



Wake Forest Board of Commissioners
Meeting Agenda
July 16, 2024 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 ADA Coordinator [Mickey Rochelle](#) at 919-435-9455 or Town Clerk [Terry Savary](#) at 919-435-9432 as soon as possible, but no less than 48 hours before the scheduled event.

Cable & Online Broadcast of Board of Commissioners Meetings

All [Board of Commissioners](#) (BOC) meetings are broadcast live on [WFTV 10](#) beginning at 6 p.m. Meetings are also streamed 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 BOC 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 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 BOC regarding the item under consideration. Anyone wishing to address the BOC concerning a public hearing item should complete and submit the BOC Public Comment Form on the [Town website](#). 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. A designated speaker for a group will be allowed 10 minutes to speak. Only comments on a Public Hearing will be allowed during this time.

Public Comment

During the Public Comment period, anyone wishing to address the BOC concerning an issue or topic that is not a public hearing item or an agenda item should complete and submit the BOC 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. June 4, 2024 Work Session
June 18, 2024 Regular Meeting
[DraftBOCWSMminutesJun202404.pdf](#)
[DraftBOCMinutesJune202418.pdf](#)

3.Presentations

- 3.A. AARP Presentation on the Town of Wake Forest's acceptance in the AARP Network of Age-Friendly States and Communities.
[Item Summary_AARP Presentation_July 16 2024.pdf](#)

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.

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 the US 1 Council of Planning Bylaws and Memorandum of Understanding Updates
[071624 BOC Agenda Summary.pdf](#)
[Final Draft Bylaws.pdf](#)
[Final Draft MOU.pdf](#)
[071624 US 1 Council of Planning Resolution.docx](#)
- 5.B. Kroger Opioid Settlement
[Kroger Opioid settlement documents.pdf](#)
[Resolution2024-48_KrogerOpioidSettlement_Jul202416.pdf](#)
- 5.C. Approval of a Resolution to Endorse Concept B in the South Main Street Corridor Study
[Agenda Summary](#)
[Attachment A: Draft South Main Street Corridor Study.pdf](#)
[Resolution.docx](#)
- 5.D. Approval of the feasibility study proposal for a performing arts center from Johnson Consulting.
[Summary_for_7.2.2024_mtg.pdf](#)
[Contract_Johnson_Consulting_Proposal_Town_of_Wake_Forest_NC_6.25.24.pdf](#)
[Resolution_2024-xx_JohnsonConsulting_Proposal \(1\).docx](#)
- 5.E. Approval of a Resolution Authorizing an Interlocal Agreement Between the Town of Wake Forest and Wake County
[ILA Resolution.docx](#)
[DRAFT WAKE FOREST WakeCountyNDOILAFORMFY2025_.pdf](#)

6.Legislative Items

7.Planning Items

8.Administration and Financial Items

9.Public Services Items

10.Parks and Recreation Items

11.Public Safety Items

12.Other Business

- 12.A. Department Monthly Reports

[June 2024 Monthly Report.pdf](#)

12.B. Wake County Tax Release

[WF-TXREP-JULY-2024-BOC-MTG.pdf](#)

12.C. Commissioner Reports

13. Adjournment



Board of Commissioners Agenda Item Report

Agenda Item No.: 2024-222-

Submitted by: Terry Savary

Submitting Department: Administration

Meeting Date: July 16, 2024

SUBJECT

June 4, 2024 Work Session

June 18, 2024 Regular Meeting

Recommendation:

Item Summary:

ATTACHMENTS

- [DraftBOCWSEMinutesJun202404.pdf](#)
- [DraftBOCMinutesJune202418.pdf](#)



Wake Forest Board of Commissioners Work Session Meeting Minutes

The Wake Forest Board of Commissioners met on **Tuesday, June 4, 2024**, 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 Shackelford, 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 Hassan Kingsberry
Town Clerk Theresa Savary
Planning Director Courtney Tanner
Assistant Planning Director Jennifer Currin
Senior Planner Patrick Reidy
Senior Planner Kari Grace
Zoning Enforcement Officer Ben Coleman
Finance Director Samantha Sanchez
Human Resources Director Angela McCray
Communications & Public Affairs Director Bill Crabtree

Renaissance Centre Director Debbie Dunn
Downtown Development Director Jennifer Herbert
Parks, Recreation & Cultural Resources Ruben Wall
Public Works Director Tim Bailey
Public Facilities Director Mickey Rochelle
Chris Terrell Electric Utility Director
Chief Information Officer Adam Oates
Safety & Risk Manager Ben Naprstek
Director of Organizational Performance Lisa Hayes
Budget & Performance Manager Michelle Daniels
Budget & Performance Analyst Ben Blevins
Inspections Director JJ Carr

Fire Chief Ron Early
Police Chief Jeff Leonard
Captain Brandon High

Captain Julius Jefferson
Lieutenant Patrick Misko

1. Presentations

- 1.1. Presentation of LEGISLATIVE CASE RZ-23-10, 306 S. Allen Road, a rezoning filed by GWP Developers LLC to rezone 2.75 acres located at 306 S. Allen Road, being Wake County Tax PIN 1840-68-8987 from General Residential 5 (GR5) to Residential Mixed-Use Conditional District (RMX-CD).

Senior Planner Patrick Reidy presented on Case RZ-23-10, 306 S. Allen Road.

Commissioner Cross asked if the S. Allen Rd. connection will connect to Middlebridge Rd. Mr. Reidy replied yes, it's his understanding that they would rework S. Allen Rd. up to Wait Ave. and install a sidewalk on the west side of S. Allen Rd. Commissioner Cross asked if a sidewalk would be installed along the frontage. Mr. Reidy replied yes, along with the curb and gutter. Commissioner Cross commented that it would be a traffic issue until the connection is made. Mr. Reidy responded that a Traffic Impact Analysis (TIA) was not required based on the number of units. He said the most they could require were the frontage improvements that are compliant with the Comprehensive Transportation Plan (CTP). She asked if there was a timeframe for the completion of the project. Mr. Reidy said not right now.

Commissioner Cross mentioned that the Planning Board had discussed the installation of no parking signs. Mr. Reidy responded that it would not be the responsibility of the applicant and that the Town Board would need to approve the ordinance. Mr. Reidy also mentioned that he had spoken to the Engineering Staff, and they were supportive of the idea. Commissioner Cross inquired about outdoor patio space or access to green space. Mr. Reidy explained that based on the plan, there wouldn't be individual patio areas, but there would be common areas. When asked about exterior upgrades, Mr. Reidy mentioned that they plan to refresh the exterior, and the developer can discuss more details at the next meeting. Commissioner Cross also mentioned the installation of an Underground Stormwater Management System for the property and asked if it would alleviate flooding. Mr. Reidy explained that the system would handle runoff at the site, but acknowledged ongoing drainage issues in the area that would be fixed once the S. Allen project takes place.

Commissioner Clapsaddle mentioned that the plan is to refurbish the building and create thirty-one units, all of which will be designated for senior housing. Mr. Reidy confirmed this.

Commissioner Sliwinski inquired about the decision to change the age restriction from 55 to 62. Mr. Reidy explained that this change was proposed during the Planning Board Meeting in response to feedback from residents. The idea was that by increasing the age requirement, the community might attract individuals who are truly retired, potentially leading to less traffic and a decreased likelihood of having a younger spouse.

Mayor Jones pointed out that in North Carolina, senior housing is typically designated for individuals aged 55 and above, and questioned whether deviating from this standard was wise. Mr. Reidy mentioned that after researching the issue and speaking with Wake County officials, they found that 55 is considered the standard age for senior housing. However, he also emphasized that they have the flexibility to set a different age limit through rezoning conditions. In response, Mayor Jones then sought the board's input on the standard age of 55 for this project.

Commissioner Cross asked if this would be unique pushing the age limit slightly higher than the standard. Mr. Reidy clarified that other projects also exceed the standard age of 55. Commissioner Wright expressed that in previous cases, the board had consistently used the standard age of 55 and older. He added that he is open to either age requirement but sees the value in being more inclusive. Commissioner Clapsaddle explained that the decision to consider raising the age limit was a response to concerns raised by neighbors at the Planning Board Meeting.

Commissioner Shackelford asked about the source of the concerns. Mr. Reidy indicated that it had to do with being closer to retirement age. He suggested that further discussions would be held at the public hearing to gather input from the neighbors. Commissioner Cross emphasized that individuals living in the housing would likely be at retirement age, leading to less traffic, and were unlikely to have children living with them.

Mayor Jones asked if the Board had any other questions. No further questions were heard.

1.2. Presentation of an Ordinance Amending the Code of Ordinances Chapter 14, Article II, Section 14-31 – 14-38 – Nuisances

Zoning Enforcement Officer Ben Coleman gave a presentation on the ordinance amendment of Chapter 14, Article II, Section 14-31-14-38 – Nuisances.

Commissioner Wright inquired about the procedure for sending violation notices to renters who are not maintaining the property. Mr. Coleman clarified that notices are sent to the property owners, not the renters.

Commissioner Wright also asked about the potential issues with allowing lawns to grow to support environmental causes such as butterfly conservation. Mr. Coleman stated that he is aware of this trend but did not observe an increase in violations this year. However, he noted that the town would have to address complaints if someone were to complain about a neighbor's overgrown lawn.

Additionally, Commissioner Wright raised concerns about the reforestation permit attracting rodents. Mr. Coleman expressed hope that the dense tree canopy required for the reforestation permit would eventually eliminate the habitat for rodents caused by the overgrown grass.

Commissioner Cross inquired about the regulations for handling multiple cars on a property. Mr. Coleman explained that the current ordinance does not prohibit parking in the grass in the front yard. He mentioned that the limitations pertain to vehicles with specific conditions, such as not displaying valid registration, being immovable, or having a value of less than \$100. He also indicated the possibility of modifying the existing regulations in the future.

Mayor Jones asked if the Board had any other questions. No further questions were heard.

1.3. Discussion of FY 2024-2025 Proposed Annual Operating Budget

Budget & Performance Manager Michelle Daniels led a discussion of the FY 2024-2025 Proposed Annual Operating Budget.

Commissioner Sliwinski inquired about the average tax range for lower or fixed-income levels. Ms. Daniels replied she would obtain that information for him.

Commissioner Wright had questions regarding general fund expenditures. He was interested to hear the Board's stance on affordable housing.

Mayor Jones emphasized that she was not willing to reduce any services provided to the citizens.

Commissioner Sliwinski expressed his opposition to cutting the penny for affordable housing. Mayor Jones stressed the importance of inclusivity and supporting those who cannot afford housing.

Commissioner Wright raised concerns about the growth and increased expenses, noting the lack of a commercial base. He questioned whether tax increases predominantly burdened the citizens. Ms. Daniels confirmed that the majority of tax increases are borne by residential properties.

Commissioner Shackelford stated he would not support reducing the penny for housing affordability. He praised the staff for maintaining a high level of service despite facing challenges.

Commissioner Cross inquired whether there were one-time expenses that could be covered by the fund balance to reduce the tax rate. Ms. Daniels explained that one-time expenses are annually budgeted for. Commissioner Cross suggested utilizing a percentage from the fund balance. Town Manager Padgett clarified that the fund balance is reserved for unforeseen circumstances, such as land acquisitions, emergencies, and unexpected opportunities.

Mayor Jones asked if the Board had any other questions. No further questions were heard.

2. Discussion of Monthly Financial Report

2.1 Monthly Financial Report

Received.

3. Review of Draft Agenda for Upcoming Regular Meeting

3.1 Review of Draft Agenda for Upcoming Regular Meeting

The draft agenda was reviewed.

4. Other Business

4.1. Consideration of Second Reading of an Ordinance Amending Chapter 10, Article V, Section 20-131 - Curfew, of the Code of Ordinances for the Town of Wake Forest, NC

Commissioner Shackleford said he doesn't mind having an ordinance in the police officer's toolbox. He's not sure if having this in the police officer's toolbox would really accomplish anything. He'd rather wait and see how the event goes in June. He also mentioned there are now more resources there that could be extra eyes on the street, that they should consider tapping into before they enact an ordinance.

Commissioner Clapsaddle asked for clarification on the proposed ordinance on whether the teenager must be with a parent, guardian, or authorized adult. Town Attorney Kingsberry replied legally it would be a parent, guardian, or someone who has a legal relationship with the child. Commissioner Clapsaddle agreed with Commissioner Shackleford and doesn't know if this is the appropriate way to handle this.

Mayor Jones said there are a few teenagers who are making the event unpleasant for people and some of the businesses. Most of the time their behavior is to be rude and/or obnoxious. Nobody wants to keep teenagers away and they are welcome but having this curfew in place allows the police to detain a teenager who is misbehaving.

Commissioner Shackleford was surprised that there was no discussion about the penalty. In the past, when discussing curfews, there has been a lot of conversation about the penalties. He mentioned that the event ends at 9:00 p.m. and the curfew is suggested for 8:00 p.m., noting that there could be unruly kids attending earlier.

Commissioner Cross brought up the current advertising for the event and questioned whether it clearly stated that kids couldn't be dropped off. Ms. Herbert responded that pleas to parents went out last summer, asking them not to drop off their children. Commissioner Cross expressed uncertainty about whether a curfew is the best approach for this.

Commissioner Wright inquired about the extra cost for mutual aid. Ms. Herbert replied that the only extra cost is for food, as the officers are fed for their services. She stated that they have mutual aid for the rest of the season, but long-term discussions have not yet taken place.

Commissioner Sliwinski inquired about the enforcement tools available to law enforcement officers for intervening with minors. Town Attorney Kingsberry explained that if the offenses are chargeable, minors can be charged for their actions, but they will go through a different justice system than adults.

Commissioner Shackleford questioned whether the ordinance, as written, would deter the behavior that they are experiencing downtown. Chief Leonard replied that he couldn't predict whether it would be a deterrent or not.

ACTION

Mover: Commissioner Wright made a motion to postpone the item until the June 18, 2024 Board of Commissioners Regular Meeting.

Seconder: Commissioner Shackleford.

Vote: Motion carried 4-1.

Yay

Commissioner Wright
Commissioner Shackleford
Commissioner Cross
Commissioner Clapsaddle

Nay

Commissioner Sliwinski

5. Commissioner Reports

Mayor Jones participated in the NC Transportation Summit in Greensboro and was invited as a panelist to discuss transportation grants and the importance of partnerships. She was interviewed by Loretta Boniti from Spectrum regarding the S-Line and transportation. Mayor Jones also attended a social gathering at the A.J. Fletcher Foundation, where leaders in North Carolina were brought together. She was invited to attend a luncheon aimed at connecting individuals who may not know each other. She attended the Wake Forest High School Senior Awards Program. She recognized Jeanette Johnson for being selected as Public Works Employee of the Year. She attended Fungo's first home game of the season. The consulting firm VHB was invited to do an article for the APTA Magazine, and they interviewed Mayor Jones, highlighting Wake Forest. She attended the AARP Age-Friendly Community Meeting with Assistant Town Manager Candace Davis, Renaissance Centre Specialist Debra Horton, and Ann Welton from the Friends of the Senior Center.

Commissioner Sliwinski helped set up for the National Trails Day 5K/3/K at Joyner Park and attended various events, including the Six Sundays in Spring Event, Wake Transit Plan Stakeholder Update, and Central Pines Regional Council Meeting. He also listened to PRCR Director Ruben Wall speak about the Lightning Warning System installed in some of the parks.

Commissioner Clapsaddle congratulated Sergeant Jeffery McArthur for being recognized and awarded by the Special Olympics. He thanked PRCR Director Ruben Wall and Town Staff for leading the effort in Six Sundays in Spring. Reminder, Juneteenth Celebration on Friday, June 14th and Saturday, June 15th. He thanked everyone who participated in the Annual Memorial Day Salute.

Commissioner Cross attended the Six Sundays in Spring Event, the Memorial Flag Raising Ceremony, and the Urban Forestry Board Meeting. She requested a staff review of the Special Event Policy, approved in 2019, to address any issues, changes in state law, and other recommendations. Mayor Jones said there are a couple of policies that staff are working on right now and this is one she believes they are already working on.

Commissioner Shackleford attended the Wake Forest Historical Museum Meeting and encouraged everyone to visit the museum's ongoing exhibit called "We Built This: Profiles of Black Architects and Builders in North Carolina."

Commissioner Wright hosted the Six Sundays in Spring Event a couple of weeks ago. He reminded everyone about the upcoming Touch-A-Truck Event on Saturday, June 22nd at the Factory from 11:00 am to 3:00 pm.

Town Manager Padgett reminded the Board about the Coffee Chat with the Triangle Community Coalition (TCC) on Friday, June 7th at 8:30 am in the Ground Floor Meeting Room at Town Hall.

6. Adjournment

The Board of Commissioners adjourned the meeting at 8:06 p.m.

Duly approved in open session this 16th day of July 2024.

(ATTEST)

Vivian A. Jones, Mayor

Theresa Savary, Town Clerk

DRAFT



Wake Forest Board of Commissioners Meeting Minutes

The Wake Forest Board of Commissioners met on **Tuesday, June 18, 2024**, 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 stated that Commissioner Shackleford would not be in attendance for tonight's meeting.

Mayor Jones led everyone in the Pledge of Allegiance.

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

Commissioner Members Absent: None.

Staff Members Present

Assistant Town Manager Candace Davis
Assistant Town Manager Allison Snyder
Assistant Town Manager/CFO Aileen Staples
Town Attorney Hassan Kingsberry
Town Clerk Theresa Savary
Planning Director Courtney Tanner
Assistant Planning Director Jennifer Currin
Senior Planner Patrick Reidy
Finance Director Samantha Sanchez
Budget & Performance Analyst Ben Blevins
Budget & Performance Manager Michelle Daniels
Senior Planner Michelle Michael

Zoning Enforcement Officer Ben Coleman
Human Resources Director Angela McCray
Director of Organizational Performance Lisa Hayes
Engineering Director Tim Watson
Public Facilities Specialist Steven Carpenter
Fire Chief Ron Early
Police Chief Jeff Leonard
Police Captain Julius Jefferson
Police Captain Brandon High
Police Lieutenant Patrick Misko
Downtown Development Director Jennifer Herbert

1. Approval of Agenda

ACTION:

Mover: Commissioner Sliwinski made a motion to remove *"Item 6.A. Consideration of Second Reading of an Ordinance Amending Chapter 10, Article V, Section 20-131 - Curfew, of the Code of Ordinances for the Town of Wake Forest, NC"* from the agenda. He suggested exploring other options for policies regarding unaccompanied minors for Friday Night on White rather than keeping something on the agenda that may not take up for a vote tonight.

Second: Commissioner Wright.

Vote: Motion carried 5-0.

ACTION

Mover: Commissioner Wright moved to amend the agenda to include the following item: *Resolution to Accept Streets into the Town of Wake Forest Street System for Maintenance.*

Second: Commissioner Sliwinski.

Vote: Motion carried 5-0.

2. Approval of Minutes

2.A. Approval of Minutes:

- May 7, 2024 Work Session
- May 21, 2024 Regular Meeting

ACTION:

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

Second: Commissioner Sliwinski.

Vote: Motion carried 5-0.

3. Presentations

3.A. Closed Session: NCGS 143-318.11(a)(3) Consultation with the Town Attorney

ACTION:

Mover: Commissioner Wright moved to go into closed session at 6:05 p.m.

Second: Commissioner Sliwinski.

Vote: Motion carried 5-0.

The Board reconvened to open session at 6:15 p.m.

4. Public hearings / Public Comment

- 4.A. Public Hearing on LEGISLATIVE CASE RZ-23-10, 306 S. Allen Road, a rezoning filed by GWP Developers LLC to rezone 2.75 acres located at 306 S. Allen Road, being Wake County Tax PIN 1840-68-8987 from General Residential 5 (GR5) to Residential Mixed-Use Conditional District (RMX-CD).

Senior Planner Patrick Reidy gave a brief update on a new condition that was added:

- In regards to the material used for exterior walls: Front shall be at least 75% masonry and no more than 25% lap siding (cementitious fiber, wood clapboard, wood siding, primed board, or wood shingle with vinyl, unfinished block, EIFs, and metal siding not allowed). The sides shall be at least 50% masonry, not more than 50% lap siding (cementitious fiber, wood clapboard, wood siding, primed board, or wood shingle with vinyl, unfinished block, EIFs, and metal siding not allowed). The rear shall be at least 25% masonry, no more than 75% lap siding (cementitious fiber, wood clapboard, wood siding, primed board, or wood shingle with vinyl, unfinished block, EIFs, and metal siding not allowed).

The following citizens provided comments:

- Deborah Hill, 257 S. Allen Rd., Wake Forest, NC 27587
- Jennifer Rose, 223 Sparrow Dr., Wake Forest, NC 27587
- Susan Ray, 332 South Allen Rd., Wake Forest, NC 27587
- Monica Tasca, 712 Quail Ave., Wake Forest, NC 27587

Mayor Jones asked if anyone else would like to speak. No one came forward to speak.

Mayor Jones declared the public hearing closed.

- 4.B. Public Comment: If anyone would like to address the Board on the Interlocal Agreement Regarding Enforcement of the Wake County Nondiscriminations Ordinance in Municipal Jurisdictions

The following citizens provided comments:

- Robin Roper, 7021 Daniel Rd., Wake Forest, NC 27587
- Cheryl Adams, 509 Holding Oaks Ct., Wake Forest, NC 27587

4.C. 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.

The following citizens provided comments:

- Amanda Cottrill, 1627 Main Divide Dr., Wake Forest, NC 27587
- Scott Brown, 4920 Granite Lake Dr., Wake Forest, NC 27587
- Lucas Beaver, 4423 Hopson Rd., Morrisville, NC 27560
- Paul Carrington, 75 Farmers Path Ct., Louisburg, NC 27549
- Janet Chadwick, 214 Alberbury Commons Ct., Wake Forest, NC 27587
- Cheryl Adams, 509 Holding Oaks Ct., Wake Forest, NC 27587
- Derek Ellington, 7620 Thompson Mill Rd., Wake Forest, NC 27587
- Stephen Welch, 561 Clifton Blue St., Wake Forest, NC 27587
- Jeff Meinhart, 209 Clifton Woods Dr., Louisburg, NC 27549
- John Pavlovitz, 1212 Dunn Creek Xing., Wake Forest, NC 27587
- Michael Bunn, 5470 Pearce Rd., Zebulon, NC 27597
- Michael Seethaler, 2804 Sojournertruth Way, Raleigh, NC 27610
- Ken Cheeseman, 107 November St., Garner, NC 27529
- Tommy Waltz, PO Box 1516, Wake Forest, NC 27587
- David Griffin, 905 Traditions Ridge Dr., Wake Forest, NC 27587
- Jonah Moran, 3824 Quarry Rd., Zebulon, NC 27597
- Melanie Mottershead, 921 Heritage Greens Dr., Wake Forest, NC 27587
- Trent Moody, 564 Peach Orchard Rd., Louisburg, NC 27549
- Brandon Vanderford, 4920 Granite Lake Dr., Wake Forest, NC 27587
- Robert Bosley, 75 Adler Ct., Franklinton, NC 27525
- Will Arterburn, 4901 Granite Lake Dr., Wake Forest, NC 27587

- Tamara Weightman, BA Folk, PLLC, 5000 Centregreen Way, Suite 500, Cary, NC 27513
- Abby Black, 520 South Main St., Wake Forest, NC 27587

5. Consent Agenda

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- 5.A. Approval of resolution authorizing Franklin County Tax Administrator to Levy and Collect Property Taxes and Stormwater Fees for FY 2024-2025 for the Town of Wake Forest

[Filed in the Clerk's Office as Resolution 2024-42.]

- 5.B. Approval of resolution authorizing Wake County Tax Administrator to Levy and Collect Property Taxes and Stormwater Fees for FY 2024-2025 for the Town of Wake Forest

[Filed in the Clerk's Office as Resolution 2024-43.]

- 5.C. Approval of Budget Ordinance Amendment # 5 - FY 2023-2024

[Filed in the Clerk's Office as Ordinance 2024-19.]

- 5.D. Approval of Adoption of an Ordinance Amending the Code of Ordinances Chapter 14, Article II, Section 14-31 – 14-38 – Nuisances

[Filed in the Clerk's Office as Ordinance 2024-14.]

- 5.E. Resolution to Accept Streets into the Town of Wake Forest Street System for Maintenance

[Filed in the Clerk's Office as Resolution 2024-41.]

ACTION:

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

Second: Commissioner Sliwinski.

Vote: Motion carried 5-0.

6. Legislative Items

- 6.A. Ordinance Amending Chapter 10, Article V, Section 20-131 - Curfew, of the Code of Ordinances for the Town of Wake Forest, NC.

Item removed from the agenda.

7. Planning Items

- 7.A. Consideration of LEGISLATIVE CASE RZ-23-10, 306 S. Allen Road, a rezoning filed by GWP Developers LLC to rezone 2.75 acres located at 306 S. Allen Road, being Wake County Tax PIN 1840-68-8987 from General Residential 5 (GR5) to Residential Mixed-Use Conditional District (RMX-CD).

Commissioner Wright asked Mr. Reidy to address the stormwater situation. Mr. Reidy explained that at this point, staff doesn't have specific details about the stormwater calculations, but they are planning to use underground detention to accommodate the increase in impervious area and connect it to the storm drain system. He mentioned that the underground systems are designed to release the water over a 2 to 5-day period, depending on the size of the rain event. If the rezoning is approved, they would create construction drawings to verify the accuracy of the calculations.

Commissioner Wright inquired about the potential impervious surface if the property were to be upfitted to its previous use. Mr. Reidy stated that it would likely be similar, but they haven't evaluated it yet. He explained that parking standards are now higher than they were when the property was originally developed and expects an increase in parking.

Further, Commissioner Wright asked whether the street would be widened. Mr. Reidy confirmed that the street would be widened along their frontage. He also mentioned that the Capital Improvement Plan (CIP) and bond money would facilitate the

widening of the road to make the necessary connection, including adding a sidewalk on one side and improving curb, gutter, and drainage along with the plan to connect to Wait Avenue.

Commissioner Wright inquired whether the traffic to the senior housing location would be less as opposed to a senior center due to the presence of staff and families. Mr. Reidy replied, yes.

Commissioner Wright also asked Mr. Reidy to ensure how they plan to adhere to the 62+ age restriction. Mr. Reidy explained that compliance would be reported annually as a rezoning condition with penalties for any units found to be out of compliance until rectified.

Additionally, Commissioner Wright inquired about the need for a fire lane. Mr. Reidy stated that it was not raised as a concern during the review and was not requested by fire reviewers.

Commissioner Wright commented on concerns about affordable housing and the impact of restricting the project and its adaptive reuse. He highlighted the potential for the project to lead to more expensive housing if adapted into a nursing home rather than providing housing for new residents.

Commissioner Clapsaddle sought clarification on rezoning condition number 8, which stated that all units must have a minimum lease contract of 3 months and that violations would be assessed per unit, not in compliance. He inquired whether this condition was put in place due to the initial intent for the majority of the housing to be used for corporate purposes. In response, Mr. Reidy mentioned that while the staff felt that condition number 8 could be removed based on the changes, the applicant decided to keep it to demonstrate goodwill towards the Planning Board recommendations.

Commissioner Cross expressed that having the option of shorter leases is not a bad idea.

Commissioner Sliwinski asked whether there were any recommendations from the Planning Board or neighbors that the developer had refused. Mr. Reidy replied no, stating that they had been agreeable to all the Planning Board recommendations.

Commissioner Cross noted that the area is easily accessible by bicycle to downtown and suggested the possibility of having more than 4 bicycle spaces. Commissioner Wright mentioned that he believed the developer would likely install a bicycle rack with more than 4 spaces.

Commissioner Shackleford requested to be recused due to a possible conflict. He wanted to err on the side of caution because he believed that his friend might have been acquainted with the developer, in the past, but he couldn't confirm it.

ACTION:

Motion: Commissioner Sliwinski, Commissioner Clapsaddle, Commissioner Cross, and Commissioner Wright moved to approve Commissioner Shackleford's recusal.

Vote: Motion carried 4-0

Commissioner Cross expressed satisfaction with the developer's handling of concerns related to the age requirement of 62+. She appreciated the approach of reusing existing structures instead of demolishing them. She also raised concerns about stormwater management in the surrounding neighborhood and suggested exploring the possibility of making the street a no-parking zone due to its narrowness. Additionally, she noted that there seemed to be minimal traffic differences between nursing homes and age-restricted residential areas.

Commissioner Sliwinski thanked the applicant for their cooperation and adherence to the requirements. He highlighted the need for minimal tree disturbance, replanting more trees than being removed, road widening, infrastructure improvements, and stormwater management in an area prone to stormwater issues. He commended the application as the most consistent with the board's plan during his tenure of 2 1/2 years.

ACTION:

Mover: Commissioner Wright moved to approve Legislative Case RZ-23-10, 306 S. Allen Road with the consistency statement.

Seconder: Commissioner Clapsaddle.

Vote: Motion carried 4-0.

8. Administration and Financial Items

8.A. Consideration of approval of FY 2024-2025 Budget Ordinance

ACTION:

Mover: Commissioner Sliwinski moved to approve the FY 2024-2025 Budget Ordinance as presented.

Second: Commissioner Clapsaddle.

COMMENTS

- Commissioner Sliwinski expressed gratitude to the staff for their hard work and confirmed support for the presented budget
- Commissioner Wright said he'd like to see if they could look at redoing the downtown zone and inhabit some of the newer developments that are taking place. When that's done, he'd like to see the rate of living in the downtown zone go down.
- Commissioner Cross thanked staff for their hard work. She appreciated that the tax rate came in under what was estimated but voiced concerns about the undue burden on the taxpayers with property revaluations and other fees.
- Mayor Jones appreciated the staff's financial management and noted that the fund balance exceeds the town's policy, which she viewed positively.
- Commissioner Sliwinski pointed out what he believed to be a typo in the budget ordinance. Aileen Staples clarified that there is an additional 0.5 cent in the budget ordinance for housing and it's one cent for housing and 1.5 cents for transportation.

Vote: Motion carried 4-1.

Yay

Commissioner Sliwinski
Commissioner Clapsaddle
Commissioner Shackelford
Commissioner Wright

Nay

Commissioner Cross

8.B. Consideration of Approval of an Interlocal Agreement Regarding Enforcement of the Wake County Nondiscriminations Ordinance in Municipal Jurisdiction

ACTION:

Mover: Commissioner Clapsaddle moved to approve the Interlocal Agreement regarding enforcement of the Wake County Nondiscriminations Ordinance in Municipal Jurisdiction.

Second: Commissioner Wright.

COMMENTS

- Commissioner Sliwinski stated that while he does not condone any form of discrimination, his objection to the interlocal agreement is related to its enforcement rather than the subject matter.
- Commissioner Cross agreed with what Commissioner Sliwinski said. She said she agreed with the spirit of the ordinance but does not support its execution through the county.
- Mayor Jones also sided with Commissioner Sliwinski and Commissioner Cross, sharing her dissatisfaction with the county's authority to determine what is deemed inappropriate or not.
- Commissioner Sliwinski suggested that the town could take the lead in addressing discrimination internally by implementing measures to convey their stance against discrimination.

Vote: Motion carried 3-2.

Yay

Commissioner Clapsaddle
Commissioner Shackelford
Commissioner Wright

Nay

Commissioner Cross
Commissioner Sliwinski

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. Wake County Tax Release

Received.

12.B. Department Monthly Report

Received.

12.C. Commissioner Reports

Commissioner Wright attended the Cars & Carnivores Street Festival and Friday Night on White.

Commissioner Shackleford participated in the Juneteenth Celebration and spoke at the Wake Forest Charter School 8th-grade graduation.

Commissioner Cross encouraged everyone to attend the Touch-A-Truck Event and the Fourth of July Events.

Commissioner Clapsaddle attended Friday Night on White and emphasized the significance of Juneteenth Day on June 19th. He expressed his gratitude to the Wake Forest Police Department, other supporting municipalities, and the town staff.

Commissioner Sliwinski commended the Northeast Coalition for an excellent Juneteenth celebration and thanked staff at the Alston Massenburg Center for the kickoff event. He also attended a FUNGO game and had a tour of the Ailey Young House.

Mayor Jones found the Juneteenth Celebration enjoyable. She also attended the graduations of Heritage High School and Wake Forest High School. Additionally, she mentioned that Wake Forest received the National Main Street Accreditation and expressed her appreciation to Jennifer Herbert and her team. She participated in the Triangle Community Coalition (TCC) 25th Anniversary Celebration and congratulated the Technology Engineering & Design students at Wake Forest High School for their successful participation in a tiny house project. Lastly, Mayor Jones shared the accomplishment of Wake Forest being ranked as the 10th best city to move to in North Carolina by USA Today Homefront.

Assistant Town Manager Candace Davis had no report.

12.D. Closed Session: NCGS 143-318.11(a)(6) Personnel

ACTION:

Mover: Commissioner Wright moved to go into closed session at 8:43 p.m.

Seconder: Commissioner Sliwinski.

Vote: Motion carried 5-0.

The Board reconvened to open session at 9:40 p.m.

ACTION:

Mover: Commissioner Wright moved to approve a 7% pay raise for Town Attorney Hassan Kingsberry and a 7% raise for Town Manager Kip Padgett while maintaining his current vehicle allowance.

Seconder: Commissioner Shackleford.

Vote: Motion carried 5-0.

13. Adjournment

With no further business to discuss, the meeting was adjourned at 9:41 p.m.

Duly approved in open session this 16th day of July 2024.

(ATTEST)

Vivian A. Jones, Mayor

Theresa Savary, Town Clerk



Board of Commissioners Agenda Item Report

Agenda Item No.: 2024-224-

Submitted by: Lisa Hayes

Submitting Department: Administration

Meeting Date: July 16, 2024

SUBJECT

AARP Presentation on the Town of Wake Forest's acceptance in the AARP Network of Age-Friendly States and Communities.

Recommendation:

no action needed

Item Summary:

ATTACHMENTS

- [Item Summary_AARP Presentation_July 16 2024.pdf](#)

Item Summary

AARP Presentation on the Town of Wake Forest's acceptance in the AARP Network of Age-Friendly States and Communities.

Representatives from AARP North Carolina will provide a presentation to the Town of Wake Forest, congratulating the Town for becoming the 899th community to enroll in the AARP Network of Age-Friendly States and Communities.



Board of Commissioners Agenda Item Report

Agenda Item No.: 2024-223-

Submitted by: Terry Savary

Submitting Department: Administration

Meeting Date: July 16, 2024

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.: 2024-188-

Submitted by: Emma Linn

Submitting Department: Planning

Meeting Date: July 16, 2024

SUBJECT

Approval of the US 1 Council of Planning Bylaws and Memorandum of Understanding Updates

Recommendation:

Item Summary:

ATTACHMENTS

- [071624 BOC Agenda Summary.pdf](#)
- [Final Draft Bylaws.pdf](#)
- [Final Draft MOU.pdf](#)
- [071624 US 1 Council of Planning Resolution.docx](#)

Agenda Item: Approval of the US 1 Council of Planning Bylaws and Memorandum of Understanding Updates

Summary: The US 1 Council of Planning Bylaws and Memorandum of Understanding (MOU) are being updated to make administrative amendments, reflect member updates, and include the high-speed rail corridor (S-Line).

The item was presented at the July 2nd Board of Commissioners Work Session.

Attachments: Final Draft Bylaws
Final Draft Memorandum of Understanding (MOU)

US 1 Corridor Council of Planning Bylaws

ARTICLE I - NAME

The name of this body shall be the US 1 Corridor Council of Planning, hereinafter referred to as the Council of Planning.

ARTICLE II - PURPOSE

The purpose and goals of the Council of Planning shall be to:

1. Meet on a regular basis to discuss land use and transportation issues along the portion of the US 1 Corridor and the Southeast High Speed Rail that lies between I-540 in Wake County, through northern Wake County and Franklin County, to the Vance County line.
2. Monitor development along the US 1 Corridor and the Southeast High Speed Rail project and gauge progress on the implementation of the 2006 US-1 Corridor Study and the 2012 US 1 Phase II Corridor Study.
3. Monitor development along the Southeast High Speed Rail corridor and gauge progress on the implementation of the 2017 SEHSR Record of Decision and future design work by NCDOT.
4. Provide an opportunity to comment and give feedback on development projects of regional significance taking place along the Corridor.
5. Make recommendations to local governments, the Capital Area Metropolitan Planning Organization (MPO), GoRaleigh, the Kerr Area Rural Transit System (KARTS), the North Carolina Department of Transportation (NCDOT), and GoTriangle, on issues of concern along the US 1 Corridor.
6. Coordinate, monitor, and provide recommendations for land use planning activities within the study corridor.
7. Undertake other mutually agreed upon tasks to enhance transportation system development and land use coordination along the Corridor.

ARTICLE III – MEMBERS

Section 1 – Membership:

The Council of Planning shall consist of one or more professional staff persons from local governments along the Corridor and invited persons from chambers of commerce and economic development agencies, and NCDOT. The initial membership shall include representatives from the following agencies

REGULAR MEMBERS

- Franklin County
- Wake County
- City of Raleigh
- Town of Wake Forest
- Town of Youngsville
- Town of Franklinton
- GoRaleigh
- Kerr Area Rural Transit System
- GoTriangle
- Capital Area Metropolitan Planning Organization
- North Carolina Department of Transportation – Division 5
- North Carolina Department of Transportation – Rail Division

Persons invited to Council of Planning meetings shall include but are not limited to representatives from the following agencies:

INVITED AGENCIES

- Kerr-Tar Council of Governments
- Kerr-Tar Rural Planning Organization
- NCDOT- Transportation Planning Branch
- Central Pines Regional Council

Each member present shall have been appointed by his/her respective local government, agency, or organization to sit on the Council of Planning. Voting privileges shall be extended to regular member agencies only. Each regular member agency shall be able to cast one (1) vote on all matters for which voting is called for, irrespective of the number of persons present at that meeting representing that agency.

Section 3 - Administration

The Capital Area MPO shall serve as the administrative staff to the Council of Planning. The Capital Area MPO shall appoint a Secretary for the Council of Planning.

ARTICLE IV - OFFICERS

Section 1 - Officers Defined:

The officers of the Council of Planning will consist of a Chair and a Vice-Chair serving annual terms. The Chair and Vice-Chair shall each be a representative from one of the “regular member” communities on the Council of Planning. A member of the Capital Area MPO staff shall serve as Secretary for the Council of Planning.

Section 2 - Duties of Officers:

Duties of the Chair include, but shall not be limited, to:

- Preside at all meetings of the Council of Planning.
- Decide all points of order or procedure.
- Work with Capital Area MPO to draft meeting agendas.
- Call special meetings of the Council of Planning, as needed.

The Vice-Chair shall conduct the duties of the Chair in the event of the Chair’s absence.

Should neither the Chair nor Vice-Chair be able to preside at a meeting, regular members present shall elect a person to serve as a Chair for that meeting. Such person elected shall have all the powers, duties and responsibilities of the Chair for that meeting.

Section 3 - Election of Officers:

The Councils of Planning shall elect a Chair and Vice-Chair at the first meeting of each calendar year. Officers are eligible for consecutive terms, and no term limit shall be applied.

ARTICLE V - MEETINGS

Section 1-Regular Meetings:

Meetings will be held on a quarterly basis on dates, times and locations to be determined by the Council of Planning membership and the Chair. Meeting notices and agendas are to be mailed in sufficient time for them to have been received by each Council of Planning member, but not later than seven (7) days prior to the meeting date.

Section 2 - Special Meetings:

Special meetings may be called by the Chair, or at the request of any regular member petitioning the Chair. Whenever possible, at least seven (7) days notice shall be given. In no event shall a special meeting be called with less than forty-eight (48) hours notice.

Section 3 - Workshops:

The Council of Planning may choose to hold workshops from time to time. Notice for all workshops shall be provided in the manner as regular meetings of the Council.

Section 4 - Attendance:

Each member is expected to attend each regular meeting and each special meeting provided at least seven (7) days notice is given of the latter. Any member absent from three (3) consecutive meetings will lose active membership status, and thus will not be counted towards a quorum. Active membership status shall be immediately reinstated upon attendance at a regular meeting.

Section 5 - Agenda:

The agenda is a list of considerations for discussion at a meeting. Any member of the Council can place items on the agenda prior to its distribution, so long as they are presented to the Secretary prior to distribution of the agenda to the Council of Planning membership. Additional items may be placed on the regular agenda following discussion of the last item on the regular agenda, as long as a majority concurrence of the present and eligible regular voting membership is received.

Section 6- Quorum:

A quorum of the Council of Planning shall be required to hold a meeting. Any regular or special meeting will be cancelled without a quorum present. A quorum shall consist of a minimum of seven members being present from the regular membership agencies, as depicted in Article III, Section 1 herein.

Section 7-Voting Procedures:

Each regular member agency shall be given one (1) vote on all matters for which a vote is called for. The Chair may vote on any matter as the representative from his/her community.

The Chair may call for a vote on any issue, provided that a motion has been made and seconded and such motion is generally within the purposes of the Council of Planning as set forth in Article II herein and provided the issue is on the agenda as outlined in Article V, Section 5. A majority vote of the regular membership communities present at the meeting vote shall be sufficient for approval of matters coming before the Council of Planning. By approval of a majority of the remaining regular membership communities present, one or more voting members may withdraw from voting on an issue due to a

conflict of interest. If all members present representing a regular committee abstain from voting, such community shall be considered to have voted in the affirmative on the matter at hand, unless such community shall have been previously excused from voting on said matter.

In the absence of any direction from these rules or other duly adopted voting procedures pursuant to certain approval actions, Robert's Rules of Order will designate procedures governing voting. Any vote or resolution will be non-binding for any affected agency, and a statement indicating such will be included on any resolution. One function of the Council of Planning is to provide an advisory recommendation for proposed land use and transportation proposals in the corridor that are of regional significance.

The Council of Planning will generally not vote on matters involving minor local land use or minor NCDOT transportation decisions in the corridor. However, the Council of Planning reserves the right to make a communal recommendation when those decisions have the potential to significantly affect (positively or negatively) US-1 corridor or SESH operations.

ARTICLE VI - APPROVAL/AMENDMENTS TO RULES OF PROCEDURE

Initial adoption and any subsequent amendment to these rules of procedure shall require the affirmative vote of at least a majority of the Council of Planning's regular members, at a regular meeting, provided that written notice of the proposed amendment has been received by each member at least thirty (30) days prior to the meeting at which the amendment is to be considered and provided that such amendment does not conflict with the US-1 Corridor Memorandum of Understanding adopted by each regular member, any locally adopted regulation, or any State statute.

The US-1 Corridor Council of Planning approved these Bylaws on _____.
These Bylaws were updated by the US 1 Corridor Council of Planning upon mutual adoption by all parties of the 2014 Memorandum of Understanding, effective on _____..

Chair
US 1 Corridor Council of Planning

Secretary
US 1 Corridor Council of Planning

Capital Area Metropolitan Planning Organization US 1 Corridor Council of Planning

Memorandum of Understanding Between

the Counties of Franklin, and Wake; the City of Raleigh; the Towns of Wake Forest, Franklinton, and Youngsville; the GoRaleigh; the Kerr Area Rural Transit System; the GoTriangle; the Capital Area Metropolitan Planning Organization, and the North Carolina Department of Transportation

THIS MEMORANDUM OF UNDERSTANDING is made and entered into on the date herein below last written, by and between the **Counties of Franklin and Wake the City of Raleigh and the Towns of Wake Forest, Franklinton, and Youngsville; the GoRaleigh; the Kerr Area Rural Transit System; GoTriangle; the Capital Area Metropolitan Planning Organization, and the North Carolina Department of Transportation** for land use and transportation planning purposes along Highway U.S. 1 and the Southeast High Speed Rail Line referred to hereinafter as the Corridor.

Background

Between November 2005 and September 2006, a project to study the US 1 Corridor between Interstate Highway 540 in Wake County and Park Avenue/US 1A in Franklin County was funded by the North Carolina Capital Area Metropolitan Planning Organization (NC Capital Area MPO), the City of Raleigh, Town of Wake Forest, the North Carolina Department of Transportation (NCDOT), and Triangle Transit (now GoTriangle). This is referred to as the US 1 Corridor Study Phase I. Subsequently, between December 2011 and September 2012, a project to study the US 1 Corridor from Park Avenue/US 1A to the Vance County line in Franklin County was conducted. This is referred to as the US 1 Corridor Study Phase II. In 2024 the Council, in agreement with NCDOT Rail Division, expanded its scope of duties to include corridor preservation for the Southeast High Speed Rail (SEHSR) project that runs roughly parallel to the US 1 Highway.

[The term “Corridor” in this Memorandum refers the area lying roughly within one thousand feet in either direction of the centerline of the US 1 right of way and proposed alignment for the SEHSR between the Corridor’s crossing at Interstate 540 in Wake County, and to the Vance County line in Franklin County.]

Increased development pressures along the US 1 corridor, and the resulting vehicular burdens, have stressed the roadway’s capability to serve as a reliable transportation facility for its many users. Moreover, all parties recognized four key factors: 1) considerable physical improvement will be required to address corridor issues; 2) current and foreseeable future land uses along the corridor need to be evaluated before making any capital investment in improving the roadway itself, 3) the need to preserve future right-of-way and ensure connections to existing and new developments must be addressed, and 4) transportation planning must seek to include balanced, multi-modal improvements.

US 1 Corridor Study Phase I: Beginning with this broad consensus, the NC Capital Area MPO, the City of Raleigh, the Town of Wake Forest, NCDOT and Triangle Transit hired the consulting firm of RS&H to perform the US 1 Corridor Study Phase I. The contract for these planning services was executed in November 2005; and the consultant’s analysis began shortly thereafter.

Public Information Workshops were held in the Town of Wake Forest on March 14, 2006 and July 27, 2006. The consultant’s work has been guided by a steering committee comprised of representatives of all municipalities and counties having land use planning jurisdiction over property along the Corridor. Also included in this steering committee were representatives of economic development, the Wake County Public School System, private sector and neighboring planning organizations affected by the

US 1's capacity, NCDOT, and the four transit organizations that have or can provide service to the area. In particular, corresponding to various Corridor segments show the existing and proposed land uses for each segment. These segment maps also display the recommended improvements to the US-1 roadway and to roads and streets connected to US 1 within the Corridor.

US 1 Corridor Study Phase II: The NC Capital Area MPO hired the consulting firm of Parsons Brinckerhoff, Inc. to perform the Corridor Study Phase II. The contract for these planning services was executed in December 2011; and the consultant's analysis began shortly thereafter.

Public Information Workshops were held in the Town of Franklinton on March 6, 2012 and July 19, 2012. The consultant's work has been guided by a steering committee comprised of representatives of all municipalities and counties having land use planning and transportation planning jurisdiction over property along the Corridor. Also included in this steering committee were representatives of economic development, private sector and neighboring planning organizations affected by the US 1's capacity, NCDOT, and two transit organizations that have or can provide service to the area. In particular, corresponding to various Corridor segments show the existing and proposed land uses for each segment. These segment maps also display the recommended improvements to the US 1 roadway and to roads and streets connected to US 1 as well as Southeast High Speed Rail within the Corridor.

Southeast High Speed Rail Incorporation: In the Summer of 2023, the US 1 COP requested the NC Capital Area MPO explore, with NCDOT Rail Division, the inclusion of the SEHSR project into the Council's scope of work. In December 2023 the SEHSR was awarded a \$1.09 billion federal grant for design and construction. A workshop on this collaboration was held Feb. 9, 2024 with the relevant stakeholders. The US 1 COP directed the NC Capital Area MPO to update the MOU and Bylaws to capture the expansion of duties.

Understanding

- 1. Parties to this Understanding:** The Parties are:
 - A. The municipalities and the counties having direct jurisdiction over 1) land use ordinances and determinations of whether land uses within the US 1 Corridor Study Area are in compliance with such ordinances; or 2) public investments along the corridor.
 - B. The inter-governmental planning organizations having administrative duties for transportation planning along the US 1 Corridor.
 - C. The North Carolina Department of Transportation (NCDOT) Divisions that 1) oversee project management of roadway and rail projects (i.e. U-5307 or the SEHSR) along the Corridor 2) review local development traffic impact analysis and 3) issuing body for driveway permitting and road construction.
- 2. Corridor Study Recommendations:** Each Party commits to accept the recommendations as compiled within the US 1 Corridor Study Report (RS&H, 2006), the US 1 Corridor Study Phase II Report (Parsons Brinckerhoff, 2012) and the Southeast High Speed Rail Record of Decision (ROD, 2017) and to ensure that consistent and compatible land use decisions are made within the Party's jurisdiction as well as extraterritorial jurisdiction along the corridor.

Furthermore, as U-5307A-D and SEHSR advance through design to construction and more detail on final impacts are refined, each Party recognizes the need to consider the approved federal environmental documents and designs in their recommendations. The Council can also consider updated project design plans in their recommendations.

- 3. Transportation Management:** Each Party recognizes the current limitations to the transportation infrastructure, and therefore commits to a multi-jurisdictional approach to address transportation improvements. The transportation improvements include and are not limited to:
- A. access management and cross-sectional expansions,
 - B. multi-modal improvements (bicycle-pedestrian, transit, etc),
 - C. site planning standards for the corridor and its frontage/backage road system, and
 - D. creating a local connectivity plan for local road access as a complement to improvements along US 1.
- 4. Inducements to Other Parties:** Each Party understands that a commitment to its respective component of the US 1 Corridor Plan and SEHSR has induced other Parties to make like commitments for its respective segments of the Corridor insofar as that Party has jurisdiction over the land uses within its US 1 Corridor Plan and SEHSR segment.
- 5. Future Collaboration Among Parties:** The US 1 Corridor Plan designates that certain areas along the Corridor require collaboration where their land use jurisdiction boundaries of parties abut. In such cases, each Party commits its best efforts to undertake that collaborative planning, including providing direction to its planning staff and/ or consultants involved in such planning purposes.
- 6. Council of Planning:** This Council shall be chosen from but not limited to the members of the Capital Area MPO, and shall be comprised of at least one representative from each Party, knowledgeable in regional planning issues. The Parties agree that, over time, periodic reviews of the land uses and public investment along the Corridor will be required. Mindful of future growth and planned transportation improvements, in the spirit of effective collaboration and prudent long-range planning, and in light of the inclusion of Franklin County with the US 1 Corridor Study Phase II completion, the Parties agree to include the Town of Franklinton to the established Council of Planning for the Corridor. The Council will serve as an advisory group, and will meet periodically to:
- A. Review all land use developments and transportation projects of regional significance, working in tandem with the NCDOT District Engineers. [The term “regional significance” in this Memorandum of Understanding refers to land-use and highway projects that will have a major impact on congestion and travel movements (i.e. interchange construction, “big box” retail, single-family subdivisions of or above one-hundred lots, etc].
 - B. Review any changes to the US 1 Corridor Plan, and will coordinate community involvement activities when necessary to ensure the integrity of the Plan.
 - C. Coordinate, monitor, and provide recommendations for land use planning activities within the study corridor.
- Members listed in this document shall incorporate the Council of Planning advisory role into their development review process.
- 7. Future Actions Affecting Land Uses Along the Corridor:** All parties recognize that future governmental entities may not be contractually bound by the adoption of this Memorandum of Understanding. In recognition of this limitation, the Parties commit to periodically review the status

of land use and public investment decisions along the Corridor. The Parties, in good faith, further commit to:

- A. review the recommendations of the Council of Planning; and
 - B. meet periodically with other Parties regarding emerging issues along the Corridor. The intent of these periodic meetings is to promote discussions of municipal and/or county goals, plans and strategies for maintaining effective development patterns, public investment and transportation flow along the Corridor.
8. **MPO:** The NC Capital Area Metropolitan Planning Organization commits to considering Transportation Plan amendments as necessary to incorporate US 1 and SEHSR Corridor elements; and working for inclusion of these Corridor projects on the State Transportation Improvement Program as appropriate.
9. **NCDOT:** NCDOT recognizes the importance of and appreciates the long-range land use planning envisioned by the Plan. All Parties agree that NCDOT's only responsibility under this MOU is to share information relating to transportation planning within the area and promptly inform about changes to the plan that may impact the corridor's full implementation and local development. It is understood by all Parties that NCDOT does not have the authority to approve or dictate land use plans. To that end, NCDOT will consider the Plan and incorporate elements of it, as appropriate, in future long range transportation plans and the Driveway Permitting process. NCDOT will consider individual projects along the US 1 Corridor and the SEHSR for inclusion in the State Transportation Improvement Program as deemed appropriate by NCDOT and in accordance with all state and federal laws and regulations.

IN WITNESS WHEREOF, the Parties as listed, but not limited to, through their duly authorized representatives, have executed this Memorandum of Understanding and have attached maps relating to their respective jurisdictions, effective this _____ day of _____, 20.

**US 1 Corridor Council of Planning
Memorandum of Understanding
Approved by CAMPO Transportation Advisory Committee – November 15, 2006
Updated -- November 29, 2013
Updated -- ,2024**

Seal

CITY OF RALEIGH

(Clerk)

By

Mayor

**US 1 Corridor Council of Planning
Memorandum of Understanding
Approved by CAMPO Transportation Advisory Committee – November 15, 2006
Updated -- November 29, 2013
Updated -- ,2024**

Seal

TOWN OF WAKE FOREST

(Clerk)

By _____
Mayor

**US 1 Corridor Council of Planning
Memorandum of Understanding
Approved by CAMPO Transportation Advisory Committee – November 15, 2006
Updated -- November 29, 2013
Updated -- ,2024**

Seal

TOWN OF YOUNGSVILLE

(Clerk)

By _____
Mayor

**US 1 Corridor Council of Planning
Memorandum of Understanding
Approved by CAMPO Transportation Advisory Committee – November 15, 2006
Updated -- November 29, 2013
Updated -- ,2024**

Seal

FRANKLIN COUNTY

County Manager

By _____
Chairman

**US 1 Corridor Council of Planning
Memorandum of Understanding
Approved by CAMPO Transportation Advisory Committee – November 15, 2006
Updated -- November 29, 2013
Updated -- ,2024**

Seal

WAKE COUNTY

County Manager

By _____
Chairman

**US 1 Corridor Council of Planning
Memorandum of Understanding
Approved by CAMPO Transportation Advisory Committee – November 15, 2006
Updated -- November 29, 2013
Updated -- ,2024**

Seal

GORALEIGH

Clerk

By

Chairman

**US 1 Corridor Council of Planning
Memorandum of Understanding
Approved by CAMPO Transportation Advisory Committee – November 15, 2006
Updated -- November 29, 2013
Updated -- ,2024**

Seal

KERR AREA RURAL TRANSIT SYSTEM

Clerk

By _____
Chairman

**US 1 Corridor Council of Planning
Memorandum of Understanding
Approved by CAMPO Transportation Advisory Committee – November 15, 2006
Updated -- November 29, 2013
Updated -- ,2024**

Seal

GOTRIANGLE

Clerk

By _____
Chair

**US 1 Corridor Council of Planning
Memorandum of Understanding
Approved by CAMPO Transportation Advisory Committee – November 15, 2006
Updated -- November 29, 2013
Updated -- ,2024**

Seal

CAPITAL AREA MPO

Director

By

Chair

**US 1 Corridor Council of Planning
Memorandum of Understanding
Approved by CAMPO Transportation Advisory Committee – November 15, 2006
Updated -- November 29, 2013
Updated -- ,2024**

Seal

STATE OF NORTH CAROLINA AND
DEPARTMENT OF TRANSPORTATION

By _____
Secretary of Transportation

Approved for Execution By _____
Assistant Attorney General

**US 1 Corridor Council of Planning
Memorandum of Understanding
Approved by CAMPO Transportation Advisory Committee – November 15, 2006
Updated -- November 29, 2013
Updated -- ,2024**

Seal

TOWN OF FRANKLINTON

Clerk

By _____
Mayor

RESOLUTION 2024-XX

RESOLUTION BY THE TOWN OF WAKE FOREST ADOPTING THE UPDATED
US 1 COUNCIL OF PLANNING BYLAWS AND MEMORANDUM OF
UNDERSTANDING

WHEREAS, the Town of Wake Forest is member of the US 1 Council of Planning; and

WHEREAS, the US 1 Council of Planning is a recommendation body that reviews and discusses plans within the US 1 Corridor to ensure consistent and compatible land use decisions between jurisdictions and projects; and

WHEREAS, the incorporation of the Southeast High Speed Rail or S-Line Corridor and updates regarding member organizations necessitated an update to the Bylaws and Memorandum of Understanding;

BE IT RESOLVED that the Board of Commissioners of the Town of Wake Forest hereby adopt the updated US 1 Council of Planning Bylaws and Memorandum of Understanding.

Adopted and effective this the 16th day of July 2024.

Vivian A. Jones

Mayor

ATTEST:

APPROVED AS TO FORM:

Theresa Savary

Town Clerk

Hassan Kingsberry

Town Attorney



Board of Commissioners Agenda Item Report

Agenda Item No.: 2024-215-

Submitted by: Terry Savary

Submitting Department: Administration

Meeting Date: July 16, 2024

SUBJECT

Kroger Opioid Settlement

Recommendation:

Item Summary:

ATTACHMENTS

- [Kroger Opioid settlement documents.pdf](#)
- [Resolution2024-48_KrogerOpioidSettlement_Jul202416.pdf](#)

New National Opioids Settlement: Kroger
Opioids Implementation Administrator
opioidsparticipation@rubris.com

Wake Forest town, NC
Reference Number: CL-794224

TO NORTH CAROLINA COUNTIES AND MUNICIPALITIES:

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

Deadline: August 12, 2024

A new proposed national opioids settlement ("*New National Opioids Settlement*") has been reached with Kroger ("*Settling Defendant*"). This *Participation Package* is a follow-up communication to the *Notice of National Opioids Settlement* recently received electronically by your subdivision.

You are receiving this *Participation Package* because North Carolina is participating in the Kroger settlement.

This electronic envelope contains:

- The *Participation Form* for the Kroger settlement, including a release of any claims.
- The North Carolina Second Supplemental Agreement for Additional Funds from Additional Settlements of Opioid Litigation ("*SAAF-2*").

The *Participation Form* must be executed, without alteration, and submitted on or before August 12, 2024, in order for your subdivision to be considered for initial participation calculations and payment eligibility.

The SAAF-2 is a supplement to the North Carolina Memorandum of Agreement ("*MOA*") on the allocation, use, and reporting of funds from the prior Wave One and Wave Two opioid settlements.

Based upon subdivision participation forms received on or before August 12, 2024, the subdivision participation rate will be used to determine whether participation is sufficient for the settlement to move forward and whether a state earns its maximum potential payment under the settlement. If the settlement moves forward, your release will become effective. If a settlement does not move forward, that release will not become effective.

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

participating; decisions on how settlement funds will be allocated within a state are subject to the North Carolina SAAF-2 and MOA.

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

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

Information about how this settlement is being implemented in North Carolina and how funds will be allocated within the state can be found at <https://www.MorePowerfulNC.org>. This website also includes draft resolution templates for your governing body to authorize joining these settlements and the North Carolina SAAF-2.

How to return signed forms:

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

- (1) *Electronic Signature via DocuSign*: Executing the *Participation Form* electronically through DocuSign will return the signed form to the Implementation Administrator and associate your form with your subdivision's records. Electronic signature is the most efficient method for returning the *Participation Form*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.
- (2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning a manually signed *Participation Form* via DocuSign will associate your signed forms with your subdivision's records.
- (3) *Manual Signature returned via electronic mail*: If your subdivision is unable to return an executed *Participation Form* using DocuSign, the signed *Participation Form* may be returned via electronic mail to opioidsparticipation@rubris.com. Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line Settlement Participation Form - [Subdivision Name, Subdivision State] - [Reference ID].

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

The sign-on period for subdivisions ends on August 12, 2024.

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

Thank you,

New National Opioids Settlement Implementation Administrator

The Implementation Administrator is retained to provide the settlement notice required by the New National Opioids Settlement and to manage the collection of the Participation Form.

Subdivision Participation and Release Form

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

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated March 22, 2024 (“*Kroger Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Kroger Settlement, release all Released Claims against all Released Entities, and agrees as follows.

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



Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Kroger Settlement.

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

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

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



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

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

Signature: _____

Name: _____

Title: _____

Date: _____



Second Supplemental Agreement for Additional Funds From Additional Settlement of Opioid Litigation (“SAAF-2”)

I. PURPOSE

The purpose of this Second Supplemental Agreement for Additional Funds (“SAAF-2”) is to direct Kroger Funds from the Kroger Settlement to the state of North Carolina and local governments in a manner consistent with the 2021 Memorandum of Agreement (“MOA”) Between the State of North Carolina and Local Governments on Proceeds Relating to the Settlement of Opioid Litigation (finalized in 2022) as well as the 2023 Supplemental Agreement for Additional Funds From Additional Settlements of Opioid Litigation (“SAAF”), which govern the distribution of Opioid Settlement Funds to the State and its Local Governments.

This SAAF-2 does not change the scope or meaning of the MOA or SAAF with respect to Opioid Settlement Funds governed by the MOA or Additional Funds governed by the SAAF, respectively. Instead, this SAAF-2 applies the terms of the MOA – with certain clarifications noted below – to the Kroger Funds from the Kroger Settlement described below.

II. SCOPE

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



III. APPLICATION OF THE MOA TO THE KROGER SETTLEMENT AND FUNDS

The MOA, which is incorporated herein by reference, governs the Kroger Settlement and Kroger Funds in every respect, except as set forth hereinbelow. In the event of any conflict between the MOA and this SAAF-2, with respect to the Kroger Settlement and Kroger Funds, the provisions of this SAAF-2 shall take precedence.

A. Definitions.

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



B. Allocation of Additional Funds

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



C. Payment of Litigating and Non-Litigating Parties

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

D. Special Revenue Fund

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

E. Opioid Remediation Activities

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

F. Auditing, Compliance, Reporting, and Accountability

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



G. Effectiveness

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



4. When SAAF-2 is no longer in effect. This SAAF-2 is effective until one year after the last date on which any (a) Opioid Settlement Funds are being spent by Local Governments pursuant to the National Settlement Agreement and any Bankruptcy Resolution, or (b) Additional Funds are being spent by Local Governments pursuant to the Additional Settlements, or (c) Kroger Funds are being spent by Local Governments pursuant to the Kroger Settlement.
5. Application of SAAF-2 to settlements. This SAAF-2 applies to the Kroger Settlement.
6. Applicable law and venue. Unless required otherwise by the Kroger Settlement, this SAAF-2 shall be interpreted using North Carolina law and any action related to the provisions of this SAAF-2 must be adjudicated by the Superior Court of Wake County. If any provision of this SAAF-2 is held invalid by any court of competent jurisdiction, this invalidity does not affect any other provision which can be given effect without the invalid provision.
7. Scope of this SAAF-2. The Parties acknowledge this SAAF-2 does not excuse any requirements placed upon them by the terms of the Kroger Settlement, except to the extent those terms allow for a State-Subdivision Agreement to do so.
8. No third party beneficiaries. No person or entity is intended to be a third party beneficiary of this SAAF-2.
9. No effect on authority of parties. Nothing in this SAAF-2 shall be construed to affect or constrain the authority of the Parties under law.
10. Signing and execution of this SAAF-2. This SAAF-2 may be signed and executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. A signature transmitted by facsimile, electronic image, or DocuSign shall be deemed an original signature for purposes of executing this SAAF-2. Each person signing this SAAF-2 represents he or she is fully authorized to enter into the terms and conditions of, and to execute, this SAAF-2, and all necessary approvals and conditions precedent to execution have been satisfied.



IV. LOCAL COUNSEL FEE FUND

Local Counsel have reviewed the Kroger Settlement, find it to be equitable, and recommend their clients execute the Kroger Settlement and this SAAF-2. If (1) all Local Counsel sign this SAAF-2 whereby they consent to the terms of this SAAF-2 and agree to be legally bound by this SAAF-2, including but not limited to Section IV of this SAAF-2, and (2) all Required Local Governments agree on or before August 12, 2024 to execute the Kroger Settlement, and dismiss litigation against Kroger (if applicable), as required by the Kroger Settlement, then each Local Counsel shall be entitled to receive a portion of the Local Counsel Fee Fund for the Kroger Settlement, in such proportions as set forth below. If one or more Required Local Governments does not execute the Kroger Settlement, and dismiss litigation (if applicable), as required by the Kroger Settlement, then the 0.38% share of Kroger Funds set forth in Section III.B.2 of this SAAF-2 for the Local Counsel Fee Fund shall be included in the Local Kroger Abatement Funds, such that 85% of the Kroger Funds will be allocated to Local Kroger Abatement Funds, and 0% will be allocated to the Local Counsel Fee Fund.

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

The proportion of the Local Counsel Fee Fund to be received by each Local Counsel will be the same as for the Local Counsel Fee Fund created by the SAAF. Each Local Counsel's release of claims against all North Carolina counties and municipalities as provided above shall remain in full force and effect regardless of the proportion of the Local Counsel Fee Fund that any Local Counsel receives.



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

Wake Forest town, NC
Reference Number: CL-794224

Signature:

Name:

Title:

Date:



RESOLUTION 2024-48

BY THE TOWN OF WAKE FOREST AUTHORIZING EXECUTION OF KROGER OPIOID SETTLEMENT AND APPROVING SECOND SUPPLEMENTAL AGREEMENT FOR ADDITIONAL FUNDS

WHEREAS, the opioid overdose epidemic has taken the lives of more than 37,000 North Carolinians since 2000; and

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

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

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

WHEREAS, a settlement has been reached in litigation against the Kroger Co. (“Kroger”) as well as its subsidiaries, affiliates, officers, and directors named in the Kroger Settlement; and

WHEREAS, representatives of local North Carolina governments and the North Carolina Department of Justice have negotiated and prepared a Second Supplemental Agreement for Additional Funds (SAAF-2) to provide for the equitable distribution of the proceeds of these settlements; and

WHEREAS, by joining the settlements and approving the SAAF-2, the state and local governments maximize North Carolina’s share of opioid settlement funds to ensure the needed resources reach communities, as quickly, effectively, and directly as possible; and

WHEREAS, it is advantageous to all North Carolinians for local governments to sign onto the settlements and SAAF-2 to demonstrate solidarity in response to the opioid

overdose crisis and maximize the share of opioid settlement funds received by state and local governments to help abate the harm; and

WHEREAS, the SAAF-2 directs substantial resources over multiple years to local governments on the front lines of the opioid overdose epidemic while ensuring that these resources are used in an effective way to address the crisis;

NOW, THEREFORE BE IT RESOLVED, that the Board of Commissioners hereby authorizes the Town Attorney to execute all documents necessary to enter into opioid settlement agreements with Kroger, to execute the SAAF-2, and to provide such documents to Rubris, the Implementation Administrator.

Adopted this the 16th day of July 2024.

Vivian A. Jones, Mayor

ATTEST:

APPROVED AS TO FORM:

Theresa Savary, Town Clerk

Hassan Kingsberry, Town Attorney



Board of Commissioners Agenda Item Report

Agenda Item No.: 2024-182-
Submitted by: Brad West
Submitting Department: Planning
Meeting Date: July 16, 2024

SUBJECT

Approval of a Resolution to Endorse Concept B in the South Main Street Corridor Study

Recommendation:

Endorse the Study's findings.

Item Summary:

ATTACHMENTS

- [Agenda Summary](#)
- [Attachment A: Draft South Main Street Corridor Study.pdf](#)
- [Resolution.docx](#)

Agenda Item: Presentation on the Draft South Main Street Corridor Study

Summary: The Town of Wake Forest’s 2019 Comprehensive Transportation Plan (CTP) calls for studying the South Main Street corridor for the purpose of developing strategies for improved access management, including ways to enhance the safety and mobility for all modes of transportation. Last year, the Board of Commissioners authorized this Study, which commenced in August 2023.

The Draft South Main Street Corridor Study analyzed existing conditions on South Main Street and engaged with local agencies, business owners, and residents to develop two, distinct pathways forward to improving the corridor:

Concept A: Partial Optimization was developed to stay generally within the current road right-of-way area, which allows for partial optimization of the corridor. Though constrained, this Concept still aims to significantly mitigate the corridor’s challenges with new multi-use paths, roundabouts, improved crosswalks, and planted medians with a lush tree canopy.

Concept B: Full Optimization was developed with no right-of-way constraints and seeks to fully transform South Main Street into a walkable, green gateway into the heart of Wake Forest. Concept B also aims to mitigate some of the corridor’s challenges with new bike and pedestrian infrastructure, roundabouts, improved crosswalks, and planted medians with a lush tree canopy.

However, Concept B goes further by providing dedicated, off-street bike lanes, wide sidewalks, and parallel parking. The parallel parking is designed to not only supplement future redevelopment, but offer a safety buffer for cyclist and pedestrians, slow traffic with “optical narrowing”, and provide pull-off opportunities for disabled vehicles and emergency response vehicles – which often impede traffic flow.

The Study recommends the Town pursue Concept B and formally adopt the design into the Comprehensive Transportation Plan.

Stantec presented the Draft Study to the Board of Commissioners on July 2, 2024.

Attachments: Draft South Main Street Corridor Study



SOUTH MAIN STREET CORRIDOR STUDY

COMPLETE



STREETS

PREPARED FOR:

**TOWN OF WAKE FOREST
NORTH CAROLINA
JULY 2024**

REPORT ACKNOWLEDGMENTS

Thank you to all of the organizations and individuals who committed their time, energy, and resources to this effort. This study would not have been possible without the support of many throughout the process. On behalf of the Town of Wake Forest and the Stantec team, thanks to the diverse group of participants whose collective efforts are reflected in this report. They are as follows:

TOWN OF WAKE FOREST AND PARTNERS

TOWN OF WAKE FOREST

- Courtney Tanner**, Planning Director
- Jennifer Currin**, Assistant Planning Director
- Brad West**, Project Manager & Long Range Planning Manager
- Antione Jordan**, Planner I - Long Range Planning
- Ben Coleman**, Zoning Enforcement Officer
- Emma Linn**, Planner II - Long Range Planning
- Kari Grace**, Senior Planner - Development Services
- Michelle Michael**, Senior Planner - Historic Preservation
- Nick Nolte**, Assistant Stormwater Engineer
- Patrick Reidy**, Senior Planner - Development Services
- Timothy Richards**, Senior Planner - Development Services

TOWN OF WAKE FOREST

- Vivian Jones**, Mayor
- Adam Wright**, Commissioner
- Ben Clapsaddle**, Commissioner
- Faith Cross**, Commissioner
- Keith Shackelford**, Commissioner
- Nick Sliwinski**, Commissioner

CONSULTANT TEAM

STANTEC

- Mike Rutkowski**, Project Manager
- Dan Hemme**, Assistant Project Manager
- Travis Cook**, Senior Transportation Engineer
- Timothy Tresohlavy**, Senior Transportation Planner
- Erica Ortman**, Transportation Engineer
- Nina Reich**, Transportation Planner
- Amber Lewis**, Urban Designer
- Astrid Mayak**, Planner/Urban Designer
- Lance Mikhail Punay**, Urban Designer
- Wei Xiao**, Planner/Urban Designer

WETHERILL ENGINEERING

- Larry Green**, Roadway Engineer
- Farrell Nicholson**, Senior Transportation Engineer
- Jose Rosado Jr**, Roadway Designer

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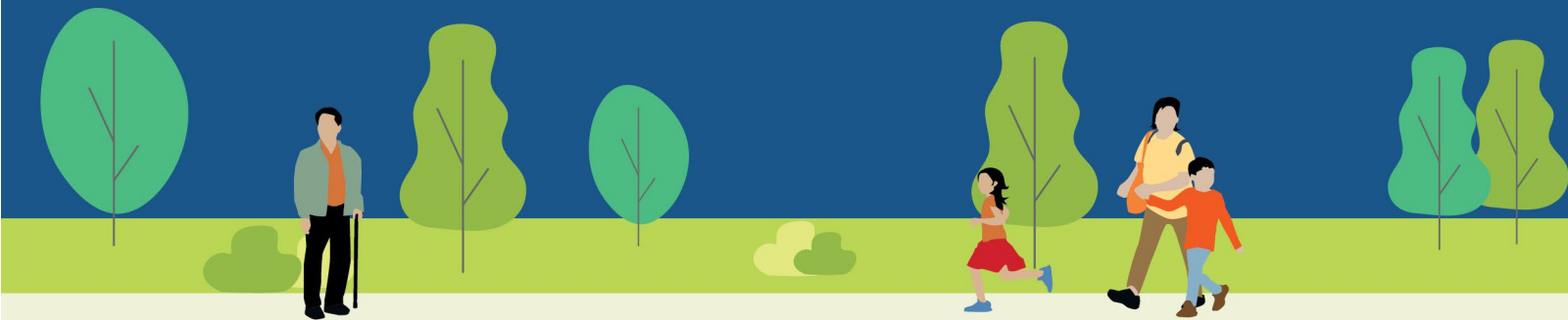
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1 INTRODUCTION



Located within the dynamic Research Triangle, one of the fastest-growing regions in the United States, Wake Forest, North Carolina, represents a quintessential example of rapid small town growth.

Just minutes from the state capital, Raleigh, this once small rural town has transformed into a bustling suburban community. With its population now approaching 48,000 and growing, Wake Forest faces increasing development pressures. The challenge lies in managing this growth in a manner that is both sustainable and safe. This Study articulates Wake Forest's vision for addressing these challenges, marking a critical step towards guiding its growth and development in a responsible and thoughtful way.

THIS CHAPTER COVERS:

- About this Study
- Why Focus on South Main Street
- About the Process
- Guiding Principles
- Existing Plans & Policies

ABOUT THIS STUDY

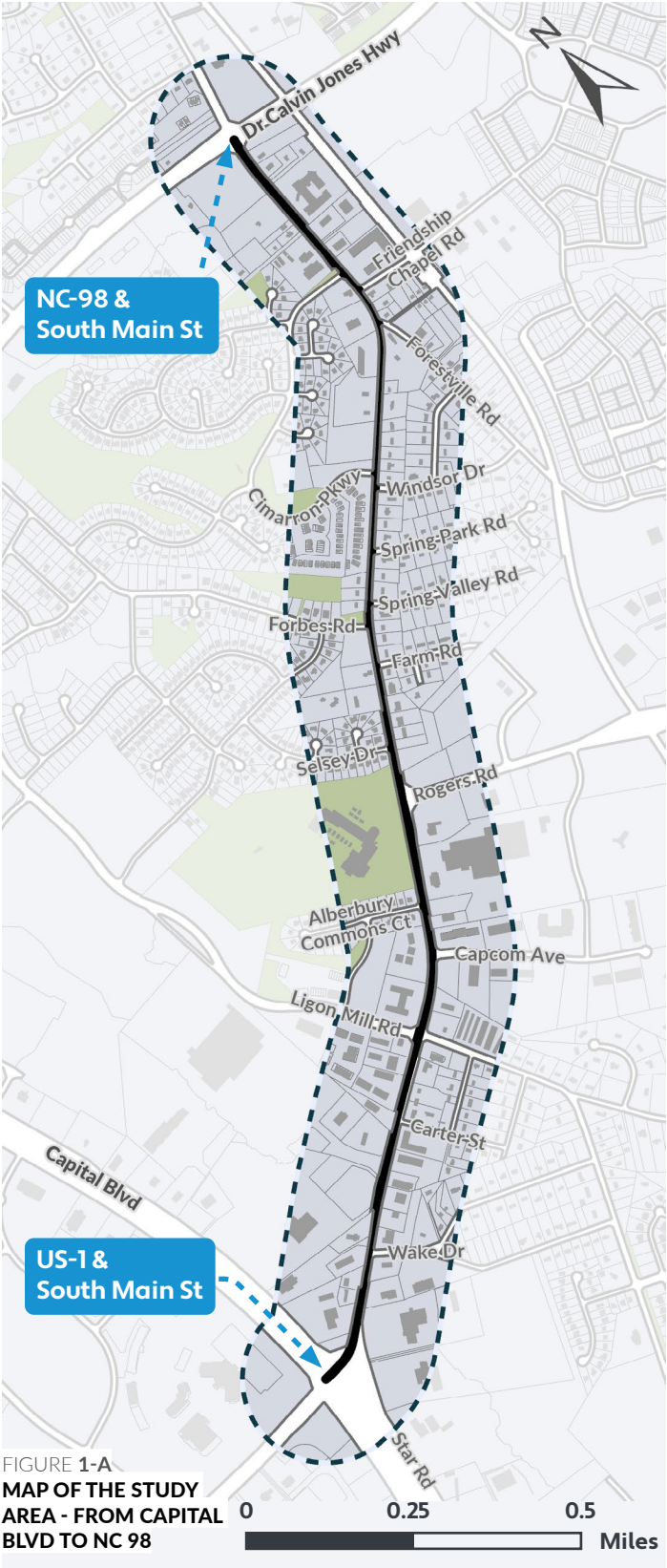
This Study represents a focused examination of South Main Street, which both boasts significant amenities and confronts distinct challenges that are not apparent from a high level perspective. It prompts an essential question: what could a fully envisioned South Main Street look like?

The project team seeks to understand potential future issues along South Main Street and address them proactively. It is important that the foundation for South Main Street's future is robust and well-considered. By delving into the unique difficulties this area faces, the aim is to craft solutions that are truly beneficial for the community.

The culmination of this Study will present a preferred conceptual design, offering a detailed "perspective" for the future of South Main Street. The contents of this document will ultimately be included in an updated Town Comprehensive Transportation Plan (CTP), laying the groundwork for subsequent stages, including securing funding, detailed design development, and eventual construction. This approach solidifies South Main Street as a thriving cornerstone gateway of Wake Forest's identity and development, meeting the needs of the community while preserving its unique character.

THIS STUDY WILL REVIEW:

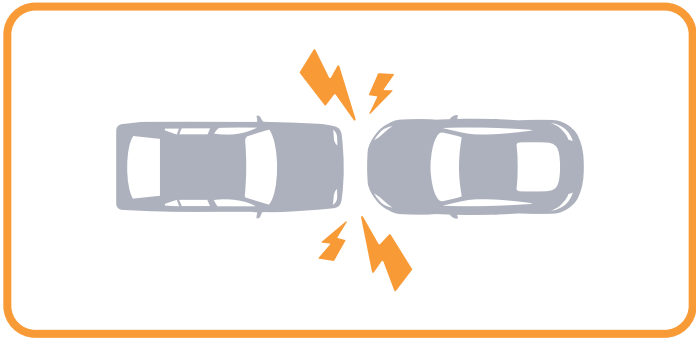
- ➔ The current conditions of South Main Street.
- ➔ What is happening along the corridor today?
- ➔ What does this corridor look like in the future?



WHY FOCUS ON SOUTH MAIN STREET

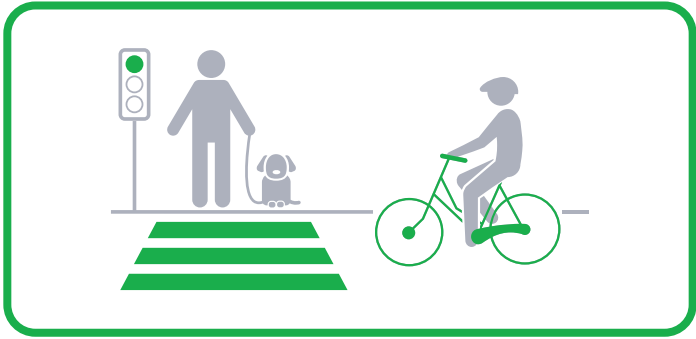
South Main Street represents more than just a roadway thoroughfare; it is a vital artery of community life and economic activity. As part of the rapidly growing Research Triangle area, Wake Forest is experiencing transformative growth that presents both opportunities and challenges. The Town's rich history, dating back to its founding in the early 19th century, contrasts with the contemporary needs of a diversifying and expanding population.

As such, this Study focuses on the segment of South Main Street designated as US-1A, stretching from US-1/Capital Boulevard to NC-98. As this thoroughfare is under the jurisdiction of the North Carolina Department of Transportation (NCDOT), enhancements require collaborative planning and coordination between the Town and NCDOT.



SAFETY CONCERNS

The considerable vehicular traffic on South Main Street, compounded by unrestricted access points, driveways, and left-turn lanes, contributes to a roadway environment with **crash rates significantly exceeding state averages**. Anticipated traffic increases, driven by growth and redevelopment, underscore the urgency of addressing these safety issues now.



CHALLENGES IN TRANSIT, BICYCLE, AND PEDESTRIAN INFRASTRUCTURE

Currently, South Main Street presents considerable challenges for bicyclists and pedestrians. Incomplete sidewalks, abruptly terminating bike lanes with little connectivity, and minimal separation from fast-moving vehicular traffic, degrade the user experience. Improvements to improve safety and accessibility for all users are imperative.



BALANCING DEVELOPMENT AND PRESERVATION

Amidst ongoing development encircling South Main Street, including the adjacent commuter rail S-Line connecting Raleigh and Richmond, the preservation of historic properties along the roadway needs a nuanced approach. This balance aims to accommodate growth while honoring and preserving the historical legacy of the area.

ABOUT THE PROCESS

The South Main Street Corridor Study was conducted from August 2023 through May 2024, unfolding in three distinct phases shown in **Figure 1-B** below:



FIGURE 1-B
PROJECT TIMELINE



Everyone participates.



Getting into the details.



Creating a detailed Action Plan.

INVESTIGATION

The initial phase involved gathering community feedback and performing preliminary data analysis. This stage culminated in an Open House event, which provided a platform for the public to voice their concerns, challenges, and opportunities identified along the corridor.

DESIGN

In the subsequent phase, the project team developed and refined design alternatives. This process included ongoing engagement with the community and stakeholders, including property owners and business owners, to involve a wide range of perspectives. A second Open House was organized to gather input on two proposed design concepts, aiding in the determination of the final preferred design.

REPORTING

The final phase consolidated all collected data and insights into this comprehensive report. Presentations to the Town Council, culminating in the Study's endorsement in June 2024, marked its successful conclusion. This step established the recommendations needed to achieve the community's selected direction for South Main Street.

GUIDING PRINCIPLES

As the role of South Main Street has evolved, so too must its design. In response to this need for change, a set of Guiding Principles was formulated based on comprehensive input from the community. Feedback was received through an extensive engagement process, including surveys, interactive mapping, symposiums, focus groups, and stakeholder outreach. Recommendations are informed by these principles, blending community goals, compromises, and design of stakeholders.



1 Provide Equitable Access:
Provide safe, convenient access for all users, enhancing inclusivity and accessibility.



2 Prioritize Safety:
Reduce transportation conflicts and risks, ensuring a safer environment for everyone.



3 Enhance Connectivity:
Improve the integration of the existing transportation network with key destinations.



4 Promote Sustainability:
Incorporate green infrastructure practices and encourage sustainable mobility options.



5 Engage the Community:
Involve the community to ensure the project reflects the Town's identity and meets its needs.

EXISTING PLANS & POLICIES

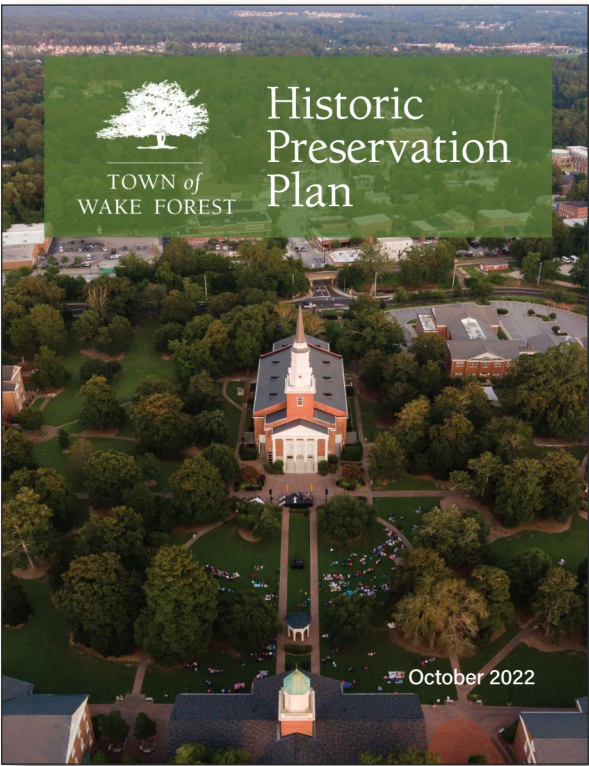
The Town of Wake Forest has diligently prepared for its future growth through comprehensive planning. In alignment with these initiatives, the project team reviewed existing plans prior to analyzing South Main Street.

TOWN OF WAKE FOREST HISTORIC PRESERVATION PLAN (2022)

This Plan establishes key objectives for preserving the Town's historic character:

- It aims to fortify the Historic Preservation Program with necessary resources and support for its mission.
- The plan prioritizes the preservation of the Town's historic character, emphasizing the importance of its architectural and cultural heritage.
- It highlights the goal of enhancing diversity, equity, and inclusion within the preservation program, ensuring the Town's history reflects its diverse population.
- The plan also advocates for community education initiatives to enrich residents' understanding and appreciation of the Town's history.

Most of the historic districts in Wake Forest are concentrated around the downtown area, especially the northern corridor. This information provides a valuable context for future preservation efforts and allows for targeted strategies to be developed. The Plan singles out the Windsor Park Study List Historic District for potential further study and evaluation, and it notes the impacts of new transportation projects, like the S-Line, balancing development needs with preservation efforts.



"While mobility for residents is often improved as a result of these projects, they can often alter the character of historic places if not carefully implemented."

- From the Historic Preservation Plan (October 2022)

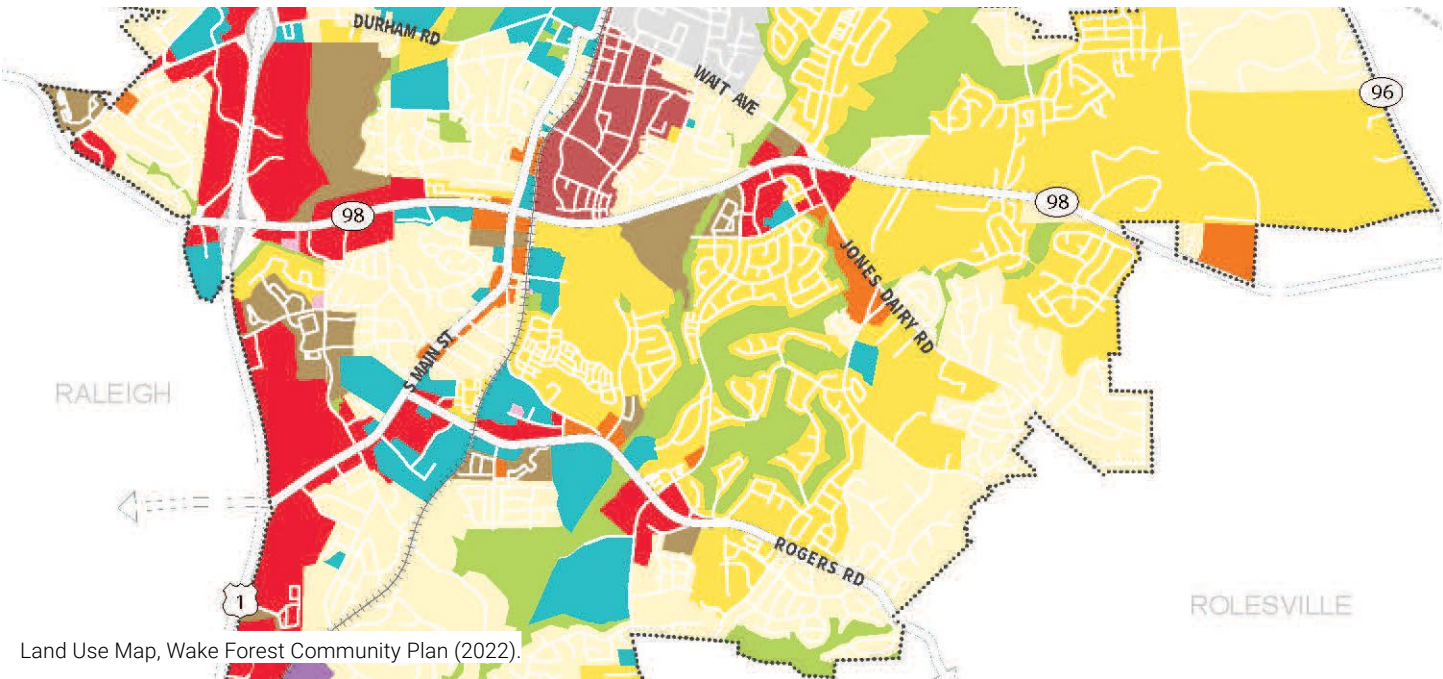
TOWN OF WAKE FOREST COMMUNITY PLAN (2022)

This Community Plan envisions Wake Forest’s development and growth, aiming to:

- Achieve a balanced mix of uses,
- Stimulate downtown growth,
- Enhance and maintain green spaces,
- Promote safe and interconnected public transit,
- Preserve the Town’s historic charm,
- Offer diverse housing options,
- Support a pedestrian- and bicycle-friendly environment, and
- Encourage strategic growth and unique business ventures.



The Plan advises development within the Town limits using existing infrastructure efficiently to maintain Wake Forest's small-town feel. It suggests redeveloping areas like South Main Street to enhance pedestrian experiences. Envisioning a vibrant, mixed-use community, the Plan sees the S-Line station as a catalyst for transit-oriented development, boosting Town connectivity and accessibility. By prioritizing strategic growth, character preservation, and a sustainable, inclusive community, the Community Plan positions Wake Forest for a thriving and livable future.



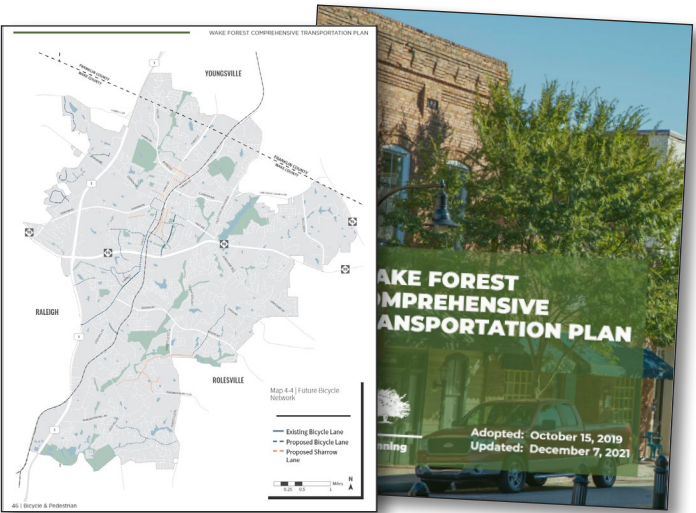
Land Use Map, Wake Forest Community Plan (2022).

TOWN OF WAKE FOREST COMPREHENSIVE TRANSPORTATION PLAN (2019)

Guided by principles of innovation, efficiency, inclusivity, safety, and flexibility, this Plan introduces the concept of the Wake Forest Commuter Rail, or S-Line, which is to feature three potential stations: Downtown Wake Forest, NC98 station Park & Ride (P&R), and the Capital Boulevard Station. Notably, one station is positioned near South Main Street, just south of NC-98, signifying the Plan’s commitment to providing safe, efficient, and inclusive transportation options for both residents and visitors.

Specific intersections along South Main Street identified for enhancements include:

- Proposing an interchange at US-1 and South Main Street,
- High-visibility crosswalks proposed at South Avenue and South Main Street,
- Recommended widening at NC-98 and South Main Street, and
- Widening also recommended at Rogers Road and South Main Street.

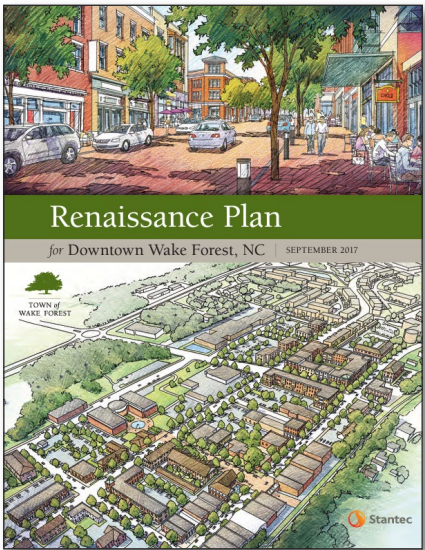


TOWN OF WAKE FOREST RENAISSANCE PLAN (2017)

This Plan sets forth a vision for revitalizing the downtown area of Wake Forest, highlighting a significant gateway at Main Street and NC-98, and proposing retail expansion and development in the vicinity. Additionally, a multi-purpose path along NC-98 is recommended to improve pedestrian accessibility. The Plan is organized around several ambitious goals:

- Enhancing retail opportunities,
- Strengthening connections within the downtown core,
- Managing vehicular traffic effectively,
- Establishing a vibrant destination for both residents and visitors,
- Prioritizing community needs, and
- Identifying potential for development and redevelopment.

The Renaissance Plan’s ultimate objective is to transform downtown Wake Forest into a vibrant, welcoming area, aiming to uplift the overall quality of life and attract a broad audience to the downtown space.



OTHER PLANS

WAKE COUNTY DESTINATION STRATEGIC PLAN (2018):

Aimed at showcasing Wake Forest's distinct attributes to draw visitors, this Plan addresses retail enhancements, transportation branding, and the creation of links to key attractions, underscoring the Town's unique appeal.

CONNECT 2050 (2022):

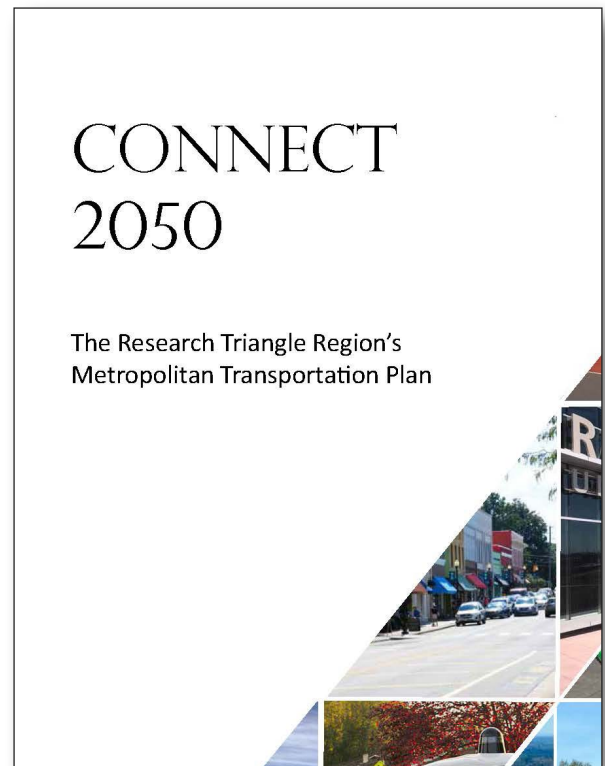
Envisioned by the Capital Area Metropolitan Planning Organization and the Durham Chapel Hill Carrboro Metropolitan Planning Organization, Connect 2050 aims to develop a sustainable transportation framework for the Raleigh and Triangle region. The Plan focuses on:

- Improving regional connectivity,
- Expanding travel choices, and
- Alleviating traffic congestion.

US 1 CORRIDOR STUDY (2006, updated 2014):

This Study explores the feasibility of transforming Capital Boulevard into an access controlled freeway to increase road efficiency, potentially reimagining US-1A with on/off ramps instead of conventional intersections. Given that the South Main Street Study intersects with US-1A, this presents an opportunity for improved traffic flow and connectivity that could significantly impact South Main Street.

As South Main Street serves as a key entry and exit point for Wake Forest, especially from US-1A, any modifications to traffic patterns and roadway configurations on US-1 could influence development patterns, land use, and urban design strategies along South Main Street. As such, the findings from the US 1 Corridor Study are crucial for informing our approach and integrating our efforts within the broader transportation framework of Wake Forest.



Existing condition on US-1 & S. Main Street intersection.

CHAPTER 2

INVESTIGATION

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2 INVESTIGATION



Aerial view of the southern segment of the corridor.

Located in northeastern Wake County, the Town of Wake Forest, a key part of the Research Triangle area, has witnessed significant population growth, with its population reaching 47,600 residents by 2020. This growth, driven by attractive living conditions, economic opportunities, and nearby research and educational institutions, cements the Town's status as an innovation and education hub.

While previous plans provide insights into the development of South Main Street, an understanding of its current conditions is essential for creating a safe and accessible environment for all its users. This analysis encompasses a range of factors, including safety, traffic flow, sidewalk infrastructure, utilities, demographic trends, and land use patterns, forming the foundation of our investigation into this Corridor Study.

THIS CHAPTER COVERS:

- Demographics
- Land Use
- Historical Properties & Districts
- Corridor Profile
- Vehicle Conditions
- Multimodal Conditions
- Crashes & Safety

BACKGROUND & CONTEXT

DEMOGRAPHICS

South Main Street's usage highlights Wake Forest's dynamic growth, with an estimated population of 48,047, increasing at nearly 3% annually. Data (Figure 2-A) shows a community in transition, with a young median age, significant households with disabilities, reliance on personal vehicles for commuting, and minimal walking, biking, or public transit use, emphasizing the need for inclusive and multifaceted transportation solutions.

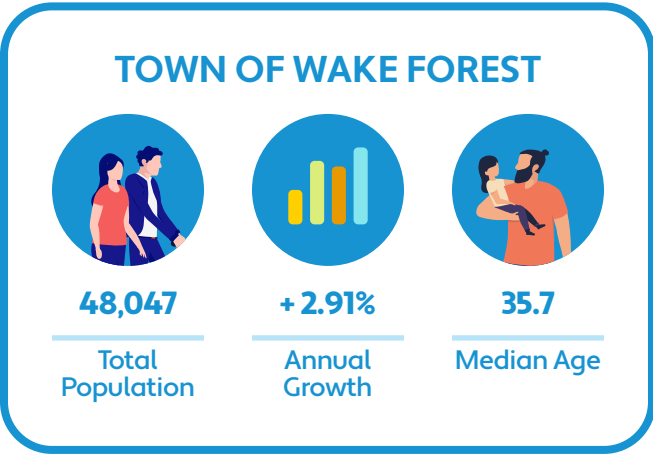
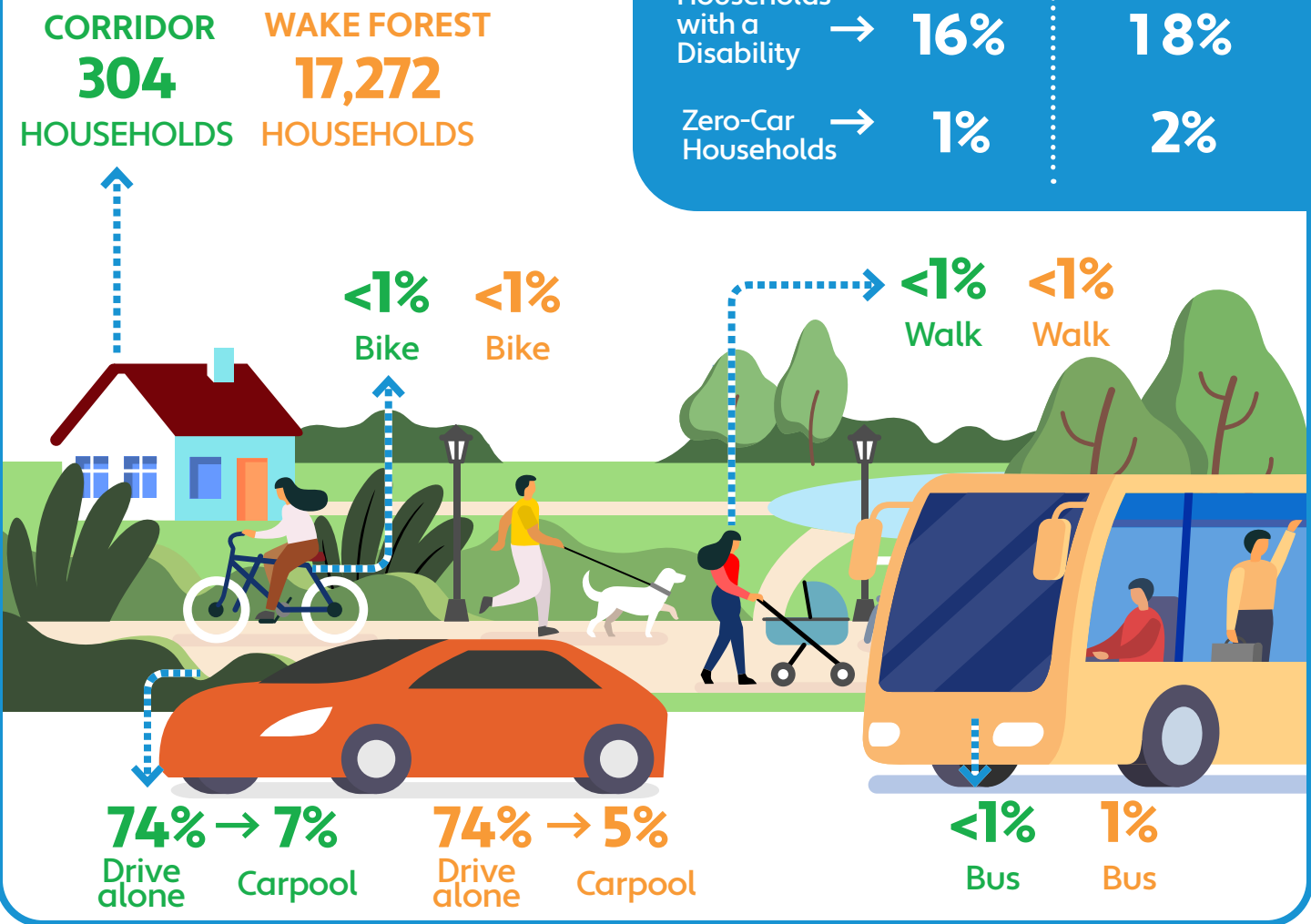


FIGURE 2-A
VISUAL SUMMARY OF WAKE FOREST'S DEMOGRAPHIC PROFILE



Source: U.S. Census Bureau American Community Survey 5-Year Estimates (2018-2022), Commute Characteristics by Sex, Disability Characteristics.

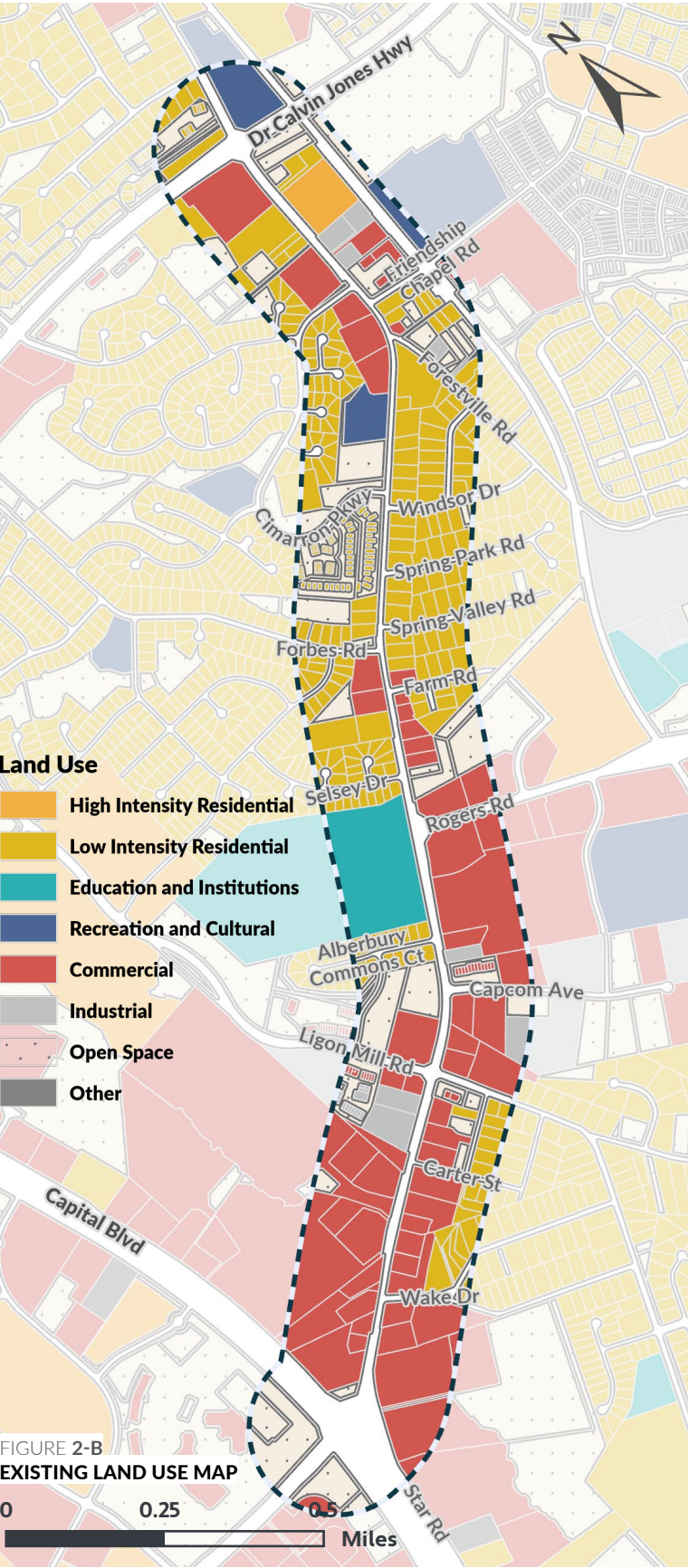


FIGURE 2-B
EXISTING LAND USE MAP

LAND USE

Despite South Main Street's diverse mix of land uses, there are specific opportunities and challenges for development and integration. Notably, the existing configuration of the corridor presents a barrier to creating a cohesive community for those without personal vehicles. This corridor, marked by separate commercial sectors near US-1 and residential areas closer to NC-98, with a school situated between them, exemplifies the critical need for improved pedestrian and public transportation connectivity. This separation challenges the ability of residents to navigate between work, home, and school seamlessly.

Enhancing pedestrian pathways and diverse transportation options along South Main Street is essential to forging safe, accessible connections across these distinct zones. Future planning should prioritize infrastructure enhancements that support pedestrian mobility and public transportation, facilitating a more integrated, car-independent lifestyle that upholds the Town's quality of life and environmental sustainability.



HISTORIC PROPERTIES & DISTRICTS

Within the South Main Street corridor area, two sites are included in the National Register of Historic Places. Among these, the Purefoy-Chappell House and outbuildings stand out as a significant historical landmark, showcasing architecture and lifestyles from earlier eras. Similarly, the Forestville Baptist Church is a key historical site, reflecting the religious and community life of Wake Forest's past. Both sites are important to Wake Forest's identity, preserving unique narratives that contribute to the town's charm and character.

Historic resources along the South Main Street Corridor include:

- **Friendship Chapel Missionary Baptist Church and cemetery**, NC Study List for National Register of Historic Places, 245 Friendship Chapel Road.
- **Purefoy-Chappell House**, Local Historic Landmark and Individually Listed in the National Register of Historic Places, 1255 S. Main Street.
- **Jones-Madre House**, Historic Preservation Easement held by Capital Area Preservation, Inc, 1269 S. Main Street.
- **Forestville Baptist Church and Cemetery**, Individually listed in the National Register of Historic Places, 1350 S. Main Street.
- **Windsor Park**, NC Study List for National Register of Historic Places, roughly bounded by S. Main Street, Forestville Road, and Windsor Drive.
- **Purefoy-Allen-Harris House**, NC Study List for National Register of Historic Places, 1248 S. Main Street.

★

National Register Listing

■

National Register Listing Area

●

Other Important Historic Place

Includes both the national Study List and Capital Area Preservation property

■

Other Important Historic Place



FIGURE 2-C
HISTORIC PROPERTIES MAP



Project team walking the corridor during a site visit.

EXISTING CONDITIONS

CORRIDOR PROFILE

The Corridor Profile graphic, presented on the following page, visually synthesizes information regarding the current conditions of South Main Street. This illustration effectively highlights both positive aspects and challenges, revealing discernible patterns and trends along the corridor.

This profile tells the story of how South Main Street developed as a US Highway Alternate Route (US Alt 1). Despite its proximity to downtown across NC-98, the street is predominantly car-oriented. The land use along South Main Street adopts a “highway commercial” style, characterized by commercial properties with individual driveway entrances. The absence of interconnected, large parking lots results in a high frequency of curb cuts along the sidewalk, posing increased risks for pedestrians. This existing layout underscores the need for strategic interventions to enhance safety and walkability.

WHAT WE LOOKED AT:

- Number of lanes
- Right-of-Way
- Pavement width
- Traffic Volumes
- Posted Speeds
- Vehicle Crashes
- Bicycle & Pedestrian Crashes
- Utilities & Power Lines
- Land Use

Corridor Profile:
visualizes these
characteristics on
Fig. 2-D

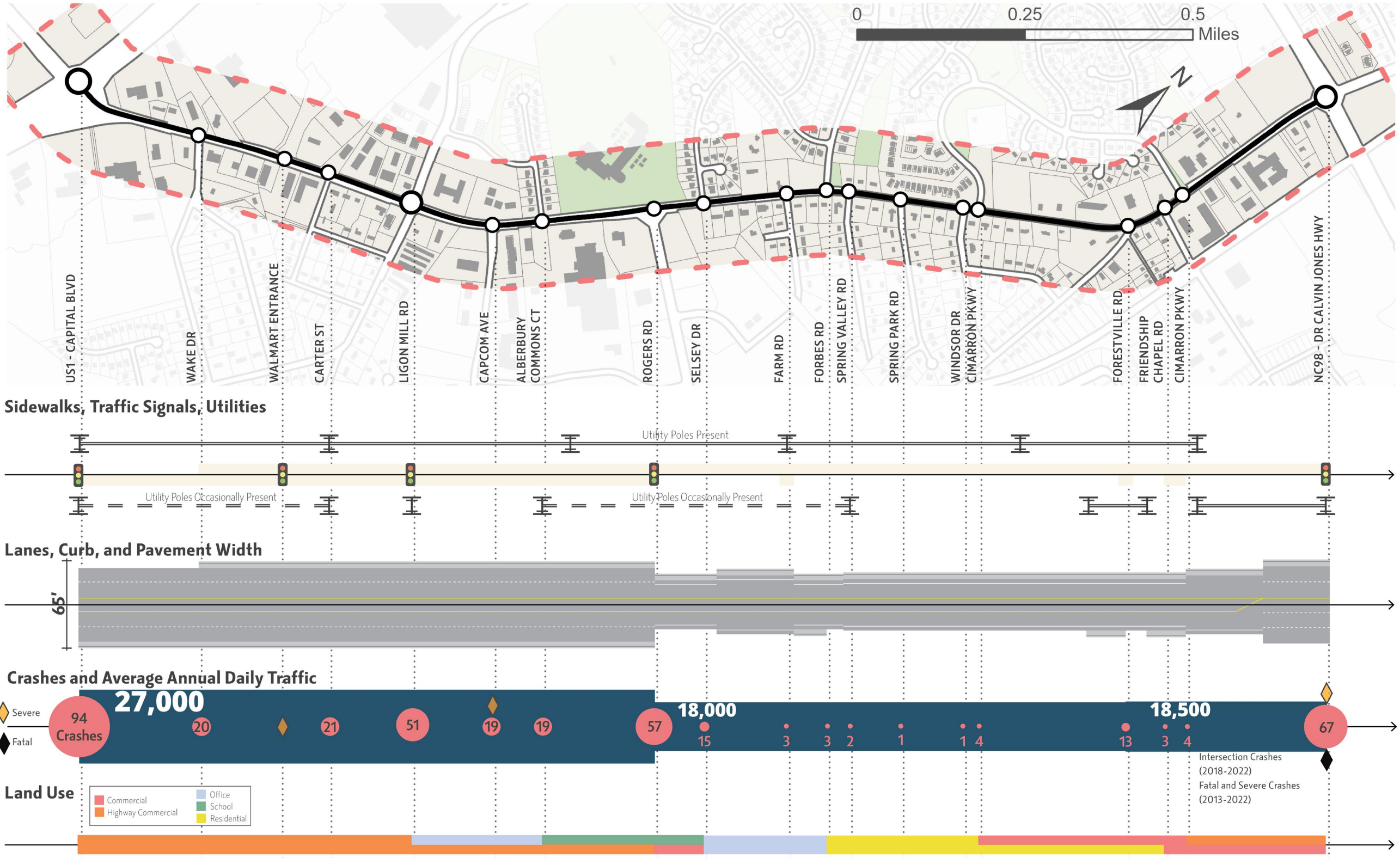


HOW TO READ THE CORRIDOR PROFILE:

Each section
diagrams a
different piece of
information about
South Main Street.
The black center
line represents
the center of
the roadway, so
that you can see
the differences
between each side
of the road.

The diagrams
below the map
are lined up along
the intersections. Follow the dotted
line up to the map
to get context for a
particular section.
The diagrams are
aligned the same
way as the map—
Northwest to the
top.

FIGURE 2-D
CORRIDOR PROFILE



EXISTING LANE MEASUREMENTS (CROSS-SECTIONS)

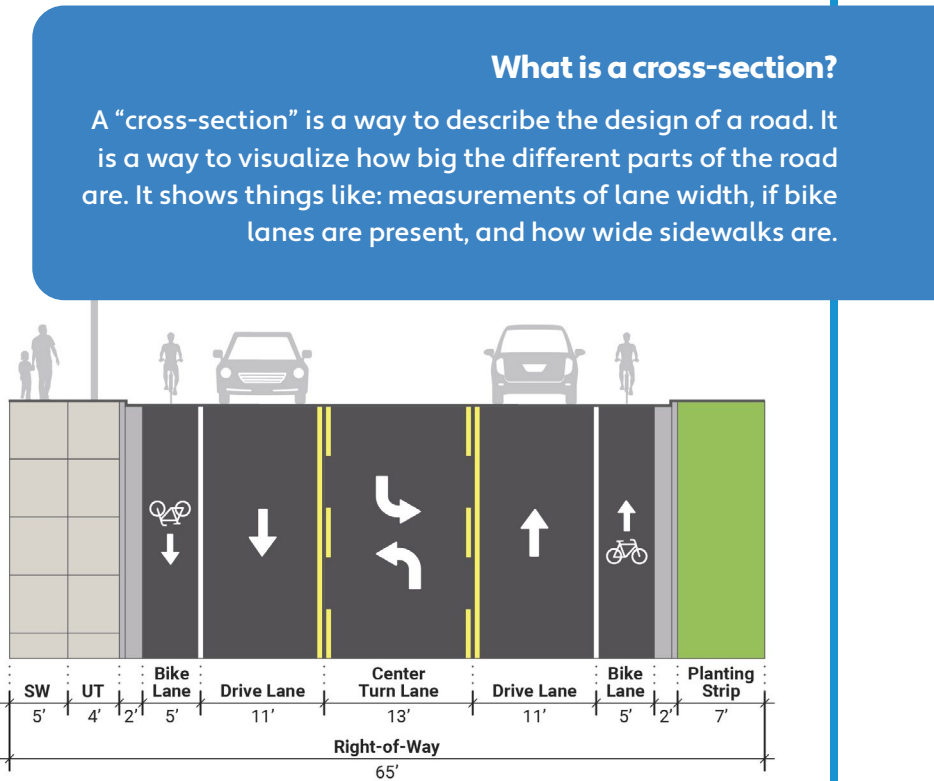
The varying width of South Main Street and the critical role of curbs highlight distinct zones for potential sidewalk enhancements and pedestrian safety improvements.

What does South Main Street look like from Rogers Road to NC- 98?

In this section, South Main Street has:

- Two 11' vehicle lanes
- One center turn lane
- 45 foot wide pavement
- 5 foot sidewalk on one side
- Bike lanes that dissapear through intersections

Even though there is sidewalk and bike lane in this part of the road, they are not very comfortable to use.



What does South Main Street look like from US-1 to Rogers Road?

In this section, South Main Street has:

- Four 12' vehicle lanes
- One center turn lane
- 60 foot wide pavement
- Occasional 5 foot sidewalks

This is a wide roadway that makes crossing difficult if you are walking or biking.

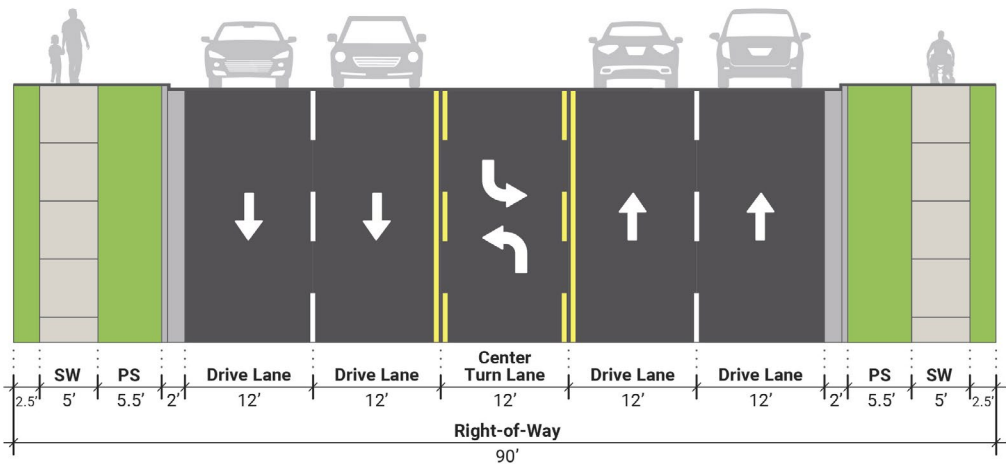


FIGURE 2-E
EXISTING LANE MEASUREMENTS (NORTHERN AND SOUTHERN SEGMENT CROSS-SECTIONS)

VEHICLE CONDITIONS

TRAFFIC VOLUMES

As a gateway to downtown Wake Forest and a primary means of travel for commuters between Wake Forest and the Triangle region, South Main Street supports large volumes of traffic. Between 18,000 to 27,000 vehicles travel the corridor each day, a number typical of large, urban arterials. How these volumes are changing, however, depends upon location. North of Rogers Road, volumes have slowly declined over the past 15 years at a rate of -1% per year. South of Rogers Road, however, the opposite has occurred, with volumes increasing at a rate of nearly +2% per year.

During off-peak periods, these volumes approach the capacity of a roadway between three- to five-lanes. During AM and PM rush hours, however, traffic surges on the corridor, contributing to significant traffic congestion along South Main Street. Congestion, uncontrolled driveways and turning movements create a recipe for crashes: as a result **South Main Street's crash rate is 2.37 times greater than that of similar roads in North Carolina.** Addressing these safety challenges is a key focal point of this study.



Vehicle traffic on South Main Street, off-peak hours.

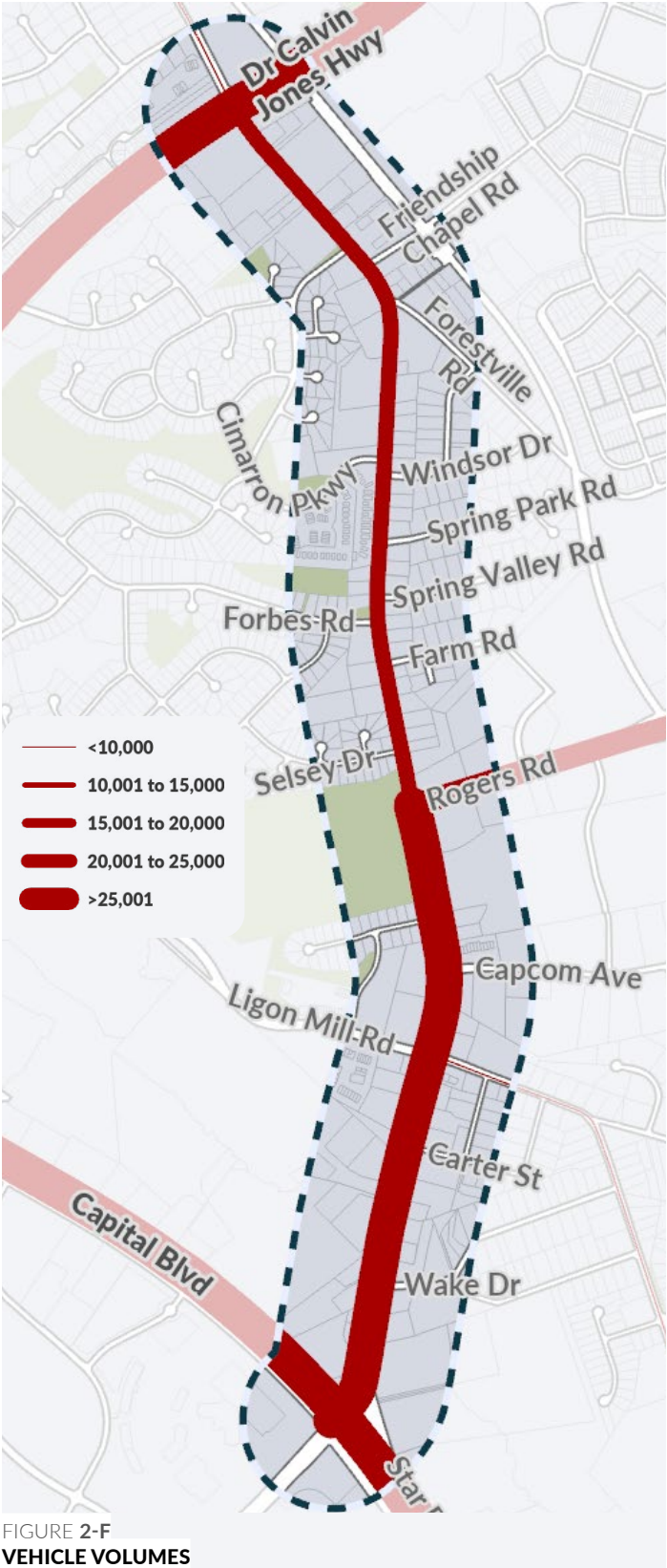


FIGURE 2-F
VEHICLE VOLUMES

BIKING CONDITIONS: DANGEROUS	
Bike Lanes:	Inconsistent
Intersections/Crossings:	Bike lanes disappear at the intersection
Safety:	High traffic volumes make biking dangerous on South Main Street

WALKING CONDITIONS: POOR	
Sidewalks:	Inconsistent
Intersections/Crossings:	Few crossing opportunities Wide road (difficult to cross)
Safety:	High traffic volumes make it stressful to walk

TRANSIT CONDITIONS: POOR	
Frequency:	1 hour 15 minutes (between buses)
Span:	5:45 AM to 6:45 PM (Mon - Fri) 8 AM to 8:30 PM (Sat) No Service Sundays
Stop locations:	High traffic volumes make it stressful to walk



MULTIMODAL CONDITIONS

MULTIMODAL LEVEL OF SERVICE

South Main Street’s current design significantly hinders pedestrian and bicycle activity. While driving conditions may be deemed satisfactory, the same cannot be said for those walking or bicycling. The absence of dedicated bike lanes forces bicyclists to share the road with vehicles, a daunting prospect given the street’s high traffic volumes. Pedestrian experiences fare only marginally better; sidewalks, where they exist, are often in poor condition and discontinuous. The greatest challenge for pedestrians is crossing South Main Street—some may find themselves walking up to a mile to find a safe signalized crossing point. With the roadway’s width varying between 45 to 60 feet, crossing becomes a significant barrier for many.

Additionally, the corridor is served by bus routes (the Loop), yet reaching bus stops is complicated by the lack of continuous sidewalks and scarce crossing points. This layout often places transit users on the less accessible side of the road, necessitating risky crossings at busy intersections or indirect routes that double back to a safe crossing, complicating travel for those with mobility challenges or when sidewalks are missing. Enhancements in pedestrian infrastructure and safer, more accessible crossings are essential to support multimodal use of South Main Street, ensuring it caters effectively to all users, not just motorists.



BIKE AND PEDESTRIAN FACILITIES

Bike facilities are fragmented and inadequate along South Main Street. Bike lanes are found only between Rogers Road and Friendship Chapel Road, but lacking separation and connectivity they are rarely used and inadequate for most users.

✕ Bicycle Crash

✕ Pedestrian Crash

— Multi-Use Path

- - - Proposed Multi-Use Path

— Bike Lane

- - - Proposed Bike Lane

Source: North Carolina Pedestrian-Bike Information Network (CPBIN) & Wake Forest Comprehensive Transportation Plan (CTP).

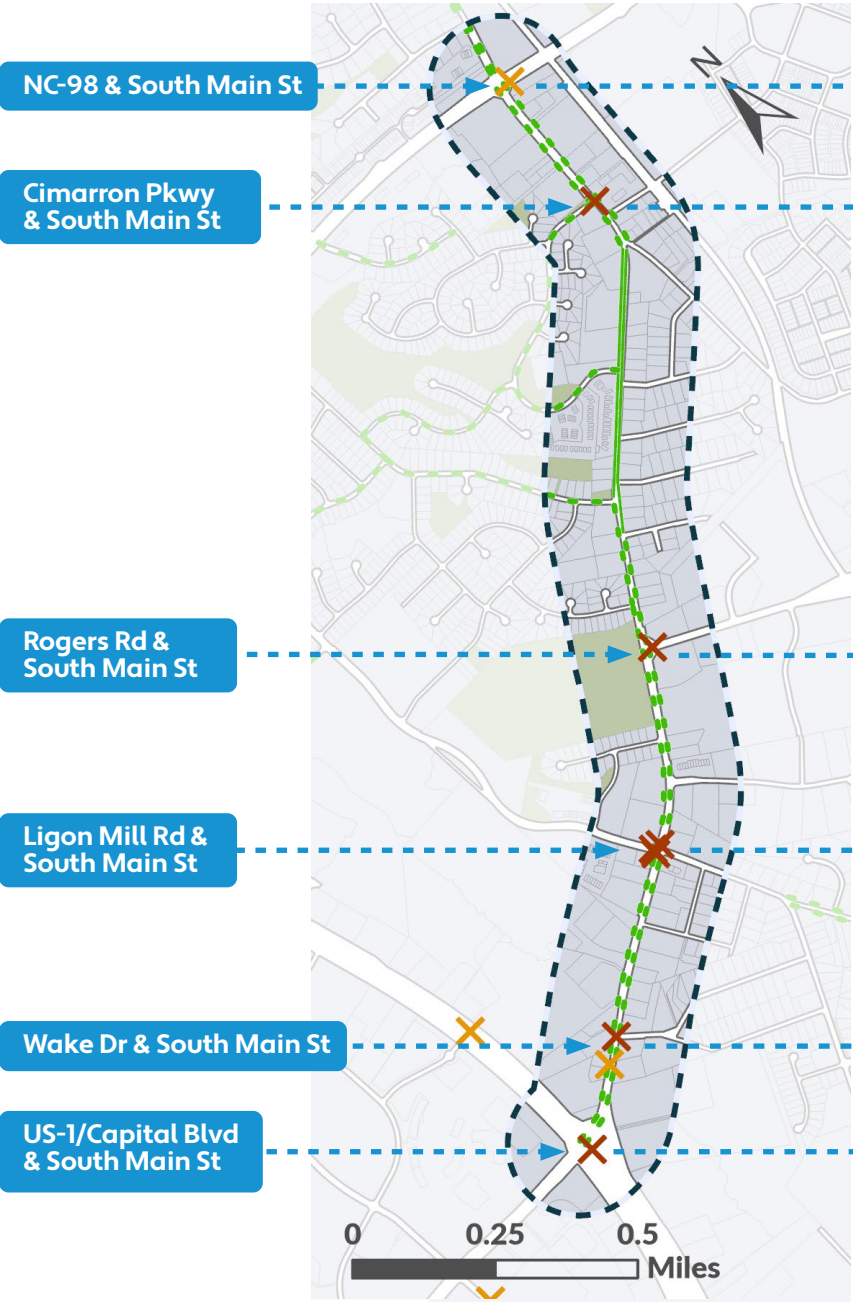


FIGURE 2-G
BIKE FACILITIES AND CRASHES

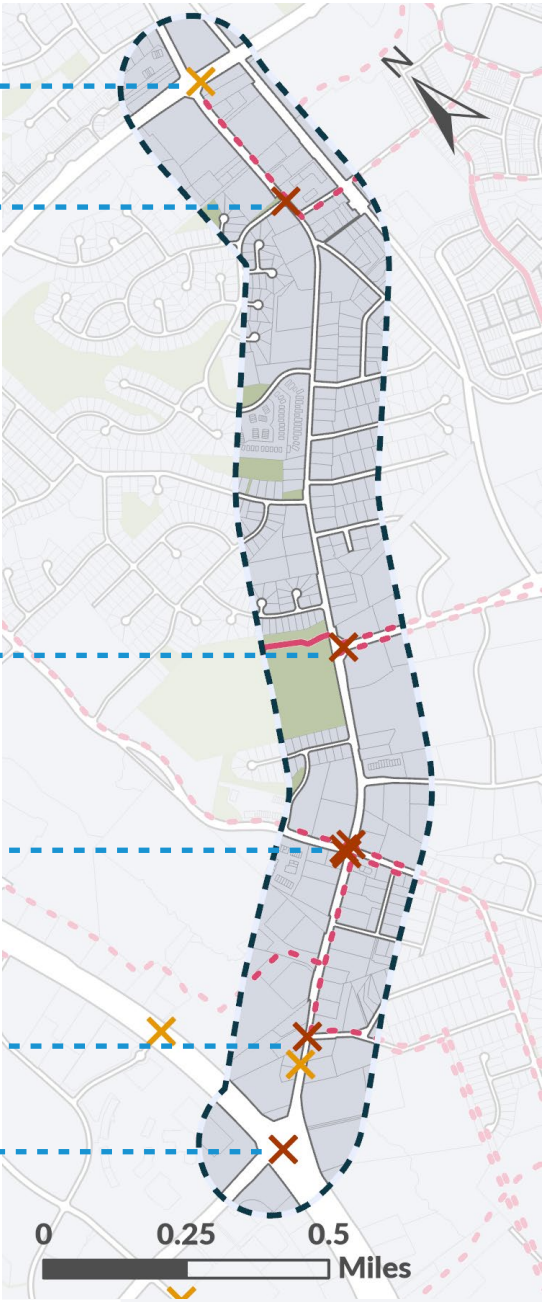
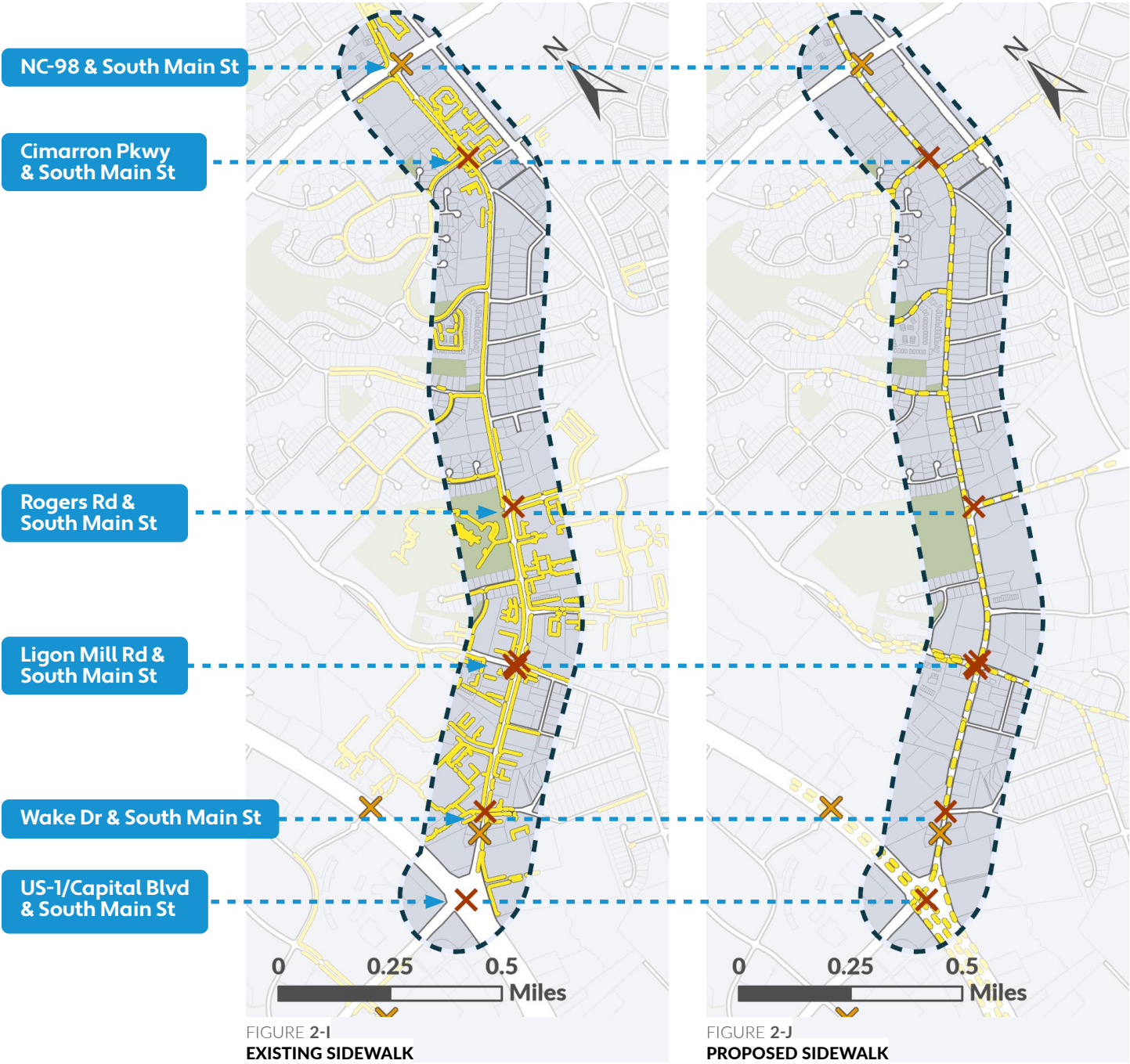


FIGURE 2-H
PEDESTRIAN FACILITIES AND CRASHES

While pedestrians have more continuous sidewalks, crossing locations are critically lacking and invite risky behavior for those needing to reach their destination. Crosswalks exist at the NC 98 / Dr. Calvin Jones Highway, Rogers Road, Ligon Mill Road, and Walmart Drive intersections: **as far as one mile apart.**

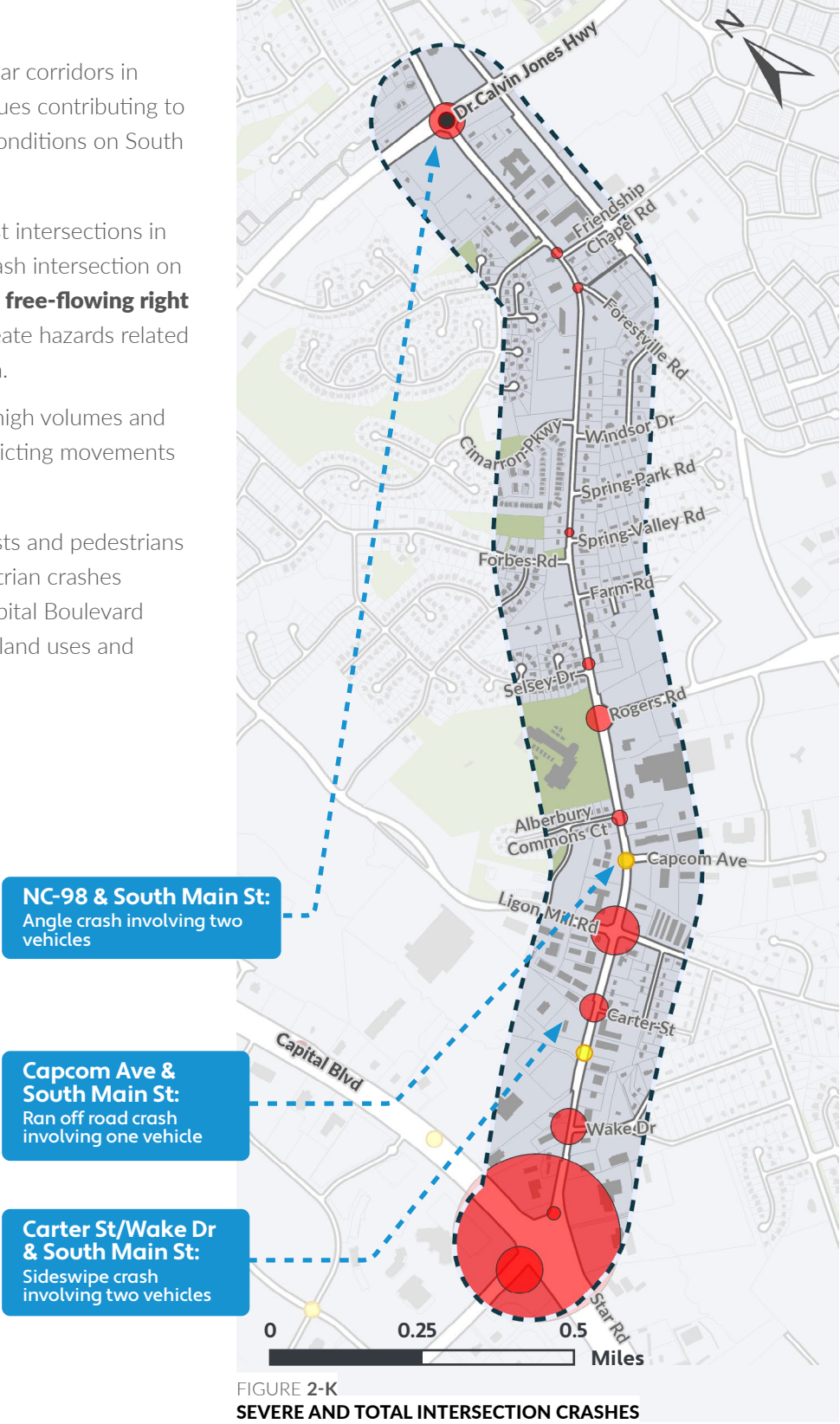
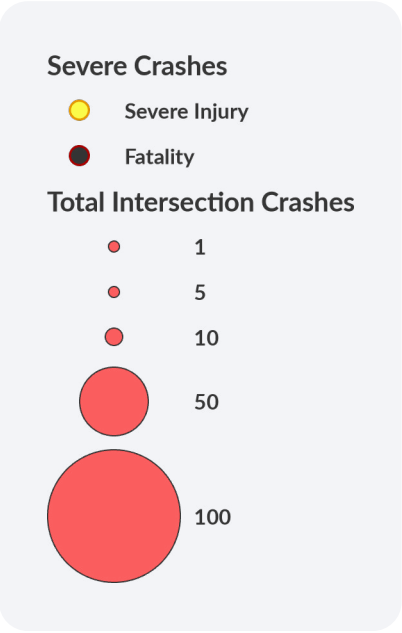


CRASHES AND SAFETY

With a crash rate nearly 2.5x that of similar corridors in North Carolina, there are a number of issues contributing to the high number of crashes and unsafe conditions on South Main Street.

- **Capital Boulevard:** one of the busiest intersections in the region, this is also the highest-crash intersection on the corridor. **Elevation change** and a **free-flowing right turn lane** onto South Main Street create hazards related to the intersections geometric design.
- **Capital Boulevard to Rogers Road:** high volumes and **uncontrolled driveways** create conflicting movements throughout this section.

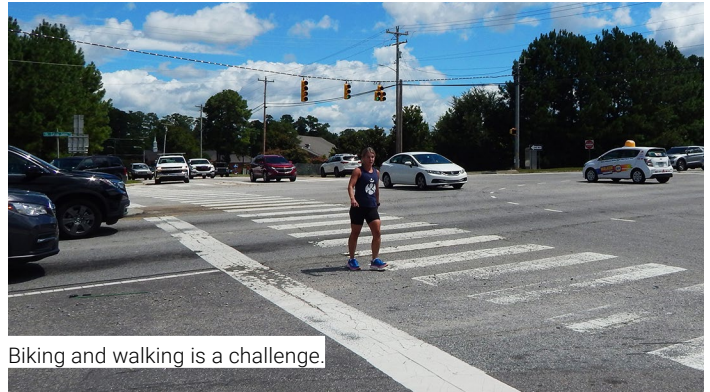
Limited crossing opportunities for bicyclists and pedestrians also creates hazardous conditions. Pedestrian crashes are predominantly observed between Capital Boulevard and Rogers Road, where higher-intensity land uses and destinations are in greater frequency.



KEY TAKEAWAYS

Drivers, bicyclists, and pedestrians have very different experiences on South Main Street.

Wake Forest has grown faster than South Main Street's ability to keep pace. As a result, its design no longer matches its function. For drivers, congestion throughout the day is worsening -- poor during peak hours -- while the lack of continuous bike lanes and sidewalk gaps prevent nearly all users from biking or walking.



Safety -- for all users of South Main Street -- is a paramount concern.

The factors contributing to South Main Street's safety challenges are numerous -- high traffic volumes, uncontrolled driveways, and unrestricted turning movements to name a few. US 1 / Capital Boulevard, Capcom Avenue, Ligon Mill Road, Rogers Road, and NC 98 / Dr. Calvin Jones Highway are all high-crash locations intersections that make this stretch of road among the most dangerous in North Carolina.



Rogers Road is a critical intersection for a growing corridor.

Rogers Road is located near the midpoint of the study area and divides South Main Street into two experiences. One of the highest-crash locations on the corridor, it also marks a change in volumes, as well as the end of bike facilities and the entrance to Wake Forest Middle School. Design solutions at this critical location must both improve traffic operations and address abundant safety concerns.



CHAPTER 3

ENGAGEMENT

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3 ENGAGEMENT

Recognizing the importance of public participation, this Study is grounded in an understanding of the community’s views. The project team engaged with neighborhood residents, business owners, and community leaders to uncover issues and strategies beyond what data alone could reveal. Community input activities included online tools like surveys and interactive maps, in-person events such as open houses, and targeted discussions with stakeholders. This approach has incorporated many voices.



Engagement activity on the Corridor Concept Design Boards.

This chapter outlines the project's engagement strategy aimed at capturing insights, concerns, and aspirations from a diverse group of stakeholders, including residents, business owners, bicyclists, pedestrians, and public transit users. This chapter also highlights how community feedback has directly shaped design choices, safety enhancements, and multimodal improvements, leading to a more inclusive, accessible, and vibrant South Main Street.

THIS CHAPTER COVERS:

- Online Engagement
- Advisory Committee Meetings
- Public Meetings
- Key Takeaways

ONLINE ENGAGEMENT

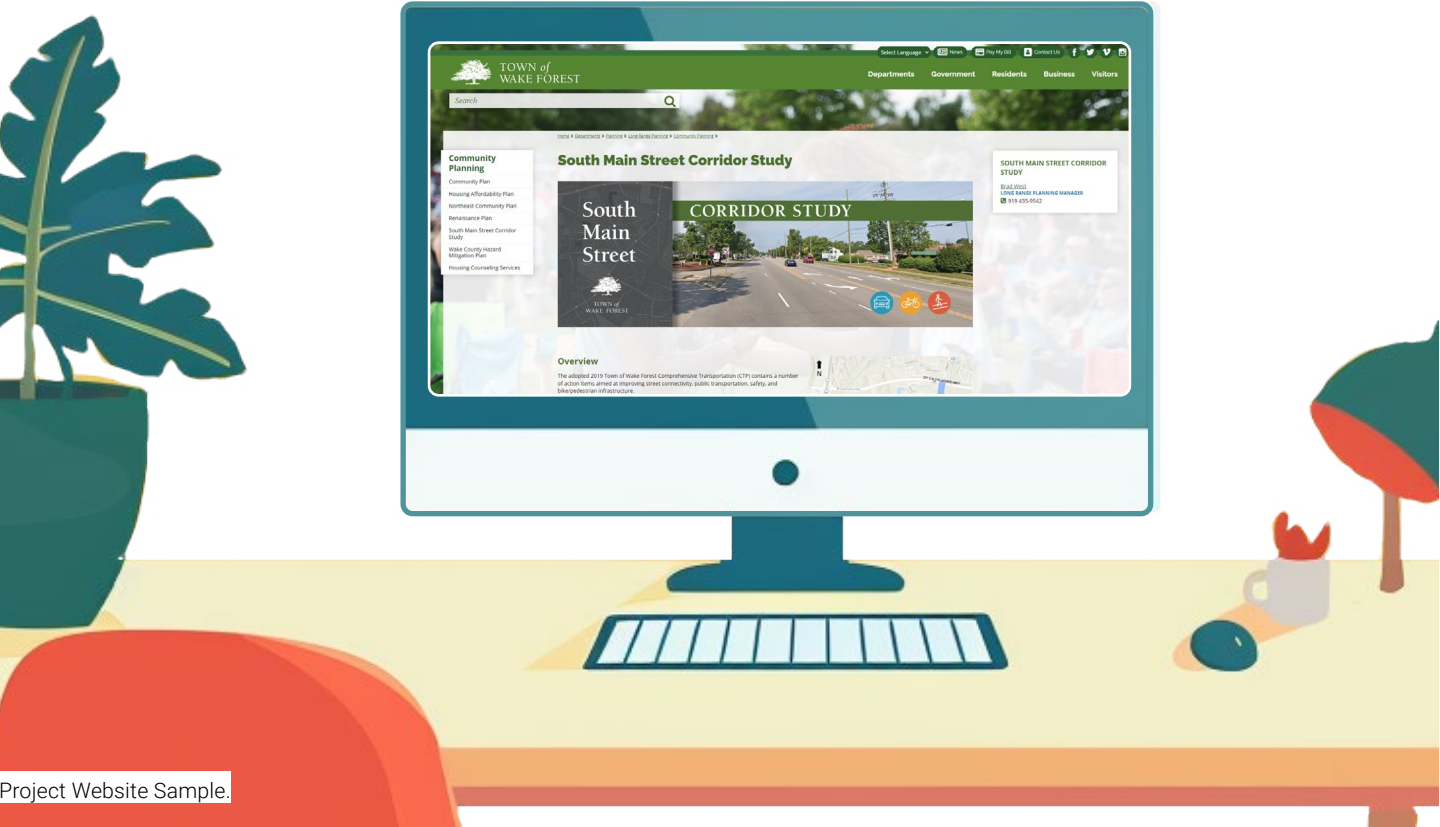
WEBSITE

Designed to offer easy access, the website provided comprehensive details on the study's objectives, timelines, and opportunities for public involvement. It featured updates on project milestones, scheduled meetings, outcomes of past meetings, relevant documents, and visual materials.

Additionally, it outlined various channels through which individuals could contribute their insights and feedback. This digital platform played a pivotal role in engaging thousands of community members, ensuring widespread awareness and participation in the development of the corridor study throughout its progression.

5,006
Website Visits

1,879
Unique Website Visitors



Project Website Sample.

COMMUNITY SURVEY

Concluding in March 2024, the survey provided valuable insights into community concerns and preferences:

790
Total Responses

>>

- A notable safety concern at Rogers Road, especially dangerous for middle school crossings.
- Difficulty in enforcing speed limits, with frequent instances of speeding.
- Identification of South Main Street as a primary destination for shopping/errands and as a major route to highways.
- Highlighted issues include traffic congestion and safety concerns.
- Urgent improvement needed at intersections like Rogers Road, Ligon Mill Road, and Capital Boulevard.
- Community prioritization of improvements: intersections and signals, center medians, and pedestrian facilities.

These results underline a critical community demand for enhanced safety measures, particularly for vulnerable road users like pedestrians and bicyclists.

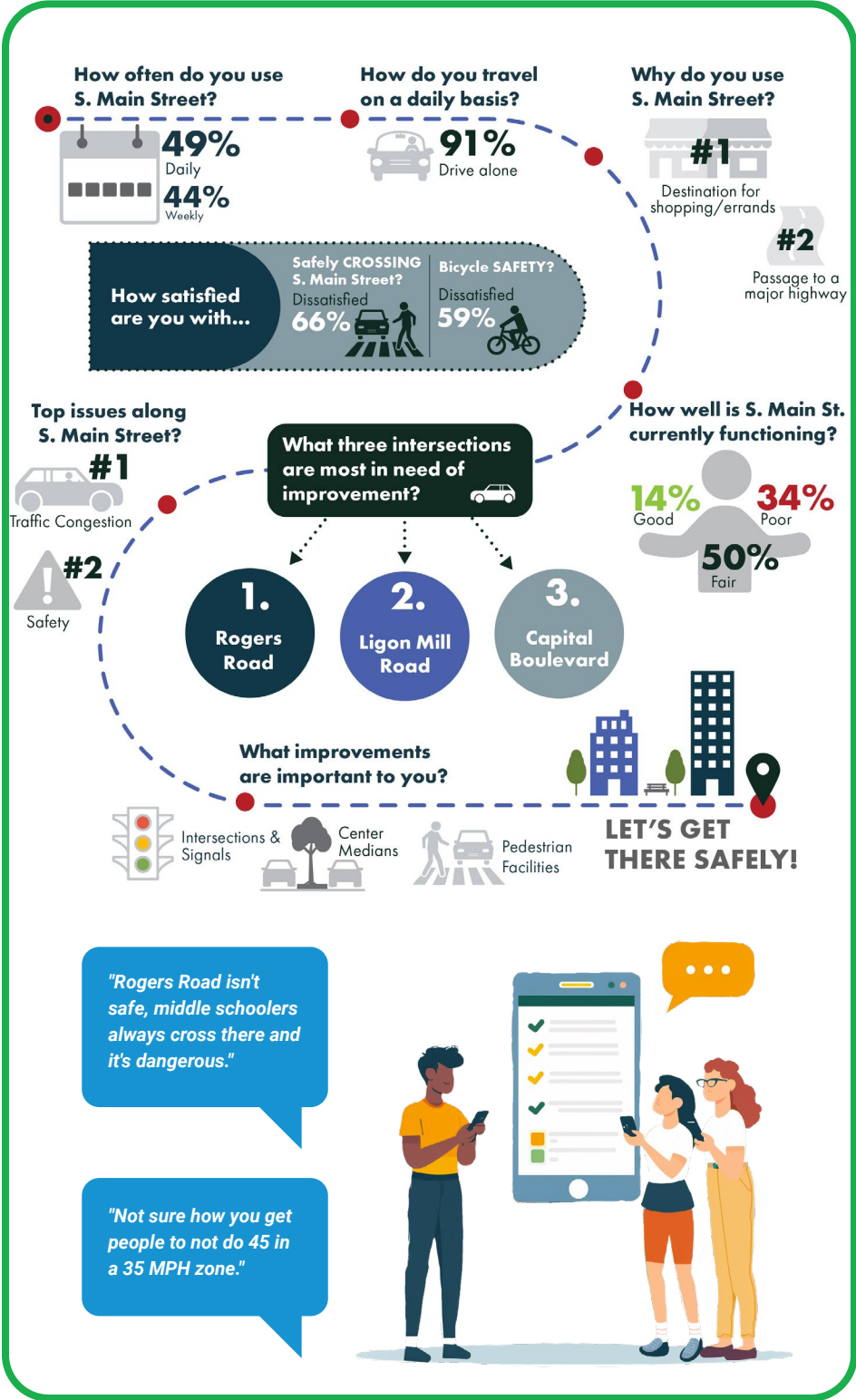


FIGURE 3-A
KEY TAKEAWAYS FROM THE GENERAL SURVEY

BUSINESS SURVEY

Participation from 18 businesses revealed critical insights: a majority of their customers (64%) arrive by driving alone, with lesser numbers carpooling (16%), using transit or rideshare (8%), walking (8%), and biking (1%). These data suggests a predominant reliance on private vehicle travel, yet it simultaneously underscores a latent demand for enhanced multimodal access.

A key finding from the business survey was the unanimous agreement on the necessity for improved safety measures, identifying it as paramount for fostering a conducive business environment. This was closely followed by the expressed need for diversified transportation options to cater to the varied mobility preferences of their clientele. Additionally, the survey highlighted the growing relevance of small-scale delivery services, with significant weekly and daily e-commerce deliveries, contrasting sharply with the infrequent large truck deliveries.

18
Participating Businesses

>>

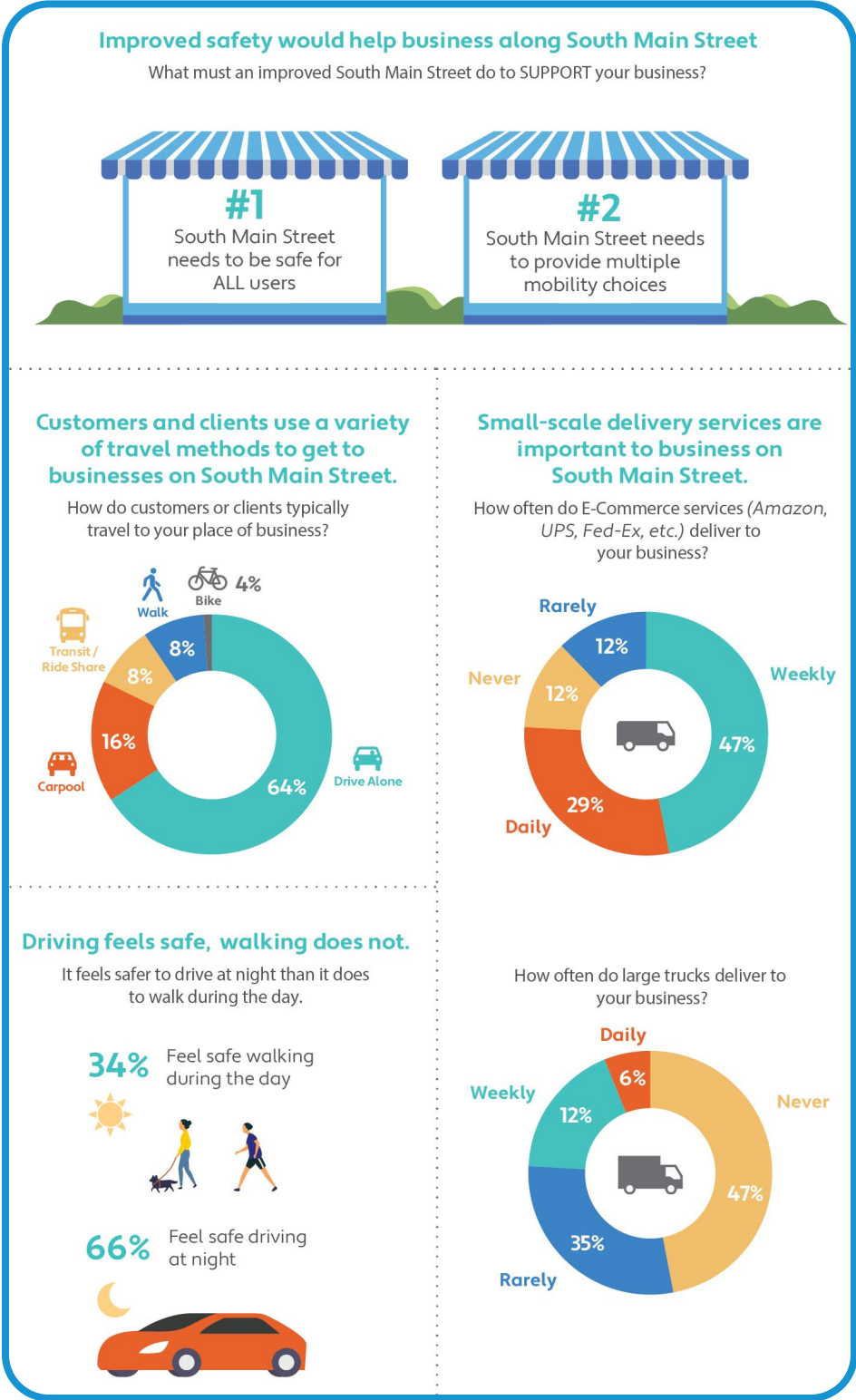


FIGURE 3-B
KEY TAKEAWAYS FROM THE BUSINESS SURVEY

INTERACTIVE MAP

The project team deployed an interactive map in August 2023, promoted through the Town's website and via stakeholder email, as a key component of the South Main Street Corridor Study's engagement strategy. This digital tool aimed to:

- Identify locations of safety hazards,
- Highlight significant community landmarks,
- Pinpoint barriers to biking and walking, and
- Investigate access challenges.

Available until March 2024, the map received 260 responses, yielding crucial insights into community concerns and preferences. Analysis revealed 81 identified safety issues and 69 frequently visited destinations.

Notable feedback highlighted difficulties in executing left turns from Cimarron Parkway, the absence of a safe crossing to the Factory, and pronounced safety risks at the intersection of US-1/Capital Blvd and South Main Street for all modes of transport, emphasizing the urgent need for enhancements to improve the safety and accessibility of these critical areas.

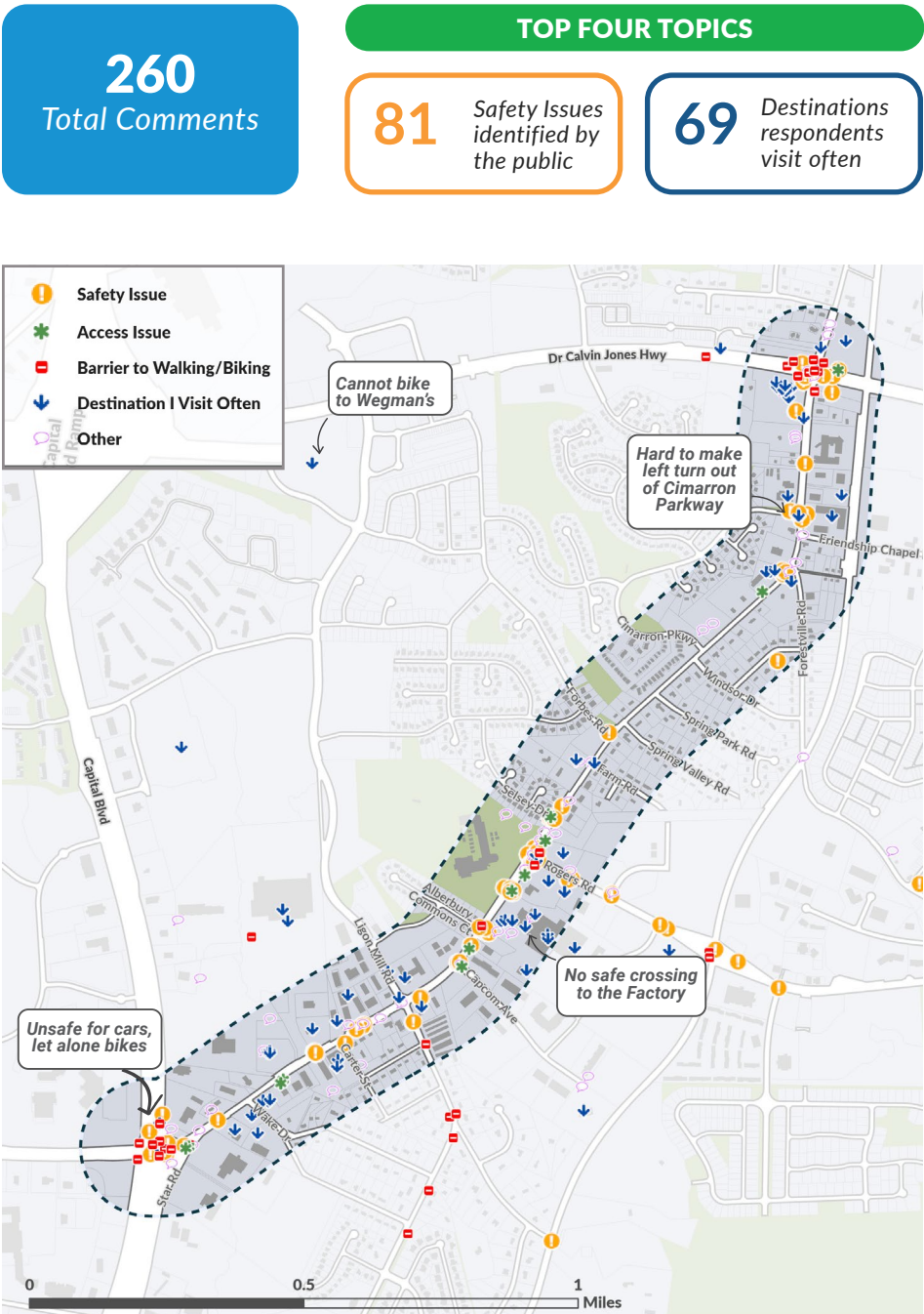


FIGURE 3-C
INTERACTIVE MAP WITH PUBLIC COMMENTS

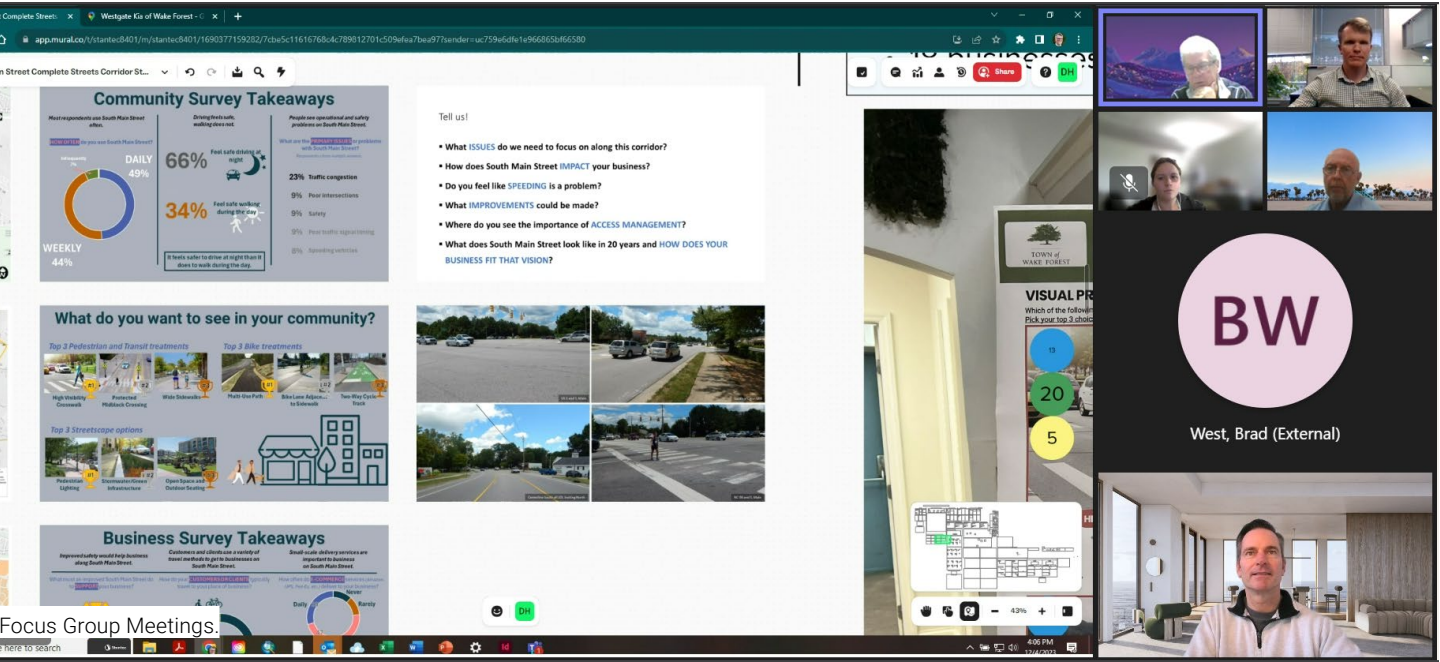
STAKEHOLDER DISCUSSIONS

FOCUS GROUPS

Focus groups, structured as small group discussions led by professionals, play a crucial role in learning about the primary concerns within a community. These are instrumental in identifying critical issues, gauging community preferences for addressing these concerns, and pinpointing potential obstacles to proposed initiatives.

This diverse group included representatives from the North Carolina Department of Transportation

(NCDOT), local business owners, and Wake County Public Schools, among others. The discussions revealed key themes indicating a disparity in perceived safety between driving and walking along the corridor. Participants generally felt safe driving, even at night, yet expressed significant concerns regarding pedestrian safety during daytime.



IN-PERSON MEETINGS

Effective community engagement shapes policies and projects that enhance livability and promote active transportation within a community's built environment. Public meetings not only facilitate insights into community preferences and concerns, but also align with its objectives of supporting vulnerable communities. To this end, the project team conducted several public meetings, recognizing these objectives as an important way to obtain detailed feedback on the Corridor Study.

These key engagements were held on September 13th, 2023, and March 13th, 2024, marking significant milestones in the collaborative effort to refine and advance the project goals.

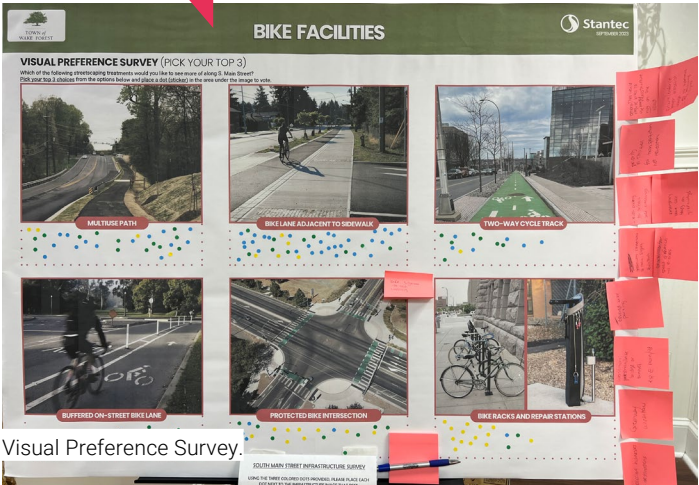
OPEN HOUSE #1

**TOP CHOICE**

68
Total Attendees

SEPARATED BIKE LANES





Visual Preference Survey.



Participants on the first Open House event.

The first Open House took place on September 13th, drawing over **60 participants**. The most favored option in the Visual Preference Survey, with 45 votes, advocated for the implementation of Separated Bike Lanes along South Main Street.

Key feedback from attendees highlighted several areas of concern and interest:

- Rogers Road is identified as a critical bottleneck.
- South Main Street is perceived as dangerous for crossing, difficult for turning onto, and notably congested.
- Access to the middle school on South Main Street is limited and unsafe for student crossings.
- The intersection at South Main Street and Capital Blvd (US-1) poses numerous challenges.
- The potential for incorporating roundabouts, specifically proposing one at Rogers Road, was discussed.
- Participants expressed a strong preference for new, protected mid-block crossings to enhance pedestrian safety on South Main Street.
- Additionally, there was significant support for establishing bike lanes adjacent to sidewalks as a top infrastructure improvement for both bicyclists and pedestrians.

OPEN HOUSE #2

The second Open House for the South Main Street Corridor Study convened on March 13th, attended by approximately **125 participants**. During this meeting, attendees were introduced to two conceptual designs for the corridor, each aiming to alleviate the challenges identified on South Main Street. The primary objective was to identify viable strategies for the corridor's issues and to solicit public input on these proposals.

The feedback collected from this session was important in refining and determining a preferred design. This design will subsequently serve as the basis for detailed engineering plans and future construction, pending the availability of funding. This iterative process emphasizes the Study's commitment to addressing South Main Street's challenges through collaborative, community-driven efforts.



Participants in the second Open House event.



Participants added comments on the Corridor Concept Design.



125
Total Attendees





Feedback gathered during second Open House event.



Attendees provided valuable information about the corridor.

KEY THEMES AND TAKEAWAYS



Residents want separation from traffic, both along and across the corridor.

There is agreement on the necessity for additional crosswalks and a reduction in the distance between safe crossing points. High-visibility crosswalks and mid-block crossings emerged as the top preferences for pedestrian safety enhancements, as well as separated bike lanes for bicyclists, highlighting the community's priority for secure and accessible pedestrian routes.



Congestion and speeding are significant issues for operation and safety.

Traffic patterns fluctuate significantly over the course of the day, leading to bottlenecks during peak usage times and at critical intersections. The combination of wide lanes and suboptimal signal timing contributes to prevalent speeding, imparting a "freeway" atmosphere to the corridor. These factors underscore the urgent need for targeted interventions to enhance traffic management and improve the safety of all road users.



South Main Street is vital to Wake Forest Resident's Daily Routine.

According to survey data, 93% of respondents travel on South Main Street at least once a week, with 49% using the corridor daily. The street serves dual purposes for the community—it is both a hub for shopping and a crucial thoroughfare for traveling beyond Wake Forest. This high level of utilization reflects the corridor's significance to residents' daily routines.

CHAPTER 4

RECOMMENDATIONS

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4 RECOMMENDATIONS

Today, South Main Street serves as an arterial roadway within Wake Forest, primarily accommodating private vehicles. Despite its car-centric design, there is an observable use by pedestrians and bicyclists, emphasizing the need for safer pedestrian crossings and enhanced bicycle infrastructure. The corridor serves two main purposes: facilitating local and through traffic, and acting as a hub for shopping and errands.



In this context, retrofitting the corridor requires careful consideration of mobility trade-offs to cater to the diverse needs of various users and modes of travel. Creating metrics for evaluation and comparison is a critical step in formulating draft concepts. By addressing the identified gaps and exploring opportunities to better balance transportation modes, South Main Street has the potential to transform into a Complete Street.

THIS CHAPTER COVERS:

- Best Practices for Complete Streets
- Design Considerations
- Concept Design
- Impacts and Validation

BEST PRACTICES FOR COMPLETE STREETS

WHAT IS A COMPLETE STREET?

A Complete Street is inclusively designed to provide safety and accessibility for all users, regardless of age or ability. It facilitates a secure environment where children can walk to school, older adults maintain independence without driving, and individuals with disabilities can navigate safely.



A Complete Street:

- Considers all types of travel modes and users.
- Provides safe travel options for people of all ages and abilities.
- Accommodates both present and future needs.
- Helps a community have a resilient economy.
- Considers public spaces and development in terms of direct and indirect benefits.
- Is a vibrant, attractive place in all seasons.
- Improves the quality of life for people using it.

The National Complete Streets Coalition defines Complete Streets as **pathways designed and operated to allow safe access for all users, including pedestrians, bicyclists, motorists, and transit riders, encompassing a wide range of ages and abilities.**

A Complete Streets approach **is adaptable, requiring customization to meet the specific needs of a community's current and future travel patterns, surrounding development, and land use.** This means that a Complete Street in Wake Forest is distinctively tailored, reflecting the unique needs of its community.

WHAT MAKES UP A COMPLETE STREET?

A Complete Streets approach considers not only the space within the curbs but also the broader environment, including the interaction with buildings along the street, to create a cohesive and functional public realm. The graphic below (Figure 4-A) illustrates how a Complete Street integrates three primary “zones,” each serving unique functions and supporting various activities.

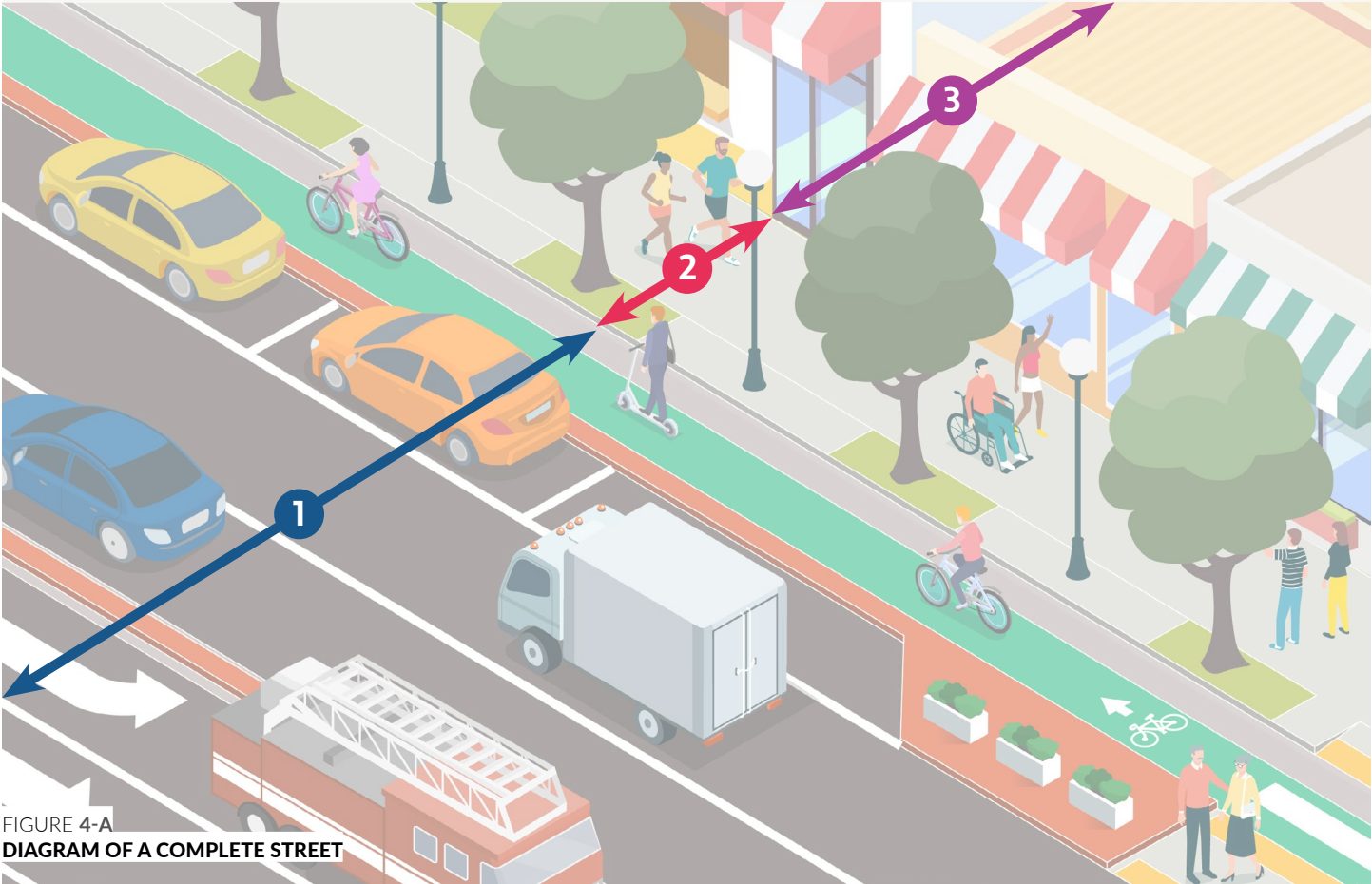


FIGURE 4-A
DIAGRAM OF A COMPLETE STREET

- 1**

THE TRAVEL WAY:

Beyond facilitating vehicle movement, this zone accommodates other forms of travel such as bicycles and scooters, and includes street parking. Located between curbs, it embraces a broader vision of mobility.
- 2**

THE PEDESTRIAN REALM:

Dedicated to pedestrian activities, this area features amenities like lighting, outdoor seating, and street trees. It supports curb use for activities like ridesharing and deliveries, enhancing the interface between public and private spaces.
- 3**

THE BUILDING REALM:

This zone includes businesses, residences, and public spaces that define the community’s identity, positioned next to the pedestrian realm. It shapes the street’s character and facilitates interaction between the street and its buildings.

EXAMPLES OF COMPLETE STREET TREATMENTS

» **Traffic Calming Measures**

These are designed to slow down traffic and improve safety for all road users. Examples include raised crosswalks, curb extensions (bulb-outs), and traffic circles or roundabouts. These measures discourage speeding and encourage drivers to be more attentive.



» **Pedestrian Crossings**

Enhanced crosswalks, including those with flashing lights, high-visibility paint, raised platforms, and pedestrian refuge islands, make it safer for pedestrians to cross busy streets. Audible signals and countdown timers improve accessibility for visually impaired pedestrians.



» **Separated Bike Lanes**

Separating bike lanes from vehicle traffic with physical barriers offers a safer environment for cyclists, encouraging biking as a viable mode of transportation. These lanes can be delineated by curbs, planters, or parking spaces.



» **Sidewalk Improvements**

Widening sidewalks, improving lighting, and ensuring they are ADA-compliant enhance pedestrian safety and mobility. Keeping sidewalks well-maintained and free of obstacles is also essential.



» **Road Diet**

This strategy involves reducing the number of lanes for vehicles to allocate more space to pedestrians and bicyclists. It often includes adding bike lanes or parking and widening sidewalks.



» Improved Signage and Markings

Clear, visible signage and road markings help direct traffic, indicate pedestrian and bike lanes, and warn of upcoming crossings or changes in road conditions, contributing to overall safety.



» Street Trees and Landscaping

Besides their aesthetic value, street trees can act as a natural barrier between pedestrians and vehicles and contribute to traffic calming by creating a psychological narrowing of the roadway.



» Public Lighting Upgrades

Enhancing street lighting improves visibility for all users, making it safer for pedestrians and bicyclists at night and during low-light conditions.



» Speed Limit Reduction

Lowering speed limits, especially in areas with high pedestrian and cyclist traffic, significantly reduces the risk and severity of crashes.



» Community Engagement and Education

Programs that educate drivers, bicyclists, and pedestrians about road safety, including school-based initiatives, can foster a culture of safety and respect among all road users.



DESIGN CONSIDERATIONS

The redesign of South Main Street has been informed by Guiding Principles and the Complete Streets planning framework, drawing on insights from both data analysis—“what the data tells us”—and public input—“what we’ve heard from you.” These considerations serve as a bridge, translating identified key themes into practical design interventions along the corridor. The initial evaluation identified critical areas for design adjustments to advance mobility for all:

GUIDING PRINCIPLES

Early in the project, the team established Guiding Principles to lay the groundwork for the design process, detailed fully in Chapter 1. These principles, reiterated below, steered the redesign of South Main Street:

1 Provide Equitable Access

2 Prioritize Safety

3 Enhance Connectivity

4 Promote Sustainability

5 Engage the Community

These principles also served as a decision-making framework to navigate the necessary compromises inherent in the design process.

Challenges for users include:

- Incomplete and deteriorated sidewalks make pedestrian movement challenging.
- Lack of continuous and separated bike lanes discourages bicycling.
- Long distances between safe crossing points hinder pedestrian access across South Main Street.
- High-speed traffic and wide lanes create a perception of danger for pedestrians and bicyclists.
- The continuous center turn lane on a high-volume road encourages dangerous, unpredictable turning movements.

Opportunities to balance travel modes along South Main Street include:

- Introducing separated bike lanes and sidepaths to provide safe, dedicated spaces for bicyclists and pedestrians.
- Implementing high-visibility crosswalks, pedestrian refuge islands, and curb extensions to improve pedestrian safety and convenience.
- Using traffic calming measures, road diets, and on-street parking to reduce vehicular speeds and create a more welcoming environment for non-motorized users.
- Enhancing multimodal access through improved facilities and connections to existing pedestrian and bicycle networks.
- Expanding the urban tree canopy and green infrastructure to promote a more pleasant and environmentally sustainable corridor.

PREFERRED ACCESS PLAN

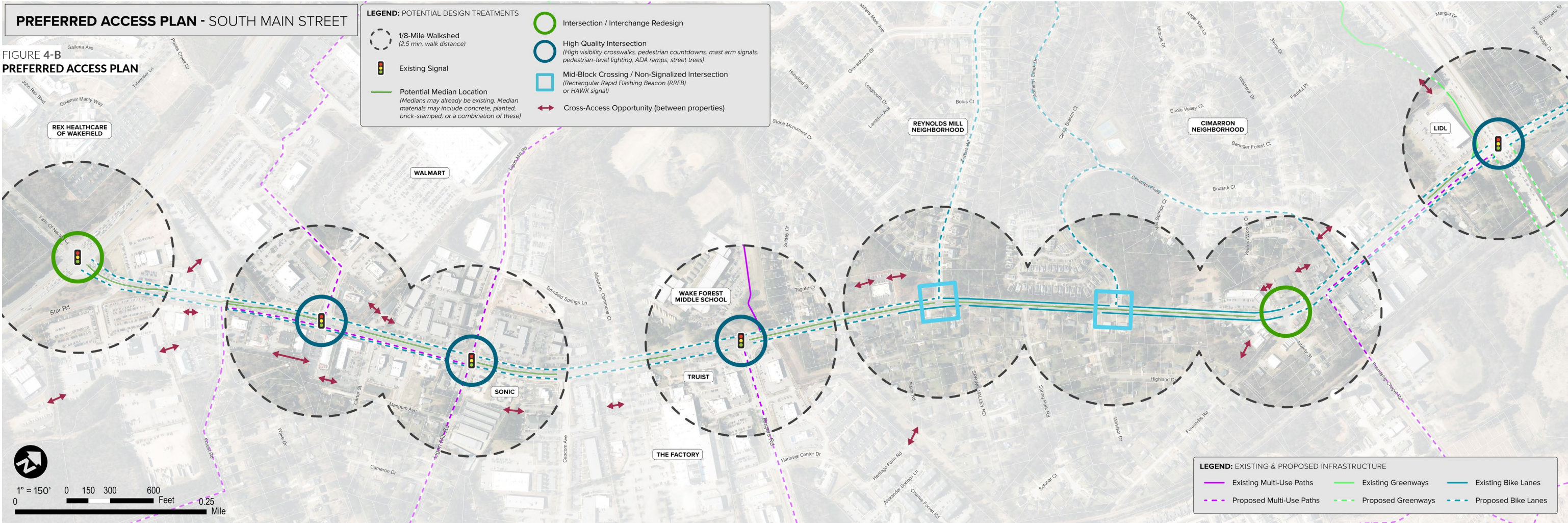
The Preferred Access Plan (PAP) serves as the foundational blueprint for the redesign of South Main Street, outlining the ideal multimodal enhancements for the corridor and marking the beginning of the journey towards a full conceptual design. It represents a corridor map (**Figure 4-B**) that delineates proposed treatments, access management strategies, cross-access opportunities, intersection signalization, and other measures aimed at bolstering mobility and connectivity.

The PAP examines key aspects such as:

- Intersections identified for improvements,
- The relationship with surrounding streets, neighborhoods, and public facilities,
- Connections to the existing network of sidewalks and bike paths,
- Major barriers to seamless mobility, and
- Access-management and opportunities for parcel cross-access.



The PAP outlines an integrated approach to South Main Street's corridor enhancements, harmonizing various design treatments to improve connectivity, median configurations, driveway consolidations, and strategic nodes that contribute to a cohesive pedestrian environment.



ALTERNATIVES DEVELOPMENT

The development of design alternatives for the South Main Street Corridor begins with an evaluation of potential strategies, spanning the southern segment from US-1/Capital Boulevard to Rogers Road and the northern segment from Rogers Road to NC-98. This stage establishes design criteria that define the objectives and standards the proposed designs must fulfill.



- The main focus for the development of both alternatives for South Main Street was to:
- Simplify access to/from businesses along South Main Street,
 - Avoid the need to buy property outside of the existing Right-of-Way,
 - Provide safe space for bicyclists and pedestrians,
 - Make it easier for people to cross South Main Street,
 - Identify key locations to spark reinvestment along South Main Street, and
 - Transition this suburban development pattern to a more walkable street.

Both alternatives align with the project's Guiding Principles, informed by the previous analysis of the existing conditions, Complete Streets best practices, and insights from public engagement efforts. While sharing common goals, the alternatives diverge in their approach to intersection design, curb adjustments, and the financial implications of these changes. **Figure 4-D** and **Figure 4-E** in the following pages provide proposed cross-sections of the corridor segments, illustrating the two design solutions developed to address the specific needs of South Main Street.

PROPOSED DESIGN - LANE MEASUREMENTS (CROSS-SECTIONS)

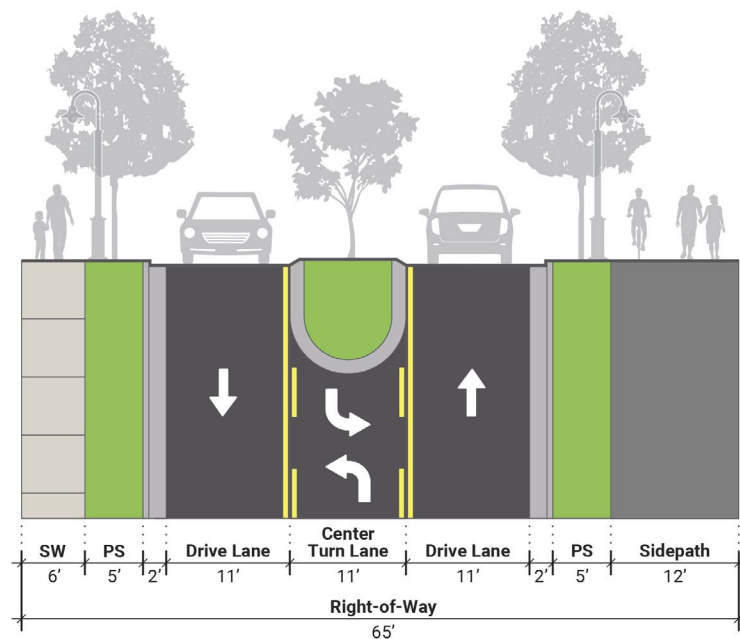
South Main Street is characterized by two distinct sections, with the area north of Rogers Road differing markedly in appearance and function from the section south of Rogers Road. The division of the road into travel lanes, medians, and turn lanes is defined as its cross-section.

Northern Section: Rogers Road to NC-98

Concept A: Partial Optimization

Key modifications in this approach include:

- Introduction of a center median for improved traffic delineation, and
- Relocation of bike facilities to a Sidepath above the curb and further from vehicles.



Southern Section: US-1/Capital Boulevard to Rogers Road

Concept A: Partial Optimization

This concept retains the road's general layout while introducing several modifications:

- Installation of planted medians to improve safety and traffic flow,
- Narrowing of lanes to 11' wide, and
- Addition of a Sidepath to accommodate both pedestrians and bicyclists.

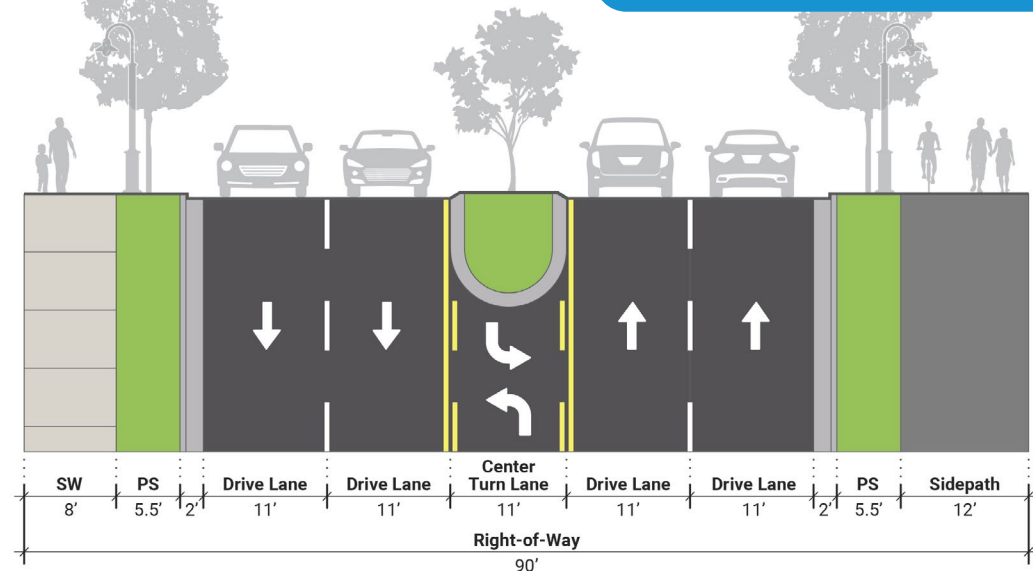


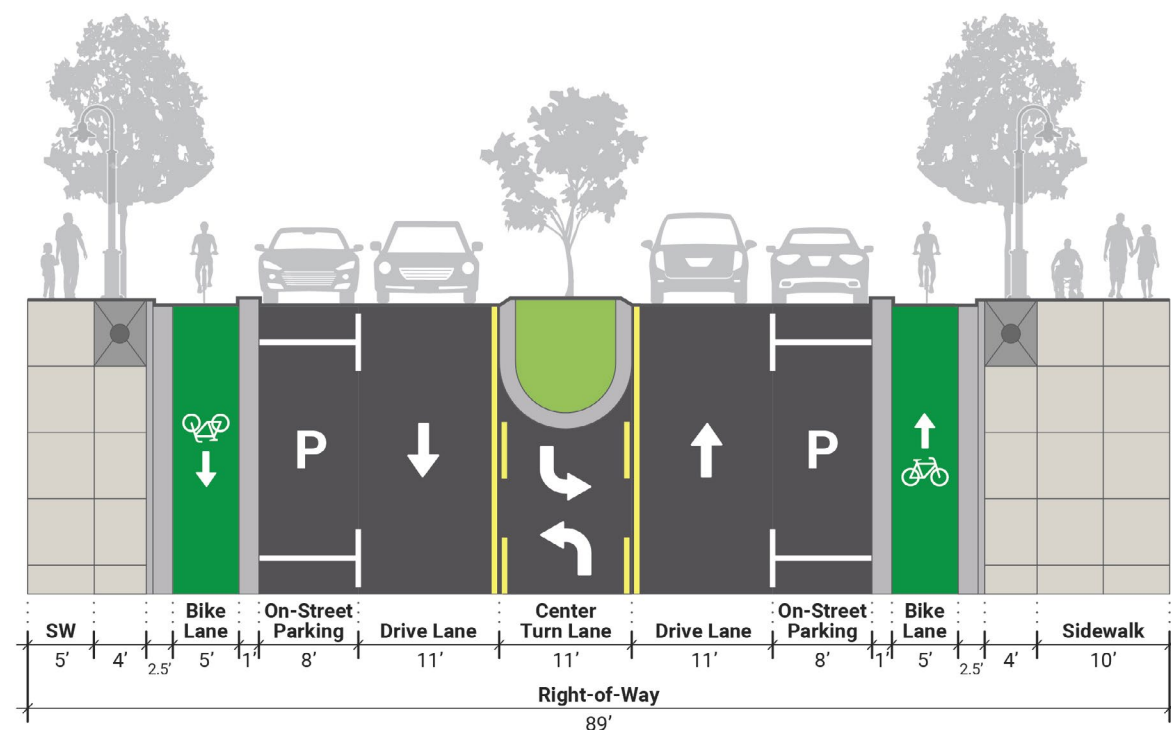
FIGURE 4-D
PROPOSED CROSS-SECTIONS (NORTHERN AND SOUTHERN SEGMENTS)

Northern Section: Rogers Road to NC-98

Concept B: Full Optimization

This approach proposes a significant redesign to include:

- Implementation of parallel parking on both sides to support local commerce,
- Slow traffic down with optical narrowing/peripheral friction,
- Provide an additional barrier to better protect pedestrians and cyclists from vehicular traffic,
- Provide emergency response vehicles adequate pull-off space to deal with emergencies and traffic stops,
- Establishment of a concrete barrier separating vehicle traffic from bike lanes, and
- Wide sidewalks on both sides to facilitate pedestrian movement.



Southern Section: US-1/Capital Boulevard to Rogers Road

Concept B: Full Optimization

Recommendations for a full redesign include:

- Parallel parking to enhance local business access,
- Separated bike lanes for bicyclist safety,
- Wide sidewalks on both sides, enhancing pedestrian accessibility, and
- Like A, B also recommends narrowing lanes to 11' wide and installing planted medians to prevent dangerous and unpredictable turn movements.

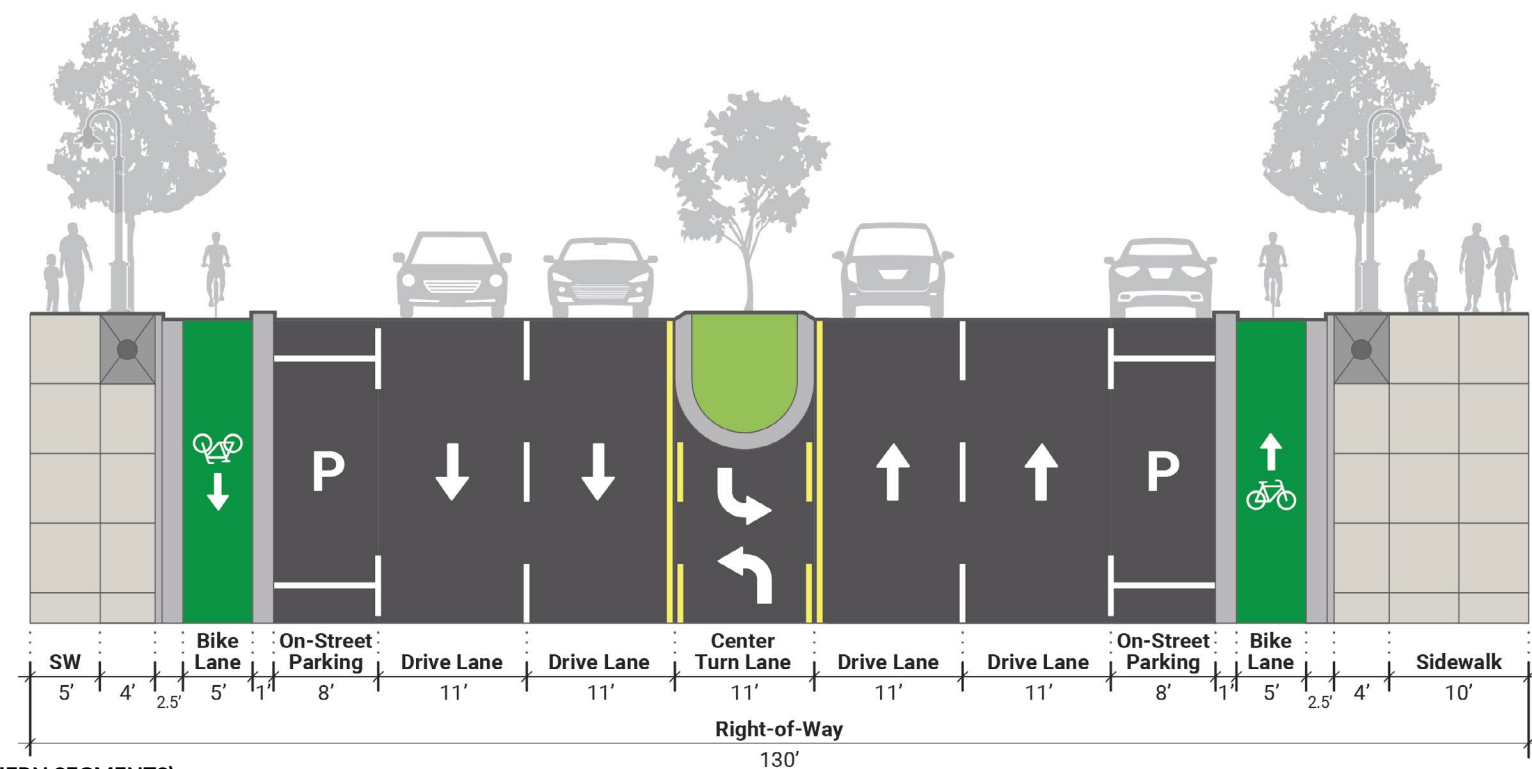
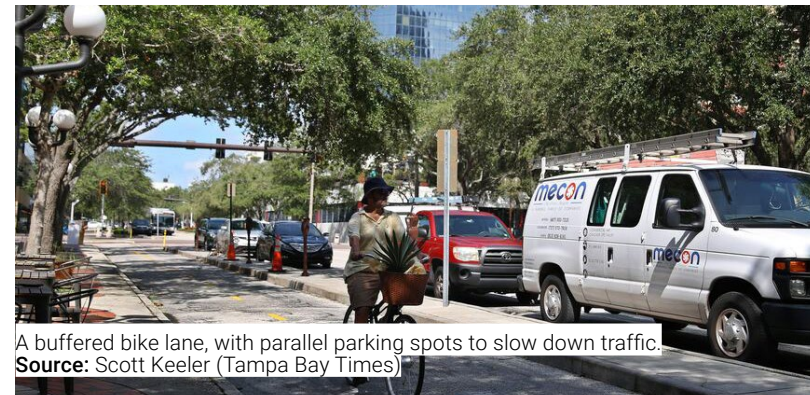
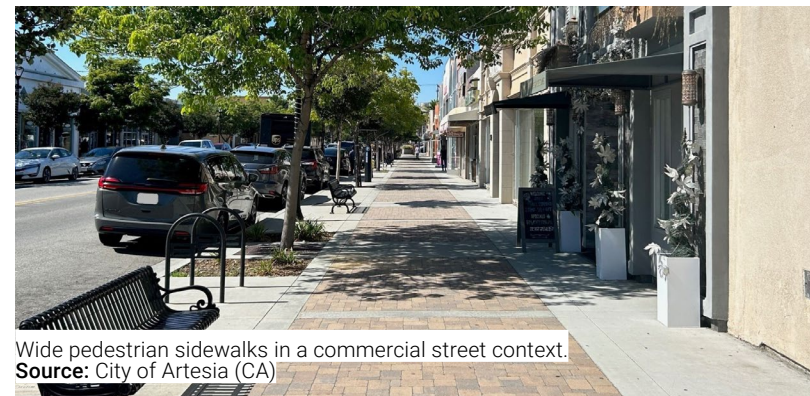


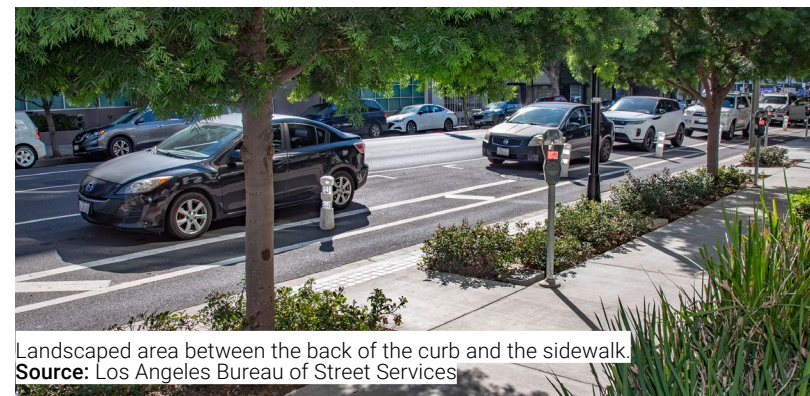
FIGURE 4-E
PROPOSED CROSS-SECTIONS (NORTHERN AND SOUTHERN SEGMENTS)



A buffered bike lane, with parallel parking spots to slow down traffic.
Source: Scott Keeler (Tampa Bay Times)



Wide pedestrian sidewalks in a commercial street context.
Source: City of Artesia (CA)



Landscaped area between the back of the curb and the sidewalk.
Source: Los Angeles Bureau of Street Services



Planted median with street trees to provide shade and visually narrow the roadway.
Source: Savino Miller Design Studio

DESIGN CRITERIA

Design criteria consist of guidelines and specifications that a design must meet. They are the “what” and “why” of the design process, providing a framework for what needs to be achieved. Their primary purpose is to set clear, measurable goals and limitations that guide the design process.

For the proposed redesign of the South Main Street corridor, four key criteria have been defined to address both present and anticipated challenges:

- **Safety:** Does the design make South Main Street safer for all users?
- **Bicycle & Pedestrian:** Does the design enhance the experience and usability of the corridor for biking and walking?
- **Capacity:** How does the design impact the surrounding natural and built environment?
- **Impacts:** How does the design impact traffic flow and capacity on South Main Street?

These criteria inform the development of design alternatives that enhance safety, promote active transportation, optimize traffic flow, and minimize adverse impacts on the community and environment.

"Cars speed way too fast here to beat the light (@ NC 98)"

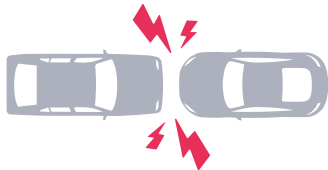
"Cannot bike to Wegmans"

"There needs to be traffic control near Walmart entrance (signalized)"

- Public Feedback Comments

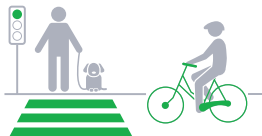
SAFETY

Evaluates whether the design contributes to a safer environment for all corridor users.



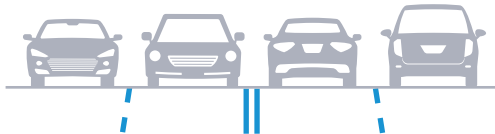
BICYCLE & PEDESTRIAN

Assesses the design's effectiveness in improving the corridor's functionality and appeal for bicyclists and pedestrians.



CAPACITY

Considers the design's impact on traffic flow and overall capacity of South Main Street.



IMPACTS

Examines the potential effects of the design on the local natural and built environments.



DESIGN ELEMENTS

Design elements are the “how” of the design process, focusing on the creation and composition of the design itself. As part of the approach towards concept development, the design team selected specific design elements that will be used to realize these concepts.

Feedback from residents, stakeholders and team members at this stage helped make adjustments to these elements, so that the outcome of this iterative process gives way to a full concept design.

ROUNDBABOUTS

Modern roundabouts accommodate large vehicles, including fire trucks and ambulances, without causing delays, featuring:

- **Aprons:** Provide traversable sections for large vehicles to pass over.
- **Design Vehicle Standards:** Accommodate large truck turning radii within the roundabout's dimensions.
- **Curb-to-Curb Width:** Widen entrance and exit curb widths for easier navigation.
- **Roll Curbs:** Facilitate transition from roadway to apron with sloped curbs.

Compared to signalized intersections, roundabouts offer:

- **Continuous Traffic Flow:** Avoid complete vehicle stops by yielding at entry.
- **Traffic Calming:** Reduce entry speeds to between 15 and 20 mph, improving safety.
- **Predictable Movement:** Minimize severe collision types with counterclockwise flow.



Example of a roundabout.



Roundabouts can accommodate large trucks.



Aerial view of a roundabout design.

HIGH-QUALITY INTERSECTIONS

To improve pedestrian and bicyclist crossings on South Main Street:

- **Curb Extensions:** Shorten crossing distances and provide green infrastructure opportunities, like stormwater curb extensions.
- **High-Visibility Crosswalks:** Improve visibility and potentially reduce pedestrian crashes by up to 40%, according to Federal Highway Administration (FHWA) studies.
- **Pedestrian Refuge Islands:** Offer a safe midway point for crossing wider intersections.



Example of a high-quality intersection.

SEPARATED BIKE FACILITIES

Feedback highlighted a preference for separation from traffic:

- **Separated Bike Lanes:** Use curbing or parked cars to horizontally and vertically separate bicyclists from traffic, enhancing safety.
- **Sidepath:** Combine bikeway and walkway for bicyclists and pedestrians, raising them above street level.
- **Intersection Treatments:** Enhance visibility with green paint and markings for bike lanes; sidepaths allow bicyclists and pedestrians to share crosswalks.



Example of a separated bike lane at an intersection.

URBAN TREE CANOPY

Trees along South Main Street serve multiple purposes:

- **Traffic Calming:** Serve as vertical elements and perceived enclosure slow vehicle speeds.
- **Cooling Effect:** Provide shade that can significantly reduce surface temperatures, cooling the area.
- **Stormwater Management:** Absorb excess stormwater through the roots, reducing runoff.
- **Enhanced Safety:** Provide a buffer between pedestrians/bicyclists and vehicular traffic, improving overall safety and experience.



Example of a tree-lined typical street.

ENHANCED ACCESSIBILITY IMPROVEMENTS

To provide an inclusive and accessible experience for all users:

- **Universal Design Principles:** Apply universal design principles to ensure transportation infrastructure accommodates all users, including elderly individuals and those with disabilities.
- **Ensure American with Disabilities Act (ADA) Compliance:** Make all infrastructure compliant with ADA, including accessible sidewalks and crossings.



Example of an ADA-compliant curb ramp.

GREEN INFRASTRUCTURE FOR STREETS

To enhance transportation supportive sustainability and resilience efforts:

- **Bioswales and Rain Gardens:** Incorporate bioswales and rain gardens along streets to manage stormwater, improve water quality, and enhance the aesthetic appeal of transportation corridors.
- **Permeable Surfaces:** Increase use of hardscape materials in paved areas used for walking or parking that are permeable allowing for better management of stormwater on site.



Example of a bioswale integrated into a suburban street.



Example of permeable pavers in a pedestrian-friendly streetscape.
Source: Unilock



Example of rain gardens planted with native plants.
Source: Ballard Green Streets Project



Participants during the first Open House event.



Existing conditions on the corridor.



Participants providing feedback on the corridor design during the second Open House event.

CONCEPT DESIGN

This section introduces two, high-level concept design alternatives for the South Main Street corridor, offering strategies focused on access management, intersection improvements, and enhanced multi-modal connectivity. Leveraged from previous data analysis and community feedback, each of these two distinct concept designs is crafted to address the challenges identified along the corridor effectively.

The following pages will show a more detailed exploration of these proposed design alternatives, laying the groundwork for the future development of detailed engineering plans once a preferred design is selected and the necessary funding is secured.

WHAT WE LOOKED AT:

- Concept A: Partial Optimization
- Concept B: Full Optimization
- Ligon Mill Road Intersection
- Rogers Road Intersection
- Forbes Road Roundabout
- Cimarron Parkway Roundabout
- Forestville Road Roundabout

Corridor Concept Design Options: Visualize these designs on Fig. 4-F and Fig. 4-L ➡

CONCEPT A: PARTIAL OPTIMIZATION

Concept A focuses on optimizing the existing roadway within the current right-of-way boundaries to enhance South Main Street's overall functionality. By leveraging the public land surrounding the corridor, this concept minimizes the need for extensive right-of-way acquisitions, making strategic use of the available space. Despite its constraints, Concept A ambitiously addresses the corridor's existing challenges by incorporating new multi-use paths, roundabouts, enhanced crosswalks, and medians enriched with a lush tree canopy. This approach maintains the current

roadway configuration—five lanes in the southern segment and three lanes in the northern segment—while introducing a central median that, in specific sections, transitions to a center turning lane or dedicated left-turn lanes near key intersections. This median enhances pedestrian safety and provides opportunities for greenery, contributing to the corridor's aesthetic appeal. The design also proposes a reduction in vehicle lane widths from 12-13 feet to 11 feet, a measure intended to calm traffic and improve vehicular safety.

Sidewalks are widened on one side, complemented by a sidepath on the opposite side, with both flanked by a 5-foot planting strip that acts as a buffer between pedestrians, bicyclists, and vehicular lanes. While preserving its car-centric characteristics, Concept A introduces significant improvements for pedestrian and bicyclist safety, promoting incremental changes that refine rather than redefine the street's identity.

BY THE NUMBERS



1.9 Miles of continuous sidepath



457 Added street trees



4 New roundabouts to reduce vehicle speeds



Southern Section: US-1/Capital Blvd to Rogers Rd
South Main Street: Proposed 5-Lane Section



Northern Section: Rogers Rd to 98 Bypass
South Main Street: Proposed 3-Lane Section



Conceptual only: not for construction.

CONCEPT A: LIGON MILL ROAD INTERSECTION

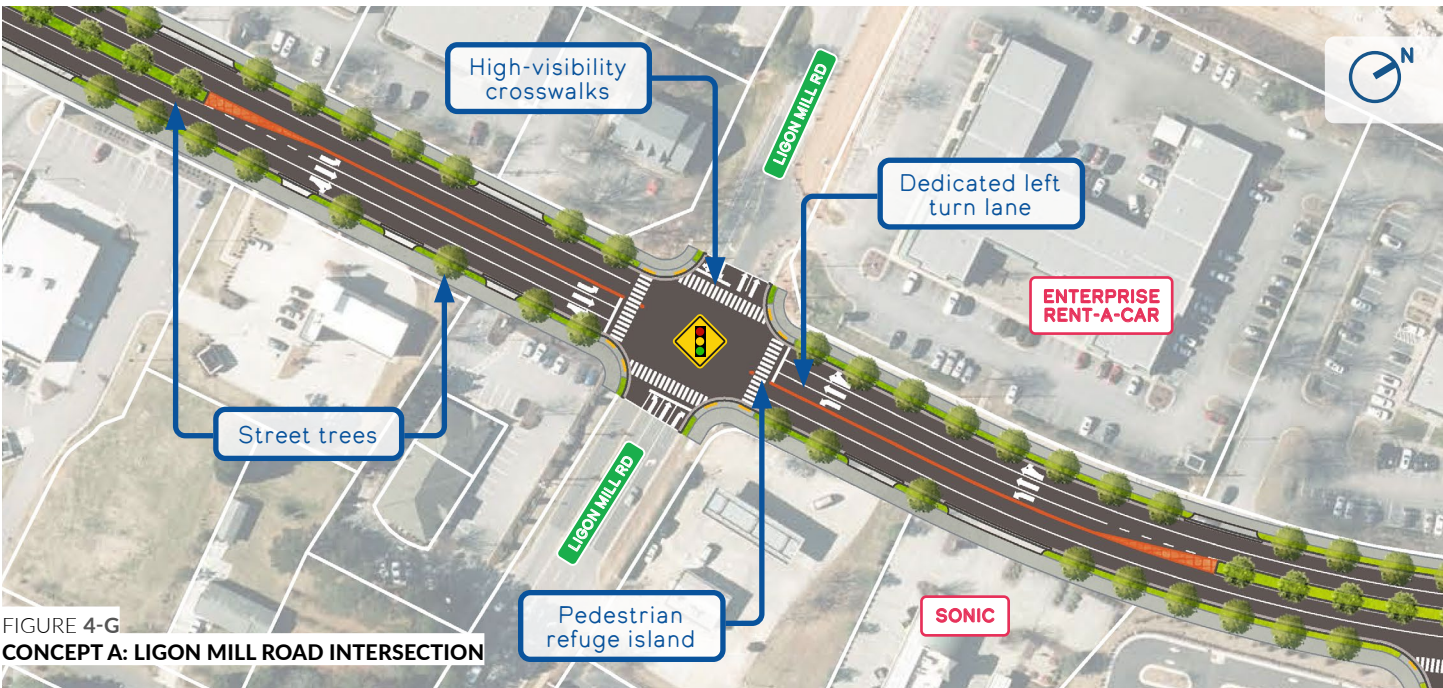
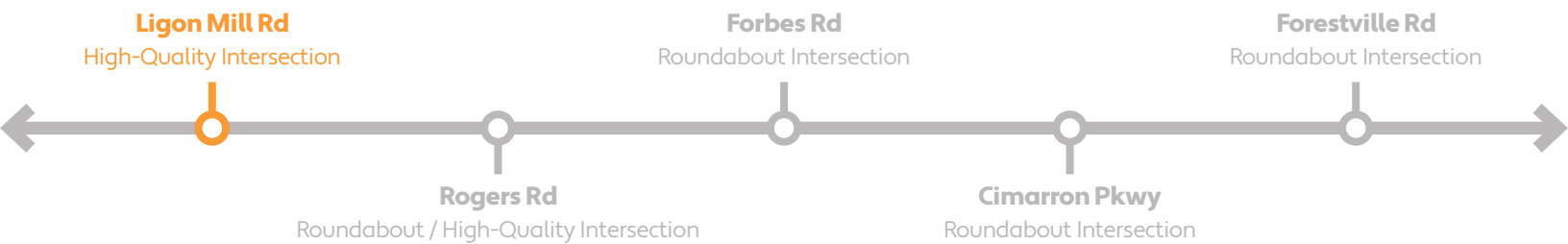


FIGURE 4-G
CONCEPT A: LIGON MILL ROAD INTERSECTION

RECOMMENDATIONS

- **Cross-Section:** Four-lane divided/five-lane section, with median islands where indicated.
- **Lane Width:** 11 ft travel lanes.
- **Bike Facilities:** Continuous 12 ft sidepath on one side (northbound), with a 5.5 ft planting strip buffer.
- **Pedestrian Facilities:** Continuous sidewalks (minimum 8 ft width) along southbound side, with a 5.5 ft planting strip buffer. High-visibility crosswalks with a narrow pedestrian refuge island.
- **Traffic Calming/Speed Management:** 11 ft wide center median island to reduce speeds and allow for left turn movements as it approaches intersection.
- **Streetscaping & Lighting:** Street trees planted in accordance with NCDOT Guidelines for Planting within Highway Right-of-Way, and pedestrian-level lighting. Small canopy street trees proposed for the center median.
- **Other Features:** ADA-compliant curb ramps at all approaches.

SNAPSHOT: 5-LANE SECTION (BETWEEN LIGON MILL RD & ROGERS RD)



Existing 5-Lane Section along South Main Street.

This segment of the corridor envisions a transformation of the southern section of South Main Street from the existing five-lane section to a proposed four-lane divided/five-lane section with median islands that allow for turning movements in key access areas.

The proposed design includes a continuously buffered sidewalk and a sidepath, further enhancing the public realm and creating walking-friendly environments through the integration of street trees, landscaping, and quality streetscapes to bring multiple benefits that extend well beyond simply improving pedestrian safety.



Proposed 5-Lane Section along South Main Street (Photosim).

CONCEPT A: ROGERS ROAD INTERSECTION

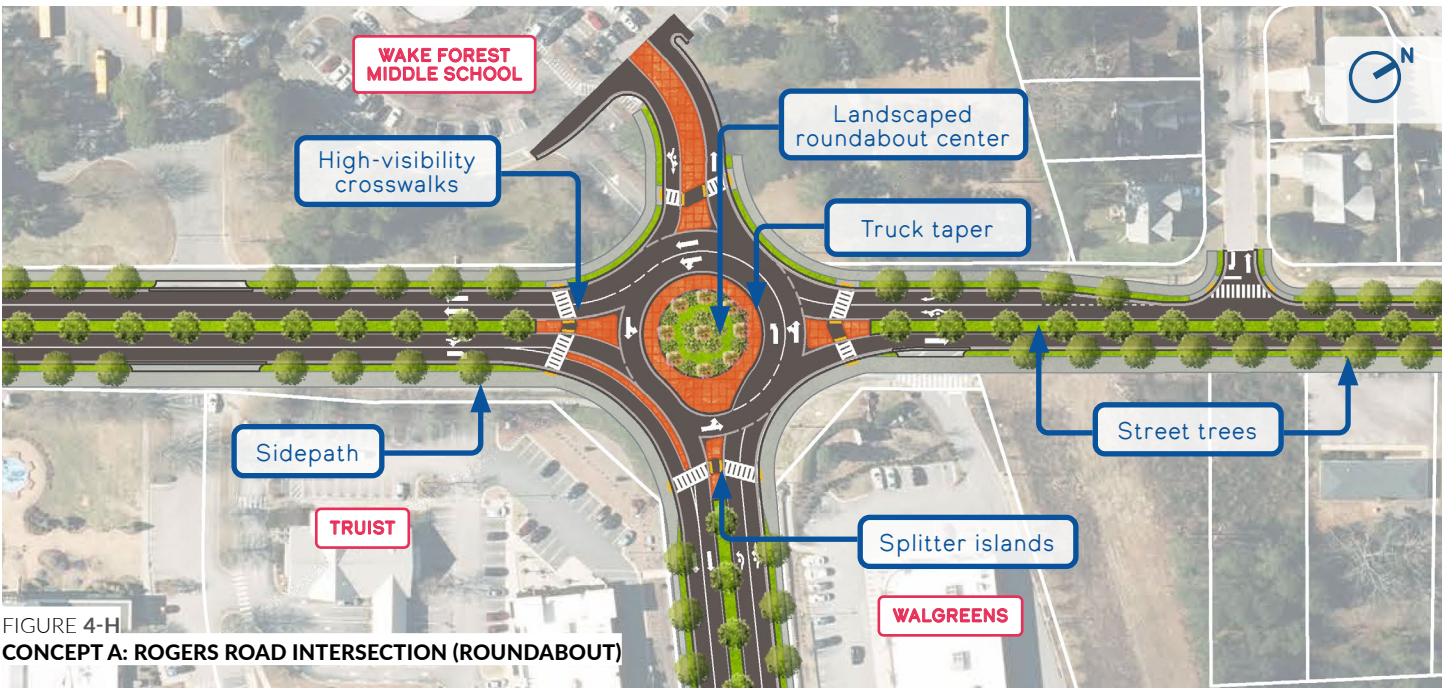
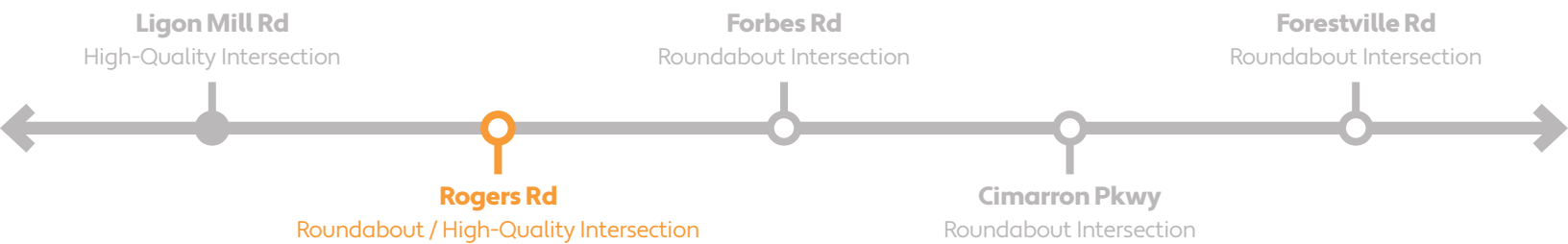


FIGURE 4-H
CONCEPT A: ROGERS ROAD INTERSECTION (ROUNDAABOUT)

RECOMMENDATIONS

- **Cross-Section:** Four-lane divided/five-lane section, with median islands where indicated. This treatment gives way to the roundabout intersection elements.
- **Lane Width:** 11 ft travel lanes.
- **Bike Facilities:** Continuous 12 ft sidepath on one side (northbound), with a 5.5 ft planting strip buffer. Bicyclists traveling through the roundabout will share sidewalk with pedestrians when crossing.
- **Pedestrian Facilities:** Continuous sidewalks (minimum 8 ft width) along southbound side. High-visibility crosswalks with splitter islands.
- **Traffic Calming/Speed Management:** Drivers travel counterclockwise around the central island, yielding to traffic already in the circle and to pedestrians and cyclists in crosswalks.
- **Streetscaping & Lighting:** Street trees and pedestrian-level lighting before the roundabout. Landscaped roundabout center.
- **Other Features:** ADA-compliant curb ramps at all approaches. Truck apron around the central island to allow for turning movements.

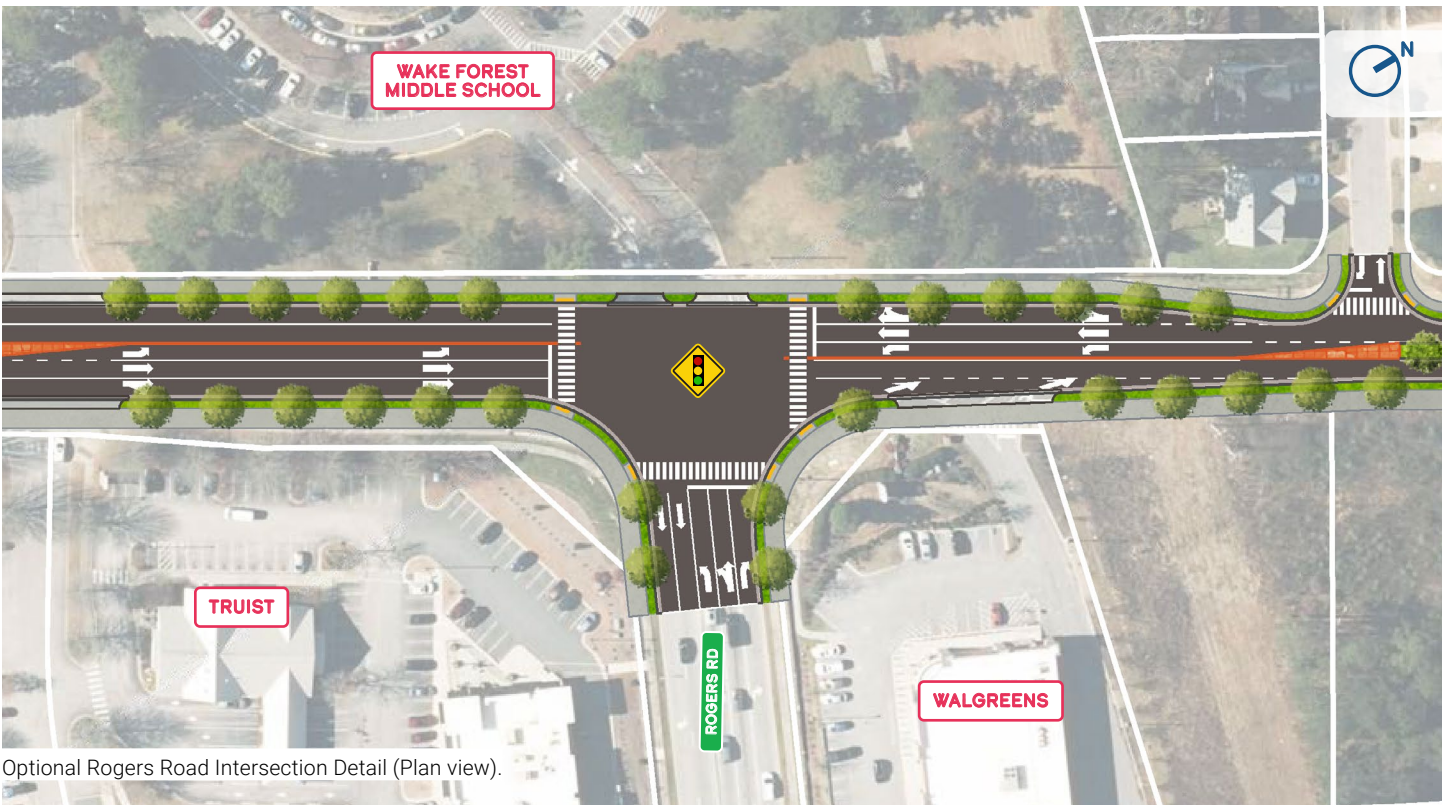
SNAPSHOT: OPTIONAL ROGERS RD INTERSECTION ALTERNATIVE



Existing view of Rogers Road Intersection, looking towards the Middle School.

Two primary redesign alternatives have been considered: the introduction of a roundabout, as depicted in **Figure 4-H**, versus a traditional signalized intersection, illustrated below. Roundabouts are known to reduce the incidence of high-speed collisions and serious injuries by allowing a continuous, slower traffic flow and reducing vehicular conflict points. Conversely, even with enhanced signal timing, traditional intersections often grapple with the risk of right-angle and left-turn accidents.

Although roundabouts need considerable space, traditional intersections tend to be more familiar to drivers and might be perceived as simpler to navigate, especially by those who are unfamiliar with roundabouts.



Optional Rogers Road Intersection Detail (Plan view).

Note: Alignment in this section does not reflect final engineering design. Final design subject to further review.

CONCEPT A: FORBES ROAD INTERSECTION

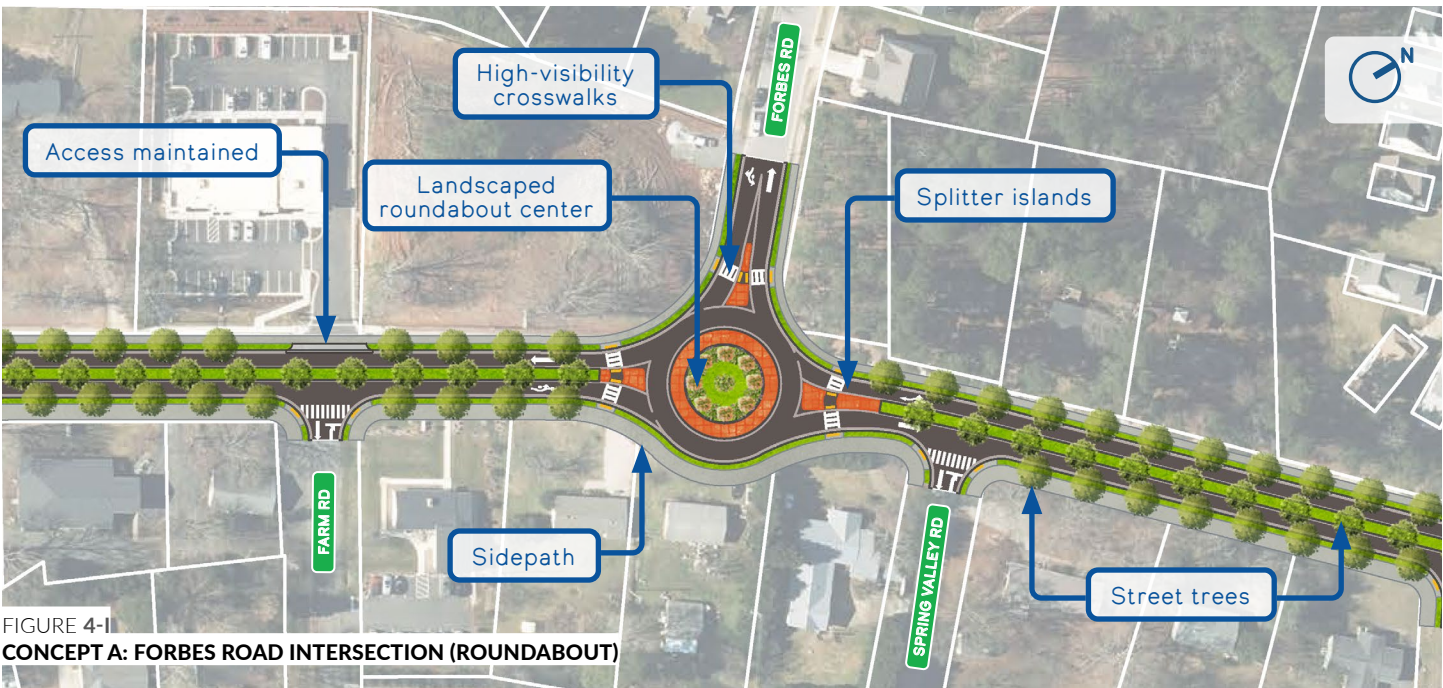
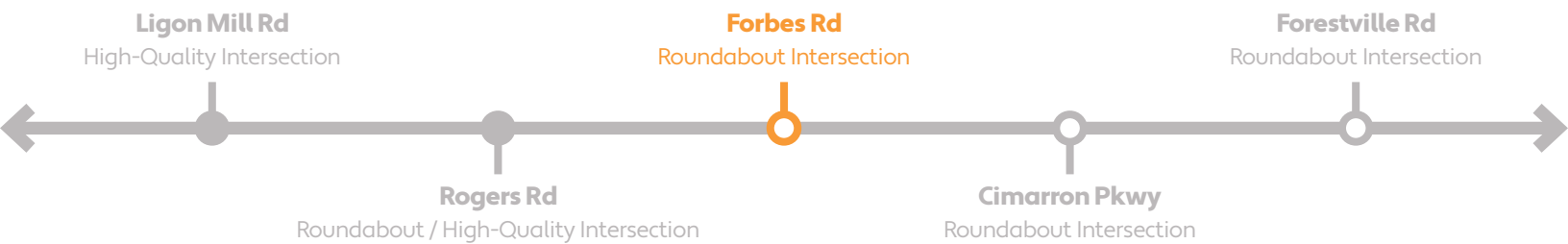


FIGURE 4-1
CONCEPT A: FORBES ROAD INTERSECTION (ROUNDBOUT)

RECOMMENDATIONS

- **Cross-Section:** Two-lane divided/three-lane section, with median islands. This treatment gives way to the roundabout intersection elements.
- **Lane Width:** 11 ft travel lanes.
- **Bike Facilities:** Continuous 12 ft sidepath on one side (northbound), with a 5 ft planting strip buffer. Bicyclists can use sidepath following same rules as pedestrians, crossing at designated crosswalks.
- **Pedestrian Facilities:** Continuous sidewalks (minimum 6 ft width) along southbound side. High-visibility crosswalks to be easily noticeable by drivers.
- **Traffic Calming/Speed Management:** Single-lane configuration encourages a steady but slower pace that facilitates safer merges and turns, efficiently managing varying volumes of traffic and easing congestion during peak travel times.
- **Streetscaping & Lighting:** Landscaped central island that can include low-height shrubs, flowers, and groundcovers. LED lighting fixtures recommended.
- **Other Features:** ADA-compliant curb ramps at all approaches. Truck apron around the central island to allow for turning movements.

SNAPSHOT: FORBES RD ROUNDBOUT



Existing Forbes Road & South Main Street intersection (aerial).

The proposed redesign for the Forbes Road intersection features a single-lane, three legged roundabout. This type of roundabout features a single circulating lane around a landscaped central island and three approaches (or legs).

This treatment aims to simplify entry and exit decisions for drivers, reducing the potential for collisions. Entry points are gently curved to slow incoming traffic, promoting safety as vehicles merge into the circular flow. This configuration also supports pedestrian and bicyclist movements through clearly defined crosswalks and paths.



Proposed Forbes Road & South Main Street roundabout (aerial render).

CONCEPT A: CIMARRON PARKWAY INTERSECTION

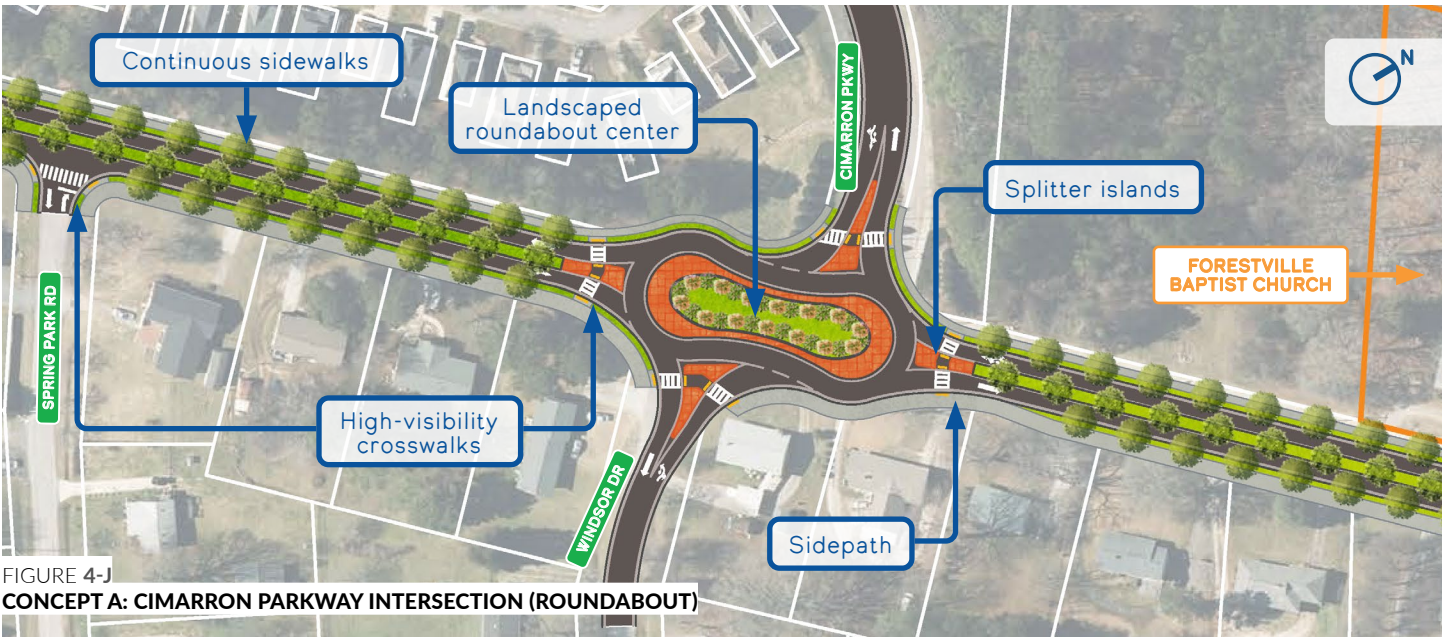
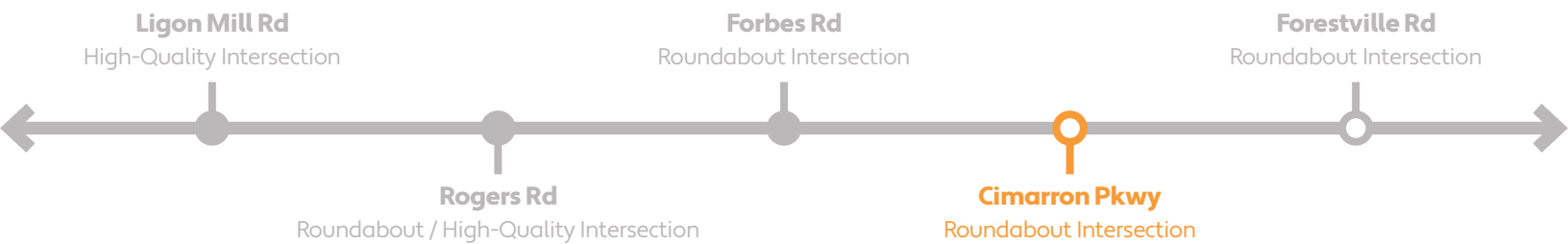
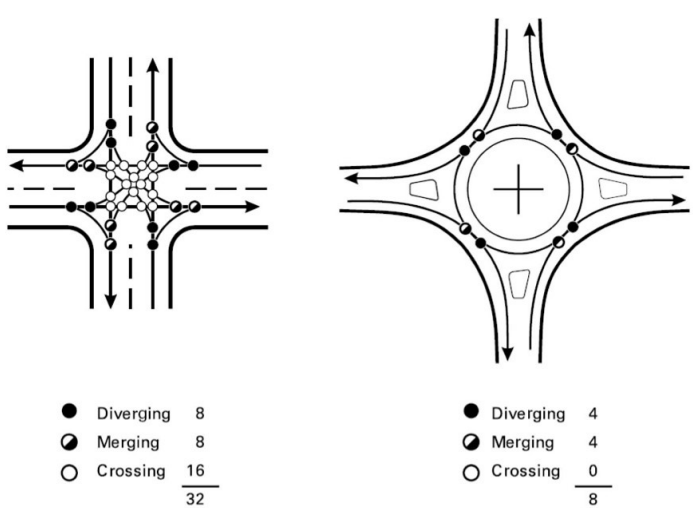


FIGURE 4-J
CONCEPT A: CIMARRON PARKWAY INTERSECTION (ROUNDAABOUT)

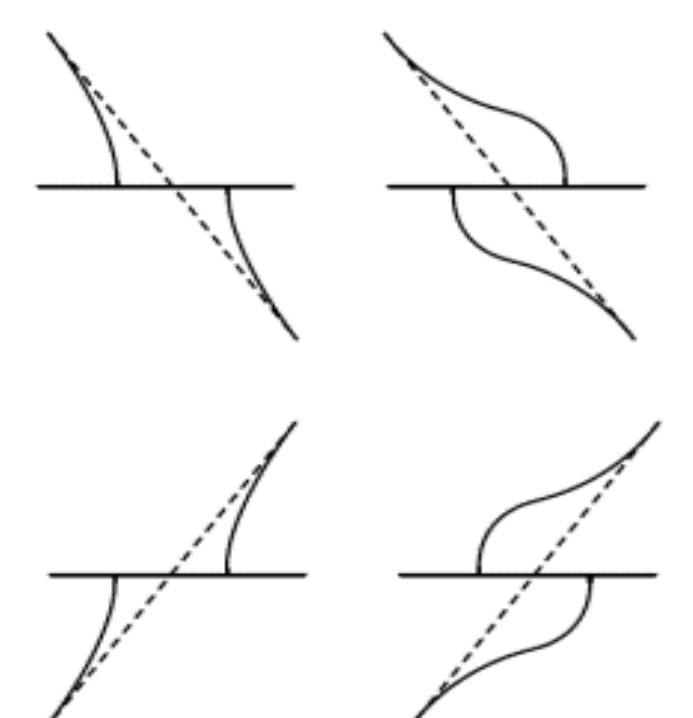
RECOMMENDATIONS

- **Cross-Section:** Two-lane divided/three-lane section, with median islands.
- **Lane Width:** 11 ft travel lanes.
- **Bike Facilities:** Continuous 12 ft sidepath on one side (northbound), with a 5 ft planting strip buffer before the Windsor Drive crossing.
- **Pedestrian Facilities:** Continuous sidewalks (minimum 6 ft width) along southbound side. High-visibility crosswalks and splitter islands at each approach provide safety refuge to reduce crossing distance.
- **Traffic Calming/Speed Management:** Roundabouts are effective at slowing traffic while maintaining flow and minimizing delay. The proposed peanut roundabout addresses the unsafe offset of side streets, essentially blending two intersections into a single roundabout.
- **Streetscaping & Lighting:** Landscaping and decorative paving materials (bricks, stamped concrete or cobblestones) to provide durable surfaces. Bollard lights or other lower-height fixtures can provide illumination without contributing to light pollution in this mostly residential segment.
- **Other Features:** ADA-compliant curb ramps at all approaches.

SNAPSHOT: PEANUT ROUNDAABOUTS



Skewed Roadway and Roundabout Conflict Points Comparison.



Geometric Realignment of Skewed Roadways.

Roundabouts bring together two or more crossing roadways along a shared circular roadway, not only moving vehicular traffic in the same direction, but also at similar speeds. This results in significant reduction in conflict points and collision severity at those points. Whereas a traditional 4-way, signalized intersection has 32 conflict points, a roundabout in the same location only has 8 conflict points – including 0 crossing (the most dangerous) conflict points:

Skewed intersections are exceptionally dangerous. They require drivers to contort their bodies to judge on-coming traffic, divert drivers' vision and attention from their intended direction of travel, allow higher turning movement speeds, and create longer crossing distances for pedestrians. By connecting two consecutive roundabouts, peanut roundabouts address both safety and intersection operation.

- Horizontal curves on the primary route reduces the speed of thru traffic.
- Offsetting entrance and exits for side streets reduces construction cost and property impacts.
- Vehicles are accommodated, but forced to lower speeds, improving bike and pedestrian safety.
- The unique design creates a landmark, defining the intersection and a neighborhood gateway.

When upfitting existing intersections, construction is always constrained by existing geometry. Realigning skewed roadways to intersect at perpendicular angles (into a “T” shape) increases safety but causes the crossings to become offset and create two 3-way intersections in rapid succession. This reduces the operational performance of the intersection.

CONCEPT A: FORESTVILLE ROAD INTERSECTION

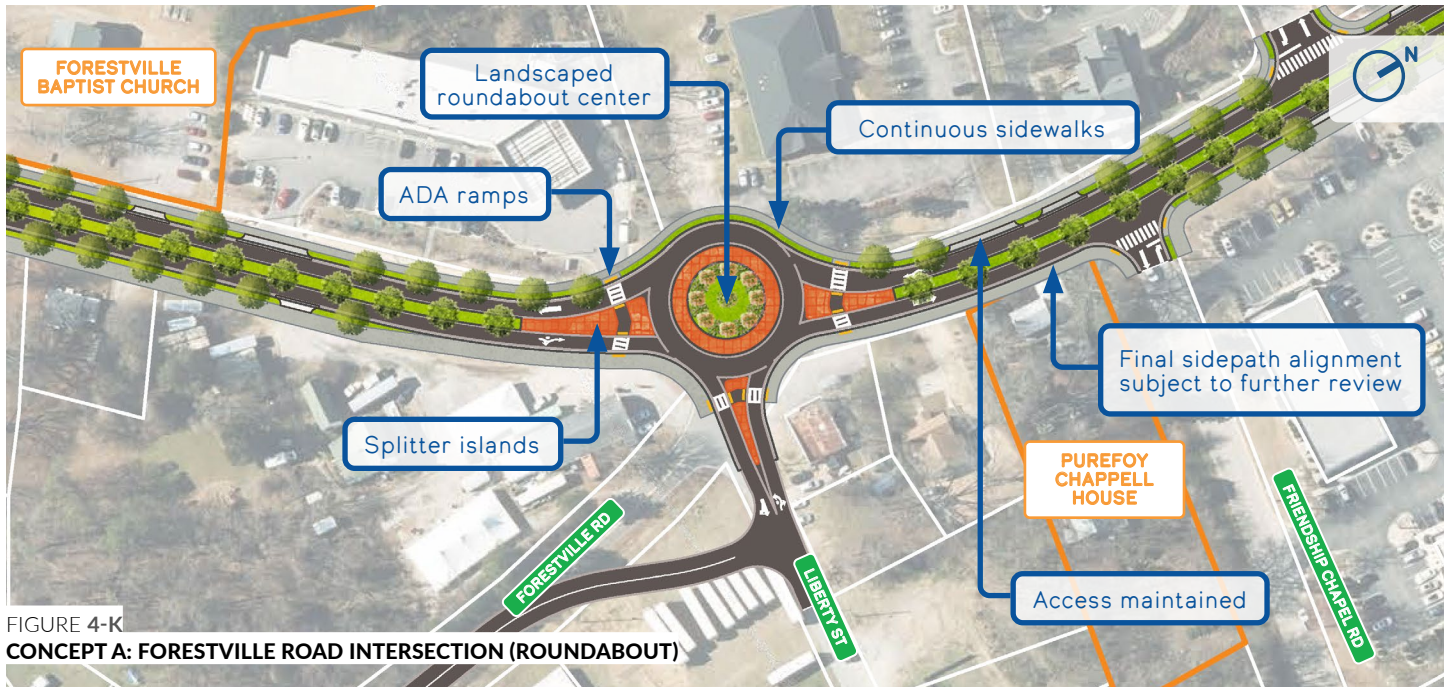
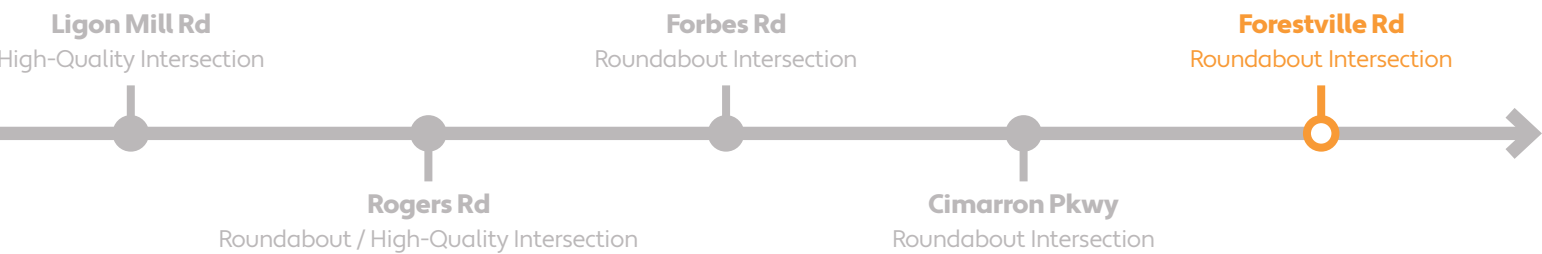


FIGURE 4-K
CONCEPT A: FORESTVILLE ROAD INTERSECTION (ROUNDAABOUT)

RECOMMENDATIONS

- **Cross-Section:** Two-lane divided/three-lane section, with median islands. This treatment gives way to the roundabout intersection elements.
- **Lane Width:** 11 ft travel lanes.
- **Bike Facilities:** Continuous 12 ft sidepath on one side (northbound), before the Liberty Street crossing and reduction to a 5 ft sidewalk for the segment before Friendship Chapel Road to accommodate for historic properties.
- **Pedestrian Facilities:** Continuous sidewalks (minimum 6 ft width) along southbound side.
- **Traffic Calming/Speed Management:** Increased safety due to lower speeds and fewer conflict points, reduced congestion, and enhanced aesthetics. Simplified traffic flow for drivers.
- **Streetscaping & Lighting:** Opportunity to incorporate public art into central island to celebrate local culture or history. Native and seasonal plantings recommended. Aesthetic lighting can be used to highlight landscaping and other features.
- **Other Features:** All hardscaping and landscaping features to comply with accessibility standards.

CONCEPT B: FULL OPTIMIZATION

Concept B: Full Optimization aims to fully transform South Main Street into a walkable, green gateway into the heart of Wake Forest, without being constrained by existing right-of-way boundaries. This ambitious concept suggests widening the right-of-way to 130 feet in the southern section and to 89 feet in the northern section of the corridor. It features a holistic enhancement of bicycle and pedestrian pathways, the introduction of roundabouts, high-visibility crosswalks, and medians filled with lush greenery. Additionally, it integrates green

infrastructure within curb bump-outs, significantly bolstering stormwater management while supporting local biodiversity, thereby infusing unique charm into the corridor. Concept B plans for 5-foot-wide bicycle lanes that are physically separated from vehicular lanes by barriers, such as a 1-foot monolithic curb adjacent to an on-street parking lane, or by differences in elevation. This includes curb-level 10-foot-wide sidepaths to provide safer navigation through roundabouts. It also proposes the expansion of sidewalks and the strategic placement of

on-street parking, which serves not only to facilitate access, but also to create an 8-foot-wide buffer zone enhancing safety for pedestrians and bicyclists. This buffer, positioned between the separated bicycle lanes or sidewalks and the roadway, also serves to calm traffic by creating a visual narrowing of the road. The thoughtful incorporation of on-street parking provides designated areas for disabled vehicles and emergency services, aimed at reducing interruptions to traffic flow.

BY THE NUMBERS



305 On-street parking spots



434 Added street trees



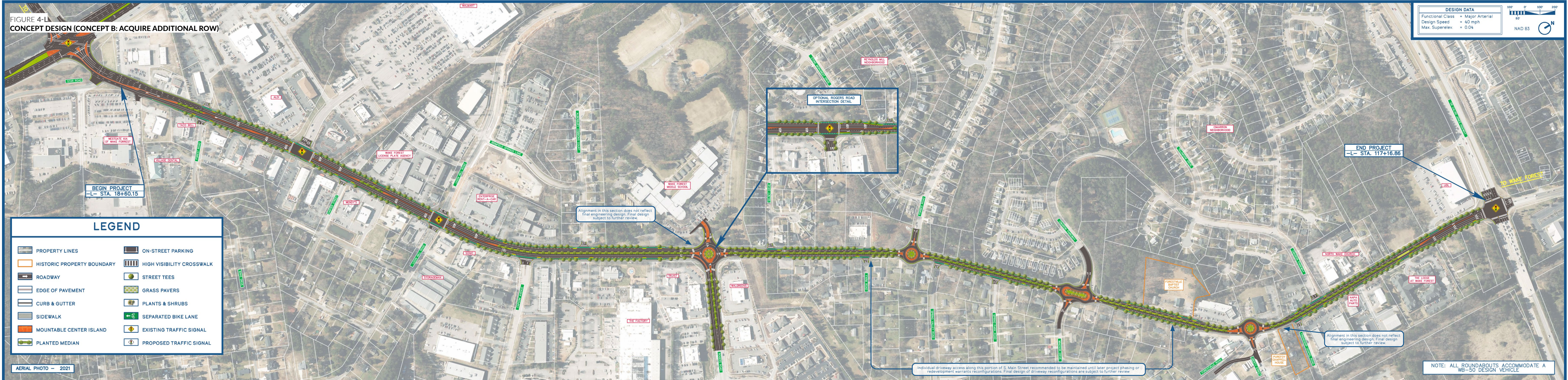
3.8 Miles of new separated bike lanes



Southern Section: US-1/Capital Blvd to Rogers Rd
South Main Street: Proposed 5-Lane Section



Northern Section: Rogers Rd to 98 Bypass
South Main Street: Proposed 3-Lane Section



Conceptual only: not for construction.

CONCEPT B: LIGON MILL ROAD INTERSECTION

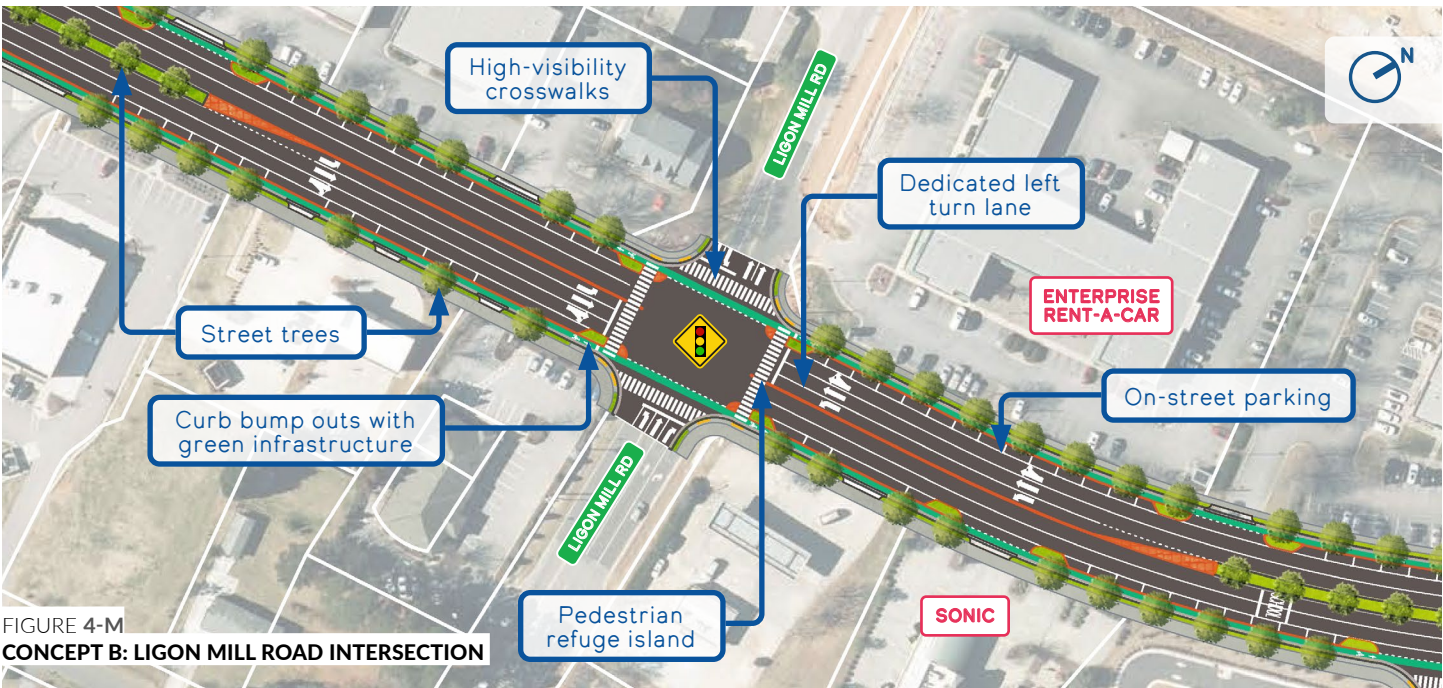
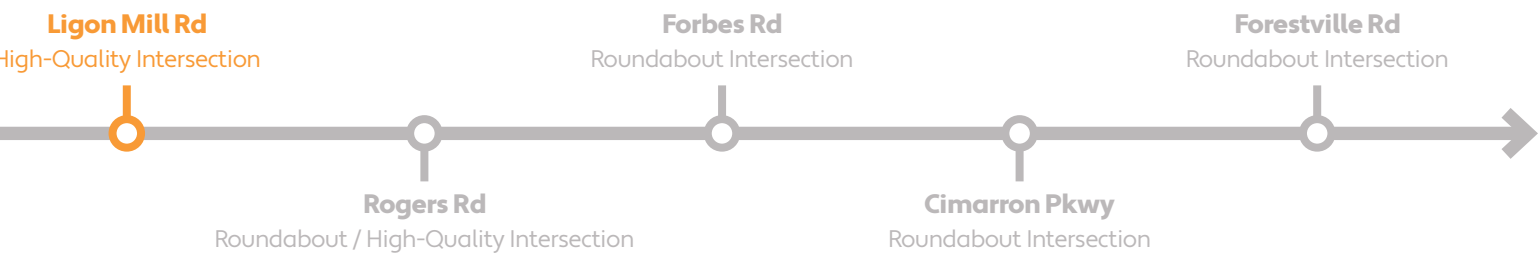


FIGURE 4-M
CONCEPT B: LIGON MILL ROAD INTERSECTION

RECOMMENDATIONS

- **Cross-Section:** Four-lane divided/five-lane section, with median islands where indicated. On-street parking (8 ft wide) on both sides.
- **Lane Width:** 11 ft travel lanes.
- **Bike Facilities:** Continuous 5 ft separated bike lanes with a 1 ft wide curb between the bike lane zone and on-street parking for both sides of the road.
- **Pedestrian Facilities:** Continuous sidewalks (10 ft wide along northbound side and 5 ft wide on southbound side), with a 4 ft planted or brick pavers buffer. High-visibility crosswalks on all sides of intersection.
- **Traffic Calming/Speed Management:** 11 ft wide center median island to reduce speeds and allow for left turn movements as it approaches intersection.
- **Streetscaping & Lighting:** Street trees every 20 feet line both sides of the roadway on the planting strip buffer, and pedestrian-level lighting. Smaller street trees proposed for the center median.
- **Other Features:** ADA-compliant curb ramps. Green infrastructure integrated into curb bump outs to enhance pedestrian safety and manage stormwater.

SNAPSHOT: LIGON MILL RD INTERSECTION



For the area around the Ligon Mill Road intersection, public feedback highlighted a strong desire for improved and expanded sidewalks, bike lanes, and paths that are safely separated from vehicular traffic. Featuring separated 5 ft bike lanes on each side of the road, buffered by a 1 ft raised curb and adjacent to on-street parking the proposed redesign for this section includes more walkable and bike-friendly environments that encourage active transportation and recreation. Additionally, curb bump outs integrated with green infrastructure serve to enhance pedestrian safety and manage stormwater more effectively. These considerations aim to support a more resilient and ecologically friendly urban environment.



CONCEPT B: ROGERS ROAD INTERSECTION

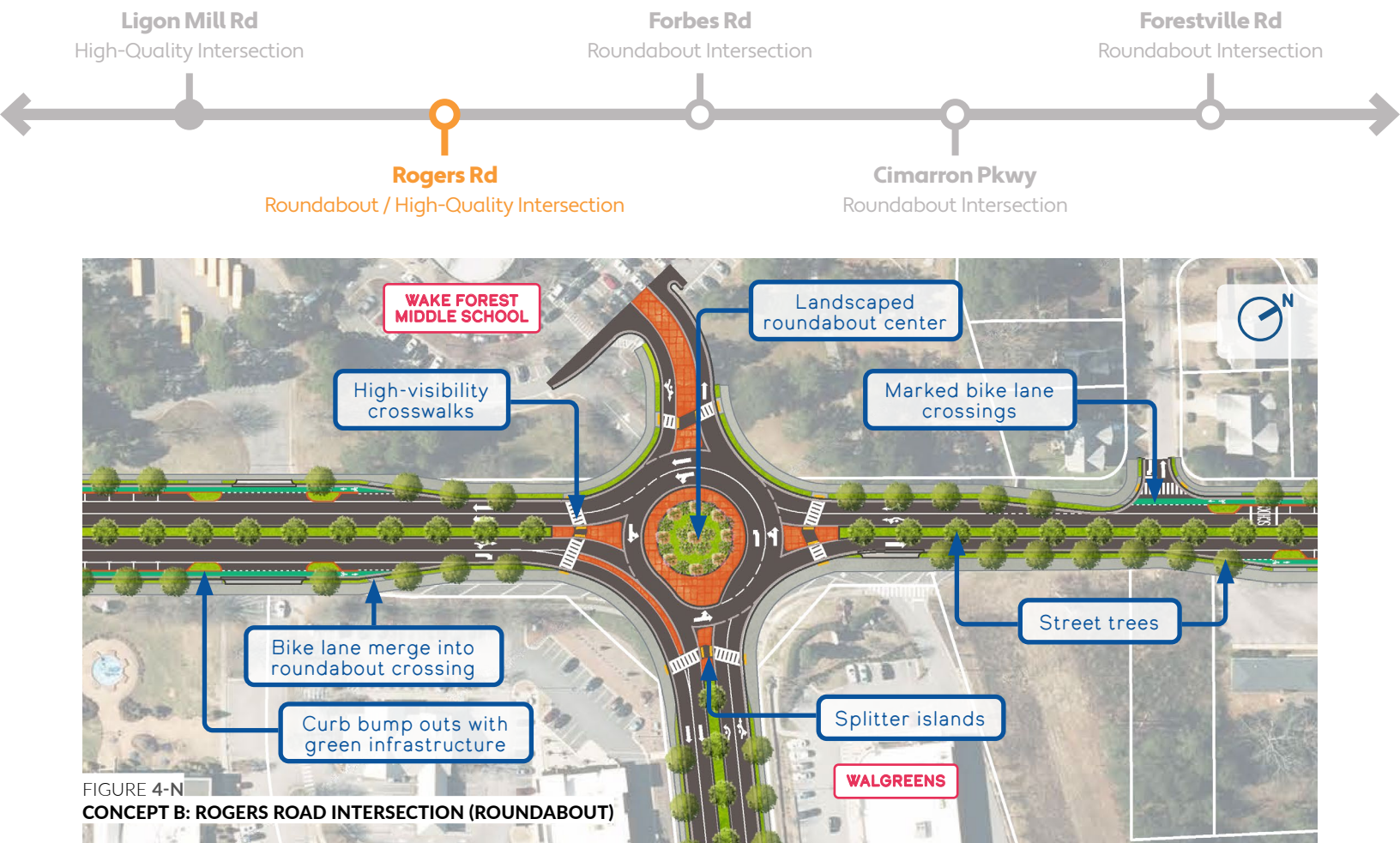


FIGURE 4-N
CONCEPT B: ROGERS ROAD INTERSECTION (ROUNDBOUT)

RECOMMENDATIONS

- **Cross-Section:** Four-lane divided/five-lane section, with median islands where indicated. This treatment gives way to the roundabout intersection elements.
- **Lane Width:** 11 ft travel lanes.
- **Bike Facilities:** Continuous 5 ft separated bike lanes with a 1 ft wide curb for both sides of the road. Bicyclists traveling through the roundabout will share sidewalk with pedestrians when crossing.
- **Pedestrian Facilities:** Continuous sidewalks (10 ft wide along northbound side and 5 ft wide on southbound side), with a 4 ft planted or brick pavers buffer. High-visibility crosswalks with splitter islands.
- **Traffic Calming/Speed Management:** Drivers travel counterclockwise around the central island, yielding to traffic already in the circle and to pedestrians in crosswalks.
- **Streetscaping & Lighting:** Street trees and pedestrian-level lighting before the roundabout. Landscaped roundabout center.
- **Other Features:** ADA-compliant curb ramps at all approaches. Truck apron around the central island to allow for turning movements. Green infrastructure integrated into curb bump outs.

SNAPSHOT: DIRECT TRANSITION TO SIDEPATH BEFORE THE ROUNDBOUT (BIKE LANE MERGE)



Example of a bike lane transition into a sidewalk or sidepath.
Source: Maricopa Association of Governments

Navigating roundabout efficiently and safely with a combination of bike lanes and sidepaths requires careful design to accommodate all users while minimizing conflicts and maintaining flow. For the proposed Concept B redesign alternative, bike lanes can transition into a sidepath well before the roundabout. This design diverts bicyclists off the roadway, merging them with pedestrians on a shared path that circumnavigates the roundabout externally. This treatment aims to reduce conflicts between bicyclists and motor vehicles within the roundabout; as well as providing a clearer and safer route for bicyclists who may not be comfortable navigating the roundabout with motor traffic.



CONCEPT B: FORBES ROAD INTERSECTION

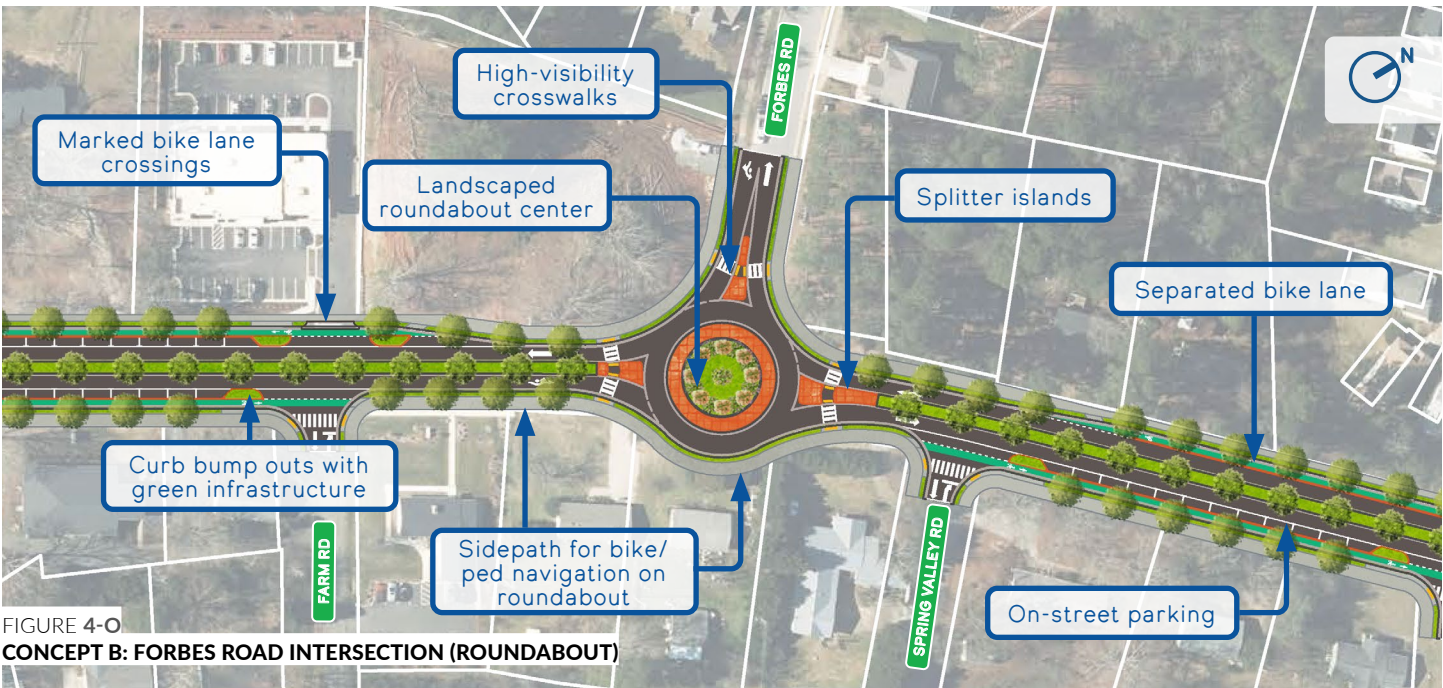
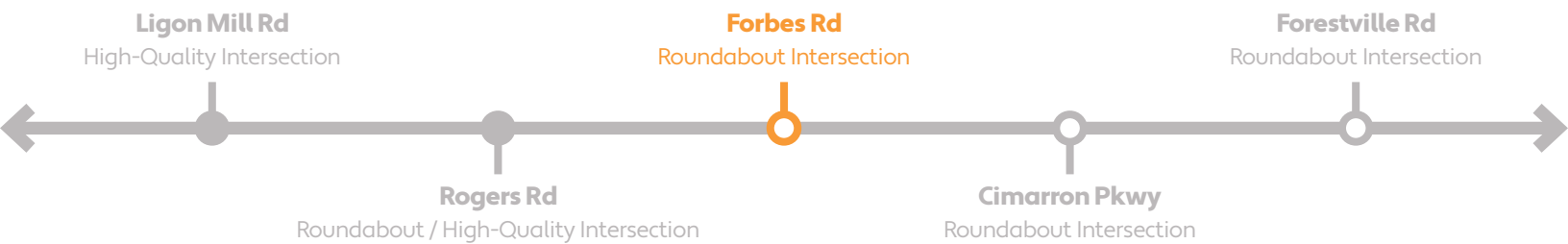


FIGURE 4-O
CONCEPT B: FORBES ROAD INTERSECTION (ROUNDAABOUT)

RECOMMENDATIONS

- **Cross-Section:** Two-lane divided/three-lane section, with median islands. This treatment gives way to the roundabout intersection elements.
- **Lane Width:** 11 ft travel lanes.
- **Bike Facilities:** Continuous 5 ft separated bike lanes with a 1 ft wide curb for both sides of the road. Bicyclists can use 10 ft sidewalk following same rules as pedestrians, to cross at designated crosswalks.
- **Pedestrian Facilities:** Continuous sidewalks (10 ft wide on both sides), with a 4 ft planted buffer. High-visibility crosswalks to be easily noticeable by drivers.
- **Traffic Calming/Speed Management:** Single-lane configuration encourages a steady but slower pace that facilitates safer merges and turns, efficiently managing varying volumes of traffic and easing congestion during peak travel times.
- **Streetscaping & Lighting:** Landscaped central island that can include low-height shrubs, flowers, and groundcovers. LED lighting fixtures recommended.
- **Other Features:** ADA-compliant curb ramps at all approaches. Truck apron around the central island to allow for turning movements.

SNAPSHOT: 3-LANE SECTION (BETWEEN ROGERS RD & FORBES RD)



Existing 3-Lane Section along South Main Street.

The act of walking or cycling in pleasant, tree-lined areas increases the likelihood of engaging in exercise routines. As such, in the northern segment of the corridor, the proposed two-lane divided/three-lane section with median islands, still allows for turning movements in areas identified as a priority to maintain access. Between the bike lane raised curb buffer and the on-street parking, there is a 9 ft of separation between the bike lanes and the road, further enhancing the level of protection for both bicyclists and pedestrians. These improvements seek to support a higher quality of life for residents, offering both immediate and long-term benefits for communities.



Proposed 3-Lane Section along South Main Street (Photosim).

CONCEPT B: CIMARRON PARKWAY INTERSECTION

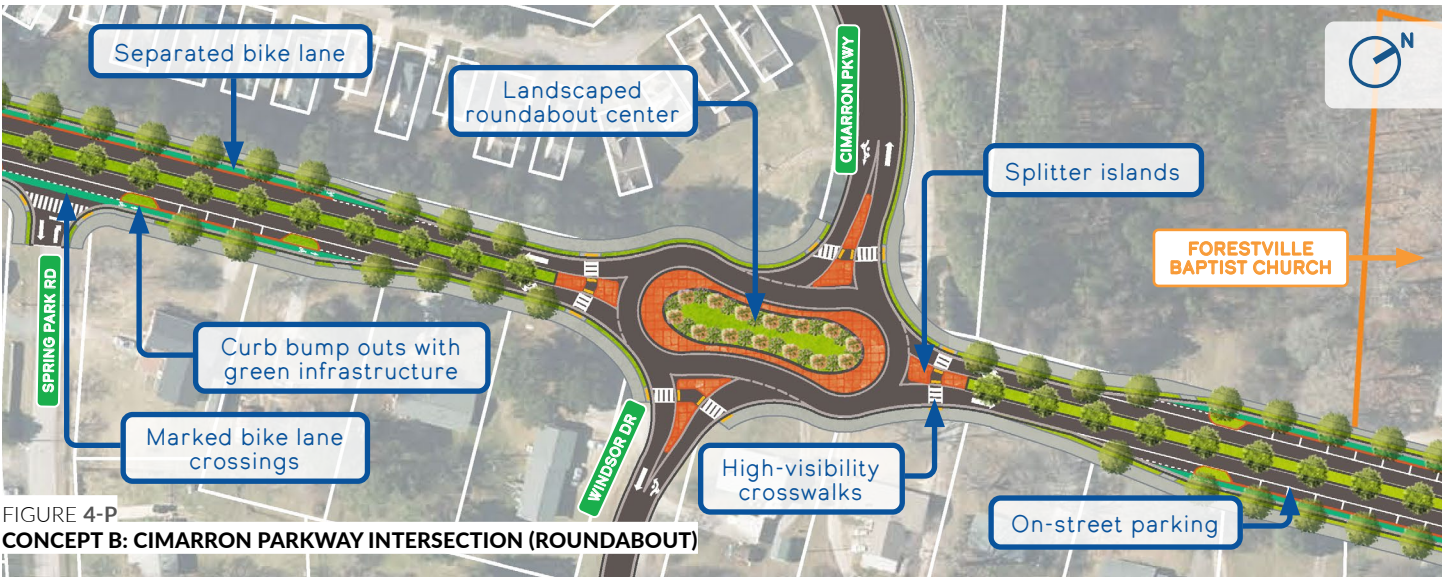
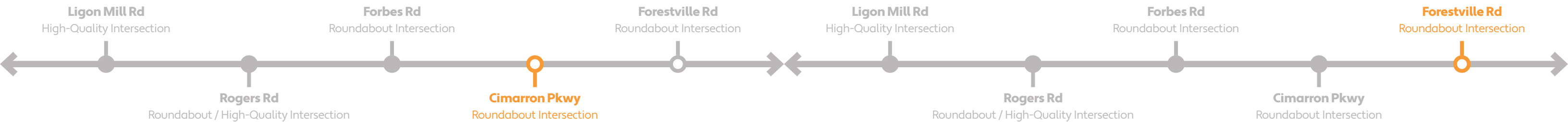


FIGURE 4-P
CONCEPT B: CIMARRON PARKWAY INTERSECTION (ROUNDAABOUT)

RECOMMENDATIONS

- **Cross-Section:** Two-lane divided/three-lane section, with median islands. On-street parking (8 ft wide) on both sides (ahead and past the intersection).
- **Lane Width:** 11 ft travel lanes.
- **Bike Facilities:** Continuous 5 ft separated bike lanes with a 1 ft wide curb for both sides of the road. Bicyclists can use 10 ft sidewalk following same rules as pedestrians, to cross at designated crosswalks.
- **Pedestrian Facilities:** Continuous sidewalks (10 ft wide on both sides), with a 4 ft planted buffer before the Windsor Drive crossing. High-visibility crosswalks.
- **Traffic Calming/Speed Management:** Roundabouts are effective at slowing traffic while maintaining flow, and minimizing delay. The proposed peanut roundabout is necessary because of the offset intersections, essentially blending two roundabouts into one.
- **Streetscaping & Lighting:** Landscaping and decorative paving materials (bricks, stamped concrete or cobblestones) to provide durable surfaces. Bollard lights or other lower-height fixtures can provide illumination without contributing to light pollution in this mostly residential segment.
- **Other Features:** ADA-compliant curb ramps at all approaches. Green infrastructure integrated into curb bump outs.

CONCEPT B: FORESTVILLE ROAD INTERSECTION

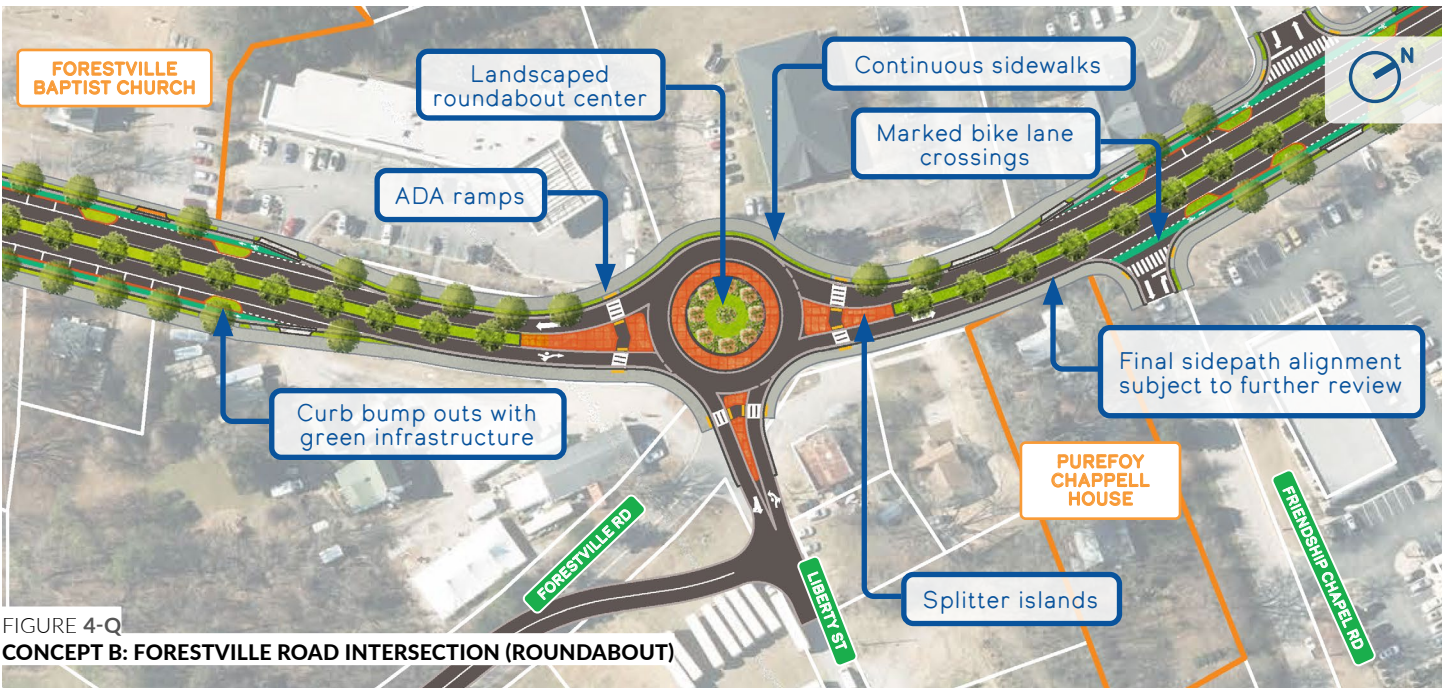
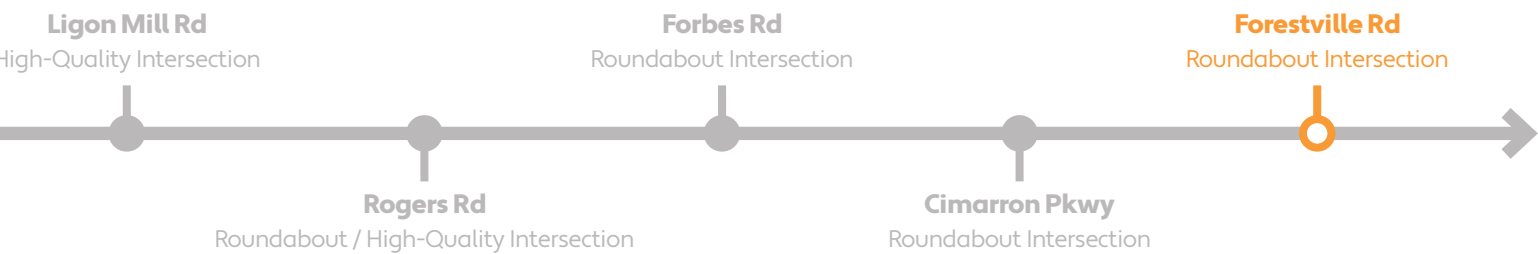


FIGURE 4-Q
CONCEPT B: FORESTVILLE ROAD INTERSECTION (ROUNDAABOUT)

RECOMMENDATIONS

- **Cross-Section:** Two-lane divided/three-lane section, with median islands. On-street parking (8 ft wide) on both sides (ahead and past the intersection).
- **Lane Width:** 11 ft travel lanes.
- **Bike Facilities:** Continuous 5 ft separated bike lanes with a 1 ft wide curb for both sides of the road, and bicyclists can use 10 ft sidewalk following same rules as pedestrians, to cross at designated crosswalks.
- **Pedestrian Facilities:** Continuous sidewalks (10 ft wide on both sides), and transition to a 5 ft sidewalk for the segment before Friendship Chapel Road to accommodate for historic properties.
- **Traffic Calming/Speed Management:** Increased safety due to lower speeds and fewer conflict points, reduced congestion, and enhanced aesthetics. Simplified traffic flow for drivers.
- **Streetscaping & Lighting:** Opportunity to incorporate public art into central island to celebrate local culture or history. Native and seasonal plantings recommended. Aesthetic lighting can be used to highlight landscaping and other features.
- **Other Features:** All hardscaping and landscaping features to comply with accessibility standards.

IMPACTS AND VALIDATION

HOW DO THESE CONCEPTS COMPARE TO EACH OTHER?

Upon comparison, the two concepts present a discernible trade-off between spatial demands and the scope of infrastructural adjustments required. **Concept A: Partial Optimization** aims to integrate pedestrians and bicyclists within the right-of-way by incorporating a median and pathways, representing a minimally invasive design. However, this method might provide less comprehensive bikeway than entirely separated lanes.

Conversely, **Concept B: Full Optimization** introduces separated bike lanes and on-street parking, significantly enhancing safety and convenience for both bicyclists and motorists, albeit at the cost of more extensive alterations to the current street layout. This approach potentially offers greater support to commercial uses by creating parking options while fostering a bike-friendly environment. Through this comparison, we aim to highlight the distinct trade-offs, benefits, and opportunities presented by each design.

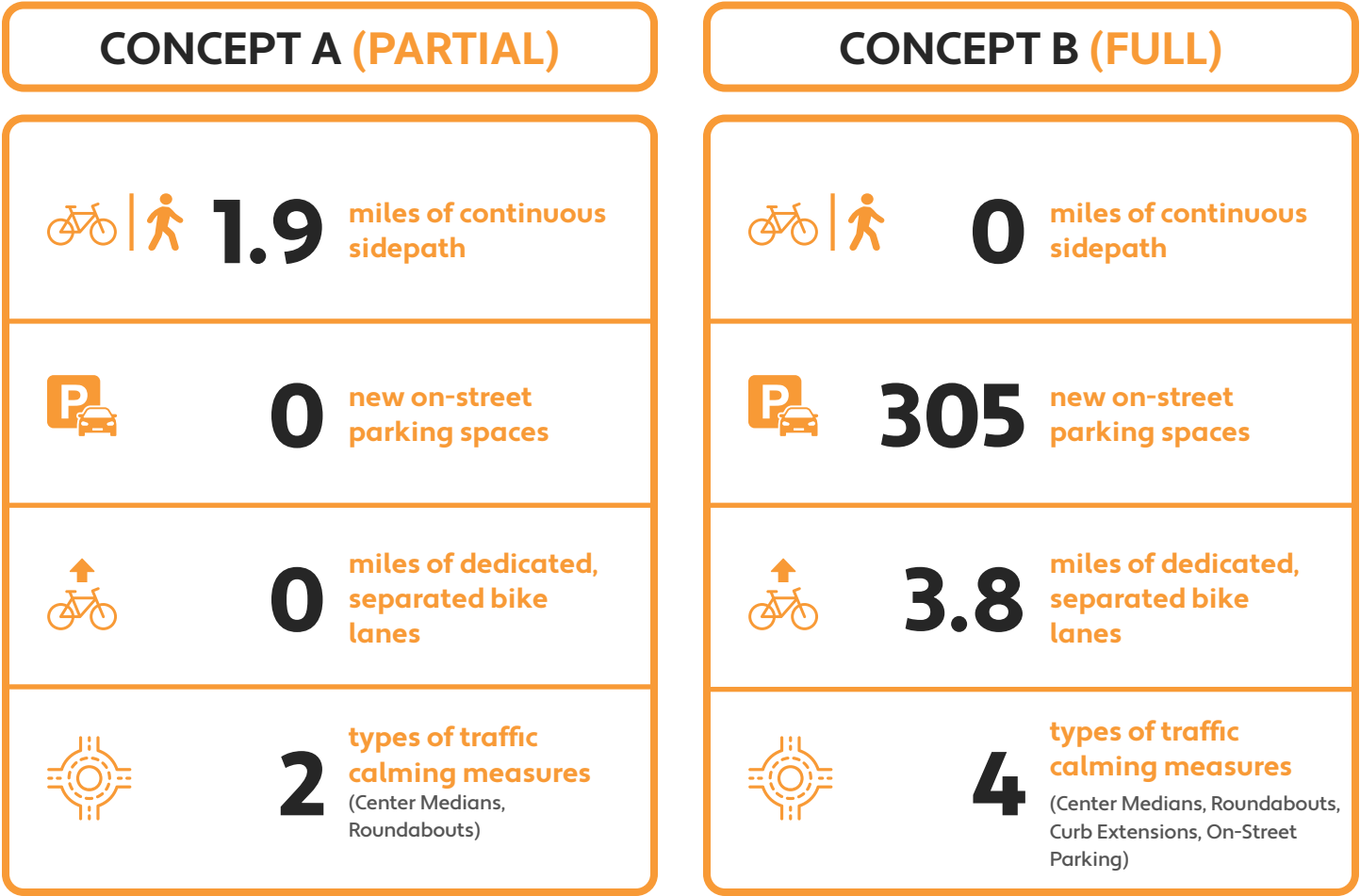


FIGURE 4-R
KEY FEATURES OF EACH DESIGN ALTERNATIVE

The ultimate decision must balance community preferences, spatial constraints, and long-term visions for South Main Street.



Both options reflect a deep commitment to improving safety, accessibility, and the overall quality of the public space. For its significant improvement of the corridor experience, both for drivers, bicyclists and pedestrians, as well as its potential for economic development and sustainability, **Concept B: Full Optimization** was chosen by the Board of Commissioners as the preferred alternative.

FIGURE 4-S
CONCEPT DESIGN ALTERNATIVES COMPARISON MATRIX

Legend

- Significant Improvement
- ◐ Partial Improvement
- No Improvement

	Concept A Limited ROW Acquisition	Concept B Acquire Additional ROW
Safety Does the design make South Main Street safer for all users?		
Conflict Points Reduces points where two vehicles can collide with each other or bicyclists & pedestrians.	●	●
Traffic Speeds Includes design treatments like roundabouts and "side friction" to reduce traffic speeds.	◐	●
Bike & Pedestrian Safety Includes separation from traffic for biking & walking with physical barriers for ease of use.	◐	●
Emergency Response Includes pulloff areas for emergency services & disabled vehicles to allow uninterrupted traffic flow.	○	●
Bike & Pedestrian Improvements Does the design enhance the experience & usability of the corridor for biking walking?		
Sidewalk Gaps & Usability Filling in missing sidewalk links, dead-ends, and sharing space with bicyclists.	◐	●
Bike Gaps & Usability Filling in missing bikeway links, dead-ends, and sharing space with pedestrians.	◐	●
Crosswalk Enhancement Includes visibility, pedestrian refuges, and opportunities for signal improvements.	●	●
Capacity How does the design impact traffic flow and capacity on South Main Street?		
Intersection Wait Times How long it takes to pass through an intersection or turn onto a street?	●	●
Automobile Volume Capacity How many automobiles can the design support?	◐	◐
Bike & Pedestrian Capacity How many bicyclists and pedestrians can the design support?	◐	●
Parking Capacity Are there opportunities to increase parking for existing & future development?	○	●
Impacts How does the design impact the surrounding natural and built environment?		
Adjacent Properties Minimizes the physical impacts to properties along the corridor.	●	◐
Stormwater Infrastructure Provides opportunities for rain gardens, bioretention swales, and underground retention.	◐	●
Increased Tree Canopy & Vegetation Provides opportunities for shade trees and plantings.	●	●

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CHAPTER 5

IMPLEMENTATION

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5 IMPLEMENTATION



◀ The success of the South Main Street Corridor Study ultimately rests on Wake Forest and NCDOT leaders’ ability to turn its vision into a reality.

This chapter outlines the roadmap for the implementation phase and breaks down the process into actionable stages, necessary steps, timelines, resources, and stakeholder responsibilities required. Additionally, this section presents potential funding sources, partnerships, and regulatory considerations critical for a successful implementation. By providing a clear and structured implementation strategy, this chapter guides the redevelopment of the South Main Street corridor from concept to completion with the continued involvement of the Wake Forest community.

THIS CHAPTER COVERS:

- Cost Estimates
- Funding Strategies

COST ESTIMATES

This section provides an overview of Concept B, the chosen design for further development. This decision reflects a choice to pursue a full transformation of the corridor, enhancing its functionality and public realm appeal. The following tables (Figure 5-A and Figure 5-B) break down the projected expenses associated with elements of the redesign.

CONCEPT B: COST ESTIMATE	
Construction Total	\$ 14,703,000
Mobilization (5%)	\$ 740,000
Preliminary Engineering Design (15%)	\$ 2,210,000
Construction Engineering Inspections (15%)	\$ 2,210,000
Contingency (30%)	\$ 4,410,000

TOTAL	\$ 24,273,000
.....	
FIGURE 5-A CONCEPT B: COST ESTIMATE	

- The quantities shown here, rounded up to the nearest 10,000 dollars, have formed the basis for construction cost estimates, using standard unit cost values from similar corridor projects.
- There will be unforeseen site conditions, right-of-way acquisition costs, and additional material costs identified during the engineering design stage.
 - **Right-of-way acquisition costs were not included in developing this estimate** as they may vary greatly based on local real estate conditions and individual property owners at the time of construction.
 - A 15% design fee and 30% contingency are assumed.
 - These estimates are for 2024 costs and subject to change following full surveys and final design.

CONCEPT B: CONSTRUCTION COST BREAKDOWN			
LINE ITEM	QUANTITY	UNIT COST	LINE ITEM COST
Concrete Sidewalk	11,200 sf	\$ 40	\$ 448,000
Concrete Median	33,500 sf	\$ 50	\$ 1,675,000
Curb and Gutter Construction	40,500 lf	\$ 85	\$ 3,442,500
Drainage Improvements	1.9 mi	\$ 400,000	\$ 760,000
Thermoplastic Markings	1.9 mi	\$ 25,000	\$ 47,500
ADA Curb Ramp	66 each	\$ 5,000	\$ 330,000
Pavement Resurfacing	53,000 sy	\$ 100	\$ 5,300,000
Utility Relocations	40 each	\$ 20,000	\$ 800,000
Utility Relocations below ground	1.9 mi	\$ 1,000,000	\$ 1,900,000

CONSTRUCTION TOTAL			\$ 14,703,000
.....			
FIGURE 5-B CONCEPT B: CONSTRUCTION COST BREAKDOWN			

FUNDING STRATEGIES

This Study is just the first step in the process to improve South Main Street. Moving this project from planning phases to design and construction requires the coordinated efforts of many stakeholders from Wake Forest, the Capital Area Metropolitan Planning Organization (CAMPO), NCDOT, and others, and a well thought-out strategy to fund each stage. There are three main categories of transportation funding available for this project:

STATE FUNDING: THE COMPLETE STREETS PROCESS

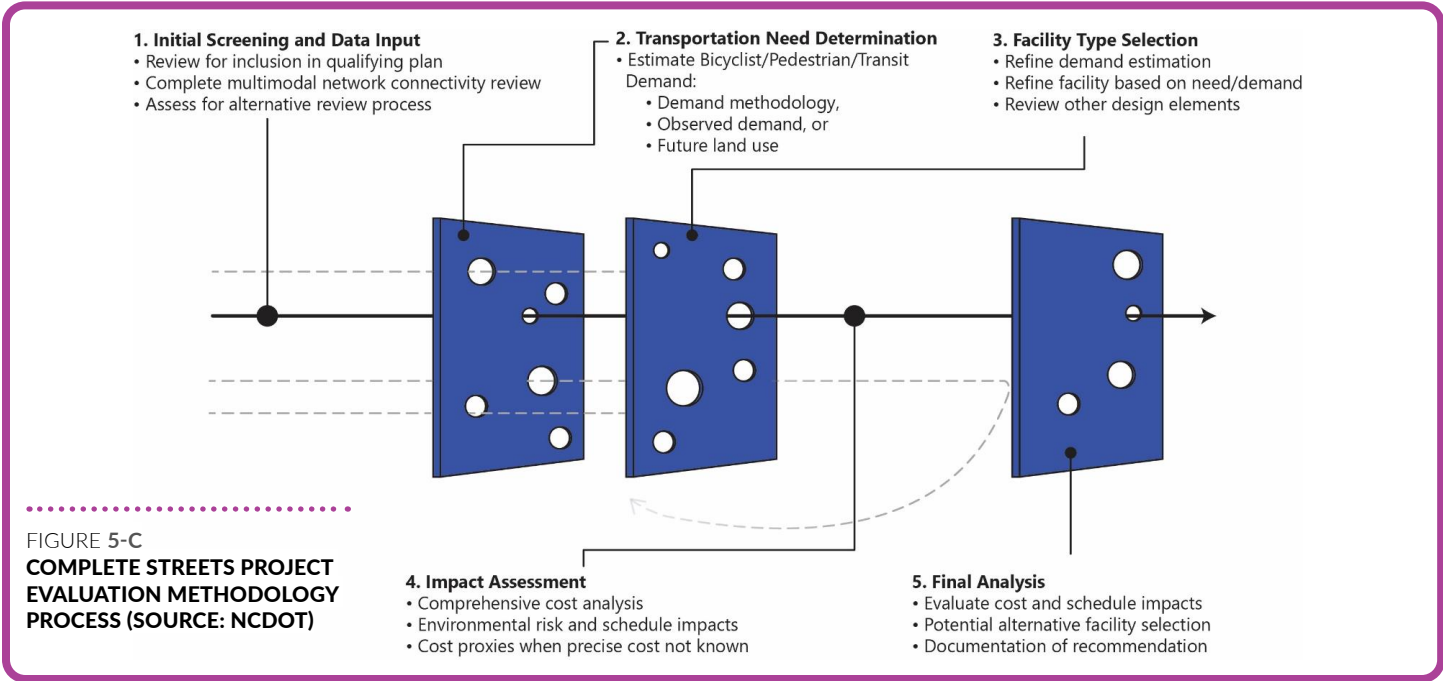
One option for design and construction of these improvements is through the **State Transportation Improvement Program (STIP)**. Updated every two years, this program schedules and provides funding for all transportation projects that receive State or Federal funding. Projects are selected through a process called Prioritization, which evaluates all projects for their benefits to overall mobility and cost-effectiveness.

Once a project is programmed for funding through prioritization, Complete Streets elements of the design are vetted through the **States Complete Streets Evaluation Methodology**.



STATE TRANSPORTATION IMPROVEMENT PROGRAM (STIP)

A 10 year State and Federal-mandated plan that identifies the construction funding for and scheduling of transportation projects throughout the state.



HOW ARE BICYCLE AND PEDESTRIAN IMPROVEMENTS EVALUATED AND CONSTRUCTED?

Bike and pedestrian elements of transportation projects are evaluated through the **Complete Streets Evaluation Methodology**. Depending on results, NCDOT may pay for some – or even all – multimodal elements as part of a project. There are four main requirements:

1. The project must be part of an adopted Comprehensive Transportation Plan;
2. The project's design must meet NCDOT standards: the Roadway Design Manual, AASHTO standards and eligible bike or pedestrian facility types;
3. The project must have a clear transportation purpose; and
4. There must be a local maintenance agreement in place.

Steps to get this project built through State funding:

- **Step 1:** Endorse this plan and amend the local Comprehensive Transportation Plan.
- **Step 2:** Coordinate with CAMPO to amend the Metropolitan Transportation Plan.
- **Step 3:** Amend local bike and pedestrian or other mobility plans to reference this Plan's recommendations.

WHAT'S THE LOCAL MATCH REQUIREMENT?

Federal and State formula funds typically require a 20% local match. For bike and pedestrian improvements, the NCDOT's cost-share depends upon whether the facilities are (1) in a plan (CTP or other locally adopted plan), (2) need is identified, or (3) a "betterment".

- **In a plan and need identified:** NCDOT pays 100% of cost.
- **Not in a plan and need identified:** Town pays 15% of cost.
- **Betterment:** Town pays 100% of cost.



A typical example of a one way traffic jam in North Carolina.



Example of walkable mixed use area (Raleigh, NC).



Example of bicycle and pedestrian improvement projects.

REGIONAL FUNDING: LOCALLY ADMINISTERED PROJECTS PROGRAM (LAPP)

The Locally Administered Projects Program (LAPP) is a funding program of the Capital Area MPO (CAMPO) that allocates certain federal funding program dollars to implement local transportation projects. Each year, the MPO identifies the proportions of investments in different project categories, like Roadways, Bike & Pedestrian, and Transit projects - all of which require Complete Streets elements.



LOCALLY ADMINISTERED PROJECTS PROGRAM (LAPP)

The LAPP was first adopted by the CAMPO on October 20, 2010. The program is used by the MPO to prioritize and program local transportation projects in the region that utilize federal funding and are the responsibility of the MPO (such as Surface Transportation Block Grant Program – Direct Allocation (STBGP-DA), Congestion Mitigation for Air Quality (CMAQ), etc.).

WHAT PROJECTS ARE ELIGIBLE?

- **Roadways:** Roadway projects must be eligible for federal aid, meaning major collector or higher on the federal aid system.
- **Safety:** Any road is eligible for safety projects.
- **Bike & Pedestrian:** Projects must show a clear transportation purpose, transporting users from one place to another.

WHAT OTHER CONDITIONS ARE REQUIRED?

- **MTP-compliant:** the project must be included in the Metropolitan Transportation Plan.
- **Local sponsorship:** the NCDOT division or Town must be responsible for all reporting requirements.

WHAT'S THE LOCAL MATCH?

LAPP funded projects require a minimum 20% local match, with higher contributions improving competitiveness. Local matches must be committed in order to receive LAPP funding.



GRANT OPPORTUNITIES

Grant programs may be one source of funding. At both the federal and state levels, grant programs exist for the planning, design, and construction of transportation improvements. These grants are largely competitive in nature, and are not guaranteed, so the Town should research carefully which grant programs to target for funding, and communicate with agencies in advance to ensure the project is a good fit. Due to the complexity of these grant programs, outside consultation may be necessary.

ACTIVE TRANSPORTATION INFRASTRUCTURE INVESTMENT PROGRAM (ATIIP)

- **Funding Type:** Grant, 20% local match
- **Funding Entity:** United States Department of Transportation, Federal Highway Administration
- **Application Link:** <https://www.transportation.gov/rural/grant-toolkit/active-transportation-infrastructure-investment-program-atiip>
- **Application Entity:** CAMPO, Town of Wake Forest
- **Additional Details:** The Active Transportation Infrastructure Investment Program (ATIIP) is a new competitive grant program created by the Bipartisan Infrastructure Law to construct projects to provide safe and connected active transportation facilities in active transportation networks or active transportation spines. ATIIP projects will help improve the safety, efficiency, and reliability of active transportation networks and communities; improve connectivity between active transportation modes and public transportation; enhance the resiliency of on- and off-road active transportation infrastructure; help protect the environment; and improve quality of life in disadvantaged communities through the delivery of connected active transportation networks and expanded mobility opportunities.
- **Making Wake Forest Competitive:** The Active Transportation Infrastructure Investment Program (ATIIP) favors large, transformative multimodal projects. Emphasize South Main Street's importance as a part of Wake Forest's mobility spine.



THE ACTIVE TRANSPORTATION INFRASTRUCTURE INVESTMENT PROGRAM (ATIIP)

The ATIIP grants will allow communities to identify, prioritize, and implement improvements to the largest barriers to safe, accessible, and equitable pedestrian and bicycle network connectivity through the development of infrastructure that will provide substantial additional opportunities for walking and bicycling.



ECONOMIC ADJUSTMENT ASSISTANCE AND PUBLIC WORKS

- **Funding Type:** Grant, often requires 20% local match. The office has discretion to pay 100%, however.
- **Funding Entity:** United States Department of Commerce: United States Economic Development Administration
- **Application Link:** <https://www.eda.gov/economic-adjustment-assistance>
- **Application Entity:** Wake County, Town of Wake Forest
- **Additional Details:** Assists state and local interests in designing and implementing strategies to adjust or bring about change to an economy. This is a flexible program, and aims to help hundreds of communities plan, build, and put people back to work through construction or non-construction projects designed to meet local needs.
- **Making Wake Forest Competitive:** Emphasize how this project improves economic diversity and resilience. Discuss downtown development and catalyst sites.



PROMOTING RESILIENT OPERATIONS FOR TRANSFORMATIVE, EFFICIENT, AND COST-SAVING TRANSPORTATION (PROTECT)

- **Funding Type:** Grant
- **Funding Entity:** United States Department of Transportation, Federal Highway Administration
- **Application Link:** <https://www.transportation.gov/rural/grant-toolkit/promoting-resilient-operations-transformative-efficient-and-cost-saving>
- **Application Entity:** North Carolina, Wake County, Town of Wake Forest, CAMPO
- **Additional Details:** This program emphasizes creating resilient infrastructure in the face of extreme weather and climate change.
- **Making Wake Forest Competitive:** Emphasize how the complete streets process will include items that improve stormwater management. For example: curb and gutter, street trees, and other relevant items.



REBUILDING AMERICAN INFRASTRUCTURE WITH SUSTAINABILITY AND EQUITY (RAISE)

- **Funding Type:** Grant
- **Funding Entity:** United States Department of Transportation, Office of the Secretary
- **Application Link:** <https://www.transportation.gov/RAISEgrants>
- **Application Entity:** North Carolina, Wake County, Town of Wake Forest
- **Additional Details:** RAISE funding is much more flexible than other grant programs, so this makes it highly competitive. Rural communities tend to do better at securing money, because half of the RAISE money is dedicated to rural communities.
- **Making Wake Forest Competitive:** When the Notice of Funding Opportunity is released, read the information to learn what the grant is emphasizing this year. Last year, local impact, persistent poverty, and historically disadvantaged communities were emphasized.



SAFE STREETS FOR ALL (SS4A)

- **Funding Type:** Grant
- **Funding Entity:** United States Department of Transportation
- **Application Link:** <https://www.transportation.gov/grants/SS4A>
- **Application Entity:** CAMPO, Town of Wake Forest
- **Additional Details:** This grant seeks to eliminate roadway deaths and serious injuries. The grant seeks to prioritize locations that see a disproportionate number of roadway deaths/injuries.
- **Making Wake Forest Competitive:** A safety action plan is required to apply for implementation funding. The grant program also offers grants to develop a safety action plan.



BONDS

Finally, Wake Forest can consider bond issuance to fund construction of the project. Bonds are a common method for municipalities to raise capital for large-scale infrastructure projects by borrowing money from investors that will be repaid with interest over time. These bonds may be structured in a number of ways to finance all or part of a project.



Example of a roundabout construction project.

TYPES OF BONDS

- **General Obligation Bonds (GO):** These bonds are backed by the full faith and credit of the Town and may require voter approval. They are typically used for projects that benefit the public at large, such as roadway improvements. In North Carolina, only GO Bonds may be used to fund transportation projects (except for public transportation facilities).
- **Revenue Bonds:** These bonds are repaid from a specific revenue source linked to the project, such as increased tax revenues from enhanced commercial activities along the redesigned South Main Street.



Example of a Complete Streets project.

BENEFITS

- **Stable Funding Source:** Bonds provide a significant upfront sum that can cover substantial project costs without immediate fiscal strain on the jurisdiction's budget.
- **Community Investment:** By investing in critical infrastructure, the project can stimulate economic growth, enhance property values, and improve quality of life.
- **Flexibility:** Different types of bonds can be tailored to match the funding needs of the project with appropriate repayment strategies based on the anticipated economic benefits.

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SOUTH MAIN STREET CORRIDOR STUDY

TOWN OF WAKE FOREST | NORTH CAROLINA

RESOLUTION 2024-XX

RESOLUTION ENDORSING CONCEPT B IN THE SOUTH MAIN STREET
CORRIDOR STUDY

WHEREAS, The Town of Wake Forest's 2019 Comprehensive Transportation Plan calls for studying the South Main Street corridor for the purpose of developing strategies for improved access management, including ways to enhance the safety and mobility for all modes of transportation; and

WHEREAS, South Main Street Corridor Study analyzed existing conditions on South Main Street and engaged with local agencies, business owners, and residents; and

WHEREAS, Concept A was developed to stay generally within the current road right-of-way area, which allows for partial optimization of the corridor; and

WHEREAS, Concept B was developed with no right-of-way constraints and seeks to fully transform South Main Street into a walkable, green gateway into the heart of Wake Forest; and

WHEREAS, Concept B also aims to mitigate some of the corridor's challenges with new bike and pedestrian infrastructure, roundabouts, improved crosswalks, and planted medians with a lush tree canopy;

BE IT RESOLVED that the governing body of the Town of Wake Forest hereby endorses Concept B in the July 2024 South Main Street Corridor Study (Attachment A).

Adopted and effective this the 16th day of July 2024.

Vivian A. Jones

Mayor

ATTEST:

APPROVED AS TO FORM:

Theresa Savary

Town Clerk

Hassan Kingsberry

Town Attorney



Board of Commissioners Agenda Item Report

Agenda Item No.: 2024-226-

Submitted by: Terry Savary

Submitting Department: Administration

Meeting Date: July 16, 2024

SUBJECT

Approval of the feasibility study proposal for a performing arts center from Johnson Consulting.

Recommendation:

Item Summary:

ATTACHMENTS

- [Summary_for_7.2.2024_mtg.pdf](#)
- [Contract_Johnson_Consulting_Proposal_Town_of_Wake_Forest_NC_6.25.24.pdf](#)
- [Resolution_2024-xx_JohnsonConsulting_Proposal\(1\).docx](#)

Agenda Item: Approval of the feasibility study proposal for a performing arts center from Johnson Consulting

The Renaissance Centre staff requested proposals for a venue feasibility study to renovate or build a new performing arts center for the Town of Wake Forest. Staff recommends retaining the services of Johnson Consulting in association with Theatre Consultants Collaborative for this study. Johnson Consulting and Theatre Consultants Collaborative will analyze the feasibility, impact, sustainability, and viability of a proposed performing arts center on the cultural landscape of the Wake Forest community. The study will include key community stakeholders' input, market analysis, financial feasibility, site analysis, and a review of the current cultural offering within the Town of Wake Forest and surrounding areas. The study is expected to take approximately 20 weeks to complete and will cost \$94,105.00.

Staff is requesting approval to execute a professional services contract with Johnson Consulting for this study.

PERFORMING ARTS CENTER FEASIBILITY STUDY - CONTRACT



SUBMITTED TO

Town of Wake Forest, NC



SUBMITTED BY

Johnson Consulting
in association with
Theatre Consultants Collaborative



DATE

June 25, 2024



**JOHNSON
CONSULTING**

Consulting Agreement

THIS AGREEMENT is made effective on the 25 of June, 2024 (the "Effective Date") by and between:

The Town of Wake Forest (the "Client")

- and -

C.H. Johnson Consulting, Inc.
an Illinois Corporation d/b/a Johnson Consulting
(the "Consultant")

WHEREAS, the Consultant proposes to provide the Client with certain consulting services which generally consist of services for a Performing Arts Center Feasibility Study;

WHEREAS the Consultant possesses, and has access to, the certain training, expertise, and competence to perform such services; and

WHEREAS the Client desires to have the Consultant perform consulting services for the Client and the Consultant desires to perform such services for the Client.

NOW THEREFORE in consideration of the mutual covenants and undertakings contained herein, and other good and valuable consideration (the receipt and sufficiency of value is hereby acknowledged) and subject to and on the terms and conditions herein set forth, the parties hereto agree as set forth below.

ARTICLE 1: INTERPRETATION

1.1 Definitions.

Unless the context otherwise requires, the following terms and expressions shall have the meanings set forth below whenever used in this Agreement:

"Additional Services" means those services over and above the services required to be performed by the Consultant under the terms of this Agreement and which have been approved in advance by the Client in writing.

"Commencement Date" means the date on which the Consultant begins providing the Consulting Services, pursuant to the terms and conditions of this Agreement.

"Consultant's Representative" means the Consultant's representative named in Exhibit "A", responsible to oversee, supervise, and assume primary responsibility for providing the Consulting Services hereunder;

"Consulting Services" means those services, duties, functions, tasks, and deliverables to be provided by the Consultant as described in the Consultant's Response to Request for Proposals dated May 6, 2024 for the

preparation of a Performing Arts Center Feasibility Study, attached hereto as Exhibit “A” and incorporated herein;

“The Client Representative” means the individual named in Exhibit “A”, responsible to oversee and supervise the provision of the Consulting Services;

“Project” means the purpose for which the Consulting Services are undertaken, as described in Exhibit “A”; and

“Completion Date” means the date on which the Consulting Services and all tasks and deliverables have been provided to the Client in accordance with the terms and conditions of this Agreement.

ARTICLE 2: CONSULTING SERVICES

2.1 Services.

The Client hereby engages the Consultant as an independent contractor to provide the Consulting Services. The terms and conditions of this Agreement shall apply to all such services provided during the Project. The Consultant’s services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project.

2.2 Standards of Performance.

(a) The Consultant acknowledges, warrants and represents that it and all employees, and approved subcontractors, and agents it assigns to perform the Consulting Services hereunder, possess the necessary qualifications, knowledge, skills, expertise, and experience and the Consultant agrees to perform the Consulting Services to the standards of a specialist in the area of the Consulting Services to be provided to the Client under this Agreement. The Consultant acknowledges, warrants, and represents that if the Consultant, or its employees, approved subcontractors or agents, has (or have) a professional designation (i.e. lawyer, architect, engineer) then such person or persons shall be in good standing with the professional association or body governing such profession including the payment of all required dues, insurance levies, etc. and the Consultant.

(b) The Consultant shall, at all times during the Term, act in the best interest of the Client and shall perform the Consulting Services in a competent, good, workmanlike, and professional manner using due care and diligence.

(c) In performing the Consulting Services, the Consultant shall comply with all applicable laws, orders, regulations, ordinances, standards, codes, and other rules, licenses and permits of all lawful authorities and applicable regulatory bodies.

(d) The Consultant shall, at no cost to the Client, provide all services and take any and all action as may be necessary to remedy any defects or deficiencies in the Consulting Services which arise from the negligent acts or omissions of the Consultant or its Key Personnel, or by any failure to perform the Consulting Services in accordance with the provisions of this Agreement.

2.3 Project Timeline.

The Consultant shall provide all labor and work required for the performance of the Consulting Services and shall begin providing the Consulting Services upon the Client's Representative authorization to proceed, diligently perform and deliver the Consulting Services to the Client in accordance with the general schedule of tasks and deliverables to be provided during the Project as set forth in Exhibit "B", Project schedule.

2.4 Hours.

The Consultant shall be free to determine the hours of the day during which it will perform the Consulting Services, provided, however, the Consultant agrees to the extent possible to endeavor to make itself and its Key Personnel available to the Client during the Client's normal business hours Monday to Friday.

2.5 Cooperation.

The Consultant and its personnel shall cooperate with any other contractors or consultants retained by the Client to undertake related work or programs for the Project.

2.6 Revisions to the Scope of Services.

Any changes to the scope of the Consulting Services to be performed by the Consultant shall be made by written amendment of this Agreement signed by both parties.

ARTICLE 3: PERSONNEL, REPRESENTATIVES AND REPORTING

3.1 Personnel.

(a) The Consultant may assign to the provision of the Consulting Services such personnel as it deems necessary to complete the Consulting Services, the Client, may, from time to time, review the qualifications, skill, competence and number of personnel assigned to the provision of the Consulting Services by the Consultant, the Client and Consultant acknowledge and agree that there are key individuals designated by the parties as key personnel (the "Key Personnel"), who are important for the efficient and effective performance of the Consulting Services. As of the date of this Agreement the Key Personnel, if any, are identified in Exhibit "A".

(b) Prior to replacing any of the Key Personnel described above, the Consultant will consult with the Client.

(c) If, in the opinion of the Client, the Consultant has assigned personnel to provide the Consulting Services who are unqualified, incompetent or otherwise unsuitable, the Consultant shall replace such personnel with personnel with the qualifications, skills and competence suitable to the Client.

3.2 Representatives.

Each of the Consultant's Representative and the Client's Representative shall have the authority to transmit information and instructions to one another and to act on behalf of and bind the Consultant and the Client, respectively.

3.3 Independent Contractor.

It is specifically agreed and understood that the Consultant will at all times be an independent contractor, and not an employee, agent, or servant of the Client in connection with the performance of the Consulting Services as set forth in this Agreement. Consultant will (a) not enter into any contract, agreement or other commitment, or incur any obligation or liability, in the name or otherwise on behalf of the Client; (b) not be entitled to participate in any plans, arrangements or distributions by the Client or its affiliates or subsidiary companies pertaining to or in connections with any pension, stock, bonus, insurance, profit sharing or similar benefits for the Client's regular employees; and (c) retain full control over the manner in which it performs the Services. This Agreement shall not be construed to create a joint venture, partnership, or similar association between the parties or as imposing upon either party hereto any partnership or similar duty or obligation or liability to the other party hereto or to any third party.

3.4 Agency.

It is specifically agreed and understood that the Consultant is not an agent of the Client and nothing herein shall be construed as creating an agency relationship or similar association between the parties or as imposing upon either party to it any agency or similar duty or obligation or liability to the other party or to any third party.

3.5 Accounting and Audit of Fees

The Consultant shall maintain books of account of the Consulting Services rendered and the Reimbursable Expenses (as defined in Section 4.3), if any, in accordance with generally accepted accounting principles and practices and in a manner compatible with the Consultant's established system of accounts. The Consultant shall make available to the Client such books and records for audit purposes upon the request of the Client at reasonable times during the Term and for a period of two years thereafter.

ARTICLE 4: FEES & EXPENSES

4.1 Fees – General.

The fees payable to the Consultant and for the Consultant's personnel for the Consulting Services to be provided for the Term are set out in Exhibit "A".

4.2 Fees and Terms of Payment.

(a) The Consultant's compensation for the Consulting Services shall be the fees and any Reimbursable Expenses as described in Exhibit "A". Such fees and the Reimbursable Expenses shall be the sole remuneration for the Consulting Services, and the Consultant shall not receive any other benefits or remuneration from the Client and is not a member of any deferred compensation plan, pension plan, or bonus plans of the Client.

(b) Fees for the Project shall be billed to the Client on a monthly basis, based on completion of each task. An invoice for the first portion of work completed shall be submitted no earlier than thirty (30) days after the applicable Commencement Date of the Project, and payable net 30 days. Notwithstanding anything to the contrary in this Agreement, the Client's obligation to pay for fees is expressly contingent upon the Client's satisfaction with the completion, delivery, and execution of all tasks and deliverables identified in Exhibit "A".

(c) Reimbursable Expenses, if any, shall be billed to the Client on a monthly basis as incurred.

4.3 Reimbursable Expenses.

(a) In addition to the fees set forth in Exhibit "A", the Client shall reimburse the Consultant for Reimbursable Expenses. As used in this Agreement, "Reimbursable Expenses" shall mean those expenses, without any increase or mark-up, which the Consultant reasonably, necessarily, and actually incurs in the course of providing the Consulting Services and which the Client has first approved for reimbursement prior to such expenses being incurred.

(b) Notwithstanding the foregoing, to the extent that there are any expenditures or costs later anticipated, the Consultant shall not be authorized to incur such expenditures or costs, nor shall the Client be obligated to reimburse the Consultant for the same, unless such expenditures or costs were first presented to and thereafter approved in writing by the Client. Total Reimbursable Expenses during the duration of the Project shall not exceed \$10,000.00 (ten thousand dollars).

4.4 Additional Services.

The Client shall pay the Consultant for Additional Services provided under this Agreement in accordance with the schedule of rates set forth in Exhibit "A", which rates will be escalated by 5% (five percent) on January 1, 2025. The Consultant shall not provide any Additional Services unless approved by the Client in writing and in advance of any such Additional Services being provided.

4.5 Invoices for Fees, Reimbursable Expenses, and Additional Services.

The Consultant shall prepare all invoices in accordance with the Consultant's standard invoicing practices modified as necessary to conform with the terms and conditions of this Agreement. The Consultant shall provide to the Client copies of pertinent records to the extent necessary to verify the amounts invoiced.

4.6 Approval of Invoices.

(a) The Client shall verify the invoices and approve them for payment. Payment shall be made by the Client to the Consultant within thirty (30) days of receipt of the invoice of the amount approved by the Client, provided that the Client may withhold payment to such an extent as may be necessary to protect the Client from loss on account of:

- (i) the Consultant not making satisfactory progress,
- (ii) defects or deficiencies in the Consulting Services provided by the Consultant not corrected,

- (iii) an amount reasonably required by the Client to protect it against claims for unpaid bills and accounts related to the provision of the Consulting Services, including solicitor and client costs incurred by the Client in dealing with such claims, or
- (iv) the fees and reimbursable expenses relating to work done by the Consultant which is not within the scope of the Consulting Services.

(b) Should the Client not approve the full amount claimed in any invoice, it will provide the Consultant with a statement indicating the amount withheld and the reason for withholding payment. The amount withheld will be payable to the Consultant on correction of the default by the Consultant, the Consultant providing the Client with security satisfactory to the Client or an agreement being reached between the Client and the Consultant on the amount payable to the Consultant of the amounts withheld pursuant to this provision, the dispute will be resolved in accordance with the provisions of Article 12.10.

4.7 Disputed Invoices; Non-Waiver.

In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion shall be paid. Neither payment by the Client of any amount due to the Consultant under this Agreement, nor acceptance by the Client of a portion of the Consulting Services, shall be deemed to be an acceptance by the Client of the Consulting Services or a waiver of any of the rights by the Client may have against the Consultant under this Agreement.

ARTICLE 5: TERM; TERMINATION; WORK PRODUCT OWNERSHIP

5.1 Term.

This Agreement shall become effective when signed by both the Client and the Consultant, and shall continue in full force and effect for so long thereafter as any Consulting Services remain uncompleted. Notwithstanding the foregoing, the Consultant anticipates to complete the Consulting Services and provide all deliverables in final form to the Client not later than 20 weeks from the date of this contract, unless mutually agreed to.

5.2 Termination for Cause by the Client

(a) The Client shall have the right to terminate this Agreement immediately upon written notice to the Consultant and without further liability hereunder if at any time during the Term the Consultant shall:

- (i) File for bankruptcy protection, whether voluntarily or involuntarily, or makes an assignment for the benefit of creditors, or can no longer pay its debts as they become due;
- (ii) Commit an act of fraud, dishonesty, or serious misconduct;
- (iii) Fail to abide by or perform any of the terms and conditions of this Agreement or any modification hereto, and fail to correct the default or provide an acceptable schedule for the correction of the default within five (5) working days of being given notice by the Client to do so;

- (iv) Default or neglect to carry out any portion of the Consulting Services in accordance with this Agreement or any modification hereto, and fail to correct the default or provide an acceptable schedule for the correction of the default within five (5) working days of being given notice by the Client to do so; or
- (v) Fail to make payment when due to subcontractors or suppliers.

5.3 Termination for Cause by Consultant

The Consultant shall have the right to terminate this Agreement immediately upon written notice to the Client and without further liability hereunder if at any time during the Term, the Client shall:

- (a) Commit an act of bankruptcy;
- (b) Be guilty of fraud or dishonest or serious misconduct; or
- (c) Breach or fail to observe or perform any of its material obligation or the conditions of this Agreement through no fault of the Consultant. However, in the case of the Client's failure to make payment to Consultant of an undisputed invoice, this Agreement shall not terminate as a result of such failure unless the Consultant provides to the Client written notice of termination for non-payment and the Client fails to pay the undisputed invoice in full within thirty (30) days.

5.4 Termination for Convenience by the Client.

The Client may, for its own convenience, terminate the Consultant's right to proceed with any portion or all of the Consulting Services by delivering written notice to the Consultant Representative at least fifteen (15) days in advance of the desired termination date. Such termination shall be without prejudice to any claims that the Client may have against the Consultant, and shall not affect the obligations and duties of the Consultant with respect to any portions of the Consulting Services not terminated.

5. Effect of Termination.

- (a) Upon termination under Articles 5.2, 5.3, or 5.4, the Consultant shall be paid a pro rata portion of the lump sum fee for the applicable phase of the Project during which any Consulting Services were actually provided but in no event, shall the Consultant be entitled to loss of anticipated profits or consequential damages.
- (b) Apart from the payments specified in this Article 5.5, the Consultant shall not be entitled to any further payment or compensation of any nature or kind arising from, or relating to, the early termination of this Agreement.

5.5 Ownership of Work Product

- (a) All Consulting Services performed hereunder shall constitute "work made for hire" by the Client, and the Client shall own all rights, title, and interest in and to all reports, documents, techniques, know-how, specifications, plans, notes, drawings, designs, pictures, inventions, data, information, and other items authored, produced, created, collected, developed, discovered, or made by the Consultant in connection with the Consulting Services, together with an and all patent, copyright, trade secret, trademark, and other intellectual property rights in any such materials (collectively the "Work Product"), whether or not copyrightable or patentable, or otherwise capable of protection by any other intellectual property right, developed, created, or invented by the Consultant or by any employee of Consultant or agent or subcontractor to the Consultant, and resulting from the Consulting Services,

shall be the sole and exclusive property of the Client to use for any purpose by the Client without any additional compensation to the Consultant and the Client shall own all copyrights, trade secrets, patents or other intellectual property rights, and all extensions and renewals thereof throughout the world in all such Work Product (collectively "Intellectual Property Rights"). The Consultant hereby grants, conveys, and assigns to the Client, without separate compensation, all Intellectual Property Rights in all the Work Product that the Consultant has or may hereafter acquire.

(b) The Consultant further agrees to give the Client such information and execute all such additional instruments and documentation as may be reasonably required to vest and/or evidence the assignment of all such Intellectual Property Rights in the Work Product to the Client.

(c) Each of the Client and Consultant own (or its third-party licensors own) any preexisting materials that each provides or utilizes in connection with the Consulting Services and the performance of the parties' respective obligations under this Agreement. To the extent that any preexisting materials of Consultant are contained in the Work Product, Consultant grants to the Client:

- (i) an irrevocable, nonexclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, distribute (internally and externally) copies of, and prepare derivative works based upon such preexisting materials and derivative works thereof, and
- (ii) the right to authorize others to do any of the former.

ARTICLE 6: CONFIDENTIALITY

6.1 Confidentiality.

During the course of providing the Consulting Services hereunder to the Client it is understood that the Consultant may have access to information confidential and proprietary to the business of the Client and unless otherwise agreed in writing by the Client, the Consultant shall use and disclose such Confidential Information only as expressly set out in this Agreement, and only for the provision of the Consulting Services and any deliverable items contemplated by this Agreement.

6.2 Disclosure to Subcontractors and Agents.

All Confidential Information shall be held in confidence and shall not be disclosed to any person except the Consultant's employees, subcontractors, and agents who require such Confidential information in order for the Consultant to fulfill its obligations under this Agreement, provided that Consultant's subcontractors and agents have been informed of the confidential nature of the Confidential Information and execute a form of non-disclosure agreement with Consultant prior to any disclosure of Confidential information to them in a form that contains terms and conditions substantially similar to those contained in this Agreement. The provisions set forth in this Article shall remain in effect for three (3) years from the disclosure of each item of Confidential Information, notwithstanding the earlier Completion Date, termination, or expiration of this Agreement.

6.3 Exception to Confidentiality.

Notwithstanding the above, the Consultant shall not be liable for disclosure of any Confidential Information if:

- (a) It is now or hereafter becomes available to the public other than by way of disclosure by the Consultant;
- (b) It was known by the Consultant prior to disclosure by the Client;
- (c) It was developed or created independently by the Consultant;
- (d) It becomes available from other sources through no fault of the Consultant;
- (e) It was disclosed with and in accordance with the terms of prior written approval of the Client; or
- (f) The disclosure is required by law.

6.4 No Rights Granted.

It is expressly understood by the parties that, except for the right to use Confidential Information for the purposes contemplated herein, the Client does not grant to the Consultant any other rights whatsoever in such information. In no case shall the Consultant acquire any ownership rights and/or proprietary interest in the Confidential Information or other information of the Client.

6.5 Obligation on Completion Date, Termination, or Expiration.

Upon the Completion Date, or the termination or expiration of this Agreement, or at any other time, all Confidential Information in the possession of the Consultant shall, if requested in writing by the Client, be either returned to the Client or destroyed if so directed. In the event of a breach or threatened breach by Consultant of the provisions of this Article, the Client shall be entitled to an injunction restraining the Consultant from disclosing, in whole or in part, such Confidential Information.

ARTICLE 7: REPRESENTATION AND WARRANTIES

7.1 Representations and Warranties.

The Consultant hereby covenants and represents and warrants to the Client, as follows:

- (a) The performance of the Consulting Services shall not create any conflict of interest, either ethically, professionally, or otherwise, in relation to any services provided by the Consultant to any other party prior to, during, or subsequent to this Agreement;
- (b) The Consultant represents and warrants to the Client that the Consultant is a corporation duly incorporated and organized, validly subsisting and in good standing under the laws of its jurisdiction of incorporation and has all requisite power and authority to execute, deliver and perform its obligations under this Agreement;

(c) The Consultant represents and warrants to the Client that it has taken all necessary corporate action and received all required approvals and that this Agreement therefore constitutes a legal, valid and binding obligation of the Consultant enforceable in accordance with its terms; and

(d) That Consultant is the sole author of any Work Product developed for the Client hereunder; that the Work Product is original and has not been previously published in whole or in part; that the Work Product is not in the public domain in any country; that the Work Product does not infringe any intellectual Property Right of a third party; that the Work Product does not contain any material that is libelous or defamatory, or which violates or invades any right of privacy or publicity; and that the Work Product contains no material that is harmful so as to subject the Client to liability to any third party or otherwise contrary to law.

These representations and warranties shall survive the Completion Date, and the termination or expiration of this Agreement.

ARTICLE 8: INSURANCE

8.1 Insurance.

(a) The Consultant shall, at its sole cost, purchase and maintain in full force during the Term of this Agreement the following insurance coverage, with limits of liability not less than those set forth below. Additional coverage may be required based upon services to be rendered.:

(i) Comprehensive general liability insurance in respect to the Consulting Services and operations of the Consultant, including products/completed operations, contractual liability, bodily injury and property damage, and independent contractor's coverage with policy limits of not less than one million (\$1,000,000.00) per occurrence, with the Client named as an additional insured with respect to the performance of the Consulting Services. Such policy shall include blanket contractual coverage and a cross liability clause, and shall provide for a minimum of thirty (30) days prior written notice to the Client upon any cancellation or material change in coverage;

(ii) All risk insurance on any personal property, tools, or equipment to be used by Consultant in performing or providing the Consulting Services, to full replacement value;

(iii) To the extent available and applicable to the Consultant, Workers' Compensation insurance or similar insurance in accordance with the statutory requirements of the State of Illinois and/or the State of North Carolina, whichever is more stringent, for all its employees engaged in performing the Consulting Services. Where Workers' Compensation insurance coverage or similar insurance is not available to the Consultant, it shall provide the Client with a letter outlining the reasons for lack of coverage and provide the Client with proof of employer's liability insurance; and

(iv) Standard automobile liability insurance in the minimum amount of one million dollars (\$1,000,000.00) per occurrence in respect of bodily injury, death, and property damage (but only if the Consultant uses one or more vehicles in performing the Consulting Services).

The Consultant shall provide the Client with confirmation of coverage and, if required, a certified true copy of the policies certified by the authorized representative of the insurer together with copies of any amending endorsements on the Commencement Date or as soon thereafter as is practical, and from time to time during the Term as and when requested by the Client.

8.2 Additional Insurance.

During the Term, the Client's Representative may, by written notice, require the Consultant to obtain additional insurance or to alter or amend the insurance policies required under this Article. The Consultant shall provide the Client, at its request, with proof of such additional insurance or amended policies. The Client will pay the Consultant the cost of any additional insurance the Client's Representative may require the Consultant to obtain pursuant to this Article to the extent that the Consultant incurs additional cost and expense for providing the additional insurance required by this Article.

8.3 Deductibles and General.

The Consultant shall, at its sole cost, be responsible for the full amount of all deductibles of all insurance policies required under this Article. All insurance policies required herein shall provide that the insurance shall not be cancelled or changed in any way without the insurer giving at least ten (10) calendar days written notice to the Client. All insurance policies shall be purchased from insurers registered in and licensed to underwrite insurance in all of the jurisdictions in which the Consulting Services are being performed. Such policies shall contain a waiver of any right of subrogation or recourse by the Consultant's insurer against the Client or its employees, agents, affiliates or other consultants. Where the Consultant fails to comply with the requirements of this Article, the Client may take any action reasonably necessary to effect and maintain the required insurance coverage on the Consultant's behalf and the Client may deduct the cost thereof, plus the amount of any damages incurred by Client, from any payments that may become due the Consultant.

ARTICLE 9: DELEGATION AND SUBCONTRACTING; APPROVED SUBCONTRACTORS

9.1 Delegation and Subcontracting.

The Consulting Services shall be performed in accordance with the Contract Documents and in a complete and professional manner with the standard degree of skill and care exercised by reputable personnel and/or subcontractors using the Consultant's standard skill, attention, and diligence. The Consultant shall be solely responsible for all portions of the Consulting Services, and shall be responsible to the Client for the acts and omissions of the Consultant's employees, its subcontractors and their agents and employees, and other persons performing the Consulting Services on behalf of the Consultant, if any. The Contractor shall not delegate any of its obligations under this Agreement or subcontract any portion or all of the Consulting Services other than as described in Exhibit "A", without the prior written consent of the Client, which consent shall not be unreasonably withheld.

ARTICLE 10: INDEMNITY

10.1 Indemnity.

The Consultant, to the fullest extent permitted by law, shall indemnify, defend, and hold harmless the Client, Client's officers, directors, and employees from and against any actions, claims, damages, liens, demands, liabilities, costs, and expenses of every nature and kind whatsoever (including attorneys' fees and all court or arbitration or other dispute resolution costs) which may be brought against or suffered by the Client or which the Client may incur, sustain, or pay arising out of or in connection with any negligent act or omission, default, breach of warranty, or misrepresentation of the Consultant, its employees, agents, or subcontractors in any way incidental to the Consulting Services or this Agreement.

10.2 Limitation.

Notwithstanding the foregoing, and except for damages to the Client resulting from Consultant's breach of its obligations under this Agreement, or arising from claims against the Client by third parties claiming that the Work Product infringes such third parties' intellectual property rights, the Consultant's liability to the Client shall be limited to the amount of fees to which it is entitled for the Consulting Services under this Agreement or the amount of insurance available to the Consultant to satisfy such liability claim(s), whichever is greater.

10.3 Survival.

This indemnity shall survive the Completion Date, or the expiration or termination of this Agreement.

ARTICLE 11: NOTICES

11.1 Notices.

Any notices or other communications required under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally, mailed by certified mail (return receipt requested), or sent by overnight delivery service, electronic mail, or facsimile transmission (with electronic confirmation of successful transmission) to the parties at the following addresses:

(a) If to the Client:
Kip Padgett, Town Manager
Town of Wake Forest
301 S. Brooks Street
Wake Forest, NC 27587
O: (919) 435-9411
E: kpadgett@wakeforestnc.gov

(b) If to the Consultant:
Charles H. Johnson IV
6 East Monroe Street – Suite 500
Chicago, IL 60603

O: 312.447.2001

C: 847.778.5693

E: cjohnson@chjc.com

Or at such other place or places or to such other person or persons as shall be designated in writing by a party to this Agreement in the manner herein provided.

ARTICLE 12: MISCELLANEOUS

12.1 Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be deemed to an original, but all of which together shall constitute one and the same instrument.

12.2 Further Assurances.

The parties to this Agreement shall from time to time execute such further documents and instruments and do all acts and things as the other party may reasonably require to carry out or better evidence or perfect the purpose of this Agreement.

12.3 Severability.

If any one or more of the terms, provisions, covenants or restrictions of this Agreement shall be determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions shall remain in full force and effect, and the invalid, void or unenforceable provisions shall be deemed severable.

12.4 Waiver.

The failure by either party to insist upon the performance of any one or more terms, covenants, or conditions of this Agreement shall not constitute, and shall not be construed to constitute, a waiver or relinquishment of any right granted hereunder or of any future performance of any such term, covenant, or condition, and the obligation of either party with respect hereto shall continue in full force and effect, unless such waiver shall be in writing signed by the party to be charged.

12.5 Survival.

The provisions of this Agreement which by their nature are intended to survive the termination, cancellation, completion or expiration of this Agreement, including but not limited to any expressed limitations of or releases from liability, indemnifications, and warranties shall continue as valid and enforceable obligations of the parties notwithstanding any such termination, cancellation, completion, or expiration.

12.6 Successors and Assigns.

This Agreement shall be binding upon and ensure to the benefit of each of the Consultant and the Client and their respective successors and permitted assigns. This Agreement and any of the rights, interest, or obligations hereunder may not be assigned or delegated by the Consultant without the prior written consent of the Client.

12.7 Written Amendments and Modifications.

No amendment or modification of this Agreement shall be effective or enforceable unless made in writing and signed by both parties hereto.

12.8 Remedies.

Notwithstanding any other provision of this Agreement, the Client shall have, in addition to any and all remedies at law and without the posting of a bond or other security, the right to an injunction, specific performance, or other equitable relief necessary to prevent or redress the violation of any of the Consultant's obligations under, or a breach or threatened breach of any term or covenant of, this Agreement.

12.9 Inconsistencies.

In the event of any inconsistencies or conflicts between the terms of this Agreement and any schedules, appendices or other documents attached to and forming part of this Agreement, the terms of this Agreement shall prevail, unless otherwise stated in this Agreement.

12.10 Dispute Resolution

In the event of a dispute or alleged breach arising under this Agreement each party agrees that, prior to instituting any claim against the other party in a court of competent jurisdiction, such party shall attempt in good faith to reasonably cooperate with the other party to resolve any dispute to each party's commercially reasonable satisfaction within thirty (30) days of the receipt of notice from the party alleging the dispute. Such notice shall include a description of the nature of the dispute, claims, reason for such claims and documentation of any alleged money damages allowable under the terms of this Agreement. The parties acknowledge that the objective of utilizing informal resolution of a dispute is to resolve any such dispute promptly and with the intent of avoiding litigation. Any proposals to resolve any such dispute shall be made without prejudice to either party. The parties shall continue to perform their respective obligations under this Agreement until the dispute is resolved. Notwithstanding the foregoing, nothing contained herein shall preclude a party from bringing an action to enjoin, obtain an order for specific performance, or obtain other equitable relief, and be reimbursed the costs, expenses, and reasonable attorney fees against the other party to enforce the obligations in this Agreement.

IN WITNESS WHEREOF the parties hereto have executed and delivered this Agreement by their duly authorized officers as of the date(s) indicated below but effective as of the Effective Date.

C.H. Johnson Consulting, Inc.

Name & Title: Charles H. Johnson IV,

Date: 6/25/24

C.H. Johnson Consulting, Inc.

Charles H. Johnson IV

Addresses for Notice:

Consultant

Charles H. Johnson IV
Johnson Consulting
6 East Monroe Street – Suite 500
Chicago, IL 60603
O: 312.447.2001
C: 847.778.5693
E: cjohnson@chjc.com

Town of Wake Forest

Name & Title: Kip Padgett, Town Manager

Date:

Client

Kip Padgett, Town Manager
Town of Wake Forest
301 S. Brooks Street
Wake Forest, NC 27587
O: (919) 435-9411
E: kpaddgett@wakeforestnc.gov

EXHIBIT A



4. PROJECT UNDERSTANDING

The Town of Wake Forest (“Town” or “Client”) is seeking proposals to analyze the feasibility, impact, sustainability, and viability of a proposed performing arts center on the cultural landscape of the Wake Forest community. The study Johnson Consulting and Theatre Consultants Collaborative (“Consulting Team”) will perform will include key community stakeholders’ input, market analysis, financial feasibility, site analysis and a review of the current cultural offerings within the Town of Wake Forest and surrounding areas.

Johnson Consulting and Theatre Consultants Collaborative specialize in performing arts and event venues and Johnson Consulting has worked on hundreds of these projects across the nation, including in North Carolina and several similar communities to Wake Forest, many of which are in college communities, where town and gown relationships are important. Theatre Consultants Collaborative will bring a wealth of knowledge regarding performing arts center planning, along with their extensive local knowledge which will be invaluable for assisting with stakeholder outreach. The detailed analysis and recommendations prepared by our Team will provide the Town with the critical information to make the most informed decisions by determining the potential performing art center’s market opportunity, economic viability and performance and the optimal size and scale of the proposed performing arts center.

The results will serve as an objective, defensible foundation for communication with the general public, stakeholders about the purpose this potential venue fulfills in terms of strengthening the local economy as well as the resident and tourism experience in Wake Forest.

For an engagement of this nature, the following questions need to be addressed:

1. Market Perspective and Community Engagement: What is the overall assessment of the market? Which venues will the new performing arts center, compete with, or impact, and how will they perform vis-à-vis peer facilities in regional markets? Who will utilize the venue and what are their needs, desires and expectations, both from a patron and performing arts organization perspective? What are the community and local users’ opinions on the need for a new performing arts center? How will a new performing arts center impact other regional venues?

2. Program Considerations: What size and type of facility can the market support? What are the physical and technological attributes the venue should have? What is the optimal configuration to capitalize on the market trends and site attributes, and ensure flexible use of space today and in the future? How will the potential user groups impact the programming and demand of the performing arts center, considering performance and rehearsal needs? What site attributes offer the best opportunities for community and economic benefit? How can site design be optimized for

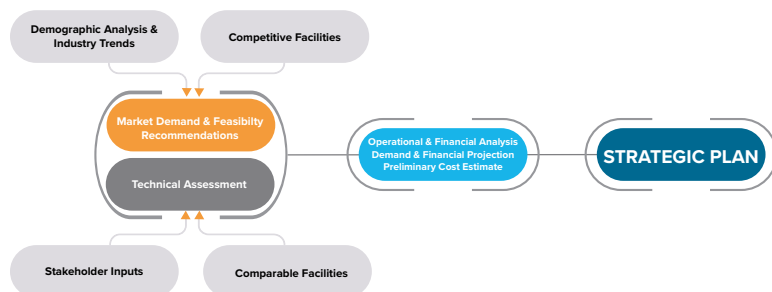
effective operations, but most importantly, enjoyment for the community and visitors.

3. Operations and Financing: How will the performing arts center operate from a demand and financial perspective? What is the anticipated demand calendar and 10-year pro forma for the venue? What is the optimal approach to financing and funding the venue? Are there creative tools that can be used, such as capital giving campaigns, New Market Tax Credits, Economic Opportunity Zone funding? How should the facility be managed and operated? What is the cultural, job creation and economic impact to the community?

Answering these questions is our standard practice and provides our Clients with the information they need to make informed decisions about the pursuit of the Project.

APPROACH

The Consulting Team has developed a nationally recognized multi-task approach to determining project feasibility and providing business planning for performing arts center projects. We have used this process for hundreds of feasibility projects across the country and the world. A summary of our approach is provided below. Please note that while we have included all items requested in the RFP, based on our many years of conducting similar engagements, we have organized our scope of work in a slightly different manner as certain tasks are needed to be complete in order to inform the tasks that follow.



PHASE I: MARKET RESEARCH AND ANALYSIS

TASK 1 – PROJECT ORIENTATION & INITIAL FIELDWORK

To initiate the process, we will hold workshops with Client Representatives to confirm the objectives of the study, develop clear lines of communication, review project methodology, and prepare a project work plan with deliverables and deadlines. Topics to be covered include:

- Review any proposed project planning or discussions that have occurred to date, from a site location, physical, and business-planning standpoint, and any prior work or analyses that may have been conducted by, or for the Town of Wake Forest.

- Meet with the Client representatives and stakeholders for the Project and discuss their objectives for the feasibility study. Stakeholders may include Town Staff from Administration, Renaissance Centre, Finance, Planning, Engineering, Facilities, Downtown Development and Economic Development, as needed.
- Review the Town's near and long-term economic development objectives.
- Identify specific markets and niches for use of the new performing arts center. For these projects to be successful, they must appeal to an array of audiences and attract many types of events. Our Consulting Team is expert in identifying and evaluating the full cross-section of audiences that must come to venues to make them appealing to both promoters and taxpayers.
- Identify competitive/comparable markets for use in benchmarking.
- Utilize our Team's extensive database of performing arts research developed for cities of similar size and demographics for benchmarking.

We will also use this initial orientation as an opportunity to initiate fieldwork. Fieldwork activities will include:

- Tour Wake Forest and the surrounding local area.
- Tour and profile the existing performance and event facilities in Wake Forest and surrounding areas.
- Perform potential user group interviews, including community theater, music and dance groups, local public officials and community leaders, businesses, and other stakeholders, to solicit a broad range of input and to acquire a complete coverage of the market area.
- Review and inventory of existing theatre, arts and cultural organizations – identify appropriate contacts and resources necessary to ensure complete review and assessment of issues and specific data.

TASK 2 – ECONOMIC, DEMOGRAPHIC AND DESTINATION MARKET ANALYSIS

Performing arts centers have three distinct markets—a primary demographic trade area, a secondary area, and, if done correctly, a trade area that can pull from a much larger regional area, if the facility and its surrounding environment is compelling and if the programming strategies are superb. Our Consulting Team will define the potential catchment areas for a new performing arts center and conduct a economic and demographic market analysis. Our efforts will focus a significant amount of research into income and education levels, arts and cultural participation rates, and other key market factors that are unique to the success of performing arts facilities. This data provides strong indicators of overall facility feasibility, sustainability, performance, and target market groups.

Our analysis will provide an objective, realistic assessment

of the market's strengths, weaknesses, opportunities, and threats (SWOT). Among the data to be analyzed will be:

- Population and demographic trends and their impact on demand for arts, cultural and meeting space as it relates to attendance at performing arts events.
- Esri, CoStar, & Placer AI Analysis.
- Current and target economic sectors and major employers.
- The current arts facilities in Wake Forest and organizations that do not have a permanent facility.
- Current and likely future trends in the performing arts, social and meetings industries.
- Profile of the small- to mid-sized performance venue market to include site and facility layout, amenities, and capacity.
- Inventory of public, non-profit, and private arts and cultural organizations, groups, institutions, schools, colleges and universities in the area. This will assist us in determining existing users as well as potential users of the performing arts center located in Wake Forest.
- Hotel, retail and restaurant supply and growth patterns. This will allow us to interpret the local community's ability to host larger events.
- Transportation and assets.
- Other data points and topics as identified.

TASK 3 – PERFORMING ARTS AND CULTURAL TRENDS

We will use our Consulting Team's extensive experience to determine and document industry trends, such as industry growth sectors, including, live music, theater, and family events, promoter trends, venue selection criteria, technology, overall industry health, and other factors that will influence the success of this Project. In addition to our industry experience, Johnson Consulting uses several industry resources to develop performing arts center trend information including PollStar, the International Association of Venue Managers, National Endowment for the Arts Survey of Public Participation in the Arts, and Destination Marketing Association International, and Placer AI data to understand macro level visitation trends for similar developments.

Our Consulting Team will define the universe of facility types and quality levels that serve the multifaceted cultural, arts and events industry. The definitions will profile the market from the smallest to largest facility type, and facility quality levels from low quality to high quality allowing for the client group to get a sense of what is most appropriate for the Wake Forest community using industry specific terms and definitions. The Consulting Team will also highlight what types of events use specific types of spaces, including, but not limited to:

- Business meetings, product launches, educational speaking series (“TED Talks”), weddings, parties, recreational programming, etc.
- Performing arts including opera, classical music concerts, popular music concerts, dance, theater, comedy, storytelling, and other performing arts programs.
- Performing Arts educational programs, training classrooms and studios.
- Other event types as identified by market research.

TASK 4 – REVIEW OF EXISTING PERFORMING ARTS VENUES

This Task is critical to understanding if there is an area of opportunity for a new performing arts center based on the existing supply of facilities in the regional area. The Consulting Team will identify performing art centers and cultural arts facilities in the Town of Wake Forest and region and their performance schedule, and determine implications for a new performing arts center by identifying trends in the area’s market absorption, maximum capacity, and un-accommodated business. We will compile statistical data on the size, quality, location, and performance of these facilities, including demand and operating information, as well as the impact to the region. We will also assess the level of competition for both content and visitation from comparable and competitive facilities within 100 miles (i.e. low competition, moderate competition, high competition).

TASK 5 – STAKEHOLDER ENGAGEMENT

Building on the previous tasks, Johnson Consulting with the assistance of Theatre Consultants Collaborative will work with Client representatives to identify potential project stakeholders, partnerships and synergies. We will interview select local arts organizations as well as regional and national event promoters, event planners, area universities, corporate entities, school districts, and other potential user groups identified. This will include individual meetings with Town of Wake Forest community elected officials, and other major stakeholders. These discussions and outreach will gain insight into community support and need for a new performing arts center, and what space(s) they are currently utilizing.

We will conduct a series of focus group meetings to solicit input and feedback, build understanding and support for the program recommendations, and identify partnerships and relationships that can successfully carry the Project forward through implementation.

- We will form our focus groups around distinct categories of stakeholders related to the performing arts center, and ask them specific questions, as follows:
- **Potential Partners and Tenants** such as local performing arts groups and traveling tours. We will ask specific

questions of these groups regarding their physical and operational needs for the performing arts center, the ability of potential partners to provide financial and other resources, and the rental fee capacity of these organizations based on the current rental fee structure in the marketplace.

- **Event Promoters and Planners** who are active in the local, regional and national touring concert and event markets. We will ask specific questions about the qualities they would seek in a new performing arts center, the types of events they could attract to the marketplace, perceived strengths and weaknesses of the Town of Wake Forest as a destination for events, peer pricing and competition strategies, and key factors for success.

TASK 6 – ANALYSIS OF NATIONAL COMPARABLE FACILITIES

In conjunction with the Town and other key stakeholders, we will select five national comparable performing arts centers that may offer innovative ideas with respect to facility development or performance in the Town of Wake Forest. We will then interview facility management and compile statistical data on the size, quality and performance of these facilities/markets, including demand and operational information, as follows and as available:

- Physical profile, development cost, funding approach and history.
- Profile of past, current, and future event calendars, event attendees’ origin and event program satisfaction, and operating performance, including:
 - Number of events and attendance by type.
 - Trends in recent event and attendance demand.
 - Revenues and Expenses, by type.
 - Analysis of rental fee structures, based on information provided by facility management.
 - Profile of management/ownership structures and funding mechanisms.
 - Analysis of local economic and demographic factors, such as population, per capita income, corporate and employment base, age breakdown, and others, which affect demand.
 - Analysis of local environment and support infrastructure including hotel rooms, retail, restaurants, key attractions, transportation, etc.
- Placer AI Analysis to source where visitors are coming from.
- Future expansion plans.

Johnson Consulting has developed a substantial database of financial and operating data for performing art centers throughout the U.S. Our analysis will provide real world operating data and financial performance results that will

be one of the primary inputs into our demand and financial analysis. Case study information on comparable and competitive facilities will be fully profiled in our report.

PHASE II – PROGRAM/CONCEPT RECOMMENDATIONS AND LOCATION IDENTIFICATION

TASK 7 – RECOMMENDATIONS

The preceding market and demand analysis will assist in the development of a proposed building program and recommended operating model as well as site recommendations. Our Consulting Team will use information gathered from the preceding tasks to determine the appropriate performing arts program and support space product that the Town of Wake Forest will absorb, if any, over the next five to 10 years. We will also comment on their associated land uses components that could complement the venue and shared amenities.

Our Consulting Team will provide recommendations relating to the facility's program, including options for optimal configuration and the overall size of the venue, commenting on and advising on the list of needed facility attributes. This task includes Theatre Consultants Collaboration assisting with the development of a space program for new or expanded facilities based on the findings of the previous stakeholder meetings and other research conducted in the prior task. Additionally, we will recommend optimal pricing levels for facility rentals as well as optimal staffing requirements needed. Our Consulting Team will use this information to determine the appropriate performing arts product that the Town and the regional market can accommodate over the next 10 years.

Recommendations will include items related to, but not limited to the following:

- Number, size, quality and type of performance and event spaces (back-of-house, small theater, rehearsal space, auditorium, reception space, dressing rooms, kitchen, lobby, and other needs as identified by the market research), based on optimal event footprints and consideration to making the space multi-functional so that potential uses may include a variety of institutional, civic and corporate uses.
- Number, size, quality and type of meeting and breakout spaces, catering facilities, etc.
- Facility rental fees based on the types of users and events.
- Desired and required amenities that may be necessary to accommodate the facility.
- Staffing requirements needed to operate the amphitheater.
- Phasing for future expansions or related adjacent development opportunities.

TASK 8 – SITE ANALYSIS

Theatre Consultants Collaboration will lead this task, evaluating potential sites relative to theatre operations. Building upon our initial field work investigations and discussions with Client Representatives and other key stakeholders, the Consulting Team will identify the amount of land needed to build the recommended facility, and analyze potential sites six potential sites (small, medium, and large) for the potential performing arts venue and analyze their appropriateness.

Our analysis will identify site characteristics including:

- Preliminary program requirements: size and functional requirements.
- Relationship to surrounding development, including existing community elements such as hotel rooms, restaurants, entertainment, retail, or other facilities in the Town.
- Optimal site and building design considerations.
- Hotel supply connections.
- Relationship with the existing transportation and connectivity network, including parking requirements; pedestrian, bicycle, transit and vehicular circulation and accessibility (this work will be preliminary in nature).
- Impacts of development on existing community.
- Integration with other economic or community development efforts.
- Impact on existing businesses, hotels and tourism.
- Potential Impact on Public/Private financing.
- Land availability for potential future expansion.
- Environmental considerations.
- Visibility.
- Cost.
- Others as identified.

We will then rank the six potential sites for the proposed performing arts venue utilizing Johnson Consulting's proprietary Site Ranking Matrix based upon their suitability for accommodating the recommended building program, market demand performance, total cost considerations, potential for expansion, and proximity to required support amenities. We will identify the opportunities and constraints for siting the project in the recommended target area. Additionally, we will apply a qualitative summary for decisions made as it relates to design, connectivity and the community as their impacts can be less apparent in a strictly quantitative review.

As part of this task, Theatre Consultants Collaboration will develop cost models for each site per size of proposed facility: low, medium, and high seating capacity.

PHASE III – FINANCIAL PROJECTIONS

TASK 9 – DEMAND PROJECTIONS

Once the development program and potential site has been agreed upon by Client representatives, the Consulting Team will prepare finalized demand projections for the proposed venue and outline the potential demand by market segment/ event type for the first 5 years of operation. The following data and analysis will be included as part of this Task:

- Complete analysis and demand profile of existing performing arts, cultural and event centers in the region—Demand, demographic pull, market penetration, programming, physical attributes, operating and capital funding, revenue and expense profile, ownership structure, operational and organizational structure.
- Analysis of any previous projections that have been prepared.
- Summarization of demand calendars for three to five comparable or example facilities that are the approximate size of the prospective facilities.
- Development of long-range demand projections addressing the number of shows and events, number of event days, number of attendees, and the amount of space needed for various event types over a 5-year period.
- Detailed interviews of regional arts groups, financial partners—corporations, foundations, philanthropists, for both capital support and programming support.
 - ‘ **BOTTOM-UP’ APPROACH:** reflecting current demand as identified in the market and demand analysis, annual repeat events, turned away events, and transfers from other locations, and
 - ‘ **TOP-DOWN’ APPROACH:** reflecting analysis of comparable facility demand, relative levels of supply and demand in the overall market and anticipated future market share.

TASK 10 – FINANCIAL PROJECTIONS

Based on our extensive knowledge of performing arts center operations and experience with similar facilities, we will develop estimates of income from various sources, including shows, events, grants and fundraising and contractually obligated income streams such as, but not limited to, sponsorships, advertising, and concessions. As part of the analysis, we will develop a detailed financial model for the new venue that includes a full discussion of assumptions and considers all factors that will affect the performance of the facilities. The model will generate a financial pro forma statement that summarizes a 5-year projection of revenues, expenses (including a projection of the annual surplus or subsidy needed for each of the first 10 years) and net

operating income throughout the period of the projections. This will include estimates per square foot to build new.

Revenues will include: ticket sales, space rentals, concessions, novelties, advertising, parking, service charges, and others specific to this Project. Expenses will include: payroll, utilities, repairs and maintenance, advertising and marketing, security, insurance, management expense, capital reserves for replacement, and others identified.

The analysis will document a recommended approach to the management and delivery of services. Details on staffing, food and beverage, parking, and other major line items affecting the operation will enable the reader to clearly understand the revenue and expenses; and therefore, the overall financial performance of the performing arts center.

Our analysis will also discuss the pros and cons of public ownership and operation versus public funding of the venues with private management as well as the implications of a completely private development.

At the end of this Task, the reader will be provided with a clear understanding of how the proposed facility is projected to perform based on different financing, management, and ownership structures. It will also provide a comprehensive analysis of the impact of the performing arts center on other existing venues.

TASK 11 – ECONOMIC AND FISCAL IMPACT ANALYSIS

Based on the facility’s projected demand schedule and assumptions regarding origin of attendees, as well as the local and regional tax structure, our Consulting Team will project the economic, social and fiscal impacts that will accrue in the local market as a result of the annual operations at the performing arts center as well as the one-time construction impacts. The analysis will consider direct spending impacts, and indirect and induced impacts, fiscal impacts, and local employment and income impacts based on standard multipliers of direct impacts that are refined based on local market conditions. Economic impact is defined as incremental new spending in an economy that is the direct result of certain activities, facilities, or events.

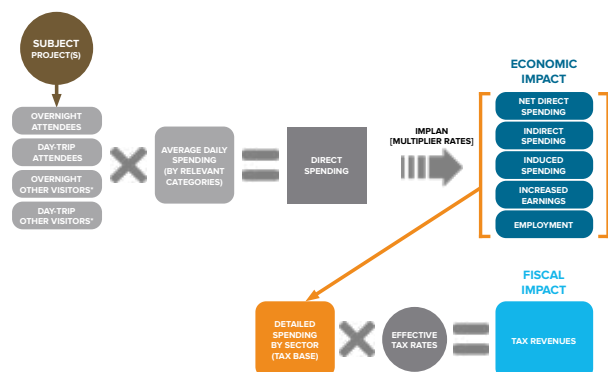
The presentation of our economic and fiscal impact analysis will include the following:

- **DIRECT SPENDING** – is an expression of the spending that occurs as a direct result of the events and activities that occur at the venue. For example, a patron’s expenditures on hotel rooms, shopping, and meals are direct spending.
- **INDIRECT SPENDING** – consists of re-spending of the initial or direct expenditures, or, the supply of goods and services resulting from the initial direct spending at the venue. For example, a patron’s direct expenditure on a

restaurant meal causes the restaurant to purchase food and other items from suppliers. The portion of these restaurant purchases that are within the local, regional, or state economies is counted as an indirect spending.

- **INDUCED SPENDING** – represent changes in local consumption due to the personal spending by employees whose incomes are affected by direct and indirect spending. For example, a waiter at the restaurant may have more personal income as a result of the hotel guest's visit. The amount of the increased income the waiter spends in the local economy is called an induced spending.
- **TOTAL SPENDING** – is the sum of direct spending, indirect spending, and induced spending.
- **INCREASED EARNINGS** – measures increased employee and worker compensation related to the Project being analyzed. This figure represents increased payroll expenditures, including benefits paid to workers locally. It also expresses how the employees of local businesses share in the increased outputs.
- **EMPLOYMENT** – measures the number of jobs supported in the study area related to the spending generated as a result of the events occurring in the multi-purpose center. Employment impact is stated in a number of full-time equivalent jobs.

It may also be helpful in obtaining final funding grants and ongoing operating support by communicating how the Project can help drive demand to the area, how much employment will occur and how much tax revenue will be generated.



TASK 12 – FUNDING AND MARKETING STRATEGIES

Our Consulting Team has extensive municipal and not-for-profit finance experience and private sector development experience in North Carolina and throughout the U.S. We will use our collective experience to judge what the market and financial models indicate, to help consider how to execute the Project. Previously, we have identified multiple private sector funding sources, created operating districts, and helped authorities create Tax Increment, Special Assessment and Tourism Development Zones and many other forms of finance support districts. We also have created special park districts and not-for-profit entities to help fund and operate amphitheaters, arts and cultural centers, sports complexes, hotels, conference centers, arenas, and real estate development districts.

Drawing on our experiences in markets across the country, and discussions with the Town of Wake Forest and other stakeholders, our Consulting Team will recommend potential funding sources for the new performing arts center. We will provide sustainable funding models and associated business model for each funding model. We will review public initiatives such as tax increment financing, the market's capacity in lodging or meals taxes, etc. In addition, we will explore the joint partnerships whereby the Town and another entity would both contribute to financing cost for shared usage. We will draw upon examples of communities that have taken these various approaches. The report will set the stage for developing funding applications and deliberations regarding phasing, planning, and subsequent implementation.

We will offer a specific discussion regarding revenue sources that are available to public and private facilities, including benefactor naming rights and other specialized revenue streams, such as advertising, and based on market conditions.

Our Consulting Team will provide a top-level marketing strategy to support the programming. It will outline an effective marketing plan to serve the proposed scope and function of the facility, considering the community and proven methods for success in the Town of Wake Forest.

REPORTS, MEETINGS AND DELIVERABLES

We are noted for the clarity and quality of our reports and all communications. The following are deliverable products that we will provide at a minimum to the Town of Wake Forest:

- **DRAFT REPORT:** Will be provided to the Town of Wake Forest. The Draft Report will include an Executive Summary and fully documented findings and recommendations and be accompanied by appropriate graphics and presentation material. Following the issuance of the Draft Report, the Consulting Team will meet with Client representatives to discuss key recommendations and receive input and guidance.
- **FINAL REPORT:** We will provide a fully documented Final Report, it will include a succinct Executive Summary addressing all the Town of Wake Forest's comments and refinements received throughout the study period.
- **PRESENTATION:** A PowerPoint presentation detailing our findings and recommendations will be provided on-site to discuss our findings from the feasibility and business plan.
- We have budgeted for a minimum of three in-person meeting sessions – at kickoff, a mid-point workshop, and to present our findings and recommendations. Our staff may also be in the market to conduct fieldwork at other points during the study. We will be available for meetings and workshops during these fieldwork trips, and via conference calls throughout the duration of the study. We will work closely with the Town of Wake Forest, and others as appropriate to ensure the timely delivery of a study that accurately meets your needs and requirements and addresses all relevant questions and concerns that arise.

6. PROJECT COST

Consultant	Role	Hourly Rate	TASK 1 Project Orientation and Initial Fieldwork		TASK 2 Economic, Demographic, and Destination Market Analysis		TASK 3 Performing Arts and Cultural Industry Trends		TASK 4 Review of Existing Performing Arts Facilities		TASK 5 Stakeholder Engagement		TASK 6 Analysis of National Comparable Facilities	
			Hours	Total Fee	Hours	Total Fee	Hours	Total Fee	Hours	Total Fee	Hours	Total Fee	Hours	Total Fee
1 Charles Johnson	President, Project Executive	\$350.00/hr	4	\$1,400	4	\$1,400	3	\$1,050	2	\$700	3	\$1,050	2	\$700
2 Ryan Johnson	Principal, Project Manager	\$225.00/hr	8	1,800	8	1,800	6	1,350	4	900	5	1,125	6	1,350
3 Brandon Dowling	Project Advisor	\$225.00/hr		-		-		-		-		-		-
4 Sarah Emmerton	Project Advisor	\$225.00/hr		-		-		-		-		-		-
5 Johnson Consulting	Project Analyst	\$200.00/hr	10	2,000	20	4,000	18	3,600	20	4,000	15	3,000	25	5,000
6 Robert Long	Principal, Theatre Consultants Collaborative	\$220.00/hr	8	1,760		-		-		-	15	3,300		-
7														
8				-		-		-		-		-		-
9				-		-		-		-		-		-
10				-		-		-		-		-		-
Totals:			30	\$6,960	32	\$7,200	27	\$6,000	26	\$5,600	38	\$8,475	33	\$7,050

Consultant	Role	Hourly Rate	TASK 7 Recommendations		TASK 8 Site Analysis		TASK 9 Demand Projections		TASK 10 Financial Projections		TASK 11 Economic and Fiscal Impact Analysis		TASK 12 Funding and Marketing Strategies	
			Hours	Total Fee	Hours	Total Fee	Hours	Total Fee	Hours	Total Fee	Hours	Total Fee	Hours	Total Fee
1 Charles Johnson	President, Project Executive	\$350.00/hr	4	\$1,400	4	\$1,400	6	\$2,100	4	\$1,400	3	\$1,050	2	\$700
2 Ryan Johnson	Principal, Project Manager	\$225.00/hr	8	1,800	8	1,800	10	2,250	10	2,250	6	1,350	8	1,800
3 Brandon Dowling	Project Advisor	\$225.00/hr		-		-		-		-		-	8	1,800
4 Sarah Emmerton	Project Advisor	\$225.00/hr		-		-		-		-		-		-
5 Johnson Consulting	Project Analyst	\$200.00/hr	15	3,000	10	2,000	18	3,600	25	5,000	20	4,000	3	600
6 Robert Long	Principal, Theatre Consultants Collaborative	\$220.00/hr	10	2,200	6	1,320		-		-		-		-
7														
8		\$0.00/hr		-		-		-		-		-		-
9				-		-		-		-		-		-
10				-		-		-		-		-		-
Totals:			37	\$8,400	28	\$6,520	34	\$7,950	39	\$8,650	29	\$6,400	21	\$4,900

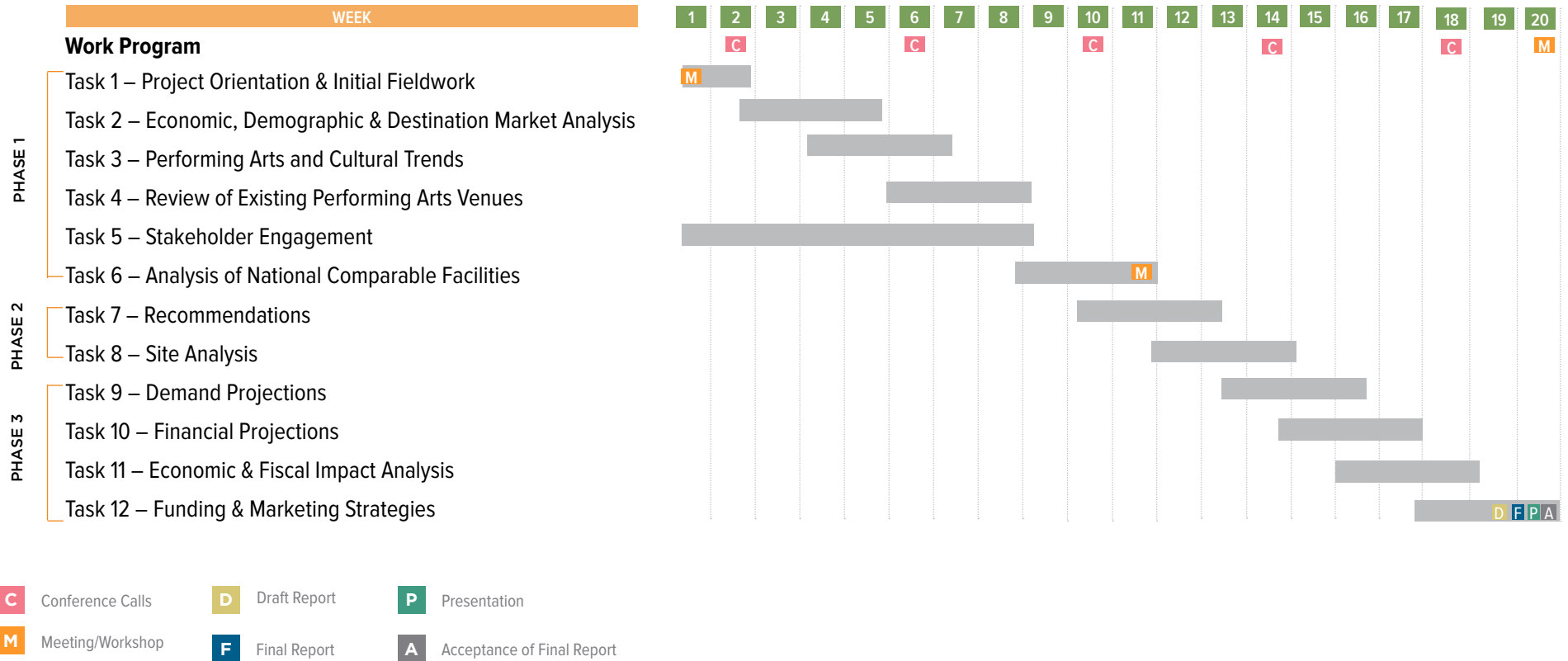
Consultant	Role	Hourly Rate	Hours	Fee	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours
Johnson Consulting														
1 Charles Johnson	President, Project Executive													
2 Ryan Johnson	Principal, Project Manager													
3 Brandon Dowling	Project Advisor												-	
4 Sarah Emmerton	Project Advisor												-	
5													-	
6													-	
7													-	
8													-	
9													-	
10													-	
Totals:			0	0	\$0	0	\$0						374	\$84,105
Total Anticipated Fee Budget:		\$	84,105											
Maximum Expense Budget:		\$	10,000											
Total Budget Based on Hourly Rates:		\$	94,105											
Total Hours			374											

EXHIBIT B



5. PROJECT SCHEDULE

We anticipate that the study will take approximately 20 weeks to complete and we commit to meeting all of your timeframe requirements including a final deliverable prior to August 30th, 2024.



* Schedule is tentative and subject to change

RESOLUTION 2024-xx

RESOLUTION AUTHORIZING PROPOSAL FROM JOHNSON
CONSULTING
TOWN OF WAKE FOREST, NORTH CAROLINA

WHEREAS, the Town of Wake Forest has received a proposal from Johnson Consulting, a consulting firm that specializes in the development, improvement, and operation of performing arts and cultural centers and other public assembly facilities and districts, to analyze the feasibility, impact, sustainability, and viability of a proposed performing arts center on the cultural landscape of the Wake Forest community.

WHEREAS, the attached proposal outlines the detailed scope of work along with the various areas to be evaluated and analyzed. Results from the study will provide information and direction for the Board of Commissioners to consider the need of a performing arts center for the Town.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Town of Wake Forest authorizes the Town Manager to accept the proposal as submitted by Johnson Consulting.

This the 16th day of July 2024.

Mayor Jones, Vivian A. Jones

ATTEST:

Theresa Savary, Town Clerk



Board of Commissioners Agenda Item Report

Agenda Item No.: 2024-230-

Submitted by: Terry Savary

Submitting Department: Administration

Meeting Date: July 16, 2024

SUBJECT

Approval of a Resolution Authorizing an Interlocal Agreement Between the Town of Wake Forest and Wake County

Recommendation:

Item Summary:

ATTACHMENTS

- [ILA Resolution.docx](#)
- [DRAFT WAKE FOREST WakeCountyNDOILAFORMFY2025_.pdf](#)

RESOLUTION 2024-xx

APPROVAL OF A RESOLUTION AUTHORIZING AN INTERLOCAL
AGREEMENT BETWEEN THE TOWN OF WAKE FOREST AND WAKE
COUNTY

WHEREAS, the Wake County Board of Commissioners enacted a nondiscrimination ordinance on October 21, 2021, and;

WHEREAS, the Wake County Board of Commissioners requested the municipalities within Wake County adopt the same ordinance through an interlocal agreement.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Town of Wake Forest authorizes the Town Manager to enter into the attached Interlocal Agreement.

This the 16th day of July 2024.

Mayor Jones, Vivian A. Jones

ATTEST:

Theresa Savary, Town Clerk

**INTERLOCAL AGREEMENT
REGARDING
ENFORCEMENT OF THE WAKE COUNTY NONDISCRIMINATION ORDINANCE IN
MUNICIPAL JURISDICTIONS**

This Interlocal Agreement is entered into among **THE TOWN OF WAKE FOREST, NORTH CAROLINA**; being a municipal corporation organized under the laws of the State of North Carolina ("Municipality"); and **WAKE COUNTY, NORTH CAROLINA** (the "County" or "Wake"), a public body politic and corporate of the State of North Carolina, Individually called a "Party" in this interlocal agreement and collectively called the "Parties."

RECITALS:

WHEREAS, the County and Municipality welcome all people and recognize the importance of diversity and the importance of all people being free from discrimination based on race, natural hair or hairstyles, ethnicity, creed, color, sex, marital or familial status, sexual orientation, gender identity or expression, national origin or ancestry, pregnancy, National Guard or veteran status, religious belief or non- belief, age, or disability; and

WHEREAS, invidious discrimination and the tolerance of invidious discrimination is detrimental to the health, safety, and welfare of the citizens of the County and Municipality and the peace and dignity which the County and Municipality seek to promote for all of their residents; and

WHEREAS, on October 18, 2021, in accordance with G.S. 153A-121, the Wake County Board of Commissioners enacted a Non-Discrimination Ordinance (Sections 34-01 – 34.08 of the Wake County Code of Ordinances) ("Wake NDO" or "NDO") effective within the jurisdictional limits of the County to promote principles of diversity, inclusion, harmony, and equal treatment for all and thereby the health, safety, and welfare of those who live in, work in, and visit the County as well as to promote the peace and dignity of the County; and

WHEREAS, the Wake NDO states that municipalities located within the County may adopt the Wake NDO provided they enter into an interlocal agreement that establishes enforcement procedures; and

WHEREAS, pursuant to N.C.G.S. § 153A-122, the respective governing body of the Municipality has enacted a resolution adopting the Wake NDO within their territorial jurisdiction; and

WHEREAS, pursuant to N.C.G.S. §160A-174(a), "[a] city may by ordinance define, prohibit, regulate, or abate acts, omissions, or conditions detrimental to the health, safety, or welfare of its citizens and the peace and dignity of the city[;]" and

WHEREAS, County and the Municipality agree that the Parties should collaborate in their efforts to eradicate discrimination and that a coordinated approach in combatting discrimination in public accommodations and employment advances those goals; and

WHEREAS, the County Manager for the County and the City/Town Manager for the Municipality have conferred concerning enforcement of the Wake NDO within the corporate limits of the Municipality and this interlocal agreement describes the rights and responsibilities of each Party; and

WHEREAS, the Parties desire to centralize the non-discrimination complaint process and procedure established by the County for improved consistency and accountability; and

WHEREAS, the Parties desire to enter into this Agreement pursuant to the statutory authority authorizing interlocal agreements, N.C.G.S §§ 160A-460 to 160A-464, in order to pursue the above-stated goals.

NOW THEREFORE, for and in consideration of the premises and covenants contained in the Agreement, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE I

Definitions

1.01. Definitions: For all purposes of this Agreement, unless the context requires otherwise, the following terms shall have the following meanings:

Agreement means this Interlocal Agreement.

Complaint means a written allegation of discrimination filed on the County's adopted complaint form in accordance with the Wake NDO.

Complainant means a Person as defined under the Wake NDO who files a Complaint.

Conciliation means attempted resolution of issues raised by a complainant through informal means not involving court process.

Discrimination means any difference in treatment based on a Protected Class as defined herein.

Employer means any person employing one or more persons within the County or within the corporate limits of the Municipal Party and any person acting in the interest of an Employer, directly or indirectly, including an employment agency. "Employer" shall include Wake County and any WakeCounty Contractor.

Gender identity or expression means having or being perceived as having gender-related identity, expression, appearance, or behavior, whether or not that identity, expression, appearance, or behavior is different from that traditionally associated with the sex assigned to that individual at birth.

Municipality means the municipal party named Municipal Party in this Agreement.

Party means the municipality or Wake County, as the context or the usage of such term may require, which is a signatory to this Interlocal Agreement.

Person means a natural person, a corporation, company, partnership, firm, association or other entity with a separate legal existence.

Protected class means race, natural hair or hairstyles, ethnicity, creed, color, sex, pregnancy, marital or familial status, sexual orientation, gender identity or expression, national origin or ancestry, marital or familial status, pregnancy, National Guard or veteran status, religious belief or non-belief, age, or disability.

Protected hairstyle means any hairstyle, hair type, or hair texture historically

associated with race such as, but not limited to, braids, locks, twists, tight coils or curls, cornrows, Bantu knots, and afros.

Public accommodation means any place, facility, store or other establishment which supplies accommodations, goods, or services to the public or which solicits or accepts the patronage or trade of the general public. A public accommodation shall not include a Religious Organization and all of the activities of the Religious Organization, or non-profit fraternal or social organization which restricts use of facilities and services to members and their guests.

Religious Organization means a church, mosque, synagogue, temple, non-denominational ministry, faith-based mission or faith-based entity that is primarily devoted to the study, practice, or advancement of religion.

Respondent means a Person as defined under the Wake NDO against whom a complaint has been filed pursuant to the Wake NDO.

ARTICLE II

Purpose, Process & Responsibilities

2.01. Recitals; Purpose: The Recitals are incorporated herein. The Parties agree to centralize all non-discrimination complaints that arise from the Wake NDO received in their respective jurisdictions in one online portal system managed by the County.

2.02. Roles and Responsibilities of the Parties:

(A) The County shall:

1. Provide a Complaint form available to persons and members of the public.
2. Establish and maintain an online portal for the intake of Complaints filed within the jurisdictional limits of the County and the jurisdictional limits of the Municipal Parties.
3. Perform jurisdictional review of all Complaints received in accordance with the provisions of the Wake NDO and this Agreement and issue letters of denial or referral for Conciliation.
4. Provide administrative personnel to perform work under this Agreement.
5. Contract with third parties for the administration of the investigatory and conciliation process established in the Wake NDO.
6. Collect fees from the Municipality as set out in this Agreement.
7. Cooperate and use best efforts to ensure that the various provisions of this Agreement are fulfilled.

(B) The Municipal Party shall:

1. Coordinate with the County following the County's receipt of any Complaint falling within their jurisdictional limits.
2. Assist the County in determining whether a Complaint falls within the jurisdiction of the Municipality.

3. Compensate the County for administrative costs and fees as set out in this Agreement.
4. Cooperate and use best efforts to ensure that the various provisions of this Agreement are fulfilled.

2.03. Process: All Complaints regarding alleged violations of the Wake NDO must be filed with the County Manager's Office within ninety (90) days of the alleged discriminatory act on the Complaint form provided by the County in accordance with the criteria set forth therein. Upon review of the Complaint, the County Manager, or his designee, shall determine if the Complaint falls within the jurisdiction of the County or the Municipality and make a recommendation for one or more of the following actions:

- 1) No further action based on lack of jurisdiction, whether territorial or subject matter jurisdiction, or
- 2) An opportunity for the Complainant and the Respondent to participate in Conciliation to resolve the dispute. The County shall be responsible for communicating the recommended action to the Complainant upon intake and review of the Complaint.

In all cases where the County recommends Conciliation, the County shall offer the Complainant and the Respondent an opportunity to participate in a conciliation process, free of charge. The Complainant and Respondent may, but are not required, to be represented by counsel, but they shall be responsible for their own fees or expenses related to representation, preparation or attendance. The Conciliation session shall be a closed, informal, and confidential process to the extent permitted by law. All resolutions of Complaints shall be reduced to writing, signed by the Complainant and Respondent, and acknowledged by the facilitator of the Conciliation. The memo of conciliation shall be enforceable as a binding contract between the Complainant and the Respondent.

All jurisdictional determinations and Conciliations facilitated by the County are final, with no right to appeal by the Complainant or the Respondent.

The County shall not be responsible for advising a Complainant or a Respondent of available alternatives to Conciliation.

2.04. Authority: In accordance with N.C.G.S. § 160A-463, County employees who are carrying out functions described in this Agreement shall possess and exercise all of the authority that the law permits an employee of the Municipality to possess and exercise.

2.05. Limitations: This Agreement does not require the County or the Municipality to take any action on behalf of a Complainant or Respondent. Nothing herein shall require the County to initiate judicial action by or on behalf of any Complainant or the Municipality, including but not limited to injunctive relief or any other equitable remedy under law. The Parties understand that the conciliation process established by the Wake NDO is voluntary and non-penal in nature. The County's role under the Wake NDO is to encourage and facilitate resolution of Discrimination among Protected Classes occurring in Employment or Places of Accommodation. Nothing in this Agreement requires the County or the Municipality to take any action other than that specified in this Agreement.

Nothing in this Agreement shall be interpreted or applied so as to create any requirement, power, or duty in conflict with the Wake NDO.

The Wake NDO does not create any individual right, privilege, or benefit, whether substantive or procedural, enforceable at law or in equity by any party against the County, the Municipality, their agencies, departments or any other officers, elected officials, or employees or any other person or entity, including respondents.

Nothing in this Agreement precludes a Complainant from filing any action allowed by law, but the Complainant must bear the Complainant's own costs, expenses, and attorney's fees. A Complainant who wishes to file a court action must do so through the Complainant's own attorney or if appearing pro se, through the court's pro se clerk's office.

Nothing in this Agreement conveys rights to any person or entity that is not a party to this Agreement. Only the parties may enforce this Agreement.

2.06. Special Provisions Regarding Public Records: Nothing herein shall require the County to accept responsibility for responding to any public records request filed with the Municipality in association with this Agreement. Nothing herein shall require the Municipality to accept responsibility for responding to any public records request filed with the County in association with this Agreement. Notwithstanding the above, Wake County shall respond to all public records requests filed with the County for documents or materials in its possession. The parties acknowledge that electronic or written communication related to the Complaint or Conciliation in the custody of the County or the Municipality may be considered public record under North Carolina law. The Conciliation session shall not be recorded and shall remain confidential to the fullest extent allowed by law.

ARTICLE III

Administrative Fees, Costs, & Personnel

3.01. Collection of Fees: During the Term of this Agreement as set forth in section 4.02, below, the County will not assess an administrative fee for the services provided to the Municipality. The Municipality acknowledges and contemplates that a cost-share agreement may be required in the future.

3.02. Responsibility for Costs: The County agrees to provide all personnel, resources, and equipment to carry out the Purpose of this Agreement. Costs associated with these resources will be paid by the County.

3.03. Attorneys Fees: While either participant may engage legal counsel to assist in the process, the Complaint process is a voluntary attempt at Conciliation and as such there is no constitutional right to legal representation. If Complainant or Respondent choose to be represented by counsel, each shall be responsible for payment of attorney's fees incurred.

ARTICLE IV

Effective Date, Term, Termination, and Addition of Parties

4.01. Effective Date: This Agreement shall become effective for a Municipality on the earlier of the effective date of the Wake NDO or the execution date of this Agreement.

4.02. Term: The term of this Agreement shall commence on the Effective Date

and terminate on June 30, 2025, unless earlier terminated in accordance with Section 4.03. The County Manager shall have the authority to extend the term of this Agreement, subject to the appropriation of funds by the Wake County Board of Commissioners. The City/Town Manager shall have the authority to extend the term of this Agreement, subject to the appropriation of funds by the City/Town Council.

4.03. Termination: The Municipal Party shall have the right to withdraw or terminate participation in this Agreement upon 30-day notice to the County.

ARTICLE V

Notice

5.01. Notice: Any written or electronic notice required by this Agreement shall be delivered to the Parties at the following addresses:

For the County:

Wake County Manager
Wake County Justice Center
301 S. McDowell St.
Raleigh, NC 27601
chris.dillon@wakegov.com

For the Municipality:

Kip Padgett, Town Manager
Town of Wake Forest
301 S. Brooks Street
Wake Forest, NC 27587
kpadgett@wakeforestnc.gov

With a copy to the Municipal Attorney.

ARTICLE VI

Miscellaneous

6.01. Governing Law and Venue: The Parties agree that North Carolina law shall govern this Agreement. Venue for any disputes arising under this Agreement shall be in the Superior Court of Wake County, North Carolina.

6.02. Severability: If any provision of this Agreement shall be determined to be unenforceable by a court of competent jurisdiction, such determination will not affect any other provision of this Agreement.

6.03. Entire Agreement, Amendments: This Agreement constitutes the entire Agreement between the Parties. This Agreement shall not be modified or amended except in writing signed by all the Parties.

6.04. Intentionally Omitted.

6.05. Liability of Officers and Agents: No officer, agent, or employee of either Party shall be subject to any personal liability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officers,

agents, or employees shall be deemed to execute this Agreement in their official capacities only, and not in their individual capacities. This section shall not relieve any such officer, agent, or employee from the performance of any official duty provided by law.

6.06. Assignment: Neither Party shall sell or assign or subcontract any interest in or obligation under this Agreement without the prior written consent of the other Party.

6.07. No Waiver Of Sovereign Immunity: Nothing in this Agreement shall be construed to mandate purchase of insurance by Wake County pursuant to N.C.G.S. 153A-435 or by the municipality pursuant to N.C.G.S. 160A-485; or to be inconsistent with Wake County's "Resolution Regarding Limited Waiver of Sovereign Immunity" enacted October 6, 2003; or to in any other way waive any Party's defense of sovereign or governmental immunity from any cause of action alleged or brought against a Party for any reason if otherwise available as a matter of law.

6.08. Intentionally Omitted.

6.09. Indemnity and Defense of Claims:

(A) Mutual Indemnity.

For the County. If allowed by North Carolina law and to the extent it does not operate as a waiver of sovereign immunity and is not inconsistent with County's "Resolution Regarding Limited Waiver of Sovereign Immunity", County shall indemnify and hold harmless the Municipality from and against all claims, demands, costs (excluding attorney's fees), and expenses arising out of or relating to County's obligations under this Agreement and caused by the negligence or willful misconduct of the County, its employees, its officials, its agents, or its contractors.

For the Municipality. If allowed by North Carolina law and to the extent it does not operate as a waiver of sovereign or governmental immunity and is not inconsistent with the Municipality's waiver policy concerning immunity, the Municipality shall indemnify and hold harmless the County from and against all claims, demands, costs (excluding attorney's fees), and expenses arising out of or relating to the Municipality's obligations under this Agreement and caused by the negligence or willful misconduct of the Municipality, its employees, its officials, its agents, or its contractors.

Notice Required. If a claim, suit, or cause of action is made against any Party hereto and the Party believes that they are entitled to indemnification, notice shall be given to the indemnitor within five (5) business days after that Party's first notice of any such claim, suit, or cause of action. Failure to provide this notice will preclude indemnity.

(B) Defense of Claims.

For the County. If the County is named as a party to a lawsuit or legal action relating to the Wake NDO, the County will bear all costs and expenses relating to the defense of that claim, except as provided in section 6.09(A) of this Agreement concerning indemnity.

For the Municipality. If the Municipality is named as a party to a lawsuit or legal action relating to the Wake NDO, the Municipality will bear all costs and expenses relating to the defense of that claim, except as provided in section 6.09(A) of this Agreement

concerning indemnity.

Cooperation. If the County is named as a party to a lawsuit or legal action relating to its enforcement of the Wake NDO within the corporate limits of the Municipality and the County does not request that the Municipality take over its defense, the Municipality will provide informal assistance to the County and will confer with the County's attorneys about the potential to intervene or otherwise assist in the proceeding.

6.10. Real Property: This Agreement does not involve the acquisition or ownership of real property.

6.11. Breach and Default: In the event of breach of this Agreement, the Parties shall be entitled to such legal or equitable remedy as may be available, including specific performance.

6.12 Representations and Warranties: The Parties each represent, covenant and warrant for the other's benefit as follows:

(A) Each Party has all necessary power and authority to enter into this Agreement and to carry out the transactions contemplated by this Agreement, and this Agreement has been authorized by Resolution spread upon the minutes of each Party's governing body. This Agreement is a valid and binding obligation of each Party.

(B) Each Party will comply with all non-discrimination requirements applicable to its activities.

(C) To the knowledge of each party, neither the execution and delivery of this Agreement, nor the fulfillment of or compliance with its terms and conditions, nor the consummation of the transactions contemplated by this Agreement, results in a breach of the terms, conditions and provisions of any agreement or instrument to which either Party is now a party or by which either is bound, or constitutes a default under any of the foregoing.

(D) To the knowledge of each Party, there is no litigation or other court or administrative proceeding pending or threatened against such Party (or against any other person) affecting such Party's rights to execute or deliver this Agreement or to comply with its obligations under this Agreement. Neither such Party's execution and delivery of this Agreement, nor its compliance with its obligations under this Agreement, requires the approval of any regulatory body or any other entity the approval of which has not been obtained.

6.13 Verification of Work Authorization; Iran Divestment Act Certification: The Parties, and all subcontractors, shall comply with Article 2, Chapter 64, of the North Carolina General Statutes. The Parties hereby certify that they, and all subcontractors, are not on the Iran Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58.

IN WITNESS WHEREOF, the parties, pursuant to resolutions of their respective governing boards spread upon their minutes, have caused this Agreement to be executed in their corporate names by their duly authorized officers, all as of the date first above written.

WAKE COUNTY

ATTEST:

County Manager

County Clerk

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

Chief Financial Officer (or designee)
Wake County

Town of Wake Forest

ATTEST:

Kip Padgett, Town Manager

Terry Savary, Clerk

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

Chief Financial Officer (or designee)
Town of Wake Forest



Board of Commissioners Agenda Item Report

Agenda Item No.: 2024-218-

Submitted by: Terry Savary

Submitting Department: Administration

Meeting Date: July 16, 2024

SUBJECT

Department Monthly Reports

Recommendation:

Item Summary:

ATTACHMENTS

- [June 2024 Monthly Report.pdf](#)

June 2024 | Department Monthly Report

Communications

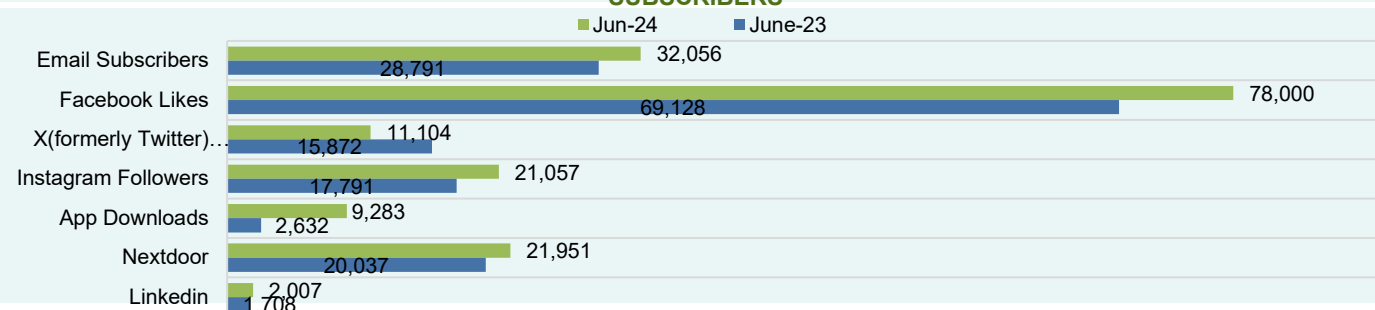
ANNOUNCEMENTS

Media Releases	38
Email Announcements	15
Town-to-Resident Phone Calls	18

TOP 5 VIEWED PAGES ON WEBSITE

RANK	PAGE	VIEWS
1	Forms & Applications	7,873
2	Home	5,930
3	Friday Night on White	3,983
4	Holding Park Aquatic Center	7,263
5	Stormwater Utility Fee	2,484

SUBSCRIBERS



Downtown Development

OCCUPANCY

	APR-JUN 2024	APR-JUN 2023
Occupancy Rate in Percentage	92%	90%

NEW BUSINESSES

	JUNE 2024	FISCAL YEAR-TO-DATE
Number of New Businesses	0	10
Number of Businesses Closed	0	7

UPDATES PROVIDED QUARTERLY

EVENTS

THIRD QUARTER EVENTS (APR-JUNE)	ATTENDANCE IN 2024	ATTENDANCE IN 2023
Friday Night on White	7,000	12,000

Friday Night on White saw lower crowds in June due to warmer-than-average temperatures, but Bounce! Party Band was a huge hit with the crowd and we can't wait to have them back for a future event.

The second round of historic plaques have been finalized and ordered for five properties in Downtown. These plaques help highlight and share the history of the buildings downtown withing the Historic District.

Downtown Development staff attended the S Line Mobility Hub Open House on June 12.

Wake Forest Downtown, Inc. recognized outgoing board members, Ann Welton (2016-2024) and Kaylyn Burns (2021-2024), for their service and dedication at their monthly meeting on June 5. Wake Forest Downtown, Inc. hosted a merchant social at Broadsides & Brews on June 18 with 11 different businesses in attendance.

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)

	JUNE 2024	JUNE 2023
Number of Responses to RFIs	2	0

Economic Development

BUSINESS RETENTION & EXPANSION

NAMES OF BUSINESSES VISITED THIS MONTH

Pinpoint Properties

Engineering

PROJECT UPDATES

Stormwater Utility	Finalized postcard and outreach plan to begin in July 2024
Street Resurfacing	We coordinated with Raleigh Water to make adjustments for FY2425 schedule. FY2324 schedule is ongoing. Engineering continues to address resident questions.

Finance

FINANCIAL TASKS COMPLETED

TAX RETURNS & REPORTS	COMPLETION DATE
NC Sales and Use Tax Form E500 and Payment	6/11/2024
ORBIT/LGERS Report – NC State Treasurer	5/3/2024
Utility Sales Tax Return – E500 E	6/14/2024
BLS Department of Labor Report	6/25/2024
Gross Receipts Tax on Concessions	6/11/2024
Food & Beverage Tax Report	6/11/2024
ACCOUNTING/FINANCE	AMOUNT
Total \$ Accounts Payable Disbursement	\$2,409,854
Total ePayables & Payroll Disbursement	\$1,736,971
Total Number of Invoices Paid	398
Total \$ Invoices Paid with Credit Card	\$873,450

PURCHASING / WAREHOUSE

Purchase Orders Processed	30
New Vendors Set Up	5
Informal Quotes	18
\$ Received Surplus Items Sold	\$0
HUBSCO Reports	1

Fire

KEY STATS

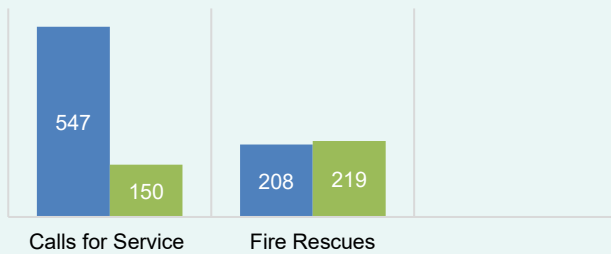
	JUNE 2024	JUNE 2023
Calls for Service	547	398
Average Response Time	4:24	4:26

TYPES OF CALLS

	JUNE 2024	JUNE 2023
Fire	208	150
Medical	303	219
Motor Vehicle Accidents (MVA)	36	29

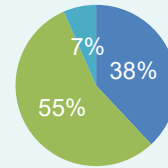
FIRE-KEY STATS

■ Jun-24 ■ Jun-23



TYPES OF CALLS

■ Fire ■ Medical ■ MVAs



Human Resources

EMPLOYMENT

	JUNE 2024	JUNE 2023
Positions filled	427	397
Vacancies	13	16
Total Authorized Positions FY 2023–2024	440	413

PROMOTIONS/TRANSFERS

NAME	DEPARTMENT	POSITION	DATE
N/A			

Information Technology

SERVICE STATS

	JUNE 2024	JUNE 2023
Service Requests Completed	604	439
Network Uptime Percentage	100%	99.9%

Inspections & Public Facilities

RESIDENTIAL PERMITS

	JUNE 2024	JUNE 2023
Single-Family Dwelling	23	48
Townhomes	11	20
Duplexes	1	0
Multi-Family Dwelling Units	13	1
Other	145	123
Total	193	192

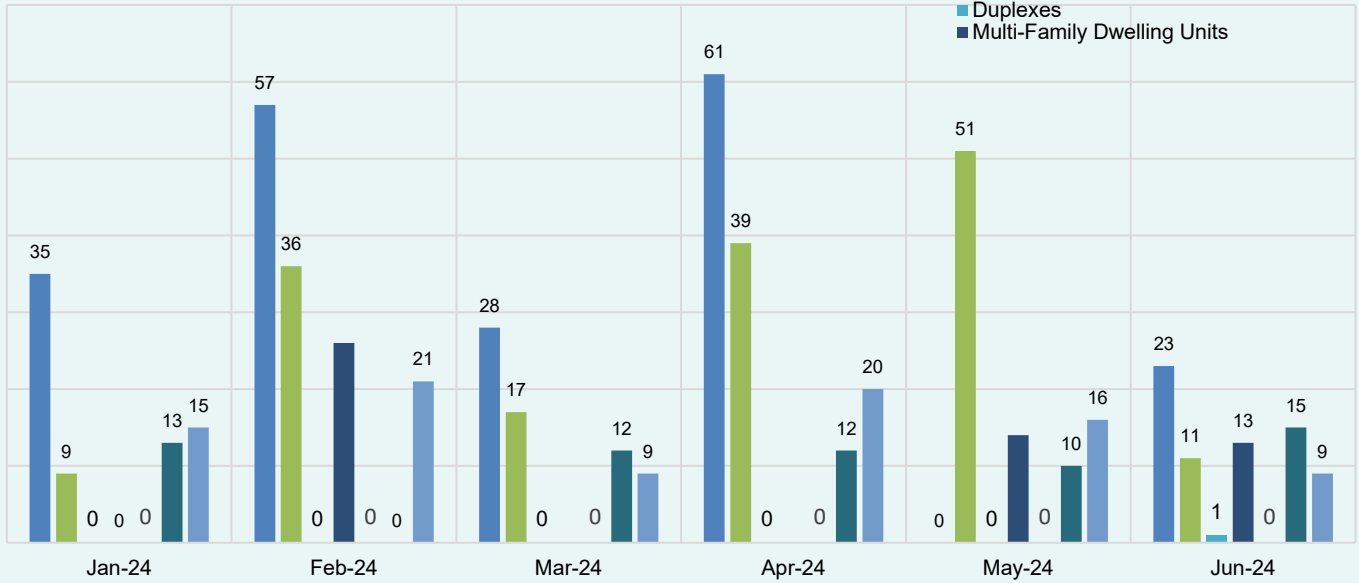
NON-RESIDENTIAL PERMITS

	JUNE 2024	JUNE 2023
New Commercial	0	2
Fit-Ups	7	4
Other	27	37
Total	34	43

Inspections & Public Facilities

RESIDENTIAL BUILDING PERMITS (last 6 months)

- Single-Family Dwelling
- Townhomes
- Duplexes
- Multi-Family Dwelling Units

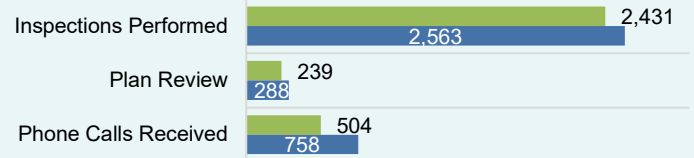


PUBLIC FACILITIES

	JUNE 2024	JUNE 2023
Preventative Maintenance Completed	561	494
Reactive Work Orders	110	112

DEPARTMENTAL PRODUCTIVITY

- JUNE 2024
- JUNE 2023



BUSINESSES

NEW COMMERCIAL BUSINESSES FIT-UP

Grove 98 Nail Salon	535 Dr Calvin Jones Hwy 120
Retail Vanilla Shell	131 Crenshaw Corners Dr 100
Ace Hardware (Phase 1)	12225 Capital Blvd
Ace Hardware (Phase 2)	12225 Capital Blvd
Jeff's Bagel Run	12534 Capital Blvd 601
Bibibop Asian Grill	535 Dr Calvin Jones Hwy 140
Austin Alan	2808 Rogers Rd 102

PRE-OCCUPANCIES

Foundations Family Therapy	1740 Heritage Center Dr 104
UnOccupied Retail (Old Applebee's)	11805 Retail Dr
Zax NC	12339 Wake Union Church Rd 105
Sure Foundation Outreach Ministry Inc	927 Durham Rd 105
White Street Market	412 S Market St
A Prideful Place LLC, dba Heritage Floral Design	745 Mettitt Capital Dr 103
Epic Radio Inc	508 S Whit St
Leslie Salon	927 Durham Rd 103
Van Co Industries (Ace Hardware)	12225 Capital Blvd
Cedar Oaks Clinic PLLC	1748 Heritage Center Dr 203/204

Organizational Performance

NORTHERN WAKE FOOD SECURITY TEAM

Staff Hours	14 hrs./week
Updates	Mobile Market Prescription Produce Mini Food Pantry Pickup & Deliver to Hope House & the Wake Forest Community Table

GUEST SERVICES VOLUNTEER (GSV) PROGRAM

Updates	21 in the program
	20 active (one is out due to health)

Parks, Recreation & Cultural Resources

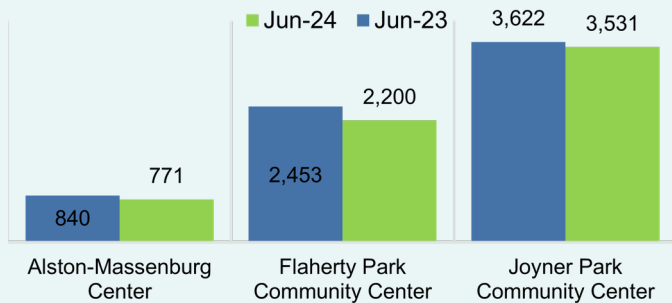
ATHLETICS

	JUNE 2024	JUNE 2023
Registrations Received – Youth	799	789
Registrations Received – Adult	8	0
Games Held	273	246
Revenue	\$56,835	\$57,145

PROGRAMS

	JUNE 2024	JUNE 2023
Registrations Received – Youth	359	270
Registrations Received – Adult	142	122
Classes/Programs Held	43	42
Revenue	\$33,832	\$22,275.05

VISITORS TO COMMUNITY CENTERS



VIEW

RECONNECT PROGRAM GUIDE

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

PARK MAINTENANCE

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

FACILITY RENTALS

	JUNE 2024	JUNE 2023
Athletic Fields	8	9
Joyner Park Outdoor / Open Space	4	7
General Outdoor / Open Space	0	2
Picnic Shelters	7	8
Wake Forest Community House	12	8
Joyner Park Community Center	1	7
Flaherty Park Community Center	0	1
Alston-Massenburg Center	5	4

VISITORS TO AQUATIC CENTER & SPRAYGROUND

	JUNE 2024	JUNE 2023
Aquatic Center	7,502	5,526
Taylor Street Sprayground	2,307	3,319

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

	JUNE 2024	JUNE 2023
COAs Received	0	2
COAs Approved	0	2

Police

KEY STATS

	JUNE 2024	JUNE 2023
Calls for Service	4,932	4,072
Vehicle Crashes	197	164

Public Works

Streets: Assisted Urban Forestry w/ tree grates downtown, installed town project signs on S Frankin St & Flaherty Park; Poured 255 ft of sidewalk (35yds), 112 ft of curb & gutter; Swept 169 miles & 27 loads of debris, replaced & updated 120 street signs, several town events.

Fleet: Fleet had several new vehicles and equipment delivered this month. Four of them needed to be returned to the vendors due to issues found during the preparation inspections performed by fleet staff. One remains out of service. This is a reminder of the continued quality and part supply issues.

Solid Waste: June has been a very steady month for Solid Waste. Along with the beginning of summer, the month has been constantly hot with small amounts of rain. This had made us very conscience for the safety of our crews from the heat. Services have not been affected at all and even have increased with the heat.

Urban Forestry: Removed 17 trees, assisted in multiple stormwater projects, inspected numerous trees planted by developers.

Admin:

RECYCLING

	JUNE 2024	JUNE 2023
Volunteer Collected Litter	0	75
Volunteer Collected Recycling	0	0
Volunteer Hours	0	10
Volunteer Miles of Streets	0	0
Sections of Roads Cleaned (not miles)	0	0
Number of Creeks Cleaned	0	2
Number of Litter Kits Issued / Returned	2	2

SOLID WASTE

	JUNE 2024	JUNE 2023
New Construction Homes Added	69	84
New Cart Sets	69	84

CEMETERY

	JUNE 2024	JUNE 2023
Number of Plots Sold	0	0
Number of Niches Sold	0	0
Total Plots Available	0	0

Renaissance Centre for the Arts

RENAISSANCE CENTRE BROCHURE [VIEW](#)

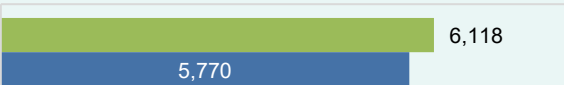
EVENT & PROGRAM ATTENDANCE

	JUNE 2024	JUNE 2023
Monthly In-Person Attendance	2,763	1,130
Virtual Views	4,445	1,104
Ticketed Events Held	1	0
Free Events Held	1	2

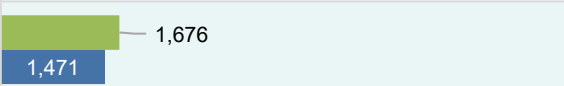
SOCIAL ENGAGEMENT

■ Jun-24 ■ Jun-23

Facebook Followers



Instagram Followers



Renaissance Centre for the Arts

The Summer at the Centre series started with a SOLD-OUT performance by The Embers, Featuring Craig Woolard. June marks the beginning of summer musical theater camps at the Renaissance Centre. The camps fill the grand hall with music, dancing, and laughter. The two-week-long camps end with a production of "Willy Wonka, JR," complete with set, props, and costumes. These young musical theater performers get the opportunity to learn new skills and experience the thrill of performing in a professional setting. On the final day of camp, they take the stage to show off what they've learned to their family and friends. The Renaissance Center partnered with the Northeast Community Coalition to bring free arts experiences to the Wake Forest Community. The Village of Care Expressive Arts project invited participants to participate in over eight different art mediums, from pinch pots, pottery, and sewing to crocheting and card making. The classes were well attended, and plans are being made to offer these experiences in the future. The Public Arts Commission was on hand at this year's Juneteenth celebration, where they shared the first draft of the mural that will be placed at the Alton-Massenburg Center. The Commission also invited the public to participate in the creation of a piece of public art by painting a portion of a friendship totem. The totem is currently on display in the Arts Annex of the Renaissance Centre.

Wake Forest Power

CUSTOMER SUMMARY

	JUNE 2024	JUNE 2023
Electric Meters/Customers	7,764	7,125
Pre-Pay Power Customers	463	487
H.O.P.E. Participants	44	45
N.C. GreenPower Participants	16	16

POWER OUTAGES

	JUNE 2024	JUNE 2023
Total Number of Customers Affected by Outages this Month	724	1,173
Average Number of Customers Affected per Outage	103	130.33

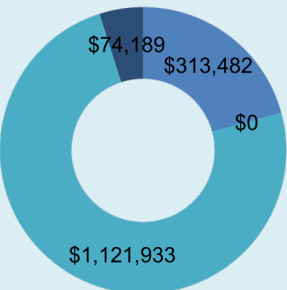
PAYMENTS RECEIVED

	JUNE 2024	JUNE 2023
eSuite Credit Card Payments	\$313,482	\$415,075
eSuite Credit Card Payments (Pre-Pay)	\$0	\$0
Paymentus CC Payments	\$1,121,933	\$769,020
Paymentus CC Payments (Pre-Pay)	\$74,189	\$59,782

NUMBER OF TRANSACTIONS

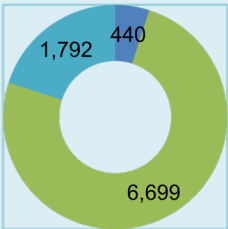
	JUNE 2024	JUNE 2023
eSuite Credit Card Payments	440	434
Paymentus CC Payments	6,699	5,283
Paymentus CC Payments (Pre-Pay)	1,792	1,636

PAYMENTS RECEIVED JUNE 2024



- eSuite Credit Card Payment
- eSuite Credit Card Payment (PrePay)
- Paymentus Credit Card Payment
- Paymentus Credit Card Payment (PrePay)

PAYMENTS RECEIVED JUNE 2024



- eSuite Credit Card Payment
- Paymentus Credit Card Payment
- Paymentus Credit Card Payment (PrePay)

Advisory Boards

Historic Preservation Commission

MEETINGS

Most recent meeting held 6/25/2024
Number of members in attendance: 8 out of 9

The Historic Preservation Commission reviewed the FY 25 budget, discussed options for the home tour, and reviewed the Juneteenth event for lessons learned. Paige Regna, Planner I -Historic Preservation, started on June 10th and was introduced to the HPC.

Human Relations

MEETINGS

Most recent meeting held 6/27/2024
Number of members in attendance: 8 out of 10

Members attended the Juneteenth Event held at the DuBois Center on Saturday, June 15, 2024. All members are gearing up for Good Neighbor Day scheduled for Saturday, September 21, 2024, at Joyner Park.

Public Art

MEETINGS

Most recent meeting held 6/27/2024
Number of members in attendance: 6 out of 11

The artist has been selected for the mural at Alston Massenburg. A friendship totem was created with community painting during the Juneteenth Celebrations. Will be on display in Taylor Park.

Parks, Recreation & Cultural Resources Advisory Board

MEETINGS

Most recent meeting held 6/25/2024
Number of members in attendance: 8 out of 12

National Day of Trails (5k/3k) – Event well attended: 291 participants this year.

Unplugged: All request submitted; Roles will be determined in July.

Juneteenth was a success with close to 200 in attendance

Master Plan process is nearing completion - Set for Sept. BOC approval

Technology Advisory

MEETINGS

Most recent meeting held 6/24/2024
Number of members in attendance: 7 out of 13

The Technology Advisory Board (TAB) discussed collaborating with other advisory boards to offer tech advice as needed. They received an update on smart city projects and explored opportunities to enhance town operations with technology.

Urban Forestry Board

MEETINGS

Most recent meeting held 6/25/2024
Number of members in attendance: 0 out of 7

Meeting cancelled due to lack of agenda items.



Board of Commissioners Agenda Item Report

Agenda Item No.: 2024-219-

Submitted by: Terry Savary

Submitting Department: Administration

Meeting Date: July 16, 2024

SUBJECT

Wake County Tax Release

Recommendation:

Item Summary:

ATTACHMENTS

- [WF-TXREP-JULY-2024-BOC-MTG.pdf](#)



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

TEL 919 856 6180
FAX 919 856 5699

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

July 9, 2024

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

Dear Mr. Padgett:

The Wake County Board of Commissioners, in regular session on July 8, 2024, approved and accepted the enclosed tax report for the Town of Wake Forest.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Yvonne Gilyard".

Yvonne Gilyard
Clerk to the Board
Wake County Board of Commissioners

Wake County Board of Commissioners Report

Date: 07/08/2024

Approved by:

DocuSigned by:
Kim Corbader
AA8B21DC1B0D4EA...

Consideration of Requests for Taxes, Interest and Penalties OVER \$500 FOR WAKE FOREST

No.	Payee	Account Number	Tax & Penalty Rebated	Total Rebated	Total Refunded
1	CORELOGIC 3001 HACKBERRY RD IRVING TX 75063 0156	0000378850-2022-2022-0000000	City 222.75 County 278.78	501.53	501.53
2	CORELOGIC 3001 HACKBERRY RD IRVING TX 75063 0156	0000378850-2023-2023-0000000	City 227.25 County 295.65	522.90	522.90
			City 450.00 County 574.43	1,024.43	1,024.43

*Total refunded may differ from total rebated due to to payee's remittance of interest or application of payment to other balances owed by the taxpayer.

Marcus D. Kinrade
Wake County Tax Administrator

DocuSigned by:
Marcus Kinrade
03C5063B04D7486...



WAKE COUNTY TAX ADMINISTRATION

Rebate details
5/1/2024 - 5/31/2024

WAKE FOREST

DATE 06/03/2024
TIME 09:58:37 PM
PAGE 1

REBATE NUMBER	PROPERTY	SPEC DIST	CITY TAG	LATE LIST	BILLED INT	TOTAL REBATED	PROCESS DATE	ACCOUNT NUMBER	TAX YEAR	YEAR FOR	BILLING OWNER TYPE
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WAKE FOREST (Not In District)

INDIVIDUAL PROPERTY ACCOUNTS

879543	4.80	0.00	0.00	0.48	0.00	5.28	05/09/2024	0006984531	2023	2023	000000 ZINN, MATTHEW RICHARD
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Subtotal for

INDIVIDUAL PROPERTY ACCOUNTS	4.80	0.00	0.00	0.48	0.00	5.28	1 Properties Rebated
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INDIVIDUAL REAL ESTATE ACCOUNTS

879270	222.75	0.00	0.00	0.00	0.00	222.75	05/07/2024	0000378850	2022	2022	000000 PHILL, CHARLEY
879271	227.25	0.00	0.00	0.00	0.00	227.25	05/07/2024	0000378850	2023	2023	000000 PHILL, CHARLEY

Subtotal for

INDIVIDUAL REAL ESTATE ACCOUNTS	450.00	0.00	0.00	0.00	0.00	450.00	2 Properties Rebated
--	--------	------	------	------	------	--------	----------------------

WILDLIFE BOAT ACCOUNTS

880498	78.98	0.00	0.00	7.90	0.00	86.88	05/23/2024	0004190119	2021	2021	000000 JARMAN, MICHAEL WAYNE
879948	30.30	0.00	0.00	3.03	0.00	33.33	05/17/2024	0004211937	2023	2023	000000 SAAVEDRA, CAROL HILDA

Subtotal for

WILDLIFE BOAT ACCOUNTS	109.28	0.00	0.00	10.93	0.00	120.21	2 Properties Rebated
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TOTAL WAKE FOREST (Not In District)	564.08	0.00	0.00	11.41	0.00	575.49	5 Properties Rebated for the District/City
--	--------	------	------	-------	------	--------	--



WAKE COUNTY TAX ADMINISTRATION

Rebate details
5/1/2024 - 5/31/2024

WAKE FOREST

DATE 06/03/2024
TIME 09:58:37 PM
PAGE 2

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

CITY

WAKE

FOREST

564.08

0.00

0.00

11.41

0.00

575.49

5 Properties Rebated for the City



WAKE COUNTY TAX ADMINISTRATION

Rebate details
5/1/2024 - 5/31/2024

WAKE FOREST

DATE 06/03/2024
TIME 09:58:37 PM
PAGE 1

REBATE NUMBER	PROPERTY	SPEC DIST	CITY TAG	LATE LIST	BILLED INT	TOTAL REBATED	PROCESS DATE	ACCOUNT NUMBER	TAX YEAR	YEAR FOR	BILLING TYPE	OWNER
Grand Total:	9,935.86	0.00	600.00	233.06	0.00	10,768.92		52	Properties Rebated for All Cities			



Board of Commissioners Agenda Item Report

Agenda Item No.: 2024-220-

Submitted by: Terry Savary

Submitting Department: Administration

Meeting Date: July 16, 2024

SUBJECT

Commissioner Reports

Recommendation:

Item Summary:

ATTACHMENTS

-