



Wake Forest Board of Commissioners Work Session
Meeting Agenda
May 07, 2024 at 6:00 PM

1. Presentations

- 1.1. Discussion of Nondiscrimination Ordinance
[WakeCountyNDOILAFORM 3.3.22 .pdf](#)
[Ordinance prohibiting Discrimination 2021.pdf](#)
- 1.2. Presentation on the Wake County Public School System (WCPSS) District Strategic Plan
- 1.3. Presentation on LEGISLATIVE CASE RZ-23-03, White Street Mixed Use, a conditional district rezoning filed by Chase Massey on behalf of Thales Academy, Inc., to rezone 3.93 acres located at 0 North White Street, being Wake County Tax PIN 1841966020, from Neighborhood Business (NB) to Neighborhood Mixed-Use Conditional District (NMX-CD).
[BOC Agenda Summary RZ-23-03.pdf](#)
[RZ-23-03 Staff Report.pdf](#)
[Attachment A - Neighborhood Meeting.pdf](#)
[Attachment B - Application.pdf](#)
[Attachment C - Maps.pdf](#)
[Attachment D - Planning Board Recommendation and Plan Consistency Analysis.pdf](#)
[Exhibit 1 - Proposed White Street Mixed Use Site Plan.pdf](#)
- 1.4. Presentation on the service contract for on-demand transit services provided by River North LLC (Via Transportation, Inc).
[050724 BOC Agenda Summary.pdf](#)
[Attachment A Redacted Town of Wake Forest TaaS Service Order and MSA.pdf](#)
[Attachment B Request for Proposal #2023-0011](#)
- 1.5. Presentation of Proposed FY 2024-2025 Annual Operating Budget
[Presentation of FY 2024-2025 Annual Operating Budget_summary.pdf](#)
- 1.6. Presentation of updates to Purchasing Policy
[Purchasing Policy Update_summary.pdf](#)

1.7. Friday Night on White Update

- 1.8. Presentation of Capital Area Metropolitan Planning Organization (CAMPO)
Memorandum of Understanding.
[050724 BOC Agenda Summary.pdf](#)
[Approved MOU](#)

2. Discussion of Monthly Financial Report

- 2.1. Monthly Financial Summaries - March
[Monthly Financial Report_summary.pdf](#)
[March 31, 2024 Financial Summaries.pdf](#)

3. Review of Draft Agenda for Upcoming Regular Meeting

- 3.1. Review of Draft Agenda for Upcoming Regular Meeting
[DraftBOCAgenda_May202421.pdf](#)

4. Other Business

- 4.1. Consideration of Wake Forest Tower Site Lease with Wake County
[2024 WF Tower LEASE DRAFT 4.18.24 Final.docx](#)
[Wake Forest Tower Site and Apex-Cary Tower Space Lease Agreements Board Item.docx](#)
[Resolution2024-28_TowerLeaseAgreementWC&TOWF_May202407.pdf](#)
- 4.2. CIP Project Tracker
[CIP Project Tracker Q3_FY2023-2024.pdf](#)
- 4.3. Strategic Plan Quarterly Tracker_Q3 FYE2024
[StrategicPlanTracker_Q3 FYE2024.pdf](#)

5. Commissioner Reports

6. Adjournment



Board of Commissioners Work Session Agenda Item Report

Agenda Item No.: 2024-46-

Submitted by: Kip Padgett

Submitting Department: Administration

Meeting Date: May 7, 2024

SUBJECT

Discussion of Nondiscrimination Ordinance

Recommendation:

Item Summary:

ATTACHMENTS

- [WakeCountyNDOILAFORM 3.3.22 .pdf](#)
- [Ordinance prohibiting Discrimination 2021.pdf](#)

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

This Interlocal Agreement is entered into among **THE TOWN/CITY OF _____, 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, 2023, 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:

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 firstabove 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

ATTEST:

Manager

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)

A RESOLUTION TO ENACT AN ORDINANCE PROHIBITING DISCRIMINATION IN
PUBLIC ACCOMMODATIONS AND EMPLOYMENT

WHEREAS, Wake County welcomes all people and recognizes 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, marital or familial status, pregnancy, National Guard or veteran status, religious belief or non-belief, age, or disability; and

WHEREAS, Wake County desires to safeguard the rights and opportunities of all persons to be free from discrimination in public accommodations and employment; and

WHEREAS, on March 30, 2017, Section 3 of S.L. 2017-4 went in effect, preempting local governments from enacting and amending ordinances regulating public accommodations and private employment practices; and

WHEREAS, Section 3 of S.L. 2017-4 expired on December 1, 2020; and

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

WHEREAS, pursuant to North Carolina General Statute § 153A-121(a), “[a] county 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 county; and

WHEREAS, pursuant to North Carolina General Statute § 153A-4, “[i]t is the policy of the General Assembly that the counties of this State should have adequate authority to exercise the powers, rights, duties, functions, privileges, and immunities conferred upon them by law. To this end, the provisions of this Chapter . . . shall be broadly construed and grants of power shall be construed to include any powers that are reasonably expedient to the exercise of the power”; and

WHEREAS, the purpose and intent in enacting this Ordinance is to promote the 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 Wake County as well as to promote the peace and dignity of Wake County; and

WHEREAS, the Wake County Board of Commissioners hereby finds and determines that it is in the best interest of the citizens and residents of Wake County to enact this Ordinance.

NOW, THEREFORE, BE IT ORDAINED AND RESOLVED by the Board of Commissioners (the “Board”) for the County of Wake, North Carolina (the “County”) as follows:

The foregoing ordinance is hereby added to Title III ADMINISTRATION of the Wake County Code of Ordinances:

Chapter 34. AN ORDINANCE PROHIBITING DISCRIMINATION IN PUBLIC ACCOMMODATIONS AND EMPLOYMENT

§ 34.01 DEFINITIONS

For the purpose of this subchapter, the following definitions shall apply:

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 Wake County and any person acting in the interest of an employer, directly or indirectly, including an employment agency. "Employer" shall include Wake County and any Wake County 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.

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, 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 a 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.

§ 34.02 PUBLIC ACCOMMODATIONS

It shall be unlawful for any owner, proprietor, employer, employee, agent, keeper, or manager in a place of public accommodation to deny any person the full and equal enjoyment of the accommodations, advantages, facilities, or privileges thereof because of that person's inclusion within one or more Protected Class.

§ 34.03 EMPLOYMENT AND CONTRACTING

A. It shall be unlawful for any employer, because of the Protected Class of any person, to fail or refuse to hire, discharge, or otherwise discriminate against that person with respect to tenure, promotion, transfer, compensation, terms, conditions or privileges of employment, or any other matter directly or indirectly related to employment.

B. As a condition of submitting a bid or proposal to Wake County, the bidder or proposer shall submit a certification of compliance with this Ordinance. Failure to submit this certification or falsification of this certification shall be grounds for rejection of the bid or termination of the contract without fault to Wake County.

C. An unlawful employment practice is established when the complaining party demonstrates by clear, cogent and convincing evidence that a personal characteristic or the status of the complaining party as a member of a Protected Class was a motivating factor for the employment practice. An employment practice shall not be considered unlawful if it is based upon a neutral classification, job related for the position in question and consistent with business necessity or an exception recognized by Title VII of the Civil Rights Act of 1964.

§ 34.04. INCLUSIVE INTERPRETATION OF SEX AND RACE DISCRIMINATION

A. Wake County interprets all legal prohibitions on sex discrimination to include discrimination on the basis of sexual orientation, gender identity, and gender expression.

B. Wake County interprets all legal prohibitions on race discrimination to include discrimination on the basis of protected hairstyles.

§ 34.05. PENALTIES AND ENFORCEMENT

A. Complaints regarding alleged violations of this ordinance should 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. The County Manager shall determine if the complaint falls within the jurisdiction of the County, and if so, with the help of the County Attorney shall investigate the complaint and seek information from the respondent (party complained of). If a

complaint is factually validated, then the County will offer voluntary conciliation to resolve the dispute between the complainant and the respondent.

B. In addition to or in lieu of other remedies available by law, any person violating any provision of this Article may be subject to an enforcement action brought by the County under G.S. 153A-123(d) and (e) for an appropriate equitable remedy, including but not limited to a mandatory or prohibitory injunction commanding the defendant to correct the conduct prohibited under this Article.

C. This Article does not create and is not intended to create any individual right, privilege, or benefit, whether substantive or procedural, enforceable at law or in equity by any party against Wake County, its agencies, departments or any other officers, elected officials, or employees or any other person or entity, including respondents.

D. This Article shall not limit the remedies available to any person under state or federal law.

E. Violation of this ordinance does not constitute a criminal offense in accordance with G.S.14-4.

§ 34.06. APPLICABILITY; COMPLIANCE WITH LAWS

A. Pursuant to N.C.G.S. 153A-122, this ordinance shall apply within the jurisdictional limits of Wake County and is not applicable within the territorial limits of a city or town, unless a municipal governing board opts in, provided there is agreement to enforcement procedures through an interlocal agreement.

B. Nothing in this Ordinance shall be interpreted or applied so as to create any requirement, power, or duty in conflict with any existing federal, state, or local law or either the federal or North Carolina constitutions, including but not limited to the Free Exercise Clause of the First Amendment.

§ 34.07. SEVERABILITY CLAUSE

In the event any portion of this Ordinance, or the application thereof to any person is declared or adjudged to be invalid or unconstitutional, then such declaration or adjudication shall not affect the remaining provisions of this Ordinance, or its application to other persons; and the Ordinance shall remain in full force and effect as if the portion so declared or adjudged invalid or unconstitutional was not originally a part of this Ordinance.

§ 34.08. EFFECTIVE DATE; EXPIRATION DATE

This ordinance shall take effect on February 1, 2022.

The County Clerk is hereby authorized to make any needed formatting revisions, so long as such revisions do not change the content of the Ordinance, and to file this Ordinance in an appropriately indexed ordinance book subject to public inspection in the Clerk's office.

The County Finance Director and County Attorney are hereby instructed to incorporate the provisions of this Ordinance into County contracts and procurement documents where applicable.

Upon motion of Commissioner (CHAIR) VICKIE ADAMSON, seconded by Commissioner COMMISSIONER CERVANIA, the foregoing resolution entitled A RESOLUTION ENACTING AN ORDINANCE PROHIBITING DISCRIMINATION IN PUBLIC ACCOMMODATIONS AND EMPLOYMENT was passed by the following vote:
Ayes: COMMISSIONERS: CALABRIA, EVANS, HUTCHINSON, THOMAS and WEST
Noes: N/A

* * * * *

I, Doree Oles, Clerk to the Board of Commissioners for the County of Wake, North Carolina, DO HEREBY CERTIFY that the foregoing is a true copy of so much of the proceedings of said Board for said County at a regular meeting held on 10/18/21 as it relates to the passage of a new ordinance for Wake County PROHIBITING DISCRIMINATION IN PUBLIC ACCOMMODATIONS, AND EMPLOYMENT and that said proceedings are recorded in the minutes of said Board for said County.

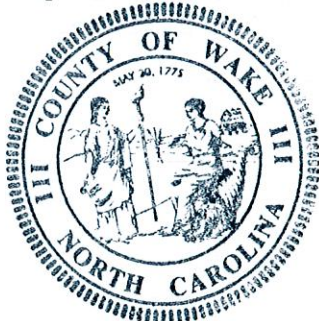
I DO HEREBY FURTHER CERTIFY that proper notice of such regular meeting was given as required by North Carolina law.

WITNESS my hand and official seal of said County this 18th day of October, 2021.

Doree Oles

Clerk to the Board

[SEAL]





Board of Commissioners Work Session Agenda Item Report

Agenda Item No.: 2024-121-

Submitted by: Terry Savary

Submitting Department: Administration

Meeting Date: May 7, 2024

SUBJECT

Presentation on the Wake County Public School System (WCPSS) District Strategic Plan

Recommendation:

Item Summary:

ATTACHMENTS

-



Board of Commissioners Work Session Agenda Item Report

Agenda Item No.: 2024-110-
Submitted by: Tim Richards
Submitting Department: Planning
Meeting Date: May 7, 2024

SUBJECT

Presentation on LEGISLATIVE CASE RZ-23-03, White Street Mixed Use, a conditional district rezoning filed by Chase Massey on behalf of Thales Academy, Inc., to rezone 3.93 acres located at 0 North White Street, being Wake County Tax PIN 1841966020, from Neighborhood Business (NB) to Neighborhood Mixed-Use Conditional District (NMX-CD).

Recommendation:

Item Summary:

ATTACHMENTS

- [BOC Agenda Summary RZ-23-03.pdf](#)
- [RZ-23-03 Staff Report.pdf](#)
- [Attachment A - Neighborhood Meeting.pdf](#)
- [Attachment B - Application.pdf](#)
- [Attachment C - Maps.pdf](#)
- [Attachment D - Planning Board Recommendation and Plan Consistency Analysis.pdf](#)
- [Exhibit 1 - Proposed White Street Mixed Use Site Plan.pdf](#)

Agenda Item: Presentation on LEGISLATIVE CASE RZ-23-03, White Street Mixed Use, a conditional district rezoning filed by Chase Massey on behalf of Thales Academy, Inc., to rezone 3.93 acres located at 0 North White Street, being Wake County Tax PIN 1841966020, from Neighborhood Business (NB) to Neighborhood Mixed-Use Conditional District (NMX-CD).

Summary: A public comment session was held at the April 9, 2024, Planning Board meeting. The Planning Board voted 7-0 to find the request consistent with the Community Plan and reasonable and in the public interest and recommended approval of the zoning map amendment (rezoning) request. The Planning Board made the following suggestions for the applicant to consider:

- Providing protection on the north side of the site for the roots of trees located off-site in Flaherty Park
- Designating some of the rental units for affordable housing

Since the Planning Board meeting, the applicant has modified the proposed conditions as follows:

- *Condition #2:* Revised to reference the gathering space shown on the master plan.
- *Condition #3:* Added three uses to the list of uses not allowed: alcohol beverage sales store, bar/tavern, and gun sales store.
- *Condition #12:* A new condition requiring the installation of tree protection fencing along the northeastern parcel line prior to any grading or construction activities in order to protect the roots of existing off-site trees within the Flaherty Park driveway area.
- *Conditions #13 and 14:* New conditions requiring that at least six percent of dwelling units constructed on the site be affordable units (annual rent not more than 30 percent of the annual income of a household with an income of 70 percent of the Area Median Income) for at least ten years, with an annual certification from the landowner to the Planning Department verifying compliance with the requirement.

Attachments: See Staff Report.



Staff Report

Case RZ-23-03: White Street Mixed Use

Meeting Date	May 7, 2024
Requested Actions	Consideration of the following items related to the Conditional Zoning request for 0 North White Street: 1. Act on Plan Consistency Statement 2. Rezone 3.93 acres on the Town of Wake Forest Zoning Map from Neighborhood Business (NB) to Neighborhood Mixed-Use Conditional District (NMX-CD).
Case Manager	Tim Richards, Senior Planner - Development Services
Planning Board Recommendation	Recommended approval by a vote of 7-0 of the zoning map amendment request. The Planning Board made the following suggestions for the applicant to consider: • Providing protection on the north side of the site for the roots of trees located off-site in Flaherty Park • Designating some of the rental units for affordable housing Since the Planning Board meeting, the applicant has modified the proposed conditions as follows: • <i>Condition #2:</i> Revised to reference the gathering space shown on the master plan. • <i>Condition #3:</i> Added three uses to the list of uses not allowed: alcohol beverage sales store, bar/tavern, and gun sales store. • <i>Condition #12:</i> A new condition requiring the installation of tree protection fencing along the northeastern parcel line prior to any grading or construction activities in order to protect the roots of existing off-site trees within the Flaherty Park driveway area. • <i>Conditions #13 and 14:</i> New conditions requiring that at least six percent of dwelling units constructed on the site be affordable units (annual rent not more than 30 percent of the annual income of a household with an income of 70 percent of the Area Median Income) for at least ten years, with an annual certification from the landowner to the Planning Department verifying compliance with the requirement.

PUBLIC MEETINGS

Neighborhood Meeting	Public Comment Session	Public Hearing
3/8/2023 (See Attachment A)	4/9/2024	5/21/2024

CASE INFORMATION

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

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

SURROUNDING LAND USES AND ZONING

	Land Use	Zoning
North	Public park (J.B. Flaherty Park) Residential (single-family detached) Undeveloped/Vacant	Open Space (OS), Light Industrial (LI)
South	Public Park (J.B. Flaherty Park) Undeveloped/Vacant Residential (single-family detached)	Open Space (OS), Neighborhood Business (NB), General Residential 5 (GR5)
East	Public Park (J.B. Flaherty Park)	Open Space (OS)
West	Undeveloped/Vacant	Neighborhood Business (NB), Light Industrial (LI)
The proposed land use is generally compatible with surrounding land uses. The proposed zoning is generally compatible with surrounding zoning. <i>See Attachment C for associated maps.</i>		

MASTER PLAN ANALYSIS

Open Space	Required: None (project less than five acres) Proposed: None <i>Summary: The proposed Master Plan complies with the minimum open space percentage requirement in the UDO.</i>
Park Space	Required: None (project less than five acres) Proposed: None <i>Summary: The proposed Master Plan complies with the minimum park space percentage requirement in the UDO.</i>
Roads	Required: The Town's Comprehensive Transportation Plan (CTP) categorizes North White Street as a Minor Thoroughfare with a 3A cross section and a multi-use path along the site's frontage. The CTP categorizes Royal Mill Avenue as a Major Thoroughfare with a 3A cross section and a multi-use path along the site's frontage. The CTP's 3A cross section includes a 12' center turning lane, two 12' travel lanes, and on this site's frontage, a 2.5' curb and gutter, and 6' verge with street trees, a 10' multi-use path, and a 1' strip behind the multi-use path. New development is required to dedicate additional right-of-way and make frontage improvements necessary to accommodate the recommended cross section and bring the frontage into conformity with the cross section (see UDO Sections 6.6 and 6.8).

	A Transportation Impact Analysis (TIA) was completed for the proposed development and recommended the following modifications to the existing transportation system: • A 50' left turn lane extending from the North White Street driveway to the northeast on North White Street. Full movement driveways on both North White Street and Royal Mill Avenue. Proposed: The proposed development includes the dedication of additional right-of way on North White Street, as well as the installation of curb and gutter, verge with street trees, and multi-use paths on both North White Street and Royal Mill Avenue frontages, consistent with the 3A cross section. A left turn lane is proposed on North White Street and full movement driveways are proposed on both North White Street and Royal Mill Avenue, as recommended in the TIA. Summary: The proposed Master Plan complies with the minimum roadway infrastructure requirements in the UDO.
Parking	Required: 258 spaces (117 multifamily: 1.8 x 65 units; 91 general commercial: 32,000/350 sf; 50 restaurant: 10,000/200 sf) 12 bicycle spaces (10 multifamily & general commercial: 208/40 x 2; 2 restaurant: 50/50 x 2) Proposed: 238 spaces (proposed condition 1.5 spaces per multifamily unit) 12 bicycle spaces (6 inverted U racks, covered and weather resistant) Summary: <i>The proposed Master Plan does not comply with the minimum automobile parking requirements in the UDO. The proposed Master Plan complies with the minimum bicycle parking requirements in the UDO</i>
Public Utilities	Required: Per UDO Section 6.3.1, the developer must connect to the municipal water and sewer systems. Proposed: A water line connection to the existing water main on North White Street is proposed to serve the development. A new 8" sanitary sewer main serving the development is proposed to connect to the existing sanitary sewer main on Groveton Trail, across Royal Mill Avenue and two intervening parcels. Summary: <i>The proposed Master Plan complies with the public utility requirements in the UDO.</i>

PROPOSED MODIFICATIONS OF UDO STANDARDS

More Stringent: Table 2.2.3, Table of Urban District Development Standards <i>Proposed:</i> 4 stories maximum building height (condition #1) <i>Required:</i> 6 stories maximum building height
Less Stringent: Table 2.2.3, Table of Urban District Development Standards <i>Proposed:</i> Maximum front setbacks to be measured from the edge of existing utility easements along North White Street and Royal Mill Avenue (condition #5) <i>Required:</i> Maximum front setbacks to measured from front lot lines (i.e., right-of-way)
Less Stringent: Section 17.4, Definitions <i>Proposed:</i> Principal front lot line to be along North White Street, a Minor Thoroughfare (condition #4) <i>Required:</i> Principal front lot line abuts the street with higher classification, in this case Royall Mill Avenue, a Major Thoroughfare
More Stringent: Table 2.3.3, Use Table: <i>Proposed:</i> The following uses are not allowed (condition #3): • Pawnshop • Gas/Fueling Station • Vehicle Services – Minor Maintenance/Repair • Small Equipment Repair/Rental • Drive-Thru/Drive-In Facility • Vape Shop • Funeral Home/Crematorium <i>Allowed:</i> All listed uses are allowed, either by-right or as a special use, in the NMX district (vape shop is classified under the use General Commercial)
Less Stringent: Section 9.4, Parking Requirements <i>Proposed:</i> Automobile parking provided at a rate of 1.5 spaces per multifamily unit (condition #6) <i>Required:</i> Off-street automobile parking at a rate of 1.8 spaces per multifamily unit
Less Stringent: Section 9.8.1.D, Driveway Channelization <i>Proposed:</i> 97' channelization length on Royal Mill Avenue driveway (condition #9) <i>Required:</i> 100' driveway channelization length for high-density mixed-use development
More Stringent: Section 6.8.1, Sidewalks <i>Proposed:</i> Direct pedestrian access to be provided from the multi-use path on North White Street to individual business entrances along the North White Street building frontage (condition #11)

<i>Required:</i> Sidewalks required within commercial areas and places with high pedestrian volumes to meet anticipated pedestrian activity
Less Stringent: Section 6.3, Required Improvements for All Development <i>Proposed:</i> Electric power lines along both street frontages to remain above ground (conditions #7 and #8) <i>Required:</i> Burial of existing above-ground powerlines required when the lines are located on the property under development

COMPREHENSIVE PLAN CONSISTENCY

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

Historic Preservation Plan (2022)	The Historic Preservation Plan is not applicable to the zoning map amendment request.
Northeast Community Plan (2021)	The Northeast Community Plan is not applicable to the zoning map amendment request.
Comprehensive Transportation Plan (2019)	The proposed zoning map amendment is generally consistent with the Comprehensive Transportation Plan (see roads discussion under Master Plan Analysis above).
Renaissance Plan (2017)	The Renaissance Plan is not applicable to the zoning map amendment request.
Park, Recreation, and Cultural Resources Master Plan (2015)	The Parks, Recreation, and Cultural Resources Master Plan is not applicable to the zoning map amendment request.
Public Art Vision Plan (2009)	The Public Art Vision Plan is not applicable to the zoning map amendment request.
<i>See Attachment D for detailed Plan Consistency Analysis. Note that Comprehensive Transportation Plan consistency is addressed in the Master Plan Analysis above and not in Attachment D.</i>	

STAFF RECOMMENDATION

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

ATTACHMENTS

Attachment A: Neighborhood Meeting
Attachment B: Application
Attachment C: Maps
Attachment D: Planning Board Recommendation and Plan Consistency Analysis

EXHIBITS

Exhibit 1: Proposed White Street Mixed Use Master Plan



Randy Herman
PO Box 90426
Raleigh, NC 27676
(o) 919.825.1250
(f) 919.882.8297
rherman@bafolk.com

February 13, 2023

Re: 0 White Street

Dear Neighbor:

You are invited to attend a neighborhood meeting on Wednesday March 8 from 5:00pm to 6:00pm. The meeting will be held at Wake Forest Town Hall.

The purpose of this meeting is to discuss a rezoning of a 3.93-acre parcel of real property located at the intersection of White Street and Royal Mill Ave. This site is current zoned Neighborhood Business (NB). The proposed zoning designation is Neighborhood Mixed Use with Conditions (NMX-CU). A sample of the proposed site plan is attached.

The Town of Wake Forest requires that a neighborhood meeting be held involving the property owners within 500 feet of the area requested for rezoning. At the neighborhood meeting, the proposed site plan and zoning conditions will be discussed in detail. After the meeting a report will be submitted to the Wake Forest Planning Department. Any other person attending the meeting can submit written comments about the meeting or the request in general.

If you have any concerns or questions I can be reached using the contact information above.

Information about the rezoning process is available online; visit <https://www.wakeforestnc.gov/planning/zoning>. If you have further questions about the rezoning process, or would like to submit written comments after the meeting please contact the Town of Wake Forest at (919) 435-9400.

Thank you,

Randy H. Herman

Draft Site Plan



POST OFFICE BOX 91727
RALEIGH, NORTH CAROLINA 27675
PHONE: 919.813.1351
FIRM NO LICENSE NUMBER C-6222

[illegible]

ORIGINAL PLAN SIZE: 24" X 36"

PRELIMINARY
PLANS

DO NOT USE FOR CONSTRUCTION

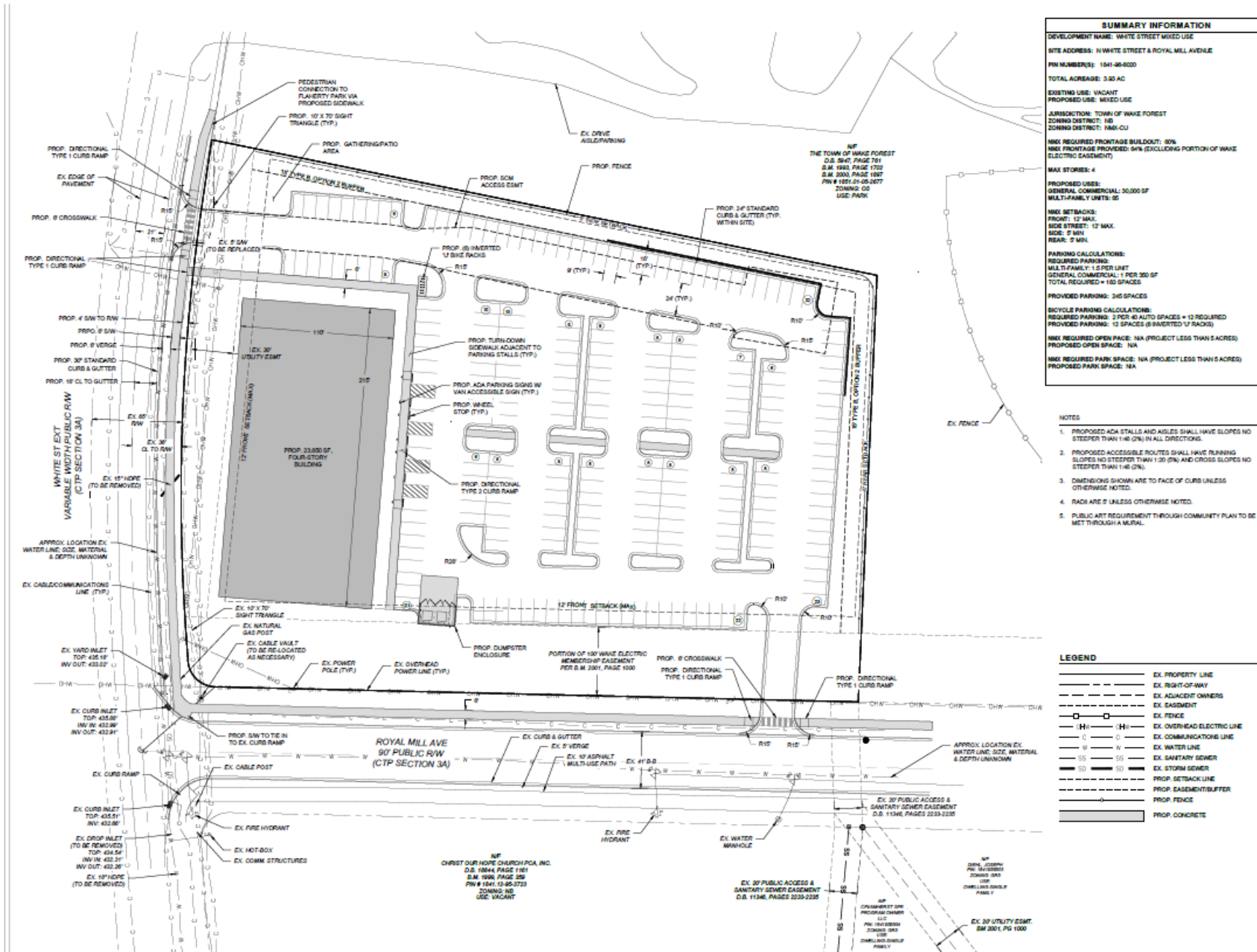


WHITE STREET MIXED USE
N WHITE ST & ROYAL MILL AVE
WAKE FOREST, NC

DATE:	01-19-2023
SCALE:	AS SHOWN
DESIGNED BY:	FLM
APPROVED BY:	FLM
PROJECT NO.:	22045

SITE PLAN

C-3



© 2003 THE DRAWING SHALL NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT WRITTEN PERMISSION OF FILM ENGINEERING, INC.

REID	PIN_NUM	OWNER	ADDR1	ADDR2	ADDR3
305826	1841953420	BARBOUR, ELMON A JR BARBOUR, SHERRY H	501 GROVETON TRL	WAKE FOREST NC 27587-2189	
305829	1841951681	BOYKIN, ROSA MILLER	409 GROVETON TRL	WAKE FOREST NC 27587-2191	
306080	1841958202	SCOTT, JAMES O SCOTT, FRANCINE	521 ROOKWOOD CT	WAKE FOREST NC 27587-2293	
306082	1841957313	FOLEY, KRISTIN	513 ROOKWOOD CT	WAKE FOREST NC 27587-2293	
306090	1841955255	HORNE, RICHARD LANCE HORNE, NATALIE J	516 ROOKWOOD CT	WAKE FOREST NC 27587-2292	
306091	1841956109	ICKLAN, JOHN ICKLAN, SHERRILL E	520 ROOKWOOD CT	WAKE FOREST NC 27587-2292	
22557	1841863145	PRESIDENTIAL INVESTORS INC	818 S WHITE ST	WAKE FOREST NC 27587-2961	
305824	1841954226	AMH 2015-1 BORROWER LLC	30601 AGOURA RD STE 200	AGOURA HILLS CA 91301-2148	
306088	1841954430	FORSTER, ROBERT R FORSTER, PATRICIA	628 ELIZABETH AVE	WAKE FOREST NC 27587-2122	
242148	1841953723	CHRIST OUR HOPE CHURCH PCA INC	203 CAPCOM AVE STE 107	WAKE FOREST NC 27587-6514	
305828	1841952523	OROZCO, THOMAS I	3370 NE 190TH ST APT 1202	MIAMI FL 33180-2408	
306085	1841956503	DIEHL, JOSEPH	501 ROOKWOOD CT	WAKE FOREST NC 27587-2293	
268096	1841961654	SALTER, JAMES CHRISTOPHER	1024 WINTER BLOOM CT	WAKE FOREST NC 27587-5171	
186776	1841968602	W-H ROCKY MOUNT LLC	PO BOX 1885	WAKE FOREST NC 27588-1885	
79786	1841967446	WRENN, ROBERT LEE	1701 NEW HILL OLIVE CHAPEL RD	APEX NC 27502-6707	
200699	1851052677	WAKE FOREST TOWN OF	301 BROOKS ST	WAKE FOREST NC 27587-2901	
200700	1851066469	WAKE FOREST TOWN OF	301 BROOKS ST	WAKE FOREST NC 27587-2901	
305830	1841951639	W KEITH REAL ESTATE LLC	604 E JONES AVE	WAKE FOREST NC 27587-2710	
22569	1841964371	GRANITE PROPERTIES & MANAGEMENT LLC	PO BOX 400	ROLESVILLE NC 27571-0400	
191005	1841967917	PEARCE, DAVID PEARCE, JENNIFER	1104 KULLANA LN	WAKE FOREST NC 27587-7198	
306084	1841956435	NELSON, JENNIFER N. MEURER, KEVIN M.	505 ROOKWOOD CT	WAKE FOREST NC 27587-2293	
305825	1841953372	AMH 2014-3 BORROWER LLC	AMERICAN HOMES 4 RENT	30601 AGOURA RD STE 200	AGOURA HILLS CA 91301-2148
299721	1841964652	RESTA, RICCARDO P RESTA, JULIA F	344 AMARYLLIS WAY	WAKE FOREST NC 27587-4005	
299722	1841963623	MAUNEY, SAMUEL D MAUNEY, LEANNA D	340 AMARYLLIS WAY	WAKE FOREST NC 27587-4005	
306083	1841956379	HOLMBERG, KURT L	11308 TIMBERGROVE LN	RALEIGH NC 27614-7529	
306089	1841955302	BRADLEY, DAVID S HEIRS BRADLEY, MARK S TRUSTEE	3409 GREENVILLE LOOP RD	WAKE FOREST NC 27587-8884	
305827	1841952477	LY, SOPHIA A TRUSTEE 417 GROVETON TRAIL TRUST	406 ALL SAINTS PL	CARY NC 27513-6196	
299723	1841962773	BABAJIDE, BABATOPE BABAJIDE, UGOCHI	336 AMARYLLIS WAY	WAKE FOREST NC 27587-4005	
305823	1841954179	IVA HOLDINGS LLC	3607 FALLS RIVER AVE STE 115	RALEIGH NC 27614-7365	
299719	1841965870	WAGNER, MARIA WOLF, JOSEPH	1100 KULLANA LN	WAKE FOREST NC 27587-7198	
186777	1851060814	WRIGHT PARTNERS LLC	PO BOX 1885	WAKE FOREST NC 27588-1885	
306087	1841954428	PEREZ, DAMARIS I	504 ROOKWOOD CT	WAKE FOREST NC 27587-2292	
278480	1841966020	THALES ACADEMY INC	4641 PARAGON PARK RD	RALEIGH NC 27616-3406	
268097	1841960652	EDWARDS, HELEN S	1020 WINTER BLOOM CT	WAKE FOREST NC 27587-5171	
306086	1841955504	CPI/AMHERST SFR PROGRAM OWNER LLC	5001 PLAZA ONTHE LAKE	SUITE 200	AUSTIN TX 78746
306081	1841957258	LOMBARDI, GABRIEL VOHRYZEK	517 ROOKWOOD CT	WAKE FOREST NC 27587-2293	
12471	1841966422	W-H ROCKY MOUNT LLC	1225 N WHITE ST	WAKE FOREST NC 27587-7120	
299720	1841965721	SARACENO, SAMANTHA SAFFIE, KYLE	348 AMARYLLIS WAY	WAKE FOREST NC 27587-4005	
305832	1841950606	TUNELL, LISABETH P TUNELL, BRADFORD G	400 GROVETON TRL	WAKE FOREST NC 27587-2190	
305831	1841950761	LOZANO, ADRIANA TERESA	401 GROVETON TRL	WAKE FOREST NC 27587-2191	

MEETING MINUTES

March 8, 2023

A neighborhood meeting was held March 8, 2023 to discuss rezoning of property located at 0 White Street. Meeting notices were properly mailed per guidance from the Town of Wake Forest. The meeting was held at Wake Forest Town Hall in Meeting Room B from 5:00 to 6:00.

The following were present on behalf of the developer:

Randy Herman, BA Folk
Chase Massey, FLM Engineering

The following residents were present:

Gabe Sylvia, 924 Federal House Ave
Sherry Barbour, 501 Groveton Trl
Kim Bowers, 500 Groveton Trl
Rosa Miller-Boykin, 409 Groveton Trl
Lawson Williams, 1504 Samuel Wait Ln
Natasha Wells, 404 Groveton Trl
Mike Coler, 412 Moultonboro Ave
Bryan Diehl, 501 Rookwood Ct

Mr. Herman presented information regarding the site plan, proposed zoning district and proposed conditions.

Neighbors suggested adding the following to the list of forbidden uses: gun shop, mattress store, mortuary, ABC store, vape shop, medical/dental office and bar without food service

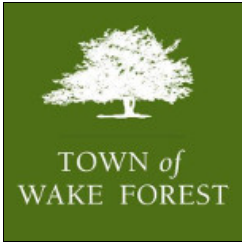
Several neighbors suggested that a desirable commercial tenant would be a grocery store since there is currently no grocery store on the north side of town

One neighbor objected to the proposal for a 4-story building, suggesting that 3 stories would be more in keeping with the area

Several neighbors expressed concerns about the impact on infrastructure, including roads and sewer lines

Several people mentioned the possibility of a Royal Oak extension with an overpass over the railroad tracks. Neighbors expressed a preference for this connect to be made quickly.

The meeting ended around 5:50.



Conditional District Rezoning Application

(Conditional District Rezoning Workflow)

Town of Wake Forest, NC

301 S. Brooks St.

Wake Forest, NC 27587-2932

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

Project Overview

#942579

Project Title: White Street Mixed Use Rezoning

Jurisdiction: Town of Wake Forest (Wake County)

Application Type: Conditional District Rezoning

State: NC

Workflow: Conditional District Rezoning

County: Wake

Submittal Requirements

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

[VIEW CONDITIONAL DISTRICT REZONING
SUBMITTAL CHECKLIST](#)

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

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

Pre-Application Meeting

Has a pre-application conference been held?: Yes

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

Pre-Application Conference Date: 11/14/2022

Staff Member Met With: Patrick Reidy

Pre-application Conference Project Number: Call set up through Emma Linn, 11/14/22

Address & Basic Site Information

Please Note:

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

Project Address or PIN:

Tax PIN: 1841966020 (Unverified)

- 1841966020 (Unverified)

- 1841966020 (Unverified)

Acreage: 3.93

Name of Existing Development/Subdivision (if applicable--for reference only): White Street Mixed Use

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

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

Vacant; NB

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

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

Parcel Area:

Wake Forest (WF):

Base District:

In SH2-O Overlay:

In TND Overlay:

In HL-O Overlay:

In National Register of Historic Places:

Current Use:

Planning and Zoning:

In SH1-O Overlay:

In Water Supply Watershed Protection Overlay:

In SF Overlay:

In MVCP-O Overlay:

In Flood Hazard Area:

Additional Zoning Information

Currently a Conditional District?: No

Currently a Conditional Use?: No

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

Case Numbers of other related approvals (if applicable):

Project Contacts

Please enter all project contacts related to your application.

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

Project Contact - Applicant

Chase Massey
FLM Engineering, Inc.
PO Box 91727, Raleigh
Raleigh, NC 27675
P:9196101051
cmassey@flmengineering.com

Project Contact - Developer

David Phillips

8652 Valley Brook Drive
Raleigh, NC 27613
P:919-625-6763
david.phillips1358@gmail.com

Project Contact - Property Owner

Robert Luddy
Thales Academy
4641 Paragon Park Road
Raleigh, NC 27616
P:919.882.2410
bob@captiveaire.com

Project Contact - Engineer

Chase Massey
FLM Engineering, Inc.
PO Box 91727, Raleigh
Raleigh, NC 27675
P:9196101051
cmassey@flmengineering.com

Transportation Impact Analysis

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

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

Project Number:

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

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

Proposed Conditional Zoning District: NMX-CD,
Neighborhood Mixed-Use

Proposed Land Use:
Commercial & Residential

Proposed Number of Lots: 1

Number of Buildings: 1

Number of Single-Family Lots: 0

Number of Townhome Lots: 0

Number of Multi-Family Units: 65

Number of Stories: 4

Square Footage of All Buildings (non-residential): 94600

Plan Information - Conditional Rezoning

Description of Request:

Rezoning to Neighborhood Mixed-Use Conditional District - (NMX-CD)

Initial Proposed Conditions Offered by Applicant:

Please see signed letter included with this submittal.

Justification of Consistency with Comprehensive Plan:

Project is consistent with comprehensive plan.

FLMENGINEERING

April 22, 2024

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

**Reference: White Street Mixed Use (RZ-23-03)
Proposed Zoning Conditions**

Dear Mr. Richards:

The proposed zoning conditions for the White Street mixed use project, Town of Wake Forest Case No. RZ-23-03, are listed below:

1. Building height shall not exceed four stories.
2. Gathering space shall be provided as shown on the approved master plan, and shall have a public art component.
3. Allowable uses shall not include pawn shop, gas/fueling station, vehicle services – minor maintenance/repair, small equipment repair/rental, drive-thru/drive-in facility, vape shop, funeral home/crematorium, alcohol beverage sales store, bar/tavern, or gun sales store.
4. The lot line abutting North White Street shall be considered the principal front lot line.
5. Maximum front setbacks to be measured from the edge of existing utility easements along Royal Mill Avenue and North White Street.
6. Multi-family parking rate: 1.5 spaces per unit.
7. Existing Wake Electric transmission line along Royal Mill Avenue to remain and not be buried.
8. Existing Wake Electric overhead distribution line along North White Street to remain and not be buried.
9. Proposed Royal Mill Avenue minimum driveway channelization to be 97'.
10. Developer shall complete all improvements recommended in the approved Transportation Impact Analysis.
11. Direct pedestrian access from the multi-use path on North White Street shall be provided to individual business entrances along the North White Street building frontage.

12. Prior to any grading or other construction activities on the site, tree protection fencing shall be installed along northeastern parcel line to protect roots of existing off-site trees within the Flaherty Park driveway area.
13. At least 6% of the dwelling units constructed on the site shall be affordable housing units. As used herein, an "affordable housing" unit is any dwelling unit that is offered for rent at an effective monthly rent equal to or less than the maximum rent affordable for households with an income of 70% of the Area Median Income ("AMI") in the Raleigh, North Carolina Metropolitan Statistical Area published by HUD. The affordable units shall be offered for rent for a minimum of ten (10) years from the date of issuance of the first certificate of occupancy permitting residential use after the effective date of these conditions. For the purposes of this condition, an annual rent equal to or less than 30% of the annual income of a household with an income of 70% AMI in the Raleigh MSA shall be considered affordable for households with an income of 70% AMI.
14. The owner shall update the rental rate for each affordable housing unit then being marketed for rent annually based on the current updated AMI published by HUD. In the event the Town of Wake Forest or Wake County establishes a program in the future which provides incentives for affordable housing units, this project shall be eligible to participate in such a program if qualifications of such program are met. Beginning on December 31st of the first full year following owner's receipt of the final certificate of occupancy for the project and prior to December 31st for every year thereafter, the owner of record shall provide an annual certification of compliance with this zoning condition to the Town of Wake Forest Planning Department, which lists the rental rate for the affordable housing units and verifies that the tenants in those affordable housing units do not exceed the 70% AMI income threshold. The owner shall not be required to submit annual certifications to the Town regarding affordable housing units after the expiration of the 10-year affordability period.

Sincerely,


Robert Luddy on behalf of Thales Academy, Inc.

TOWN OF WAKE FOREST

AGENT AUTHORIZATION FORM:

Application #: RZ-23-03

Submittal Date: _____

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

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

The property is located at: 0 White Street

The agent for this project is: Chase Massey

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

Name: Robert L. Luddy

Address: 4641 Paragon Park Rd, Raleigh, NC 27616

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

Email Address: bob@captiveaire.com

Signature(s) of Owner(s):

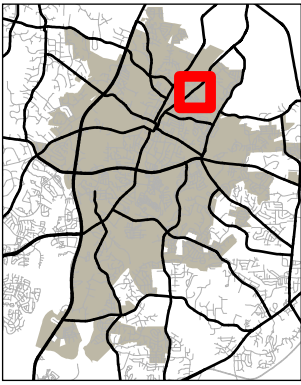
Robert L. Luddy

Print or type name(s):

ROBERT L. LUDDY

Attach additional sheets if there are additional owners.

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



Aerials



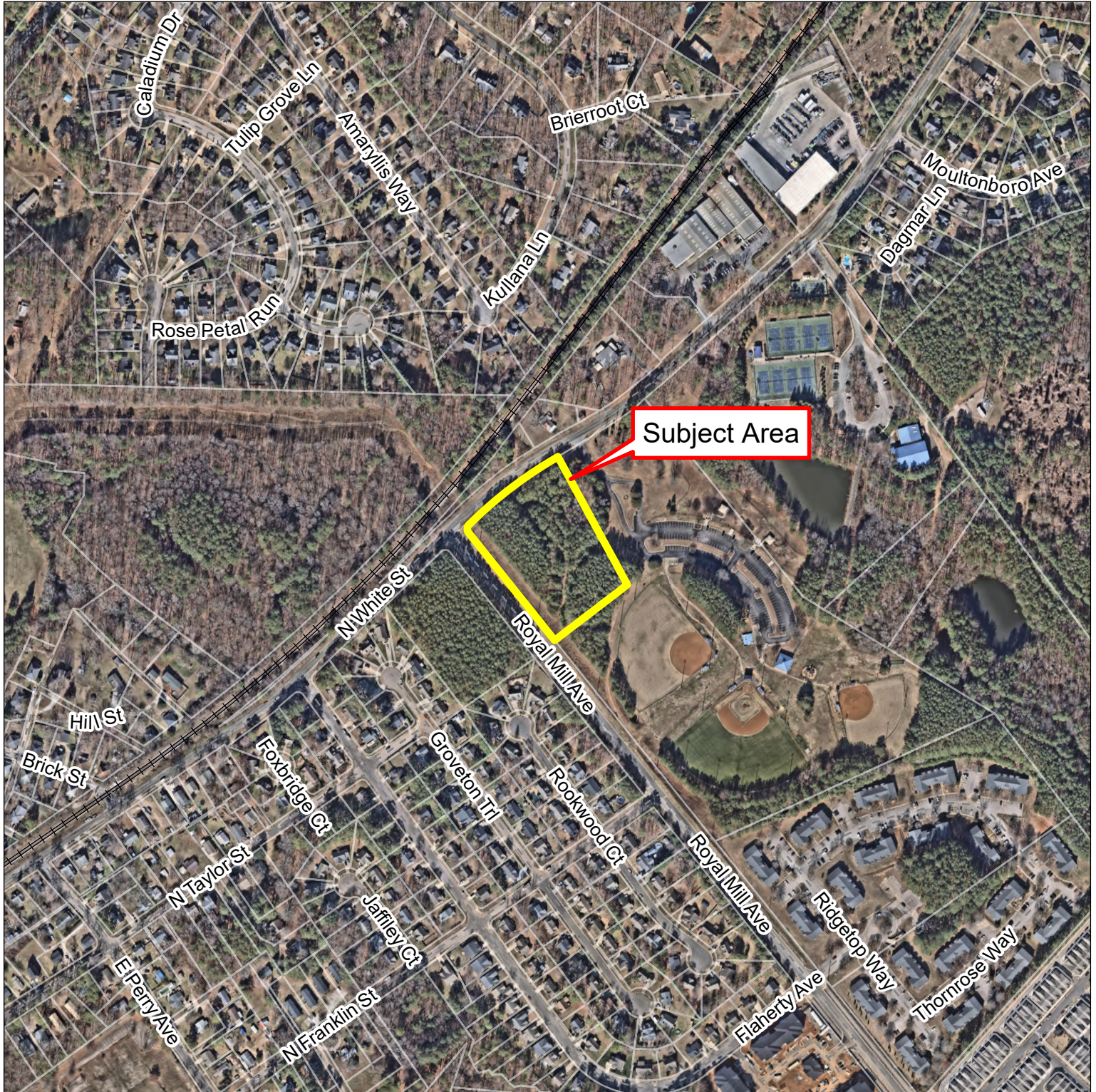
TOWN of
WAKE FOREST

RZ-23-03

White Street Mixed Use Rezoning

PIN: 1841966020

3/12/2024

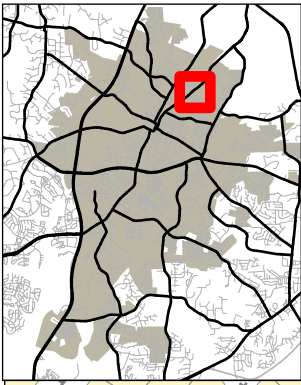


Subject Area

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

0 500 1,000 1,500
US Feet





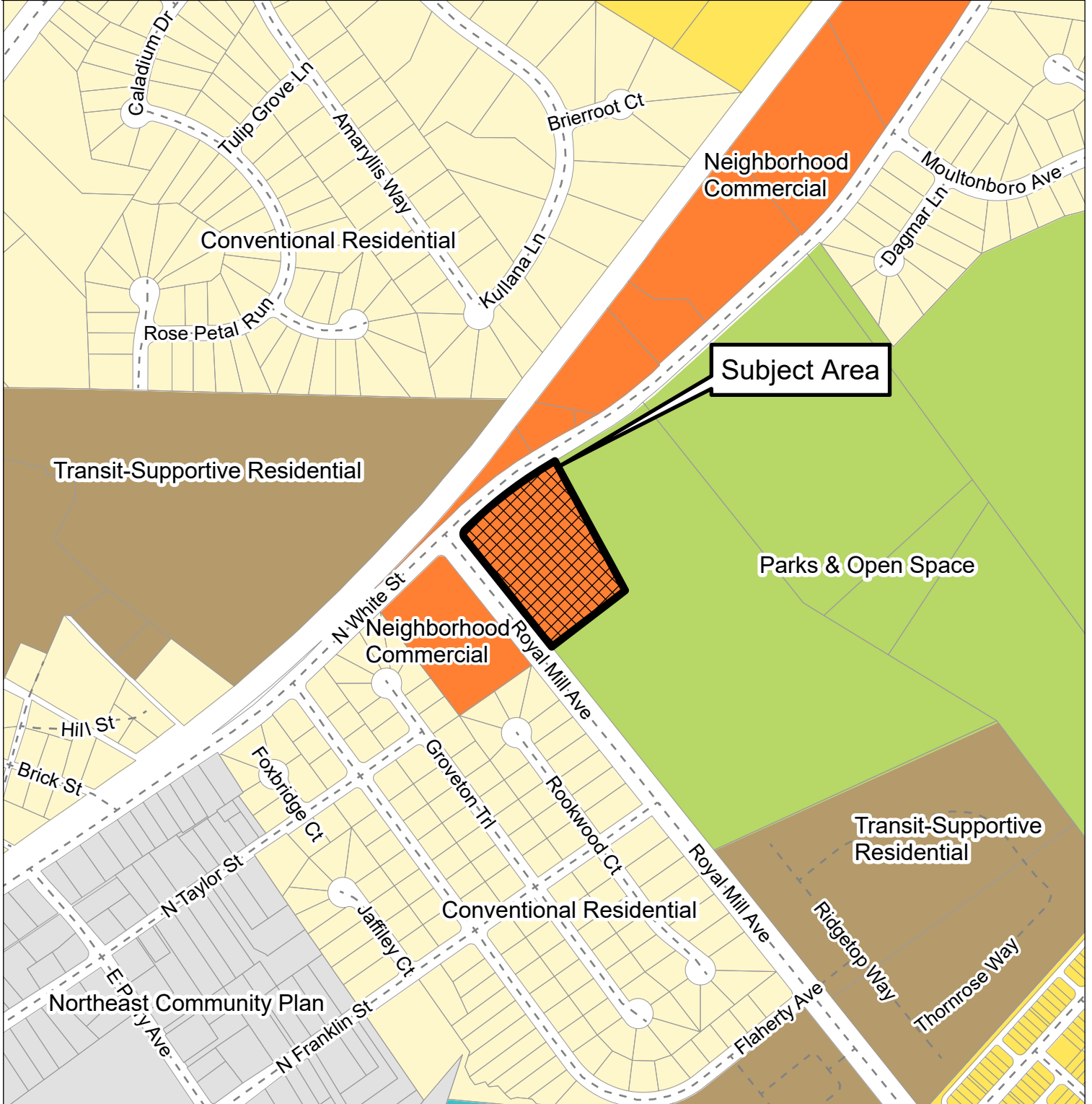
Land Use Plan



TOWN of
WAKE FOREST

RZ-23-03 White Street Mixed Use Rezoning PIN: 1841966020

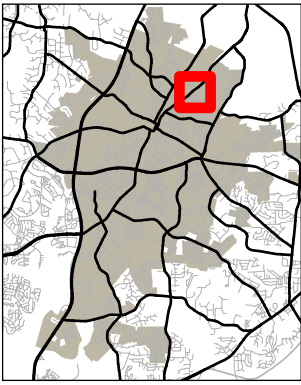
3/12/2024



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

0 500 1,000 1,500 Feet





Current Zoning



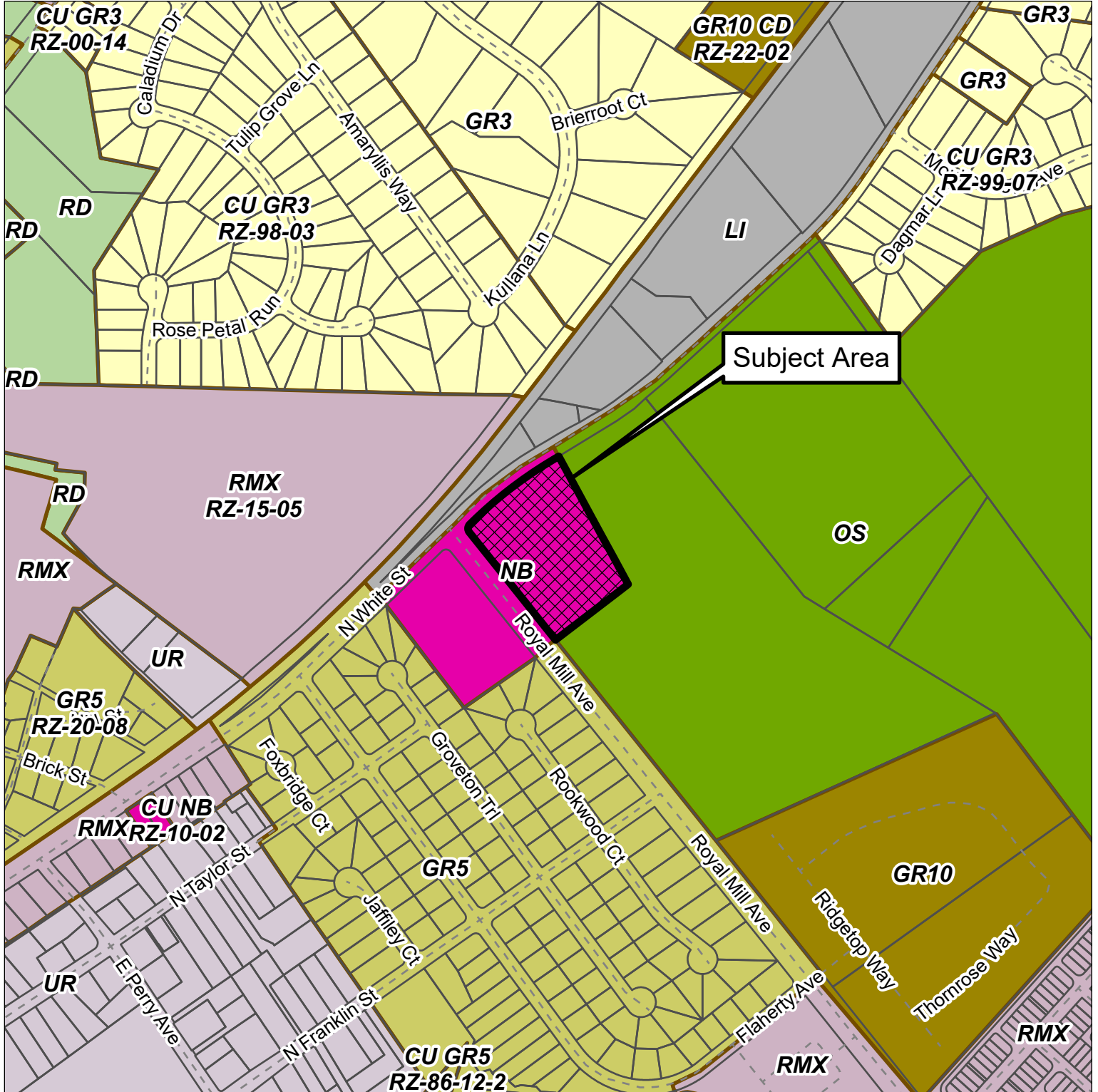
TOWN of
WAKE FOREST

RZ-23-03

White Street Mixed Use Rezoning

PIN: 1841966020

3/12/2024



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

0 500 1,000 1,500 Feet





TOWN of WAKE FOREST

Report Requirements:

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

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

GENERAL INFORMATION

Applicant: Chase Massey

Owner: Thales Academy, Inc.

Requested Action: Rezone 3.93 acres located at 0 North White Street, being Wake County Tax PIN 1841966020, from Neighborhood Business (NB) to Neighborhood Mixed-Use Conditional District (NMX-CD)

Existing Zoning: Neighborhood Business (NB)

Location: 0 North White Street

Size: 3.93 acres

Tax PIN: 1841966020

Existing Land Use: Undeveloped/Vacant

Applicable Officially Adopted Plans:

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

This report reflects the recommendation of the Planning Board, this the 9th day of April 2024.

Introduced by Planning Board member:

Michael Almqvist

Seconded by Planning Board member:

Matt Davis

Attest:

Karin Kuropas
Karin Kuropas, Planning Board Chair

Courtney Tanner
Courtney Tanner, Planning Director

Community Plan Consistency Grid: RZ 23-03				
POLICIES FOR AFFORDABLE HOUSING		YES	NO	NA
AH-1	Implement Affordable Housing Plan			
POLICIES FOR RESIDENTIAL CHARACTER		YES	NO	NA
RC-1	Encourage single-family attached and multifamily development to incorporate varied building frontages and rooflines, front porches, front yards, and balconies to provide visual interest and complement the scale and character of surrounding single-family neighborhoods			
RC-2	Setbacks of infill development should match the existing context as much as possible as uniform setbacks can help foster a pedestrian-friendly environment			
RC-3	Promote higher density infill and redevelopment within older established neighborhoods to provide greater housing choices while matching the scale and character of existing properties			
RC-4	Promote higher density housing along key corridors and surrounding activity centers. This includes near areas designated in the Land Use Plan as Commercial Corridor; Neighborhood Commercial; Light Industrial; and Office, Civic, and Institutional			
RC-5	For larger scale planned subdivisions that provide a mix of housing types, work with private developers to locate lower density housing near existing single-family detached neighborhoods to create appropriate transitions and preserve the character of established neighborhoods			
RC-6	Consider requiring a minimum percentage of housing types in new neighborhood developments to increase housing diversity and affordability (e.g. at least 20% duplexes/townhomes)			
RC-7	Review and update the UDO to align with residential character recommendations within this Community Plan			
POLICIES FOR SENIOR HOUSING		YES	NO	NA
SH-1	Promote senior housing within a quarter mile of transit stops, Downtown, shopping areas, parks, and recreational facilities			
SH-2	Encourage smaller lot, single-story housing types for seniors that are ADA accessible			
SH-3	Encourage age-targeted cooperative housing types for community-oriented senior living, such as co-housing and cottage home courts			
SH-4	Promote the development of continuing care retirement communities (CCRC), or life plan communities, which offer distinct types of housing and care levels based on a senior's needs			
SH-5	Encourage developers of age-targeted housing to include amenities attractive to seniors, such as front porches, back patios, walking paths, and outdoor sports facilities, and activated gathering spaces			

Community Plan Consistency Grid: RZ 23-03				
POLICIES FOR COMMERCIAL DEVELOPMENT		YES	NO	NA
CD-1	Enhance established commercial areas by incentivizing redevelopment and/or renovation of existing businesses.			
CD-2	Support small, local businesses within commercial centers to support unique shopping options within Wake Forest			
CD-3	Establish architectural design standards for commercial building facades that promote quality design while allowing for flexibility that encourages creative design			
CD-4	Promote multi-story structures within Commercial Corridor and Neighborhood Commercial areas at appropriate scales that offer residential or office above ground-floor commercial			
CD-5	Encourage pedestrian-oriented shopping environments with sidewalks, attractive storefronts, and buildings facing each other to create a sense of enclosure			
CD-6	Encourage the incorporation of pedestrian/bicyclist/transit-oriented areas in large-scale shopping centers that provide outdoor seating and gathering areas, bicycle parking stations, and access to transit services			
CD-7	Promote cross-access and pedestrian pathways between adjacent parking lots and leading to buildings to promote well-connected, cohesive shopping areas			
CD-8	Encourage the consolidation of commercial driveways onto major streets to reduce traffic conflicts			
CD-9	Require "360 degree architecture" (high quality architecture on all sides of the building as opposed to just the front-facing façade), including well-designed or screened service areas			
CD-10	Encourage businesses to replace existing, non-conforming signage with attractive signage that meets Town standards			
CD-11	Promote outparcel development to improve the character along primary roadways and break up views of large parking lots			
CD-12	Review and update the UDO, including the US 1 Special Highway Overlay (SH1-O) and Dr Calvin Jones Highway Overlay (SH2-O) districts, to align with commercial development recommendations within this Community Plan			
CD-13	Support accessory commercial units (ACUs) that allow the ground floor of residential properties or an accessory structure facing the street to contain a commercial use beneficial to the surrounding neighborhood			
CD-14	Establish block standards for commercial areas to break up large tracts into more human scale pieces with streets or street-like features within the development			
POLICIES FOR MINORITY & WOMEN-OWNED BUSINESSES		YES	NO	NA
MWOB-1	Work with organizations, such as the Chamber and the Black Business Alliance, to expand diversity, equity, and inclusion programs that are supported with grassroots community engagement			
MWOB-2	Explore successful programs for supporting minority and women-owned businesses in surrounding communities to implement in Wake Forest			
MWOB-3	Explore regional, state, and federal grants available for minority and women businesses, such as grants from the National Institute of Economic Development and Carolina Community Impact			
MWOB-4	Support informational sessions and/or provide educational resources to employers on how they can establish equitable work environments and policies within their businesses			
POLICIES FOR SETBACKS		YES	NO	NA
SB-1	Incentivize businesses to situate new buildings at or near the property line to improve walkability, such as by requiring more landscaping if parking lots are located in front of buildings rather than to the rear/side			
SB-2	Promote consistency in setbacks within commercial and residential areas to form desirable continuity in the streetwall, or the facades of buildings facing the street			
SB-3	Encourage outparcel development with 360 architecture to "hold the corner" of commercial corridor development			
SB-4	Ensure adequate setbacks of industrial or other high intensity uses to reduce potential sound or visual impacts on adjacent lower intensity uses			

Community Plan Consistency Grid: RZ 23-03				
SB-5	Allow for flexibly in setbacks in Downtown where existing conditions prevent a consistent streetwall, while maintaining a close interface with the street (e.g., utility, landscaping, and/or topography challenges)			
POLICIES FOR PARKING LOTS		YES	NO	NA
PL-1	For existing front-loaded surface parking lots, encourage property owners to improve their character with perimeter and interior landscaping, and/or decorative walls and fencing			
PL-2	Require off-street parking to be located to the side or rear of the primary building			
PL-3	Encourage shared parking agreements where neighboring uses with different peak parking demand times can use the same parking lot, reducing the need for additional parking lots			
PL-4	Reevaluate minimum parking standards and consider implementing maximum parking standards to reduce excessive requirements			
PL-5	Monitor parking supply and strategically encourage structured or underground parking in higher density areas if needed, such as in Downtown, TOD, and activity center areas, to reduce the amount of land dedicated to surface parking			
PL-6	Consider offering incentives for structured parking, such as density bonuses, allowable lot coverage increases, and height limit increases.			
PL-7	Encourage the integration of structured parking into multifamily buildings to minimize surface parking lots			
PL-8	Encourage North Carolina Department of Environmental Quality's (NCDEQ) Stormwater Nitrogen and Phosphorus (SNAP) nutrient-reducing practices, such as permeable surfaces, that allow water infiltration in parking lots to improve stormwater drainage and water quality			
PL-9	Encourage the provision of pedestrian walkways in parking lots to enhance connectivity and safety to businesses			
POLICIES FOR SCREENING & BUFFERING		YES	NO	NA
SB-1	Ensure sufficient screening and buffering of industrial and commercial uses next to residential uses to minimize potential adverse impacts, such as in the Unicon Drive area			
SB-2	Encourage new development to preserve existing wooded areas along the perimeter of sites to provide natural buffering			
SB-3	Encourage screening of utility, loading, outdoor storage, and trash disposal areas that are visible from the right-of-way and adjacent development			
SB-4	Promote the use of setbacks for walls and fences that allow for plantings between the property line and the right-of-way and adjacent development			

Community Plan Consistency Grid: RZ 23-03				
POLICIES FOR COMMUNITY CHARACTER		YES	NO	NA
CC-1	Preserve vistas and view corridors that contribute to the economic and aesthetic value of Wake Forest, such as the church steeple at Southeastern Baptist Theological Seminary, S White Street in Downtown, and N Main Street in the Wake Forest Local Historic District			
CC-2	Curate public outdoor spaces for important monuments and artworks to showcase them as anchors and entry points to neighborhoods			
CC-3	Leverage historic structures, events, and people to create a sense of place through placemaking and branding			
CC-4	Ensure new development is contextual to the existing character of the area in terms of scale, massing, setback, fenestration, and design features (porches, storefronts, etc.)			
CC-5	Encourage developers to incorporate landscaping to beautify neighborhoods and commercial areas, such as landscaped medians and roundabouts.			
CC-6	Incorporate landscaping and gateway features into public rights-of-way, such as landscaped streetscapes, green infrastructure, and public promenades			
CC-7	Emphasize quality development along highly visible thoroughfares in the Town to reinforce its positive image			
CC-8	In accordance with the Land Use Plan, ensure incompatible, high intensity uses are directed away from low intensity residential areas			
CC-9	Continue to provide quality municipal services for the maintenance and upkeep of neighborhoods, such as street cleaning, snow removal, and trash disposal services			
CC-10	Work with NCDOT to identify areas for roadway enhancements			
CC-11	Refer to the Public Art Vision Plan for guidance when public art is being proposed in private development			
CC-12	Work with developers to improve the character of retaining walls, such as by incorporating public art or tiering the walls to reduce their visual impact			
POLICIES FOR UTILITY LINES		YES	NO	NA
UL-1	Create a master plan for burying utility lines with community involvement to identify priority areas for conversion			
UL-2	Ensure major Town entrances and gateway corridors and highly visible, pedestrian-oriented areas are prioritized for conversion			
UL-3	Consider trenching utilities as capital improvements are made in the right-of-way for all areas of the Town			
UL-4	Investigate partnering with private developers to install conduit for fiber and/or burying utility lines in priority conversion areas			
UL-5	Explore partnerships with private developers for boring and burying additional conduit along main roadways			
UL-6	Consider and install conduit with greenway project construction.			

Community Plan Consistency Grid: RZ 23-03				
POLICIES FOR HISTORIC PRESERVATION		YES	NO	NA
HP-1	Work with the Historic Preservation Commission (HPC) and the Planning Department to continue to implement the 2019 Historic Property Handbook and Design Standards and continue to preserve existing and new historic landmarks			
HP-2	Continue to enforce the Historic Preservation Ordinance for the Wake Forest Local Historic District and local historic landmarks			
HP-3	Promote State and Federal Tax Incentives for qualified rehabilitation projects for properties listed individually or as contributing historic properties in the National Register of Historic Places			
HP-4	Ensure development surrounding and within historic districts is sensitive to the historic context of the neighborhood			
HP-5	Encourage adaptive reuse, restoration, and repurposing of historic structures to preserve Wake Forest's history			
HP-6	Continue to enforce the Demolition of Historic Structures Ordinance for the protection of all historic properties in Wake Forest			
HP-7	Investigate the adoption of new local historic districts or character historic overlay districts to preserve Wake Forest's historic character			
POLICIES FOR COMMUNITY FACILITIES		YES	NO	NA
CF-1	Expand Town facilities concurrently with new growth			
CF-2	Annually review the Town's Work Management Plan, Staffing, and Budget section to reflect current needs and priorities			
CF-3	Work with the Wake Forest Parks, Recreation, and Cultural Resources Department to identify strategies to close gaps in park service areas, such as west of Capital Boulevard and the southern and eastern portion of Town			
CF-4	Work with the Wake Forest Parks, Recreation, and Cultural Resources Department to expand equity in the quality of public park facilities and programming			
CF-5	Explore green infrastructure options that also beautify spaces, like bioswales and planters			
CF-6	Continue to work with regional educational entities to provide support as they seek new facility locations or expansion with growth			
CF-7	Coordinate with regional educational entities to ensure increased equity in educational facilities across the community			
CF-8	Coordinate with the Police and Fire Departments to ensure response times are sufficient for all areas of town with growth			
CF-9	Consider emerging best practices for community safety, such as mental health crisis response teams			
CF-10	Promote and incorporate sustainable building practices into community facilities, setting a precedent for private developers to implement			
CF-11	Coordinate with regional healthcare providers to explore opportunities to locate a full service hospital or regional medical facilities in the Town			
CF-12	Evaluate existing streets and explore UDO updates to address traffic congestion, traffic speed, reduce collisions, and improve safety conditions for all modes of transportation			
CF-13	Regularly update the Town Pavement Management System program			

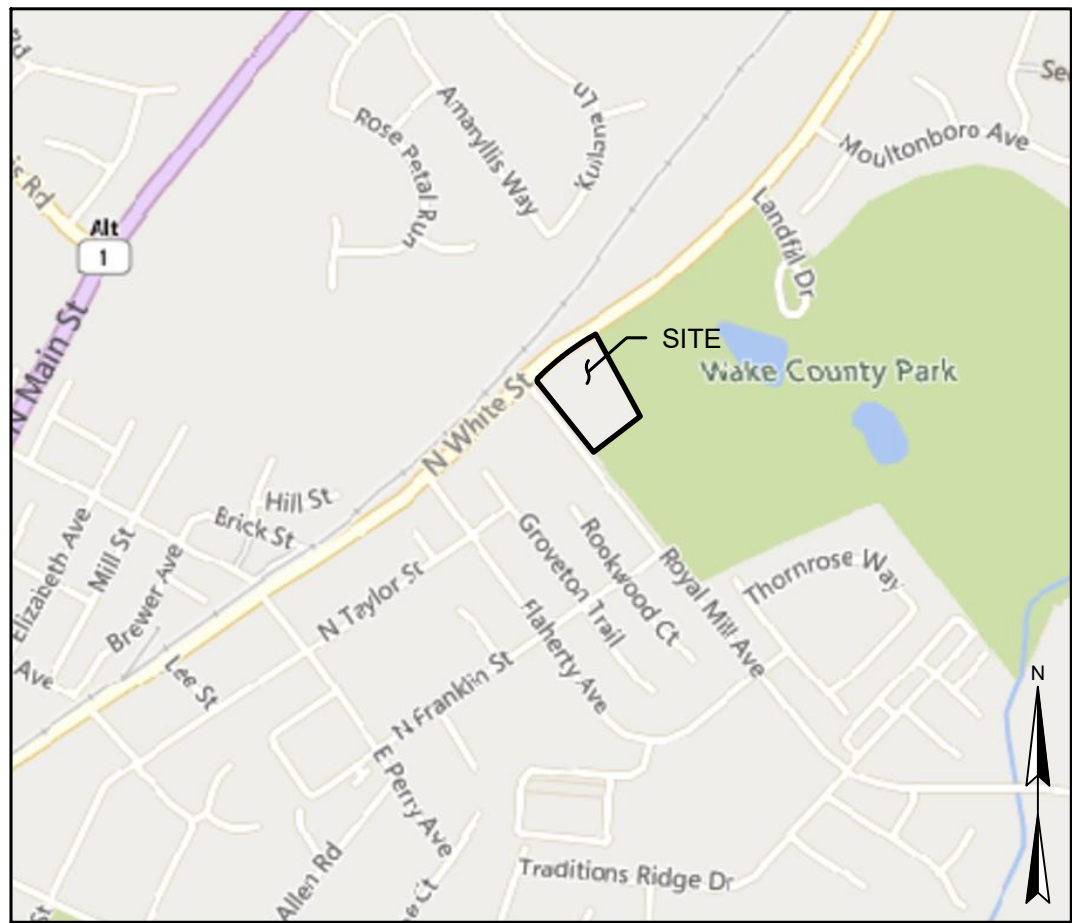
Community Plan Consistency Grid: RZ 23-03				
POLICIES FOR PUBLIC TRANSIT		YES	NO	NA
PT-1	Continue to work with transit partners to consider more frequent service and route network expansions to key locations to improve rider experience and attract more usage of mass transit			
PT-2	Coordinate with property owners, private developers, and transit partners to set aside land for transit stops at appropriate locations. The Town should obtain a transit easement for these locations and construct and maintain quality bus shelter infrastructure			
PT-3	Work with GoRaleigh and GoTriangle to construct smart bus shelters, or sustainable shelters that incorporate elements like interactive screens with live timetables, smart lighting, solar panels, and bike lock stations			
PT-4	Explore incorporating public art into bus shelters			
PT-5	Continue to evaluate and coordinate Park and Ride locations with transit partners			
PT-6	Explore best long term transit options such as fixed or microtransit			
POLICIES FOR CAPITAL BOULEVARD		YES	NO	NA
CB-1	Continue to work closely with NCDOT to implement the project and promote commercial growth in accordance with the Land Use Plan			
CB-2	Continue advocating for improvements along the corridor to assist in improving the quality of life for Wake Forest residents, businesses, and property owners			
POLICIES FOR STREET CONNECTIVITY		YES	NO	NA
SC-1	Promote short blocks of less than 600 linear feet between intersections of local roads to improve walkability			
SC-2	Avoid dead-ends, cul-de-sacs, and T-intersections in places where four-way intersections can be aligned			
SC-3	Study the appropriateness of traffic circles at four-way intersections to ease congestion and improve safety			
POLICIES FOR SIDEWALKS & MULTI-USE PATHS		YES	NO	NA
SP-1	Update the CTP to include an inventory of sidewalks in addition to multi-use paths and establish project priorities, private-public funding, and time frames for closing gaps in the network			
SP-2	Update the CTP to identify priority areas for high visibility crosswalks, bulb outs, refuge islands, rectangular rapid flashing beacons, and other pedestrian improvements			
SP-3	Work with Public Works to identify crosswalk ramps that are not ADA compliant and prioritize upgrades			
SP-4	In coordination with roadway improvements, upgrade aging sidewalks or install new sidewalks if none exist			
SP-5	Promote sidewalk, multi-use path, or trail connectivity between residential subdivisions and nonresidential development to improve pedestrian and bicycle connectivity			
SP-6	Continue to ensure all new residential development provides sidewalks on both sides of the street			
SP-7	Encourage multi-use paths to be provided along the main road in developments			
SP-8	Ensure multifamily and commercial developments include strong pedestrian networks within and between their sites			

Community Plan Consistency Grid: RZ 23-03				
POLICIES FOR BIKEWAYS, GREENWAYS & TRAILS		YES	NO	NA
BGT-1	Identify trail head locations as the greenway and trail network continues to expand			
BGT-2	Explore opportunities along greenways to add amenities (i.e. water fountains, seating /rest areas, pocket parks, public art, and fix it stations) and programming with the Parks, Recreation, and Cultural Resources Department or other organizations like StoryWalks			
BGT-3	Encourage development along greenways to incorporate greenway access into the site, particularly for uses attractive to trail users (i.e. restaurant, cafes, and bars)			
POLICIES FOR LOCAL FOOD SYSTEMS		YES	NO	NA
LFS-1	Continue to support the Northern Community Food Security Team and together explore other locations for community food hubs within the Town			
LFS-2	Partner with local food cooperatives and regional food networks, such as the Capital Area Food Network, to address food insecurity in the community			
LFS-3	Encourage regenerative practices, such as use of organic fertilizers, crop rotation, and crop variation for healthy soil			
LFS-4	Conduct a meal gap survey to better assess the immediate and long term needs in the community			
LFS-5	Evaluate the economic impact of local food systems in the community to encourage localized marketplaces for food producers			
LFS-6	Explore updates to the UDO that would promote urban agriculture and repurposing of vacant or underutilized lots for such uses			
POLICIES FOR CONSERVATION DESIGN		YES	NO	NA
CD-1	Encourage conservation design in the UDO's subdivision development regulations, particularly for areas within watershed protection areas			
CD-2	Explore incentives for promoting conservation design, such as density bonuses to allow for comparable number of housing units but greater preserved green space within the site			
CD-3	Encourage developers to enhance preserved green spaces as accessible amenities for residents, such as trails and outdoor seating			
POLICIES FOR GREEN SPACE PRESERVATION		YES	NO	NA
GSP-1	Prioritize higher density redevelopment and infill development within already developed areas to avoid premature development in long term growth areas and reduce greenfield development			
GSP-2	Work with private developers to preserve significant natural assets within sites, such as streams, steep slopes, unique geological formations, wetlands, and mature stands of trees, which can be incorporated as development amenities			
GSP-3	Continue to identify and strategically acquire environmentally sensitive land to preserve as dedicated conservation areas and publicly accessible open space			
GSP-4	Explore incentives to promote conservation design in future development, such as density bonuses, to promote clusters of taller structures that preserve natural areas of the site			
GSP-5	Explore strategies to further promote green space preservation within the updated UDO, such as increasing set aside requirements, and evaluate what is credited as open space			
GSP-6	Explore strategies to further protect wildlife and environmentally sensitive areas in the UDO			

Community Plan Consistency Grid: RZ 23-03				
POLICIES FOR TREE CANOPY		YES	NO	NA
TC-1	Continue to support the Town in administering the Urban Forestry Program and planting, preserving, and maintaining trees on public properties and rights-of-way			
TC-2	Explore updates to the UDO that could further promote tree preservation and replacement in new developments			
TC-3	Review existing incentives and consider additional incentives for private developers to promote tree preservation above what is required by the UDO			
TC-4	Explore ways to increase the number of trees required in parking lots during the update to the UDO, such as requiring an island every 20 parking spaces or decreasing the minimum distance a parking space can be from a tree			
TC-5	Ensure public and private tree plantings and xeriscaping are made up of native plant species that are adapted to local environmental conditions and require less irrigation			
TC-6	Coordinate efforts to influence State regulations related to the expansion of tree preservation standards			
POLICIES FOR SUSTAINABLE DEVELOPMENT		YES	NO	NA
SD-1	Encourage private developers to incorporate green building, LID, and green infrastructure practices in future developments			
SD-2	Incorporate green infrastructure into public streetscapes, prioritizing pedestrian-oriented areas like Downtown, TOD, and Neighborhood Commercial areas			
SD-3	Continue to incorporate sustainable design best practices into Town-owned infrastructure and community facilities, striving to incorporate LEED practices into future facilities			
SD-4	Use the Environmental Protection Agency's (EPA) "Revising Local Codes to Facilitate Low Impact Development" guide to help identify regulations within the UDO that discourage LID practices			
SD-5	Evaluate potential rainwater collection programs and composting programs			
SD-6	Explore an incentive program to encourage development to provide stormwater when lots are exempt from stormwater requirements			
SD-7	Update the Manual of Specifications, Standards and Design to reference green infrastructure design			
SD-8	Explore decommissioned rights-of-way as potential stormwater routes			
SD-9	Support the use of attractive, safe, and sustainable street furniture and infrastructure, such as solar streetlights, and LED traffic lights			
SD-10	Expand the electric vehicle (EV) charging network by requiring the installation of charging stations, or the infrastructure needed to accommodate future charging stations, in all new parking lots, especially parking lots of multifamily and large scale developments, and increasing supply of public charging stations			
SD-11	Promote adaptive reuse over redevelopment for structures that are structurally sound, feature desirable built form, and/or are historically significant. This includes creating an online inventory of buildings available for adaptive reuse			
SD-12	Investigate developing a solar energy ordinance and enrolling in the SolSmart program, a national designation program funded by the US Department of Energy charged with making solar power faster, easier, and more affordable			
SD-13	Explore ways to incentivize renewable energy and passive solar design in the Town's development standards. SolSmart's Solar Energy Toolkit can be used as resource for better promoting solar panels within the code			

Community Plan Consistency Grid: RZ 23-03				
SD-14	Continue partnership with Raleigh to encourage homeowners to incorporate practices for water conservation			
POLICIES FOR TOURISM		YES	NO	NA
T-1	Grow the Town's art community and reputation as a regional arts destination with a Downtown focus			
T-2	Explore the potential of constructing a recreational destination facility with a regional draw			
T-3	Develop annual Tourism Economic Impact Reports to help quantify progress made in Wake Forest's tourism sector and identify trends, issues, and opportunities that can help Town staff prioritize future investments			
T-4	Support the Wake Forest Area Chamber to create and market a local visitor's center as a public resource hub for the Town's attractions, events, and businesses for visitors			
T-5	Leverage Wake County's Room Occupancy Tax to build, finance, and create new establishments or run events related to tourism, allowing the Town to capitalize on its success in drawing hotel occupants			
T-6	Create a community-wide wayfinding plan to improve sense of place and signage that directs visitors and residents to Town destinations			
T-7	Continue to support Wake Forest Downtown Inc. (a Main Street America accredited program) in meeting the National Accreditation Standards of Performance as outlined by the National Main Street Center			
T-8	Continue to participate in the NC Main to Main Trail program, a network that connects the State's Main Street America communities, and leverage this designation in the Town's marketing strategy			
T-9	Investigate hiring consultants to provide a comprehensive evaluation of Town events and provide recommendations for improved programs			
T-10	Explore the creation of a social district, where customers can carry and consume food and drinks purchased from businesses outside in a designated zone			
POLICIES FOR GATEWAYS		YES	NO	NA
GW-1	Create a Gateway Plan to identify and prioritize sites for gateway features and establish design standards. Ensure the Plan works in synergy with the Town's Wayfinding Plan.			
GW-2	Improve roadway infrastructure along key gateway routes to enhance their character and multimodal connectivity.			
POLICIES FOR DOWNTOWN WAKE FOREST		YES	NO	NA
DWF-1	Evaluate existing zoning regulations around density in appropriate locations to balance Downtown's development potential with preserving its historic character			
DWF-2	Identify strategies to fill vacant buildings Downtown that promote an entrepreneurial and small-business culture			
DWF-3	Identify strategies to attract families and younger populations to Downtown with inviting public spaces, entertainment, and destinations for all ages			
DWF-4	Provide guidelines for how buildings should be orientated to support pedestrian-friendly environments			
DWF-5	Reassess parking demand and supply with consideration for a new parking garage(s) to minimize surface parking lots			

Community Plan Consistency Grid: RZ 23-03				
DWF-6	Identify strategies to create an “experience-based” Downtown retail environment with unique local businesses and a pedestrian-oriented environment			
DWF-7	Reassess strategies to improve gateways and wayfinding to and within Downtown to better direct people and create a distinct sense of place			
DWF-8	Identify opportunities for Downtown events and public gathering spaces to bring the community together, such as live outdoor events and festivals			



VICINITY MAP
1" = 1,000'

SUMMARY INFORMATION

DEVELOPMENT NAME: WHITE STREET MIXED USE

SITE ADDRESS: N WHITE STREET & ROYAL MILL AVENUE

PIN NUMBER(S): 1841-96-6020

TOTAL ACREAGE: 3.934 AC
LESS WHITE STREET RW DEDICATION: 0.003 AC
NET ACREAGE: 3.931 AC

EXISTING USE: VACANT
PROPOSED USE: MIXED USE (GENERAL COMMERCIAL, RESTAURANT, MULTI-FAMILY)

JURISDICTION: TOWN OF WAKE FOREST
EXISTING ZONING DISTRICT: NB
PROPOSED ZONING DISTRICT: NMX-CD

NMX REQUIRED FRONTAGE BUILDOUT: 60%
NMX FRONTAGE PROVIDED: 64% (EXCLUDING PORTION OF WAKE ELECTRIC EASEMENT)

MAX STORIES: 4

PROPOSED USES:
GENERAL COMMERCIAL: 32,000 SF
RESTAURANT: 10,000 SF
MULTI-FAMILY UNITS: 65

NMX SETBACKS:
FRONT: 12' MAX. (MEASURED FROM EASEMENT)
SIDE STREET: 12' MAX. (MEASURED FROM EASEMENT)
SIDE: 5' MIN
REAR: 5' MIN.

PARKING CALCULATIONS:
REQUIRED PARKING:
MULTI-FAMILY: 1.5 PER UNIT
GENERAL COMMERCIAL: 1 PER 350 SF
RESTAURANT: 1 PER 200 SF
TOTAL REQUIRED = 238 SPACES

PROVIDED PARKING: 238 SPACES

BICYCLE PARKING CALCULATIONS:
REQUIRED PARKING: 2 PER 40 AUTO SPACES = 12 REQUIRED
PROVIDED PARKING: 12 SPACES (6 INVERTED 'U' RACKS); TO BE LONG-TERM (COVERED AND WEATHER RESISTANT)

NMX REQUIRED OPEN PACE: N/A (PROJECT LESS THAN 5 ACRES)
PROPOSED OPEN SPACE: N/A

NMX REQUIRED PARK SPACE: N/A (PROJECT LESS THAN 5 ACRES)
PROPOSED PARK SPACE: N/A

PROPERTY OWNER: THALES ACADEMY INC
DEVELOPER: TALL PINES CUSTOM HOMES LLC

PROPOSED IMPERVIOUS AREAS:
BUILDING: 0.54 AC
PARKING: 1.92 AC
SIDEWALK (ON-SITE): 0.07 AC
SIDEWALK (OFF-SITE): 0.20 AC
TOTAL IMPERVIOUS AREAS: 2.73 AC (119,069 SF); 69.5% IMPERVIOUS

WHITE STREET MIXED USE SITE MASTER PLAN

RZ-23-03

N WHITE ST & ROYAL MILL AVENUE
WAKE FOREST, NC
PINS: 1841-96-6020

PROPOSED ZONING CONDITIONS

- BUILDING HEIGHT SHALL NOT EXCEED FOUR STORIES.
- GATHERING SPACE SHALL BE PROVIDED AS SHOWN ON THE APPROVED MASTER PLAN, AND SHALL HAVE A PUBLIC ART COMPONENT.
- ALLOWABLE USES SHALL NOT INCLUDE PAWN SHOP, GAS/FUELING STATION, VEHICLE SERVICES - MINOR MAINTENANCE/REPAIR, SMALL EQUIPMENT REPAIR/RENTAL, DRIVE-THRU/DRIVE-IN FACILITY, VAPE SHOP, FUNERAL HOME/CREMATORIUM, ALCOHOL BEVERAGE SALES STORE, BAR/TAVERN, OR GUN SALES STORE.
- THE LOT LINE ABUTTING NORTH WHITE STREET SHALL BE CONSIDERED THE PRINCIPAL FRONT LOT LINE.
- MAXIMUM FRONT SETBACKS TO BE MEASURED FROM THE EDGE OF EXISTING UTILITY EASEMENTS ALONG ROYAL MILL AVENUE AND NORTH WHITE STREET.
- MULTI-FAMILY PARKING RATE: 1.5 SPACES PER UNIT.
- EXISTING WAKE ELECTRIC TRANSMISSION LINE ALONG ROYAL MILL AVENUE TO REMAIN AND NOT BE BURIED.
- EXISTING WAKE ELECTRIC OVERHEAD DISTRIBUTION LINE ALONG NORTH WHITE STREET TO REMAIN AND NOT BE BURIED.
- PROPOSED ROYAL MILL AVENUE MINIMUM DRIVEWAY CHANNELIZATION TO BE 97'.
- DEVELOPER SHALL COMPLETE ALL IMPROVEMENTS RECOMMENDED IN THE APPROVED TRANSPORTATION IMPACT ANALYSIS.
- DIRECT PEDESTRIAN ACCESS FROM THE MULTI-USE PATH ON NORTH WHITE STREET SHALL BE PROVIDED TO INDIVIDUAL BUSINESS ENTRANCES ALONG THE NORTH WHITE STREET BUILDING FRONTAGE.
- PRIOR TO ANY GRADING OR OTHER CONSTRUCTION ACTIVITIES ON THE SITE, TREE PROTECTION FENCING SHALL BE INSTALLED ALONG NORTHEASTERN PARCEL LINE TO PROTECT ROOTS OF EXISTING OFF-SITE TREES WITHIN THE FLAHERTY PARK DRIVEWAY AREA.
- AT LEAST 6% OF THE DWELLING UNITS CONSTRUCTED ON THE SITE SHALL BE AFFORDABLE HOUSING UNITS. AS USED HEREIN, AN "AFFORDABLE HOUSING" UNIT IS ANY DWELLING UNIT THAT IS OFFERED FOR RENT AT AN EFFECTIVE MONTHLY RENT EQUAL TO OR LESS THAN THE MAXIMUM RENT AFFORDABLE FOR HOUSEHOLDS WITH AN INCOME OF 70% OF THE AREA MEDIAN INCOME ("AMI") IN THE RALEIGH, NORTH CAROLINA METROPOLITAN STATISTICAL AREA PUBLISHED BY HUD. THE AFFORDABLE UNITS SHALL BE OFFERED FOR RENT FOR A MINIMUM OF TEN (10) YEARS FROM THE DATE OF ISSUANCE OF THE FIRST CERTIFICATE OF OCCUPANCY PERMITTING RESIDENTIAL USE AFTER THE EFFECTIVE DATE OF THESE CONDITIONS. FOR THE PURPOSES OF THIS CONDITION, AN ANNUAL RENT EQUAL TO OR LESS THAN 30% OF THE ANNUAL INCOME OF A HOUSEHOLD WITH AN INCOME OF 70% AMI IN THE RALEIGH MSA SHALL BE CONSIDERED AFFORDABLE FOR HOUSEHOLDS WITH AN INCOME OF 70% AMI.
- THE OWNER SHALL UPDATE THE RENTAL RATE FOR EACH AFFORDABLE HOUSING UNIT THEN BEING MARKETED FOR RENT ANNUALLY BASED ON THE CURRENT UPDATED AMI PUBLISHED BY HUD. IN THE EVENT THE TOWN OF WAKE FOREST OR WAKE COUNTY ESTABLISHES A PROGRAM IN THE FUTURE WHICH PROVIDES INCENTIVES FOR AFFORDABLE HOUSING UNITS, THIS PROJECT SHALL BE ELIGIBLE TO PARTICIPATE IN SUCH A PROGRAM IF QUALIFICATIONS OF SUCH PROGRAM ARE MET. BEGINNING ON DECEMBER 31ST OF THE FIRST FULL YEAR FOLLOWING OWNER'S RECEIPT OF THE FINAL CERTIFICATE OF OCCUPANCY FOR THE PROJECT AND PRIOR TO DECEMBER 31ST FOR EVERY YEAR THEREAFTER, THE OWNER OF RECORD SHALL PROVIDE AN ANNUAL CERTIFICATION OF COMPLIANCE WITH THIS ZONING CONDITION TO THE TOWN OF WAKE FOREST PLANNING DEPARTMENT, WHICH LISTS THE RENTAL RATE FOR THE AFFORDABLE HOUSING UNITS AND VERIFIES THAT THE TENANTS IN THOSE AFFORDABLE HOUSING UNITS DO NOT EXCEED THE 70% AMI INCOME THRESHOLD. THE OWNER SHALL NOT BE REQUIRED TO SUBMIT ANNUAL CERTIFICATIONS TO THE TOWN REGARDING AFFORDABLE HOUSING UNITS AFTER THE EXPIRATION OF THE 10-YEAR AFFORDABILITY PERIOD.

SHEET

TITLE

C-1	COVER
C-2	EXISTING CONDITIONS & DEMOLITION PLAN
C-3 - C-4	SITE PLAN
C-5 - C-6	UTILITY PLAN
C-7	GRADING & DRAINAGE PLAN
C-8	LANDSCAPE PLAN
C-9	LIGHTING PLAN

OWNER:

THALES ACADEMY
CONTACT: ROBERT L. LUDDY
4641 PARAGON PARK ROAD
RALEIGH, NC 27616
919.882.2410
BOB@CAPTIVEAIRE.COM

DEVELOPER:

TALL PINES CUSTOM HOMES LLC
CONTACT: DAVID PHILLIPS
8652 VALLEY BROOK DRIVE
RALEIGH, NC 27613
919.625.6763
DAVID.PHILLIPS1358@GMAIL.COM

ENGINEER OF RECORD:

FLM ENGINEERING, INC
CONTACT: CHASE MASSEY, PE
PO BOX 91727
RALEIGH, NC 27675
919.423.8975
CMASSEY@FLMENGINEERING.COM



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

REVISION HISTORY

REV #	DESCRIPTION	DATE	BY
1	TOWN COMMENTS	8/10/2023	FLM
2	TOWN COMMENTS	1/26/2024	FLM
3	REV. CONDITIONS	2/26/2024	FLM
4	REV. CONDITIONS	3/15/2024	FLM
5	REV. CONDITIONS	4/23/2024	FLM

ORIGINAL PLAN SIZE: 24" X 36"

PRELIMINARY
PLANS
DO NOT USE FOR CONSTRUCTION

SCALE ADJUSTMENT

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

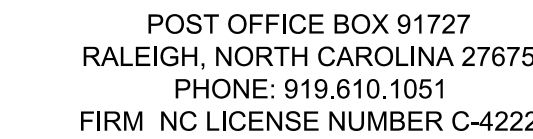
WHITE STREET MIXED USE
SITE MASTER PLAN
N WHITE ST & ROYAL MILL AVE
WAKE FOREST, NC

DATE:	01-19-2023
SCALE:	AS SHOWN
DESIGNED BY:	FLM
APPROVED BY:	FLM
PROJECT NO.:	22045

COVER

C-1

SHEET 1 OF 9



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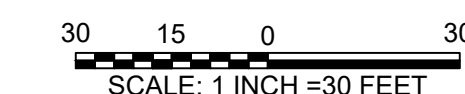
REVISION HISTORY

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PRELIMINARY PLANS

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	SCALE ADJUSTMENT
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SITE MASTER PLAN
N WHITE ST & ROYAL MILL AVE
WAKE FOREST, NC

DATE:	01-19-2023
SCALE:	AS SHOWN
DESIGNED BY:	FLM
APPROVED BY:	FLM
PROJECT NO.:	22045

EXISTING CONDITIONS & DEMOLITION PLAN

C-2

SHEET 2 OF 9

NOTES

1. BOUNDARY AND TOPOGRAPHIC SURVEY BY CMP PROFESSIONAL LAND SURVEYORS.
2. THERE ARE NO FLOOD PRONE AREAS PRESENT PER FEMA FIRM PANEL NO. 3720184100K, EFFECTIVE 07/19/22.
3. THERE ARE NO TREES THAT QUALIFY AS TOWN OF WAKE FOREST SPECIMEN TREES ONLY.
4. THE UTILITIES SHOWN ARE NOT GUARANTEED TO BE A REPRESENTATION OF ALL UTILITIES WITHIN THE PROJECT EXTENT.
5. THE CONTRACTOR SHALL CALL THE NORTH CAROLINA ONE-CALL-CENTER AT LEAST 48 HOURS PRIOR TO BEGINNING WORK.
6. THE CONTRACTOR SHALL VERIFY DEPTHS AND LOCATIONS OF ALL UTILITIES PRIOR TO BEGINNING WORK AND SHALL USE CARE WHEN OPERATING AROUND EXISTING UTILITIES.
7. THE CONTRACTOR SHALL BE FINANCIALLY RESPONSIBLE FOR THE REPAIR OF ANY EXISTING UTILITIES DAMAGED DURING CONSTRUCTION.
8. THERE IS NO CEMETERY ON THE PROPERTY.
9. UNDER NCGS 70-29 DISCOVERY OF REMAINS AND NOTIFICATIONS OF AUTHORITIES, ANY INADVERTENT DISCOVERY OF MARKED OR UNMARKED GRAVES OR HUMAN REMAINS REQUIRES THAT WORK IMMEDIATELY STOP AND THE PROCESS OUTLINED IN NCGS 70-29 BE FOLLOWED.

SOIL

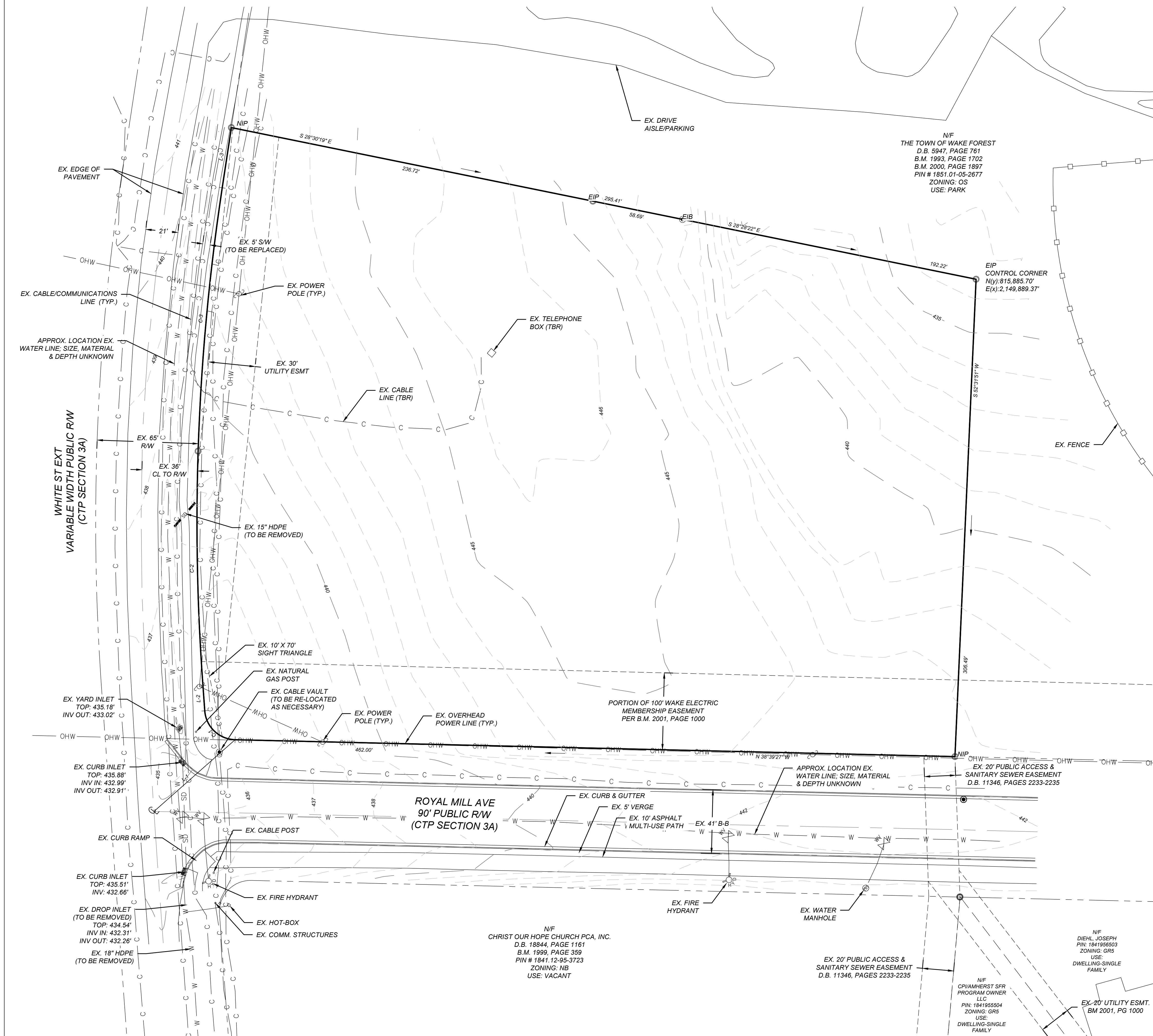
CeB CECIL SANDY LOAM, 2 TO 6 PERCENT SLOPES

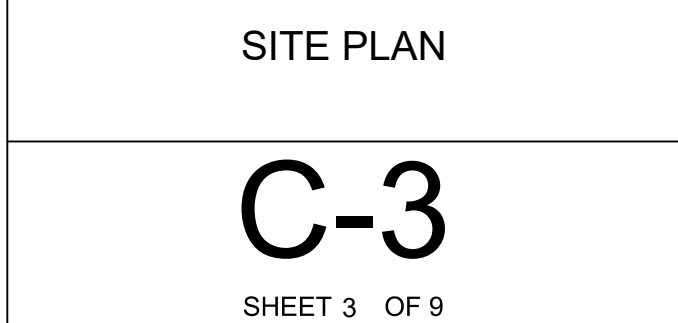
LEGEND

	EX. PROPERTY LINE
	EX. RIGHT-OF-WAY
	EX. ADJACENT OWNERS
	EX. EASEMENT
	EX. FENCE
	EX. OVERHEAD ELECTRIC LINE
	EX. COMMUNICATIONS LINE
	EX. WATER LINE
	EX. SANITARY SEWER
	EX. STORM SEWER
	EX. MAJOR CONTOUR (5')
	EX. MINOR CONTOUR (1')

LINE TABLE		
LINE	BEARING	DISTANCE
L-1	S 81°27'29" E	69.54'
L-2	N 45°48'41" E	16.23'
L-3	N 58°37'58" E	39.06'

CURVE TABLE				
CURVE	ARC LENGTH	RADIUS	CHORD LENGTH	CHORD BEARING
C-1	29.48'	20.00'	26.89'	N 03°34'41" E
C-2	150.50'	1431.00'	150.43'	N 48°49'27" E
C-3	169.72'	1431.00'	169.63'	N 55°14'06" E





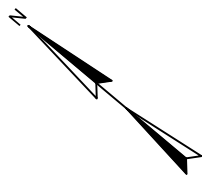
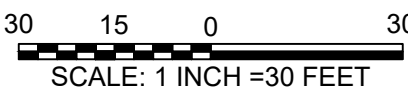


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REVISION HISTORY			
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5	REV. CONDITIONS	4/23/2024	FLM

ORIGINAL PLAN SIZE: 24" X 36"

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

DATE:	01-19-2023
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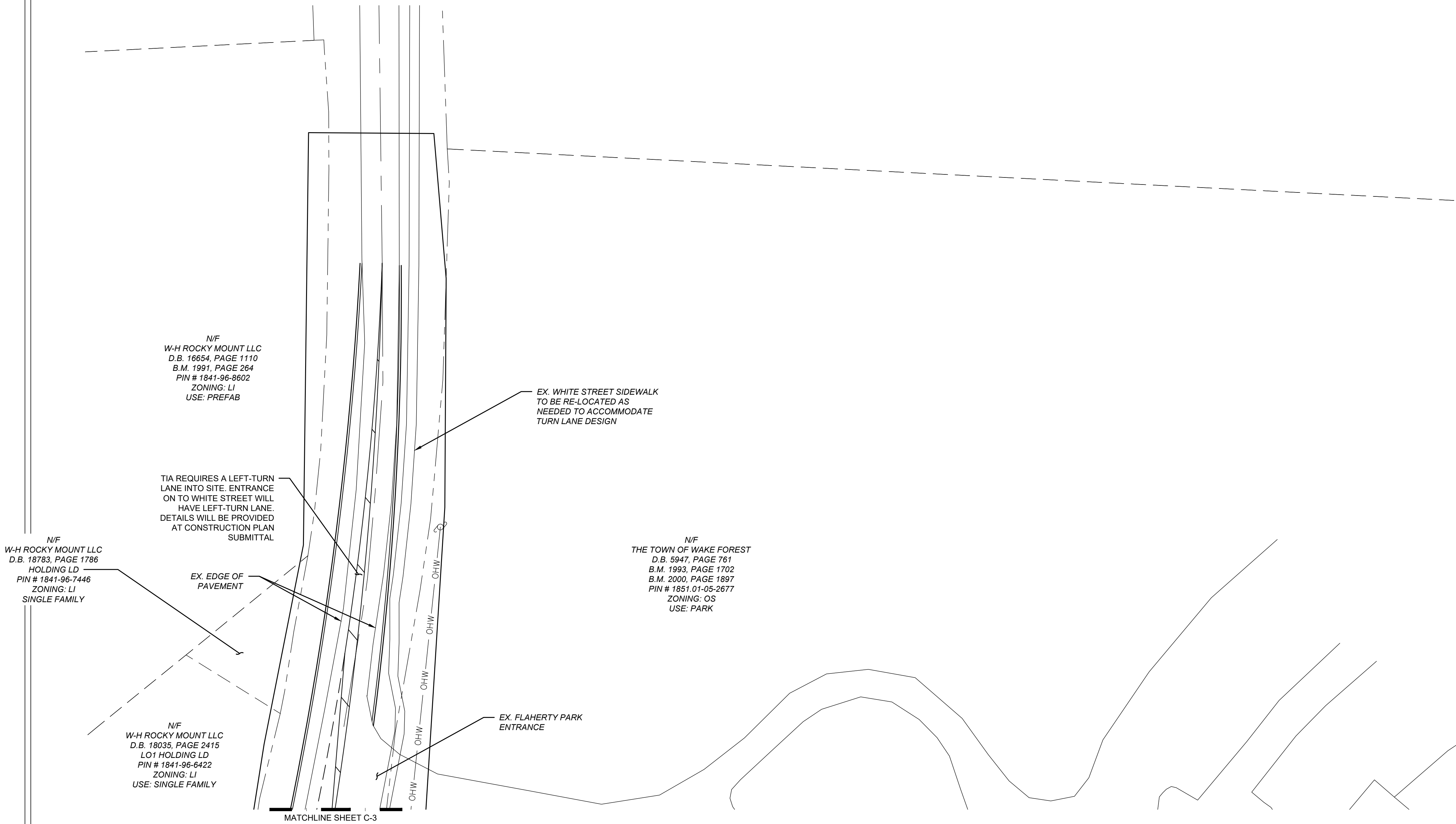
SITE PLAN

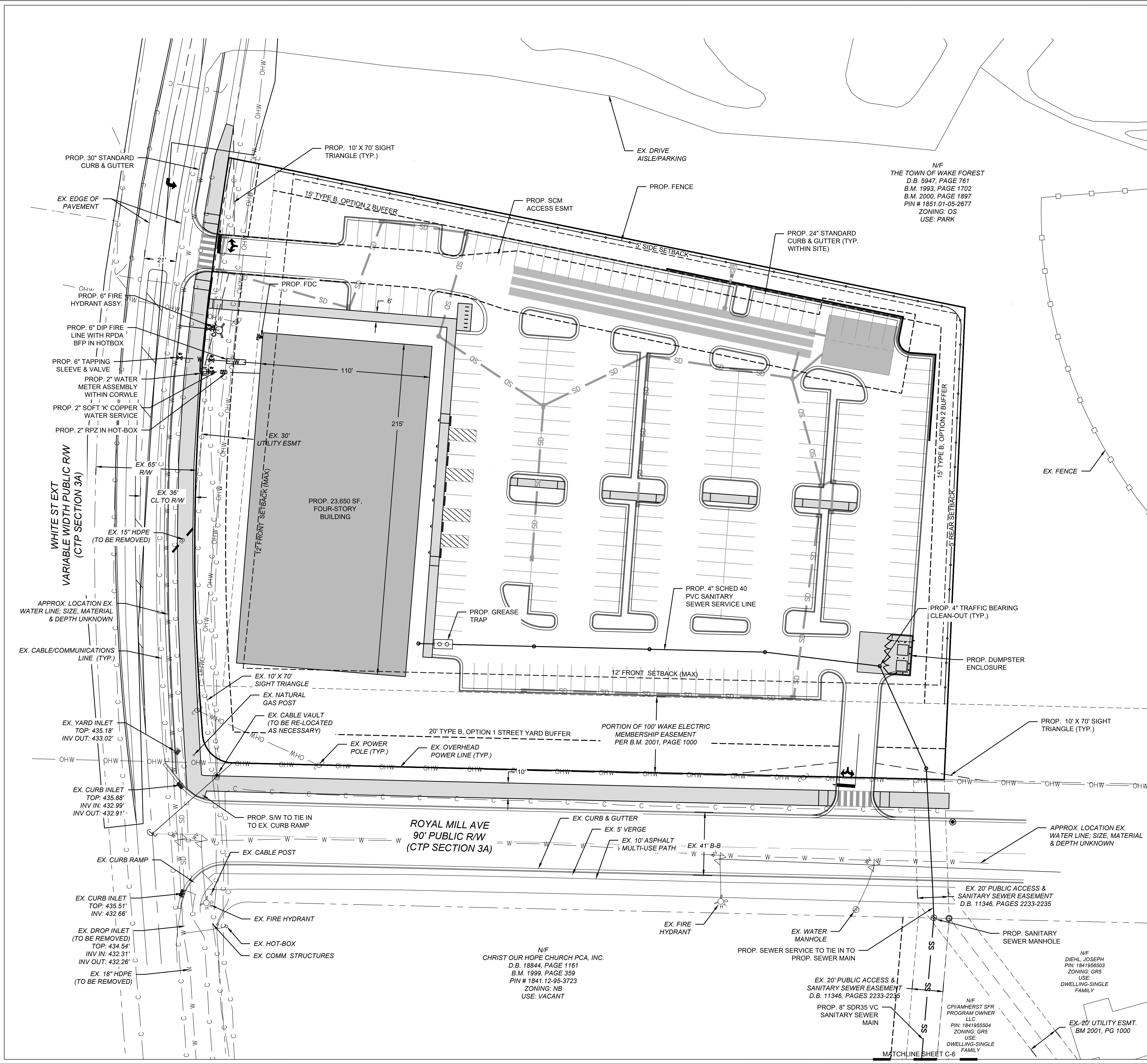
C-4

SHEET 4 OF 9

LEGEND

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





CITY OF RALEIGH STANDARD UTILITY NOTES
(AS APPLICABLE)

- ALL MATERIALS & CONSTRUCTION METHODS SHALL BE IN ACCORDANCE WITH CITY OF RALEIGH DESIGN STANDARDS, DETAILS & SPECIFICATIONS (REFERENCE: CORPUS HANDBOOK, CURRENT EDITION)
- UTILITY SEPARATION REQUIREMENTS:
 - A DISTANCE OF 100' SHALL BE MAINTAINED BETWEEN SANITARY SEWER & ANY PRIVATE OR PUBLIC WATER SUPPLY SOURCE SUCH AS AN IMPOUNDED RESERVOIR USED AS A SOURCE OF DRINKING WATER. IF ADEQUATE LATERAL SEPARATION CANNOT BE ACHIEVED, FERROUS SANITARY SEWER PIPE SHALL BE SPECIFIED & INSTALLED TO WATERLINE SPECIFICATIONS. HOWEVER, THE MINIMUM SEPARATION SHALL NOT BE LESS THAN 25' FROM A PRIVATE WELL OR 50' FROM A PUBLIC WELL.
 - WHEN INSTALLING WATER &/OR SEWER MAINS, THE HORIZONTAL SEPARATION BETWEEN UTILITIES SHALL BE 10'. IF THIS SEPARATION CANNOT BE MAINTAINED DUE TO EXISTING CONDITIONS, THE VARIATION ALLOWED IS THE WATER MAIN IN A SEPARATE TRENCH WITH THE ELEVATION OF THE WATER MAIN AT LEAST 18" ABOVE THE TOP OF THE SEWER & MUST BE APPROVED BY THE PUBLIC UTILITIES DIRECTOR. ALL DISTANCES ARE MEASURED FROM OUTSIDE DIAMETER TO OUTSIDE DIAMETER.
 - WHERE IT IS IMPOSSIBLE TO OBTAIN PROPER SEPARATION, OR ANYTIME A SANITARY SEWER PASSES OVER A WATERMAIN, DIP MATERIALS OR STEEL ENCASUREMENT EXTENDED 10' ON EACH SIDE OF CROSSING MUST BE SPECIFIED & INSTALLED TO WATERLINE SPECIFICATIONS.
 - 5.0' MINIMUM HORIZONTAL SEPARATION IS REQUIRED BETWEEN ALL SANITARY SEWER & STORM SEWER FACILITIES, UNLESS DIP MATERIAL IS SPECIFIED FOR SANITARY SEWER.
 - MAINTAIN 18" MIN. VERTICAL SEPARATION AT ALL WATERMAIN & RCP STORM DRAIN CROSSINGS; MAINTAIN 18" MIN. VERTICAL SEPARATION AT ALL SANITARY SEWER & RCP STORM DRAIN CROSSINGS. WHERE ADEQUATE SEPARATIONS CANNOT BE ACHIEVED, SPECIFY DIP MATERIALS & A CONCRETE CRADLE HAVING 6" MIN. CLEARANCE (PER CORPUS DETAILS W-41 & S-49).
 - ALL OTHER UNDERGROUND UTILITIES SHALL CROSS WATER & SEWER FACILITIES WITH 18" MIN. VERTICAL SEPARATION REQUIRED.
- ANY NECESSARY FIELD REVISIONS ARE SUBJECT TO REVIEW & APPROVAL OF AN AMENDED PLAN &/OR PROFILE BY THE CITY OF RALEIGH PUBLIC UTILITIES DEPARTMENT PRIOR TO CONSTRUCTION.
- DEVELOPER SHALL PROVIDE 30 DAYS ADVANCE WRITTEN NOTICE TO OWNER FOR ANY WORK REQUIRED WITHIN AN EXISTING CITY OF RALEIGH UTILITY EASEMENT TRAVERSING PRIVATE PROPERTY.
- CONTRACTOR SHALL MAINTAIN CONTINUOUS WATER & SEWER SERVICE TO EXISTING RESIDENCES & BUSINESSES THROUGHOUT CONSTRUCTION OF PROJECT. ANY NECESSARY SERVICE INTERRUPTIONS SHALL BE PRECEDED BY A 24 HOUR ADVANCE NOTICE TO THE CITY OF RALEIGH PUBLIC UTILITIES DEPARTMENT.
- 3.0' MINIMUM COVER IS REQUIRED ON ALL WATER MAINS & SEWER FORCEMAINS. 4.0' MINIMUM COVER IS REQUIRED ON ALL REUSE MAINS.
- IT IS THE DEVELOPER'S RESPONSIBILITY TO ABANDON OR REMOVE EXISTING WATER & SEWER SERVICES NOT BEING USED IN REDEVELOPMENT OF A SITE UNLESS OTHERWISE DIRECTED BY THE CITY OF RALEIGH PUBLIC UTILITIES DEPARTMENT. THIS INCLUDES ABANDONING TAP AT MAIN & REMOVAL OF SERVICE FROM ROW OR EASEMENT PER CORPUS HANDBOOK PROCEDURE.
- INSTALL 3/4" COPPER* WATER SERVICES WITH METERS LOCATED AT ROW OR WITHIN A 2'X2' WATERLINE EASEMENT IMMEDIATELY ADJACENT. NOTE: IT IS THE APPLICANT'S RESPONSIBILITY TO PROPERLY SIZE THE WATER SERVICE FOR EACH CONNECTION TO PROVIDE ADEQUATE FLOW & PRESSURE.
- INSTALL 4" PVC* SEWER SERVICES @ 1.0% MINIMUM GRADE WITH CLEANOUTS LOCATED AT ROW OR EASEMENT LINE & SPACED EVERY 75 LINEAR FEET MAXIMUM.
- PRESSURE REDUCING VALVES ARE REQUIRED ON ALL WATER SERVICES EXCEEDING 80 PSI; BACKWATER VALVES ARE REQUIRED ON ALL SANITARY SEWER SERVICES HAVING BUILDING DRAINS LOWER THAN 1'0" ABOVE THE NEXT UPSTREAM MANHOLE.
- ALL ENVIRONMENTAL PERMITS APPLICABLE TO THE PROJECT MUST BE OBTAINED FROM NCDWQ, USACE &/OR FEMA FOR ANY RIPARIAN BUFFER, WETLAND &/OR FLOODPLAIN IMPACTS (RESPECTIVELY) PRIOR TO CONSTRUCTION.
- NCDOT / RAILROAD ENCROACHMENT AGREEMENTS ARE REQUIRED FOR ANY UTILITY WORK (INCLUDING MAIN EXTENSIONS & SERVICE TAPS) WITHIN STATE OR RAILROAD ROW PRIOR TO CONSTRUCTION.
- GREASE INTERCEPTOR / OIL WATER SEPARATOR SIZING CALCULATIONS & INSTALLATION SPECIFICATIONS SHALL BE APPROVED BY THE CORPUS FOG PROGRAM COORDINATOR PRIOR TO ISSUANCE OF A BUILDING PERMIT. CONTACT STEPHEN CALVERLEY AT (919) 996-2334 OR STEPHEN.CALVERLEY@RALEIGHNC.GOV FOR MORE INFORMATION.
- CROSS-CONNECTION CONTROL PROTECTION DEVICES ARE REQUIRED BASED ON DEGREE OF HEALTH HAZARD INVOLVED AS LISTED IN APPENDIX-B OF THE RULES GOVERNING PUBLIC WATER SYSTEMS IN NORTH CAROLINA. THESE GUIDELINES ARE THE MINIMUM REQUIREMENTS. THE DEVICES SHALL MEET AMERICAN SOCIETY OF SANITARY ENGINEERING (ASSE) STANDARDS OR BE ON THE UNIVERSITY OF SOUTHERN CALIFORNIA APPROVAL LIST. THE DEVICES SHALL BE INSTALLED AND TESTED (BOTH INITIAL AND PERIODIC TESTING THEREAFTER) IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS OR THE LOCAL CROSS-CONNECTION CONTROL PROGRAM, WHICHEVER IS MORE STRINGENT. A CERTIFICATE OF COMPLIANCE SHALL ALSO BE OBTAINED FOR EACH DEVICE PRIOR TO ISSUANCE OF A BUILDING PERMIT. CONTACT JOANIE HARTLEY AT (919) 996-5923 OR JOANIE.HARTLEY@RALEIGHNC.GOV FOR MORE INFORMATION.

PRELIMINARY
PLANS
DO NOT USE FOR CONSTRUCTION

30 15 0 30
SCALE: 1 INCH = 30 FEET

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

NOTES

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- THE CONTRACTOR SHALL VERIFY DEPTHS AND LOCATIONS OF ALL UTILITIES PRIOR TO BEGINNING WORK AND SHALL USE CARE WHEN OPERATING AROUND EXISTING UTILITIES.
- THE CONTRACTOR SHALL BE FINANCIALLY RESPONSIBLE FOR THE REPAIR OF ANY EXISTING UTILITIES DAMAGED DURING CONSTRUCTION.

LEGEND

- | | |
|---------|----------------------------|
| --- | EX. PROPERTY LINE |
| - - - | EX. RIGHT-OF-WAY |
| - - - | EX. ADJACENT OWNERS |
| - - - | EX. EASEMENT |
| - - - | EX. FENCE |
| OHW OHW | EX. OVERHEAD ELECTRIC LINE |
| C C | EX. COMMUNICATIONS LINE |
| W W | EX. WATER LINE |
| SS SS | EX. SANITARY SEWER |
| SD SD | EX. STORM SEWER |
| - - - | PROP. SETBACK LINE |
| - - - | PROP. EASEMENT/BUFFER |
| - - - | PROP. FENCE |
| ■ | PROP. CONCRETE |
| W W | PROP. WATER LINE |
| SS SS | PROP. SANITARY SEWER |
| SD SD | PROP. STORM SEWER |

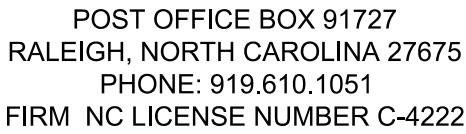
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SITE MASTER PLAN
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WAKE FOREST, NC

DATE:	01-19-2023
SCALE:	AS SHOWN
DESIGNED BY:	FLM
APPROVED BY:	FLM
PROJECT NO.:	22045

UTILITY PLAN

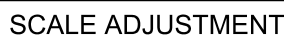
C-5
SHEET 5 OF 9

1. ALL MATERIALS & CONSTRUCTION METHODS SHALL BE IN ACCORDANCE WITH CITY OF RALEIGH DESIGN STANDARDS, DETAILS & SPECIFICATIONS (REFERENCE: CORPUD HANDBOOK, CURRENT EDITION)
2. UTILITY SEPARATION REQUIREMENTS:
 - A) A DISTANCE OF 100' SHALL BE MAINTAINED BETWEEN SANITARY SEWER & ANY PRIVATE OR PUBLIC UTILITY, SUCH AS AN UNPUMPED RESERVOIR USED AS A SOURCE OF DRINKING WATER. IF ADEQUATE LATERAL SEPARATION CANNOT BE ACHIEVED, FERROUS SANITARY SEWER PIPE SHALL BE SPECIFIED & INSTALLED TO WATERLINE SPECIFICATIONS. HOWEVER, THE MINIMUM LATERAL SEPARATION SHALL NOT BE LESS THAN 25' FROM PRIVATE WELL OR 50' FROM A PUBLIC WELL.
 - B) WHEN INSTALLING WATER &/OR SEWER MAINS, THE HORIZONTAL SEPARATION BETWEEN UTILITIES SHALL BE 10'. IF THIS SEPARATION CANNOT BE MAINTAINED DUE TO OBSTACLES, SUCH AS AN UNPUMPED RESERVOIR, THE WATER MAIN IN A SEPARATE TRENCH WITH THE ELEVATION OF THE WATER MAIN AT LEAST 18" ABOVE THE TOP OF THE SEWER & MUST BE APPROVED BY THE CITY ENGINEER. IF THE DISHAL, ALL DISTANCES ARE MEASURED FROM OUTSIDE DIAMETER TO OUTSIDE DIAMETER.
 - C) WHERE IT IS IMPOSSIBLE TO OBTAIN PROPER SEPARATION, OR ANYTIME A SANITARY SEWER PASSES OVER A WATERMAIN, DIP MATERIALS OR STEEL BEARING EXTENDED JOINTS SHALL BE USED. DIP MATERIALS MUST BE SPECIFIED & INSTALLED TO WATERLINE SPECIFICATIONS
 - D) 5.0' MINIMUM HORIZONTAL SEPARATION IS REQUIRED BETWEEN ALL SANITARY SEWER & STORM SEWER FACILITIES, UNLESS DIP MATERIAL IS SPECIFIED FOR SUCH SEPARATION.
 - E) MAINTAIN 18" MIN. VERTICAL SEPARATION AT ALL WATERMAIN & RCP STORM DRAIN CROSSINGS; MAINTAIN 18" MIN. VERTICAL SEPARATION AT ALL SANITARY SEWER & RCP STORM DRAIN CROSSINGS. WHERE ADEQUATE SEPARATIONS CANNOT BE ACHIEVED, SPECIFY DIP MATERIALS & A CONCRETE CATCH BASIN HAVING 6" MIN. CLEARANCE (PER CORPUD DETAILS W-4 & S-49)
 - F) ALL OTHER UNDERGROUND UTILITIES SHALL CROSS WATER & SEWER FACILITIES WITH 18" MIN. VERTICAL SEPARATION REQUIRED
3. ANY NECESSARY FIELD REVISIONS ARE SUBJECT TO REVIEW & APPROVAL OF AN AMENDED PLAN &/OR PROFILE BY THE CITY OF RALEIGH PUBLIC UTILITIES DEPARTMENT PRIOR TO CONSTRUCTION



ORIGINAL PLAN SIZE: 24" X 36"

DO NOT USE FOR CONSTRUCTION



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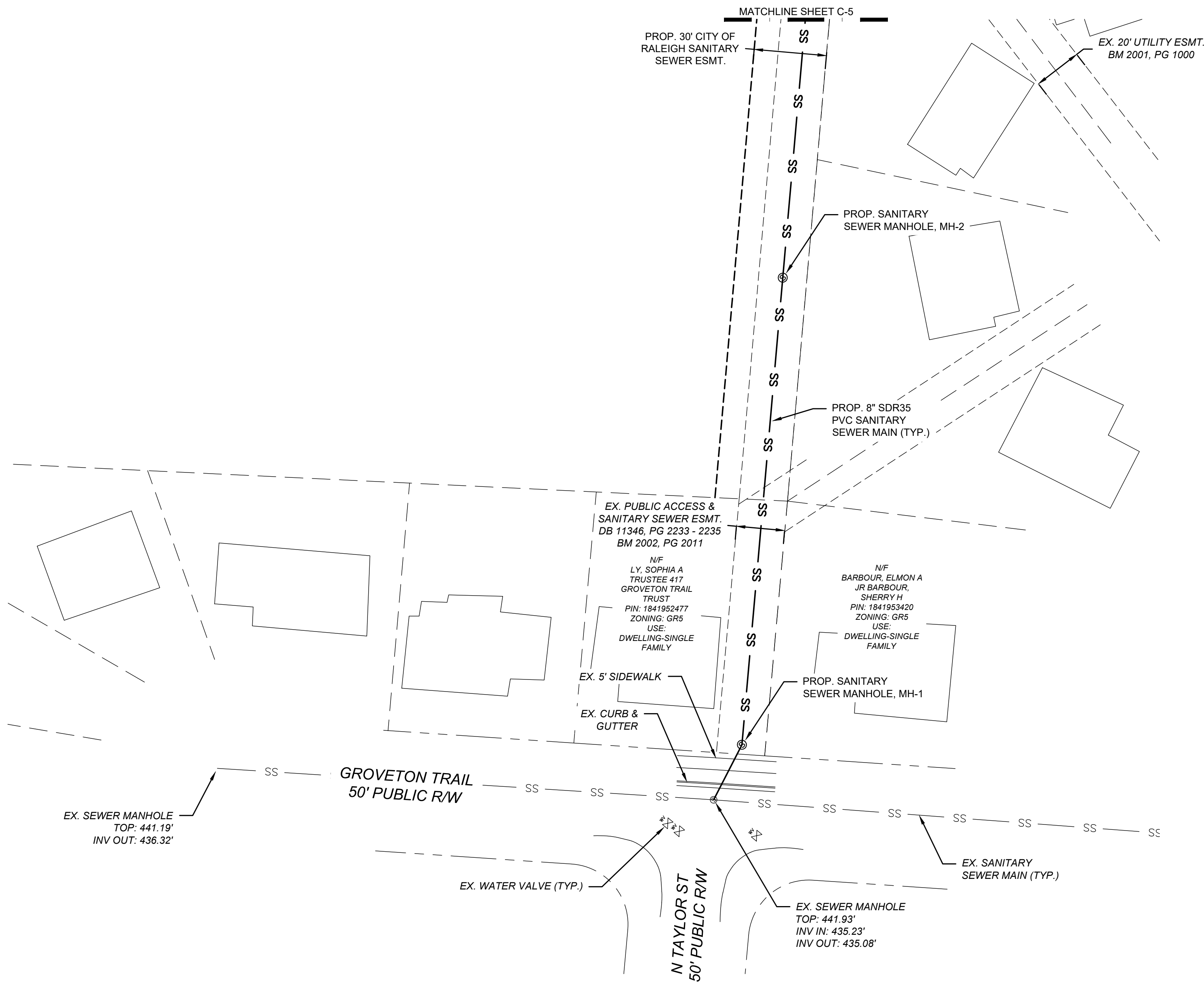
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ACCORDINGLY

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

UTILITY PLAN

SHEET 6 OF 9

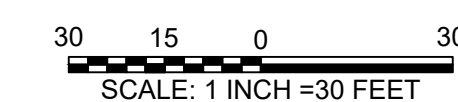


1. GRADES SHOWN REPRESENT FINISHED GRADES.
2. CUT/FILL SLOPES ARE 3H:1V UNLESS OTHERWISE NOTED.
3. STORMWATER CONTROL MEASURE (SCM) AND ALL STORMWATER INFRASTRUCTURE OUTSIDE OF THE PUBLIC RIGHT-OF-WAY SHALL BE PRIVATELY MAINTAINED.
4. THE UTILITIES SHOWN ARE NOT GUARANTEED TO BE A REPRESENTATION OF ALL UTILITIES WITHIN THE PROJECT EXTENT.
5. THE CONTRACTOR SHALL CALL THE NORTH CAROLINA ONE-CALL-CENTER AT LEAST 48 HOURS PRIOR TO BEGINNING WORK.
6. THE CONTRACTOR SHALL VERIFY DEPTHS AND LOCATIONS OF ALL UTILITIES PRIOR TO BEGINNING WORK AND SHALL USE CARE WHEN OPERATING AROUND EXISTING UTILITIES.
7. THE CONTRACTOR SHALL BE FINANCIALLY RESPONSIBLE FOR THE REPAIR OF ANY EXISTING UTILITIES DAMAGED DURING CONSTRUCTION.

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ORIGINAL PLAN SIZE: 24" X 36"

DO NOT USE FOR CONSTRUCTION



SCALE ADJUSTMENT

SCALE ADJUSTMENT

THIS BAR IS 1 INCH IN LENGTH

ON ORIGINAL DRAWING

9

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

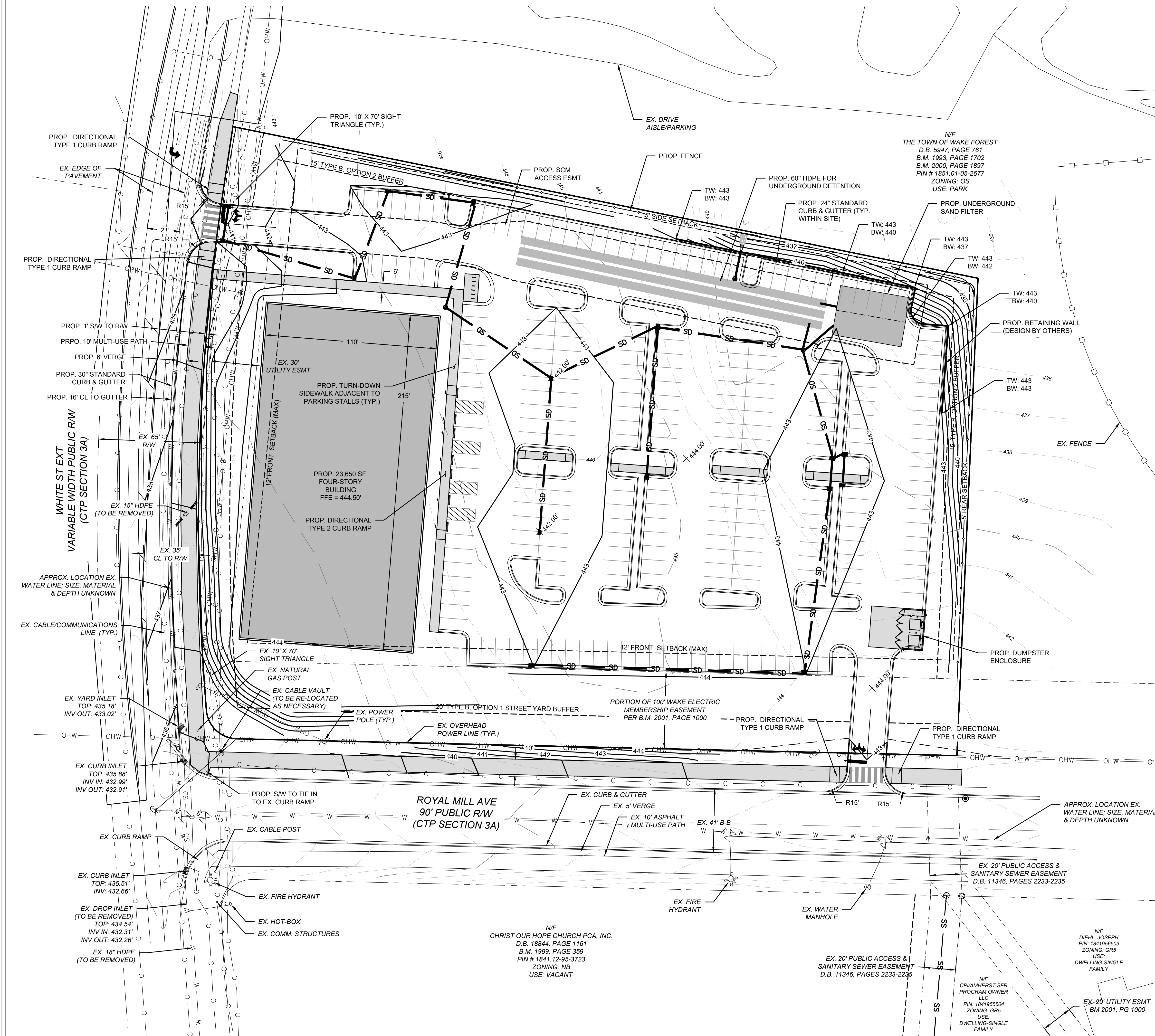
ACCORDINGLY

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

DATE:	01-19-2023
SCALE:	AS SHOWN
DESIGNED BY:	FLM
APPROVED BY:	FLM
PROJECT NO.:	22045

GRADING & DRAINAGE PLAN

SHEET 7 OF 9



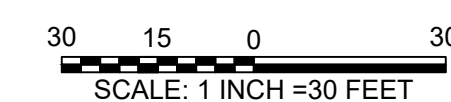


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ORIGINAL PLAN SIZE: 24" X 36"

PRELIMINARY PLANS

DO NOT USE FOR CONSTRUCTION



SCALE ADJUSTMENT

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IF IT IS NOT 1 INCH ON THIS

ACCORDINGLY

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

DATE:	01-19-2023
SCALE:	AS SHOWN
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APPROVED BY:	FLM
PROJECT NO.:	22045

LIGHTING PLAN

C-9

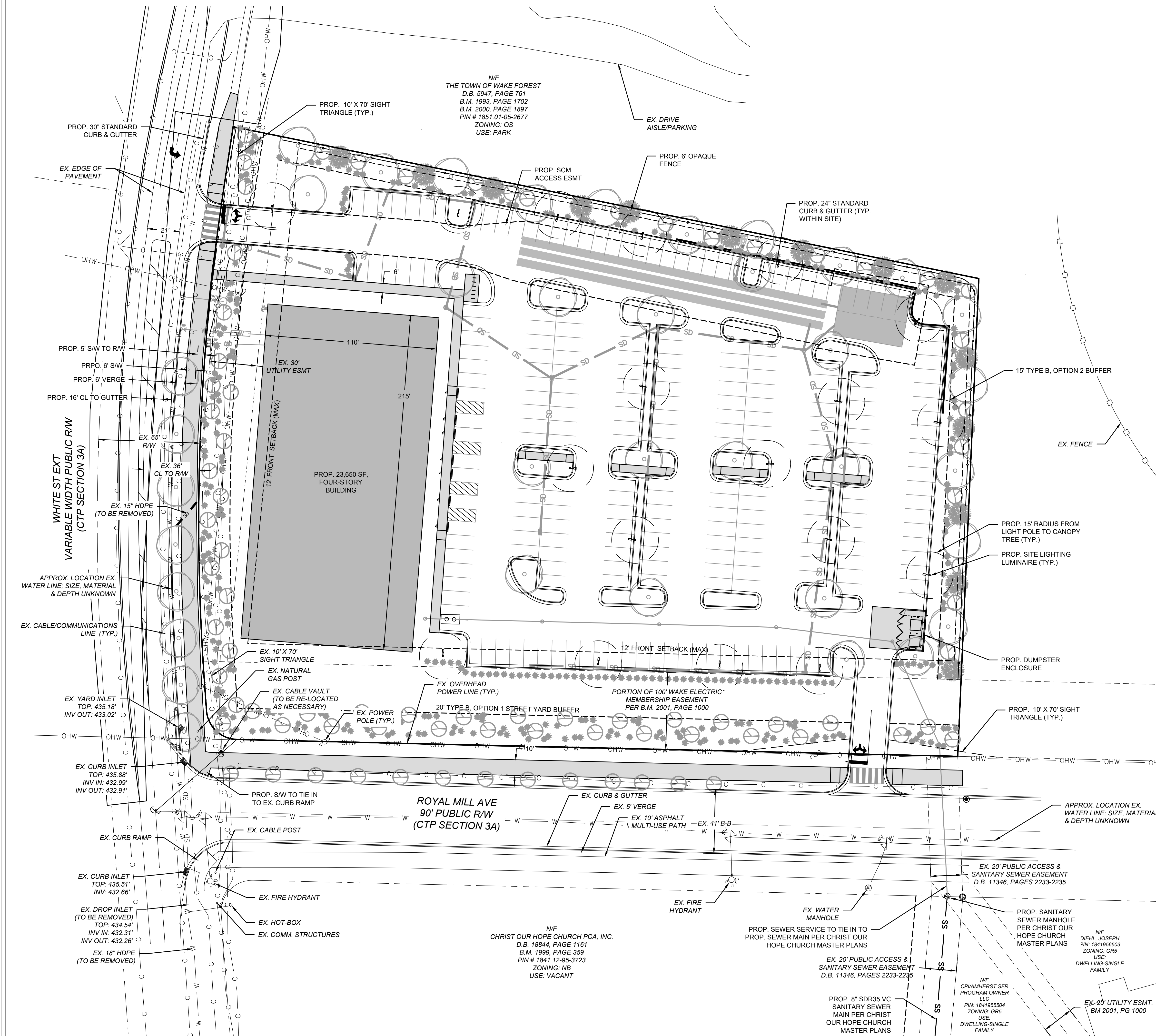
SHEET 9 OF 9

NOTES

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

LEGEND

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





Board of Commissioners Work Session Agenda Item Report

Agenda Item No.: 2024-149-
Submitted by: Emma Linn
Submitting Department: Planning
Meeting Date: May 7, 2024

SUBJECT

Presentation on the service contract for on-demand transit services provided by River North LLC (Via Transportation, Inc).

Recommendation:

Item Summary:

ATTACHMENTS

- [050724 BOC Agenda Summary.pdf](#)
- [Attachment A Redacted Town of Wake Forest TaaS Service Order and MSA.pdf](#)
- [Attachment B Request for Proposal #2023-0011](#)

Agenda Item: Presentation on the service contract for on-demand microtransit services provided by River North LLC (Via Transportation, Inc).

Summary: A Request for Proposals, RFP #2023-0011, was issued on November 16, 2023, and the Town received three responses by the published deadline. Based on the review of the RFP responses, the Town selected the highest ranked firm, River North LLC. Staff reviewed the scope of work and additional requested responses and is recommending that we engage with River North LLC to perform on-demand microtransit services.

There is information included within the service order and MSA that have been redacted due to the proprietary nature of the information.

Staff will be requesting the Board to authorize the Town Manager to enter into a contract at the May 21st Board of Commissioners meeting.

Attachments: Agenda Summary
Attachment A Redacted Town of Wake Forest TaaS Service Order and MSA
Attachment B Request for Proposal #2023-0011

The Town of Wake Forest Transit as-a-Service (TAAS) SERVICE ORDER¹

1. Purpose; Scope

By this service order (the “**Order**”), River North Transit LLC (“River North”), a wholly owned subsidiary of Via Transportation, Inc. (“**Via**”), and The Town of Wake Forest (“**Customer**”) agree to collaborate towards the initiation of Customer’s demand response transit service in Wake Forest, North Carolina (as agreed upon by the parties during the planning and design stages of the Pilot) for 36 months following launch thereof, subject to extension by mutual agreement of the parties. This Order shall become effective on the date of the last signature of the parties on the signature page below.

In accordance with the Agreement, River North will provide Customer with technology and technology- enabled integration services (the “**Services**”), acting as a broker coordinating the services of third party service providers to effectuate the on-demand transit service (the “**Pilot**”). River North will contract with third party service providers to effectuate such integration, including with fleet managers, vehicle suppliers, driver partners, background check providers, customer service support agencies, a payment processor and insurance brokers and underwriters. River North’s Services will include:

- Localization of a proprietary cloud-based dynamic vehicle routing and real-time passenger aggregation system;
- Access to the Via mobile rider application (iOS and Android) for individuals using the Customer’s service (“**Riders**”) to book and pay for rides through a smartphone;
- Access to booking via a dedicated phone line for Riders who do not have access to a smartphone;
- Access to the Via mobile driver application for drivers to route and service rides through a smartphone or tablet;
- Establish relationship with vehicle rental company (“**Vehicle Partner**”) to provide access to vehicles on a rental basis to independent contractor driver partners (“**Driver Partners**”) who shall provide transportation services;
- Accompanying technical and operational support service;
- Marketing and outreach initiatives as described herein; and
- Data sharing and reporting as described herein.

¹ All capitalized terms used but not defined herein shall have the meaning set forth in the Master Terms and Conditions for Transit as a Service between River North and Customer attached hereto as Exhibit B (the “**Terms**”).

Conflicts between this Order and any other terms and conditions or written agreements between the parties shall be resolved in favor of this Order.

2. Duration, Launch Date, and Termination

The duration of the Pilot shall last for a period of 36 months following the launch date (the “**Initial Term**”), subject to extension by mutual agreement of the parties on terms to be agreed (including any increase in monthly fees for additional months).

The Customer will provide written notice to proceed to River North at least 12 weeks prior to service launch. For the avoidance of doubt, notice to proceed can only be written by Customer once the contract and appendices (including the Order) are final and signed, and any necessary local and regulatory approvals have been received or registrations completed. Upon receipt of such written notice to proceed, River North will commence local preparation for launch (“**Launch Preparation Period**”). Service operation will begin on a mutually agreeable date, no earlier than October 1, 2024, unless River North and the Customer define an alternative mutually agreeable date in writing (“**Launch Date**”).

Notwithstanding anything to the contrary in the Terms, at any time during the 30-day period beginning on the 12-month anniversary of the Launch Date, either party may terminate this Order without cause by providing 60 day’s prior written notice to the other party.

3. Fees

The Fees for the service described in this Order are:

The table below outlines the payment structure, in which Customer would be charged an upfront fee and an ongoing monthly fees based on vehicle hours used. All regulatory fees related to the service will be charged as a pass-through cost. The Pilot shall include a fleet of vehicles as described in Section 4, Service Parameters, subject to extension by mutual agreement of the parties on terms to be agreed (including any change in fees). The total contract value shall not exceed \$2,420,245 for the 36-month contract term.

Wake Forest: Via Total Not-to-Exceed Contract Value

	Year 1		Year 2		Year 3		Total 36 Months
Fixed (Upfront) Costs	N/A	\$66,200	N/A	\$0	N/A	\$0	\$66,200
Total Upfront Cost		\$66,200		\$0		\$0	\$66,200
Total Not-to-Exceed Cost to Wake Forest	\$827,786		\$784,450		\$808,010		\$2,420,245

invoice basis. All fees set forth herein shall be payable by Customer on a net thirty basis. If River North does not receive timely payment, River North may charge the maximum monthly interest allowed by law or one percent, whichever is greater, suspend River North's performance and seek cost of collection.

River North will provide Customer with an invoice statement showing the calculation of the Monthly Subscription Fees incurred based on the actual number of vehicle hours that Driver Partners performed during that month in the form attached hereto as Exhibit A. The Customer hereby agrees that the sample invoice form set forth on Exhibit A is satisfactory to Customer, both in substance and format, and sufficient to process invoicing such that questions regarding invoice or invoice support format will not delay payment to River North. If Customer requires additional invoice support, River North can use best efforts to provide it, and additional costs may apply.

Should changes in applicable federal, state or local law result in a significant change in River North's costs, River North or Customer may opt to renegotiate the ongoing monthly fees. Should changes in applicable market dynamics result in an increase in River North's cost per hour of 10% or more to any of the following categories, compared to costs at the time of contract signing, River North may amend the ongoing on-demand vehicle hour rate accordingly:

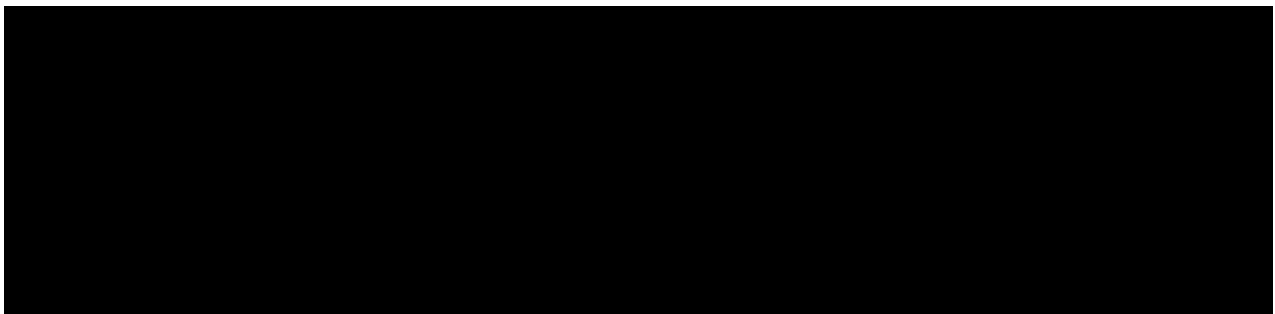
- Labor (driver pay)
- Vehicle rental
- Fuel

Should River North elect to adjust the per vehicle hour rate, supporting documentation of the relevant cost increases will be provided to Customer, and the contract will be amended to reflect the new Fee structure and per vehicle hour rate so that, at the discretion of the Customer, either:

1. The total not-to-exceed contract value is adjusted such that the total not-to-exceed number of vehicle hours remains unchanged, or
2. The total not-to-exceed number of vehicle hours is adjusted such that the total not-to-exceed contract value remains unchanged.

Fare Revenue

Customer shall set collect and own all revenue from service fares, net of service fees, starting upon launch of the Pilot.



4. Service Parameters

River North will provide access to a platform service (the “**Platform**”) through which Riders will be able to book and pay for rides on a shared and on-demand basis; and dedicated vehicles will be offered by the Vehicle Provider to Driver Partners on a rental basis.

- **Geographic Coverage Zone:** Approximately 23 square miles coverage zone Wake Forest, North Carolina.
- **Service Days/Hours:** Monday through Thursday, 6am to 9:30pm, Friday 6am to 10:30pm, Saturday 8am to 10:30pm
- **Rider Fare:** The rider fare will be free initially. The rider fare may be amended at any time by mutual agreement between Customer and River North.
- **Payment:** River North will ensure acceptance of Rider payment through the app via credit cards and pre-paid debit cards.
- **Vehicle Fleet:** The Vehicle Provider will offer a fleet of up to 3 branded, licensed and insured vehicles, including 1 Wheelchair Accessible Vehicles (WAV) to be made available to independent contractor Driver Partners, who will be able to gain access to these vehicles after being registered onto the Platform. If the branded vehicle fleet is not sufficient to meet service requirements for any reason, River North has the flexibility to supplement the fleet with a temporary fleet that would include other makes and models, to be deployed for temporary short term periods, as necessary in order to increase the supply of vehicle hours. Such may be unwrapped and identified by magnets.
- **Special Events:** River North and the Customer will work collaboratively to procure additional vehicles for special events that would benefit from a temporary increase in the fleet. Customer will notify River North at least 4 weeks in advance of the special event and provide a detailed description of the anticipated service hours and fleet requirements. River North will prepare a temporary service expansion proposal to be reviewed by the Customer and mutually agreed. In order to facilitate the temporary increase, River North’s hourly costs may be greater than those underlying the original quoted hourly rate (for example, in order to offer additional driver incentives), and River North will be entitled to increase the per vehicle hour fee up to a maximum 50% markup of the applicable hourly fee. Fees for special events will be invoiced and paid for separate from the do-not-exceed total for standard service hours described in Section 3.

River North will ensure the execution of the necessary registrations and licensing to perform the Services, with the cooperation and assistance of the Customer.

Parking: Customer shall identify and make available a depot or parking lot with ample overnight parking for the dedicated fleet. The depot/lot must be in a safe and lighted area inside the boundaries of the service zone.

5. Project Team & Governance

River North will be responsible for the integration of all relevant elements of the Pilot on a continuous basis during the course of the Pilot and will designate a project manager for this purpose (the “River North Project Manager”) who will lead River North’s Project Team. Customer will designate a project manager to be the primary point of contact with River North throughout the duration of the Pilot (the “Customer Project Manager”). The River North Project Manager will be in regular contact with the Customer Project Manager through informal and scheduled project meetings.

The River North Project Manager will be empowered to enact day-to-day decisions related to the Services and will serve as the primary point of contact with the Customer Project Manager on an ongoing basis. The River North Project Manager will appoint members to the Project Team to assist in the integration of the various elements of the Pilot, to include personnel with expertise in service scoping, independent contractor driver outreach and registration to the Platform, fleet maintenance procurement, marketing, and data analytics. For the avoidance of doubt, the River North Project Manager will have no power to serve notice or amend the Agreement, or this Order.

Leading up to the launch of, and during the course of the Pilot, River North’s Project Team, led by the River North Project Manager, will liaise with the Customer Project Manager over the key deliverables of this Order and to endeavor to maximize ongoing service optimization.

6. Driver Partner Registration & Supply Management

River North will source Driver Partners to provide transportation services to Customer through the Platform. River North will engage in a good faith effort to register Wake Forest residents as Driver Partners.

River North will ensure that Driver Partners have appropriate licenses, permits, and insurance required for the type of vehicles being operated. As part of Driver Partner registration for access to the Platform, all Driver Partners will be introduced to River North with the following areas covered: familiarization with the Pilot service areas; hours of service; Customer’s expectations; use of the Driver App; and reporting incidents and delays in service.

River North will be responsible for ensuring that there is adequate driver supply for each service zone within designated hours to meet demand with optimal quality of service, given constraints.

7. Rider and Driver Partner Support

River North will ensure the provision of customer service and support for Driver Partners and Riders on issues that arise in connection with use of the Platform.

Following each ride, the Rider will be prompted to submit a ride rating with feedback in the app. If an issue arises for a Rider or Driver Partner before, during, or after a ride, these parties will be

able to reach customer support staff by phone, or by submitting an email ticket, which will be replied to promptly by such customer support staff through Via's global consolidated queues.

8. Marketing, Promotions, & Press

River North shall work closely with Customer to determine a unified marketing and promotional program that increases community awareness of the service and maximizes its success.

The Pilot, including the rider app will be co-branded as "powered by Via". The "powered by Via" banner must be used only in the exact format provided by River North, and will be prominent on all assets promoting the Pilot, including (but not limited to) printed collateral, digital materials, websites, and any vehicle wraps. The "powered by Via" banner will have equal prominence on all marketing materials to any additional partner logos or trademarks. River North may provide pre-approved brand assets and guidelines that must be complied with in all marketing communications distributed by the Customer.

All Customer-developed content that pertains to Via's brand, technology, and operations must be reviewed and approved in writing (i.e. email) by River North before distribution. A minimum of five business days review time must be provided in advance to River North for its review.

River North shall provide marketing strategy for the Pilot, including the following activities and tactics:

- Develop a marketing plan to guide the overall strategy and tactics to drive Rider awareness, acquisition, and growth.
- Design key marketing collateral (print and digital).
- Design vehicle branding/graphics in coordination with the Customer.
- Create virality by providing an intuitive and frictionless referral program with customizable incentive structures that creates opportunities for Riders to become the service's biggest ambassadors.
- Develop street marketing programs to effectively drive hyper-local awareness of the service.
- Collaborate with Customer's communications team to manage digital marketing campaigns to build awareness and drive service adoption
- Propose and implement in-app promotional programs to drive Rider activation, retention, growth.
- Customer shall assist with the execution of the marketing plan and promotion of the Platform to Riders, and will coordinate closely with River North in all respects, including the following activities:
 - Develop a media relations plan to drive publicity for the service unique to this area, including a press release and kick-off event that is planned in conjunction with River North. All key project messaging used for public relations purposes is to be developed in collaboration with River North. Any media announcement on

the Pilot will be made available for River North's review and approval prior to the Launch Date.

- Implement community outreach plan by meeting with key organizations and community members ahead of Launch Date and throughout the duration of Pilot to educate, build awareness, and garner support for the service.
- Engage with local city leaders and politicians; request support in reaching out to their communities through their own communication channels.

The Customer shall provide River North with a detailed marketing plan for any portions of marketing that the Customer is leading at least 4 weeks before the launch of the service. River North and Customer will work collaboratively to refine the plan as needed. For the avoidance of doubt, River North will have the flexibility to execute similar marketing initiatives as the Customer at its own expense. In such cases, River North will coordinate with the Customer in advance.

9. Data Sharing & Reporting

River North will share data from the Pilot as set forth in Appendix 1 (the "Pilot Data"). The Pilot Data shall be made available in formatted numerical and graphical reports.

For the avoidance of doubt, the information above constitutes proprietary trade secrets of River North and Via, and shall be subject to the confidentiality obligations set forth in the Agreement.

[Remainder of page intentionally left blank. Signature page follows.]

Appendix 1 to Service Order

Data Sharing

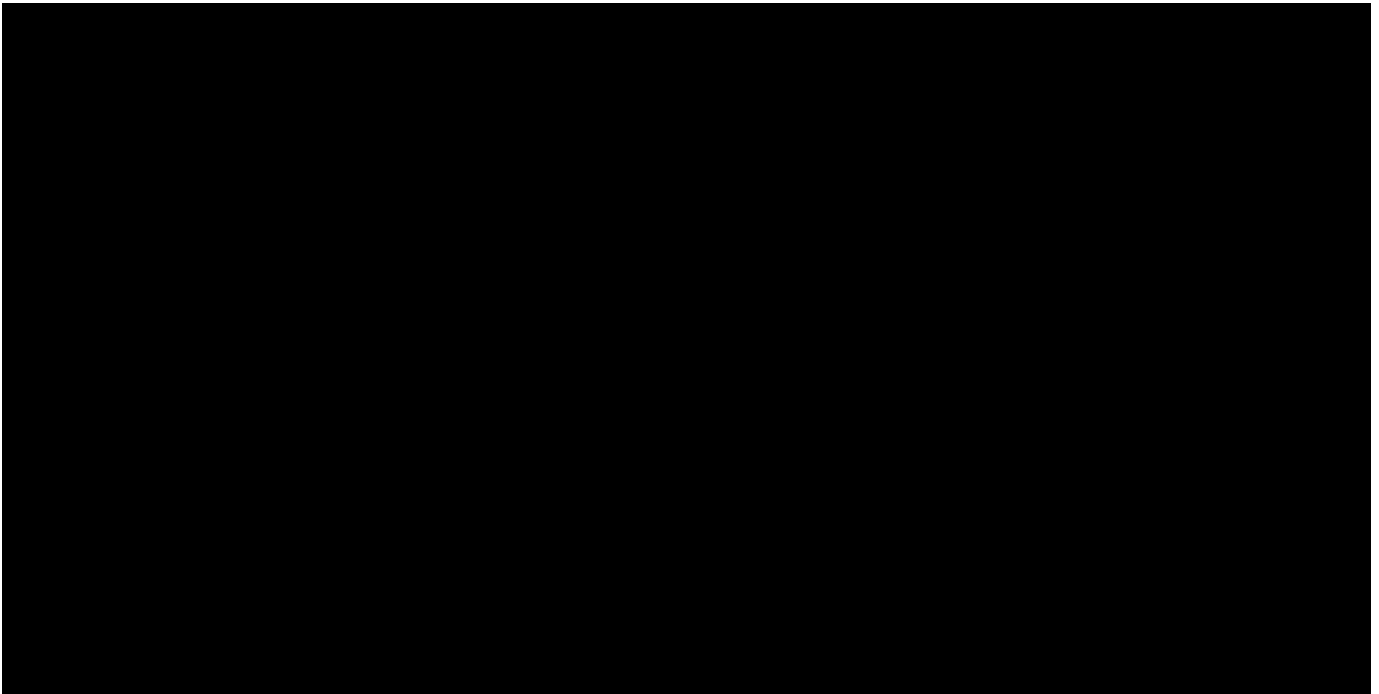
Authorized Users - Contract

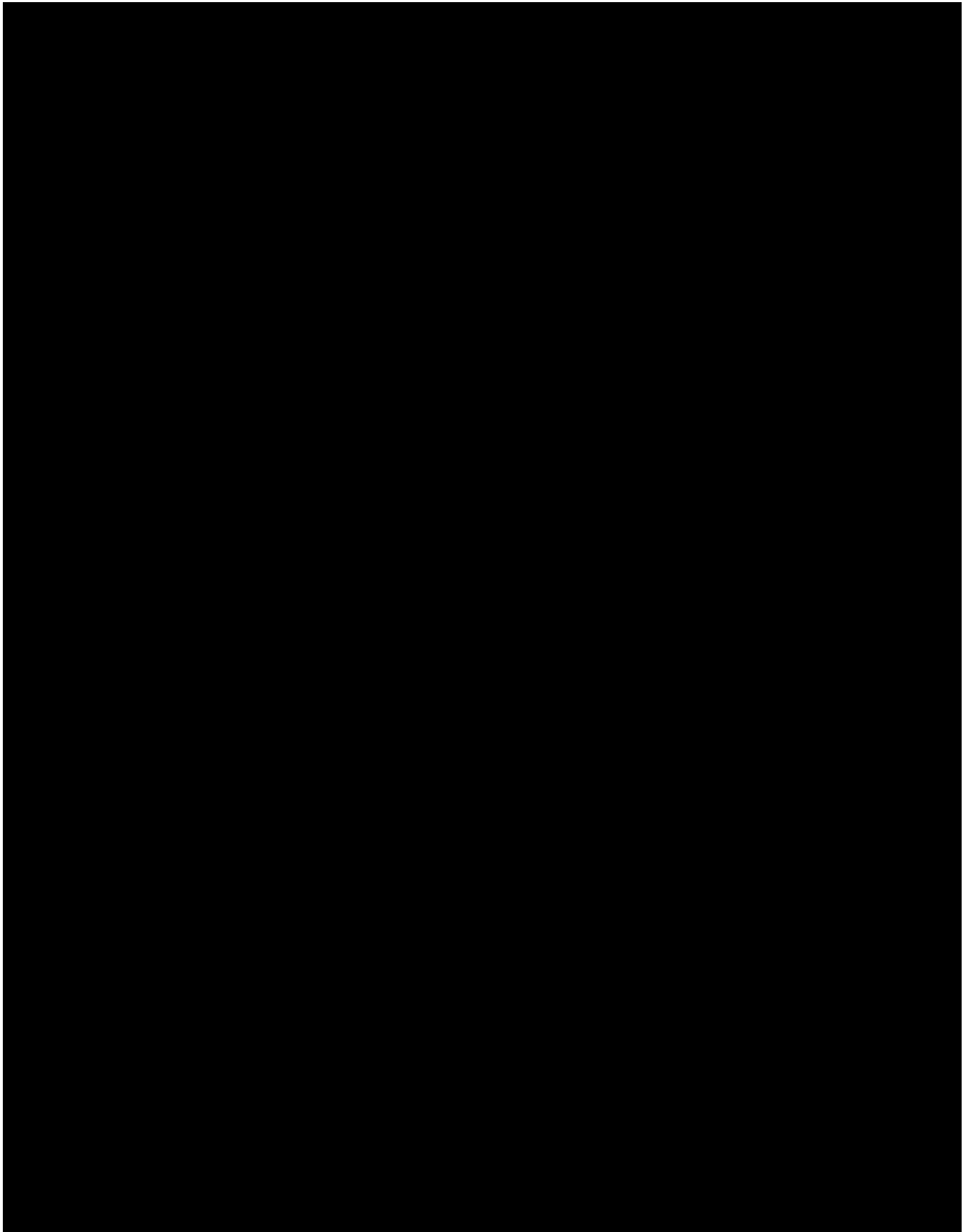
The below exhibit sets forth the members of the Customer's "Core Team" who are designated authorized users of the Via Solution and Pilot Data. Any usage beyond the members of the Core Team would be in violation of the confidentiality provisions in the Terms.

Exhibit 1.

Core Team	
Title	Name
Planning Director	Courtney Tanner
Long Range Planning Manager	Brad West
Long Range Planner II	Emma Linn

Data Sharing Plan - Appendix





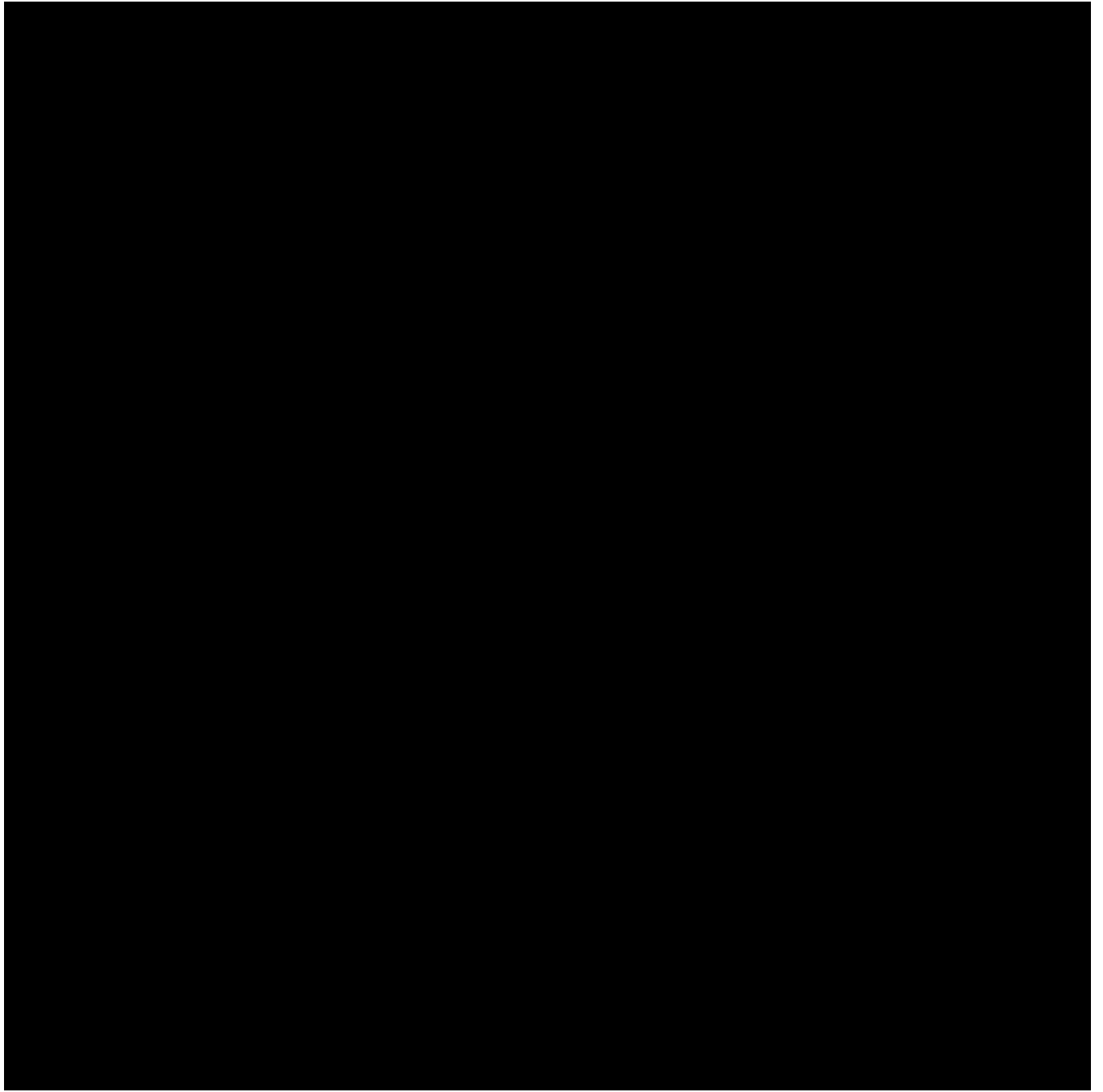


Exhibit A
Invoice and Data Backup

CONFIDENTIAL

Invoice

Date

River North Transit LLC

Invoice #

**114 5th Ave, Fl. 17
New York, NY 10011
United States**

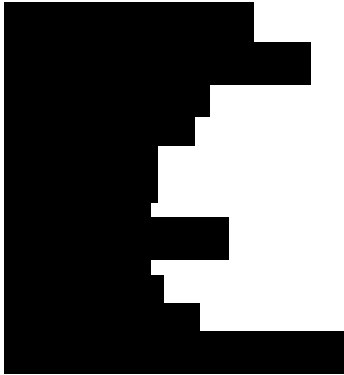
**Terms Net 30
Due Date
PO #
Billing Period**

**Bill To
The Town of Wake Forest
301 S. Brooks Street
Wake Forest, NC 27587**

Description	Rate	Quantity	Amount
Total Vehicle Hours			

Total





Town of Wake Forest - Vehicle Hours Support

Support for all invoicing shall be provided using the template below. The table shall include vehicle hours and corresponding vehicle ID per vehicle for each day of the month in which the deployment and such vehicle is in service. This template is standard and will contain the information shown: [Sample Vehicle Hours Support File](#).

EXHIBIT B

MASTER TERMS AND CONDITIONS FOR TRANSIT AS A SERVICE

THESE MASTER TERMS AND CONDITIONS FOR TRANSIT AS A SERVICE (these “**Terms and Conditions**” or this “**Agreement**”) are entered into as of the effective date designated on the signature page of The Town of Wake Forest Transit as-a-Service (TAAS) SERVICE ORDER (the “**Effective Date**”) between River North Transit LLC, a Delaware limited liability company with its principal office located at 114 5th Ave., 17th Floor, New York, NY 10011 (“**Service Provider**”), and the Town of Wake Forest, with its principal office located at 301 S. Brooks St., Wake Forest, NC 27587, (“**Customer**”). Defined terms have the meaning given to them in Section 14 or in the Section in which they first appear.

1. BACKGROUND AND PURPOSE.

1.1 Via Background. Via Transportation, Inc. (“**Via**”), the parent company of Service Provider, is the developer and owner of a proprietary technology platform and certain related systems and methods used to establish, monitor, operate and/or manage on-demand transit networks (the “**Via Solution**”) that it uses to provide customers with technology and technology enabled integration services, acting as a broker coordinating the services of third party service providers to effectuate public or private transportation networks (collectively, the “**Services**”).

1.2 Purpose; Ordering. The purpose of these Terms and Conditions is to provide a framework under which Service Provider will provide to Customer the Services. These Terms and Conditions shall govern the provision of Services by Service Provider to Customer as described in the service order attached hereto and any other service order signed by Service Provider and Customer (each, an “**Order**”).

2. THE SERVICES.

2.1 The Services.

(a) **The Services.** Pursuant to one or more Orders, the parties intend that Service Provider shall provide the Services described in such Order. In some cases, Services will require a more comprehensive description than that contained in the applicable Order. If that is the case, the parties will enter into a mutually agreed statement of work and attach it to the applicable Order (each, a “**Statement of Work**” or “**SOW**”). Each Order or SOW, as needed, will set forth the particulars of the Services for each city or locality in which Customer intends to operate the Via Solution in connection with the Service, as specified in the Order.

(b) **Additional Services.** From time-to-time Customer may desire to engage Service Provider to perform additional services, such as development of product features and/or services directly related to the Via Solution which fall outside the scope of the Services. In such cases, the parties will negotiate toward potential execution of such SOWs as are jointly determined to be appropriate. All such services described in this Section 2.1(b) are referred to collectively as, the “**Additional Services**”. The Parties shall agree upon a blended hourly rate for Service Provider to bill Customer for performing such Additional Services under the relevant SOW. Service Provider shall consider proposals for such Additional Services in good faith but is under no obligation to perform the Additional Services if an SOW cannot be agreed upon with Customer.

(c) **General Terms.** All references to Orders include their SOWs. Service Provider shall provide the Services to the Customer in accordance with the relevant Order beginning on the Effective Date and continuing throughout the Term, in accordance with the terms of this Agreement. The Services to be delivered to the Customer are set forth in the relevant Order as may be amended through written agreement between Service Provider and the Customer from time to time during the Term. All Services to be performed by Service Provider shall be in accordance with the applicable Order executed by Service Provider and the Customer and Service Provider's obligations under Section 9.1 (Regulatory Compliance). Service Provider's provision of the Services requires such reasonable and timely cooperation as Service Provider may require of the Customer, including access to the Customer's information, personnel, and/or systems, and Service Provider shall not be responsible for any failures or delays caused by the Customer's failure to so cooperate or any inaccurate information provided by or on behalf of the Customer. Unless an Order

has different acceptance terms, Customer will accept the Services and any resulting deliverables upon payment or fifteen (15) days after their performance, whichever occurs first, and may not withhold, condition, or delay payment or acceptance after that time.

(d) **Relationship Management.** The Customer Manager and Service Provider Manager named in an Order shall assume operational responsibility for that Order. Changes to the scope of an existing Order or SOW (including changes to any deliverables) require mutual written consent of the parties.

3. INTELLECTUAL PROPERTY AND RELATED RIGHTS.

3.1 The Via Solution. No exchange of or license to intellectual property rights is contemplated hereunder. For the avoidance of doubt, as between Customer and Service Provider hereunder, all Intellectual Property Rights (“IPRs” as defined in Section 14) in and to the Via Solution and all of their derivative works and improvements are owned by, and are proprietary to Via. No right, title or interest in or to the Via Solution or any portion thereof is or shall be granted or transferred to Customer under this Agreement, whether by license or otherwise; and Customer acknowledges and agrees that it shall have no right to use, reproduce, distribute, sublicense, modify or otherwise provide to third parties, the Via Solution, in whole or in part.

3.2 Rider Data. As between Customer and Service Provider, all IPR in and to Rider Data are owned by Service Provider. Service Provider shall be responsible for displaying a privacy policy to Riders. Service Provider shall provide data reporting as set forth in the Order.

3.3 Rights to Marks. As between them hereunder, each party is and shall continue to be the exclusive owner of all IPR in and to their respective Marks. To the extent the parties have agreed that one party requires the use of the other party’s Marks in connection with performance under an Order, such Order shall be deemed to contain a grant of license (or sublicense, as applicable) to such party’s Marks sufficient to allow full performance under such Order. In addition, Service Provider shall have the right to use Customer’s Marks in accordance with Section 11. In the event that Customer uses Via’s Marks in a way that causes material reputational harm to Via’s brand, Via reserves the right to withdraw Customer’s use of the Via Marks from the Service.

3.4 Independent Activities. The Customer acknowledges that Service Provider is in the business of performing services similar to the Services for third parties and that, subject to its confidentiality obligations hereunder, nothing herein prevents Service Provider from continuing to engage in the performance of such services and related independent activities.

4. FEES, TAXES, EXPENSES AND PAYMENTS.

The fees for Services purchased (the “Fees”) together with the schedule of payments and any additional payment information are listed in each applicable Order. Unless otherwise stated in the Order, all Fees will be payable by Customer within fifteen (15) days of receipt of invoice. Customer’s obligation to pay under any one Order is not contingent on Customer entering into, or Service Provider performing under, any other Order now or in the future. Fees do not include applicable taxes (including sales, use, value-added, or excise taxes) or government charges all of which are payable by Customer (excluding taxes on Service Provider’s income), nor do they include expenses Service Provider may incur for Customer’s direct benefit, which will be incurred in accordance with Customer’s applicable expense-reimbursement policies, if so requested. Sales or value-added taxes or similar governmental charges associated with the provision of any Services (excluding taxes on Service Provider’s income) will be separately stated on the relevant invoice and shall be paid by Customer in accordance with this Section 4. If Service Provider does not receive timely payment, Service Provider may charge the maximum monthly interest allowed by law or one percent, whichever is greater, suspend Service Provider’s performance and seek cost of collection, including reasonable attorneys’ fees. If Customer disputes invoiced amounts, Customer must submit disputes to Service Provider in writing within ten (10) business days of the date the invoice originally was due, otherwise it will be final and non-refundable.

5. TERM AND TERMINATION.

5.1 Term; Duration of Right to Place Orders. The Customer's right to enter into Orders under these Terms and Conditions commences on the Effective Date and continues, unless earlier terminated pursuant to this Section 5, for so long as at least one Order remains continuously in effect (the "**Term**").

5.2 Termination.

(a) If an obligation under this Agreement or an Order is materially breached, the non-breaching party may provide written notice specifying the nature of the breach and the breaching party will have thirty (30) days from receipt of notice to cure. If not so cured, the non-breaching party may terminate the applicable Order or Orders affected by the breach by providing a second written notice of immediate termination. In addition, all Orders, including all Services under them, shall terminate automatically and immediately upon either party's insolvency or any attempt by either party to obtain protection from creditors or wind down operations, unless otherwise agreed by the opposing party in a written notice.

(b) If an Order is terminated by either party or expires pursuant to its terms, then Customer must pay any outstanding amounts due to Service Provider, and all copies and embodiments of Service Provider's Confidential Information (including the Via Solution) must be returned. Unless an Agreement is terminated by Customer under this Section 5 as a result of Service Provider's uncured material breach, no expiration or termination of this Agreement will affect Customer's obligation to pay for Service Provider's non-cancelable obligations to third parties on behalf of or benefitting Customer, all of which will remain due and payable by Customer in accordance with the terms of the applicable Order. The notification by either party of its intent to terminate this Agreement and/or any Orders does not relieve either party of any obligations that have accrued on or before the date on which termination becomes effective.

6. CONFIDENTIALITY AND DATA SECURITY.

6.1 Confidentiality.

(a) **Non-Disclosure Obligations.** Confidential Information may be provided or disclosed by one party (the "**Disclosing Party**") orally, in writing or in graphical, machine-readable or other form to the other party (the "**Receiving Party**"). The Receiving Party shall hold the Confidential Information in confidence and shall not make any use or disclosure of the Confidential Information to any individual or entity during the Term and thereafter without the express written consent of the Disclosing Party in each instance, except to the extent that those of the Receiving Party's employees, service providers, legal and financial advisors, and individual independent contractors who are bound to substantially similar obligations of confidentiality as set forth herein and have a need to know the Confidential Information so disclosed. The Receiving Party shall handle all Confidential Information received with the same degree of care as it uses to maintain the confidentiality of its own confidential information, which shall in no event be less than reasonable care. As between the parties, all Confidential Information shall remain the sole and exclusive property of the Disclosing Party and other than the licenses expressly granted in this Agreement or another agreement between the parties, no disclosure or permitted use of the Confidential Information under this Agreement shall be construed as the grant of any right, title or interest, by license or otherwise, in or to the Confidential Information. The remedy at law for breach or threatened breach of this Section 6.1 shall be inadequate, and in addition to any other remedy available, the non-breaching party shall be entitled to seek injunctive relief. In the event that Customer receives a request for Service Provider's Confidential Information, including this Agreement and the terms and conditions contained herein, under the Freedom of Information Act ("**FOIA**") or any similar law, Customer agrees to provide Service Provider timely notice of such a request and to assist Service Provider in seeking to protect its Confidential Information under any applicable exemption for trade secrets, to the extent possible under Applicable Law.

(b) **Exclusions.** The Receiving Party shall have no obligation under Section 6.1 with respect to any Confidential Information disclosed to it which: (i) the Receiving Party can demonstrate was already known to it at the time of its receipt hereunder; (ii) is or becomes generally available to the public other than by means of breach of these Terms and Conditions or any other agreement any party may have with the Disclosing Party; (iii) is independently obtained from a third party (other than any authorized recipient) whose disclosure to the Receiving Party does not violate a duty of confidentiality and does not require further restrictions on such disclosure; or (iv) is independently developed by or on behalf of the Receiving Party without use of, reference to or reliance on any Confidential Information of the Disclosing Party, and such independent development can be reasonably evidenced by the Receiving Party. In addition, the Receiving Party may make disclosure of Confidential Information in a judicial, legislative, or administrative

investigation or proceeding or to a government or other regulatory agency; provided that, to the extent permitted by, and practicable under, the circumstances, the Receiving Party shall provide to Disclosing Party prior written notice of the intended disclosure to enable the Disclosing Party the reasonable opportunity to contest or limit such disclosure or, if prior written notice is not permitted or practicable under the circumstances, prompt notice of such disclosure.

7. INDEMNIFICATION.

To the extent permitted by law, Service Provider agrees to defend, pay on behalf of, indemnify, and hold harmless Customer, its elected and appointed officials, employees, agents, and volunteers against any and all claims, demands, fault, actual liabilities, assertions of liability, expenses, suits, or losses, including all costs connected therewith, which may be asserted, claimed, or recovered against or from Customer, its elected or appointed officials, employees, agents, and volunteers by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, in each case to the extent resulting from the gross negligence of Service Provider in providing the Services.

8. WARRANTIES; LIMITATION OF LIABILITY; INSURANCE.

8.1 Warranties. Service Provider warrants that: (a) from the Effective Date until the expiry or termination of this Agreement, the Services will comply in all material respects with this Agreement and with the relevant Order or SOW; (b) the Services will be carried out in a competent and professional manner. In the event the Services fail to perform as warranted in this Section 8.1, Service Provider shall use commercially reasonable to promptly correct any such failure of the Services.

8.2 Disclaimers. WITHOUT PREJUDICE TO SECTION 8.1 AND TO THE MAXIMUM EXTENT PERMITTED BY LAW: (a) EACH PARTY EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY (INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR PURPOSE AND NON-INFRINGEMENT); AND (b) SERVICE PROVIDER DOES NOT WARRANT THAT THE VIA SOLUTION MEETS CUSTOMER'S REQUIREMENTS, OPERATES WITHOUT INTERRUPTION, OR IS ERROR FREE. Notwithstanding anything to the contrary express or implied in this Section 8, Section 7 or elsewhere in this Agreement, Service Provider shall have no liability to Customer or any Rider (including no duty to defend, indemnify or hold Customer harmless) for any Customer Incident where "**Customer Incident**" means any accident, incident or other situation involving any Rider (unless such Customer Incident is the result of Service Provider's gross negligence or willful misconduct), or any accidents, hazards, or dangers that exist on Customer's property.

8.3 Limits on and Exclusions from Liability. NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, RELIANCE, OR PUNITIVE DAMAGES OR LOST OR IMPUTED PROFITS OR LOST DATA EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OTHER THAN WITH RESPECT TO FEES PAID OR PAYABLE BY CUSTOMER EACH PARTY'S TOTAL LIABILITY FOR ALL CLAIMS ARISING IN CONNECTION WITH ALL AGREEMENTS WILL BE LIMITED TO DIRECT DAMAGES IN AN AMOUNT EQUIVALENT TO THE FEES PAID OR PAYABLE TO SERVICE PROVIDER WITH RESPECT TO THE SERVICES PROVIDED HEREUNDER. Customer must bring all claims and causes of action within six (6) months of their being discovered or one (1) year after expiration or termination of the Order out of which the claim arises, whichever occurs first. The limitations and exclusions in this Section 8.3 apply to all claims or causes of action under whatever theory brought and regardless of whether a party was advised of the possibility of the claim.

8.4 Insurance. Service Provider agrees to maintain, on a primary basis and at its sole expense, at all times during the life of this Agreement the following coverages and limits. The requirements contained herein, as well as Customer's review or acceptance of insurance maintained by Service Provider is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Service Provider under this Agreement:

Workers' Compensation Insurance – Service Provider agrees to maintain Worker's Compensation Insurance in accordance with North Carolina General Statute Chapter 97 and with limits of no less than \$1,000,000 each accident, each employee and policy limit.

Commercial General Liability - Combined single limit of no less than \$1,000,000 each occurrence and \$2,000,000 aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

Commercial Automobile Liability - Limits of no less than \$500,000 Combined Single Limit. Coverage shall include liability for Owned, Non-Owned and Hired automobiles. In the event Service Provider does not

own automobiles, Service Provider agrees to maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Auto Liability policy. Automobile coverage is only necessary if vehicles are used in the provision of services under this Agreement and/or are brought on a Customer site.

Additional Insured – Service Provider agrees to endorse the Customer as an Additional Insured on the Commercial General Liability.

Umbrella or Excess Liability – Service Provider may satisfy the minimum liability limits required above under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability, however, the annual aggregate limits shall not be less than the highest 'Each Occurrence' limit for required policies.

Professional Liability - Limits of no less than \$1,000,000 each claim. This coverage is only necessary for professional services such as engineering, architecture or when otherwise required by the Customer.

Customer reserves the right to require a Certificate of Insurance meeting the minimum coverage and requirements of this section. If Service Provider receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Service Provider agrees to promptly notify the Customer with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. The Certificate Holder address should read:

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

All insurance companies must be authorized to do business in North Carolina and be acceptable to Customer's Risk Manager. Customer may decrease or waive insurance limits at its sole discretion.

9. REGULATORY COMPLIANCE.

9.1 Service Provider's Obligations. Service Provider shall at all times carry out and provide the Services in compliance with all Applicable Laws. For any change in the Services required by a change in Applicable Laws, Service Provider shall mitigate the adverse effects of such change including minimization of increase in costs of the Services arising therefrom. Without prejudice to the rest of this Section 9, Service Provider shall use commercially reasonable efforts to minimise any disruption caused by any changes in Applicable Laws introduced pursuant to this Section 9. The Customer acknowledges and agrees that the Services hereunder do not include, and neither party intends that they be construed as including, any legal, financial, tax or compliance advisory services with respect to the Transportation Laws.

9.2 Customer's Obligations. The Customer shall comply with all Applicable Laws. Customer shall monitor and identify changes in Applicable Laws (in any jurisdictions in which Service Provider provides the Services on Customer's behalf) which would impact the use of the Services by the end-users and: (a) make such modifications to its internal processes and operations as it deems necessary to remain compliant with such change in Applicable Laws; and (b) promptly notify Service Provider thereof so that the Customer Manager and Service Provider Manager may discuss any changes to the Services required for on-going compliance.

9.3 Export Laws. The parties do not intend to import or export products to one another or any third party under any Agreement. Neither party shall export or re-export the Via Solution to countries subject to U.S. government embargo (as designated by the Office of Foreign Asset Control of the Treasury Department) and persons listed on the prohibited persons list maintained by the Bureau of Industry and Security of the Department of Commerce.

9.4 Anti-Bribery Laws. The Parties shall comply with all applicable anti-bribery Applicable Laws in connection with their respective performance under this Agreement.

9.5 Consents; Permits. Service Provider shall obtain all governmental registrations, licenses, permits, approvals and certifications required by Applicable Laws for the performance of the Services hereunder and shall pay all governmental fees associated therewith. Customer shall obtain all governmental registrations, licenses, permits, approvals and certifications required by Applicable Laws in connection with this Agreement (including each Order), as necessary to operate the transport network, and shall pay all governmental fees associated therewith. Customer also shall obtain from its third party vendors, licensors, supply-chain partners, clients, customers, distributors or similar parties, any authorization or consent necessary for Service Provider to access or utilize the goods, services (including software or other

proprietary materials), property or facilities of such parties if necessary for Service Provider's performance of the Services.

10. ASSIGNMENT.

Customer may not assign or transfer these Terms and Conditions and/or any Order unless Customer makes a request in writing in advance and Service Provider consents in writing. Service Provider may require Customer and the proposed assignee/transferee to agree to additional terms or pay additional fees. Any change of control of Customer shall be deemed to constitute a prohibited assignment for the purposes hereof.

11. MISCELLANEOUS.

These Terms and Conditions and each Order may be signed in separate counterparts deemed to be one instrument. The parties agree and acknowledge that signatures transmitted electronically, whether sent via facsimile or as attached files to electronic mail messages (e.g., in .pdf format), shall be acceptable to bind the parties. All notices must be sent by certified mail or overnight courier to the address specified for each party and deemed given three (3) business days after sending. The prevailing party in any dispute is entitled to the recovery of reasonable legal fees and expenses. Failures in performance beyond a party's reasonable control are excused. Unenforceable provisions will be reformed to permit enforceability with maximum effect to the original intent. Waiver of a breach is not waiver of other or later breaches. Nothing in an Agreement is intended to create an agency, partnership, joint venture, or franchise between the parties and except as may be expressly stated in an Order, neither party has the authority to act in the name or on behalf of or otherwise to bind the other. In performing its obligations under this Agreement, each party is acting as an independent contractor of the other and is solely responsible for the supervision, daily direction, and control of its own employees and for the payment of their salaries and benefits and related compensation. Service Provider may issue a press release or make other public announcements concerning these Terms and Conditions and/or Orders and may use Customer's Marks in its marketing materials and on its website in a manner consistent with Customer's communications policies (to the extent made available to Service Provider) but in all events reasonably. Customer shall, upon Service Provider's request, use commercially reasonable efforts to provide comments with respect to the collaboration hereunder that Service Provider can quote in its press release. Except as expressly set forth herein, there are no other third-party beneficiaries of this Agreement.

12. COOPERATIVE PROCUREMENT.

To the extent permitted by applicable law and as additional consideration for this Agreement, Service Provider agrees to extend an option to purchase any Services covered under the Agreement under the same terms and conditions set forth herein, as well as any additional terms and conditions specific to their local requirements upon mutual agreement between the parties, to any other agency or municipality that has entered into a cooperative purchasing agreement or similar arrangement with Agreement (collectively, such other agencies are referred to herein as "Contracting Members"). Each Contracting Member shall negotiate its own pricing terms and execute its own contract with Service Provider.

13. ENTIRE AGREEMENT AND SURVIVAL.

These Terms and Conditions, the Town of Wake Forest Miscellaneous Terms incorporated herein as Exhibit A, and each Order (including any SOW) are the entire Agreement between the parties with respect to the Via Solution and Services under them and supersede all previous or contemporaneous written and verbal agreements or proposals relating to the same subject matter, and cannot be modified except by written agreement referencing the specific provisions modified. Conflicts between these Terms and Conditions and an Order (including any SOW) with respect to amounts or timing of payments will be resolved in favor of the Order. All other conflicts will be resolved in favor of these Terms and Conditions, including in the event of a conflict with Customer's general conditions. If Customer's procurement processes require use of an internal purchase order neither it nor its terms shall supersede, replace, or amend this Agreement. Sections 3, 5.1, 6, 8.2 and 8.3 each shall each survive expiration or termination of this Agreement.

14. DEFINITIONS

“AAA” is defined in Section **Error! Reference source not found.**

“Additional Services” is defined in Section 2.1(b).

“Affiliate” means, with respect to any specified entity, any entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, the entity specified.

“Agreement” is defined in the preamble.

“Applicable Law” means (i) any statute, statutory instrument or any other legislative instrument having the force of law; and (ii) any applicable judgment of a relevant court of law which is a binding precedent, in each case in force at any time during the Term.

“Confidential Information” means information, data or materials in either tangible or intangible form that are trade secrets of, or proprietary and confidential to the Disclosing Party or its clients or business partners, including as may be so designated by statute, regulation or common law including by the form of the Uniform Trade Secrets Act and privacy laws adopted under applicable law, or which are marked as “Confidential” or which, by their nature and the context of their disclosure, should reasonably be known to be confidential.

“Control” means, with respect to any entity, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity, whether through the ownership of voting securities (or other ownership interest), by contract or otherwise.

“Customer Incident” is defined in Section 8.2.

“Disclosing Party” is defined in Section 6.1(a).

“Export Laws” means the Export Administration Regulations, 15 C.F.R. §§730-774, the International Traffic in Arms Regulations, 22 C.F.R. Parts 120-130, and sanctions programs implemented by the Office of Foreign Assets Control of the U.S. Department of the Treasury and all similar laws or regulations in each applicable jurisdiction and any amendments or replacements thereof.

“Fees” is defined in Section 4.

“IPR” or Intellectual Property Rights (“IPR”) means rights in and in relation to Confidential Information, all right, title and interest in and including all registered designs, design rights, copyright rights and neighboring rights (including rights in elements of layout or design), database rights, algorithms, utility models, patent rights (including rights under all patent applications, patents, letters patent, supplementary patent certificates, inventor’s certificates, continued prosecution applications, reissues, continuations, continuations-in-part, divisions, substitutes, extensions, requests for continued examination, and other similar filings or stages thereof), rights in and in relation to inventions (whether or not patentable), domain names,

trade marks, service marks, trade and business names, logos and trademark rights, as well as all proprietary rights (including trade secrets), Know How, and moral rights (including the rights of authorship and attribution and subsequent modification), all rights or forms of protection having an equivalent or similar nature anywhere in the world, whether enforceable, registered, unregistered or registrable (including, where applicable, all applications for registration) and whether or not evidenced by certificates, applications or registrations therefor, and whether granted provisionally or permanently, or upon initial issuance or upon reissue, re-examination, division, extension, in continuation, or in continuation-in-part, and at all times further including all goodwill associated with all such rights.

“Know How” means all unpatented, secret, substantial and identified know how, expertise, technical, operational or other information including all related ideas, concepts, methods, inventions, discoveries, data, formulae, processes, methods, techniques and specifications.

“Losses” means all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys’ fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

“Marks” means any word, name, symbol, logo, font, or device or any combination thereof, used to identify and distinguish goods or services from another source, including trademarks (both registered and unregistered), domain names and trade dress.

“Order” is defined in Section 1.2.

“Riders” means actual or prospective riders of the Customer’s transportation network.

“Rider Data” means all data that is input by or on behalf of Riders into the Via Solution. Portions of the Rider Data may include personally identifiable information.

“Receiving Party” is defined in Section 6.1(a).

“Services” is defined in Section 1.1.

“Term” is defined in Section 5.1.

“Transportation Laws” means any applicable law to which operators and owners of vehicles, employer of vehicle operators, and transportation service providers are required to adhere.

“Via Solution” is defined in Section 1.1.

TERMS EXHIBIT A



TOWN of WAKE FOREST

Miscellaneous Terms and Conditions

CONTRACTOR: River North Transit LLC

SUBJECT OF CONTRACT: Microtransit software and operations

DATE/TERM OF CONTRACT: _____

DEPARTMENT: _____

(a) Choice of Law and Forum. This contract shall be deemed made in Wake County, North Carolina. This contract shall be governed by and construed in accordance with the law of North Carolina. The exclusive forum and venue for all actions arising out of this contract shall be the appropriate division of the North Carolina General Court of Justice in Wake County. Such actions shall neither be commenced in nor removed to federal court. This section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this section.

(b) Waiver. No action or failure to act by the Town shall constitute a waiver of any of its rights or remedies that arise out this contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

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

(d) Severability. If any provision of this contract shall be unenforceable, the remainder of this contract shall be enforceable to the extent permitted by law.

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

(f) Compliance with Law. In performing all of the Work, the Contractor shall comply with all applicable law.

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

(h) EEO Provisions. During the performance of this Contract the Contractor agrees as follows:

- (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Contractor shall post in conspicuous places available to employees and applicants for employment, notices setting forth these EEO provisions.
- (2) The Contractor in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap.

(i) No Third Party Right Created. This contract is intended for the benefit of the Town and the Contractor and not any other person.

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

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

(l) E-Verify. Contractor shall comply with the requirements of Article 2 of Chapter 64 of the NC General Statutes. Further, if Contractor utilizes a subcontractor, Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the NC General Statutes.

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

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

(o) Quality and Workmanship. All work performed and/or services rendered shall be performed to the satisfaction of the Town of Wake Forest. The work performed and/or services rendered shall not be considered complete, nor applicable payments rendered, until the Town is satisfied with the work performed and/or services rendered.

(p) Title VI.

During the performance of this contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

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

(2) Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, religion, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

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

(5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Town shall impose such contract sanctions as it or the Town may determine to be appropriate, including, but not limited to:

(a) withholding of payments to the contractor under the contract until the contractor complies, and/or

(b) cancellation, termination, or suspension of the contract, in whole or in part.

(6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Town may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Town to enter into such litigation to protect the interests of the Town, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

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

regulatory action, which adversely affects the Town of Wake Forest's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to the Town of Wake Forest upon written notice to Contractor of such limitation or change in the Town of Wake Forest's legal authority.

(s) No pledge of taxing authority. The taxing power of the Town of Wake Forest is not pledged directly or indirectly to secure any monies due under this contract.

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

(u) Conflict of Interest. If this is a contract for design, engineering, contract administration or similar services, the Contractor will not enter into contracts or agreements with third parties that may present a potential for conflict of interest between the Town of Wake Forest and the third parties regarding the subject matter of this Contract or Agreement.

(v) Public Record. This Contract or Agreement is subject to the public records laws of the State of North Carolina.

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



TOWN *of*
WAKE FOREST

REQUEST FOR PROPOSALS (RFP #2023-0011)
for the
SOUTHERN WAKE FOREST MICROTRANSIT OPERATIONS

DATE ISSUED

Thursday, November 16, 2023

QUESTIONS AND CLARIFICATIONS DUE DATE

Thursday, November 30, 2023
12:00 p.m.

DUE DATE

Friday, December 15, 2023
2:00 p.m.

E-Mail Address for Questions, Clarifications, and Submittal
elinn@wakeforestnc.gov

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Notice

The Town of Wake Forest (as referred to as “the Town” or “Wake Forest”) is soliciting Requests for Proposals from agency(s) or firm(s) to provide a microtransit service for the Town of Wake Forest as identified by the adopted 2023 Wake Forest Public Transit Plan.

The agency(s) or firm(s) will provide a logistical strategy for a successful microtransit system, and an operational strategy that provides a turnkey implementation approach. This strategy could include, but not limited to, technological integration for internal planning and a technological strategy for customer trip planning needs. In addition, proposals should consider labor, capital, technology, and administrative capacity needed for a successful microtransit service.

All respondents to this Request for Proposals (RFP) are subject to the instructions communicated in this document and are cautioned to completely review the entire RFP and follow instructions carefully.

I. Wake Forest Context and History

Wake Forest is part of the Research Triangle, one of the fastest growing regions in the country, and located minutes from Raleigh, the state capital. In the past few decades, Wake Forest has transformed from a small, rural town into a residential community with an estimated population greater than 50,000. While quickly growing, the Town’s small town character, rich heritage, and historic downtown are central to its identity and are key elements to be maintained and balanced with development.

II. Wake Forest Public Transit Background

The Wake Forest Loop (WFL) circulator and the Wake Forest-Raleigh Express (WRX) have served the Town since 2008. The circulator service provides residents access to public services, medical facilities, and commercial destinations in Wake Forest and the Wakefield neighborhood in Raleigh. The express service provides commuter access to downtown Raleigh.

In October 2023, the Board of Commissioners adopted the Wake Forest Public Transit Plan. The Plan identifies a preferred option which includes an east and west circulator service as well as a Southern Wake Forest Microtransit zone (Figure 1). The microtransit service would provide transit service in an area of the Town with a primarily residential land use and curvilinear street network that is not very conducive for fixed-route transit. The Southern Wake Forest Microtransit zone would allow residents to use an on-demand service to get to and from destinations within southern Wake Forest and the Wakefield neighborhood of Raleigh.

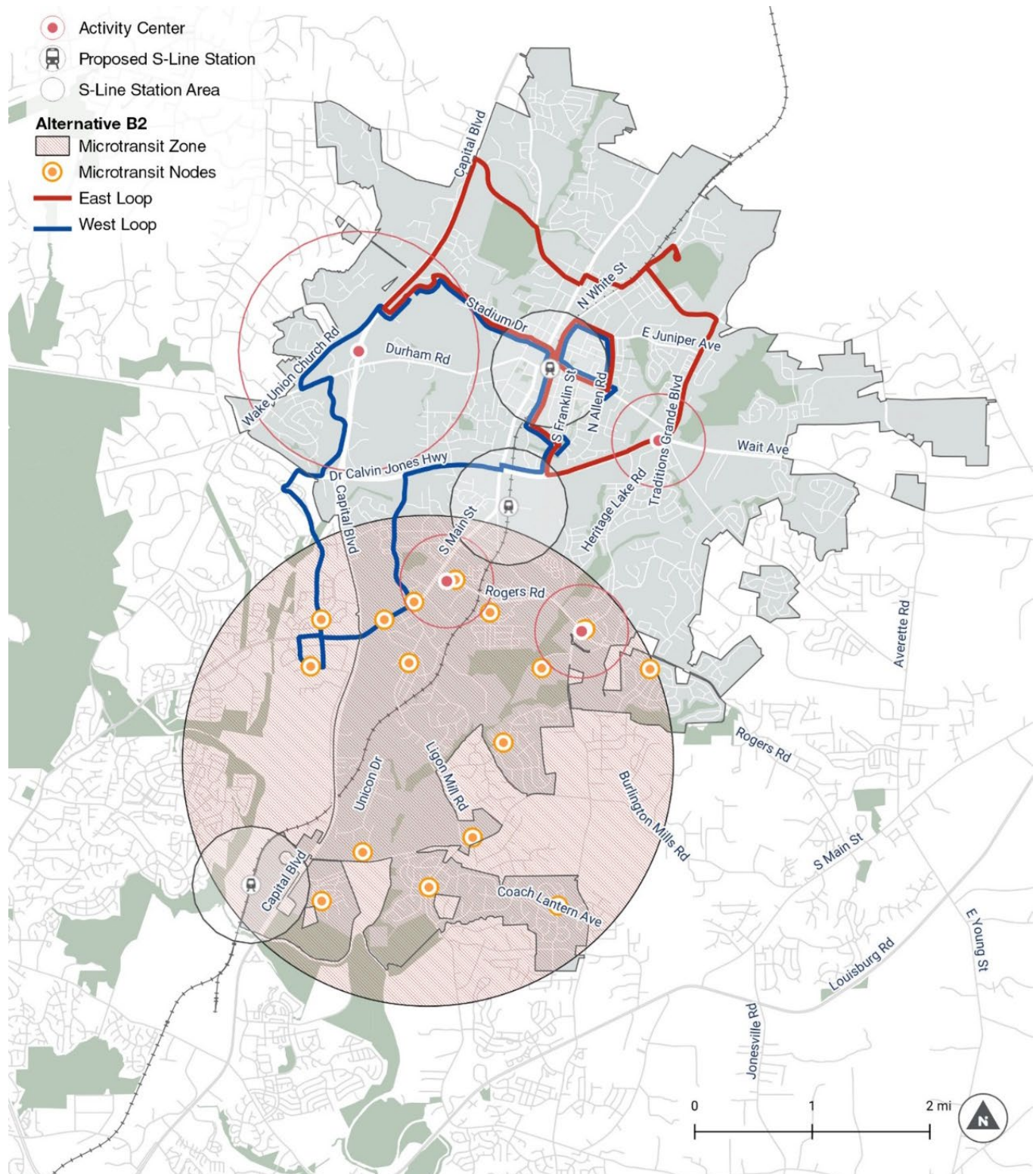


Figure 1 Preferred Option

Town Documents:

- [2023 Wake Forest Public Transit Plan](#)
- [2019 Comprehensive Transportation Plan](#) (Updated 2021)
- [2022 Community Plan](#)

III. Scope of Services

The Southern Wake Forest Microtransit Operations should include the following information and analysis to implement and fully operate a microtransit service. Alternative services and deliverables may be proposed on evidence of the need to meet the purpose of the RFP. RFPs that do not include all tasks will not be considered.

Task 1: Timeline

- Develop an estimated timeline for the project duration and implementation schedule for a microtransit service.

Task 2: Analysis

- Develop service provider recommendations, opportunities and challenges based on the analysis of the following but not limited to:
 - Wake Forest Public Transit Plan.
 - Microtransit services operating in municipalities similar in size to the Town of Wake Forest.
 - Integration with the proposed Rolesville Microtransit system operated by GoRaleigh.
 - Any relevant Wake Forest plans and documents.
- Determine if door-to-door or node-to-node is the most appropriate service to capture choice riders.
- Refine the microtransit zone in Figure 1 to:
 - Ensure optimal performance with 15 to 30 minute wait times.
 - Include a drop off/transfer point in Downtown Wake Forest.
- Include the ability to use the microtransit vehicles for Town special events outside of the standard hours of service and microtransit zone.

Task 3: Performance

- Develop key performance indicators for Southern Wake Forest Microtransit.
- Calculate projected ridership and fare revenues.
- Develop a financial plan for initial service implementation and a detailed financial plan for on-going operations.
- Develop a cost estimate for both door-to-door and node-to-node services.

Task 4: Marketing

- Provide a marketing strategy for the new service.

- Develop a timeline for the rollout of marketing materials for the microtransit service and the modified circulator service illustrated in Figure 1.

Task 5: Implementation

- Prepare full draft of Southern Wake Forest Microtransit Operation Plan which includes an administration, operations, and capital budget plan.

IV. Content and Format of Proposal Package

Firms submitting proposals shall be in compliance with the Ethics and Conflict of Interest Policies of the Town of Wake Forest. Noncompliance will result in immediate disqualification in consideration for this project. A selection committee will evaluate the submittals and may elect to select a firm based on the responses as submitted or elect to conduct interviews with multiple firms prior to selecting a firm.

The submission, excluding examples of existing systems similar to the proposed Southern Wake Forest Microtransit system, shall be a maximum of 25 pages. Only electronic files submitted via email will be accepted for consideration; no paper copies or flash drives shall be submitted. Submittals shall include the following:

Letter of Interest:

The letter of interest provided in the submission shall include the following:

- The name and address of the firm and the state in which it is incorporated and chiefly located.
- The name and address of each sub-contractor and the state in which each entity is incorporated and chiefly located, if sub-contractor is part of team.
- A brief description of the firm (sub-contractor, if applicable), and its interest in performing the required professional services.
- The name, address, phone, and e-mail address of the designated contact for the proposer (firm).
- A statement indicating any judgments against the proposer (firm, sub-contractor, and third-party consultants) within the last five (5) years, or pending litigation, related to professional conduct or services.
- All addenda to the RFP document (each addendum must be identified), if applicable.
- Signature of a duly authorized official of the firm or other person fully authorized to act on behalf of the firm or team.

Firm and Staff Qualifications:

The submission shall include a general description of the firm and its background as it relates to this project. Specific information regarding the firm and staff shall be submitted and include:

- Information regarding the firm's previous experience with similar or related projects, performed within the last 5 years, including a brief description of these projects and project staffing.
- Information demonstrating the firm and staff capabilities to perform all aspects of this project.
- Information regarding the expertise and experience of staff person(s) assigned to work on the project. It should also contain specific proposed responsibilities of the project staff person(s).
- A description and organizational chart showing the structure of the firm's team, inter-relationships, areas of responsibility and the names and current professional licenses of key personnel assigned to the project along with their areas of responsibility. Note: no substitutions to the proposed project team of the selected firm(s) can be made without the prior written approval of the Town as noted in Appendix A.
- Information on the current and projected workload of key staff to be assigned to this project, including level and magnitude of involvement.
- Three references including client name, address, contact person, telephone number, email, project start and end date as well as a project description. References should be for similar or related projects on which key staff that are proposed for this project have worked.
- The firm and staff qualification information for each sub-contractor, a description of the services the firm performed, as well as related projects and references, if sub-contractor is part of team.

Project Approach:

The submission shall include a response to each task in the Scope of Services and identify how the requirements will be met. Each response will also include, but is not limited to, a detailed statement of how the submitting firm intends to approach the work required.

Microtransit Examples:

The submission shall include three recent examples of microtransit services launched in jurisdictions comparable to the Town in terms of growth patterns and demographics. Work samples may be submitted as PDFs or if published online as a hyperlink to the finished product.

Anticipated Schedule:

The submission shall include an anticipated schedule with the timeframe for each task incorporated. The submission shall demonstrate how the submitting firm will manage its responsibilities and work scheduled to be performed, including work of and with Town personnel.

Media and File Formats:

All documents shall be delivered to the Town in Adobe PDF format.

V. Submittal Process Details

Firm selection will be based on the content, completeness, and presentation of information contained within the submittal package, consisting of the letter of interest, firm and staff qualifications and relevant experience, project approach, anticipated schedule, and examples related to operating a microtransit service for comparable jurisdictions as detailed in the Evaluation Criteria section of this RFP.

The Town of Wake Forest reserves the right to reject any responses to this RFP that do not comply with the content and format of proposal requirements. The Town can also conduct discussions with any or all respondents. The Town accepts no financial responsibility for any costs or expenses incurred by any entity in responding to this RFP. All submissions may be kept by the Town and may be disclosed to third parties at the Town's discretion.

VI. Questions and Clarifications

All questions shall be submitted to Emma Linn, Planner II – Long Range Planning, via email (elinn@wakeforestnc.gov), no later than 12:00 p.m. on Thursday, November 30, 2023. Questions submitted later than this deadline will not be considered. An addendum with questions and answers, if necessary, will be published on the Town website by 5:00 p.m. on Wednesday, December 6, 2023.

VII. Proposals Submittal

The deadline for firms submitting proposals is 2:00 p.m. on Friday, December 15, 2023. No submissions or supporting documents will be accepted after this deadline. Submittals shall be emailed to elinn@wakeforestnc.gov. The email subject line for the submittal package should be labeled **WAKE FOREST SOUTHERN MICROTRANSIT OPERATIONS (RFP # 2023-0011)**. All proposal packages and materials submitted hereunder become the exclusive property of the Town of Wake Forest.

VIII. Anticipated Schedule

- 11/16/2023: RFP release
- 11/30/2023: Questions and clarifications deadline
- 12/06/2023: Questions and clarifications response
- 12/15/2023: Submission deadline
- 12/18/2023 – 12/29/2023: Selection committee review of submittals
- 01/08/2024 – 01/11/2024: Virtual interviews conducted with selected consultants, if necessary

- 01/18/2024: Highest ranked firm notified
- 02/27/2024: Contract approved
- 03/08/2024: Project commences

IX. Selection Process

This RFP provides information necessary to prepare and submit proposals for consideration and ranking by the Town. It is the intent of the Town to appoint a selection committee to review the submitted Proposals. This committee will review each proposal submittal and rank the submittal based on the criteria requirements specified within this RFP. The Town may invite firms for interviews, but this is not a required step in the selection process. At the conclusion of the interviews (if held), the selection committee will rank the firms based on the selection criteria and the interviews. The Town anticipates providing written notification to all firms regarding final selection by March 1, 2024.

Upon completion of the selection process, the highest ranked firm will be asked to submit a revised fee proposal to begin contract negotiations for a fair and reasonable price. By submitting their Proposal in response to this RFP, respondent accepts the evaluation process as outlined in the following section, acknowledges, and accepts that determination of the “most qualified” firm may require subjective judgments by the Town.

X. Evaluation Criteria

1. **Qualifications of the Firm:** Outline and specify the qualifications of the firm to provide the requested services as outlined in the scope of work. This shall include any sub-contractors that may be part of the team, if applicable. Provide references. (20%)
2. **Overall Qualifications of the Project Manager and Project Team:** Clear identification of the project manager and team personnel that will be assigned to the project, including the structure and capacity of the team. This section shall include the demonstrated project management and quality control methods employed by the team. (15%)
3. **Project Approach and Project Understanding:** Preference shall be afforded to those firms that, in the opinion of the selection committee, will be able to adequately respond to requests for consultation meetings or project administration requirements, firms having a detailed understanding of the project scope and requirements, and firms proposing a reasonable and achievable timeline. (30%)
4. **Relevant Experience:** Demonstrate relevant experience with implementing microtransit services in comparable communities. Provide relevant work samples. (30%)

5. **Project Cost.** Preference shall be given to those firms that propose an annual cost that aligns with the projected cost in the adopted Public Transit Plan. (5%)

APPENDIX A

I. General Contract Terms and Conditions

- The selected firm will report directly to the Town of Wake Forest. The selected firm is to administer the contract and to ensure that all work is performed in accordance with the contract requirements. The selected firm will be responsible for providing engineers, technicians, and sub-consultants with the appropriate skills and qualifications to ensure contract compliance. The firm will be directly responsible for oversight of the project for the Town.
- The Town reserves the sole discretion and right to reject any and all responses received with respect to the RFP and to cancel the RFP process at any time prior to entering into a formal agreement. The Town further reserves the right to request additional information or clarification of information provided in any response. The Town also reserves the right, but is under no obligation, to waive technicalities and informalities. The Town shall make the award as deemed in its best interest.
- A response to this RFP should not be construed as a contract, nor indicate a commitment of any kind. The RFP does not commit the Town to pay for costs incurred in the submission of a response to this RFP or for any cost incurred prior to the execution of a final contract. No recommendations or conclusions from this RFP process concerning an individual firm shall constitute a right (property or otherwise) under the Constitution of the United States or under the Constitution, case law or statutory law of North Carolina. Neither binding contract, obligation to negotiate, nor any other obligation shall be created on the part of the Town unless the Town and your firm execute a contract.
- All proposal packages and materials submitted hereunder become the exclusive property of the Town of Wake Forest.
- The selected firm will be notified by the Town and will enter contract negotiations for receiving this work. A professional services agreement will be negotiated with the selected contractor based on the proposed scope of work outlined in their proposal.

II. Conflict of Interest Statement

It is the policy of the Town of Wake Forest that the conduct of officers, directors, project managers, or and all other persons acting as its representatives should be at all times in the best interests of the Town, its members and the general public. In performing their duties, Town representatives should not be influenced by desire for personal gain. Conflict of interest is defined as a situation in which professional judgment or behavior concerning a primary interest (in this case the integrity of the Town) has been improperly influenced by a different interest (such as for financial gain). The prompt disclosure of possible conflicts of interest or of those situations where such a perception could reasonably be anticipated to arise helps to avoid injury to an agreed upon primary interest.

Firm(s) selected for these advertised services shall become aware of and comply with state laws related to gifts and favors, conflicts of interest and the like, including N.C.G.S. 14-234, N.C.G.S. 133-1, and N.C.G.S. 133-2.

Firm(s) selected by the Town will be required to disclose any conflicts of interest for 18 months prior to the submission of the Proposal package to the Town.

If a conflict of interest is not disclosed by the contractor and a conflict of interest is determined by the Town of Wake Forest to exist at a later time, the contractor will not be compensated for their prior work and will be required to reimburse the Town of Wake Forest for any payments received. The Contractor would be immediately dismissed from the contract.

III. **Changes in Personnel**

Changes to personnel on project team(s), particularly a project manager, are to be avoided wherever possible. The selected firm must request in writing to the Town for all changes to project team members. The Town will consider requests and may accept the new personnel changes, or may deny the request and consequently, the selected firm may no longer be considered for Planning and Design Services with the Town.

IV. **Standard Terms and Conditions**

The Town of Wake Forest's Standard Terms and Conditions listed at:

https://www.wakeforestnc.gov/sites/default/files/uploads/purchasing/2023/9-27-23_towf_standard_terms_and_conditions.pdf will govern all matters related to the goods and/or services provided by you or your company (the "Vendor") to the Town of Wake Forest (the "Town") under a Town purchase order. Additional Terms and Conditions stated on the face of a Town purchase order shall take precedence over any conflicting Standard Terms and Conditions stated. Any Terms and Conditions not stated, but incorporated by reference therein, shall be binding only if provided or signed by the Town and attached hereto. In the event that a binding written contract signed by both the Vendor and the Town exists, the Terms and Conditions of that contract shall supersede any conflicting Standard Terms and Conditions.

Insurance Requirements

The Town will require its minimum amounts of insurance for this project. The minimum amounts are outlined in the Standard Terms and Conditions referenced above.

V. **Notifications**

Public Records Notice

Records received by the Town of Wake Forest in response to a bid solicitation or a request for proposal/qualifications are public records and subject to public inspection and copying. Some bid

records are public as soon as received by the Town, others become public at bid opening and others at bid award.

The Public Records law (N.C.G.S. 132-1 *et seq.*) authorizes the Town to withhold from public inspection and copying legitimate and properly marked 'trade secrets'. To properly designate material as a trade secret under these circumstances, each firm must take the following precautions: (a) any trade secrets submitted by a firm should be submitted in a separate document marked "Trade Secret - Confidential and Proprietary Information - Do Not Disclose Except for the Purpose of Evaluating this Proposal Package," and (b) the same trade secret/confidentiality designation should be stamped on each page of the trade secret materials contained in the document.

In submitting a Proposal Package, each firm agrees that the Town may reveal any trade secret materials contained in such response to all staff involved in the selection process and to any outside consultant or other third parties who are hired to assist in the selection process. Furthermore, each firm agrees to indemnify and hold harmless the Town and each of its officers, employees and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material that the firm has designated as a trade secret. Any firm that designates its entire Proposal Package as a trade secret may be disqualified from the selection process.

Addenda Notice

It is the respondent's responsibility to ensure that all addenda have been received. Please visit <https://www.wakeforestnc.gov/finance/purchasing-warehouse/bids-announcements> for the most current information. An addendum with questions and answers, if necessary, will be published on the Town website by 5:00 p.m. on Wednesday, December 6, 2023.



Board of Commissioners Work Session Agenda Item Report

Agenda Item No.: 2024-89-

Submitted by: Aileen J. Staples

Submitting Department: Administration

Meeting Date: May 7, 2024

SUBJECT

Presentation of Proposed FY 2024-2025 Annual Operating Budget

Recommendation:

Item Summary:

ATTACHMENTS

- [Presentation of FY 2024-2025 Annual Operating Budget_summary.pdf](#)

Presentation of Proposed FY 2024-2025 Annual Operating Budget

Town Manager Kip Padgett will present the proposed spending plan for the upcoming fiscal year beginning July 1, 2024. There will be a power point presentation providing the highlights of the fiscal year 2024-2025 proposed budget.



Board of Commissioners Work Session Agenda Item Report

Agenda Item No.: 2024-143-
Submitted by: Aileen J. Staples
Submitting Department: Finance
Meeting Date: May 7, 2024

SUBJECT

Presentation of updates to Purchasing Policy

Recommendation:

Item Summary:

ATTACHMENTS

- [Purchasing Policy Update _summary.pdf](#)

Presentation of updates to Purchasing Policy

The current policy was updated and approved by the Board of Commissioners in August 2019. Several statutory changes have occurred along with changes in technology and growth in our organization which necessitate updating the town's policy.

Finance Director Sam Sanchez and Purchasing Manager Randy Driver will present highlights and provide an overview of the updates.



Board of Commissioners Work Session Agenda Item Report

Agenda Item No.: 2024-168-

Submitted by: Bill Crabtree

Submitting Department: Communications

Meeting Date: May 7, 2024

SUBJECT

Friday Night on White Update

Recommendation:

Item Summary:

ATTACHMENTS

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Board of Commissioners Work Session Agenda Item Report

Agenda Item No.: 2024-85-
Submitted by: Emma Linn
Submitting Department: Planning
Meeting Date: May 7, 2024

SUBJECT

Presentation of Capital Area Metropolitan Planning Organization (CAMPO) Memorandum of Understanding.

Recommendation:

Item Summary:

ATTACHMENTS

- [050724 BOC Agenda Summary.pdf](#)
- [Approved MOU](#)

Agenda Item: Presentation of Capital Area Metropolitan Planning Organization (CAMPO)
Memorandum of Understanding.

Summary: The Capital Area MPO Memorandum of Understanding (MOU) is being updated to 1)
include the newest members: Town of Coats, Town of Lillington, and Chatham County as
well as 2) reflect administrative updates to match current codes and practices.

Attachments: Agenda Summary
Approved MOU

**NORTH CAROLINA
CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION**

**MEMORANDUM OF UNDERSTANDING
BETWEEN**

**THE GOVERNOR OF THE STATE OF NORTH CAROLINA,
TOWN OF ANGIER, TOWN OF APEX, TOWN OF ARCHER LODGE, TOWN OF
BUNN, TOWN OF CARY, TOWN OF COATS, TOWN OF CLAYTON, CITY OF
CREEDMOOR, TOWN OF FRANKLINTON, TOWN OF FUQUAY-VARINA, TOWN
OF GARNER, TOWN OF HOLLY SPRINGS, TOWN OF KNIGHTDALE, TOWN OF
LILLINGTON, TOWN OF MORRISVILLE, CITY OF RALEIGH, TOWN OF
ROLESVILLE, TOWN OF WAKE FOREST, TOWN OF WENDELL, TOWN OF
YOUNGSVILLE, TOWN OF ZEBULON, COUNTY OF CHATHAM, COUNTY OF
FRANKLIN, COUNTY OF GRANVILLE, COUNTY OF HARNETT, COUNTY OF
JOHNSTON, COUNTY OF WAKE, TRIANGLE TRANSIT AUTHORITY, AND THE
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
(Hereinafter referred to as the Municipalities, the Agencies, the Counties and the State)**

**IN COOPERATION WITH
THE UNITED STATES DEPARTMENT OF TRANSPORTATION,**

Agreement No. 2024-04-17

WITNESSETH THAT

WHEREAS, Chapter 136, Article 3A, Section 136.66.2(d) provides that:

"For MPOs, either the MPO or the Department of Transportation may propose changes in the plan at any time by giving notice to the other party, but no change shall be effective until it is adopted by both the Department of Transportation and the MPO."; and

WHEREAS, Section 134(a) of Title 23 United States Code states:

"It is in the national interest to encourage and promote the development of transportation systems embracing various modes of transportation in a manner which will efficiently maximize mobility of people and goods within and through urbanized areas and minimize transportation-related fuel consumption and air pollution. To accomplish this objective, metropolitan planning organizations, in cooperation with the State, shall develop transportation plans and programs for urbanized areas of the State. Such plans and programs shall provide for the development of transportation facilities (including pedestrian walkways and bicycle transportation facilities)

N. C. Capital Area Metropolitan Planning Organization

Memorandum of Understanding (cont.)

April 17, 2024

which will function as an intermodal transportation system for the State, the metropolitan areas, and the Nation. The process for developing such plans and programs shall provide for consideration of all modes of transportation and shall be continuing, cooperative, and comprehensive to the degree appropriate, based on the complexity of the transportation problems."; and

WHEREAS, Section 134(c) of Title 23 United States Code states:

Development of long-range plans and TIPs.— To accomplish the objectives in subsection (a), metropolitan planning organizations designated under subsection (d), in cooperation with the State and public transportation operators, shall develop long-range transportation plans and transportation improvement programs for metropolitan planning areas of the State; and

WHEREAS, Chapter 136, Article 3A, 66.2(a) of the General Statutes of North Carolina require that:

"Each MPO, with cooperation of the Department of Transportation, shall develop a comprehensive transportation plan in accordance with 23 U.S.C. § 134. In addition, an MPO may include projects in its transportation plan that are not included in a financially constrained plan or are anticipated to be needed beyond the horizon year as required by 23 U.S.C. § 134. For municipalities located within an MPO, the development of a comprehensive transportation plan will take place through the metropolitan planning organization. For purposes of transportation planning and programming, the MPO shall represent the municipality's interests to the Department of Transportation."; and,

WHEREAS, Chapter 136, Article 3A, 66.2(b) provides that:

"After completion and analysis of the plan, the plan shall be adopted by both the governing body of the municipality or MPO and the Department of Transportation as the basis for future transportation improvements in and around the municipality or within the MPO. The governing body of the municipality and the Department of Transportation shall reach agreement as to which of the existing and proposed streets and highways included in the adopted plan will be a part of the State highway system and which streets will be a part of the municipal street system. As used in this Article, the State highway system shall mean both the primary highway system of the State and the secondary road system of the State within municipalities."; and,

WHEREAS, a transportation planning process includes the operational procedures and working arrangements by which short and long-range transportation plans are soundly conceived and developed and continuously evaluated in a manner that will:

1. Assist governing bodies and official agencies in determining courses of action and in formulating attainable capital improvement programs in anticipation of community needs; and,
2. Guide private individuals and groups in planning their decisions which can be important factors in the pattern of future development and redevelopment of the area; and,

**N. C. Capital Area Metropolitan Planning Organization
Memorandum of Understanding (cont.)**

April 17, 2024

WHEREAS, it is the desire of these agencies that a continuing, cooperative, and comprehensive transportation planning process as set forth in a Memorandum of Understanding dated January 28, 1993 comply with Title 23 U.S.C. Section 134; and any subsequent amendments to that statute, and any implementing regulations; Title 49 U.S.C. Chapter 53 and any subsequent amendments to these statutes and any implementing regulations; and the Clean Air Act of 1970, as amended, [42 U.S.C.7504 and 7506].

NOW THEREFORE, the following **Memorandum of Understanding** is made:

Section I. Membership

It is hereby agreed that the Municipalities, the agencies, the Counties and the State in cooperation with the United States Department of Transportation, will participate in a continuing, cooperative and comprehensive (“3-C”) transportation planning process with responsibilities and undertakings as related in the following paragraphs:

1. The **N. C. Capital Area Metropolitan Planning Area** (as defined by the Metropolitan Area Boundary, also known as the Planning Area Boundary) will be all of Wake County and parts of Chatham, Franklin, Granville, Harnett, and Johnston Counties.
2. The **N. C. Capital Area Metropolitan Planning Organization (MPO)** shall include the local governments of the Municipalities and the Counties, the North Carolina Department of Transportation, an **Executive Board** hereinafter defined, a **Technical Coordinating Committee** hereinafter defined, and the various agencies and units of local, regional, and state government participating in the transportation planning for the area.
3. The **Urbanized Area Boundary** and the **Metropolitan Area Boundary** shall be periodically reviewed and revised in light of new developments and basic data projections.
4. The continuing transportation planning process will be a cooperative one reflective of and responsive to the programs of the North Carolina Department of Transportation, and to the comprehensive plans for growth and development of the Municipalities and the Counties in the Triangle Region with attention being given to cooperative planning with the neighboring metropolitan and rural planning organizations.
5. The continuing transportation planning process will be in accordance with the intent, procedures and programs of Title VI of the Civil Rights Act of 1964, as amended.
6. The continuing transportation planning process will be in accordance with the intent, procedures, and programs of the Clean Air Act of 1970, as amended.

N. C. Capital Area Metropolitan Planning Organization

Memorandum of Understanding (cont.)

April 17, 2024

7. Transportation policy decisions within the planning area are the shared responsibility of the North Carolina Board of Transportation, the Executive Board and the governing bodies of the participating local governments.
8. Transportation plans and programs and land use policies and programs having regional impacts will be coordinated with the applicable regional Councils of Governments.
9. **An Executive Board is hereby established** with the responsibility for cooperative transportation planning decision making for the MPO. The **Executive Board** shall have the responsibility for keeping the policy boards of the participating local governments informed of the status and requirements of the transportation planning process; for assisting in the dissemination and clarification of the decisions and policies of the policy boards; for providing opportunities for citizen participation in the transportation planning process; and all other duties and responsibilities customary for a governing board of a public authority.

The **Executive Board** will be responsible for carrying out the provisions of 23 U.S.C. Section 134 and Title 49 U.S.C. Chapter 53; and 42 U.S.C.; including, but not necessarily limited to:

- a. Establishment of goals and objectives for the transportation planning process.
- b. Review and approval of a **Prospectus** for transportation planning which defines work tasks and responsibilities for the various agencies participating in the transportation planning process;
- c. Review and approval of changes to the **Metropolitan Area Boundary** as well as review and recommendation for changes to the **National Highway System**;
- d. Review and approval of the transportation **Unified Planning Work Program**;
- e. Review and approval of the adopted **Comprehensive and Metropolitan Transportation Plans**. As specified in General Statutes Section 136-66.2(a), the Comprehensive Transportation Plan shall include the projects in the Metropolitan Area's Transportation Plan as well as projects that are not included in the financially constrained plan or are anticipated to be needed beyond the horizon year as required by 23 U.S.C. Section 134. As specified in General Statutes Section 136-66.2(d) certain revisions to the **Comprehensive Transportation Plan** may be required to be jointly approved by the North Carolina Department of Transportation;
- f. Review and approval of the MPO's **Transportation Improvement Program** for multimodal capital and operating expenditures ensuring coordination between local and State capital improvement and operating programs. As specified in 23 U.S.C. Section 134(k), all federally funded projects carried out within the boundaries of a metropolitan planning area serving a transportation

N. C. Capital Area Metropolitan Planning Organization

Memorandum of Understanding (cont.)

April 17, 2024

- management area (excluding projects carried out on the National Highway System) shall be selected for implementation from the approved TIP by the metropolitan planning organization designated for the area in consultation with the State and any affected public transportation operator;
- g. Review and approval of planning procedures for air quality conformity and review and approval of air quality conformity determination for projects, programs, and plans;
 - h. Review and approval of a Congestion Management Process;
 - i. Review and approval of the distribution and oversight of federal funds designated for the Raleigh Urbanized Area under the provisions of IIJA and any other subsequent Transportation Authorizations;
 - j. Review and approval of a policy for public involvement for the MPO;
 - k. Review and approval of an agreement between the MPO, the State, and public transportation operators serving the Metropolitan Planning Area that defines mutual responsibilities for carrying out the metropolitan planning process in accordance with 23 C.F.R. 450
 - l. Development and approval of committee by-laws for the purpose of establishing operating policies and procedures;
 - m. Oversight of the MPO Staff;
 - n. Revisions to membership of Technical Coordinating Committee as defined herein;
 - o. Review and approval of cooperative agreements with other transportation organizations, transportation providers, counties, and municipalities.

The membership of the **Executive Board** shall include:

- One member of the Angier Town Board of Commissioners
- One member of the Apex Town Council
- One member of the Archer Lodge Town Council
- One member of the Bunn Town Council
- One member of the Cary Town Council
- One member of the Clayton Town Council
- One Member of the Coats Board of Commissioners
- One member of the Creedmoor Board of Commissioners
- One member of the Franklinton Town Board of Commissioners

N. C. Capital Area Metropolitan Planning Organization

Memorandum of Understanding (cont.)

April 17, 2024

- One member of the Fuquay-Varina Town Board of Commissioners
- One member of the Garner Town Council
- One member of the Holly Springs Town Council
- One member of the Knightdale Town Council
- One member of the Lillington Board of Commissioners
- One member of the Morrisville Town Council
- One member of the Raleigh City Council
- One member of the Rolesville Town Board of Commissioners
- One member of the Wake Forest Town Board of Commissioners
- One member of the Wendell Town Board of Commissioners
- One member of the Youngsville Town Board of Commissioners
- One member of the Zebulon Town Board of Commissioners
- One member of the Chatham County Board of Commissioners
- One member of the Franklin County Board of Commissioners
- One member of the Granville County Board of Commissioners
- One member of the Harnett County Board of Commissioners
- One member of the Johnston County Board of Commissioners
- One member of the Wake County Board of Commissioners
- Four members of the North Carolina Board of Transportation representing the Highway Divisions (currently 4, 5, 6 and 8) within the Metropolitan Planning Area
- One member of the Research Triangle Regional Public Transportation Authority Board of Trustees; and
- The Division Administrator of the Federal Highway Administration or his or her representative who shall serve as an advisory, non-voting member.
- The Regional Administrator of the Federal Transit Administration or his or her representative, who shall serve as an advisory, non-voting member.
- The Regional Administrator of the Federal Rail Administration or his or her representative, who shall serve as an advisory, non-voting member.

Municipal and county public transit providers shall be represented on the Executive Board through their respective municipal and county local government board members.

Voting representatives of the Municipalities and the Counties shall be designated by their respective governing boards. Requirements for voting, quorums, and membership in good standing shall be included in the adopted bylaws of the Executive Board. Weighted voting shall be applied as invoked by any voting member of the Executive

N. C. Capital Area Metropolitan Planning Organization

Memorandum of Understanding (cont.)

April 17, 2024

Board. In the instance of a weighted vote, each member government shall be apportioned weighted voting based on the most recent certified North Carolina Population Estimates for Municipalities and Counties utilizing a vote weighting formula of one vote for each 10,000 of population, or portion thereof. Other voting agencies without population-based representation on the Executive Board shall vote in accordance with the most recent voting schedule. The most recent voting schedule will be maintained by the CAMPO staff and updated with the most recent certified North Carolina Population Estimates for Municipalities and Counties.

At the invitation of the **Executive Board**, other local, regional, State or Federal agencies impacting transportation within the planning area may serve as non-voting members of the **Executive Board**.

As established in its adopted bylaws, the **Executive Board** shall meet as deemed appropriate and shall elect officers with the responsibility for coordination of the committee's activities. A member of the MPO staff will serve as secretary to the Committee.

As established in its adopted bylaws, the Executive Board may create an executive committee and/or subcommittees to carry out its responsibilities.

10. **A Technical Coordinating Committee (TCC) shall be established** with the responsibility of general review, guidance and coordination of the transportation planning process for the planning area and with the responsibility for making recommendations to the Executive Board and to other entities designated by the Executive Board regarding any necessary actions relating to the continuing transportation planning process. The TCC shall be responsible for development, review and recommendations of the **Prospectus, Unified Planning Work Program, Transportation Improvement Program, Metropolitan Area Boundary, Urbanized Area Boundary, and National Highway System**, for revisions to the **Transportation Plan**, for planning citizen participation and for documenting reports of the transportation study.

Membership of Technical Coordinating Committee (TCC) shall include technical representatives from local, regional and State governmental agencies; as well as major modal transportation providers directly related to and concerned with the transportation planning process for the planning area. Each member agency's representative(s) shall be designated by the chief administrative officer of that agency. Departments or divisions within local and state agencies that should be represented on the TCC include, but are not limited to, those responsible for transportation planning, land use planning, transportation operations, public works and construction, engineering, public transportation, environmental conservation and planning, bicycle and pedestrian planning, and economic development. The voting membership shall include, at a minimum, representation from the following agencies/organizations, with specific numbers of members from each agency/organization outlined in the Technical Coordinating Committee's adopted bylaws:

N. C. Capital Area Metropolitan Planning Organization

Memorandum of Understanding (cont.)

April 17, 2024

- Town of Angier
- Town of Apex
- Town of Archer Lodge
- Town of Bunn
- Town of Cary
- Town of Clayton
- Town of Coats
- City of Creedmoor
- Town of Franklinton
- Town of Fuquay-Varina
- Town of Garner
- Town of Holly Springs
- Town of Knightdale
- Town of Lillington
- Town of Morrisville
- City of Raleigh
- Town of Rolesville
- Town of Wake Forest
- Town of Wendell
- Town of Youngsville
- Town of Zebulon
- County of Chatham
- County of Franklin
- County of Granville
- County of Harnett
- County of Johnston
- County of Wake
- Central Pines Regional Council
- Capital Area Transit
- Cary Transit
- Raleigh-Durham Airport Authority
- Research Triangle Transit Regional Public Transportation Authority

- North Carolina Department of Transportation

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Memorandum of Understanding (cont.)

April 17, 2024

- Rural Transit Systems Serving Franklin , Granville, Harnett, Johnston and Wake Counties
- North Carolina State University
- Research Triangle Foundation
- Triangle North Executive Airport

The host agency's membership shall not include members of the MPO staff.

In addition to voting membership, the TCC shall invite officials responsible for other types of planning activities that are affected by transportation in the area (including State and local planned growth, economic development, environmental protection, airport operations, and freight movements) to coordinate their planning process, to the maximum extent practicable, with MPO planning activities. Such organizations and agencies may include:

- a. The Federal Highway Administration
 - b. The Federal Transit Administration
 - c. The Federal Rail Administration
 - d. The U.S. Army Corps of Engineers
 - e. The U.S. Environmental Protection Agency
 - f. The U.S. Fish and Wildlife Service
 - g. The N.C. Department of Cultural Resources
 - h. The N.C. Department of Commerce
 - i. The U.S. Department of Housing and Urban Development
 - j. The N.C. Railroad Company
 - k. The N.C. Trucking Association
 - l. The N.C. Motorcoach Association
 - m. Regional Transportation Alliance
11. The Technical Coordinating Committee shall operate as determined by its adopted bylaws. Any agency not listed above which wishes representation on the TCC may request such representation for consideration under the adopted bylaws of the TCC. As established in its adopted bylaws, the TCC may create an executive committee and/or subcommittees to carry out its responsibilities.
12. The governing boards of the Municipalities and the Counties and the North Carolina Board of Transportation shall serve as the primary means for citizen input to the continuing transportation planning process. Citizen involvement will also be obtained through procedures outlined in the MPO's policy for public participation and through various special studies and projects undertaken by the MPO.

The Executive Board should also provide opportunities for citizen participation in the transportation planning process.

Section II. Responsibilities

It is further agreed that the subscribing agencies will have the following responsibilities, these responsibilities being those most logically assumed by the several agencies:

The Municipalities and the Counties

The Municipalities and the Counties will assist in the transportation planning process by providing assistance, data and inventories in accordance with the Prospectus. The Municipalities and the Counties shall coordinate zoning and subdivision approval within their respective jurisdictions in accordance with the adopted Metropolitan Transportation Plan. Additionally, the a host agency, as designated by the Executive Board will serve as the **Lead Planning Agency** for the MPO. Services provided by the Lead Planning Agency on behalf of the MPO will be governed by mutual agreement(s).

The Municipalities and the Counties will participate in funding the portion of the costs of the MPO's work program not covered by federal or state funding (minimum 20% match of actual annual expenditures) as approved by the Executive Board. The portion to be paid by each Municipal and County member government will be based upon its pro rata share of population within the MPO Planning Area, utilizing the most recent certified North Carolina Office of State Planning municipal and county population estimates. In addition, MPO members may also voluntarily contribute additional funds for other purposes such as to participate in funding the costs of special studies, or other specialized services as mutually agreed upon.

Failure to pay the approved share of costs shall invalidate the MPO's Unified Planning Work Program and annual MPO self-certification as required by 23 CFR 450. Failure to certify shall result in the withholding of transportation project funds to the metropolitan planning area in accordance with federal law. In order to avoid this, the Executive Board shall amend the Unified Planning Work Program.

The municipalities and the counties receiving federal transportation funding designated for the Urbanized Areas within the MPO Planning Area as approved by the Executive Board through the Unified Planning Work Program shall comply with adopted reporting and oversight procedures.

North Carolina Department of Transportation

The Department will assist in the transportation planning process by providing planning assistance, data and inventories in accordance with the Prospectus. The Department, to the fullest extent possible, and as permitted by existing State and Federal regulations, will provide assistance in the protection of necessary rights-of-way for those transportation corridors designated on the Transportation Plan.

Research Triangle Regional Public Transportation Authority

Triangle Transit will assist in the transportation planning process by providing planning assistance, data, and inventories in accordance with the Prospectus. Triangle Transit shall comply with adopted reporting and oversight procedures for the receipt of federal

N. C. Capital Area Metropolitan Planning Organization

Memorandum of Understanding (cont.)

April 17, 2024

transportation funding designated for the region's Urbanized Areas as approved by the Executive Board through the Unified Planning Work Program

Section III. Termination

Parties to this Memorandum of Understanding may terminate their participation in the N. C. Capital Area Metropolitan Planning Organization by giving thirty (30) days written notice to the other parties prior to the date of termination. If any party should terminate participation, this memorandum of understanding shall remain in force and the MPO shall continue to operate as long as 75% or more of the population within the Metropolitan Planning Area is represented by the remaining members.

Section IV. Ratification

In witness whereof, the parties of this Memorandum of Understanding have been authorized by appropriate and proper resolutions to sign the same, The Town of Angier by its Mayor, the Town of Apex by its Mayor, the Town of Archer Lodge by its Mayor, the Town of Bunn by its Mayor, the Town of Cary by its Mayor, the Town of Clayton by its Mayor, the Town of Coats by its Mayor, the City of Creedmoor by its Mayor, the Town of Franklinton by its Mayor, the Town of Fuquay-Varina by its Mayor, the Town of Garner by its Mayor, the Town of Holly Springs by its Mayor, the Town of Knightdale by its Mayor, the Town of Lillington by its Mayor, the Town of Morrisville by its Mayor, the City of Raleigh by its Mayor, the Town of Rolesville by its Mayor, the Town of Wake Forest by its Mayor, the Town of Wendell by its Mayor, the Town of Youngsville by its Mayor, the Town of Zebulon by its Mayor, the Triangle Transit Authority by its Chair, Chatham County by its Chairman of the Board of Commissioners, Franklin County by its Chairman of the Board of Commissioners, Granville County by its Chairman of the Board of Commissioners, Harnett County by its Chairman of the Board of Commissioners, Johnston County by its Chairman of the Board of Commissioners, Wake County by its Chairman of the Board of Commissioners, and by the Secretary of Transportation on behalf of the Governor of the State of North Carolina and the North Carolina Department of Transportation, this the _____ day of _____, 2024.

[SIGNATURE PAGES TO FOLLOW]

April 17, 2024

TOWN OF ANGIER

Clerk

By _____
Mayor

April 17, 2024

TOWN OF APEX

Clerk

Mayor

April 17, 2024

TOWN OF ARCHER LODGE

Clerk

By _____
Mayor

N. C. Capital Area Metropolitan Planning Organization
Memorandum of Understanding (cont.)
April 17, 2024

(Seal)

TOWN OF BUNN

Clerk

By _____
Mayor

April 17, 2024

TOWN OF CARY

Clerk

By _____
Mayor

April 17, 2024

TOWN OF CLAYTON

Clerk

Mayor

April 17, 2024

TOWN OF COATS

Clerk

By _____
Mayor

April 17, 2024

CITY OF CREEDMOOR

Clerk

By _____
Mayor

April 17, 2024

TOWN OF FRANKLINTON

Clerk

By _____
Mayor

April 17, 2024

TOWN OF FUQUAY-VARINA

Clerk

Mayor

April 17, 2024

TOWN OF GARNER

Clerk

Mayor

April 17, 2024

TOWN OF HOLLY SPRINGS

Clerk

Mayor

April 17, 2024

TOWN OF KNIGHTDALE

Clerk

Mayor

April 17, 2024

TOWN OF LILLINGTON

Clerk

Mayor

April 17, 2024

TOWN OF MORRISVILLE

Clerk

Mayor

N. C. Capital Area Metropolitan Planning Organization
Memorandum of Understanding (cont.)
April 17, 2024

(Seal)

CITY OF RALEIGH

Clerk

By _____
Mayor

April 17, 2024

TOWN OF ROLESVILLE

Clerk

Mayor

April 17, 2024

TOWN OF WAKE FOREST

Clerk

Mayor

April 17, 2024

TOWN OF WENDELL

Clerk

Mayor

April 17, 2024

TOWN OF YOUNGSVILLE

Clerk

Mayor

April 17, 2024

TOWN OF ZEBULON

Clerk

Mayor

April 17, 2024

Clerk

By _____
Chair

N. C. Capital Area Metropolitan Planning Organization
Memorandum of Understanding (cont.)
April 17, 2024

(Seal)

CHATHAM COUNTY

County Manager

By _____
Chairman

N. C. Capital Area Metropolitan Planning Organization
Memorandum of Understanding (cont.)
April 17, 2024

(Seal)

FRANKLIN COUNTY

County Manager

By _____
Chairman

N. C. Capital Area Metropolitan Planning Organization
Memorandum of Understanding (cont.)
April 17, 2024

(Seal)

GRANVILLE COUNTY

County Manager

By _____
Chairman

N. C. Capital Area Metropolitan Planning Organization
Memorandum of Understanding (cont.)
April 17, 2024

(Seal)

HARNETT COUNTY

County Manager

By _____
Chairman

N. C. Capital Area Metropolitan Planning Organization
Memorandum of Understanding (cont.)
April 17, 2024

(Seal)

JOHNSTON COUNTY

County Manager By _____
Chairman

N. C. Capital Area Metropolitan Planning Organization
Memorandum of Understanding (cont.)
April 17, 2024

(Seal)

WAKE COUNTY

County Manager

By _____
Chairman

N. C. Capital Area Metropolitan Planning Organization
Memorandum of Understanding (cont.)
April 17, 2024

(Seal)

**STATE OF NORTH CAROLINA AND
DEPARTMENT OF TRANSPORTATION**

By _____
Secretary of Transportation

Approved for Execution

By _____
Assistant Attorney General

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N. C. Capital Area Metropolitan Planning Organization
Memorandum of Understanding (cont.)
April 17, 2024

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Board of Commissioners Work Session Agenda Item Report

Agenda Item No.: 2024-170-

Submitted by: Aileen J. Staples

Submitting Department: Administration

Meeting Date: May 7, 2024

SUBJECT

Monthly Financial Summaries - March

Recommendation:

Item Summary:

ATTACHMENTS

- [Monthly Financial Report_summary.pdf](#)
- [March 31, 2024 Financial Summaries.pdf](#)

Agenda Item: Monthly Financial Report

Summary: Staff prepares monthly financial reports for each of the respective operating funds for which an annual budget is authorized by the Board of Commissioners. The reports are accompanied by highlights during respective month for each fund.

Attachments: Financial reports

Town of Wake Forest

March 31, 2024

GENERAL FUND HIGHLIGHTS:

- Total year-to-date revenues are at 76.07% of annual budgeted amounts.
- Current year ad valorem taxes are ahead of prior YTD by over \$2.9 million.
- Six distributions of sales tax received through March - \$8.4 million
 - This is 5.6% higher than previous year currently.
- Due to current interest rate environment, investment income is higher than projected in all funds.
- Total year-to-date expenditures are at 76.25% of appropriations (includes encumbrances).
- Net increase YTD (*increase in fund balance*) is **\$6.4 million**.
 - **Please keep in mind that this will level out the remainder of the year.**
 - Capital purchases and debt service will occur in April-June.

DEBT SERVICE FUND HIGHLIGHTS:

- \$940,579 in debt service payments made in March.
- Net increase YTD (*increase in fund balance*) is **\$2,311,805**.

WF BIP:

- Other financing sources represents transfer from General Fund.
- Expenditures are below expected guideline (75%).

DMSD HIGHLIGHTS:

- Transfers to Debt Service fund and General Fund (façade improvements) made in December.
- Transfer to General Fund for downtown plan update made in March.

WFRC HIGHLIGHTS:

- Expenditures are at 67.20% which is below the guideline (75%).
- Other financing sources represents transfer from General Fund for personnel costs.

March 31, 2024 - Financial Summaries – page 2

ELECTRIC FUND HIGHLIGHTS:

- Total year-to-date revenues are at 79.73% of budgeted amounts.
- Total expenses are at 102.97% (includes encumbrances) – **without inventory encumbrance – 77.3%.**
 - Purchase for resale – power for March **(\$812,576)** is paid in April and not reflected in the attached.
 - Purchase order for generator replacement (\$3,863,690) included in encumbrances.
 - Generators are expected to arrive in FY 25 and will be financed.
- Net gain YTD is **\$613,526**

NOTE – Per our cost of service and rate study update in 2023, rate adjustments will be needed in FY 2025 and FY 2026. Consensus of the Board at the 2023 planning retreat was to implement smaller more frequent increases. Projections for FY 25 and FY 26 are 2.5% increases to the residential energy charge.

AMERICAN RESCUE PLAN ACT (ARPA):

- Report is a “life to date” (LTD) meaning everything reported is cumulative from the beginning – July 2021.
- Due to reporting and accounting requirements, funds received to date are shown as “deferred revenue” and is recorded as revenue as we incur expenditures over the next few years. For monthly reporting purposes, it is shown that all funds have been received.
- Funds must be encumbered (or under contract/obligated) by December 31, 2024, and expended (paid) by December 31, 2026.

GENERAL FUND
March 31, 2024

Monthly Target Percentage

75.00%

Department	Amended Budget	YTD Actual	Encumbrances	Remaining Budget (including encumbrances)	% Budget Used (includes encumbrances)	PY YTD Actuals
REVENUES						
Ad Valorem Taxes	\$ 38,078,440	\$ 38,557,917	-	\$ (479,477)	101.26%	\$ 35,653,823
Other Taxes	55,000	41,696	-	13,304	75.81%	36,765
Unrestricted Intergovernmental	18,435,300	9,831,482	-	8,603,818	53.33%	9,436,191
Restricted Governmental	2,297,540	2,012,859	-	284,681	87.61%	1,441,098
Permits and Fees	2,590,300	2,157,478	-	432,822	83.29%	2,146,735
Other Revenue	1,903,470	1,365,742	-	537,728	71.75%	1,249,739
Sales and Services	5,103,750	3,146,078	-	1,957,672	61.64%	2,705,577
Investment Earnings	850,000	1,298,398	-	(448,398)	152.75%	707,479
Other Financing Sources	12,509,850	3,833,803	-	8,676,047	30.65%	639,994
General Fund Total	\$ 81,823,650	62,245,452	-	19,578,198	76.07%	\$ 54,017,401

Department	Amended Budget	YTD Actual	Encumbrances	Remaining Budget (including encumbrances)	% Budget Used (includes encumbrances)	PY YTD Actuals
EXPENDITURES						
410 Board of Commissioners	\$ 470,885	\$ 233,854	\$ -	\$ 237,031	49.66%	\$ 202,916
412 Legal Services	472,600	302,899	-	169,701	64.09%	298,470
420 Town Manager's Office	896,750	696,433	87,320	112,998	87.40%	648,772
421 Town Clerk	250,500	178,765	-	71,735	71.36%	-
422 Organizational Performance	499,180	344,958	-	154,222	69.11%	-
423 Budget Management	232,785	101,302	-	131,483	43.52%	-
425 Communications	1,302,800	905,814	38,501	358,485	72.48%	831,404
430 Human Resources	1,182,910	857,014	15,838	310,057	73.79%	874,808
431 Risk Management	483,730	414,016	400	69,314	85.67%	-
435 Downtown Development	526,785	336,678	-	190,107	63.91%	267,618
440 Financial Services	1,319,185	1,075,088	400	243,697	81.53%	1,419,053
445 Information Technology	2,281,575	1,682,669	39,135	559,771	75.47%	1,269,555
480 Inspections	2,411,175	1,579,150	49,298	782,728	67.54%	1,423,791
490 Planning	4,319,425	2,465,487	579,036	1,274,902	70.48%	1,678,037
500 Public Facilities	4,553,085	2,296,207	1,608,074	648,804	85.75%	2,016,789
510 Police	16,369,175	12,227,373	121,515	4,020,287	75.44%	10,619,086
520 Fire	12,703,150	8,754,574	354,282	3,594,294	71.71%	7,826,122
530 Public Works Administration	354,565	215,568	41,445	97,552	72.49%	215,331
535 Urban Forestry	530,750	359,728	4,970	166,052	68.71%	300,378
540 Engineering	1,780,185	1,156,622	123,009	500,554	71.88%	1,154,825
545 Stormwater Management	796,560	295,480	34,504	466,576	41.43%	-
550 Fleet Maintenance	653,895	423,024	-	230,871	64.69%	371,313
560 Streets	3,902,780	2,228,786	884,893	789,101	79.78%	1,940,284
580 Solid Waste	5,986,800	3,531,568	500,800	1,954,432	67.35%	3,303,759
620 Parks and Recreation	9,340,780	6,675,054	2,063,441	602,285	93.55%	2,982,565
999 Transfers	8,201,640	6,508,885	-	1,692,755	79.36%	5,368,612
General Fund Total	\$ 81,823,650	55,846,995	6,546,860	19,429,796	76.25%	\$ 45,013,487

General Fund - Net Gain (Loss)

\$ 6,398,458

\$ 9,003,914

Debt Service Fund
March 31, 2024

Monthly Target Percentage

75.00%

Department	Amended Budget	YTD Actual	Remaining Budget (including encumbrances)	% Budget Used (includes encumbrances)	PY YTD Actuals
REVENUES					
Restricted Governmental	\$ 1,290,595	1,530,087	(239,492)	0.00%	1,286,484
Permits and Fees	707,610	515,719	191,891	0.00%	462,595
Investment Earnings	30,520	21,353	9,167	0.00%	26,675
Other Financing Sources	6,078,775	4,575,331	1,503,444	75.27%	3,902,997
General Fund Total	\$ 8,107,500	6,642,490	1,465,010	81.93%	\$ 5,678,751

Department	Amended Budget	YTD Actual	Remaining Budget (including encumbrances)	% Budget Used (includes encumbrances)	PY YTD Actuals
EXPENDITURES					
440 Financial Services	\$ 762,870	\$ 8,380	\$ 754,490	\$ -	\$ 1,536
445 Information Technology	397,135	393,604	3,532	99.11%	402,234
480 Building Inspections	54,455	50,920	3,535	93.51%	100,158
490 Planning	12,595	6,296	6,299	49.98%	-
500 Public Facilities	617,190	494,005	123,185	80.04%	846,433
510 Police	673,215	684,671	(11,456)	101.70%	636,790
520 Fire	290,355	279,712	10,643	96.33%	269,086
535 Urban Forestry Division	8,555	8,546	9	99.90%	8,546
540 Engineering	6,985	3,523	3,462	50.44%	3,523
550 Fleet Maintenance	20,715	14,621	6,094	0.00%	8,547
560 Streets	1,620,525	695,918	924,607	42.94%	1,363,952
570 Powell Bill	1,522,590	585,034	937,556	38.42%	436,034
580 Solid Waste	235,605	144,143	91,462	61.18%	80,311
620 Parks and Recreation	1,884,710	961,312	923,398	51.01%	968,762
General Fund Total	\$ 8,107,500	4,330,686	3,776,814	53.42%	\$ 5,125,911

Debt Service Fund - Net Gain (Loss)

\$ 2,311,805

\$ 552,840

Wake Forest Business and Industry Partnership Fund (BIP)
March 31, 2024

Monthly Target Percentage

75.00%

Department	Amended Budget	YTD Actual	Encumbrances	Remaining Budget (including encumbrances)	% Budget Used (includes encumbrances)	PY YTD Actuals
REVENUES						
Sales and Services	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -
Other Revenue	2,500	11,868	-	(9,368)	474.73%	-
Other Financing Sources	550,700	356,400	-	194,300	64.72%	273,949
WFRC Fund Total	\$ 553,200	368,268	-	184,932	66.57%	\$ 273,949

Department	Amended Budget	YTD Actual	Encumbrances	Remaining Budget (including encumbrances)	% Budget Used (includes encumbrances)	PY YTD Actuals
EXPENDITURES						
415 Economic Development	\$ 553,200	\$ 296,935	\$ -	\$ 256,265	53.68%	\$ 127,555
WFRC Fund Total	\$ 553,200	296,935	-	256,265	53.68%	\$ 127,555

WFBIP Fund - Net Gain (Loss) **\$ 71,333** **\$ 146,394**

DMSD Special Revenue Fund
March 31, 2024

Monthly Target Percentage

75.00%

Department	Amended Budget	YTD Actual	Encumbrances	Remaining Budget (including encumbrances)	% Budget Used (includes encumbrances)	PY YTD Actuals
REVENUES						
Ad Valorem Taxes	\$ 155,570	\$ 158,191	-	\$ (2,621)	101.68%	\$ 148,681
Investment Earnings	9,430	15,351	-	(5,921)	162.79%	7,466
Other Financing Sources	-	-	-	-	0.00%	-
DMSD Special Revenue Fund Total	\$ 165,000	173,542	-	(8,542)	105.18%	\$ 156,147

Department	Amended Budget	YTD Actual	Encumbrances	Remaining Budget (including encumbrances)	% Budget Used (includes encumbrances)	PY YTD Actuals
EXPENDITURES						
Transfers In (Out)	\$ 165,000	\$ 148,800	-	\$ 16,200	90.18%	\$ 65,000
DMSD Special Revenue Fund Total	\$ 165,000	148,800	-	16,200	90.18%	\$ 65,000

Downtown District - Net Gain (Loss)

24,742

91,147

Wake Forest Renaissance Centre
March 31, 2024

Monthly Target Percentage

75.00%

Department	Amended Budget	YTD Actual	Encumbrances	Remaining Budget (including encumbrances)	% Budget Used (includes encumbrances)	PY YTD Actuals
REVENUES						
Sales and Services	\$ 249,710	\$ 142,511	\$ -	\$ 107,199	57.07%	\$ 115,191
Other Revenue	140,700	100,310	-	40,390	71.29%	98,767
Other Financing Sources	757,785	542,839	-	214,946	71.63%	434,239
WFRC Fund Total	\$ 1,148,195	785,660	-	362,535	68.43%	\$ 648,196

Department	Amended Budget	YTD Actual	Encumbrances	Remaining Budget (including encumbrances)	% Budget Used (includes encumbrances)	PY YTD Actuals
EXPENDITURES						
626 Wake Forest Renaissance Centre	\$ 1,148,195	\$ 760,568	\$ 11,040	\$ 376,587	67.20%	\$ 637,602
WFRC Fund Total	\$ 1,148,195	760,568	11,040	376,587	67.20%	\$ 637,602

WFRC Fund - Net Gain (Loss) **\$ 25,092** **\$ 10,594**

WAKE FOREST POWER (ELECTRIC FUND)
March 31, 2024

Monthly Target Percentage

75.00%

Department	Amended Budget	YTD Actual	Encumbrances	Remaining Budget (including encumbrances)	% Budget Used (includes encumbrances)	PY YTD Actuals
REVENUES						
Charges for Services	\$ 22,616,900	\$ 18,399,315	-	\$ 4,217,585	81.35%	\$ 15,654,038
Sales Tax - Utility	1,567,350	1,280,170	-	287,180	81.68%	1,086,148
Other Revenue	412,500	378,104	-	34,396	91.66%	297,227
Investment Earnings	31,250	40,065	-	(8,815)	128.21%	40,286
Other Financing Sources	582,000	3,112	-	578,888	0.00%	149,500
Electric Fund Total	\$ 25,210,000	20,100,765	-	5,109,235	79.73%	\$ 17,227,200

Department	Amended Budget	YTD Actual	Encumbrances	Remaining Budget (including encumbrances)	% Budget Used (includes encumbrances)	PY YTD Actuals
EXPENDITURES						
840 Electric - Billing & Collections	\$ 575,820	\$ 462,947	\$ -	\$ 112,873	80.40%	\$ -
850 Electric - Operations	\$ 24,015,635	18,588,948	6,472,103	(1,045,416)	104.35%	16,061,797
860 Electric - Tree Trimming	618,545	435,344	-	183,201	70.38%	212,178
Electric Fund Total	\$ 25,210,000	19,487,240	6,472,103	(749,343)	102.97%	\$ 16,273,975

Electric Fund - Net Gain (Loss) \$ - **613,526** **953,225**

AMERICAN RESCUE PLAN ACT (ARPA)
03/31/2024 (Cumulative - Life to Date)

Monthly Target Percentage

N/A

							N/A
Department	Amended Budget	LTD Actual	Encumbrances	Remaining Budget	% Budget Used	PY YTD Actuals	
REVENUES							
Restricted Governmental	\$ 14,541,000	14,541,846	-	(846)	100.01%	-	
Investment Earnings	-	723,236	-	(723,236)	0.00%	-	
Other Financing Sources	-	-	-	-	0.00%	-	
General Fund Total	\$ 14,541,000	15,265,081	-	(724,081)	104.98%	\$ -	
Department	Amended Budget	LTD Actual	Encumbrances	Remaining Budget	% Budget Used	PY YTD Actuals	
EXPENDITURES							
445 Information Technology	\$ 1,030,000	\$ 178,952	\$ 304,976	\$ 546,072	46.98%	\$ -	
525 Public Safety (ARPA)	2,800,000	1,323,680	1,654,000	(177,680)	106.35%	-	
540 Engineering	6,325,000	908,916	470,438	4,945,646	21.81%	-	
638 Other Improvements	4,386,000	3,087,156	58,655	1,240,189	71.72%	-	
General Fund Total	\$ 14,541,000	5,498,703	2,488,069	6,554,228	54.93%	\$ -	
ARPA Fund - Net Gain (Loss)		\$ 9,766,378					
						\$ -	



Board of Commissioners Work Session Agenda Item Report

Agenda Item No.: 2024-160-

Submitted by: Terry Savary

Submitting Department: Administration

Meeting Date: May 7, 2024

SUBJECT

Review of Draft Agenda for Upcoming Regular Meeting

Recommendation:

Item Summary:

ATTACHMENTS

- [DraftBOCAgenda_May202421.pdf](#)



Wake Forest Board of Commissioners

Draft Meeting Agenda

May 21, 2024 at 6:00 PM

All items listed are for discussion and possible action.

Call to Order

Pledge of Allegiance

1.Approval of Agenda

2.Approval of Minutes

- 2.A. April 2, 2024 Work Session
April 16, 2024 Regular Meeting

3.Presentations

- 3.A. Proclamation Recognizing June 12, 2024 as "Women's Veterans Day"
- 3.B. Proclamation Recognizing June 2, 2024, as National Cancer Survivors Day in the Town of Wake Forest, North Carolina
- 3.C. Presentation on the 2035 Wake Transit Plan Update and Engagement.

4.Public hearings / Public Comment

- 4.A. Public Hearing to receive public comment on the proposed FY 2024-2025 Budget
- 4.B. Continuation of Public Hearing of LEGISLATIVE CASE RZ-23-06, Star Road Tech Center, a rezoning filed by St. John Properties to rezone 30.35 acres located at 0 Star Road, being Wake County Tax PINs 1739-65-3709, 1739-55-8441, and 1739-65-4232 from Highway Business (HB) and Special Highway Overlay (SH1-O) to Highway Business Conditional District (HB-CD) and Special Highway Overlay (SH1-O).
- 4.C. Public Hearing on a contiguous annexation submitted by property owners Eunice M Rogers Heirs for property associated with the rezoning request RZ-22-09, located at 3133 Burlington Mills Road and 8993 Ligon Mill Road being Wake County PINs 1749-00-7207 and 1749-00-6732 being approximately 9.55 acres.
- 4.D. Public Hearing on LEGISLATIVE CASE RZ-23-03, White Street Mixed Use, a

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

- 4.E. 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 Budget Ordinance Amendment # 4 for FY 2023-2024
- 5.B. Approval of updated Purchasing Policy
- 5.C. Approval of Developer Agreement for an upgrade to a greenway bridge in Rosedale Phase 4/5.
- 5.D. Approval of TOWF & CAH Holdings, LLC Encroachment Agreement
- 5.E. Approval of the Contract for the Wake Forest Pavement Evaluation and Technical Support 2025 Street Resurfacing Project
- 5.F. Approval of Resolution authorizing the Town Manager to execute, on behalf of the Town of Wake Forest, the service contract for on-demand transit services provided by River North LLC (Via Transportation, Inc).
- 5.G. Approval of the updated Capital Area Metropolitan Planning Organization (CAMPO) Memorandum of Understanding.
- 5.H. Approval of a Resolution authorizing the Town Manager to execute, on behalf of the Town of Wake Forest, a Membership Application to join the AARP Network of Age-Friendly States and Communities.
- 5.I. Resolution Supporting NCDOTs Acceptance of Rogers Branch Road

- 5.J. Resolution authorizing the Town of Wake Forest to concur with NCDOT Municipal Concurrence Package
- 5.K. Consideration of a Resolution authorizing the Town Manager to execute, on behalf of the Town of Wake Forest, a Professional Design and Engineering Services Contract for Smith Creek Greenway Phases 2 and 3
- 5.L. Approval of a Professional Design and Engineering Services Contract for Smith Creek Greenway Phases 2 and 3

6.Legislative Items

- 6.A. Consideration of an Ordinance Amending the Code of Ordinances Chapter 14, Article II, Section 14-31 – 14-38 - Nuisances

7.Planning Items

- 7.A. Continuation of Consideration of LEGISLATIVE CASE RZ-23-06, Star Road Tech Center, a rezoning filed by St. John Properties to rezone 30.35 acres located at 0 Star Road, being Wake County Tax PINs 1739-65-3709, 1739-55-8441, and 1739-65-4232 from Highway Business (HB) and Special Highway Overlay (SH1-O) to Highway Business Conditional District (HB-CD) and Special Highway Overlay (SH1-O).
- 7.B. Public Hearing on a contiguous annexation submitted by property owners Eunice M Rogers Heirs for property associated with the rezoning request RZ-22-09, located at 3133 Burlington Mills Road and 8993 Ligon Mill Road being Wake County PINs 1749-00-7207 and 1749-00-6732 being approximately 9.55 acres.
- 7.C. Consideration of a request from WK Dickson to waive the application review fees for the Raleigh and Wake Forest water line and stormwater repair project associated with ARPA.
- 7.D. Consideration of LEGISLATIVE CASE RZ-23-03, White Street Mixed Use, a conditional district rezoning filed by Chase Massey on behalf of Thales Academy, Inc., to rezone 3.93 acres located at 0 North White Street, being Wake County Tax PIN 1841966020, from Neighborhood Business (NB) to Neighborhood Mixed-Use Conditional District (NMX-CD).

8.Administration and Financial Items

- 8.A. Town of Wake Forest's Title VI Program Plan Update

9.Public Services Items

10.Parks and Recreation Items

- 10.A. Consideration to Authorize Lease Agreement with NCABC, Inc (DBA FUNGO)
Baseball for the use of Flaherty Park Field #2

11.Public Safety Items

12.Other Business

- 12.A. Department Monthly Report
- 12.B. Commissioner Reports

13.Adjournment



Board of Commissioners Work Session Agenda Item Report

Agenda Item No.: 2024-156-

Submitted by: Terry Savary

Submitting Department: Administration

Meeting Date: May 7, 2024

SUBJECT

Consideration of Wake Forest Tower Site Lease with Wake County

Recommendation:

Item Summary:

ATTACHMENTS

- [2024 WF Tower LEASE DRAFT 4.18.24 Final.docx](#)
- [Wake Forest Tower Site and Apex-Cary Tower Space Lease Agreements Board Item.docx](#)
- [Resolution2024-28_TowerLeaseAgreementWC&TOWF_May202407.pdf](#)

STATE OF NORTH CAROLINA

LEASE AGREEMENT

COUNTY OF WAKE

THIS LEASE AGREEMENT made and entered into this _____ day of _____, 2024, by and between THE TOWN OF WAKE FOREST, 301 S. Brooks Street , Wake Forest, NC 27587, hereinafter referred to as LESSOR or TOWN, party of the first part, and WAKE COUNTY, P.O. Box 550, Raleigh, NC 27602, hereinafter referred to as LESSEE or COUNTY, party of the second part;

WHEREAS, Lessor and Lessee were parties to a former lease agreement ("Original Lease") for the construction and operation of a telecommunications facility effective October 1, 2002 through October 1, 2022; and

WHEREAS, it is the intent of the parties to enter into this new Lease Agreement upon the same terms and conditions of the Original Lease.

1. **Premises.** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor, by this Agreement, a portion of the parcel of property identified as Wake County PIN# 1851.01 16 0788. A site plan and legal description of the Premises and survey are attached hereto and incorporated herein as Exhibit A. In the event of any discrepancy between the description of the property contained herein and the survey, the survey shall control. The premises are leased for the express purpose of the County constructing and operating a telecommunications facility, including, but not limited to, up to a 300 foot tower (the Tower), a 12' x 36' equipment shelter and an 8' chain link fence with barbed wire on top around the Tower base and such other structures as Lessee determines are necessary (collectively the "Structures").

2. **Term.** The term of this Lease shall be for a period of twenty (20) years, commencing on the date of execution by both parties (the Commencement Date). Provided Lessee is not in default under the terms of this Lease, Lessor grants to Lessee the right to renew this Lease for one (1) additional term of twenty (20) years. In order to exercise this renewal option, Lessee shall deliver to Lessor written notice of Lessee's intent to renew this Lease not less than ninety (90) days prior to the expiration of the then current lease term. The initial term and the renewal term are referred to herein as the "Term."

3. **Rent.** As consideration for this Lease, the Lessor shall have the right to utilize the tower constructed by Lessee for governmental purposes at no cost to Lessor with the exception of additional operation and maintenance expenses associated with this use.

4. **Collocation.** The Lessor shall have the right to utilize the Tower for any purposes authorized by law, so long as such use does not adversely affect Lessee's use of the tower. Any

use of the tower by Lessor shall be by mutual agreement of the parties and under such reasonable terms and conditions as the parties shall stipulate. Any costs incurred by Lessee associated with the technical analysis of tower capacity or system coverage implications which are determined to be necessary by Lessee as a result of Lessor's proposed use of or collocation of equipment on the Tower will be the sole responsibility of the Lessor. Lessor agrees to pay to Lessee one-half (1 /2) of the rents, profits or other benefits accruing to the Lessor from such use. If Lessee desires to enter into a sublease agreement for the use of the tower with a non-governmental entity, Lessee agrees to pay Lessor as additional rent for the Premises during the term of the sublease, an amount equal to one-half (1/2) of the rents, profits or other benefits accruing to Lessee less the additional operation and maintenance costs incurred by Lessee as a result of the sublease.

5. **Ingress, Egress, Utility and Buffer Easement.** Lessor hereby grants to Lessee a non-exclusive easement as shown on Exhibit A for ingress, egress, regress, utilities and buffer over property of Lessor adjacent to the Premises for construction and maintenance of the Structures on the Premises, for the installation, construction and maintenance of underground and above ground telephone, telegraph, and power lines in connection with its use of the Premises, access to the Premises from a public road and the right to remove and keep removed all trees within the clearing buffer area which endanger or interfere with the safety or operation of the Structures as shown on Exhibit A (the Easement). The term of this Easement shall commence upon the Commencement Date of this Lease and shall continue until the last to occur of (i) expiration of the Lease term, or (ii) removal by Lessee of all of its property from the Premises after expiration of the Lease term.

Lessee agrees to restore any damage done to property arising from Lessee's use of the Easement and occupancy of the Premises at Lessee's sole cost. Such restoration shall be done as soon as reasonably practicable and shall restore the damaged property as nearly as possible to the condition prior to the damage.

6. **Title and Quiet Possession.** To the best of Lessor's knowledge, without any inquiry of fact or public record, Lessor represents and covenants that Lessor owns the Premises and property subject to the Easement in fee simple, free and clear of all liens, encumbrances and restrictions of every kind and nature.

Lessor represents and warrants to Lessee that Lessor has the full right to make this Lease.

7. **Subordination, Attornment, and Nondisturbance.** Lessee agrees that, if requested by Lessor, this Lease shall be subject and subordinate to any mortgages or deeds of trust now or hereafter placed upon the Premises and to all modification thereto, and to all present and future advances made with respect to any such mortgage or deed of trust; provided that, Lessee's possession of the Premises shall not be disturbed so long as Lessee shall continue to perform its duties and obligations under this Lease and Lessee's obligation to perform such duties and obligations shall not be in any way increased or its rights diminished by the provisions of this paragraph. Lessee agrees to attorn to the mortgagee, trustee, or beneficiary under any such mortgage or deed of trust, and to the purchaser in a sale pursuant to the foreclosure thereof; provided that, Lessee's possession of the Premises shall not be disturbed so long as Lessee shall

continue to perform its duties and obligations under this Lease. Lessee's obligations hereunder are conditioned upon receipt by Lessee, within ten (10) business days of Lessee's notice of its intent to exercise the Option, or within ten (10) business days of the date of creation of any future mortgages or deeds of trust, of an Attornment and Nondisturbance Agreement in form reasonably acceptable to Lessee, executed and acknowledged by Lessor and the holder of any mortgage or deed of trust to which this Lease is, or shall become, subordinate.

8. Governmental Approvals and Compliance. During the Term of this Lease, Lessee shall comply with all applicable laws affecting the Premises. Lessee shall obtain any necessary governmental licenses or authorizations required for the construction and use of the Structures on the Premises and shall comply with government regulations applicable to its operations, including those of the FAA and FCC.

9. Assignment and Subleasing. Lessee shall have the right, without the consent of the Lessor, and without any adjustment of the rental as provided below, to assign this lease, or sublet any interest therein, to another governmental entity, but the making of any such sublease shall not release Lessee from any of Lessee's obligations hereunder. Lessee may assign its rights under this lease to any party other than a governmental entity with the prior written consent of the Lessor, which consent shall not be unreasonably withheld or delayed. If Lessee desires to enter into a sublease agreement with a non-governmental entity, Lessee agrees to pay Lessor as additional rent for the Premises during the term of the sublease, an amount equal to one-half (1/2) of the revenue received from the sublessee less the additional operation and maintenance costs incurred as a result of the sublease.

10. Notices. All notices, demands, requests, consents, approvals and other instruments required or permitted to be given pursuant to this Agreement shall be in writing, signed by the notifying party, or officer, agent or attorney of the notifying party, and shall be deemed to have been effective upon delivery if served personally, including but not limited to delivery by messenger, overnight courier service or by overnight express mail, or upon posting if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To Lessor: Town of Wake Forest
 301 S. Brooks Street
 Wake Forest, NC 27587
 Attn: Town Manager
 (With a copy to the City Attorney at the same address.)

To Lessee: Wake County
 P.O. Box 550
 Raleigh, NC 27602
 Attn: Information Services Director
 (With a copy to the County Attorney at the same address.)

The address to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

11. **Lessee Improvements.** Lessee shall have the right, at its sole expense, to make such improvements to the Premises as it may deem necessary, including site improvements and constructing Structures for the creation and operation of a telecommunications transmitter facility. All Lessee's improvements, including, but not limited to, all Structures, shall remain the property of Lessee. Upon termination of this Lease, Lessee shall restore the Premises to substantially the same condition as existed at the commencement of this Lease. Lessee, at the option of the Lessor, agrees that Lessee, at its sole cost, shall be required to remove any improvements which are permanent in nature, including but not limited to, foundations, footings, concrete, paving, gravel, vegetation, utilities, and tower upon termination. This Section 11 shall survive termination of the Lease.

12. **Insurance.** At all times during the Term of this Lease, Lessee shall maintain in full force a liability insurance policy covering Lessee's operations, activities and liabilities on the Premises, having or in combination, limits not less than One Million Dollars (\$1,000,000). Such policy shall name Lessor as an additional insured party. Lessee shall give Lessor a certificate of insurance evidencing that the insurance required under the Agreement is in force.

13. **Operating Expense.** Lessee shall fully and promptly pay for all water, gas, light, power, telephone service and other utilities furnished to the Premises and used by the Lessee throughout the term hereof, and for all other costs and expenses of every kind whatsoever in connection with the use, operation and maintenance of the Premises and all activities conducted thereon.

14. **Taxes.** Lessee shall pay any personal taxes assessed on, or any portion attributable to, the Tower and lessee's related facilities.

15. **Maintenance.** Lessee shall maintain the Premises in good condition and state of repair. Lessor shall maintain its property adjacent to the Premises in good condition and state of repair to avoid interference with Lessee's use of the Premises.

16. **Hold Harmless.** Lessee shall hold Lessor harmless from any liability (including reimbursement of reasonable legal fees and all costs) for damages to any person or any property in or upon the Premises at Lessee's invitation, or for damages to any person or property resulting from the physical structure or actions of Lessee (including damages caused by or resulting from the existence of the Structures on the Premises), unless such damages are caused by, or are the result of, the misconduct or negligence of Lessor or any of Lessor's agents, servants, employees or licenses. Notwithstanding any provisions herein to the contrary, it is understood and agreed that all property kept, installed, stored or maintained in or upon the Premises by Lessee shall be so installed, kept stored or maintained at the risk of Lessee. Lessor shall not be responsible for any loss or damage to equipment owned by Lessee which might result from tornadoes, lightning, wind storms, or other Acts of God; provided, however, Lessor shall be responsible for, and agrees to hold Lessee harmless from any liability for damages to any person or any property in or

upon the Premises arising out of the misconduct or negligence of Lessor or any of Lessor's agents, servants, employees or licensees, to the extent provided by law. Neither Lessor nor Lessee shall in any event be liable in damages for each other's business loss, business interruption or other consequential damages of whatever kind or nature, regardless of the cause of such damages, and each party, and anyone claiming by or through them, expressly waives all claims for such damages.

Lessee hereby agrees to indemnify and defend Lessor from and against any physical damage or personal liability, claims or damages, including attorney's fees, directly arising out of the activities of Lessee and its agents or the Premises and Easement so long as the Lease remains in effect.

17. **Lessee's Performance and Surrender.** Lessee shall pay the rent and all other sums required to be paid by Lessee hereunder in the amounts, at the times, and in the manner herein provided, and shall keep and perform all terms and conditions hereof on it part to be kept and performed, and at the expiration or sooner termination of this Lease, surrender to Lessor the Premises subject to the other provisions of this Lease.

18. **Lessee's Default.** Lessee's failure to pay any sum of money which Lessee is obligated to pay pursuant to this Lease; or its breach of any other agreement or obligations set forth herein; and such non-payment or breach shall continue and not be remedied within fifteen (15) days after Lessor shall have given Lessee written notice specifying the breach shall be a default under this Lease. In such an event Lessor may exercise all of its lawful rights or remedies which it may have, including but not limited to the following:

- (a) Terminate the Lease; or
- (b) Repossess the Premises without terminating the Lease.

All expenses of Lessor in repairing, restoring or altering the Premises and all other expenses incurred by Lessor, including reasonable attorney's fees shall be charged to and be a liability of Lessee.

All rights and remedies of Lessor are cumulative and the exercise of any one remedy shall not be an election excluding Lessor at any other time from exercise of a different or inconsistent remedy.

No waiver by Lessor of any covenant or condition shall be deemed to imply or constitute a further waiver of the same at a later time.

19. **Destruction of the Structures.** If during the term of the Lease the Structures are totally or partially damaged or destroyed from any cause, rendering the Premises totally or partially unacceptable or unusable, Lessee shall restore the structures to substantially the same condition as the Structures were in immediately before destruction; provided the restoration can

be made within six (6) months after the date of the damage or destruction. If the repairs cannot be made within six (6) months after the date of the damage or destruction, then Lessor may terminate this Lease upon thirty (30) days written notice given to Lessee. If Lessor elects to terminate the Lease, then Lessee shall remove all Structures and restore the Premises to substantially the same condition as existed at the commencement of this Lease at its sole cost and Lessee shall remain fully liable and responsible for any and all claims, damages or costs arising from such restoration. Failure by Lessee to restore the Premises shall constitute an event of default.

20. **Right to Terminate.** Lessee may terminate this Lease, at its option, after giving not less than thirty (30) days notice to Lessor, if:

- (a) any governmental agency denies a request by Lessee for or revokes a permit, license or approval which is required for Lessee to construct or operate any telecommunications facility on the Premises;
- (b) Lessee determines that technical problems or radio interference problems from other antennas or from nearby radio transmitting facilities, which problems cannot reasonably be corrected, preclude Lessee from using the Premises for its intended purpose;
- (c) Utilities necessary for Lessee's use of the Premises are not available to the Premises; or
- (d) The Premises are damaged or destroyed to an extent which prohibits or materially interferes with Lessee's use of the Premises.

In the event of termination by Lessee pursuant to this provision, Lessee shall be relieved of all further liability hereunder except its obligation to remove its improvements as provided herein. Any rental fees paid prior to said termination date shall be retained by Lessor.

21. **Binding on Successors.** The covenants and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties hereto.

22. **Access to Premises.** In addition to the Easement granted in Paragraph 4, Lessee and its engineers, officers, employees, agents and contractors shall have full access to the Premises during the Lease Term, consistent with Lessor's standard property security policy.

23. **Governing Law:** The parties intend that this Agreement and the relationship of the parties shall be governed by the laws of the State of North Carolina.

24. **Entire Agreement.** All of the representatives and obligations of the parties are contained herein, and no modification, waiver or amendment of this Agreement or any of its conditions or provisions shall be binding upon a party unless in writing signed by that party or a duly authorized agent of that party empowered by a written authority signed by that party. The waiver by any party of a breach of any provision of his Agreement shall not operate or be

construed as a waiver of any subsequent breach of that provision by the same party, or of any other provision by the same party, or of any other provision or condition of the Agreement.

25. **Oil, Gas and Mineral Rights.** Lessor does not grant, lease, let or demise hereby, but expressly excepts and reserves herefrom all rights to oil, gas and other minerals in, on or under and that might be produced or mined from the Premises; provided, however, that no drilling or other activity will be undertaken on the surface of the Premises to recover any oil, gas or minerals during the Term hereof. This Lease is given and accepted subject to the terms and provisions of any valid oil, gas and mineral lease covering the Premises or any part thereof, now of record in the office of the Wake County Clerk, provided, however, that any future oil, gas or mineral lease covering the above-described lands or any part thereof shall be in all respects subordinate and inferior to the rights, privileges, powers, options, immunities, and interests granted to Lessee under the terms of this Lease.

26. **Hazardous Waste.**

(a) The term Hazardous Materials shall mean any substance, material, waste, gas or particulate matter which is regulated by any local governmental authority, the State of North Carolina, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," or "restricted hazardous waste" under any provision of state or local law, (ii) petroleum, (iii) asbestos, (iv) polychlorinated biphenyl, (v) radioactive material, (vi) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. § 1251 et. seq. (33 U.S.C. § 1317), (vii) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et. seq. (42 U.S.C. §6903), or (viii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601 et. seq. (42 U.S.C. §9601). The term Environmental Laws shall mean all statutes specifically described in the foregoing sentence and all applicable federal, state and local environmental health and safety statutes, ordinances, codes, rules, regulations, orders and decrees regulating, relating to or imposing liability or standards concerning or in connection with Hazardous Materials.

(b) Lessee's Responsibility. Lessee covenants and agrees that the Premises will, at all times during its use or occupancy thereof, be kept and maintained so as to comply with all now existing or hereafter enacted Environmental Laws.

(c) Lessee's Liability. Lessee shall hold Lessor free, harmless, and indemnified from any penalty, fine, claim, demand, liability, cost, or charge whatsoever which Lessor shall incur, or which Lessor would otherwise incur, by reason of Lessee's failure to comply with this Section 26; including, but not limited to: (i) the cost of bringing the Premises into compliance with all Environmental Laws; (ii) the reasonable cost of all appropriate tests and examinations of the Premises to confirm that the Premises have been brought into compliance with all Environmental

Laws; and (iii) the reasonable fees and expenses of Lessor's attorneys, engineers, and consultants incurred by Lessor in enforcing and confirming compliance with this Section 26.

(d) **Lessor's Liability.** Provided, however, the foregoing covenants and undertakings of Lessee contained in this Section 26 shall not apply to any condition or matter constituting a violation of any Environmental Law: (i) which existed prior to the commencement of Lessee's use or occupancy of the Premises and was not caused, in whole or in part, by Lessee or Lessee's agents, employees, officers, partners, contractors, or invitees; or (ii) to the extent such violation is caused by, or results from, the acts or neglects of Lessor or Lessor's agents, employees, officers, partners, contractors, guests or invitees.

(e) **Lessee's Liability After Termination of Lease.** The covenants contained in this Section 26 shall survive the expiration or termination of this Lease and shall continue for so long as Lessor and its successors and assigns may be subject to any expense, liability, charge, penalty, or obligation against which Lessee has agreed to indemnify Lessor under this Section 26. Violation of the terms of this Section 26 by Lessee shall constitute an event of default under the Lease.

27. **Mechanic's Liens.** Lessee will not cause any mechanic's or materialman's lien to be placed on the Premises, and Lessee agree to indemnify, defend and hold harmless Lessor from any such lien from a party claiming by, through or under Lessee.

28. **Headings.** The headings of sections and subsections are for convenient reference only and shall not be deemed to limit, construe, affect, modify or alter the meaning of such sections or subsections.

29. **Severability.** If any section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of the Agreement or the application of same to parties or circumstances other than those to which it was held invalid or unenforceable, shall not be affected thereby and each remaining section, subsection, term or provision of this Agreement shall be valid or enforceable to the fullest extent permitted by law.

30. **Further Assurances.** Each of the parties agree to do such further acts and things and to execute and deliver such additional agreements and instruments as the other may reasonably require to consummate, evidence or confirm this Agreement or any other agreement contained herein in the manner contemplated hereby.

31. **Right to Register or Record.** Upon the request of Lessee, Lessor agrees to promptly execute and deliver to Lessee a Memorandum of Lease in recordable or registerable form setting forth the general terms of the Lease, and such other information as Lessee shall request.

32. **Interpretation.** Each party to this Agreement and its counsel have reviewed and revised this Agreement. The normal rule of construction to the effect that any ambiguities are to

be resolved against the drafting party shall not be employed in the interpretation of this Agreement or of any amendments or exhibits to this Agreement.

33. **Date of Agreement.** The parties acknowledge that certain obligations of Lessor and Lessee are to be performed within certain specified periods of time which are determined by reference to the date of execution of this Agreement. The parties therefore agree that wherever the term "date of execution of this Agreement." or words of similar import are used herein, they shall mean the date upon which this Agreement has been duly executed by Lessor or Lessee whichever is the later to so execute this Agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

TOWN OF WAKE FOREST

ATTEST:

KIP PADGETT
TOWN MANAGER

TERRY SAVARY
TOWN CLERK

Date:_____

WAKE COUNTY

ATTEST:

DAVID ELLIS
COUNTY MANAGER

YVONNE GILYARD
CLERK TO THE BOARD OF
COMMISSIONERS

Date:_____

Item Title: 800MHz Tower Lease Agreements

Specific Action Requested:

- 1. That the Board of Commissioners approves and authorizes the County Manager to execute a ground lease agreement on behalf of Wake County with the Town of Wake Forest for the operation of a 800MHz Radio Tower, subject to terms and conditions acceptable to the County Attorney.**
- 2. That the Board of Commissioners approves and authorizes the Board Chair to execute a First Amendment of Ground Lease with the Town of Apex and the Town of Cary for the operation of a 800MHz Radio Tower, subject to terms and conditions acceptable to the County Attorney.**

Item Summary:

Purpose: The Board of Commissioners must approve all multiyear lease agreements entered by the County.

Background: Wake County and the Town of Wake Forest previously signed a lease agreement ("Original Lease") for the construction and operation of a telecommunications facility (800MHz Radio Tower) effective October 1, 2002 through October 1, 2022. It is the intent of the parties to enter into this new Lease Agreement ("Wake Forest Lease") upon the same terms and conditions of the Original Lease. The term of this Lease shall be for a period of twenty (20) years, with an option to renew this Lease for one (1) additional term of twenty (20) years.

Wake County, the Town of Apex, and the Town of Cary previously signed a lease agreement ("Apex-Cary Lease") for the construction and operation of a telecommunications facility (800MHz Radio Tower) through July 17, 2048. A provision in this lease allows for co-location of communication equipment by Apex or Cary on the tower. The First Amendment of Ground Lease includes the structural and Radio Frequency studies required by the Apex-Cary Lease, and additional terms of use associated with the co-located equipment.

Board Goal: This action supports Goal PS 3: Provide sustainable, high-quality public safety and emergency management services to meet the community's current and future needs.

Fiscal Impact: There is no fiscal impact of this action.

Additional Information:

Pursuant to N.C.G.S. 160A-272, a city or county may approve a lease without treating that lease as a sale of property if it is associated with the siting and operation of a tower, as that term is defined in G.S. 146-29.2(a)(7), for communication purposes for a term up to 25 years. The Wake Forest Lease Agreement will allow the County to continue operating a telecommunications facility on the Town's property which serves as a platform for the County's 800 MHz public safety radio communication system. The 800 MHz public safety radio system is used by municipal police, fire, County law enforcement, and emergency medical services within Wake County with over 7,700 mobile and portable radios deployed. The Town of Wake Forest is expected to take this to their Council on May 7, 2024 for approval.

The Apex-Cary First Amendment of Ground Lease will document the fulfillment of obligations for structural and Radio Frequency studies required for co-location of equipment as outlined in the Apex-Cary Lease. The Apex-Cary First Amendment of Ground Lease also adds terms of use associated with the co-located equipment, including permitted use, co-located equipment costs, assignment or licensing of co-located equipment, access to the site, and electrical usage. The Town of Apex approved the First Amendment of Ground Lease at their April 23, 2024 Town Council meeting. The Town of Cary has confirmed that it has delegated staff authorization for this First Amendment of Ground Lease and has approved the same.

Attachments:

None.

RESOLUTION 2024-28

**800MHz TOWER LEASE AGREEMENT BETWEEN WAKE COUNTY AND THE
TOWN OF WAKE FOREST**

WHEREAS, Wake County and the Town of Wake Forest entered into an agreement in 2002 for the operation of a telecommunications tower on land owned by the Town; and,

WHEREAS, this tower is used to meet public safety and emergency management needs of the County and Town; and,

WHEREAS, Wake County requests to enter into another twenty-year lease agreement with an option to renew for an additional term of twenty years.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Town of Wake Forest hereby authorize the Town Manager to execute the attached lease agreement with Wake County.

Duly adopted this 7th Day of May 2024.

(ATTEST)

Vivian A. Jones, Mayor

Theresa Savary, Town Clerk



Board of Commissioners Work Session Agenda Item Report

Agenda Item No.: 2024-97-

Submitted by: Terry Savary

Submitting Department: Administration

Meeting Date: May 7, 2024

SUBJECT

CIP Project Tracker

Recommendation:

Item Summary:

ATTACHMENTS

- [CIP Project Tracker Q3_FY2023-2024.pdf](#)

PROJECT TITLE	PHASE	TOTAL PROJECT COST	PROJECT DESCRIPTION	DEPT & PROJECT MANAGER	COMPLETED YES / NO	EXPECTED COMPLETION	PROJECT UPDATE: Q3: January - March 2024
General Government							
Ailey Young House Rehabilitation	Construction	\$303,500	Preservation of the building Will provide an African American historical resource	Planning - Michelle Michael	No	FYE 2023	Phase 1 Archaeological Investigation for 0 and 300 N. White Street is complete. Request for Proposals for Ailey Young House Heritage Site/Gateway Park Master Plan is ready for release end of March. Proposals due late April 2024.
Town Hall Wayfinding Designs/Signage - Phase I		\$500,000	Design and create wayfinding signs consistent with branding image of the town to facilitate direction to town-operated parks, recreation, athletic or cultural destinations	Communications - Bill Crabtree	No	6/30/2024	Concluded meetings with NCDOT - Project is transitioning from Communications to Streets. Funding for Phase 1 (Downtown) to be included in FY 25 budget.
Information Technology							
Phone System Refresh	In Progress	\$200,000	Upgrade existing VoIP hardware and related networking gear.	Information Technology - Adam Oates	No	06/31/24	Phase one and two have been successfully completed. Currently, we are in the process of collaborating with our vendor to finalize the porting of the remaining phase into our new phone system, which encompasses approximately 130 phone numbers.
Work Order and Asset Management Software	In Progress	\$220,000	Software Upgrades	Information Technology - Adam Oates	No	6/30/2025	Training is currently underway for the first three departments: Urban Forestry, Streets, and Park Maintenance. We anticipate going live within the next month. The subsequent phase is scheduled to commence in July.
Public Facilities							
Town Hall - Lighting & Leak Repair		\$321,000	Replace Eaton Controls with Enlightened Lighting Controls: Two Floors (FY 22-23); Repair leak above north exit and Taylor Street Entrance (FY 22-23)	Public Facilities – Mickey Rochelle	yes	6/30/2023	Lighting controls have been completed with RAB instead of Enlightened due to ease of use and part availability. Leak repair has been completed.
Fire Training Deck Rebuild		\$48,000	Remove and rebuild deck on training conex units	Public Facilities – Mickey Rochelle	yes	6/30/2023	Training deck is completed and being used.
Storage Shelter Warehouse		\$125,000	Construct shelter to store electrical wire out of the elements.	Public Facilities – Mickey Rochelle	No	6/30/2024	Site plan approved and engineered shelter drawings are in process.

Town Hall Upfits - (FY 23-24)		\$150,000		Public Facilities – Mickey Rochelle	No	6/30/2023	Requested fitups are complete. May be others coming.
Police							
License Plate Reader System		\$157,500	Installation of fixed automatic license plate reader systems throughout the town.	Police - Jeff Leonard	Yes	Ongoing	LPR systems are in place and working.
Fire							
Fire Logistics Facility		\$4,500,000	Warehouse space needed to store reserve equipment and supplies.	Fire - Ron Early	No	Ongoing	Site plan being reviewed by planning. Roadway plans sent to NCDOT. Building plans being finalized for review.
Greenway, Transportation & Pedestrian Access							
Traffic Pedestrian Signals	In Progress	\$385,000	Traffic signals design and installation at several intersections: Heritage Lake Road and Friendship Chapel Road Forestville Road and Song Sparrow Road Wait Avenue and Middlegame	Engineering - Min Htun	No	6/30/2024	Wait Avenue and Middlegame will be finalized in 3 months. Forestville and Song Sparrow is at 60% design.
Dunn Creek Greenway, Phase 3	Construction	\$4,380,000	Construction of greenway (Town property to NC 98 Business to Oak Grove Church Road) 1.9 mile trail connection to Ailey Young Park	Engineering - Nick Nolte	No	Ongoing	CEI Scope and Fee contract signatures underway. Expected to go to bid in June for construction.
Smith Creek Greenway, Phase 2	Design, Right-of-way, Construction	\$4,765,000	1.1 miles of greenway trail and trailhead with parking providing connection between existing trails. This segment will provide a connection from Ligon Mill Road to Burlington Mills Road and ultimately to Raleigh's Neuse River Greenway via the Wake Forest Connector bridge	Planning - Courtney Tanner	Yes	12/31/2022	RFP to update plans and permits posted.
Dunn Creek Greenway, Phase 4	Construction	\$1,260,000	0.55 miles of greenway trail within Flaherty Park. The section provides connection to the existing Del Webb section of Dunn Creek, the existing Orchards at Traditions section of Dunn Creek, and Flaherty Farms apartments for the seminary.	Engineering - Nick Nolte	Yes	10/31/2022	CEI Scope and Fee contract signatures underway. Expected to go to bid in June for construction.
Smith Creek Greenway, Phase 3	Design, Right-of-way, Construction	\$2,545,000	0.8 miles of greenway trail, Provides connection between existing trails. The section will provide a connection from the Smith/Sanford Creek Greenway junction to Ligon Mill Road.	Planning - Courtney Tanner	No	12/31/2021	RFP to update plans and permits posted.

Ligon Mill Road Operational Improvements	Construction	\$3,781,500	Construction of Complete Streets and Operational Improvements along Ligon Mill Road from S. Main Street to the Walmart Driveway. This project consists of widening to a 4-lane, median-divided roadway with bike lanes, extra-large sidewalks, curb and gutter and intersection improvements at S. Main Street.	Engineering - Min Htun	No	12/31/2024	Finalizing reimbursement
Bus Shelter Installation	Construction	\$300,000	Installation of three bus shelters and amenities at stops along the Wake Forest Loop.	Planning - Emma Linn	No	Ongoing	Due to the Microtransit Pilot program, the CFA grant funding for the installation of bus shelters has been suspended at this time.
Ligon Mill Road Underpass	Design	\$325,000	Project B-5318 replaces the bridge over smith creek and realigns and widens part of Ligon Mill road. The project constructs the Smith Creek Greenway underpass.	Engineering - Steven Meyer	No	6/15/2025	Contract awarded 12/2022 Construction Start Summer 2023 Summer 2024 - Expected closures coordinating with Wake County and Wake Forest Fire and Communications
Forbes Property Improvements		\$74,700	Reimbursement Agreement (3 year) for traffic signal and roadwork improvements associated with Blue Bird Ln	Engineering - Allison Snyder	No	Ongoing	Two payments completed - One more invoice request expected for FY 25.
Parks, Recreation and Cultural Resources							
Flaherty Field #2	Project started March 4, 2024.	\$944,000	Upgrades include: New dugouts, ADA ramp, new bleachers, entrance enhancement, backstop, signage, staircase, bullpens, some fencing and landscaping.	PRCR - Ruben Wall	NO	7/30/2024	Construction has started. Fencing dismantled. Concrete poured for new dugouts and bleachers. Monthly on-site project meetings continue.
Asset Maintenance							
Flaherty Park Dam Maintenance and Repair	Construction	\$1,010,200	Remove pond dam and repair stream. (ARPA funds)	Engineering - Steven Meyer	No	12/31/2024	Bidding Complete 2.15.2024 Proposed for Board Approval 4.2.2024 Anticipated Construction Summer 2024 Anticipated Completion Fall 2024
Wake Forest Reservoir Improvements	Design	\$4,478,500	Dam upfits, Dam inspections, Spillway upfits, Lagoon Decommissioning, Park Improvements: Parking lot, boat ramp, and dock. New Bridges.	Engineering - Allison Snyder	No	6/30/2025	60% design - plans have been submitted to IDT. Construction currently slated for Fall 2024.
Sidewalk Replacement	In Progress	\$50,000	Replace deteriorated, broken and/or uneven sidewalks.	Public Works - Streets Tim Bailey	No	6/30/2022	510 LF of sidewalk replaced

Street Maintenance and Resurfacing	In Progress	\$5,800,000	Staff is recommending to allocate a portion of 2022 Bond referendum for additional street resurfacing and maintenance. Contracting of planning and rehabilitation is scheduled for FY19/20, completion in FY20/21 and then work to begin in FY21/22. (Includes Procurement, installation, and data management of pedestrian and bicycle counters along Town Greenways as well as pavement markings for seven street bicycle lanes and sharrow segments in Downtown.) Phase 1 started with a 5.5 million dollar purchase agreement in FY 23-24.	Engineering - Min Htun	No	Ongoing	Concrete Construction is complete - Asphalt milling is 80% complete. Change order requested due to age of streets. Otherwise project is ongoing and on schedule.
Stormwater Infrastructure Maintenance and Funding	In Progress	\$150,000	Stormwater Infrastructure Assessment for the continual maintenance of Town owned and maintained stormwater infrastructure by the Town of Wake Forest. Work to be conducted by both Town staff and outside contractor. Specific areas will be identified as operating budget is prepared.	Engineering - Nick Nolte	No	Ongoing	Contract has been signed for Juniper area to utilize these funds. Stormwater Utility approved in January 2024.
Neighborhood Drainage Improvements - Home Gardens	Not Started	\$50,000	This project should address the existing drainage issue between Wake Drive and Forest Drive by rerouting storm drainage to avoid stormwater inundation of the properties and the street. Providing funds for this specific location, in addition to the annual program that addresses various deficiencies throughout Wake Forest within the municipal drainage system, assists in the safe and efficient management of stormwater.	Engineering - Nick Nolte	No	Ongoing	Reallocated for FY 24-25
Neighborhood Drainage Improvements - Cardinal Hills	Not Started	\$50,000	This project should investigate the capacity of the existing stormwater system to avoid stormwater inundation of the properties and the street. Providing funds for this specific location, in addition to the annual program that addresses various deficiencies throughout Wake Forest within the municipal drainage system, assists in the safe and efficient management of stormwater.	Engineering - Nick Nolte	No	6/15/2025	Reallocated for FY 24-25
Wake Forest Power							
Line Construction/ System Improvements	In Progress	\$1,000,000	*Extend and upgrade the Electrical Distribution System	Wake Forest Power Chris Terrell	No	Annual	Working on line extensions for grove 98 SE Wake Med and Holding village phase 10
LED Conversion	In Progress	\$125,000	Convert every light to LED over next 3-5 years	Wake Forest Power Chris Terrell	No	Annual	Convert lights that need to be repaired changed 12 lights out.

Transportation New Sidewalk Projects	In Progress	\$50,000	Streets to install missing sidewalk as identified by Town staff or through the CTP.	Public Works- Streets Tim Bailey	No	Ongoing	Installed 85' Lf to connect sidewalk on Cimmarron Parkway
Transportation Roadway Lighting		\$100,000	Lighting Town roadways according to NCDOT and Association of State Highways and Transportation (ASHTO) standards	Public Works- Streets Tim Bailey	No	Ongoing	None this qtr
Major Capital Projects							
Completed Projects							
W. Oak Avenue Pedestrian Underpass	Complete	\$168,000	*Pedestrian connections along W. Oak Ave: N. Wingate to N. Main Street	Administration Candace Davis	Yes	6/30/2016	
Rogers Road Widening & Pedestrian Underpass	Complete	\$1,755,500	*Pedestrian underpass to connect Smith Creek Greenway and sidewalk on Rogers Rd	Administration Candace Davis	Yes	11/8/2016	
Athletic Fields Lighting System Replacement/ Installation*	Complete	\$1,279,000	*Replacement plan for lighting at athletic fields	Parks, Recreation & Cultural Resources Ed Austin	Yes	1/31/2017	
Public Safety OSSI System Refresh	Complete	\$40,000	*Upgrade existing OSSI hardware and operating systems	IT Tom LaBarge	Yes	2/15/2017	
Renaissance Centre Renovations Phase 1	Complete	\$1,237,000	*upgrade and renovate areas to improve ability to satisfy the needs of different users	Public Facilities Mickey Rochelle	Yes	3/10/2017	
Hedrick Property Purchase	Complete	\$595,515	N/A	Public Works	Yes	9/5/2017	
Spray grounds/ Water Features*	Complete	\$411,268	*New spray ground water features at Smith Creek, Flaherty Park, and Future Center	Parks, Recreation & Cultural Resources Ruben Wall	Yes	9/8/2017	
Installation of Irrigation and Sod at Flaherty Park Baseball/ Softball Fields*	Complete	\$138,000	*Building sand-based grass infield *Grading of entire field *Installation of hybrid sod on Field 2	Parks, Recreation & Cultural Resources Ruben Wall	Yes	11/30/2017	
Renaissance Centre Renovations Phase 2	Complete	\$995,800	*upgrade and renovate areas to improve ability to satisfy the needs of different users	Public Facilities Mickey Rochelle	Yes	4/21/2018	
Communication Center Hardware Upgrade/ Vista 911	Complete	\$180,000	*Upgrade current hardware to receive 911 transfers and landline/cellular information, provide analytics	IT Jeff Leonard	Yes	6/30/2018	
Security systems for Flaherty Community Center, Holding Community House, and Parks and Recreation	Complete	\$137,500	*Security alarms and cameras *Install card access at remaining buildings	Public Facilities Mickey Rochelle	Yes	6/30/2018	

Equipment/Materials Storage Building	Complete	TBD	Add Storage Building at Heritage Park / Reduce Time Transporting Equipment from Maintenance Shop	Parks, Recreation & Cultural Resources Ruben Wall	Yes	6/30/2018	
Smith Creek Stream Bank Repair	Complete	\$200,000	* Repair of approximately 200 LF of stream bank due to damage from Hurricane Matthew. *Working with FEMA on 404/406 funding	Public Works - Carrie Mitchell	Yes	7/18/2018	
Athletic Court Reconstruction*	Complete	\$62,500	*Reconstruction of Tyler Run and Ailey Young basketball courts	Parks, Recreation & Cultural Resources Ruben Wall/Josh Glover	Yes	9/4/2018	
Holding Park Pool and Playground Renovation	Complete	\$2,929,000	*Renovation of Holding Park pool *Improved /more accessible playground with improved drainage system	Parks, Recreation & Cultural Resources Ruben Wall	Yes	9/15/2018	
Dunn Creek Greenway - Downtown Connector	Complete	\$1,491,500	*Construction of a 10' wide greenway (approximately .36 miles) from the NC 98 (Dr. Calvin Jones Highway) pedestrian culvert (approximately 9 feet wide, 8 feet high) north to town property and spurs to the west, connecting to existing sidewalks within Cardinal Park and Deacons Ridge subdivisions.	Administration Candace Davis	Yes	10/31/2018	
Smith and Sanford Creek Greenway	Complete	\$6,054,935	*Construction of a continuous pedestrian facility consisting of approximately 2.4 miles of greenway trail and 1.25 miles of sidewalk and multi-use path in the vicinity of Heritage Elementary, Middle, and High Schools. This project connects major activity centers in Wake Forest.	Administration Candace Davis	Yes	10/31/2018	
Road Connections	Complete	\$8,286,000	*Street Connections Project includes: Forest Rd, Royal Mill, Police Parking Lot, Curb and Gutter in SFBP, striping on Retail Dr.	Community Development	Yes	11/17/2018	
Road Connections	Complete	\$8,286,000	Roadway connections: Forest Road, Royal Mill connection in Traditions, Heritage Branch and Rogers Road	Public Works – Engineering - Jonathan Jacobs	Yes	1/31/2019	
North Main Stormwater Repair and Roadway Rehabilitation	Complete	TBD	Relocate and replace failing stormwater pipe and box between North Main St., N. College St. and N. Wingate St. Upgrade existing boxes on North Main Street (US1A) to current standards with hood and grade, re-granite curb as needed, and resurface street to minimize flooding.	Public Works – Engineering - Jonathan Jacobs	Yes	4/30/2019	
Richland Creek Stream Restoration, phase 2 (The Cottage)	Complete	\$100,000	Repair of approx. 150 LF of stream bank and greenway undercut due to Hurricane Matthew. FEMA approved \$16,000 for reimbursement	Public Works – Engineering Joe Guckavan	Yes	7/31/2019	
Joyner Park Phase 2	Complete	\$11,880,930	Master Plan for Joyner Park Community Center and other improvements to the park	Parks, Recreation & Cultural Resources Ruben Wall	Yes	8/31/2019	

Comprehensive Transportation Plan	Complete	\$199,363	*Multimodal Transportation Plan	Planning	Yes	11/30/2019	
Downtown Improvements Phase 3	Complete	\$5,600,000	Continue implementing the Renaissance Plan for the Downtown section of Wake Forest; improvements to streets and landscaping within the downtown area. Phase 3 of the project consists of street and landscape improvements along South White Street: East Holding Avenue to Elm Avenue and East Owen Avenue: South White Street to Brooks Street. There are five sections included in the overall effort: 1) S. White Street, 2a) East Owen Avenue, 2b) East Jones Avenue, 2c) Wait Avenue, 3) Brooks Street, 4) North White Street, and 5) Front Street intersection.	Administration Candace Davis	Yes	12/6/2019	
Richland Creek Stream Repair 2017	Complete	\$116,950	Repair of approximately 150 LF of stream bank and greenway undercut due to Hurricane Matthew. FEMA approved \$16,000 for reimbursement	Public Works – Engineering Joe Guckavan	Yes	1/31/2020	
Senior Center Expansion	Complete	\$4,861,300	Exercise room addition Roof replacement for existing facility Multipurpose room addition HVAC Replacement	Public Facilities Mickey Rochelle	Yes	2/3/2020	
Board Chambers A/V Camera System	Complete	TBD	Update existing audio visual, camera and sound system in the Board Chambers for televising meetings	Administration Aileen Staples	Yes	3/1/2020	
Dog Park Upgrades	Complete	\$155,000	New configuration, shade structures, fencing, water fountains, and ADA access	Parks, Recreation, & Cultural Resources Josh Glover	Yes	3/20/2020	
Installation of Irrigation and Sod Flaherty Park Field #3	Complete	\$60,000	Grading and sod installation in the outfield portion.	Parks, Recreation, & Cultural Resources Josh Glover	Yes	7/30/2020	
North White Street Landfill - Cap Construction	Complete	\$565,000	In July 2017, the town received a notice of violation (from NCDEQ - Solid Waste Section) of minimal levels of contaminants and was directed to put together a corrective action plan (CAP).	Public Works- Magda Holloway/Jeanette Johnson	Yes	7/30/2020	
Priority Pedestrian Corridors: Wait & West Oak Avenue	Complete	\$3,800,000	Construction of pedestrian connections along Wait Avenue and West Oak Avenue. This project consists of sidewalk on Wait Avenue from S. Allen Drive to east of Dunn Creek connecting to existing sidewalk, upgrading the intersection of S. Allen and Wait Ave with Pedestrian Signals, installation of sidewalk and multi-use path on West Oak Avenue, with a new connection to Joyner Park.	Public Works – Engineering Jonathan Jacobs	Yes	12/31/2020	

Stadium Drive Complete Street	Complete	\$10,643,800	Construction of Complete Streets and widening along Stadium Drive from Capital Blvd to Wingate Street. This project consists of turn lanes, curbs/gutters, wider shoulders, improved pedestrian access, new transit stops, benches, and a bus shelter.	Public Works – Engineering Jonathan Jacobs	Yes	12/31/2020	
Forestville Road Pedestrian Underpass	Complete	\$349,000	*Pedestrian underpass to connect Sanford Creek Greenway and sidewalk on Forestville Road *Bridge Replacement	Administration Candace Davis	Yes	6/30/2021	
Fiber Infrastructure Project	Complete	\$2,496,158	Interconnect Town sites with a fiber network infrastructure	IT Adam Oates	Yes	9/1/2021	
Endeavor Charter School	Complete	\$750,000	Offsite infrastructure Improvements related to the Traffic Impact Analysis submitted in June 2020 and providing safe ingress and egress to the newly expanded school. (Intersection of Burlington Mills Road and One World Way)	Engineering - Joe Guckavan	n/a	11/30/2021	
Northeast Community Plan	Complete	\$93,715	Update to the 2007 Northeast Neighborhood Plan	Planning Michelle Michael	Yes	12/7/2021	
Ailey Young Dam Removal & Stream Repair	Complete	\$817,105	Remove pond dam Repair stream	Engineering Joe Guckavan	No	12/31/2021	
Greenway and Park Signage, Phase 1	Complete	\$1,082,500	*Wayfinding, phase 1- Sign implementation across greenways and parks	Public Works	Yes	9/30/2022	
Community Plan	Complete	\$206,760	Update to the 2009 Community Plan	Planning Jennifer Currin	yes	Spring 2022	
Public Works Operations Center (Renovation/Upgrade)	Complete	\$16,110,000	Expansion of the Operations Center	Public Facilities Mickey Rochelle	No	TBD	
Rogers Branch Installment	Complete	\$759,900	Extension of Rogers Branch Road from its current dead end to the intersection of Foundation Drive and Forestville Road	Engineering - Joe Guckavan	n/a	TBD	
Downtown Underground Conversion - Wait Ave	Complete	\$250,000	Convert overhead lines to underground to keep with aesthetics and help with outages caused by wind, trees or animals.	Wake Forest Power Chris Terrell	No	ongoing	
Electric Building Improvements - 5301 Unicon Dr.	Complete	\$149,500	Electric Department Building including building remodel and construction retrofitting	Public Facilities- Mickey Rochelle	No		
Town Hall - Carpet Replacement/Renovations/Office Upfits	Complete	\$277,300	Carpet Replacement and office upfits for Town Hall to be completed in FY 21-22	Public Facilities – Mickey Rochelle	Yes	6/30/2022	



Board of Commissioners Work Session Agenda Item Report

Agenda Item No.: 2024-164-
Submitted by: Lisa Hayes
Submitting Department:
Meeting Date: May 7, 2024

SUBJECT

Strategic Plan Quarterly Tracker_Q3 FYE2024

Recommendation:

Item Summary:

ATTACHMENTS

- [StrategicPlanTracker_Q3 FYE2024.pdf](#)

Town of Wake Forest Strategic Plan
Quarterly Updates

Instructions

Initiatives may be added or modified each quarter. Priorities are adopted by the Board of Commissioners and will not be modified.

Legend

Continuous Initiatives

Complete Initiatives

2022-2027 Strategic Plan

Adopted on March 15, 2022

Effective Date July 1, 2022

Link to website: <https://www.wakeforestnc.gov/strategic-plan>

GOAL 1: Sustaining Excellent Town Services

Priority: Develop strategies to attract and retain Town staff, including outreach and workforce development opportunities for high school students

Department	Initiatives	Q1 UPDATES	JUL 2023 - SEP 2023	Q2 UPDATES	OCT 2023 - DEC 2023	Q3 UPDATES	JAN 2024 - MAR 2024	Q4 UPDATES	APR 2024 - JUN 2024
1. Human Resources	Work cooperatively with the Organizational Performance team to further build out the Employee Recognition Program.	Ongoing - Remains in development. Working cooperatively with Organizational Performance team.		41 employees recognized for their 1st quarter commitment to the core value of "Caring". The "Powering Performance" employee newsletter highlighted work and accomplishments of two departments and seven employees.		36 employees recognized for their 2nd quarter commitment to the core value of "Commitment". The "Powering Performance" employee newsletter highlighted work and accomplishments of three departments and four employees.			
2. Human Resources	Will continue to review benefit offerings to remain strategic and at the forefront of creative initiatives that are attractive to employees.	Ongoing - Next discussion on this subject scheduled for December. Next annual employee survey scheduled for January 2024.		Annual employee survey scheduled for January 2024. Ongoing		Ongoing. Continue to offer Benefits, Bagels and Berries each quarter.			
3. All	Internship & Apprentice programs to introduce students to opportunities in local government and help them gain experience for future employment. To include high school students age 18 or older.	Police Department - Tyler Main served with the department as an intern prior to beginning BLET as a police recruit. Inspections - Intern Seth Via has been hired to fill the Inspections Apprenticeship position. The Renaissance Centre hosted Wake County Public Schools sophomores and juniors for a Careers in Arts talk. Centre staff and professional artists shared their day-to-day responsibilities and talked about opportunities in the visual and performing arts as a career. Organizational Performance met with students from North Wake College and Career Academy to discuss local government employment and career opportunities.		Inspections apprentice (Seth) attended and passed his Mechanical Level I class.		Engineering spoke at senior level engineering class about municipal engineering. Continue to offer internships throughout the organization.			
4. All	Continue to work with employees to grow and learn from one another (interdivision/interdepartmental experience and education).	Two Planning Department staff are taking classes at UNC's School of Government to sit for the CZO exam this fall. Inspections - A member of the Public Works division shadowed inspectors at various times during the month of August. We have two directors attending University of North Carolina's School of Government Municipal and County Administration Course.		Public Works Solid Waste staff visited with the Inspections staff to learn more about Inspections.		Police Lieutenant Aaron Bitting attended AXON's 5-day TASER Master Instructor Certification School in Los Angeles, California. Out of 120 students from all over the United States, LT Bitting was nominated and unanimously chosen to receive the most prestigious Leadership and Training Award of AXON Training after receiving the training. Public Works facilitated a team tour for employees to the Landfill and the Material Recovery Facility learn about waste and recycling. Development Services continues to meet every other Thursday to learn about each others role.			
5. All	Teambuilding and retention strategies	Public Works- Cross training employees in efforts to build skillsets. Organizational Performance focused on recognizing outstanding employees through the quarterly Austin T. Smith Core Values Award Program, Gift Card Recognition Program, and Quarterly Powering Performance Newsletters. Received 46 Core Values nominations in August and recognized 22 employees via our Gift Card Recognition Program.		Public Works had a department lunch where we were able to discuss work items and spend time with one another. Many Public Works employees have completed desired training and have also been able to receive their CDL license through the department's training. The employee newsletter is focusing on different departments in each edition to build teamwork and a global view.		Public Works had a staff member obtain their CDL drivers license which adds to the multiple staff members who have obtained and added the "tanker endorsement" to their CDL. Solid Waste staff have signed up for professional development classes.			
6. Human Resources	Will continue to work to address initial exposure to the organization by developing onboarding programs that are technologically advanced and attractive to new employees.	Ongoing - Onboarding program is complete.		Ongoing - Onboarding program is complete.					
7. Human Resources	Work with the internal Wellness Committee to introduce the workforce to a day of Wellness featuring Fiscal Wellness and well-being to also include Art, Meditation, Yoga, etc. - this event is being planned for Spring 2023 in line with Open Enrollment initiatives.	Complete. Possible consideration for another similar event, subject to employee survey results in 2024.							

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8. Engineering	Restructure positions to encourage team approach and develop career growth ladders for each area of expertise.	Complete			
Priority: Evaluate cost effective solutions for Town Services					
Department	Initiatives	Q1 UPDATESJUL 2023 - SEP 2023	Q2 UPDATESOCT 2023 - DEC 2023	Q3 UPDATESJAN 2024 - MAR 2024	Q4 UPDATESAPR 2024 - JUN 2024
1. Finance (Administration)	Update impact fees - fire and parks and recreation. Last updates were in 2016 - these fees help pay for cost of capital improvements resulting from growth.	Fire impact fee update complete and presented to Board of Commissioners at September 5 work session. Presented to Planning Board on September 12. Public hearing and approval of updated fees scheduled for October 17. Effective date will be January 2024. Parks and Recreation impact fee in the process of being updated.	Updated fire impact fees approved and are effective January 1, 2024. Parks and Recreation impact fee study is being finalized with update/report to staff and Board next quarter. The Board approved moving forward with developing a Transportation impact fee program.	Staff has received draft Parks and Recreation impact fee update report and will be scheduling time to review with consultant early next quarter. Data submitted to consultant to begin working on Transportation impact fee development.	
2. Engineering	Continue exploration of stormwater utility (and fee) to cover (or offset) costs of stormwater improvements.	A Stormwater Utility Working Group was established to provide feedback and perspective from a wide cross section of representatives. The group has met five times, with one remaining meeting, and a presentation to the Board of Commissioners with final recommendations scheduled for November.	The stormwater utility was approved at the November regular meeting. A second reading was held and approved at the regular meeting in December. Staff will coordinate with both Franklin and Wake Counties to establish fee on tax bills after July 1, 2024. Stormwater Utility Fund will be established with FY 2024-2025 Proposed Annual Budget.	Coordination between Wake and Franklin occurred. Budget developed and impervious surface was updated following adoption. Anticipated \$4m per year of revenue.	
3. Finance (Budget)	Continue to analyze cost of providing solid waste/recycling/electricity and update fee accordingly.	Electric rate increase approved in March 2023, implemented September 1.	City of Raleigh is increasing billing fee for solid waste for FY 24-25 - staff reviewing impact and will consider increase for FY 25 proposed budget. In addition, a minimal electric rate increase (energy charge) may be included to cover increased costs.	Reviewing fees as part of FY 25 budget preparation. Considering \$1 increase to solid waste fee and a slight increase to residential energy charge in electric.	
4. Public Works	Seek opportunities for sustainable developments that support economic interests for the Town and still continue to support community members. For example, grants for recycling cart upgrades and recycling education.	Hosting Town staff tours of South Wake Municipal Landfill and Waste Management's Material Recovery Facility (recycling center). Town booth at Senior Expo focused on litter prevention.	Public Works is developing plans to divert more waste types from landfills. Additionally, the department has been working on increased education to ensure proper use of programs in addition to teaching self sufficient programs or "at home" waste minimization practices. We have plans to apply for upcoming grant opportunities.	Applied for a grant in solid waste for recycling education mailer magnets. Also submitted a request for an Electric Vehicle in the CIP.	
5. Wake Forest Power	Working with ElectriCities exploring joint purchasing of inventory and streamline specs for certain common items to make them more universal.	Ongoing	This is ongoing and has worked on order transformers and underground primary wire.	Ongoing	
6. Human Resources	Continued solicitation of cost savings ideas through the Cost Savings and Innovation Program.	Ongoing - currently in re-development.	Ongoing - currently in re-development.	Ongoing - currently in re-development.	
7. Inspections	Maintain next day inspection policy.	Inspections continues to perform next day inspections 99% of the time.	Inspections continues to perform next day inspections 99% of the time.	Inspections continues to perform next day inspections 99% of the time.	
Priority: Maintain public safety response time as road conditions change					
Department	Initiatives	Q1 UPDATESJUL 2023 - SEP 2023	Q2 UPDATESOCT 2023 - DEC 2023	Q3 UPDATESJAN 2024 - MAR 2024	Q4 UPDATESAPR 2024 - JUN 2024
1. Police/Fire	Share real-time road conditions between officers in the field and the Communications Center; maintain minimum staffing to ensure adequate response times.	Police Department has ensured that minimum staffing is maintained while training several new officers. Officers and Communications Center communicate road conditions to ensure fastest response times and communicate road issues to inform citizens.	Police Department has ensured that minimum staffing is maintained while training several new officers. Officers and Communications Center communicate road conditions to ensure fastest response times and communicate road issues to inform citizens.	Program is ongoing.	
2. Engineering	Develop pavement management program to maximize life of roadways and improve derogated roads.	Complete			
GOAL 2: Creating Accessible Housing Opportunities					
Priority: Develop an Affordable Housing Plan					
Department	Initiatives	Q1 UPDATESJUL 2023 - SEP 2023	Q2 UPDATESOCT 2023 - DEC 2023	Q3 UPDATESJAN 2024 - MAR 2024	Q4 UPDATESAPR 2024 - JUN 2024
1. Planning	Develop a Housing Affordability Plan.	Complete			
Priority: Develop a plan to actively advocate for redevelopment of quality public housing					



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Department	Initiatives	Q1 UPDATES JUL 2023 - SEP 2023	Q2 UPDATES OCT 2023 - DEC 2023	Q3 UPDATES JAN 2024 - MAR 2024	Q4 UPDATES APR 2024 - JUN 2024
1. Planning	Engage in conversations with Wake County Housing Authority regarding the Rental Assistance Demonstration (RAD) program.	Ongoing - conversations at staff level.	Ongoing. Wake County Housing Authority will conduct a physical needs assessment to determine future steps.	Ongoing - conversations at staff level.	
Priority: Preserve naturally occurring affordable housing					
Department	Initiatives	Q1 UPDATES JUL 2023 - SEP 2023	Q2 UPDATES OCT 2023 - DEC 2023	Q3 UPDATES JAN 2024 - MAR 2024	Q4 UPDATES APR 2024 - JUN 2024
1. Inspections	Minimum Housing Program.	Inspections continues to enforce the Minimum Housing Code Ordinance. Larry Rochelle, current president of the NC Association of Housing Code Officials (NCAHCO), attended a board meeting in Durham.	Planning opened a minimum housing case for the former Wellington Park site. NCAHCO held the annual conference at Kitty Hawk October 1-4. Larry was re-elected President for a 3rd term.	NCAHCO hosted a con-ed class for housing code officials throughout the state at the Renaissance Centre taught by Marvin Weathers on March 7th. We had 45 people in attendance.	
2. Planning	Implement the Town's Housing Rehab. Program.	Contract for FY24 has been executed for housing rehab program for \$50,000.	Program is ongoing.	Program is ongoing.	
3. Planning	Develop SOPs for nuisance violations.	Complete			
GOAL 3: Fostering a Safe, Diverse, and Welcoming Community					
Priority: Create new and improved gateways and wayfinding					
Department	Initiatives	Q1 UPDATES JUL 2023 - SEP 2023	Q2 UPDATES OCT 2023 - DEC 2023	Q3 UPDATES JAN 2024 - MAR 2024	Q4 UPDATES APR 2024 - JUN 2024
1. Engineering	Construct greenways as part of bond referendum.	Dunn Creek Greenway Phases 3 and 4 are on track to begin construction Spring '24.	Dunn Creek Greenway Phases 3 and 4 are on track to begin construction Spring '24.	Dunn Creek Greenway Phases 3 and 4 are on track to begin construction Spring '24.	
2. Communications	Lead an initiative working with departments, advisory boards, consultants and stakeholders to identify areas where additional wayfinding and gateway signage may be beneficial.	Ongoing. Costs to be updated accordingly in CIP update.	MERJE conducted onsite field surveys of sign locations with Town staff, then completed sign location planning and provided programming documents, including location details, message schedule, and location plan. MERJE also submitted gateway signage options for BOC consideration.	MERJE, along with Communications and Public Works staff, is working with NCDOT regarding placement of signs and specifications. Funds to be included in FY 25 budget for phase I which includes downtown area.	
3. Police	Patrol greenways and parks to enhance the sense of safety in the community; Water Giveaway Program in greenways.	Police Department Community Resource Officers continue to patrol greenways and parks.	Police Department Community Resource Officers continue to patrol greenways and parks.	Program is ongoing.	
Priority: Implement action items from the Northeast Area Plan					
Department	Initiatives	Q1 UPDATES JUL 2023 - SEP 2023	Q2 UPDATES OCT 2023 - DEC 2023	Q3 UPDATES JAN 2024 - MAR 2024	Q4 UPDATES APR 2024 - JUN 2024
1. All	Identify action items to evaluate during the UDO update process.	Identification of action items ongoing.	Identification of action items ongoing.	Identification of action items ongoing.	
2. Planning	Focus additional residential and non-residential growth as per Future Land Use Map recommendations and explore rezoning targeted parcels to accommodate and encourage non-residential uses. (Short to Medium)	Parcels will be rezoned as part of the UDO and zoning map update. As part of this update process, this initiative will be evaluated.	Parcels will be rezoned as part of the UDO and zoning map update. This initiative will be evaluated as part of the UDO update.	Parcels will be rezoned as part of the UDO and zoning map update. This initiative will be evaluated as part of the UDO update.	
3. Planning	Research potential in-fill development sites that could support future affordable housing development. (Short)	This project is currently ongoing.	This project is currently ongoing. The Land Disposition Policy was approved by the Board of Commissioners this quarter and will help implement this initiative.	This project is currently ongoing.	
4. Planning	Establish an overlay zoning district to align new construction with existing orientation, massing, height, etc. and determine building frontages applicable to each land use category. (Short)	Evaluation ongoing as part of UDO update, and a new zoning district, not an overlay, is currently proposed.	Evaluation ongoing as part of UDO update, and a new zoning district, not an overlay, is currently proposed.	Evaluation ongoing as part of UDO update, and a new zoning district, not an overlay, is currently proposed.	
5. Planning	Prepare and adopt discretionary guidelines to guide the design of residential and non-residential properties. (Short)	Evaluation ongoing as part of UDO update.	Evaluation ongoing as part of UDO update.	Evaluation ongoing as part of UDO update.	
6. All	Design and install wayfinding, signage and interpretive panels at existing parks. (Short to Medium)	Police Department recommended that Parks, Recreation & Cultural Resources install a sign at Smith Creek Soccer Center stating that the park was open from dawn to dusk.	New interpretive panels were installed at Taylor Street Park. Planning led this effort with assistance from Public Works and Parks, Recreation & Cultural Resources.	Quarter 3 - Alston Massenberg sign was installed.	



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7. Planning	Preserve the Ailey Young House as an African-American heritage site. (Short to Medium)	The Town has acquired the property at 0 N. White Street directly south of the Ailey Young House parcel. Long Range Planning is developing a Request for Proposals (RFP) for Master Site Plan for release in Quarter 2. Multiple Town Departments (Public Works- Streets, Urban Forestry, Facilities, Engineering, Planning, Power) worked together to complete a soil erosion mitigation project at the Ailey Young House. The Town of Wake Forest received an Anthemion Award from Capital Area Preservation for the Ailey Young House Rehabilitation Project.	Planning executed Phase I of an Archaeological Survey of 0 and 300 N. White Street.	Request for Proposal for Ailey Young House/Gateway Park Master Plan is planned for release end of March. Proposals due April 19.	
8. Planning	Explore the establishment of a historic district and/or cultural landscape to preserve the character of the community. (Short to Medium)	Evaluation ongoing as part of UDO update.	Evaluation ongoing as part of UDO update.	Summer internship will focus on completing a study list application for a National Register Historic District. Approved study list is required by State Historic Preservation Office before National Register listing process can begin. Evaluation as part of the UDO update is still ongoing.	
9. Multiple	Consider opportunities to reduce speeding along neighborhood roadways. (Short)	Police Department continues to conduct speeding campaigns throughout the town to ensure safe driving; Police Department partnered with outside agencies in enforcement campaigns.	Police Department continues to conduct speeding campaigns throughout the town to ensure safe driving; Police Department partnered with outside agencies in enforcement campaigns.	Police Department continues to conduct speeding campaigns throughout the town to ensure safe driving.	
10. Multiple	Work with local organizations to identify and implement youth programming. (Short)	Ongoing	Public Works partners with homeschool groups, school groups, and scouts for litter cleanups, education, and community improvement.	PRCR staff met with organization to discuss a potential mentoring program for young girls in the community.	
11. Multiple	Attend meetings and assist with events in the Northeast Community.	Planning met in August with Christian Banks Community Engagement Coordinator @ NCWorks Career Center. The meeting was focused on developing a program that can teach individuals how to identify soft skills, build resumes and improve their interviewing skills. The aim is to help them secure better-paying jobs. (Northeast Community is the community of interest). Planning attended three meetings this quarter. Police Department attended Northeast Community Coalition (NECC) meetings.	Saturday, October 21st, Renaissance Centre Specialist, Debra Horton was invited to attend a community connection program for friends and family at Olive Branch Baptist Church. She spoke on behalf of the Public Art Commission (PAC) and shared upcoming art projects that will be placed at the Alston-Massenburg Center (AMC). Sunday, October 22nd, Commissioner Keith Shackleford partnered with the PAC to host a “Cookies and Conversation” art envisioning session for the Northeast neighborhood. Thirteen community advocates participated in the conversation. The Northern Community Food Security Team (NCFST) partners with Hope House (bi-monthly) and the Wake Forest Community Table (weekly) to deliver food for distribution in the Northeast Community.	Members of the Police, Planning, PRCR and Organizational Performance attend NECC meetings. Renaissance Centre staff participated in several community meetings in the Northeast Community and were invited to numerous events by the faith houses. The Renaissance Centre presented A Game Apart: the Jackie Robinson Story at Alston Massenburg. This was a free event ensuring that everyone in our community has access to the arts. PRCR staff attends NECC monthly meetings. Staff is assisting with planning for Juneteenth Kickoff event scheduled for June 14th at Taylor Street Park.	
12. Multiple	Identify programs, initiatives, targeted funding mechanisms, counseling, and educational opportunities to allow existing residents flexibility in maintaining their chosen place of residence. (Ongoing)	September's NECC meeting included a presentation by DHIC, Inc. (formerly Downtown Housing Improvement Corporation) on their services. The aim is to ensure that residents are well-informed about their housing situation when approached by developers, investors, and builders.	This program is ongoing. The program is being expanded from the Northeast Community to town-wide due to lack of participation. Posters to install in Town buildings are also being developed due to lack of participation.	Postcard was sent out - resulted in 3 requests for meetings.	
13. All	Identify additional green spaces and small-scale social gathering places and explore opportunities to add these spaces to our network. (Ongoing)	Ongoing	Public Works litter program continues to assess litter collection areas for possible green spaces that can be accessible to the community.	Public Works working with Woman's Club to find space for recycled bench.	
14. Public Works	Continue to implement tree planting programs. (Ongoing)	Street tree replacement will begin in October.	Street tree replanting is underway.	Planted 221 replacement trees townwide, including in the Northeast community.	
15. Public Works	Continue to identify masses of mature and specimen trees and encourage their protection where feasible. (Ongoing)	Continuing to advocate for saving specimen trees during the plan review process.	Continuing to advocate for saving specimen trees during plan review.	Continuing to advocate for saving specimen trees during plan review cycles.	
16. Planning	Identify additional historic sites in the Northeast Community. (Ongoing)	Researching additional historic sites for incorporation into a walking tour brochure for the Northeast Community.	Researching additional historic sites for incorporation into a walking tour brochure for the Northeast Community.	Continuing to research additional sites for incorporation into walking tour brochure.	
17. Planning	Identify opportunities to provide educational programming to tell the stories of local historic sites and their role in the Northeast Community and Town of Wake Forest. (Ongoing)	Drafting a walking tour brochure for the Northeast Community, expected completion Q3.	Drafting a walking tour brochure for the Northeast Community, expected completion Q3.	Draft walking tour brochure is in design.	

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18. Planning	Continue to install historic markers or other interpretive material at historic sites. (Ongoing)	First three historic markers are in production with expected delivery in Quarter 2. Second round of historic markers are being finalized to order. Next round of historic marker applications due September 30.	Marker installation began this quarter.	Three interpretative panels installed at the Alston Massenburg Center in Q2. First historic marker installed at Leader of Wake Lodge # 285 on March 16th.	
19. Multiple	Implement the streetscape recommendations that align with the updated Comprehensive Transportation Plan. (Ongoing)	Ongoing	Public Works has increased trash cans at stops on the Wake Forest Loop. Changes are being evaluated as part of the UDO update.	Public Works has increased trash cans at stops on the Wake Forest Loop. Changes are being evaluated as part of the UDO update.	
20. Multiple	Perform a thorough analysis of utility infrastructure systems within the study area- including broadband network coverage. (Ongoing)	Police Department reported multiple street lights out to Electric Dept.	No updates.	No updates.	
21. Multiple	Promote maintenance of roadways.(Ongoing)	Engineering and Public Works - Street resurfacing project out for bids.	Bid awarded. Work anticipated to begin Spring 2024.	Street resurfacing project- ADA ramps and curb replacement are underway.	
22. Renaissance Centre	Explore opportunities to provide spaces and programming options for the installation of public art. (Ongoing)	The Public Art Commission has developed an Art Plan that will help guide the community with public art projects for the next several years, including art placement in the Northeast Community.	The Public Art Commission has developed an Art Plan that will help guide the community with public art projects for the next several years, including art placement in the Northeast Community.	The Public Art Commission (PAC) is beginning the implementation phase of the Art Plan that will help guide the community with public art projects for the next several years, including art placement in the Northeast Community. The PAC has issued a Call for Artists for a mural that is planned for the Alston Massenburg Center.	
23. Planning	Continue coordination with NCDOT and GoRaleigh to advance the Wake Forest Commuter Rail (S-Line) initiative. (Ongoing)	Resolution to support development of the S-Line rail corridor and to provide \$3.3 million in local funding to match a federal grant opportunity for mobility hub design and project development activities adopted in September. Funds are to be obligated by 2026.	Grant associated with letter of support last quarter was awarded this quarter.	NCDOT did not recieve the reconnecting community grant. The mobility hub project contract was approved.	
24. Planning	Collaborate with Wake County to identify funding opportunities for affordable housing and other neighborhood improvement activities. (Ongoing)	Conversations are ongoing with Wake County. There are no current collaboration opportunities.	Conversations are ongoing with Wake County. There are no current collaboration opportunities.	Conversations are ongoing with Wake County. There are no current collaboration opportunities.	
25. Multiple	Work with local community organizations to understand needs and requirements for existing community celebrations, identify additional opportunities for new celebrations, identify funding sources and collaborative partners to launch new community events. (Ongoing)	Ongoing	Public Works worked with local church groups to provide recycling education and resources to the church. Public Works has volunteered at schools for education. Public Works has worked with environmental groups to provide proper recycling and waste education.	Worked with communications on getting Republic Services to be the official and formal waste collector of Friday Night on White. They are sponsoring the event through this endeavor. PRCR and Organizational Performance are working with the NECC's Juneteenth Committee to provide guidance and assistance with the Juneteenth event.	
Priority: Offer events that bring the community together and celebrate our diverse cultures					
Department	Initiatives	Q1 UPDATESJUL 2023 - SEP 2023	Q2 UPDATESOCT 2023 - DEC 2023	Q3 UPDATESJAN 2024 - MAR 2024	Q4 UPDATESAPR 2024 - JUN 2024

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1. Renaissance Centre	Will present a variety of performances and programming that will attract and celebrate our diverse community.	The Renaissance Centre is celebrating 10 years of bringing our community together to celebrate the arts. The performing arts series began in July and had 3 SOLD-OUT shows in the 1st quarter. The Mystery Dinner Theater audience was comprised of ages 12 to 80 years-old and multiple ethnicities.	The Renaissance Centre partnered with the Senior Information Networking Group (SING), Friends of the Northern Wake Senior Center, and Brookdale Senior Living to present the “Senior Scam Jam” on Tuesday, Oct. 3. Presenters included NC Secretary Elaine Marshall, Mercedes Restucha-Klem, representing NC Attorney General Josh Stein, and Stephanie Bias from the NC Department of Insurance. The Centre was the host site for the Community Celebration of the Arts, a partnership with the Public Art Commission. This free family-friendly event featured music, performances, and a variety of arts activities for people of all ages. The Tenth Anniversary Gala was a huge success. On Saturday, November 18th we celebrated all the possibilities we’ve “realized” with a SOLD-OUT audience. The Gala featured saxophonist Marcus Anderson, a Grammy and Stellar Award nominated artist. As a part of the evening’s festivities, the Public Art Commission unveiled a sculpture commemorating the historic milestone. “Bravo” will remain on permanent display in the Centre lobby. Funding for the sculpture was provided by Ting Internet. All four performances of the Celtic Angels Christmas were SOLD-OUT. The risers were in place to ensure that all seating had excellent sight lines.	The Renaissance Centre presented a variety of performances that brought the community together. The SOLD-OUT Mesmerizing Magic: Jason Hudy appealed to families, A Game Apart: the Jackie Robinson Story was presented in two locations: Alston-Massenburg Center and the Renaissance Center, and the 2024 Wake Forest Film Festival had its largest audience to date. The Renaissance Centre was the host venue for two community events: the annual State of the Town address by the Mayor and the Economic Development Summit.	
2. Parks, Rec. & Cult. Resources	Will host a variety of programs and special events throughout the year to bring the community together to celebrate diverse cultures.	Our Specialized Programs & Inclusion Specialist has added two new initiatives: "Talk with Me Tuesdays" and "SPIRIT Wake Forest". "Talk with Me Tuesdays" provides opportunities to share information on needs and resources within our community. "SPIRIT Wake Forest" stands for Specialized Programs and Inclusion Resources for Individuals Throughout Wake Forest. This program is our way of identifying initiatives, activities, and events for people of all physical, emotional and cognitive abilities.	Hosted National Night Out at Joyner Park Community Center (parking lot) on October 2. Hosted the Annual Boo Bash community Halloween event at Joyner Park on October 26 with over 6,100 citizens attending. The department hosted a series of open house and focus group sessions in November and December to get community input on updating the departments five-year Master Plan (Focus Groups: Active Adults/Seniors, Teens, Specialized Rec and Inclusion, Families and Youth and Adults. In December the department also hosted Breakfast with Santa, Milk and Cookies with Santa, Calls from Santa and the Snowball Dance.	Police Department hosted a Touch a Truck event to raise money for NC Special Olympics. Over \$7,000.00 raised in this single event. PRCR hosted the Comic Book & Toy Expo on March 16th at the FPCC - 329 attendees. PRCR hosted public input meetings to gather feedback on the future skate park. PRCR hosted Easter Eggstravagana on March 23rd. The event was well attended even with the wet weather. We have 1,600 participants. The new format was also well received.	
3. Multiple	Host/partner on events and community outreach initiatives to connect with citizens and bring the community together.	Public Works will host a "Sustainability 101" group event in September. Organizational Performance hosted a successful 2023 Citizen's Academy with 23 participants, providing information on a wide range of town departments and initiatives.	Public Works hosted a successful Recycle Right educational class in November with participants gaining a stronger knowledge of recycling. Organizational Performance continues to meet monthly with citizen volunteer group to develop Mental Wellness programming.	Police Department hosted a Cover the Cruiser event to raise money for Special Olympics. Sustainability 101 educational events are ongoing. Educating waste collectors on proper communication skills with residents. PRCR hosted the grand opening for the Holding Park Inclusive Playground on March 1st. Thanks to many departments throughout the town this playground has been well received by the citizens of Wake Forest and the surrounding communities.	
4. Public Works	Help provide resources for events that are planned in the area such as dumpsters for events, clearstream units for waste and litter prevention at events, etc. Additionally, Public Works also provides event staffing, assistance with road closures, litter prevention programs, street signage, and more.	Public Works provided staff and resources for Friday Night on White and Good Neighbor Day.	Assisted police with delivery of turkeys to Tri Area Pantry. Shred Event hosted in November. Extra carts provided to assist driver of Shred Truck. Many litter kits went out this quarter.	Coordinate dumpster pickups for events. Provide education for proper disposal.	

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5. Downtown Development	Will offer quality of life events that bring our community together.	Friday Night on White held July, August, and September. Effectively implemented weather delay plans to avoid event cancellations. Event continues to draw a large and diverse crowd from our community and beyond.	Wake Forest Downtown offered Spirits of Wake Forest Walking Tours Thursdays, Fridays and Saturdays in October to help showcase our haunted history. This was a sold out ticketed event. Wake Forest Cares Holiday Kickoff was held November 18. This is the third year offering this free and family friendly event and we continue to see it grow in momentum. It provides local community businesses and groups the opportunity to showcase their talents on our performance stage and this year we had the Carolina Hurricanes present as a sponsor and vendor with the Storm Tour and Slapshot Booth. Northeast Community Coalition and Wake Forest Woman's Club attended this event and helped provide the children's crafts. Lighting of Wake Forest on December 1 is another community event that continues to grow and brings everyone together to celebrate the magic of the holiday season. Wake Forest Downtown partnered with the Public Art Commission to hold a call to artists to produce public art banners featuring local works of art. Four artists had their work chosen and these banners will be displayed downtown beginning in January 2024.	No events were held downtown January through March 2024, but new public art banners were displayed. Staff has been busy planning for the 2024 season of Friday Night on White and Forest Fest. These two wonderful quality of life events bring our community together and help make Wake Forest Downtown a destination.	
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GOAL 4: Investing in Transportation and Infrastructure

Priority: Develop a town-wide sustainability plan inclusive of power, water, stormwater, open space and other infrastructure

Department	Initiatives	Q1 UPDATESJUL 2023 - SEP 2023	Q2 UPDATESOCT 2023 - DEC 2023	Q3 UPDATESJAN 2024 - MAR 2024	Q4 UPDATESAPR 2024 - JUN 2024
1. Planning	Write Plan.	A budget request will occur in FY25.	A budget request will occur in FY25.	Requested as part of FY25 budget.	

Priority: Educate the community about transportation issues, challenges and opportunities

Department	Initiatives	Q1 UPDATESJUL 2023- SEP 2023	Q2 UPDATESOCT 2023 - DEC 2023	Q3 UPDATESJAN 2024 - MAR 2024	Q4 UPDATESAPR 2024 - JUN 2024
1. Police	Hold Bike Safe Riders Skills Days classes for safe motorcycle operation.	No classes held during the quarter.	Assisted with SafetyCity at the North Carolina State Fair.	No updates this quarter.	
2. Engineering	Coordinate with Communications to disseminate information to public about Active Transportation Projects Map.	A web page has been developed to show all Active, Proposed, and Completed transportation projects. The page is found through the Engineering page of the Town's website. https://www.wakeforestnc.gov/transportation/transportation-projects	Webpage continues to be updated.	Webpage continues to be updated.	
3. Engineering	Review/develop policies for traffic calming, traffic control improvements, parking for clear procedures and easily accessible.	Reviewed policy and working on policies to streamline internal communications.	Working on policies to streamline internal communications.	Working on policies to streamline internal communications.	
4.Planning	Collaborate with Communications to develop a video about transportation, process, how improvements are made.	Complete			

Priority: Evaluate options for transit

Department	Initiatives	Q1 UPDATESJUL 2023 - SEP 2023	Q2 UPDATESOCT 2023 - DEC 2023	Q3 UPDATESJAN 2024 - MAR 2024	Q4 UPDATESAPR 2024 - JUN 2024
1. Planning	Continue S-line evaluation efforts.	Resolution to support development of the S-Line rail corridor and to provide \$3.3 million in local funding to match a federal grant opportunity for mobility hub design and project development activities adopted in September. Funds are to be obligated by 2026.	Grant associated with letter of support last quarter was awarded this quarter.	Conversations are ongoing.	



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2. Planning	Develop Transit Study (to include micro transit option).	Draft Public Transit Plan presented to the Planning Board in August and Board of Commissioners in September.	Plan adopted. This initiative is complete.		
Priority: Explore revenue options to support infrastructure needs					
Department	Initiatives	Q1 UPDATESJUL 2023 - SEP 2023	Q2 UPDATESOCT 2023 - DEC 2023	Q3 UPDATESJAN 2024 - MAR 2024	Q4 UPDATESAPR 2024 - JUN 2024
1. Engineering	Evaluate development agreement standards as part of the UDO update.	The UDO update is underway and will include evaluation of standards for infrastructure needs.	Completed review of transportation and infrastructure first draft.	No updates.	
2. Planning	Evaluate and expand current Municipal Service District (MSD).	Study is currently underway.	No updates - pending outcome of study.	No updates - pending outcome of study.	
3. Finance (Administration)	2022 GO Bond Referendum - strategically plan and time issuance of debt to coincide with respective infrastructure projects.	Design on projects continue and plans are to issue \$22 million (of \$75 million total referendum) in 2024. CIP is underway and cost estimates will be updated accordingly.	Cost estimates updated in CIP Update. Upcoming meetings with financial advisors to start planning issuance of \$22 million for Fall 2024.	Sale date scheduled for August 27, 2024 for \$ 22 million. Staff coordinating with LGC, financial adviosrs and bond counsel.	
4. Engineering	Partner with NCDOT to perform traffic congestion and relief analysis.	Town and NCDOT staff have discussed safety concerns at Capital Blvd and Purnell Rd. NCDOT is currently designing a Reduced Conflict Intersection (RCI) and has indicated they will seek funding sources for improvements. The Town has contracted with an On-Call Engineering Consultant to perform traffic studies at Capital Blvd and Burlington Mills Rd as well as, S Main St. Town Administrators met with NCDOT and they support the direction. Updates will be provided to BOC in October.	Updates presented to BOC and NCDOT. Items entered into CIP for BOC to consider assisting NCDOT. No further action along Capital by Town staff at this time. Engineering continues to track and monitor traffic concerns.	Continued coordination with NCDOT. No major updates at quarterly check-in.	

GOAL 5: Advancing Community and Economic Prosperity



Priority: Develop a business attraction and retention plan that includes job creation strategies and incentives					
Department	Initiatives	Q1 UPDATESJUL 2023 - SEP 2023	Q2 UPDATESOCT 2023 - DEC 2023	Q3 UPDATESJAN 2024 - MAR 2024	Q4 UPDATESAPR 2024 - JUN 2024
1. Downtown Development	Downtown Development, in partnership with Wake Forest Downtown, Inc., will host annual property owners luncheon to share successes and opportunities for downtown.	Annual property owners lunch is scheduled for January 25, 2024. Department continues to utilize Downtown Development Updates and Downtown Dispatch to keep downtown property owners informed of what is happening downtown.	Planning underway for Property Owners Lunch on January 25, 2024. Wake Forest Power speak and provide updates on downtown power and what is in the works, as well as the Luceys on the expansion of their business and creative use of space. Joni Falvey from BroadSides & Brews is also scheduled to speak about her new business. Continue to utilize Downtown Development Updates to share pertinent information.	Annual Property Owners Lunch was held January 25, 2024 with approximately 45 different property owners in attendance. Presentations were videotaped and shared on website and via merchant and property owner newsletter for everyone to view. Downtown Development Updates continue to be utilized to communicate with property owners.	
2. Downtown Development	Downtown Development, in partnership with Wake Forest Downtown Inc., will host annual food and beverage meeting to discuss successes and opportunities.	Food and beverage meeting will be held in third quarter. Department continues to utilize Downtown Development Updates and Downtown Dispatch to keep downtown business owners informed of what is happening downtown. Owners are also engaged with scheduled visits and event survey follow ups.	Coordinating a meeting for Wake Forest Power to talk to downtown businesses about power concerns in the downtown area to help both sides better understand what issues there are. Also exploring some feasible options to help prevent and avoid damage when outages occur. Food & Beverage meeting scheduled for March 26, 2024. Continue to utilize Downtown Dispatch to share pertinent information.	Annual Food & Beverage meeting scheduled for March 26, 2024. Updates provided by Visit Raleigh (Raleigh Convention and Visitors Bureau), WF Power, and WF Police Department. Downtown Dispatch newsletter and Downtown private Facebook page continue to be utilized to communicate with business owners in an effective and efficient manner.	

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3. Downtown Development	Downtown Development will maintain list of commercial properties available downtown to utilize in requests for information and business development.	Vacancy rate has decreased to 7%. Majority of available space is pending and/or has development plans in the works. Business and property owners are getting creative on use of their spaces. For example, the expansion at Page 158 Books is being used by Lemon Tree Cafe during the day, but The Listening Room at night. The Knotty Sheep is also going to utilize some of this space to teach classes and sell products. Department met with 4 individuals interested in opening a business downtown this quarter.	Vacancy rate remains at 7% and there continues to be interest in downtown from developers and potential business owners. Director met with 1 individual and 1 developer this past quarter about opportunities in downtown.	Vacancy rate is at 8% at the end of third quarter. Half of those vacant properties have plans in the works, but we have seen a slow down in development due to economic conditions. There is continued interest in downtown, but the lack of available move in ready property and/or property that does not require significant financial investment for upfits has resulted in people looking outside of downtown.	
Priority: Encourage and protect small and entrepreneurial businesses					
Department	Initiatives	Q1 UPDATESJUL 2023 - SEP 2023	Q2 UPDATESOCT 2023 - DEC 2023	Q3 UPDATESJAN 2024 - MAR 2024	Q4 UPDATESAPR 2024 - JUN 2024
1. Downtown Development	Downtown Development, in partnership with Wake Forest Downtown, Inc., will host an annual meeting with retail business owners to discuss successes and opportunities.	Annual retail business owners meeting will be held in third quarter. Department continues to utilize Downtown Development Updates and Downtown Dispatch to keep downtown business owners informed of what is happening downtown. Owners are also engaged with in person visits or meetings, as well as event survey follow ups.	Coordinating a meeting for Wake Forest Power to talk to downtown businesses about power concerns in the downtown area to help both sides better understand what issues are. Also exploring some feasible options to help prevent and avoid damage when outages occur. Retail merchant meeting scheduled for March 19, 2024. Continue to utilize Downtown Dispatch to share pertinent information.	Annual Merchant meeting was held March 19, 2024. Updates provided by Visit Raleigh (Raleigh Convention and Visitors Bureau), WF Power, and WF Police Department. Seven different businesses were represented and there was discussion about holding meetings twice a year at two different times to try and accommodate everyone. Downtown Dispatch newsletter and Downtown private Facebook page continue to be utilized to communicate with business owners in an effective and efficient manner.	
2. Downtown Development	Downtown Development will coordinate biannual merchant socials for the purpose of merchant engagement and relationship building to support a strong sense of community.	Merchant social was held at The Loading Dock on July 20, 2023 with over 50 people in attendance and over 30 different businesses represented.	Merchant social was held on November 14, 2023 at The Makery with approximately 30 people in attendance and 12 businesses across various sectors were represented.	No update.	
3. Wake Forest Business and Industry Partnership	Economic Development, in partnership with the Wake Forest Business and Industry Partnership, maintains a biennial Plan of Work that aligns with Goal 5 of the Strategic Plan. Per WFBIP memo to BOC dated July 28, 2022. WFBIP2023-2024 Plan of Work Biennial Report on the 2021-2022 WFBIP Plan of Work	WFBIP Update to the Board of Commissioners July 2023	WFBIP Update to the Board of Commissioners October 2023	Significant updates and a presentation on the work of the Economic Development Department and the WFBIP were provided during the Economic Development Forum on February 7th.	
4. Public Works	Will seek partnership opportunities to work with businesses to benefit all community members (for example, business run community cleanups, promoting businesses that support the community programs run by the Public Works Department, etc. Will also work to supply resources, when possible, to help businesses achieve community support goals.	Ongoing	We successfully (with the help of Communications) gained another Shred Event Sponsor. We have also had inquiries about support for the litter kit program through the purchase of materials for the kits to be constructed and provided to the community.	We were able to obtain Republic services to help with disposal of waste during FNOW events. We have added another shred event due to popularity. We continue to provide educational materials to the community members.	
Priority: Evaluate options for a performing arts center					
Department	Initiatives	Q1 UPDATESJUL 2023 - SEP 2023	Q2 UPDATESOCT 2023 - DEC 2023	Q3 UPDATESJAN 2024 - MAR 2024	Q4 UPDATESAPR 2024 - JUN 2024
1. Renaissance Centre	The Renaissance Centre will conduct surveys of audiences to gauge satisfaction of current facility and explore the needs of the community.	The Renaissance Centre continues to gauge citizen input regarding satisfaction with the facility and programs offered through surveys. Surveys are sent after every show. Staff evaluates citizen input.	The Renaissance Centre continues to gauge citizen input regarding satisfaction with the facility and programs offered through surveys.	Audience surveys continue. Several firms submitted proposals for a feasibility study (to be funded in FY25) for a new or renovated performing arts center.	