



**Wake Forest Board of Commissioners Work Session
Meeting Agenda
July 06, 2023 at 6:00 PM**

1. Presentations

- 1.1. Present to the Board information for Intermunicipal Agreement for Stormwater and paving Improvements for Reimbursement

[Summary.docx](#)

[Attachment_A_COR N. Main_2023-xx Resolution.docx](#)

[Attachment_B_Exhibit 2 - Staff Report.docx](#)

[Attachment_C_Water Main and Storm Sewer Improvements.docx](#)

[Exhibit 1_COR Watermain Replacement Scope.pdf](#)

- 1.2. Presentation on the Wake Forest Public Transit Plan Transit Service Alternatives
[Agenda Summary](#)

- 1.3. Presentation of the third amendment to the Wake Forest/Raleigh Utility Merger Agreement

[2023-167 Agenda Summary_BoC.pdf](#)

[Wake Forest Merger Agreement Amendment #3.pdf](#)

2. Discussion of Monthly Financial Report

3. Review of Draft Agenda for Upcoming Regular Meeting

- 3.1. Review of Draft Agenda for Upcoming Regular Meeting
[DraftBOCAgendaJul202318.pdf](#)

4. Other Business

5. Commissioner Reports

6. Adjournment



Board of Commissioners Work Session Agenda Item Report

Agenda Item No.: 2023-152-

Submitted by: Steven Meyer

Submitting Department: Engineering

Meeting Date: July 6, 2023

SUBJECT

Present to the Board information for Intermunicipal Agreement for Stormwater and paving Improvements for Reimbursement

Recommendation:

Consider the agreement between the City of Raleigh and the Town of Wake Forest for stormwater and street replacement related to the City of Raleigh's water main expansion project.

Item Summary:

ATTACHMENTS

- [Summary.docx](#)
- [Attachment_A_COR N. Main_2023-xx Resolution.docx](#)
- [Attachment_B_Exhibit 2 - Staff Report.docx](#)
- [Attachment C_Water Main and Storm Sewer Improvements.docx](#)
- [Exhibit 1_COR Watermain Replacement Scope.pdf](#)

ITEM TITLE: Present to the Board information for Intermunicipal Agreement for stormwater infrastructure and paving improvements for Reimbursement Contract

ITEM SUMMARY: The City of Raleigh is performing water and sanitary sewer utility upgrades in the project area. The Town of Wake Forest is partnering with the City of Raleigh to make stormwater infrastructure and roadway resurfacing improvements within the project area.

ATTACHMENTS: Attachment_A_COR N. Main_2023-xx Resolution
Attachment_B_Exhibit 2 - Staff Report
Attachment C_Water Main and Storm Sewer Improvements
Exhibit 1: COR Watermain Replacement Scope

SPECIFIC ACTION REQUESTED: Recommend approval.

RESOLUTION 2023-XX

RESOLUTION AUTHORIZING THE TOWN MANAGER TO EXECUTE ON BEHALF OF THE TOWN OF WAKE FOREST, AN INTERMUNICIPAL AGREEMENT WITH THE CITY OF RALEIGH FOR STORM WATER AND PAVING IMPROVEMENTS FOR REIMBURSEMENT (Wake Forest Water Main Replacement and Repair Project, Wake Forest) IN THE AMOUNT NOT TO EXCEED \$1,350,000.00.

WHEREAS, The Wake Forest Water Main Replacement and Repair Project, Wake Forest (hereinafter, “THE PROJECT”) includes the upgrade or replacement of water mains along sections of South Wingate, North Wingate, West Cedar Avenue, North Main, North White, East Juniper North Allen, East Jones, South Brooks and sections of South Main by the City of Raleigh on the attached Exhibit 1 (hereinafter, the “PROJECT AREA”). The Town of Wake Forest has requested upgrades of stormwater pipes, such as pipe replacement, box replacement, associated excavation and paving along sections throughout the PROJECT AREA as shown on the attached Exhibit 1; and

WHEREAS, RALEIGH submitted water main replacement plans to WAKE FOREST through the plan review portal. WAKE FOREST contacted RALEIGH and requested an opportunity to partner with utility upgrades in order to expand the scope due to age of WAKE FOREST’S infrastructure within the PROJECT AREA; and

WHEREAS, RALEIGH, as owner of the water distribution and sanitary sewer collection system within WAKE FOREST’S territory, and pursuant to the Merger Agreement by and between RALEIGH and WAKE FOREST effective July 1, 2005 (as amended), is responsible for the costs related to the installation of the water facility improvements within the PROJECT AREA; and

WHEREAS, WAKE FOREST, as owner of the storm sewer collection system and local roadways within WAKE FOREST’S territory is responsible for the costs related to the additional replacement of storm sewer with the associated costs for excavation and materials, and additional paving limits within the PROJECT AREA; and

WHEREAS, this AGREEMENT is made pursuant to authority in North Carolina General Statutes §§160A - 460, *et seq.*

NOW, THEREFORE, BE IT RESOLVED that the governing body of the Town of Wake Forest hereby authorizes the Town Manager to execute this intermunicipal Agreement with the City of Raleigh for the City of Raleigh Wake Forest Water Main Replacement and Repair Project in the not to exceed amount of \$1,350,000.

This the 6th day of July 2023.

Motion by: _____

Second by: _____

Mayor: _____

ATTEST:

(Town Clerk)

STAFF REPORT

To: Board of Commissioners
Date: June 26, 2023
Case: STORM SEWER AND PAVING RESURFACING IMPROVEMENTS FOR REIMBURSEMENT
Prepared By: Steven Meyer, CIP Manager

PURPOSE:

To authorize the Town Manager to enter into an agreement between the City of Raleigh, hereinafter referred to as "RALEIGH", a North Carolina municipal corporation, and the Town of Wake Forest, hereinafter referred to as "WAKE FOREST", a North Carolina municipal corporation, for the purposes of reimbursement for the installation of certain stormwater repairs, stormwater upgrades, road paving and associated design of said improvements, as requested by WAKE FOREST, within the project listed at Wake Forest Water Main Replacement and Repair Project, Construction Plan 21-09, hereinafter referred to as "THE PROJECT".

BACKGROUND INFORMATION:

The Engineering Department is requesting to enter into an agreement with RALEIGH via an Intermunicipal Agreement to make necessary repairs and improvements to the areas impacted by the City of Raleigh Water Main Replacement and Repair Project. The areas impacted by this project will receive necessary infrastructure upgrades and repairs to aging infrastructure as well as the opportunity to resurface roadway sections located in the project area. This project demonstrates our commitment to investing in infrastructure improvements. The cost associated with this agreement is not to exceed \$1,350,000 which is to include design and construction services. Construction is scheduled to start in 2024.

STAFF ANALYSIS:

The Project area will impact the Town of Wake Forest's stormwater infrastructure and roads.

This is a cost savings opportunity to upgrade existing infrastructure through the City of Raleigh contract.

The Town of Wake Forest's engineering staff see this as an opportunity to upgrade stormwater pipes, such as pipe replacement, box replacement, excavation and paving along sections throughout the PROJECT AREA.

This project will be funded by the American Rescue Plan Act known as ARPA.

STAFF COMMENTS:

The Town has been working closely with the City of Raleigh and their consultant, WK Dickson to identify an appropriate scope of work within the Project area.

This project aligns with the strategic goal of investing in transportation and infrastructure.

STATE OF NORTH CAROLINA
COUNTY OF WAKE

**INTERMUNICIPAL AGREEMENT FOR
STORM WATER AND PAVING IMPROVEMENTS FOR
REIMBURSEMENT
(Wake Forest Water Main Replacement and Repair Project, Wake
Forest)**

This **AGREEMENT** made and entered by and between the City of Raleigh, hereinafter referred to as “RALEIGH”, a North Carolina municipal corporation, and the Town of Wake Forest, hereinafter referred to as “WAKE FOREST”, a North Carolina municipal corporation, for the purposes of reimbursement for the installation of certain stormwater repairs, stormwater upgrades, road paving and associated design of said improvements, as requested by WAKE FOREST, within the project listed at Wake Forest Water Main Replacement and Repair Project, Construction Plan 21-09, hereinafter referred to as “THE PROJECT”.

WITNESSETH:

WHEREAS, THE PROJECT includes the upgrade or replacement of water mains along sections of South Wingate, North Wingate, West Cedar Avenue, North Main, North White, East Juniper North Allen, East Jones, South Brooks and sections of South Main on the attached Exhibit 1 located within THE PROJECT (hereinafter, the “PROJECT AREA”) to encompass certain associated improvements associated with the upgrade of stormwater pipes, such as pipe replacement, box replacement, excavation and paving along sections throughout the PROJECT AREA as shown on the attached Exhibit 2; and

WHEREAS, RALEIGH submitted water main replacement plans to WAKE FOREST through the plan review portal. WAKE FOREST contacted RALEIGH and requested an opportunity to partner with utility upgrades in order to expand the scope due to age of WAKE FOREST’S infrastructure within the PROJECT AREA.

WHEREAS, WAKE FOREST desires to have certain water storm water and road improvements installed within the PROJECT AREA; and

WHEREAS, RALEIGH, as owner of the water distribution and sanitary sewer collection system within WAKE FOREST’S territory, and pursuant to the Merger Agreement by and between RALEIGH and WAKE FOREST effective July 1, 2005 (as amended), is responsible for the costs related to the installation of the water facility improvements within the PROJECT AREA; and

WHEREAS, this AGREEMENT is made pursuant to authority in North Carolina General Statutes §§160A - 460, *et seq.*

NOW, THEREFORE, WAKE FOREST and RALEIGH mutually agree to the following:

1.0 PROCUREMENT AND CONSTRUCTION

1.01 Procurement. RALEIGH will be responsible for the design and will administer the

construction contract for THE PROJECT, which shall include certain storm water facilities improvements shown on Exhibit 3 attached hereto (the “PUBLIC STORM WATER UPGRADES”).

1.02 Construction. RALEIGH will construct the PUBLIC STORM WATER UPGRADES to WAKE FOREST construction standards pursuant to the Town of Wake Forest Manual of Specification, Standards and Design or NCDOT Roadway Design Manual as applicable per right of way jurisdiction. RALEIGH shall provide, or cause to be provided, as-built drawings to WAKE FOREST for the PUBLIC STORM WATER UPGRADES at least prior to acceptance of and reimbursement for the PUBLIC STORM WATER UPGRADES by WAKE FOREST.

1.03 Coordination. RALEIGH shall provide WAKE FOREST at a minimum weekly regular construction status updates, or more as necessary at RALEIGH’s reasonable discretion based on construction progress, throughout THE PROJECT. The purpose of the coordination is to expand and minimize the scope of work related to the PUBLIC STORM WATER UPGRADES due to condition of the pipe once it is exposed. Changes in coordination related to the frequency of updates or method, may be made via email by both parties.

1.04 Reporting & Contracting. RALEIGH shall provide WAKE FOREST information needed for reports associated with THE PROJECT. WAKE FOREST requests all documents associated with the formal bidding process which to include but are not limited, the winning bidding proposal, awarded bid tab, specification sheets, information related to disadvantage business enterprise, minority and women owned participation, contractor names and contact information, and the listing of subcontractors with over \$50,000 in the award. The request and need for documents is due to funding requirements associated with WAKE FOREST funding. RALEIGH will provide the requested documents within sixty (60) days of the signed construction agreement and will report any changes to WAKE FOREST within thirty (30) days of such change.

1.05 Inspection. RALEIGH inspectors will call WAKE FOREST when opening each road to do an initial inspection of exposed storm pipe during the excavation process for the water main replacement in order for WAKE FOREST to confirm if additional excavation is required as noted in the scope and length of piping listed in the storm pipe replacement scope. Scope exclusions should be documented in email between the RALEIGH inspectors or CONTRACTOR if agreed upon by both parties, and WAKE FOREST with photos to support the field decision. WAKE FOREST will make themselves available each business day as necessary.

RALEIGH shall coordinate with the CONTRACTOR to provide WAKE FOREST reasonable access to THE PROJECT work site for the purposes of periodic inspection of the PUBLIC STORM WATER UPGRADES, including a final inspection of the PUBLIC STORM WATER UPGRADES by WAKE FOREST, which shall occur no later than thirty (30) days after receipt of notice by RALEIGH of completion of the PUBLIC UTILITY UPGRADES.

1.06 Project Changes. In the event circumstances arise during construction of THE PROJECT which require material changes to the PUBLIC STORM WATER UPGRADES and RALEIGH is made aware of such changes by the CONTRACTOR, then RALEIGH shall

promptly provide WAKE FOREST written notice of and a cost estimate for such changes. WAKE FOREST may then either terminate this Agreement pursuant to Section 3.0 of this Agreement or approve such changes by providing written notice to RALEIGH of its approval.

- 1.07 Appointment of Personnel.** Each party shall, at such party's reasonable discretion, select and appoint personnel to perform the functions of this Agreement. Notwithstanding the foregoing or anything herein to the contrary, the funding terms set forth in Section 2.0 herein below may only be changed by written consent of the Chief Financial Officer for WAKE FOREST.

2.0 FUNDING

- 2.01 Costs.** WAKE FOREST will reimburse RALEIGH for all costs associated with planning, designing, engineering, administering, and installing the PUBLIC STORM WATER UPGRADES, including, without limitation, the following items, or items substantively equivalent thereto.

Summary of Costs		
Pay Item Description	Quantity	Amount
Additional Survey for Design	1. Brooks Street & E. Owen 2. Stadium Drive & E. Owen	\$9,000.00
Additional SUE for Design	1. Brooks Street & E. Owen 2. Stadium Drive & N. Wingate	\$6,750.00
Design for Storm sewer and street work		\$45,500.00
Storm sewer additions and North Allen Paving		\$1,277,501
		Total \$1,350,000

The actual cost of the PUBLIC STORM WATER UPGRADES shall not exceed \$1,350,000.00. WAKE FOREST will not reimburse any amounts exceeding \$1,350,000.00 unless WAKE FOREST provides RALEIGH its prior written approval for such additional reimbursement(s). The Parties agree to amend this Agreement to reflect such additional reimbursements.

- 2.02 Payment.** WAKE FOREST will issue payment to RALEIGH for completion of the PUBLIC STORM WATER UPGRADES. Upon final completion of the PUBLIC STORM WATER UPGRADES, RALEIGH will invoice WAKE FOREST for the actual costs associated with planning, designing, engineering, administering, and installing the PUBLIC STORM WATER UPGRADES which may be less than the maximum \$1,350,000.00 authorized for reimbursement under this Agreement. WAKE FOREST shall reimburse RALEIGH within thirty (30) days of receipt of such invoice.

3.0 TERM AND TERMINATION

- 3.01 Term.** The term of this Agreement shall run from the date first referenced herein above until WAKE FOREST has paid all amounts owed under this Agreement to RALEIGH.

- 3.02 Termination.** Either party shall have the right to terminate its participation in this Agreement in the event of a material breach of the terms and conditions of this Agreement by the other party which has not been cured within fifteen (15) days following delivery of written notice thereof (or if such breach is unable to be cured within a 15-day period, then within a reasonable period of time thereafter). Such termination shall be effective upon giving fourteen (14) days written notice to the other party, such notice to be delivered to the following address:

Town of Wake Forest: Kip Padgett, Town Manager
Town of Wake Forest
301 S. Brooks Street
Wake Forest, NC 275878

City of Raleigh Whit Wheeler, Interim Public Utilities
Director
City of Raleigh
One Exchange Plaza, 6th Floor
P.O. Box 590
Raleigh, NC 27602

The roles and responsibilities of the parties shall terminate within fourteen (14) days after receipt by the non-terminating party of such notice (the "TERMINATION DATE"), unless otherwise agreed in writing by both parties. Such termination shall not relieve the parties of their respective responsibilities under this Agreement for payment of their commitments as of the TERMINATION DATE. Within fifteen (15) days of the TERMINATION DATE, each party shall account to the other party for those items through the TERMINATION

DATE which have been paid for and shall be reimbursed by the other party pursuant to this Agreement. Such other party shall make final payment within thirty (30) days of receipt of such accounting.

4.0 General Terms

- 4.01 Amendment.** Any amendment to this Agreement to be effective must be in writing, signed by the Town or City Manager, as the case may be, or other authorized representative of the parties, and executed with the same formality and approvals as the foregoing Agreement.
- 4.02 Assignment.** No party shall assign any portion of this Agreement or the rights and responsibilities hereunder to another person or entity who is not party to this Agreement without prior written consent of the parties.
- 4.03 No Third-Party Beneficiaries.** This Agreement is not intended for the benefit of any third party. The rights and obligations contained herein belong exclusively to the parties hereto, and shall not confer any rights or remedies upon any person or entity other than the parties hereto.
- 4.04 Indemnification.** To the extent and limits of the North Carolina Tort Claims Act, Article 31 of Chapter 143 of the North Carolina General Statutes, and without waiving either party's sovereign immunity, the defaulting party shall indemnify the non-defaulting party for any liabilities, damages, costs and claims arising from or relating to the negligent acts or omissions of the defaulting party committed in connection with this Agreement. This indemnification obligation shall survive the expiration or termination of this Agreement. This indemnification is limited to the insurance coverage applicable to the defaulting party's negligent acts or omissions committed in connection with this Agreement. Such liability arises out of acts for which any defense of governmental, statutory, or common law immunity is not available. The indemnification provided for herein shall not be construed as a waiver of any applicable defense of governmental, statutory, or common law immunity, and shall not prevent either party from asserting any defense of such immunity; provided that if a court of competent jurisdiction determines that no such immunity applies, then the indemnity provided for herein shall apply.
- 4.04 Ethics Provision.** The parties acknowledge and shall adhere to the requirements of N.C. Gen. Stat. §133-32, which prohibits the offer to, or acceptance by any state or local employee of any gift from anyone with a contract with the governmental entity or from a person seeking to do business with the governmental entity.
- 4.05 Governing Law; Venue.** This Agreement and the rights and obligations of the parties hereto shall be interpreted, construed, and enforced in accordance with the laws of the State of North Carolina and shall be enforced only in its General Court of Justice to the extent that any such actions will lie therein. The venue for any such action relating to this Agreement shall be Wake County Civil Superior Court.

- 4.06 Entire Agreement.** The terms and provisions herein contained constitute the entire agreement by and between the parties hereto and shall supersede all previous communications, representations, or agreements, either oral or written between the parties hereto with respect to the subject matter hereof.
- 4.07 Severability.** If any provision of this Agreement shall be determined to be unenforceable by a court of competent jurisdiction, such determination will not affect any other provision of this Agreement.
- 4.08 Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original.
- 4.09 Non-Discrimination Assurances.**
To the extent permitted by North Carolina law, the Parties for themselves, their agents, officials, directors, officers, members, representatives, employees, and contractors agree not to discriminate in any manner or in any form based on actual or perceived age, mental or physical disability, sex, religion, creed, race, color, sexual orientation, gender identity or expression, familial or marital status, economic status, veteran status or national origin in connection with this Contract or its performance.

The Parties agree to conform with the provisions and intent of Raleigh City Code §4-1004 in all matters related to this Contract. This provision is incorporated into the Contract for the benefit of the City of Raleigh and its residents and may be enforced by an action for specific performance, injunctive relief, or any other remedy available at law or equity. This section shall be binding on the successors and assigns of all parties with reference to the subject matter of the Contract.

(Signature page follows this page)

EXHIBIT
1- THE
PROJECT



DRAWING INDEX
SCALE: 1"=500'

100' 0" 100' 0" 100' 0"

EXHIBIT 2- PROJECT AREA

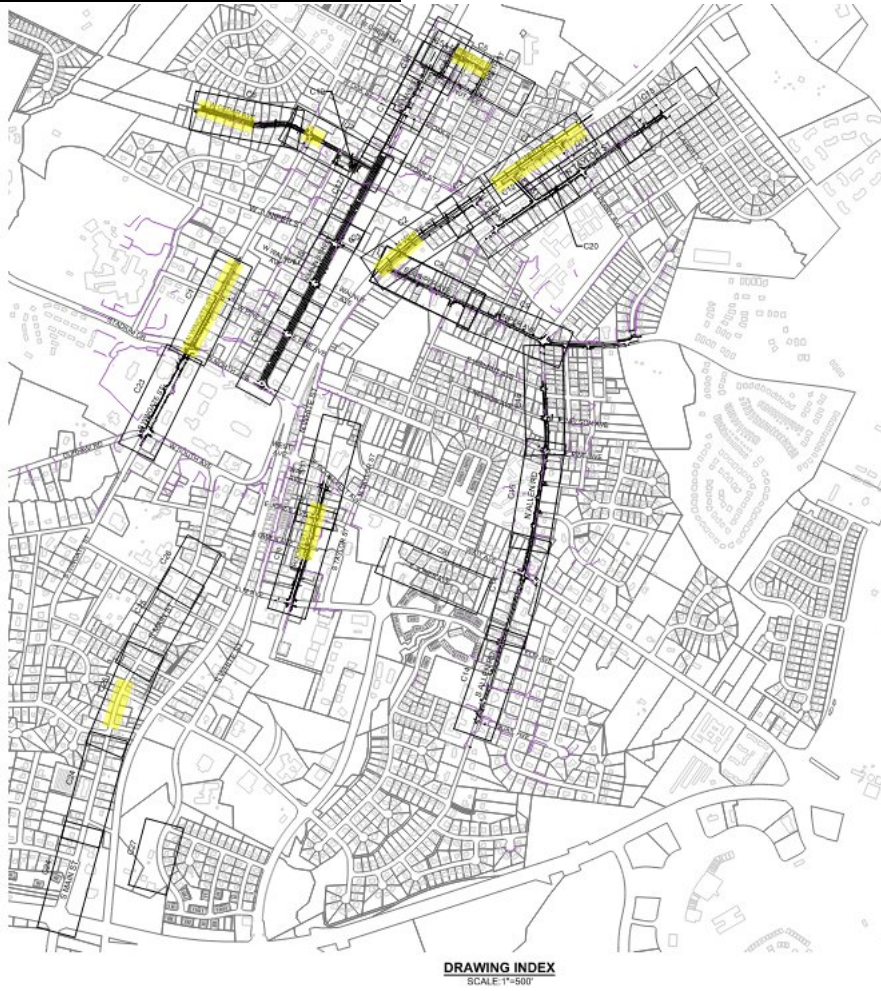


EXHIBIT 3- PUBLIC STORMWATER UPGRADES- COST ESTIMATE

Engineer's Opinion of Probable Construction Cost

Project: TO4 WF Water Line Replacement & Improvements
 Project No: 2015005100RA
 Location: Wake County

Prepared by: A. Pitts
 Date: June 30, 2021

Additional WF Stormwater & Street Replacement Construction					
Item No.	Item	Estimated Quantities	Unit	Unit Price	Total Price
1	Remove, Dispose, & Replace 12" CL III RCP 0-6' Depth	135	LF	\$ 150.00	\$ 20,250.00
2	Remove, Dispose, & Replace 15" CL III RCP 0-6' Depth	249	LF	\$ 200.00	\$ 49,800.00
3	Remove, Dispose, & Replace 18" CL III RCP 0-6' Depth	1,164	LF	\$ 250.00	\$ 291,000.00
4	Remove, Dispose, & Replace 18" CL III RCP 6-10' Depth	23	LF	\$ 275.00	\$ 6,325.00
5	Remove, Dispose, & Replace 24" CL III RCP 0-6' Depth	24	LF	\$ 300.00	\$ 7,200.00
6	Remove, Dispose, & Replace Catch Basin Box 0-6' Depth	16	EA	\$ 5,500.00	\$ 88,000.00
7	Remove, Dispose, & Replace Catch Basin Box 6-10' Depth	2	EA	\$ 8,000.00	\$ 16,000.00
8	Additional Excavation	1,476	CY	\$ 65.00	\$ 95,940.00
9	N. Allen Rd. Re-Pave (Quail Ave. To E. Juniper Ave.)	10,670	SY	\$ 55.00	\$ 586,850.00
Probable Construction Cost					\$ 1,161,365.00
Construction Contingency Due to Current Price Variability				10%	\$ 116,136.50
Total Probable Construction Cost					\$ 1,277,501.50

TE

IN WITNESS WHEREOF, the parties hereto have executed this Contract by digital signature, under seal, on the respective dates below, and this Contract shall be effective upon the date of the City's signature.

TOWN OF WAKE FOREST:

CITY:

CITY OF RALEIGH
a North Carolina municipal corporation

By:
Signature

By:
Signature

Kip Padgett

Name

Name

Town Manager

Title

City Manager

Title

City Manager's Office

Department

Date of Signature

Date of Signature

ATTEST:

ATTEST:

Signature

City Clerk (or designee)

Name

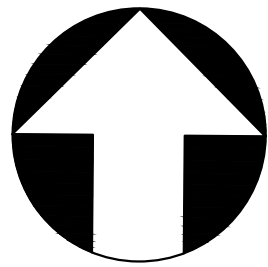
Title

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

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

Aileen Staples, Chief Financial Officer

Chief Financial Officer (or designee)



PROFESSIONAL SEAL

[illegible]

KE FOREST WATER LINE REPLACEMENT
WAKE FOREST, NORTH CAROLINA
CITY OF RALEIGH PUBLIC UTILITIES

PROJECT NAME:

DRAWING TITLE:

PROJ. MGR.:	MWF
DESIGN BY:	MWF/MOS
DRAWN BY:	MOS
PROJ. DATE:	2015
DRAWING NUMBER:	
G3 OF 50	
WKD PROJ. NO.:	
20150051.00.RA	

PRELIMINARY-60% SUBMITTAL FOR REVIEW ONLY

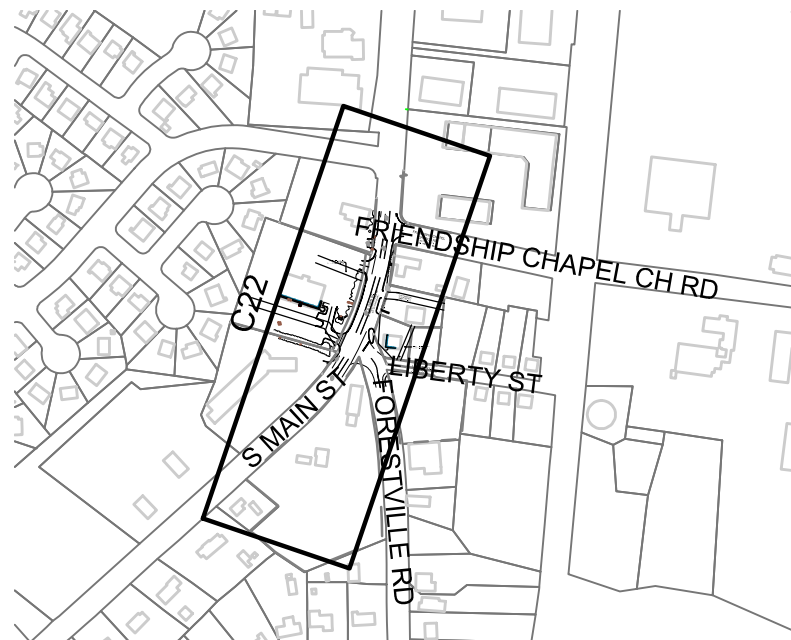


DRAWING INDEX

SCALE: 1"=500'

DRAWING INDEX

SCALE:1"=500'



REVIEW APPROVAL

CITY OF RALEIGH-PLANS AUTHORIZED FOR CONSTRUCTION

Plans for the proposed use have been reviewed for general compliance with applicable codes. This limited review, and authorization for construction, does not to be considered a representation of compliance with all legal requirements for development and construction. The property owner, design consultants, and contractor are each responsible for compliance with all applicable city, state and federal laws. The specific authorization below is not a permit, nor shall it be construed to permit any violation of city, state or federal law, all construction must be in accordance with all local, state and federal rules and regulations.

CITY OF RALEIGH
Public Utilities

Public
Water Distribution / Extension System

The City of Raleigh consents to the connection and extension of the City's public water system as shown on this plan. The materials and construction methods used for this project shall conform to the standards and specifications of the City's Public Utilities Department.

City of Raleigh
Public Utilities Department Permit #

Date _____

ATTENTION CONTRACTORS

The Construction Contractor responsible for the extension of water, sewer, and/or reuse, as approved in these plans, is responsible for contacting the **Public Utilities Department** at **(919) 996-4540** at least **twenty four hours** prior to beginning any of their construction.

Failure to notify any **City Departments** in advance of beginning construction, will result in the issuance of **monetary fines**, and require reinstallation of any water or sewer facilities not inspected as a result of this notification failure.

Failure to call for Inspection, Install a Downstream Plug, have Permitted Plans, the Jobsite, or any other Violation of City of Raleigh Standards will result in a **Fine and Possible Exclusion** from future work in the **City of Raleigh**.

All construction to be in accordance with all City of Raleigh and/or NCDOT standards and specifications.

Public

Public Water Distribution / Extension Systems

The City of Raleigh consents to the connection and extension of the City's public water system as shown on this plan. The material and Construction methods used for this project shall conform to the standards and specifications of the City's Public Utilities Handbook.

City of Raleigh

Date _____



Board of Commissioners Work Session Agenda Item Report

Agenda Item No.: 2023-169-
Submitted by: Courtney Tanner
Submitting Department: Planning
Meeting Date: July 6, 2023

SUBJECT

Presentation on the Wake Forest Public Transit Plan Transit Service Alternatives

Recommendation:

Item Summary:

ATTACHMENTS

- [Agenda Summary](#)

Agenda Item: Presentation on the Wake Forest Public Transit Plan Transit Service Alternatives

Summary: The Town of Wake Forest began offering bus service in 2008 as a partnership between the City of Raleigh and the Town of Wake Forest, with GoRaleigh operating the route and the City of Raleigh paying a portion of the total cost, equivalent to the percentage of route in Raleigh. The fare free fixed route service, the Wake Forest Loop, offers Wake Forest residents access to commercial and shopping opportunities, medical facilities, and public services in the Wakefield neighborhood in Raleigh. The Town is also served by the Wake Forest-Raleigh Express (WRX), a commuter service route from GoTriangle, and operated by GoRaleigh. The bus service runs hourly service during peak hours between Downtown Wake Forest, Triangle Town Center, and Downtown Raleigh.

After conducting a popup event, open houses, two online surveys, and evaluating existing conditions, Toole Design developed several transit service alternatives to address the five identified purposes for expanding transit in Wake Forest. Feedback provided by the Board of Commissioners, Planning Board, and the public will be used to 1) select the preferred alternative, 2) develop preferred scenario feasibility, and 3) finalize the draft Public Transit Plan and action matrix.

Attachments: None



Board of Commissioners Work Session Agenda Item Report

Agenda Item No.: 2023-167-
Submitted by: Courtney Tanner
Submitting Department: Planning
Meeting Date: July 6, 2023

SUBJECT

Presentation of the third amendment to the Wake Forest/Raleigh Utility Merger Agreement

Recommendation:

Item Summary:

ATTACHMENTS

- [2023-167 Agenda Summary_BoC.pdf](#)
- [Wake Forest Merger Agreement Amendment #3.pdf](#)

Agenda Item: Consideration of the third amendment to the Wake Forest/Raleigh Utility Merger Agreement

Summary: Raleigh and Wake Forest entered into an agreement to merge the utility functions of both municipalities on June 6, 2005 with the first amendment on October 15, 2013 and the second amendment on September 4, 2019. This amendment 1) reconciles a Wake Forest overpayment by increasing the water supply allocation; 2) modifies Exhibit A to include the stippled area to Wake Forest's service area limits; and 3) sells 234 S College to Raleigh to build an elevated water tank and booster which is needed to service existing customers.

Attachments: Third Amendment to the Wake Forest/Raleigh Utility Merger Agreement

STATE OF NORTH CAROLINA
COUNTY OF WAKE

THIRD AMENDMENT TO THE WAKE FOREST/RALEIGH
UTILITY MERGER AGREEMENT

This AMENDMENT to the Wake Forest/Raleigh Utility Merger Agreement is entered into this _____, 2023 (the "Third Amendment") by and between the City of Raleigh, hereinafter referred to as "Raleigh", and the Town of Wake Forest, hereinafter referred to as "Wake Forest".

WITNESSETH:

WHEREAS, Raleigh and Wake Forest entered into an agreement to merge the utility functions of both municipalities on June 6, 2005 (the "Original Merger Agreement"), as amended by the First Amendment on October 15, 2013 the "First Amendment"), and the Second Amendment on September 4, 2019 (the "Second Amendment") as amended by this Third Amendment (collectively, as amended, the "Merger Agreement"); and

WHEREAS, following the reconciliation of merger-related costs, as verified by audit, the parties agree that Wake Forest overpaid to Raleigh its merger debt by an amount of \$1,239,352.00 (the "Overpayment"); and

WHEREAS, Item 5 of Paragraph 3.7 (Schedules of Rates, Fees, Charges and Penalties) in the Merger Agreement addresses the Cost Recovery Program should net revenues collected from the Wake Forest service area exceed the merger-related costs as defined by Raleigh, and as verified by audit. Raleigh shall offer one of two options to Wake Forest to address the overpayment. The first option is to apply the excess revenues toward the purchase of additional water and/or sewer capacity allocations. Wake Forest desires and Raleigh agrees to allow Wake Forest to utilize the Overpayment towards the purchase of additional water capacity allocations within the Town. Additional water capacity allocation will be noted in Section 4.4 of the agreement; and

WHEREAS, Wake Forest is also updating long range planning in the area designated as the 2023 Amendment area in Wake County identified and shaded in hatching in Exhibit A (the "2023 Amendment Area") but such additional service area for Wake Forest was not included in the area to be served by Raleigh under the Original Merger Agreement; and

WHEREAS, Exhibit A also reflects the October 5, 2021, Annexation Agreement Boundary between the towns of Rolesville and Wake Forest; and

WHEREAS, Wake Forest agrees that when the 2023 Amendment Area becomes part of Wake Forest's extraterritorial jurisdiction that it desires to provide water and sewer services with densities that are supported by the watershed designation to the 2023 Amendment Area; and

WHEREAS, Wake Forest has requested that the service area covered by the Merger Agreement be expanded to include the 2023 Amendment Area which is within Wake County and which Wake Forest plans to become part of its extraterritorial jurisdiction ; and

WHEREAS, Raleigh's consultant analyzed the capacity for water and sewer expansion in the 2023 Amendment area to evaluate the feasibility of supplying water and sewer service to 2023 Amendment Area and this amendment is consistent with the findings in those analyses; and

WHEREAS, while portions of the 2023 Amendment Area are designated by the North Carolina Environmental Management Commission as a water supply watershed and it is Raleigh's policy not to extend utilities into its watersheds except for matters of public health, Raleigh decommissioned its water treatment facilities in the 2023 Amendment Area and the water resources in such area are not in Raleigh's long range water supply plan; and

WHEREAS, Section 5.4 of the Merger Agreement authorizes Wake Forest to request extensions of water and sewer service to areas not included in the original Merger Agreement; and

WHEREAS, Raleigh agrees to add the additional service areas consistent with the terms of Section 5.4 of the Merger Agreement.

WHEREAS, Raleigh's consultant identified a need for additional water storage in Wake Forest, specifically in the 523 pressure zone, but also a pump station that can serve the 605 pressure zone from the 523 pressure zone, as needed for system reliability. While the overall need for this project is independent of whether the 2023 Amendment Area is served, Raleigh's consultant assumed the project to be in place for the hydraulic modeling to provide water service to the 2023 Amendment Area.

WHEREAS, Raleigh identified a Wake Forest owned parcel at 234 S College as well suited for an additional tower and booster,

WHEREAS, Wake Forest agreed to sell and Raleigh agreed to purchase 1.55 acres located at 234 S. College Street (Wake County PIN 1841314491); and

NOW, THEREFORE, Wake Forest and Raleigh mutually agree to amend the Merger Agreement as follows:

1. Add a third paragraph to Section 4.4 of the Original Agreement as follows:

Following the reconciliation of merger-related costs in 2022, it was found that Wake Forest overpaid at the time of the merger. Wake Forest and Raleigh agree to utilize the overpayment to increase water supply allocation effective on the date of this Amendment as allowed by the merger agreement. As of the third amendment date, Wake Forest has a water supply allocation from Raleigh for 5.32 MGD maximum daily demand flows and an allocation of 3.4 MGD maximum month wastewater treatment capacity.

2. Delete Exhibit A attached to the First Amendment to the Wake Forest/ Raleigh Utility Merger Agreement labeled Town of Wake Forest – City of Raleigh Utility Merger Agreement Map and replace it with Exhibit A attached to this Third Amendment, to expand Wake Forest’s service area limits to the stippled area on Exhibit A.
3. Add a fourth paragraph to Section 4.4 (Existing and Future Water and Sewer Capacity Allocations) of the Merger Agreement as follows:

Notwithstanding any provision of the Merger Agreement or state or local law or regulation to the contrary, the total maximum density in the stippled area on Exhibit A shall be three residential units per acre for the 2023 Amendment area. Furthermore, all development applications in the 2023 Amendment area shall be required to provide a fire flow analysis that demonstrates compliance with the latest edition of the North Carolina State Fire Code – Section 507.3 Fire Flow) and the ISO fire suppression rating schedule, NFPA 1142 or other approved method prior to obtaining construction plan or recorded map approval or building permit approval if construction plans not required. Further, Raleigh shall not be obligated to provide water or wastewater utility services to the 2023 Amendment Area until the following capital improvement projects are completed: i) the construction of an elevated storage tank and booster pump station to convey water from the 523 Zone to the 605 Zone; and (ii) upgrades to the Smith Creek Resource Recovery Facility (RRF), including but not limited to the upgrade to the influent pump station, construction of an Equalization Tank, and flow diversion upgrades for the diversion of excess flow to the West Neuse interceptor for conveyance of wastewater from the Smith Creek RRF to the Neuse River RRF. These projects are estimated to be complete in Fiscal Year 2027, but Raleigh shall not be held responsible for failure of the projects to be completed on the estimated schedule. Further, Wake Forest may not allocate water or sewer services to the 2023 Amendment Area until such area becomes part of Wake Forest’s extraterritorial jurisdiction.

4. Add a seventh paragraph to section 4.2 (Property Transfer) of the Merger Agreement as follows:

Wake Forest shall sell and Raleigh shall purchase 1.55 acres located at 234 S College PIN 1841314491 (the “New Water Tank Property”) for \$365,000 so that Raleigh may build an elevated water tank and booster to service Wake Forest customers. Title to the New Water Tank Property must be delivered at closing by general warranty deed, and must be fee simple marketable title, insurable at standard premium rates, free and clear of all liens, encumbrances, or defects, utility easements, unviolated restrictive covenants that do not materially affect the value of the Property, matters that would be disclosed by an accurate current survey and inspection, and such other liens, encumbrances, or defects as may be assumed or specifically approved by the City in writing. Closing will be at a date mutually agreeable to Raleigh and Wake Forest. Raleigh will examine the title and provide Wake Forest with any title objections prior to closing.

Wake Forest may brand the water tank to be built on the New Water Tank Property with the Town's logo, seal, or name at its sole cost. Wake Forest shall submit any proposed branding to Raleigh for Raleigh's approval, which approval shall not be unreasonably withheld or delayed. Raleigh will conduct a phase one environmental assessment, using a geotechnical engineer acceptable to both parties, before the New Water Tank Property is sold to Raleigh. If any site remediation is recommended by the environmental assessment, the recommended remediation will be accomplished by Wake Forest prior to the sale at Wake Forest's sole cost. Wake Forest shall approve the use of the New Water Tank Property for an elevated water storage tank, booster, and ancillary water supply equipment prior to Raleigh's purchase of such property. If Wake Forest does not approve the New Water Tank Property to be used for an elevated water storage tank, booster, and ancillary water supply equipment, Raleigh shall have no obligation to purchase the New Water Tank Property. Prior to construction, Raleigh will allow Wake Forest input on public notification process and public meetings related to the construction on the site. The New Water Tank Property will be deeded to Raleigh in fee simple. Raleigh will have the right to use or dispose of the property as it sees fit, even if the property is no longer used for water utility purposes.

All other sections of the Merger Agreement remain unchanged.

In testimony whereof, Raleigh and Wake Forest have caused this amendment to the Agreement as dated, to be executed by their respective City/Town Manager and Mayor, their corporate seals to be affixed and attested by their respective Clerks, all by authority of the respective Councils, the day and year first above written.

[signature page follows]

ATTEST:

CITY OF RALEIGH

CITY CLERK

CITY MANAGER

(attach municipal seal)

APPROVED AS TO FORM:

CITY ATTORNEY

ATTEST:

TOWN OF WAKE FOREST

TOWN CLERK

TOWN MANAGER

(attach municipal seal)

APPROVED AS TO FORM:

TOWN ATTORNEY

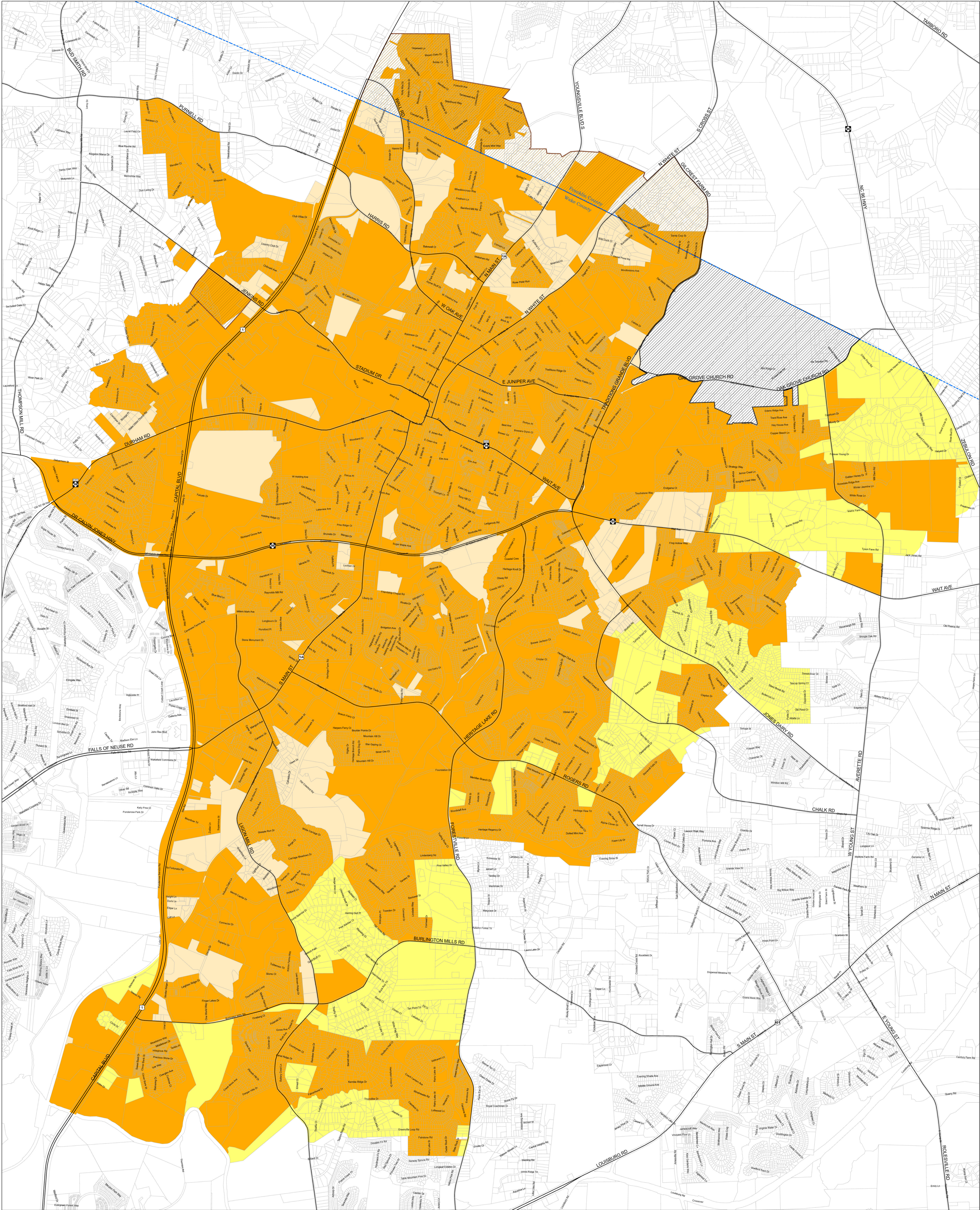
Town of Wake Forest - City of Raleigh

Utility Merger Agreement Map



TOWN of
WAKE FOREST

04/17/2023



Please note that this map is intended for illustrative purposes only. For specific inquiries regarding data displayed here, contact the Wake Forest IT Department at 919-435-9500.

Legend

- Corporate Limits
- Extraterritorial Jurisdiction
- Urban Service Area
- Parcels
- 2023 Amendment
- Town of Wake Forest / City of Raleigh Merger Agreement Area



Not to Scale



Board of Commissioners Work Session Agenda Item Report

Agenda Item No.: 2023-174-

Submitted by: Terry Savary

Submitting Department: Administration

Meeting Date: July 6, 2023

SUBJECT

Review of Draft Agenda for Upcoming Regular Meeting

Recommendation:

Item Summary:

ATTACHMENTS

- [DraftBOCAgendaJul202318.pdf](#)



**Wake Forest Board of Commissioners
Meeting Agenda
July 18, 2023 at 6:00 PM
All items listed are for discussion and possible action.**

Call to Order

Pledge of Allegiance

1.Approval of Agenda

2.Approval of Minutes

- 2.A. June 6, 2023 Work Session
June 20, 2023 Regular Meeting

3.Presentations

4.Public hearings / Public Comment

- 4.A. Public Hearing on a petition requesting contiguous annexation submitted by Louise T and Edward B Smith and Janest D and Julius O Morris for property associated with Morris Subdivision located at 0 N Main St, 1159 N Main St, 1161 N Main St, 1163 N Main St, and 1164 N Main St (portion) being Wake County PINs 1841-98-4646, 1841-98-7225 (portion), 1851-08-4059 (portion), 1841-88-6835, 1841-88-3996, and 1841-89-0142 and adjacent right-of-way being approximately 22.949 acres.
- 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 to Appoint Second Alternate Commissioner for the North Carolina Eastern Municipal Power Agency (NCEMPA)
- 5.B. Approval of a petition requesting contiguous annexation submitted by Kimley-Horn & Associates for property associated with Rogers Road Townhomes (Darch Property) located at 0 Rogers Road being Wake County PINs 1749-78-6086, 1749-87-0648, and 1749-78-9397 being approximately 27.40 acres.

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 Report
- 12.B. CIP Project Tracker
- 12.C. Strategic Plan
- 12.D. Wake County Tax Release
- 12.E. Commissioner Reports

13.Adjournment