



Wake Forest Board of Commissioners
Meeting Agenda
August 20, 2024 at 6:00 PM
All items listed are for discussion and possible action.

Notice

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

Cable & Online Broadcast of Board of Commissioners Meetings

All [Board of Commissioners](#) (BOC) meetings are broadcast live on [WFTV 10](#) beginning at 6 p.m. Meetings are also streamed online on the [Public Meetings Portal](#) on the [Town of Wake Forest website](#). Archived meeting videos are also provided and available for one year after the original air date.

Meeting Agendas

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

Public Hearings

When an agenda item is denoted as a [Public Hearing](#), persons attending shall be permitted to address the BOC regarding the item under consideration. Anyone wishing to address the BOC concerning a public hearing item should complete and submit the BOC Public Comment Form on the [Town website](#). Proponents and opponents shall each be given three minutes of time to speak and may choose to allow one speaker to utilize the time. In the event either proponent(s) or opponent(s) have not designated a speaker to represent the view, each speaker will be allowed three minutes each to express his/her comments, ideas, concerns, expressions, and desires. A designated speaker for a group will be allowed 10 minutes to speak. Only comments on a Public Hearing will be allowed during this time.

Public Comment

During the Public Comment period, anyone wishing to address the BOC concerning an issue or topic that is not a public hearing item or an agenda item should complete and submit the BOC Public Comment Form on the [Town website](#). Then, during the Public Comment portion of the meeting, Mayor Jones will recognize you and invite you to the podium at which time you will have three minutes to speak. Thank you for your cooperation.

Call to Order

Pledge of Allegiance

1.Approval of Agenda

2.Approval of Minutes

- 2.A. July 2, 2024 Work Session
July 16, 2024 Regular Meeting
[DraftBOCWSEMinutesJul202402.pdf](#)
[DraftBOCMinutesJuly202416.pdf](#)

3.Presentations

- 3.A. Proclamation Recognizing September 2, 2024, as Saving Grace Day in the Town of Wake Forest, North Carolina
[ProclamationSavingGraceDay_Aug202420.pdf](#)
- 3.B. Proclamation Recognizing Constitution Week, September 17 - 23, 2024
[ProclamationConstitutionWeekAug202420.pdf](#)

4.Public hearings / Public Comment

- 4.A. Public Hearing to receive public comment on Proposed Bond Order authorizing \$1,460,000 Parks and Recreation Bonds (Two-Thirds)
[Two-thirds Bonds Public Hearing_Summary.pdf](#)
[Public Hearing & Adopt Order-Wake Forest 2024 \(Two-Thirds\) \(4871-4021-2693.1\).doc](#)
[Adopted Bond Order-Wake Forest 2024 \(Two-Thirds\) \(4881-2757-8325.1\).doc](#)
- 4.B. 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 an Ordinance Amending the Code of Ordinances Chapter 8, Article I, Section 8-1 – Fire Limits
[Summary - Fire Limits.pdf](#)
[Attachment A Proposed Chapter 8.pdf](#)
[Attachment B Adopted Chapter 8.pdf](#)
[Attachment C 160D-1128.pdf](#)
[Attachment D Proposed Fire Limits.pdf](#)
[Attachment E Adopted Primary Limits.pdf](#)
[DraftOrdinance 2024-XX_Amending Chapter 8_Buildings&BuildingRegs_Aug2024.docx](#)
- 5.B. Approval of a Resolution authorizing the Town Manager to execute, on behalf of the Town of Wake Forest, a Design Build Contract (AIA Document 141) for Fire Station 6
[Agenda Summary Fire Station 6.pdf](#)
[Attachment A Wake Forest Fire Station #6 DB Contract 7.19.24pdf](#)
[Attachment B FireStation6 RequestforQualifications.pdf](#)
[Attachment C Resolution Authorizing the Town Manager to execute on behalf of the Town of Wake Forest the DB Contract for Fire Station 6.docx](#)
- 5.C. Approval of The Horse Creek Watershed Study
[Attachment_A_07232024_Summary.docx](#)
[Attachment_B_Watershed_Plan_Updated.pdf](#)
- 5.D. Approval of Resolution to Participate in North Carolina Cooperative Liquid Assets Securities Systems (North Carolina CLASS)
[NCCLASS Resolution_Summary.pdf](#)
[Resolution 2024-xx_NC CLASS.docx](#)
[NC CLASS - Wake Forest Resolution\(189756991.1\).docx](#)
[NC CLASS - Wake Forest Joinder Agreement\(189756743.1\).docx](#)
[NCCLASS_Participation_Packet.pdf](#)
- 5.E. Approval of Advisory Board Ordinance Amendments
[BOC_SummarySheet_AdvisoryBoardOrdinanceAmendments_8.20.2024.pdf](#)

[2024 Human Relations Council Ordinance_Clean Copy_Aug202420.doc.pdf](#)
[2024 Human Relations Council Ordinance Amendment_Aug202420.pdf](#)
[2024 Parks, Recreation & Cultural Resources Ordinance_Clean Copy_Aug202420.pdf](#)
[2024 Parks, Recreation & Cultural Resources Ordinance Amendment_Aug202420.pdf](#)
[2024 Public Art Commission Ordinance_Clean Copy_Aug202420.pdf](#)
[2024 Public Art Commission Ordinance Amendment_Aug202420.pdf](#)
[2024 Technology Advisory Board Ordinance_Clean Copy_Aug202420.pdf](#)
[2024 Technology Advisory Board Ordinance Amendment_Aug202420.pdf](#)
[2024 Urban Forestry Board Ordinance_Clean Copy_Aug202420.pdf](#)
[2024 Urban Forestry Board Ordinance Amendment_Aug202420.pdf](#)

6.Legislative Items

7.Planning Items

8.Administration and Financial Items

9.Public Services Items

10.Parks and Recreation Items

11.Public Safety Items

12.Other Business

12.A. Department Monthly Reports
[July 2024 Monthly Report.pdf](#)

12.B. Wake County Tax Release

12.C. Strategic Plan Quarterly Tracker
[Strategic Plan_08_08_2024.pdf](#)

12.D. CIP Project Tracker
[CIP Project Tracker Q4_FY2023-2024.pdf](#)

12.E. Commissioner Reports

13.Adjournment



Board of Commissioners Agenda Item Report

Agenda Item No.: 2024-245-

Submitted by: Terry Savary

Submitting Department: Administration

Meeting Date: August 20, 2024

SUBJECT

July 2, 2024 Work Session

July 16, 2024 Regular Meeting

Recommendation:

Item Summary:

ATTACHMENTS

- [DraftBOCWSEMinutesJul202402.pdf](#)
- [DraftBOCMinutesJuly202416.pdf](#)



Wake Forest Board of Commissioners Work Session Meeting Minutes

The Wake Forest Board of Commissioners met on **Tuesday, July 2, 2024**, at **6:00 p.m.** in the Board Room at Wake Forest Town Hall, 301 S Brooks Street.

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

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

Commissioners Absent: None.

Staff Members Present:

Town Manager Kip Padgett
Assistant Town Manager Candace Davis
Assistant Town Manager Allison Snyder
Assistant Town Manager/CFO Aileen Staples
Town Attorney Hassan Kingsberry
Town Clerk Theresa Savary
Planning Director Courtney Tanner
Assistant Planning Director Jennifer Currin

Long Range Planning Manager Brad West
Senior Planner Michelle Michael
Planner II Emma Linn
Engineering Director Tim Watson
Renaissance Centre Director Debbie Dunn
Police Chief Jeff Leonard
Captain Brandon High
Captain Julius Jefferson

Mayor Jones requested that Item #5 (Commissioner Reports) be heard before Item #4 (Other Business-Closed Session).

1. Presentations

1.1. Presentation on the Draft South Main Street Corridor Study

Long Range Planning Manager, Brad West, provided a quick overview of the South Main Street Corridor Study.

Mike Rutkowski and Dan Hemme with Stantec Consulting gave a presentation on the South Main Street Corridor Study.

Mayor Jones inquired about the amount of right-of-way needed for Concept B. Mr. Rutkowski responded that Concept B would require 20' to 25' on both sides. He also mentioned the impact on trees and parking along the corridor. Mayor Jones further inquired about the potential impact on houses, to which Mr. Rutkowski explained that the roundabouts would affect the ingress and egress.

Commissioner Wright questioned the decision to have a roundabout at Rogers Rd. but not on Ligon Mill Rd. In response, Mr. Rutkowski clarified that Rogers Rd. is a good transition point. He explained that Ligon Mill Rd. is a 4- or 5-lane road divided through the intersection. While they could consider a roundabout at that location, it would truly be a 2-lane roundabout.

Mr. Rutkowski mentioned that there is high demand for northbound traffic from S. Main St. turning right onto Rogers Rd. He believes that a roundabout could facilitate much better traffic flow compared to the current dedicated right-turn lane.

Commissioner Wright also asked about the anticipated traffic backup when heading north on South Main St. Mr. Rutkowski addressed potential issues of spillback from a signal to a roundabout, and to get around that they would advocate for the use of a loop detector to prevent traffic blockages.

Commissioner Cross inquired about the \$4 million cost difference between the two concepts, and Mr. Rutkowski confirmed that it applies only to construction.

Commissioner Cross asked if the 20' to 25' right-of-way is for both Concepts A & B, to which Mr. Rutkowski clarified that it only applies to Concept B.

Commissioner Cross inquired about the flexibility of on-street parking, to which Mr. Rutkowski responded that it would depend on the final design and the development relative to parking.

Commissioner Sliwinski asked about the differences between Concept A and Concept B. Mr. Rutkowski stated that Option B offers a much higher level of safety for bicyclists and pedestrians.

Commissioner Clapsaddle commented on the safety factors of dedicated bike lanes and walking lanes in Concept A.

Town Manager Padgett inquired whether Concepts A & B factor in underground power lines. Mr. Rutkowski confirmed that both A & B do consider underground power lines.

Mayor Jones pointed out that Concept A at the Forbes Road intersection indicates maintained access, but Concept B does not. Mr. Hemme explained that it was simply a note regarding items they highlighted and a graphic decision to show a bike lane crossing.

Commissioner Clapsaddle asked if access for first responders going through the traffic circles was considered. Mr. West explained that the stakeholder groups, not only have NCDOT participation but also have fire and police personnel reviewing the designs.

Mayor Jones inquired whether any developments on S. Main St. were still years away. Mr. West clarified that there is no specific date tied to it. Mr. Rutkowski added that the project does not have to be completed all at once and could be done in segments.

The approval of this item will be brought before the Board at the July 16, 2024, Board of Commissioners Meeting.

1.2. Presentation on the US 1 Council of Planning Bylaws and Memorandum of Understanding Updates

Planner II Emma Linn provided a brief presentation and some updates from the US 1 Council of Planning.

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

The approval of this item will be brought before the Board at the July 16, 2024, Board of Commissioners Meeting.

1.3. Presentation on the feasibility study proposal for a performing arts center from Johnson Consulting

Renaissance Centre Director Debbie Dunn came before the Board to present a feasibility study for the performing arts center.

Mayor Jones expressed her delight at the news that the feasibility study would only take around twenty weeks to complete.

Commissioner Wright remarked that it was amazing and expressed his excitement to see what happens.

Mayor Jones asked if the Board had anything else. No further questions or comments were heard.

The approval of this item will be brought before the Board at the July 16, 2024, Board of Commissioners Meeting.

2. Discussion of Monthly Financial Report

2.1 Monthly Financial Report

Received.

3. Review of Draft Agenda for Upcoming Regular Meeting

3.1 Review of Draft Agenda for Upcoming Regular Meeting

The draft agenda was reviewed.

Town Manager Padgett confirmed that the following two items would be added to the July 16, 2024 agenda:

- Approval of a resolution to endorse Concept B in the South Main Street Corridor Study
- Approval of the feasibility study proposal for a performing arts center from Johnson Consulting

4. Other Business

4.1 Closed Session: NCGS 143-318.11(5) -To establish, or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of

the public body in negotiating (i) the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease

ACTION:

Mover: Commissioner Wright moved to go into closed session at 6:56 p.m.

Second: Commissioner Shackelford.

Vote: Motion carried 5-0.

The Board reconvened to open session at 7:05 p.m.

5. Commissioner Reports

Commissioner Wright attended the Technology Advisory Board Meeting. He had someone approach him about allowing motorized scooters downtown. He understood it was banned years ago and now with more sidewalks, they would like to see if the Board would readdress it. He also mentioned the significant cost of daycare and asked if there are any initiatives in town to help support daycares. He inquired about any regulatory measures that could alleviate the burden and encourage the establishment of more daycares in town, ultimately leading to reduced costs.

Commissioner Shackelford had no report.

Commissioner Cross reminded everyone about the upcoming Memorial Flag Raising Ceremony on Monday, July 8th.

Commissioner Clapsaddle attended the meetings of the Human Relations Council and the Public Arts Commission. He praised Officer Middleswarth for securing first place in the Open Women's Class of the NC Strongest Man & Woman Competition. He also congratulated Information Technology Analyst II, David Moore on his graduation from the 2023-24 Certified Government Chief Information Officers Program at UNC-Chapel Hill's School of Government. Commissioner Clapsaddle invited everyone to participate in the upcoming Memorial Flag Raising Ceremony on Monday, July 8th and expressed gratitude to all the first responders.

Commissioner Sliwinski highlighted that July is Parks & Rec Month and urged everyone to visit the parks and greenways. Wake Forest FUNGO is set to have its first game at Flaherty Park Field #2 on Saturday, July 6th. During the Parks, Recreation & Cultural Resources Meeting, a question was raised about youth members. Specifically,

there was a discussion about the criteria of applying, which was limited to 11th and 12th graders. Commissioner Sliwinski proposed the possibility of opening the application to all high school students to ensure they can fulfill a three-year term.

Mayor Jones announced that CAMPO is working on creating a Safety Action Plan and has formed a committee for this purpose. The committee will participate in various events across the area to share information and collect input. She will keep the Board updated with reports from the committee as they progress with the plan. Congresswoman Deborah Ross will be at the Boys & Girls Club on August 9th at 1 pm. Mayor Jones requested the Board to inform her if they plan on attending. Mayor Jones also attended the S-Line Groundbreaking Ceremony and recognized the Wake Forest Police Department Junior Cadets who graduated from the FBI Youth Leadership School.

Town Manager Padgett reminded everyone that the fireworks event is on Wednesday, July 3rd, and the gates open at 5:30 pm. He asked staff to be at the stage no later than 7:45 pm.

6. Adjournment

The Board of Commissioners adjourned the meeting at 7:06 p.m.

Duly approved in open session this 20th day of August 2024.

(ATTEST)

Vivian A. Jones, Mayor

Theresa Savary, Town Clerk



Wake Forest Board of Commissioners Meeting Minutes

The Wake Forest Board of Commissioners met on **Tuesday, July 16, 2024**, at **6:00** p.m. in the Board Room at Wake Forest Town Hall, 301 S Brooks Street.

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

Mayor Jones stated that Commissioner Shackleford would not be in attendance for tonight's meeting.

Mayor Jones led everyone in the Pledge of Allegiance.

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

Commissioner Members Absent: None.

Staff Members Present

Town Manager Kip Padgett
Assistant Town Manager Candace Davis
Assistant Town Manager Allison Snyder
Assistant Town Manager/CFO Aileen Staples
Town Attorney Hassan Kingsberry
Town Clerk Theresa Savary
Assistant Planning Director Jennifer Currin
Director of Organizational Performance Lisa Hayes

Renaissance Centre Director Debbie Dunn
Renaissance Centre Specialist Debra Horton
Public Facilities Specialist Steven Carpenter
Fire Chief Ron Early
Police Chief Jeff Leonard
Police Captain Julius Jefferson
Police Captain Brandon High
Police Lieutenant Patrick Misko

1. Approval of Agenda

ACTION:

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

Seconder: Commissioner Sliwinski.

Vote: Motion carried 5-0.

2. Approval of Minutes

2.A. Approval of Minutes:

- June 4, 2024 Work Session
- June 18, 2024 Regular Meeting

ACTION:

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

Second: Commissioner Sliwinski.

Vote: Motion carried 5-0.

3. Presentations

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

Strategic Performance Director Lisa Hayes introduced Communications Director Steve Hahn with AARP North Carolina.

Mr. Hahn then introduced AARP Volunteer James Bradford and congratulated the Town of Wake Forest for joining the Network of Age-Friendly States and Communities. Following this, Mr. Hahn and Mr. Bradford presented a certificate to the Town of Wake Forest. Mayor Jones accepted the certificate on behalf of the Town of Wake Forest.

4. Public hearings / Public Comment

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

The following citizens provided comments:

- Paul Carrington, 825 Averette Rd., Wake Forest, NC 27587
- Will Arterburn, 4901 Granite Lake Dr., Wake Forest, NC 27587
- Janice Davis, 1009 Lightfoot Ct., Wake Forest, NC 27587
- Sona Noah, 5612 Pine Rock Ct., Wake Forest, NC 27587

5. Consent Agenda

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

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

[Filed in the Clerk's Office as Resolution 2024-47.]

5.B. Kroger Opioid Settlement

[Filed in the Clerk's Office as Resolution 2024-48.]

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

[Filed in the Clerk's Office as Resolution 2024-44.]

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

[Filed in the Clerk's Office as Resolution 2024-46.]

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

[Filed in the Clerk's Office as Resolution 2024-45.]

Commissioner Sliwinski sought clarification on Item 5.E. (Approval of a Resolution Authorizing an Interlocal Agreement Between the Town of Wake Forest and Wake County). He acknowledged that the Interlocal Agreement had been placed back on the agenda due to an incorrect expiration date located in Section 4.02, page 5 of 10. He asked if it was only to correct the date within the local agreement that was already approved, or if it required a separate vote to approve the agreement in its entirety. Mayor Jones clarified that it was the same agreement, and the only change was the correction of the expiration date.

ACTION:

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

Seconder: Commissioner Shackelford.

Vote: Motion carried 5-0.

6. Legislative Items

No Legislative Items presented.

7. Planning Items

No Planning Items presented.

8. Administration and Financial Items

No Administration and Financial Items presented.

9. Public Services Items

No Public Service Items presented.

10. Parks and Recreation Items

No Parks and Recreation Items presented.

11. Public Safety Items

No Public Safety Items presented.

12. Other Business

12.A. Wake County Tax Release

Received.

12.B. Department Monthly Report

Received.

12.C. Commissioner Reports

Commissioner Sliwinski said while driving he noticed a vehicle broken down on the road. Fire Engine #4 pulled over and helped push the person's car to safety. He said it was great to see the attributes that make Wake Forest wonderful. He thanked the firefighters and Chief Early for creating that culture of service in the Town's Fire Department.

Commissioner Clapsaddle congratulated staff who completed the 2024 Effective Supervisory Practices course. He shared that the Wake Forest Purple Heart Foundation Dinner will be held on August 3rd and the Flag Raising Ceremony will be held on August 5th. He also mentioned if you haven't seen Questions with Kiel Ortiz you need to watch it on the Town's Facebook page. He said it's informative and enjoyable to watch.

Commissioner Cross attended the July 4th Events. She and Mayor Jones met with Wake County Public Schools representatives to talk about future information sharing and collaboration. Commissioner Cross thanked those who are choosing to come and speak during public comment. She thinks it shows commitment and concern by residents and stakeholders when they choose to show up and speak time and again.

Commissioner Shackleford explained that a permit for the PRIDE Festival was properly issued and met the requirements and would not make a motion nor second a motion and would not vote for a motion to remove a permit that's been properly approved.

Commissioner Wright agreed with Commissioner Shackleford's comment regarding the approval of a permit for the PRIDE Festival. Furthermore, he said he does appreciate all the people for coming to speak whether they agree or not. He said if everyone is being respectful that's what matters the most. He said they can all have their beliefs but don't make it personal. He asks when you come up to speak just be respectful and understand both sides of the issue. On another note, Commissioner Wright said that the July 4th Events were wonderful.

Mayor Jones attended Ms. Joyce Davis' 107th birthday celebration and the Memorial Flag Raising Ceremony. She mentioned that FUNGO has about five or six more ballgames left for the season. She also noted that Flaherty Parks' ballfield is beautiful. Additionally, she mentioned that there will be a forthcoming assessment of the community to develop an action plan for an Age-Friendly Community. She shared that Ann Welton will help work on an Assessment Program.

Town Manager Padgett had no report.

13. Adjournment

With no further business to discuss, the meeting was adjourned at 6:51 p.m.

Duly approved in open session this 20th day of August 2024.

(ATTEST)

Vivian A. Jones, Mayor

Theresa Savary, Town Clerk



Board of Commissioners Agenda Item Report

Agenda Item No.: 2024-249-

Submitted by: Terry Savary

Submitting Department: Administration

Meeting Date: August 20, 2024

SUBJECT

Proclamation Recognizing September 2, 2024, as Saving Grace Day in the Town of Wake Forest, North Carolina

Recommendation:

Item Summary:

ATTACHMENTS

- [ProclamationSavingGraceDay_Aug202420.pdf](#)



TOWN *of* WAKE FOREST

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

www.wakeforestnc.gov

PROCLAMATION

SAVING GRACE DAY

WHEREAS, Saving Grace began in 2004 at a family farm in order to bring adoptable dogs and loving homes together; and

WHEREAS, North Carolina is one of the highest states for euthanasia in the United States and their mission is to make an impact on that statistic; and

WHEREAS, Saving Grace was founded by Molly Goldston who handled animal care, adoptions, and all the business by herself. In the first few years, she was able to adopt out approximately 500 dogs; and

WHEREAS, Saving Grace has grown. Thousands of dogs are adopted out each year with the help of the paid staff and hundreds of volunteers working in the organization. Over 50,000 animals have been placed; and

NOW, THEREFORE, I, Vivian A. Jones, Mayor of the Town of Wake Forest, North Carolina, and the Board of Commissioners do hereby proclaim September 2, 2024, as Saving Grace Day in the Town of Wake Forest and urge all citizens to be aware of the need and to work together to rescue animals in our community.

This the 20th day of August 2024.

ATTEST:

Theresa Savary
Town Clerk



Vivian A. Jones
Mayor



Board of Commissioners Agenda Item Report

Agenda Item No.: 2024-260-

Submitted by: Terry Savary

Submitting Department: Administration

Meeting Date: August 20, 2024

SUBJECT

Proclamation Recognizing Constitution Week, September 17 - 23, 2024

Recommendation:

Item Summary:

ATTACHMENTS

- [ProclamationConstitutionWeekAug202420.pdf](#)



TOWN *of* WAKE FOREST

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

www.wakeforestnc.gov

PROCLAMATION

CONSTITUTION WEEK

WHEREAS, September 17, 2024, marks the two hundred and thirty-seventh anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, it is fitting and proper to officially recognize this magnificent document and the anniversary of its creation; and

WHEREAS, it is fitting and proper to officially recognize the patriotic celebrations which will commemorate the occasion; and

WHEREAS, public law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week;

NOW, THEREFORE, I, Vivian A. Jones, by virtue of the authority vested in me as Mayor of the Town of Wake Forest, North Carolina, and the Board of Commissioners do hereby proclaim the week of

“SEPTEMBER 17 THROUGH SEPTEMBER 23 CONSTITUTION WEEK”

in the Town of Wake Forest and ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787.

This the 20th day of August 2024.

ATTEST:

Theresa Savary
Town Clerk



Vivian A. Jones
Mayor



Board of Commissioners Agenda Item Report

Agenda Item No.: 2024-258-
Submitted by: Aileen J. Staples
Submitting Department: Finance
Meeting Date: August 20, 2024

SUBJECT

Public Hearing to receive public comment on Proposed Bond Order authorizing \$1,460,000 Parks and Recreation Bonds (Two-Thirds)

Recommendation:

Item Summary:

ATTACHMENTS

- [Two-thirds Bonds Public Hearing_Summary.pdf](#)
- [Public Hearing & Adopt Order-Wake Forest 2024 \(Two-Thirds\) \(4871-4021-2693.1\).doc](#)
- [Adopted Bond Order-Wake Forest 2024 \(Two-Thirds\) \(4881-2757-8325.1\).doc](#)

Agenda Item:

Public Hearing to receive public comment on the Proposed Bond Orders authorizing \$1,460,000 Parks and Recreation Bonds (Two-Thirds)

Item Summary:

The bond order was introduced at the August 6, 2024 Board meeting for the above mentioned. Upon closing the public hearing, staff recommends the approval of the respective bond order. Formal application to the Local Government Commission has been submitted and is on their agenda for consideration at their September 10, 2024 meeting. These bonds will be issued on October 1 along with the \$22,050,000 in General Obligation Bonds for Parks & Recreation, Roadway/Transportation, and Greenway improvements.

Bond order was published in THE NEWS and OBSERVER on August 9.

The Board of Commissioners of the Town of Wake Forest, North Carolina met in a regular meeting in the Board Chambers of the Town Hall located at 301 S. Brooks Street in Wake Forest, North Carolina, the regular place of meeting, at 6:00 p.m. on August 20, 2024.

Present: Mayor Vivian A. Jones, presiding, and Commissioners

Absent: Commissioners

Also Present: _____

* * * * *

_____ announced that this was the hour and day fixed by the Board of Commissioners for the public hearing upon a bond order entitled “ORDER AUTHORIZING \$1,460,000 PARKS AND RECREATION BONDS” and that the Board of Commissioners would immediately hear anyone who might wish to be heard on the questions of the validity of said bond order or the advisability of issuing said bonds.

A list of all persons making comments and a summary of such comments are attached as Exhibit A.

The public hearing was closed.

All statements and comments by participants of the public hearing were duly considered by the Board of Commissioners.

Thereupon, upon motion of Commissioner _____, seconded by Commissioner _____, the order introduced and adopted on first reading on August 6, 2024, entitled “ORDER AUTHORIZING \$1,460,000 PARKS AND RECREATION BONDS” was read a second time and placed upon its final adoption. The vote upon the final adoption of said order was:

Ayes: _____

Noes: _____

The Town Clerk was thereupon directed to publish the aforementioned order, together with the appended statement as required by The Local Government Bond Act, as amended, once in The News and Observer.

* * * * *

I, Theresa Savary, Town Clerk of the Town of Wake Forest, North Carolina, DO HEREBY CERTIFY that the foregoing is a true copy of so much of the proceedings of the Board of Commissioners of said Town at a regular meeting held on August 20, 2024, as it relates in any way to the holding of a public hearing and the adoption of the foregoing bond order authorizing general obligation bonds of said Town and that said proceedings are to be recorded in the minutes of said Board of Commissioners.

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

WITNESS my hand and the official seal of said Town this 20th day of August, 2024.

Town Clerk

[SEAL]

EXHIBIT A

[A list of any persons making comments and a summary of such comments to be attached. If no comments are made, please insert “None”.]

TO THE PUBLISHER OF THE NEWS AND OBSERVER:

Please publish the following once in The News and Observer on Friday, August 23, 2024.

**ORDER AUTHORIZING
\$1,460,000 PARKS AND RECREATION BONDS**

BE IT ORDERED by the Board of Commissioners of the Town of Wake Forest, North Carolina:

1. That pursuant to the Local Government Bond Act, as amended, the Town of Wake Forest, North Carolina is hereby authorized to contract a debt, in addition to any and all other debt which said Town may now or hereafter have power and authority to contract, and in evidence thereof to issue Parks and Recreation Bonds in an aggregate principal amount not exceeding \$1,460,000 for the purpose of providing funds, together with any other available funds, to acquire, construct, improve and equip various parks and recreational facilities inside and outside the corporate limits of said Town, including, without limitation, greenway and stream restoration improvements and any related land, easements and rights of way.

2. That taxes shall be levied in an amount sufficient to pay the principal of and the interest on said bonds.

3. That a sworn statement of debt of said Town has been filed with the Town Clerk and is open to public inspection.

4. That this order shall take effect 30 days after its publication following adoption, unless it is petitioned to a vote of the people within 30 days after the date of its publication as introduced as provided in G.S. 159-60, in which event it will take effect when approved by the voters of said Town at a referendum as provided in said Act.

5. That this order is adopted pursuant to the provisions of G.S. 159-49, which authorizes the issuance of bonds without a vote of the people for the purposes specified therein in an amount not exceeding two-thirds of the amount by which the outstanding indebtedness of said Town has been reduced in the preceding fiscal year.

The foregoing order was adopted on the 20th day of August, 2024, and is hereby published this 23rd day of August, 2024. Any action or proceeding questioning the validity of the order must be begun within 30 days after the date of publication of this notice. The Assistant Town Manager/Chief Financial Officer of the Town has filed a statement estimating that the total amount of interest that will be paid on the proposed bonds over the expected term of the bonds, if issued, is \$806,410. A tax is authorized to be levied to pay the principal of and interest on the bonds if they are issued. The Assistant Town Manager/Chief Financial Officer of the Town has filed a statement estimating that no property tax increase will be required to provide sufficient funds to pay the principal and interest on the proposed bonds. These estimates are preliminary, are for general informational purposes only, and may differ from the actual interest paid on such bonds or the actual property tax increases required to provide sufficient funds to pay the principal and interest on the bonds. Such statement includes certain assumptions upon which the estimates are based, and there is no assurance that the circumstances included in such assumptions will occur. The validity of the proposed bonds is not subject to challenge on the

grounds that the actual interest cost on the bonds when issued, or the actual property tax increases required to provide sufficient funds to pay the principal and interest on the bonds is different than the estimated amounts set forth above.

Theresa Savary
Town Clerk
Town of Wake Forest, North Carolina



Board of Commissioners Agenda Item Report

Agenda Item No.: 2024-250-

Submitted by: Terry Savary

Submitting Department: Administration

Meeting Date: August 20, 2024

SUBJECT

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

Recommendation:

Item Summary:

ATTACHMENTS

-



Board of Commissioners Agenda Item Report

Agenda Item No.: 2024-228-

Submitted by: Terry Savary

Submitting Department: Inspections

Meeting Date: August 20, 2024

SUBJECT

Approval of an Ordinance Amending the Code of Ordinances Chapter 8, Article I, Section 8-1 – Fire Limits

Recommendation:

Item Summary:

ATTACHMENTS

- [Summary - Fire Limits.pdf](#)
- [Attachment A Proposed Chapter 8.pdf](#)
- [Attachment B Adopted Chapter 8.pdf](#)
- [Attachment C 160D-1128.pdf](#)
- [Attachment D Proposed Fire Limits.pdf](#)
- [Attachment E Adopted Primary Limits.pdf](#)
- [DraftOrdinance 2024-XX_Amending Chapter 8_Buildings&BuildingRegs_Aug2024.docx](#)

Agenda Item: Presentation of an Ordinance Amending the Code of Ordinances
Chapter 8, Article I, Section 8-1 – Fire Limits

Summary: The current Fire Limits Ordinance was adopted in 1985 and it includes the area of downtown that extends from the intersection of North Street (extended) and White Street, 150 feet from the center thereof on either side to the intersection of White and Elm Streets. The proposed amendment will better align the Primary Fire Limits to be more consistent with the intent of the General Statutes and the North Carolina Building Codes. Specifically, this amendment will:

- Better align the boundaries of the Primary Fire Limits to be more consistent with the downtown primary business area.
- Correct the reference to the new updated General Statutes.

Attachments: Attachment A – Proposed Chapter 8 Article I
Attachment B – Adopted Chapter 8 Article I
Attachment C – G.S. 160D-1128
Attachment D – Proposed Primary Fire Limit Map
Attachment E – Adopted Primary Fire Limit Map
Draft Ordinance Amending Code of Ordinance Chapter 8, Article 1,
Section 8-1 – Fire Limits

ARTICLE I. IN GENERAL

Sec. 8-1. Fire limits.

The following fire limits are established:

Beginning at the intersection of White Street and Roosevelt Avenue, 150 feet from the center thereof on either side to the intersection of White and Elm Streets.

(Code 1985, § 4-1)

Cross reference(s)—Fire prevention and protection, Ch. 16.

State law reference(s)—Fire limits, G.S. 160D-1128.

Sec. 8-2. Building code.

The state building code, as amended, is adopted as the official building code of the town.

(Code 1985, § 4-3)

State law reference(s)—State building code, G.S. 143-138.

Sec. 8-3. Permit fee schedule.

The board of commissioners shall establish building permit fees as it may deem best, a schedule of which is on file in the office of the town clerk.

(Code 1985, § 4-2)

State law reference(s)—Appointment of building inspector, G.S. 160A-411; building permits required, G.S. 160A-417.

Sec. 8-4. Plumbers' license, etc.

- (a) No person shall engage in any plumbing, electrical, heating, air conditioning or other construction work within the town unless such person has been licensed by the state licensing board for general contractors, the state board of examiners of electrical contractors or the state board of plumbing, heating and fire sprinkler contractors. However, a person may perform such construction work if he is not licensed by the state board if such unlicensed person works for and under the supervision of a licensed contractor.
- (b) The required privilege license tax of the town shall be paid before any permit for such construction work is issued.

(Code 1985, § 4-4)

Secs. 8-5—8-35. Reserved.

ARTICLE I. IN GENERAL

Sec. 8-1. Fire limits.

The following fire limits are established:

Beginning at the intersection of North Street (extended) and White Street, 150 feet from the center thereof on either side to the intersection of White and Elm Streets.

(Code 1985, § 4-1)

Cross reference(s)—Fire prevention and protection, ch. 16.

State law reference(s)—Fire limits, G.S. 160A-435—160A-438.

Sec. 8-2. Building code.

The state building code, as amended, is adopted as the official building code of the town.

(Code 1985, § 4-3)

State law reference(s)—State building code, G.S. 143-138.

Sec. 8-3. Permit fee schedule.

The board of commissioners shall establish building permit fees as it may deem best, a schedule of which is on file in the office of the town clerk.

(Code 1985, § 4-2)

State law reference(s)—Appointment of building inspector, G.S. 160A-411; building permits required, G.S. 160A-417.

Sec. 8-4. Plumbers' license, etc.

- (a) No person shall engage in any plumbing, electrical, heating, air conditioning or other construction work within the town unless such person has been licensed by the state licensing board for general contractors, the state board of examiners of electrical contractors or the state board of plumbing, heating and fire sprinkler contractors. However, a person may perform such construction work if he is not licensed by the state board if such unlicensed person works for and under the supervision of a licensed contractor.
- (b) The required privilege license tax of the town shall be paid before any permit for such construction work is issued.

(Code 1985, § 4-4)

Secs. 8-5—8-35. Reserved.

§ 160D-1128. Fire limits.

(a) County Fire Limits. – A county may by ordinance establish and define fire limits in any area within the county and not within a city. The limits may include only business and industrial areas. Within any fire limits, no frame or wooden building or addition thereto may be erected, altered, repaired, or moved, either into the fire limits or from one place to another within the limits, except upon the permit of the inspection department and approval of the State Fire Marshal. The governing board may make additional regulations necessary for the prevention, extinguishment, or mitigation of fires within the fire limits.

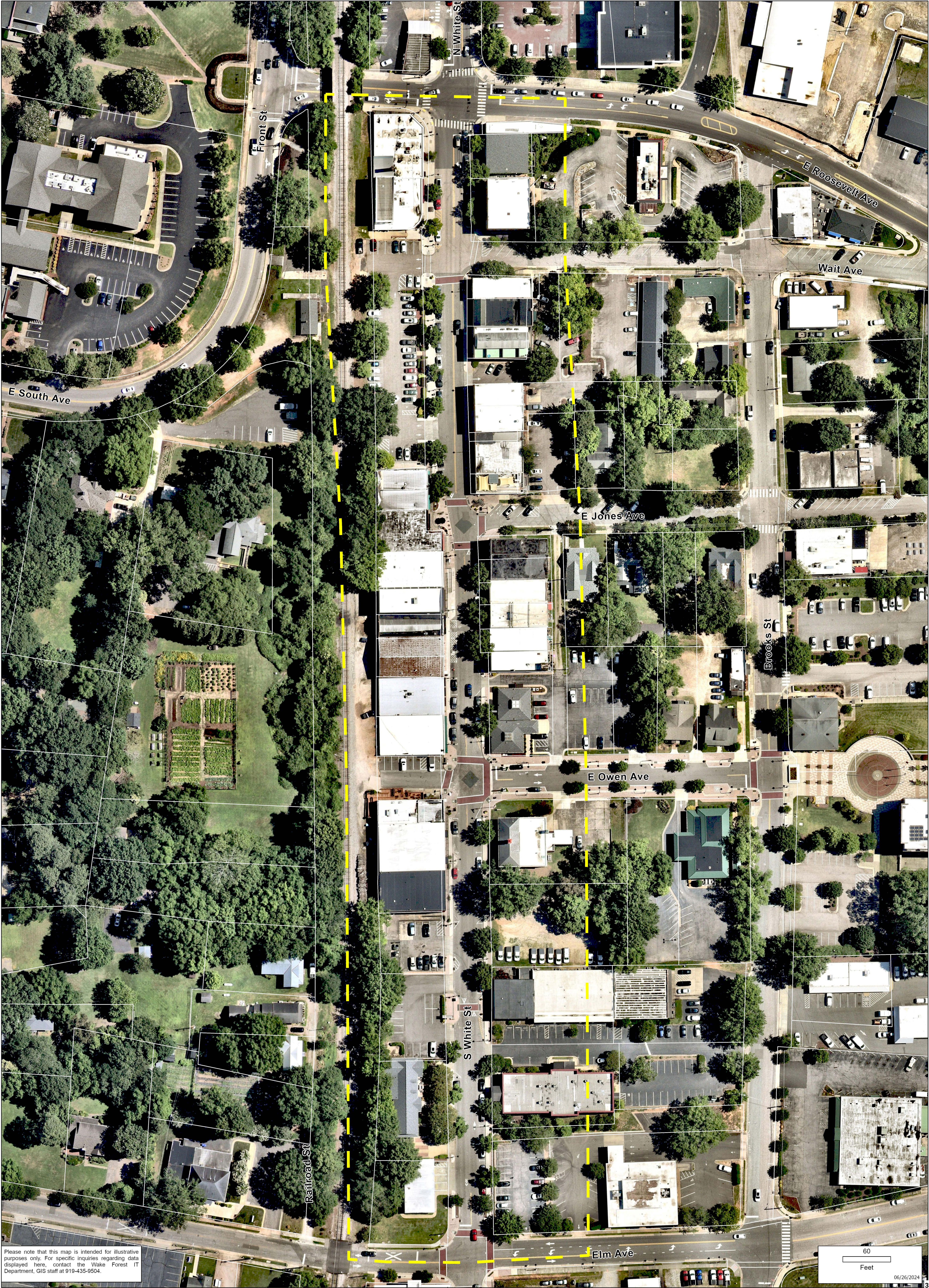
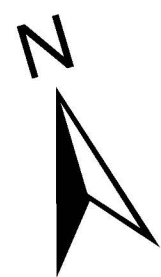
(b) Municipal Fire Limits. – The governing board of every incorporated city shall pass one or more ordinances establishing and defining fire limits, which shall include the principal business portions of the city and which shall be known as primary fire limits. In addition, the governing board may, in its discretion, establish and define one or more separate areas within the city as secondary fire limits.

(c) Restrictions Within Municipal Primary Fire Limits. – Within the primary fire limits of any city, as established and defined by ordinance, no frame or wooden building or structure or addition thereto shall hereafter be erected, altered, repaired, or moved, either into the limits or from one place to another within the limits, except upon the permit of the local inspection department approved by the governing board and by the State Fire Marshal or the State Fire Marshal's designee. The governing board may make additional regulations for the prevention, extinguishment, or mitigation of fires within the primary fire limits.

(d) Restrictions Within Municipal Secondary Fire Limits. – Within any secondary fire limits of any city or town, as established and defined by ordinance, no frame or wooden building or structure or addition thereto shall be erected, altered, repaired, or moved, except in accordance with any rules and regulations established by ordinance of the areas.

(e) Failure to Establish Municipal Primary Fire Limits. – If the governing board of any city shall fail or refuse to establish and define the primary fire limits of the city as required by law, after having such failure or refusal called to their attention in writing by the State Fire Marshal, the State Fire Marshal shall have the power to establish the limits upon making a determination that they are necessary and in the public interest. (2019-111, s. 2.4; 2020-3, s. 4.33(a); 2020-25, s. 51(a), (b), (d); 2023-151, s. 11.90.)

Proposed Primary Fire District Limits



Please note that this map is intended for illustrative purposes only. For specific inquiries regarding data displayed here, contact the Wake Forest IT Department, GIS staff at 919-435-9504.



Primary Fire District

● Address Points



Primary Fire District

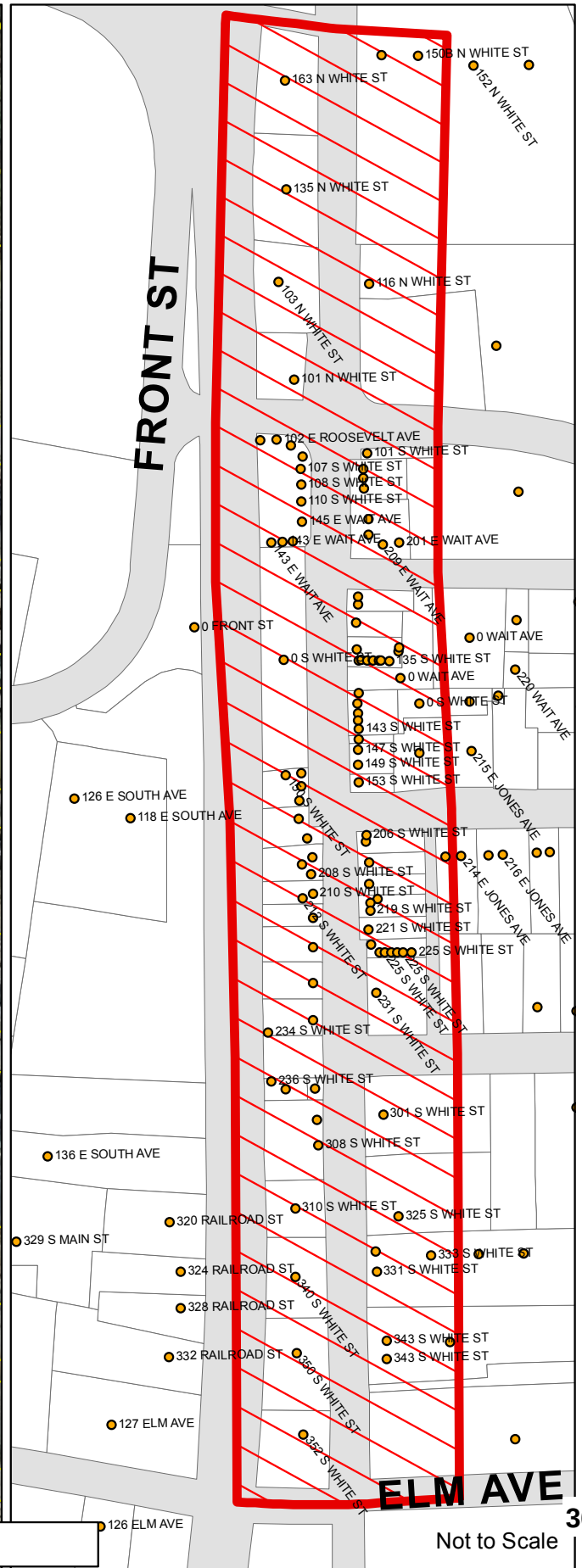
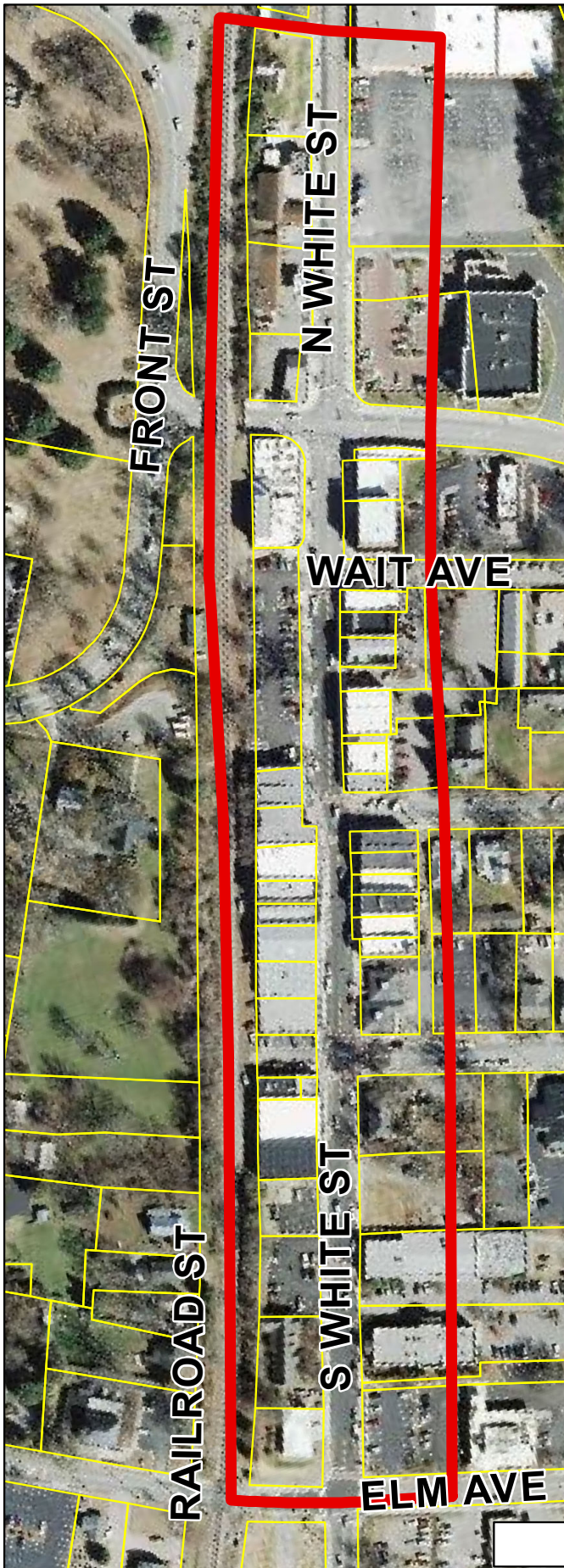


Property

2013 Orthophotography



TOWN of
WAKE FOREST



Not to Scale

ORDINANCE 2024-XX

ORDINANCE OF THE BOARD OF COMMISSIONERS OF THE TOWN OF WAKE FOREST AMENDING PART II – CODE OF ORDINANCES, CHAPTER 8 – BUILDINGS AND BUILDING REGULATIONS, ARTICLE I. IN GENERAL

WHEREAS, the Board of Commissioners adopted the Code of Ordinances Chapter 8 in 1985 and adopted updates in 2013, 2022 and;

WHEREAS, the current ordinance is not consistent with Building Code definitions for Primary Fire Limits and has been updated to better align with current definitions, outline restrictions for Primary Fire Limits construction materials.

WHEREAS, the Board of Commissioners has reviewed the updated Chapter 8 of the Code of Ordinances; and

NOW THEREFORE, BE IT ORDAINED by the Wake Forest Board of Commissioners that the updates to Chapter 8 of the Code of Ordinances are approved and adopted and the changes will be effective August 20, 2024.

Duly adopted this 20th day of August 2024.

Vivian A. Jones
Mayor

ATTEST:

APPROVED AS TO FORM:

Theresa Savary
Town Clerk

Hassan Kingsberry
Town Attorney



Board of Commissioners Agenda Item Report

Agenda Item No.: 2024-231-

Submitted by: Allison Snyder

Submitting Department: Administration

Meeting Date: August 20, 2024

SUBJECT

Approval of a Resolution authorizing the Town Manager to execute, on behalf of the Town of Wake Forest, a Design Build Contract (AIA Document 141) for Fire Station 6

Recommendation:

Item Summary:

ATTACHMENTS

- [Agenda Summary Fire Station 6.pdf](#)
- [Attachment A Wake Forest Fire Station #6 DB Contract 7.19.24pdf](#)
- [Attachment B FireStation6 RequestforQualifications.pdf](#)
- [Attachment C Resolution Authorizing the Town Manager to execute on behalf of the Town of Wake Forest the DB Contract for Fire Station 6.docx](#)

Agenda Item: Consideration of a Resolution authorizing the Town Manager to execute, on behalf of the Town of Wake Forest, a Design Build Contract (AIA Document 141) for Fire Station 6

Summary: A Request for Proposals, RFP #2023-0001, was issued on January 22, 2024, and the Town received six responses by the published deadline of February 28, 2024. Based on the review of the RFP responses, and interviews of three final firms, the Town selected the highest ranked firm, Edifice LLC. Staff met with Edifice LLC and their partners to develop programming and design needs and is recommending that we engage with Edifice LLC to perform design, engineering and construction services related to Fire Station 6. Staff are requesting the Board to authorize the Town Manager to enter into a contract.

Attachments:

Agenda Summary

Attachment A Wake Forest Fire Station #6 DB Contract 7.19.24

Attachment B Fire Station 6 Request for Qualifications

Attachment C Resolution Authorizing the Town Manager to execute on behalf of the Town of Wake Forest, the Design Build Contract for Fire Station 6 Provided by Edifice LLC.



AIA® Document A141® – 2014

Standard Form of Agreement Between Owner and Design-Builder

AGREEMENT made as of the 20th day of **August** in the year **2024**
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

The Town of Wake Forest, North Carolina
301 South Brooks St.
Wake Forest, NC 27587-2901
Telephone: 919-435-9400

and the Design-Builder:
(Name, legal status, address and other information)

Edifice, LLC
4111 South Boulevard (28209)
Post Office Box 36349
Charlotte, North Carolina 28236
Telephone Number: 704.332.0900
Fax Number: 704.332.0901
North Carolina General Contracting License #10514

for the following Project:
(Name, location and detailed description)

New Wake Forest Fire Station No.6
1621 and 1701 Wait Avenue (near the intersection of Wait Avenue and Old Murray
Drive in eastern Wake Forest). The Wake County PIN numbers are 1850578617 and
1850670578.

The Owner and Design-Builder agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

TABLE OF ARTICLES

1	GENERAL PROVISIONS
2	COMPENSATION AND PROGRESS PAYMENTS
3	GENERAL REQUIREMENTS OF THE WORK OF THE DESIGN-BUILD CONTRACT
4	WORK PRIOR TO EXECUTION OF THE DESIGN-BUILD AMENDMENT
5	WORK FOLLOWING EXECUTION OF THE DESIGN-BUILD AMENDMENT
6	CHANGES IN THE WORK
7	OWNER'S RESPONSIBILITIES
8	TIME
9	PAYMENT APPLICATIONS AND PROJECT COMPLETION
10	PROTECTION OF PERSONS AND PROPERTY
11	UNCOVERING AND CORRECTION OF WORK
12	COPYRIGHTS AND LICENSES
13	TERMINATION OR SUSPENSION
14	CLAIMS AND DISPUTE RESOLUTION
15	MISCELLANEOUS PROVISIONS
16	SCOPE OF THE AGREEMENT

TABLE OF EXHIBITS

A	DESIGN-BUILD AMENDMENT
B	INSURANCE AND BONDS
C	SUSTAINABLE PROJECTS

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Owner's Criteria

This Agreement is based on the Owner's Criteria set forth in this Section 1.1 **and its subparts**.

(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable" or "unknown at time of execution." If the Owner intends to provide a set of design documents, and the requested information is contained in the design documents, identify the design documents and insert "see Owner's design documents" where appropriate.)

§ 1.1.1 The Owner's program for the Project:

(Set forth the program, identify documentation in which the program is set forth, or state the manner in which the program will be developed.)

The Owner and Design-Build firms, collectively the Project Team, will develop a program and scope of work as part of the initial phase of design that best fits the interests and needs of the Town of Wake Forest. The preliminary program and scope of work includes the design and preconstruction services for a new Fire

Init.

/

AIA Document A141 – 2014. Copyright © 2004 and 2014. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 11:17:22 ET on 07/19/2024 under Order No.2114517073 which expires on 03/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(1163346291)

Station facility with Conex burn building. The project team will develop as much program and scope as possible while maintaining the Town's project budget.

§ 1.1.2 The Owner's design requirements for the Project and related documentation:
(Identify below, or in an attached exhibit, the documentation that contains the Owner's design requirements, including any performance specifications for the Project.)

Any necessary Town of Wake Forest standards or requirements must be identified by the Owner and then implemented and checked by the Project Team. All standards and/or requirements must be in effect prior to the contract date of this project unless the information is conveyed to the Project Team during one of the design phases and implemented into the construction documents.

§ 1.1.3 The Project's physical characteristics:
(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

The physical characteristics will be developed and worked on by the Project Team as the design progresses to Construction Documents. This will be developed for the needs of the new Fire Station and with the project budget in mind.

§ 1.1.4 The Owner's anticipated Sustainable Objective for the Project, if any:
(Identify the Owner's Sustainable Objective for the Project such as Sustainability Certification, benefit to the environment, enhancement to the health and well-being of building occupants, or improvement of energy efficiency. If the Owner identifies a Sustainable Objective, incorporate AIA Document A141™-2014, Exhibit C, Sustainable Projects, into this Agreement to define the terms, conditions and Work related to the Owner's Sustainable Objective.)

The Project Team will incorporate sustainability elements where possible in the design phase. Not heavy, but practical options if possible. No LEED, Green Globes, or other certifications.

§ 1.1.5 Incentive programs the Owner intends to pursue for the Project, including those related to the Sustainable Objective, and any deadlines for receiving the incentives that are dependent on, or related to, the Design-Builder's services, are as follows:
(Identify incentive programs the Owner intends to pursue for the Project and deadlines for submitting or applying for the incentive programs.)

Not applicable to this project.

§ 1.1.6 The Owner's budget for the Work to be provided by the Design-Builder is set forth below:
(Provide total for Owner's budget, and if known, a line item breakdown of costs.)

The Owner's budget shall be developed from the Study, Programming, and initial design elements of the project by the Project Team.

§ 1.1.7 The Owner's design and construction milestone dates: The Design and Construction Milestones will be developed as the project progresses into the further stages of Design (Target the Schematic Design Phase). Time is of the essence, so the Design-Build Firms and the Owner will work together to create a program, design, budget, and schedule that gets the Owner into a new Facility as quickly and responsibly as possible.

:

.1 Design phase milestone dates:

This shall be developed as part of an overall design and construction schedule agreed upon by the Project Team.

.2 Submission of Design-Builder Proposal:

Init.

/

The Parties agree that this contract together with its' Exhibits shall together constitute the proposal.

.3 Phased completion dates:

This shall be developed as part of an overall design and construction schedule agreed upon by the Project Team and incorporated into this contract once agreed upon in writing.

.4 Substantial Completion date:

This shall be developed as part of an overall design and construction schedule agreed upon by the Project Team, and incorporated into this contract once agreed upon in writing.

.5 Other milestone dates:

This shall be developed as part of an overall design and construction schedule agreed upon by the Project Team and incorporated into this contract once agreed upon in writing.

§ 1.1.8 The Owner requires the Design-Builder to retain the following Architect, Consultants and Contractors at the Design-Builder's cost:
(List name, legal status, address and other information.)

.1 Architect

**ADW Architects, p.a.
Six Coliseum Centre
2815 Coliseum Centre Drive, Suite 500
Charlotte, NC 28217
704-379-1919
Keith Carlyon, kcarlyon@adwarchitects.com**

.2 Consultants

**Structural Engineering:
Stewart Engineering
223 S West St Suite 1100
Raleigh, NC 27603
919-380-8750
Charley Lewis, P.E., Clewis@stewartinc.com
Mechanical, Electrical, Plumbing, Fire Sprinkler, & IT Engineering
Optima Engineering
150 Fayetteville Street
Raleigh, NC 27601
919-929-2200
John Mathews, P.E., JMathews@optimapa.com**

**Site/Civil Engineering & Landscape Design
TIMMONS Group
5410 Trinity Rd Unit 102
Raleigh NC, 27307
919-866-4951
Blake Hall, blake.hall@timmons.com**

Others may be added if necessary

.3 Contractors

Init.

/

This shall be determined by the Project Team.

§ 1.1.9 Additional Owner's Criteria upon which the Agreement is based:

(Identify special characteristics or needs of the Project not identified elsewhere, such as historic preservation requirements.)

The Owner does not identify any further criteria at this time. However, the Parties agree that additional criteria can be agreed upon and added by the Project Team throughout the construction process.

§ 1.1.10 The Design-Builder shall confirm that the information included in the Owner's Criteria complies with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 1.1.10.1 If the Owner's Criteria conflicts with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall notify the Owner of the conflict.

§ 1.1.11 If there is a change in the Owner's Criteria, the Owner and the Design-Builder shall execute a Modification in accordance with Article 6.

§ 1.1.12 If the Owner and Design-Builder intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions. Unless otherwise agreed, the parties will use AIA Document E203™-2013 to establish the protocols for the development, use, transmission, and exchange of digital data and building information modeling.

§ 1.2 Project Team

§ 1.2.1 The Owner identifies the following representative in accordance with Section 7.1.1:

(List name, address and other information.)

Mickey Rochelle

Email: Mrochelle@wakeforestnc.gov

Allison Snyder– Assistant Town Manager

Email: asnyder@wakeforestnc.gov

The Town of Wake Forest, North Carolina

301 South Brooks St

Wake Forest, NC 27587-2901

Telephone: 919-435-9412

§ 1.2.2 The persons or entities, in addition to the Owner's representative, who are required to review the Design-Builder's Submittals are as follows:

(List name, address and other information.)

On execution of this contract, the owner does not require additional entities or individuals whose review shall be required for the Design-Builder. However, the owner may appoint other representatives, either individuals or legal entities, throughout this contract at any point. When appointing other representatives, the Owner must notify in writing all members of the Project Team set forth herein.

§ 1.2.3 The Owner will retain the following consultants and separate contractors:

(List discipline, scope of work, and, if known, identify by name and address.)

Geo Technical Site Investigations and Analysis Consultant

Surveying – initial topo and boundary

Asbestos Abatement Reports, Testing, and Services if required

Construction Materials Testing Consultant

Special Inspections Consultant

Wetland Consultant if necessary

Geotechnical Services

Plus any other consultants deemed necessary for the project on notice to the Owner and Owner's approval there of Edifice-ADW will help the Town retain these services

§ 1.2.4 The Design-Builder identifies the following representative in accordance with Section 3.1.2:
(List name, address and other information.)

Tim Bender – Project Executive
Edifice, LLC
4111 South Boulevard
Charlotte, North Carolina 28209
Email: tbender@edificeinc.com
Telephone: 704.332.0900

§ 1.2.5 Neither the Owner's nor the Design-Builder's representative shall be changed without ten days' written notice to the other party.

§ 1.3 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Section 14.3, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Design-Builder do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

- ☐ Arbitration pursuant to Section 14.4
- ☒ Litigation in a court of competent jurisdiction
- ☐ Other: *(Specify)*

§ 1.4 Definitions

§ 1.4.1 Design-Build Documents. The Design-Build Documents consist of this Agreement between Owner and Design-Builder and its attached Exhibits (hereinafter, the "Agreement"); other documents listed in this Agreement; and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, including the Design-Build Amendment, (2) a Change Order, or (3) a Change Directive.

§ 1.4.2 The Contract. The Design-Build Documents form the Contract. The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Design-Build Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Design-Builder.

§ 1.4.3 The Work. The term "Work" means the design, construction and related services required to fulfill the Design-Builder's obligations under the Design-Build Documents, whether completed or partially completed, and includes all labor, materials, equipment and services provided or to be provided by the Design-Builder. The Work may constitute the whole or a part of the Project.

§ 1.4.4 The Project. The Project is the total design and construction of which the Work performed under the Design-Build Documents may be the whole or a part, and may include design and construction by the Owner and by separate contractors.

§ 1.4.5 Instruments of Service. Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Design-Builder, Contractor(s), Architect, and Consultant(s) under their respective agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, digital models and other similar materials.

§ 1.4.6 **Submittal.** A Submittal is any submission to the Owner for review and approval demonstrating how the Design-Builder proposes to conform to the Design-Build Documents for those portions of the Work for which the Design-Build Documents require Submittals. Submittals include, but are not limited to, shop drawings, product data, and samples. Submittals are not Design-Build Documents unless incorporated into a Modification.

§ 1.4.7 **Owner.** The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term "Owner" means the Owner or the Owner's authorized representative.

§ 1.4.8 **Design-Builder.** The Design-Builder is the person or entity identified as such in the Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term "Design-Builder" means the Design-Builder or the Design-Builder's authorized representative.

§ 1.4.9 **Consultant.** A Consultant is a person or entity providing professional services for the Design-Builder for all or a portion of the Work, and is referred to throughout the Design-Build Documents as if singular in number. To the extent required by the relevant jurisdiction, the Consultant shall be lawfully licensed to provide the required professional services.

§ 1.4.10 **Architect.** The Architect is a person or entity providing design services for the Design-Builder for all or a portion of the Work, and is lawfully licensed to practice architecture in the applicable jurisdiction. The Architect is referred to throughout the Design-Build Documents as if singular in number.

§ 1.4.11 **Contractor.** A Contractor is a person or entity performing all or a portion of the construction, required in connection with the Work, for the Design-Builder. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor is referred to throughout the Design-Build Documents as if singular in number and means a Contractor or an authorized representative of the Contractor.

§ 1.4.12 **Confidential Information.** Confidential Information is information containing confidential or business proprietary information that is clearly marked as "confidential."

§ 1.4.13 **Contract Time.** Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, as set forth in the Design-Build Amendment for Substantial Completion of the Work.

§ 1.4.14 **Day.** The term "day" as used in the Design-Build Documents shall mean calendar day unless otherwise specifically defined.

§ 1.4.15 **Contract Sum.** The Contract Sum is the amount to be paid to the Design-Builder for performance of the Work after execution of the Design-Build Amendment, as identified in Article A.1 of the Design-Build Amendment.

ARTICLE 2 COMPENSATION AND PROGRESS PAYMENTS

§ 2.1 Compensation for Work Performed Prior To Execution of Design-Build Amendment

§ 2.1.1 Unless otherwise agreed, payments for Work performed prior to Execution of the Design-Build Amendment shall be made monthly. For the Design-Builder's performance of Work prior to the execution of the Design-Build Amendment, the Owner shall compensate the Design-Builder as follows:

(Insert amount of, or basis for, compensation, including compensation for any Sustainability Services, or indicate the exhibit in which the information is provided. If there will be a limit on the total amount of compensation for Work performed prior to the execution of the Design-Build Amendment, state the amount of the limit.)

Design and Preconstruction Services: Includes the Design Milestones of Schematic Design, Design Development, Construction Documents, and the Bid Phase. Does not include initial Boundary Surveys, Site Analysis/Testing, Environmental Studies or Design, Construction Materials Testing, Special Inspections, or Commissioning. The Design Services and Preconstruction Fee are \$1,456,305 pursuant to the attached Design & Preconstruction Services Fee (Exhibit C).

§ 2.1.2 The hourly billing rates for services of the Design-Builder and the Design-Builder's Architect, Consultants and Contractors, if any, are set forth below.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

The rates shall be determined and incorporated into this contract once agreed upon by the Project Team.

Individual or Position	Rate
Hourly Rates for Architectural, Engineering and General Contractor services will be mutually agreed upon on a case-by-case need. Reference the A141A for unit rates.	

§ 2.1.3 Compensation for Reimbursable Expenses Prior To Execution of Design-Build Amendment

§ 2.1.3.1 Reimbursable Expenses are in addition to compensation set forth in Section 2.1.1 and 2.1.2 and include expenses, directly related to the Project, incurred by the Design-Builder and the Design-Builder's Architect, Consultants, and Contractors, as follows:

.1

(Paragraphs deleted)

Fees paid for securing approval of authorities having jurisdiction over the Project;

.2 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner;

(Paragraph deleted)

.3 Other Project-related expenditures, if authorized in advance by the Owner ; and

.4 **Ground penetrating radar services.**

Edifice has included an allowance of \$10,000 in our Preconstruction Services cost to cover any of these services if needed.

(Paragraph deleted)

§ 2.1.4 Payments to the Design-Builder Prior To Execution of Design-Build Amendment

§ 2.1.4.1

(Paragraphs deleted)

Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times for a period of **four** years following execution of the Design-Build Amendment. **If contract is terminated, records for four years from original execution.**

(Paragraph deleted)

§ 2.2 Contract Sum and Payment for Work Performed After Execution of Design-Build Amendment

For the Design-Builder's performance of the Work after execution of the Design-Build Amendment, the Owner shall pay to the Design-Builder the Contract Sum in current funds as agreed in the Design-Build Amendment.

ARTICLE 3 GENERAL REQUIREMENTS OF THE WORK OF THE DESIGN-BUILD CONTRACT

§ 3.1 General

§ 3.1.1 The Design-Builder shall comply with any applicable licensing requirements in the jurisdiction where the Project is located.

§ 3.1.2 The Design-Builder shall designate in writing a representative who is authorized to act on the Design-Builder's behalf with respect to the Project.

§ 3.1.3 The Design-Builder shall perform the Work in accordance with the Design-Build Documents. The Design-Builder shall not be relieved of the obligation to perform the Work in accordance with the Design-Build Documents by the activities, tests, inspections or approvals of the Owner.

§ 3.1.3.1 The Design-Builder shall perform the Work in compliance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Design-Builder performs Work contrary to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, the Design-Builder shall assume responsibility for such Work and shall bear the costs attributable to correction.

§ 3.1.3.2 Neither the Design-Builder nor any Contractor, Consultant, or Architect shall be obligated to perform any act which they believe will violate any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Design-Builder determines that implementation of any instruction received from the Owner, including those in the Owner's Criteria, would cause a violation of any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall notify the Owner in writing. Upon verification by the Owner that a change to the Owner's Criteria is required to remedy the violation, the Owner and the Design-Builder shall execute a Modification in accordance with Article 6.

§ 3.1.4 The Design-Builder shall be responsible to the Owner for acts and omissions of the Design-Builder's employees, Architect, Consultants, Contractors, and their agents and employees, and other persons or entities performing portions of the Work.

§ 3.1.5 **General Consultation.** The Design-Builder shall schedule and conduct periodic meetings with the Owner to review matters such as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.6 When applicable law requires that services be performed by licensed professionals, the Design-Builder shall provide those services through qualified, licensed professionals. The Owner understands and agrees that the services of the Design-Builder's Architect and the Design-Builder's other Consultants are performed in the sole interest of, and for the exclusive benefit of, the Design-Builder.

§ 3.1.7 The Design-Builder, with the assistance of the Owner, shall prepare and file documents required to obtain necessary approvals of governmental authorities having jurisdiction over the Project.

§ 3.1.8 Progress Reports

§ 3.1.8.1 The Design-Builder shall keep the Owner informed of the progress and quality of the Work. On a monthly basis, or otherwise as agreed to by the Owner and Design-Builder, the Design-Builder shall submit written progress reports to the Owner, showing estimated percentages of completion and other information identified below:

- .1 Work completed for the period;
- .2 Project schedule status;
- .3 Submittal schedule and status report, including a summary of outstanding Submittals;
- .4 Responses to requests for information to be provided by the Owner;
- .5 Approved Change Orders and Change Directives;
- .6 Pending Change Order and Change Directive status reports;
- .7 Tests and inspection reports;
- .8 Status report of Work rejected by the Owner;
- .9 Status of Claims previously submitted in accordance with Article 14;
- .10 Cumulative total of the Cost of the Work to date including the Design-Builder's compensation and Reimbursable Expenses, if any;
- .11 Current Project cash-flow and forecast reports; and
- .12 Additional information as agreed to by the Owner and Design-Builder.

§ 3.1.8.2 In addition, where the Contract Sum is the Cost of the Work with or without a Guaranteed Maximum Price, the Design-Builder shall include the following additional information in its progress reports:

- .1 **Design-Builder's work force report;**
- .2 **Equipment utilization report; and**
- .3 Cost summary, comparing actual costs to updated cost estimates.

§ 3.1.9 Design-Builder's Schedules

§ 3.1.9.1 The Design-Builder, promptly after execution of this Agreement, shall prepare and submit for the Owner's information a schedule for the Work. The schedule, including the time required for design and construction, shall not exceed time limits current under the Design-Build Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Design-Build Documents, shall provide for expeditious and practicable execution of the Work, and shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project.

§ 3.1.9.2 The Design-Builder shall perform the Work in general accordance with the most recent schedules submitted to the Owner.

§ 3.1.10 **Certifications.** The Design-Builder shall obtain from the Architect, Consultants, and Contractors, and furnish to the Owner, certifications with respect to the documents and services provided by the Architect, Consultants, and Contractors (a) that, to the best of their knowledge, information and belief, the documents or services to which the certifications relate (i) are consistent with the Design-Build Documents, except to the extent specifically identified in the certificate, and (ii) comply with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities governing the design of the Project; and (b) that the Owner and its consultants shall be entitled to rely upon the accuracy of the representations and statements contained in the certifications. The Design-Builder's Architect, Consultants, and Contractors shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of their services.

§ 3.1.11 **Design-Builder's Submittals**

§ 3.1.11.1 Prior to submission of any Submittals, the Design-Builder shall prepare a Submittal schedule, and shall submit the schedule for the Owner's approval. The Owner's approval shall not unreasonably be delayed or withheld. The Submittal schedule shall (1) be coordinated with the Design-Builder's schedule provided in Section 3.1.9.1, (2) allow the Owner reasonable time to review Submittals, and (3) be periodically updated to reflect the progress of the Work. If the Design-Builder fails to submit a Submittal schedule, the Design-Builder shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of Submittals.

§ 3.1.11.2 By providing Submittals the Design-Builder represents to the Owner that it has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such Submittals with the requirements of the Work and of the Design-Build Documents.

§ 3.1.11.3 The Design-Builder shall perform no portion of the Work for which the Design-Build Documents require Submittals until the Owner has approved the respective Submittal.

§ 3.1.11.4 The Work shall be in accordance with approved Submittals except that the Design-Builder shall not be relieved of its responsibility to perform the Work consistent with the requirements of the Design-Build Documents. The Work may deviate from the Design-Build Documents only if the Design-Builder has notified the Owner in writing of a deviation from the Design-Build Documents at the time of the Submittal and a Modification is executed authorizing the identified deviation. The Design-Builder shall not be relieved of responsibility for errors or omissions in Submittals by the Owner's approval of the Submittals.

§ 3.1.11.5 All professional design services or certifications to be provided by the Design-Builder, including all drawings, calculations, specifications, certifications, shop drawings and other Submittals, shall contain the signature and seal of the licensed design professional preparing them. Submittals related to the Work designed or certified by the licensed design professionals, if prepared by others, shall bear the licensed design professional's written approval. The Owner and its consultants shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

§ 3.1.12 **Warranty.** The Design-Builder warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless the Design-Build Documents require or permit otherwise. The Design-Builder further warrants that the Work will conform to the requirements of the Design-Build Documents and will be free from defects, except for those expressly permitted by the Design-Build Documents. Work, materials, or equipment not conforming to these requirements may be considered defective. The Design-Builder's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Design-Builder, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner, the Design-Builder shall furnish satisfactory evidence as to the kind and quality of materials and equipment. **The warranty period of two (2) years from the date of substantial completion and acceptance of the project will cover the building envelope. The warranty period of one (1) year starts from the date of substantial completion and acceptance of the project that allows for the Owner to move into the building for all other items.**

§ 3.1.13 Royalties, Patents and Copyrights

§ 3.1.13.1 The Design-Builder shall pay all royalties and license fees.

§ 3.1.13.2 The Design-Builder shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and its separate contractors and consultants harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Owner, or where the copyright violations are required in the Owner's Criteria. However, if the Design-Builder has reason to believe that the design, process or product required in the Owner's Criteria is an infringement of a copyright or a patent, the Design-Builder shall be responsible for such loss unless such information is promptly furnished to the Owner. If the Owner receives notice from a patent or copyright owner of an alleged violation of a patent or copyright, attributable to the Design-Builder, the Owner shall give prompt written notice to the Design-Builder.

§ 3.1.14 Indemnification

§ 3.1.14.1 To the fullest extent permitted by law, the Design-Builder shall indemnify and hold harmless the Owner, including the Owner's agents and employees, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, but only to the extent caused by the negligent acts or omissions of the Design-Builder, Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.1.14.

§ 3.1.14.2 The indemnification obligation under this Section 3.1.14 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for Design-Builder, Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by them, under workers' compensation acts, disability benefit acts or other employee benefit acts.

§ 3.1.15 Contingent Assignment of Agreements

§ 3.1.15.1 Each agreement for a portion of the Work is assigned by the Design-Builder to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause, pursuant to Sections 13.1.4 or 13.2.2, and only for those agreements that the Owner accepts by written notification to the Design-Builder and the Architect, Consultants, and Contractors whose agreements are accepted for assignment; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of an agreement, the Owner assumes the Design-Builder's rights and obligations under the agreement.

§ 3.1.15.2 Upon such assignment, if the Work has been suspended for more than 30 days, the compensation under the assigned agreement shall be equitably adjusted for increases in cost resulting from the suspension.

§ 3.1.15.3 Upon such assignment to the Owner under this Section 3.1.15, the Owner may further assign the agreement to a successor design-builder or other entity. If the Owner assigns the agreement to a successor design-builder or other entity, the Owner shall nevertheless remain legally responsible for all of the successor design-builder's or other entity's obligations under the agreement.

§ 3.1.16 Design-Builder's Insurance and Bonds. The Design-Builder shall purchase and maintain insurance and provide bonds as set forth in Exhibit B.

ARTICLE 4 WORK PRIOR TO EXECUTION OF THE DESIGN-BUILD AMENDMENT

§ 4.1 General

§ 4.1.1 Any information submitted by the Design-Builder, and any interim decisions made by the Owner, shall be for the purpose of facilitating the design process and shall not modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

§ 4.1.2 The Design-Builder shall advise the Owner on proposed site use and improvements, selection of materials, and building systems and equipment. The Design-Builder shall also provide the Owner with recommendations, consistent with the Owner's Criteria, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 4.2 Evaluation of the Owner's Criteria

§ 4.2.1 The Design-Builder shall schedule and conduct meetings with the Owner and any other necessary individuals or entities to discuss and review the Owner's Criteria as set forth in Section 1.1. The Design-Builder shall thereafter again meet with the Owner to discuss a preliminary evaluation of the Owner's Criteria. The preliminary evaluation shall address possible alternative approaches to design and construction of the Project and include the Design-Builder's recommendations, if any, with regard to accelerated or fast-track scheduling, procurement, or phased construction. The preliminary evaluation shall consider cost information, constructability, and procurement and construction scheduling issues.

§ 4.2.2 After the Design-Builder meets with the Owner and presents the preliminary evaluation, the Design-Builder shall provide a written report to the Owner, summarizing the Design-Builder's evaluation of the Owner's Criteria. The report shall also include

- .1 allocations of program functions, detailing each function and their square foot areas; **and**
- .2 a preliminary estimate of the Cost of the Work, and, if necessary, recommendations to adjust the Owner's Criteria to conform to the Owner's budget; **and**
- .3 a preliminary schedule, which shall include proposed design milestones; dates for receiving additional information from, or for work to be completed by, the Owner; anticipated date for the Design-Builder's Proposal; and dates of periodic design review sessions with the

(Paragraphs deleted)
Owner.

§ 4.2.3 The Owner shall review the Design-Builder's written report and, if acceptable, provide the Design-Builder with written consent to proceed to the development of the Preliminary Design as described in Section 4.3. The consent to proceed shall not be understood to modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

§ 4.3 Preliminary Design

§ 4.3.1

(Paragraphs deleted)

The Design-Build Team will perform a high-level analysis and program for the project. The Project Team will take the findings of the analysis and agree upon the next steps to move the project forward into the Schematic Design Phase.

§ 4.3.2 The Owner shall review **high-level analysis** and, if acceptable, provide the Design-Builder with written consent to proceed to development of the **Schematic Design and subsequent Design Phases**.

§ 4.3.3 The Design-Builder shall perform the following services at the following Design Milestones that lead to producing a **Guaranteed Maximum Price (GMP)** as part of the Design process:

- .1 Schematic Design Documents
- .2 Design Development Documents
- .3 Construction Documents
- .4 Bid Phase Services

Budget updates will be provided at all of the above-mentioned Design Milestones and the GMP will be produced after the competitive bid process is complete. The GMP will be produced as part of the Design-Build Amendment to the contract. The Owner shall provide approval at the end of each Design Milestone prior to the Design-Builder commencing to the next phase.

§ 4.4 Design-Builder's GMP Proposal

§ 4.4.1 Upon the Owner's issuance of a written consent to proceed under Section 4.3.2, the Design-Builder shall prepare and submit the Design-Builder's Proposal to the Owner. The Design-Builder's Proposal shall include the following:

- .1 A list of the Preliminary Design documents and other information, including the Design-Builder's clarifications, assumptions and deviations from the Owner's Criteria, upon which the Design-Builder's Proposal is based;
- .2 The proposed Contract Sum, including the compensation method and, if based upon the Cost of the Work plus a fee, a written statement of estimated cost organized by trade categories, allowances, contingencies, Design-Builder's Fee, and other items that comprise the Contract Sum;
- .3 The proposed date the Design-Builder shall achieve Substantial Completion;
- .4 An enumeration of any qualifications and exclusions, if applicable;
- .5 A list of the Design-Builder's key personnel, **Contractors and suppliers**; and
- .6 The date on which the Design-Builder's Proposal expires.

§ 4.4.2 Submission of the Design-Builder's Proposal shall constitute a representation by the Design-Builder that it has visited the site and become familiar with local conditions under which the Work is to be completed.

§ 4.4.3 If the Owner and Design-Builder agree on a proposal, the Owner and Design-Builder shall execute the Design-Build Amendment setting forth the terms of their agreement.

ARTICLE 5 WORK FOLLOWING EXECUTION OF THE DESIGN-BUILD AMENDMENT

§ 5.1 Construction Documents

§ 5.1.1 Upon the execution of the Design-Build Amendment, the Design-Builder shall prepare a **final set of** Construction Documents. The Construction Documents shall establish the quality levels of materials and systems required. The Construction Documents shall be consistent with the Design-Build Documents.

§ 5.1.2 The Design-Builder shall provide the Construction Documents to the Owner for the Owner's information. If the Owner discovers any deviations between the Construction Documents and the Design-Build Documents, the Owner shall promptly notify the Design-Builder of such deviations in writing. The Construction Documents shall not modify the Design-Build Documents unless the Owner and Design-Builder execute a Modification. The failure of the Owner to discover any such deviations shall not relieve the Design-Builder of the obligation to perform the Work in accordance with the Design-Build Documents.

§ 5.2 Construction

§ 5.2.1 **Commencement.** Except as permitted in Section 5.2.2, construction shall not commence prior to execution of the Design-Build Amendment.

§ 5.2.2 If the Owner and Design-Builder agree in writing, construction may proceed prior to the execution of the Design-Build Amendment. However, such authorization shall not waive the Owner's right to reject the Design-Builder's Proposal.

§ 5.2.3 The Design-Builder shall supervise and direct the Work, using the Design-Builder's best skill and attention. The Design-Builder shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract, unless the Design-Build Documents give other specific instructions concerning these matters.

§ 5.2.4 The Design-Builder shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 5.3 Labor and Materials

§ 5.3.1 Unless otherwise provided in the Design-Build Documents, the Design-Builder shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services, necessary for proper execution and completion of the Work, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work.

§ 5.3.2 When a material or system is specified in the Design-Build Documents, the Design-Builder may make substitutions only in accordance with Article 6.

§ 5.3.3 The Design-Builder shall enforce strict discipline and good order among the Design-Builder's employees and other persons carrying out the Work. The Design-Builder shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 5.4 Taxes

The Design-Builder shall pay sales, consumer, use and similar taxes, for the Work provided by the Design-Builder, that are legally enacted when the Design-Build Amendment is executed, whether or not yet effective or merely scheduled to go into effect.

§ 5.5 Permits, Fees, Notices and Compliance with Laws

§ 5.5.1 Unless otherwise provided in the Design-Build Documents, the Design-Builder shall secure and pay for the building permit as well as any other permits, fees, licenses, and inspections by government agencies, necessary for proper execution of the Work and Substantial Completion of the Project.

§ 5.5.2 The Design-Builder shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, applicable to performance of the Work.

§ 5.5.3 **Concealed or Unknown Conditions.** If the Design-Builder encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Design-Build Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Design-Build Documents, the Design-Builder shall promptly provide notice to the Owner before conditions are disturbed and in no event later than 7 days after first observance of the conditions. The Owner shall promptly investigate such conditions and, if the Owner determines that they differ materially and cause an increase or decrease in the Design-Builder's cost of, or time required for, performance of any part of the Work, shall recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Owner determines that the conditions at the site are not materially different from those indicated in the Design-Build Documents and that no change in the terms of the Contract is justified, the Owner shall promptly notify the Design-Builder in writing, stating the reasons. If the Design-Builder disputes the Owner's determination or recommendation, the Design-Builder may proceed as provided in Article 14.

§ 5.5.4 If, in the course of the Work, the Design-Builder encounters human remains, or recognizes the existence of burial markers, archaeological sites, or wetlands, not indicated in the Design-Build Documents, the Design-Builder shall immediately suspend any operations that would affect them and shall notify the Owner. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Design-Builder shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 14.

§ 5.6 Allowances

§ 5.6.1 The Design-Builder shall include in the Contract Sum all allowances stated in the Design-Build Documents. Items covered by allowances shall be supplied for such amounts, and by such persons or entities as the Owner may direct, but the Design-Builder shall not be required to employ persons or entities to whom the Design-Builder has reasonable objection.

§ 5.6.2 Unless otherwise provided in the Design-Build Documents,

- .1 allowances shall cover the cost to the Design-Builder of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 the Design-Builder's costs for **overhead, profit, bonds, insurance, and other expenses contemplated for stated allowance amounts, shall be included in the Contract Sum but not in the allowances;** and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs

and the allowances under Section 5.6.2.1 and (2) changes in Design-Builder's costs under Section 5.6.2.2.

§ 5.6.3 The Owner shall make selections of materials and equipment with reasonable promptness for allowances requiring Owner selection.

§ 5.7 Key Personnel, Contractors and Suppliers

§ 5.7.1 The Design-Builder shall not employ personnel, or contract with Contractors or suppliers to whom the Owner has made reasonable and timely objection. The Design-Builder shall not be required to contract with anyone to whom the Design-Builder has made reasonable and timely objection. **Design-Builder acknowledges the requirements of NCGS § 64-25, et seq., and shall comply with the E-Verify work authorization requirements of Article 2 of Chapter 64 of North Carolina General Statutes; Design-Builder further acknowledges that to the best of its knowledge, any Contractors or suppliers with whom it contracts are in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statutes. Design-Builder further certifies that as of the effective date of this Agreement, it is not on the Final Divestment List as created by the State Treasurer pursuant to NCGS § 147-86.55, et seq. In compliance with the requirements of the Iran Divestment Act and NCGS §147-86.59. Design-Builder shall not utilize any Contractor or vendor that is identified on the Final Divestment List.**

§ 5.7.2 If the Design-Builder changes any of the personnel, Contractors or suppliers identified in the Design-Build Amendment, the Design-Builder shall notify the Owner and provide the name and qualifications of the new personnel, Contractor or supplier. The Owner may reply within 14 days to the Design-Builder in writing, stating (1) whether the Owner has reasonable objection to the proposed personnel, Contractor or supplier or (2) that the Owner requires additional time to review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.7.3 Except for those persons or entities already identified or required in the Design-Build Amendment, the Design-Builder, as soon as practicable after execution of the Design-Build Amendment, shall furnish in writing to the Owner the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Owner may reply within 14 days to the Design-Builder in writing stating (1) whether the Owner has reasonable objection to any such proposed person or entity or (2) that the Owner requires additional time for review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.7.3.1 If the Owner has reasonable objection to a person or entity proposed by the Design-Builder, the Design-Builder shall propose another to whom the Owner has no reasonable objection. If the rejected person or entity was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute person or entity's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Design-Builder has acted promptly and responsively in submitting names as required.

§ 5.8 Documents and Submittals at the Site

The Design-Builder shall maintain at the site for the Owner one copy of the Design-Build Documents and a current set of the Construction Documents, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Submittals. The Design-Builder shall deliver these items to the Owner in accordance with Section 9.10.2 as a record of the Work as constructed.

§ 5.9 Use of Site

The Design-Builder shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Design-Build Documents, and shall not unreasonably encumber the site with materials or equipment.

§ 5.10 Cutting and Patching

The Design-Builder shall not cut, patch or otherwise alter fully or partially completed construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be

unreasonably withheld. The Design-Builder shall not unreasonably withhold from the Owner or a separate contractor the Design-Builder's consent to cutting or otherwise altering the Work.

§ 5.11 Cleaning Up

§ 5.11.1 The Design-Builder shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Design-Builder shall remove waste materials, rubbish, the Design-Builder's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 5.11.2 If the Design-Builder fails to clean up as provided in the Design-Build Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Design-Builder.

§ 5.12 Access to Work

The Design-Builder shall provide the Owner and its separate contractors and consultants access to the Work in preparation and progress wherever located. The Design-Builder shall notify the Owner regarding Project safety criteria and programs, which the Owner, and its contractors and consultants, shall comply with while at the site.

§ 5.13 Construction by Owner or by Separate Contractors

§ 5.13.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 5.13.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces; and to award separate contracts in connection with other portions of the Project, or other construction or operations on the site, under terms and conditions identical or substantially similar to this Contract, including those terms and conditions related to insurance and waiver of subrogation. The Owner shall notify the Design-Builder promptly after execution of any separate contract. If the Design-Builder claims that delay or additional cost is involved because of such action by the Owner, the Design-Builder shall make a Claim as provided in Article 14.

§ 5.13.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Design-Builder" in the Design-Build Documents in each case shall mean the individual or entity that executes each separate agreement with the Owner.

§ 5.13.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces, and of each separate contractor, with the Work of the Design-Builder, who shall cooperate with them. The Design-Builder shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Design-Builder shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Design-Builder, separate contractors and the Owner until subsequently revised.

§ 5.13.1.4 Unless otherwise provided in the Design-Build Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or separate contractors, the Owner shall be deemed to be subject to the same obligations, and to have the same rights, that apply to the Design-Builder under the Contract.

§ 5.14 Mutual Responsibility

§ 5.14.1 The Design-Builder shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Design-Builder's construction and operations with theirs as required by the Design-Build Documents.

§ 5.14.2 If part of the Design-Builder's Work depends upon construction or operations by the Owner or a separate contractor, the Design-Builder shall, prior to proceeding with that portion of the Work, prepare a written report to the Owner, identifying apparent discrepancies or defects in the construction or operations by the Owner or separate contractor that would render it unsuitable for proper execution and results of the Design-Builder's Work. Failure of the Design-Builder to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Design-Builder's Work, except as to defects not then reasonably discoverable.

§ 5.14.3 The Design-Builder shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Design-Builder's delays, improperly timed activities or defective construction. The Owner

shall be responsible to the Design-Builder for costs the Design-Builder incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 5.14.4 The Design-Builder shall promptly remedy damage the Design-Builder wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 5.14.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching the Work as the Design-Builder has with respect to the construction of the Owner or separate contractors in Section 5.10.

§ 5.15 Owner's Right to Clean Up

If a dispute arises among the Design-Builder, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and will allocate the cost among those responsible.

ARTICLE 6 CHANGES IN THE WORK

§ 6.1 General

§ 6.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order or Change Directive, subject to the limitations stated in this Article 6 and elsewhere in the Design-Build Documents.

§ 6.1.2 A Change Order shall be based upon agreement between the Owner and Design-Builder. The Owner may issue a Change Directive without agreement by the Design-Builder.

§ 6.1.3 Changes in the Work shall be performed under applicable provisions of the Design-Build Documents, and the Design-Builder shall proceed promptly, unless otherwise provided in the Change Order or Change Directive.

§ 6.2 Change Orders

A Change Order is a written instrument signed by the Owner and Design-Builder stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 6.3 Change Directives

§ 6.3.1 A Change Directive is a written order signed by the Owner directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, or Contract Time. The Owner may by Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, and Contract Time being adjusted accordingly.

§ 6.3.2 A Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 6.3.3 If the Change Directive provides for an adjustment to the Contract Sum or, if prior to execution of the Design-Build Amendment, an adjustment in the Design-Builder's compensation, the adjustment shall be based on one of the following methods **to be determined by the Town and Design-Builder**:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Design-Build Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 6.3.7.

§ 6.3.4 If unit prices are stated in the Design-Build Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Change Directive so that application of

such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Design-Builder, the applicable unit prices shall be equitably adjusted.

§ 6.3.5 Upon receipt of a Change Directive, the Design-Builder shall promptly proceed with the change in the Work involved and advise the Owner of the Design-Builder's agreement or disagreement with the method, if any, provided in the Change Directive for determining the proposed adjustment in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, or Contract Time.

§ 6.3.6 A Change Directive signed by the Design-Builder indicates the Design-Builder's agreement therewith, including adjustment in Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 6.3.7 If the Design-Builder does not respond promptly or disagrees with the method for adjustment in the Contract Sum or, if prior to execution of the Design-Build Amendment, the method for adjustment in the Design-Builder's compensation, the Owner shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 6.3.3.3, the Design-Builder shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Design-Build Documents, costs for the purposes of this Section 6.3.7 shall be limited to the following:

- .1 Additional costs of professional services;
- .2 Costs of labor, including social security, unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .3 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .4
- .5 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .6 Additional costs of supervision and field office personnel directly attributable to the change.

§ 6.3.8 The amount of credit to be allowed by the Design-Builder to the Owner for a deletion or change that results in a net decrease in the Contract Sum or, if prior to execution of the Design-Build Amendment, in the Design-Builder's compensation, shall be actual net cost. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 6.3.9 Pending final determination of the total cost of a Change Directive to the Owner, the Design-Builder may request payment for Work completed under the Change Directive in Applications for Payment. The Owner will make an interim determination for purposes of certification for payment for those costs deemed to be reasonably justified. The Owner's interim determination of cost shall adjust the Contract Sum or, if prior to execution of the Design-Build Amendment, the Design-Builder's compensation, on the same basis as a Change Order, subject to the right of Design-Builder to disagree and assert a Claim in accordance with Article 14.

§ 6.3.10 When the Owner and Design-Builder agree with a determination concerning the adjustments in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Owner and Design-Builder shall execute a Change Order. Change Orders may be issued for all or any part of a Change Directive.

ARTICLE 7 OWNER'S RESPONSIBILITIES

§ 7.1 General

§ 7.1.1 The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all Project matters requiring the Owner's approval or authorization.

§ 7.1.2 The Owner shall render decisions in a timely manner and in accordance with the Design-Builder's schedule agreed to by the Owner. The Owner shall furnish to the Design-Builder, within 15 days after receipt of a written

request, information necessary and relevant for the Design-Builder to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 7.2 Information and Services Required of the Owner

§ 7.2.1 The Owner shall furnish information or services required of the Owner by the Design-Build Documents with reasonable promptness.

§ 7.2.2 The Owner shall provide, to the extent under the Owner's control and if not required by the Design-Build Documents to be provided by the Design-Builder, the results and reports of prior tests, inspections or investigations conducted for the Project involving structural or mechanical systems; chemical, air and water pollution; hazardous materials; or environmental and subsurface conditions and information regarding the presence of pollutants at the Project site. Upon receipt of a written request from the Design-Builder, the Owner shall also provide surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site under the Owner's control.

§ 7.2.3 The Owner shall promptly obtain easements, zoning variances, and legal authorizations or entitlements regarding site utilization where essential to the execution of the Project.

§ 7.2.4 The Owner shall cooperate with the Design-Builder in securing building and other permits, licenses and inspections.

§ 7.2.5 The services, information, surveys and reports required to be provided by the Owner under this Agreement, shall be furnished at the Owner's expense, and except as otherwise specifically provided in this Agreement or elsewhere in the Design-Build Documents or to the extent the Owner advises the Design-Builder to the contrary in writing, the Design-Builder shall be entitled to rely upon the accuracy and completeness thereof. In no event shall the Design-Builder be relieved of its responsibility to exercise proper precautions relating to the safe performance of the Work.

§ 7.2.6 If the Owner observes or otherwise becomes aware of a fault or defect in the Work or non-conformity with the Design-Build Documents, the Owner shall give prompt written notice thereof to the Design-Builder.

§ 7.2.7 Prior to the execution of the Design-Build Amendment, the Design-Builder may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Design-Build Documents and the Design-Builder's Proposal. Thereafter, the Design-Builder may only request such evidence if (1) the Owner fails to make payments to the Design-Builder as the Design-Build Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Design-Builder identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Design-Builder.

§ 7.2.8 Except as otherwise provided in the Design-Build Documents or when direct communications have been specially authorized, the Owner shall communicate through the Design-Builder with persons or entities employed or retained by the Design-Builder.

§ 7.2.9 Unless required by the Design-Build Documents to be provided by the Design-Builder, the Owner shall, upon request from the Design-Builder, furnish the services of geotechnical engineers or other consultants for investigation of subsurface, air and water conditions when such services are reasonably necessary to properly carry out the design services furnished by the Design-Builder. In such event, the Design-Builder shall specify the services required. Such services may include, but are not limited to, test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, and necessary operations for anticipating subsoil conditions. The services of geotechnical engineer(s) or other consultants shall include preparation and submission of all appropriate reports and professional recommendations.

§ 7.2.10 The Owner shall purchase and maintain insurance as set forth in Exhibit B.

§ 7.3 Submittals

§ 7.3.1 The Owner shall review and approve or take other appropriate action on Submittals. Review of Submittals is not conducted for the purpose of determining the accuracy and completeness of other details, such as dimensions and quantities; or for substantiating instructions for installation or performance of equipment or systems; or for determining that the Submittals are in conformance with the Design-Build Documents, all of which remain the responsibility of the Design-Builder as required by the Design-Build Documents. The Owner's action will be taken in accordance with the submittal schedule approved by the Owner or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Owner's judgment to permit adequate review. The Owner's review of Submittals shall not relieve the Design-Builder of the obligations under Sections 3.1.11, 3.1.12, and 5.2.3. The Owner's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Owner, of any construction means, methods, techniques, sequences or procedures. The Owner's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 7.3.2 Upon review of the Submittals required by the Design-Build Documents, the Owner shall notify the Design-Builder of any non-conformance with the Design-Build Documents the Owner discovers.

§ 7.4 Visits to the site by the Owner shall not be construed to create an obligation on the part of the Owner to make on-site inspections to check the quality or quantity of the Work. The Owner shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, because these are solely the Design-Builder's rights and responsibilities under the Design-Build Documents.

§ 7.5 The Owner shall not be responsible for the Design-Builder's failure to perform the Work in accordance with the requirements of the Design-Build Documents. The Owner shall not have control over or charge of, and will not be responsible for acts or omissions of the Design-Builder, Architect, Consultants, Contractors, or their agents or employees, or any other persons or entities performing portions of the Work for the Design-Builder.

§ 7.6 The Owner has the authority to reject Work that does not conform to the Design-Build Documents. The Owner shall have authority to require inspection or testing of the Work in accordance with Section 15.5.2, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Owner nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Owner to the Design-Builder, the Architect, Consultants, Contractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 7.7 The Owner shall determine the date or dates of Substantial Completion in accordance with Section 9.8 and the date of final completion in accordance with Section 9.10.

§ 7.8 Owner's Right to Stop Work

If the Design-Builder fails to correct Work which is not in accordance with the requirements of the Design-Build Documents as required by Section 11.2 or persistently fails to carry out Work in accordance with the Design-Build Documents, the Owner may issue a written order to the Design-Builder to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Design-Builder or any other person or entity, except to the extent required by Section 5.13.1.3.

§ 7.9 Owner's Right to Carry Out the Work

If the Design-Builder defaults or neglects to carry out the Work in accordance with the Design-Build Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Design-Builder the reasonable cost of correcting such deficiencies. If payments then or thereafter due the Design-Builder are not sufficient to cover such amounts, the Design-Builder shall pay the difference to the Owner.

ARTICLE 8 TIME

§ 8.1 Progress and Completion

§ 8.1.1 Time limits stated in the Design-Build Documents are of the essence of the Contract. By executing the Design-Build Amendment the Design-Builder confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.1.2 The Design-Builder shall not, except by agreement of the Owner in writing, commence the Work prior to the effective date of insurance, other than property insurance, required by this Contract. The Contract Time shall not be adjusted as a result of the Design-Builder's failure to obtain insurance required under this Contract.

§ 8.1.3 The Design-Builder shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.2 Delays and Extensions of Time

§ 8.2.1 If the Design-Builder is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or of a consultant or separate contractor employed by the Owner; or by changes ordered in the Work by the Owner; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Design-Builder's control; or by delay authorized by the Owner pending mediation and binding dispute resolution or by other causes that the Owner determines may justify delay, then the Contract Time **and Cost** shall be extended by Change Order for such reasonable time as the Owner may determine.

§ 8.2.2 Claims relating to time shall be made in accordance with applicable provisions of Article 14.

§ 8.2.3 This Section 8.2 does not preclude recovery of damages for delay by either party under other provisions of the Design-Build Documents.

ARTICLE 9 PAYMENT APPLICATIONS AND PROJECT COMPLETION

§ 9.1 Contract Sum

The Contract Sum is stated in the Design-Build Amendment.

§ 9.2 Schedule of Values

Where the Contract Sum is based on a stipulated sum or Guaranteed Maximum Price, the Design-Builder, prior to the first Application for Payment after execution of the Design-Build Amendment shall submit to the Owner a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner **within three weeks of presentation**, shall be used as a basis for reviewing the Design-Builder's Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Design-Builder shall submit to the Owner an itemized Application for Payment for completed portions of the Work. The application shall be notarized, if required, and supported by data substantiating the Design-Builder's right to payment as the Owner may require, such as copies of requisitions from the Architect, Consultants, Contractors, and material suppliers, and shall reflect retainage if provided for in the Design-Build Documents. **The application for payment shall be for work performed on a monthly basis and shall include the timeframe of the first of the month to the last day of the month. Provided that an Application for Payment is received by the Owner not later than the 25th day of a month, the Owner shall make payment of the amount certified to the Design-Builder not later than the 25th day of the following month. If an Application for Payment is received by the Owner after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Owner receives the Application for Payment.**

§ 9.3.1.1 As provided in Section 6.3.9, Applications for Payment may include requests for payment on account of changes in the Work that have been properly authorized by Change Directives, or by interim determinations of the Owner, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Design-Builder does not intend to pay the Architect, Consultant, Contractor, material supplier, or other persons or

entities providing services or work for the Design-Builder, unless such Work has been performed by others whom the Design-Builder intends to pay.

§ 9.3.2 Unless otherwise provided in the Design-Build Documents, payments shall be made for services provided as well as materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Design-Builder with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Design-Builder warrants that title to all Work, other than Instruments of Service, covered by an Application for Payment will pass to the Owner no later than the time of payment. The Design-Builder further warrants that, upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Design-Builder's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Design-Builder, Architect, Consultants, Contractors, material suppliers, or other persons or entities entitled to make a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 Certificates for Payment

The Owner shall, within seven days after receipt of the Design-Builder's Application for Payment, issue to the Design-Builder a Certificate for Payment indicating the amount the Owner determines is properly due and notify the Design-Builder in writing of the Owner's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Owner may withhold a Certificate for Payment in whole or in part to the extent reasonably necessary to protect the Owner due to the Owner's determination that the Work has not progressed to the point indicated in the Design-Builder's Application for Payment, or the quality of the Work is not in accordance with the Design-Build Documents. If the Owner is unable to certify payment in the amount of the Application, the Owner will notify the Design-Builder as provided in Section 9.4. If the Design-Builder and Owner cannot agree on a revised amount, the Owner will promptly issue a Certificate for Payment for the amount that the Owner deems to be due and owing. The Owner may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued to such extent as may be necessary to protect the Owner from loss for which the Design-Builder is responsible because of

- .1 defective Work, including design and construction, not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Design-Builder;
- .3 failure of the Design-Builder to make payments properly to the Architect, Consultants, Contractors or others, for services, labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Design-Build Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Owner withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Design-Builder and to the Architect or any Consultants, Contractor, material or equipment suppliers, or other persons or entities providing services or work for the Design-Builder to whom the Design-Builder failed to make payment for Work properly performed or material or equipment suitably delivered.

§ 9.6 Progress Payments

§ 9.6.1 After the Owner has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Design-Build Documents.

§ 9.6.2 The Design-Builder shall pay each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder no later than the time period required by applicable law, but in no event more than seven days after receipt of payment from the Owner the amount to which the Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder is entitled, reflecting percentages actually retained from payments to the Design-Builder on account of the portion of the Work performed by the Architect, Consultant, Contractor, or other person or entity. The Design-Builder shall, by appropriate agreement with each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder, require each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder to make payments to subconsultants and subcontractors in a similar manner.

§ 9.6.3 The Owner will, on request and if practicable, furnish to the Architect, a Consultant, Contractor, or other person or entity providing services or work for the Design-Builder, information regarding percentages of completion or amounts applied for by the Design-Builder and action taken thereon by the Owner on account of portions of the Work done by such Architect, Consultant, Contractor or other person or entity providing services or work for the Design-Builder.

§ 9.6.4 The Owner has the right to request written evidence from the Design-Builder that the Design-Builder has properly paid the Architect, Consultants, Contractors, or other person or entity providing services or work for the Design-Builder, amounts paid by the Owner to the Design-Builder for the Work. If the Design-Builder fails to furnish such evidence within seven days, the Owner shall have the right to contact the Architect, Consultants, and Contractors to ascertain whether they have been properly paid. The Owner shall have no obligation to pay or to see to the payment of money to a Consultant or Contractor, except as may otherwise be required by law.

§ 9.6.5 Design-Builder payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Design-Build Documents.

§ 9.6.7 Unless the Design-Builder provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Design-Builder for Work properly performed by the Architect, Consultants, Contractors and other person or entity providing services or work for the Design-Builder, shall be held by the Design-Builder for the Architect and those Consultants, Contractors, or other person or entity providing services or work for the Design-Builder, for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Design-Builder, shall create any fiduciary liability or tort liability on the part of the Design-Builder for breach of trust or shall entitle any person or entity to an award of punitive damages against the Design-Builder for breach of the requirements of this provision.

§ 9.7 Failure of Payment

If the Owner does not issue a Certificate for Payment, through no fault of the Design-Builder, within the time required by the Design-Build Documents, then the Design-Builder may, upon seven additional days' written notice to the Owner, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Design-Builder's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Design-Build Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Design-Build Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion is the date certified by the Owner in accordance with this Section 9.8.

§ 9.8.2 When the Design-Builder considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Design-Builder shall prepare and submit to the Owner a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Design-Builder to complete all Work in accordance with the Design-Build Documents.

§ 9.8.3 Upon receipt of the Design-Builder's list, the Owner shall make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Owner's inspection discloses any item, whether or not included on the Design-Builder's list, which is not sufficiently complete in accordance with the Design-Build Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Design-Builder shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner. In such case, the Design-Builder shall then submit a request for another inspection by the Owner to determine Substantial Completion.

§ 9.8.4 Prior to issuance of the Certificate of Substantial Completion under Section 9.8.5, the Owner and Design-Builder shall discuss and then determine the parties' obligations to obtain and maintain property insurance following issuance of the Certificate of Substantial Completion.

§ 9.8.5 When the Work or designated portion thereof is substantially complete, the Design-Builder will prepare for the Owner's signature a Certificate of Substantial Completion that shall, upon the Owner's signature, establish the date of Substantial Completion; establish responsibilities of the Owner and Design-Builder for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Design-Builder shall finish all items on the list accompanying the Certificate. Warranties required by the Design-Build Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.6 The Certificate of Substantial Completion shall be submitted by the Design-Builder to the Owner for written acceptance of responsibilities assigned to it in the Certificate. Upon the Owner's acceptance, and consent of surety, if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Design-Build Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Design-Builder, provided such occupancy or use is consented to, by endorsement or otherwise, by the insurer providing property insurance and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Design-Builder have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Design-Build Documents. When the Design-Builder considers a portion substantially complete, the Design-Builder shall prepare and submit a list to the Owner as provided under Section 9.8.2. Consent of the Design-Builder to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Design-Builder.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner and Design-Builder shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Design-Build Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Design-Builder's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner will promptly make such inspection. When the Owner finds the Work acceptable under the Design-Build Documents and the Contract fully performed, the Owner will, subject to Section 9.10.2, promptly issue a final Certificate for Payment.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Design-Builder submits to the Owner (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work, for which the Owner or the Owner's property might be responsible or encumbered, (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Design-Build Documents to remain in force after final payment is currently in effect, (3) a written statement that the Design-Builder knows of no substantial reason that the insurance will not be renewable to cover the period required by the Design-Build Documents, (4) consent of surety, if any, to final payment, (5) as-constructed record

copy of the Construction Documents marked to indicate field changes and selections made during construction, (6) manufacturer's warranties, product data, and maintenance and operations manuals, and (7) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, or releases and waivers of liens, claims, security interests, or encumbrances, arising out of the Contract, to the extent and in such form as may be designated by the Owner. If an Architect, a Consultant, or a Contractor, or other person or entity providing services or work for the Design-Builder, refuses to furnish a release or waiver required by the Owner, the Design-Builder may furnish a bond satisfactory to the Owner to indemnify the Owner against such liens, claims, security interests, or encumbrances. If such liens, claims, security interests, or encumbrances remains unsatisfied after payments are made, the Design-Builder shall refund to the Owner all money that the Owner may be compelled to pay in discharging such liens, claims, security interests, or encumbrances, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Design-Builder or by issuance of Change Orders affecting final completion, the Owner shall, upon application by the Design-Builder, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Design-Build Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Design-Builder to the Owner prior to issuance of payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Design-Build Documents; or
- .3 terms of special warranties required by the Design-Build Documents.

§ 9.10.5 Acceptance of final payment by the Design-Builder shall constitute a waiver of claims by the Design-Builder except those previously made in writing and identified by the Design-Builder as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Design-Builder shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Design-Builder shall be responsible for precautions for the safety of, and reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Design-Builder or the Architect, Consultants, or Contractors, or other person or entity providing services or work for the Design-Builder; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, or structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Design-Builder shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property, or their protection from damage, injury or loss.

§ 10.2.3 The Design-Builder shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notify owners and users of adjacent sites and utilities of the safeguards and protections.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods, are necessary for execution of the Work, the Design-Builder shall exercise utmost care, and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Design-Builder shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Design-Build Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3, caused in whole or in part by the Design-Builder, the Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Design-Builder is responsible under Sections 10.2.1.2 and 10.2.1.3; except damage or loss attributable to acts or omissions of the Owner, or anyone directly or indirectly employed by the Owner, or by anyone for whose acts the Owner may be liable, and not attributable to the fault or negligence of the Design-Builder. The foregoing obligations of the Design-Builder are in addition to the Design-Builder's obligations under Section 3.1.14.

§ 10.2.6 The Design-Builder shall designate a responsible member of the Design-Builder's organization, at the site, whose duty shall be the prevention of accidents. This person shall be the Design-Builder's superintendent unless otherwise designated by the Design-Builder in writing to the Owner.

§ 10.2.7 The Design-Builder shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property. If the Owner or Design-Builder suffers injury or damage to person or property because of an act or omission of the other, or of others for whose acts such party is legally responsible, written notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials

§ 10.3.1 The Design-Builder is responsible for compliance with any requirements included in the Design-Build Documents regarding hazardous materials. If the Design-Builder encounters a hazardous material or substance not addressed in the Design-Build Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Design-Builder, the Design-Builder shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner in writing.

§ 10.3.2 Upon receipt of the Design-Builder's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Design-Builder and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Design-Build Documents, the Owner shall furnish in writing to the Design-Builder the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Design-Builder will promptly reply to the Owner in writing stating whether or not the Design-Builder has reasonable objection to the persons or entities proposed by the Owner. If the Design-Builder has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Design-Builder has no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Design-Builder. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Design-Builder's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Design-Builder, the Architect, Consultants, and Contractors, and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to, or destruction of, tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Design-Builder brings to the site unless such materials or substances are required by the Owner's Criteria. The Owner shall be

responsible for materials or substances required by the Owner's Criteria, except to the extent of the Design-Builder's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Design-Builder shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Design-Builder brings to the site and negligently handles, or (2) where the Design-Builder fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Design-Builder, the Design-Builder is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Design-Build Documents, the Owner shall indemnify the Design-Builder for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Design-Builder shall act, at the Design-Builder's discretion, to prevent threatened damage, injury or loss.

ARTICLE 11 UNCOVERING AND CORRECTION OF WORK

§ 11.1 Uncovering of Work

The Owner may request to examine a portion of the Work that the Design-Builder has covered to determine if the Work has been performed in accordance with the Design-Build Documents. If such Work is in accordance with the Design-Build Documents, the Owner and Design-Builder shall execute a Change Order to adjust the Contract Time and Contract Sum, as appropriate. If such Work is not in accordance with the Design-Build Documents, the costs of uncovering and correcting the Work shall be at the Design-Builder's expense and the Design-Builder shall not be entitled to a change in the Contract Time unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs and the Contract Time will be adjusted as appropriate.

§ 11.2 Correction of Work

§ 11.2.1 **Before or After Substantial Completion.** The Design-Builder shall promptly correct Work rejected by the Owner for failing to conform to the requirements of the Design-Build Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for any design consultant employed by the Owner whose expenses and compensation were made necessary thereby, shall be at the Design-Builder's expense.

§ 11.2.2 After Substantial Completion

§ 11.2.2.1 In addition to the Design-Builder's obligations under Section 3.1.12, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Design-Build Documents, any of the Work is found not to be in accordance with the requirements of the Design-Build Documents, the Design-Builder shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Design-Builder a written acceptance of **the specific defective condition**. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of the Work, if the Owner fails to notify the Design-Builder and give the Design-Builder an opportunity to make the correction, the Owner waives the rights to require correction by the Design-Builder and to make a claim for breach of warranty, **unless the specific defective condition was hidden or the Town was otherwise unable to discover the defect until after the passing of one year from the date of Substantial Completion of the Work. If the defective condition was hidden or unable to be discovered by the Town within one year from the date of Substantial Completion of the work, then the Owner shall issue notice to the Design-Builder of the defective condition within six years from the date of Substantial Completion in accordance with the North Carolina statute of repose.** If the Design-Builder fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner, the Owner may correct it in accordance with Section 7.9.

§ 11.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 11.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Design-Builder pursuant to this Section 11.2.

§ 11.2.3 The Design-Builder shall remove from the site portions of the Work that are not in accordance with the requirements of the Design-Build Documents and are neither corrected by the Design-Builder nor accepted by the Owner.

§ 11.2.4 The Design-Builder shall bear the cost of correcting destroyed or damaged construction of the Owner or separate contractors, whether completed or partially completed, caused by the Design-Builder's correction or removal of Work that is not in accordance with the requirements of the Design-Build Documents.

§ 11.2.5 Nothing contained in this Section 11.2 shall be construed to establish a period of limitation with respect to other obligations the Design-Builder has under the Design-Build Documents. Establishment of the one-year period for correction of Work as described in Section 11.2.2 relates only to the specific obligation of the Design-Builder to correct the Work, and has no relationship to the time within which the obligation to comply with the Design-Build Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Design-Builder's liability with respect to the Design-Builder's obligations other than specifically to correct the Work.

§ 11.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Design-Build Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be affected whether or not final payment has been made.

ARTICLE 12 COPYRIGHTS AND LICENSES

§ 12.1 Drawings, specifications, and other documents furnished by the Design-Builder, including those in electronic form, are Instruments of Service. The Design-Builder, and the Architect, Consultants, Contractors, and any other person or entity providing services or work for any of them, shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements, or for similar purposes in connection with the Project, is not to be construed as publication in derogation of the reserved rights of the Design-Builder and the Architect, Consultants, and Contractors, and any other person or entity providing services or work for any of them. **The Design-Builder, Architect, Consultants, Contractors and any other person or entity providing services or work for any of the Instruments of Service acknowledge that the Instruments of Service could become a public record pursuant to the North Carolina Public Records Act.**

§ 12.2 The Design-Builder and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 12.3 Upon execution of the Agreement, the Design-Builder grants to the Owner a limited, irrevocable and non-exclusive license to use the Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under the Design-Build Documents. The license granted under this section permits the Owner to authorize its consultants and separate contractors to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the **Town utilizes the contract documents for their own purposes after the dismissal of the Design-Build firm, then the Town will indemnify the Design-Build firm if and when it utilizes the contract documents for their own purposes after dismissal.**

§ 12.3.1 The Design-Builder shall obtain non-exclusive licenses from the Architect, Consultants, and Contractors, that will allow the Design-Builder to satisfy its obligations to the Owner under this Article 12. The Design-Builder's licenses from the Architect and its Consultants and Contractors shall also allow the Owner, in the event this Agreement is terminated for any reason other than the default of the Owner or in the event the Design-Builder's Architect, Consultants, or Contractors terminate their agreements with the Design-Builder for cause, to obtain a

limited, irrevocable and non-exclusive license solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner (1) agrees to pay to the Architect, Consultant or Contractor all amounts due, and (2) provide the Architect, Consultant or Contractor with the Owner's written agreement to indemnify and hold harmless the Architect, Consultant or Contractor from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's alteration or use of the Instruments of Service.

§ 12.3.2 In the event the Owner alters the Instruments of Service without the author's written authorization, the Owner releases the Design-Builder, Architect, Consultants, Contractors and any other person or entity providing services or work for any of them, from all claims and causes of action arising from or related to such **alterations**. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Design-Builder, Architect, Consultants, Contractors and any other person or entity providing services or work for any of them, from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's alteration of the Instruments of Service under this Section 12.3.2. The terms of this Section 12.3.2 shall not apply if the Owner rightfully terminates this Agreement for cause under Sections 13.1.4 or 13.2.2.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination or Suspension Prior to Execution of the Design-Build Amendment

§ 13.1.1 If the Owner fails to make payments to the Design-Builder for Work prior to execution of the Design-Build Amendment in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Design-Builder's option, cause for suspension of performance of services under this Agreement. **Provided, however, that any payment amounts rightfully disputed by Owner in accordance with the terms of this Agreement shall not be considered substantial nonperformance or cause for termination or suspension.** If the Design-Builder elects to suspend the Work, the Design-Builder shall give seven days' written notice to the Owner before suspending the Work. In the event of a suspension of the Work, the Design-Builder shall have no liability to the Owner for delay or damage caused by the suspension of the Work. Before resuming the Work, the Design-Builder shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Design-Builder's Work. The Design-Builder's compensation for, and time to complete, the remaining Work shall be equitably adjusted.

§ 13.1.2 If the Owner suspends the Project, the Design-Builder shall be compensated for the Work performed prior to notice of such suspension. When the Project is resumed, the Design-Builder shall be compensated for expenses incurred in the interruption and resumption of the Design-Builder's Work. The Design-Builder's compensation for, and time to complete, the remaining Work shall be equitably adjusted.

§ 13.1.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Design-Builder, the Design-Builder may terminate this Agreement by giving not less than seven days' written notice.

§ 13.1.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 13.1.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Design-Builder for the Owner's convenience and without cause.

§ 13.1.6 In the event of termination not the fault of the Design-Builder, the Design-Builder shall be compensated for Work performed prior to termination, together with Reimbursable Expenses then due and any other expenses directly attributable to termination for which the Design-Builder is not otherwise compensated. In no event shall the Design-Builder's compensation under this Section 13.1.6 be greater than the compensation set forth in Section 2.1.

§ 13.2 Termination or Suspension Following Execution of the Design-Build Amendment

§ 13.2.1 Termination by the Design-Builder

§ 13.2.1.1 The Design-Builder may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Design-Builder, the Architect, a Consultant, or a Contractor, or their agents or employees, or any other persons or entities performing portions of the Work under direct or indirect contract with the Design-Builder, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- .3 Because the Owner has not issued a Certificate for Payment and has not notified the Design-Builder of the reason for withholding certification as provided in Section 9.5.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Design-Build Documents; or
- .4 The Owner has failed to furnish to the Design-Builder promptly, upon the Design-Builder's request, reasonable evidence as required by Section 7.2.7.

§ 13.2.1.2 The Design-Builder may terminate the Contract if, through no act or fault of the Design-Builder, the Architect, a Consultant, a Contractor, or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Design-Builder, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 13.2.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 13.2.1.3 If one of the reasons described in Section 13.2.1.1 or 13.2.1.2 exists, the Design-Builder may, upon seven days' written notice to the Owner, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 13.2.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Design-Builder or any other persons or entities performing portions of the Work under contract with the Design-Builder because the Owner has repeatedly failed to fulfill the Owner's obligations under the Design-Build Documents with respect to matters important to the progress of the Work, the Design-Builder may, upon seven additional days' written notice to the Owner, terminate the Contract and recover from the Owner as provided in Section 13.2.1.3.

§ 13.2.2 Termination by the Owner For Cause

§ 13.2.2.1 The Owner may terminate the Contract if the Design-Builder

- .1 fails to submit the Proposal by the date required by this Agreement, or if no date is indicated, within a reasonable time consistent with the date of Substantial Completion;
- .2 repeatedly refuses or fails to supply an Architect, or enough properly skilled Consultants, Contractors, or workers or proper materials;
- .3 fails to make payment to the Architect, Consultants, or Contractors for services, materials or labor in accordance with their respective agreements with the Design-Builder;
- .4 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .5 is otherwise guilty of substantial breach of a provision of the Design-Build Documents.

§ 13.2.2.2 When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Design-Builder and the Design-Builder's surety, if any, seven days' written notice, terminate employment of the Design-Builder and may, subject to any prior rights of the surety:

- .1 Exclude the Design-Builder from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Design-Builder;
- .2 Accept assignment of the Architect, Consultant and Contractor agreements pursuant to Section 3.1.15; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Design-Builder, the Owner shall furnish to the Design-Builder a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 13.2.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 13.2.2.1, the Design-Builder shall not be entitled to receive further payment until the Work is finished. **If termination occurs for another reason not listed, the Design-Builder may be entitled to further payment for work that has been completed up until contract termination.**

§ 13.2.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Design-Builder. If such costs and damages exceed the unpaid balance, the Design-Builder shall pay the difference to the Owner. The obligation for such payments shall survive termination of the Contract.

§ 13.2.3 Suspension by the Owner for Convenience

§ 13.2.3.1 The Owner may, without cause, order the Design-Builder in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 13.2.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 13.2.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Design-Builder is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 13.2.4 Termination by the Owner for Convenience

§ 13.2.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 13.2.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Design-Builder shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and,
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing Project agreements, including agreements with the Architect, Consultants, Contractors, and purchase orders, and enter into no further Project agreements and purchase orders.

§ 13.2.4.3 In case of such termination for the Owner's convenience, the Design-Builder shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 14 CLAIMS AND DISPUTE RESOLUTION

§ 14.1 Claims

§ 14.1.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Design-Builder arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 14.1.2 Time Limits on Claims. The Owner and Design-Builder shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other, arising out of or related to the Contract in accordance with the requirements of the binding dispute resolution method selected in Section 1.3, within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Design-Builder waive all claims and causes of action not commenced in accordance with this Section 14.1.2.

§ 14.1.3 Notice of Claims

§ 14.1.3.1 Prior To Final Payment. Prior to Final Payment, Claims by either the Owner or Design-Builder must be initiated by written notice to the other party within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 14.1.3.2 Claims Arising After Final Payment. After Final Payment, Claims by either the Owner or Design-Builder that have not otherwise been waived pursuant to Sections 9.10.4 or 9.10.5, must be initiated by prompt written notice to the other party. The notice requirement in Section 14.1.3.1 and the Initial Decision requirement as a condition precedent to mediation in Section 14.2.1 shall not apply.

§ 14.1.4 Continuing Contract Performance. Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 13, the Design-Builder shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Design-Build Documents.

§ 14.1.5 Claims for Additional Cost. If the Design-Builder intends to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the portion of the Work that relates to the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 14.1.6 Claims for Additional Time

§ 14.1.6.1 If the Design-Builder intends to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Design-Builder's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 14.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 14.1.7 Claims for Consequential Damages

The Design-Builder and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Design-Builder for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 13. Nothing contained in this Section 14.1.7 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Design-Build Documents.

§ 14.2 Initial Decision

§ 14.2.1 An initial decision shall be required as a condition precedent to mediation of all Claims between the Owner and Design-Builder initiated prior to the date final payment is due, excluding those arising under Sections 10.3 and 10.4 of the Agreement and Sections B.3.2.9 and B.3.2.10 of Exhibit B to this Agreement, unless 30 days have passed after the Claim has been initiated with no decision having been rendered. Unless otherwise mutually agreed in writing, the Owner shall render the initial decision on Claims.

§ 14.2.2 Procedure

§ 14.2.2.1 Claims Initiated by the Owner. If the Owner initiates a Claim, the Design-Builder shall provide a written response to Owner within ten days after receipt of the notice required under Section 14.1.3.1. Thereafter, the Owner shall render an initial decision within ten days of receiving the Design-Builder's response: (1) withdrawing the Claim in whole or in part, (2) approving the Claim in whole or in part, or (3) suggesting a compromise.

§ 14.2.2.2 Claims Initiated by the Design-Builder. If the Design-Builder initiates a Claim, the Owner will take one or more of the following actions within ten days after receipt of the notice required under Section 14.1.3.1: (1) request additional supporting data, (2) render an initial decision rejecting the Claim in whole or in part, (3) render an initial decision approving the Claim, (4) suggest a compromise or (5) indicate that it is unable to render an initial decision because the Owner lacks sufficient information to evaluate the merits of the Claim.

§ 14.2.3 In evaluating Claims, the Owner may, but shall not be obligated to, consult with or seek information from persons with special knowledge or expertise who may assist the Owner in rendering a decision. The retention of such persons shall be at the Owner's expense.

§ 14.2.4 If the Owner requests the Design-Builder to provide a response to a Claim or to furnish additional supporting data, the Design-Builder shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Owner when the response or supporting data will be furnished or (3) advise the Owner that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Owner will either reject or approve the Claim in whole or in part.

§ 14.2.5 The Owner's initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) identify any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 14.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 14.2.6.1.

§ 14.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 14.2.7 In the event of a Claim against the Design-Builder, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Design-Builder's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 14.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 14.3 Mediation

§ 14.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 14.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 14.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this Section 14.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 14.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction.

§ 14.4 Arbitration

§ 14.4.1 If the parties have selected arbitration as the method for binding dispute resolution in Section 1.3, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 14.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations or statute of repose. For statute of limitations or statute of repose purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 14.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

§ 14.4.3 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 14.4.4 Consolidation or Joinder

§ 14.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 14.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 14.4.4.3 The Owner and Design-Builder grant to any person or entity made a party to an arbitration conducted under this Section 14.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Design-Builder under this Agreement.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 14.4.

§ 15.2 Successors and Assigns

§ 15.2.1 The Owner and Design-Builder, respectively, bind themselves, their partners, successors, assigns and legal representatives to the covenants, agreements and obligations contained in the Design-Build Documents. Except as provided in Section 15.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 15.2.2 The Owner may, without consent of the Design-Builder, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Design-Build Documents. The Design-Builder shall execute all consents reasonably required to facilitate such assignment.

§ 15.2.3 If the Owner requests the Design-Builder, Architect, Consultants, or Contractors to execute certificates, other than those required by Section 3.1.10, the Owner shall submit the proposed language of such certificates for review at least 14 days prior to the requested dates of execution. If the Owner requests the Design-Builder, Architect, Consultants, or Contractors to execute consents reasonably required to facilitate assignment to a lender, the Design-Builder, Architect, Consultants, or Contractors shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to them for review at least 14 days prior to execution. The Design-Builder, Architect, Consultants, and Contractors shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of their services.

§ 15.3 Written Notice

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 15.4 Rights and Remedies

§ 15.4.1 Duties and obligations imposed by the Design-Build Documents, and rights and remedies available thereunder, shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 15.4.2 No action or failure to act by the Owner or Design-Builder shall constitute a waiver of a right or duty afforded them under the 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.

§ 15.5 Tests and Inspections

§ 15.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Design-Build Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Design-Builder shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Design-Builder shall give the Owner timely notice of when and where tests and inspections are to be made so that the Owner may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Design-Builder.

§ 15.5.2 If the Owner determines that portions of the Work require additional testing, inspection or approval not included under Section 15.5.1, the Owner will instruct the Design-Builder to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Design-Builder shall give timely notice to the Owner of when and where tests and inspections are to be made so that the Owner may be present for such procedures. Such costs, except as provided in Section 15.5.3, shall be at the Owner's expense.

§ 15.5.3 If such procedures for testing, inspection or approval under Sections 15.5.1 and 15.5.2 reveal failure of the portions of the Work to comply with requirements established by the Design-Build Documents, all costs made necessary by such failure shall be at the Design-Builder's expense.

§ 15.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Design-Build Documents, be secured by the Design-Builder and promptly delivered to the Owner.

§ 15.5.5 If the Owner is to observe tests, inspections or approvals required by the Design-Build Documents, the Owner will do so promptly and, where practicable, at the normal place of testing.

§ 15.5.6 Tests or inspections conducted pursuant to the Design-Build Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 15.6 Confidential Information

If the Owner or Design-Builder transmits Confidential Information, the transmission of such Confidential Information constitutes a warranty to the party receiving such Confidential Information that the transmitting party is authorized to transmit the Confidential Information. If a party receives Confidential Information, the receiving party shall keep the Confidential Information strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 15.6.1.

§ 15.6.1 A party receiving Confidential Information may disclose the Confidential Information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. A party receiving Confidential Information may also disclose the Confidential Information to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of Confidential Information as set forth in this Contract.

§ 15.7 Capitalization

Terms capitalized in the Contract include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 15.8 Interpretation

§ 15.8.1 In the interest of brevity the Design-Build Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

(Paragraph deleted)

ARTICLE 16 SCOPE OF THE AGREEMENT

§ 16.1 This Agreement is comprised of the following documents listed below:

- .1 AIA Document A141™–2014, Standard Form of Agreement Between Owner and Design-Builder
- .2 AIA Document A141™–2014, Exhibit A, Design-Build Amendment, if executed
- .3 AIA Document A141™–2014, Exhibit B, Insurance and Bonds
- .4 Exhibit C - **Design-Build Scope of Services & Fees**
- .5

(Paragraphs deleted)

Exhibit D – Preconstruction Services Fee Breakdown

This Agreement entered into as of the day and year first written above.

THE TOWN OF WAKE FOREST, NORTH CAROLINA

EDIFICE, LLC

OWNER (Signature)

(Printed name and title)

Date:

DESIGN-BUILDER (Signature)

Michael A. Carlisto, Executive Vice President

(Printed name and title)

Date:



AIA® Document A141® – 2014 Exhibit A

Design-Build Amendment

This Amendment is incorporated into the accompanying AIA Document A141™–2014, Standard Form of Agreement Between Owner and Design-Builder dated the **20th** day of **August** in the year **2024** (the "Agreement")
(In words, indicate day, month and year.)

for the following PROJECT:

(Name and location or address)

**New Wake Forest Fire Station No. 6
1621 and 1701 Wait Avenue (near the intersection of Wait Avenue and Old Murray Drive in eastern Wake Forest. The Wake County PIN numbers are 1850578617 and 1850670578**

THE OWNER:

(Name, legal status and address)

**The Town of Wake Forest, North Carolina
301 South Brooks St.
Wake Forest, NC 27587-2901
Telephone: 919-435-9400**

THE DESIGN-BUILDER:

(Name, legal status and address)

**Edifice, LLC
4111 South Boulevard (28209)
Post Office Box 36349
Charlotte, North Carolina 28236
North Carolina General Contracting License #10514**

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

The Owner and Design-Builder hereby amend the Agreement as follows.

TABLE OF ARTICLES

- A.1 CONTRACT SUM**
- A.2 CONTRACT TIME**
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED**
- A.4 DESIGN-BUILDER'S PERSONNEL, CONTRACTORS AND SUPPLIERS**
- A.5 COST OF THE WORK**

ARTICLE A.1 CONTRACT SUM

§ A.1.1 The Owner shall pay the Design-Builder the Contract Sum in current funds for the Design-Builder's performance of the Contract after the execution of this Amendment. The Contract Sum shall be one of the following and shall not include compensation the Owner paid the Design-Builder for Work performed prior to execution of this Amendment:

(Check the appropriate box.)

Init.

/

AIA Document A141 – 2014 Exhibit A. Copyright © 2004 and 2014. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:02:38 ET on 07/18/2024 under Order No.2114517073 which expires on 03/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(1848598837)

- [] Stipulated Sum, in accordance with Section A.1.2 below
- [] Cost of the Work plus the Design-Builder's Fee, in accordance with Section A.1.3 below
- [X] Cost of the Work plus the Design-Builder's Fee with a Guaranteed Maximum Price, in accordance with Section A.1.4 below

(Based on the selection above, complete Section A.1.2, A.1.3 or A.1.4 below.)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

§ A.1.4 Cost of the Work Plus Design-Builder's Fee With a Guaranteed Maximum Price

§ A.1.4.1 The Cost of the Work is as defined in Article A.5, Cost of the Work.

§ A.1.4.2 The Design-Builder's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Design-Builder's Fee and the method for adjustment to the Fee for changes in the Work.)

Five percent (5%) of the Cost of Work

§ A.1.4.3 Guaranteed Maximum Price

§ A.1.4.3.1 The sum of the Cost of the Work and the Design-Builder's Fee is guaranteed by the Design-Builder not to exceed **to be determined at completion of the Design and Bid Phases (\$ TBD)**, subject to additions and deductions for changes in the Work as provided in the Design-Build Documents. Costs that would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Design-Builder without reimbursement by the Owner.

The initial contract sum (see A.2.1.1 of the A141) for the Design-Build contract includes the cost of Design and Preconstruction Services. See attached Exhibit C for a breakdown of these costs. Construction services GMP shall be added to the contract after the Design and Bid Phases are completed.

(Insert specific provisions if the Design-Builder is to participate in any savings.)

If the "Total Cost of the Work", which equals the Cost of the Work as defined in Article 5 plus the Contractor's Fee, is less than the value of the Guaranteed Maximum Price (GMP), then the difference between the Total Cost of the Work and the GMP shall be split as follows: 60 % shall be distributed to the Owner 40 % shall be distributed to the Design Builder. This savings includes any savings from the Construction contingency and the project but does not include any savings from the Owner's Contingency. Separate Contingencies will be set up within the guaranteed maximum price, including a Construction Contingency for use by the Design-Builder and an Owner's Contingency for use by the Owner.

§ A.1.4.3.2 Itemized Statement of the Guaranteed Maximum Price

Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates, the Design-Builder's Fee, and other items that comprise the Guaranteed Maximum Price.

(Provide information below or reference an attachment.)

To be put together later in the Design-Build Proposal as part of the Design-Build GMP Amendment.

§ A.1.4.3.3 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Design-Build Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the Owner is permitted to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the change in the Cost of the Work and Guaranteed Maximum Price for each and the deadline by which the alternate must be accepted.)

To be put together later in the Design-Build Proposal as part of the Design-Build GMP Amendment.

§ A.1.4.3.4 Unit Prices, if any:

(Identify item, state the unit price, and state any applicable quantity limitations.)

Init.

/

Item**Units and Limitations****Price per Unit (\$0.00)****To be determined.**

§ A.1.4.3.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

To be put together later in the Design-Build Proposal as part of the Design-Build GMP Amendment.

§ A.1.5 Payments

§ A.1.5.1 Progress Payments

§ A.1.5.1.1 Based upon Applications for Payment submitted to the Owner by the Design-Builder, the Owner shall make progress payments on account of the Contract Sum to the Design-Builder as provided below and elsewhere in the Design-Build Documents.

§ A.1.5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ A.1.5.1.3 Provided that an Application for Payment is received not later than the **twenty-fifth (25th)** day of the month, the Owner shall make payment of the certified amount to the Design-Builder not later than the **twenty-five (25th)** day of the **following** month. If an Application for Payment is received by the Owner after the application date fixed above, payment shall be made by the Owner not later than **thirty (30)** days after the Owner receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ A.1.5.1.4 With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Design-Builder shall submit **payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other** evidence required by the Owner to demonstrate that cash disbursements already made by the Design-Builder on account of the Cost of the Work equal or exceed (1) progress payments already received by the Design-Builder, less (2) that portion of those payments attributable to the Design-Builder's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

§ A.1.5.1.5 With each Application for Payment where the Contract Sum is based upon a Stipulated Sum or Cost of the Work with a Guaranteed Maximum Price, the Design-Builder shall submit the most recent schedule of values in accordance with the Design-Build Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. Compensation for design services, if any, shall be shown separately. Where the Contract Sum is based on the Cost of the Work with a Guaranteed Maximum Price, the Design-Builder's Fee shall be shown separately. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule of values, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment.

§ A.1.5.1.6 In taking action on the Design-Builder's Applications for Payment, the Owner shall be entitled to rely on the accuracy and completeness of the information furnished by the Design-Builder and shall not be deemed to have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Sections A.1.5.1.4 or A.1.5.1.5, or other supporting data; to have made exhaustive or continuous on-site inspections; or to have made examinations to ascertain how or for what purposes the Design-Builder has used amounts previously paid. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ A.1.5.1.7 Except with the Owner's prior approval, the Design-Builder shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

(Paragraphs deleted)

§ A.1.5.4 Progress Payments—Cost of the Work Plus a Fee with a Guaranteed Maximum Price

§ A.1.5.4.1 Applications for Payment where the Contract Sum is based upon the Cost of the Work Plus a Fee with a Guaranteed Maximum Price shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Design-Builder on account of that portion of the Work for which the Design-Builder has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ A.1.5.4.2 Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 6.3.9 of the Agreement.
- .2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 **During Construction, add the Design-Builder's Fee, less retainage of five percent (5 %). The Design-Builder's Fee shall be computed upon the Cost of the Work at the rate stated in Section A.1.4.2 or, if the Design-Builder's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion. When the project is fifty percent (50%) complete the retainage percentage withheld on the Contractor by the Owner will be reduced to two and one-half percent (2.5%) and remain at two and one-half percent (2.5%) until Substantial Completion. Upon achieving Substantial Completion, the Owner will withhold one hundred fifty percent (150%) of the cost of outstanding punch list items and release the balance of retainage to the Contractor;**
- .4 Subtract retainage of five percent (5 %) from that portion of the Work that the Design-Builder self-performs; **retainage will not be figured on any Design or Preconstruction Services.**
- .5 Subtract the aggregate of previous payments made by the Owner;
- .6 Subtract the shortfall, if any, indicated by the Design-Builder in the documentation required by Section A.1.5.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .7 Subtract amounts, if any, for which the Owner has withheld or nullified a payment as provided in Section 9.5 of the Agreement.

§ A.1.5.4.3 The Owner and Design-Builder shall agree upon (1) a mutually acceptable procedure for review and approval of payments to the Architect, Consultants, and Contractors and (2) the percentage of retainage held on agreements with the Architect, Consultants, and Contractors; and the Design-Builder shall execute agreements in accordance with those terms.

§ A.1.5.5 Final Payment

§ A.1.5.5.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Design-Builder not later than 30 days after the Design-Builder has fully performed the Contract and the requirements of Section 9.10 of the Agreement have been satisfied, except for the Design-Builder's responsibility to correct non-conforming Work discovered after final payment or to satisfy other requirements, if any, which extend beyond final payment.

§ A.1.5.5.2 If the Contract Sum is based on the Cost of the Work, the Owner's auditors will review and report in writing on the Design-Builder's final accounting within 30 days after the Design-Builder delivers the final accounting to the Owner. Based upon the Cost of the Work the Owner's auditors report to be substantiated by the Design-Builder's final accounting, and provided the other conditions of Section 9.10 of the Agreement have been met, the Owner will, within seven days after receipt of the written report of the Owner's auditors, either issue a final Certificate for Payment, or notify the Design-Builder in writing of the reasons for withholding a certificate as provided in Section 9.5.1 of the Agreement.

ARTICLE A.2 CONTRACT TIME

§ A.2.1 Contract Time, as defined in the Agreement at Section 1.4.13, is the period of time, including authorized adjustments, for Substantial Completion of the Work.

§ A.2.2 The Design-Builder shall achieve Substantial Completion of the Work not later than **to be determined in the Design-Build Proposal as part of the Design-Build Amendment (TBD)** days from the date of this Amendment, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

, subject to adjustments of the Contract Time as provided in the Design-Build Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

The Design-Builder shall pay to the Town one thousand dollars and no/100 (\$1,000.00) in liquidated damages relating to the failure to achieve Substantial Completion by the agreed upon deadlines in the Design-Build Amendment. This payment will occur daily until substantial completion is met.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Contract Sum and Contract Time set forth in this Amendment are based on the following:

§ A.3.1.1 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

§ A.3.1.2 The Specifications:
(Either list the specifications here or refer to an exhibit attached to this Amendment.)

The parties shall determine this in the Design-Build Proposal as part of the Design-Build Amendment.

Section	Title	Date	Pages
---------	-------	------	-------

§ A.3.1.3 The Drawings:
(Either list the drawings here or refer to an exhibit attached to this Amendment.)

The parties shall determine this in the Design-Build Proposal as part of the Design-Build Amendment

Number	Title	Date
--------	-------	------

§ A.3.1.4 The Sustainability Plan, if any:
(If the Owner identified a Sustainable Objective in the Owner’s Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner’s and Design-Builder’s roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Other identifying information:

The parties shall determine this as necessary in the Design-Build Proposal as part of the Design-Build Amendment.

§ A.3.1.5 Allowances and Contingencies:

(Identify any agreed upon allowances and contingencies, including a statement of their basis.)

.1 Allowances

To be put together later in the Design-Build Proposal as part of the Design-Build Amendment

.2 Contingencies

Separate project Contingencies will be set up within the GMP. A Construction Contingency (max 4%) for use by the Construction Manager and an Owner's Contingency for use by the Owner (max 4% but can be revised at the request of the owner). Any unused Owners contingency will be returned to the owner in full. Any unused Construction Contingency will be split 60 percent (owner) /40 percent (Design Builder) between the owner and Design Builder. Construction Contingency will be used for various uses during the construction phase of the project which includes but not limited to scope gaps in the bidding of the project, correction of unknown deficient work, defaulting subcontractors, unforeseen items, acceleration, and other items that the project team deems appropriate for the project. Construction contingency requests will be submitted accordingly for approval by the owner prior to commitment.

§ A.3.1.6 Design-Builder's assumptions and clarifications:

To be put together later in the Design-Build Proposal as part of the Design-Build Amendment

§ A.3.1.7 Deviations from the Owner's Criteria as adjusted by a Modification:

To be put together later in the Design-Build Proposal as part of the Design-Build Amendment

§ A.3.1.8 To the extent the Design-Builder shall be required to submit any additional Submittals to the Owner for review, indicate any such submissions below:

To be put together later in the Design-Build Proposal as part of the Design-Build Amendment

ARTICLE A.4 DESIGN-BUILDER'S PERSONNEL, SUB-CONTRACTORS AND SUPPLIERS

§ A.4.1 The Design-Builder's key personnel are identified below:

(Identify name, title and contact information.)

.1 Superintendent

The parties shall determine this in the Design-Build Proposal as part of the Design-Build Amendment.

.2 Project Manager

The parties shall determine this in the Design-Build Proposal as part of the Design-Build Amendment.

.3 Others

The parties shall determine this in the Design-Build Proposal as part of the Design-Build Amendment.

§ A.4.2 The Design-Builder shall retain the following Consultants, Sub-Contractors and suppliers, identified below:

(List name, discipline, address and other information.)

Architecture:

ADW Architects, p.a.
2815 Coliseum Drive, Suite 500, Charlotte, NC 28217 704-379-1919

Structural Engineering:

Stewart Engineering
223 S West St Suite 1100
Raleigh, NC 27603
919-380-8750
Charley Lewis, P.E., Clewis@stewartinc.com

Mechanical, Electrical, Plumbing, Fire Sprinkler, & IT Engineering

Optima Engineering
150 Fayetteville Street
Raleigh, NC 27601
919-929-2200
John Mathews, P.E., JMathews@optimapa.com

Site/Civil Engineering & Landscape Design

TIMMONS Group
5410 Trinity Rd Unit 102
Raleigh NC, 27307
919-866-4951
Blake Hall, blake.hall@timmons.com

Others may be added if necessary

ARTICLE A.5 COST OF THE WORK

§ A.5.1 Cost To Be Reimbursed as Part of the Contract

§ A.5.1.1 Labor Costs

§ A.5.1.1.1 Wages of construction workers directly employed by the Design-Builder to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ A.5.1.1.2 With the Owner's prior approval, wages or salaries of the Design-Builder's supervisory and administrative personnel when stationed at the site.

(If it is intended that the wages or salaries of certain personnel stationed at the Design-Builder's principal or other offices shall be included in the Cost of the Work, identify below the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)

(Table deleted)

The following personnel's cost shall be included in the Cost of the Work at the following rates:

Project Executive	\$ 1,500/week
Construction Manager	\$ 1,200/week
Project Manager	\$ 4,584/week
Assistant Project Manager	\$ 2,865/week
Superintendent	\$ 4,584/week
Area Superintendent	\$ 4,012/week
Assistant Superintendent	\$ 2,865/week
Quality Control Manager	\$ 2,865/week
Project Assistant	\$ 662/week

Cost shall commence approximately two (2) weeks prior to the start of construction and conclude upon Final Completion. The above stated rates include each person's base salary and burdens described in Article 5.1.1.4.

§ **A.5.1.1.3** Wages and salaries of the Design-Builder's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ **A.5.1.1.4** Costs paid or incurred by the Design-Builder for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Section A.5.1.1. **Costs of this Article 5.1.1.4 for those personnel identified in Article 5.1.1.2 are included in the stated rates. Costs as noted in this Article 5.1.1.4 for those personnel associated with Article 5.1.1.1 are to be considered actual Cost of the Work at the reimbursable rate of 49%.**

§ **A.5.1.1.5** Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Design-Builder or paid to the Architect or any Consultant, Contractor or supplier, with the Owner's prior approval.

§ **A.5.1.2 Contract Costs.** Payments made by the Design-Builder to the Architect, Consultants, **Sub-Contractors** and suppliers in accordance with the requirements of their subcontracts.

§ **A.5.1.3 Costs of Materials and Equipment Incorporated in the Completed Construction**

§ **A.5.1.3.1** Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ **A.5.1.3.2** Costs of materials described in the preceding Section A.5.1.3.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Design-Builder. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ **A.5.1.4 Costs of Other Materials and Equipment, Temporary Facilities and Related Items**

§ **A.5.1.4.1** Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, **temporary utilities**, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Design-Builder at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Design-Builder shall mean fair market value.

§ **A.5.1.4.2** Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Design-Builder at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Design-Builder-owned item may not exceed the purchase price of any comparable item. Rates of Design-Builder-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

§ **A.5.1.4.3** Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ **A.5.1.4.4** Costs of document reproductions, electronic communications, postage and parcel delivery charges, dedicated data and communications services, teleconferences, Project websites, **telephones, internet, cell phones for those personnel identified in Article 5.1.12**, extranets and reasonable petty cash expenses of the site office.

§ **A.5.1.4.5** Costs of materials and equipment suitably stored off the site at a mutually acceptable location, with the Owner's prior approval.

§ **A.5.1.4.6** That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work, including but not limited to: vehicles and fuel for Superintendents and Project Managers and the meals and living expenses of those personnel identified in Article 5.1.1.2.

§ A.5.1.5 Miscellaneous Costs

§ A.5.1.5.1 Premiums for that portion of insurance and bonds required by the Design-Build Documents that can be directly attributed to the Contract. With the Owner's prior approval self-insurance for either full or partial amounts of the coverages required by the Design-Build Documents.

General Liability Insurance	0.90% of the Cost of Work
Builder's Risk Insurance	0.35% of the Cost of Work
Design-Builder Payment and Performance Bonds	1.25% of the Cost of Work
Professional Liability & Pollution Insurance	0.10% of the Cost of Work
Subcontractor's Default Insurance	1.25% of the Cost of Work

§ A.5.1.5.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Design-Builder is liable.

§ A.5.1.5.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Design-Builder is required by the Design-Build Documents to pay.

§ A.5.1.5.4 Fees of laboratories for tests required by the Design-Build Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 15.5.3 of the Agreement or by other provisions of the Design-Build Documents, and which do not fall within the scope of Section A.5.1.6.3.

§ A.5.1.5.5 Royalties and license fees paid for the use of a particular design, process or product required by the Design-Build Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Design-Build Documents; and payments made in accordance with legal judgments against the Design-Builder resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Design-Builder's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the second to last sentence of Section 3.1.13.2 of the Agreement or other provisions of the Design-Build Documents, then they shall not be included in the Cost of the Work.

§ A.5.1.5.6 With the Owner's prior approval, costs for electronic equipment and software directly related to the Work. **To be considered cost at the reimbursable rate of 0.25% of Cost of Work.**

§ A.5.1.5.7 Deposits lost for causes other than the Design-Builder's negligence or failure to fulfill a specific responsibility in the Design-Build Documents.

§ A.5.1.5.8 With the Owner's prior approval, which shall not be unreasonably withheld, legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Design-Builder, reasonably incurred by the Design-Builder after the execution of the Agreement and in the performance of the Work.

§ A.5.1.5.9 With the Owner's prior approval, expenses incurred in accordance with the Design-Builder's standard written personnel policy for relocation, and temporary living allowances of, the Design-Builder's personnel required for the Work.

§ A.5.1.5.10 That portion of the reasonable expenses of the Design-Builder's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ A.5.1.6 Other Costs and Emergencies

§ A.5.1.6.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ A.5.1.6.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property.

§ A.5.1.6.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Design-Builder, Contractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure

to fulfill a specific responsibility of the Design-Builder and only to the extent that the cost of repair or correction is not recovered by the Design-Builder from insurance, sureties, Contractors, suppliers, or others.

§ 5.1.6.4 The costs for Preconstruction Services, as shown in Exhibit C and the Preconstruction Services Fee breakdown, are included as a cost of work as detailed in the attached breakdown of preconstruction service costs. This cost serves as the initial cost of the contract with all construction related costs to be added to the contract as part of the GMP Amendment and/or change orders later.

§ A.5.1.7 Related Party Transactions

§ A.5.1.7.1 For purposes of Section A.5.1.7, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Design-Builder; any entity in which any stockholder in, or management employee of, the Design-Builder owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Design-Builder. The term "related party" includes any member of the immediate family of any person identified above.

§ A.5.1.7.2 If any of the costs to be reimbursed arise from a transaction between the Design-Builder and a related party, the Design-Builder shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Design-Builder shall procure the Work, equipment, goods or service from the related party, as a Contractor, according to the terms of Section A.5.4. If the Owner fails to authorize the transaction, the Design-Builder shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Section A.5.4.

§ A.5.2 Costs Not to Be Reimbursed as Part of this Contract

The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Design-Builder's personnel stationed at the Design-Builder's principal office or offices other than the site office, except as specifically provided in Section A.5.1.1;
- .2 Expenses of the Design-Builder's principal office and offices other than the site office;
- .3 Overhead and general expenses, except as may be expressly included in Section A.5.1;
- .4 The Design-Builder's capital expenses, including interest on the Design-Builder's capital employed for the Work; **and**
- .5 Except as provided in Section A.5.1.6.3 of this Agreement, costs due to the negligence or failure of the Design-Builder, Contractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract; **and**
- .6 Any cost not specifically and expressly described in Section A.5.1; and
- .7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded.

§ A.5.3 Discounts, Rebates, and Refunds

§ A.5.3.1 Cash discounts obtained on payments made by the Design-Builder shall accrue to the Owner if (1) before making the payment, the Design-Builder included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Design-Builder with which to make payments; otherwise, cash discounts shall accrue to the Design-Builder. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Design-Builder shall make provisions so that they can be obtained.

§ A.5.3.2 Amounts that accrue to the Owner in accordance with Section A.5.3.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ A.5.4 Other Agreements

§ A.5.4.1 When the Design-Builder has provided a Guaranteed Maximum Price, and a specific bidder (1) is recommended to the Owner by the Design-Builder; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Design-Build Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Design-Builder may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the

Owner by the Design-Builder and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ A.5.4.2 Agreements between the Design-Builder and Contractors shall conform to the applicable payment provisions of the Design-Build Documents, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If an agreement between the Design Builder and a Contractor is awarded on a cost plus a fee basis, the Design-Builder shall provide in the agreement for the Owner to receive the same audit rights with regard to the Cost of the Work performed by the Contractor as the Owner receives with regard to the Design-Builder in Section A.5.5, below.

§ A.5.4.3 The agreements between the Design-Builder and Architect and other Consultants identified in the Agreement shall be in writing. These agreements shall be promptly provided to the Owner upon the Owner's written request.

§ A.5.5 Accounting Records

The Design-Builder shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under the Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Design-Builder's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Contractor's proposals, purchase orders, vouchers, memoranda and other data relating to the Contract. The Design-Builder shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

§ A.5.6 Relationship of the Parties

The Design-Builder accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to exercise the Design-Builder's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests.

This Amendment to the Agreement entered into as of the day and year first written above.

THE TOWN OF WAKE FOREST, NORTH CAROLINA

EDIFICE, LLC

OWNER *(Signature)*

DESIGN-BUILDER *(Signature)*

(Printed name and title)

(Printed name and title)



AIA® Document A141® – 2014 Exhibit B

Insurance and Bonds

for the following PROJECT:

(Name and location or address)

New Wake Forest Fire Station No. 6

1621 and 1701 Wait Avenue (near the intersection of Wait Avenue and Old Murray Drive in eastern Wake Forest. The Wake County PIN numbers are 1850578617 and 1850670578.

THE OWNER:

(Name, legal status and address)

The Town of Wake Forest, North Carolina

301 South Brooks St

Wake Forest, NC 27587-2901

Tel: 919-435-9400

THE DESIGN-BUILDER:

(Name, legal status and address)

Edifice, LLC

4111 South Boulevard (28209)

Post Office Box 36349

Charlotte, North Carolina 28236

THE AGREEMENT

This Insurance Exhibit is part of the accompanying agreement for the Project, between the Owner and the Design-Builder (hereinafter, the Agreement), dated the ____ day of ____ in the year ____.

(In words, indicate day, month and year.)

TABLE OF ARTICLES

B.1 GENERAL

B.2 DESIGN BUILDER'S INSURANCE AND BONDS

B.3 OWNER'S INSURANCE

B.4 SPECIAL TERMS AND CONDITIONS

ARTICLE B.1 GENERAL

The Owner and Design-Builder shall purchase and maintain insurance and provide bonds as set forth in this Exhibit B. Where a provision in this Exhibit conflicts with a provision in the Agreement into which this Exhibit is incorporated, the provision in this Exhibit will prevail.

ARTICLE B.2 DESIGN BUILDER'S INSURANCE AND BONDS

§ B.2.1 The Design-Builder shall purchase and maintain the following types and limits of insurance from a company or companies lawfully authorized to do business in the jurisdiction where the Project is located. The Design-Builder shall maintain the required

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

/

AIA Document A141 – 2014 Exhibit B. Copyright © 2004 and 2014. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 08:25:15 ET on 07/18/2024 under Order No.2114517073 which expires on 03/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(1785556580)

insurance until the expiration of the period for correction of Work as set forth in Section 11.2.2.1 of the Agreement, unless a different duration is stated below:

(If the Design-Builder is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

§ **B.2.1.1** Commercial General Liability with policy limits of not less than **One Million Dollars (\$ 1,000,000.00)** for each occurrence and **One Million Dollars (\$ 1,000,000.00)** in the aggregate providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury;
- .3 damages because of injury to or destruction of tangible property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 contractual liability applicable to the Design-Builder's obligations under Section 3.1.14 of the Agreement.

§ **B.2.1.2** Automobile Liability covering vehicles owned by the Design-Builder and non-owned vehicles used by the Design-Builder with policy limits of not less than **One Million Dollars (\$ 1,000,000.00)** per claim and **One Million Dollars (\$ 1,000,000.00)** in the aggregate for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles specified in this Section B.2.1.2, along with any other statutorily required automobile coverage.

§ **B.2.1.3** The Design-Builder may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess liability insurance, provided such primary and excess insurance policies result in the same or greater coverage as those required under Sections B.2.1.1 and B.2.1.2.

§ **B.2.1.4** Workers' Compensation at statutory limits.

§ **B.2.1.5** Employers' Liability with policy limits as provided below:

Not less than One Million Dollars (1,000,000.00) each accident and One Million Dollars (1,000,000.00) each employee.

§ **B.2.1.6** Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than **One Million Dollars (\$ 1,000,000.00)** per claim and **One Million Dollars (\$ 1,000,000.00)** in the aggregate.

§ **B.2.1.7** Pollution Liability covering performance of the Work, with policy limits of not less than **Two Hundred and Fifty Thousand Dollars (\$ 250,000.00)** per claim and **One Million Dollars (\$ 1,000,000.00)** in the aggregate.

§ **B.2.1.7.1** The Design-Builder may obtain a combined Professional Liability and Pollution Liability policy to satisfy the requirements set forth in Sections B.2.1.6 and B.2.1.7, with combined policy limits that are not less than **One Million Dollars (\$ 1,000,000.00)** per claim and **One Million Dollars (\$ 1,000,000.00)** in the aggregate.

§ **B.2.1.8** The Design-Builder shall provide written notification to the Owner of the cancellation or expiration of any insurance required by this Article B.2. The Design-Builder shall provide such written notice within five (5) business days of the date the Design-Builder is first aware of the cancellation or expiration, or is first aware that the cancellation or expiration is threatened or otherwise may occur, whichever comes first.

§ **B.2.1.9 Additional Insured Obligations.** The Owner and its consultants and contractors shall be additional insureds on the Design-Builder's primary and excess insurance policies for Commercial General Liability, Automobile Liability and Pollution Liability. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies. The additional insured coverage shall apply to both ongoing operations and completed operations. The policy limits applicable to the additional insureds shall be the same amount applicable to the named insured or, if the policy provides otherwise, policy limits not less than the amounts required under this Agreement.

§ B.2.1.10 Certificates of Insurance. The Design-Builder shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article B.2: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon Owner's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 of the Agreement and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section B.2.1. The certificates will show the Owner and its consultants and contractors as additional insureds on the Design-Builder's primary and excess insurance policies for Commercial General Liability, Automobile Liability, and Pollution Liability. Information concerning reduction of coverage on account of revised limits, claims paid under the General Aggregate or both, shall be furnished by the Design-Builder with reasonable promptness.

§ B.2.2 Performance Bond and Payment Bond

The Design-Builder shall provide surety bonds as follows:

(Specify type and penal sum of bonds.)

Type	Penal Sum (\$0.00)
Design-Build Performance & Payment Bonds	

§ B.2.2.1 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Agreement, the Design-Builder shall promptly furnish a copy of the bonds or shall permit a copy to be made.

ARTICLE B.3 OWNER'S INSURANCE

§ B.3.1 Owner's Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ B.3.2 Property Insurance

§ B.3.2.1 Unless otherwise provided, at the time of execution of the Design-Build Amendment, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus the value of subsequent Modifications and cost of materials supplied or installed by others, comprising the total value for the entire Project at the site on a replacement cost basis without optional deductibles. If any construction that is part of the Work shall commence prior to execution of the Design-Build Amendment, the Owner shall, prior to commencement of construction, purchase and maintain property insurance as described above in an amount sufficient to cover the total value of the Work at the site on a replacement cost basis without optional deductibles. The insurance required under this section shall include interests of the Owner, Design-Builder, Architect, Consultants, Contractors, and Subcontractors in the Project. The property insurance shall be maintained, unless otherwise provided in the Design-Build Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of the insurance, until the Owner has issued a Certificate of Substantial Completion in accordance with Section 9.8 of the Agreement. Unless the parties agree otherwise, upon issuance of a Certificate of Substantial Completion, the Owner shall replace the insurance policy required under this Section B.3.2 with another property insurance policy written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 11.2.2 of the Agreement.

§ B.3.2.1.1 The insurance required under Section B.3.2.1 shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for the Design-Builder's services and expenses required as a result of such insured loss.

§ B.3.2.1.2 If the insurance required under Section B.3.2.1 requires deductibles, the Owner shall pay costs not covered because of such deductibles.

§ B.3.2.1.3 The insurance required under Section B.3.2.1 shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ B.3.2.1.4 Partial occupancy or use in accordance with Section 9.9 of the Agreement shall not commence until the insurance company or companies providing the insurance required under Section B.3.2.1 have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Design-Builder shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ B.3.2.2 Boiler and Machinery Insurance. The Owner shall purchase and maintain boiler and machinery insurance, which shall specifically cover commissioning, testing, or breakdown of equipment required by the Work, if not covered by the insurance required in Section B.3.2.1. This insurance shall include the interests of the Owner, Design-Builder, Architect, Consultants, Contractor and Subcontractors in the Work, and the Owner and Design-Builder shall be named insureds.

§ B.3.2.3 If the Owner does not intend to purchase the insurance required under Sections B.3.2.1 and B.3.2.2 with all of the coverages in the amounts described above, the Owner shall inform the Design-Builder in writing prior to any construction that is part of the Work. The Design-Builder may then obtain insurance that will protect the interests of the Owner, Design-Builder, Architect, Consultants, Contractors, and Subcontractors in the Work. The cost of the insurance shall be charged to the Owner by an appropriate Change Order. If the Owner does not provide written notice, and the Design-Builder is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, the Owner shall bear all reasonable costs and damages attributable thereto.

§ B.3.2.4 Loss of Use Insurance. At the Owner's option, the Owner may purchase and maintain insurance to insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Design-Builder for loss of use of the Owner's property, including consequential losses due to fire or other hazards covered under the property insurance required under this Exhibit B to the Agreement.

§ B.3.2.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section B.3.2.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ B.3.2.6 Before an exposure to loss may occur, the Owner shall file with the Design-Builder a copy of each policy that includes insurance coverages required by this Section B.3.2. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. The Owner shall provide written notification to the Design-Builder of the cancellation or expiration of any insurance required by this Article B.3. The Owner shall provide such written notice within five (5) business days of the date the Owner is first aware of the cancellation or expiration, or is first aware that the cancellation or expiration is threatened or otherwise may occur, whichever comes first.

§ B.3.2.7 Waivers of Subrogation. The Owner and Design-Builder waive all rights against (1) each other and any of their consultants, subconsultants, contractors and subcontractors, agents and employees, each of the other, and (2) any separate contractors described in Section 5.13 of the Agreement, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to Section B.3.2 or other property insurance applicable to the Work and completed construction, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Design-Builder, as appropriate, shall require of the separate contractors described in Section 5.13 of the Agreement, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of the other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ B.3.2.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgage clause and of Section B.3.2.10. The Design-Builder shall pay the Architect, Consultants and

Contractors their just shares of insurance proceeds received by the Design-Builder, and by appropriate agreements, written where legally required for validity, the Design-Builder shall require the Architect, Consultants and Contractors to make payments to their consultants and subcontractors in similar manner.

§ B.3.2.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Design-Builder. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Design-Builder after notification of a Change in the Work in accordance with Article 6 of the Agreement.

§ B.3.2.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of a loss to the Owner's exercise of this power. If an objection is made, the dispute shall be resolved in the manner selected by the Owner and Design-Builder as the method of binding dispute resolution in the Agreement. If the Owner and Design-Builder have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

ARTICLE B.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:



TOWN of
WAKE FOREST

EXHIBIT C

Town of Wake Forest Fire Station 6

Design-Build Services Fee Schedule for Design & Preconstruction Services

	Design Services	Construction Admin Breakout	Total Fees
Architecture - ADW Architects	\$1,145,630	\$281,770	\$1,427,400
Site Design/Civil Engineering - Timmons Group	\$202,470	\$40,494	\$242,964
Structural Engineering - Stewart Engineering	inc in ADW line	inc in ADW line	
MEP & FS - Optima Engineering	inc in ADW line	inc in ADW line	
Preconstruction Services - Edifice	\$108,205	GMP TBD	\$108,205
TOTAL FOR DESIGN SERVICE FEE	\$1,456,305	\$322,264	\$1,778,569
	Value of initial contract	Add in as part of Construction Services	

Additional Design Fees that MAY be required or requested by the owner but not included in the Fees Noted Above:

Site/Civil Options:

1 Optional Desktop Cultural Resource & SHPO Consultation:	Add	\$1,500
2 Optional Wetland/Stream Delineation:	Add	\$2,925
3 Optional Wetland/Stream Confirmatino & Buffer Determination	Add	\$3,675

Structrual Optional:

1 Optional Deep Foundation Design Should geotech report require:	Add	\$TBD
2 Optional Early Drawings 100% Check set	Add	\$TBD

Plumbing, Mechanical & Electrical:

1 Optional if Power Company Lease Site Lighting Design	Add	\$6,000
2 Optional if Owners Vendors Don't Design Technology Deisgn	Add	\$45,500
3 Minimum code required building commissioning (NCECC Section 408)	Add	\$TBD
4 Optional Energy Modeling by Enginner	Add	\$TBD
5 Optional Utility Rebate Calculations/Assistance	Add	\$TBD

Furniture

1 Furniture Design/Selection Assist	Add	125 per hour
-------------------------------------	-----	--------------



**The Town of Wake Forest
Fire Station # 6
Design & Preconstruction Scope of Services
June 25th, 2024**

DESIGN-BUILD SERVICES

Phase I – Design & Preconstruction Services (From July 2024 to July 2025):

Scope of services will include but not be limited to the following activities:

- Architectural and Engineering Basic Services per the AIA Standard Form of Agreement B-143-2014:
 - Architectural services and design coordination by ADW Architects
 - Civil-Site Engineering and Landscape Architecture by Timmons Group
 - Structural Engineering by Stewart Engineering
 - Mechanical, Electrical, and Plumbing Engineering by Optima Engineering
 - Add options for IT/Telecom & Data, Security, and Audio Visual
- Preconstruction Services by Edifice
- This fee is based on the design of a two story, 3 Bay, +/- 19,000 square foot Fire Station along with its associated on-site site improvements and a 2,400 square foot training building, drafting pit and coordination, footing design and site work for the two owner provided training props.
- Additional Design Fees that WILL be required and included are:
 - Right of way dedication plat
 - Annexation plat and Description
 - Hydrant Flow Test
 - Offsite Sanitary Sewer Survey
 - Annexation and Rezoning
 - Offsite water and sewer main design and permitting
 - TIA
 - NC-98 Emergency Hybrid Beacon Design
 - Roadway Improvement design/administration
 - PCN for nationwide permit, water quality certification and buffer authorization
 - 401/404 and Riparian buffer permit process (not to exceed \$6,000.00)
 - Geotechnical Report, field exploration and laboratory testing
 - Water system hydraulic analysis
 - Downstream Sewer Study

Project Kickoff

- Establish a meeting schedule to provide updates on project progress and needs
 - Update Meetings will be held at least once or twice monthly as a means of regular, periodic communication throughout design and construction
 - i.e., 1st and 3rd or 2nd and 4th weeks of the month
- Establish project goals, needs, timeframes
- Establish the Project Team – Owner, End-Users, Designers, & Builder
- Establish project collaborative platform for the project team to utilize and share information



Program & Concept Verification

- Verify the Town's space needs study and concept plans
- Verify if the 14,500 square feet meets the Town's needs, compare to the program
- Develop a project schedule with design milestones, budget milestones, authorities having jurisdiction review and approvals, owner activities, and high-level construction activities and milestones
 - Project team signs off on the baseline schedule and start monthly updates with team input
- Town directs the team to move forward with Schematic Design Documents

Schematic Design

- Provide a custom design for the Town of Wake Forest based on the findings of the Program Verification Phase
- Apply known and latest (at time of design) Town Standards and Ordinances
 - Project team will rely on the Town of Wake Forest to verify and make sure all standards and ordinances are discussed and verified during plan reviews that need to be included in the documents
- Refine the selected plan diagram into preliminary floor plans at the space level
- Precedent study of aesthetic options for the facade
- Exterior renderings of the design from multiple angles
- Design narratives from each consultant describing the anticipated systems
- Update and coordination meetings with owner and design team – Bi-Weekly or as needed
- Schematic design estimate
 - Quantity takeoff and unit cost pricing
 - Limited subcontractor input
 - Cost savings review and workshop with owner and designer
- High level constructability review
- Schedule updates
- Town directs the team to move forward with Design Development Documents

Design Development

- Final floor plan and ceiling plan design
- Precedent study of interior finishes
- Visioning of interior spaces
- Consultant coordination of building infrastructure and systems
- Refinement of building exterior and sections
- Preliminary reviews with the relevant AHJs
- Update and coordination meetings with owner and design team – Bi-Weekly or as needed
- Detailed and comprehensive constructability review
- Product and system analysis with recommendations
- Solicit key trades for current market pricing
- Design development estimate
 - Quantity takeoff and verification in comparison to the Schematic Estimate

- Subcontractor input
- Cost savings review and workshop with owner and designer
 - Analyze products and building systems and make recommendations
- Facilitate estimate review meeting and refine the estimate based on team comments
- Town directs the team to move forward with Construction Documents

Construction Documents

- Conduct any necessary prequalification of subcontractors and suppliers
 - Create, discuss, and finalize a list of Formal and Informal Trade Packages
- Final resolution of construction details
- Final selection of interior finishes
- Specific locations of devices (outlets, data, AV, etc.)
- Site utility coordination
- Submit construction documents for review and approval by all applicable Authorities Having Jurisdiction (AHJs)
- Update and coordination meetings with owner and design team – Bi-Weekly or as needed
- Constructability review and verification of Design Development Constructability review items
- Design quality control and/or VE workshop with owner and designer
- Phasing and site logistics plan
- Milestone construction schedule
- Provide cost estimate based on construction documents that will be submitted to AHJs for permit(s) approval(s)
 - Cost savings review and workshop with owner and designer
 - Verify that agreed upon cost saving items have been included in the documents
 - Perform quality control review of construction documents
 - Conduct estimate review meeting and refine cost estimate based on feedback
 - Constructability review and verification of Design Development Constructability review items
- Town directs the team to move forward with bidding and the GMP process

Prequalification of Trade Contractors

- Establish a Prequalification Committee to review, approve, and finalize prequalified trade contractors
- Establish a prequalification process to ensure that all Town policies are adhered to and project-specific criteria is included
- Invite Trade Contractors, Minority, Local, and others to participate in the Prequalification process
- Tailor bid packages for the benefit of the project in terms of available resources and funding
- Advertise trade package opportunities for those interested in prequalifying to bid the project
 - Occurs at end of Design Development and/or beginning of Construction Documents
- Edifice will work with the Town of Wake Forest on the Prequalification process making sure all Town policies are followed and project specific criteria is included
- Outreach Sessions will be held to help advertise and promote interest in the project
 - Describe prequalification process at Outreach Sessions



EDIFICE
CONSTRUCTION



adwarchitects
environmentsforlife®

- The Town of Wake Forest and Edifice will work together to develop the list of Prequalified Trade Contractors in concert with the North Carolina bidding standards
- All Town of Wake Forest requirements for MWBE or HUB participation will be followed
- Get approval from Town of Wake Forest for recommended prequalified bidders
- Only allow prequalified trade contractors to bid the project

Public Bid Process

- Advertise the project for bid to all prequalified trade contractors
- Create a Bid Package Manual outlining scopes of work for each trade package and instructions to bidders applicable to the Communications & Emergency Management Building project
- Conduct an open, competitive public bid process for all trade packages
- Offer and provide MWBE and/or HUB firms assistance during the bidding phase
- Provide feedback to any unsuccessful bidders
- Notify Prequalified Bidders of pre-bid meeting and bid date
- Conduct Pre-Bid meeting
- Hold the bid opening in a public location at a Town appointed facility.
- Edifice-ADW will work in concert with the Town of Wake Forest and the Designers on all the necessary requirements related to the bid opening
- G.S. 143-129 Procedure for Letting of Public Contracts will be followed
- All Town of Wake Forest requirements for MWBE and/or HUB participation will be followed
- Post Bid meetings with all apparent low, responsive, responsible trade contractors will be held to determine the authenticity and accuracy of bids
- Award 1st Tier Contracts
- Report Actual MWBE and/or HUB participation vs. Goals

Guaranteed Maximum Price

- Once Post Bid Meetings are finalized and apparent low bidders are determined, a Guaranteed Maximum Price (GMP) Proposal will be put together

Contract

- AIA Document A141™-2014, Standard Form of Agreement Between Owner and Design-Builder
- AIA Document A141™-2014, Exhibit A, Design-Build Amendment, if executed
- AIA Document A141™-2014, Exhibit B, Insurance and Bonds
- The value of Design and Preconstruction Services will be the initial contract value. Construction services will be added via the A141 Exhibit A, when the Guaranteed Maximum Price is determined.

Schedule Milestones

- TBD once the schedule is presented to the team and approved by the team



Construction Services to be added later and will include all construction management and administrative services by the Design-Build Team

- The budget has yet to be finalized or determined for this project. If scope or additional services are need to capture the increased scope of this project Edifice would ask that the Town of Wake Forest negotiate any reasonably necessary further services.

Design and Preconstruction Services Fees – See Attached Exhibit of Design Fees

- **We propose a lump sum Design-Build Services fee for tasks outlined above, to cover only Design and Preconstruction activities of One Million, Four Hundred Fifty-Six Thousand and Three Hundred and Five Dollars (\$1,456,305.00).**
 - Construction Administration will be added to the contract as part of the Construction GMP
 - Those fees are estimated to be \$332,264.00
- Additional Services will be billed out at mutually agreeable rates agreed upon by the Town of Wake Forest and Edifice. Time for additional design and preconstruction services will be estimated based on the rates agreed to between Edifice and their designers which will ultimately be approved by the Town. Edifice's Preconstruction rates are shown in the attached breakdown of Preconstruction Services.

Clarifications

- Services **not** included in the Design, Preconstruction, and eventually Construction, will be costs over and above what is projected as the cost of Design and Construction and will be by the Town or others are as follows:
 - Additional Site Surveying – Topographic, boundary, or otherwise needs already purchased from the Town directly from The Timmons Group
 - All work related to offsite permanent and temporary easements or rights of way
 - Regulatory application fees or filing fees.
 - Permitting fees are by allowance and to be included in the Construction GMP
 - Life Cycle Cost Analysis and/or Energy Modeling
 - LEED or Green Globes or certified sustainable design, accreditations, or certifications
 - No early design or bid packages unless agreed upon by the team later
 - Environmental Engineering, Environmental Assessments, and impact statements
 - Hazardous materials identification and abatement
 - Flood studies
 - Wetlands investigations and permitting
 - Construction Materials Testing and Special Inspections
 - Minimum Commissioning required by the North Carolina Building Code
 - Edifice-ADW can provide this if requested
 - Design and furnishing of Furniture, Fixtures, and Equipment (see add services per hour rate)
 - Owner Contingency
 - Re-design or re-building or improvements to any existing storm retention or detention systems.
 - Thought is that existing systems will be tied into and adequate for the project



EDIFICE
CONSTRUCTION



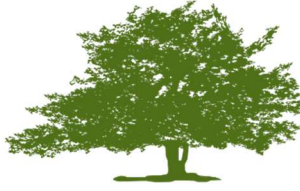
TOWN of
WAKE FOREST

adwarchitects
environmentsforlife®

- Off Site sewer design IS included in the base design. Costs associated with bringing additional utilities to the site other than sewer are not included.
 - We are planning to design and construct utilities (power, water, gas, cable, etc...) from mains that presently run to or near the site.
- IT/Data/Structured Cabling, Audio Visual, Cable TV, CCTV, Security Systems, Card Access, and Radio Alerting Systems will be designed, provided, and installed by the Town of Wake Forest.
 - Edifice-ADW will coordinate with the Town's staff and vendors in the implementation of this work into the design and construction.
 - All Design for special systems, including Audio Visual, Voice Reinforcement, Security, Telecommunications, CCTV, Station Alerting System, etc. beyond locating and specifying J boxes and conduit to above ceiling. (for future inclusion of cabling and equipment by the Owner's Vendors)
- Fire Flow testing for the Fire Sprinkler System has already been completed by the Timmons group.
 - Fire pump design has not been included. This will need to be added if the water pressure is not sufficient for a designed fire sprinkler system
- Plan Review and Permitting Fees will be included as an allowance in the Construction GMP
- Tap, Impact, or Development Fees are expected to be paid for by the Town
- LEED or Green Building Design and Certifications are not included
- Graphic Design or Graphics packages
- Fueling systems design or engineering has not been included.
- The Fee includes Structural Engineering Services for standard spread footing foundations. If existing soil conditions require a more extensive foundation design, the Structural Engineering to provide these Services would be considered an Additional Service. Please note that the Structural Engineer must rely on the Geotechnical Report of the Subsurface conditions provided by the Owner for their Structural Design.
- Irrigation system will be included in the budget as an allowance. This system will be Design-Build by the Irrigation/Landscape Subcontractor
- Construction Management and Supervision by Edifice and Construction Administration by ADW and their consultants are a part of the cost of work and will be included in the Guaranteed Maximum Price (GMP) for construction services

Exhibit D – Preconstruction Services Fee Breakdown

Preconstruction Services Fee Estimate				25-Jun-24	
New Fire Station #6			Start Date		Jul-24
Town of Wake Forest Fire Station 6			Completion Date		Jul-24
			Project Budget		\$16,000,000
Personnel Activates					
Programming & Concept		Man-hours		Rate Labor	
Preconstruction Manager		50	\$	110.00	\$ 5,500
Project Executive		35	\$	133.00	\$ 4,655
Subtotal		85			\$ 10,155
Schematic Design		Man-hours		Rate Labor	
VP of Preconstruction		20	\$	150.00	\$ 3,000
Preconstruction Manager		80	\$	110.00	\$ 8,800
Project Executive		30	\$	133.00	\$ 3,990
Subtotal		130			\$ 15,790
Design Development		Man-hours		Rate Labor	
Project Executive		35	\$	133.00	\$ 4,655
VP of Preconstruction		10	\$	150.00	\$ 1,500
Preconstruction Manager		85	\$	110.00	\$ 9,350
Superintendent		15	\$	103.00	\$ 1,545
Project Manager		40	\$	111.00	\$ 4,440
Subtotal		185			\$ 21,490
Complete CD's		Man-hours		Rate Labor	
Project Executive		35	\$	133.00	\$ 4,655
Preconstruction Manager		90	\$	110.00	\$ 9,900
Preconstruction Assistant		45	\$	65.00	\$ 2,925
Superintendent		20	\$	103.00	\$ 2,060
Construction Manager		40	\$	125.00	\$ 5,000
Project Manager		45	\$	111.00	\$ 4,995
Subtotal		275			\$ 29,535
Bid Documents and Bidding		Man-hours		Rate Labor	
Project Executive		30	\$	133.00	\$ 3,990
Preconstruction Manager		45	\$	110.00	\$ 4,950
Preconstruction Assistant		45	\$	65.00	\$ 2,925
Construction Manager		35	\$	125.00	\$ 4,375
Project Manager		45	\$	111.00	\$ 4,995
Subtotal		200			\$ 21,235
Services Cost Recap					
Personnel Activity Summary		Man-hours		Days Labor	
Programming & Concept		85		10.625	\$ 10,155
Schematic Design		130		16	\$ 15,790
Design Development		185		23	\$ 21,490
Complete CD's		275		34	\$ 29,535
Bid Documents and Bidding		200		25	\$ 21,235
Subtotal		790		99	\$ 98,205
Pre-construction Summary					
Total Labor				\$	98,205
Reimbursement Allowance - Preconstruction Site Investigations or Testing				\$	10,000
Total Pre-Construction Services Fee				\$108,205	



TOWN *of* WAKE FOREST

REQUEST FOR QUALIFICATIONS # 23-0001

DESIGN, ENGINEERING AND CONSTRUCTION SERVICES **FOR WAKE FOREST FIRE STATION #6**

DATE ISSUED

Monday, January 22, 2024

PRE-SUBMITTAL CONFERENCE

**Friday, February 2, 2024
9:00 a.m.**

QUESTIONS AND CLARIFICATIONS DUE DATE

**Monday, February 12, 2024
1:00 p.m.**

DUE DATE

**Wednesday, February 28, 2024
1:00 p.m.**

Email Address Submittal (required)

mrochelle@wakeforestnc.gov

Physical Acceptance Location (also required)

**Wake Forest Town Hall
Attn: Mickey Rochelle
300 South Brooks St
Wake Forest, NC 27587-2901**

TABLE OF CONTENTS

I.	Project Site	3
II.	Project Description and Scope.....	3
III.	Goals	6
IV.	Anticipated Project Budget.....	6
V.	Schedule.....	6
VI.	Pre-Construction Project Planning.....	7
VII.	Proposal Evaluation	7
VIII.	Pre-Submittal Meeting	7
IX.	Content and Format of Proposal Package	7
X.	Questions and Clarifications	9
XI.	Proposal Submittal.....	9
	APPENDIX A- GENERAL TERMS	10
	APPENDIX B- SITE LOCATION	14
	APPENDIX C- STAFF AMENITIES.....	16
	APPENDIX D- CONNEX SCHEMATIC	17
	APPENDIX E- APPLICATION SUBMITTAL CHECKLISTS	Error! Bookmark not defined.

Notice

Pursuant to NCGS 143-128.1(A), the Facilities Department of the Town of Wake Forest will be soliciting Statements of Qualifications from qualified Design-Build teams interested in providing professional design and construction services for the new Fire Station 6 facility for the Wake Forest Fire Department.

All respondents are subject to the instructions communicated in this document and are cautioned to thoroughly review the entire document and follow instructions carefully.

I. Project Site

1621 and 1701 Wait Avenue (near the intersection of Wait Avenue and Old Murray Drive in eastern Wake Forest. The Wake County PIN numbers are 1850578617 and 1850670578. The Town will not provide workspace for the Firm/Team.

II. Project Description and Scope

The new fire station facility will provide proper fire department response times in support of the rapid growth of residential development in the northern and eastern quadrants of Town. The Town currently has an ISO rating of 1 and is committed to maintaining this level of service as it relates to response times and life safety.

This facility will include a program comprised of an approximately 14,500+/- square foot, two story, 3-bay building with apartment accommodations, a weight room, office, toilet rooms and showers, dining room and kitchen and other support facilities. The site will also contain the install of an Indy System training Center created from Conex containers with a footprint of 3,600+/- square feet and 2,400+/- square feet climate-controlled workshop. Construction on the new facility is slated to begin in the fall of 2024.

The lead Design-Builder will be expected to provide concurrent design and construction turnkey activities for this project resulting in a finished, fully usable facility that satisfies all project requirements and contract terms. The Design-Builder as the sole responsible source for total project compliance and construction related performance will hold all design professionals, testing services, trade contractors and trade supplier contracts.

The Design-Builder's scope of work will include:

1. Site Inventory and Evaluation of Owner's Criteria Confirmation
 - a. Site investigations including review of owner's surveys, Phase 1 and Phase 2 environmental reports.
 - b. Preliminary evaluation of proposed site use, material selection, building systems and equipment and provide recommendations on constructability, time, labor and scheduling factors related to project costs.
 - c. Conduct a workshop with Town staff to confirm and finalize staff amenities listed in [Appendix C](#).
2. Schematic/Preliminary Design
 - a. Pre-construction project planning including assistance in the preparation of a schedule, preliminary cost estimates and value engineering measures.
 - b. Prepare special use permit and annexation application to include site, architectural, structural, mechanical, plumbing and electrical schematic design plans for Town staff consideration. Special Use Permit application checklist is shown in [Appendix E](#).
 - c. Prepare preliminary design report following pre-application meeting confirming design criteria, agreed upon program elements, alternative schemes, recommended scheme with construction phasing options and cost model.
 - d. Develop Design-Builder's proposal detailing contract sum, estimated trade costs, proposed date of substantial completion and list of key Design-Build personnel and suppliers.
 - e. Conduct regular weekly design meetings.
 - f. Update the design schedule.
 - g. Present requires department agencies/for review; responsible for all state, county, and Town permit applications and approvals.
3. Design Development
 - a. Based on the approved schematic design, satisfactorily resolve all review comments from prior design phases and further refine the design to include:
 - i. Site Design: Currently there are no existing sewer services onsite, and the new fire station construction will require a sewer extension/connection to the subject site which may also require land easements. In addition, site design will require demolition and clearing plans, grading and drainage plans, sedimentation and erosion control plans, layout and staking plans, elevations and sections, construction details, lighting and signage, landscape, plantings and details.
 - ii. Building Design: building plan configuration and elevation elements including exterior building skin materials and colors, foundation, structural and roof systems, building fenestration and openings, overall dimensions, materials testing requirements, Mechanical, Electrical and Plumbing (MEP) design including systems, equipment and calculations, energy and performance modeling, systems review, coordination and integration to include all utilities and controls, assess for LEED criteria.
 - b. Expand outline specifications to design development level and integrate systems, controls, products and procedures for architectural, civil and landscape.
 - c. Documents produced in digital format- AutoCAD preferred.
 - d. Conduct regular weekly meetings.
 - e. Review and confirm budget from schematic design phase. Review any updates and reconcile.
 - f. Review, update and confirm project schedule.

- g. Attend owner and user meetings to coordinate and resolve value engineering, constructability, construction phasing and scheduling issues in the preliminary design.
- 4. Permitting, Reviews and Approvals
 - a. Review and/or present design concepts to the Town of Wake Forest Planning and Building Inspections Departments and any other regulatory agencies whose approval is necessary for the development of the site.
 - b. Submit plans and application to regulatory agencies.
 - c. Secure approvals from all other local and state agencies as required for the site development.
 - d. Coordinate the construction or relocation of utilities.
 - e. Attend meetings as necessary for all approvals. Provide response and modifications to regulatory comments.
- 5. Construction Documents
 - a. Based on the approved design development, satisfactorily resolve all review comments from prior design phases and prepare and finalize all construction drawings and specifications to minimally include all elements from our checklist listed in [Appendix E](#).
 - b. Documents produced in a digital format: AutoCAD preferred.
 - c. Prepare a construction level cost estimate and updated project schedule; reconcile cost estimate with construction estimate.
 - d. Incorporate bid alternates as necessitated by the project budget.
 - e. Conduct regular design meetings.
- 6. Construction Administration
 - a. Project manual that includes Project Procedures, Bid Forms, General Conditions, and Detailed Specifications
 - b. Provide construction administration and observation associated with the site improvements including a preconstruction conference, weekly site observation and meetings for processing pay requests.
 - c. Provide interpretations of prepared drawings and specifications, shop drawing review and approval as well as preparation of change orders and construction change directives.
- 7. Construction
 - a. All site work to include but not limited to clearing and rough grading, tree protection, erosion control measures, site utilizes, site lighting, paving, walkways, landscaping and stormwater water management.
 - b. Building construction to include but not limited to foundations, exterior, roofing, insulation, systems, interior finishes, toilet and bath fixtures, locker room fixtures, special equipment, signage, and MEP systems and controls.
- 8. Post Construction Phase and Deliverables
 - a. Acquire certification of occupancy and certification of completion
 - b. Prepare as-built documents based on information received from the contractor in AutoCAD.
 - c. Prepare a facility maintenance plan.
 - d. Assist in project closeout, establishment of warranties and guarantees.
 - e. Present to required departments for review. Responsible for all state, county and town permit applications and approvals.

The scope of work may be modified during contract negotiations with the selected Design-Builder team.

III. Goals

- The Town of Wake Forest intends to utilize best commercial practices to accomplish the goals of this project, expects the Design-Builder to proactively address risks and challenges in the process and participate in improvement activities to achieve project success.
- The Town also expects to work with the Design-Builder to devise and implement appropriate processes for this project that maximize the efficiency, overall quality, cost savings and efficiencies. Other goals include:
- Reach substantial completion prior to ISO inspection anticipated in May of 2026.
- Complete the project in a timely fashion without undue delays and within the Town's funding resources available for the project.
- Incorporate high performance, energy efficient HVAC, plumbing, electrical, exhaust, mechanical, security and fire alarm systems and controls that allow staff to work in a safe, comfortable, operational facility.
- Design a facility that takes into consideration energy efficiency/conservation, energy management, life cycle cost savings while adhering to Wake Forest Community Plan standards for community buildings.

IV. Anticipated Project Budget

The Facilities Department estimates an approximate budget of \$12 million dollars for completion of this project including all costs and fees.

V. Schedule

The following schedule contains Town's desired major milestones and may be adjusted as a result of proposals and contract negotiations.

Anticipated Project Schedule	Date
Issue RFQ	January 22, 2024
Town conducts pre-submittal conference. Location: Town Hall, 301 S. Brooks St, Wake Forest, NC 27587. Conference Room A-B	February 2, 2024
Design-Builder Team Registration Due	February 9, 2024
Deadline for written questions and clarifications	February 12, 2024
Deadline for submission of Statement of Qualifications	February 28, 2024

Optional interviews of short-listed firms	March, 2024
Notify selected Design-Build firm, begin contract negotiations	March, 2024
Board of Commissioners award of contract	May, 2024
Notice to Proceed	June, 2024
Project Completion	May, 2026

VI. Pre-Construction Project Planning

The Design-Builder, as part of its design and its preconstruction services, will assist with developing a strategy for the best approach for the successful completion of the project including guidance and assistance in the preparation of a schedule and a reliable, preliminary cost estimate along with evaluations of any value engineering measures.

VII. Proposal Evaluation

Each submitter will be evaluated and short-listed based on their Statement of Qualifications score as determined through a qualification review process and scoring criteria notes below:

1. Design- Build Team Expertise and Team Organization – 25%
2. Project Vision – 15%
3. Submission Quality- Creativity of Design, Schedule, Safety Control – 20%
4. Design References – 25%
5. Legal History – 15%

The three most highly qualified firms/teams will be shortlisted and may be asked to interview with an evaluation team made up of Town employees to help determine final ranking before the final selection.

VIII. Pre-Submittal Conference

There will be a pre-submittal conference for interested firms on **Friday, February 2, 2024, at 9:00 a.m. at Wake Forest Town Hall, 301 S. Brooks Street, Wake Forest, NC, Ground Level A/B Conference Room. Attendance at the pre-submittal meeting is required.** The Facilities Director will present details about the project, provide an overview of needs and be available to answer questions.

IX. Content and Format of Proposal Package

The submission shall be a maximum of 50 pages front and back or 100 pages single-sided.

Design-Build Team Expertise and Team Organization:

- 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 also be submitted and include: Identify their Team's experience with public or privately bid emergency response design-build projects and specifically describe those projects that best characterize the Design-Builders team capabilities.
- Include work quality of cost control measures.
- Completed public sector projects and experience.
- Additionally, response should include understanding of the Town of Wake Forest's permit and planning process, evidence of incorporating environmentally responsible building practices, and effectively provide contract and construction administration services.
- A description and organizational chart showing the structure of the Design-Builders 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.
- Information on the current and projected workload of key staff to be assigned to this project, including level and magnitude of involvement.
- The firm and staff qualification information for each sub-consultant, a description of the services the firm performed, as well as related projects and references, if a sub-consultant is part of the team.

Project Vision

- Statement of detailed proposed project approach.
- Recommended scope of work prior to beginning design.
- Timeline for completion of design and construction.

Submission Quality

- Examples on the ability to foresee and address potential issues and concerns.
- Creativity in design and layout.
- Ability to work with Town staff.

Design References

- Provide five references with emergency response design-build being preferred. A minimum of one must be included as a reference.
- Each reference shall include an owner contact.
- List team members involved in the project including firm members, engineers, landscape architects, or interior designers.

Legal History

- Include a history of litigation and disputes including any pending litigation, arbitration, and disputes. Include results of past litigation, disputes, and arbitration.

X. Questions and Clarifications

All questions shall be submitted to Mickey Rochelle, Facilities Director, via email (mrochelle@wakeforestnc.gov), no later than **1:00 p.m. on Monday, February 12, 2024**. 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, February 14, 2023**.

XI. Proposal Submittal

The deadline for firms submitting proposals is **1:00 p.m. on Wednesday, February 28, 2024**. No submissions or supporting documents will be accepted after this deadline. Submittals should be emailed to mrochelle@wakeforestnc.gov. One digital copy via email, and one hard copy is required of each submission. Hard copies should be delivered to The Town of Wake Forest, 301 South Brooks Street Wake Forest, NC 27587, Attention: Mickey Rochelle.

The Town of Wake Forest reserves the right to reject any or all submittals. This RFQ does no obligate the Town to pay for any cost incurred by respondents in the preparation and submission of a response nor does it obligate the Town to accept or contract for any expressed or implied services.

The selected design-build team will be required to adhere to Wake Forest's Community Plan standards which lists a vision of a highly desirable community that preserves its small-town charm while fostering new growth opportunities. Smart, sustainable growth strategies and sufficient infrastructure. In addition, the lead Design-Builder should encourage embracing community character, promise and incorporate sustainable building practices and explore green infrastructure options that beautify spaces like bioswales and planters.

APPENDIX A- GENERAL TERMS**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 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 for Planning Services 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. Americans with Disabilities Act (ADA) Compliance:

The Town of Wake Forest will comply with the Americans with Disabilities Act (ADA) which prohibits discrimination on the basis of a disability. The Town of Wake Forest will make reasonable accommodations in all programs to enable participation by an individual with a

disability who meets essential eligibility requirements. Town of Wake Forest programs will be available in the most integrated setting for each individual. If any accommodations are necessary for participation in any program or services, participants are encouraged to notify Town staff.

V. Minority/Women/Small Business Enterprise:

It shall be the practice of the Town of Wake Forest Government to provide minority-owned, women-owned, and small business enterprises (collectively “M/W/SBE”) as well as other responsible vendors with fair and reasonable opportunity to participate in Town of Wake Forest’s business opportunities including but not limited to employment, construction development projects, and material/services, consistent with the laws of the State of North Carolina. The Town of Wake Forest’s minority participation goal is **10%** of the total project cost.

VI. Nondiscrimination Policy:

The policy of the Town of Wake Forest prohibits discrimination against any person or business in pursuit of these opportunities on the basis of race, color, national origin, religion, sex, age, disability, or veteran’s status. It is further the policy of the Town of Wake Forest to conduct its contracting and procurement programs so as to prevent such discrimination and to resolve any and all claims of such discrimination.

VII. Design-Build Team Minimum Qualifications:

Firm’s Designer(s) of Record must have a current North Carolina Architectural and/or Engineering license(s) as appropriate for their portion of the design work. Copy of license(s) is to be included in submission.

VIII. Insurance and Indemnity Requirements:

To the extent permitted by law, the Consultant agrees to defend, pay on behalf of, indemnify, and hold-harmless the Town of Wake Forest, 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 the Town of Wake Forest, 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 resulting from the negligence of the Consultant.

The Consultant further agrees to purchase and maintain during the life of any contracts entered into with the Town the following insurance with an insurance company acceptable to the Town of Wake Forest and authorized to do business in the State of North Carolina:

- **Automobile:** Bodily injury and property damage liability covering all owned, non-owned, and hired automobiles for limits of not less than \$1,000,000 each person/\$1,000,000 each occurrence.
- **Comprehensive General Liability:** Bodily injury and property damage liability insurance shall protect the Consultant from claim of bodily injury or property damage which arises from operations of this contract. The amounts of such insurance shall not be less than \$1,000,000 bodily injury and property damage liability each occurrence/aggregate. This

insurance shall include coverage for product/completed operations and contractual liability assumed under the indemnity provision of this contract. The Town of Wake Forest shall be listed as an "Additional Insured".

- Consultant's Professional Liability: In a limit of not less than \$1,000,000.
- Workers' Compensation and Occupational Disease Insurance:
 - Coverage A – Worker's Compensation: Meeting the statutory requirements of the State of North Carolina.
 - Coverage B – Employer's Liability: \$1,000,000 each accident / \$1,000,000 disease – each employee / \$1,000,000 disease – policy limits.

Certificates of such insurance will be furnished to the Town of Wake Forest Purchasing Manager and shall contain the provision that the Town of Wake Forest be given thirty (30) days written notice of any intent to amend or terminate by either the Consultant or the insuring company. Additionally, the Town of Wake Forest shall be listed as Certificate Holder on COI.

IX. 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'. If a record meets all the following conditions, then the Town may withhold that particular trade secret from a public record inspection request:

- It is a "trade secret" as defined in G.S. 66-152(3); and
- It is the property of a private "person" as defined in G.S. 66-152(2); and
- It is disclosed or furnished to the Town in connection with a bid or proposal; and
- It is marked as "confidential" or as a "trade secret" at the time of its initial disclosure to the Town.

If as part of your bid or proposal, you submit to the Town any record, or portion of a record, that you consider to be a trade secret meeting the definition contained in G.S. 66-152 (2), you may clearly mark the particular record, or portion of the record, that meets the definition of trade secret as TRADE SECRET or CONFIDENTIAL TRADE SECRET, and the Town will be authorized to withhold that particular record or portion thereof, from public inspection. In the event the Town receives a public records request for records you designate as 'trade secret' the Town will notify you and give you the opportunity to, within one week of such notification, confirm in writing that the specific record, or portion of record, that you designated as TRADE SECRET meets the requirements of G.S. 132-1.2 and G.S. 66-152, and the reasons, therefore. The Town will require that you indemnify the Town in the event a challenge is brought for the withholding of a record based on your having designated it a trade secret.

X. 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.

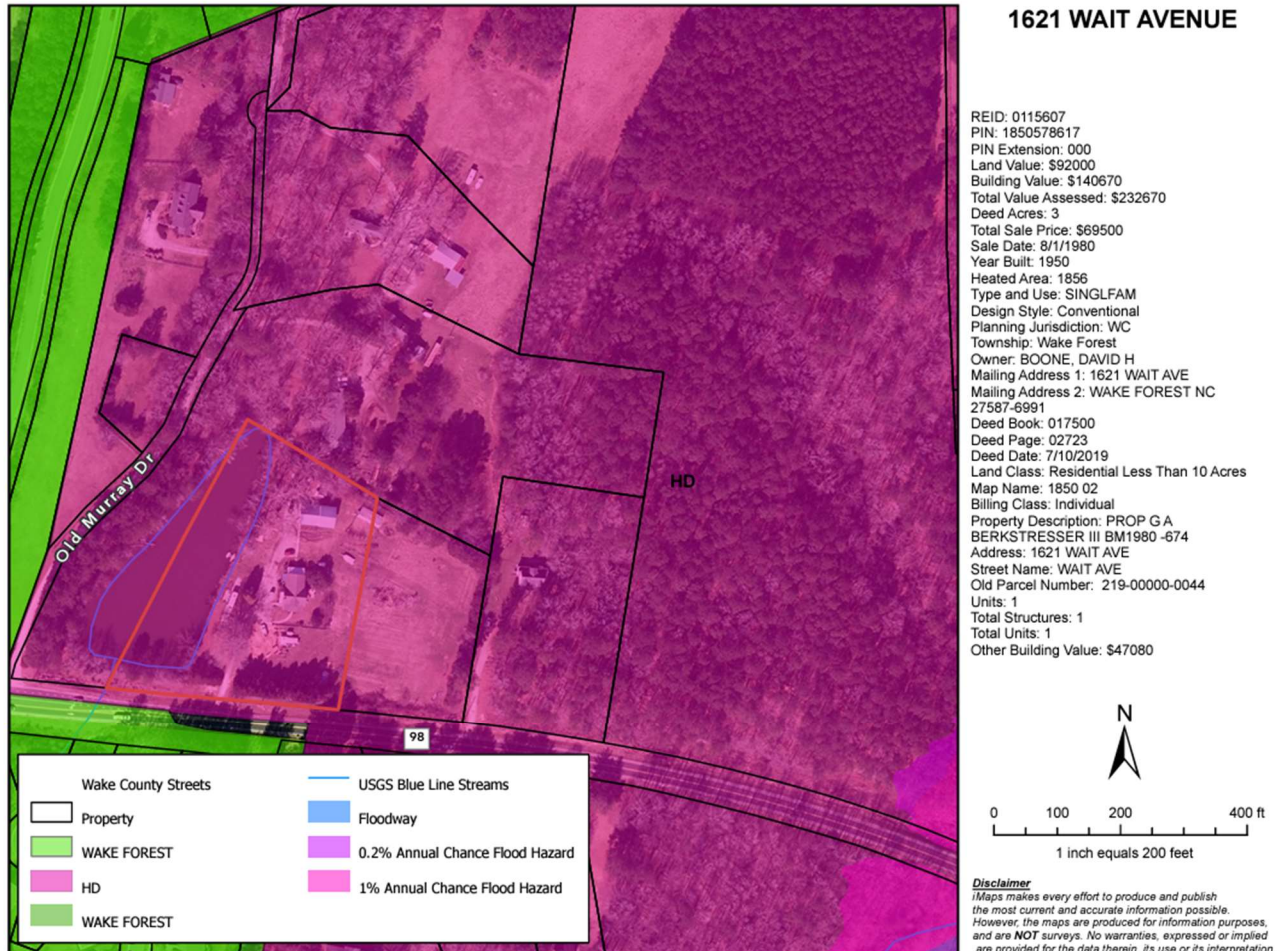
XI. Standard Terms and Conditions:

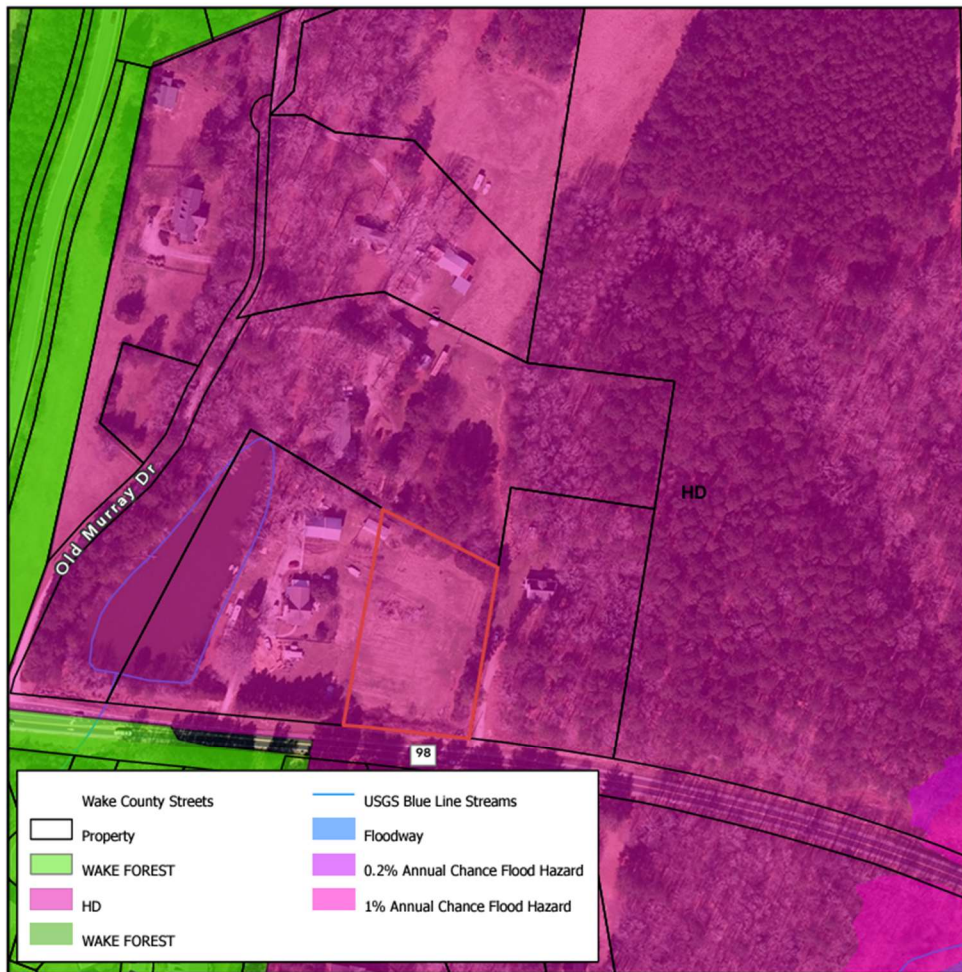
The Town's Standard Terms and Conditions listed at:

[https://www.wakeforestnc.gov/sites/default/files/uploads/purchasing/2023/9-27-](https://www.wakeforestnc.gov/sites/default/files/uploads/purchasing/2023/9-27-23_towf_standard_terms_and_conditions.pdf)

[23 towf standard terms and conditions.pdf](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.

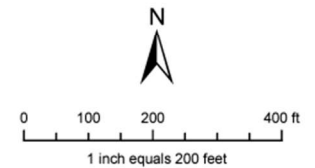
APPENDIX B- SITE LOCATION





1701 WAIT AVENUE

REID: 0116802
 PIN: 1850670578
 PIN Extension: 000
 Land Value: \$58560
 Total Value Assessed: \$58560
 Deed Acres: 1.48
 Total Sale Price: \$7500
 Sale Date: 2/2/1982
 Planning Jurisdiction: WC
 Township: Wake Forest
 Owner: BOONE, DAVID H
 Mailing Address 1: 1621 WAIT AVE
 Mailing Address 2: WAKE FOREST NC 27587-6991
 Deed Book: 017500
 Deed Page: 02723
 Deed Date: 7/10/2019
 Land Class: Vacant
 Map Name: 1850 02
 Billing Class: Individual
 Property Description: MONTAGUE LAND
 Address: 1701 WAIT AVE
 Street Name: WAIT AVE
 Old Parcel Number: 220-00000-0050
 Total Structures: 1
 ZIP: 27587



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

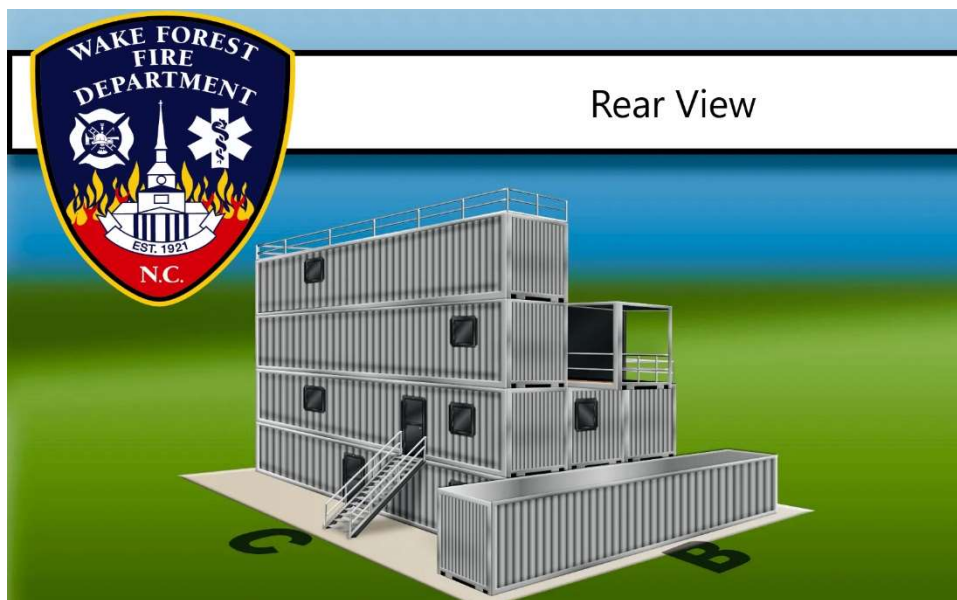
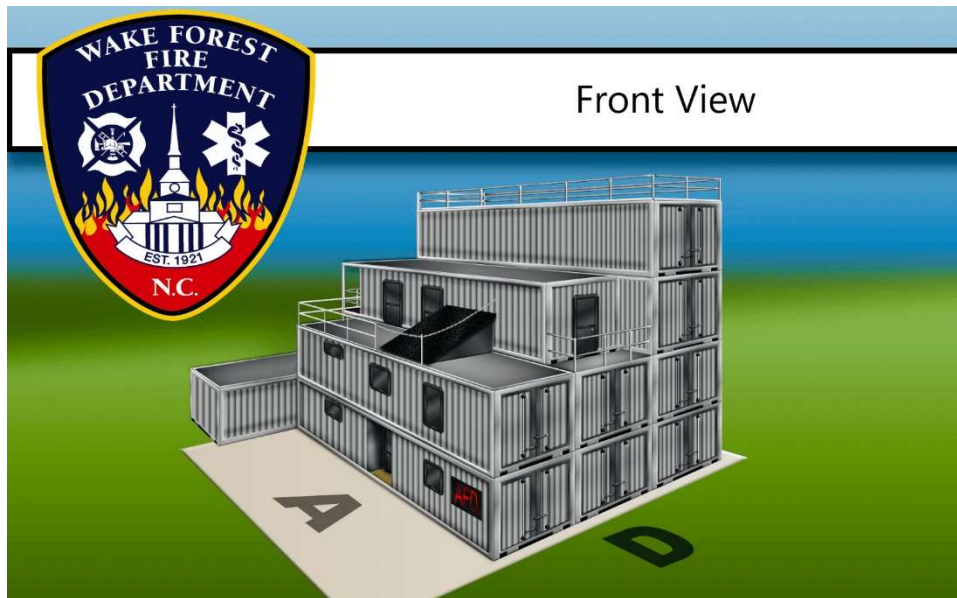
APPENDIX C- STAFF AMENTITIES**Main Building:**

- Seven Offices
- Large Turnout Gear Storage Room
- Kitchen and Dining for 10 to 12
- 11 Bedrooms, 33 beds with storage lockers or closets
- Gym/ Exercise area
- Workshop
- Tool Room
- Outside storage for lawn equipment
- EMS supply storage
- Lobby/ Safe Room
- Large training room for 100 people
- Conference Room
- Restroom and showers for staff
- Public Restrooms
- Decontamination Room with 6 decontamination showers
- Breakroom for academy attendees
- Covered Patio

Exterior:

- 2400 Sq. Ft. climate- controlled workshop
- Training center ready site
- Concrete pads and drives for ease of access to all areas.

APPENDIX D- CONEX SCHEMATIC



APPENDIX E- APPLICATION SUBMITTAL CHECKLISTS

Below are a few of the major checklists that will be required during Town of Wake Forest review process. This list is meant to be a helpful resource and it not to be considered as all inclusive.

1. [Pre-Application Meeting Checklist](#)
2. [Annexation Checklist](#)
3. [Special Use Permit Checklist](#)
4. [Construction Drawing Submittal Checklist](#)
5. [Community Plan – Community Facilities](#)
6. [Review Timelines](#)
7. [Electronic Plan Review & Permit Portal](#)

End of Request for Qualifications # 23-0001

RESOLUTION 2024-XX

RESOLUTION AUTHORIZING THE TOWN MANAGER TO EXECUTE ON
BEHALF OF THE TOWN OF WAKE FOREST, THE DESIGN BUILD CONTRACT
FOR FIRE STATION #6 PROVIDED BY EDIFICE LLC.

WHEREAS, the Town has identified the need to build an additional Fire Station to provide the same level of service as listed in our Insurance Services Office (ISO) level 1; and

WHEREAS, the Town should maintain its ISO Rating which scores a fire departments ability to protect the community rating; and

WHEREAS, the Town has purchases parcels 1701 and 1621 Wait Avenue that are suitable to provide the Northern and Eastern portions of the Town with fire services; and

WHEREAS, the Town released a request for qualifications (RFQ) in January 2024, which submissions due in February 2024; and

WHEREAS, the Town received a total of six submissions for Request for Proposals (RFP #2023-0001) that were reviewed by a multi-disciplinary selection committee; and

WHEREAS, after final interviews and negotiations, Edifice LLC a firm based out of Charlotte NC, Inc was selected as the highest ranked firm to design, build and construct Fire Station 6;

BE IT RESOLVED that the governing body of the Town of Wake Forest hereby authorizes the Town Manager to execute a contract with Edifice LLC for the Town of Wake Forest design build contract for Fire Station 6.

Adopted and effective this the 20th day of August 2024.

Vivian A. Jones, Mayor

Mayor

ATTEST:

Theresa Savary, Town Clerk



Board of Commissioners Agenda Item Report

Agenda Item No.: 2024-254-

Submitted by: Steven Meyer

Submitting Department: Engineering

Meeting Date: August 20, 2024

SUBJECT

Approval of The Horse Creek Watershed Study

Recommendation:

Approval

Item Summary:

ATTACHMENTS

- [Attachment_A_07232024_Summary.docx](#)
- [Attachment_B_Watershed_Plan_Updated.pdf](#)

Agenda Item: Horse Creek Watershed Plan

Summary: The Horse Creek Watershed Plan has been updated and reorganized as a result of the April 2, 2024, work session. Changes include clarifying that UNRBA rules do allow joint-jurisdiction partnerships, clarifying which projects are within the Town of Wake Forest limits, and clarification on projects that would require partnership. The projects and analysis are unchanged. The Horse Creek Watershed is located within the northwest section of the Town of Wake Forest. KCI Technologies has developed a water quality model to support the watershed management plan. This model will be used to track compliance with the Falls Lake Nutrient Sensitive Waters (NSW) requirements and specifically with the UNRBA's Interim Alternative Implementation Approach (IAIA) to the Neuse Sensitive Waters strategy. The watershed plan will guide efforts to manage nutrient pollution in the Horse Creek Watershed moving forward.

Attachments: Attachment_B_Watershed_Plan_Updated



Horse Creek Watershed Plan

DEVELOPED FOR THE TOWN OF WAKE FOREST, NORTH CAROLINA



(This page intentionally left blank)

Table of Contents

Executive Summary.....	1
1.0 Introduction	1
1.1 Background, Purpose, and Need.....	1
1.1.1 Falls Lake Impairment	2
1.1.2 Falls Lake Nutrient Management Strategy	2
1.1.3 UNRBA and Interim Alternative Implementation Approach	4
1.2 Watershed-Based Plan.....	4
1.3 Study Goals and Objectives.....	5
2.0 Analysis of Watershed Conditions	5
2.1 Location and Boundaries	5
2.2 Climate	7
2.3 Physiography and Land Use	7
2.4 Surface Water Resources.....	8
2.5 Geology and Soils.....	11
2.6 Political Jurisdictions / Relevant Authorities	11
2.7 Growth and Development Patterns.....	12
2.8 MS4 and Stormwater	12
2.9 Sanitary Sewer Providers	13
2.10 Recreational Uses.....	13
2.11 Stakeholder Input.....	13
3.0 Watershed Treatment Model Results.....	14
3.1 Existing Conditions.....	14
3.2 Future Conditions.....	15
3.3 Retrofit Scenarios.....	15
4.0 Implementation Plan	16
4.1 Strategies to Address Nonpoint Sources of Nutrient Pollution	16
4.2 Implementation Priorities.....	19
4.3 Community Engagement	20
4.4 Schedules, Milestones, and Measures of Success.....	20
5.0 Recommendations	21
6.0 References	22

Appendix A – WTM Model Methodology

Appendix B – Implementation Plan Methodology.

Appendix C – Survey of Stakeholder Priorities

Appendix D – Implementation Support Materials

Executive Summary

Falls Lake, in the Piedmont of North Carolina, is classified as a Nutrient-Sensitive Water (NSW) by the North Carolina Department of Environmental Quality (DEQ). The Upper Neuse River Basin Association (UNRBA) developed an Interim Alternative Implementation Approach (IAIA) to the NSW strategy so that communities with land draining to the lake may take actions to reduce nutrient loading. A portion of the land within the Horse Creek Watershed, which drains to Falls Lake, lies within the jurisdiction of the Town of Wake Forest (TOWF). As such, the Town has developed a watershed plan supported by an empirical water quality modeling framework that examines existing and future pollutant loading conditions within the watershed. The plan identifies and prioritizes projects that the TOWF may implement to comply with the IAIA and reduce nonpoint sources of nutrients to Falls Lake. The work conducted to produce this plan was funded through the American Rescue Plan Act (ARPA).

1.0 Introduction

1.1 Background, Purpose, and Need

As a member of the Upper Neuse Basin Association (UNRBA), it is in the interest of the Town of Wake Forest (TOWF) to have a watershed plan developed for the Horse Creek watershed, and to have that watershed plan supported by an empirical water quality modeling framework that will allow for examination of existing and future pollutant loading conditions, specifically nutrient loading, within the watershed. The watershed plan and supporting model framework will be used in tracking compliance with the Falls Lake Nutrient Sensitive Waters (NSW) requirements (discussed below), and in specifically with the UNRBA's Interim Alternative Implementation Approach (IAIA) to the NSW strategy. Rather than continuing to rely on hard numeric targets for nutrient load reduction to improve water quality in the lake, the IAIA stipulates that each member government meet a financial spending target annually toward the development and implementation of water quality improvement projects. The North Carolina Department of Environmental Quality (DEQ) approved the IAIA within a context of adaptive management, such that as long as water quality monitoring data showed improvement in the Lake, the IAIA would continue to stand in lieu of the numeric loading targets.

In this case, the watershed modeling framework developed to support this watershed plan relies on the well-established, Watershed Treatment Model (WTM), originally developed by the [Center for Watershed Protection](#). The WTM and associated methods and results specific to the Horse Creek Watershed are described at length in Chapter 3 and Appendix A. This watershed plan and supporting model framework are intended to help guide the town by identifying a suite of project opportunities, such as implementation of new stormwater structural control measures (referred to in this document as BMP Retrofits) within existing, already developed landscapes, or stream restoration projects, and to illustrate the nutrient load reductions resulting from those projects. The plan also seeks to prioritize projects by factors such as ease of implementation (feasibility) and cost-effectiveness in order to assist decision-makers in setting priorities and making meaningful investments in water quality improvement going forward.

The model will be developed for the closest approximation of the Wake County portion of the Horse Creek watershed that is consistent with the subwatersheds utilized for the UNRBA's Watershed Analysis Risk Management Framework (WARMF) watershed model in maintain consistency with that larger assessment and management effort. The Wake County portion of the Horse Creek Watershed was also selected as the study area because it represents a likely westward growth area for the TOWF.

1.1.1 Falls Lake Impairment

The Falls Lake Reservoir (“Lake”) is a 12,400-acre impoundment that was created by the US Army Corps of Engineers to provide flood control and recreation on the Neuse River. Work began on the Falls Lake dam in 1978. It was completed in 1981 and impounds an average volume of 114,740 acre-feet. The Lake is also a major local water supply to surrounding communities. In Wake County, it supplies 41 million gallons per day in drinking water for approximately 500,000 people.

The Falls Lake contributing watershed (**Figure 1**) drains 770 square miles across six counties (Durham, Franklin, Granville, Orange, Person, and Wake counties) in the north-central portion of North Carolina. The watershed is currently 59% forested, 16% agriculture, and 15% developed, with approximately 90,000 residents. However, the area is rapidly developing, given its proximity to the cities of Raleigh, Durham, and Chapel Hill.

In recent years shallow upper portions of the Lake have experienced frequent violations of water quality standards for chlorophyll *a*, an indicator of algal productivity and blooms which is used to measure the impact of nutrient pollution. The Lake has exceeded the State’s chlorophyll *a* standard since 2008 and continues to exceed standards. Although the Lake has recently experienced fewer violations since a peak during the 2005-2007 monitoring period, some segments are still on DEQ List of Impaired Waters.

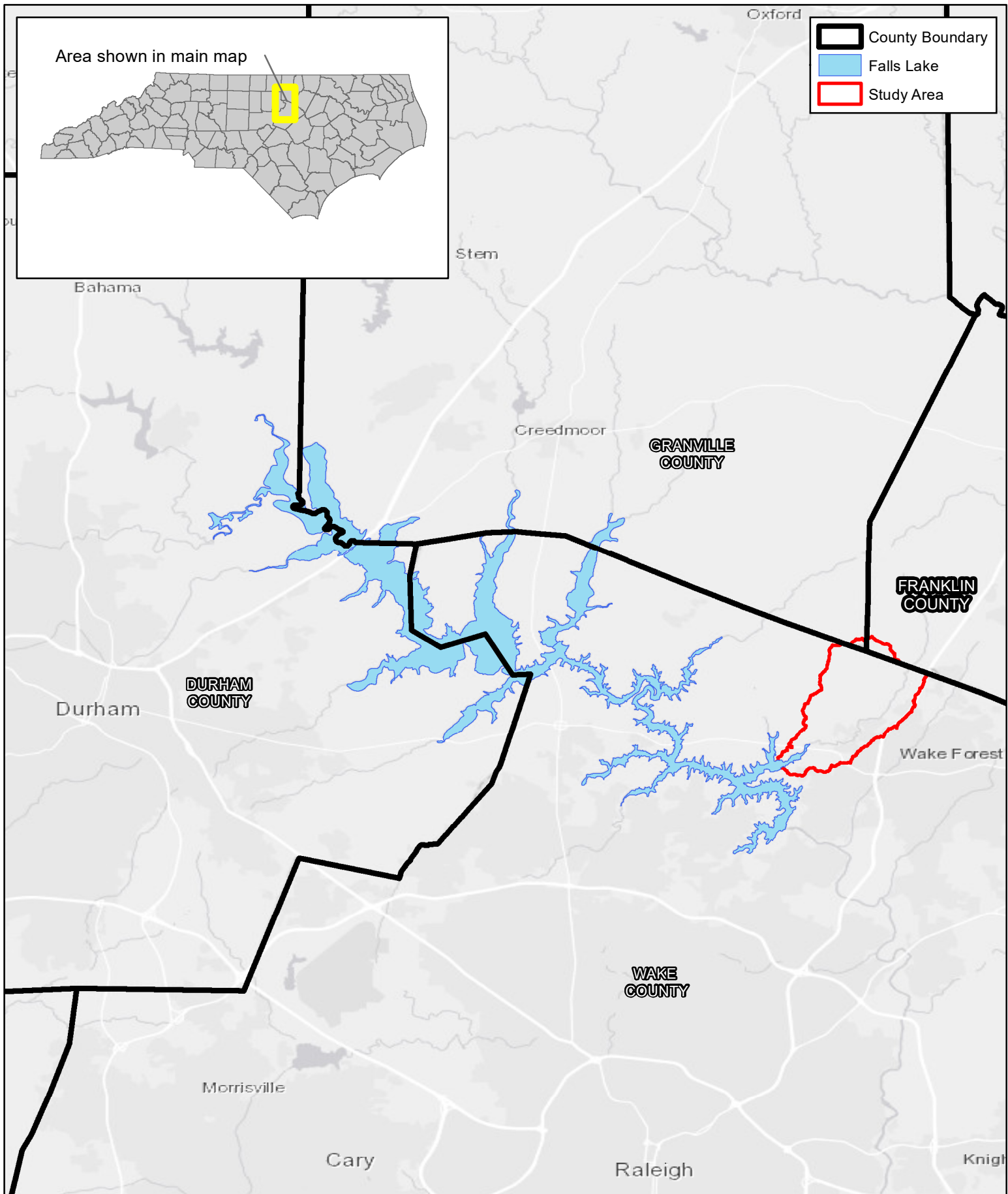
Primary Surface Water Classifications are designations applied to surface water bodies by the DEQ Division of Water Resources (DWR) to define the best uses to be protected within these waters, and as a tool that state and federal agencies can use to manage and protect all streams, rivers, lakes, and other surface waters. Supplemental classifications are sometimes added by DWR to the primary classifications to provide additional protection to waters with special uses or values. The waters within Falls Lake have been assigned a primary classification of Class C, WS-IV, and a supplementary classification of Nutrient Sensitive Waters (NSW), which is intended for waters needing additional nutrient management due to being subject to excessive growths of microscopic or macroscopic vegetation.

1.1.2 Falls Lake Nutrient Management Strategy

To address the NSW designation and improve the water quality of the Lake without discouraging development within the contributing watershed, the NC General Assembly implemented the Falls Lake Nutrient Management Strategy in 2011. Also known as the Falls Lake Rules (“Rules”), the Rules are a nutrient management strategy designed to restore water quality in the Lake by reducing the amount of pollution entering upstream.

The Rules require nutrient load reductions related to all potential sources within the watershed, including wastewater discharges, agriculture, and new and existing development. They establish nutrient loading levels from 2006 as the baseline year. Phase 1 of the Rules targets an overall 20% reduction in nitrogen and a 40% reduction in phosphorous from baseline. Phase 2 targets will eventually require a 40% reduction in nitrogen loading and a 77% reduction in phosphorous.

To help achieve these reductions, the Rules place strict requirements on new development within all areas of the watershed. The Rules also require DEQ to report on the lake’s status every five years. The most recent report was completed in 2021. It indicated that both agriculture and wastewater segments have achieved reductions greater than those required in the rules. Successful reductions allowed DEQ to



consider alternative compliance/implementation strategies to address loading from existing development.

1.1.3 UNRBA and Interim Alternative Implementation Approach

The Upper Neuse Basin Association is an association of communities in the upper Neuse River Basin. In 2018, UNRBA started working on ideas for communities to comply with the Falls Lake Rules, which will be up for re-adoption in 2025. As a result of this work, member communities developed an Interim Alternative Implementation Approach (IAIA) strategy to address NSW. The IAIA is a voluntary approach for communities to take steps to reduce nutrient loads so that additional restrictions on existing land use and new development are not put into place. Through the IAIA, member communities can demonstrate commitment to addressing NSW by implementing water quality projects in their respective portions of the Falls Lake Watershed on an annual basis. Financial commitments for each community were determined by the relative percentage of contributing area to Falls Lake that lies within jurisdictional boundaries. **Table 1** shows the TOWF annual financial commitment to funding water quality projects under the IAIA, respective to funding levels of neighboring communities.

Table 1. Local Government Financial Commitment Levels for Members that Choose to Participate in the Stage I ED IAIA

Member	Annual Funding Level	Member	Annual Funding Level
Town of Butner	\$23,393	Town of Hillsborough	\$34,221
City of Creedmoor	\$16,926	Orange County	\$161,943
City of Durham	\$337,587	Person County	\$114,394
Durham County	\$133,300	City of Raleigh	\$466,081
Franklin County	\$19,058	Wake County	\$88,968
Granville County	\$100,453	Town of Wake Forest	\$13,692
Town of Stem	\$11,605		

1.2 Watershed-Based Plan

Watershed planning is an effective method of documentation for community efforts to maintain, protect, or restore the natural resources within a watershed while also enhancing the quality of life for residents. It is in the best interest of the TOWF to have a localized water quality model that can be utilized to support a watershed plan for Horse Creek. A local model will help pinpoint potential sources of nutrients within the Horse Creek Watershed, both under current and projected future land use conditions. It can also be used to estimate the benefits of a variety of potential practices and structural control measures the TOWF could implement to reduce nutrient loads within the watershed.

The TOWF has elected to complete the Horse Creek Watershed Study (“Study”) to document existing conditions within the watershed via the results of the local watershed model, and to identify and prioritize potential activities that the Town can implement to track compliance with the Falls Lake NSW requirements, and specifically with the UNRBA’s IAIA to the NSW strategy. The results of the Study are documented within this watershed plan.

1.3 Study Goals and Objectives

The goals of the Horse Creek Watershed Study are to:

- Identify opportunities for new stormwater management practices or retrofits within the TOWF-managed portion of the Horse Creek Watershed that drains to Falls Lake.
- Identify degraded stream reaches and stream restoration opportunities within the Horse Creek Watershed.
- Provide a tool to help manage future change within the Watershed.

The Watershed Treatment Model (WTM), developed by the Center for Watershed Protection, is a relatively low-cost method that can be used to estimate pollutant loads from existing land uses. WTM requires basic land use information and calculates surface runoff loads. Pollutants modeled include total nitrogen (TN), total phosphorus (TP), total suspended solids (TSS) and fecal coliform.

The TOWF elected to use WTM for the Horse Creek Watershed Study due to the scale of the study watershed, available existing data for modeling, and the capabilities within the model to evaluate the benefits of a variety of activities to improve water quality, including implementation of Stormwater Control Measures (SCMs) and nature-based solutions such as stream restoration. The watershed and subwatershed boundaries of the individual WTMs established in the Horse Creek Watershed Study were established to coincide with the subwatershed and catchment boundaries utilized in the UNRBA WARMF model, to maintain consistency with that collaborative study sponsored by the UNRBA.

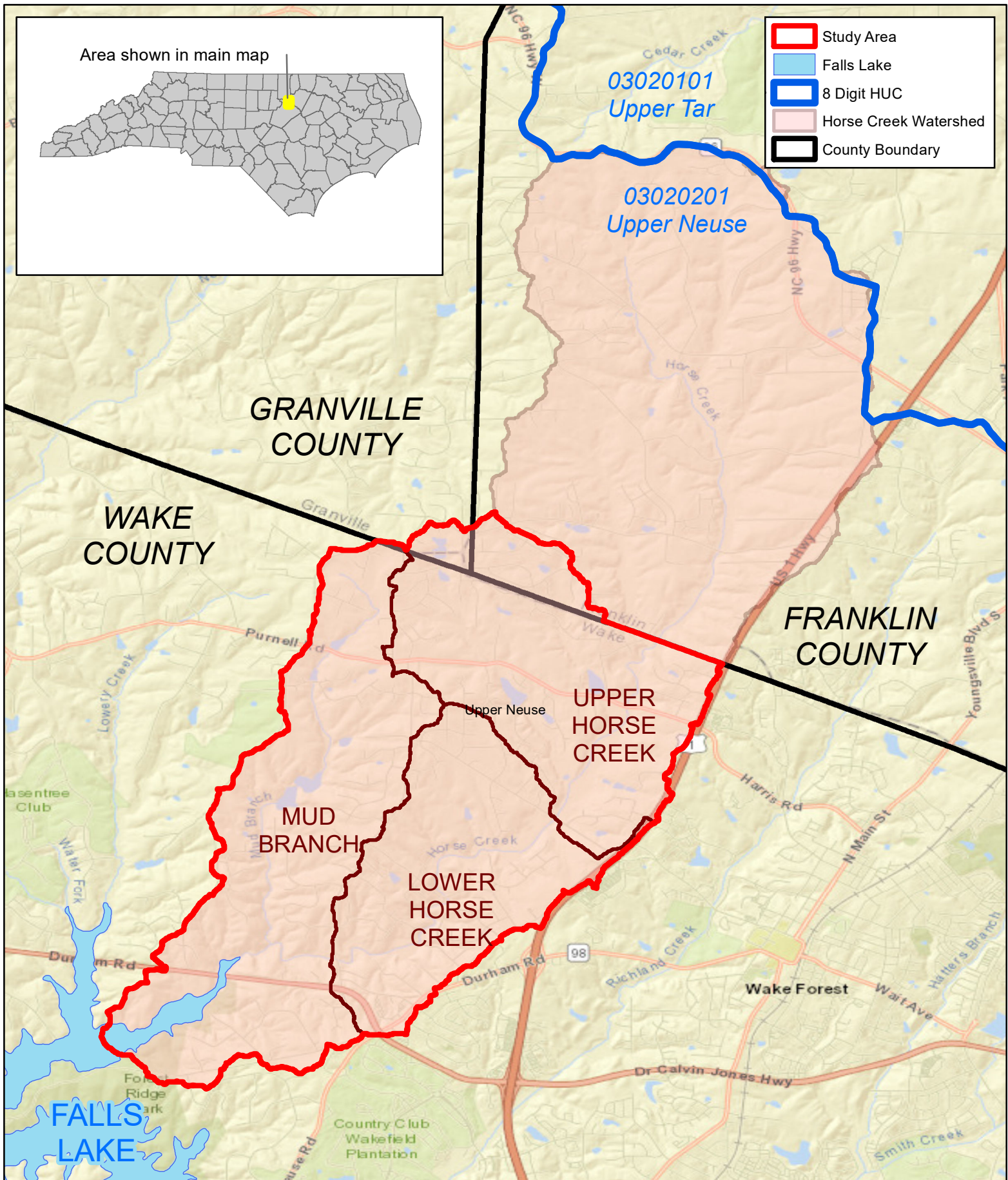
2.0 Analysis of Watershed Conditions

2.1 Location and Boundaries

The Horse Creek Watershed is located at the western edge of the TOWF, and spans the intersection of Wake County, Franklin County, and Granville County. The watershed is drained by two named tributaries, Horse Creek to the east, and Mud Branch to the west. The two tributaries join just upstream of Highway 98/Durham Road and flow south into the lower portion of Falls Lake near Forest Ridge Park.

The entire Horse Creek Watershed is 15.6 square miles (9,984 acres). This study will focus on the 8.9 square mile portion of the lower watershed that is mostly located within Wake County, referred to as the Study Area, and shown in **Figure 2**. The upper portion of the Study Area includes small areas within Franklin and Granville counties. Information and analysis in subsequent sections of this report apply to the Study Area portion of the greater Horse Creek Watershed. As such, model results will not reflect actual in-stream nutrient loading, but rather, the fraction of in-stream nutrients contributed by the portions of the watershed within the Study Area. Appendix B contains additional information on how the Study Area was determined.

To facilitate WTM analysis, the Study Area was further subdivided into three sections. The portion of Horse Creek upstream of the confluence with Mud Branch was divided into two subwatersheds, Upper Horse Creek and Lower Horse Creek. The Upper Horse Creek subwatershed begins at the northern boundary of the Study Area and extends downstream to where Horse Creek crosses Jenkins Road. The Lower Horse Creek subwatershed extends from this point downstream to the confluence with Mud Branch. A third subwatershed includes the Mud Creek drainage to the west and the portion of the Horse Creek drainage downstream of the confluence with Mud Branch. These Study Area subwatersheds are shown in **Figure 2**.



2.2 Climate

Climate influences soil formation and erosion processes, stream flow patterns, vegetation coverage, and a significant part of the geomorphology of a watershed. Precipitation not only provides water to streams and vegetation, but the intensity, frequency, and amount of rainfall can greatly influence watershed characteristics. Wake County, where the Horse Creek Watershed is located, is in the southeastern climatic region of the U.S. and has a temperate climate with a mean annual temperature of 61.5°F and a mean annual rainfall of 47.3 inches (NCEI.NOAA.gov), as summarized in **Table 2**. The mean annual rainfall is the precipitation value utilized by the WTM for the water quality analysis.

Table 2. Monthly mean climate data for Wake County, NC (Source: NOAA NOWData)

Month	Mean Temperature (F)	Mean Maximum Temperature (F)	Mean Minimum Temperature (F)	Mean Precipitation (inches)
January	41.6	51.7	31.6	3.7
February	45.2	56	34.4	3.4
March	52.3	63.8	40.9	4.3
April	61	73	49.1	3.2
May	69	80.1	58	4
June	77	87.9	66.2	4.3
July	80.4	90.7	70.1	4.6
August	79.2	89.1	69.3	4.6
September	72.8	82.8	62.9	4.6
October	62.1	73.3	51	3.8
November	51.6	63.3	39.9	3.2
December	44.9	55.1	34.7	3.6
Annual	61.5	72.3	50.7	47.3

2.3 Physiography and Land Use

The Horse Creek Watershed and the TOWF are in the Piedmont physiographic province, an area in the geographic center of North Carolina that is characterized by gently rolling, well-rounded hills and long, low ridges with a few hundred feet of elevation difference between the hills and the valleys. Specifically, the watershed lies in the Northern Outer Piedmont level IV ecoregion, an area of dissected irregular plains with low rounded hills. Within the Northern Outer Piedmont, potential natural vegetation includes mixed oak forest or oak-hickory-pine forest, comprised mainly of white oak (*Quercus alba*), southern red oak (*Quercus falcata*), black oak (*Quercus velutina*), mockernut and pignut hickories (*Carya tomentosa* and *Carya glabra*), with some shortleaf pine (*Pinus echinata*) and loblolly pine (*Pinus taeda*) (Griffith et al). The average elevation within the Horse Creek watershed is 416 feet, with a range from 251 feet at the average water surface level of Falls Lake, to 555 feet. The higher areas are generally located along the eastern and western watershed boundaries in the northern area of the watershed.

Land use within the Study Area may be characterized as low-to-medium density development within the eastern half of the watershed, with areas of mixed forest dispersed with more rural development in the

western half of the watershed (**Figure 3**). Most of the land within the Study Area is privately owned. There are no large areas of agricultural or livestock production. **Table 3** details land use classes within each subwatershed.

Table 3. Study Area Land Cover Data

Category	Upper Horse Creek	Lower Horse Creek	Mud Branch
Residential - LDR (<1 du/acre)	14%	13%	8%
Residential - MDR (1-4 du/acre)	2%	4%	1%
Residential - HDR (>4 du/acre)	<1%	1%	<1%
Commercial	34%	25%	16%
Roadway	0%	<1%	<1%
Forest	45%	50%	61%
Rural	4%	6%	10%
Open Water	1%	<1%	4%

2.4 Surface Water Resources

Northern Outer Piedmont streams tend to have low to moderate gradient, with beds comprised mostly of cobble, gravel, and sandy substrates (Griffith et al).

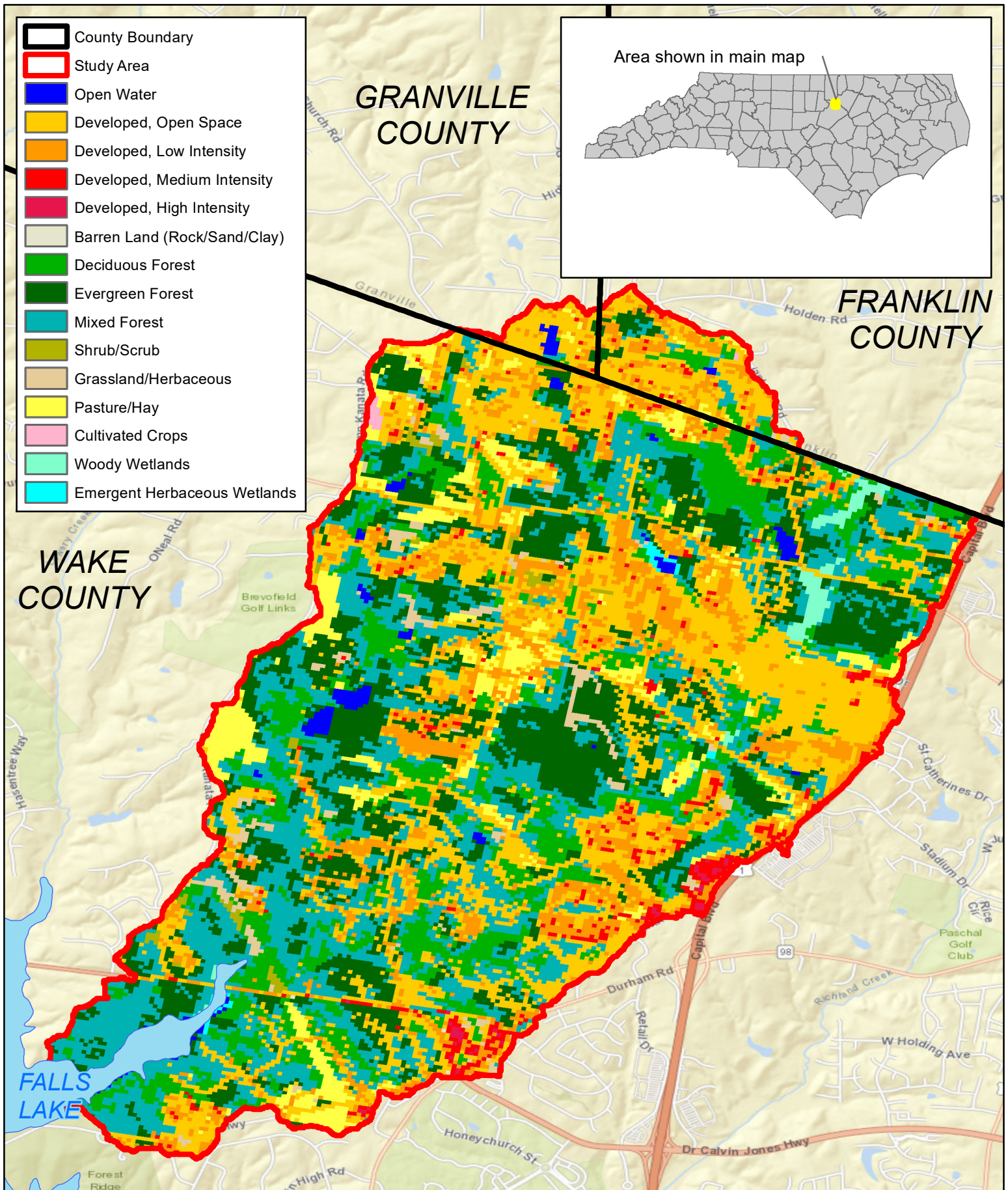
NCDOT ATLAS stream and waterbody data were used to spatially represent surface water features within the Study Area (**Figure 4**). This dataset was developed by the North Carolina Department of Transportation and is described in **Appendix A**. Horse Creek, the largest stream within the Study Area, is an 5th order stream where it flows into Falls Lake. One other named stream, Mud Branch, drains the western portion of the Study Area and flows into Horse Creek just upstream of where it enters Falls Lake. **Table 4** details the miles of stream within the Study Area.

The largest waterbody in the Study Area is Falls Lake. There are several other small impoundments within the study area, which can generally be classified as either small farm ponds, flood control ponds, or amenity/water quality ponds (for stormwater management) within subdivisions. Most occur along upper first- and second-order unnamed tributaries; however, several ponds are also located on the main stem of Mud Branch. The two largest ponds occur just upstream of Purnell Road, on an unnamed Tributary to Horse Creek, and south of Purnell Road, along Fairlake Drive on a separate unnamed tributary to Horse Creek.

Table 4. Study Area Streams

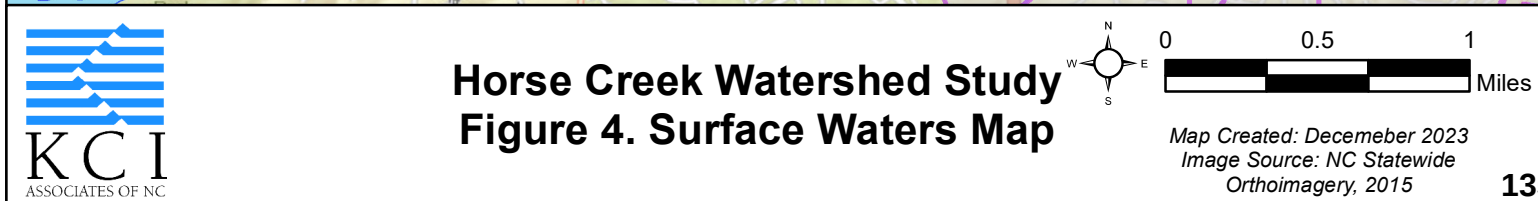
Stream Name	Length (miles)
Horse Creek and Tributaries	30.02
Mud Branch and Tributaries	10.73
Unnamed Tributaries to Falls Lake	2.58

There are few areas of intact and contiguous wetlands within the Study Area. The largest areas are within the floodplain of Horse Creek, particularly upstream of Purnell Road. These areas can be seen on **Figure 3**.



Horse Creek Watershed Study
Figure 3. Land Cover Map

Map Created: Decemeber 2023
 Image Source: NC Statewide
 Orthoimagery, 2015



2.5 Geology and Soils

Wake County lies within the Raleigh belt, a geologic region primarily composed of granite, gneiss, and schist. The eastern portion of the Horse Creek falls within the Crabtree terrane, and the western portion lies within the Falls Lake terrane. Terranes are crust fragments formed on a tectonic plate and accreted or "sutured" to crust lying on another plate. The crustal block or fragment preserves its distinctive geologic history, which is different from the surrounding areas. In general, the Crabtree terrane contains more foliated metamorphosed rocks such as gneiss, and the Falls Lake terrain contains more schist. Both geologic formations erode to form soils with sandy clay interspersed with sandy saprolite and rock outcrops.

Soils within the Study Area are predominantly Chewacla and Wehadkee loam within the Upper and Lower Horse Creek subwatersheds, and Pacolet Sandy Loam in the Mud Branch subwatershed. Chewacla and Wehadkee loams are somewhat poorly to poorly drained soils typically found within alluvial floodplains of the Piedmont. Pacolet soils tend to be well drained and are more typical of forested pine and mixed hardwood hillslopes.

WTM utilizes the Hydrologic Group soil classification to assign infiltration potential and runoff properties in its calculations. Soils within the Study Area are distributed by hydrologic group as shown in **Table 5**.

Table 5. Soil Hydrologic Groups within Study Area subwatersheds

Hydrologic Soil Group	Upper Horse Creek	Lower Horse Creek	Mud Branch
Group A: Soils having a high infiltration rate (or low runoff potential) when thoroughly wet. These consist mainly of deep, well-drained sands or gravelly sands. These soils have a high rate of water transmission.	46%	50%	40%
Group B: Soils having a moderate infiltration rate when thoroughly wet	36%	35%	48%
Group C: Soils having a slow infiltration rate when thoroughly wet. These soils typically have a layer that impedes the downward movement of water.	1%	<1%	1%
Group D: Soils that have a very slow infiltration rate (or high runoff potential) when thoroughly wet. Generally, these are soils that have a clay layer at or near the surface; soils that have a high water table; and/or soils that are shallow over nearly impervious material.	14%	11%	7%

2.6 Political Jurisdictions / Relevant Authorities

The Study Area contains land within the limits of the TOWF, as well as land in unincorporated areas of Wake, Franklin, and Granville Counties.

Several areas within the Study Area that are surrounded by areas of incorporated Wake Forest, but which are technically outside the current jurisdictional town limits, are governed by the Town through the establishment of an Extra-Territorial Jurisdiction (ETJ) agreement between the TOWF and Wake County.

These ETJ areas enable the Town to better ensure that development patterns and associated infrastructure will allow the efficient provision of urban services as the Town grows into that area.

2.7 Growth and Development Patterns

Land cover indicates the physical land type, such as forest or open water. Land use describes how people are managing the landscape, such as for development or conservation. Different types of land cover can be managed or used differently, such as rural versus residential areas. For the purposes of the Horse Creek Watershed Study, the project team evaluated both current and future land use.

All properties located within the Wake Forest Town Limits or ETJ are subject to the requirements of a specified zoning district and associated zoning and building regulations. Wake County also has a Unified Development Ordinance (UDO) to guide development in areas outside of the jurisdiction of municipalities. The County is in the process of implementing a new intentional growth framework called PLANWake, which was adopted in 2021, and is intended to guide growth for the next 10 years. PLANWake specifies minimum standards for development within unincorporated areas and may outline a plan to transition county jurisdiction to municipal jurisdiction in the future within areas experiencing rapid growth. Granville and Franklin Counties also have their own development guidance.

Zoning and development guidelines from the four governmental units within the study area were used to determine the area of land eligible for development under maximum buildout conditions within each subwatershed, as documented in **Appendix A. Table 6** documents the acres of land in each subwatershed that were found to be eligible to be developed and modeled as such under the Future Conditions modeling scenario. By virtue of this process, parcels of land that were not currently developed to the maximum built-upon density were simulated at the maximum developed density under Future Conditions.

Table 6. Acres of Land for Future Development

Category	Upper Horse Creek	Lower Horse Creek	Mud Branch
	Additional Development (acres)		
Residential - LDR (<1 du/acre)	-	22.94	55.53
Residential - MDR (1-4 du/acre)	238.00	113.81	573.04
Residential - HDR (>4 du/acre)	198.19	65.56	-
Multifamily	4.88	-	-
Commercial	-	74.12	2.00

2.8 MS4 and Stormwater

The National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Program is mandated under the federal Clean Water Act. In North Carolina, the EPA has delegated MS4 Program oversight to DEQ. The TOWF is a 2000 census designee. As such, the US Environmental Protection Agency designated the Town for inclusion in the Phase II stormwater program because its municipal boundary intersects a US Census-defined Urbanized Area. As a NPDES community, the Town is required to follow the six minimum control measures (MCM's) established by the EPA:

- 1) Public Education and Outreach;
- 2) Public Participation/Involvement;

- 3) Illicit Discharge Detection and Elimination;
- 4) Construction Site Runoff Control;
- 5) Post Construction Runoff Control; and
- 6) Pollution Prevention/Good Housekeeping.

The Town of Wake Forest utilizes the NCDEQ Stormwater Design Manual for design criteria regarding Phase II stormwater regulations. The Town's Unified Development Ordinance (Chapter 12) and Manual Specifications, Standards & Design (Chapter 2) detail stormwater design requirements for new development within the municipal boundaries and ETJs.

The NPDES Phase II requirements ensure that all SCMs have an associated Operations and Maintenance Agreement. This agreement requires the SCMs to be inspected annually to make sure they are functioning properly to prevent flooding and keep our waterways clean. The Town requires owners of SCMs to submit their annual inspection reports completed by a qualified inspector to the Stormwater Engineer and should have a record for the past 5 years of inspection, maintenance, and repairs available for the Town.

2.9 Sanitary Sewer Providers

The City of Raleigh provides sanitary sewer service to a portion of the Study Area, including the Kensington Manor, Prestwicke, Riverstone, and St. Ives neighborhoods along Jenkins Road. Most parcels in the Study Area, including those outside areas with existing sewer service, were assumed to be on septic systems. Appendix A details the methodology used to determine the waste disposal service associated with each parcel.

2.10 Recreational Uses

As mentioned in Section 2.3, much of the land within the Study Area is privately owned. Access to Falls Lake provides the dominant recreational uses within the Study Area. A portion of Forest Ridge Park, owned by Wake County, falls within the lower portion of the Study Area, adjacent to the Lake. A former golf course, located adjacent to Horse Creek off Club Villas Drive, ceased operation in the early 2000s. While the site is privately owned and has not been redeveloped, there is a conservation easement associated with a compensatory mitigation stream site, which is administered by NCDEQ, along Horse Creek within the former golf course property. YMCA Camp Kanata, which serves as a regional destination for YMCA youth activities and summer camps, is also located along the western edge of the Study Area.

2.11 Stakeholder Input

To better capture the full spectrum of watershed issues, and to tailor solutions to address those issues, the TOWF conducted several community outreach efforts in conjunction with the Horse Creek Watershed Study. The Town created a public-facing website that detailed the purpose and goals of the Study. The website featured a link to an online survey, where community members could provide the location and details of potential



Erosion at dam in the Fairlake neighborhood, identified as a stakeholder concern.

water quality and quantity issues, such as flooding, erosion, and potential sources of nutrients and contaminants. The survey also collected information on stakeholder preferences and priorities.

The Town also held an online community meeting, where stakeholders could ask questions about the purpose and goals of the study, contribute ideas for water quality needs and improvements, and make comments about other watershed issues. A detailed summary of priorities that were identified for the watershed by stakeholders, as well as potential sources of nutrient and sediment inputs identified by stakeholders, are included in **Appendix C**.

3.0 Watershed Treatment Model Results

This section contains a summary of the modeling results for the Horse Creek Watershed Study. For a full description of data sources and methods, see **Appendix A**.

3.1 Existing Conditions

WTM models were produced to simulate loading estimates (total nitrogen, total phosphorous, Total Suspended Solids (TSS, a proxy for sediment), and Fecal Coliform bacteria (FC) for each of the three subwatersheds of the Study Area under the current land use and BMP conditions. **Table 7** details the existing loads and loads per acre computed by WTM for the three subwatersheds, as well as the total loads delivered to Falls Lake from the Study Area portion of the Horse Creek watershed. While it is recognized by the study team that nutrient loading is the primary focus of this watershed plan, the loading numbers for TSS and FC are provided for the benefit of readers and decision makers because WTM provides those load estimates with no additional effort once all the model inputs are in place.

Table 7. Existing Conditions Nutrient, Sediment, and Bacteria Loads

Subwatershed	Upper Horse Creek	Lower Horse Creek	Mud Branch	Total Study Area
TN (lb/year)	10,950	7,189	9,125	27,264
TN (lb/yr/acre)	6.0	4.9	3.8	4.8
TP (lb/yr)	1,496	1,010	1,020	3,525
TP (lb/yr/acre)	0.8	0.7	0.4	0.6
TSS (lb/yr)	530,858	372,992	533,535	1,437,385
TSS (lb/yr/acre)	290.8	253.6	223.0	252.7
FC (bil/yr)	366,642	236,286	150,093	753,020
FC (bil/yr/acre)	200.8	160.6	62.8	132.4

Upper Horse Creek contributes the largest portion of existing nutrient loads from the Study Area and contributes the largest load per acre of TSS. All three subwatersheds currently contribute loads that exceed the Falls Lake nutrient load limits for new development, which are 2.2 lb/acre/year of total nitrogen, and 0.33 lb/acre/year of total phosphorous. However, these numbers need to be viewed within the context of the capabilities of the WTM modeling framework. WTM results have errors associated with them and should not be taken as a prediction of the quantified actual pollutant loads from the watershed. Reliable predictions of actual pollutant loads would require a calibrated watershed model, which would be a much more expensive and time-consuming endeavor. WTM is an un-calibrated steady-state model

that allows the user(s) to compare the relative benefits of various management options and pollutant control measures to optimize management strategies going forward. These results should be taken merely as a statement that opportunities for pollutant load reductions exist in this watershed.

3.2 Future Conditions

Future development conditions, assuming buildout according to current zoning with adherence to existing load limits for new development, were also modeled in WTM. More specifically, when areas of new development were implemented within WTM, the appropriate stormwater SCMs were also input in conjunction with those new developed lands according to the requirements of the jurisdiction in which they were located. A detailed description of the WTM methodology associated with the future conditions scenario for the three study subwatersheds is detailed in Appendix B. Results of the future conditions model are detailed in **Table 8**.

Table 8. Predicted Loading under Future Conditions

Subwatershed	Upper Horse Creek	Lower Horse Creek	Mud Branch	Total Study Area
TN (lb/year)	13,628	9,012	13,077	27,544
TN (lb/yr/acre)	7.5	6.1	5.5	4.8
TP (lb/yr)	2,070	1,300	1,863	3,122
TP (lb/yr/acre)	1.1	1	1	1
TSS (lb/yr)	629,009	455,409	639,515	1,719,318
TSS (lb/yr/acre)	344.6	309.6	267.4	302.2
Fecal Coliform (bil/yr)	450,987	301,103	265,544	1,017,634
FC (bil/yr/acre)	247.0	204.7	111.0	178.9

Notably, the future conditions model predicts that all three subwatersheds will continue to produce nutrient loads that exceed NSW loading limits, even with the implementation of BMPs associated with new development under the Falls Lake Rules. Additionally, sediment and bacteria loading are predicted to increase for all three subwatersheds.

3.3 Retrofit Scenarios

Methods for locating potential new and retrofit structural stormwater, stream restoration, and riparian buffer restoration opportunities within the Study Area are described in **Appendix A**.

The retrofit modeling scenario applies all the new structural stormwater measures, improvements to existing BMPs, and stream/buffer projects that were identified within the Study Area to the Existing Conditions scenario, to predict the potential loading reductions achieved from within existing developed areas.

Table 9. Existing Conditions with Proposed New Projects

Subwatershed	Upper Horse Creek	Lower Horse Creek	Mud Branch	Total Study Area
TN (lb/year)	9,832	6,715	9,109	26,631
TN (lb/yr/acre)	5.4	4.6	3.8	4.7
TP (lb/yr)	1,222	936	1,017	3,427
TP (lb/yr/acre)	0.7	0.6	0.4	0.6
TSS (lb/yr)	527,450	364,947	533,240	1,426,185
TSS (lb/yr/acre)	288.9	248.1	222.9	250.7
Fecal Coliform (bil/yr)	361,776	219,772	149,485	731,033
FC (bil/yr/acre)	198.2	149.4	62.5	128.5

Only one proposed project is in the Mud Branch subwatershed. As such, the Existing Conditions with retrofits model reflects limited change in loading values for Mud Branch. Minimal reductions in nutrient, sediment, and bacteria loading were achievable through implementation of multiple projects identified in the Upper and Lower Horse Creek subwatersheds. These potential projects are detailed in Section 4.

4.0 Implementation Plan

4.1 Strategies to Address Nonpoint Sources of Nutrient Pollution

Opportunities for the retrofit (improvement) of existing structural stormwater best management practices (BMPs) within the watershed were evaluated using methodologies detailed in **Appendix A**. In addition, suitable opportunities to implement new BMPs and potential stream and buffer restoration projects were also identified through a combination of desktop and field evaluations. Due to the relatively small size of the study area watershed, it was necessary to identify project opportunities both within and beyond the Town's limits. **Figure 5** shows the locations of the 19 BMPs identified within the Study Area. **Table 10** lists the number and types of strategies identified within each Study Area subwatershed. Two tables in **Appendix B** present all the proposed projects along with key details regarding their projected performance and potential implementation. Project opportunities located within the Town's jurisdiction are presented in Table 2a and project opportunities located beyond the Town's jurisdiction are presented in Table 2b. Two potential improvements to existing stormwater structures were identified; the remaining strategies are new opportunities for BMPs or stream restoration projects.

While some projects are located outside the Town's jurisdiction, it should be noted that the IAIA includes detailed provisions for implementation of projects in partnership with other jurisdictions (such as surrounding counties, other municipalities, and soil & water conservation districts) as well as provisions for implementation in partnership with other third-party entities. At the most basic level, to receive credit toward a participating jurisdiction's spending commitment, the project need only be located, and result in water quality improvement, specifically nutrient pollutant load reduction, in the Falls Lake Watershed.

In support of this watershed plan, the UNRBA provided numerous successful examples of implementation of collaborative projects which have been approved for compliance with the IAIA Strategy (personal communication, Alix Matos), and those examples are shown in the large table in **Appendix D**. The table provides details on the 24 collaborative projects that were submitted and approved for IAIA compliance

in just the second year of the program (FY2023). The examples demonstrate a wide array of project types, including those that were developed and implemented through partnerships between two or more UNRBA member governments, and between UNRBA member governments and third-party collaborators, as well as some examples of projects with numerous partners representing member governments and third parties. The projects also include examples where member governments were funding and implementing projects both within and beyond their jurisdictional boundaries.

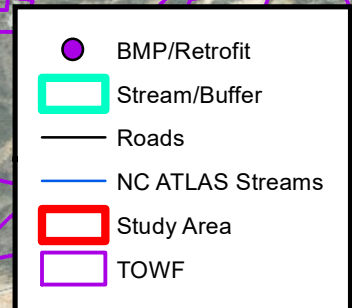
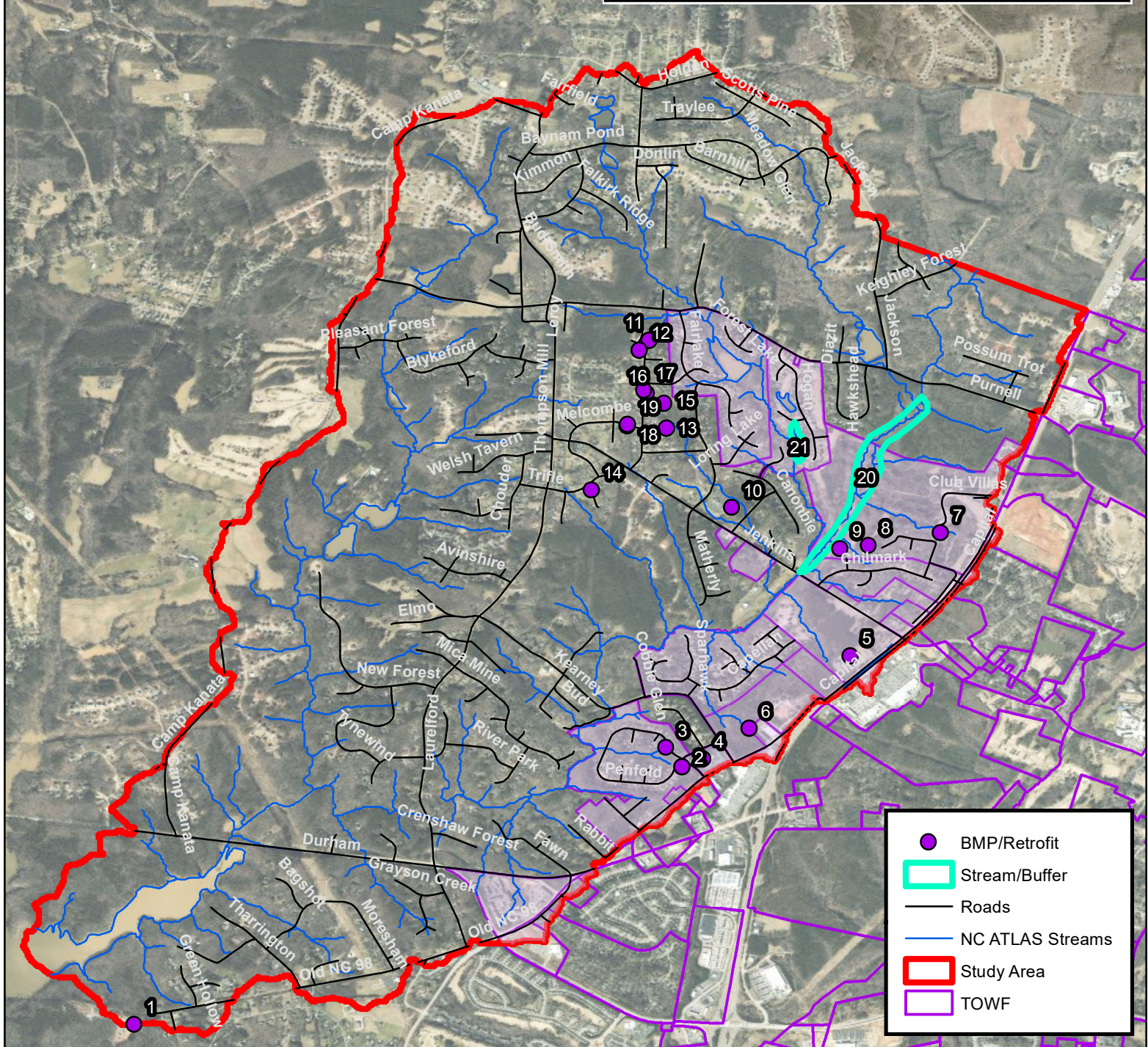
Implementation guidance set forth in the IAIA strategy documents stipulates that any Memorandums of Understanding (MOU), or other such agreements, which are necessary to facilitate collaborative project efforts must be developed by the participating member governments or collaborating partners themselves. An MOU developed in conjunction with a successful project submitted for compliance in FY2023 is also provided in Appendix D in order to illustrate the key points and provisions that the Town may wish to incorporate in any such agreement for a collaborative project implemented from this watershed plan. The project involved integration of green stormwater infrastructure in conjunction with the revitalization of the Odie Street community on the west side of Hillsborough in a partnership between the Town, Piedmont Conservation Council, and Habitat for Humanity.

Table 10. Strategies to Address Nonpoint Sources of Nutrient Pollution

BMP Type		Upper Horse Creek	Lower Horse Creek	Mud Branch
New BMPs	Biofiltration Conveyance	1	1	-
	Bioretention cell	5	3	1
	Bioswale	2	-	-
	Bioswale with check dams	1	1	-
BMP improvements	Bioretention cell	-	1	-
	Bioswale into bioretention cell treatment train	-	1	-
Stream Restoration		2	-	-
Total		11	7	1

FID	Type
1	Bioretention Cell @ Forest Ridge Park
2	Pot. BMP/Wetland/Bioretention @ Prestwickle HOA prop.
3	BFC @ Prestwicke stream
4	Pot. Bioretention cells/Bioswales @ PD building
5	Bioretention cell/Bioswales @ WF Preb. Church
6	Redo BMP @ Clarion Hotel
7	BFC/Wetland/Bioretention @ CC Dr.
8	SW Wetland or Bioretention Cell @ CC Dr.
9	SW Wetland or Bioretention Cell @ Middlestone Dr.
10	SW Wetland or Bioretention Cell @ Mormon Church

FID	Type
11	Bioretention Cell
12	BFC
13	Bioswale with check dams @ End of Melcombe Way cul de sac
14	Bioswale with check dams @ Micklewaithe Ct.
15	Bioretention Cell @ Alveston Circle
16	Bioretention Cell off of Kensington Manor Lane
17	Bioswale off of Kensington Manor Lane
18	Bioswale on Melcombe Way Road
19	Bioswale on Melcombe Way Road
20	Stream Restoration @ CC
21	Buffer Restoration on Hogan Creek



The potential for nutrient reduction associated with all identified strategies for each subwatershed is detailed in Section 3.3. Each opportunity was also evaluated separately for its individual contribution to subwatershed nutrient reduction using WTM. The magnitude of potential nutrient reduction associated with each structural stormwater practice was used to rank and prioritize strategies for implementation, as discussed in Section 4.2.

Two potential opportunities for stream restoration were identified within the Upper Horse Creek subwatershed. One site is within the former Wake Forest Country Club property, and the other is along an unnamed tributary to Horse Creek along Hogan Drive within the Country Club Downs subdivision. WTM does not consider stream restoration as an urban BMP, and thus does not have mechanisms to estimate the uplift associated with this practice. Methods to estimate the potential nutrient reductions associated with these stream restoration projects were calculated per Doll et al (2018) and are documented in **Appendix B**.

During the 2023 public meeting, two sources of potential water quality impairments within the watershed received multiple comments from stakeholders. The first was the former Wake Forest Country Club golf course property; the second was erosion near a dam in the Fairlake neighborhood. As mentioned above, a stream restoration opportunity was identified within the Wake Forest Country Club property as a result of this watershed study. This project was evaluated and ranked alongside the other potential projects. More information on the project, including potential nutrient reductions, site history, and project constraints, is available in **Appendix B**.

The second opportunity identified through public outreach, at the Fairlake Dam (also known as Lewis Dam), involves a multifaceted set of issues on land owned by private landowners and under the legal jurisdiction of a private homeowners association, including structural issues with the dam and spillway that resulted from storm damage in 2017. In 2018, homeowners within the neighborhood commissioned a separate focused analysis that yielded a complete set of recommended actions to repair issues at the Fairlake Dam. Detailed assessment of the current sediment and nutrient storage provided by the lake, and analysis of how a repair could impact nutrient loading to Falls Lake, is outside the scope of this watershed study. If interested parties choose to pursue funding to repair the dam, an analysis of how the repair could affect nutrient loading is recommended in order to assess potential applicability of IAIA funding toward this project.

4.2 Implementation Priorities

Potential projects were assigned additional criteria to facilitate ranking and prioritization. Prioritization metrics are summarized in Table 11. Each project was assigned values on an 0-1 scale for each ranking metric, with 0 being least desirable and 1 being most desirable. Methodologies associated with the determination of each metric, along with a table of values for each metric for each project, are detailed in **Appendix C**. Opportunities were ranked using two methods: 1) Cost-effectiveness defined as cost of implementation per pound of nitrogen reduction, and 2) The sum of the community acceptance and feasibility scores.

The top five ranking opportunities according to cost per pound of nitrogen reduction are:

- 1) Clarion Point Hotel Bioretention Cell Retrofit (\$6,707/lb N/year)
- 2) Kensington Manor Place BFC (\$9,448/lb N/year)
- 3) Penfold Lane BFC (\$9,569/lb N/year)

- 4) Wellons, Inc. Bioretention Cell (\$10,092/lb N/year)
- 5) Preswicke Property Owners Association Bioretention Cell (\$10,219/lb N/year)

The highest possible value for the sum of the community acceptance and feasibility scores was 2; the following five opportunities received this top score:

- 1) Clarion Point Hotel Bioretention Cell Retrofit
- 2) The Church of Jesus Christ of Latter-day Saints Bioretention Cell
- 3) Wake Forest Presbyterian Bioswale into a Retrofit Bioretention Cell
- 4) Forest Ridge Park Bioretention Cell
- 5) Micklewaithe Court Bioswale with Check Dams

The Clarion Point Hotel opportunity is in the Lower Horse Creek subwatershed. There is an existing dry detention basin adjacent to the parking lot in the rear side of the hotel property, which appears to be maintenance-neglected. The proposed retrofit project would improve the current structure by capturing additional drainage area and treating additional runoff appropriately. This project also happens to have the lowest overall cost of all the projects proposed in this study. However, it is acknowledged that investing public money to improve the function of a required private stormwater SCM may be setting a difficult precedent.



Dry detention basin at the Clarion Point Hotel

4.3 Community Engagement

BMPs are easiest to implement on public land. However, the Horse Creek Watershed Study Area encompasses a small watershed where nearly all the land is privately owned. It will be necessary to cultivate partnerships with private landowners to facilitate implementation of priorities identified within this study. The TOWF should prioritize efforts to reach out to individual private landowners who own properties identified in this study as being suitable sites for potential BMP retrofits. Engagement with existing neighborhood associations or homeowners' associations (HOAs) could also benefit future efforts to address nutrient loading. In particular, the Kensington subdivision is identified as having potential for multiple new BMPs and/or BMP retrofits, mainly due to the age of the development, in that it was developed during a period when stormwater management requirements were not as rigorous as those in the current day.

4.4 Schedules, Milestones, and Measures of Success

The TOWF is committed to spend \$13,692 annually toward implementing NSW goals as a condition of the UNRBA IAIA (**Table 1**). As such, the Town has flexibility regarding the implementation of recommendations of this study. The Town may choose to implement the most feasible opportunities, or opportunities that are most cost effective with respect to nitrogen reduction. Project phasing could potentially be utilized as

an approach to allow individual projects to address multiple years of funding – for example, design and permitting could apply to one year, construction the next, and maintenance to a future year.

5.0 Recommendations

Just as with the overarching Falls Lake NSW Strategy, this watershed management plan should be viewed and utilized within a context of adaptive management. The Falls Lake Rules require that DEQ report on the condition of the Lake and any improvements or declines in water quality every five years. These reports may lead to adaptive adjustments in the overall NSW Strategy and the IAIA. By the same token, as the regular reports and other new information and technologies emerge, the TOWF should update this watershed plan and revisit the management options and priorities set forth herein every five years.

Retrofitting new BMPs to already-built landscapes is a challenging and sometimes expensive undertaking. Retrofitting within the study area watershed is particularly challenging in that almost the entirety of the watershed land area is under private ownership, whereas lands that are already under public ownership are typically the easiest on which to implement such retrofits. In addition, the vast majority of land developed in the watershed is developed in single-family housing, which makes for limited spaces for new BMPs to be implemented (in comparison to places like schools and public parks, which often have significant open spaces and make for excellent partners in such endeavors).

The team that developed this watershed plan identified as many retrofit opportunities as possible within the timeframe and resources allotted, but this plan should not be taken as the final enumeration of such opportunities. The search for viable BMP retrofit opportunities should be an ongoing effort within the cycle of adaptive management and updates to this plan. In addition, one of the most important keys to the successful implementation of this Plan will be the ongoing outreach to and communication with the private landowners where possible retrofit opportunities exist to cultivate their willingness to partner with the Town in this endeavor. To ensure successful and ongoing implementation, the TOWF will need to devote time and resources to this element of the overall effort.

Lastly, one of the key strengths of WTM is that once all the input data is assembled and the model(s) is properly built, exercises such as updating land uses to account for changing conditions and/or inputting new BMPs are relatively simple. With minimal training Town Staff could readily take full ownership of the model and have a readily adaptable tool for use within the adaptive management cycle to test new retrofit opportunities and “what if” management scenarios. As such, the WTM that support this Plan will be a great tool to track and optimize the Town’s compliance with the IAIA going forward.

6.0 References

Caraco, D. 2013. Watershed Treatment Model (WTM) 2013 Documentation. Center for Watershed Protection, Ellicott City, MD.

Doll, B., Johnson, J., Page, J., and Line, D., 2018. Evaluation of Nutrient Reduction Crediting Strategies for Stream Restoration. EPA 319 Grant Sponsored by the North Carolina Division of Water Resources.

Griffith, G.E, Omernik, J.M., Comstock, J.A., Schafale, M.P., McNab, W.H., Lenat, D.R., and MacPherson, T.F., 2002. Ecoregions of North Carolina, U.S. Environmental Protection Agency, Corvallis, OR.

Town of Wake Forest Unified Development Ordinance. Adopted July 16, 2013, Amended July 19, 2022. Accessed online at: <https://online.flippingbook.com/view/703728449/>

Upper Neuse River Basin Association, 2022. Final Program Document: Stage I Existing Development (ED) Interim Alternative Implementation Approach (IAIA). Submitted for review and approval to: North Carolina Division of Water Resources and the North Carolina Environmental Management Commission. Accessed online at: <https://unrba.org/sites/default/files/UNRBA%20IAIA%20Program%20Document,Approved%20March%202022.pdf>

Appendix A – WTM Model Methodology

Appendix B – Implementation Plan Methodology

Appendix C – Survey of Stakeholder Priorities

Appendix D – Implementation Support Materials

Appendix A: Horse Creek WTM Methodology

Sources and Existing Conditions in Watershed Treatment Model (WTM)

KCI selected the Watershed Treatment Model (WTM) from the Center for Watershed Protection to create water quality models for the Horse Creek Watershed study area to determine baseline nitrogen and phosphorus loads for three separate conditions: 1) existing land use conditions and mean annual precipitation with existing BMPs (best management practices); 2) future land use, incorporating future growth, and incorporating future BMPs that are currently required by Wake County zoning codes that apply to the Falls Lake watershed; and 3) existing conditions with retrofit scenarios, in which the BMPs available within the WTM framework were applied to existing developed areas to reduce pollutant loads below current existing conditions. Individual WTM runs were developed for each of three delineated sub-watersheds. These sub-watersheds subdivide the Horse Creek watershed study area to best match the catchments utilized in the WARMF model recently developed for the entire Falls Lake watershed on behalf of the Upper Neuse Basin Association to support re-examination of the nutrient management strategy for the lake. Close approximation of the WARMF catchments will better allow for future comparison of the pollutant load predictions from the separate modeling platforms.

WTM is a steady state spreadsheet modeling tool best utilized for the rapid assessment and quantification various watershed treatment options and management measures. While this study is focused primarily on nutrient loading and protecting and improving water quality in Fall Lake, it should be noted that WTM estimates pollutant loads for sediment, nitrogen, phosphorus, bacteria, and runoff volume. WTM calculates pollutant loading on an annual basis and will not simulate seasonal loads or the short-term variability of pollutant loads due to shorter periods of climate variability. The Pollutant Sources component of WTM estimates the load from a watershed without treatment measures in place. The Treatment Options component estimates the reduction in this uncontrolled load from a wide suite of treatment measures (structural and non-structural) for both existing and future conditions. Finally, the Future Growth component allows the user to account for future development in the watershed, assuming a given level of treatment for that development (Caraco, 2013).

Pollutant sources were modeled in the three unique watershed WTM scenarios by inputting information on the existing (or future) land use conditions, streams, annual rainfall, soils, riparian buffer conditions, sanitary sewer system lengths, and on-site septic systems. Point sources (wastewater treatment plant discharges), nutrient concentration in stream channels, combined sewer overflows, illicit connections, marina runoff, and road sanding were not considered in the models because none of these potential pollutant sources are applicable within the Horse Creek watershed. Existing stormwater management practices (structural and non-structural) and riparian buffers were included in the existing conditions models. The WTM model accounts non-structural management practices such as pet waste education programs, erosion and sediment control, street sweeping, catch basin cleanouts, and marina pump outs. However, these management practices were not accounted for in the WTMs that were built for this project, as no such measures have been applied within the watershed.

The following sections describe the data sources and pre-processing steps that were utilized to develop the Existing, Existing with Retrofits, and Future Conditions models.

Existing Land Use

Land use data was downloaded from the 2019 National Land Cover Dataset (Dewitz, J., and U.S. Geological Survey, 2021, National Land Cover Database (NLCD) 2019 Products (ver. 2.0, June 2021): U.S. Geological Survey data release, <https://doi.org/10.5066/P9KZCM54>) and was then clipped to each of the sub watersheds within Horse Creek. NLCD land use types were mapped to the 11 different land use categories recognized in WTM according to the table below. The NLCD code of 11 was associated to the WTM category of Open Water. The NLCD code of 21 was associated to the WTM category of Commercial. The NLCD code of 22 was associated to the WTM category of residential LDR. The NLCD code of 23 was associated to the WTM category of residential MDR. The NLCD code of 24 was associated to the WTM category of residential HDR. The NLCD code of 31 was associated to the WTM category of Roadway. The NLCD codes 41-43, 52, 71, 90, and 95 were all grouped in the WTM category forest. The NLCD codes of 81 and 82 were associated with the WTM category of Rural.

NLCD Land Cover Codes	WTM Land Use Category
11 Open Water	Open Water
21 Developed, Open Space	Commercial
22 Developed, Low Intensity	Residential - LDR (<1 du/acre)
23 Developed, Medium Intensity	Residential - MDR (1-4 du/acre)
24 Developed, High Intensity	Residential - HDR (>4 du/acre)
31 Barren Land (Rock/Clay/Sand)	Roadway
41 Deciduous Forest 42 Evergreen Forest 43 Mixed Forest 52 Shrub/Scrub 71 Grassland/Herbaceous 90 Woody Wetlands 95 Emergent Herbaceous, Wetlands	Forest
81 Pasture/Hay 82 Cultivated Crops	Rural

Rainfall

Annual rainfall was assumed to be 42.88 inches in all WTM runs (North Carolina State Climate Office, Station 312993 – Falls Lake).

Soils

GIS-based soils data were obtained from the USDA Web Soil Survey (<https://websoilsurvey.sc.egov.usda.gov/App/HomePage.htm>) and mapped for the entire Horse Creek Study Area. The soils data layer was intersected with subwatershed boundaries and the percentages of

soils in each hydrologic group were calculated for each subwatershed. The percentages of soils within each of the groundwater depth categories stipulated by WTM (< 3 feet, 3-5 feet, >5 feet) were also determined using the USDA soils data. The tabular soil data includes a data table called “MUAGGATT” with a field named “WTDEPANMIN” which stipulates the groundwater depth for each mapped soil unit in centimeters.

GIS Inventory of Drainage Infrastructure

By utilizing the most recent QL2 LiDAR (North Carolina Risk Management Office - Quality Level 2 (2014) and Level 3 (2015) LIDAR Data <https://sdd.nc.gov/> (accessed June 2023)), aerial photography, and other remote data sources in a desktop analysis, the KCI Team developed a preliminary GIS Geodatabase, called “HorseCreek_Drainage_Study”, of drainage swales and ditches within public lands and rights-of-way throughout the Wake County Portion of the watershed. Also using the LiDAR, KCI documented the flow path direction of each drainage swale and ditch and included that in the attribute table of the feature class called “drain lines”. Areas that could not be determined by the desktop study were field-verified and then added into the feature class.

Structural Stormwater Management Practices (Existing and Future)

GIS data on the locations of existing structural stormwater measures within Town limits and the ETJ were available from the Town of Wake Forest. Additional BMPs were located by performing a desktop study of the watershed and then adding them to the KCI Geodatabase under the feature class “BMPs and Ponds”. These existing BMP types were input into the subwatershed WTM where they were located along with size of the drainage area they effectively treated. When necessary, BMP types and location were field verified.

For locating new potential retrofit BMPs, KCI examined LiDAR, contours, and parcel data to locate where BMPs could feasibly be located. The drainage area of each new location was determined by StreamStats to help determine what type of BMP would be most ideally suited to each location. Once the BMP location and selections were QA/QCed, KCI then conducted thorough field reconnaissance of each of these locations within the Horse Creek Watershed to verify that the selected BMP would be a feasible option. While examining each location KCI was considering the elevation, utilities that could be a constraint, land availability, land ownership, and the drainage area the BMP would be treating. The BMP options deemed feasible were then put into the WTM.

On-Site Sewage Disposal Systems

The Town of Wake Forest provided data on sanitary sewer services within the Study Area. The numbers of dwellings served by on-site septic systems within each subwatershed were determined by conducting a desktop GIS analysis of Wake County Tax Parcels in conjunction with a GIS data layer for the Town of Wake Forest’s sanitary sewer collection network. Tax parcels not located coincident with a sewer collection line were assumed to be served by on-site septic systems.

Streams

The ATLAS streams, developed by NCDOT, were used because they better characterize the extent of streams within the watershed, and were developed at a higher resolution than the existing USGS high

resolution streams layer. ATLAS streams were developed by the Department of Transportation (DOT) and can be obtained through their ATLAS program. The stream length for each sub watershed was determined by clipping the “Atlas Streams” layer to each sub watershed. The level of accuracy was used more specifically for the section below for the riparian buffers.

Potential Stream Restoration/Buffer Sites

KCI conducted a thorough search throughout the watershed to identify potential stream and buffer restoration sites within each sub-watersheds. The search began with a desktop analysis utilizing ArcGIS to examine land cover data and aerial photography along riparian corridors to identify stream reaches having little to no vegetation remaining within riparian buffers on either side. If vegetated buffers were degraded or if streams appeared heavily eroded, KCI staff then conducted field reconnaissance at the potential sites identified in the desktop analysis.

Two viable stream restoration sites were identified. The first site is on the Horse Creek mainstem on the former Wake Forest Country Club property. This section of Horse Creek was previously restored under the auspices of the predecessor agency to the North Carolina Department of Mitigation Services (DMS). The second potential restoration site identified was along Hogan Creek that runs behind Hogan Drive in Country Club Downs subdivision. Both sites are in the Upper Horse Creek sub-watershed. These two sites were then input into the WTM. WTM models do not populate the nitrogen or phosphorous removed, so that was manually calculated using the methodology described in “Evaluation of Nutrient Reduction Crediting Strategies for Stream Restoration” (Doll, Barbara et al. "Evaluation of Nutrient Reduction Crediting Strategies for Stream Restoration" (2018)). Protocol one from Doll et al. was used to determine the pollutant removal for nitrogen, phosphorus, and sediment for both potential stream restoration projects.

Riparian Buffers

KCI staff conducted a spatial analysis to determine the width and length of existing riparian buffer widths for each stream reach and assigned each reach to a category reflecting a buffer width of < 50 feet, 50-100 feet, or > 100 feet. WTM will not accept buffer width inputs as ranges; therefore, the three categories of buffers were assumed to have widths of 25 feet, 75 feet or 100 feet wide, respectively. In WTM, riparian buffers have a design and maintenance discount factor to reflect any buffer disturbance. For existing riparian buffers, the maintenance and design factor were assumed to be 0.4, meaning that the buffer ordinance has no restrictions on activities within the buffer, or no ordinance in place and that the buffers are not maintained (Caraco, 2013). KCI assumed all municipalities had an existing ordinance to establish riparian buffers and the ordinance had no restrictions on activities within the buffers, and no public education programs on riparian buffers were being conducted.

Livestock

WTM can account for Livestock within the watershed, however this was not applied in the WTM that were built because no livestock operations of consequential size were identified within the study area.

Future Conditions

GIS parcel data for Wake County were obtained from the County GIS Website. Existing land use data (as developed and described in a previous section) was intersected with the county parcel data to create a

land use by parcel layer for each sub-watershed, which facilitated comparison between existing and potential future land use. Parcels that were fully developed to the limits of their existing zoning were identified and captured to be reclassified for the future conditions model build out. For the future land use scenario, it was assumed that such parcels would be subdivided in the future and developed to the maximum density allowed by the current zoning. The table below shows how the applicable Wake County zoning classifications were mapped to WTM land use categories for input into each WTM subwatershed model.

Wake County Zoning Codes	WTM Land Use Category
R-40W – Residential-40W District	Residential LDR
GR3 – General Residential 3	Residential MDR
GR5 – General Residential 5	Residential HDR
NB – Neighborhood Business	Commercial
RMX – Residential Mixed Use	Multifamily
HB – Highway Business	Commercial

SOURCES:

Bradley, S.N., 2021. Ecosystem Services Provided by Alluvial Soils Across an Urban to Rural Gradient. A thesis submitted to the Graduate Faculty of North Carolina State University in partial fulfillment of the requirements for the degree of Master of Science. Raleigh, NC.

Caraco, D. 2013. Watershed Treatment Model (WTM) 2013 Documentation. Center for Watershed Protection, Ellicott City, MD.

Doll, B., Johnson, J., Page, J., and Line, D., 2018. Evaluation of Nutrient Reduction Crediting Strategies for Stream Restoration. EPA 319 Grant Sponsored by the North Carolina Division of Water Resources.

National Land Cover Database (NLCD) 2019 Products (ver. 2.0, June 2021): U.S. Geological Survey data release, <https://doi.org/10.5066/P9KZCM54>.

North Carolina Risk Management Office - Quality Level 2 (2014) and Level 3 (2015) LIDAR Data. Accessed June 2023. Available online at: <https://sdd.nc.gov/>

Town of Wake Forest Unified Development Ordinance. Adopted July 16, 2013, Amended July 19, 2022. Accessed online at: <https://online.flippingbook.com/view/703728449/>

Wake County, North Carolina Zoning Data. Accessed June 2023. Available online at: <https://data.wake.gov/datasets/68140038aedf459986cd8910a3ad9215/explore?location=35.985599%2C-78.536209%2C13.25>

Appendix B: Opportunity Ranking Methodology

Table 1. Attributes used for implementation priorities

Ranking Attribute	Ranking Value		
Nitrogen	Reductions in pounds per year, actual values		
Phosphorous			
TSS			
Cost per pound N reduction	Actual values, ranked low to high		
Cost of implementation	Under \$150k (1)	\$150 - \$499k (0.75-0.25)	Over \$500k (0)
Average lifespan	20 years or less (0-0.25)	20-30 years (0.5-0.75)	More than 30 years or in perpetuity (1)
Maintenance	Existing level of maintenance or none (1)	Slightly more frequent than existing maintenance or once every few years (0.75-0.5)	Annual or need to contract out (0.25-0)
Community Acceptance	Requires coordination with more than 3 landowners or public education measures (public meeting, etc.) (0-0.25)	Requires coordination with 3 or fewer landowners (0.5 - 0.75)	Out of public sight, on public land, or natural-looking (1)
Feasibility	More than a few constraints/potential challenges (0-0.25)	Mostly ideal conditions with a few constraints (0.5-0.75)	Ideal conditions for implementation (1)

Measures of Uplift Associated with Opportunities (Nitrogen, Phosphorous, TSS)

Structural Stormwater BMPs: WTM models potential load reductions for N, P, and TSS that may be attributed to structural stormwater BMPs. For N, P, and TSS reductions under the existing conditions with retrofits modeling scenario, the values of predicted reductions were assessed for each subwatershed, as well as individually for each proposed BMP opportunity (both new BMPs and retrofits). Values are presented as total (absolute) reductions, as well as reductions per unit of upstream area treated.

Stream restoration projects: WTM does not consider stream restoration as an urban land use BMP; therefore, measures of uplift were estimated using methods outlined in Protocol 1 in Doll et al (2018):

Step 1: Estimate stream sediment erosion rate

- Use BANCS and NBS, BSTEM, or appropriate method to calculate annual erosion rates
- Calculate annual sediment load as,

$$S = \frac{\Sigma(cAR)}{2000} \quad (1)$$

where,

S = annual sediment load (tons/yr)

c = bulk density of streambank (lb/ft³)

A = area subject to erosion (ft²)

R = erosion rate (ft/yr)

Step 2: Calculate nutrient load by multiplying nutrient concentrations and sediment load estimate

- Multiply sediment load (Equation 1) by soil nitrogen and phosphorus concentrations (lb/ton).
 - Soil N and P concentrations either measured directly via onsite sampling, or with Tetra Tech (2013) proposed concentrations (TP = 0.46 lb/ton; TN = 1.78 lb/ton).

Proposed stream restoration project on Horse Creek at Wake Forest Country Club:

- The coefficient “c” is the bulk density of streambank which was determined by identifying the soils in the watershed (Cm soil series); the bulk density of that soil series is 81.16 lb/ft³.
- The coefficient “A” is the area subject to erosion which was about 50% of the DMS easement and that equaled to 1,412.5 ft which is 28250 ft².
- The coefficient “R” is the erosion rate which was taken from guidance from the EPA’s Pollutant Loading Estimation Tool (PLET), a watershed modeling platform similar to WTM. The ranges are from 0.3-0.5; the average, 0.4, was used for this part of the equation.

$$S = \frac{\Sigma(81.16 \times 33750 \times 0.4)}{2000}$$

$$S = 547.83 \text{ tons/yr}$$

$$TN = (547.83 \times 1.78) = 975.13 \text{ lb/ton}$$

$$TP = (547.83 \times 0.46) = 252.00 \text{ lb/ton}$$

- WTM input for nutrients of TSS, TN, and TP are in lb/ft so the results were converted from tons/yr and lb/ton to lb/ft.

$$S = 0.19 \text{ ft/lb}$$

$$TN = 0.35 \text{ ft/lb}$$

$$TP = 0.09 \text{ ft/lb}$$

Proposed stream restoration project on Unnamed Tributary to Horse Creek at Hogan Drive:

- The coefficient “c” is the bulk density of streambank which was determined by identifying the soils in the watershed (Cm soil series); the bulk density of that soil series is 81.16 lb/ft³.

- The coefficient “A” is the area subject to erosion which was 2948.6 ft².
- The coefficient “R” is the erosion rate which was taken from guidance from the EPA’s Pollutant Loading Estimation Tool (PLET), a watershed modeling platform similar to WTM. The ranges are from 0.3-0.5; the average, 0.4, was used for this part of the equation.

$$S = \frac{\Sigma(81.16 \times 2948.6 \times 0.4)}{2000}$$

$$S = 47.86 \text{ tons/yr}$$

$$S = 47.86 \text{ tons/yr}$$

$$TN = (47.86 \times 1.78) = 85.19 \text{ lb/ton}$$

$$TP = (47.86 \times 0.46) = 22.02 \text{ lb/ton}$$

- WTM input for nutrients of TSS, TN, and TP are in lb/ft so the results were converted from tons/yr and lb/ton to lb/ft.

$$S = 0.05 \text{ ft/lb}$$

$$TN = 0.09 \text{ ft/lb}$$

$$TP = 0.02 \text{ ft/lb}$$

Other Opportunity Ranking Metrics

Construction Cost:

- Methodologies from Wossink and Hunt (2003) were used to compute potential construction costs for most BMP types. The costs projected by the methods set forth in Wossink and Hunt were adjusted for inflation on the basis of the increase in the Construction Analytics (CA) non-building infrastructure composite index of construction costs (Zarenski 2024). CA Infrastructure composite index reflect an average of six established infrastructure construction cost indexes. In 2003, when Wossink & Hunt was published, the CA Infrastructure composite stood at 55.2, whereas in 2024, the index is projected to be 137, reflecting a 148% increase in infrastructure construction costs across that period.
 - Bioretention Cells:
 - Took 2.5% of the drainage area of each bioretention cells and multiplied it to the cost per sf ranging from \$12-15. If the utility constraints were on the higher end, the \$15 sf price was applied. If the utility constraints were on the medium end, \$13.5 sf price was applied. If the utility constraints were on the low end, then the \$12 sf price was applied. From there that number was increased by 148% to account for inflation as described above.
 - Bioswales:
 - The same method was used as above for bioretention cells but 10% was added to the cost per sf to account for the outlet structure for the bioswales.
 - Bioswales with check dams:
 - The same method was used as above for bioretention cells but 12.5% was added to the cost per sf to account for the outlet structure for check dams/outlet structures for the bioswales.
- BFC construction costs were based on actual construction costs acquired from NCDOT because they have contracted the construction of three BFC application across the state in Brunswick,

Alamance, and Iredell Counties. Given that the BFCs were constructed within a timespan from 2012 to 2017, construction costs were adjusted to account for inflation from the median year of the construction time and, 2014, forward to 2024. The increase was calculated at 48% based on the CA non-building infrastructure composite index just as described above.

- For the BFC that was sized for a drainage area of 6.9 acres, used the Alamance County Rest Area price of \$101,500 since the drainage area was around the same as the Alamance County Rest Area.
- For the BFC that was sized for the drainage area of 10 acres, used the Alamance County Rest Area and increased the price to \$150,000 because the drainage area for that Rest Area was for a drainage area of about 6 acres.
- Stream restoration project costs were estimated to be roughly \$650/linear foot. This was determined using an average of recent urban stream projects and the current NC DEQ Division of Mitigation Services statewide stream mitigation fee.

Annual Maintenance Level of Effort: Based on recommendations for BMP type.

Annual Maintenance Cost: % of implementation cost per BMP type, per Price et al 2021.

Cost per unit N reduction: Implementation cost/pounds per year of N reduced.

Community Acceptance: Based on combination of how “natural” the BMP will look & the amount of potential coordination with landowners. Notes for factors related to individual opportunities are found in **Table 2**.

Feasibility: Combines potential challenges that may be associated with the project. Includes factors such as potential permitting requirements, utility coordination, and site suitability for the proposed practice. Notes for factors related to individual opportunities are found in **Table 2**.

Ease of Implementation = Community Acceptance + Feasibility

Table 2a. Opportunities for Nonpoint Source Reductions within the Town of Wake Forest and its ETJ

BMP Name	Watershed	Drainage Area (Ac)	SCM Type	Cost-JD	Cost Score	Maint Level	Maint Score	Lifespan	Lifespan Score	Comm Accept Score	Nitrogen Reduction (lbs/yr)	Nitrogen Reduction Cost(\$/lbs)	Phosphorus Reduction (lbs/yr)	Sediment Reduction (lbs/yr)	FC Reduction	Feasibility Score	Feasibility Notes	Implementation
Clarion Point Hotel	Lower Horse Creek	2.3	Convert Failing Dry Detention Basin into Bioretention cell	\$62,372	1	Low	1	20 years	0.5	1	9.3	\$6,707	1.5	170.7	350.1	1	There is a dry detention basin in the back of the hotel parking lot that is in need of maintenance and appears to be failing. Converting the failing BMP into a bioretention cell here will drastically improve performance with regard to water quality treatment, especially for nutrient reduction. Can use the back corner of the parking lot as a staging area.	2
Wellons Inc.	Lower Horse Creek	4.2	Bioretention Cell	\$120,095	1	Low	1	20 years	0.5	0.5	11.9	\$10,092	1.9	218.6	448.6	0.75	Adding an additional bio cell here or redoing the one that is already here to capture a larger drainage area. Should not be hard to get the business owners here on board since there is already one here. Could use the parking lot as a staging area too.	1.25
Preswicke Property Owners Association	Lower Horse Creek	6.5	Bioretention Cell	\$193,144	0.75	Low	1	20 years	0.5	0.5	18.9	\$10,219	3	347.1	712.1	0.5	More than enough room to implement a bio cell in the open lot of Preswicke Neighborhood, it is in the open space owned by the HOA so would need to get them on board. There are some utilities running here which may cause issues with implementation... a pipe is coming from the business lot and going UG across the empty lot. Staging may be a little tricky due to the roads not really having a shoulder to block off but could use the business park to the right of the entrance of the neighborhood as an area for staging.	1
Penfold Lane	Lower Horse Creek	10	BFC	\$222,000	0.75	Low	1	20 years	0.5	1	23.2	\$9,569	3.9	453.9	705.6	0.5	This BFC is in the same neighborhood as the BMP above, Preswicke and owned by the HOA there. There is enough slope and area to implement this BMP, just need to get the HOA on board. There is a water pressure line running parallel to the area where we want to place the BMP, so need to take that into account and make sure that is not effected during implementation of this BMP. Staging could be on Penfold Lane, on either side of where the BMP would be implemented.	1.5
Wake Forest Presbyterian	Lower Horse Creek	10.4	Treatment Train - Bioswale into Bioretention Cell (Convert current Dry Detention Basin)	\$322,080	0.5	Low	1	20 years	0.5	1	24.2	\$13,309	4.1	472	733.9	1	There is a rip rap swale that is leading into a bio cell in the back of the church that can be turned into bioswales and convert the existing dry detention absin (presumed) into a bioretention cell to improve water quality performance, especially for nutrients. The parking lot could be used as a staging area for the implementation of these two BMPs.	2
Middlestone Court	Upper Horse Creek	12.3	Bioretention Cell	\$386,587	.25	Low	1	20 years	0.5	0.5	36	\$10,739	5.3	665.9	1385.2	0.5	To place the BMP at the end of the cul de sac / behind houses, will have to get those landowners on board. It will help treat the drainage/run off in the part of this neighborhood, so can use that to try and get them on board. Would have to use the end of the cul de sac as a staging area which means blocking it off for some time during implementation.	1
Country Club Drive	Upper Horse Creek	12.7	Bioretention Cell	\$400,285	.25	Low	1	20 years	0.5	0.5	36.6	\$10,937	5.4	676.2	1406.6	0.5	Would have to get the landowner that owns the old country club on board to allow us to place this BMP here. Staging will be a bit tricky since there is no real entrance point to this area from the old CC and to access it from Country Club drive, you would have to use the end of the cul de sac which means getting those landowners on board for that.	1
Hogan Drive	Upper Horse Creek	30.4	Stream Restoration	\$35,750	1	Low	1	> 30 years	1	0.5	85.2	\$420	22.02	47.9	N/A	0.25	12 landowners would need to get on board for this project to happen which makes the feasibility a bit hard. The staging area for this project would also be a bit tight, could potentially be at the end of the cul de sac of Hogan Drive.	0.75
Wake Forest Country Club	Upper Horse Creek	6150.4	Stream Restoration	\$2,193,750	0	Low	1	> 30 years	1	.5	975.1	\$2,250	252	547.8	N/A	0.25	There is already a DMS conservation easement on this land so would have to get both the IRT and the land developer on board in order to do this restoration project. Staging area would not be difficult as this land is in flux with the developer, so before the land gets developed could potentially do the project that way construction of the stream would not be in conflict with the contruction/development of the land.	0.75

Table 2b. Opportunities for Nonpoint Source Reductions Outside of the Town of Wake Forest/ETJ

BMP Name	Watershed	Drainage Area (Ac)	SCM Type	Cost-JD	Cost Score	Maint Level	Maint Score	Lifespan	Lifespan Score	Comm Accept Score	Nitrogen Reduction (lbs/yr)	Nitrogen (\$/lbs)	N (lb/yr/acre)	Phosphorus Reduction (lbs/yr)	Sediment Reduction (lbs/yr)	FC Reduction	Feasibility Score	Feasibility Notes	Implementation
Forest Ridge Park	Mud Branch	3.5	Bioretention Cell	\$98,487	1	Low	1	20 years	0.5	1	7	\$14,070	2.0	1.1	128.7	265.8	1	There is enough room here to place a bio cell and the county/army corps are on board to implement a BMP here. Could block off part of the parking lot for a staging area to implement the bio cell.	2
Kensington Manor Place	Upper Horse Creek	6.9	BFC	\$150,220	0.75	Low	1	20 years	0.5	0.75	15.9	\$9,448	2.3	2.5	313.3	494.6	0.75	This area where the BMP would be placed is owned by the Kensington Manor HOA, which means would have to get them on board. Shouldn't be too hard of a sell to them considering this is an older neighborhood without any existing BMPs there. Placing the BCF here will help catch the runoff in this section of Kensington Manor. Staging area could be the same area as the above BMP.	1.5
Melcombe Way	Upper Horse Creek	5.3	Bioswale	\$170,151	.75	Low	1	20 years	0.5	0.75	12.3	\$13,833	2.3	1.9	240.6	379.9	0.75	This bioswale would be placed within the DOT right of way on Melcombe Way to capture the run off the this section of the neighborhood. I think this would be easy to implement considering DOT would be on board. Staging area could be tricky but could possibly block off half the road to allow for traffic to get through during implementation.	1.5
Micklewaithe Court	Lower Horse Creek	6.4	Bioswale with check dams	\$218,400	0.75	Low	1	20 years	0.5	1	14.9	\$14,658	2.3	2.5	290.5	451.6	1	This BMP would be placed within the DOT right of way on Micklewaithe Court to capture the run off the this section of the neighborhood. I think this would be easy to implement considering DOT would be on board. Staging area could be on at the end of the cul de sac on this road during implementation.	2
Kensington Manor Lane	Upper Horse Creek	9.41	Bioretention Cell	\$288,866	.5	Low	1	20 years	0.5	0.75	27.1	\$10,659	2.9	4	501	1042.2	0.75	This area where the BMP would be placed is owned by the Kensington Manor HOA, which means would have to get them on board. Shouldn't be too hard of a sell to them considering this is an older neighborhood without any existing BMPs there. Placing the bio cell here will catch the swales running south and treat it in even more from this section of Kensington Manor. Staging area could be tricky since this area is right off the road but could possibly block off one half of the road to allow traffic to get through.	1.5
Blue Ravine Road	Upper Horse Creek	9.41	Bioswale	\$317,753	.5	Low	1	20 years	0.5	0.75	21.7	\$14,643	2.3	3.4	427.2	674.5	0.75	This bioswale would be placed within the DOT right of way on Blue Ravine Road to capture the run off the this section of the neighborhood. I think this would be easy to implement considering DOT would be on board. Staging area could be tricky but could possibly block off half the road to allow for traffic to get through during implementation.	1.5
The Church of Jesus Christ of Latter-day Saints	Lower Horse Creek	12.5	Bioretention Cell	\$393,431	.25	Low	1	20 years	0.5	1	36.5	\$10,779	2.9	5.8	667.4	1369.5	1	Place BMP in the front lot of church to capture runoff. Could use the parking lot as a staging are for implementation.	2
Alveston Circle	Upper Horse Creek	13.89	Bioretention Cell	\$441,256	.25	Low	1	20 years	0.5	0.75	40	\$11,031	2.9	5.9	739.6	1538.4	0.75	This area where the BMP would be placed is owned by the Kensington Manor HOA, which means would have to get them on board. Shouldn't be too hard of a sell to them considering this is an older neighborhood without any existing BMPs there. Placing the bio cell here will help catch the runoff in this section of Kensington Manor. Staging area could be at the end of the cul de sac of Alveston Circle.	1.5
Shorrey Place	Upper Horse Creek	18.7	Bioretention Cell	\$609,810	0	Low	1	20 years	0.5	0.75	53.8	\$11,335	2.9	7.9	995.7	2071.2	0.75	This area where the BMP would be placed is owned by the Kensington Manor HOA, which means would have to get them on board. Shouldn't be too hard of a sell to them considering this is an older neighborhood without any existing BMPs there. There is a sewer line that runs down between two houses that the BMP would be placed behind so need to make sure that is not effected by the implementation of this BMP. Could use the end of the cul de sac as a staging area.	1.5
Melcombe Way Cul de sac	Upper Horse Creek	24.66	Bioswale with check dams	\$947,583	0	Low	1	20 years	0.5	0.75	56.9	\$16,653	2.3	8.9	1119.6	1767.6	1	This area where the BMP would be placed is owned by the Kensington Manor HOA, which means would have to get them on board. Shouldn't be too hard of a sell to them considering this is an older neighborhood without any existing BMPs there. Placing the bioswale with check dams here will help catch the runoff in this section of Kensington Manor. Staging area could be at the end of the cul de sac of Melcombe Way.	1.75
Wake Forest Country Club	Upper Horse Creek	6150.4	Stream Restoration	\$2,193,750	0	Low	1	> 30 years	1	.5	975.1	\$2,250	94.1	252	547.8	N/A	0.25	There is already a DMS conservation easement on this land so would have to get both the IRT and the land developer on board in order to do this restoration project. Staging area would not be difficult as this land is in flux with the developer, so before the land gets developed could potentially do the project that way construction of the stream would not be in conflict with the contruction/development of the land.	0.75

References

Doll, B., Johnson, J., Page, J., and Line, D., 2018. Evaluation of Nutrient Reduction Crediting Strategies for Stream Restoration. EPA 319 Grant Sponsored by the North Carolina Division of Water Resources.

Price, E.W., T.H. Flemming, and L.A. Wainger. 2021. Cost Analysis of Stormwater and Agricultural Practices for Addressing Nitrogen and Phosphorus in Maryland. Prepared for Maryland Department of the Environment. UMCES Technical Report #TS-772-21.

Tetra Tech, 2022. User's Guide, Pollutant Load Estimation Tool (PLET), Version 1.0. Developed for U.S. Environmental Protection Agency. Accessed online at:

https://www.epa.gov/system/files/documents/2022-04/user-guide-final-04-18-22_508.pdf

Wossink, A. and Hunt, B., 2003. The Economics of Structural Stormwater BMPs in North Carolina. UNC-WRRI 2003-344. UNC WRRI, Raleigh, NC.

Zarenski, Ed, 2024. Construction analytics: economics behind the headlines. Accessed online at: <https://edzarenski.com/category/inflation-indexing/>

(this page intentionally left blank)

Appendix C: Survey of Stakeholder Priorities

The Horse Creek Watershed Study was initiated to identify and address current issues within the Horse Creek Watershed related to water quality, inadequate drainage conveyances, stormwater infrastructure problems, and erosion. The study will help the Town of Wake Forest to develop compliance measures to meet the pollution reduction requirements in the Falls Lake Rules, and to comply with the Upper Neuse River Basin Association (UNRBA) Interim Alternative Implementation Approach (IAIA). The Town will use the Study to develop a watershed plan that will serve as a guide for efforts to manage water quality in the Horse Creek Watershed and help reduce the incidence of harmful algal bloom in Falls Lake in the future.

As a part of the Study, the Town is engaging with the public in several ways, including public meetings, an informational web page about the Study, and an online survey which solicited feedback from the public about the watershed and potential issues related to water quality and quantity. This document summarizes the results of the online survey.

The survey was live from April 20 to June 20, 2023. The survey was advertised on the Engage Wake Forest web page, the Horse Creek Watershed Study web page, and on signs advertising a public meeting that were placed within communities in the watershed. The survey was also recommended and preliminary results discussed at the public meeting on June 13. There were 126 legitimate responses out of a total of 128 (the first two responses were KCI tests). The following information summarizes the results. The full survey results should be consulted to match any specific response or issue to an individual.

General User Information Questions

The majority of respondents are long-term (more than 10 years) residents of both the Horse Creek Watershed and the Town of Wake Forest. Almost half of the residents have onsite septic systems. Most respondents have never participated in a watershed study. Residents were most interested in wildlife and water quality; the most common write-in issue of concern was overdevelopment, which was often expressed along with concerns about land use change.

Which best describes you?

NOT a resident of Wake Forest, but live in Wake County	32
Resident of Wake Forest	93
Both	1
Total	126

Check which best describes you:

I live in the Horse Creek Watershed	111
I work in the Horse Creek Watershed	0
Both	11
Neither	4
Grand Total	126

How long have you lived/worked in the Horse Creek Watershed?

5 or less	31
6 to 10 years	22
11 to 20 years	27
21 to 30 years	37
more than 30 years	6
not selected	3
Total	126

Do you own a business in the Horse Creek watershed?

No	122
Yes	4
Total	126

Do you have an onsite septic system?

No	64
Yes	62
Total	126

Have you participated in a watershed study before?

No	121
Yes	5
Total	126

The Following Topics are Important to Me *(select all that apply):*

Wildlife	118
Land Use Change	88
Public Spaces (parks, greenways, gardens, etc.)	102
Water Quality	123
Water-based recreation (fishing, boating, swimming, kayaking, etc.)	54
Overdevelopment	7
Other	14
Total	506

Watershed Observations

I Have Observed These Issues <i>(select all that apply)</i>:	Count
Excessive Eroding and/or Unstable Stream or Ditch Banks	69
Accumulation of Sediment in the Roadway	36
Beaver Activity	21
Changes in Water Quality or Quantity	24
Damaged Catch Basin or Other Drainage Structures	16
Damaged or Non-Functioning Stormwater Ponds	20
Excessive Erosion at Pipe Outlets	20
Stormwater Runoff Covering All or Part of the Road	58
Dam/stormwater pond issues	3
None of These	22
Other	6
Total	295

This survey question included a follow-up text-entry question that allowed users to comment on specific locations and/or frequency of observations. The full survey results should be consulted to match specific responses to issues. The additional information is also discussed in the additional information/comments section of this report.

Collaboration

Survey Question:

Some areas of the Town of Wake Forest and Wake County portions of the Horse Creek Watershed were developed before the implementation of modern stormwater control standards. By installing stormwater control devices (such as rain gardens, bioswales, and stormwater ponds) in those communities to bring them up to modern standards, runoff can be captured and treated to reduce harmful pollution to Falls Lake downstream. Please note your level of willingness to provide the Town access and/or easements to facilitate these types of projects: I would likely cooperate with the Town to facilitate a stream project impacting my property under the following circumstances:

Stormwater project participation willingness:

For a project with the overall objective of capturing untreated runoff and improving water quality	98
For a project with the overall objective of capturing untreated runoff and improving water quality, but only if that project is small (like a residential rain garden or installation of rain barrels)	10
I am not interested in collaborating with the Town on stormwater projects	7
Only if stream improvements are needed to protect my property and/or preserve its value	11
Grand Total	126

Survey Question:

Many of the natural drainage channels in the Horse Creek watershed are along and between the back yards of residential properties. Repairing and improving the streams will require construction access, probable loss of some trees, and up to a couple of months of construction activity. Please note your level of willingness to provide the Town access and/or easements to facilitate these types of projects: I would likely cooperate with the Town to facilitate a stream project impacting my property under the following circumstances:

Stream project participation willingness:

For a project with the overall objective of stabilizing the streambanks to prevent further erosion and enhancing water quality	91
I am not interested in collaborating with the Town on stream projects	9
If stream improvements are needed to protect my neighbors' property and generally preserve neighborhood property values	20
Only if stream improvements are needed to protect my property and/or preserve its value	6
Grand Total	126

Additional Information and Comments

The most common themes were flooding (specifically, Horse Creek at Jenkins and Purnell Roads, and in the Fairlakes neighborhood), concerns about general rates and methods of development, concerns about specific development projects (most frequently, the former Wake Forest Country Club property), concerns about a sewage overflow associated with townhomes/apartments, concerns about the safety of the Lewis Dam in the Fairlakes neighborhood, and concerns about water quality (sediment, sewage, and potential chemicals from the former Wake Forest Country Club and Schrader sites). There is a perception that flooding is becoming more frequent, and water quality is at risk. There were several specific issues mentioned that are outside the Horse Creek Watershed.

Fairlake/Lewis Dam

I live in Fairlake on the lake built by Lewis dam. Lewis dam had issues and we had to keep the lake level lowered and the creek thst feeds it is in my back yard and trees have grown in. Heavy rains lead to a significant amount of water entering the creek from runoff and the HOA refuses to address the issue even though we have been ordered by the DEQ. This has been an issue for 7 years.

Fairlake/Lewis Dam outlet and spillway needs repair. Severe erosion putting dam at risk.

Fairlake spillway is damaged and eroding.

Is there any help that you can offer to help resolve the Lewis Dam in Fairlake?

Please repair the Lewis lake earthen dam.

I live in the Fairlake subdivision. The Lewis Dam has been damaged since Hurricane Matthew in 2016 and has not been repaired since. I would like to see some assistance from this grant in fixing the dam so the lake can continue to do the job of being a retention pond.

Wake Forest CC

I reside on the Wake Forest golf course and have personally observed over the last 17 years several issues. We are most concerned about future development on this property with known toxic chemical contamination. We know there will be runoff and want to have the soil tested as phase 2 testing in order to determine if remediation is needed prior to development. Flooding is another concern.

Over the years, Horse Creek river banks are changing. I walk these banks on the former WFGC property. There is significant sand and debris that has topped the banks. There is a beaver dam on the ponds flowing into the creek. There is severe backup of logs and debris on Horse Creek within the WFGC property which has damaged the small bridges and water flows further into the surrounding flood plain. (more below)

Horse Creek often cannot handle the amount of runoff. Development Plans (Jenkins/Capital) (Old WF Golf Course Property) will only add to the problem. Impervious zones will be eroded to

minimal amounts resulting in less absorption of water and even more runoff. I think WF is a bit out of control. Developers are going after rezoning of these properties to allow even MORE dense development on these parcels of land. Horse Creek and the water shed appear to be after thoughts for this town.

The Joyner property (Old WF Golf Course) if developed, will also result in hazardous chemicals runoff into Horse Creek. It is an old golf course that has been treated with fertilizers, weed control, pest control, etc..... for decades. Concerned citizens have brought this concern forward but the town has either (1) not allowed them to speak at public meetings or (2) totally disregarded the info. With this type of reception it's difficult to believe that the Town is serious about protecting the watershed.

Residential development of the former wake forest country club will severely harm this water shed and negate the benefits you are trying to accomplish.

The irony of this survey is palpable. Based on the recent developments around the rezoning of the Old Wake Forest Golf Course, it is clear that the only motivation of the town is to satisfy the priorities of a few greedy developers (Jim Adams), a corrupt mayor who has once received (and never again will receive) my vote, and an unqualified and unscrupulous commissioner Nick Swalinski, who was elected to represent those in the watershed opposed to the development of the golf course but let down his entire constituency, presumably under pressure from the developers and the town. This is an environmental issue, and a political one. I am one of the residents (Kings Way Court) who has paid the high taxes for more than a decade to make this town what it is. I kayak and fish in Falls Lake. Will you cause the catfish I pull from the lake to be inedible simply for the financial gain of Mr. Joyner, Mr. Adams, Vivian Jones, and a few of the corrupt elite? There is still time to undo the damage, but Wake Forest is about to become "Cary Jr.", and you'll lose another resident who made this town what it is. DON'T DEVELOP THE GOLF COURSE!

Development of former Wake Forest Club will create MANY problems for area residents and those living downstream.

Sewage

Raw sewage smell in horse creek, excessive water flow in creek and flooding since apartments built. Road erosion over the creek.

Odor throughout our neighborhood and foam on the water and on the banks of the creek.

Flooding of small tributary to Horse Creek whenever there is much rain caused by large apartment complex. Same complex has suffered breakdown of septic systems or pipes.

There appears to be a sewage overflow at the apartments on the corner of Durham Rd and 98. Was reported to several agencies by my husband and nothing done and no apparent follow up with us or any residents on Fawn Drive to explain what happened or if even investigated. The sewage smell lasted for >2 weeks!

There was a serious sewer failure at the legacy apartments which allowed raw sewage to enter the creek upstream. This caused odor throughout the neighborhood. There was nasty yellow brown foam on the water and along the sides of the creek bed. Which still today appears in the pooling areas. The odor and foaming continued for about 25 days. I called every department in the state and was shuffled and run around for months. The City of Raleigh were the only ones that came here, walked the creek and found the source at legacy apartments. But they couldn't help because it wasn't their jurisdiction. Department of water quality was a huge waste of time too. I have requested the required reports to at least ensure the problem has been properly repaired. No one will help. Not the city, not the county, not the state. It was actually pretty sad that no one showed any interest in investigating this problem. We have kids in our neighborhood that chase frogs in the creek and homes the creek flows behind. Not to mention the wildlife living in and around the creek. Also not to mention the lye that was spread at the spill sight. That also came downstream. If the next big rain brings more literal crap and more lye downstream again, I will be calling WRAL.

We had a problem in recent months involving very foul smelling apparently human waste pollution of a small creek adjacent to our property which was sewage from a nearby apartment complex. When it was reported to Wake County health department authorities they did nothing for several weeks until a second report was made to another branch of Wake County government. Should we have reported to Wake Forest instead.

Road Flooding

After storms I have noticed runoff partially covering Purnell Road many times.

Both Purnell and Jenkins Road have had issues with flooding in the past. We have all kinds of wonderful wildlife, trees and plants in the Horse Creek Watershed. Please keep this watershed protected from more development. Don't allow rezoning for developers planning to max their profits by building as many units as they can. We need to keep some forest in Wake Forest.

During heavy rains (~ monthly), water in our neighborhood drains to the road in front of our house (7825 Fairlake Dr) and pools on the road and in our driveway,

I don't live directly on the creek, but RiverStone backs up to the creek. Access to the creek is via a utility road behind our neighborhood. The culverts along Chilmark collect so much water in the big storms, forcing water to run over our driveways about 3x per. This has been particularly noticeable the past 5 years. Debris from overflowing Horse Creek happens about once a year along Jenkins.

I have seen the entire area of Jenkins Rd. completely flooded and have seen the 2 ponds that have been constructed in the flood plain washed away.

I've lived in Wake Forest for 30 years and in the Horse Creek watershed for the past 3. I've noticed water running over Purnell Rd more and more with heavy rains. Seems to cause wrecks and dangerous driving. Seems to only be a matter of time before it washes out a section of road or the bridge.

Monthly we have water on the road (Fairlake Drive)

Stream and ditch banks are being destroyed without adequate knowledge of the impact on water runoff and damage. Horse Creek completely over ran Jenkins Rd in 2022 and I was nearly swept away in my car. Property owners need knowledgeable help to do the correct thing when they are changing ravine, stream and ditch banks. Landscapers are removing plants from streams causing more runoff. Educate on over use of fertilizers, pesticides and lawn spray treatments.

When there are strong storms, which are not infrequent, Horse Creek watershed will overwash Purnell

Runoff, Sediment and Erosion

Daily walks in Joyner Park i see run off from the new housing development and i see the pond a red muddy disaster. Its obvious all over that theres a problem. New development is going to ruin the environment if it hasnt already.

Every time it rains the stream turns red from construction runoff. It seems as if the stream banks have been eroding excessively in the last few years with the increase in new construction.

New construction often causes runoff and sediment on the roads

Occurs often with heavy or frequent rains. Stream is eroding towards my house. Pipes and wires have been exposed. Stream banks are getting higher and steeper.

Run off from properties as well as through running streams creates flooding conditions in fields and erodes yards monthly. Prevents me from accessing, let alone using my property.

Seems like this is closing the barn door after the horses have gotten out! The problem is all the clear-cutting with new construction. Every million dollar-plus home behind us has clear-cut their entire lots leading to increased erosion and run-off! Where are the common-sense rules and regulations that would have prevented some of this? I know there are rules about keeping a certain amount of trees- why are developers being allowed to skirt those rules?

since the development behind me - good ole Devon Square- I now have so many water issues in my backyard that I was promised I wouldn't. Slow down development.

Heavy thunderstorms often are too much for existing stormwater management systems. Too much development (rooftops and pavement) add to this problem. We do not have sufficient vegetation buffers around streams, channels, and rivers.

The Town engineer needs to closely inspect all storm water control measures proposed for adequacy and then inspect on site for proper construction and follow-up with the annual inspections. The town houses on Sienna Drive and highway 98 have non-functioning drainage that has created a ravine in the neighborhood of Pine Ridge Ct. This type of thing needs to be prevented--not just corrected. Want to see stronger measures in the updated UDO.

There is a large hole on Purnell that is an erosion hole close to the bridge. The storm water run off goes here and there is a potential for this to undermine the road at some point. We have

already reported erosion holes under the road and DOT has hot patched one of them. I do not walk on the golf course anymore, but when I did, there was evidence of beaver activity in sapling stumps and trails down to the stream. This was several years ago.

Water Quality

Given the history of the leaking sand pits from the former Schrader plant & purposely pouring out of harmful toxins in groundwater supply areas as told by former employees of the plant & given a large number of cancer cases within surrounding neighborhoods testing for contaminants is the most concerning for this particular watershed study.

My home and community is on well water and it's very important to me that we keep our streams, trees and any other natural resources in place to pre reserve the cleanest water possible.

Water quality is all important! The impact on Falls Lake must be addressed. It must be prioritized above all development projects.

We are interested in the watershed project but want to make sure no retention ponds are placed near our home due to chemical contamination concerns from the golf course.

We are willing to give more feedback in general. We do NOT want a stormwater containment pond due to chemical concerns, we are more than willing to continue to provide feedback and help in any way to make this a better situation for all and for the safety of the community. - Gina

Miscellaneous Comments

All of the above at least once/year in strong torrential storms. Flooding occurs multiple times/year

Altering runoff, muddying creeks, and pushing wildlife (including copperheads) into neighborhoods that responsibly preserve mature trees / underlying forest habitat throughout

Developing the property at a minimum on the west side of Horse Creek will impact water quality, increase run-off from installed roads and driveways and loss of trees and drive off wildlife which is abundant in the watershed. The town is getting in a critical position by not saving enough natural wet areas for future generations water supply. Development around Horse Creek will add polluted and tainted water into Falls Lake which provides all of Raleigh's water supply. Horse Creek dates back hundreds of years and is there for a purpose. Save it.

Dun Loring subdivision. The wooded area behind my property includes a dry streambed protected by a streambed set-aside. The woods with large trees is often home to hawks, pileated woodpeckers, Summer Tanagers, fox, and many other species.

Heavy beaver activity has increased size of storm water ponds and damaged surrounding natural habitat and banks on ponds

I am very concerned about developments at Capitol Blvd and Jenkins Rd and how they may impact water quality at the creek, wildlife nearby, and other issues not related to this survey.

I feel strongly about protecting the watershed and the wildlife around it. The wildlife around Horse creek has expanded exponentially since the construction across the highway at Joyner Park. The runoff from that development seems to have adversely affected the water/streams within that park. Very sad to see all the development around the watershed. Please protect our water by preserving the land and wildlife/trees around and within the watershed. I have lived in Wake Forest for 6 years and would like to see more thoughtful development that does not clearcut fields of trees.

I have been in communications with the engineers dept already

I would be very interested and supportive of having access to Falls Lake or Forest Ridge park via a greenway or public access along horse creek. This would also allow easier access for construction and/or repair and monitoring of horse creek.

I would like to see Horse Creek watershed maintained for its contribution to the water quality of Wake Forest and its wildlife habitat.

It appears the Town & County have severely compromised the watershed by allowing over development in and around Falls Lake. Re- Zoning properties is the exact opposite of what needs to be done to protect the fragile water supply.

Relevant to other area water concerns raised prior to a recent re-zoning action, because of space limitations and proximity, any widening of Purnell Road to accommodate traffic increases contributed to by new construction in the Wake Forest corporate limits and near Purnell would without question adversely affect the value of our home. Accordingly, although it would not be our preference, any attempt at "imminent domain" could be met with an ongoing legal action which could trigger renewed examination of recent actions taken by the town relative to re-zoning which in our opinion will be affecting other watershed issues beside Horse Creek as well.

Residents on west side of a capital are a PART of town too....consider our needs with ALL plans and concerns

Stop trying to develop everything. You are ruining the spirit of our town.

Thanks for work on the streams in our area!

The increase in construction is too much for the current storm water design

The largest pine tree recorded in central NC is located on the Holding property that is currently being considered for a giant housing project. The published plan does not address any protection for this important tree.

We need a moratorium on development

Why does this construction/development issue continue to be brought up to the Town Board after the Army Corps of Engineers long ago cleaned out the creek, may have rerouted it, and stated that NO ONE OR ANY TOOL, etc. could be used to enter the creek to retrieve absolutely anything!! It is such a waste of everyone's time.

Would qualify as mild. Work has been done before and has helped.

First Name	Last Name	Email	Phone	More info?
		Pacmann183@yahoo.com		Yes
Veronica	Alas	gvalas@gmail.com	(707) 953-0615	Yes
Chris	Aldridge	caveboychris@gmail.com	(410) 977-2153	Yes
Rosanne	Barbieri	crbarbieri@yahoo.com	(203) 671-9836	Yes
Rachel	Beaton	rljbeaton@gmail.com	(919) 418-4061	Yes
Nathan	Bench	gwizwald@gmail.com	(435) 851-0242	Yes
Andrew	Boggs	akboggs@yahoo.com	(919) 412-4367	Yes
Matthew	Cali	mfc.wfnc@gmail.com		Yes
Nancy	Champlin	nmchamplin@gmail.com		Yes
William	Cline	got2golf@hotmail.com	(919) 534-5693	Yes
Kevin	Collins	kevindcollins1983@gmail.com	(919) 656-1790	Yes
Lynda	Creutzburg	Lynda139@nc.rr.com	(919) 961-1636	Yes
Pam	Daniel	pamelad61@yahoo.com		Yes
Estherine	Davis	edsjonker@gmail.com	(919) 520-7986	Yes
PATRICIA	DAVIS	patti2cat@gmail.com	(919) 594-7250	Yes
Mary Anne	DeFore	apple27803@aol.com	(252) 266-8485	Yes
John	DeFore	jd41117@msn.com	(252) 452-2089	Yes
Jack	Derrick	b702002@aol.com	(919) 554-1132	Yes
Glen	Donald	glen.donald@gmail.com	(608) 234-0686	Yes
William	Donnelly		(443) 722-3306	Yes
John	Dribus	johndribus@yahoo.com	(919) 675-8671	No
Cammie	Dribus	cammiedribus@gmail.com	(919) 665-9164	Yes
David	Dupuie	daviddupuie@gmail.com	(313) 595-4083	Yes
Ian	Ebersole	ian.ebersole1@gmail.com	(970) 290-6494	Yes
Frank	Evaldi	evaldifrank@gmail.com	(919) 800-9062	Yes
Jeff	Flake	jeff.flake@gmail.com		Yes
Gavin	Fradel	gfradel78@gmail.com	(336) 504-0006	Yes
Thomas	Ganas	tganas@nc.rr.com	(919) 819-6701	Yes
Kathryn	Gavaghan	katielougav@gmail.com	(919) 302-6779	Yes
Jason	Glace	jason.glace@sunbeltrentals.com	(919) 697-0464	Yes
Buddy	Glenn	buddy.glenn@allscripts.com	(919) 614-3794	Yes
Inez	Greenwood	jets_crewel_0s@icloud.com		Yes
Jessica	H	jessica.hendricks22@yahoo.com		Yes
Sid	Hardwicke	fish.whisperer.sh@gmail.com	(910) 777-9014	Yes
Ginny	Harris	ginny.harris@gmail.com	(605) 321-7535	Yes
Linda	Hauser	h2olilie@yahoo.com	(703) 314-9908	Yes
Kevin	Hidenfelter	kevin.hidenfelter@gmail.com	(443) 472-0779	Yes
Madison	Hudson	madisonhudson1993@yahoo.com	(252) 944-1345	Yes
John	lapalucci	yappi327@gmail.com	(919) 422-6276	Yes
Donna	lapalucci	Donna1007@aol.com	(919) 608-8541	Yes
Lynn	Joyner	lsjoyner@nc.rr.com	(984) 286-9473	Yes

First Name	Last Name	Email	Phone	More info?
Martha	Kametches	harrismartha@hotmail.com		Yes
Matthew	King	matthewrussellking@gmail.com		Yes
Mary	Kircher	mkircher@nc.rr.com	(919) 427-4680	Yes
Emily	Larsen	elarsen823@gmail.com	(239) 595-5429	Yes
Doug	Lee	dwssaa@gmail.com		Yes
eric	leiser	ericj1013@gmail.com	(408) 888-4843	Yes
Mark	Lindsey	markrlindsey@gmail.com	(229) 630-5553	Yes
Hayden	Lindsey	hayden@lindsey.name	(919) 559-6005	Yes
Tom	Manley	tmanley@huntonemeritus.com	(919) 744-4800	Yes
Gerrit	Marks	gerrit.j.marks@outlook.com	(919) 810-6521	Yes
George	Massey	gdennismassey0618@gmail.com	(252) 714-0373	Yes
Christina	Mast	info@homewoodnursery.com	(919) 593-2530	Yes
Marc	McNair	mmcnaair@wjgei.com		Yes
Kathryn	Kusibab	Kmellonkusibab@msn.com	(919) 554-0818	Yes
Larry	Metzger	lmetzger@mac.com	(919) 696-4234	Yes
Joe	Micchia	micchiaj@gmail.com		Yes
Gina	Micchia	micchiag@gmail.com	(919) 971-5514	Yes
Gilbert	Miller	gbentonmillerjr@gmail.com	(540) 664-1637	Yes
Cynthia	Montgomery	mandcmontgomery@gmail.com	(919) 225-2256	Yes
Ariel	Mordetsky	polarariel@gmail.com	(954) 629-4217	Yes
Karen	Moseley	klhmoseley@gmail.com	(910) 988-3963	Yes
Louis	Mullinger	louismullinger@gmail.com	(919) 219-5759	Yes
Melanie	Murphy	melanie.murphy@gmail.com	(919) 453-3485	Yes
Ruth	Nassif	uncann69@aol.com	(919) 556-1627	Yes
Richard	Ostergard	richard.ostergard@gmail.com	(919) 741-2471	Yes
Jeff	Palmerton	jeffreypalmerton3@gmail.com	(919) 815-9130	Yes
Thomas	Patchel	tompatchel@gmail.com	(919) 621-8659	Yes
Brenda	Patrick	bpatrick5286@gmail.com	(919) 556-1054	Yes
Stuart	Pattison	stu.pattison@ieee.org	(919) 556-7504	Yes
Julia	Pelillo	juliapelillo@gmail.com	(214) 578-5563	Yes
Ryan	Petersen	ryanlpetersen@gmail.com	(714) 420-8619	Yes
Joel	Pratt	jmpatt46@gmail.com		Yes
Amy	Rettig	amyrettig911@gmail.com	(317) 410-6917	Yes
Kathy	Rice	MoonShadowBaby2005@gmail.com	(919) 451-6917	Yes
Mark	Ruprich	mkruprich@icloud.com		Yes
B	Ryan	baryan885@gmail.com	(919) 749-8436	Yes
Steve	Scattaregia	sscattaregia@gmail.com	(317) 523-8263	Yes
Karen	Schlett-Evaldi	kschlett@nc.rr.com		Yes
Steven	Schnurrer	stevenwfnr@outlook.com	(919) 302-8741	Yes
TARA	SCHRIER	tara.schrier@systemsnnhand.com	(949) 870-8147	Yes

First Name	Last Name	Email	Phone	More info?
Robert	Siegel	zglass01@gmail.com	(919) 606-5660	Yes
Amy	Snow	amyhsnow@gmail.com	(919) 413-3734	Yes
Edward	Starke	edwardstarke@yahoo.com	(919) 816-7709	Yes
Cathi	Stevenson	Cathiastevenson@gmail.com	(978) 518-9794	Yes
Dean	Tryon	dgtryon2516@gmail.com	(919) 562-4660	Yes
Gail	Urbanek	gfurban8@nc.rr.com	(919) 562-0053	Yes
Margaret	Watkins	Mpwatkins@alumni.peace.edu	(919) 426-3850	Yes
Andrea	Will	carolinagirl91@gmail.com		Yes
Thomas	Young	tomyoung@nc.rr.com	(919) 607-2812	Yes
		Zinitholi@gmail.com		
Gail	Neises	cmg1549@yahoo.com		

Three sets of duplicate contact information were removed from this list, indicating at least three people filled out the survey more than once. The last two entries were entered into the comments section, rather than in the contact information sections. The full list of results should be consulted to match specific concerns and responses to an individual.

Wake Forest Country Club Mitigation Project

Location: Wake Forest, NC

Long-term Steward: [NC DEQ Stewardship Program](#)

Additional Project Documents and Information:

<https://www.deq.nc.gov/about/divisions/mitigation-services/project-documents>

Definitions/Acronyms:

DEQ = North Carolina Department of Environmental Quality

DMS = Division of Mitigation Services, a division of DEQ (formerly known as the Ecosystem Enhancement Program, or EEP)

IRT = North Carolina Interagency Review Team, the regulatory agency for mitigation projects. Headed by the US Army Corps of Engineers.

KCI = KCI Technologies, Inc., consulting firm that conducted the Horse Creek Watershed Study under direction of the Town of Wake Forest in 2023-2024.

MY = Monitoring Year; typically, 5-7 years of monitoring and reports are required following mitigation project construction

UT = Unnamed Tributary

Project Timeline:

2002: Restoration plan established with the following original site goals:

- restore riparian buffer.
- reconnect Horse Creek and UT to floodplain.
- increase sinuosity/dissipate instream energy.
- reduce erosion, downstream sedimentation, and property loss within the golf course property.
- improve aquatic habitat; and
- N reductions to Falls Lake / source water protection

2003: Conservation easement (7.98 acres) enacted; contains provisions for active golf course including maintenance of several golf cart crossings, 1 culverted road crossing on Horse Creek, and paved golf cart paths within the easement. The landowner is responsible for maintaining infrastructure within the easement, and the easement and its responsibilities and restrictions transfer with the land upon sale.

2005: Site was constructed under design-build contract using Priority 1 restoration. The MY00 (as-built) report noted several major areas of concern:

- 7 of 18 vegetation plots met 75% survival rates; 2 of 10 had 0% survival; only 5 of 18 had 80% survival. "Vegetative problem areas" were identified in MY00 report but no corrective actions were recommended.
- The MY00 report identifies stream "Problem areas," already showing instability, likely to require maintenance (3), "Areas of concern," - currently stable but showing signs of change that might lead to future instability (6), and "Areas of Difference," that differ from the design (2). The MY00 surveyed cross sections were all larger than the design cross sections.

2006: Design firm performed MY01 monitoring and issued MY01 report:

- 6 of 18 veg plots met 75% survival criteria; 6 of 18 had 0% survival; most problem areas were within the floodplain and were attributed to landowner actions: “Large portions of the riparian buffer have been denuded of the native woody and herbaceous species originally planted there and replaced only by maintained lawn grass.”
- 15 problem areas identified within the Horse Creek stream channel – mainly aggradation in the upstream reaches and degradation in the downstream reaches. No corrective actions were identified but it was noted that intervention would likely be necessary in the future.

2007: The golf course was permanently closed in the fall. Ownership was retained until 2010.

2008: A new firm assumed monitoring duties for MY02 – MY05.

2010: The MY05 report documents multiple failing structures along T1 and southern reach of Horse Creek. It identifies 8% of stream banks as “unstable”; the site was scheduled for invasives treatment and supplemental planting in 2011, but there is no documentation that this took place. Report notes beaver dams along Horse Creek. UT largely dry, with veg growing in lower portion of channel; 3 of 7 (*what happened to the original 18?*) veg plots met survival thresholds.

2010 – 2011: A bank assumed ownership of the property in 2010. The property was put up for sale in 2011.

2012: Property sold to E. Carroll Joyner; New landowner inherited all responsibilities associated with the conservation easement.

2012 to 2019: The new landowner appealed to the IRT to dissolve the conservation easement, which was denied. DMS did not visit the site during this time.

2019: Site closed out by the IRT. It appears that no structural repairs were made, and the site was not replanted; there are no public records of what was agreed upon to close out the site. DMS took approximately 50% credit loss with the IRT to get the site closed out. The conservation easement is now legally enforced by State Property through the DEQ Stewardship program.

2022: The landowner unsuccessfully appealed to the IRT to add an additional crossing within the UT in April. The landowner also attempted to gift the undevelopable land within the floodplain to the Town of Wake Forest for the creation of a park; this fell through partially because the Town was wary of taking control of the conservation easement, and partially because an adjacent parcel that would have provided access was purchased by an HOA.

2023: KCI staff visited the southern half of the project, which is failing. The banks of the lower portion of the project are sparsely vegetated. Multiple cross vane structures appear to have been designed or constructed incorrectly (not tied in to bankfull, stones are too small, etc.) KCI observed at least 3 structures where the stream was eroding out the bank around the tie-in, where structure materials have been mobilized by peak flows and were in the channel downstream, and where the channel was actively eroding and adjusting planform. Additionally, the two corrugated culvert pipes at the road crossing have become blocked by debris and the crossing is in the process of failing. Horse Creek has undermined the pavement, which is partially collapsed on the bank-left side of the crossing. There was evidence that the debris jam in the culvert has caused Horse Creek to flood the right bank of the project near the UT during peak flows.

Future events may result in complete crossing failure, mobilization of the culvert structure materials, downcutting, widening, and a potential migration of the channel.

Discussion

It is likely that the site's failure is due to a combination of factors, including inadequate design or construction that did not achieve the original design objectives, site constraints adjacent to the original project, including utility easements and maintained golf course fairways that limited the design, failure to achieve successful riparian corridor revegetation following construction, potential encroachments associated with golf course maintenance, and a lack of maintenance of the crossings and culverts once the golf course closed.

As it exists now, the site is not providing adequate riparian buffer to mitigate the effects of potential adjacent land use changes. Additionally, the unstable channel appears to be a source of both sediment, and potentially stored nutrients from within former golf course soils, into Falls Lake via Horse Creek. The project is not achieving its intended goals and will likely become more unstable as the instream structures continue to deteriorate and the proposed development of adjacent lands takes place.

Appendix D: Implementation Support Materials

- Table of Collaborative Projects Implemented Under the IAIA
- Example MOA for Collaborative Project

Summary Information for the Participating Jurisdiction:															
Local government submitting the annual report:				UNRBA CGC											
Minimum annual investment level specified in the UNRBA Bylaws:				\$1,521,080											
Reporting period (fiscal year):				FY2023											
Total investment for fiscal year (cash and inkind expended for specific project(s)):				\$3,040,490											
Carry over from previous year (not applicable the first year):				3990288											
Carry over to next fiscal year(s):				\$5,509,699											
Contact information for the person submitting the report for this fiscal year:				Forrest Westall											
Email				forrest.westall@unrba.org											
Phone Number				(919) 339-3679											
Individual Project or Activity Information:															
Local Government Claiming Credit	Local Government project ID Number	Project Type	Funding Option	Project Location (County)	Partners	Benefits and Linkages to Water Quality or Quantity Improvement	Additional Benefits (if Applicable)	Project Status	Completion of Construction or Full Implementation (Fiscal Year)	Total Project Cost (All Partners, All Years)	Estimated Annual TN Reduction (lb-N/yr)	Estimated Annual TP Reduction (lb-P/yr)	Nutrient Credit Estimation Method	Date of Last Project Update	Narrative Project Description and Benefits
Franklin County	1	Stormwater control measures (State-approved SCMs)	Self-funded	Franklin	DMS	Nutrients	Flood Control	Design, Permitting	N/A	TBD	2.2 lbs	0.33 lbs	DWR Crediting document	10/26/2023	
Orange County	5	Hydrilla removal and control	Self-funded	Orange	Multiple (Eno River Hydrilla Management Task Force)	Other/Multiple	Hydrilla removal can improve water quality and quantity	Other	Ongoing effort	Multiple partners, total unknown at this time	TBD	TBD	Other (user entered)	9/29/2023	Orange County Hydrilla Removal: Hydrilla removal was recently added to the list of eligible activities that would could towards jurisdictional investment in the IAIA. N & P reductions have yet to be assigned for hydrilla removal, so values are TBD. These efforts will be conducted throughout the Falls Lake watershed within Orange County so specific Lat/Long is not provided. Per Memorandum from DWR on 2/10/2022, hydrilla can lead to loss of recreational use of waters and increased flood duration and intensity from obstruction of waterways. It can also negatively impact water quality and harm aquatic life by depleting oxygen levels and can increase nutrients released from sediment. For those reasons, hydrilla containment and removal has been considered as likely benefitting water quality and quantity.
Person County	729-000	Stormwater control measures (State-approved SCMs)	Self-funded	Person	Piedmont Conservation Council for Env. Enhancement Grant	Peak flow reduction	Conservation; community outreach	Design, Permitting	2027	\$ 571,970.00	TBD with BMPs	TBD with BMPs	DWR Crediting document	1/3/2023	Architectural/engineering firm selected to begin work on the design of a new SW control measure at the Rock Athletic Complex; benefits are co-location of needed SW mitigation within existing parks & getting BMPs to determine nutrient loads & their mitigation requirements. RFP issued for complete design of the County Farm site and a project schedule towards constructing a passive recreational park with stormwater controls for IAIA compliance; Special Use Permit approved to convert the site into a park.
City of Durham	CT 16214 Stream Vegetation Management	Stream and riparian buffer restoration and enhancement	Self-funded	Durham	City of Durham	Other/Multiple	ecosystem service benefits	In Service/Operation and Maintenance	2025	\$ 54,842.25	n/a	n/a	Other (user entered)	6/30/2023	Invasive vegetation management within the Falls Lake watershed to preserve riparian buffer function, multiple locations. This is a three year contract. Benefits include improvements to buffer vegetation and reduction of invasive vegetation
City of Durham	CT 16301 Interlocal Agreement with SWCD	Green infrastructure and other best management practices (BMPs)	Self-funded	Durham	City of Durham	Other/Multiple	ecosystem service benefits	Other	2025	\$ 90,000.00	n/a	n/a	SNAP version x.x.	6/30/2023	The City has entered into an interlocal agreement with the Durham and Soil and Water Conservation District and paid them \$90,000 for the implementation of residential retrofits. Upcoming reports will show where the projects are, and these will be reported on next year. Nutrient reductions are calculated using latest version o the SNAP tool.
City of Durham	CT 18267 - catch basin pilot study	Green infrastructure and other best management practices (BMPs)	Self-funded	Durham	City of Durham	Other/Multiple	nutrients, gross solids removal	In Service/Operation and Maintenance	2023	\$ 67,701.13	35.69 N/yr	3.16 P/yr	Monitoring data	6/30/2023	Catch Basin Insert Pilot Study - SP-2021-01. Pilot study to install gross solid filter inserts into catch basins in downtown Durham. Multiple locations. Benefits include nutrients, gross solid and sediment reduction. Study complete, but City is undertaking ongoing maintenance of two catch basins from this study.
City of Durham	CT 18728 South Ellerbe Soil Removal, Phase 2	Green infrastructure and other best management practices (BMPs)	Self-funded	Durham	City of Durham	Other/Multiple	ecosystem service benefits	Construction/Installation	2023	\$ 1,536,744.00	n/a	n/a	Other (user entered)	6/30/2023	Phase 2 of the South Ellerbe Stormwater Restoration and includes soil removal in preparation for Phase 3 of the construction project. Benefits include reduction of nutrients, sediment, and peak flow reduction. Nutrient reductions will be indicated in the phase 3 construction
City of Durham	CT14277 - South Ellerbe Prof Services	Green infrastructure and other best management practices (BMPs)	Self-funded	Durham	City of Durham	Other/Multiple	ecosystem service benefits	Design, Permitting	2024	\$ 3,952,037.00	n/a	n/a	Other (user entered)	9/1/2023	South Ellerbe Stormwater Restoration Professional Services. This project will create a combination of restored streams and a wetland that will provide a natural system for reducing and removing pollutants from an urban watershed, most of which was developed prior to the adoption of stormwater regulations . Nutrient reductions will be indicated in the phase 3 construction. Additional ecosystem service benefits will include flood reduction, native plantings, increased wildlife habitat, expanded green space, and educational opportunities.
City of Durham	Hydrilla Eradication	Green infrastructure and other best management practices (BMPs)	Self-funded	Durham	City of Durham	Other/Multiple	ecosystem service benefits	Other	2024	\$ 8,300.00	n/a	n/a	Other (user entered)	7/10/2022	City Department of Water Management funding of hydrilla monitoring and eradication to improve water quality in the Eno River, multiple locations. Benefits include improvements to aquatic life and reduction of invasive aquatic plant
Durham County	DCO NMS Study	Administrative costs associated with the participation in the IAIA	Self-funded	Durham		Nutrients		Other	FY23	\$ 221,243.00			SNAP version x.x.	9/25/2023	In February 2021, Durham County contracted WK Dickson for assistance in developing its Nutrient Management Strategy for addressing the requirements of the Falls Lake Rules. In accordance with the County's Stormwater Guiding Principles of Compliance, Efficiency, Resiliency, and Environmental Justice, WK Dickson developed a project selection rubric. They then identified potential 15 potential project sites for nutrient reduction. Those sites were narrowed to 10. Field evaluation by WKD and County staff finalized 6 sites for further project development. At the end of FY22, projects have been developed for those 6 sites including bioretention, stream restoration, stormwater wetlands, RSC, and other practices. Construction cost estimates and project renderings were also developed. In FY23, those projects were brought to the County Board of Commissioners and the Neal Middle School Bioretention Project was selected. Additionally, the Whispering Pines Mobile Home Park Stream Restoration Project was also selected for LASII Grant Application..
Durham County	AWCP	Hydrilla removal and control	Other organization agreement	Durham		Other/Multiple	Aqatic weed removal	Other	FY23	\$ 44,478.02				9/25/2023	Durham County's participation in the Aquatic Weed Control Program.
Durham County	Neal Middle School Bioretention Project	Stormwater control measures (State-approved SCMs)	Self-funded	Durham		Nutrients		Design, Permitting	FY25	\$ 450,000.00	9.73	0.1	SNAP version x.x.	9/25/2023	The Neal Middle School Bioretention Project was selected as the County's first stormwater project to be funded by the Stormwater Utility for compliance with the IAIA and nutrient removal targets. The project will treat approximately 4.5 acres of previously untreated impervious area at Neal Middle School at the corner of Wake Forest Highway and Baptist Rd in Durham County. The project will also incorporate a significant educational element and will be incorporated into the Science curriculum at Neal Middle. The County received \$225,000 in funding from the Environmental Enhancement Grant Program in the North Carolina Attorney General's Office. In FY23, the County published a request for proposals and WK Dickson was selected to design and manage construction of the project. Construction is scheduled for the summer of 2024.
Town of Hillsborough	IAIA-22-2	Green infrastructure and other best management practices (BMPs)	Other organization agreement	Orange	Piedmont Conservation Council, Orange Habitat for Humanity, NCEEG Grant	Nutrients	ecosystem services, sustainability, outreach, environmental justice, research	Construction/Installation	2024	\$225,258.96	19.32	5.66	SNAP version x.x.	8/28/2023	Odie St GI Project - Design and construct stormwater green infrastructure treating impervious surface within the Odie Street Habitat for Humanity Neighborhood. Provides multiple benefits including nutrient reduction, peak flow attenuation, ecosystem benefits and includes an educational component to a historically underserved community.
Town of Hillsborough	IAIA-23-7	Hydrilla removal and control	Other organization agreement	Orange	Eno River Hydrilla Management Task Force	Other/Multiple	Nutrient reduction, aquatic habitat improvement	Other	On-going	unknown	tba	tba	Other (user entered)	8/28/2023	Eno River Hydrilla Management Project - Cost share for treating invasive hydrilla plant by the Eno River Hydrilla Management Task Force. Provides multiple benefits including nutrient reductions and aquatic habitat improvement.
Orange County	6	Stormwater control measures (State-approved SCMs)	Self-funded	Orange	N/A	Other/Multiple	Nutrient reduction, Peak Flow Reduction, Environmental Education	Design, Permitting	Spring 2024	Total unknown at this time (bid award in progress)	TBD	TBD	Other (user entered)	9/29/2023	Gravelly Hill Middle School Stormwater Wetland Retrofit: Project is a retrofit of a relic sediment basin that was never removed during the construction of Gravelly Hill Middle School to a stormwater wetland with an outdoor classroom area and educational signage. We are only in the permitting / bid award phase of this project so total costs, N & P reductions, etc. are unknown at this time and TBD.
Town of Hillsborough	IAIA-23-9	Stream and riparian buffer restoration and enhancement	Other organization agreement	Orange	Piedmont Conservation Council, Orange Habitat for Humanity, NCEEG Grant	Other/Multiple	ecosystem services, sustainability, outreach, environmental justice, sediment	Design, Permitting	2024	\$ 202,465.00	tba	tba	Other (user entered)	8/25/2023	Odie St Stabilization Project - Stabilize existing ephemeral/intermittent stream channel and plant riparian vegetation; while this is a separate project, it is part of the overall Odie Street/Habitat for Humanity project. Stabilizing the stream will reduce sediment and erosion, while stabilizing the road bed along the channel.
City of Durham	IDDE SSO Response	Illicit discharge detection and elimination	Self-funded	Durham	City of Durham	Other/Multiple	nutrients, sediment, pathogens, toxics, preservation of public and aquatic health	In Service/Operation and Maintenance	ongoing	n/a	14 lb N/yr	2.6 lb P/yr	DWR Crediting document	8/16/2023	Calculations based on Memorandum: Approval of Remedying Illicit Discharges Nutrient Reduction Practice, Zimmerman, NC DEQ DWR, 2017.. Source specific eliminated load method for dry weather sanitary sewer overflows (SSOs). Ongoing response program implemented by Water Management and Public Works to identify, contain, and properly dispose of SSO discharges.
Town of Butner	SGWASA I-85 Project	Illicit discharge detection and elimination	Interlocal agreement	Granville	SGWASA Creedmoor Granville Co. Stem	Peak flow reduction	Nutrients	Design, Permitting	Appx 2028	\$ 44,100,000.00			DWR Crediting document	4/15/2023	Repair and replacement of surcharging pump stations, sewer pipes, and appurtenances currently leaking sewage, which lead to illicit discharges.
Town of Hillsborough	IAIA-23-6	Stormwater control measures (State-approved SCMs)	Self-funded	Orange	None	Water storage	Peak flow reduction, sustainability	In Service/Operation and Maintenance	2023	\$ 10,017.04	Variable	Variable	DWR Crediting document	8/25/2023	CCP Cistem Project - Install an above ground cistem and associated appurtenances at the town's Cates Creek Park; water to be used for irrigation of plants and gardens within the park.
Town of Hillsborough	IAIA-23-8	Green infrastructure and other best management practices (BMPs)	Self-funded	Orange	None	Nutrients	ecysystem services, sustainability, pollinator habitat	In Service/Operation and Maintenance	2023	\$ 593.64	0.05	0.01	DWR Crediting document	8/25/2023	Riverwalk Compost Blanket Project - Install compost blanket to alleviate erosion and increase infiltration on an eroded slope along Riverwalk Greenway. Project also provides native pollinator habitat.
Town of Hillsborough	IAIA-23-10	Stream and riparian buffer restoration and enhancement	Self-funded	Orange	None	Nutrients	ecysystem services, sustainability, sediment	In Service/Operation and Maintenance	2023	\$ 3,500.00	0.18	0.13	SNAP version x.x.	8/28/2023	Murray St and Turnip Patch Park Riparian Buffer Enhancement Project - plant additional trees and shrubs within the riparian buffer at these two town parks.
Wake County		Stormwater control measures (State-approved SCMs)	Self-funded	Wake		Nutrients		Design, Permitting	FY 25	\$317,800	2.48	0.32	SNAP version x.x.	8/17/2023	Wake County completed the design for retrofit of an existing dry detention to a bioretention and installation of a new linear bioretention at Northern Wake Fire Station #2. The 8.5 ac is located on a UT to Falls Lake. The project is located in the Protected Area of Falls Lake and ~0.5mi outside of the Critical Area. Initial project construction pre-dated Falls Lake Rules. The SNAP tool estimates an 86% reduction of nitrogen and 88% reduction of phosphorous with installation of the two bioretention projects. Wake County will seek partnerships to assist with funding construction in FY 25.
City of Durham	Tree Planting	Green infrastructure and other best management practices (BMPs)	Self-funded	Durham	City of Durham	Other/Multiple	ecosystem service benefits	Construction/Installation	2023	\$ 805.00	n/a	n/a	Other (user entered)	6/30/2023	Enhancement of City's tree canopy. 25 of 564 trees were planted in the Falls Lake watershed. Benefits include improvement of urban tree canopy in partnership with General Services. Multiple locations.
Wake County		Stream and riparian buffer restoration and enhancement	Other organization agreement	Wake	Wake Soil and Water Conservation District	Sediment	Ecosystem Service Benefits	In Service/Operation and Maintenance	FY 23	\$ 39,010.00			Other (user entered)	5/24/2023	Stream and riparian buffer restoration and enhancement
City of Raleigh		Land conservation	Self-funded	Granville	Durham County US Army National Guard	Other/Multiple	Reduces sediment load to downstream reservoirs	In Service/Operation and Maintenance	Completed	\$ 1,402,254.00	6 lbs	102 lbs	Other (user entered)	10/3/2023	The project, known as the Newsome project, consists of 177 forested acres and approximately 5,000 linear feet of stream frontage along Camp Creek, which drains into Knapp of Reeds Creek before reaching Falls Lake. The Triangle Land Conservancy will hold the easement to property and will be responsible for the stewardship and monitoring requirements.

Odie Street Green Infrastructure Memorandum of Agreement

This agreement is made and entered into between Piedmont Conservation Council, Inc. (“PCC”) and the Town of Hillsborough (the “Town”) to establish terms of agreement for the Odie Street Green Infrastructure Project (the “Project”). PCC and the Town are sometimes referred to herein as “the Parties”.

Purpose/Background:

The overall goal of the Odie Street Green Infrastructure project is to design and construct green infrastructure that controls and treats stormwater runoff in the Town’s Odie Street neighborhood and achieves environmental, social, and economic benefits for the Odie Street residents and the larger Fairview community. PCC has been awarded funding for the project from the North Carolina Environmental Enhancement Grant program (NCEEG). The purpose of this agreement is to set forth the terms by which PCC and the Town will cooperate to fulfill the proposed outcomes of the NCEEG Odie Street Green Infrastructure grant.

Whereas, The Town of Hillsborough operates a stormwater management program that works to reduce stormwater runoff impacts to local water bodies.

Whereas, the Odie Street neighborhood is located within the Town of Hillsborough municipal boundary and was developed prior to the enactment of current stormwater management regulations, and, therefore, stormwater runoff generated within the neighborhood is not currently being controlled or treated for water quality consistent with current stormwater management regulations.

Whereas, the construction of green infrastructure that controls and treats stormwater runoff would reduce nutrient and sediment pollution in stormwater runoff generated within the Odie Street neighborhood.

NOW, THEREFORE, in consideration of the parties and their mutual promises, covenants and agreements hereinafter set forth, the parties agree as follows:

Terms:

- A. The Town will provide a total cash match of \$30,000 over the NCEEG grant period for the GI design (\$10,000), construction (\$14,900) and installation of permanent educational signage (\$5,100) for the Project. The cash match is allocated from funds budgeted to meet the Town’s

required annual expenditures pursuant to the Upper Neuse River Basin Association's (UNRBA) *Interim Alternate Implementation Approach* (IAIA). The IAIA is a group compliance program administered by the UNRBA to comply with Stage 1 of the Stormwater Management for Existing Development rule (15A NCAC 02B .0278) which is part of the state's Falls Lake Nutrient Management Strategy (15A NCAC 02B .0275).

- B. The Town will provide an in-kind match with a total value of \$18,000 for the Project, broken down as follows: Town staff assistance and use of materials during education events (\$2,900), development of a promotional video (\$3,300), coordination of green infrastructure design process (\$5,700), construction oversight (\$3,600), design of an educational sign (\$1,800), and documentation of the success measures for outcomes 1-3 and the design workshop evaluation (\$700) as outlined in the NCEEG grant proposal.
- C. The Town will report to PCC their in-kind hours and use of equipment/materials on a monthly basis. The Town will provide additional reporting or documentation, upon request as soon as reasonable.
- D. If the Town pays any Project-related costs to vendors directly, the Town will retain a copy of the payment method and will make available to PCC the verification of payment.
- E. PCC will provide invoices to the Town for portions of the design and construction to be paid by the Town as a cash match. The invoices may be in the form of a letter that specifies the items and amounts for which PCC seeks reimbursement. The invoice shall be signed by PCC and provide space for a Town signature and purchase order number.

Issue Elevation:

Any disputes arising out of this agreement shall be resolved in the most informal way possible for the mutual interest of all Parties. Claims should be submitted to the other Party in writing for prompt resolution. The Parties shall negotiate in good faith and use all reasonable efforts to resolve disputes.

Authorities:

Nothing in this Memorandum of Agreement shall be construed to or is intended to conflict with current laws or regulations of the United States of America, the State of North Carolina, Orange County, or the Town of Hillsborough. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this Memorandum of Agreement shall remain in full force and effect.

Amendments:

This Memorandum of Agreement may be amended when such an amendment is agreed to in writing by all Parties. The amendment will be effective on the date a copy of the amended MEMORANDUM OF AGREEMENT has been signed by all Parties.

Duration/Termination:

This Memorandum of Agreement shall become effective on **upon signing by both Parties**. If either party determines that the terms of the Memorandum of Agreement will not or cannot be carried out, that Party shall immediately consult with the other Party to develop an amendment to this Agreement. If within fourteen (14) days after initial notice by a Party of the inability to perform any term(s) of this agreement then either Party may terminate the Memorandum of Agreement upon written notification to the other Party.

This Memorandum of Agreement shall remain in effect for the duration of the NCEEG Odie Street Green Infrastructure funding period but in any event shall expire on December 31, 2024 unless further extended in writing by the Parties.

Principal Contacts:

The principal contacts for this agreement are:

PCC:

Ginell Rogers, Executive Director

201 E. Main Street, 5th Floor

Durham, NC 27701

252-412-0018

ginell@piedmontconservation.org

Town:

Heather Fisher, Stormwater Coordinator

Stormwater & Environmental Services Division

P.O. Box 429

Hillsborough, NC 27278

919-296-9622

heather.fisher@hillsboroughnc.gov

AND NOW, this 12th day of January 2022, the parties hereby acknowledge the foregoing as the terms and conditions of this Agreement.

PCC

TOWN

Jessica Perrin

Jessica Perrin, Chair, PCC Board of Directors

Margaret Hauth

Margaret Hauth, Assistant Town Manager

1/12/2022

Date

Jan 13, 2022

Date

This instrument has been pre-audited in the manner required by N.C. Gen. Stat. 159-29.

Tiffany Long

Finance Director

----- The Remainder of this Page is Left Intentionally Blank -----



Board of Commissioners Agenda Item Report

Agenda Item No.: 2024-255-
Submitted by: Aileen J. Staples
Submitting Department: Finance
Meeting Date: August 20, 2024

SUBJECT

Approval of Resolution to Participate in North Carolina Cooperative Liquid Assets Securities Systems (North Carolina CLASS)

Recommendation:

Approval as submitted

Item Summary:

ATTACHMENTS

- [NCCLASS Resolution_Summary.pdf](#)
- [Resolution 2024-xx_NC CLASS.docx](#)
- [NC CLASS - Wake Forest Resolution\(189756991.1\).docx](#)
- [NC CLASS - Wake Forest Joinder Agreement\(189756743.1\).docx](#)
- [NCCLASS_Participation_Packet.pdf](#)

Agenda Item:

Approval of Resolution to Participate in North Carolina Cooperative Liquid Assets Securities (NC CLASS)

Item Summary:

Staff provided an overview of NC CLASS at the August 6 work session. NC CLASS is a local government investment pool offering daily liquidity that provides a competitive rate while preserving capital. This solution offers the town an opportunity to gain a little more in investment earnings.

Attachments:

- Resolution

RESOLUTION 2024-xx

RESOLUTION TO PARTICIPATE IN NORTH CAROLINA COOPERATIVE LIQUID
ASSETS SECURITIES SYSTEMS (NC CLASS)

WHEREAS the Town of Wake Forest desires to maximize its return on investments while preserving capital;

WHEREAS the Board of Commissioners wish to pursue options to diversify town funds in a safe and liquid manner and pursuant to the provisions of Section 159-30 of General Statutes of North Carolina which provides guidelines for any local government to invest idle funds, and

NOW, THEREFORE, BE IT RESOLVED the Board of Commissioners of the Town of Wake Forest authorizes the Chief Financial Officer to act on behalf of the Town of Wake Forest to execute and administer all documents related to participating and joining the N.C. Cooperative Liquid Assets Securities System.

Duly adopted this 20th day of August.

Vivian A. Jones
Mayor

(ATTEST)

Theresa Savary
Town Clerk

RESOLUTION TO PARTICIPATE IN NORTH CAROLINA COOPERATIVE LIQUID ASSETS SECURITIES SYSTEMS

A resolution authorizing the Town of Wake Forest, North Carolina (the "Town") to join with other political subdivisions of the State of North Carolina as a Participant ("Participant") in the North Carolina Cooperative Liquid Assets Securities System (North Carolina CLASS) (the "Trust") to pool funds for investment.

WHEREAS, the provisions of Section 159-30 of the General Statutes of North Carolina, as amended ("N.C. Gen. Stat."), provide the guidelines for any local government or public authority of the State of North Carolina (a "Local Government" or "Local Government Unit") to invest idle funds;

WHEREAS, under N.C. Gen. Stat. § 159-30(c)(10), moneys may be invested in a commingled investment pool established by interlocal agreement pursuant to N.C. Gen. Stat. § 160A-460 through 160A-464 (a "Local Government Investment Pool"), if the investments of the Local Government Investment Pool are limited to those qualifying for investment under N.C. Gen. Stat. § 159-30(c) or other laws of the State of North Carolina governing the investment of monies of a Local Government Unit ("Permitted Investments");

WHEREAS, certain Local Government Units have executed an Interlocal Agreement dated March 1, 2023 (the "Original Interlocal Agreement" and as supplemented and amended the "Interlocal Agreement") for the purpose of creating the Trust or executed a joinder agreement for purposes of joining the Original Interlocal Agreement;

WHEREAS, the Trust is governed by the terms of an Indenture of Trust dated as of March 1, 2023 (the "Indenture"), which provides for the deposit of the pooled idle funds in the Trust and the investment of such funds in only Permitted Investments;

WHEREAS, the Town desires to become a party to the Interlocal Agreement and a Participant in the Trust.

NOW, THEREFORE, it is hereby RESOLVED by the Board of Commissioners (the "Governing Body") of the Town as follows:

1. The Governing Body hereby approves the Town becoming a party to the Interlocal Agreement and its participation in the Trust, which is governed by the Indenture.

2. The Governing Body authorizes the execution and delivery of a joinder agreement to Interlocal Agreement (the "Joinder Agreement") substantially in the form presented at this meeting, together with such changes, modifications and deletions as may be approved by the Town's Chief Financial Officer (the "Finance Officer"). The approval of the Joinder Agreement will be evidenced conclusively by the execution and delivery of the Joinder Agreement by the Finance Officer.

3. The Finance Officer is hereby authorized to take or cause to be taken any and all such other actions as they may determine in their discretion to be necessary or advisable or in the best interest of the Town in order to effectuate, complete and carry out the intent and purposes of the foregoing resolutions and the management, supervision, and investment of the Town's idle funds, including, but not limited to, the execution of all depository forms or other documents required by the administrator, the custodian or the investment advisor of the Trust and execution of amendments to the Interlocal Agreement entered into for the purpose of (i) adding an additional Participant to the Trust or (ii) which do not have financial implications for the Town.

4. The Governing Body hereby approves the Finance Officer to serve as the Town's Authorized Representative under the Interlocal Agreement and the Indenture and in such capacity shall remain responsible for the management, supervision and investment of the Town's idle funds.

The undersigned hereby certifies that the Town Board of Commissioners has enacted this Resolution, or another form of Resolution, a copy of which is enclosed, and that such Resolution is a true and correct copy of the original which is in my possession.

Authorized Signature

Title

Printed Name

Date

JOINDER AGREEMENT TO INTERLOCAL AGREEMENT

North Carolina Cooperative Liquid Assets Securities System
(North Carolina CLASS)

This JOINDER AGREEMENT TO INTERLOCAL AGREEMENT (this "Joinder Agreement") is dated _____, 2024, and is between the current Parties listed in Exhibit A (the "Existing Parties"), and the **TOWN OF WAKE FOREST, NORTH CAROLINA**, a municipal corporation and body politic and corporate of the State of North Carolina (the "Town of Wake Forest");

A. The provisions of Section 159-30 of the General Statutes of North Carolina, as amended ("N.C. Gen. Stat."), enable any local government or public authority of the State of North Carolina (a "Local Government" or "Local Government Unit") to invest idle funds.

B. Under N.C. Gen. Stat. § 159-30(c)(10), moneys may be invested in a commingled investment pool established by interlocal agreement pursuant to N.C. Gen. Stat. § 160A-460 through 160A-464 (a "Local Government Investment Pool"), if the investments of the Local Government Investment Pool are limited to those qualifying for investment under N.C. Gen. Stat. § 159-30(c) or other laws of the State of North Carolina governing the investment of monies of a Local Government Unit.

C. The Existing Parties are parties to an Interlocal Agreement dated March 1, 2023 (the "Original Interlocal Agreement" and as supplemented and amended, the "Interlocal Agreement"), executed for the purposes of establishing a Local Government Investment Pool, known as the "North Carolina Cooperative Liquid Assets Securities System (North Carolina CLASS)" (the "Trust").

D. Certain of the Existing Parties were the Parties to the Original Interlocal Agreement and the remaining Existing Parties joined the Interlocal Agreement by amendment or joinder agreement, and Exhibit A is the list of the current Parties to the Interlocal Agreement.

E. The Town of Wake Forest desires to become a Party to the Interlocal Agreement for purposes of becoming Participant in the Trust.

F. The purpose of this Joinder Agreement is to comply with the requirements of Section 1.03 of the Original Interlocal Agreement which sets out the requirements to be satisfied as a condition of becoming a Party to the Interlocal Agreement and a Participant in the Trust.

NOW, THEREFORE, the parties hereto agree as follows:

1. The Town of Wake Forest agrees (i) to become a Party to the Interlocal Agreement, (ii) to become a Participant in the Trust and (iii) to be bound by the terms and provisions of the Interlocal Agreement and the Indenture.

2. The Town of Wake Forest hereby represents and warrants that:

a. the Town of Wake Forest has full power and authority to execute, deliver and perform under this Joinder Agreement, which has been duly authorized by resolution approved by the Board of Commissioners of the Town of Wake Forest;

b. the representations contained in Section 3.01 of the Original Interlocal Agreement are true and correct in all material respects with the same effect as though such representations and warranties had been made on the date hereof; and

c. the Town of Wake Forest has received and reviewed a copy of the Indenture of Trust and the Information Statement.

3. Capitalized words and terms used in this Joinder Agreement and not defined herein shall have the same meanings in this Joinder Agreement as such words and terms are given in the Interlocal Agreement.

4. This Joinder Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument that shall be sufficiently evidenced by any such original counterpart.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in their corporate names by their duly authorized officers, all as of the date first above written.

TOWN OF WAKE FOREST, NORTH CAROLINA

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

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

ATTEST:

This instrument is approved as to form and legal sufficiency.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

ACKNOWLEDGED:

NORTH CAROLINA COOPERATIVE LIQUID ASSETS SECURITIES SYSTEM (NORTH CAROLINA CLASS)

By: _____
Name: Drew Holland
Title: Chairman

EXHIBIT A
EXISTING PARTICIPANTS¹

Town of Hope Mills, NC
Lincoln County, NC
City of New Bern, NC
City of Rocky Mount, NC
Gaston County, NC
Town of Holden Beach, NC
City of Hickory, NC
Roanoke Rapids Sanitary District Board
Richmond County, NC
City of Burlington, NC
Harnett County, NC
Town of Knightdale, NC
Village of Bald Head Island, NC
Mecklenburg County, NC
Buncombe County, NC
Town of Waynesville, NC
Town of Trent Woods, NC
City of Lincolnton, NC
Town of Scotland Neck, NC
City of Asheville, NC
City of Concord, NC

¹ To be updated at execution.



North Carolina CLASS Participation Packet



Appendix C: Entity Participation Form

Entity Information

Entity Name (Participant) _____

Entity Type: ☐ City/Town ☐ County ☐ Special District
☐ Other (Specify) _____

Mailing Address _____

City _____ Zip _____ County _____

Physical Address (if different than above) _____

City _____ Zip _____ County _____

Tax ID _____ Fiscal Year-End Date (Month/Day) _____

I authorize North Carolina CLASS and its transfer agent and administrator to act on any instructions believed to be genuine for any service authorized on this form. I agree that North Carolina CLASS, its transfer agent, and administrator, Public Trust Advisors LLC, and their respective officers, directors, affiliates, representatives, employees and agents (each an "Indemnified Party") will not be liable for any losses, claims, expenses and liabilities (collectively, the "Losses") that result from accepting such instructions, and I agree to indemnify and hold harmless each Indemnified Party from and against any and all Losses arising from or resulting from such reliance on, or acceptance of, such instructions. Withdrawal proceeds can be sent only to the bank(s) indicated below unless changed by written instructions. Each local government is responsible for notifying the Trust of any changes to its account(s).

Wires will be distributed every hour with the final distribution ending at 12:00 p.m. ET; distribution times are subject to change as needed by the North Carolina CLASS Administrator. Additionally, North Carolina CLASS must be notified of any contributions by 12:00 p.m. ET to receive same day credit. **If funds are not received by 5:00 p.m. ET, contribution orders will be voided.**

Banking Information

Bank Name _____ Bank Routing Number (ABA) _____

Account Title _____ Account Number _____

Bank Contact _____ Contact's Phone Number _____

☐ Wire ☐ ACH ☐ Both

Additional Banking Information (Optional)

Bank Name _____ Bank Routing Number (ABA) _____

Account Title _____ Account Number _____

Bank Contact _____ Contact's Phone Number _____

☐ Wire ☐ ACH ☐ Both

*If there will only be one Authorized Signer on the North Carolina account, bank contact must be provided to verify bank account information

Appendix D: Participant Contact Information Form

Authorized Signers Can :	Read-Only Users Can
Approve changes to the Investor Profile Update banking/contact information Process Transactions Receive account updates	Receive account updates Request "view-only" access to monthly statements and transaction confirmations

All contacts listed on the account will receive email notifications when transaction confirmation documents and monthly statements are available for download in the online portal.

Key Contact and Authorized Signer

Print First and Last Name

Title

Signature Required

Phone (Required if Authorized Signer)

Email (Required if Authorized Signer)

Fax

Additional Contact (Optional) Note – North Carolina CLASS strongly advises each participant to have multiple authorized signers to help prevent fraud

Print First and Last Name

Title

***(Signature Required if Authorized Signer)**

Phone (Required if Authorized Signer)

Email (Required if Authorized Signer)

Fax

Permissions (check only one)

☐ Authorized Signer to Move Funds*

☐ Read-Only Access

Additional Contact (Optional)

Print First and Last Name

Title

***(Signature Required if Authorized Signer)**

Phone (Required if Authorized Signer)

Email (Required if Authorized Signer)

Fax

Permissions (check only one)

☐ Authorized Signer to Move Funds*

☐ Read-Only Access

*The key contact on an account is the main point of contact for an entity. They receive voting credentials for Board of Trustee elections and all other important communications.

Appendix D: Participant Contact Information Form (Cont.)

Additional Contact (Optional)

Print First and Last Name

Title

***(Signature Required if Authorized Signer)**

Phone (Required if Authorized Signer)

Email (Required if Authorized Signer)

Fax

Permissions (check only one)

- ☐ Authorized Signer to Move Funds*
- ☐ Read-Only Access

Additional Contact (Optional)

Print First and Last Name

Title

***(Signature Required if Authorized Signer)**

Phone (Required if Authorized Signer)

Email (Required if Authorized Signer)

Fax

Permissions (check only one)

- ☐ Authorized Signer to Move Funds*
- ☐ Read-Only Access

Additional Contact (Optional)

Print First and Last Name

Title

***(Signature Required if Authorized Signer)**

Phone (Required if Authorized Signer)

Email (Required if Authorized Signer)

Fax

Permissions (check only one)

- ☐ Authorized Signer to Move Funds*
- ☐ Read-Only Access



Appendix E: Accounts to be Established

Entity Name: _____

Desired Subaccount Name(s)* i.e. General Fund, etc.:

(To be completed by Participant)

Note: At least one Subaccount is required

*Name must be limited to 35 characters.

Once your North Carolina CLASS account has been established, you will receive a confirmation email with your login credentials from no-reply@ncclass.com. If you do not receive your login credentials within 48 business hours of submission, please first check your junk or spam folder before contacting the North Carolina CLASS Client Service team.



Board of Commissioners Agenda Item Report

Agenda Item No.: 2024-265-
Submitted by: Candace Davis
Submitting Department: Administration
Meeting Date: August 20, 2024

SUBJECT

Approval of Advisory Board Ordinance Amendments

Recommendation:

Item Summary:

ATTACHMENTS

- [BOC_SummarySheet_AdvisoryBoardOrdinanceAmendments_8.20.2024.pdf](#)
- [2024 Human Relations Council Ordinance_Clean Copy_Aug202420.doc.pdf](#)
- [2024 Human Relations Council Ordinance Amendment_Aug202420.pdf](#)
- [2024 Parks, Recreation & Cultural Resources Ordinance_Clean Copy_Aug202420.pdf](#)
- [2024 Parks, Recreation & Cultural Resources Ordinance Amendment_Aug202420.pdf](#)
- [2024 Public Art Commission Ordinance_Clean Copy_Aug202420.pdf](#)
- [2024 Public Art Commission Ordinance Amendment_Aug202420.pdf](#)
- [2024 Technology Advisory Board Ordinance_Clean Copy_Aug202420.pdf](#)
- [2024 Technology Advisory Board Ordinance Amendment_Aug202420.pdf](#)
- [2024 Urban Forestry Board Ordinance_Clean Copy_Aug202420.pdf](#)
- [2024 Urban Forestry Board Ordinance Amendment_Aug202420.pdf](#)

Agenda Item: Approval of Advisory Board Ordinance Amendments

Summary:

At the August 6, 2024 Board of Commissioner (BOC) Work Session, staff recommended modifying the grade level requirements for youth advisory board members. Staff requests Board of Commissioner approval to amend the ordinances to allow youth who are high school students in 9th through 12th grades and a town resident as a voting member. A summary of the ordinances impacted is outlined below. The administrative text changes are detailed in the attachments.

- Human Relations Council -- Chapter 18, Article II
- Parks, Recreation and Cultural Resources Advisory Board – Chapter 22, Article II
- Public Art Commission – Chapter 25, Public Art
- Technology Advisory Board – Chapter 2, Article IV
- Urban Forestry Board – Chapter 34, Vegetation

Requested Action: Approve the Ordinance Amendments for the Human Relations Council, Parks, Recreation and Cultural Resources Advisory Board, Public Art Commission, Technology Advisory Board and Urban Forestry Board.

Attachments:

1. Human Relations Council
 - a. Ordinance showing the strikethrough changes
 - b. Clean copy
2. Parks, Recreation and Cultural Resources Advisory Board
 - a. Ordinance showing the strikethrough changes
 - b. Clean copy
3. Public Art Commission
 - a. Ordinance showing the strikethrough changes
 - b. Clean copy
4. Technology Advisory Board
 - a. Ordinance showing the strikethrough changes
 - b. Clean copy
5. Urban Forestry Board
 - a. Ordinance showing the strikethrough changes
 - b. Clean copy

ARTICLE II. - HUMAN RELATIONS COUNCIL^[2]

Sec. 18-32. - Membership; terms of office; removal and vacancies; compensation; ex-officio members.

(a) Membership; The Human Relations Council shall consist of 12 members. Nine members shall be "regular members" and three members shall be "youth members." All members shall submit an advisory board application to the board of commissioners and be appointed by the board of commissioners. Unless waived by the board of commissioners, all regular members shall be residents of the town, except for at least one, but no more than three, regular members who shall be residents of the town's extraterritorial planning jurisdiction. All youth members must be high school students enrolled in grades 9 through 12, and residents of the town. In addition, every effort shall be made to appoint representatives from all segments of the community, so that the membership will be as diverse as possible. All regular and youth members shall serve at the pleasure of the board of commissioners.

(b) Terms.of.office; Regular members shall serve three-year staggered terms with three regular members to be appointed or reappointed each year. No regular member shall serve more than two full three-year consecutive terms. Once a regular member has served two full consecutive terms, the regular member must be off the Human Relations Council for a minimum of one year before being eligible to serve again. This term limit requirement may be waived by the board of commissioners up to one time for any regular member. Youth members shall serve a one- or two-year term depending on their grade level.

(c) Removals.and.vacancies; If any regular or youth member shall fail to attend three meetings in a calendar year for any reason, then the board of commissioners may elect to replace such member for the remainder of said member's term. Any vacancy that occurs during a term shall be filled by the board of commissioners for the remainder of the unexpired term. An unexpired term or a term of less than three years shall not count towards the term limit provision set forth in subsection (b).

(d) Compensation; Members shall receive no compensation for their services.

(e) Ex_officio.members; Two ex-officio members shall be appointed to the Human Relations Council as follows: (i) a member of the town staff appointed by the town manager, and (ii) an elected official appointed by the board of commissioners. The ex-officio elected official shall serve at the pleasure of the board of commissioners and the ex-officio town staff member shall serve at the pleasure of the town manager. Ex-officio members are not eligible to vote and will not be included for the purposes of calculating quorum.

ORDINANCE 2024-23

AN ORDINANCE AMENDING CHAPTER 18, ARTICLE II. WAKE FOREST HUMAN RELATIONS COUNCIL OF THE CODE OF ORDINANCES OF THE TOWN OF WAKE FOREST

WHEREAS, the Town of Wake Forest established the Human Relations Council for the purposes of establishing goodwill between its citizens; and

WHEREAS, in November 2021, youth member seats were added to the Human Relations Council, as youth membership provides additional perspectives and promotes volunteerism among the community's youth.

WHEREAS, youth membership requirements need to be expanded to include youth in grades 9 through 12. Giving additional youth in these grade levels an opportunity to participate and contribute to town advisory boards, gain valuable skills, develop a sense of belonging, and become invested in their communities.

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

Chapter 18, Sec. 18-32. (a) Article II of the Code of Ordinances of the Town of Wake Forest is hereby amended as follows, with underlined language added and strikethrough language deleted:

(a) *Membership.* The Human Relations Council shall consist of 12 members. Nine members shall be "regular members" and three members shall be "youth members." All members shall submit an advisory board application to the board of commissioners and be appointed by the board of commissioners. Unless waived by the board of commissioners, all regular members shall be residents of the town, except for at least one, but no more than three, regular members who shall be residents of the town's extraterritorial planning jurisdiction. All youth members must be high school students enrolled in grades ~~11 or 12~~ 9 through 12, and residents of the town. In addition, every effort shall be made to appoint representatives from all segments of the community, so that the membership will be as diverse as possible. All regular and youth members shall serve at the pleasure of the board of commissioners.

(b) *Terms of office.* Regular members shall serve three-year staggered terms with three regular members to be appointed or reappointed each year. No regular member shall serve more than two full three-year consecutive terms. Once a regular member has served two full consecutive terms, the regular member must be off the Human

Relations Council for a minimum of one year before being eligible to serve again. This term limit requirement may be waived by the board of commissioners up to one time for any regular member. Youth members shall serve a one- or two-year term depending on their grade level.

(c) *Removals and vacancies.* If any regular or youth member shall fail to attend three meetings in a calendar year for any reason, then the board of commissioners may elect to replace such member for the remainder of said member's term. Any vacancy that occurs during a term shall be filled by the board of commissioners for the remainder of the unexpired term. An unexpired term or a term of less than three years shall not count towards the term limit provision set forth in subsection (b).

(d) *Compensation.* Members shall receive no compensation for their services.

(e) *Ex-officio members.* Two ex-officio members shall be appointed to the Human Relations Council as follows: (i) a member of the town staff appointed by the town manager, and (ii) an elected official appointed by the board of commissioners. The ex-officio elected official shall serve at the pleasure of the board of commissioners and the ex-officio town staff member shall serve at the pleasure of the town manager. Ex-officio members are not eligible to vote and will not be included for the purposes of calculating quorum.

Adopted and effective this the 20th day of August 2024.

Vivian A. Jones, Mayor

ATTEST:

APPROVED AS TO FORM:

Theresa Savary, Town Clerk

Hassan Kingsberry, Town Attorney

ARTICLE II. - PARKS, RECREATION AND CULTURAL RESOURCES ADVISORY BOARD[3]

Sec. 22-32. - Membership; terms of office; removal and vacancies; compensation; ex-officio members.

(a) *Membership.* The parks, recreation and cultural resources advisory board shall consist of 12 members. Nine members shall be "regular members" and three members shall be "youth members." All members shall submit an advisory board application to the board of commissioners and be appointed by the board of commissioners. Unless waived by the board of commissioners, all regular members shall be residents of the town, except for at least one, but no more than three, regular members who shall be residents of the town's extraterritorial planning jurisdiction. All youth members must be high school students enrolled in grades 9 through 12, and residents of the town. In addition, every effort shall be made to appoint representatives from all segments of the community, so that the membership will be as diverse as possible. All regular and youth members shall serve at the pleasure of the board of commissioners.

(b) *Terms of office.* Regular members shall serve three-year staggered terms with three regular members to be appointed or reappointed each year. No regular member shall serve more than two full three-year consecutive terms. Once a regular member has served two full consecutive terms, the regular member must be off the parks, recreation and cultural resources advisory board for a minimum of one year before being eligible to serve again. This term limit requirement may be waived by the board of commissioners up to one time for any regular member. Youth members shall serve a one- or two-year term depending on their grade level.

(c) *Removals and vacancies.* If any regular or youth member shall fail to attend three meetings in a calendar year for any reason, then the board of commissioners may elect to replace such member for the remainder of said member's term. Any vacancy that occurs during a term shall be filled by the board of commissioners for the remainder of the unexpired term. An unexpired term or a term of less than three years shall not count towards the term limit provision set forth in subsection (b).

(d) *Compensation.* Members shall receive no compensation for their services.

(e) *Ex-officio members.* Two ex-officio members shall be appointed to the parks, recreation and cultural resources advisory board as follows: (i) a member of the town staff appointed by the town manager, and (ii) an elected official appointed by the board of commissioners. The ex-officio elected official shall serve at the pleasure of the board of commissioners and the ex-officio town staff member shall serve at the pleasure of the town manager. Ex-officio members are not eligible to vote and will not be included for the purposes of calculating quorum.

ORDINANCE 2024-20

AN ORDINANCE AMENDING CHAPTER 22, ARTICLE II. PARKS, RECREATION AND CULTURAL RESOURCES ADVISORY BOARD OF THE CODE OF ORDINANCES OF THE TOWN OF WAKE FOREST

WHEREAS, the Town of Wake Forest established the Parks and Recreation Advisory Board for the purpose of advising on parks and recreation issues;

WHEREAS, over time the Parks and Recreation Advisory Board has also assumed a role in advising on cultural resources programming needs;

WHEREAS, the Cultural Resources Advisory Board also advises on cultural resources programming needs;

WHEREAS, over time the Parks and Recreation Advisory Board has also assumed a role in advising on greenways, given the Parks and Recreation Department's role in maintaining said greenways;

WHEREAS, The Greenways Advisory Board also advises on the maintenance of the greenways;

WHEREAS, there is sufficient overlap between the functions of the Parks and Recreation Advisory Board, The Cultural Resources Advisory Board, and the Greenways Advisory Board; and

WHEREAS, it will be more efficient to merge the Greenways Advisory Board, the Cultural Resources Advisory Board, and the Parks and Recreation Advisory Board into a new advisory board called the Parks, Recreation and Cultural Resources Advisory Board.

WHEREAS, in November 2021, youth member seats were added to the Parks, Recreation and Cultural Resources Advisory Board, as youth membership provides additional perspectives and promotes volunteerism among the community's youth.

WHEREAS, youth membership requirements need to be expanded to include youth in grades 9 through 12. Giving additional youth in these grade levels an opportunity to participate and contribute to town advisory boards, gain valuable skills, develop a sense of belonging, and become invested in their communities.

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

Article II, Section 22-32 (a) of the Code of Ordinances of the Town of Wake Forest is hereby amended as follows, with underlined language added and strikethrough language deleted:

(a) *Membership.* The parks, recreation and cultural resources advisory board shall consist of 12 members. Nine members shall be "regular members" and three members shall be "youth members." All members shall submit an advisory board application to the board of commissioners and be appointed by the board of commissioners. Unless waived by the board of commissioners, all regular members shall be residents of the town, except for at least one, but no more than three, regular members who shall be residents of the town's extraterritorial planning jurisdiction. All youth members must be high school students enrolled in grades ~~11 or 12~~ 9 through 12, and residents of the town. In addition, every effort shall be made to appoint representatives from all segments of the community, so that the membership will be as diverse as possible. All regular and youth members shall serve at the pleasure of the board of commissioners.

(b) *Terms of office.* Regular members shall serve three-year staggered terms with three regular members to be appointed or reappointed each year. No regular member shall serve more than two full three-year consecutive terms. Once a regular member has served two full consecutive terms, the regular member must be off the parks, recreation and cultural resources advisory board for a minimum of one year before being eligible to serve again. This term limit requirement may be waived by the board of commissioners up to one time for any regular member. Youth members shall serve a one- or two-year term depending on their grade level.

(c) *Removals and vacancies.* If any regular or youth member shall fail to attend three meetings in a calendar year for any reason, then the board of commissioners may elect to replace such member for the remainder of said member's term. Any vacancy that occurs during a term shall be filled by the board of commissioners for the remainder of the unexpired term. An unexpired term or a term of less than three years shall not count towards the term limit provision set forth in subsection (b).

(d) *Compensation.* Members shall receive no compensation for their services.

(e) *Ex-officio members.* Two ex-officio members shall be appointed to the parks, recreation and cultural resources advisory board as follows: (i) a member of the town staff appointed by the town manager, and (ii) an elected official appointed by the board of commissioners. The ex-officio elected official shall serve at the pleasure of

the board of commissioners and the ex-officio town staff member shall serve at the pleasure of the town manager. Ex-officio members are not eligible to vote and will not be included for the purposes of calculating quorum.

Adopted and effective this the 20th day of August 2024.

Vivian A. Jones, Mayor

ATTEST:

APPROVED AS TO FORM:

Theresa Savary, Town Clerk

Hassan Kingsberry, Town Attorney

ARTICLE II. - PUBLIC ART COMMISSION

Sec. 25-32. - Membership; terms of office; removal and vacancies; compensation; ex-officio members.

(a) *Membership.* The Commission shall consist of 12 members. Nine members shall be "regular members" and three members shall be "youth members." All members shall submit an advisory board application to the board of commissioners and be appointed by the board of commissioners. Unless waived by the board of commissioners, all regular members shall be residents of the town, except for at least one, but no more than three, regular members who shall be residents of the town's extraterritorial planning jurisdiction. All youth members must be high school students enrolled in grades 9 through 12, and residents of the town. In addition, every effort shall be made to appoint representatives from all segments of the community, so that the membership will be as diverse as possible. All regular and youth members shall serve at the pleasure of the board of commissioners.

(b) *Terms of Office.* Regular members shall serve three-year staggered terms with three regular members to be appointed or reappointed each year. No regular member shall serve more than two full three-year consecutive terms. Once a regular member has served two full consecutive terms, the regular member must be off the Commission for a minimum of one year before being eligible to serve again. This term limit requirement may be waived by the board of commissioners up to one time for any regular member. Youth members shall serve a one- or two-year term depending on their grade level.

(c) *Removals and vacancies.* If any regular or youth member shall fail to attend three meetings in a calendar year for any reason, then the board of commissioners may elect to replace such member for the remainder of said member's term. Any vacancy that occurs during a term shall be filled by the board of commissioners for the remainder of the unexpired term. An unexpired term or a term of less than three years shall not count towards the term limit provision set forth in subsection (b).

(d) *Compensation.* Members shall receive no compensation for their services.

(e) *Ex-officio members.* Two ex-officio members shall be appointed to the Commission as follows: (i) a member of the town staff appointed by the town manager, and (ii) an elected official appointed by the board of commissioners. The ex-officio elected official shall serve at the pleasure of the board of commissioners and the ex-officio town staff member shall serve at the pleasure of the town manager. Ex-officio members are not eligible to vote and will not be included for the purposes of calculating quorum.

ORDINANCE 2024-24

AN ORDINANCE AMENDING CHAPTER 25 – PUBLIC ART OF THE CODE OF ORDINANCES OF THE TOWN OF WAKE FOREST

WHEREAS, the Town of Wake Forest created the Public Art Commission in 2010;

WHEREAS, the purpose of the Public Art Commission is to promote and facilitate the installation of public art;

WHEREAS; Upon reviewing the Chapter 25 ordinances with the Public Art Commission, there was a need for revisions; and

WHEREAS, these revisions will further the efforts of the Public Art Commission in the facilitation of public art projects.

WHEREAS, in November 2021, youth member seats were added to the Public Art Commission, as youth membership provides additional perspectives and promotes volunteerism among the community's youth.

WHEREAS, youth membership requirements need to be expanded to include youth in grades 9th through 12th. Giving additional youth in these grade levels an opportunity to participate and contribute to town advisory boards, gain valuable skills, develop a sense of belonging, and become invested in their communities.

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

Article II of Chapter 25, Sec. 25-32. (a) of the Code of Ordinances of the Town of Wake Forest is hereby amended as follows, with underlined language added and strikethrough language deleted:

(a) *Membership*. The Commission shall consist of 12 members. Nine members shall be "regular members" and three members shall be "youth members." All members shall submit an advisory board application to the board of commissioners and be appointed by the board of commissioners. Unless waived by the board of commissioners, all regular members shall be residents of the town, except for at least one, but no more than three, regular members who shall be residents of the town's extraterritorial planning jurisdiction. All youth members must be high school students enrolled in grades ~~11 or 12~~ 9 through 12, and residents of the town. In addition, every effort shall be made to appoint

representatives from all segments of the community, so that the membership will be as diverse as possible. All regular and youth members shall serve at the pleasure of the board of commissioners.

(b) *Terms of Office.* Regular members shall serve three-year staggered terms with three regular members to be appointed or reappointed each year. No regular member shall serve more than two full three-year consecutive terms. Once a regular member has served two full consecutive terms, the regular member must be off the Commission for a minimum of one year before being eligible to serve again. This term limit requirement may be waived by the board of commissioners up to one time for any regular member. Youth members shall serve a one- or two-year term depending on their grade level.

(c) *Removals and vacancies.* If any regular or youth member shall fail to attend three meetings in a calendar year for any reason, then the board of commissioners may elect to replace such member for the remainder of said member's term. Any vacancy that occurs during a term shall be filled by the board of commissioners for the remainder of the unexpired term. An unexpired term or a term of less than three years shall not count towards the term limit provision set forth in subsection (b).

(d) *Compensation.* Members shall receive no compensation for their services.

(e) *Ex-officio members.* Two ex-officio members shall be appointed to the Commission as follows: (i) a member of the town staff appointed by the town manager, and (ii) an elected official appointed by the board of commissioners. The ex-officio elected official shall serve at the pleasure of the board of commissioners and the ex-officio town staff member shall serve at the pleasure of the town manager. Ex-officio members are not eligible to vote and will not be included for the purposes of calculating quorum.

Adopted and effective this the 20th day of August 2024.

Vivian A. Jones, Mayor

ATTEST:

APPROVED AS TO FORM:

Theresa Savary, Town Clerk

Hassan Kingsberry, Town Attorney

ARTICLE IV. - WAKE FOREST TECHNOLOGY ADVISORY BOARD

Sec. 2-152. - Membership; terms of office; removal and vacancies; compensation; ex-officio members.

(a) *Membership.* The Technology Advisory Board shall consist of twelve members. Nine members shall be "regular members" and three members shall be "youth members." All members shall submit an advisory board application to the board of commissioners and be appointed by the board of commissioners. Unless waived by the Board of commissioners, all regular members shall be residents of the town, except for at least one, but no more than three, regular members who shall be residents of the town's extraterritorial planning jurisdiction. All youth members must be high school students enrolled in grades 9 through 12 and residents of the town. In addition, every effort shall be made to appoint representatives from all segments of the community, so that the membership will be as diverse as possible. All regular and youth members shall serve at the pleasure of the board of commissioners.

(b) *Terms of office.* Regular members shall serve three-year staggered terms with three regular members to be appointed or reappointed each year. No regular member shall serve more than two full three-year consecutive terms. Once a regular member has served two full consecutive terms, the regular member must be off the Technology Advisory Board for a minimum of one year before being eligible to serve again. This term limit requirement may be waived by the board of commissioners up to one time for any regular member. youth members shall serve a one- or two-year term depending on their grade level.

(c) *Removals and vacancies.* If any regular or youth member shall fail to attend three meetings in a calendar year for any reason, then the board of commissioners may elect to replace such member for the remainder of said member's term. Any vacancy that occurs during a term shall be filled by the board of commissioners for the remainder of the unexpired term. An unexpired term or a term of less than three years shall not count towards the term limit provision set forth in subsection (b).

(d) *Compensation.* Members shall receive no compensation for their services.

(e) *Ex-officio members.* Two ex-officio members shall be appointed to the Technology Advisory Board as follows: (i) a member of the town staff appointed by the town manager, and (ii) an elected official appointed by the board of commissioners. The ex-officio elected official shall serve at the pleasure of the board of commissioners and the ex-officio town staff member shall serve at the pleasure of the town manager. Ex-officio members are not eligible to vote and will not be included for the purposes of calculating quorum.

ORDINANCE 2024-21

AN ORDINANCE AMENDING CHAPTER 2, ARTICLE IV. WAKE FOREST TECHNOLOGY ADVISORY BOARD OF THE CODE OF ORDINANCES OF THE TOWN OF WAKE FOREST

WHEREAS, the Town of Wake Forest (the "Town") established the Technology Advisory Board for the purpose of advising the Town in matters of technology it deems appropriate; and

WHEREAS, in November 2021, youth member seats were added to the Technology Advisory Board, as youth membership provides additional perspectives and promotes volunteerism among the community's youth.

WHEREAS, youth membership requirements need to be expanded to include youth in grades 9 through 12. Giving additional youth in these grade levels an opportunity to participate and contribute to town advisory boards, gain valuable skills, develop a sense of belonging, and become invested in their communities.

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

Chapter 2, Article IV. Sec. 2-152. (a) of the Code of Ordinances of the Town of Wake Forest is hereby amended as follows, with underlined language added and strikethrough language deleted:

(a) *Membership.* The Technology Advisory Board shall consist of twelve members. Nine members shall be "regular members" and three members shall be "youth members." All members shall submit an advisory board application to the board of commissioners and be appointed by the board of commissioners. Unless waived by the Board of commissioners, all regular members shall be residents of the town, except for at least one, but no more than three, regular members who shall be residents of the town's extraterritorial planning jurisdiction. All youth members must be high school students enrolled in grades ~~11 or 12~~ 9 through 12, and residents of the town. In addition, every effort shall be made to appoint representatives from all segments of the community, so that the membership will be as diverse as possible. All regular and youth members shall serve at the pleasure of the board of commissioners.

(b) *Terms of office.* Regular members shall serve three-year staggered terms with three regular members to be appointed or reappointed each year. No regular member shall serve more than two full three-year consecutive terms. Once a regular member

has served two full consecutive terms, the regular member must be off the Technology Advisory Board for a minimum of one year before being eligible to serve again. This term limit requirement may be waived by the board of commissioners up to one time for any regular member. youth members shall serve a one- or two-year term depending on their grade level.

(c) *Removals and vacancies.* If any regular or youth member shall fail to attend three meetings in a calendar year for any reason, then the board of commissioners may elect to replace such member for the remainder of said member's term. Any vacancy that occurs during a term shall be filled by the board of commissioners for the remainder of the unexpired term. An unexpired term or a term of less than three years shall not count towards the term limit provision set forth in subsection (b).

(d) *Compensation.* Members shall receive no compensation for their services.

(e) *Ex-officio members.* Two ex-officio members shall be appointed to the Technology Advisory Board as follows: (i) a member of the town staff appointed by the town manager, and (ii) an elected official appointed by the board of commissioners. The ex-officio elected official shall serve at the pleasure of the board of commissioners and the ex-officio town staff member shall serve at the pleasure of the town manager. Ex-officio members are not eligible to vote and will not be included for the purposes of calculating quorum.

Adopted and effective this the 20th day of August 2024.

Vivian A. Jones, Mayor

ATTEST:

APPROVED AS TO FORM:

Theresa Savary, Town Clerk

Hassan Kingsberry, Town Attorney

DIVISION 2. - URBAN FORESTRY BOARD[3]

Sec. 34-72. - Membership; terms of office; removal and vacancies; compensation; ex-officio members.

(a) *Membership.* The Urban Forestry Board shall consist of twelve members. Nine members shall be "regular members" and three members shall be "youth members." All members shall submit an advisory board application to the board of commissioners and be appointed by the board of commissioners. Unless waived by the board of commissioners, all regular members shall be residents of the town, except for at least one, but no more than three, regular members who shall be residents of the town's extraterritorial planning jurisdiction. All youth members must be high school students enrolled in grades 9 through 12, and residents of the town. In addition, every effort shall be made to appoint representatives from all segments of the community, so that the membership will be as diverse as possible. All regular and youth members shall serve at the pleasure of the board of commissioners.

(b) *Terms of office.* Regular members shall serve three-year staggered terms with three regular members to be appointed or reappointed each year. No regular member shall serve more than two full three-year consecutive terms. Once a regular member has served two full consecutive terms, the regular member must be off the Urban Forestry Board for a minimum of one year before being eligible to serve again. This term limit requirement may be waived by the board of commissioners up to one time for any regular member. Youth members shall serve a one- or two-year term depending on their grade level.

(c) *Removals and vacancies.* If any regular or youth member shall fail to attend three meetings in a calendar year for any reason, then the board of commissioners may elect to replace such member for the remainder of said member's term. Any vacancy that occurs during a term shall be filled by the board of commissioners for the remainder of the unexpired term. An unexpired term or a term of less than three years shall not count towards the term limit provision set forth in subsection (b).

(d) *Compensation.* Members shall receive no compensation for their services.

(e) *Ex-officio members.* Two ex-officio members shall be appointed to the Urban Forestry Board as follows: (i) a member of the town staff appointed by the town manager, and (ii) an elected official appointed by the board of commissioners. The ex-officio elected official shall serve at the pleasure of the board of commissioners and the ex-officio town staff member shall serve at the pleasure of the town manager. Ex-officio members are not eligible to vote and will not be included for the purposes of calculating quorum.

ORDINANCE 2024-22

AN ORDINANCE AMENDING CHAPTER 34, ARTICLE II, DIVISION 2. URBAN FORESTRY BOARD OF THE CODE OF ORDINANCES OF THE TOWN OF WAKE FOREST

WHEREAS, the Town of Wake Forest (the "Town") created an Urban Forestry Board in 1974;

WHEREAS, the purpose of the Urban Forestry Board was to meet the requirements of the "Tree City USA" designation afforded to the Town;

WHEREAS, the Town has an Urban Forestry Coordinator who is a certified arborist. The Urban Forestry Coordinator is currently empowered with many of the duties once prescribed to the Urban Forestry Board; and

WHEREAS, the Urban Forestry Board's role has evolved into one of advocacy and education.

WHEREAS, in November 2021, youth member seats were added to the Urban Forestry Board, as youth membership provides additional perspectives and promotes volunteerism among the community's youth.

WHEREAS, youth membership requirements need to be expanded to include youth in grades 9 through 12. Giving additional youth in these grade levels an opportunity to participate and contribute to town advisory boards, gain valuable skills, develop a sense of belonging, and become invested in their communities.

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

Division 2. – Urban Forestry Board, Section 34-72 (a) of the Code of Ordinances of the Town of Wake Forest is hereby amended as follows, with underlined language added and strikethrough language deleted:

(a) *Membership.* The Urban Forestry Board shall consist of twelve members. Nine members shall be "regular members" and three members shall be "youth members." All members shall submit an advisory board application to the board of commissioners and be appointed by the board of commissioners. Unless waived by the board of commissioners, all regular members shall be residents of the town, except for at least one, but no more than three, regular members who shall be residents of the town's extraterritorial planning jurisdiction. All youth members must be high school students

enrolled in grades ~~11 or 12~~ 9 through 12, and residents of the town. In addition, every effort shall be made to appoint representatives from all segments of the community, so that the membership will be as diverse as possible. All regular and youth members shall serve at the pleasure of the board of commissioners.

(b) *Terms of office.* Regular members shall serve three-year staggered terms with three regular members to be appointed or reappointed each year. No regular member shall serve more than two full three-year consecutive terms. Once a regular member has served two full consecutive terms, the regular member must be off the Urban Forestry Board for a minimum of one year before being eligible to serve again. This term limit requirement may be waived by the board of commissioners up to one time for any regular member. Youth members shall serve a one- or two-year term depending on their grade level.

(c) *Removals and vacancies.* If any regular or youth member shall fail to attend three meetings in a calendar year for any reason, then the board of commissioners may elect to replace such member for the remainder of said member's term. Any vacancy that occurs during a term shall be filled by the board of commissioners for the remainder of the unexpired term. An unexpired term or a term of less than three years shall not count towards the term limit provision set forth in subsection (b).

(d) *Compensation.* Members shall receive no compensation for their services.

(e) *Ex-officio members.* Two ex-officio members shall be appointed to the Urban Forestry Board as follows: (i) a member of the town staff appointed by the town manager, and (ii) an elected official appointed by the board of commissioners. The ex-officio elected official shall serve at the pleasure of the board of commissioners and the ex-officio town staff member shall serve at the pleasure of the town manager. Ex-officio members are not eligible to vote and will not be included for the purposes of calculating quorum.

Adopted and effective this the 20th day of August 2024.

Vivian A. Jones, Mayor

ATTEST:

APPROVED AS TO FORM:

Theresa Savary, Town Clerk

Hassan Kingsberry, Town Attorney



Board of Commissioners Agenda Item Report

Agenda Item No.: 2024-246-

Submitted by: Terry Savary

Submitting Department: Administration

Meeting Date: August 20, 2024

SUBJECT

Department Monthly Reports

Recommendation:

Item Summary:

ATTACHMENTS

- [July 2024 Monthly Report.pdf](#)

July 2024 | Department Monthly Report

Communications

ANNOUNCEMENTS

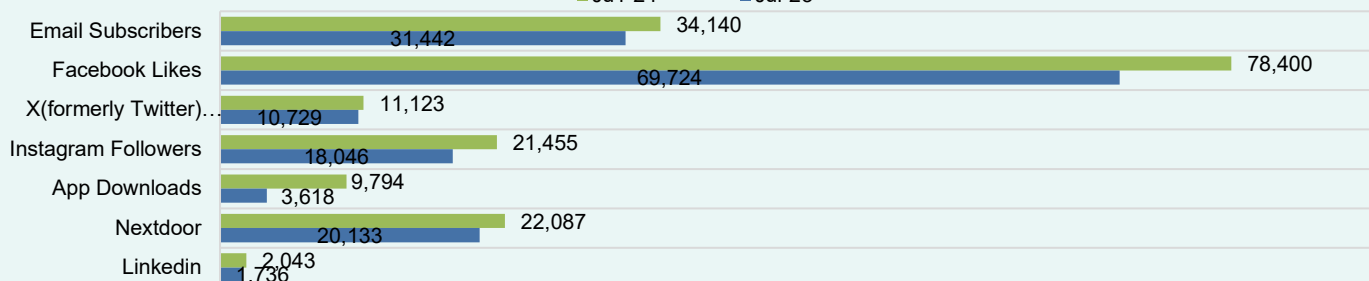
Media Releases	36
Email Announcements	22
Town-to-Resident Phone Calls	31

TOP 5 VIEWED PAGES ON WEBSITE

RANK	PAGE	VIEWS
1	Forms & Applications	13,735
2	Home	8,809
3	Friday Night on White	3,644
4	Holding Park Aquatic Center	7,379
5	Fireworks Spectacular	7,726

SUBSCRIBERS

■ Ju1-24 ■ Jul-23



Downtown Development

OCCUPANCY

	JUL - SEPT 2024	JUL-SEPT 2023
Occupancy Rate in Percentage	92%	91%

NEW BUSINESSES

	JULY 2024	FISCAL YEAR-TO-DATE
Number of New Businesses	1	1
Number of Businesses Closed	0	0

UPDATES PROVIDED QUARTERLY

EVENTS

THIRD QUARTER EVENTS (APR-JUNE)	ATTENDANCE IN 2024	ATTENDANCE IN 2023
Friday Night on White	0	5,000

Friday Night on White, scheduled for July 12, 2024, was canceled due to inclement weather.

Wake Forest Downtown held a board orientation for new members and returning board members on July 10, 2024, to clarify roles and expectations. Committee chairs were appointed and assigned, and the board has decided to break the promotions committee into two separate committees to better meet the needs of the organization and downtown. These two new committees in place of promotions will be events and downtown engagement. Downtown engagement will ensure that the business owners are being supported and empowered.

The Downtown Development Director participated in a design workshop for the proposed Mobility Hub with NCDOT staff and consultants. Annual Statistics were submitted to NC Main Street for the 23—24 fiscal year, and we had over \$12 million in investment in downtown, with over 97% coming from the private sector.

Economic Development

WFBIP MONTHLY NEWSLETTER [VIEW](#)

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

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

REQUESTS FOR INFORMATION (RFIs)

	JULY 2024	JULY 2023
Number of Responses to RFIs	0	0

Economic Development

BUSINESS RETENTION & EXPANSION

NAMES OF BUSINESSES VISITED THIS MONTH

JIB Chain

Superior Tooling

Engineering

PROJECT UPDATES

Stormwater Utility	Stormwater utility bills are being sent out, and Engineering is responding to questions and assisting residents with this new utility.
Street Resurfacing	FY23-24 is about 70% complete, with around 8 miles of streets resurfaced.
S. Franklin Street	The project has started construction. Lane closures are expected throughout the project.
Flaherty Park Dam	The Flaherty Park Dam project is progressing well, with the latest status report noting approximately 37% completion.

Finance

FINANCIAL TASKS COMPLETED

TAX RETURNS & REPORTS	COMPLETION DATE
NC Sales and Use Tax Form E500 and Payment	7-12-2024
ORBIT/LGERS Report – NC State Treasurer	7-01-2024
Utility Sales Tax Return – E500 E	7-12-2024
BLS Department of Labor Report	7-23-2024
NCESC Report	7-23-2024
Power Bill for 2024 Certified & Submitted	7-22-2024
ACCOUNTING/FINANCE	AMOUNT
Total \$ Accounts Payable Disbursement	\$4,590,344
Total ePayables & Payroll Disbursement	\$3,344,916
Total Number of Invoices Paid	389
Total \$ Invoices Paid with Credit Card	\$820,825

PURCHASING / WAREHOUSE

Purchase Orders Processed	48
New Vendors Set Up	15
Informal Quotes	10
\$ Received Surplus Items Sold	\$0
HUBSCO Reports	1

Fire

KEY STATS

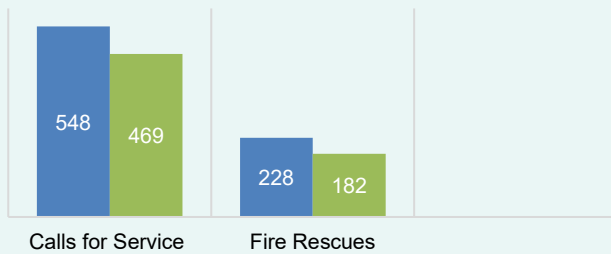
	JULY 2024	JULY 2023
Calls for Service	548	469
Average Response Time	4:38	4:47

TYPES OF CALLS

	JULY 2024	JULY 2023
Fire	228	182
Medical	293	265
Motor Vehicle Accidents (MVA)	27	22

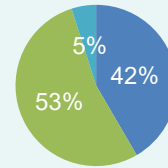
FIRE-KEY STATS

■ Jul-24 ■ Jul-23



TYPES OF CALLS

■ Fire ■ Medical ■ MVAs



Human Resources

EMPLOYMENT

	JULY 2024	JULY 2023
Positions filled	432	401
Vacancies	21	39
Total Authorized Positions FY 2023–2024	453	440

PROMOTIONS/TRANSFERS

NAME	DEPARTMENT	POSITION	DATE
Min Htun	Engineering	Sr. Civil Engineer	7-22-2024

Information Technology

SERVICE STATS

	JULY 2024	JULY 2023
Service Requests Completed	746	469
Network Uptime Percentage	100%	99%

Inspections & Public Facilities

RESIDENTIAL PERMITS

	JULY 2024	JULY 2023
Single-Family Dwelling	21	20
Townhomes	11	30
Duplexes	1	1
Multi-Family Dwelling Units	0	0
Other	153	103
Total	186	154

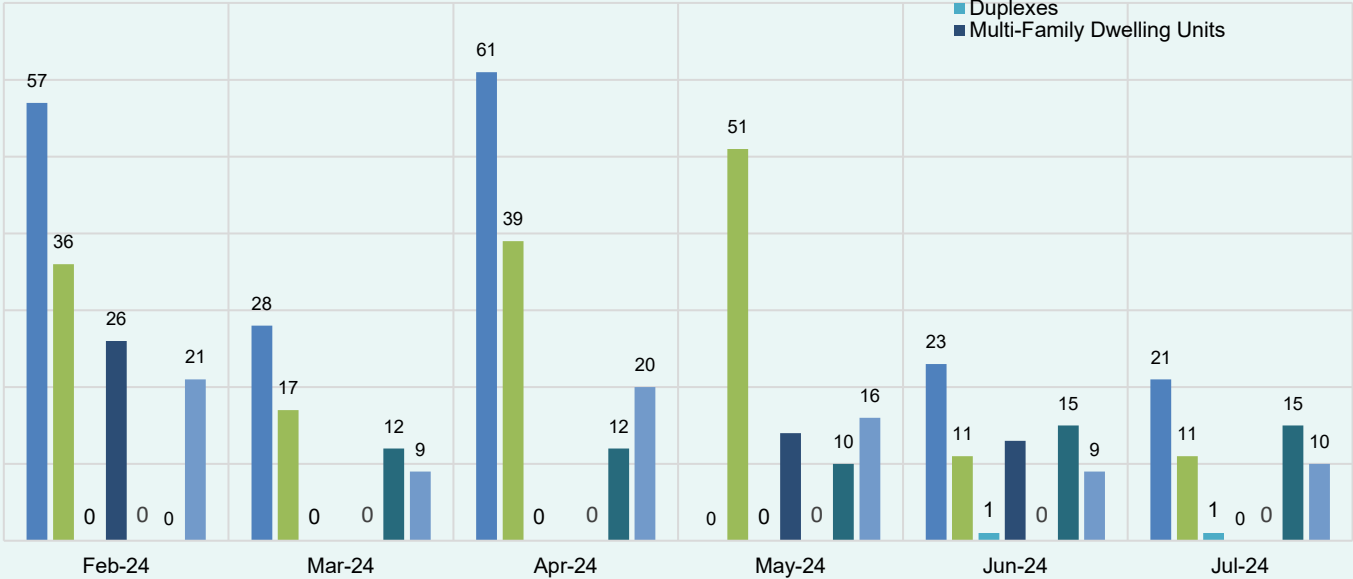
NON-RESIDENTIAL PERMITS

	JULY 2024	JULY 2023
New Commercial	1	0
Fit-Ups	3	5
Other	34	15
Total	38	20

Inspections & Public Facilities

RESIDENTIAL BUILDING PERMITS (last 6 months)

- Single-Family Dwelling
- Townhomes
- Duplexes
- Multi-Family Dwelling Units

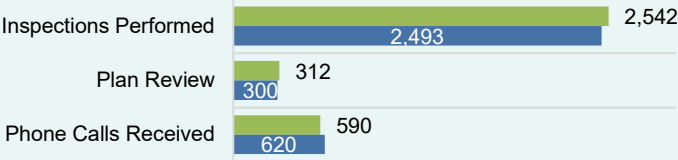


PUBLIC FACILITIES

	JULY 2024	JULY 2023
Preventative Maintenance Completed	527	443
Reactive Work Orders	96	101

DEPARTMENTAL PRODUCTIVITY

- JULY 2024
- JULY 2023



BUSINESSES

NEW COMMERCIAL BUSINESSES

Lightbridge Academy 1016 Holding Village Way

FIT-UPS

Mosaic Pediatric Therapy 535 S White St 140
Axis Portable Air LLC 741 Merritt Capital Dr 112
Massage Luxe Spa 535 S White St 100

PRE-OCCUPANCIES

Orca Blue LLC 12335 Wake Union Church Rd 207
Entek Inc 1740 Heritage Center Dr 202
The Renaissance Companies Inc 740 Merritt Capital Dr 119
Stiles (commercial ownership power) 529 Dr Calvin Jones Hwy
Stiles (commercial ownership power) 535 Dr Calvin Jones Hwy
Stiles (commercial ownership power) 11108 Ligon Mill Rd
Emerald City Associates 745 Merritt Capital Dr 104

Organizational Performance

NORTHERN WAKE FOOD SECURITY TEAM

Staff Hours	14 hrs./week
Updates	Mobile Market Prescription Produce Mini Food Pantry Pickup & Deliver to Hope House & the Wake Forest Community Table

GUEST SERVICES VOLUNTEER (GSV) PROGRAM

Updates	21 in the program
	20 active (one is out due to health)

Parks, Recreation & Cultural Resources

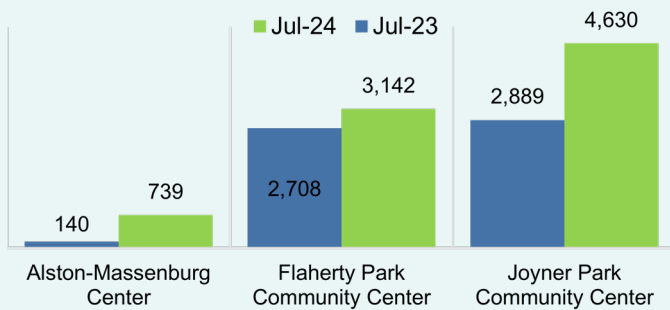
ATHLETICS

	JULY 2024	JULY 2023
Registrations Received – Youth	16	41
Registrations Received – Adult	12	5
Games Held	73	111
Revenue	\$1,350	\$3,540

PROGRAMS

	JULY 2024	JULY 2023
Registrations Received – Youth	449	270
Registrations Received – Adult	83	122
Classes/Programs Held	36	42
Revenue	\$39,450	\$22,275.05

VISITORS TO COMMUNITY CENTERS



FACILITY RENTALS

	JULY 2024	JULY 2023
Athletic Fields	0	19
Joyner Park Outdoor / Open Space	6	5
General Outdoor / Open Space	0	2
Picnic Shelters	6	7
Wake Forest Community House	7	8
Joyner Park Community Center	7	7
Flaherty Park Community Center	0	1
Alston-Massenburg Center	6	4

VIEW

RECONNECT PROGRAM GUIDE

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

PARK MAINTENANCE

TYPE OF MAINTENANCE	QUANTITY
Vandalism	1
Reactive Maintenance	2
PM Inspections & Services	73
Evening & Weekend Park Services	4

VISITORS TO AQUATIC CENTER & SPRAYGROUND

	JULY 2024	JULY 2023
Aquatic Center	6,510	8,172
Taylor Street Sprayground	2,408	3,485

Planning

DEVELOPMENT SERVICES MONTHLY REPORT [VIEW](#)

ZONING VIOLATIONS DASHBOARD [VIEW](#)

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

CERTIFICATES OF APPROPRIATENESS

	JULY 2024	JULY 2023
COAs Received	0	2
COAs Approved	0	2

Police

KEY STATS

	JULY 2024	JULY 2023
Calls for Service	5,421	4,315
Vehicle Crashes	164	153

Public Works

Streets: Assisted with 2 town events, repaired 200 sq ft of sidewalk pavers downtown, upgraded 138 signs, repaired 35 signs, repaired 9 patches, replaced 130 ft of sidewalk with 20 yards of concrete, replaced/updated 5 ADA ramps, and cleaned 175 miles of street with 29 loads of debris.

Fleet: Fleet Mechanic Keith Trutt will be in a 3-day Ford Motor Co. Electric Vehicle training class beginning 7/31/24. This is in preparation for the First Town Full Electric vehicle scheduled for purchase this fiscal year. Fleet completed 277 work orders in July for a combined shop productivity average of 80% of billable hours. The 4 mechanics completed 14.5 hours of combined training.

Solid Waste: July has been a successful month for Solid Waste. Though it was hot and rainy, we completed all routes in a timely manner, even through the holiday week. On Wednesday, July 24, Jeanette Johnson hosted the last Composting 101 for the year, 'Creating Household Food Circularity'. Interviews took place for the empty driver position, and a new employee will start in early August.

Urban Forestry: I attended an NC Urban Forestry Council workshop, applied pesticides throughout rights-of-way, and assisted streets in paving projects for tree clearance issues.

Admin: N/A

RECYCLING

	JULY 2024	JULY 2023
Volunteer Collected Litter	0	25
Volunteer Collected Recycling	0	0
Volunteer Hours	0	8
Volunteer Miles of Streets	0	1
Sections of Roads Cleaned (not miles)	0	1
Number of Creeks Cleaned	0	0
Number of Litter Kits Issued / Returned	0	1

SOLID WASTE

	JULY 2024	JULY 2023
New Construction Homes Added	58	88
New Cart Sets	60	88

CEMETERY

	JULY 2024	JULY 2023
Number of Plots Sold	0	6
Number of Niches Sold	0	2
Total Plots Available	0	56

Renaissance Centre for the Arts

RENAISSANCE CENTRE BROCHURE

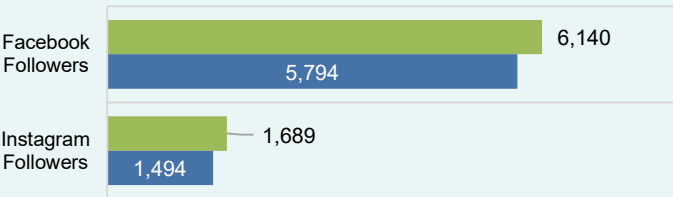
VIEW

EVENT & PROGRAM ATTENDANCE

	JULY 2024	JULY 2023
Monthly In-Person Attendance	1,233	901
Virtual Views	1,464	582
Ticketed Events Held	2	1
Free Events Held	1	2

SOCIAL ENGAGEMENT

Jul-24 Jul-23



Renaissance Centre for the Arts

The Summer at the Centre series continued with two packed audiences for The Malpass Brothers.

Musical theater summer camps continue with capacity rosters. The campers presented Willy Wonka JR to their friends and family.

Wake Forest Power

CUSTOMER SUMMARY

	JULY 2024	JULY 2023
Electric Meters/Customers	7,781	7,226
Pre-Pay Power Customers	466	479
H.O.P.E. Participants	43	43
N.C. GreenPower Participants	16	16

PAYMENTS RECEIVED

	JULY 2024	JULY 2023
eSuite Credit Card Payments	\$268,302	\$299,973
eSuite Credit Card Payments (Pre-Pay)	\$0	\$0
Paymentus CC Payments	\$1,295,078	\$558,664
Paymentus CC Payments (Pre-Pay)	\$76,864	\$73,828

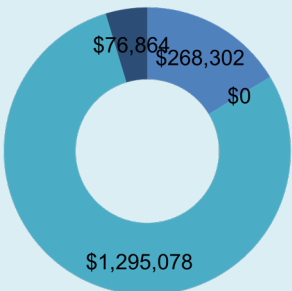
POWER OUTAGES

	JULY 2024	JULY 2023
Total Number of Customers Affected by Outages this Month	117	104
Average Number of Customers Affected per Outage	29	34.6

NUMBER OF TRANSACTIONS

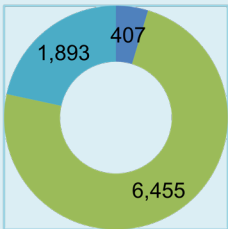
	JULY 2024	JULY 2023
eSuite Credit Card Payments	407	392
Paymentus CC Payments	6,455	3,526
Paymentus CC Payments (Pre-Pay)	1,893	1,922

PAYMENTS RECEIVED JULY 2024



- eSuite Credit Card Payment
- eSuite Credit Card Payment (PrePay)
- Paymentus Credit Card Payment
- Paymentus Credit Card Payment (PrePay)

PAYMENTS RECEIVED JULY 2024



- eSuite Credit Card Payment
- Paymentus Credit Card Payment
- Paymentus Credit Card Payment (PrePay)

Advisory Boards

Historic Preservation Commission

MEETINGS

Most recent meeting held 7/23/2024
Number of members in attendance: 6 out of 9

The Historic Preservation Commission discussed upcoming events, strategic planning initiatives, and the historic home tour. Summer interns Elise Newhouse and Miracle Johnson provided updates about their history projects.

Human Relations

MEETINGS

Most recent meeting held 7/25/2024
Number of members in attendance: 5 out of 10

Continue planning for Good Neighbor Day

Public Art

MEETINGS

Most recent meeting held 7/25/2024
Number of members in attendance: 0 out of 11

No meeting held for July for the lack of members availability

Parks, Recreation & Cultural Resources Advisory Board

MEETINGS

Most recent meeting held 7/22/2024
Number of members in attendance: 9 out of 12

Work Groups Updates Unplugged Event Preparation: Suja has confirmed that all requested items for the event have been ordered. McAdams shared the recommendations of the draft master plan. Board members will be assisting with the Master Plan Community Input Session on Aug. 5th.

Technology Advisory

MEETINGS

Most recent meeting held 7/22/2024
Number of members in attendance: 6 out of 13

TAB members reported on their meetings with other advisory boards. We discussed rescheduling the STEM event to January. Additionally, staff provided an update on Smart City developments.

Urban Forestry Board

MEETINGS

Most recent meeting held 7/23/2024
Number of members in attendance: 6 out of 9

The board discussed the ongoing QR code project. We were joined by the Neuse River Hawks, they asked for volunteers for their upcoming fall event at Joyner Park.



Board of Commissioners Agenda Item Report

Agenda Item No.: 2024-247-

Submitted by: Terry Savary

Submitting Department: Administration

Meeting Date: August 20, 2024

SUBJECT

Wake County Tax Release

Recommendation:

Item Summary:

ATTACHMENTS

-



Board of Commissioners Agenda Item Report

Agenda Item No.: 2024-98-

Submitted by: Terry Savary

Submitting Department: Administration

Meeting Date: August 20, 2024

SUBJECT

Strategic Plan Quarterly Tracker

Recommendation:

Item Summary:

ATTACHMENTS

- [Strategic Plan_08_08_2024.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.	31 employees were recognized for their 3rd quarter commitment to the core value of "Character". Our spring Employee Appreciation lunch was held in May to show appreciation for all Town employees. In June, each department recognized "the team member who most models helpfulness and positivity" and awarded that person with a \$20 certificate.
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.	Ongoing
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	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.	Inspections apprentice (Seth) attended and passed his Plumbing Level I class and state exam.
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 UNC'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.	Sent employees from operations to meter school for cross training. New Planner I - Historic Preservation met with various staff members in Planning and Engineering to become familiar with different roles and processes as part of orientation. Applications were accepted for the upcoming "Empowering Leadership" academy which will begin in the fall.
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.	Downtown Development Director completed UNC School of Government Municipal & County Administration Class and Downtown Development Specialist completed Chamber Leadership.
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.			
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 UPDATES JUL 2023 - SEP 2023	Q2 UPDATES OCT 2023 - DEC 2023	Q3 UPDATES JAN 2024 - MAR 2024	Q4 UPDATES APR 2024 - JUN 2024
------------	-------------	-----------------------------------	-----------------------------------	-----------------------------------	-----------------------------------

Town of Wake Forest Strategic Plan
Quarterly Updates

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.	Parks and Recreation impact fee update scheduled to be presented to Board of Commissioners and Planning Board next Quarter. Transportation impact fee to be presented in next Quarter.
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.	Stormwater Utility billing from Wake County to start July 1st. Franklin County is coordinating their portion. Town is working on billing exempt properties using our own system. Public education campaign has started on social media and website, and mailers going out within the next week.
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.	FY 25 Budget approval included solid waste fees increase to \$23 and 2.5% increase in residential energy charge effective September 1, 2024.
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.	In the process of receiving grant for recycling education mailer.
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	Closed. We have received shipments of transformers.
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.	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.	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.	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			No updates

Priority: Develop a plan to actively advocate for redevelopment of quality public housing

Department	Initiatives	Q1 UPDATESJUL 2023 - SEP 2023	Q2 UPDATESOCT 2023 - DEC 2023	Q3 UPDATESJAN 2024 - MAR 2024	Q4 UPDATESAPR 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.	Ongoing - conversations at staff level.

Priority: Preserve naturally occurring affordable housing



Town of Wake Forest Strategic Plan
Quarterly Updates

Department	Initiatives	Q1 UPDATESJUL 2023 - SEP 2023	Q2 UPDATESOCT 2023 - DEC 2023	Q3 UPDATESJAN 2024 - MAR 2024	Q4 UPDATESAPR 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.	North Carolina Affordable Housing Coalition (NCAHCO) hosted a workshop for housing code officials throughout the state at the Renaissance Centre in May. We had 39 people in attendance. Marvin Weathers taught one of the sessions.
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.	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 UPDATESJUL 2023 - SEP 2023	Q2 UPDATESOCT 2023 - DEC 2023	Q3 UPDATESJAN 2024 - MAR 2024	Q4 UPDATESAPR 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.	Phase 3 has been awaiting an encroachment agreement, however we've been able to reach agreement with NCDOT. Expected to advertise the bid in July.
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.	MERJE coordinating with Public Works and Purchasing on respective bid documents. Funds approved in FY 25 for phase I.
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.	Program is ongoing and has picked up with the summer months. Officers patrol the greenways in an ATV and pass out bottled water.
Priority: Implement action items from the Northeast Area Plan					
Department	Initiatives	Q1 UPDATESJUL 2023 - SEP 2023	Q2 UPDATESOCT 2023 - DEC 2023	Q3 UPDATESJAN 2024 - MAR 2024	Q4 UPDATESAPR 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.	Identification of action items ongoing. UDO Open House Quarter 4.
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.	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.	This project is currently ongoing. Potential sites have been identified.
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.	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.	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 Massenburg sign was installed.	Interpretative history panels for the Community House and Pool, Holding Park, and Forrest Park have been ordered by Parks, Recreation & Cultural Resources with assistance by Planning- Historic Preservation.

Town of Wake Forest Strategic Plan
Quarterly Updates

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.	Consultant selected, and Planning is currently refining the scope of work so a contract can be executed next quarter. Ailey Young House was opened to public for Juneteenth.
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.	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.	Police Department continues to conduct speeding campaigns throughout the town to ensure safe driving and has speed signs which are placed in part due to community complaints.
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.	Parks, Recreation and Cultural Resources in discussion with students at Heritage High School about a future pickleball club meeting after hours at the tennis courts once a month starting next school year.
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 Shackelford 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.	Public Works supplied dumpsters and clear stream containers for the Juneteenth event. Ailey Young was opened by Planning (HP) Staff for Juneteenth Event. Historic Preservation Commission participated with a table at the Juneteenth Celebration. Police Department attends NECC meetings and helped with Juneteenth event. Organizational Performance staff attend the NECC meetings and served as a resource to guide the NECC through their first Juneteenth Parade. NECC attended Forest Fest Event with Wake Forest Downtown. PRCR partnered with the Northeast Community Coalition to host Wake Forest’s 2024 Juneteenth Celebration on Friday and Saturday, June 14-15. A “Community Gathering” was held on Friday, June 14, from 4-6:30 p.m. at Taylor Street Park, offering food, fun, and fellowship, the occasion also included arts and crafts and other activities for all ages.
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.	Home ownership program completed with minimal interest. Home repair program ongoing.
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.	No update
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.	No update
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.	No update
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.	Summer internship will focus on identifying and researching significant people, places, and events in the NE Community as part of the Study List application for National Register listing. Additional sites will be added to the walking tour brochure and the NE Story Map.

Town of Wake Forest Strategic Plan
Quarterly Updates

	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.	A walking tour of the historic NE Community was held in celebration of Historic Preservation Month in May by the Senior Planner for Historic Preservation. Staff also opened the Ailey Young House and provided tours for the Juneteenth event.
	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.	Preparing to order three historic markers for Olive Branch Baptist Church, Friendship Chapel Baptist Church, and the NE Community.
	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.	No 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.	No update
	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.	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.	The Renaissance Center partnered with the Northeast Community Coalition to bring free arts experiences to the Wake Forest community. The Village of Care Expressive Arts project invited participants to take part in over eight different mediums of art from pinch pots, pottery, and sewing, to crocheting and card making. The classes were well attended, and plans are being made to offer these experiences again in the future. The Public Art Commission was on hand at this year's Juneteenth celebration where they shared the first draft of the mural that will be placed at the Alton-Massenburg Center. The Commission also invited the public to participate in the creation of a piece of public art by painting a portion of a friendship totem. The totem is currently on display in the Arts Annex of the Renaissance Centre.
	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 receive the reconnecting community grant. The mobility hub project contract was approved.	The mobility hub grant project has started. An open house was held by NCDOT Consultant at the Renaissance Centre in June.
	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.	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.	Republic FNOW sponsorship is working well. Organizational Performance staff played a key role in assisting the NECC with logistical and safety planning for their 1st Juneteenth parade.
Priority: Offer events that bring the community together and celebrate our diverse cultures						
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				

Town of Wake Forest Strategic Plan
Quarterly Updates

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.	The Renaissance Centre presented several performances that brought the community together. The Drifters entertained our audiences with two performances and the Embers took the Centre stage in June. All three performances were SOLD-OUT. In addition, the Centre hosted a Community-Student Art Show featuring over 375 pieces of art created by area elementary, middle, and high schools. The celebration of local schools’ art culminated with an open house on Saturday, April 27th. Almost 800 students, parents, teachers, and friends viewed the exhibit throughout the month of April. It was the Centre’s largest art show to date attracting the largest attendance.
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.	PRCR hosted the Six Sundays in Spring Concert Series. We had one cancelation due to weather. The overall attendance was 11,000. PRCR hosted two movie nights - one each in May and June. PRCR Advisory Board hosted the annual National Trails Day (5K/3K) event. There were 291 runners/walkers this year. PRCR partnered with Pickles & Play to host the Wake Forest Spring Smash Pickleball Tournament at Flaherty Park. We had over 100 participants for the tournament. PRCR erected the annual Memorial Day Remembrance Wall of Honor throughout the month of May, at E. Carroll Joyner Park, Alston-Massenburg Center, and Flaherty Park. In recognition of the service and sacrifice of women and men in uniform, these Walls of Honor bear the names of as many as 500 veterans submitted by members of our community.
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. Planning/LRP received a CLG Grant to host historic preservation workshops. The first workshop was held in March to learn appropriate maintenance of historic cemeteries. A group of 20 + volunteers learned appropriate methods and participated in a cleanup of the "Old Friends" cemetery.	Public Works is participating in the Police Department (PD) Touch A Truck event. Sustainability 101 events are continuing. PD is hosting Touch A Truck event to raise money for Special Olympics. PD partnered with Wegman's for a drug take-back event on 4/27, participates in Meals on Wheels, completed several K9 demonstrations including at the Boys and Girls Club, Primrose, and the Taste of Music Festival, and hosted a coffee with a cop session. Organizational Performance staff assisted with partnership of arts programming for families at the Senior Center. The purpose of the programming was to provide a safe place for intergenerational families to connect to each other through the development of art.
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.	Supplied dumpsters for the Juneteenth event. Staffing FNOW events, supplying staff and barricades for other downtown events.

Town of Wake Forest Strategic Plan
Quarterly Updates

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.	Third annual Forest Fest was held on April 20, 2024. Wake Forest Downtown, Inc. partnered with Wake Forest Historic Half, Wake Forest Farmers Market, Wake Forest Guild of Artists for their Spring Art Market, and the Town of Wake Forest for their spring shredding event and annual Arbor Day tree seedling giveaway. The event was well attended and is an opportunity to celebrate the heart and history of Wake Forest. Friday Night on White returned April 12, May 10, and June 14 to start the 2024 season. This event continues to draw a crowd averaging 10,000 plus people at each event.
-------------------------	--	--	--	--	--

GOAL 4: Investing in Transportation and Infrastructure Priority: Develop a town-wide sustainability plan inclusive of power, water, stormwater, open space and other infrastructure <table><tr><th>Department</th><th>Initiatives</th><th>Q1 UPDATES JUL 2023 - SEP 2023</th><th>Q2 UPDATES OCT 2023 - DEC 2023</th><th>Q3 UPDATES JAN 2024 - MAR 2024</th><th>Q4 UPDATES APR 2024 - JUN 2024</th></tr><tr><td>1. Planning</td><td>Write Plan.</td><td>A budget request will occur in FY25.</td><td>A budget request will occur in FY25.</td><td>Requested as part of FY25 budget.</td><td>Requested as part of FY25 budget.</td></tr></table> Priority: Educate the community about transportation issues, challenges and opportunities <table><tr><th>Department</th><th>Initiatives</th><th>Q1 UPDATES JUL 2023 - SEP 2023</th><th>Q2 UPDATES OCT 2023 - DEC 2023</th><th>Q3 UPDATES JAN 2024 - MAR 2024</th><th>Q4 UPDATES APR 2024 - JUN 2024</th></tr><tr><td>1. Police</td><td>Hold Bike Safe Riders Skills Days classes for safe motorcycle operation.</td><td>No classes held during the quarter.</td><td>Assisted with SafetyCity at the North Carolina State Fair.</td><td>No updates this quarter.</td><td>Bike safety course was scheduled but had no one sign up. Bike Rodeo was set up during Meet in the Street where there was participation.</td></tr><tr><td>2. Engineering</td><td>Coordinate with Communications to disseminate information to public about Active Transportation Projects Map.</td><td>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</td><td>Webpage continues to be updated.</td><td>Webpage continues to be updated.</td><td>S. Franklin Street Widening project started June 2024. Flaherty Park Upper Dam improvements started May 2024.</td></tr><tr><td>3. Engineering</td><td>Review/develop policies for traffic calming, traffic control improvements, parking for clear procedures and easily accessible.</td><td>Reviewed policy and working on policies to streamline internal communications.</td><td>Working on policies to streamline internal communications.</td><td>Working on policies to streamline internal communications.</td><td>Working on policies to streamline internal communications.</td></tr><tr><td>4.Planning</td><td>Collaborate with Communications to develop a video about transportation, process, how improvements are made.</td><td>Complete</td><td></td><td></td><td></td></tr></table> Priority: Evaluate options for transit <table><tr><th>Department</th><th>Initiatives</th><th>Q1 UPDATES JUL 2023 - SEP 2023</th><th>Q2 UPDATES OCT 2023 - DEC 2023</th><th>Q3 UPDATES JAN 2024 - MAR 2024</th><th>Q4 UPDATES APR 2024 - JUN 2024</th></tr><tr><td>1. Planning</td><td>Continue S-line evaluation efforts.</td><td>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.</td><td>Grant associated with letter of support last quarter was awarded this quarter.</td><td>Conversations are ongoing.</td><td>Mobility hub study is currently underway.</td></tr></table>						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	Write Plan.	A budget request will occur in FY25.	A budget request will occur in FY25.	Requested as part of FY25 budget.	Requested as part of FY25 budget.	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. 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.	Bike safety course was scheduled but had no one sign up. Bike Rodeo was set up during Meet in the Street where there was participation.	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.	S. Franklin Street Widening project started June 2024. Flaherty Park Upper Dam improvements started May 2024.	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.	Working on policies to streamline internal communications.	4.Planning	Collaborate with Communications to develop a video about transportation, process, how improvements are made.	Complete				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	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.	Mobility hub study is currently underway.
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	Write Plan.	A budget request will occur in FY25.	A budget request will occur in FY25.	Requested as part of FY25 budget.	Requested as part of FY25 budget.																																																						
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. 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.	Bike safety course was scheduled but had no one sign up. Bike Rodeo was set up during Meet in the Street where there was participation.																																																						
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.	S. Franklin Street Widening project started June 2024. Flaherty Park Upper Dam improvements started May 2024.																																																						
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.	Working on policies to streamline internal communications.																																																						
4.Planning	Collaborate with Communications to develop a video about transportation, process, how improvements are made.	Complete																																																									
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	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.	Mobility hub study is currently underway.																																																						

Town of Wake Forest Strategic Plan
Quarterly Updates

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.	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.	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 advisors and bond counsel.	Sale date for issuance of \$22,050,000 was changed to October 1. In addition, we will be issuing \$1,460,000 in two-thirds bonds to secure additional funding for Parks and Recreation Projects. Staff working with LGC, financial advisors and bond counsel. Meetings with rating agencies (Fitch, S&P and Moody's) scheduled for August 22 and 23.
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.	No updates.

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.	Downtown Development Updates (emailed newsletter) continue to be utilized to share pertinent information 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.	Downtown Dispatch (emailed newsletter) and Downtown Business Facebook page continue to be utilized to share pertinent information with business owners.

Town of Wake Forest Strategic Plan
Quarterly Updates

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.	Ongoing
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.	Downtown Dispatch (emailed newsletter) and Downtown Business Facebook page continue to be utilized to share pertinent information with business owners.
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.	Merchant social was held on June 18, 2024 at BroadSides and Brews with approximately 23 people in attendance and 11 different businesses across various sectors represented.
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.	Significant updates and a presentation on the work of the Economic Development Department and the WFBIP were provided via email in June 2024 to board members.
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.	Public Works held a Shred It event in April as part of the Arbor Day event. Another was held at Joyner in June. We continue to supply litter kits to residents and businesses that help cleanup the town.
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.	A proposal review committee comprised of key Town staff reviewed all proposals submitted. The committee suggests Johnson Consulting in association with Theatre Consultants Collaborative for the feasibility study. The study is expected to take approximately 20 weeks to complete. Staff will seek Board approval in quarter one of FY2025.



Board of Commissioners Agenda Item Report

Agenda Item No.: 2024-99-

Submitted by: Terry Savary

Submitting Department: Administration

Meeting Date: August 20, 2024

SUBJECT

CIP Project Tracker

Recommendation:

Item Summary:

ATTACHMENTS

- [CIP Project Tracker Q4_FY2023-2024.pdf](#)

PROJECT TITLE	PHASE	TOTAL PROJECT COST	PROJECT DESCRIPTION	DEPT & PROJECT MANAGER	COMPLETED YES / NO	EXPECTED COMPLETION	PROJECT UPDATE: Q4: April - June 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	Land acquisition is complete. RFP for Concept Plan for Ailey Young House Heritage Site/Northeast Gateway Park received six proposals. Currently refining the SOW with the highest ranking consultant. Expect to award contract for Concept Plan 1st quarter 25.
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	Project is transitioning to Public Works (Tim Bailey/Joe Medlin). Coordinating with MERJE to develop bid package for phase I which includes downtown. Funds were approved 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	Yes	06/31/24	All phones have been replaced and transferred from the previous carrier.
Work Order and Asset Management Software	In Progress	\$220,000	Software Upgrades	Information Technology - Adam Oates	No	6/30/2025	The first three departments, Streets, Urban Forestry, and Parks and Recreation maintenance, will go live on the new system on July 17th and 18th.
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	These items are complete.
Fire Training Deck Rebuild		\$48,000	Remove and rebuild deck on training conex units	Public Facilities – Mickey Rochelle	yes	6/30/2023	Training Deck has been completed and is currently being used by the recruits.
Storage Shelter Warehouse		\$125,000	Construct shelter to store electrical wire out of the elements.	Public Facilities – Mickey Rochelle	No	6/30/2024	Ready for bids. Working with Randy to set dates.

Town Hall Upfits - (FY 23-24)		\$150,000		Public Facilities – Mickey Rochelle	No	6/30/2023	Working with Gensler on a plan for moving forward.
Police							
License Plate Reader System		\$157,500	Installation of fixed automatic license plate reader systems throughout the town.	Police - Jeff Leonard	Yes	Ongoing	Project completd (install), but ongoing due to being a yearly lease.
Fire							
Fire Logistics Facility		\$4,500,000	Warehouse space needed to store reserve equipment and supplies.	Public Facilities - Mickey Rochelle	No	Ongoing	Currently waiting for DOT approvals and sprinkler drawings.
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	The signal at Song Sparrow and Forestville Roads is complete and fully operational. Complete. Construction underway on Wait Avenue and Middlegame. Design nearly completion for Forestville Rd and Coach Lantern Ave.
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	Bid for construction advertised 7/25 and will be posted for four (4) weeks. Bid opening is scheduled for August 22nd at 1pm in room 002A/B.
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	A contract with Kimley-Horn was executed to update the plans, obtain permits, and develop bid set.
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	Bid for construction advertised 7/25 and will be posted for four (4) weeks. Bid opening is scheduled for August 22nd at 1pm in room 002A/B.
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	A contract with Kimley-Horn was executed to update the plans, obtain permits, and develop bid set.

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	No update.
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	No update. Bond project.
Ligon Mill Road Underpass	Construction	\$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	Under construction. Approximately 70% Complete.
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	Final payment included in FY 25 Budget.
S. Franklin Street Expansion	Construction	\$2,700,000	Joint Development Agreement for road widening of S. Franklin Street to increase LOS to accommodate increased traffic. The project includes widening the road from two lanes to 4 lanes with a median, sidewalk on both	Engineering - Steven Meyer	No	4/1/2025	Clearing and grubbing started in June 2024.
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	Field is playable for games however there are a few items to address. Rails to stairs schedule to be installed the week of July 8th. AV/sound equipment to be installed in July. Bleachers are scheduled to arrive mid-August.
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	Under construction. Estimated completion Winter 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	90% design submitted for review.
Sidewalk Replacement	In Progress	\$50,000	Replace deteriorated, broken and/or uneven sidewalks.	Public Works - Streets Tim Bailey	No	6/30/2022	Replaced 865 LF of sidewalk in various locations.

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	Construction underway. Estimated completion Fall 2024.
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	Bulk work has been completed. Report is in need of final updates, but will be wrapped up this calendar year.
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	Will start this calendar year.
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	Will start this calendar year.
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	On going
LED Conversion	In Progress	\$125,000	Convert every light to LED over next 3-5 years	Wake Forest Power Chris Terrell	No	Annual	ongoing
Public Works							

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	None this quater
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 quater
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 Agenda Item Report

Agenda Item No.: 2024-248-

Submitted by: Terry Savary

Submitting Department: Administration

Meeting Date: August 20, 2024

SUBJECT

Commissioner Reports

Recommendation:

Item Summary:

ATTACHMENTS

-