSIONERS AGENDA ITEM REPORT

Agenda Item No.: 2025-406-

Submitted by: Allison Snyder, Public Facilities

Submitting Department: Public Facilities

Meeting Date: April 15, 2025

Subject

Approval of resolution authorizing the Town Manager to execute on behalf of the Town of Wake Forest a contract with Berry Building Group to construct a public safety warehouse at 1412 Forestville Road for \$2,681,000.00

Recommendation:

item Summary:

ATTACHMENTS:

- [Summary Public Safety Warehouse.pdf](#)
- [Attachment A Public Safety Warehouse Resolution](#)
- [Attachment B Berry Building Group Submittal](#)
- [Attachment C Full Bid Tab](#)

Agenda Item: Presentation of resolution authorizing the Town Manager to execute on behalf of the Town of Wake Forest a contract with Berry Building Group to construct a public safety warehouse at 1412 Forestville Road for \$2,681,000.00

Summary: This project is listed in the Town's Capital Improvement Plan for the construction of the Public Safety Warehouse to store backup vehicles and equipment for our Fire and Police Departments. The vehicles are currently stored in 5031 Unicon Drive, Wake Forest Power. On January 6th, the notice was posted and on February 5th, the bidding closed with seven total bidders. Six were found to be responsive. The lowest bidder was Berry Building Group.

The project is estimated to cost \$2,681,000.00

Attachments:

Attachment A Public Safety Warehouse Resolution

Attachment B Berry Building Group Submittal

Attachment C Full Bid Tab

RESOLUTION 2025-XX

RESOLUTION AUTHORIZING THE TOWN MANAGER TO EXECUTE ON
BEHALF OF THE TOWN OF WAKE FOREST, THE CONTRACT FOR THE PUBLIC
SAFETY WAREHOUSE, BID #0007-2024

WHEREAS, the Public Facilities Department posted a call for bids for the Public Safety Warehouse construction project as an opportunity to collect competitive bids for construction services as specified in the bid documents; and

WHEREAS, consistent with the Town's purchasing policy, on January 6th, 2025, the Town published a Notice to Bidders inviting interested and qualified contractors to submit bids; and

WHEREAS, on February 5th, 2025, at 10:00 am the bid opening was closed; and

WHEREAS, a bid tabulation was completed, and all seven bids were reviewed to confirm receipt of required bid documentation, where six were found to be complete; and

WHEREAS, the lowest bidder was selected as the contractor to perform construction of The Public Safety Warehouse; and

BE IT RESOLVED by the governing body of the Town of Wake Forest hereby authorizes the Town Manager to execute a contract with the Berry Building Group for Bid #0007-2024 in the amount of \$2,681,000.00 for the Public Safety Warehouse construction project.

Adopted and effective this the 15th day of April 2025.

Vivian A. Jones, Mayor

ATTEST:

Evelyn Wright, Town Clerk

PROPOSAL FORM

Wake Forest Public Safety Warehouse
Bid #0007-2024

The undersigned bidder affirms and declares that he has carefully examined all bidding documents and Instructions to Bidders which are acknowledged to be a part of this proposal, and agrees to provide all labor, materials, equipment, supervision, permits; abide by all local, state and federal laws, rules, regulations, and ordinances applicable to perform the work listed in the specifications and scope of work for the following sum to wit:

TOTAL BASE BID – Lump Sum

TWO MILLION SIX HUNDRED EIGHTY ONE THOUSAND Dollars \$ 2,681,000.00

Construction Duration from NTP 305 CALENDAR DAYS

ITEM 1- Scope of Project

Site work and construction of a new 6,991 square foot, wood frame with masonry veneer walls on a concrete slab with associated plumbing, mechanical, power, lighting, fire alarm, and sprinkler system.

ITEM 2- Addendums

All addendums must be acknowledged in order for the proposal to be considered.

Addendum #1 ✓

Addendum #2 ✓

Addendum #3

The Town of Wake Forest intends to award a contract to the overall lowest responsible, responsive bidder taking into consideration quality, performance, and the time specified in this bid. The Town of Wake Forest reserves the right to reject or all proposals and to make the award as deemed in the best interest of the Town of Wake Forest.

All bidders **MUST** complete and submit with their bid the enclosed Non-Collusion Affidavit of Prime Bidder.

SIGNATURE PAGE

Wake Forest Public Safety Warehouse -- Bid #0007-2024

The undersigned certifies that they have read and understood all the provided bidding documents, the project specifications, and agree to the terms and conditions stated herein.

This bid must be signed by a responsible official of the bidding organization and notarized.

2/5/2025

Date

Berry Building Group, Inc.

Company



Authorized Signature

Jason Knoernschild, Vice President

Printed Name and Title

2755-B Charles Blvd

Street Mailing Address

81204

Contactor's NC License No.



83-0615011

Federal Identification #

jasonk@berrybg.com

Email Address

Greenville, NC 27858

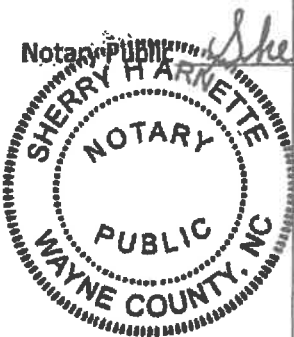
City, State, Zip Code

919-810-4120

Telephone Number

On this day of Feb 5, 2025, before me Jason Knoernschild (name) appeared and, being duly sworn, did execute the foregoing proposal, and did so state that he/she was properly authorized by Berry Building Group Inc (name of company) to execute the proposal and did so on his/her free act and deed.

Notary Public



Sherry H. Arnette

My Commission Expires

05/28/2029

(SEAL)

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

****attach to bid (required)****

State of NORTH CAROLINA

County of PITT

Project: Wake Forest Public Safety Warehouse Bid #0007-2024

JASON KNOERNSCHILD being first duly sworn, deposes and says that:

1. He is (owner, partner, officer, representative or agent) of BERRY BUILDING GROUP, INC the Bidder that has submitted the attached Bid;

2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bids of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Wake Forest or any person interested in the proposed Contract; and

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this Affiant.

[Signature]

Name

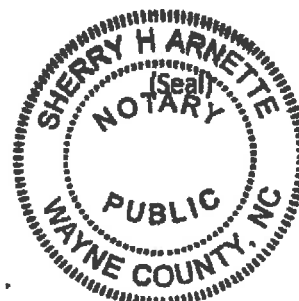
VICE PRESIDENT

Title

Subscribed and Sworn to before me this 5th Day of February, 2025

Notary Public: Sherry H. Arnette

My Commission Expires: 05/28/2029



Project: Bid # 0007-2024

do hereby certify that on this project, we ***intend to*** use the following M/WBE firms as construction subcontractors, vendors, suppliers, or providers of professional services.

[illegible]

* Minority Categories: Black or African American (B), Hispanic (H), Asian American (A), American Indian (I), Female (F), and Socially and Economically Disadvantaged (D).

\$ 656,282

24 %

1. BERRY BUILDING GROUP, INC.

do hereby certify that on this project, we will use the following HUB Certified/ minority business as construction subcontractors, vendors, suppliers or providers of professional services.

[illegible]

*Minority categories: Black, African American (B), Hispanic (H), Asian American (A) American Indian (I),

Female (F) Socially and Economically Disadvantaged (D)

** HUB Certification with the state HUB Office required to be counted toward state participation goals.

The total value of minority business contracting will be (\$) 656,252.

The total percentage of minority business contracting will be (%) 24%

Town of Wake Forest -AFFIDAVIT A – Listing of Good Faith Efforts

County of

Pitt

(Name of Bidder)

Affidavit of

BERRY BUILDING GROUP

I have made a good faith effort to comply under the following areas checked:

Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive. (1 NC Administrative Code 30 I.0101)

- ☒ 1 – (10 pts) Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- ☒ 2 – (10 pts) Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- ☒ 3 – (15 pts) Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- ☒ 4 – (10 pts) Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- ☒ 5 – (10 pts) Attended prebid meetings scheduled by the public owner.
- ☐ 6 – (20 pts) Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- ☐ 7 – (15 pts) Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- ☐ 8 – (25 pts) Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- ☐ 9 – (20 pts) Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- ☒ 10 – (20 pts) Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the

Identification of Minority Business Participation schedule conditional upon scope of contract to be executed

with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure to abide by this

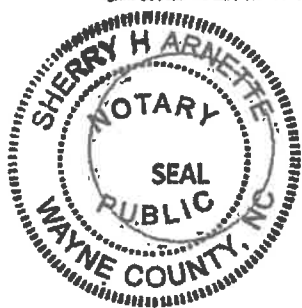
statutory provision will constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: 2/5/2025 Name of Authorized Officer: JASON KNOERNSCHILD

Signature: [Handwritten Signature]

Title: VICE PRESIDENT



State of North Carolina County of Wayne

Subscribed and sworn to before me this 5th day of February 2025

Notary Public Sherry H. Arnette

My commission expires 05/28/2029

Town of Wake Forest --AFFIDAVIT B-- Intent to Perform Contract
With Own Workforce.

County of _____
Affidavit of _____
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the _____
_____ contract.
(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement. The Bidder agrees to make a Good Faith Effort to utilize minority suppliers where possible.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: _____ Name of Authorized Officer: _____



Signature: _____

Title: _____

State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20__

Notary Public _____

My commission expires _____

STATE OF NORTH CAROLINA

AFFIDAVIT

TOWN OF WAKE FOREST

I, JASON KNOERNISCHILD (the individual attesting below), being duly authorized by and on behalf of BERRY BUILDING GROUP (the entity bidding on project hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS §64-26(a).
3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (mark Yes or No)
a. YES ☒ or
b. NO ☐
4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.

This 5TH day of FEBRUARY, 2025.

Signature of Affiant

Print or Type Name: JASON KNOERNISCHILD

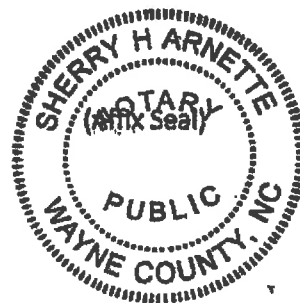
State of North Carolina County of Wayne

Signed and sworn to (or affirmed) before me, this the 5th day of February, 2025.

My Commission Expires:

05/28/2029

Sherry H. Arnette



Bid Form

Town of Wake Forest
Public Safety Warehouse
January 24, 2025

Kimley»Horn

PAY ITEM	SPEC SECTION	DESCRIPTION	UNIT	UNIT PRICE	QTY	AMOUNT
		ON-SITE PARKING LOT IMPROVEMENTS				
1	NCDOT 800	MOBILIZATION	LS	7800	1	\$ 7,800.00
2	NCDOT 801	CONSTRUCTION SURVEYING	LS	30000	1	\$ 30,000.00
3	03000/02200	SITE CLEARING AND GRUBBING	AC	\$41,666.67	0.3	\$ 12,500.00
4	PSP	LANDSCAPE REMOVAL (DEMO)	LS	\$12,500.00	1	\$ 12,500.00
5	PSP	CURB AND GUTTER REMOVAL (DEMO)	LF	\$6.86	175	\$ 1,200.50
6	PSP	CONCRETE PAVEMENT REMOVAL (DEMO)	SY	\$5.52	725	\$ 4,002.00
7	PSP	CONCRETE SIDEWALK REMOVAL (DEMO)	SY	\$31.58	19	\$ 600.00
8	PSP	STORM PIPE REMOVAL-18" RCP (DEMO)	LF	\$10.00	212	\$ 2,120.00
9	PSP	DROP INLET REMOVAL-18" RCP (DEMO)	EA	\$1,480.00	1	\$ 1,480.00
10	PSP	EX FH-REMOVAL (DEMO)	EA	\$500.00	1	\$ 500.00
11	11000	EX 6" DIP FIRE LINE REMOVE AND REPLACE-EX FIRE STATION	LF	\$10.00	60	\$ 600.00
12	11000	EX WATER SERVICE REMOVE AND REPLACE-EX FIRE STATION	LF	\$35.00	35	\$ 1,225.00
13	11000	REMOVE AND REPLACE EX FIRE BACKFLOW ASSEMBLY/HOT BOX AND FDC-EX FIRE STATION	EA	\$1,050.00	1	\$ 1,050.00
14	11000	REMOVE AND REPLACE EX DOMESTIC METER AND BACKFLOW ASSEMBLY/HOT BOX-EX FIRE STATION	EA	\$1,000.00	1	\$ 1,000.00
15	PSP	RELOCATE FLAGPOLES	EA	\$1,500.00	3	\$ 4,500.00
16	04000/02200	SOIL IMPORT	CY	\$22.00	2100	\$ 46,200.00
17	04000/02200	ON-SITE CUT-TO-FILL	CY	\$8.00	2600	\$ 20,800.00
18	04000/02200	ROCK REMOVAL (MASS ROCK)	CY	\$250.00	100	\$ 25,000.00
19	04000/02200	UNDERCUT (REMOVE AND REPLACE UNSUITABLES)	CY	\$40.00	260	\$ 10,400.00
20	04000/02200	FINE GRADING	SY	\$4.00	6500	\$ 26,000.00
21	PSP	MODULAR BLOCK RETAINING WALL	SF	\$86.48	623	\$ 53,879.00
22	PSP	VEHICULAR GUARDRAIL AT RETAINING WALL	LF	\$86.96	115	\$ 10,000.00
23	06100/02700	6" PVC ROOF DRAIN PIPE (<7-FT)	LF	\$33.00	185	\$ 6,105.00
24	06100/02700	8" PVC ROOF DRAIN PIPE (<7-FT)	LF	\$54.00	150	\$ 8,100.00
25	06100/02700	STORM CLEANOUTS	EA	\$520.00	7	\$ 3,640.00
26	06000/02700	15" RCP PIPE (<7-FT)	LF	\$105.00	210	\$ 22,050.00
27	06000/02700	15" RCP PIPE (<15-FT)	LF	\$105.00	95	\$ 9,975.00
28	06000/02700	18" RCP PIPE (<7-FT)	LF	\$135.00	60	\$ 8,100.00
29	06000/02700	DROP INLET (<7- FT)	EA	\$2,800.00	1	\$ 2,800.00
30	06000/02700	CATCH BASINS (<7- FT)	EA	\$2,850.00	4	\$ 11,400.00
31	06000/02700	CATCH BASINS (<15- FT)	EA	\$8,600.00	1	\$ 8,600.00
32	06000/02700	STORM MANHOLE	EA	\$3,900.00	2	\$ 7,800.00
33	06000/02700	CATCH BASIN FRAME WITH GRATE & HOOD, STD 840.03, TYPE E	EA	\$1,900.00	4	\$ 7,600.00
34	06000/02700	STORM MANHOLE FRAME WITH COVER, EAST JORDAN V-1384	EA	\$1,050.00	2	\$ 2,100.00
35	06000/02700	DROP INLET FRAME AND GRATE-EAST JORDAN V-4867-2	EA	\$1,290.00	1	\$ 1,290.00
36	06000/02700	FLARED END SECTION-18" RCP	EA	\$4,000.00	1	\$ 4,000.00
37	16000/02700	RIPRAP CLASS B	TON	\$52.00	5	\$ 260.00
38	16000	EROSION CONTROL MEASURES	LS	\$41,000.00	1	\$ 41,000.00
39	PSP	STORMWATER WET POND	LS	\$28,000.00	1	\$ 28,000.00
40	PSP	STORMWATER WET POND CONTROL STRUCTURE	EA	\$8,650.00	1	\$ 8,650.00
41	11000	WATER SERVICE - 1.5" COPPER	LF	\$62.00	135	\$ 8,370.00
42	11000	WATER SERVICE - 6" DIP FIRE LINE	LF	\$135.00	255	\$ 34,425.00
43	11000	DUCTILE IRON WATER PIPE FITTINGS	LS	\$15,000.00	1	\$ 15,000.00
44	11000	GATE VALVE-6"	EA	\$3,700.00	1	\$ 3,700.00
45	11000	TAPPING SLEEVE AND VALVE-12" x 6"	EA	\$5,250.00	2	\$ 10,500.00
46	11000	WATER METER-1.5" DOMESTIC	LS	\$13,500.00	1	\$ 13,500.00
47	11000	BACKFLOW PREVENTER-FIRE LINE: 6" RPDA WITH HOT BOX AND STORZ FDC	EA	\$48,000.00	1	\$ 48,000.00
48	11000	BACKFLOW PREVENTER-DOMESTIC: 1.5" DCV WITH HOT BOX	EA	\$7,600.00	1	\$ 7,600.00
49	11000	FIRE HYDRANT ASSEMBLY	EA	\$13,000.00	1	\$ 13,000.00
50	11000	4" PVC SANITARY SEWER	LF	\$11.42	155	\$ 1,770.10
51	11000	SANITARY SEWER CLEANOUTS	LS	\$176.67	3	\$ 530.01
52	11000	SANITARY SEWER CONNECTION TO MANHOLE	EA	\$1,800.00	1	\$ 1,800.00
53	07000/02400	CONCRETE CURB AND GUTTER-24"	LF	\$34.00	630	\$ 21,420.00
54	07000/02400	CONCRETE SIDEWALK	SY	\$63.00	264	\$ 16,632.00
55	07000/02400	CONCRETE TRUCK PAVEMENT AREA (HEAVY DUTY-6" PCC OVER 6" ABC)	SY	\$79.00	875	\$ 69,125.00
56	07000/02400	CONCRETE ADA RAMP (CURB RAMP)	EA	\$400.00	5	\$ 2,000.00
57	PSP/02400	CONCRETE ADA RAMP FOR CONNECTION TO ROW	SY	\$70.00	41	\$ 2,870.00
58	PSP/02400	ADA RAMP HANDRAILS	LF	\$60.00	140	\$ 8,400.00

Bid Form

Town of Wake Forest
Public Safety Warehouse
January 24, 2025

Kimley»Horn

PAY ITEM	SPEC SECTION	DESCRIPTION	UNIT	UNIT PRICE	QTY	AMOUNT
59	PSP	CAST IN PLACE RETAINING WALL FOR ADA RAMP	LF	\$425.00	25	\$ 10,625.00
60	PSP	WHEEL STOPS	EA	\$250.00	2	\$ 500.00
61	08000/02500/02600	STANDARD DUTY ASPHALT PAVEMENT (3" TYPE S9.5B, 6" ABC)	SY	\$30.90	267	\$ 8,250.30
62	08000/02500/02600	HEAVY DUTY ASPHALT PAVEMENT (1.5" TYPE S9.5B, 2.5" 119.0C, 8" ABC)	SY	\$45.80	315	\$ 14,427.00
63	PSP	BOLLARDS	EA	\$500.00	9	\$ 4,500.00
64	PSP	BICYCLE RACKS	EA	\$750.00	2	\$ 1,500.00
65	19000	ADA SIGNAGE	EA	\$350.00	2	\$ 700.00
66	19000	STOP SIGNS	EA	\$350.00	2	\$ 700.00
67	15000	PAVEMENT STRIPING-4" WHITE PARKING SPACE LINES	LF	\$15.00	335	\$ 5,025.00
68	15000	PAVEMENT STRIPING-ADA PARKING SYMBOLS	EA	\$1,200.00	2	\$ 2,400.00
69	15000	PAVEMENT STRIPING-24" STOP BAR	LF	\$15.00	50	\$ 750.00
70	15000	PAVEMENT STRIPING-HI VIZ CROSSWALK MARKINGS (24" CROSSWALK LINE, 5' WIDTH)	LF	\$15.00	26	\$ 390.00
71	07000/02400	ELECTRIC TRANSFORMER PAD (TRANSFORMER BY OTHERS)	EA	\$0.00	1	\$0.00
		ON-SITE PARKING LOT-LANDSCAPING				
72	PSP	STREETWISE TRIDENT MAPLE	EA	\$355.00	16	\$ 5,680.00
73	PSP	AMERICAN HORNBEAM MULTI-TRUNK	EA	\$255.00	35	\$ 8,925.00
74	PSP	SAVANNAH HOLLY	EA	\$355.00	5	\$ 1,775.00
75	PSP	BRACKEN'S BEAUTY SOUTHERN MAGNOLIA	EA	\$330.00	23	\$ 7,590.00
76	PSP	SAUCER MAGNOLIA MULTI-TRUNK	EA	\$330.00	9	\$ 2,970.00
77	PSP	HIGHTOWER WILLOW OAK	EA	\$355.00	17	\$ 6,035.00
78	PSP	ALLEE LACEBARK ELM	EA	\$355.00	9	\$ 3,195.00
79	PSP	RADIANCE GLOSSY ABELIA	EA	\$40.00	23	\$ 920.00
80	PSP	AUTUMN SPIRIT CAMELLIA	EA	\$40.00	62	\$ 2,480.00
81	PSP	OCTOBER MAGIC CARPET CAMELLIA	EA	\$40.00	28	\$ 1,120.00
82	PSP	DUKE GARDENS PLUM YEW	EA	\$40.00	21	\$ 840.00
83	PSP	FROSTPROOF GARDENIA	EA	\$40.00	86	\$ 3,440.00
84	PSP	NIGRA INKBERRY HOLLY	EA	\$40.00	36	\$ 1,440.00
85	PSP	CRIMSON FIRE FRINGE FLOWER	EA	\$40.00	17	\$ 680.00
86	PSP	BURKWOOD OSMANTHUS	EA	\$40.00	75	\$ 3,000.00
87	PSP	NANTUCKET VIBURNUM	EA	\$40.00	81	\$ 3,240.00
88	PSP	TIF 419 BERMUDAGRASS (SOD)	SF	\$0.80	29500	\$ 23,600.00
89	PSP	BIG BLUE LILYTURF	EA	\$10.00	113	\$ 1,130.00
90	PSP	PINK MUHLY GRASS	EA	\$13.00	16	\$ 208.00
91	PSP	HAMELN FOUNTAIN GRASS	EA	\$13.00	145	\$ 1,885.00
92	PSP	THREWEAY SEDGE	EA	\$5.00	133	\$ 665.00
93	PSP	GOLDENCLUB	EA	\$5.00	84	\$ 420.00
94	PSP	PICKEREL WEED	EA	\$5.00	170	\$ 850.00
95	PSP	ARROW ARUM	EA	\$5.00	204	\$ 1,020.00
96	PSP	BROADLEAF ARROWHEAD	EA	\$5.00	44	\$ 220.00
97	PSP	DOUBLE SHREDDED HARDWOOD MULCH (3" DEPTH)	CY	\$44.00	470	\$ 20,680.00
98	PSP	STONE MULCH (3" DEPTH)	CY	\$250.00	6	\$ 1,500.00
99	PSP	TOPSOIL / SOIL AMENDMENTS (2"-12" DEPTH)	CY	\$2.50	1150	\$ 2,875.00
		OFF-SITE ROADWAY IMPROVEMENTS				
100	03000/02200	GRADING	LS	\$15,000.00	1	\$ 15,000.00
101	5000	FOUNDATION CONDITIONING MATERIAL, MINOR STRUCTURES	TON	\$ 1.00	40	\$ 40.00
102	06000/02700	15" RC PIPE CULVERTS, CLASS IV	LF	\$120.00	81	\$ 9,720.00
103	06000/02700	18" RC PIPE CULVERTS, CLASS IV	LF	\$145.00	288	\$ 41,760.00
104	08000/02500/02600	MILLING ASPHALT PAVEMENT, 1 1/2" DEPTH	SY	\$12.06	865	\$ 10,431.90
105	08000/02500/02600	ASPHALT CONC. BASE COURSE, TYPE B25.0C	TON	\$5.32	425	\$ 2,261.00
106	08000/02500/02600	ASPHALT CONC. INTERMEDIATE COURSE, TYPE 19.0C	TON	\$44.69	275	\$ 12,291.00
107	08000/02500/02600	ASPHALT CONC. SURFACE COURSE, TYPE S9.5C	TON	\$54.94	405	\$ 22,249.00
108	08000/02500/02600	ASPHALT BINDER FOR PLANT MIX, GRADE PG 64-22	TON	\$475.75	60	\$ 28,545.00
109	06000/02700	MASONRY DRAINAGE STRUCTURES	EA	\$3,100.00	5	\$ 15,500.00
110	06000/02700	FRAME AND GRATES, STD. 840.03 TYPE G	EA	\$2,000.00	4	\$ 8,000.00
111	06000/02700	FRAME AND GRATES, STD. 840.16	EA	\$1,880.00	1	\$ 1,880.00
112	06000/02700	FLARED END SECTION-18" RCP	EA	\$4,200.00	1	\$ 4,200.00
113	07000/02400	2'-6" CONCRETE CURB & GUTTER	LF	\$36.00	532	\$ 19,152.00
114	07000/02400	4" CONCRETE SIDEWALK	SY	\$63.00	315	\$ 19,845.00
115	07000/02400	CONCRETE CURB RAMP	EA	\$400.00	2	\$ 800.00

Bid Form

Town of Wake Forest
Public Safety Warehouse
January 24, 2025

Kimley»Horn

PAY ITEM	SPEC SECTION	DESCRIPTION	UNIT	UNIT PRICE	QTY	AMOUNT
116	07000/02400	6" CONCRETE DRIVEWAY REPLACEMENT (HEAVY DUTY-6" PCC OVER 6" ABC)	SY	\$79.00	575	\$ 45,425.00
117	16000/02700	CLASS B RIP RAP	TON	\$52.00	30	\$ 1,560.00
118	16000/02700	GEOTEXTILE FOR DRAINAGE	SY	\$8.00	85	\$ 680.00
119	19000	CONTRACTOR FURNISHED, TYPE "E" SIGN	SF	\$350.00	7	\$ 2,450.00
120	19000	SUPPORTS, 3-LB STEEL U-CHANNEL	LF	\$350.00	45	\$ 15,750.00
121	19000	SIGN ERECTION, TYPE E	EA	\$350.00	4	\$ 1,400.00
122	NCDOT 907	DISPOSAL OF SIGN SUPPORT, U-CHANNEL	EA	\$100.00	3	\$ 300.00
123	14000	TEMPORARY TRAFFIC CONTROL	LS	\$8,085.00	1	\$ 8,085.00
124	15000	THERMOPLASTIC PAVEMENT MARKING LINES (4", 90 MILS)	LF	\$2.50	1830	\$ 4,575.00
125	15000	THERMOPLASTIC PAVEMENT MARKING LINES (12", 90 MILS)	LF	\$7.00	320	\$ 2,240.00
126	15000	THERMOPLASTIC PAVEMENT MARKING LINES (24", 90 MILS)	LF	\$15.00	325	\$ 4,875.00
127	16000	EROSION CONTROL	LS	\$4,000.00	1	\$ 4,000.00
		TOTAL				

Unit Pricing

Town of Wake Forest
Public Safety Warehouse



January 24, 2025

Item	DESCRIPTION	UNIT	UNIT PRICE	ALT. UNIT PRICE
1	MASS ROCK EXCAVATION (RIPPING) AND DISPOSE ON-SITE	CY	\$20.00	
2	MASS ROCK EXCAVATION (RIPPING) AND DISPOSE OFF-SITE	CY	\$35.00	
3	MASS ROCK EXCAVATION (BLASTING) AND DISPOSE ON-SITE	CY	\$45.00	
4	MASS ROCK EXCAVATION (BLASTING) AND DISPOSE OFF-SITE	CY	\$65.00	
5	TRENCH ROCK EXCAVATION (RIPPING) AND DISPOSE ON-SITE	CY	\$25.00	
6	TRENCH ROCK EXCAVATION (RIPPING) AND DISPOSE OFF-SITE	CY	\$45.00	
7	TRENCH ROCK EXCAVATION (BLASTING) AND DISPOSE OFF-SITE	CY	\$75.00	
8	TRENCH ROCK EXCAVATION (BLASTING) AND DISPOSE OFF-SITE	CY	\$95.00	
9	EXPORT OF UNSUITABLE MATERIALS (EXCAVATION, REMOVAL AND PROPER DISPOSAL)	CY	\$20.00	
10	EXPORT OF UNSUITABLE SOILS (TOPSOIL OR OTHER)	CY	\$18.00	
11	STOCKPILE ON-SITE (EXCAVATION, LOAD, HAUL AND STOCKPILE)	CY	\$5.00	
12	IMPORT, PLACE AND COMPACT STRUCTURAL FILL DUE TO EXPORT OF UNSUITABLE MATERIALS)	CY	\$18.00	
13	IMPORT PLACE AND COMPACT ABC STONE	TON	\$30.00	
14	IMPORT AND PLACE #57 STONE	TON	\$40.00	
15	RELOCATE SECTION OF 12" WATER LINE IN ROW DUE TO CONFLICT WITH ROADWAY IMPROVEMENTS	LF	\$100.00	

Notes:

1. If Unforeseen conditions are encountered during construction; Contractor shall utilize unit prices as above or specify appropriate alternate unit prices during bid phase
2. Unit prices shall be agreed upon during the Bid Phase and shall not be exceeded under any circumstances during Construction Phase

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Berry Building Group, Inc.
2755-B Charles Blvd., Greenville, NC 27858

as Principal, hereinafter called the Principal, and Travelers Casualty and Surety Company of America
One Tower Square, Hartford, CT 06183

a corporation duly organized under the laws of the State of CT
as Surety, hereinafter called the Surety, are held and firmly bound unto Town of Wake Forest

301 Brooks Street, Wake Forest, NC 27587

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid
Dollars (\$ 5%),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Wake Forest Public Safety Warehouse

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 5th day of February

[Signature]
(Witness)

Berry Building Group, Inc.
(Principal)

By: [Signature]



[Signature]
(Witness)



Travelers Casualty and Surety Company of America
(Surety)

(Seal)

By: [Signature]

Attorney-in-Fact Christina Worrells

(Title)

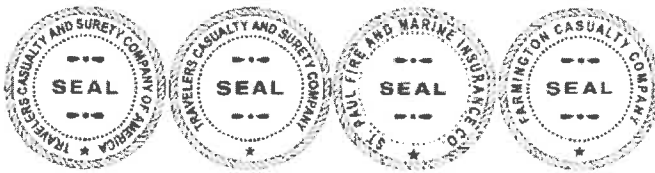
TRAVELERS

**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company
Farmington Casualty Company**

POWER OF ATTORNEY

Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, St. Paul Fire and Marine Insurance Company, and Farmington Casualty Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and the Companies do hereby make, constitute and appoint Christina Worrells of Durham, NC, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **4th day of March, 2024**.



State of Connecticut

City of Hartford ss.

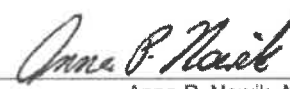
By: 
Bryce Grissom, Senior Vice President

On this the **4th day of March, 2024**, before me personally appeared **Bryce Grissom**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th day of June, 2026**




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

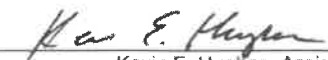
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers, President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this February 5, 2025




Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

Town of Wake Forest
Bid Tabulation Sheet

Bid # 0007-2024 – TOWF Public Safety Warehouse
Bids Opened 2-5-2024 @ 10:00 A.M.

Company	License #	Addendums (2)	Bid Bond	Total Amount Bid	
Summa Contractors	64373	✓	✓	3,180,458.00	12 mos
Engineered Construction Co.		✓	X	Disqualified / No Bid Bond	
Hamlett Assoc	9628	✓	✓	3,500,000.00	420 Days
Berry Building Group	81204	✓	✓	2,681,000.00	305 Days
Salisbury More	100735	✓	✓	2,840,000.00	365 Days
Diamond Contracting	34909	✓	✓	3,028,112.00	340 Days
Kowen Contractors	87725	✓	✓	2,945,000.00	320 Days



BOARD OF COMMISSIONERS AGENDA ITEM REPORT

Agenda Item No.: 2025-409-

Submitted by: Brandon High, Public Safety

Submitting Department: Public Safety

Meeting Date: April 15, 2025

Subject

Approval of a Resolution to surplus the badge and service weapon carried by Sergeant Charles Burchett

Recommendation:

item Summary:

ATTACHMENTS:

- [Burchett Resolution Badge and Weapon.docx](#)
- [Burchett Summary badge and weapon surplus.docx](#)

RESOLUTION 2025-XX

A RESOLUTION OF THE WAKE FOREST TOWN BOARD OF COMMISSIONERS
AUTHORIZING AWARD OF BADGE AND SALE OF SERVICE SIDEARM TO A
RETIRING LAW ENFORCEMENT OFFICER

WHEREAS, the Board of Commissioners of the Town of Wake Forest, North Carolina, has determined that the Town owns certain personal property which has become surplus for the current needs of the Town, to wit: the service sidearm of Sergeant Charles Robert Burchett, who is a retiring law enforcement officer with the Town; and

WHEREAS, North Carolina General Statute § 17F-20 permits the Town, upon request, to donate the badge worn by a law enforcement officer to said officer upon retirement; and

WHEREAS, North Carolina General Statute § 17F-20 permits the Town, upon request, to sell the service sidearm to the retiring law enforcement officer;

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

To honor the service of Sergeant Charles Robert Burchett as a law enforcement officer, the Town Board of Wake Forest authorizes the donation of the badge worn by said officer, and further authorizes the sale of the following service side arm which has been declared surplus to said officer for the price of \$1.00, with the payment of said purchase price to be waived in consideration of this officer's loyal service to the citizens of Wake Forest.

Make: Glock

Model: 45

Caliber: 9mm

Serial #: CAES072

AND BE IT FURTHER RESOLVED that property described in this resolution is surplus as of April 30, 2025.

Adopted this the 15th day of April 2025.

ATTEST:

Vivian A. Jones, Mayor

Evelyn Wright, Town Clerk

Agenda: Approval of a Resolution to surplus the badge and service weapon carried by Sergeant Charles Robert Burchett.

Summary: Sergeant Charles Robert Burchett is retiring, effective May 1, 2025. North Carolina General Statute 17F-20 authorizes governing boards of law enforcement agencies to award a retiring officer the badge worn by him, as well as his service sidearm. Also, pursuant to North Carolina General Statute 160A-266, municipalities are authorized to dispose of personal property.



BOARD OF COMMISSIONERS AGENDA ITEM REPORT

Agenda Item No.: 2025-416-

Submitted by: Steven Meyer, Engineering

Submitting Department: Engineering

Meeting Date: April 15, 2025

Subject

Resolution Authorizing Property Conveyance of 0.639 acres; Portion of 414 Wait Avenue, Wake Forest, NC For H.L. Miller Park Improvements

Recommendation:

item Summary:

ATTACHMENTS:

- [Agenda_Summary_04152025.docx](#)
- [Attachment A WEMC Parcel and Greenway Easement Resolution.docx](#)
- [Attachment B Contract.pdf](#)
- [Exhibit_A_Fee Property.pdf](#)
- [Exhibit_B_Easement Property.pdf](#)
- [Exhibit_C_Town Easement.pdf](#)

ITEM TITLE: Resolution of the Town of Wake Forest Board of Commissioners to Acquire certain interests in Real Estate located at 414 Wait Avenue, Wake Forest, North Carolina, acquire greenway and temporary construction easements and dedicate public greenway easement.

ITEM SUMMARY: Acquisition of fee simple and easement interest for the H. L. Miller Park stream restoration, drainage improvements and greenway trail.

ATTACHMENTS: Attachment_A_Town Resolution - WEMC Parcel and Greenway Easement

Attachment_B_Contract

Exhibit A Fee Property

Exhibit B Easement Property

Exhibit C Town Easement

RESOLUTION 2025-XX

RESOLUTION OF THE TOWN OF WAKE FOREST BOARD OF COMMISSIONERS TO ACQUIRE CERTAIN INTERESTS IN REAL ESTATE LOCATED AT 414 WAIT AVENUE, WAKE FOREST, NORTH CAROLINA, ACQUIRE GREENWAY AND TEMPORARY CONSTRUCTION EASEMENTS AND DEDICATE PUBLIC GREENWAY EASEMENT

ACQUISITION OF FEE SIMPLE AND EASEMENT INTERESTS

WHEREAS, the Town of Wake Forest (the “**Town**”) endeavors to revitalize downtown Wake Forest with certain improvements, including the restoration of a stream and installation of drainage improvements and a greenway trail within a public easement.

WHEREAS, the Town has identified for acquisition (i) a fee simple interest in a 0.639 acre portion, more or less of that tract of land having an address of 414 Wait Avenue, Wake Forest North Carolina, bearing Wake County Tax PIN 1841-50-9980 (“**Seller’s Lands**”) as more particularly described on Exhibit A attached hereto and incorporated herein by reference (the “**Fee Property**”), (ii) one (1) permanent public greenway easement and (iii) two (2) temporary construction easements, which such easements (ii) and (iii) above shall encumber such portions of Seller’s Lands more particularly described on Exhibit B attached hereto and incorporated herein by reference (the “**Easement Property**”; collectively with the Fee Property, the “**Property**”).

WHEREAS, N.C.G.S. §§ 160A-240.1 and 160D-1312 authorize the Town, at the discretion of its board of commissioners (the “**Board**”), to acquire real property for, among other reasons, the economic development and revitalization of the Wake Forest community.

WHEREAS, the current owners of the Property have entered into negotiations to grant the Property to the Town by way of donation (the “**Donation**”).

WHEREAS, the Board deems it to be in the best interests of the citizens of the Town to authorize the acquisition of the Property for the purpose of restoring the stream located thereon, making drainage improvements and installing the greenway trail, ensuring the continued revitalization of the Town.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Town of Wake Forest, North Carolina that the acquisition of the Property is hereby approved, and the Mayor is hereby authorized to negotiate and execute the instruments necessary to acquire the Property.

DEDICATION OF PERMANENT PUBLIC GREENWAY EASEMENT AREA

WHEREAS, the Town of Wake Forest (the “**Town**”) endeavors to contribute to the revitalization of downtown Wake Forest with certain improvements therein, including the installation of greenway trail within a public easement.

WHEREAS, the Town has identified for dedication to the public that certain public

greenway easement identified on **Exhibit C** attached hereto and incorporated herein by reference (the “**Town Easement**”) over portions of certain Town-owned property located at 221 N. Brooks St., Wake Forest, North Carolina, bearing Wake County Tax PIN 1841-50-7602 (the “**Town Property**”).

WHEREAS, N.C.G.S. § 160A-273 authorizes the Town, at the discretion of its board of commissioners (the “**Board**”), to grant easements over any real property the Town owns for, among other reasons, the economic development and revitalization of the Wake Forest community.

WHEREAS, the Board deems it to be in the best interests of the citizens of the Town to authorize the dedication of the Town Easement for the purpose of installing the greenway trail over the Town Property, ensuring the continued revitalization of the Town.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Town of Wake Forest, North Carolina that the dedication of the Town Easement is hereby approved, and the Mayor is hereby authorized to negotiate and execute the instruments necessary to dedicate the Town Easement.

Adopted this the ____ day of April, 2025.

Vivian A. Jones, Mayor

ATTEST:

Evelyn Wright, Town Clerk

OFFER TO PURCHASE AND SALES CONTRACT Wake Electric

Wake Electric Membership Corporation. — Easements & Improvements Acquisitions

This Offer to Purchase and Sales Contract (the "Contract") is made and entered into as of the 14th day of January, 2025 by and between the Town of Wake Forest, a North Carolina municipal corporation (hereinafter referred to as "Purchaser") and Wake Electric Membership Corporation. (hereinafter referred to as "Seller"). The "Effective Date" of the Contract shall be the date on which the last party signs this Contract.

For \$0.00 consideration, the receipt and legal sufficiency of which are hereby acknowledged, Purchaser offers to purchase and Seller, upon acceptance, agrees to sell and convey those certain easement interests as depicted on attached Exhibits A and B of the terms and conditions of this Contract.

The purpose of this Contract is to provide information concerning the acquisition by the Purchaser of property located in Wake Forest, North Carolina.

Property being Acquired.

The property and interests being acquired include a +/- 0.639 acres (27837 square feet) of property, +/- 0.69 acres (30,201 square feet) permanent greenway easement, and +/- 0.03 acres (1221 square feet) and +/- 0.18 acres (7834 square feet) of certain temporary construction easements (TCE's) on the Property.

Seller of the Property

The Seller of the Property acquired title to the Property by General Warranty Deed date February 17, 1969, which was recorded in Book 1868, Page 25-27, Wake County Registry, and is identified tax parcel identification number 1841509980 and real estate identification number 0131642 in the Department of Revenue records of Wake County, North Carolina.

Purpose of the Acquisition

The purpose of the acquisition of the Property is for the stream restoration, drainage improvements, and greenway trail installation within a public easement.

Amount of Compensation

The amount of compensation is \$0.00.

Expenses Incidental to Transfer of Title

The Purchaser will be responsible for all reasonable and necessary costs for recording fees, revenue stamps, transfer taxes, and any similar expenses incidental to convey the real property.

Requirements

Any existing mortgages, loans, deeds of trust, or equity lines, along with any bankruptcy, judgments or liens will be addressed prior to closing. Written approval may be required, and a portion of any proceeds may be required to be paid to a lien holder if the situation should be pertinent to the property or property owner.

Special Provisions

To the extent permitted by law, the Town of Wake Forest agrees to defend, pay on behalf of, indemnify, and hold-harmless Wake Electric Membership Corporation, its officials, employees, and agents against any and all claims, demands, fault, actual liabilities, assertions of liability, expenses, suits, or losses, including all costs connected therewith, which may be asserted, claimed, or recovered against or from Wake Electric, its officials, employees, and agents by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof resulting from acts, omissions, or the negligence of the parties that arises in connection with the construction and use of the aforementioned easement. In the event of any damage resulting from the use of the greenway, the Town will be responsible for repair and/or replacement.

Notices

Seller's Notice Address shall be as follows:

Wake Electric Membership Corp.
PO Box 1229
Wake Forest, NC 27587
ATTN: Don Bowman, VP of Engineering and Operations / Assistant G.M.
Telephone: 919-744-8602

Purchaser's Notice Address shall be as follows:

Town of Wake Forest
301 Brooks Street
Wake Forest, NC 27587
ATTN: Hassan Kingsberry, Town Attorney
Telephone: 919-435-9425
Email: hkingsberry@wakeforestnc.gov

Seller Knowledge

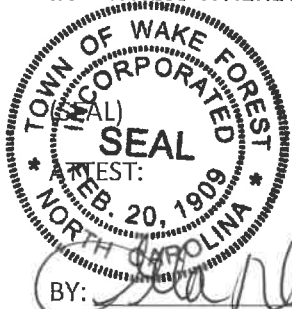
Seller has no knowledge of (i) condemnation(s) or assessment(s) affecting or contemplated with respect to the Property; (ii) actions, suits or proceedings pending or threatened against the Property; (iii) changes contemplated in any applicable laws, ordinances or restrictions affecting the Property.

Closing

The closing will take place at the Purchaser's Notice Address listed above, or at any other location mutually agreed upon between the Purchaser and Seller.

(Remainder of page intentionally blank. Signature pages follow)

IN WITNESS WHEREOF, Purchaser has hereunto entered into this Contract this ____ day of _____, 2024.



BY: _____

~~Ferry Savary, Town Clerk~~

Ella Dowtin Interim Town Clerk

PURCHASER:

TOWN OF WAKE FOREST,

BY: Kip Padgett

Kip Padgett, Town Manager

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

Allen Staples

(Signature of Finance Officer)

Town of Wake Forest
301 S Brooks Street
Wake Forest, NC 27587

IN WITNESS WHEREOF, Seller has hereunto entered into this Contract this 14th day of January 2025.

SELLER:

By: Don Bowman

Don Bowman
Assistant General Manager
Wake Electric Membership Corporation



PAUL A BLAND

Paul A Bland

Exhibit A

Legal Description of Easement(s)

**PROPOSED PROPERTY DEDICATION
AND
PROPOSED PERMANENT GREENWAY EASEMENT
AND
TEMPORARY CONSTRUCTION EASEMENTS ON THE PROPERTY OF:
WAKE ELECTRIC MEMBERSHIP CORPORATION
FOR THE TOWN OF WAKE FOREST
WAKE COUNTY, NORTH CAROLINA**

NEW PARCEL DESCRIPTION

BEING all that tract of land containing +/-0.639 acres (27837 square feet) located in The Town of Wake Forest, Wake County, North Carolina; and bounded by lands by and/or in the possession of Wake Electric Membership Corporation (Deed Book 1868, Page 25), Town of Wake Forest (Deed Book 2471, Page 481) and being more particularly described by courses based on North Carolina Grid Coordinate System (NAD83/2011) COMMENCING at an existing iron pipe found on the corners of the lands of Wake Electric Membership Corporation (Deed Book 1868, Page 25), Town of Wake Forest (Deed Book 2471, Page 481) and Town of Wake Forest (Deed Book 3049, Page 626) having NC Grid (NAD1983/2011) coordinates of Northing = 810,624.53', Easting = 2,145,995.19', the POINT OF BEGINNING; Thence, along the northeastern property line of Town of Wake Forest (Deed Book 2471, Page 481), the following two (2) calls:

- 1) north 78 deg. 08 min. 46 sec. west 169.05 feet to an existing iron pipe,
- 2) north 04 deg. 26 min. 37 sec. east 332.10 feet to a computed point,

Thence from said computed point crossing onto the lands of Wake Electric Membership Corporation (Deed Book 1868, Page 25) south 20 deg. 54 min. 08 sec. east 391.60 feet to an existing iron pipe, the POINT OF BEGINNING

PERMANENT GREENWAY EASEMENT

BEING all that tract of land containing +/-0.69 acres (30,201 square feet) located in The Town of Wake Forest, Wake County, North Carolina; and passing through lands and/or in the possession of persons as follows: Town of Wake Forest (Deed Book 3049, Page 626), Town of Wake Forest (Deed Book 3049, Page 626), Wake Electric Membership Corporation (Deed Book 1868, Page 25), and being more particularly described by 15' offsets from a greenway alignment based on North Carolina Grid Coordinate System (NAD83/2011)

COMMENCING at a found Iron Pipe on the northern right-of-way line of Elm Ave having NC Grid (NAD1983/2011) coordinates of Northing = 810,211.10', Easting = 2,150,950.58'; thence as a tie north 83 deg. 31 min. 43 sec. west 33.14' feet to a computed point, the POINT OF BEGINNING; thence with a 15' offset from both sides of an alignment through Town of Wake Forest (Deed Book 3049, Page 626), Town of Wake Forest (Deed Book 3049, Page 626), Wake Electric Membership Corporation (Deed Book 1868, Page 25), the following twenty-one (21) calls:

- 1) north 3 deg. 16 min. 58 sec. east 11.97 feet to a computed point, thence,
- 2) with a curve to the left with a radius 100.00' an arc length of 46.58' a chord bearing of north 10 deg 3 min 38 sec west and a chord length of 46.16' to a computed point, thence,
- 3) with a curve to the right with a radius 100.00' an arc length of 26.76' a chord bearing of north 15 deg 44 min 13 sec west and a chord length of 26.68' to a computed point, thence,
- 4) north 8 deg. 4 min. 13 sec. west 22.67 feet to a computed point, thence,
- 5) with a curve to the left with a radius 150.00' an arc length of 50.59' a chord bearing of north 17 deg 43 min 53 sec west and a chord length of 50.35' to a computed point, thence,
- 6) with a curve to the right with a radius 150.00' an arc length of 50.04' a chord bearing of north 17 deg 50 min 11 sec west and a chord length of 49.80' to a computed point, thence,
- 7) north 8 deg. 16 min. 49 sec. west 50.67 feet to a computed point, thence,
- 8) with a curve to the left with a radius 150.00' an arc length of 60.13' a chord bearing of north 19 deg 45 min 48 sec west and a chord length of 59.72' to a computed point, thence,
- 9) with a curve to the right with a radius 50.00' an arc length of 73.71' a chord bearing of north 10 deg 59 min 16 sec east and a chord length of 67.22' to a computed point, thence,
- 10) north 53 deg. 13 min. 19 sec. east 126.98 feet to a computed point, thence,
- 11) with a curve to the left with a radius 35.00' an arc length of 63.61' a chord bearing of north 1 deg 9 min 17 sec east and a chord length of 55.21' to a computed point, thence,
- 12) north 50 deg. 54 min. 45 sec. west 34.36 feet to a computed point, thence,
- 13) with a curve to the right with a radius 70.00' an arc length of 43.09' a chord bearing of north 33 deg 16 min 45 sec west and a chord length of 42.41' to a computed point, thence,
F-1222
- 14) north 15 deg. 38 min. 45 sec. west 86.83 feet to a computed point, thence,
- 15) with a curve to the right with a radius 50.00' an arc length of 39.38' a chord bearing of north 6 deg 55 min 4 sec east and a chord length of 38.37' to a computed point, thence,
- 16) with a curve to the left with a radius 30.00' an arc length of 41.39' a chord bearing of north 10 deg 2 min 18 sec west and a chord length of 38.18' to a computed point, thence,
- 17) north 49 deg. 33 min. 29 sec. west 29.95 feet to a computed point, thence,
- 18) with a curve to the right with a radius 30.00' an arc length of 23.16' a chord bearing of north 27 deg 26 min 21 sec west and a chord length of 22.59' to a computed point, thence,
- 19) north 5 deg. 19 min. 13 sec. west 11.88 feet to a computed point, thence,
- 20) with a curve to the left with a radius 30.00' an arc length of 33.69' a chord bearing of north 37 deg 29 min 29 sec west and a chord length of 31.95' to a computed point, thence,
- 21) north 69 deg. 39 min. 45 sec. west 79.38 feet to a computed point, the end of the alignment.

TEMPORARY CONSTRUCTION EASEMENT 1

BEING all that tract of land containing +/-0.03 acres (1221 square feet) located in The Town of Wake Forest, Wake County, North Carolina; and bounded by lands by and/or in the possession of Wake Electric Membership Corporation (Deed Book 1868, Page 25), and being more particularly described by courses based on North Carolina Grid Coordinate System (NAD83/2011)

COMMENCING at a found Iron Pipe on the northern right-of-way line of Elm Ave having NC Grid (NAD1983/2011) coordinates of Northing = 810,624.53', Easting = 2,145,995.19'; thence as a tie north 0 deg. 33 min. 48 sec. east 91.43' feet to a computed point, the POINT OF BEGINNING; Thence, through Wake Electric Membership Corporation (Deed Book 1868, Page 25), the following eleven (11) calls:

- 1) with a curve to the left with a radius 50.00' an arc length of 19.58' a chord bearing of north 39 deg 41 min 46 sec west and a chord length of 19.45' to a computed point, thence,
- 2) north 50 deg. 54 min. 45 sec. west 34.36 feet to a computed point, thence,
- 3) with a curve to the right with a radius 55.00' an arc length of 33.85' a chord bearing of north 33 deg 16 min 45 sec west and a chord length of 33.32' to a computed point, thence,
- 4) north 15 deg. 38 min. 45 sec. west 72.74 feet to a computed point, thence,
- 5) south 72 deg. 19 min. 39 sec. east 11.43 feet to a computed point, thence,
- 6) south 15 deg. 38 min. 45 sec. east 14.45 feet to a computed point, thence,
- 7) south 26 deg. 9 min. 47 sec. west 3.07 feet to a computed point, thence,
- 8) south 15 deg. 38 min. 45 sec. east 49.72 feet to a computed point, thence,
- 9) with a curve to the left with a radius 47.50' an arc length of 29.24' a chord bearing of south 33 deg 16 min 45 sec east and a chord length of 28.78' to a computed point, thence,
- 10) south 50 deg. 54 min. 45 sec. east 53.44 feet to a computed point, thence,
- 11) south 39 deg. 5 min. 15 sec. west 11.28 feet to a computed point, the POINT OF BEGINNING

TEMPORARY CONSTRUCTION EASEMENT 2

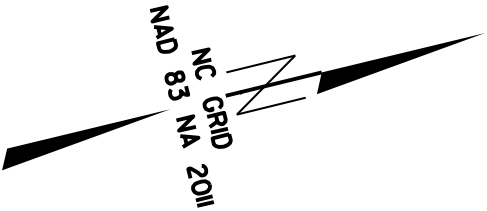
BEING all that tract of land containing +/-0.18 acres (7834 square feet) located in The Town of Wake Forest, Wake County, North Carolina; and bounded by lands by and/or in the possession of persons as follows: on the north, east and south by Wake Electric Membership Corporation (Deed Book 1868, Page 25), on the west by the eastern right of way line of S Taylor St. (variable width right of way), and being more particularly described by courses based on North Carolina Grid Coordinate System (NAD83/2011)

COMMENCING at a found Iron Pipe on the eastern right-of-way line of S Taylor St. having NC Grid (NAD1983/2011) coordinates of Northing = 811,031.27', Easting = 2,145,768.50'; thence as a tie north 23 deg. 53 min. 37 sec. east 95.67' feet to a computed point, the POINT OF BEGINNING; Thence, through Wake Electric Membership Corporation (Deed Book 1868, Page 25), the following nine (9) calls:

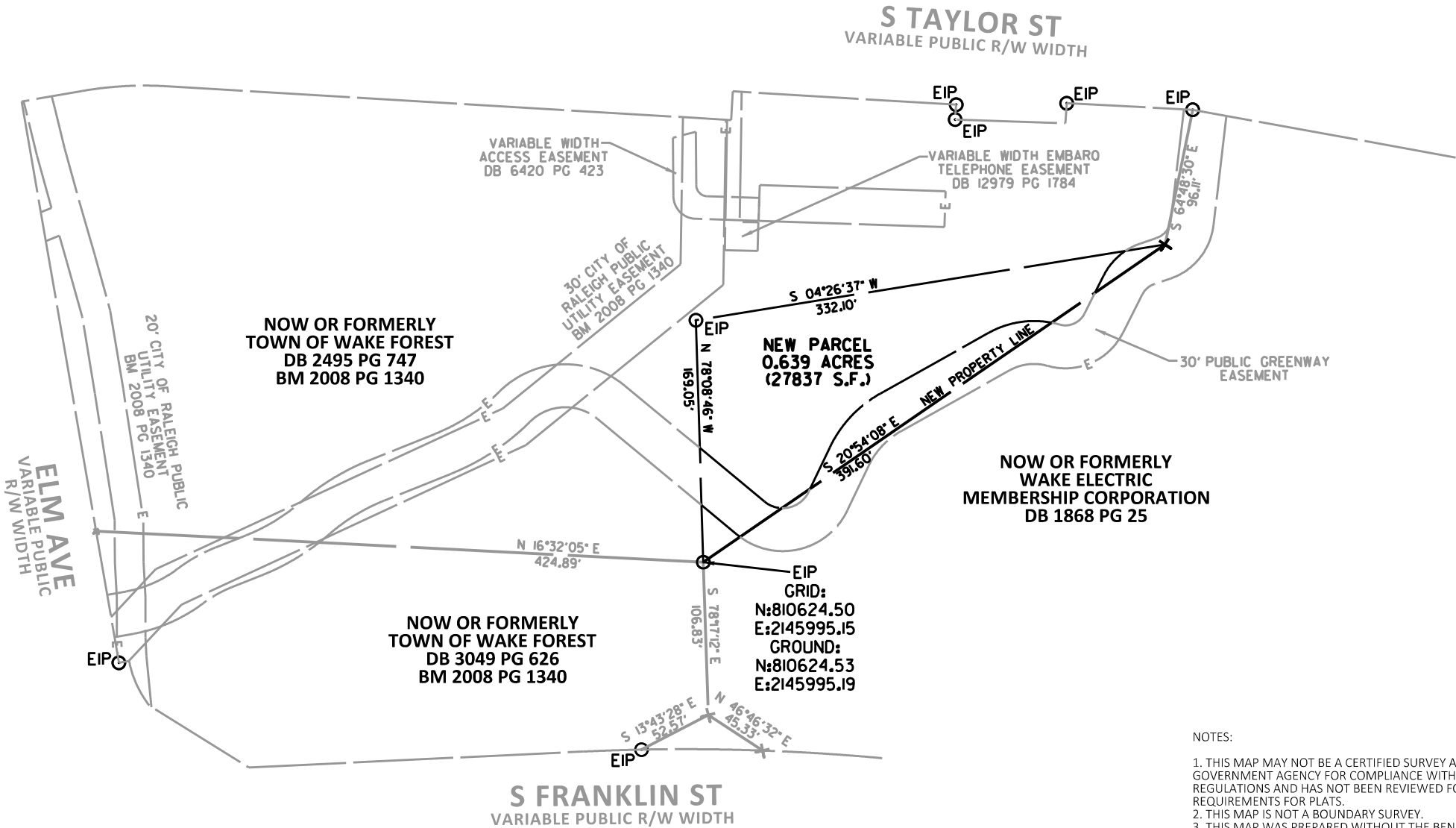
- 1) north 23 deg. 53 min. 37 sec. east 27.62 feet to a computed point, thence,
- 2) south 66 deg. 6 min. 23 sec. east 21.51 feet to a computed point, thence,
- 3) north 19 deg. 33 min. 47 sec. east 50.45 feet to a computed point, thence,
- 4) north 32 deg. 14 min. 15 sec. east 41.93 feet to a computed point, thence,
- 5) south 70 deg. 26 min. 13 sec. east 45.32 feet to a computed point, thence,
- 6) south 19 deg. 33 min. 47 sec. west 151.08 feet to a computed point, thence,
- 7) with a curve to the right with a radius 116.62' an arc length of 23.66' a chord bearing of north 42 deg 15 min 14 sec west and a chord length of 23.62' to a computed point, thence,
- 8) with a curve to the left with a radius 209.71' an arc length of 39.32' a chord bearing of north 39 deg 34 min 17 sec west and a chord length of 39.26' to a computed point, thence,
- 9) north 64 deg. 19 min. 26 sec. west 23.66 feet to a computed point, the POINT OF BEGINNING.



EXHIBIT-H.L. MILLER PARK
ACQUISITION MAP



- LEGEND**
- EXISTING PROPERTY LINE
 - EXISTING RIGHT OF WAY
 - EXISTING EASEMENT LINE
 - EXISTING PROPERTY CORNER AS LABELED



I, Richard A Mitchell, certify that this map was drawn under my supervision from an actual survey made under my supervision (deed descriptions as shown hereon); that the boundaries not surveyed are clearly indicated as drawn from information found in deed descriptions shown hereon; that the ratio of precision as calculated is 1: 20,000+; that this map was prepared in accordance with G.S. 47-30 (F) (11) D as amended.

This survey is of another category, such as the recombination of existing parcels, a court-ordered survey, or other exception to the definition of subdivision.

Witness my original signature, registration license number and seal this 6th day of March, A.D., 2025.

Richard A Mitchell, PLS L-5060



- NOTES:
1. THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS.
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 6. THE AVG. COMBINED FACTOR USED ON THIS PROJECT (GROUND TO GRID) IS 0.9999402933. ALL COORDINATES SHOWN HEREON ARE GROUND COORDINATES.
 7. ALL LINEAR DISTANCES ARE LOCALIZED HORIZONTAL DISTANCES.
 8. AREAS CALCULATED BY COORDINATE METHOD.



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ACQUISITION PLAT
OF
WAKE ELECTRIC MEMBERSHIP CORPORATION
FOR
TOWN OF WAKE FOREST

DATE: 03/06/25 SCALE: 1"=100' MC#:01298-0262

DRAWN BY: EK CHECKED BY: RM SURVEYOR: RM

WAKE FOREST TOWNSHIP - WAKE CO - NORTH CAROLINA



LEGEND

- PROPOSED GREENWAY EASEMENT
- PROPOSED TEMPORARY CONSTRUCTION EASEMENT
- EXISTING PROPERTY LINE
- EXISTING RIGHT OF WAY
- EXISTING EASEMENT LINE
- PROPOSED GREENWAY EASEMENT ALIGNMENT
- EXISTING PROPERTY CORNER AS LABELED
- CALCULATED POINT

AREA TABLE		
AREA	GREENWAY	TCE
SF	15575	9055
ACRE	0.3576	0.2078

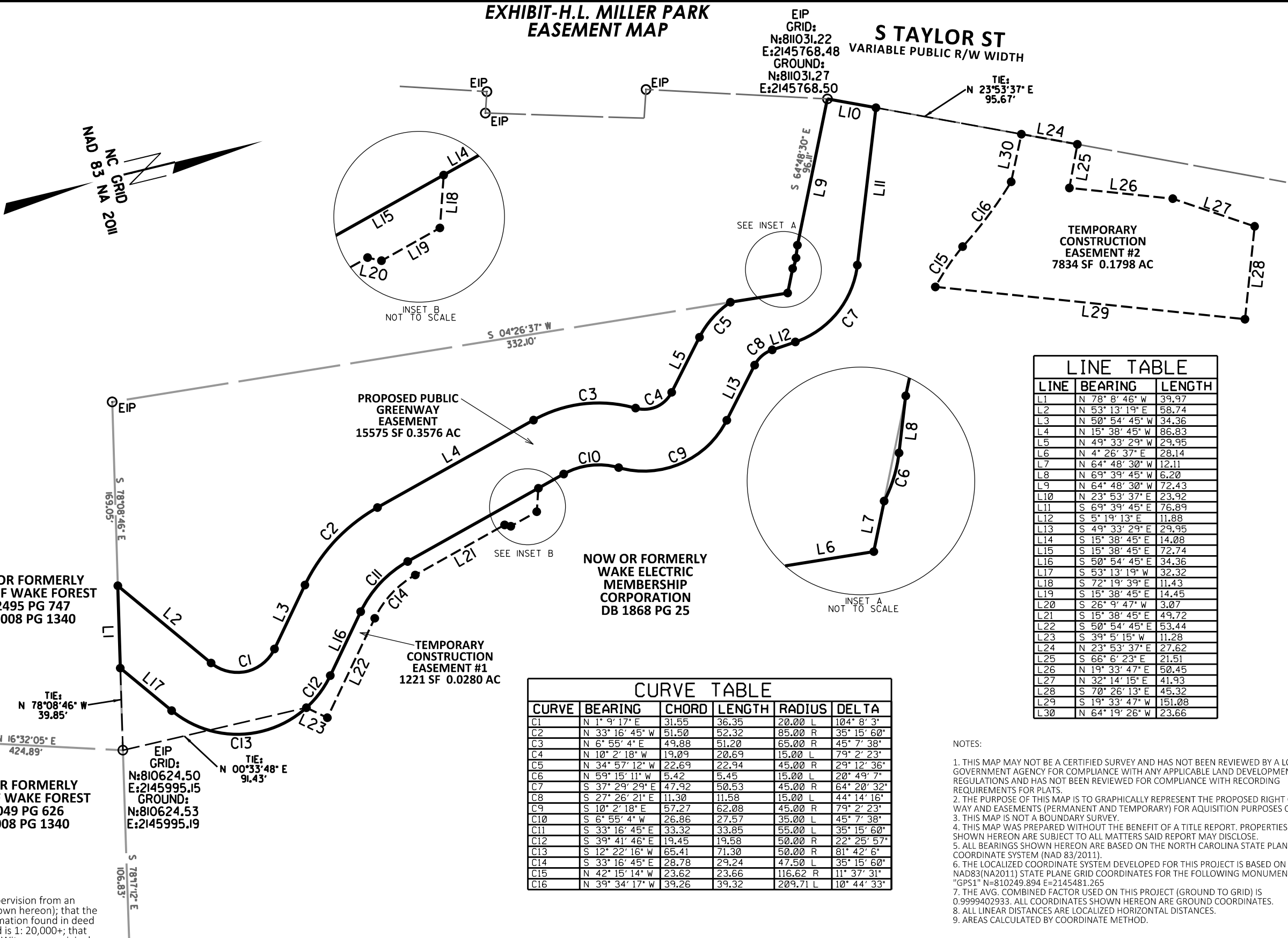
NOW OR FORMERLY
TOWN OF WAKE FOREST
DB 2495 PG 747
BM 2008 PG 1340

NOW OR FORMERLY
TOWN OF WAKE FOREST
DB 3049 PG 626
BM 2008 PG 1340



I, Richard A Mitchell, certify that this map was drawn under my supervision from an actual survey made under my supervision (deed descriptions as shown hereon); that the boundaries not surveyed are clearly indicated as drawn from information found in deed descriptions shown hereon; that the ratio of precision as calculated is 1: 20,000+; that this map was prepared in accordance with G.S. 47-30 as amended. Witness my original signature, registration license number and seal this 6th day of March, A.D., 2025.

Richard A Mitchell, PLS L-5060



CURVE TABLE					
CURVE	BEARING	CHORD	LENGTH	RADIUS	DELTA
C1	N 1° 9' 17" E	31.55	36.35	20.00 L	104° 8' 3"
C2	N 33° 16' 45" W	51.50	52.32	85.00 R	35° 15' 60"
C3	N 6° 55' 4" E	49.88	51.20	65.00 R	45° 7' 38"
C4	N 10° 2' 18" W	19.09	20.69	15.00 L	79° 2' 23"
C5	N 34° 57' 12" W	22.69	22.94	45.00 R	29° 12' 36"
C6	N 59° 15' 11" W	5.42	5.45	15.00 L	20° 49' 7"
C7	S 37° 29' 29" E	47.92	50.53	45.00 R	64° 20' 32"
C8	S 27° 26' 21" E	11.30	11.58	15.00 L	44° 14' 16"
C9	S 10° 2' 18" E	57.27	62.08	45.00 R	79° 2' 23"
C10	S 6° 55' 4" W	26.86	27.57	35.00 L	45° 7' 38"
C11	S 33° 16' 45" E	33.32	33.85	55.00 L	35° 15' 60"
C12	S 39° 41' 46" E	19.45	19.58	50.00 R	22° 25' 57"
C13	S 12° 22' 16" W	65.41	71.30	50.00 R	81° 42' 6"
C14	S 33° 16' 45" E	28.78	29.24	47.50 L	35° 15' 60"
C15	N 42° 15' 14" W	23.62	23.66	116.62 R	11° 37' 31"
C16	N 39° 34' 17" W	39.26	39.32	209.71 L	10° 44' 33"

LINE TABLE		
LINE	BEARING	LENGTH
L1	N 78° 8' 46" W	39.97
L2	N 53° 13' 19" E	58.74
L3	N 50° 54' 45" W	34.36
L4	N 15° 38' 45" W	86.83
L5	N 49° 33' 29" W	29.95
L6	N 4° 26' 37" E	28.14
L7	N 64° 48' 30" W	12.11
L8	N 69° 39' 45" W	6.20
L9	N 64° 48' 30" W	72.43
L10	N 23° 53' 37" E	23.92
L11	S 69° 39' 45" E	76.89
L12	S 5° 19' 13" E	11.88
L13	S 49° 33' 29" E	29.95
L14	S 15° 38' 45" E	14.08
L15	S 15° 38' 45" E	72.74
L16	S 50° 54' 45" E	34.36
L17	S 53° 13' 19" W	32.32
L18	S 72° 19' 39" E	11.43
L19	S 15° 38' 45" E	14.45
L20	S 26° 9' 47" W	3.07
L21	S 15° 38' 45" E	49.72
L22	S 50° 54' 45" E	53.44
L23	S 39° 5' 15" W	11.28
L24	N 23° 53' 37" E	27.62
L25	S 66° 6' 23" E	21.51
L26	N 19° 33' 47" E	50.45
L27	N 32° 14' 15" E	41.93
L28	S 70° 26' 13" E	45.32
L29	S 19° 33' 47" W	151.08
L30	N 64° 19' 26" W	23.66

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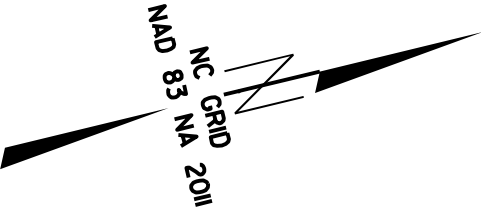
4300 EDWARDS MILL RD., SUITE 200
RALEIGH, NC 27612
(P) 919-233-8091 (F) 919-233-8031
F-1222
Internet Site: <http://www.mckimcreed.com>

EASEMENT PLAT OF H.L. MILLER PARK GREENWAY FOR WAKE ELECTRIC MEMBERSHIP CORPORATION		
DATE: 03/06/25	SCALE: 1"=50'	MC#: 01298-0262
DRAWN BY: EK	CHECKED BY: RM	SURVEYOR: RM
WAKE FOREST TOWNSHIP - WAKE CO - NORTH CAROLINA		

EXHIBIT-H.L. MILLER PARK
EASEMENT MAP

LINE TABLE		
LINE	BEARING	LENGTH
L1	N 86° 14' 43" W	30.00
L2	N 3° 16' 58" E	13.41
L3	N 8° 4' 13" W	22.67
L4	N 8° 16' 49" W	50.67
L5	N 53° 13' 19" E	68.24
L6	S 78° 8' 46" E	39.97
L7	S 53° 13' 19" W	94.66
L8	S 8° 16' 49" E	50.67
L9	S 8° 4' 13" E	22.67
L10	S 3° 16' 58" W	13.66
L11	N 5° 19' 13" W	11.88
L12	S 64° 48' 30" E	12.11
L13	S 4° 26' 37" W	28.14
L14	S 64° 48' 30" E	72.43
L15	N 69° 39' 45" W	71.77
L16	N 16° 34' 46" E	6.14

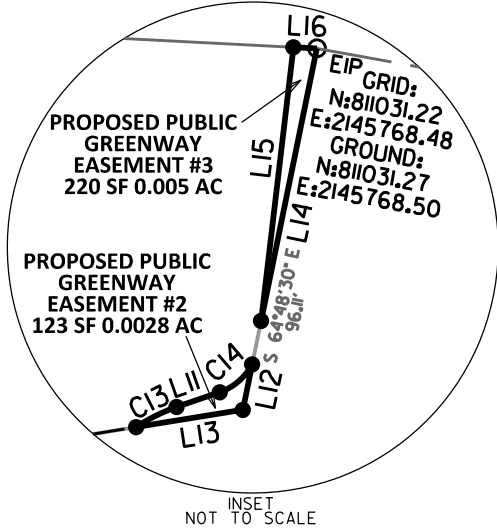
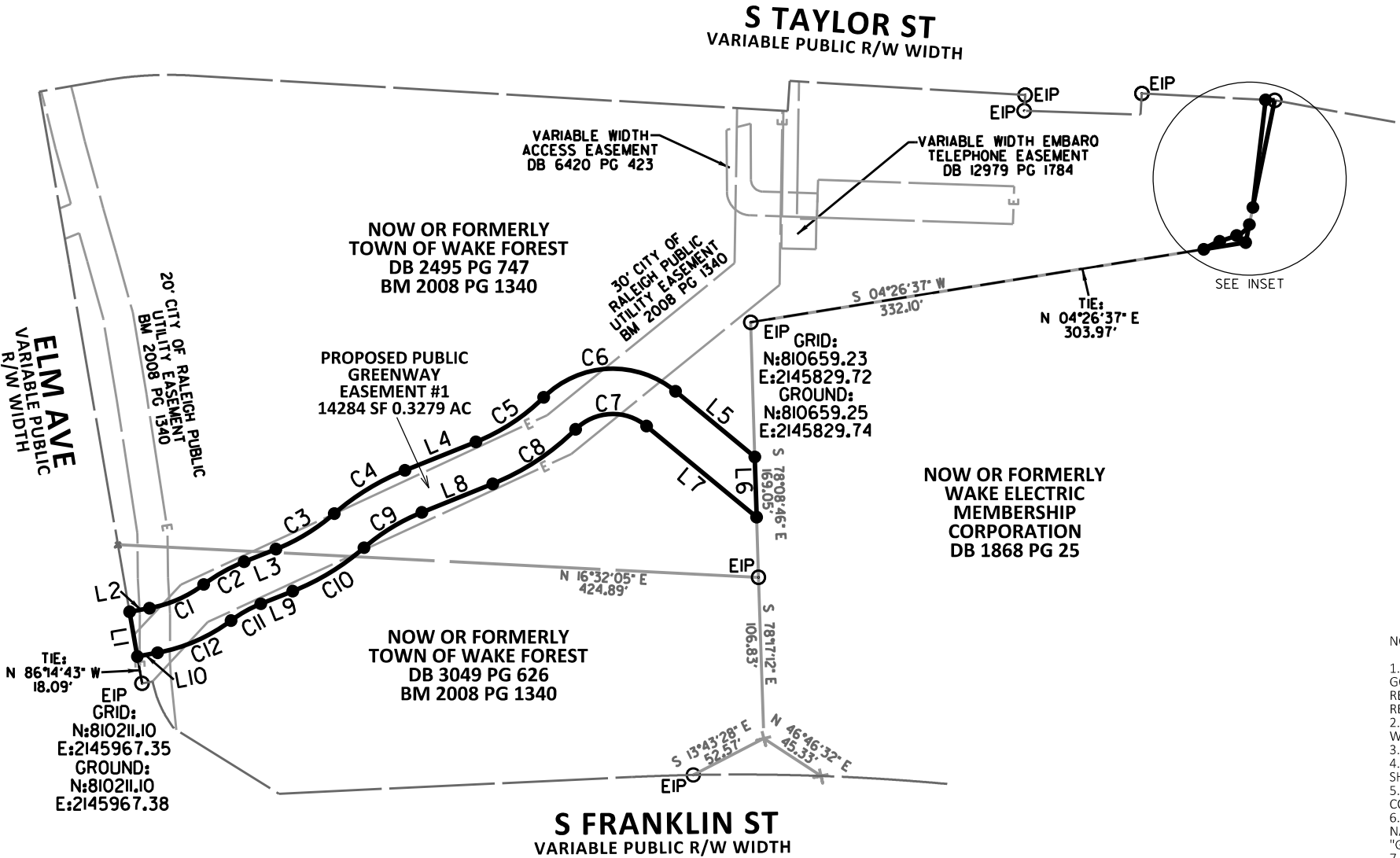
CURVE TABLE					
CURVE	BEARING	CHORD	LENGTH	RADIUS	DELTA
C1	N 10° 3' 38" W	39.23	39.59	85.00 L	26° 41' 13"
C2	N 15° 44' 13" W	30.69	30.78	115.00 R	15° 20' 2"
C3	N 17° 43' 53" W	45.31	45.53	135.00 L	19° 19' 20"
C4	N 17° 50' 11" W	54.78	55.04	165.00 R	19° 6' 44"
C5	N 19° 45' 48" W	53.75	54.11	135.00 L	22° 57' 59"
C6	N 10° 59' 16" E	87.38	95.83	65.00 R	84° 28' 6"
C7	S 10° 59' 16" W	47.05	51.60	35.00 L	84° 28' 6"
C8	S 19° 45' 48" E	65.70	66.14	165.00 R	22° 57' 59"
C9	S 17° 50' 11" E	44.82	45.03	135.00 L	19° 6' 44"
C10	S 17° 43' 53" E	55.38	55.64	165.00 R	19° 19' 20"
C11	S 15° 44' 13" E	22.68	22.75	85.00 L	15° 20' 2"
C12	S 10° 3' 38" E	53.08	53.56	115.00 R	26° 41' 13"
C13	N 12° 50' 3" W	11.77	11.80	45.00 R	15° 1' 41"
C14	N 27° 4' 55" W	11.12	11.39	15.00 L	43° 31' 25"



LEGEND

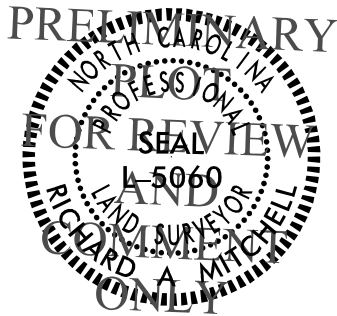
- PROPOSED GREENWAY EASEMENT
- PROPOSED TEMPORARY CONSTRUCTION EASEMENT
- EXISTING PROPERTY LINE
- EXISTING RIGHT OF WAY
- EXISTING EASEMENT LINE
- PROPOSED GREENWAY EASEMENT ALIGNMENT
- EXISTING PROPERTY CORNER AS LABELED
- CALCULATED POINT

AREA TABLE	
AREA	GREENWAY
SF	14627
ACRE	0.3357



NOTES:

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I, Richard A Mitchell, certify that this map was drawn under my supervision from an actual survey made under my supervision (deed descriptions as shown hereon); that the boundaries not surveyed are clearly indicated as drawn from information found in deed descriptions shown hereon; that the ratio of precision as calculated is 1: 20,000+; that this map was prepared in accordance with G.S. 47-30 as amended. Witness my original signature, registration license number and seal this 6th day of March, A.D., 2025.

Richard A Mitchell, PLS L-5060



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EASEMENT PLAT OF H.L. MILLER PARK GREENWAY FOR TOWN OF WAKE FOREST		
DATE: 03/06/25	SCALE: 1"=100'	MC#:01298-0262
DRAWN BY: EK	CHECKED BY: RM	SURVEYOR: RM
WAKE FOREST TOWNSHIP - WAKE CO - NORTH CAROLINA		



BOARD OF COMMISSIONERS AGENDA ITEM REPORT

Agenda Item No.: 2025-384-
Submitted by: Patrick Reidy, Planning
Submitting Department: Planning
Meeting Date: April 15, 2025

Subject

Consideration of a petition requesting contiguous and non-contiguous annexation submitted by property owners Town of Wake Forest for property associated with the rezoning request RZ-24-06, located at 1621 and 1701 Wait Avenue being Wake County PINs 1850578617 and 1850670578 being approximately 4.48 acres.

Recommendation:

item Summary:

ATTACHMENTS:



BOARD OF COMMISSIONERS AGENDA ITEM REPORT

Agenda Item No.: 2025-391-
Submitted by: Patrick Reidy, Planning
Submitting Department: Planning
Meeting Date: April 15, 2025

Subject

Consideration of LEGISLATIVE CASE RZ-24-06, 1621 & 1701 Wait Avenue, a rezoning filed by filed by Town of Wake Forest to rezone 4.48 acres located at 1621 & 1701 Wait Avenue, being Wake County Tax PINs 1850578617 and 1850670578 from Wake County's Highway District (HD) to Wake Forest's Rural Holding District (RD).

Recommendation:

item Summary:

ATTACHMENTS:



BOARD OF COMMISSIONERS AGENDA ITEM REPORT

Agenda Item No.: 2025-374-
Submitted by: Tim Richards, Planning
Submitting Department: Planning
Meeting Date: April 15, 2025

Subject

Consideration of LEGISLATIVE CASE RZ-24-04, White Street Mixed Use, a conditional district rezoning filed by Chase Massey on behalf of Thales Academy, Inc., to rezone 3.93 acres located at 0 North White Street, being Wake County Tax PIN 1841966020, from Neighborhood Business (NB) to Neighborhood Mixed-Use Conditional District (NMX-CD).

Recommendation:

item Summary:

ATTACHMENTS:



BOARD OF COMMISSIONERS AGENDA ITEM REPORT

Agenda Item No.: 2025-372-
Submitted by: Ari Schwartz, Planning
Submitting Department: Planning
Meeting Date: April 15, 2025

Subject

Consideration of approval on a contiguous annexation submitted by the property owner Sassom LLC, located at 0 Forestville Road being Wake County PIN 1749681910 (portion of) being approximately 0.175 acres.

Recommendation:

item Summary:

ATTACHMENTS:



BOARD OF COMMISSIONERS AGENDA ITEM REPORT

Agenda Item No.: 2025-386-
Submitted by: Ari Schwartz, Planning
Submitting Department: Planning
Meeting Date: April 15, 2025

Subject

Consideration of approval on a contiguous annexation submitted by the property owners Naught 1 LLC and 2517 BMC LLC, located at 2517, 2601, and 2605 Burlington Mills Road, being Wake County PINs 1738499517, 1738593572, and 1738592719 being approximately 3.875 acres.

Recommendation:

item Summary:

ATTACHMENTS:



BOARD OF COMMISSIONERS AGENDA ITEM REPORT

Agenda Item No.: 2025-424-

Submitted by: Allison Snyder, Administration

Submitting Department: Administration

Meeting Date: April 15, 2025

Subject

Consideration of purchase and sale agreement for three parcels totaling 47.3 acres located at 0 Forestville Road.

Recommendation:

item Summary:

ATTACHMENTS:

- [0 Forestville Rd Summary](#)
- [Attachment A 0 Forestville PSA](#)
- [Attachment B 0 Forestville Resolution](#)
- [Attachment C 0 Forestville Survey](#)

Consideration of resolution for purchase and sale of property located at 0 Forestville Road

Consideration of Purchase and Sale Agreement (PSA) for property located at 0 Forestville Road. Acquisition of approximately 47.3 acres of land for \$9,350,000. Includes authorizing the Town Manager and Town Attorney to execute the instruments necessary to acquire the Property in accordance with the terms and conditions of the Purchase Agreement and fulfill this transaction.

Attachments:

Attachment A 0 Forestville Road PSA

Attachment B 0 Forestville Road Resolution

Attachment C Survey

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (together with all Exhibits attached hereto, this “**Agreement**”) is made as of April ____, 2025 (the “**Effective Date**”), by and between **RECUR AGNC FORESTVILLE, LLC**, a North Carolina limited liability company (“**Seller**”), and the **TOWN OF WAKE FOREST**, a North Carolina municipal corporation, and/or its assigns (“**Buyer**”). Each of the foregoing entities is sometimes referred to herein as a “**Party**” and collectively as the “**Parties**.”

RECITALS

A. The Buyer seeks to develop the Property (as defined herein below) as a public park and operations center for the purpose of promoting recreation and maintenance of the Wake Forest community.

B. This Agreement is made with respect to the following real and personal property (collectively, the “**Property**”) owned by Seller:

(1) Three (3) abutting parcels totaling an approximately 47.309 acres portion of three certain tracts of land, having addresses of 0 Forestville Rd Wake Forest, North Carolina, bearing Wake County Tax PINS 1749-50-1826, 1749-50-2696 & 1749-50-0337 (such existing parcels to be subdivided as contemplated herein, the “**Existing Parcels**”), all as more particularly described on Exhibit A attached hereto, together with all servitudes, easements, rights and privileges appurtenant thereto, and all right, title and interest of Seller in and to adjacent streets, alleys and rights-of-way (collectively, the “**Land**”). The exact acreage and legal description of the Land shall be determined by the Survey (as defined in Section 5.3); provided that, the Land to be conveyed herein shall be a minimum of 47 acres or, if less than 47 acres, sufficient in location and dimension, as determined by Buyer, for Buyer’s Intended Use.

(2) All improvements and other constructions, including, without limitation on the PINs listed above, located on the Land or appurtenant thereto (such improvements and other structures and the component parts thereof being hereinafter collectively referred to as the “**Improvements**,” and the Land and the Improvements being hereinafter collectively referred to as the “**Real Property**”).

(3) To the extent assignable and at Buyer’s discretion, all of Seller’s right, title and interest in and to all agreements pertaining to the use or operation of the Property, if any (the “**Property Agreements**”).

(4) To the extent assignable, all other interests and intangible property used or useful in connection with the foregoing, including, without limitation,

- (a) any surveys, plans, specifications, warranties and guarantees in Seller’s possession and covering the Real Property;
- (b) all of Seller’s right, title and interest in any licenses, permits, approvals, and certificates used in or relating to or required by any Government Entity or Applicable Law (as those terms are defined in Section 12.18 herein below) in connection with the ownership, occupancy, maintenance, repair, use or operation of any part of the Property, including certificates of occupancy, zoning and land-use waivers and variances, if any, and any utility contracts and sewer and water taps and other capacity reservations or contracts;
- (c) any and all unexpired warranties, guaranties, indemnities and claims against third parties related to the Real Property;

- (d) any and all property and structural inspection reports and any reports, specifications, plans, studies, test results, closure confirmations, or other documentation related in any way to demolition, renovation and/or remediation of the Real Property and/or the Land; and
- (e) all oil, gas and mineral rights related to the Real Property.

C. Seller desires to sell to Buyer and Buyer desires to purchase from Seller the Property and associated personal property for the Purchase Price and upon the terms and conditions hereinafter set forth.

AGREEMENT

In consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is mutually acknowledged, and intending to be legally bound hereby, the Parties hereto agree as follows:

1. **Recitals.** The foregoing Recitals are hereby incorporated into and made a substantive part of this Agreement.

2. **Purchase Price.** The purchase price for the Property (the “**Purchase Price**”) shall be Nine Million Three Hundred Fifty and 00/100 Dollars (\$9,350,000.00), which, subject to the terms and conditions hereinafter set forth, shall be paid to Seller by Buyer at the consummation of the purchase and sale transaction contemplated by this Agreement (the “**Closing**”), subject to adjustments and apportionments as set forth herein, by wire transfer of immediately available funds, to the order or account of Seller or such other Person as Seller may designate in writing, for receipt on the Closing Date (as defined below) by the bank account or accounts designated by Seller.

3. **Earnest Money.**

3.1 **Payment of Earnest Money Deposit.** Not later than three (3) business days after the Effective Date, Buyer shall cause to be delivered through wire transfer to Tryon Title Insurance Company as escrow agent (the “**Escrow Agent**”), the sum of Nine Hundred Thirty-Five Thousand and 00/100 Dollars (\$935,000.00) (the “**Earnest Money**”). Throughout the term of this Agreement, Escrow Agent shall hold and disburse the Earnest Money in accordance with the terms and conditions of this Agreement, including, without limitation, the terms and conditions set forth in Section 3.2 herein below, and hold the Earnest Money in an interest-bearing account with a national bank whose depositors are insured by the Federal Deposit Insurance Corporation or other financial institutions reasonably acceptable to Buyer.

3.2 **Disbursement of Earnest Money.** The Earnest Money will be applied as partial payment of the Purchase Price at the Closing. In the event the Closing does not occur by the Closing Date, the Earnest Money shall be disbursed as provided herein. Subject to the default provisions set forth herein below, the Earnest Money shall be deemed non-refundable and earned by the Seller after the Due Diligence Date. In the event either party hereto becomes entitled to the Earnest Money, either as liquidated damages or upon termination of this Agreement in accordance with its terms, the Escrow Agent shall not release the Earnest Money until (x) Buyer or Seller has delivered a letter of instruction to the Escrow Agent, with a copy to the other party, directing the disbursement of the Earnest Money to the party entitled thereto, and (y) the Escrow Agent has given the other party five (5) business days to dispute, or to consent to, the release of the Earnest Money. The failure of the non-requesting party to timely object in writing to such disbursement request shall be deemed as such party’s consent to the requested distribution. Subject to the further terms of this paragraph, if the Escrow Agent receives any notice of any dispute regarding the Earnest

Money, the Escrow Agent shall disregard all instructions received and at its option either (i) hold the Earnest Money until the dispute is mutually resolved and the Escrow Agent is advised of such fact in writing by both Seller and Buyer, or the Escrow Agent is otherwise instructed by a final non-appealable judgment of a court of competent jurisdiction, or (ii) deposit the Earnest Money into a court of competent jurisdiction (whereupon the Escrow Agent shall be released and relieved of any and all liability and obligations hereunder from and after the date of such deposit).

4. Conditions Precedent to Closing.

4.1 Conditions Precedent to Buyer's Obligations. Notwithstanding anything to the contrary contained herein, all of Buyer's obligations hereunder are expressly conditioned on the satisfaction at or before the time of Closing hereunder, or at or before such earlier time as may be expressly stated below, of each of the following conditions (any one or more of which may be waived in writing in whole or in part by Buyer, at Buyer's option):

4.1.1. Accuracy of Representations. All of the representations and warranties of Seller contained in this Agreement shall have been true and correct in all material respects when made and shall be true and correct in all material respects on the date of Closing with the same effect as if made on and as of such date.

4.1.2. Performance. Seller shall have performed, observed and complied with all material covenants, agreements and conditions required by this Agreement to be performed, observed and complied with on its part prior to or as of Closing hereunder.

4.1.3. Board Approval. Buyer shall have obtained authorization to close from the Buyer's Board of Commissioners (the "**Board**"). If authorization to close has not been obtained prior to the Closing Date, the Closing Date shall automatically extend to the date that is the earlier of (i) 30 days thereafter or (ii) the date immediately following the next duly called meeting of the Board (the "**Closing Extension**").

4.1.4. Subdivision. Seller, at no cost to Buyer, shall have obtained final, unappealable approvals of a subdivision plat of the Existing Parcels in form and substance acceptable in all material respects to the Buyer (the "**Subdivision Plat**") depicting the Land in size and orientation substantively identical to that as depicted on Exhibit A attached hereto, and ensuring vehicular and pedestrian access to the Land in compliance with all applicable laws.

4.1.5. Joint Driveway Abandonment. Seller shall have abandoned all rights Seller would have retained in and to that 45' Joint Access Driveway Easement (as shown on Book of Maps 2008, Page 316, Wake County Registry) other than those that accrue to Buyer as purchaser of the Land hereunder (the "**Driveway Abandonment**").

4.2 Conditions Precedent to Seller's Obligations. Notwithstanding anything to the contrary contained herein, all of Seller's obligations hereunder are expressly conditioned on the satisfaction, at or before the time of Closing hereunder, of each of the following conditions (any one or more of which may be waived in writing in whole or in part by Seller, at Seller's option):

4.2.1. Accuracy of Representations. All of the representations and warranties of Buyer contained in this Agreement shall have been true and correct in all material respects when made and shall be true and correct in all material respects on the date of Closing with the same effect as if made on and as of such date.

4.2.2. Performance. Buyer shall have performed, observed and complied with all material covenants, agreements and conditions required by this Agreement to be performed, observed and complied with on its part prior to or as of Closing hereunder.

4.3 Failure of Conditions.

4.3.1. In the event all of the conditions precedent to Buyer's obligations set forth in Sections 4.1 are not satisfied by the Closing Date, as may be extended, then Buyer, in its sole discretion, shall have the option, exercisable by written notice to Seller at or prior to the Closing Date, of (i) waiving any unsatisfied condition precedent, with no deduction from or adjustment of the Purchase Price, (ii) extending the Closing Date until such unsatisfied condition precedent is satisfied, or (iii) declining to proceed to Closing. If Buyer exercises option (ii), then Buyer shall also have the right to exercise options (i) or (iii) at any time upon written notice to Seller. If Buyer exercises option (iii), then, except as expressly set forth herein, all obligations, liabilities and rights of the parties under this Agreement shall terminate.

4.3.2. In the event all of the conditions precedent to Seller's obligations set forth in Section 4.2 are not satisfied by the Closing Date, then Seller, in its sole discretion, shall have the option, exercisable by written notice to Buyer at or prior to the Closing Date, of (i) waiving any unsatisfied condition precedent, with no deduction from or adjustment of the Purchase Price, or (ii) declining to proceed to Closing. In the latter event, except as expressly set forth herein, all obligations, liabilities and rights of the parties under this Agreement shall terminate.

5. Buyer's Due Diligence.

5.1 Delivery of Documents. Within five (5) business days of the Effective Date, Seller shall deliver to Buyer for inspection by Buyer, its affiliates, agents and attorneys, any documents relating to the Property, including, but not limited to, all of the items and documents listed below, to the extent (i) they exist and Seller has possession or control of any of such materials; and (ii) Seller has not previously delivered the same to Buyer (the "**Due Diligence Materials**"):

- (a) all covenants, conditions and restrictions affecting all or any portion of the Real Property;
- (b) all surveys, maps, and drawings of all or any portion of the Real Property;
- (c) all subdivision, master drainage, infrastructure, engineering and other plans, reports, or studies of all or any portion of the Real Property;
- (d) all development approvals, proof of entitlements and concurrency and vested rights certificates pertaining to all or any portion of the Real Property;
- (e) any and all permits, licenses, approvals, or certificates issued by any Government Entity for the Property;
- (f) all governmental notices in any manner adversely affecting all or any part of the Property;
- (g) all title policies, reports and title instruments (including copies of all exceptions to title) in Seller's possession pertaining to all or any part of the Real Property;

- (h) any and all existing environmental reports, soil studies and geotechnical reports for the Property;
- (i) a schedule and copies of all Property Agreements;
- (j) to the extent that any utilities serve the Property as of the Effective Date, copies of utility bills for the Real Property for calendar years 2023 and 2024, and 2025 to date;
- (k) copies of any written records of environmental investigation, analysis or testing including any Phase I or Phase II or other environmental reports and related materials prepared in connection with the Property, including but not limited to reports: regarding monitoring wells for monitoring hazardous leachate or other hazardous substances or releases, subsurface (underground) tanks, PCB contamination from any power transformer, capacitor, or any other source, asbestos containing material (ACM) or any other fact or circumstance that may give rise to any future civil, criminal, or administrative proceedings against it relating to environmental matters;
- (l) any written inquiries, notices, approvals, consents, submittals, proposals, orders or records of proceedings by, at the behest of, or with respect to, health, safety or environmental regulatory or enforcement agencies of federal, state or local government, whether or not such documents or records have been made available to the general public by the agencies in question;
- (m) any existing loan agreements, deeds of trust, or notes pertaining to the Property; and
- (n) any and all other documentation as Seller has available regarding the use, maintenance and operation of the Property.

Seller acknowledges and agrees that Buyer's right to receive the foregoing Due Diligence Materials constitutes a material inducement to Buyer's agreement to purchase the Property. In the event any additional Due Diligence Materials become available between the Effective Date and the Closing Date, Seller shall deliver such materials to Buyer or notify Buyer of the existence of such materials and make them available in a specified location at Seller's principal office for inspection by Buyer, its affiliates, agents or attorneys.

5.2 Due Diligence Period.

5.2.1. Buyer shall have until 11:59 pm Eastern time on the date that is sixty (60) calendar days after the Effective Date (the "**Due Diligence Date**"), as that date may be extended as provided herein, to (a) perform such investigations, examinations, tests and inspections as Buyer shall deem necessary or desirable to determine whether the Property is suitable and satisfactory for the Buyer's intended use (the "**Intended Use**"), as determined by the Buyer in its sole discretion. Between the Effective Date and the Due Diligence Date, Buyer and Buyer's agents, employees, contractors, representatives and other designees ("**Buyer's Designees**") shall have the right to enter the Property at all reasonable times after prior notice to Seller (which may be accomplished by e-mail or telephone), for the purposes of inspecting the Property, conducting soil tests, conducting surveys, mechanical and structural engineering studies, and conducting any other investigations, examinations, tests and inspections as Buyer may reasonably require to assess the condition of the Property.

5.2.2. If Buyer, in its sole discretion, has not satisfied its investigation of the Property, then Buyer shall have two (2) options to extend the Due Diligence Date for a period of thirty (30) days each (the “**Due Diligence Extension Option**”), which Due Diligence Extension Option may be exercised by Buyer at any time prior to the expiration of the Due Diligence Date upon written notice to Seller.

5.2.3. In the event Buyer shall determine that the Property is not suitable and satisfactory to Buyer prior to the Closing Date for any reason or no reason in its sole discretion, Buyer shall have the right to terminate this Agreement by giving written notice to Seller (the “**Termination Notice**”). In the event Buyer gives Seller the Termination Notice on or before the Due Diligence Date (as it may be extended), then this Agreement shall become null and void and all rights and obligations of the parties under this Agreement shall expire except those that are expressly stated to survive termination of this Agreement. In the event Buyer gives Seller the Termination Notice after the Due Diligence Date (as it may be extended) and prior to the Closing Date, and provided Seller is not in default of this Agreement, then this Agreement shall become null and void and all rights and obligations of the parties under this Agreement shall expire except those that are expressly stated to survive termination of this Agreement.

5.3 Title and Survey Matters.

5.3.1. Seller covenants to convey to Buyer at Closing good and marketable fee simple title in and to the Property. For the purposes of this Agreement, “**good and marketable fee simple title**” shall mean fee simple ownership which is: (a) free of all claims, Liens (as defined in Section 12.18 herein below) and encumbrances of any kind or nature whatsoever other than the Permitted Exceptions, herein defined; and (b) insurable by a title company selected by Buyer (the “**Title Company**”), at then current standard rates under the standard form of ALTA owner’s policy of title insurance (ALTA Form B-2006), without exception other than for the Permitted Exceptions. For the purposes of this Agreement, the term “**Permitted Exceptions**” shall mean: (i) current city, state and county ad valorem taxes not yet due and payable; (ii) easements for the installation or maintenance of public utilities serving the Property; (iii) all matters set forth on Schedule B to the Title Commitment, except a title objection which Seller elects to cure as set forth herein; (iv) the preprinted exclusions from coverage and conditions and stipulations contained in the Title Commitment which are not inconsistent with the terms of this Agreement; (v) Applicable Laws affecting the Property, including environmental, health and safety laws, zoning, subdivision, planning, development, use, occupancy and building ordinances, and governmental regulations, provided the same have not been violated; (vi) the state of facts shown on the Survey, except for a survey objection which Seller elects to cure; and (vii) any other matters approved by Buyer or deemed approved in accordance with this Section 5.3.

5.3.2. Following the Effective Date, Buyer shall obtain a title report or commitment issued by the Title Company (the “**Title Commitment**”) with respect to the Real Property (with copies of all instruments listed as exceptions to title) and a current ALTA survey of the Real Property, which may be in the form of the Subdivision Plat (the “**Survey**”). If Buyer disapproves of items disclosed in the Title Commitment or the Survey provided for herein, Buyer shall provide written objections to Seller of any exceptions to title or other matters appearing in the Title Commitment and Survey which Buyer finds unacceptable (the “**Objection Notice**”) no later than fifteen (15) days prior to the Due Diligence Date (as may be extended) indicating in reasonable detail the nature and reasons for Buyer’s objection. Failure to give an Objection Notice shall constitute Buyer’s approval of all such matters.

5.3.3. If Buyer delivers an Objection Notice, Seller shall notify Buyer in writing within five (5) days after Seller's receipt of the Objection Notice which, if any, objections Seller elects to cure (the "**Response Notice**"). In the event Seller elects to cure some or all objections, Seller shall attempt to effectuate such cure within ten (10) days from receipt of the Objection Notice, or, if the disapproved matter cannot reasonably be cured within such ten (10) day period, within a reasonable period of time (not to exceed sixty (60) days) after receipt of the Objection Notice (the "**Title Cure Period**"), in which event the Closing, if it otherwise is scheduled to occur earlier, shall be extended until the earlier of the end of the Title Cure Period or three (3) business days after such matter is cured. In the event Seller fails to timely deliver a Response Notice, or if Seller delivers a Response Notice indicating that Seller is unable or unwilling to cure or eliminate one or more of Buyer's objections to the Title Commitment or Survey prior to Closing, or if Seller fails prior to the Closing Date to satisfy any objections Seller has elected to cure pursuant to the Response Notice, Buyer may, in its sole discretion, either (i) waive such objection that Seller has indicated it will not cure (either in the Response Notice or its failure to provide a Response Notice) and proceed to Closing as otherwise required herein; or (ii) terminate this Agreement within ten (10) business days after the expiration of the Seller's Title Cure Period by notice to Seller, provided if Buyer does not so terminate this Agreement within ten (10) business days after the expiration of the Seller's Title Cure Period, Buyer shall be deemed to have waived objection to any such Title Commitment or Survey matter and agreed to accept title subject thereto.

5.3.4. Any matters appearing in the Title Commitment or the Survey that are not objected to by Buyer pursuant to the terms of this Section 5.3, or for which objection is subsequently waived by Buyer, shall be deemed Permitted Exceptions.

5.3.5. Notwithstanding anything to the contrary in this Section 5.3, Seller shall be obligated to expend whatever sums are required to cure the following items (the "**Mandatory Cure Items**") no later than the Closing Date, whether or not such Mandatory Cure Items are expressly stated in the Objection Notice: (i) all mortgages, security deeds or other security instruments encumbering the Property; (ii) mechanics liens or other monetary liens; (iii) all past due ad valorem taxes and assessments of any kind, whether or not of record, which constitute, or may constitute, a lien against the Property; and (iv) judgments against the Seller which have attached to and become a lien against the Property. Seller's failure to cure such Mandatory Cure Items no later than the Closing Date shall be deemed a default hereunder.

5.3.6. Seller shall not, so long as this Agreement remains in effect, alter or encumber in any way Seller's title to the Property without Buyer's prior written consent. Buyer, however, shall have the right at any time to waive any objections to the status of title that Seller may have made and thereby to preserve this Agreement in effect. If, prior to or at Closing, Buyer shall advise Seller in writing of a title defect that materially affects the value of the Property or the ability of Buyer to use the Property for the Intended Use, including but not limited to a defect revealed by the Survey, which (a) prior to the Due Diligence Date could not have been detected by a search of the public record or (b) has been placed on the public record after the effective date of the Title Commitment without Buyer's consent, then Buyer shall have the following options:

- (a) In the event such a title defect is not cured within thirty (30) days from the date of notice from Buyer, the Buyer shall, at its election, have the right to accept such title as Seller is able to convey and to receive an

abatement of the Purchase Price equal to the diminution of value of the Property caused by such defect; or

(b) Buyer shall have the right to provide Seller an Objection Notice indicating in reasonable detail the nature and reason for Buyer's objection, and, upon delivery of the same, Buyer and Seller shall follow the title objection process outlined in Section 5.3.3 herein above.

5.4 Public Utility Investigations. During the Due Diligence Period (as may be extended), Buyer and Seller agree to use commercially reasonable efforts to coordinate their respective investigations of public sanitary sewer and water service extension to both Land and the Existing Parcels. The Parties recognize such public utility connection would benefit both Parties and increase the development potential of each of their respective properties. The operation of this Section 5.4 does not obligate either Buyer or Seller (or both) to commit to any particular articulation of public utility connections to the Land or the portions of the Existing Parcels retained by Seller or to incur any cost or engage in any study related thereto.

6. Operation of Property and Pre-Closing Activities. From and after the Effective Date until the Closing or earlier termination of this Agreement, and except as necessary to comply with this Agreement, Seller shall hold the Property in a manner generally consistent with the manner in which Seller has held the Property prior to the Effective Date, and Seller shall not enter into any new Property Agreements or other contracts affecting the Property without Buyer's prior written consent, or create, cause or allow any Liens or encumbrances on the Property other than Liens created by any activities of Buyer at the Property. In addition, Seller will pay or cause to be paid when due all payments or any encumbrances presently affecting, and all taxes, assessments and levies on, any or all of the Property through the Closing Date. In addition, the parties agree to the following pre-Closing obligations:

6.1 Property Agreements. No later than ten (10) days prior to the Closing, Buyer will notify Seller in writing which, if any, of the Property Agreements Buyer wishes to assume. Except for any Property Agreements identified in such notice, Seller shall terminate prior to the Closing, at no cost to Buyer, all of the Property Agreements. From the Effective Date until Closing, Seller will not enter into any new property agreements or extend any existing property agreements (collectively, "**Additional Property Agreements**") without Buyer's written consent, unless the same can be terminated on thirty (30) days' notice without premium or penalty. In addition, Seller will not (a) grant or convey any easement, lease, license, permit or any other legal or beneficial interest in the Property without Buyer's prior written consent, or (b) knowingly or willfully violate, or knowingly or willfully allow for the violation of any Applicable Law affecting the Property.

6.2 Compliance. Seller will comply in all material respects with and perform any obligations required by Applicable Laws and any environmental consent orders, remediation plans, or other agreements related to Hazardous Materials, if any, affecting the Property.

6.3 Insurance. Seller will continue to maintain all existing insurance policies on the Property in minimal coverage amounts reasonably accepted for similar properties in the State of North Carolina through the Closing Date.

6.4 Sales Discussions. From the Effective Date until the Closing Date (as may be extended), unless otherwise terminated earlier as provided for herein, Seller will neither list the Property for sale with a broker, nor solicit any offers to buy the Property, nor accept any offers to buy the Property.

6.5 Cooperation. Seller shall cooperate with Buyer in any reasonable manner required for Buyer to obtain the issuance of all discretionary governmental approvals and permits necessary for the development and operation of the Property, including without limitation the subdivision of the Land, for Buyer's Intended Use.

6.6 Representations and Warranties. Seller shall immediately notify Buyer if, before the Closing Date, Seller becomes aware of any fact, transaction, event, or occurrence that makes any of the warranties or representations of Seller under this Agreement not materially true with the same force and effect as if made on or as of the Effective Date. No such notice shall constitute a waiver of Buyer's rights with respect to any such warranties or representations.

6.7 Subdivision. Seller shall, at no cost to Buyer, prepare and submit for approval the Subdivision Plat within thirty (30) days of the Effective Date. Seller shall provide Buyer written notice of such submittal and contemporaneous copies of any correspondence, comments, and revisions to the Subdivision Plat required of the appropriate, applicable governing body.

7. Closing; Deliveries.

7.1 Time of Closing. The Closing shall take place at the offices of Buyer's attorney or other settlement agent (the "**Settlement Agent**") on the date that is ten (10) days after the Due Diligence Date (as may be extended) or such other date as mutually agreed upon by the Parties (the "**Closing Date**"). If any date on which the Closing would occur by operation of this Agreement is not a business day in Wake County, North Carolina, the Closing shall occur on the next business day. Notwithstanding any other provision contained herein, closing must occur prior to August 15, 2025.

7.2 Subject to Conditions Precedent. The occurrence of the Closing shall be subject to the satisfaction or waiver of all of Buyer's and Seller's conditions precedent to Closing as set forth in Section 4 and the rights of Buyer and Seller to terminate this Agreement at or prior to the Closing Date pursuant to Section 4.3.

7.3 Escrow Closing. Unless the Parties elect otherwise, the Closing shall be an escrow closing, with the Parties depositing all closing funds and documents in escrow with the Settlement Agent for disbursement and distribution once all Parties agree that the conditions to Closing have been satisfied.

7.4 Possession. Possession of the Property shall be surrendered to Buyer at Closing free of all tenancies and rights of possession.

7.5 Closing Deliveries by Seller. At Closing, Seller shall deliver to the Settlement Agent, for delivery at Closing to Buyer, the following, which shall be in form and content reasonably satisfactory to Buyer, and it shall be a condition to Buyer's obligation to close that Seller shall have delivered the same to the Settlement Agent, for delivery at Closing to Buyer:

- (a) A special warranty deed conveying the Real Property from Seller to Buyer, duly executed and acknowledged by Seller, subject only to the Permitted Exceptions.
- (b) A non-warranty deed to the Real Property from Seller to Buyer, duly executed and acknowledged by Seller, conveying the Real Property via a legal description drawn from the Survey.
- (c) A blanket bill of sale from Seller to Buyer, duly executed by Seller.

- (d) If applicable and as determined by Buyer, an Assignment and Assumption of Property Agreements from Seller to Buyer, duly executed by Seller.
- (e) Originals or copies certified by Seller of all Property Agreements.
- (f) Such affidavits or letters of indemnity as the title insurer shall require in order to issue, without extra charge, an owner's policy of title insurance free of any exceptions for unfilled mechanics' or materialmen's liens for work performed by Seller or for parties in possession under unrecorded leases.
- (g) A Non-Foreign Affidavit as required by the Foreign Investors in Real Property Tax Act ("FIRPTA"), as amended, duly executed by Seller.
- (h) The Subdivision Plat, in recordable form, if not recorded in advance of Closing upon mutual agreement of the parties.
- (i) The Driveway Abandonment, duly executed and acknowledged by Seller, and in recordable form.
- (j) To the extent not previously delivered by Seller to Buyer, all other instruments and documents reasonably required to effectuate this Agreement and the transactions contemplated thereby.

7.6 Buyer Deliveries. At Closing, Buyer shall deliver to the Settlement Agent, for delivery at Closing to Seller, the following, in form and condition reasonably satisfactory to Seller, and it shall be a condition to Seller's obligation to close that Buyer shall have delivered the same to the Settlement Agent, for delivery at Closing to Seller:

- (a) A wire transfer from Buyer in the amount of the Purchase Price (subject to the adjustments provided for in this Agreement).
- (b) A Closing statement reasonably acceptable to Buyer and Seller.
- (c) A blanket bill of sale from Seller to Buyer, duly executed by Buyer.
- (d) If applicable, an Assignment and Assumption of Property Agreements from Seller to Buyer, duly executed by Buyer.
- (e) All other instruments and documents reasonably required to effectuate this Agreement and the transactions contemplated thereby.

8. Apportionments; Taxes; Expenses.

8.1 Apportionments.

8.1.1. Taxes. All real estate taxes, charges and assessments affecting the Property ("Taxes") shall be prorated on a calendar year basis as of the Closing Date. If any Taxes have not been finally assessed as of the Closing Date for the current fiscal year of the taxing authority, then the same shall be adjusted at Closing based upon the most recently issued bills therefor and shall be readjusted when and if final bills are issued.

8.1.2. Charges under Property Agreements. If applicable, any unpaid monetary obligations of Seller and the income with respect to any of the Property Agreements assumed by Buyer following the Closing shall be prorated on a calendar year basis as of the Closing Date.

8.2 Expenses.

8.2.1. Except as otherwise provided in this Agreement, Buyer shall bear its own costs and expense related to the following: (i) Buyer's attorney's fees; (ii) any inspections, physical examinations, environmental reports, and other due diligence inspections of the Property made by Buyer pursuant to this Agreement; (iii) obtaining an owner's policy of title insurance for the Real Property; (iv) the Survey; (v) recording the deed for the Real Property and any other closing documents; and (vi) all other closing costs and expenses customarily charged to buyers of real property in the Wake County, North Carolina community.

8.2.2. Except as otherwise provided in this Agreement, Seller shall bear its own costs and expense related to the following: (i) Seller's attorney's fees; (ii) all recording charges incident to the recording of any instruments to discharge or remove encumbrances not approved (or deemed approved) by Buyer; (iii) all documentary stamps, deed stamps and realty transfer taxes; and (iv) all other closing costs and expenses customarily charged to sellers of real property in the Wake County, North Carolina community.

9. Damage or Destruction; Condemnation.

9.1 Damage or Destruction. Between the Effective Date and Closing, the risks and obligations of ownership and loss of the Property shall belong to Seller. In the event of material loss of any portion of the Property prior to Closing due to casualty, then Buyer shall have the option of (a) proceeding with the Closing and acquiring the Property as affected by such casualty, in which event Seller shall assign to Buyer all rights to any insurance proceeds paid or payable under the applicable insurance policies, less any costs of collection and any sums expended in restoration, plus deliver the deductible to Buyer at the Closing; or (b) terminating this Agreement by providing written notice to Seller within thirty (30) days of such casualty event, in which event, this Agreement shall terminate, and neither party hereto shall have any further obligations to or rights or claims against the other, excepting only those specific matters which the parties hereto have expressly agreed in this Agreement will survive such termination. For the purposes of this Section 9, "**material loss**" shall mean any loss or damage to the Property due to a condemnation or casualty or other matter which (a) materially and permanently impairs access to the Property or (b) has a material adverse effect on Buyer's Intended Use or the condition of the Property.

9.2 Condemnation. Between the Effective Date and Closing, Seller shall assume all risk of loss to the Property by condemnation. Seller shall provide Buyer with written notice of any taking or commencement of any taking proceeding affecting the Property within five (5) days of Seller's receipt of any written notice of the same. If, at any time prior to Closing, all or any material portion of the Property is condemned or taken by eminent domain proceedings by any public authority, then Buyer shall have the option of (a) proceeding with the Closing and acquiring the Property as affected by such taking, together with all compensation and damages awarded or the right to receive same, or (b) terminating this Agreement by providing written notice to Seller within fifteen (15) days after Buyer is notified by Seller of any taking or commencement of any taking proceeding affecting the Property. If Buyer elects option (a) above, Seller agrees to assign to Buyer at Closing its rights to such compensation and damages (and, to the extent of any compensation already received by Seller, to give Buyer a credit against the Purchase Price in the amount of such compensation), and Seller also agrees not to settle any proceeding relating to such taking without Buyer's consent. Buyer shall thereafter be entitled to receive and keep any awards for such taking by eminent domain. If Buyer elects to terminate this Agreement under option (b) above, this Agreement shall terminate, and neither party hereto shall have any further obligations to or rights or claims against the other, excepting only those specific matters which the parties hereto have expressly agreed in this Agreement will survive such termination. For the purposes of this Agreement, a taking in condemnation shall mean the

vesting of fee title to any part of the Property in a Government Entity or other Person pursuant to the exercise of the power of eminent domain or pursuant to a deed delivered in lieu or in contemplation thereof. The Closing Date shall be extended for a period of time equal to the amount of time afforded to Buyer to provide Seller with notice of its election under this Section 9.2.

10. Default and Remedies.

10.1 Buyer Default. In the event Buyer breaches or fails after the Due Diligence Date, without legal excuse, to complete the purchase of the Property, or Buyer breaches or fails to perform any of its pre-Closing obligations under this Agreement or breaches any of its representations or warranties set forth in this Agreement, then Seller shall have the right to notify Buyer of such breach or failure, and if Buyer does not cause the same to be cured within a period of ten (10) days from Buyer's receipt of such notice, Seller may, as its sole remedy, terminate this Agreement by written notice to Buyer and the Parties shall be relieved of all further obligations and liabilities hereunder, except as expressly set forth herein.

10.2 Seller Default. In the event Seller breaches or fails, without legal excuse, to complete the sale of the Property, or Seller breaches or fails to perform any of its pre-Closing obligations under this Agreement or breaches any of its representations or warranties set forth in this Agreement, then Buyer shall have the right to notify Seller of such breach or failure, and if Seller does not cause the same to be cured within a period of ten (10) days from Seller's receipt of such notice, Buyer may, as its sole remedy therefor either (a) enforce specific performance of this Agreement against Seller and collect from Seller all costs and expenses incurred in enforcing such action, or (b) terminate this Agreement and receive reimbursement of any out of pocket costs or expenses actually incurred by Buyer relating to the acquisition of the Property, whereupon this Agreement shall terminate and the parties shall be relieved of all further obligations and liabilities hereunder, except as expressly set forth herein.

10.3 Breach of Warranty or Representation or Covenant. In the event that the Closing takes place, and any party subsequently discovers that another party has breached any representation or warranty set forth in this Agreement or in any of the Closing documents, the non-breaching party will, for a period of one (1) year from the Closing Date, be entitled to sue the party in breach for actual money damages incurred as a result of such breach. Notwithstanding the foregoing, the one (1) year limitation will not apply to any section of this Agreement that is expressly stated to survive without expiration.

11. Representations and Warranties.

11.1 Representations of Buyer. Buyer represents and warrants to Seller as follows, upon which Seller is relying, that:

11.1.1. Authority. Buyer is a municipal corporation, duly organized, validly existing, and in good standing under the laws of the State of North Carolina and has all requisite power and authority to enter into this Agreement and to perform its obligations hereunder, subject to obtaining the Board's approval as set forth in Section 4.1.3 above. The execution and delivery of this Agreement have been duly authorized. No action by any Government Entity or other Person is necessary to make this Agreement a valid instrument binding upon Buyer in accordance with its terms. The representation and warranty contained in this Section 11.1.1 will survive Closing and will not expire or terminate.

11.1.2. No Conflict. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereunder on the part of Buyer do not and will not (a) violate any Applicable Law or (b) conflict with or result in the breach of any material terms or provisions of, or constitute a default under, any contract, mortgage, lien,

lease, agreement, indenture, instrument or judgment to which Buyer is a party or which is or purports to be binding upon or otherwise affects Buyer. The representation and warranty contained in this Section 11.1.2 will survive the Closing for a period of one (1) year.

11.2 Representations and Warranties of Seller. Seller represents and warrants to Buyer as follows, upon which Buyer is relying, that:

11.2.1. Title. Seller is owner in good and marketable fee simple title of the Property subject to the Permitted Exceptions only.

11.2.2. Authority. Seller is a limited liability company duly organized and validly existing under the laws of the State of North Carolina, owns the Property, and has all requisite power and authority to enter into this Agreement and perform its obligations hereunder. The execution and delivery of this Agreement have been duly authorized. No other person's joinder will be required in order for Seller to convey good and marketable title to the Property to Buyer at Closing. The representation and warranty contained in this Section 11.2.2 will survive Closing and will not expire or terminate.

11.2.3. No Conflict. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereunder on the part of Seller do not and will not conflict with or result in the breach of any material terms or provisions of, or constitute a default under, or result in the creation or imposition of any Lien, charge, or encumbrance upon any of the Property or assets of Seller by reason of the terms of any contract, lien, lease, agreement, indenture, instrument or judgment to which Seller is a party or which is or purports to be binding upon Seller or which otherwise affects Seller, which will not be discharged, assumed or released at Closing. No action by any Government Entity or other Person is necessary to make this Agreement a valid instrument binding upon Seller in accordance with its terms. The representation and warranty contained in this Section 11.2.3 will survive the Closing for a period of one (1) year.

11.2.4. No Condemnation. Seller has not received written notice of any pending or contemplated condemnation, eminent domain action or request for public dedication, or other administrative action or similar proceeding with respect to all or any portion of the Real Property.

11.2.5. Compliance. Seller has not received written notice of any existing violations of any Applicable Laws affecting the Real Property from a Government Entity which have not been cured, or otherwise addressed to the satisfaction of such Government Entity.

11.2.6. Litigation. There is no material action, suit or proceeding pending or, to the best of Seller's actual knowledge, threatened against or affecting the Property, or arising out of the ownership, management or operation of the Real Property, this Agreement or the transactions contemplated hereby.

11.2.7. FIRPTA. Seller is not a "foreign person" as defined in Section 1445(f)(3) of the Code.

11.2.8. No Leases. Except as disclosed on Exhibit B, there are no outstanding leases, subleases, licenses or similar agreements permitting, authorizing or granting rights of occupancy anywhere on or within the Real Property.

11.2.9. Environmental Reports. Seller has delivered to Buyer, its affiliates, agents or attorneys, or has made available in a specified location at Seller's principal office for inspection by Buyer, its affiliates, agents or attorneys, copies of any and all environmental reports in Seller's possession or control (the "**Environmental Reports**"). The Environmental Reports include all of the environmental reports relating to the Property that were prepared for Seller or at Seller's request, or that are in Seller's possession, including all reports delivered to Seller by its predecessor in title. Subject to the information contained in the Environmental Reports, Seller has not received any written notification that the Property is in violation of any Environmental Laws. Seller is not in breach of any environmental agreements in effect with respect to the Property and has not acted in violation of any Environmental Laws in the handling or disposal of Hazardous Materials. The representation and warranty contained in this Section 11.2.9 will survive the Closing and will not expire or terminate.

11.2.10. Exclusive Purchase Agreement. No person, firm or entity claiming by or through Seller has any rights in or rights to acquire all or any part of the Property and there is no outstanding agreement to sell all or any part of the Property.

11.2.11. No Mechanic's Liens. All contractors, subcontractors, suppliers, architects, engineers and others who have performed services or labor or have supplied materials in connection with Seller's acquisition, development, ownership or management of the Real Property, have been paid in full and any liens arising therefrom (or claims, which with the passage of time or the giving of notice, or both, could mature into liens) have been paid, satisfied and released.

11.2.12. Bankruptcy Proceedings. There are no attachments or executions affecting the Property, assignments for the benefit of creditors made by Seller, or voluntary or involuntary proceedings in bankruptcy, pending or to Seller's best knowledge, threatened, against Seller.

11.2.13. Special Assessments. Except as otherwise expressly disclosed in the Title Commitment, the Property is not subject to any proposed special assessment or any special assessment lien arising as a result of any work or improvements completed, installed or contemplated at or before Closing.

11.2.14. Prohibited Persons and Transactions. Seller is not, nor prior to Closing or the earlier termination of this Agreement will it become, a person or entity with whom U.S. persons or entities are restricted from doing business under the regulations of the Office of Foreign Asset Control ("**OFAC**") of the Department of the Treasury (including those named on OFAC's Specially Designated Blocked Persons List) or under any U.S. statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit or Support Terrorism), or other governmental action.

11.2.15. Property Agreements. Seller has not entered into any Property Agreements that will remain in existence after the Closing other than those disclosed on Exhibit B. To the extent Seller enters into Additional Property Agreements in accordance with Section 6.1, Exhibit B will be deemed amended to include such Additional Property Agreements.

12. Miscellaneous.

12.1 Notices. All notices and other communications provided for herein shall be in writing and shall be sent to the address set forth below (or such other address as a party may hereafter designate for itself by notice to the other parties as required hereby) of the party for whom such notice or communication is intended:

If to Seller:	RECUR AGNC Forestville, LLC 3800 N Lamar Blvd Ste 200 Austin, TX 78756 Telephone: (919) 239-9486 Email: Igor.volshteyn@ccurholdings.com
With e-mail copies to:	jacob@alliancegoupnc.com and Matthew.gerritsen@ccurholdings.com
with a copy to:	Standard Title c/o Annie M. Haas 436 N. Harrington Street, Suite 101 Raleigh, NC 27603
If to Buyer:	Town of Wake Forest 301 S. Brooks St. Wake Forest, NC 27587 ATTN: Kip Padgett, Town Manager Telephone: (919) 435-9400 Email: kpaddgett@wakeforestnc.gov
with a copy to:	Wyrick Robbins Yates & Ponton LLP 4101 Lake Boone Trail, Suite 300 Raleigh, NC 27607 ATTN: Taylor A. Emory Telephone: (919) 865-2813 Email: temory@wyrick.com and carchie@wyrick.com

Any such notice or communication shall be sufficient if sent by (a) personal delivery, (b) reputable overnight delivery service with proof of delivery, (c) United States mail, postage prepaid, registered or certified mail, return receipt requested, or (d) legible email, with an original sent by any means described in (a), (b) or (c). Any such notice or communication shall be effective when delivered or when delivery is refused.

12.2 Brokers. All negotiations relative to this Agreement and the purchase and sale of the Property as contemplated by and provided for in this Agreement have been conducted by and between Seller and Buyer without the intervention of any Person or other party as agent or broker. Seller and Buyer warrant and represent to each other that Seller and Buyer have not entered into any agreement or arrangement and have not received services from any broker or broker's employees or independent contractors, and there are and will be no broker's commissions or fees payable in connection with this Agreement or the purchase and sale of the Property by reason of their respective dealings, negotiations or communications. Each Party hereby indemnifies the other against and holds the other harmless from any and all liabilities (including, without limitation, reasonable attorneys' fees and disbursements paid or

incurred in connection with any such liabilities) for any brokerage commissions or finders' fees in connection with this Agreement or the transactions contemplated hereby insofar as such arrangements or agreements were made by it or on its behalf.

12.3 Assignment. Buyer and Seller acknowledge and agree that Buyer may assign this Agreement, provided, however, that Buyer shall deliver a true and complete copy of any assignment to Seller. Seller may not assign either this Agreement or any of its rights, interests or obligations hereunder without the prior written consent of Buyer.

12.4 Governing Law; Bind and Inure. This Agreement shall be governed by the internal laws of the State of North Carolina without reference to any choice or conflict of law principle, provision or rule, including all matters of construction, validity and performance, and shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

12.5 Time of the Essence. Time is of the essence of this Agreement and all its parts.

12.6 Waiver. Any of the conditions to Closing set forth in this Agreement may be waived at any time prior to or at the Closing hereunder by the party entitled to the benefit thereof. The failure of any party hereto to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of any such provision, nor in any way to affect the validity of this Agreement or any part hereof or the right of such party thereafter to enforce each and every such provision. No waiver of any breach of or non-compliance with this Agreement shall be held to be a waiver of any other or subsequent breach or noncompliance.

12.7 Headings. The headings preceding the text of the paragraphs and subparagraphs hereof are inserted solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

12.8 Counterparts. This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

12.9 Exhibits. All Exhibits which are referred to herein and which are either (a) attached hereto or (b) bound separately and initialed by the parties are expressly made and constitute a part of this Agreement.

12.10 Survival. Unless otherwise expressly stated in this Agreement, each of the warranties and representations of the parties shall survive the Closing and delivery of the deed and other closing documents by Seller to Buyer and shall not be deemed to have merged therewith; provided, however, that any suit or action for breach of any of the representations or warranties set forth herein must be commenced within one (1) year after the Closing or any claim based thereon shall be deemed irrevocably waived.

12.11 Submission not an Offer or Option. The submission of this Agreement or a summary of some or all of its provisions for examination or negotiation by Buyer or Seller does not constitute an offer by Seller or Buyer to enter into an agreement to sell or purchase the Property, and neither party shall have any obligation to purchase or to sell, as applicable, until this Agreement is signed by both Parties, in which event it shall be binding on both Parties thereafter.

12.12 Entire Agreement; Amendments. This Agreement and all Exhibits attached hereto set forth all of the promises, covenants, agreements, conditions and undertakings between the Parties hereto

with respect to the subject matter hereof, and supersede all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as contained herein. No inducements, representations, understandings or agreements have been made or relied upon in the making of this Agreement, except those specifically set forth in this Agreement. Neither Party has any right to rely on any other prior or contemporaneous representation made by anyone concerning this Agreement which is not set forth herein. This Agreement may not be changed orally but only by an agreement in writing, duly executed by or on behalf of the party or parties against whom enforcement of any waiver, change, modification, consent or discharge is sought.

12.13 Limitation on Liability. Notwithstanding any other provision hereof to the contrary, none of the affiliates, shareholders, officers, members, partners, directors, managers, beneficiaries, trustees, employees and agents of either party to this Agreement will have any personal liability hereunder. In no event will any deficiency judgment or any money judgment of any kind be sought or obtained against same.

12.14 Severability. If any provision, clause or part of this Agreement or the application thereof under certain circumstances is held invalid, or unenforceable, the remainder of this Agreement, or the application of such provision, clause or part under other circumstances, shall not be affected thereby.

12.15 Saturdays, Sundays and Legal Holidays. If the time period by which any acts or payments required hereunder must be performed or paid expires on a Saturday, Sunday or legal holiday, then such time period shall be automatically extended to the close of business on the next regularly scheduled business day.

12.16 Press Releases. Buyer and Seller agree that, prior to Closing, they will not make any public statement, including without limitation, any press release, with respect to this Agreement and the transactions contemplated herein without first allowing the other party an opportunity to review and approve such statement. It is the intent of this Section that Buyer and Seller must agree as to the timing and content of any information contained in any public statement or press release regarding the transaction contemplated hereunder. Notwithstanding the foregoing, Buyer and Seller agree that Buyer will be permitted to discuss the transaction contemplated hereunder with public officials, governmental staff and others in order to obtain any approvals Buyer deems necessary.

12.17 Memorandum of Purchase and Sale Agreement. At Buyer's request, Seller agrees to deliver in recordable form a memorandum of this Agreement, and Buyer shall be entitled to record the same at Buyer's cost. In the event this Agreement is terminated or cancelled for any reason, and the aforementioned memorandum was recorded, then Buyer will promptly and properly execute and record a termination of the memorandum.

12.18 Definitions. As used in this Agreement, the following terms have the following meanings:

12.18.1. "**Applicable Law(s)**" shall mean any law, rule, statute, regulation, ordinance, determination of an arbitrator, order of a court or determination, advisory opinion, order, guideline, finding or requirement of any other Government Entity, as amended, supplemented and in effect from time to time, in each case applicable to and binding upon such Person or any of its properties or to which such Person or any of its properties is subject, either individually or jointly with another Person or Persons.

12.18.2. "**Environmental Laws**" shall mean all present and future federal, state or local laws, ordinances, codes, statutes, regulations, administrative rules,

policies and orders, and other authorities, which relate to the environment and/or which classify, regulate, impose liability, obligations, restrictions on ownership, occupancy, transferability or use of the Real Property, and/or list or define hazardous substances, materials, wastes, contaminants, pollutants and/or the Hazardous Materials including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9601, et seq., as now or hereafter amended (“CERCLA”); the Resources Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., as now or hereafter amended (“RCRA”); the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., as now or hereafter amended; the Clean Water Act, 33 U.S.C. Section 1251, et seq., as now or hereafter amended; the Clean Air Act, 42 U.S.C. Section 7901, et seq., as now or hereafter amended; the Toxic Substance Control Act, 15 U.S.C. Sections 2601 through 2629, as now or hereafter amended; the Public Health Service Act, 42 U.S.C. Sections 300f through 300j, as now or hereafter amended; the Safe Drinking Water Act, 42 U.S.C. Sections 300f through 300j, as now or hereafter amended; the Occupational Safety and Health Act, 29 U.S.C. Section 651, et seq., as now or hereafter amended; the Oil Pollution Act, 33 U.S.C. Section 2701, et seq., as now or hereafter amended; the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. Section 11001, et seq., as now or hereafter amended; the National Environmental Policy Act, 42 U.S.C. Section 4321, et seq., as now or hereafter amended; the Federal Insecticide, Fungicide and Rodenticide Act, 15 U.S.C. Section 136, et seq., as now or hereafter amended; the Medical Waste Tracking Act, 42 U.S.C. Section 6992, as now or hereafter amended; the Atomic Energy Act of 1985, 42 U.S.C. Section 3011, et seq., as now or hereafter amended; and any similar federal, state or local laws and ordinances and the regulations now or hereafter adopted, published and/or promulgated pursuant thereto and other state and federal laws relating to industrial hygiene, environmental protection or the use, analysis, generation, manufacture, storage, disposal or transportation of any Hazardous Materials.

12.18.3. “**Government Entity**” means any court or tribunal or administrative, governmental, quasi-governmental or regulatory body, agency, commission, division, department, public body or other authority, or any political subdivision thereof.

12.18.4. “**Hazardous Materials**” shall mean all hazardous wastes, toxic substances, pollutants, contaminants, radioactive materials, flammable explosives, munitions, artillery, and other such materials, including, without limitation, substances defined as “hazardous substances,” “hazardous wastes,” “hazardous materials,” “toxic substances,” “toxic pollutants,” “petroleum substances,” or “infectious waste” in any applicable laws or regulations including, without limitation, the Environmental Laws, and any material present on the Real Property that has been shown to have significant adverse effects on human health including, without limitation, radon, pesticides, asbestos, polychlorinated biphenyls, per- and polyfluoroalkyl substances, urea formaldehyde foam insulation, petroleum products (including any products or by-products therefrom), lead-based paints and any material containing or constituting any of the foregoing, and any such other substances, materials and wastes which are or become regulated by reason of actual or threatened risk of toxicity causing injury or illness, under any Environmental Laws or other applicable federal, state or local law, statute, ordinance or regulation, or which are classified as hazardous or toxic under current or future federal, state or local laws or regulations.

12.18.5. “**Lien**” shall mean any mortgage, security deed, lien, judgment, pledge, conditional sales contract, security interest, past-due taxes, past-due assessments, or similar encumbrance against the Property of a monetary nature.

12.18.6. **“Person”** means a natural person, a trustee, a corporation, a partnership, a limited liability company and any other form of legal entity.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the date first above written.

SELLER:

RECUR AGNC FORESTVILLE, LLC,
a North Carolina limited liability company

By: _____

Name: Igor Volshteyn

Title: Manager

BUYER:

TOWN OF WAKE FOREST,
a North Carolina municipal corporation

By: _____

Kip Padgett, Town Manager

EXHIBIT A

Description of the Land

1749500337
BK019619PG01352

TRACT 1:

BEGINNING AT A NEW IRON PIPE, SAID NEW IRON PIPE BEING LOCATED ON THE SOUTHERN RIGHT-OF-WAY OF STRINGBEAN ROAD, SAID NEW IRON PIPE BEING LOCATED S 89°11'23" W A DISTANCE OF 269.79' FROM AN EXISTING IRON PIPE LOCATED ON THE WESTERN RIGHT-OF-WAY OF FORESTVILLE ROAD (N.C.S.R.#2049), SAID NEW IRON PIPE HAVING NC GRID NAD 83/2011 COORDINATE N(y): 791,001.71' E(x): 2,146,379.24'; THENCE S 11°22'45"W A DISTANCE OF 216.48' TO A NEW IRON PIPE; THENCE S 11°22'45"W A DISTANCE OF 177.65' TO A NEW IRON PIPE; THENCE S 11°22'45"W A DISTANCE OF 117.24' TO AN EXISTING POWER POLE; THENCE S 01°15'26"W A DISTANCE OF 254.38' TO A NEW IRON PIPE; THENCE S 86°58'34"W A DISTANCE OF 2,723.01' TO AN EXISTING IRON PIPE; THENCE N 22°40'26"E A DISTANCE OF 678.37' TO AN EXISTING IRON PIPE; THENCE N 22°43'32"E A DISTANCE OF 68.40' TO AN EXISTING IRON PIPE; THENCE N 22°38'51"E A DISTANCE OF 134.97' TO AN EXISTING IRON PIPE; THENCE N 22°40'26"E A DISTANCE OF 49.20' TO A NEW IRON PIPE; THENCE N 89°04'36"E A DISTANCE OF 1384.91' TO AN EXISTING IRON PIPE; THENCE N 88°56'52"E A DISTANCE OF 631.55' TO AN EXISTING IRON PIPE; THENCE N 89°11'23"E A DISTANCE OF 450.70' TO A NEW IRON PIPE; WHICH IS THE POINT OF BEGINNING, CONTAINING AN AREA OF 2,060,787 SQUARE FEET, 47.309 ACRES.

AS DEPICTED HERE BELOW:

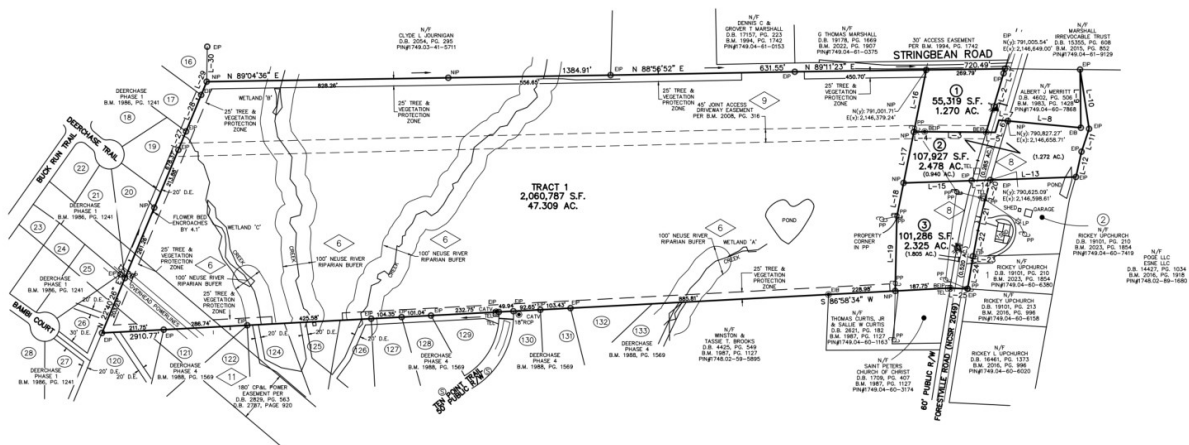


EXHIBIT B

Leases and Property Agreements

[to be completed by seller prior to execution]

RESOLUTION 2025-XX

AUTHORIZATION TO PURCHASE PROPERTY LOCATED AT 0 FORESTVILLE
ROAD

WHEREAS, The Town of Wake Forest recognizes the importance of providing recreation opportunities throughout all areas of Town, and the southern portion of Town has been identified as a need in the 2015 and 2024 Parks Master Plan;

WHEREAS, the operations of public works of facilities maintenance are not suitable long-term at their current locations; and

WHEREAS, property located at 0 Forestville Road provides opportunities for both recreation in the southern area of Town and town operations; and

WHEREAS, the Town desires to acquire 47.3 acres of real property located at 0 Forestville in order to preserve the area for use as a public park and operations site

WHEREAS, N.C.G.S. §§ 160D-1312 authorizes the Town, at the discretion of its board of commissioners (the “Board”), to acquire real property for, among other reasons, to retain property for public purposes of the Wake Forest community.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Town of Wake Forest hereby authorizes the Town Manager and Town Attorney to proceed with the purchase of property located at 0 Forestville Road for \$9,350,000 plus associated closing costs and in conformance with the Purchase and Sale Agreement.

BE IT FURTHER RESOLVED that the Town Manager is authorized to execute all documents related to acquisition/closing of the Property.

Adopted this 15th day of April 2025.

Vivian A Jones
Mayor

ATTEST: Evelyn Wright
Town Clerk

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 HERE ON 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.

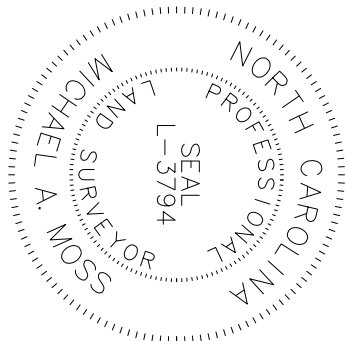
THIS 12th DAY OF APRIL A.D. 2023.

PROFESSIONAL LAND SURVEYOR LICENSE NUMBER

PROFESSIONAL LAND SURVEYOR LICENSE NUMBER

THAT THE SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.

PROFESSIONAL LAND SURVEYOR LICENSE NUMBER



WAKE COUNTY, NORTH CAROLINA

I CERTIFY THAT I AM (WE ARE) THE OWNER(S) OR THE PROPERTY SHOWN AND DESCRIBED HEREON, WHICH IS IN THE SUBDIVISION JURISDICTION OF THE COUNTY OF WAKE AND THAT I (WE) HEREBY ADOPT THIS PLAT WITH MY (OUR) FREE CONSENT.

OWNER:

DATE:

NORTH CAROLINA, COUNTY,

I, THE COUNTY AND STATE AFORESAID, CERTIFY

PERSONALLY APPEARED BEFORE

ME THIS DAY AND ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTRUMENT, WITNESS MY HAND AND OFFICIAL SEAL, THIS DAY OF 2023.

NOTARY PUBLIC

MY COMMISSION EXPIRES

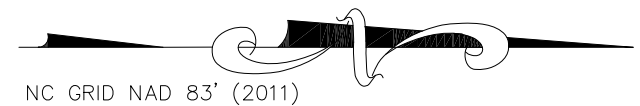
IMPERVIOUS SURFACE CALCULATIONS	
X 156'	6,792 S.F.
X 156'	5,518 S.F.
Lot 2	76,366 S.F.
X 156'	11,457 S.F.
Lot 2	

IMPERVIOUS SURFACE TABLE LOT 2

HOUSE	2,864 S.F.
DRAWING	582 S.F.
SHED	49 S.F.
MSD/UTILITIES	26 S.F.
TOTAL IMPERVIOUS AREA	7,977 S.F.
TOTAL LOT AREA	75,571 S.F.
PERCENTAGE OF IMPERVIOUS AREA	10.56%
MINIMUM IMPERVIOUS ALLOWED	12,425 S.F.

NOTES:

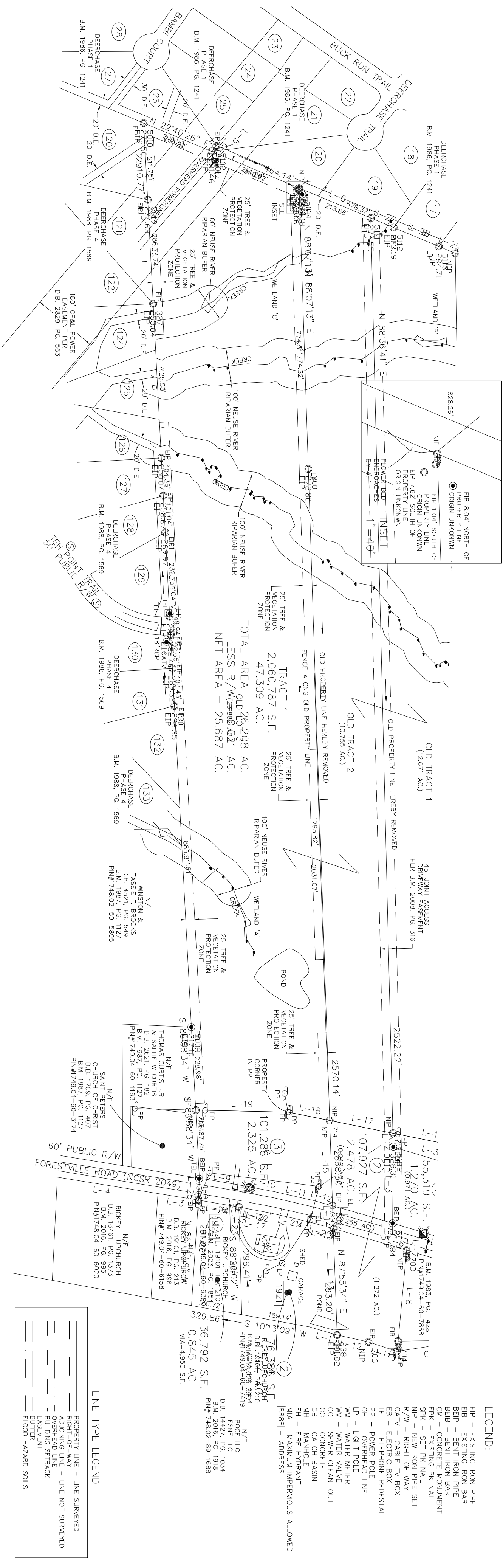
- AREA COMPUTED BY COORDINATE METHOD.
- THERE IS NO NCOS MONUMENT WITHIN 2000' OF THIS PROPERTY.
- NORTH LOTION WAS OBTAINED VIA NC-VIS.
- THERE ARE EXISTING NEUSE RIVER RIPARIAN BUFFERS EXISTING WHICH ARE NOT SHOWN DUE TO THE EXEMPT STATUS OF THIS PLAT.
- THIS PROPERTY MAY BE SUBJECT TO NEUSE RIVER RIPARIAN BUFFER RULES/CAL N.C. DIVISION OF WATER QUALITY TO VERIFY (919-791-4200).
- NO BUILDING IS PERMITTED WITHIN 20' OF A WATERSHED BUFFER.
- APPROVAL AND A TREE SURVEY IS REQUIRED PRIOR TO ANY ACTIVITY AND/OR CONSTRUCTION IN THE TREE AND VEGETATION PROTECTION ZONE.
- IMPERVIOUS SURFACE COVERAGE SHALL NOT EXCEED IMPERVIOUS LIMIT SHOWN ON THE LOT. IMPERVIOUS SURFACE LIMITS WILL BE STRICTLY ENFORCED INTO PERPETUITY.
- NO MORE THAN 2 DWELLING PERMITS WILL BE ISSUED ALONG THE EASEMENT SHOWN UNTIL THE EASEMENT IS CONSTRUCTED TO MEET CURRENT NORTH CAROLINA STATE FIRE CODE STANDARDS.
- NOTICE TO LOT OWNERS: ADDITIONAL STATE STORMWATER MANAGEMENT REGULATIONS, THE NEUSE RULES, APPLY COUNTYWIDE. RESIDENTIAL LAND DISTURBANCES OF >1 ACRE AND NON-RESIDENTIAL LAND DISTURBANCES OF > 1/2 ACRE REQUIRE SUBMITTAL A STORMWATER PLAN FOR COMPLIANCE WITH APPLICABLE STANDARDS TO WAKE COUNTY. LOT OWNERS SEEKING BUILDING PERMITS FOR LAND DISTURBANCES EXCEEDING THESE THRESHOLDS MUST SUBMIT A STORMWATER PLAN.
- LOTS WILL BE SERVED BY INDIVIDUAL WELL AND SEPTIC SYSTEMS.



VICINITY MAP

LEGEND:

- EB - EXISTING IRON PIPE
- EIB - EXISTING IRON BAR
- BEIP - BENT IRON PIPE
- BEIB - BENT IRON BAR
- EBK - EXISTING KURUMONT
- SEK - SET PK W/AIL
- NIP - NEW IRON PIPE SET
- R/W - RIGHT OF WAY
- CATV - CABLE TV BOX
- EB - ELECTRIC BOX
- EL - ELECTRIC FEDESTAL
- PH - POWER POLE
- OH - OVERHEAD LINE
- LP - LIGHT POLE
- WM - WATER METER
- WV - WATER VALVE
- CO - SEWER CLEAN-OUT
- CG - CATCH BASIN
- MH - MANHOLE
- FH - FIRE HYDRANT
- MA - MAXIMUM IMPERVIOUS ALLOWED
- 8888 - ADDRESS



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

STORMWATER MANAGEMENT CERTIFICATION

I, _____, CERTIFY THAT THE PLAT SHOWN HEREON COMPLES WITH ARTICLE 9, STORMWATER MANAGEMENT, OF THE COUNTY UNIFIED DEVELOPMENT ORDINANCE AND MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING IN THE REGISTER OF DEEDS OFFICE

DATE STORMWATER MANAGEMENT

I, _____, PLANNING DIRECTOR AND REVIEW OFFICER OF WAKE COUNTY, CERTIFY THAT THIS PLAT CREATES A SUBDIVISION SUBJECT TO AND IN ACCORD WITH THE WAKE COUNTY UNIFIED DEVELOPMENT ORDINANCE, AND THAT IT MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

DATE PLANNING DIRECTOR/REVIEW OFFICER

APPROVAL EXPIRES IF NOT RECORDED ON OR BEFORE

I HEREBY CERTIFY THAT LOT(S) _____ SHOWN ON THIS PLAT FOR _____ HAVE BEEN REVIEWED AS APPROPRIATE AND WITH RESPECT TO MINIMUM LOT REQUIREMENTS SET FORTH IN SECTION V OF THE REGULATIONS GOVERNING SEWAGE TREATMENT AND DISPOSAL SYSTEMS IN WAKE COUNTY AS AMENDED FROM TIME TO TIME. AS OF THIS DATE, AND BASED ON THIS REVIEW OF EXISTING SITE CONDITIONS, THE LOTS NUMBERED ABOVE ON THIS PLAT WILL PRESUMABLY MEET THESE REGULATIONS.

I HEREBY CERTIFY THAT LOT(S) _____ SHOWN ON THIS PLAT FOR _____ AND WITH RESPECT TO HAVE BEEN REVIEWED AS APPROPRIATE AND WITH RESPECT TO MINIMUM LOT REQUIREMENTS SET FORTH IN SECTION V OF THE REGULATIONS GOVERNING SEWAGE TREATMENT AND DISPOSAL SYSTEMS IN WAKE COUNTY AS AMENDED FROM TIME TO TIME. AS OF THIS DATE, AND BASED ON THIS REVIEW OF EXISTING SITE CONDITIONS, THE LOTS NUMBERED ABOVE ON THIS PLAT WILL PRESUMABLY MEET THESE REGULATIONS.

PRELIMINARY CERTIFICATION DOES NOT REPRESENT APPROVAL OR A PERMIT FOR ANY SITE WORK, NOR DOES IT GUARANTEE ISSUANCE OF AN IMPROVEMENT PERMIT FOR ANY LOT. FINAL SITE APPROVAL FOR ISSUANCE OF IMPROVEMENT PERMITS IS BASED ON REGULATIONS IN FORCE AT THE TIME OF PERMITTING AND IS DEPENDENT ON STANDARDS COMPLETION OF INDIVIDUAL AND SEPARATE FOUNDATION APPLICATION FOR AN IMPROVEMENT PERMIT DETAILING A SPECIFIC USE AND SITTING.

ANY CHANGE AN USE OR ANY SITE ALTERATION MAY RESULT IN SUSPENSION OR REVOCATION OF CERTIFICATION.

DATE NORTH CAROLINA LICENSED SOIL SCIENTIST (SEAL)

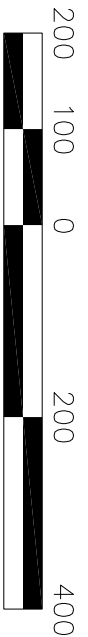
CERTIFICATION OF REVIEW BY LICENSED SOIL SCIENTIST FOR EXISTING STRUCTURE WITH RESPECT TO RECOMBINATION OF PROPERTY LINES

I, _____, CERTIFY THAT LOT(S) _____ HAVE BEEN REVIEWED WITH RESPECT TO MINIMUM AVAILABLE SPACE TO PROVIDE FOR REPAIR OF AN EXISTING WASTEWATER DISPOSAL SYSTEM AND DISPOSAL SYSTEMS IN WAKE COUNTY AS AMENDED FROM TIME TO TIME. AS OF THIS DATE, I FURTHER CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE LOTS NUMBERED ABOVE ON THIS PLAT WILL PRESUMABLY MEET THE APPLICABLE REGULATIONS.

THIS CERTIFICATION DOES NOT REPRESENT APPROVAL OR A PERMIT FOR ANY SITE WORK, NOR DOES IT GUARANTEE ISSUANCE OF AN IMPROVEMENT PERMIT FOR ANY LOT. FINAL SITE APPROVAL FOR ISSUANCE OF IMPROVEMENT PERMITS IS BASED ON REGULATIONS IN FORCE AT THE TIME OF PERMITTING AND IS DEPENDENT ON STANDARDS COMPLETION OF INDIVIDUAL AND SEPARATE FOUNDATION APPLICATION FOR AN IMPROVEMENT PERMIT DETAILING A SPECIFIC USE AND SITTING.

DATE NORTH CAROLINA LICENSED SOIL SCIENTIST (SEAL)

LINE	BEARING	DISTANCE
L-1	N 16°20'47" E	80.00'
L-2	S 87°31'51" E	60.48'
L-3	S 09°13'51" W	113.10'
L-4	N 09°13'56" E	280.73'
L-5	N 22°40'26" W	213.88'
L-6	N 22°40'26" E	68.40'
L-7	N 22°40'26" E	134.97'
L-8	S 09°42'12" W	104.92'
L-9	S 09°42'12" W	106.89'
L-10	N 10°38'53" E	110.90'
L-11	S 12°51'16" W	52.40'
L-12	S 15°37'13" W	69.87'
L-13	N 12°51'16" E	108.30'
L-14	N 10°38'53" E	89.06'
L-15	N 09°42'12" E	96.81'
L-16	N 10°38'53" E	16.19'
L-17	N 10°38'53" E	16.19'



SCALE 1"=200'

MARCH 31, 2022

REVISED JANUARY 18, 2023

ZONED R-30

PIN #1749.04-50-7481

PLG-004217-2022



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



BOARD OF COMMISSIONERS AGENDA ITEM REPORT

Agenda Item No.: 2025-428-

Submitted by: Ella Dowtin, Administration

Submitting Department: Administration

Meeting Date: April 15, 2025

Subject

Department Monthly Reports

Recommendation:

item Summary:

ATTACHMENTS:

- [March 2025 Monthly Report Draft.pdf](#)

March 2025 | Department Monthly Report

Communications

ANNOUNCEMENTS

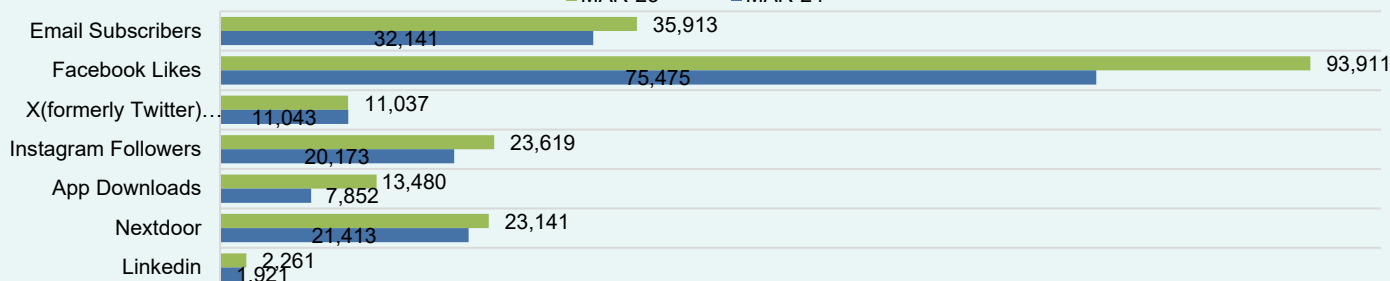
Media Releases	45
Email Announcements	19
Town-to-Resident Phone Calls	20

TOP 5 VIEWED PAGES ON WEBSITE

RANK	PAGE	VIEWS
1	Forms & Applications	14,978
2	Home	7,286
3	Friday Night on White	1,048
4	Northern Wake Senior Center	1,029
5	Jobs	1,452

SUBSCRIBERS

■ MAR-25 ■ MAR-24



Downtown Development

OCCUPANCY

	JAN – MAR 2025	JAN - MAR 2024
Occupancy Rate in Percentage	90%	92%

NEW BUSINESSES

	MARCH 2025	FISCAL YEAR-TO-DATE
Number of New Businesses	1	7
Number of Businesses Closed	1	9

UPDATES PROVIDED QUARTERLY

EVENTS

THIRD QUARTER EVENTS (JAN-MAR)	ATTENDANCE IN 2025	ATTENDANCE IN 2024
	N/A	N/A

The Department Staff (3) and three Wake Forest Downtown, Inc. Board Members attended the NC Main Street Conference in Mooresville, NC, March 11-13, 2025.

The Downtown Development Director presented at Heritage Middle School Career Day to five classes of students (approximately 150 students) on March 3, 2025, on her role and responsibilities both with the Town and Wake Forest Downtown, Inc.

A merchant meeting was held on March 20, 2025, with only two retail businesses in attendance. Three other businesses were in attendance because they serve on WFD, Inc. committees for Downtown Engagement and Economic Vitality. The lack of engagement and participation was discussed, and staff have since sent out a survey to retail business owners to determine how to better engage them and/or gauge their interest in being involved.

Department staff have been busy finalizing planning for Friday Night on White and Forest Fest.

Economic Development

WFBIP MONTHLY NEWSLETTER [VIEW](#)

The Wake Forest Business & Industry Partnership 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)

	MARCH 2025	MARCH 2024
Number of Responses to RFIs	2	2

Economic Development

BUSINESS RETENTION & EXPANSION

NAMES OF BUSINESSES VISITED THIS MONTH

Carolina Gunrunners

Ammons Group

Pate Realty Group

Engineering

PROJECT UPDATES

Street Resurfacing	Concrete replacement work is underway before the start of asphalt resurfacing. Resurfacing is anticipated to begin in June.
S. Franklin Street	The project is anticipated to be completed in the Summer of 2025 despite some delays due to underground utility conflicts.
HL Miller Park Stream Restoration & Greenway Improvements	The project is currently under construction, with work currently focused on erosion control, tree removal, grading, and demolition.
Dunn Creek Culvert Replacement – Juniper Avenue	The project is under construction with an anticipated completion in the fall.
Dunn Creek Greenway Phase III	Mass grading has begun on the trail alignment. Water main relocation is ongoing along Wait Avenue.
Dunn Creek Greenway Phase IV	A notice to proceed is set to be issued in mid-April to begin work on this phase of the greenway.

Finance

FINANCIAL TASKS COMPLETED

TAX RETURNS & REPORTS	COMPLETION DATE
NC Sales and Use Tax Form E500 and Payment	3-21-2025
ORBIT/LGERS Report – NC State Treasurer	3-04-2025
Utility Sales Tax Return – E500 E	3-20-2025
NCESC Report	3-27-2025
Food & Beverage Tax Report	3-20-2025
ACCOUNTING/FINANCE	AMOUNT
Total \$ Accounts Payable Disbursement	\$2,316,663
Total ePayables & Payroll Disbursement	\$602,657
Total Number of Invoices Paid	359
Total \$ Invoices Paid with Credit Card	\$1,102

PURCHASING / WAREHOUSE

Purchase Orders Processed	45
New Vendors Set Up	8
Informal Quotes	16
\$ Received Surplus Items Sold	\$169,150
Number of Surplus Items Sold	8
HUBSCO Reports	0

Fire

KEY STATS

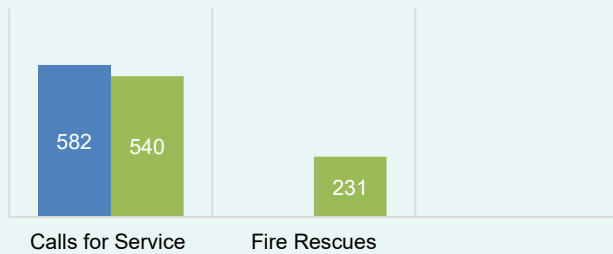
	MARCH 2025	MARCH 2024
Calls for Service	582	540
Average Response Time	4:27	4:24

TYPES OF CALLS

	MARCH 2025	MARCH 2024
Fire	225	231
Medical	323	270
Motor Vehicle Accidents (MVA)	34	39

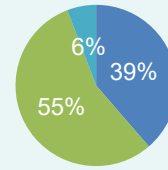
FIRE-KEY STATS

■ MAR-25 ■ MAR-24



TYPES OF CALLS

■ Fire ■ Medical ■ MVAs



Human Resources

EMPLOYMENT

	MARCH 2025	MARCH 2024
Positions filled	430	424
Vacancies	24	16
Total Authorized Positions FY 2023–2024	454	440

PROMOTIONS/TRANSFERS

NAME	DEPARTMENT	POSITION	DATE
Brian Dale Harris	Police Department	Corporal	3-02-2025
Darryl Ragland	Police Department	Sergeant	3-02-2025
Christopher Williamson	Public Works	Tree Trimming Supervisor	3-31-2025

Information Technology

SERVICE STATS

	MARCH 2025	MARCH 2024
Service Requests Completed	573	621
Network Uptime Percentage	100%	100%

Inspections & Public Facilities

RESIDENTIAL PERMITS

	MARCH 2025	MARCH 2024
Single-Family Dwelling	6	28
Townhomes	25	17
Duplexes	1	0
Multi-Family Dwelling Units	0	0
Other	107	104
Total	139	149

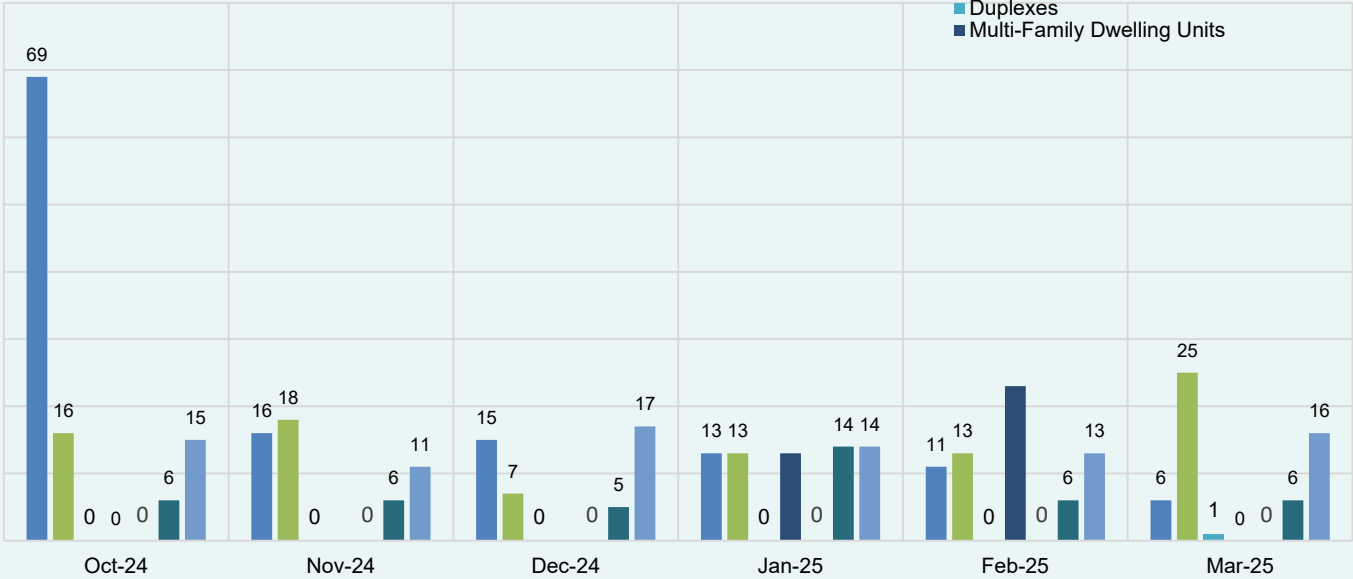
NON-RESIDENTIAL PERMITS

	MARCH 2025	MARCH 2024
New Commercial	0	0
Fit-Ups	4	2
Other	35	22
Total	39	24

Inspections & Public Facilities

RESIDENTIAL BUILDING PERMITS (last 6 months)

- Single-Family Dwelling
- Townhomes
- Duplexes
- Multi-Family Dwelling Units

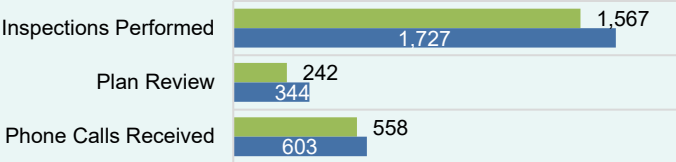


PUBLIC FACILITIES

	MARCH 2025	MARCH 2024
Preventative Maintenance Completed	573	548
Reactive Work Orders	159	97

DEPARTMENTAL PRODUCTIVITY

- MARCH 2025
- MARCH 2024



BUSINESSES

NEW COMMERCIAL BUSINESSES

None

FIT-UPS

Teriyaki Madness Restaurante	12610 Capital Blvd 100
The Renaissance Companies	741 Merritt Capital Dr 105
Navadhaanya	12223 Hampton Way Dr 100
Physiofit of NC	12335 Wake Union Church Rd 204

PRE-OCCUPANCIES

Lux Industries LLC	500 Wait Ave 04
Property Mgmt (power change only)	12295 Capital Blvd
Directed Path Investments	835 Wake Forest Business Park B
QVS Software Inc	822 S White St 100
Firehouse Subs (Owner change)	11704 Retail Dr
Property owner (power change)	1890 S Main St 106

Organizational Performance

NORTHERN COMMUNITY FOOD SECURITY TEAM (NCFST)

Staff Hours	18 hrs./week
Updates	NCFST Partners (18 attended) Mobile Markets - 2x WF Community Table - 4x Eat Well Wake Prescription - 4x Mini Pantry restock - 3x
Lunch & Learn	March 7, 2025, guest speaker Nick Nolte

GUEST SERVICES VOLUNTEER (GSV) PROGRAM

Active	20
Inactive	4 (Health Issues)
Onboarding	2(pending background check)
Hours (March)	150

Parks, Recreation & Cultural Resources

ATHLETICS

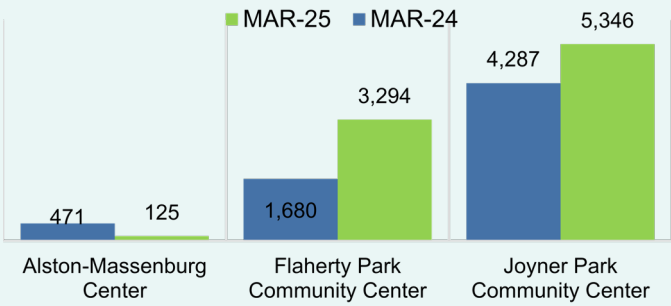
	MARCH 2025	MARCH 2024
Registrations Received – Youth	5	1
Registrations Received – Adult	0	3
Games Held	35	18
Revenue	\$395	\$1,765

VIEW

RECONNECT PROGRAM GUIDE

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

VISITORS TO COMMUNITY CENTERS



PROGRAMS

	MARCH 2025	MARCH 2024
Registrations Received – Youth	123	77
Registrations Received – Adult	156	194
Classes/Programs Held	28	39
Revenue	\$3,998	\$5,830

PARK MAINTENANCE

TYPE OF MAINTENANCE	QUANTITY
Vandalism	3
Reactive Maintenance	2
PM Inspections & Services	74
Evening & Weekend Park Services	17

VISITORS TO AQUATIC CENTER & SPRAYGROUND

	MARCH 2025	MARCH 2024
Aquatic Center	0	CLOSED
Taylor Street Sprayground	0	CLOSED

FACILITY RENTALS

	MARCH 2025	MARCH 2024
Athletic Fields	3	5
Joyner Park Outdoor / Open Space	0	5
General Outdoor / Open Space	0	4
Picnic Shelters	0	0
Wake Forest Community House	12	5
Joyner Park Community Center	1	3
Flaherty Park Community Center	0	0
Alston-Massenburg Center	0	4

Planning

DEVELOPMENT SERVICES MONTHLY REPORT

VIEW

ZONING VIOLATIONS DASHBOARD

VIEW

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

CERTIFICATES OF APPROPRIATENESS

	MARCH 2025	MARCH 2024
COAs Received	1	0
COAs Approved	1	0

Police

KEY STATS

	MARCH 2025	MARCH 2024
Calls for Service	4,822	5,039
Vehicle Crashes	194	182

Public Works

Streets: Repaired 358 Ft of sidewalk/ 44.5 yards of concrete • Repaired 11 potholes/ 136 tons of asphalt • Marked 3 Graves/ Marked one headstone • Reshaped/graded 350 ft of ditch line • Installed/replaced 100 ft of storm pipe

Fleet: Fleet completed 263 work orders in March for a combined shop productivity average of 79% of billable hours. -The four mechanics completed 35 combined hours of training. -Wesley Hight passed his CDL Class A driver's test on his first attempt. Way to go, Wesley! He has also successfully completed his introductory period.

Solid Waste: Tyler Jankuv, an SW Collector, earned his Class A CDL. With the warmer weather, many litter pickup kits were distributed to volunteers in March. Two rear loaders have been out of service for a few weeks. With the increase in yard waste debris, the crews are working to complete their daily routes. - Jeanette attended and presented Food Waste Reduction Methods at the CRA conference in Willington, NC. - We have received lots of applicants for the PW Intern

Urban Forestry: Hired Tree Trimming Supervisor, promotion of Christopher Williamson -Began 2025 prune cycle -assisted Parks & Rec with Baseball field maintenance.

Admin: We sold one niche, marked one headstone, and marked four graves for burial.

RECYCLING

	MARCH 2025	MARCH 2024
Volunteer Collected Litter	25	1,100
Volunteer Collected Recycling	0	0
Volunteer Hours	5	60.5
Volunteer Miles of Streets	0	1
Sections of Roads Cleaned (not miles)	1	2
Number of Creeks Cleaned	1	1
Number of Litter Kits Issued / Returned	38	9

SOLID WASTE

	MARCH 2025	MARCH 2024
New Construction Homes Added	52	38
New Cart Sets	52	38

CEMETERY

	MARCH 2025	MARCH 2024
Number of Plots Sold	0	0
Number of Niches Sold	1	2
Total Plots Available	0	0

Renaissance Centre for the Arts

RENAISSANCE CENTRE BROCHURE

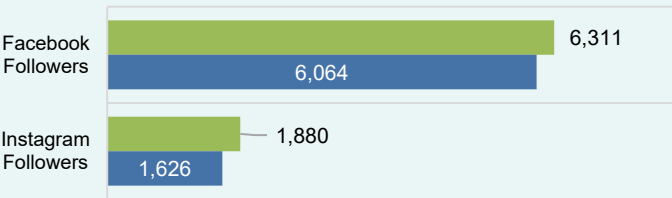
VIEW

EVENT & PROGRAM ATTENDANCE

	MARCH 2025	MARCH 2024
Monthly In-Person Attendance	841	1,262
Virtual Views	7,157	471
Ticketed Events Held	1	1
Free Events Held	0	1

SOCIAL ENGAGEMENT

MAR-25 MAR-24



Highlights for March 2025 for the Renaissance Centre

This year's Wake Forest Film Festival broke all previous records, including most tickets sold, highest attendance, and most films submitted. The following films were this year's winners: Best Narrative Short Film – Just for Now; Best Narrative Feature Film – Saffron Kingdom; Best Student Film – Heart of the City; and the Best Documentary – Our Movement Starts Here.

The March art exhibit is dedicated to our western NC neighbors inspired by the North Carolina mountains.

Wake Forest Power

CUSTOMER SUMMARY

	MARCH 2025	MARCH 2024
Electric Meters/Customers	7,954	7,736
Pre-Pay Power Customers	419	472
H.O.P.E. Participants	40	44
N.C. GreenPower Participants	16	16

PAYMENTS RECEIVED

	MARCH 2025	MARCH 2024
eSuite Credit Card Payments	\$201,044	\$323,904
eSuite Credit Card Payments (Pre-Pay)	\$0	\$0
Paymentus CC Payments	\$1,458,948	\$1,212,519
Paymentus CC Payments (Pre-Pay)	\$51,469	\$519,689

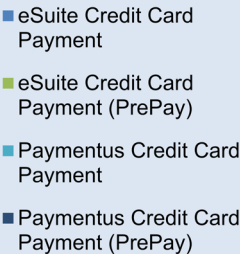
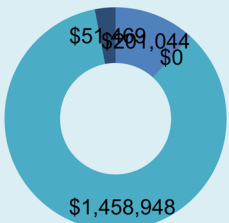
POWER OUTAGES

	MARCH 2025	MARCH 2024
Total Number of Customers Affected by Outages this Month	1,222	112
Average Number of Customers Affected per Outage	407	37.33

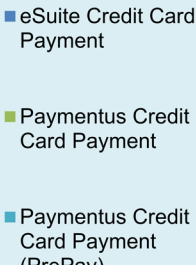
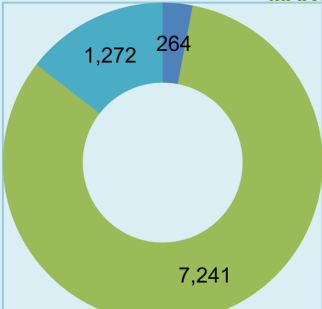
NUMBER OF TRANSACTIONS

	MARCH 2025	MARCH 2024
eSuite Credit Card Payments	264	383
Paymentus CC Payments	7,241	6,591
Paymentus CC Payments (Pre-Pay)	1,272	1,286

PAYMENTS RECEIVED MARCH 2025



PAYMENTS RECEIVED MARCH 2025



Advisory Boards

Historic Preservation Commission

MEETINGS

Most recent meeting held 03/25/2025

Number of members in attendance: 8 out of 9

The Historic Preservation Commission reviewed the event calendar for the year. In honor of Women's History Month, each HPC member completed research on an important woman in Wake Forest history. The members shared their findings with the group. The HPC moved to cancel the April meeting. The next meeting is scheduled for May 27th at 6:30 p.m.

Human Relations Council

MEETINGS

Most recent meeting held 03/27/2025

Number of members in attendance: 7 out of 10

The HRC recognized the Leader of the Wake Lodge #285. The Lodge was chartered on March 10, 1953, a constituent lodge of the Most Worshipful Prince Hall Grand Lodge of Free & Accepted Masons of North Carolina. The Council plans to attend any events associated with Juneteenth and will host Good Neighbor Day on Saturday, September 20, 2025.

Public Art Commission

MEETINGS

Most recent meeting held 03/27/2025

Number of members in attendance: 7 out of 11

Project planning for the new wall at Alston Massenburg and sign for the senior center.

Parks, Recreation & Cultural Resources Advisory Board

MEETINGS

Most recent meeting held 03/24/2025

Number of members in attendance: 10 out of 12

Work Group Items Discussed: National Trails Day 5k/3k (Awards & Prizes), Prices going up about 30% this year, three designs to choose from. Ordering 350 medals this year. The deadline to place an order is April 29, and the delivery date is May 30. **Volunteers:** Start background checks as soon as possible. Currently, 47 are registered. **Cultural Art Fair:** No report, and **Unplugged:** Reviewing master plan guiding principles

Other Items: Flaherty Tennis Courts & Skate Park Updates Projects - RFQ's and Grant: Skate Park – received 4 proposals, Flaherty Park Tennis Courts – received proposals, and Taylor Street Playground (grant application is under review)

Technology Advisory

MEETINGS

Most recent meeting held 03/24/2025

Number of members in attendance: 6 out of 13

TAB worked on the final details for the STEM Saturday on April 12, 2025.

Urban Forestry Board

MEETINGS

Most recent meeting held 03/25/2025

Number of members in attendance: 0 out of 9

I canceled the meeting due to illness.



BOARD OF COMMISSIONERS AGENDA ITEM REPORT

Agenda Item No.: 2025-429-

Submitted by: Bill Crabtree, Communications

Submitting Department: Communications

Meeting Date: April 15, 2025

Subject

Consideration of Approval Guidelines for Public Comment at BOC Meetings

Recommendation:

item Summary:

ATTACHMENTS:

- [Consideration of Approval Guidelines for Public Comment at BOC Meetings.pdf](#)

Guidelines for Public Comment at the Board of Commissioners Meetings

The Wake Forest Board of Commissioners values input from residents of the community and offers an opportunity for Public Comment during our meetings.

Public hearings are forums when the public is invited to express their views on a question or matter. Most public hearings are required by law and others are held when deemed advisable by the Board.

The following rules shall govern public hearings in an effort to maintain order and decorum during a public hearing and to ensure fairness to all speakers:

1. Individuals wishing to speak are encouraged to sign in with the Clerk to the Board prior to the start of the meeting.
2. Speakers are allotted three (3) minutes each. Speakers may not delegate their time, or unused time, to another speaker.
3. Groups should designate a speaker. The speaker may recognize the group by asking them to stand.
4. Speakers shall state their name for the record before making comments.
5. Comments shall be directed to the full Board, not an individual member.
6. Speakers shall present their ideas and opinions freely and without censure using civil language and reasonable standards of courtesy without disparaging anyone.
7. Comments should be concise and not repetitive or duplicative.
8. Members of the audience shall refrain from applause, comments, or other disruptions during the public hearing.
9. Board members will not engage in conversation or debate with speakers during public hearings.
10. Questions from the Board will be held until after the public hearing is closed.
11. Speakers who have handouts to share should bring 12 copies and give them to the Clerk to the Board who will distribute them to Board members, the Manager, the Attorney, and retain one copy for the record.
12. No digital presentations are allowed.
13. Comments submitted in writing and received by close of business on the day prior to the public hearing will be provided to Board members at the meeting in a printed copy. Comments received after this time will be passed along to Board members as regular correspondence.



BOARD OF COMMISSIONERS AGENDA ITEM REPORT

Agenda Item No.: 2025-439-
Submitted by: Evelyn Wright
Submitting Department:
Meeting Date: April 15, 2025

Subject

Commissioner Reports

Recommendation:

item Summary:

ATTACHMENTS:



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: January 16, 2025

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 Metes & Bounds description and survey map

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.

2517 BMC LLC	5839 Capital Blvd	2517 BMC LLC	
By: C. David Johnson, Jr.	Raleigh, NC 27616	By: 	1/20/2025
Name	Address	Signature	Date
Naught 1 LLC	5839 Capital Blvd	Naught 1 LLC	
By: C. David Johnson, Jr.	Raleigh, NC 27616	By: 	1/20/2025
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.