



**Wake Forest Board of Commissioners Work Session
Meeting Agenda
April 7, 2026 – at 6:00 PM
All items listed are for discussion and possible action.**

Notice

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

Cable & Online Broadcast of Board of Commissioners Meetings

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

Meeting Agendas

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

Public Hearings

When an agenda item is denoted as a [Public Hearing](#), persons attending shall be permitted to address the Board of Commissioners regarding the item under consideration with those speaking in favor first and those against speaking second. Proponents and opponents shall each be given three minutes of time to speak and may choose to allow one speaker to utilize the time. In the event either proponent(s) or opponent(s) have not designated a speaker to represent the view, each speaker will be allowed three minutes each to express his/her comments, ideas, concerns, expressions, and desires. Only comments on a Public Hearing will be allowed during this time.

Public Comment

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

1. Presentations

- 1.1 Recognition for Greenway Efforts
- 1.2 Presentation on the proposed extension of Ligon Mill Road from Grove 98 through Durham Road to Stadium Drive
[Summary_Presentation.docx](#)
[Attachment_A_Resolution.docx](#)
- 1.3 Presentation of Municipal Campus Signage
[Municipal Campus Signage Summary](#)
[Attachment A Campus Signage 2026](#)
- 1.4 Presentation of a contract to perform a Downtown Traffic Study.
[Agenda Summary](#)
[Attachment A - Downtown Traffic Study RFQ Sept 2025](#)
[Attachment B - Downtown Traffic Study Approximate Study Area](#)
[Attachment C - Downtown Traffic Study Scope of Work](#)
[Attachment D - Downtown Traffic Study Draft Contract](#)
- 1.5 Consideration of Statues and Monuments Policy
[Statues and Monuments Policy April 7, 2026.pdf](#)
[Statues and Monuments Policy Option 2 - April 7, 2026.pdf](#)
[Summary Sheet - Statues and Monuments Policy April 7, 2026.pdf](#)
[Resolution Adopting Statues & Mounments Policy April 2026.pdf](#)
- 1.6 Consideration of Sponsorship and Facility Naming Rights Policy
[Sponsorship and Naming Rights Policy April 7, 2026.pdf](#)
[Summary Sheet - Sponsorship and Facility Naming Rights Policy April 7, 2026.pdf](#)
[Resolution - Sponsorship and Facility Naming Rights Policy April 7, 2026.pdf](#)
- 1.7 Consideration to Change Taylor Street Park Name
[Summary Sheet - Taylor Street Park Name Change.pdf](#)
[Resolution - Taylor Street Park Name Change.pdf](#)

2. Discussion of Monthly Financial Report

- 2.1 Discussion of February Monthly Financial Summaries
[Monthly Financial Report_summary.pdf](#)
[February 28, 2026 Financial Summaries.pdf](#)

3. Review of Draft Agenda for Upcoming Regular Meeting

- 3.1 Draft Agenda April 21, 2026
[Draft Agenda April 21, 2026.pdf](#)

4. Other Business

5. Commissioner Reports

5.1 Closed Session: N.C.G.S 143-318.11(5) and 143-318.11(3)

6. Adjournment



BOARD OF COMMISSIONERS WORK SESSION AGENDA ITEM REPORT

Agenda Item No.: 2025-837-
Submitted by: Evelyn Wright
Submitting Department:
Meeting Date: April 7, 2026

Subject

Recognition for Greenway Efforts

Recommendation:

item Summary:

ATTACHMENTS:



BOARD OF COMMISSIONERS WORK SESSION AGENDA ITEM REPORT

Agenda Item No.: 2025-820-

Submitted by: Timothy Watson, Engineering

Submitting Department: Engineering

Meeting Date: April 7, 2026

Subject

Presentation on the proposed extension of Ligon Mill Road from Grove 98 through Durham Road to Stadium Drive

Recommendation:

Approve proposed alignment for consideration in future comprehensive transportation plan updates.

item Summary:

ATTACHMENTS:

- [Summary_Presentation.docx](#)
- [Attachment_A_Resolution.docx](#)

Agenda Item: Presentation on the proposed extension of Ligon Mill Road from Grove 98 through Durham Road to Stadium Drive

Summary: On June 6, 2025, the Board authorized the use of Exult Engineering, an approved on-call engineering consultant, to prepare a preliminary design and cost estimate for extending a collector roadway identified in the CTP plan. Exult has completed this study, and the results will be presented for the Board's consideration of the proposed alignment.

Attachments: Attachment_A_Resolution

Action Requested: Recommend approval of proposed alignment for consideration in future comprehensive transportation plan update.

RESOLUTION 2026-XX

**RESOLUTION TO APPROVE THE ALIGNMENT OF LIGON MILL ROAD
FOR CONSIDERATION IN FUTURE COMPREHENSIVE
TRANSPORTATION PLAN UPDATES**

WHEREAS, On June 6, 2025, the Board authorized the use of Exult Engineering, an approved on-call engineering consultant, to prepare a preliminary design and cost estimate for extending a collector roadway identified in the CTP plan; and

WHEREAS, there is a need to address traffic congestion within the Town of Wake Forest through project planning; and

WHEREAS, the proposed alignment maintains the intent of the current CTP to connect Doctor Calvin Jones Highway (NC98) to Stadium Drive ; and

BE IT RESOLVED by the governing body of the Town of Wake Forest hereby approves the proposed alignment for consideration in future comprehensive transportation plan updates.

Duly adopted this 7th day of April 2026.

Ben Clapsaddle
Mayor

(ATTEST)

Evelyn Wright
Town Clerk



BOARD OF COMMISSIONERS WORK SESSION AGENDA ITEM REPORT

Agenda Item No.: 2025-836-

Submitted by: Allison Snyder, Administration

Submitting Department: Administration

Meeting Date: April 7, 2026

Subject

Presentation of Municipal Campus Signage

Recommendation:

item Summary:

ATTACHMENTS:

- [Municipal Campus Signage Summary](#)
- [Attachment A Campus Signage 2026](#)

Agenda Item: Presentation of Municipal Campus Signage

Summary: In December, the Board of Commissioners named the Town Hall campus, consisting of Town Hall, the Annex, Public Facilities Building, and the Taylor Street Police Substation, the Vivian A. Jones Municipal Campus.

Following the development of conceptual signage, the Board requested an opportunity to review and approve the proposed designs. Staff will present the signage during the work session for feedback.

Attachments:

Attachment A Campus Signage 2026



Municipal Campus Signage

APRIL 7, 2026



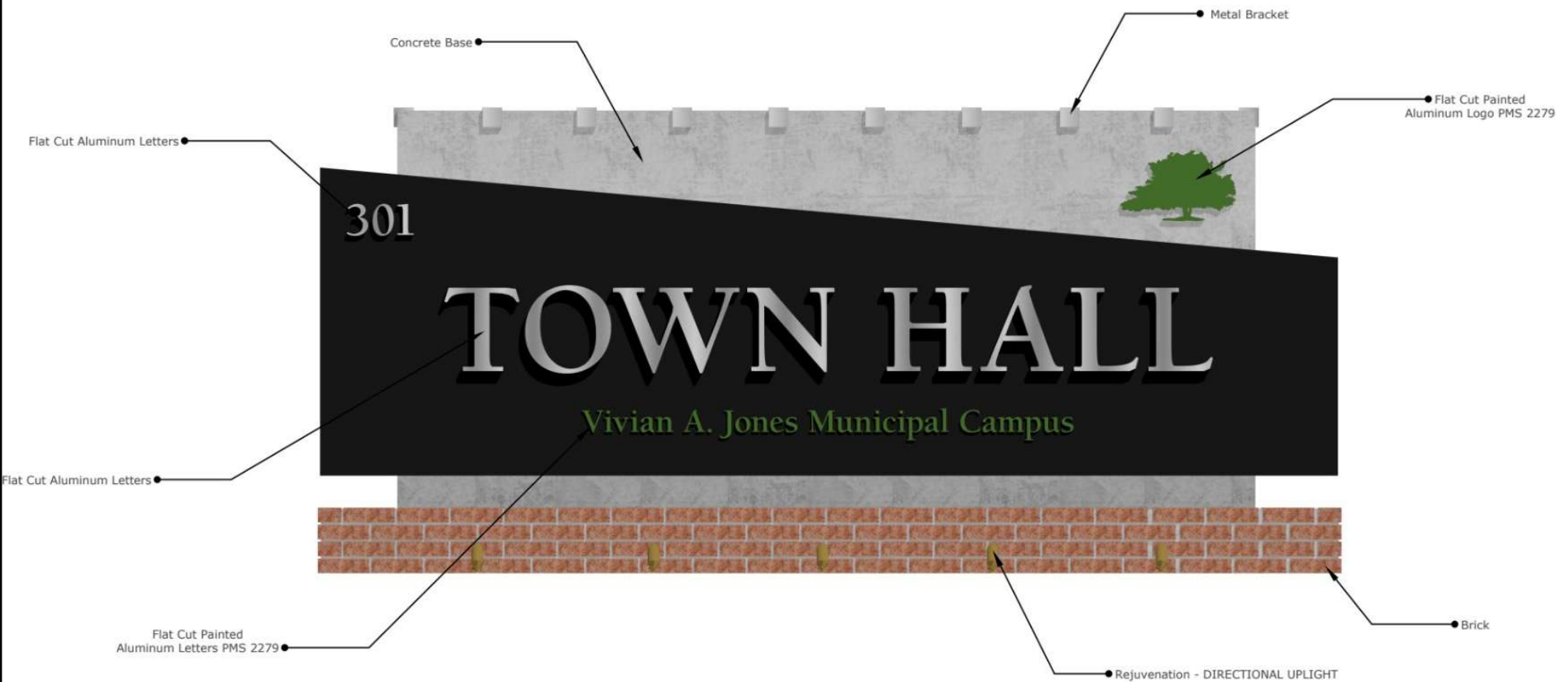
December 2025

Resolution 2025-78 Naming the Wake Forest Town Hall Campus

- **BE IT FURTHER RESOLVED** that the Town Manager is authorized to develop conceptual signage consistent with Town guidelines for review and approval by the Board of Commissioners



Sign Overview



Sign Location



Next Steps

- Finalize Contract
- Permitting
 - Permit drawings, ROW drawings, landscape drawings
 - Anticipated Timing: 3-6 weeks
- Order and Installation
 - Anticipated Timing: 8-12 weeks







BOARD OF COMMISSIONERS WORK SESSION AGENDA ITEM REPORT

Agenda Item No.: 2025-838-
Submitted by: Brad West, Planning
Submitting Department: Planning
Meeting Date: April 7, 2026

Subject

Presentation of a contract to perform a Downtown Traffic Study.

Recommendation:

Authorize Town Manager to execute, on behalf of the Town of Wake Forest, the Downtown Traffic Study contract

item Summary:

ATTACHMENTS:

- [Agenda Summary](#)
- [Attachment A - Downtown Traffic Study RFQ Sept 2025](#)
- [Attachment B - Downtown Traffic Study Approximate Study Area](#)
- [Attachment C - Downtown Traffic Study Scope of Work](#)
- [Attachment D - Downtown Traffic Study Draft Contract](#)

Agenda Item: Consideration of a Resolution authorizing the Town Manager to execute, on behalf of the Town of Wake Forest, the Downtown Traffic Study contract

Summary: The 2019 Wake Forest Comprehensive Transportation Plan (CTP) recommends studying the area around the Southeastern Baptist Theological Seminary, Wake Forest National Register Historic District, and Downtown Wake Forest National Register Historic District to identify ways to improve traffic flow and safety.

Further, the Plan calls for continued coordination with NCDOT, and other local and regional partners, as appropriate, for the advancement of the Southeastern High-Speed Rail corridor or S-Line project. The S-Line project also includes a new Downtown train station on S White Street dubbed the “Mobility Hub.”

As such, Town staff seeks to conduct a traffic study, with consultant support, to implement these items. The study will focus on the Downtown Area in Wake Forest and carefully analyze challenges associated with traffic volumes, roadway capacity, maintaining historic character, key intersection functionality, and upcoming changes resulting from the S-Line rail corridor project.

Moreover, given that the S-line project appears to be regaining momentum at the federal level, Town staff believes it is prudent to prepare for the associated impacts of this project well in advance of construction.

Attachments: Attachment A: Town of Wake Forest Downtown Traffic Study RFQ
Attachment B: Downtown Traffic Study Approximate Study Area
Attachment C: Downtown Traffic Study Scope of Work
Attachment D: Downtown Traffic Study Draft Contract



TOWN *of* WAKE FOREST

REQUEST FOR QUALIFICATIONS (RFQ #25-0002)

for a

TOWN OF WAKE FOREST DOWNTOWN TRAFFIC STUDY

DATE ISSUED

Monday, September 29, 2025

QUESTIONS AND CLARIFICATIONS DUE DATE

Monday, October 6, 2025
2:00 p.m.

DUE DATE

Monday, October 27, 2025
2:00 p.m.

E-Mail Address Submittal (Preferred)

bwest@wakeforestnc.gov

Physical Acceptance Location (flash drive only)

Town of Wake Forest Town Hall
Attn: Brad West, Long Range Planning Manager
301 South Brooks Street, Ground Floor
Wake Forest, NC 27587-2901

Mailing Address (flash drive only)

Town of Wake Forest Town Hall
Attn: Brad West, Long Range Planning Manager
301 South Brooks Street
Wake Forest, NC 27587-2901

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Notice

The Town of Wake Forest (as referred to as “the Town” or “Wake Forest”) is soliciting Statement of Qualifications from firm(s) or organization(s) qualified to provide professional services in its effort to prepare a Town of Wake Forest Downtown Traffic Study. The project will result in a study focused on the Downtown Area in Wake Forest that carefully analyzes challenges associated with traffic volumes, roadway capacity, maintaining historic character, key intersection functionality, and upcoming changes resulting from the S-Line rail corridor project, including the addition of a Downtown Mobility Hub, road closures, and planned grade separations. The Study shall present an overview of existing and forecasted conditions, conduct and summarize robust public engagement, outline key challenges, and present a set of recommendations aimed at mitigating these challenges.

The Town seeks to identify qualified consultants who have robust knowledge in engineering, transportation, developing implementable plans/studies, historic preservation, experience with public meetings and outreach, quality graphic design abilities, conceptual rendering capabilities, and project and time management. All respondents to this Request for Qualifications (RFQ) are subject to the instructions communicated in this document and are cautioned to completely review the entire RFQ and follow instructions carefully.

I. Background

Town of Wake Forest

Wake Forest is part of the Research Triangle, one of the fastest growing regions in the country, and located minutes from Raleigh, the state capital. In the past few decades, Wake Forest has transformed from a small, rural town into a thriving suburban community with an estimated population around 60,000.

Study Area

The Downtown Wake Forest Traffic Study analysis area is bound by E Roosevelt Avenue, S Franklin Street, E Holding Avenue, and S Wingate Street. Though, areas beyond this extent will likely need to be analyzed for a comprehensive analysis. This area includes the Southeastern Baptist Theological Seminary campus (*former Wake Forest University campus*), Wake Forest Elementary School, Wake Forest Town Hall, Fire Station 1, two National Register Historic Districts, a local historic district, and numerous businesses and residences.

The roadways within the study area vary in size, but are mostly comprised of two-lane streets, with many allowing on-street parking. Sidewalks and crosswalks are commonplace for most of the study area.

One location of particular interest is referred to as the Seminary Loop. The Seminary Loop is a two-lane road (*one road in each direction*) currently surrounding the Southeastern Baptist Theological

Seminary. Some street segments feature parking and sidewalks, while others do not. This location has experienced an exceptional level of congestion and is anticipated to worsen as recommendations from the S-Line rail corridor project are implemented. The Town's 2019 Comprehensive Transportation Plan recommended studying a "one-way loop" project for this area to ease congestion. However, due to pedestrian safety concerns, the Town wishes this study to analyze this and other alternatives as well.

II. Study Objectives

The Study has four main objectives:

1. **Evaluate existing and future roadway conditions in and around Downtown Wake Forest.** The Study should evaluate existing roadway capacity and volume, safety, future traffic growth, future development/community facilities, impacts to cultural and historic resources, and impacts to residences, institutions, and businesses. The Study should also take into account planned nearby road projects and impacts associated with the S-Line rail corridor project. The S-Line rail corridor and associated projects will be significantly impactful to Downtown Wake Forest and mitigating these impacts is a high priority for the Town's Board of Commissioners.
2. **Engage the public.** The Study should engage residents, business owners, and key stakeholders in both identifying challenges/opportunities and recommendations that aim to address them.
3. **Outline challenges and opportunities.** The Study should summarize the challenges and opportunities derived from the existing conditions analysis, projected growth, upcoming development/community facilities, and public engagement.
4. **Develop recommendations.** The Study should provide recommendations aimed at addressing challenges and opportunities with associated concept designs for key areas of interest.

III. Scope of Services

The Downtown Traffic Study should include the following information and analysis. Alternative services and deliverables may be proposed on evidence of the need to meet the purpose of the RFQ. RFQs that do not include all tasks will not be considered.

Task 1 - Project Timeline

- Develop an estimated timeline for the duration of the project. The timeline should include project phasing for primary tasks, key deliverables, community engagement

meetings, presentations to the Planning Board, Historic Preservation Commission, Downtown Board, Board of Commissioners, and staff review periods for deliverables.

- Develop a corresponding work schedule that demonstrates how the submitting firm will manage its responsibilities and work scheduled to be performed, including work of and with Town personnel.

Task 2 - Public Outreach

- Develop a Public Involvement Plan (PIP). The PIP will need to address any planned outreach events for the Plan, including surveys, the use of social media, pop-up events, stakeholder interviews, open houses, public meetings, and public hearings. The PIP will need to address equitable outreach and targeted engagement to business owners and other groups impacted by the study.
- Conduct an online survey to gather community input. The consultant should design an online survey to be hosted on the Town's engagement platform. The submission should address other methods of distributing surveys to reach targeted groups and vulnerable populations. Data collected and any results will need to be provided to Town staff.
- Conduct stakeholder interviews with internal and external stakeholders to understand the transportation issues and concerns along the corridor, including an open house for affected property owners and businesses. Engagement with Downtown businesses, property owners, educational institutions, and NCDOT will be critical to this study's success.
- Public outreach will occur in at least two, primary iterations: 1. Gather initial feedback from community regarding transportation-related challenges and opportunities within the study area; and 2. Gather feedback on recommendations addressing these challenges and opportunities.

Task 3 - Evaluate Existing Plans

- Review adopted and proposed plans for transportation and land use recommendations concerning the study area or adjacent to the study area. The consultant team, at a minimum, should review the following: Southeast High Speed Rail NCDOT Public Hearing Maps (2015); Wake Forest Community Plan (2022); Wake Forest Comprehensive Transportation Plan (2019); Wake Forest Historic Preservation Plan (2022); Wake Forest Historic Property Handbook with Design Standards (2021); NCDOT TOD Study (2023); Wake Forest Downtown Plan (2024) and plans for the Capital North Upgrade (STIP U-5307).

Task 4 - Existing Conditions, Trends, & Technical Analysis Report

- Analyze relevant demographics of the Town.
- Analyze the existing and future land uses identified in the 2022 Wake Forest Community Plan and 2024 Downtown Plan to understand future transportation needs and demands in the study area.

- Analyze approved and planned development/community facilities in the Downtown area.
- Analyze the existing capacity and volume of streets within the study area using the most recent data, including the Triangle Regional Model for current year and 2050.
- Review and/or collect transportation data to examine access management, mobility, transit, safety, crash data, bike and pedestrian infrastructure, multi-modal connections, and circulation issues of all modes of transportation. Updated traffic counts may be required for this task, which will need to account for school/college schedules (while students are in session).
- Provide an inventory of existing and approved (non-constructed) access points within the study area.
- Review recent TIAs, traffic counts, regional growth projections (per CAMPO), annual events, and approved developments/facilities (both private and public) to understand current and future traffic demands.
- Gather and examine data on existing right-of-way and utilities located within the study area that may impact the Study's recommendations.
- Inventory and review areas of significant cultural, historic, and environmental significance. The report should at a minimum note potential impacts to any historic properties and districts, natural areas, wetlands, flood zones, and waterways.
- Develop and present the Existing Conditions, Trends & Technical Analysis Report to the Planning Board, Historic Preservation Commission, Downtown Board, and the Board of Commissioners. Report can be in narrative format with summarized key takeaways.
- Three staff review cycles should be assumed for the Report.

Task 5 - Challenges and Opportunities Summary

- Synthesize data from Existing Conditions, Trends & Technical Analysis Report and feedback from initial public outreach to develop a summary of transportation challenges and opportunities within the study area. These can be in narrative format with summarized key takeaways.
- Three staff review cycles should be assumed for the Summary.

Task 6 - Recommendations with Conceptual Designs

- Prepare recommendations that are aimed at addressing transportation-related challenges and opportunities within the study area. These can be in narrative format with summarized key takeaways. Recommendations should seek to balance pedestrian safety, level of vehicle service, and historic integrity.
- Create conceptual design 3D renderings for recommended transportation improvements associated with three key areas of interest within the study area.
- Prior to developing detailed renderings, conceptual alternative design sketches must be delivered to staff for review and comment. These alternative concept sketches may also require public feedback if warranted.

- Prepare preliminary design and construction cost estimates for preferred key area improvement concepts. These cost estimates do not need to include right-of-way acquisition costs.
- Three staff review cycles should be assumed for the recommendations and concept designs.

Task 7 - Final Study Document

- Develop an action item matrix for implementation of the Town of Wake Forest Downtown Traffic Study.
- Develop a Final Study document that incorporates the aforementioned task deliverables and present the Final Study document to the Planning Board, Historic Preservation Commission, Downtown Board, and the Board of Commissioners.
- Final Study document shall be created in Adobe InDesign.
- Three staff review cycles should be assumed for the Final Study Document.

IV. Content and Format of Qualification Package

Firms submitting qualifications shall have no association with elected or appointed officials that could be considered a conflict of interest. Any such relationship will subject the firm to immediate disqualification in consideration for this project. A selection committee will evaluate the submittals and may elect to select the most qualified firm based on the responses as submitted or elect to conduct interviews with multiple firms prior to recommending a firm.

The submission shall be a maximum 20 pages front and back or 40 pages single-sided. Only digital Work Samples, which are excluded from the page limit, will be accepted. Submittals shall include the following:

Letter of Interest:

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

- The name and address of the prime consultant and the state in which it is incorporated and chiefly located.
- The name and address of each sub-consultant and the state in which each entity is incorporated and chiefly located, if sub-consultant is part of team.
- A brief description of the proposer (prime and sub-consultants, if applicable), and its interest in performing the required professional services.
- The name, address, phone, and e-mail address of the designated contact for the proposer (prime consultant).
- A statement indicating any judgments against the proposer (prime, sub-consultants, and third-party consultants) within the last five (5) years, or pending litigation, related to professional conduct or services.
- Acknowledgement of all addenda to the RFQ document, if applicable.

- Signature of a duly authorized official of the consultant firm or other person fully authorized to act on behalf of the firm or team.

Firm and Staff Qualifications:

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

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

Project Approach:

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

Anticipated Schedule:

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

Work Samples:

The submission shall include three recent work samples of access management plans/studies relevant to the Town's proposed scope of services in terms of corridor scale and study objectives. These examples should showcase the graphic communication and conceptual design skills of the project team. Work samples must show graphics and layout that can be performed by the consultant team listed in the submission.

V. Submittal Process Details

Firm selection will be based on content, completeness, and presentation of information contained within the submittal package, consisting of the letter of interest, firm (prime and subconsultants) and staff qualifications and relevant experience, project approach, anticipated schedule, and work samples related to preparing access management studies for comparable jurisdictions as detailed in the Evaluation Criteria section of this RFQ.

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

VI. Questions and Clarifications

All questions shall be submitted to Brad West, Long Range Planning Manager, via email (bwest@wakeforestnc.gov), no later than 2:00 p.m. Monday, October 6, 2025. 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 Friday, October 10, 2025.

VII. Statement of Qualifications Submittal

The deadline for firms submitting is 2:00 p.m. on Monday, October 27, 2025. No submissions or supporting documents will be accepted after this deadline. Submittals may be emailed to bwest@wakeforestnc.gov or delivered to:

Physical Acceptance Location

**Town of Wake Forest Town Hall
Attn: Brad West, Long Range Planning Manager
301 South Brooks Street, Ground Floor
Wake Forest, NC 27587-2901**

Mailing Address

**Town of Wake Forest Town Hall
Attn: Brad West, Long Range Planning Manager
301 South Brooks Street
Wake Forest, NC 27587-2901**

Submittal packages should be enclosed in a sealed envelope marked **REQUEST FOR QUALIFICATIONS – TOWN OF WAKE FOREST DOWNTOWN TRAFFIC STUDY** to the attention of Brad West, Long Range Planning Manager. All submittal packages and materials submitted hereunder become the exclusive property of the Town of Wake Forest.

VIII. Anticipated Schedule

- 10/06/2025: Questions and clarifications deadline
- 10/10/2025: Questions and clarifications response
- 10/27/2025: Submission deadline
- 11/03/2025 – 11/14/2025 Selection committee review of submittals
- 11/17/2025 – 11/21/2025: Virtual interviews conducted with selected consultants, if necessary
- 11/24/2025: Highest ranked firm notified
- 12/12/2025: Contract finalized
- 12/15/2025: Town Manager Contract approval
- 01/02/2026: Project commences

Please note, anticipated dates after submission deadline are estimates and are subject to change.

IX. Selection Process

This RFQ provides information necessary to prepare and submit responses for consideration and ranking by the Town. It is the intent of the Town to appoint a selection committee to review the submittals. This committee will review each submittal and rank the submittal based on the criteria requirements specified within this RFQ. The Town may invite firms for interviews, but this is not a required step in the selection process. At the conclusion of the interviews (if held), the selection committee will rank the firms based on the selection criteria and the interviews. The Town intends to provide written notification to all firms regarding final selection by December 19, 2025.

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

X. Evaluation Criteria

1. Qualifications of the Firm: Outline and specify the qualifications of the firm to provide the requested services as outlined in the scope of work. This shall include any sub-consultants that may be part of the team, if applicable. (20%)
2. Overall Qualifications of the Project Manager and Project Team: Clear identification of the project manager and team personnel that will be assigned to the project. This section shall include the demonstrated project management and quality control methods employed by the team. (30%)
3. Project Approach and Project Understanding: Preference shall be afforded to those firms that, in the opinion of the selection committee, will be able to adequately respond to requests for consultation meetings or project administration requirements, and firms having a detailed understanding of the project scope and requirements, and firms proposing a reasonable and achievable timeline. (20%)
4. Graphic Communication Skills. Work samples showcase an excellent use of graphics, charts, maps, etc. that easily and aesthetically communicate the technical report and conceptual design. (15%)
5. Relevant Experience. Demonstrate relevant work experience with transportation-related plans in comparable communities. Relevant experience within the State of North Carolina will also be considered. (15%)

APPENDIX A

I. General Contract Terms and Conditions

- The selected firm will report directly to the Town of Wake Forest. The selected firm is to administer the contract and to ensure that all work is performed in accordance with the contract requirements. The selected firm will be responsible for providing engineers, technicians, and sub-consultants with the appropriate skills and qualifications to ensure contract compliance. The firm will be directly responsible for oversight of the project for the Town.
- The 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 submission.

II. Communication:

All communication of any nature with respect to this RFQ shall be addressed to the project manager identified earlier in this RFQ. The prospective firms and their staffs are prohibited from communicating with elected Town officials, Town staff, and any selection committee member regarding this RFQ or submittals from the time the RFQ was released until the selection results are publicly announced. Violation of this provision may lead to disqualification of the firm's submission for consideration.

III. Conflict of Interest Statement:

By submission of a response, the firm agrees that at the time of submittal, it: (1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and shall not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of firm's services, and (2) will not benefit from an award resulting in a "Conflict of Interest." A "Conflict of Interest" shall include holding or retaining membership, or employment, on a board, elected office, department, division or bureau, or committee sanctioned by and/or governed by the Town. Firms shall identify any interests, and the individuals involved, on separate paper with the response and shall understand that the Town, in consultation with legal counsel, may reject their submission.

IV. 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.

V. Trade Secrets and Public Records:

Records received by the Town in response to the Request for Qualifications are public records and subject to public inspection and copying. 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'. Note that to protect a 'trade secret' detail requirements must be met, such as:

- 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.

VI. Submittal Ownership/Costs:

All responses, inquiries or correspondence relating to this Request for Qualifications will become property of the Town of Wake Forest when received. Drawings, tracings, specifications, reports, models, computer discs, renderings, copyrights, and all other documents to be prepared and furnished by the firm pursuant to specific projects undertaken by the successful proposer, are the sole property of the Town of Wake Forest, whether the project for which they are made is executed or not, and may be used by the Town of Wake Forest as they see fit. If such documents are used on another project or for another purpose by the Town of Wake Forest, the firm shall not be responsible for such use, and shall not receive additional compensation. All costs for development of the written submittal and the oral presentation are entirely the obligation of the firm and shall not be remunerated in any manner by the Town of Wake Forest.

VII. Non-Warranty of Request for Qualifications:

Due care and diligence has been used in preparing this RFQ. However, the Town shall not be responsible for any error or omission in this RFQ, nor for the failure on the part of the Firms to ensure that they have all information necessary to effect their submittals.

VIII. Acceptance/Rejection of Submittals:

The Town of Wake Forest reserves the right to accept or reject any or all submittals in whole or in part, with or without cause; to waive technicalities; or to accept submittals or portions thereof which, in the Town's judgment, best serve the interest of the Town.

IX. Equal Opportunity:

The selected firm will ensure that employees and applicants for employment are not unfairly discriminated against because of their race, color, religion, sex, national origin, disability or veteran status.

X. 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.

XI. 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 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.

XII. Title VI:

The selected firm, during the performance of a contract for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

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

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

(3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's

obligations under a contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

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

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

- (a) withholding of payments to the contractor under a contract until the contractor complies, and/or
- (b) cancellation, termination, or suspension of a contract, in whole or in part.

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

XIII. Financial Capacity:

The selected firm must have financial capacity to undertake the work and assume associated liability.

XIV. Familiarity and Compliance with Laws, Regulations, and Ordinances:

The selected firm shall make itself aware of and comply with and shall cause each of its subcontractors to comply with, all applicable federal, state, and local laws and regulations.

XV. Insurance and Indemnity Requirements:

To the extent permitted by law, the selected firm 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 firm.

The selected firm 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 firm from claim of bodily injury or property damage which arises from operations of a 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 a contract. The Town of Wake Forest shall be listed as an “Additional Insured”.
- Firm’s Professional Liability: In a limit of not less than \$1,000,000.
- Workers’ Compensation and Occupational Disease Insurance:
 1. Coverage A – Worker’s Compensation: Meeting the statutory requirements of the State of North Carolina.
 2. 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 with the Town of Wake Forest listed as Certificate Holder 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 firm or the insuring company.

Randy Driver, Purchasing Manager
rdriver@wakeforestnc.gov
919.435.9474
Town of Wake Forest
234 Friendship Chapel Road
Wake Forest, NC 27587

XVI. Vendor Registration:

The selected firm must be registered with the Town to receive payment for services and/or supplies provided under any Town contract.

XVII. E-Verify:

The selected firm shall comply with requirements of Article 2 of Chapter 64 of North Carolina General Statutes and shall require each of its subcontractors to do so as well.

XVIII. Iran Divestment Act:

The selected firm shall certify that; (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 143-6A-4; (ii) it will not take any action causing it to appear on any such list during the term of a contract, and (iii) it will not utilize any subcontractor to provide goods or services hereunder that is identified on any list.

XIX. Divestment from Companies that Boycott Israel:

The selected firm shall certify that; (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 143-6A-4; (ii) it will not take any action causing it to appear on any such list during the term of a contract, and (iii) it will not utilize any subcontractor to provide goods or services hereunder that is identified on any list.

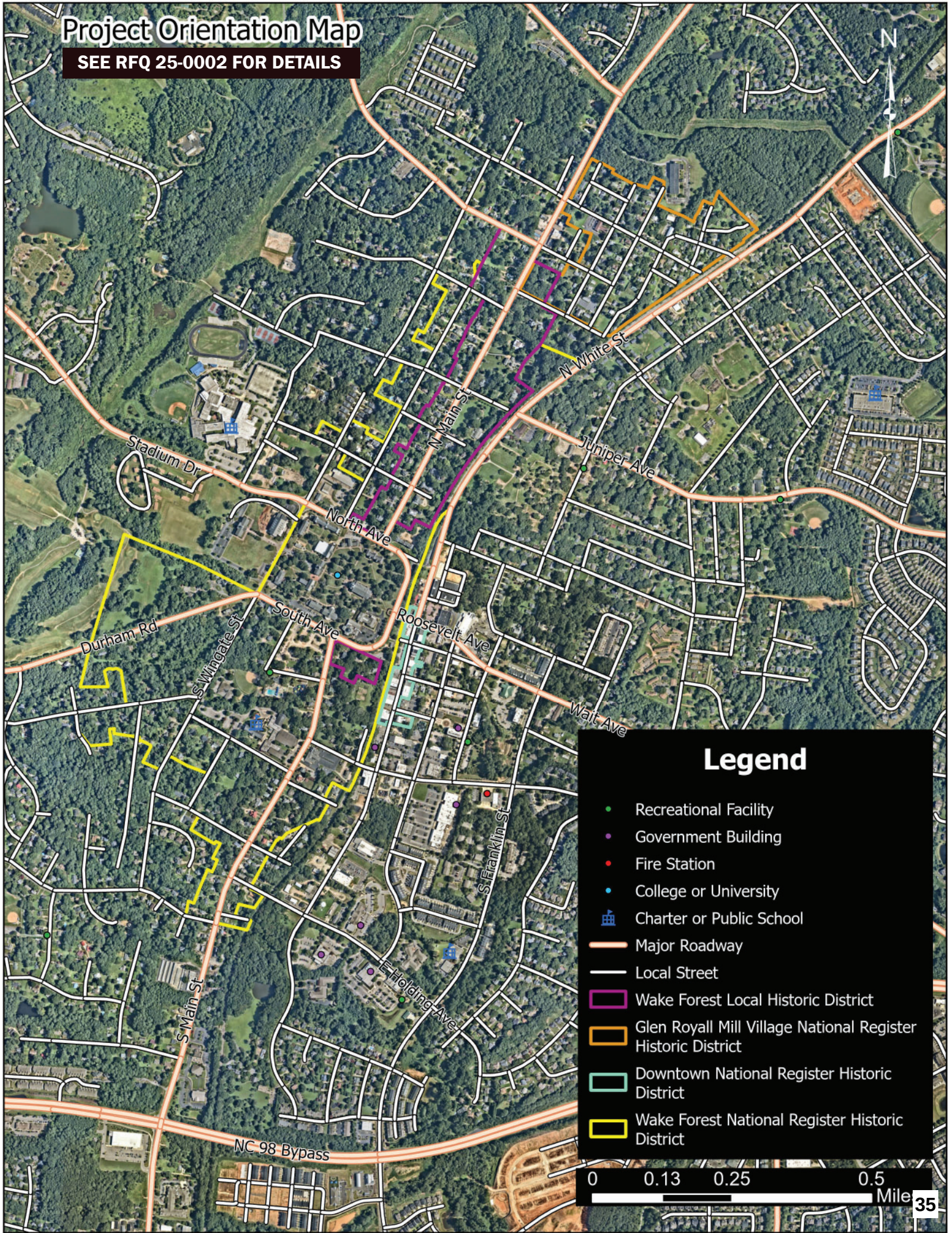
XX. Notifications

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.

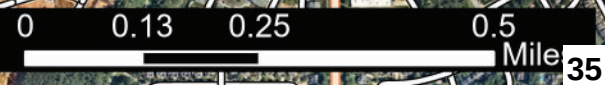
Project Orientation Map

SEE RFQ 25-0002 FOR DETAILS



Legend

- Recreational Facility
- Government Building
- Fire Station
- College or University
- Charter or Public School
- Major Roadway
- Local Street
- Wake Forest Local Historic District
- Glen Royall Mill Village National Register Historic District
- Downtown National Register Historic District
- Wake Forest National Register Historic District



January 5, 2026

Brad West, AICP, CZO
Long Range Planning Manager
301 S Brooks St, Ground Flr
Wake Forest, NC 27587

Subject: Town of Wake Forest Downtown Traffic Study

Dear Brad,

Kittelison & Associates, Inc. (Kittelison) is pleased to submit this scope of work to support the Town of Wake Forest in the development of their Downtown Traffic Study. The Town of Wake Forest is actively seeking to deliver the comprehensive traffic study that addresses the Town's current challenges and anticipated future needs. The study start date will be the date of Town of Wake Forest's issuance of a Notice to Proceed (NTP).

Liz Byrom will serve as the Project Manager, and Josh Hurst will serve as the Project Principal, providing senior review and quality assurance. Any questions of a technical or contractual nature can be directed to either of us.

Please review this scope of work at your earliest convenience. Thank you for the opportunity to collaborate with you on this study.

Sincerely,

KITTELSON & ASSOCIATES, INC



Liz Byrom, PhD, PE
Senior Engineer

Attachments:

- Exhibit 1: SCOPE OF SERVICES
- Exhibit 2: SCHEDULE

EXHIBIT I – SCOPE OF SERVICES

Kittelson has carefully reviewed the scope of services outlined in the Town of Wake Forest’s Downtown Traffic Study and developed a comprehensive approach that addresses each task while providing innovative solutions tailored to the Town’s unique context and challenges. The Downtown Traffic Study includes the following objectives:

- *Evaluate existing and future roadway conditions in and around Downtown, including impacts to all modes of traffic, historic/cultural resources, residents, institutions, visitors, and businesses;*
- *Engage the public in identifying challenges, opportunities, and study recommendations;*
- *Outline challenges and opportunities; and*
- *Develop recommendations and corresponding concept designs to address challenges and opportunities.*

Scope of Services for Kittelson and Associates, Inc. to deliver the Town of Wake Forest Downtown Traffic Study

Task 1 Project Timeline

Task 1.1 Project Timeline & Management

Kittelson will develop a detailed project timeline estimated to be 18-months with clearly defined milestones and deliverables. In addition to the overall project schedule, this timeline will offer greater detail and will include:

- A comprehensive phasing schedule identifying all project tasks, deliverables, and review periods;
- Specific time periods for community engagement;
- Activities and stakeholder meetings;
- Scheduled presentations to the Planning Board, Historic Preservation Commission, Downtown Board, and Board of Commissioners; and
- Staff review periods with adequate time for feedback incorporation.

Our work schedule, shown in Exhibit 2, will illustrate our resource-allocation approach, showing how our team members will manage their responsibilities and coordinate with Town personnel throughout the project. Kittelson will use an in-house collaborative project management software that enables real-time tracking of project progress, promoting transparency and accountability.

Throughout the project, Kittelson will actively manage and update the project timeline to maintain momentum and support timely delivery. For example, by coordinating closely with Town staff to plan and prepare for public involvement events, we will adapt the schedule as needed to capitalize on engagement opportunities and keep the project moving efficiently. This proactive approach allows the Town to stay ahead of key milestones and build meaningful community participation throughout the study.

Task 1.2 Project Management

As project manager, Liz Byrom will provide frequent and proactive communication and conduct technical reviews throughout the study. To reflect an organized project management plan, Kittelson has included overall project management in Task 1.2. This task will consist of activities throughout the project, including biweekly progress meetings and monthly progress reports and invoices. Additionally, our team will prepare

for and conduct an in-person kickoff meeting with the Town’s project manager, project partners, other Town departments, and community leaders identified as key stakeholders. During this kickoff meeting, the participants will:

- Establish proactive and frequent communication protocols between Kittelson and all project partners;
- Identify preliminary project goals and objectives; and
- Review the project timeline and other materials such as a refined scope of work, Study Area, detailed schedule of tasks, community engagement strategies, and interim and final deliverables.

Early consensus with key partners on the study’s plan helps avoid unexpected changes down the line, streamlining the process and compressing the project schedule.

It is assumed that the Kittelson project manager and project principal will attend the virtual, 30-minute biweekly meetings. It also assumed that the Kittelson project manager and project principal in addition to two (2) team members will attend the 1.5 hour kickoff meeting.

Task 1.3 Study Goals and Objectives

Early in the project, our team will work closely with the Town to establish clear study goals and objectives. This process may involve reaffirming or expanding upon the Town’s vision and goals outlined in the 2024 Downtown Plan - specifically, “Enrich Placemaking,” “Improve Streetscape,” and “Enhance Transportation, Pedestrian, and Bicycling Experience.” Reconfirming these values-based statements will help the Town define its approach to improving multimodal travel throughout Downtown. This effort may also introduce new ways for the Town to consider balancing travel modes and infrastructure investments, and to identify priorities for specific modes across the Downtown area or by corridor in subsequent tasks. Kittelson will coordinate with the Town’s project management team to develop draft goals, which will be refined and finalized during the first partner agency charrette (see Task 2).

Task 1 Deliverables:

- Project Timeline
- Kickoff Meeting Minutes
- Biweekly Meetings and Agendas
- Monthly Progress Reports
- Draft and Final Vision and Goals

Task 2 Public Outreach

Task 2.1 Public Involvement Plan

In coordination with Town staff, Kittelson will develop a Public Involvement Plan (PIP) that defines project objectives and key messages. The PIP will build upon previous Wake Forest outreach efforts and leverage the Town’s existing relationships with key stakeholders and community members. The plan will include:

- A multi-faceted approach combining traditional and innovative engagement techniques;
- Targeted outreach strategies for historically underrepresented communities;
- A special focus on Downtown businesses, property owners, and key stakeholders;
- A comprehensive online survey to collect both qualitative and quantitative data on transportation experiences and preferences; and

- Strategic stakeholder interviews with NCDOT, Southeastern Baptist Theological Seminary, Wake Forest Elementary School, Downtown business owners, and residents.

As outlined in the PIP, Kittelson will utilize the Town's existing engagement platforms, including active Facebook and Instagram accounts and email listservs, while supplementing them with in-person events to promote broad and inclusive participation. Kittelson will structure the community engagement in two (2) phases:

1. Transportation challenges and opportunities; and
2. The Study Report, including recommendations on addressing the challenges and opportunities.

Each phase will employ engagement techniques tailored to gather meaningful input, build consensus, and support critical decision-making throughout the study's duration.

As part of the first biweekly coordination meeting, Kittelson will share an outline of the PIP to be discussed with the Town's project management team. We will finalize it after this discussion and Wake Forest staff's review.

Task 2.2 Public Involvement

As part of the PIP, Kittelson will work with the Town and the project partners to select and implement a range of outreach tools and engagement methods, including:

- Virtual Interviews: Our team will conduct up to six (6) virtual interviews with partner agencies and focus groups that have a particular interest in specific areas of Downtown, including NCDOT, Southeastern Baptist Seminary, Emergency Services, Historic Preservationists, Economic Development team, Northeast Community.
- In-Person Downtown Business/Property Owners Meetings: Before or after the Downtown Board of Directors meetings that occur every month, Kittelson will prepare for and attend two Downtown Business/Property Owners Meetings. During the first meeting, Kittelson will provide background and solicit high-level feedback. During the second meeting, Kittelson will present concept design alternatives.
- In-Person Open House Events: Kittelson proposes interactive, in-person Open House events to enhance public understanding of the study and gather input during each engagement phase. These events will communicate the project's purpose, findings, and recommendations. It is assumed that one Open House event will be held per phase (two (2) total) and will be attended by four (4) Kittelson team members. Open House #1 will provide general background information on why the Town is undertaking the study, what it intends to analyze, and what it hopes to achieve. Higher-level feedback would also be solicited on things like specific issues/considerations attendees feel need to be addressed through the use of mapping exercises and potential improvements/facilities they'd like to see via a visual preference survey. Open House #2 will be the opportunity to review design concept alternatives and solicit feedback on them.
- Virtual Materials: To support accessibility and flexibility, Kittelson will provide online materials and surveys that allow community members to participate at their convenience. Tools such as interactive ArcGIS Online or wiki-mapping platforms will enable participants to share location-specific feedback and engage with neighbors. Our team will also prepare clear, easy-to-understand content for the Town's website to provide regular project updates. It is assumed that Kittelson will host one online survey/ArcGIS online platform to solicit higher-level public feedback on issues and opportunities within the Downtown Study Traffic Study area. It would consist mostly of multiple choice questions

with a handful of open-ended questions.. It is also assumed that Kittelson will provide up to five (5) website updates.

- Social Media / Website: Kittelson will develop website materials, newsletters, brochures, posters, social media kits, and talking points to raise awareness about the study and invite public feedback. It assumed that Kittelson will provide up one social media kit per phase (two (2) in total).

Our team will develop all outreach materials in collaboration with the Town to promote awareness and encourage participation. Kittelson will maintain a contact database that reflects the full diversity of the Study Area, supporting equitable outreach to all community groups. Additionally, we will create a searchable database to document all public comments collected through formal engagements, online surveys, and other communications. This will allow the Town to track input and demonstrate how community feedback informs data-driven and values-based recommendations.

Task 2.3 Leadership Updates

As part of our PIP, Kittelson will work with Wake Forest staff to develop a strategy to keep elected officials and other decision makers informed throughout the process. Buy-in from them will be critical to support, adopt, and implement the recommendations from the Downtown Traffic Study. Effective engagement enables Wake Forest leadership to adequately review, assess, and provide input on deliverables throughout the process. Our team has found that this is most likely to occur when officials are engaged throughout the planning process, allowing them to participate as developments unfold. Kittelson will help the Wake Forest PMT update the Planning Board, Historic Preservation Commission, Downtown Board, and Board of Commissioners at strategic points in the plan. We recommend that these updates occur after Task 4.2 (Existing Conditions Documentation) and as part of Task 6 (Recommendations with Conceptual Designs). It is assumed that the Kittelson project manager or designated representative will make up to four (4) presentations.

Task 2 Deliverables

- Public Involvement Plan
- Community Outreach Materials and Summary
- Staff and Partner Agency Charrettes Materials and Summary
- Leadership Update Materials

Task 3 Evaluate Existing Plans

Task 3.1 Summary of Existing Plans

Before initiating the study, it is essential to review the Town's extensive planning efforts and publications so that previous data, findings, and recommendations are fully considered and incorporated. Kittelson recognizes the tremendous amount of work the Town and its partner agencies have undertaken to guide community growth, identify future projects and funding priorities, and position Wake Forest for continued success.

Our team will conduct a thorough review of up to a dozen (12) relevant plans, NCDOT projects, and documents, with particular attention to:

- Southeast High Speed Rail NCDOT Public Hearing Maps (2015)
- Wake Forest Community Plan (2022)
- Wake Forest Comprehensive Transportation Plan (2019)
- Wake Forest Historic Preservation Plan (2022)

- Wake Forest Historic Property Handbook with Design Standards (2021)
- NCDOT S-Line TOD Study (2023)
- Wake Forest Downtown Plan (2024)
- Plans for the Capital North Upgrade (STIP U-5307)

By reviewing these plans, Kittelson will identify data gaps and inconsistencies to refine our analysis and align recommendations with the Town's vision. This may include assessing how historical changes in data, land use, or other community factors could influence the study's results and recommendations in today's context. We will synthesize key transportation and land-use recommendations from these documents to build on previous efforts while addressing any conflicts or omissions.

Our team's experience enables us to identify opportunities for Wake Forest to incorporate innovative practices from peer agencies and state-of-the-practice guidance, including compliance with the Americans with Disabilities Act (ADA) and Public Right-of-Way Accessibility Guidelines (PROWAG).

Throughout this process, Kittelson will apply proven evaluation methods rooted in national research and agency best practices to assess how the Town's goals align with broader multimodal and accessibility objectives.

Upon completing the review, Kittelson will summarize our findings and highlight any information gaps within existing plans, providing the Town with a clear roadmap for addressing these gaps in subsequent phases of the study.

Task 3 Deliverables

- Summary of Existing Plans

Task 4 Existing Conditions, Trends, & Technical Report

Task 4.1 Existing Conditions Analysis

Kittelson will conduct a comprehensive analysis of existing conditions within the RFP-defined Downtown Study Area (E Roosevelt Avenue, S Franklin Street, E Holding Avenue, S Wingate Street), including key destinations such as the Southeastern Baptist Theological Seminary, Wake Forest Elementary School, and Town Hall. This analysis will directly support the Town's objectives to evaluate current and future roadway conditions, multimodal operations, and safety, providing a foundation for actionable recommendations. The analysis will include:

- Demographic analysis using the latest Census data and local projections to understand current and future transportation demand;
- Land use analysis focused on current and projected development impacts on transportation networks;
- Inventory and evaluation of planned developments and community facilities within the Study Area;
- Collection of multimodal traffic count data during weekday peak periods, including vehicles, bicycles, and pedestrians for up to 20 intersections and six midblock locations;
- Assessment of multimodal connectivity, accessibility, safety, circulation, and access for all users;
- Documentation of crash history and identification of up to 20 high-risk locations;
- Inventory of existing access points, right-of-way (ROW) constraints, and utilities;
- Review Triangle Regional Model outputs for current conditions and 2050 projections to identify growth rates;

Note the scope of work assumes no model runs will be performed.

- Review of recent traffic data and traffic impact analyses to confirm current and future traffic patterns and growth rates; and
- Identification of historic and cultural resources, including National Register and local historic districts, that may influence transportation recommendations.

Our technical analysis will employ state-of-the-art traffic modeling and simulation tools to assess current operations and forecast future conditions. For up to 20 locations, Kittelson will develop traffic operations in Synchro or SIDRA.

For key intersections and/or corridors, Kittelson is prepared to complete microsimulation (TransModeler or VISSIM) to evaluate conditions. The use of microsimulation will allow us to develop an animation for the existing conditions (and potential alternatives) to help inform the stakeholder and public engagement process.

Task 4.2 Existing Conditions Documentation

Based on this analysis, Kittelson will translate the complex technical data into clear, actionable insights through concise narratives, compelling data visualizations, and intuitive maps as part of the Existing Conditions, Trends, and Technical Analysis Report. By presenting findings in an accessible and visually engaging format, the report will equip Town staff, stakeholders, and decision-makers with the information needed to support evidence-based recommendations, strategic investments, and multimodal planning decisions.

As part of the report, Kittelson will clearly summarize analysis assumptions and document existing multimodal transportation conditions, providing a comprehensive foundation for the Study Report. The Existing Conditions, Trends and Technical Analysis Report will be graphics-rich, emphasizing clarity and actionable insights, and all materials will be branded with Town of Wake Forest logos to reinforce transparency, professionalism, and public engagement throughout the study process. Three (3) staff review cycles are assumed for the report. For every set of comments received, Kittelson will maintain a log outlining the response or action taken.

The report will be submitted to Town staff for review and formally presented to the Planning Board, Historic Preservation Commission, Downtown Board, and Board of Commissioners, fostering broad understanding and alignment with community and organizational priorities. These presentations are captured in the budget for Task 2 Public Engagement.

Task 4 Deliverables

- Data Collection and Evaluation Materials
- Existing Conditions, Trends and Technical Analysis Report

Task 5 Challenges & Opportunities Summary

Task 5.1 Identification of Performance Measures

Developing a detailed list of performance measures and evaluation criteria centered on the study goals and objectives is essential. Kittelson will collaborate with Town staff during a biweekly meeting to draft a set of performance measures and evaluation criteria aligned with the study's goals and objectives. These will later be refined during the first partner agency charrette. These measures will provide the framework for evaluating existing conditions and future concepts.

Kittelson will create a Performance Measures Matrix documenting the criteria and benchmarks for evaluating each alternative. Where no local benchmark exists, Kittelson will propose comparable national standards based on our extensive experience.

Example Performance Categories and Metrics:

- Vehicle Performance: queue length, travel time, speed;
- Multimodal Safety & Connectivity: LTS, pedestrian comfort index, crossing distance, delay;
- Constructability: ROW and utility impacts, permitting level;
- Cost: capital and operational costs; and
- Timeline: implementation length, opportunities for interim improvements.

These metrics will allow Town staff and stakeholders to evaluate tradeoffs between competing goals and guide transparent decision-making. One (1) staff review cycle is assumed for this deliverable. For this set of comments received, Kittelson will maintain a log outlining the response or action taken.

Task 5.2 Framework for Balancing Priorities

To facilitate productive dialogue with the community, Kittelson will use the determined performance metrics to develop a priority framework with visual and interactive methods that illustrate how design choices influence outcomes across multiple priorities. Potential priorities to be considered include:

- Modal prioritization;
- Vehicle level of service;
- Intersection movements;
- Historic and cultural identity;
- Gathering spaces and streetscapes;
- Circulation patterns; and
- Economic development.

Many of these elements interact in ways that mean improving one may affect another. This framework will help the public, staff, and elected officials understand these tradeoffs, promoting consensus around balanced solutions.

Task 5.3 Challenges & Opportunities Summary

Drawing on Existing Conditions, Trends and Technical Analysis Report and the Public Outreach, Kittelson will develop a Downtown Transportation performance rating on the existing system across the established metrics. The rating will visually highlight strengths, deficiencies, and mobility barriers, enabling Town staff to focus resources where they are most needed. This will serve as both a communication tool and a baseline for future progress.

Kittelson will synthesize technical findings and community feedback to develop a clear and actionable Challenges and Opportunities Summary that:

- Identifies specific areas of congestion, safety issues, and operational deficiencies;
- Highlights opportunities for multimodal connectivity and access management improvements;
- Considers impacts and opportunities related to the S-Line rail corridor and Downtown Mobility Hub;
- Reflects constraints and opportunities within the Seminary Loop and the Historic District;
- Integrates stakeholder and community feedback from Task 2 engagement efforts; and
- Uses clear narrative, mapping, and graphics to communicate effectively.

This summary will provide the foundation for developing conceptual alternatives and recommendations in Task 6. It will be concise, visually engaging, and structured to support transparent decision-making by Town leaders, stakeholders, and the public. Three (3) staff review cycles are assumed for this deliverable. For every set of comments received, Kittelson will maintain a log outlining the response or action taken.

Task 5 Deliverables

- Performance Measures Matrix
- Balancing Framework Graphic and Summary
- Downtown Transportation Performance
- Challenges and Opportunities Summary

Task 6 Recommendations with Conceptual Design

Task 6.1 Concept Development & Evaluation

Kittelson will develop practical, implementable recommendations that address identified challenges while preserving Downtown Wake Forest's historic character. Our recommendations will be grounded in data-driven analysis, technical modeling, and extensive stakeholder and public engagement, with each improvement thoughtfully aligned with community needs and Town priorities. Building on the existing conditions analysis, our team will work closely with the Town to create intersection, roadway, and multimodal connection concepts that balance pedestrian safety, vehicle operations, and historic integrity.

Our multidisciplinary team will identify a broad set of innovative, adaptable concepts suited to Downtown's constrained environment. Concepts will address safety concerns and enhance all travel modes, focusing on targeted improvements across the Study Area. These will include intersections, roadway treatments, bicycle and pedestrian integration, streetscape enhancements, curb control, and traffic calming, allowing the Town to consider flexible, interchangeable solutions. Possible alternatives will include:

- Intersection treatments and roundabouts;
- Turn restrictions and circulation changes;
- Roadway treatments, including one-way Seminary
- Loop options and varying lane configurations;
- Pedestrian improvements such as wider sidewalks, signalized crossings, and narrower cross-sections;
- Curb-control measures optimizing parking, loading, and pick-up/drop-off activity; and
- Traffic-calming strategies using vertical or horizontal design elements.

These metrics will allow Town staff and stakeholders to evaluate tradeoffs between the priority recommendations to see competing goals and guide transparent decision-making.

Task 6.2 Concept Sketches, Preliminary Design Concepts, & Cost Estimates

For up to twelve (12) alternatives (intersections or corridors), Kittelson will develop conceptual design sketches. These sketches will provide a clear, early vision of proposed improvements, enabling the Town to evaluate feasibility, impacts, and trade-offs, and to support informed decision-making. These sketches will allow Kittelson to assess ROW requirements, potential conflicts with utilities, and impacts on historic and cultural resources, and to estimate order-of-magnitude capital and operational costs to planning-level accuracy, providing reliable guidance for project budgeting, phasing, and prioritization.

These conceptual sketches will be submitted to Town staff for review and feedback. Public input may also be sought if warranted, promoting early transparency, encouraging public involvement, and building broad support for the proposed improvements. For preferred key-area improvement concepts, Kittelson will prepare preliminary designs and more detailed construction cost estimates. These estimates provide actionable information to guide project planning, funding decisions, and phased implementation. ROW acquisition costs are not included at this stage, allowing the focus to remain on core construction and operational improvements. Kittelson's approach supports the development of early conceptual designs that are technically robust, visually clear, and aligned with community priorities, providing a strong foundation for decision-making and successful project delivery.

Task 6.3 3D Visualizations

Kittelson will use 3D visualization as one of the services to support the Town of Wake Forest Downtown Traffic Study. Our 3D Visualization Group, having a combined 30+ years' experience, will utilize a variety of tools, knowledge, and capabilities to develop a range of communication solutions that are clear, concise, and cost effective. *The attached document includes the range of visualization products we anticipate may be used for the downtown traffic study.*

Kittelson will present these concepts during public engagement sessions and discussions with study partners to provide clear, concise overviews of the benefits and constraints. Visualization materials, including cross-sections and plan-view graphics, will clearly convey each concept's intent, appearance, and functionality, helping staff, decision-makers, and community members confidently engage with and provide input on the proposed improvements.

Task 6.4 Recommendations Technical Memorandum

All results will be compiled into a concise Technical Memorandum supported by appendices. This memorandum will combine high-quality graphics, conceptual layouts, performance summaries, and implementation strategies to provide a clear, actionable resource for both staff review and public understanding. At a high level, the memo will:

- Present multiple conceptual alternatives for the study areas, particularly the Seminary Loop, enabling a full evaluation of potential improvements;
- Provide recommendations that balance pedestrian safety, traffic flow, and historic preservation, while aligning solutions with community and Town priorities;
- Document the decision-making process and rationale for the selection of the preferred alternative, creating a clear record of justification and alignment with Town goals;
- Include 3D renderings to clearly visualize proposed improvements and support stakeholder understanding;
- Incorporate iterative refinements based on staff and public feedback, fostering transparency and broad support; and
- Deliver detailed cost estimates for each recommended improvement to support informed decision-making.

The Technical Memorandum, including preliminary designs, cost estimates, and 3D renderings, will undergo three (3) staff review cycles. For each set of comments, Kittelson will maintain a comment log documenting actions taken to promote accountability, clarity, and confidence in the recommendations.

Task 6 Deliverables

- Conceptual Alternatives and Evaluation Matrix

- Multimodal and Microsimulation Analyses
- Concept Sketches
- Preliminary Design Concepts
- Cost Estimates
- 3D Visualization
- Recommendations Technical Memorandum

Task 7 Final Study Document

Task 7.1 Action Plan Matrix & Phasing Plan

Following the selection of the set of preferred alternatives, our team will prepare a detailed Action Plan Matrix and Phasing Plan to guide the Town through efficient and effective project delivery. Leveraging our experience with multimodal projects in constrained urban environments, Kittelson will translate study recommendations into a clear, actionable roadmap in the form of an action item matrix that promotes progress, accountability, and measurable results. The action item matrix for implementation will:

- Identify early-action items that deliver visible results quickly, such as signal timing adjustments, restriping, or minor operational improvements;
- Outline phasing, funding opportunities (e.g., SS4A, HSIP, BUILD, CIP, NCDOT STIP);
- Define a phased approach that supports constructability, maintains community access, and coordinates with other initiatives;
- Highlight critical path elements for funding, permitting, ROW, and interagency coordination; and
- Include a risk management register summarizing potential challenges, likelihood, and mitigation strategies.

Throughout the study process, our team will identify quick-build opportunities to address community concerns and demonstrate tangible progress. Working closely with Town and NCDOT staff, these quick-build and quick-win projects can address small-scale operational or maintenance issues, such as damaged pedestrian signals or potholes, to allow for early successes to build public trust and sustain engagement.

The Phasing Plan will expand on these opportunities to map project sequencing, timelines, and dependencies, allowing the Town to adapt to funding availability, ROW acquisition, and permitting schedules while maintaining focus on near-term deliverables and long-term outcomes. By providing a clear, prioritized roadmap, the Plan positions the Town to achieve efficient, safe, and highly visible improvements that advance mobility and preserve Downtown's character. Three (3) staff review cycles are assumed for this plan. For each set of comments, Kittelson will maintain a comment log documenting actions taken to promote accountability, clarity, and confidence in the recommendations.

Task 7.2 Final Report

Kittelson will compile all prior deliverables into a cohesive and visually compelling Final Study Report that serves as both a reference and an implementation guide for the Town of Wake Forest. The document will be produced in Adobe InDesign for professional-quality print and digital distribution. The Final Study Report will:

- Present a prioritized action plan matrix summarizing recommendations, cost estimates, responsible parties, potential funding sources, and timeframes;
- Integrate all technical analyses, design concepts, and public engagement outcomes into a unified narrative;
- Maintain consistent formatting, branding, and messaging aligned with Town standards;

- Include graphics-rich content that communicates findings clearly to both technical and general audiences; and
- Be structured for easy sharing via the Town’s website and public meetings.

Key components will include:

- Executive Summary on Downtown mobility;
- Study process, partner roles, goals, and performance measures;
- Multimodal strategies addressing network deficiencies, with defined resources, partners, and responsibilities; and Identification of feasible funding and phasing strategies to support implementation.

Prior to developing the Final Study Report, Kittelson will prepare an outline of the Downtown Traffic Study document, providing a “storyboard” of the flow through the chapters, including key messages and potential graphics. As part of the biweekly meetings, Kittelson will review the outline with Town staff. Kittelson will incorporate one (1) round of comments and submit a final outline to town staff before writing the document. Concurrently, Kittelson will prepare up to a six (6)-page mockup of document pages using filler Latin script to establish the look and feel of the document before laying out the entire document. Kittelson will submit the layout mockup to the Town and the Town will provide one (1) set of consolidated PDF comments to be discussed during one of the coordination meetings.

Mockup will include:

- Color palette and branding application
- Typography and heading hierarchy
- Table and figure formats
- Map style and cartographic standards, if applicable
- Sample page layouts
- Callout boxes and styling
- General infographic styling
- Document Content Development

Following the approved outline, Kittelson will develop report content in a Word document including draft written material, basic formatting, and placeholders with descriptions of message/focus for key graphics. Kittelson will complete up to two (2) review cycles to create a revised draft and a final draft. For each review cycle, the Town will provide one (1) set of consolidated feedback on the draft in Word using track changes and comments. Using the approved text-only draft content and layout mockup, Kittelson will create a graphically formatted Downtown Traffic Study Final Report document in InDesign. Once finalized and approved, Kittelson will deliver a high-resolution PDF and a packaged InDesign file, along with image and document source files, to the Town. Kittelson will complete one (1) review cycle based on this InDesign version. For every set of comments received, Kittelson will maintain a log outlining the response or action taken. All project data, graphics, and source files will be provided to the Town for future updates or integration with related planning efforts. The final document will be hosted on Kittelson’s server.

Task 7 Deliverables

- Action Item Matrix
- Phasing Plan
- Draft Final Study Report Layout
- Draft Study Report Outline

- Draft and Final Study Reports
- Project Data, Graphics, and Source Files

Direct Expenses

Kittelsohn anticipates the following direct expenses to complete the project approach described above:

- New multimodal turning movement count data at up to 20 locations
- New ped/bike midblock crossing data at up to six (6) locations
- Travel cost for attendance at community engagement events, leadership updates, and charettes.
- Printing costs for up to 16 public meeting boards.

EXHIBIT 2 – SCHEDULE

The study start date will be the date of the Town of Wake Forest's issuance of the Notice to Proceed (NTP). We anticipate a roughly 18-month study timeline from NTP.

MONTH	PHASE 1: TRANSPORTATION CHALLENGES & OPPORTUNITIES								
	1	2	3	4	5	6	7	8	9
TASK 1 PROJECT TIMELINE									
1.1 Project Timeline & Management									
1.2 Project Management	K	B P B	B P B	B P B	B P B	B P B	B P B	B P B	B P B
1.3 Study Goals & Objectives		D							
TASK 2 PUBLIC OUTREACH									
2.1 Public Involvement Plan	D	F							
2.2 Public Involvement						C			
2.3 Leadership Updates							L		
TASK 3 EVALUATE OF EXISTING PLANS									
3.1 Summary of Existing Plans									
TASK 4 EXISTING CONDITIONS, TRENDS, & TECHNICAL ANALYSIS REPORT									
4.1 Existing Conditions Analysis									
4.2. Existing Conditions Documentation					D	D	D	F	
TASK 5 CHALLENGES & OPPORTUNITIES SUMMARY									
5.1 Identification of Performance Measures					D	F			
5.2 Framework for Balancing Priorities						D	F		
5.3 Challenges and Opportunities Summary							D	D	F
TASK 6 RECOMMENDATIONS WITH CONCEPTUAL DESIGNS									
6.1 Concept Development and Evaluation									
6.2 Concept Sketch									
6.3 3D Visualizations									
6.4 Recommendations Technical Memorandum									
TASK 7 FINAL STUDY DOCUMENT									
Task 7.1 Action Plan Matrix and Phasing Plan									
Task 7.2 Final Report									

K - Kickoff Meeting | B - Biweekly Meeting | P - Progress Reports | D - Draft Deliverable | F - Final Deliverable
C - Partner Agency Charrette | L - Leadership Discussions (Planning Board, Historic Preservation Commission, Downtown Board, & Board of Commissioners) | **■ - Town Review Time** | **■ - Community Discussion & Events**

MONTH	PHASE 2: STUDY REPORT & RECOMMENDATIONS																	
	10	11	12	13	14	15	16	17	18									
TASK 1 PROJECT TIMELINE																		
1.1 Project Timeline & Management																		
1.2 Project Management	B	B	P	B	B	P	B	B	P	B	B	P	B	B	P	B	B	P
1.3 Study Goals & Objectives																		
TASK 2 PUBLIC OUTREACH																		
2.1 Public Involvement Plan																		
2.2 Public Involvement			C															
2.3 Leadership Updates				L											L			
TASK 3 EVALUATE OF EXISTING PLANS																		
3.1 Summary of Existing Plans																		
TASK 4 EXISTING CONDITIONS, TRENDS, & TECHNICAL ANALYSIS REPORT																		
4.1 Existing Conditions Analysis																		
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TASK 5 CHALLENGES & OPPORTUNITIES SUMMARY																		
5.1 Identification of Performance Measures																		
5.2 Framework for Balancing Priorities																		
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TASK 6 RECOMMENDATIONS WITH CONCEPTUAL DESIGNS																		
6.1 Concept Development and Evaluation																		
6.2 Concept Sketch																		
6.3 3D Visualizations																		
6.4 Recommendations Technical Memorandum				D		D		D		F								
TASK 7 FINAL STUDY DOCUMENT																		
Task 7.1 Action Plan Matrix and Phasing Plan										D		F						
Task 7.2 Final Report												D		D		D		F

K - Kickoff Meeting | B - Biweekly Meeting | P - Progress Reports | D - Draft Deliverable | F - Final Deliverable
C - Partner Agency Charrette | L - Leadership Discussions (Planning Board, Historic Preservation Commission, Downtown Board, & Board of Commissioners) | **■ - Town Review Time** | **■ - Community Discussion & Events**

PRIME BREAKDOWN WORKSHEET -- ENTER WORKHOURS

PROJECT DESCRIPTION:	Wake Forest Downtown Traffic Study	FIRM:	Kindon	TASK ORDER NUMBER:		DATE PREPARED:	1/5/2026
PREPARED BY:	Eric Brown, PE, P.E.	TOP NUMBER:		BOB NUMBER:		REVISION DATE:	NA

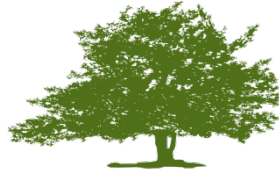
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Possible Add-on Fees

**The following are additional services that could enhance the Wake Forest
Downtown Traffic Study**

Microsimulation for up to 5 corridors	\$10,000
Final Study Report - 508 Compliance (ADA Remediation)	\$20,000

Total Project Cost: \$336,795.64



TOWN of WAKE FOREST

CONTRACT FOR DOWNTOWN TRAFFIC STUDY

This contract is made and entered into as of the ____ day of _____, 2026, by the Town of Wake Forest (“Town”) and Kittleson & Associates Inc. (“Consultant”), organized and existing under the laws of the State of North Carolina.

Sec. 1. Background and Purpose. The Downtown Traffic Study will serve as a project focused on the Downtown Area in Wake Forest that carefully analyzes challenges associated with traffic volumes, roadway capacity, maintaining historic character, key intersection functionality, and upcoming changes resulting from the S-Line rail corridor project, including the addition of a Downtown Mobility Hub, road closures, and planned grade separations.

Sec. 2. Services and Scope to be Performed. The Consultant shall provide the services outlined in the scope of work dated January 5, 2026 and included as Attachment A. In this contract, “Work” means the services that the Consultant is required to perform pursuant to this contract and all of the Consultant’s duties to the Town that arise out of this contract. Any amendments, corrections, or change orders by either party must be made in writing signed in the same manner as the original. (This form may be used for amendments and change orders.) The Town reserves the right to refuse payment for any work outside that authorized herein or pursuant to a duly approved amendment or change order.

Sec. 3. Contract Duration. This duration of this contract shall be 24 months from Notice to Proceed issuance.

Sec. 4. Complete Work without Extra Cost. Unless otherwise provided, the Consultant shall obtain and provide, without additional cost to the Town, all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform the Work.

Sec. 5. Compensation. The Town shall pay the following amount to the Consultant for the Work as described in Section 2: not to exceed \$306,795.64 for the Base Study, \$10,000 for Microsimulations, and \$20,000 for Section 508 compliance work, totaling \$336,795.64. The Town shall not be obligated to pay the Consultant any payments, fees, expenses, or compensation other than those authorized by this section.

Sec. 6. Consultant’s Billings to Town. The Consultant shall submit an invoice once job is completed or at designated times during the course of completing a job. Once the invoice is submitted and approved by the appropriate department the terms will be **Net 30 days**. The terms may only be changed by written consent of the Finance Director.

Sec. 8. Performance of Work by Town. If the Consultant fails to perform the Work in accordance with the schedule referred to in Sec. 2. above, the Town may, in its discretion, in order to bring the project closer

to schedule, perform or cause to be performed some or all of the Work, and doing so shall not waive any of the Town's rights and remedies. Before doing so, the Town shall give the Consultant reasonable notice of its intention. The Consultant shall reimburse the Town for all costs incurred by the Town in exercising its right to perform or cause to be performed some or all of the Work pursuant to this section.

Sec. 9. Attachments. The following attachments are made a part of this contract and incorporated herein by reference:

Attachment A: Wake Forest Downtown Traffic Study Scope of Work

Attachment B: Wake Forest Downtown Traffic Study Scope of Work Fee Table

Attachment C: Wake Forest Downtown Traffic Study Scope of Work Add-on Fee Table

Attachment D: RFQ #25-0002 Town of Wake Downtown Traffic Study

Sec. 10. Notice. (a) All notices and other communications required or permitted by this contract shall be in writing and shall be given either by personal delivery, fax, or certified United States mail, return receipt requested, addressed as follows:

To the Town:

Town of Wake Forest
Planning Department
Attn: Brad West
301 S. Brooks St.
Wake Forest, NC 27587

To the Consultant:

Kittleson & Associates, Inc.
Attn: Liz Byrom
702 Oberlin Rd, Suite 410
Raleigh, NC 27605

(b) Change of Address, Date Notice Deemed Given: A change of address, fax number, or person to receive notice may be made by either party by notice given to the other party. Any notice or other communication under this contract shall be deemed given at the time of actual delivery, if it is personally delivered or sent by fax. If the notice or other communication is sent by US Mail, it shall be deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the US Postal Service or upon actual delivery, whichever occurs first.

INSURANCE

Kittleson & Associates Inc. (hereinafter "Consultant" or "Contractor") shall maintain, at its sole expense throughout this Contract, the insurance coverages and limits described herein on a primary and non-contributory basis. These insurance requirements and any Town review or acceptance of Consultant's insurance do not limit or qualify Consultant's liabilities or obligations under this Contract. The insurance requirements mandated herein are minimum requirements for Consultant and in no way limit the indemnity covenants contained in the contract. The Town in no way warrants that the minimum limits contained herein are sufficient to protect the Consultant from liabilities that might arise out of the performance of their work; Consultant is free to purchase additional insurance as necessary.

Workers' Compensation Insurance - Consultant agrees to maintain Worker's Compensation Insurance in accordance with North Carolina General Statute Chapter 97.

Employer's Liability Insurance. Consultant agrees to maintain the minimum recommended limit is \$1,000,000 per each accident /\$1,000,000 per each occupational disease and \$1,000,000 policy limit.

Commercial General Liability - Consultant agrees to maintain commercial general liability insurance with limits of no less than \$2,000,000 each occurrence and \$4,000,000 aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability, Cross Liability, or Personal and Advertising Injury Liability. Town shall be named as additional insured as described below.

Professional Liability - Consultant agrees to maintain professional liability insurance with limits of no less than \$1,000,000 each occurrence and \$2,000,000 aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability, Cross Liability, or Personal and Advertising Injury Liability. Town shall be named as additional insured as described below.

Commercial Automobile Liability – If performance under this contract requires the use of vehicles, Contractor agrees to maintain commercial automobile liability insurance with limits of no less than \$1,000,000 combined single limit – any auto. Coverage shall include liability for Owned, Non-Owned and Hired automobiles. In the event Contractor does not own automobiles but performance under this contract requires the use of vehicles, Contractor agrees to maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Auto Liability policy.

If – in the performance of this contract - a vehicle that can carry more than 12 persons (including driver) is being used by Contractor, the limits shall be increased to \$2,000,000.

This \$2,000,000 limit may be achieved by utilizing an Umbrella or Excess policy with a per occurrence limit of \$1,000,000.

Umbrella or Excess Liability - Consultant may satisfy the minimum liability limits required above under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability, however, the Annual Aggregate limits shall not be less than the highest 'Each Occurrence' limit for required policies. Consultant ***agrees to endorse the Town as an 'Additional Insured' on the Umbrella or Excess Liability unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a 'Follow-Form' basis.***

Additional Insured. The Consultant's General Liability policy shall be endorsed, specifically or generally, to include the Town of Wake Forest as Additional Insured.

The Consultant shall disclose any self-insured retention and this is only allowed in lieu of coverage if pre-approved by Wake Forest's Safety and Risk Manager.

Primary and Non-Contributory Coverage. Insurance required to be maintained by the Consultant under this Agreement shall apply on a primary and non-contributory basis with respect to the Town, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the Town shall be excess of and shall not contribute with Consultant's insurance.

Waiver of Subrogation Rights. Consultant and its insurers waive all rights of subrogation against the Town, its officers, officials, employees, agents, and volunteers for any claims arising out of Consultant's work under this Agreement. Consultant shall cause its insurers to endorse such waiver on all applicable policies required under this Agreement. This waiver shall apply regardless of whether the Town has received a specific waiver endorsement from Consultant's insurer.

Certificate of Insurance. Consultant shall provide proof of the required insurance coverage(s) in the form of an original current certificate of insurance **presented by the Insured's agency** before the Consultant is allowed to perform any work for the Town. The Certificate Holder is the Town of Wake Forest, Attn.: Safety and Risk Manager, 301 S. Brooks Street, Wake Forest, North Carolina, 27587.

Failure to Procure Coverage. In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, the Town has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by Town as a material breach of contract.

Claims Made Policies. If any of the required policies provide coverage on a claims made basis, the policy must have an extended reporting period/tail of at least two (2) years following the termination of the Contract. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

Notice of Cancellation/Changes. Either the Consultant or its insurance agency shall provide thirty (30) days prior written notice to the Town in the event of cancellation or material changes, except when cancellation is for non- payment of premium, then ten (10) days prior notice may be given. Notice shall be sent directly to:

Attn: Safety and Risk Manager

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

Carrier Authorization. All insurance companies must be authorized to do business in North Carolina and be acceptable to the Town of Wake Forest's Risk Manager. The Town may increase, decrease or waive insurance limits at its sole discretion.

Subcontractors. Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Co Consultant ntractor shall ensure that Town is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances. Town reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. TOWN shall give notice to Consultant of any such requirements prior to the execution of this contract, or within such reasonable time as TOWN becomes aware of the need for such additional or increased coverages.

Miscellaneous. The failure of the Town at any time to enforce the insurance provisions, to demand such certificates of insurance, or to identify a deficiency shall not constitute a waiver of those provisions, nor reduce obligations of the Consultant to maintain such insurance or to meet its obligations under the indemnification provisions. Notwithstanding the foregoing, nothing contained herein shall be deemed to constitute a waiver of the governmental immunity of the Town, which immunity is hereby reserved to the Town.

Other Terms and Conditions

1. **Applicability.** These Consolidated Terms and Conditions govern purchases and contracts with the Town of Wake Forest. Any attached Contractor/Vendor quotes or proposals are incorporated as a binding description of goods and services to be provided, but are otherwise for scope only if they contradict these Terms and Conditions. These Terms and Conditions govern agreements for performance, goods, services, participation in Town events (performers, food trucks, other vendors), or any combination thereof as may be required in the Contract.
2. **Definitions:** In this document, unless the context requires otherwise:
 - a. "Town" means the Town of Wake Forest.
 - b. "Contractor" or "Vendor" means the Consultant and any authorized Agent, Officer, Employee, or Sub-Contractor.
 - c. "Contract" or "Agreement" means these terms and conditions and all attached documentation, all of which make up the binding agreement between the Town and Contractor.
3. **Shipping and Delivery:** All packages must bear the correct Purchase Order number on the outside of each package or shipping container. The Town of Wake Forest will not be responsible for any goods delivered without a Purchase Order, if applicable, having been issued. All prices must be F.O.B. Destination and delivered to the destination indicated on the Purchase Order. Where specific purchase is quoted or negotiated F.O.B. Shipping Point, the Contractor is to prepay the shipping charges and add them to the invoice. The risk of loss and damage to the goods which are the subject of this order shall be the Contractor's until the goods are delivered to the destination set out in the order and accepted by the purchaser or its representative. Any rejected materials will be returned to the Vendor at the Vendor's risk and expense. In the event of a vendor's failure to deliver or perform as specified, the Town reserves the right to cancel the order or any part thereof, without prejudice to its other rights. The Vendor agrees that the Town may return part or all of any shipment and may charge the vendor with all reasonable losses or expenses sustained as a result of such failure to deliver or perform. In case of default of the contractor, the Town may procure the articles or services from other sources and charge the Vendor damages for any excess costs or other damages caused by the default.
4. **Health and Safety.** Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs required by the Occupational Safety and Health Administration

(OSHA) and all other regulatory agencies while providing Services under this Contract. Contractor shall provide proof that a **Drug-Free Workplace Program** is in place and that drivers meet **DOT/CDL licensing** requirements, if requested.

5. **Delay of Performance.** Performance of services will start at the time stated in Attachment 1 unless otherwise agreed to in writing by the Parties. Time is of the essence with respect to all provisions of this contract that specify a time for performance.
6. **Invoicing and Payment.** All invoices must be sent by email to: accounts.payable@wakeforestnc.gov or mailed to the Town of Wake Forest, Accounts Payable, 301 S. Brooks Street, Wake Forest, NC 27587. All invoices must include a unique invoice number and the applicable Purchase Order number. Invoices for partial deliveries must be indicated as such. The Contractor must provide separate invoices for each Purchase Order number. The Town of Wake Forest is not exempt from State or County Sales Tax. Sales Tax will be paid from the Contractor's invoice when submitted. The Town of Wake Forest is exempt from Federal Excise Tax. If any form of such tax is billed on the invoice, it must be shown as a separate item. Tax Exemption Certificates will be furnished upon request. Payment term discounts will be deducted as provided for on the Purchase Order or in accordance with the terms of the official quotation or bid. Net purchases will be paid 30 days from the date of the invoice, or upon acceptance of goods or services.
7. **Licensing and Certification.** Contractor must possess and maintain proof of current and valid professional certifications, licenses, or other credentials necessary to perform the services mandated by the Contract. Said certification, licenses, or credentials shall be provided to the Town within five (5) days of written request by the Town. The Town reserves the right to verify all certifications or licenses and to deny or terminate this agreement if such credentials are found to be invalid or expired.
8. **Deadline.** All documents required to be submitted to the Town of Wake Forest under this contract, including any insurance policies, must be received by the Town prior to performance.
9. **Contract Modification, Entire Agreement.** The conditions of this Contract cannot be modified except by written amendment signed by both Parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against the Town unless the Town Manager or other duly authorized official signs it for the Town. This contract contains the entire agreement between the parties pertaining to the subject matter of this contract. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this contract.
10. **Default and Remedies.** Any rejected materials will be returned to the Contractor at the Contractor's risk and expense. In the event of a Contractor's failure to deliver or perform as specified, the Town reserves the right to cancel the order or any part thereof, without prejudice to its other rights. The Contractor agrees that the Town may return part or all of any shipment and may charge the Contractor with all reasonable losses or expenses sustained as a result of such failure to deliver or perform. In case of default of the contractor, the Town may procure the articles or services from other sources and charge the Contractor damages for any excess costs or other damages caused by the default.
11. **Indemnity.** To the fullest extent permitted by North Carolina law and within the limitations described in N.C.G.S. §22B-1, the Contractor shall indemnify and hold harmless the Town, its officers, agents, and employees, from and against any and all claims, damages, losses, and expenses, including reasonable attorney's fees and costs, but only to the extent caused by the negligent acts, errors, or omissions of the Contractor, its employees, agents, or subcontractors in the performance of professional services under this Agreement. This indemnification obligation shall not apply to any claims, damages, losses, or expenses that are caused by the negligence or willful misconduct of the Town, its officers, agents, or employees. Nothing in this clause shall require the Contractor to defend the Town or pay for defense costs in advance of a final determination of the Contractor's liability.

12. **Compliance with Laws, Hold Harmless.** It is agreed that the goods, materials, equipment, or services provided shall comply with all Federal, State or local laws, and that the Contractor shall defend actions or claims brought, and save harmless the Town, and/or its officials or employees, from loss, cost or damage by reason of actual or alleged failure to comply with such laws. In performing all of the Work, the Contractor shall comply with all applicable law.
13. **Acceptance of Terms.** The Town may, at any time, insist upon strict compliance with these terms and conditions, notwithstanding any previous custom, practice, or course of dealing to the contrary. Acceptance of the order includes acceptance of all terms, conditions, prices, delivery instructions and specifications as shown on this document or attached to and made a part of this order.
14. **Choice of Law and Forum.** This contract shall be deemed made in Wake County, North Carolina. This contract shall be governed by and construed in accordance with the law of North Carolina. The exclusive forum and venue for all actions arising out of this contract shall be the appropriate division of the North Carolina General Court of Justice, in Wake County. Such actions shall neither be commenced in nor removed to federal court. This section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this section.
15. **Acceptance of Terms, Waiver, Severability.** The Town may, at any time, insist upon strict compliance with these terms and conditions, notwithstanding any previous custom, practice, or course of dealing to the contrary. Acceptance of the order includes acceptance of all terms, conditions, prices, delivery instructions and specifications as shown on this document or attached to and made a part of this order. No action or failure to act by the Town shall constitute a waiver of any of its rights or remedies that arise out this contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing. If any provision of this contract shall be unenforceable, the remainder of this contract shall be enforceable to the extent permitted by law.
16. **Performance of Government Functions.** Nothing contained in this contract shall be deemed or construed in any way to stop, limit, or impair the Town from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.
17. **Assignment, Successors and Assigns:** Without the Town's written consent, the Contractor shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out this contract. Unless the Town otherwise agrees in writing, the Contractor and all assigns shall be subject to all of the Town's defenses and shall be liable for all of the Contractor's duties that arise out of this contract and all of the Town's claims that arise out of this contract. Without granting the Contractor the right to assign, it is agreed that the duties of the Contractor that arise out of this contract shall be binding upon it and its heirs, personal representatives, successors, and assigns.
18. **No Third Party Right Created.** This contract is intended for the benefit of the Town and the Contractor and not any other person.
19. **Principles of Interpretation.** In this contract, unless the context requires otherwise, the singular includes the plural and the plural the singular. The pronouns "it" and "its" include the masculine and feminine. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The word "person" includes natural persons, firms, companies, associations, partnerships, trusts, corporations, governmental agencies and units, and any other legal entities.
20. **Public Record.** Notwithstanding any other provisions of this Contract, this Contract and all materials submitted to the Town by the Contractor are subject to the public records laws of the State of North Carolina. It is the responsibility of the Contractor to properly designate materials that may be protected from disclosure as trade secrets under North Carolina law as such and in the form required by law prior to the submission of such materials to the Town. Contractor understands and agrees that the Town may

take any and all actions necessary to comply with federal, state, and local laws and/or judicial orders and such actions will not constitute a breach of the terms of this Contract. To the extent that any other provisions of this Contract conflict with this paragraph, the provisions of this section shall control.

21. **No pledge of taxing authority.** The taxing power of the Town of Wake Forest is not pledged directly or indirectly to secure any monies due under this contract.
22. **No waiver of governmental immunity; Violation of law.** Except for waiver of governmental immunity resulting from the execution of a valid contract, the Town of Wake Forest makes no other waiver of governmental immunity or any other defense or remedy available in law or equity. If any provision of the Contract or Agreement is in violation of any legal, statutory, or state constitutional prohibition, then such provision(s) shall be unenforceable against the Town of Wake Forest.
23. **Conflict of Interest.** If this is a contract for design, engineering, contract administration or similar services, the Contractor will not enter into contracts or agreements with third parties that may present a potential for conflict of interest between the Town of Wake Forest and the third parties regarding the subject matter of this Contract or Agreement.
24. **Audit Rights.** For all Services being provided hereunder, the Town shall have the right to inspect, examine, and make copies of any and all books, accounts, invoices, records and other writings relating to the performance of the Services. Audits shall take place at times and locations mutually agreed upon by both parties. Notwithstanding the foregoing, Contractor must make the materials to be audited available within one (1) week of the request for them.
25. **Pre-Audit.** This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.
26. **Non-appropriation clause.** Contractor acknowledges that the Town of Wake Forest is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of the Town of Wake Forest's obligations under this contract, then this contract shall automatically expire without penalty to the Town of Wake Forest thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the Town of Wake Forest shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations. In the event of a change in the Town of Wake Forest's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects the Town of Wake Forest's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to the Town of Wake Forest upon written notice to Contractor of such limitation or change in the Town of Wake Forest's legal authority.

NON-DISCRIMINATION AND EQUAL OPPORTUNITY (Sections 27-30)

27. **Town Policy.** THE TOWN OPPOSES DISCRIMINATION ON THE BASIS OF RACE AND SEX AND URGES ALL OF ITS CONTRACTORS TO PROVIDE A FAIR OPPORTUNITY FOR MINORITIES AND WOMEN TO PARTICIPATE IN THEIR WORK FORCE AND AS SUBCONTRACTORS AND CONTRACTORS UNDER TOWN CONTRACTS.
28. **Non-discrimination.** The Town and Contractor, for themselves, their agents, officials, employees, and servants agree not to discriminate in any manner on the basis of race, color, creed, national origin, sex, age, handicap, or sexual orientation with reference to the subject matter of this Contract, no matter how remote.
29. **EEO Provisions.** During the performance of this Contract the Contractor agrees as follows:

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

30. Title VI: During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- A. **Compliance with Regulations:** The contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Town of Wake Forest Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- B. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, religion, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- C. **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- D. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Town to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the Town as appropriate and shall set forth what efforts it has made to obtain the information.
- E. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Town shall impose such contract sanctions as it or the Town may determine to be appropriate, including, but not limited to: 1) withholding of payments to the contractor under the contract until the contractor complies, and/or 2) cancellation, termination, or suspension of the contract, in whole or in part.
- F. **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (a) through (f) of this Section 25 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontract or procurement as the Town may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Town to enter into such litigation to protect the interests of the Town, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

31. **E-Verify.** Contractor understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25 et seq. Contractor is aware of and in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statutes. To the best of the Contractor's knowledge, any subcontractors employed by them as a part of this contract are in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statutes.
32. **Iran Divestment Act Certification.** Contractor certifies that: a) It is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 147-86.58; b) It will not take any action causing it to appear on any such list during the term of this Contract; and c) It will not utilize any subcontractor to provide goods or services hereunder that is identified on any list.
33. **Divestment from Companies that Boycott Israel.** Contractor represents, covenants, and certifies that it is not listed on the list of restricted companies developed and published by the North Carolina State Treasurer as required by N.C.G.S. 147-86.81.
34. **Quality and Workmanship.** All work performed and/or services rendered shall be performed to the satisfaction of the Town of Wake Forest. The work performed and/or services rendered shall not be considered complete, nor applicable payments rendered, until the Town is satisfied with the work performed and/or services rendered.
35. **Conflict in Terms or Other Documents.** In the event of any inconsistency, conflict, or ambiguity between these terms and conditions and any other associated contract documents, the parties agree that the terms and conditions of this document shall prevail unless otherwise agreed to in writing by the Parties.
36. **Force Majeure:**
 - A. Except as otherwise provided in any environmental laws, rules, regulations or ordinances applicable to the parties and the services performed under this Contract, neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by an act of war, hostile foreign actions, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.
 - B. Either party to the Contract must take reasonable measures and implement reasonable protections when a weather event otherwise defined as a force majeure event is forecast to be eligible to be excused from the performance otherwise required under this Contract by this provision.

- 37. Intellectual Property.** All intellectual property, including, but not limited to, patentable inventions, patentable plans, copyrightable works, mask works, trademarks, service marks and trade secrets invented, developed, created or discovered in performance of services under this Contract shall be the property of the Town. Copyright in and to any copyrightable work, including, but not limited to, copy, art, negatives, photographs, designs, text, software, or documentation created as part of the Contractor's performance of services under this Contract shall vest in the Town. Works of authorship and contributions to works of authorship created by the Contractor's performance of services under this Contract are hereby agreed to be 'works made for hire' within the meaning of 17 U.S.C. 201.
- 38. Cancellation.** The Town may terminate this Contract at any time by providing written notice to the Contractor. Contractor shall cease performance immediately upon receipt of such notice. In the event of early termination, Contractor shall be entitled to receive just and equitable compensation for costs incurred prior to receipt of notice of termination and for the satisfactory work completed as of the date of termination and delivered to the Town. Notwithstanding the foregoing, in no event will the total amount due to Contractor under this section exceed the total amount due Contractor under this Contract.
- 39. Public Communication. Advertising.** Except as permitted or required by this Agreement, and except as required by the North Carolina Public Records Act or any other applicable law or policy, both Parties agree that any public statements, social media posts, or other public communications regarding this contract or its cancellation shall not be made. To the extent any such public communications or posts are necessary, said public communications or posts shall be made in a professional and diplomatic manner. The Town values open communication, professionalism, and mutual respect in its relationships with its service-providers. Organizations contracting or otherwise associating with Town operations are encouraged to address concerns or feedback about Town operations through appropriate channels, including direct communication with the relevant Town department or representative. While the Town respects the constitutional rights of individuals and organizations to publicly express their views regarding matters of public concern, including through social media, service-providers are expected to conduct themselves in a manner that supports a productive and respectful working relationship. Public statements that are not of public concern, or are knowingly false or defamatory, or that disclose confidential or proprietary information may be considered a breach of contract and subject to appropriate remedies as outlined in the agreement and in accordance with applicable law. This Section shall not be interpreted in a manner that unlawfully prohibits permissible speech. The Agreement and/or relationship among the parties shall not be used for any advertising purposes, including referrals or testimonials, by either party without the express written consent of the other party.
- 40. Existence and Signature Warranties.** Any party executing the Agreement as a corporate or other legal entity represents to the other parties hereto that such entity is duly organized, validly existing and in good standing under the laws of the State of North Carolina or otherwise under the laws of the state of its formation, and is qualified to transact the business contemplated herein within the State of North Carolina, and further that any such party executing the Agreement on behalf thereof, has the full power and authority to do so without any further authorization being required from any party, and thereby legally binds said entity to the terms and conditions of this Agreement.
- 41. Miscellaneous.**

- A. The Contractor shall be responsible for the proper custody and care of any property furnished or purchased by the Town for use in connection with the performance of this Contract, and will reimburse the Town for the replacement value of its loss or damage.
- B. The Contractor shall be considered an Independent Contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. Nothing herein is intended or will be construed to establish any agency, partnership, or joint venture.
- C. Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such employees shall not be employees of or have any individual contractual relationship with the Town.
- D. No oral statement made by the Parties shall apply hereto unless agreed upon in writing.
- E. Any other applicable documentation (such as a Request for Production) is fully incorporated into this Agreement and shall apply as written unless otherwise addressed herein.

Sec. 14. Contract Monitoring.

Staff member responsible for monitoring the contract performance requirement is:

Name and Title: Brad West, Long Range Planning Manager Department Head Initials: JC

IN WITNESS WHEREOF, the Town of Wake Forest and the Consultant have caused this contract to be executed under seal by their respective duly authorized agents or officers.

[signatures are on the following page]

AUTHORIZED SIGNATURES and PRE-AUDIT CERTIFICATE

For the Contractor (Contractor): _____

Name and Title: _____

Date: _____

For the Town of Wake Forest: _____

Name and Title: Kip Padgett, Wake Forest Town Manager

Date: _____

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

Town of Wake Forest Chief Financial Officer or Designee

Date



BOARD OF COMMISSIONERS WORK SESSION AGENDA ITEM REPORT

Agenda Item No.: 2026-837-

Submitted by: Ruben Wall, Parks & Recreation

Submitting Department: Parks & Recreation

Meeting Date: April 7, 2026

Subject

Consideration of Statues and Monuments Policy

Recommendation:

Discussion and Approval

item Summary:

ATTACHMENTS:

- [Statues and Monuments Policy April 7, 2026.pdf](#)
- [Statues and Monuments Policy Option 2 - April 7, 2026.pdf](#)
- [Summary Sheet - Statues and Monuments Policy April 7, 2026.pdf](#)
- [Resolution Adopting Statues & Monuments Policy April 2026.pdf](#)

	Policy Subject: Statues and Monuments on Town Property	
	Effective Date: 4-7-26	
	Prepared by: Ruben Wall, Director Parks, Recreation and Cultural Resources	
	Reviewed By: _____ Nathan McKinney, Town Attorney	
	Approved By: _____ Kip Padgett, Town Manager	

Sections:

- I. Purpose
- II. Scope
- III. Guiding Principle
- IV. Eligibility to Submit Proposals
- V. Proposal Requirements
- VI. Review Process
- VII. Funding and Ownership
- VIII. Maintenance and Liability
- IX. Removal or Relocation
- X. No Guarantee of Permanence
- XI. Severability
- XII. Modification

I. Purpose

The purpose of this policy is to establish a fair, transparent, and consistent process for the review, approval, placement, maintenance, and potential removal of statues, monuments, memorials, and similar permanent displays on property owned by the Town of Wake Forest. This policy is intended to ensure that such installations serve a legitimate public purpose and reflect community values while protecting public resources.

II. Scope

This policy applies to all permanent or semi-permanent statues, monuments, memorials, plaques, or commemorative structures proposed for installation on Town-owned land, including parks, buildings, rights-of-way, and other public spaces.

Temporary art installations or displays governed by separate policies are excluded unless otherwise stated. Commercial advertising or purely private commemorations are not permitted on Town property.

III. Guiding Principles

All monuments on Town property shall:

- Serve a clear public, historical, cultural, educational, or civic purpose
- Be appropriate in scale, design, and location
- Avoid promotion of discrimination, violence, or hatred toward any group
- Be consistent with applicable laws, ordinances, and land-use regulations
- Have no political or religious affiliation
- Consider long-term maintenance, safety, and fiscal impact

IV. Eligibility to Submit Proposals

Proposals may be submitted by:

- The Board of Commissioners
- Town departments
- Advisory boards
- Nonprofit organizations
- Community groups
- Residents or resident-led committees

V. Proposal Requirements

All proposals must include:

1. A written description of the statue or monument, including purpose and significance
2. Historical or cultural justification, where applicable
3. Concept drawings or design renderings
4. Proposed location and site plan
5. Materials, dimensions, and estimated lifespan
6. Installation plan and timeline
7. Funding source(s), including confirmation that no Town funds will be used unless expressly approved

8. A maintenance and repair plan, including responsible party
9. Proposed language for any inscriptions or plaques

Incomplete proposals will not be reviewed.

VI. Review Process

1. Proposals shall be submitted to the Town Clerks Office or designated department
2. Staff review will assess legal compliance, site suitability, safety, and maintenance impact
3. Proposals may be referred to advisory boards (e.g., Historic Commission, Parks Board, Arts Commission) for recommendation
4. The Town Manager or designee shall review all proposals
5. A public comment period shall be provided prior to final approval
6. The Town reserves the right to conduct a background check on all proposed applicants
7. Final approval must be granted by the Board of Commissioners

Approval may include conditions related to design, location, or maintenance.

VII. Funding and Ownership

Unless explicitly approved otherwise:

- All costs associated with design, fabrication, installation, insurance, and maintenance shall be borne by the applicant
- Upon installation, monuments shall become the property of the Town
- The Town assumes no obligation to replace or restore damaged monuments beyond agreed terms

VIII. Maintenance and Liability

The Town may require:

- A maintenance agreement
- Proof of insurance
- An endowment or escrow fund for long-term care

Failure to maintain the monument may result in corrective action or removal.

IX. Removal or Relocation

The Town reserves the right to remove, relocate, or alter any monument if:

- It poses a safety risk
- It deteriorates beyond reasonable repair
- Site conditions change
- Legal requirements change
- The monument no longer aligns with community standards or public purpose

Removal decisions shall follow a public review process whenever practicable.

X. No Guarantee of Permanence

Approval of a statue or monument does not guarantee permanent placement. All monuments on Town property are subject to future review under this policy.

XI. Severability

If any provision of this policy is found invalid or unenforceable, the remaining provisions shall remain in full force and effect.

XII. Modification

This Policy may be amended, modified, or repealed only by action of the Board of Commissioners. No officer, employee, department, or advisory board of the Town shall have authority to waive, alter, or deviate from the requirements of this Policy except as expressly authorized by the Board of Commissioners. Any proposed changes to this Policy shall be presented to the Board for consideration at a duly noticed public meeting. The Town Manager (or designee) may create, implement, and modify administrative procedures or guidelines necessary to the faithful application of this Policy, provided such procedures or guidelines are consistent with and do not conflict with this Policy.

	Policy Subject: Statues and Monuments Policy	
	Effective Date: 4-7-26	
	Prepared by: Ruben Wall, Director Parks, Recreation and Cultural Resources	
	Reviewed By: _____ Nathan McKinney, Town Attorney	
	Approved By: _____ Kip Padgett, Town Manager	

Proposals and request for the placement of monuments, memorials, statues, and other such commemorations fall squarely within the Town’s authority to decide upon and regulate its own “government speech.” This Policy represents and articulates Town policy regarding such commemorations.

No monument, memorial, statue, or other commemoration shall be placed upon Town property. This policy does not apply to the following:

1. Displays and other commemorations that are within the purview of the Historic Preservation Commission.
2. Memorials and monuments permitted by Section 10 of the Wake Forest Code of Ordinances or other rights granted by applicable burial and cemetery law.
3. Statues, monuments, or artistic displays of any kind that are acquired, approved, or otherwise displayed pursuant to the Town of Wake Forest Public Art Plan and/or the Town of Wake Forest Public Art Commission.
4. Displays permitted according to the Town’s Sponsorship and Naming Policy.

Consideration of Statues and Monuments Policy

Summary

Agenda Item: Consideration of Statues and Monuments Policy

Summary: The proposed Statues and Monuments Policy establishes a formal framework for erecting Statues, Monuments, Memorials and other structures, on property owned by the Town.

The policy outlines:

- **Guiding Principles**
- **Eligibility to Submit Proposals**
- **Proposals Requirements**
- **Review Process**
- **Funding and Ownership**
- **Maintenance and Liability**
- **Removal or Relocations**
- **Modification**

The intent of this policy is to have established guidelines for such opportunities while maintaining transparency, fairness, and community values. By clearly defining expectations and guardrails, the Town can continue to preserve the character, dignity, and public purpose of Town owned property.

Staff recommends consideration and adoption of the Statues and Monuments Policy.

Attachment:

- Resolution 2026-XX
- Statues and Monuments Policy

RESOLUTION 2026-x

A RESOLUTION ADOPTING A STATUES AND MONUMENTS POLICY

WHEREAS, the Town of Wake Forest recognizes that statues, monuments, memorials, and similar structures placed on Town-owned property constitute long-term uses of public land and resources; and

WHEREAS, the Town desires to ensure that any such installations serve a legitimate public purpose, are reviewed through a transparent and consistent process, and reflect appropriate stewardship of public spaces; and

WHEREAS, the Town further recognizes the importance of establishing clear standards regarding proposal review, approval, maintenance, and potential removal of monuments on Town property; and

WHEREAS, Town staff has reviewed and considered a Policy on Erecting Statues and Monuments on Town Property, attached hereto as **Exhibit A**;

BE IT RESOLVED the Board of Commissioners of the Town of Wake Forest, approves the following:

1. Adoption of Policy

The *Policy on Erecting Statues and Monuments on Town Property*, attached as Exhibit A and incorporated herein by reference, is hereby adopted and shall take effect immediately upon passage of this resolution.

2. Applicability

The policy shall apply to all proposals for permanent or semi-permanent statues, monuments, memorials, plaques, or commemorative structures on Town-owned property, regardless of funding source.

3. Administration

The Town Manager, or designee, is authorized to administer the policy, receive proposals, coordinate reviews, and present recommendations to the Board of Commissioners in accordance with the policy.

4. Board of Commissioners Authority Reserved

Nothing in the policy shall be construed to limit the Board or Commissioners

legislative authority over Town property or to create any vested right in the approval or permanence of any monument.

5. **Severability**

If any portion of this resolution or the adopted policy is held invalid by a court of competent jurisdiction, such invalidity shall not affect the remaining provisions, which shall continue in full force and effect.

Duly Adopted this 7th day of April 2026.

ATTEST:

Ben Clapsaddle
Mayor

Evelyn Wright
Town Clerk



BOARD OF COMMISSIONERS WORK SESSION AGENDA ITEM REPORT

Agenda Item No.: 2026-838-

Submitted by: Ruben Wall, Parks & Recreation

Submitting Department: Parks & Recreation

Meeting Date: April 7, 2026

Subject

Consideration of Sponsorship and Facility Naming Rights Policy

Recommendation:

Discussion and Approval

item Summary:

ATTACHMENTS:

- [Sponsorship and Naming Rights Policy April 7, 2026.pdf](#)
- [Summary Sheet - Sponsorship and Facility Naming Rights Policy April 7, 2026.pdf](#)
- [Resolution - Sponsorship and Facility Naming Rights Policy April 7, 2026.pdf](#)

	Policy Subject: Sponsorship and Facility Naming Rights Policy	
	Effective Date: 4-7-26	
	Prepared by: Ruben Wall, Director Parks, Recreation and Cultural Resources	
	Reviewed By: _____ Nathan McKinney, Town Attorney	
	Approved By: _____ Kip Padgett, Town Manager	

PREAMBLE - PURPOSE AND GENERAL PROVISIONS

The Town of Wake Forest seeks to manage the use of its properties, facilities, events, activities, programs, and services (collectively, “Town facilities and services”) in a manner that advances the Town’s mission, preserves the noncommercial character of public assets, and maintains the public’s trust in the Town’s fairness, impartiality, and integrity. Sponsorships and naming rights can provide valuable financial and in-kind support, but may also create a perception of affiliation or endorsement that can affect public confidence in the Town’s ability to govern equitably, efficiently, effectively, and according to its lawfully defined duties.

The Town of Wake Forest Communications Department, working with Town Management and other Town departments as necessary, is responsible for coordinating and administering sponsorship and naming rights opportunities consistent with this Sponsorship & Naming Rights Policy, including this Preamble and the following Sections 1 and 2 (hereinafter “Policy” unless otherwise specified). Final decision-making authority is allocated among the Board of Commissioners (the “Board”), the Town Manager, and Department Directors as set forth herein. All decisions regarding sponsorships and naming rights shall be made through an open, fair, and transparent process that promotes public confidence, protects Town assets, and ensures compliance with this Policy and applicable law.

The Town therefore exercises sole discretion over all sponsorships and naming rights associated with Town facilities and services and retains editorial control over the content, placement, and appearance of any recognition messages, signage, or other public acknowledgements. No sponsorship or naming right will be approved if it would conflict with local, state, or federal law or with Town ordinances, policies, positions, or resolutions. No sponsorship or naming right will be approved if it would reasonably be expected to compromise or damage the Town’s mission, image, values, aesthetic interests, or public trust. The Town may make distinctions among potential sponsors or honorees based on any lawfully permitted criteria, but not on any lawfully prohibited basis.

This Policy shall be reviewed as needed and, if necessary, modified to reflect changes in law, organizational strategy, Board direction, or best practices. This Policy becomes effective upon approval by the Board of Commissioners and supersedes any prior Town sponsorship or naming guidelines.



All sponsorships and naming rights are subject to written agreements and to all applicable Town ordinances, resolutions, and administrative policies in effect at the time of approval and throughout the term of the relationship. The establishment of a sponsorship or naming rights policy does not constitute, and shall not be represented as, an endorsement by the Town of the sponsor, honoree, or any of their products, services, or views.

This Policy may be amended, modified, or repealed only by action of the Board of Commissioners. No officer, employee, department, or advisory board of the Town shall have authority to waive, alter, or deviate from the requirements of this Policy except as expressly authorized by the Board of Commissioners. Any proposed changes to this Policy shall be presented to the Board for consideration at a duly noticed public meeting. The Town Manager (or designee) may create, implement, and modify administrative procedures or guidelines necessary to the faithful application of this Policy, provided such procedures or guidelines are consistent with and do not conflict with this Policy.

To avoid any appearance of a conflict of interest or that an agreement is entered into in order to influence the handling or outcome of legal disputes or enforcement matters, the Town of Wake Forest may, in its discretion with advice of legal counsel, decline to enter into any sponsorship or naming rights agreement with a party that is then involved in any legal disputes, litigation, or an administrative enforcement action with the Town or any of its departments.

SECTION 1 – SPONSORSHIP

This Section 1 (Sponsorship Policy) shall be implemented in accordance with the Preamble to this Policy. Under this Section, the Town may enter into sponsorship arrangements that provide monetary or in kind support and that are linked to specific Town facilities and services. Sponsorships may include recognition messages, branding, and, in limited cases, naming rights, as further described in this Section and in Section 2. **Sponsorships in existence at the time this Policy becomes effective will be “grandfathered in” and remain under their current terms until their current terms expire.**

This Section 1 establishes standards and procedures for the solicitation, evaluation, approval, and administration of sponsorships, including sponsorship-based naming rights, in order to protect Town assets, ensure consistency with Town policies, and promote an open and fair process for sponsorship opportunities.

In addition to the purposes described in the Preamble, this Section 1 is also designed to:

1. Ensure an open and fair public process for soliciting and considering sponsorship opportunities.
2. Provide the Town of Wake Forest with full and final decision-making authority on all sponsorship opportunities, thereby ensuring compliance with this Policy as well as protecting the Town’s integrity and the integrity of its facilities and services.
3. Allow eligible outside entities interested in sponsorship opportunities (“potential sponsors”) to easily view and understand the various sponsorship opportunities available.
4. Inform potential sponsors, Town staff, and the public of the procedures for sponsorship and sponsorship-based naming rights.

For any sponsorship that includes naming rights, the provisions of Section 2 (Naming and Naming Rights) also apply with respect to the selection, approval, and revocation of the name itself.

Definition of Sponsorship

“Sponsorship” is financial or in-kind support from an outside person or entity, including other governmental or quasi-governmental organizations (collectively, “outside entities”), to associate that outside entity’s name, logo, products, or services with a Town facility or service. Sponsorship is a business relationship in which the Town



and the outside entity exchange goods, services, and/or financial remuneration for the public display of an agreed-upon sponsorship recognition message.

Authority Levels to Solicit and Approve Sponsorships

The Town of Wake Forest possesses sole and final decision-making authority for determining the appropriateness of any sponsorship. Unless a sponsorship opportunity requires Board of Commissioners approval under this Policy, the Town shall act through the Town Manager or designee(s). The Town reserves the right to refuse any offer of sponsorship. All offers of sponsorship will be reviewed in accordance with this Policy.

The Town of Wake Forest Communications Department is responsible for the solicitation and day-to-day management of all sponsorships and advertising for the Town. The Communications Department will work with other departments to determine which facilities and services are suitable for sponsorship and to ensure that proposed sponsorships comply with this Policy.

The Town shall maintain internal procedures by which sponsorships are sought, considered, and approved. The Communications Department is responsible for coordinating and managing all formal sponsorship solicitations and agreements on behalf of the Town. Department Directors and other authorized staff may engage in general discussion with community members, businesses, or organizations where potential sponsorship opportunities arise; however, all commitments, formal requests, or agreements shall be made in coordination with the Communications Department. Departments who receive inquiries or identify potential sponsorship leads shall promptly notify the Communications Department to ensure alignment with Town policy and priorities and to avoid duplication of efforts. The Communications Department shall evaluate potential sponsorship opportunities based on factors such as event structure and popularity, mutual benefit to sponsors and the Town, concurrent sponsorship demands, available staffing capacity, and compliance with this policy. When sponsorship solicitation is appropriate, the Communications Department will collaborate with relevant department staff to develop and implement a sponsorship plan.

Levels of Sponsorship. The following LEVELS apply on a “per-sponsorship” basis (one sponsor, one sponsorship arrangement).

- **LEVEL 1 – Board of Commissioners Approval Required**

Offers of sponsorship that are projected to generate \$1,000,000 or more, or that involve naming rights for any Town facility, shall require the approval of the Board of Commissioners. All official naming or renaming of Town facilities associated with such sponsorships shall also be approved by the Board by resolution under Section 2.

- **LEVEL 2 – Town Manager Approval and Recommendation Authority**

Offers of sponsorship that are projected to generate less than \$1,000,000 may be approved by the Town Manager or designee (“Manager”). The Manager may negotiate and recommend sponsorships that include naming rights for designated portions of Town facilities, such as naming rights for a specific athletic field or a specific room within a Town facility, provided such naming rights meet the requirements of this Policy. All Sponsorship Agreements within this Level 2 shall be approved and executed by the Manager or designee. However, any sponsorship that includes naming rights is subject to final Board approval of the name itself by resolution under Section 2. The Manager may also refer any proposed sponsorship to the Board of Commissioners for approval.

- **LEVEL 3 – Department Director / Departmental Staff Approval**

A department director may approve offers of sponsorship and execute Sponsorship Agreements for



sponsorships that are within the director's budgetary authority and are projected to generate less than \$30,000 per year, and may delegate this authority to an appropriate staff member. All such approvals shall be made in consultation with the department director and that director's Assistant Town Manager. Sponsorships approved under this Level 3 shall not include the granting of naming rights; any sponsorship that contemplates naming rights must follow the procedures and approval requirements in Levels 1 or 2 and in Section 2.

Note: Naming rights may also be permitted to an individual, group, organization, business, or corporation that contributes significantly to the acquisition or development of an individual program or facility. Such requests will be considered on a case-by-case basis and must comply with Section 2.

Public Access to Sponsorship Opportunities

Public access to information about sponsorship opportunities is important: 1) to ensure an open and fair process, 2) to reduce the risk of disputes when certain sponsorships include category-exclusive benefits, and 3) to market available sponsorship opportunities in an open and efficient manner that allows both the potential sponsor and the Town to negotiate efficiently.

The Marketing & Business Relations Manager and the Marketing & Business Relations Associate will offer sponsorship opportunities to the public through the annual Advertising and Sponsorship Packet. Sponsors who have been a sponsor with the Town within the past year will have the first opportunity to sign up. Throughout the year, businesses are welcome to contact the Marketing & Business Relations Manager and/or Marketing & Business Relations Associate, or submit the Sponsorship Interest Form located on the Town's website, to ensure they receive information about available opportunities.

Criteria for Review of Sponsors and Offers of Sponsorship

Although the Town does not endorse any sponsor or its services or products, sponsorships do imply some affiliation between the Town and the sponsor. Consistent with the Preamble, no potential sponsor and no offer of sponsorship will be approved that the Town determines would compromise the public trust, conflict with the Town's mission, image, or values, or otherwise adversely affect the Town's ability to act in the public's interest. Further, any sponsorship involving potential signage (including but not limited to fence wrap, exterior walls, scoreboards, etc.) that implicates Town Planning standards and policies must be reviewed by Planning for compliance. In addition to enforcing Planning Department requirements, the Town expressly reserves the right and discretion to exercise full editorial control over the placement, content, appearance, and wording of all sponsorship recognition messages and may make distinctions among potential sponsors based on lawfully permitted criteria only. Sponsorships and outside entities that the Town deems to be unsuitable for the specific audience or contrary to community standards of appropriateness for the facility or service are prohibited, including but not limited to the following subject matters:

1. Tobacco products.
2. Hemp/CBD products.
3. Political and Policy issues, candidates, and campaigns.
4. Profanity, obscenity, and hate speech.
5. Sexually oriented products, activities, or materials.
6. Depiction in any form of illegal products, activities, or materials.
7. Any message that may adversely impact the mission, image, values, and goals of the Town of Wake Forest, as determined by the Town.

Every sponsorship offer shall also be evaluated by taking into consideration the characteristics of the average attendee of each facility or service proposed for sponsorship and the mission, values, and image of the Town. Additional criteria to be considered in evaluating a sponsorship offer include the following:



1. The extent and prominence of the sponsorship recognition message.
2. The aesthetic characteristics of the sponsorship recognition message.
3. The importance of the sponsorship to the mission, values, and image of the Town.
4. The level of support proposed to be provided by the sponsor.
5. The cooperation necessary and degree of support from other Town departments to implement the sponsorship.
6. The value of the resources provided to the Town in fulfilling its overall mission.
7. Other factors that might affect or undermine the public trust or public confidence in the Town's impartiality or interfere with the efficient delivery of Town services or operations, including but not limited to the existence of, or potential for, conflicts of interest between the sponsor and Town officers, employees, or Town affiliates; the potential for the sponsorship to tarnish the Town's reputation or standing among its citizens; or the potential to otherwise impair the Town's ability to govern or distract the Town and its officers and employees from its mission

Potentially Acceptable Recognition Message Formats

Generally used forms of branding and advertising, including but not limited to those set forth below, are generally consistent with this Policy:

- Park and building naming rights, in accordance with this Policy and Section 2 and as approved by the Board of Commissioners.
- Field and portions-of-building naming rights, in accordance with this Policy and Section 2.
- Signage, including fencing fabric and/or fence signage and certain interior and exterior walls.
- Scoreboards.
- Public-address audio and visual messages.
- Inclusion on printed and digital Town materials.
- Inclusion on Town-maintained facility webpages.
- Inclusion on bulletin boards.
- Inclusion on information kiosks.
- Inclusion on pavers or other similar permanent fixtures.
- Inclusion on Town social media platforms.
- Inclusion on Town roadside banners.
- Inclusion on event print signage.
- Inclusion in or on a facility or structure, marketing and promotional materials, items, and messages (including electronic messages, emerging media, and other forms of communication that may arise in the future), as approved on a case-by-case basis.

Permissible Recognition Messages

Sponsorship recognition messages may identify the sponsor or product, including use of sponsor or product logos and marks, but should not explicitly endorse the sponsor or its products or services. Other proposed forms of sponsorship recognition messages, signage, audio messages, and visible advertising will be considered on a case-by-case basis, consistent with this Policy.

Other Potentially Acceptable Sponsor Opportunities

Potential sponsor opportunities that are more interactive than the recognition messages described above may also be permissible for certain facilities or services under this Policy, including but not limited to:



- Give-away items, coupons, or other sponsor-related marketing materials.
- Event booth space.
- Contests, drawings, or other activities that request a response from attendees.

Sponsorship Agreement

Upon approval of an offer of sponsorship, the sponsor and the Town shall enter into a written Sponsorship Agreement on a form approved by the Town, and certain events or naming rights opportunities may also require additional forms or documentation. Sponsorship agreements are established for varying terms and are negotiated on a case-by-case basis or pursuant to Town programming. Key provisions such as agreement duration, financial commitments, and other material terms are subject to individual negotiation and may differ from one sponsorship agreement to the next. The Marketing & Business Relations Manager or the Marketing & Business Relations Associate will provide each sponsor with all forms needed for their respective sponsorships.

The Town will not make any statements that directly or indirectly advocate or endorse a sponsor, its products, or its services.

Sponsors are encouraged to use promotional materials provided or approved by the Town to promote their sponsorship of Town events or facilities. No other materials or communications, including but not limited to print, video, internet, broadcast, or display items using the Town's name, marks, or logo, may be used without prior Town approval. A sponsor shall not distort the Town logo in any way, change the colors of the logo, add color treatments, or add graphics or other elements to the logo, including stretching or condensing its shapes or text.

Termination (Sponsorships). Consistent with the Preamble, the Town of Wake Forest reserves the right to terminate its relationship with an individual or organization if, during the life of the agreement, conditions arise that result in the sponsorship conflicting with this Policy or if continuation of the sponsorship is no longer in the best interest of the Town. If the sponsorship includes naming rights, termination or modification of the associated name shall follow Section 2.

Appeal Process. Offers of sponsorship denied by the Marketing & Business Relations Manager or other staff may be appealed to the Communications & Public Affairs Director, whose decision shall be final within the administrative process of the Town.

SECTION 2 – NAMING AND NAMING RIGHTS

Purpose

This Section 2 (Naming and Naming Rights Policy) shall be implemented in accordance with the Preamble to this Policy. Its purpose is to establish a uniform procedure for the official naming or renaming of Town property so that public amenities are easily identified and located and are given names that are appropriate, clear, and consistent with the Town's character and the communities it serves.

Scope

This Section applies to all physical facilities, spaces, and significant assets under the authority of the Town of Wake Forest, including but not limited to buildings, rooms, fields, arenas, auditoriums, laboratories, plazas, parks, park facilities, open spaces, trails, and other prominent areas. It applies both to honorary naming (without consideration) and to naming rights associated with financial or in-kind contributions, including sponsorship-based naming rights. When a proposed name is part of a sponsorship arrangement, the sponsorship aspects of the relationship shall be governed by Section 1, and the naming itself shall be governed by this Section 2.

Policy

It is the Policy of the Town of Wake Forest to name newly acquired, developed, or unnamed public facilities, parks, open spaces, trails, park facilities, and recreation areas, and to rename existing such facilities, based upon



the procedures set forth in this Section. A new or existing park facility, trail, or recreation area within a park or other Town property (for example, a playground, plaza, picnic shelter, building, or ball field) may be named separately from the park or larger property, subject to the same criteria and procedures.

Guiding Principles

In applying the Preamble to naming and naming rights decisions, the Town shall be guided by the following principles:

- Alignment with the Town’s mission, vision, and values.
- Preservation of the Town’s reputation and the public trust.
- Transparency and fairness in evaluation and approval processes.
- Compliance with all applicable laws, regulations, and ethical standards.
- Long-term sustainability and sound financial stewardship.

Eligibility for Naming Rights

Naming rights may be granted to:

- Individuals (living or deceased).
- Families.
- Corporations and businesses (the use of entity logos may or may not be permitted based upon application of this Policy and Board Approval).
- Foundations and nonprofit organizations.

(Unless otherwise stated, any reference hereinafter to “proposed honoree” includes any or all of the above.)

All proposed names must undergo due diligence to ensure that the proposed honoree:

- Has a positive public reputation and ethical standing.
- Does not present conflicts of interest.
- Is located in the Town of Wake Forest or otherwise has sufficient connection and affiliation with the Town.
- Is not associated with activities that, if the name were utilized, could reasonably harm the Town’s reputation (including the subject matters listed in the “Criteria for Review of Sponsors and Offers of Sponsorship” in the sponsorship section above) or be interpreted as advocating, condoning, or supporting religious, political, or other activities considered unlawful or beyond the scope of Town involvement. Political parties and religion-affiliated naming rights will not be permitted on Town property (except as a permitted sponsorship pursuant to Section 1 above).

Upon receipt of a Naming Application for a proposed honoree, the Town reserves the right to conduct a background check on the proposed honoree, regardless of entity type and including individuals (living or deceased), families, corporations or businesses, foundations, or nonprofit organizations.

This due diligence and background analysis apply to any and all activities and associations of the proposed honoree, whether past or present. By submitting an application, the applicant consents to the Town’s background check and any investigation necessary to its due diligence.

If a proposed honoree is denied, no naming rights application for that same honoree may be submitted or approved for a minimum of five years following the date of denial.

Naming/Renaming Procedure

Names may be nominated by:

1. The Board of Commissioners.
2. The Town Manager or Assistant Town Manager(s).
3. A Town department director.



4. A Town advisory board.
5. Individuals who are Wake Forest residents or organizations located in Wake Forest.
6. A donor requesting specific recognition as part of offering a gift to the Town.

Consideration of naming a Town-owned facility shall be initiated by completion of the Naming Application and submittal of the application to the Town Communications Department, the Town Manager's Office, the Town Clerk's Office, or a director of a Town department.

- Town staff will review the Naming Application and supporting documentation. The application may be shared and discussed with any applicable advisory board (for example, the Parks & Recreation Advisory Board for applications related to Parks & Recreation property and operations) for review and recommendation if deemed necessary.
- Once reviewed by the advisory board (if applicable) and department staff, the Town Manager or designee will review and provide final administrative input before authorizing the application to be placed on a Board of Commissioners meeting agenda for consideration.
- The application and supporting documentation will be placed on the Board of Commissioners' work session or regular meeting agenda. The Board of Commissioners shall make the final decision at a public meeting by adoption of a resolution approving or denying the proposed name. The Board may, in its discretion, seek public input regarding the nomination and proposed naming.
- Following approval of a name by the Board of Commissioners, the Town Manager shall be responsible for implementation with the Councils guidance, under the confines of existing rules and regulations. Any naming application involving potential signage (including but not limited to fence wrap, exterior walls, etc.) that implicates Town Planning standards and policies must be reviewed by Planning in order to ensure full compliance with Planning Department requirements.

For sponsorship-based naming rights, negotiation of sponsorship terms may be conducted by the Town Manager or designee under Section 1; however, the Board of Commissioners retains authority to approve the name itself by resolution under this Section 2.

Forms of Naming Rights

Naming rights may be granted in one or more of the following forms:

- Honorary naming (recognition without financial consideration).
- Donor-based naming (in recognition of a financial or in-kind contribution, including sponsorships).

Revocation, Modification and Termination of Naming Rights

The Town reserves the right to revoke or modify naming rights for non-compliance with this or any other Town Policy. The Town also reserves the right to revoke or modify naming rights if:

- The named individual or entity engages in conduct that materially harms the Town's reputation, or evidence of such conduct predating the naming is discovered.
- Financial commitments associated with the naming are not fulfilled.
- Legal or regulatory requirements necessitate termination or modification.

Termination, revocation, and modification decisions require Board of Commissioners approval and shall follow a documented review process. The Board may grant the Town Manager limited authority to temporarily suspend, revoke, or modify naming rights between Board meetings based on the conditions listed above or other non-compliance with this or other Town Policy, subject to subsequent Board ratification.

Financial Consequences

- If a naming right is revoked or modified due to non-compliance with this Policy or other Town Policy, there shall be no refund or reduction of any financial commitment.
- The Town of Wake Forest reserves the right to terminate naming rights where continuation of the relationship no longer reflects the implementation factors considered when the naming was granted, even



if no noncompliance has occurred. If such termination is made by the Town for reasons other than noncompliance within the first year of naming, the named honoree shall receive a refund proportionate to the time remaining in the first year of the agreed upon naming term.

Appeal Process. Naming rights denied by the Department Directors or other staff may be appealed to the Town Manager. An applicant whose application is denied by the Town Manager may appeal to the Board by providing written notice to the Town Manager and the Town Attorney within ten (10) days of the denial. Upon receipt of a written appeal, the Town clerk shall add the appeal to a Board of Commissioners' Agenda so the appeal can be heard by the Board within 60 days of the clerk's receipt of the written appeal.



Consideration of Sponsorship and Facility Naming Rights Policy

Summary

Agenda Item: Consideration of Sponsorship and Facility Naming Rights Policy

Summary: The proposed Sponsorship and Facility Naming Rights Policy establishes a formal framework for securing sponsors and naming for Town-owned facilities, parks, programs, and amenities. The policy is intended to create new revenue opportunities and partnerships that offset capital and operational costs while maintaining transparency, fairness, and community values.

The policy outlines:

- **Authority Levels to Solicit and Approve**
- **Criteria for Review**
- **Permissible Recognition Messages**
- **Eligibility for Naming Rights**
- **Naming/Renaming Procedures**
- **Termination and revocation provisions**
- **Financial Consequences**

The intent of this policy is to balance fiscal responsibility with stewardship of public assets. By clearly defining expectations and guardrails, the Town can pursue partnership opportunities while preserving the character, dignity, and public purpose of its facilities.

Staff recommends consideration and adoption of the Sponsorship and Facility Naming Rights Policy.

Attachment:

- Resolution 2026-XX
- Sponsorship and Facility Naming Rights Policy

RESOLUTION 2026-x

A RESOLUTION ADOPTING SPONSORSHIP AND FACILITY NAMING RIGHTS POLICY

WHEREAS, the Town of Wake Forest recognizes the importance of establishing clear, consistent, and transparent standards for naming facilities owned, leased, or operated by the Town; and

WHEREAS, the naming of public facilities carries long-term legal, financial, historical, and reputational implications; and

WHEREAS, a formal Sponsorship and Facility Naming Rights Policy promotes fairness, accountability, and alignment with the Town's mission and values; and

WHEREAS, the Town desires to ensure that all current and future sponsorship and facility naming decisions are made pursuant to an adopted policy and approved through an established public process.

BE IT RESOLVED the Board of Commissioners of the Town of Wake Forest, approves of the following:

1. The Sponsorship and Facility Naming Rights Policy, attached hereto and incorporated by reference, is hereby adopted and approved.
2. All naming, renaming, sponsorship, or honorary recognition of facilities under the Town's authority shall be governed by the Sponsorship and Facility Naming Rights Policy.
3. The Board of Commissioner retains final authority over all sponsorship and facility naming rights decisions and may lawfully delegate said authority.
1. The Town Manager is hereby authorized and directed to implement the Sponsorship and Facility Naming Rights Policy and to develop any procedures, forms, or agreements necessary for its administration.
2. Any prior policies, resolutions, or practices inconsistent with this Resolution are hereby repealed or superseded to the extent of such inconsistency.
3. This Resolution shall take effect immediately upon adoption.

Duly Adopted this 7th day of April 2026.

ATTEST:

Evelyn Wright
Town Clerk

Ben Clapsaddle
Mayor



BOARD OF COMMISSIONERS WORK SESSION AGENDA ITEM REPORT

Agenda Item No.: 2026-839-

Submitted by: Ruben Wall, Parks & Recreation

Submitting Department: Parks & Recreation

Meeting Date: April 7, 2026

Subject

Consideration to Change Taylor Street Park Name

Recommendation:

Discussion and Approval

item Summary:

ATTACHMENTS:

- [Summary Sheet - Taylor Street Park Name Change.pdf](#)
- [Resolution - Taylor Street Park Name Change.pdf](#)

Consideration to Change the Name of Taylor Street Park to Joey McMrea Wiggins Park

Summary

Agenda Item: Consideration to Change the Name of Taylor Street Park to Joey McMrea Wiggins Park

Summary: Request to change the name of Taylor Street Park in honor of Officer Joey McMrea Wiggins. The Wake Forest Police Department was instrumental in raising funds through hosting an annual golf tournament for many years. As a contribution to the community and to honor Officer Joey McMrea Wiggins who served with the Wake Forest Police from January 3, 2001, until his passing on August 2, 2006. The Wake Forest Police Department has committed a portion of the proceeds to the renovation of the existing park/playground.

Upon completion, the new park/playground will feature:

- Ramped playground structures that offer ease of access for people of all mobility ranges
- Climbers, ladders, sensory experiences, play panels rocker, swings, slides, and balance challenges
- Seating and shaded areas

Staff recommends consideration to change the name of the existing Taylor Street Park to the Joey McMrea Wiggins Park.

Attachment:

- Resolution 2026-XX

RESOLUTION 2026-x

A RESOLUTION TO RENAME TAYLOR STREET PARK TO JOEY McMREA WIGGINS PARK

WHEREAS, the park currently located at 416 N. Taylor St. in Wake Forst, NC is known as Taylor Street Park is a valued public space within the community; and

WHEREAS, the Board of Commissioners and the Community recognizes the importance of park names in reflecting the community's values, history, and identity; and

WHEREAS, it has been proposed that Taylor Street Park name be changed to the Joey McMrea Wiggins Park in order to honor his service with the Wake Forest Police Department; and

WHEREAS, the Wake Forest Police Department and the family of Officer Wiggins provided valuable input during this process; and

WHEREAS, the Parks, Recreation and Cultural Resources Department has reviewed the recommendation and does approve of the name change;

BE IT RESOLVED the Board of Commissioners of the Town of Wake Forest, approves of the following:

1. That the park currently known as Taylor Street Park shall be officially renamed Joey McMrea Wiggins Park
2. That all official records, maps, signage, and references shall be updated to reflect the new name.
3. That the appropriate departments are authorized and directed to implement this change in accordance with Town policies.
4. That this resolution shall take effect immediately upon adoption.

Duly Adopted this 7th day of April 2026.

ATTEST:

Evelyn Wright
Town Clerk

Ben Clapsaddle
Mayor



BOARD OF COMMISSIONERS WORK SESSION AGENDA ITEM REPORT

Agenda Item No.: 2025-834-

Submitted by: Aileen J. Staples, Administration

Submitting Department: Administration

Meeting Date: April 7, 2026

Subject

Discussion of February Monthly Financial Summaries

Recommendation:

item Summary:

ATTACHMENTS:

- [Monthly Financial Report_summary.pdf](#)
- [February 28, 2026 Financial Summaries.pdf](#)

Agenda Item: Monthly Financial Report

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

Attachments: Financial summaries

Town of Wake Forest

February 28, 2026

OVERALL HIGHLIGHTS:

- General Fund total year-to-date revenues are at 71.57% of annual budgeted amounts.
- Current year ad valorem taxes are ahead of prior YTD by \$1.3 million.
- *Net increase YTD (increase in fund balance) is \$10.3 million.*
- Guidelines for spending is 67% across town departments.
- Purchase for resale – power for February (\$1,219,922) is paid in March and not reflected in the attached.
 - Rate adjustment went into effect September 1 – 3% increase in residential energy charge.
 - Cash position has significantly improved compared to prior year – repayment to General Fund (internal loan) will begin this fiscal year.
- American Rescue Plan Act (ARPA) is a “life to date” (LTD) fund and everything reported is cumulative from the beginning – July 2021.
 - Second deadline – all funds must be spent by December 31, 2026.
 - Ladder truck (\$1,654,000) for Fire Department is due to arrive within next few months

GENERAL FUND
February 28, 2026

Monthly Target Percentage

66.67%

Department	Amended Budget	YTD Actual	Encumbrances	Remaining Budget (including encumbrances)	% Budget Used (includes encumbrances)	PY YTD Actuals
REVENUES						
Ad Valorem Taxes	\$ 51,065,310	\$ 49,237,879	-	\$ 1,827,431	96.42%	\$ 48,097,265
Other Taxes	72,500	48,950	-	23,550	67.52%	42,244
Unrestricted Intergovernmental	20,816,945	9,117,266	-	11,699,679	43.80%	8,382,652
Restricted Governmental	3,403,535	2,328,094	-	1,075,441	68.40%	2,000,423
Permits and Fees	2,675,000	1,669,971	-	1,005,029	62.43%	1,755,682
Other Revenue	3,234,635	1,967,944	-	1,266,691	60.84%	1,199,589
Sales and Services	5,973,535	3,173,966	-	2,799,569	53.13%	2,871,128
Investment Earnings	985,500	602,051	-	383,449	61.09%	822,359
Other Financing Sources	7,489,209	359,639	-	7,129,570	4.80%	1,418,019
General Fund Total	\$ 95,716,169	68,505,760	-	27,210,409	71.57%	\$ 66,589,361

Department	Amended Budget	YTD Actual	Encumbrances	Remaining Budget (including encumbrances)	% Budget Used (includes encumbrances)	PY YTD Actuals
EXPENDITURES						
410 Board of Commissioners	\$ 409,250	\$ 211,892	\$ -	\$ 197,358	51.78%	\$ 258,867
412 Legal Services	494,130	322,953	-	171,177	65.36%	172,036
420 Town Manager's Office	1,069,335	654,406	48,600	366,329	65.74%	636,776
421 Town Clerk	299,600	172,679	-	126,921	57.64%	158,998
422 Organizational Performance	745,350	408,554	5,000	331,796	55.48%	365,434
423 Budget Management	507,600	328,559	-	179,041	64.73%	212,366
425 Communications	1,450,765	939,372	-	511,393	64.75%	764,998
430 Human Resources	1,291,105	806,860	7,967	476,278	63.11%	789,501
431 Risk Management	1,250,650	1,160,324	-	90,326	92.78%	472,318
435 Downtown Development	587,200	329,601	-	257,599	56.13%	294,383
440 Financial Services	1,674,505	1,111,336	1,485	561,684	66.46%	1,166,316
445 Information Technology	2,381,430	1,578,593	173,386	629,451	73.57%	1,760,484
480 Inspections	2,405,510	1,512,514	-	892,996	62.88%	1,377,639
490 Planning	5,573,396	2,634,175	834,233	2,104,988	62.23%	1,808,582
500 Public Facilities	3,590,450	2,334,998	450,535	804,917	77.58%	2,535,864
510 Police	19,396,634	11,421,105	1,333,634	6,641,895	65.76%	12,050,711
520 Fire	14,267,530	9,995,949	565,269	3,706,312	74.02%	9,068,426
530 Public Works Administration	329,535	195,486	-	134,049	59.32%	180,438
535 Urban Forestry	745,495	386,585	90,081	268,829	63.94%	296,813
540 Engineering	2,297,981	1,361,356	43,811	892,814	61.15%	1,109,493
550 Fleet Maintenance	727,290	407,606	-	319,684	56.04%	401,612
560 Streets	5,089,139	2,127,904	930,292	2,030,944	60.09%	2,313,450
580 Solid Waste	6,923,154	3,845,691	1,579	3,075,884	55.57%	3,286,184
620 Parks and Recreation	6,940,425	3,548,140	301,321	3,090,964	55.46%	3,287,726
630 Center for Active Aging	790,405	349,155	-	441,250	44.17%	-
999 Transfers	14,478,305	10,039,870	-	4,438,435	69.34%	8,767,540
General Fund Total	\$ 95,716,169	58,185,664	4,787,192	32,743,312	65.79%	\$ 53,536,953

General Fund - Net Gain (Loss)

\$ 10,320,096

\$ 13,052,407

Debt Service Fund
February 28, 2026

Monthly Target Percentage

66.67%

Department	Amended Budget	YTD Actual	Remaining Budget (including encumbrances)	% Budget Used (includes encumbrances)	PY YTD Actuals
REVENUES					
Restricted Governmental	\$ 1,805,715	1,817,072	(11,357)	100.63%	1,719,784
Permits and Fees	637,500	367,435	270,065	57.64%	477,147
Investment Earnings	106,350	100,562	5,788	94.56%	73,975
Other Financing Sources	8,854,850	5,924,900	2,929,950	66.91%	5,967,210
General Fund Total	\$ 11,404,415	8,209,969	3,194,446	71.99%	\$ 8,238,116

Department	Amended Budget	YTD Actual	Remaining Budget (including encumbrances)	% Budget Used (includes encumbrances)	PY YTD Actuals
EXPENDITURES					
440 Financial Services	\$ 12,820	\$ 6,845	\$ 5,975	53.39%	\$ 8,380
445 Information Technology	615,455	549,741	65,714	89.32%	655,674
480 Building Inspections	13,530	6,762	6,768	49.97%	10,285
490 Planning	396,910	256,153	140,757	64.54%	13,057
500 Public Facilities	1,103,515	367,195	736,320	33.27%	366,020
510 Police	425,790	421,087	4,703	98.90%	442,871
520 Fire	1,199,465	279,712	919,753	23.32%	279,712
535 Urban Forestry	-	-	-	0.00%	4,273
540 Engineering	9,310	4,654	4,656	49.99%	8,178
550 Fleet Maintenance	12,050	6,077	5,973	0.00%	10,348
560 Streets	1,733,785	584,935	1,148,850	33.74%	551,685
570 Powell Bill	2,823,460	1,553,307	1,270,153	55.01%	1,028,221
580 Solid Waste	255,875	128,541	127,334	50.24%	182,493
620 Parks and Recreation	2,802,450	1,456,714	1,345,736	51.98%	571,417
General Fund Total	\$ 11,404,415	5,621,723	5,782,692	49.29%	\$ 4,132,614

Debt Service Fund - Net Gain (Loss)

\$ 2,588,246

\$ 4,105,502

DMSD Special Revenue Fund
February 28, 2026

Monthly Target Percentage

66.67%

Department	Amended Budget	YTD Actual	Encumbrances	Remaining Budget (including encumbrances)	% Budget Used (includes encumbrances)	PY YTD Actuals
REVENUES						
Ad Valorem Taxes	\$ 209,200	\$ 210,259	-	\$ (1,059)	100.51%	\$ 195,855
Investment Earnings	12,500	11,249	-	1,251	89.99%	12,243
DMSD Special Revenue Fund Total	\$ 221,700	221,508	-	192	99.91%	\$ 208,098

Department	Amended Budget	YTD Actual	Encumbrances	Remaining Budget (including encumbrances)	% Budget Used (includes encumbrances)	PY YTD Actuals
EXPENDITURES						
Transfers In (Out)	\$ 221,700	\$ 66,000	-	\$ 155,700	29.77%	\$ 12,069
DMSD Special Revenue Fund Total	\$ 221,700	66,000	-	155,700	29.77%	\$ 12,069

Downtown District - Net Gain (Loss)

155,508

196,029

Wake Forest Renaissance Centre
February 28, 2026

Monthly Target Percentage

66.67%

Department	Amended Budget	YTD Actual	Encumbrances	Remaining Budget (including encumbrances)	% Budget Used (includes encumbrances)	PY YTD Actuals
REVENUES						
Sales and Services	\$ 322,700	\$ 183,051	\$ -	\$ 139,649	56.72%	\$ 112,584
Other Revenue	184,825	159,455	-	25,370	86.27%	132,159
Other Financing Sources	996,625	617,750	-	378,875	61.98%	531,700
WFRC Fund Total	\$ 1,504,150	960,256	-	543,894	63.84%	\$ 776,443

Department	Amended Budget	YTD Actual	Encumbrances	Remaining Budget (including encumbrances)	% Budget Used (includes encumbrances)	PY YTD Actuals
EXPENDITURES						
626 Wake Forest Renaissance Centre	\$ 1,504,150	\$ 928,195	\$ 74,870	\$ 501,085	66.69%	\$ 875,471
WFRC Fund Total	\$ 1,504,150	928,195	74,870	501,085	66.69%	\$ 875,471

WFRC Fund - Net Gain (Loss) **\$ 32,062** **\$ (99,027)**

Wake Forest Business and Industry Partnership Fund (BIP)
February 28, 2026

Monthly Target Percentage

66.67%

Department	Amended Budget	YTD Actual	Encumbrances	Remaining Budget (including encumbrances)	% Budget Used (includes encumbrances)	PY YTD Actuals
REVENUES						
Sales and Services	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -
Other Revenue	15,500	7,727	-	7,773	49.85%	7,433
Other Financing Sources	567,355	378,570	-	188,785	66.73%	332,000
WFRC Fund Total	\$ 582,855	386,297	-	196,558	66.28%	\$ 339,433

Department	Amended Budget	YTD Actual	Encumbrances	Remaining Budget (including encumbrances)	% Budget Used (includes encumbrances)	PY YTD Actuals
EXPENDITURES						
415 Economic Development	\$ 582,855	\$ 335,613	\$ -	\$ 247,242	57.58%	\$ 321,486
WFRC Fund Total	\$ 582,855	335,613	-	247,242	57.58%	\$ 321,486

WFBIP Fund - Net Gain (Loss) **\$ 50,684** **\$ 17,948**

WAKE FOREST POWER (ELECTRIC FUND)
February 28, 2026

Monthly Target Percentage

66.67%

Department	Amended Budget	YTD Actual	Encumbrances	Remaining Budget (including encumbrances)	% Budget Used (includes encumbrances)	PY YTD Actuals
REVENUES						
Charges for Services	\$ 26,006,750	\$ 18,239,638	-	\$ 7,767,112	70.13%	\$ 17,610,397
Sales Tax - Utility	1,771,610	1,262,757	-	508,853	71.28%	1,222,910
Other Revenue	422,640	356,423	-	66,217	84.33%	538,951
Investment Earnings	40,000	58,065	-	(18,065)	145.16%	18,960
Electric Fund Total	\$ 28,241,000	19,916,884	-	8,324,116	70.52%	\$ 19,391,218

Department	Amended Budget	YTD Actual	Encumbrances	Remaining Budget (including encumbrances)	% Budget Used (includes encumbrances)	PY YTD Actuals
EXPENDITURES						
840 Electric - Billing & Collections	\$ 872,860	\$ 484,558	\$ -	\$ 388,302	55.51%	\$ 564,817
850 Electric - Operations	\$ 26,837,655	15,634,716	476,014	10,726,924	60.03%	18,562,595
860 Electric - Tree Trimming	530,485	243,821	97,236	189,429	64.29%	221,309
Electric Fund Total	\$ 28,241,000	16,363,095	573,250	11,304,655	59.97%	\$ 19,348,720

Electric Fund - Net Gain (Loss)

3,553,789

42,498

STORMWATER UTILITY FUND
February 28, 2026

Monthly Target Percentage

66.67%

Department	Amended Budget	YTD Actual	Encumbrances	Remaining Budget (including encumbrances)	% Budget Used (includes encumbrances)	PY YTD Actuals
REVENUES						
Charges for Services	\$ 3,610,510	\$ 3,960,460	-	\$ (349,950)	109.69%	\$ 3,810,988
Investment Earnings	25,000	30,296	-	(5,296)	121.19%	9,430
Other Financing Sources	-	-	-	-	0.00%	-
Stormwater Utility Fund	\$ 3,635,510	3,990,757	-	(355,247)	109.77%	\$ 3,820,418

Department	Amended Budget	YTD Actual	Encumbrances	Remaining Budget (including encumbrances)	% Budget Used (includes encumbrances)	PY YTD Actuals
EXPENDITURES						
545 - Stormwater Management	\$ 3,635,510	\$ 1,205,859	\$ 467,390	\$ 1,962,261	46.03%	\$ 248,700
Stormwater Utility Fund	\$ 3,635,510	1,205,859	467,390	1,962,261	46.03%	\$ 248,700

Stormwater Utility Fund - Net Gain/(Loss)

2,784,898

3,571,718

AMERICAN RESCUE PLAN ACT (ARPA)
2/28/2026 (Cumulative - Life to Date)

Monthly Target Percentage

N/A

N/A						
Department	Amended Budget	LTD Actual	Encumbrances	Remaining Budget	% Budget Used	PY YTD Actuals
REVENUES						
Restricted Governmental	\$ 14,541,000	14,541,846	-	(846)	100.01%	-
Investment Earnings	1,169,850	1,202,949	-	(33,099)	0.00%	-
Other Financing Sources	-	-	-	-	0.00%	-
General Fund Total	\$ 15,710,850	15,744,795	-	(33,945)	100.22%	\$ -
Department	Amended Budget	LTD Actual	Encumbrances	Remaining Budget	% Budget Used	PY YTD Actuals
EXPENDITURES						
445 Information Technology	\$ 825,000	\$ 803,732	\$ -	\$ 21,268	97.42%	\$ -
525 Public Safety (ARPA)	3,220,840	1,566,831	1,654,000	9	100.00%	-
540 Engineering	7,416,320	4,663,735	2,594,273	158,312	97.87%	-
638 Other Improvements	4,248,690	4,046,820	202,715	(845)	100.02%	-
General Fund Total	\$ 15,710,850	11,081,119	4,450,987	178,744	98.86%	\$ -
ARPA Fund - Net Gain (Loss)						
		\$ 4,663,676				\$ -



BOARD OF COMMISSIONERS WORK SESSION AGENDA ITEM REPORT

Agenda Item No.: 2025-845-
Submitted by: Evelyn Wright
Submitting Department:
Meeting Date: April 7, 2026

Subject

Draft Agenda April 21, 2026

Recommendation:

item Summary:

ATTACHMENTS:

- [Draft Agenda April 21, 2026.pdf](#)



**Wake Forest Board of Commissioners
Meeting Agenda
April 21, 2026 – at 6:00 PM
All items listed are for discussion and possible action.**

Notice

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

Cable & Online Broadcast of Board of Commissioners Meetings

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

Meeting Agendas

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

Public Hearings

When an agenda item is denoted as a [Public Hearing](#), persons attending shall be permitted to address the Board of Commissioners regarding the item under consideration with those speaking in favor first and those against speaking second. Proponents and opponents shall each be given three minutes of time to speak and may choose to allow one speaker to utilize the time. In the event either proponent(s) or opponent(s) have not designated a speaker to represent the view, each speaker will be allowed three minutes each to express his/her comments, ideas, concerns, expressions, and desires. Only comments on a Public Hearing will be allowed during this time.

Public Comment

During the Public Comment period, anyone wishing to address the Board of Commissioners concerning an issue or topic that is not a public hearing item or an agenda item should complete and submit the Board of Commissioner Public Comment Form on the [Town website](#). Then, during the Public Comment portion of the meeting, The Mayor 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 March 3, 2026 BOC Work Session and March 17, 2026 BOC Regular Meeting
- 2.B 2026 Board of Commissioners Annual Retreat Minutes

3. Presentations

- 3.A Proclamation for Building Safety Month
[PROCLAMATION for Building Safety Month draft 1.docx](#)
[PROCLAMATION_for_Building_Safety_Month_draft_1.pdf](#)
- 3.B Proclamation Recognizing the 57th Annual Professional Municipal Clerks Week
[Proclamation_MunicipalClerksWeekApril202621.pdf](#)
- 3.C Proclamation Recognizing April 22, 2026 as Earth Day in the Town of Wake Forest
[Earth Day Proclamation 2026_4.22.2026.pdf](#)
- 3.D Proclamation Recognizing May 2026 as "National Bike Month"
[ProclamationRecognizingMayAsBikeMonthApr042126.docx](#)
- 3.E Proclamation Recognizing April 24, 2026 as Arbor Day in the Town of Wake Forest
[Arbor Day Proclamation_4.24.2026.pdf](#)

4. Public hearings / Public Comment

5. Consent Agenda

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

- 5.A Approval of a resolution to schedule the public hearing and certify the sufficiency for a petition requesting contiguous annexation submitted by property owners, Ritchie Family Properties, located at 1313 N White Street being Wake County PIN 1851089042 being approximately 7.76 acres.
[04212026 BOC Agenda Summary.pdf](#)
[Attachment A Legal Description AN-26-01.pdf](#)
[Attachment B Annexation Map AN-26-01.pdf](#)
[Attachment C Contiguous Annexation Petition AN-26-01.pdf](#)
[DRAFT PUBLIC HEARING RESOLUTION.docx](#)

[CERTIFICATE OF SUFFICIENCY .docx](#)

- 5.B Consideration of a Resolution supporting NCDOT's closure of North Main Street during the 2026 July 4th Children's Parade

[Attachment A_July 4th 2026 Childrens Parade Map.pdf](#)

[Attachment B_July 4th 2026 Street Closure Resolution.docx](#)

[Summary Sheet_July 4th Street Closure.docx](#)

- 5.C Approval of Resolution Amending Check and Purchase Order Signing Procedures

6. Legislative Items

7. Planning Items

8. Administration and Financial Items

- 8.A Consideration of Approval of Resolution Authorizing Installment Purchase Financing Agreement (Fire Station 6)

9. Public Services Items

10.Parks and Recreation Items

- 10.A Consideration of Sponsorship and Facility Naming Rights Policy

- 10.B Consideration of Statues and Monuments Policy

11.Public Safety Items

12.Other Business

- 12.A Department Monthly Reports

13.Adjournment



BOARD OF COMMISSIONERS WORK SESSION AGENDA ITEM REPORT

Agenda Item No.: 2025-844-

Submitted by: Kip Padgett, Administration

Submitting Department: Administration

Meeting Date: April 7, 2026

Subject

Closed Session: N.C.G.S 143-318.11(5) and 143-318.11(3)

Recommendation:

item Summary:

ATTACHMENTS: