

STATE OF NORTH CAROLINA

COUNTY OF WAKE

TRANSIT GOVERNANCE

INTERLOCAL AGREEMENT

BETWEEN

RESEARCH TRIANGLE REGIONAL PUBLIC TRANSPORTATION

AUTHORITY,

CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION,

AND

WAKE COUNTY

This Interlocal Agreement (the "Agreement"), entered into this the 18th day of May, 2016, by and between **RESEARCH TRIANGLE REGIONAL PUBLIC TRANSPORTATION AUTHORITY** d/b/a GoTriangle, a public body politic and corporate of the State of North Carolina (hereinafter "GoTriangle"), **CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION**, a metropolitan planning organization (hereinafter "CAMPO" or "MPO") and **WAKE COUNTY, NORTH CAROLINA**, a public body politic and corporate of the State of North Carolina (hereinafter "Wake County"); individually referred to as "Party" and collectively referred to herein as "the Parties";

WITNESSETH:

WHEREAS, GoTriangle, CAMPO and Wake County, all of which have specific roles in the implementation of public transit in the Wake County area, have determined that it is in their best interest to coordinate public transit planning, funding, expansion and construction; and

WHEREAS, GoTriangle is a regional public transportation authority created in accordance with the provisions of N.C.G.S. 160A-603 *et seq.* by concurrent resolution of Orange, Durham, and Wake counties and duly incorporated as a body corporate and politic and vested with the general powers set forth in N.C.G.S. Chapter 160A Article 26; and

WHEREAS, CAMPO is the metropolitan planning organization for the N.C. Capital Area Metropolitan Planning Area established pursuant to 23 U.S.C. 134 *et seq.* and recognized under the laws of North Carolina pursuant to N.C.G.S. 136-200.1; and

WHEREAS, Wake County is a body politic and corporate vested with the corporate powers set forth in N.C.G.S. 153A-11; and

WHEREAS, the Parties to this Agreement, in collaboration with local partners and stakeholders, developed a strategic transit vision document commonly named and referred to as the "Wake County Transit Plan" which was unveiled on or about December 8, 2015; and

WHEREAS, Wake County, pursuant to resolution of the Board of Commissioners requested GoTriangle to take action on behalf of Wake County pursuant to N.C.G.S. 105-508 with regard to a Special District and file the required documents with the North Carolina Secretary of State; and

WHEREAS, GoTriangle entered into a resolution on or about May 25, 2016 approving the Wake County Transit Plan, and approving this Agreement, both contingent upon financing the Wake County Transit Plan; and

WHEREAS, CAMPO entered into a resolution on or about May 18, 2016 approving the Wake County Transit Plan and approving this Agreement, both contingent upon financing the Wake County Transit Plan; and

WHEREAS, Wake County entered a resolution on or about June 6, 2016 approving the Wake County Transit Plan, and approving this Agreement, all contingent upon financing the Wake County Transit Plan; and

WHEREAS, prior to calling for an advisory referendum before the voters of Wake County for the purpose of authorizing the levy of a one-half percent (½ %) sales and use tax for transit, the Parties desire to provide a structure for the governance that will direct the allocation of funds and the implementation of the Wake County Transit Plan; and

WHEREAS, in accordance with N.C.G.S. 105-508, the Wake County Board of Commissioners has the authority and by virtue of the resolution entered on or about June 6, 2016, and by execution of this Agreement indicates its desire to contract with Go Triangle, in its capacity as the regional transportation authority for the budget adoption and administration of the Transit Plan; and

WHEREAS, the Parties pursuant to the authority of N.C.G.S. 160A-461 *et seq.* are authorized to enter into this Agreement and joint planning and implementation efforts in order to pursue the above stated goals.

NOW THEREFORE, for and in consideration of the promises and covenants contained in this Agreement and the mutual benefits derived therefrom, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE I PURPOSE and SCOPE

1.01 Purpose. The purpose of this Agreement is to provide a plan of governance that will allow efficient implementation of public transit services and projects as directed by the strategic transit vision document referred to as the Wake County Transit Plan. This Agreement will also guide updates and amendments to the strategic transit vision; the planning, design, funding, implementation, operation, and closeout of capital projects and infrastructure; funding, implementation, and operation of transit services; the flow of revenue; annual reporting requirements; service performance evaluations; and resolution of issues.

1.02 Scope. The scope of this Agreement shall be the governance of the planning, financing, and implementation of the Wake County Transit Plan, as it may be amended from time to time as provided for herein.

1.03 Objectives. The objective of this Agreement is to create a governance structure that meets the following expectations:

(1) **Representative** – That decision-making structures require the input and/or participation of varied and diverse agencies.

(2) **Inclusive** – That decision-making structures encourage participation of all of those impacted by decision-making.

(3) Responsive – That decisions are influenced by the legitimate needs of clients and the public.

(4) Open and Transparent – That reporting is accessible and clearly communicates important aspects of the effort.

(5) Accountable – The decision-making structures clearly define which agencies are responsible for tasks and efforts.

ARTICLE II DEFINITIONS

2.01 “ANNUAL CAPITAL BUDGET” shall mean the first year of the multi-year Capital Improvement Plan (CIP) which is enacted by adoption of the capital projects ordinance pursuant to N.C.G.S. Chapter 159. This budget shall include the allocation of financial resources to specific project sponsors for specific projects. Appropriations that are made pursuant to the Annual Capital Budget shall be budgeted to projects, programs, or implementation elements in a multi-year major fund such that funding does not revert to available capital fund balance at the end of the fiscal year.

2.02 “ANNUAL OPERATING BUDGET” shall mean the proposed plan for raising and spending money for specified Wake Transit Work Plan programs, functions, activities or objectives during a fiscal year as that term is further defined in N.C.G.S. 159-7(b)(1). The annual operating budget shall be budgeted by major fund and shall include the allocation of financial resources for operating for specified projects and services to be undertaken by specified project sponsors. The annual operating budget shall also contain the annual administrative budget for the major fund for financing its overhead costs related to Tax District administrative functions, the details of which shall be provided independently of operating costs associated with transit operating projects.

2.03 “ANNUAL WAKE TRANSIT REPORT” shall mean a report that provides information regarding meeting strategic public transit objectives and includes the performance achieved, the strategies being followed, and performance targets and key milestones for capital projects and operating services.

2.04 “AUDITED FINANCIAL STATEMENTS” shall refer to financial statements which have been audited by a Certified Public Accountant and for which an opinion has been expressed to meet US generally accepted accounting principles or principles adopted by Governmental Accounting Standards Board (GASB) and prepared in accordance with N.C.G.S. 159-34.

2.05 “CAPITAL FUNDING AGREEMENT” shall mean an agreement between an agency and other agencies to provide an Implementation Element or a project plan if the Implementation Element is to be provided by the Agency. The agreement or project plan shall state the details of the capital improvements to be provided and detail expectations on funding, responsibilities, schedule and performance and shall adhere to minimum standards outlined in Section 8.01 of this agreement.

2.06 "CAPITAL FUND BALANCE" shall mean the reported amounts restricted by enabling legislation in the Wake Transit major capital fund, presented in the basic Financial Statements, and disclosed in the notes to the Financial Statements as required under generally accepted accounting standards.

2.07 "CAPITAL PROJECTS" shall mean purchase of land or interests in land; purchase, construction or demolition of buildings or other physical facilities; purchase of services of architects, engineers, as well as other studies; site improvements or development necessary for the implementation of transit projects; purchase or installation of fixed or moveable equipment necessary for the installation and operation of transit services; rolling stock or vehicles as defined by the Federal Transit Administration; corridor and project planning studies; infrastructure projects; and information technology costs if the costs exceed \$500,000 in aggregate.

2.08 "CAPITAL PROJECTS ORDINANCE" shall mean the annual financial ordinance budgeted for the Wake Transit major capital fund pursuant to N.C.G.S. Chapter 159., tied to the multi-year Capital Improvement Plan, the Annual Capital Budget and planned capital project funding agreements that implement needed capital projects.

2.09 "COMMUNITY FUNDING AREAS" shall mean areas in Wake County where additional transit services can be provided with joint participation and funding from the local government(s) and/or Research Triangle Park.

2.10 "COMPONENT UNIT" or "SEPARATE COMPONENT UNIT" shall refer to a unit of local government within the Tax District if the primary entity has administrative responsibility for the budget adoption and operation and management of transit services provided by the unit. The primary entity shall report in its financial statements information about the relationship between any component unit(s) and the primary entity. The primary entity also is required to report Wake Transit Plan Revenues, expenditures and fund balance in columns separate from the primary entity's financial data in its annually audited statements.

2.11 "COMPREHENSIVE ANNUAL FINANCIAL REPORT" ("CAFR") shall mean the report prepared by governmental entities that complies with the accounting regulations promulgated by the Governmental Accounting Standards Board (GASB).

2.12 "CONFERENCE COMMITTEE" shall mean a committee called at the direction of the Wake County Board of Commissioners to perform the review functions outlined in Articles VII and X. The Conference Committee shall also facilitate Agreement related dispute resolution. The composition and actions of this committee shall be determined by the Wake County Board of Commissioners and as directed in this Agreement.

2.13 "EQUITABLE USE OF NET PROCEEDS WITHIN OR TO BENEFIT THE SPECIAL DISTRICT" as that term is used in N.C.G.S. 105-508.1 shall mean:

(1) If now or in the future the Special District consists only of Wake County:

A complete segregation and dedication of 100% of all Wake County Tax Revenue and Wake Transit Plan Revenues derived from transit funding sources within the jurisdiction of Wake County or on behalf of Wake County exclusively for the benefit of the Wake County Transit Plan. The Equitable Use of Net Proceeds shall not contemplate or include pledging, committing, agreeing to apply, or otherwise using any portion of Wake County Tax Revenue or Wake Transit Plan Revenues for any purpose now, or in the future, other than in accordance with the Wake County Transit Work Plan. "Net proceeds" as used herein shall mean gross proceeds less the cost of collection being allocated to GoTriangle on behalf of Wake County as administrator of the Special District.

(2) if now or in the future the Special District consists of Wake County and one or more other counties:

A 100% dedication of all Wake County Tax Revenue and Wake Transit Plan Revenues derived from transit funding sources within the jurisdiction of Wake County or on behalf of Wake County for the exclusive use and benefit of the Wake County Transit Plan. A 100% dedication of all Non-Wake County Tax Revenue derived from transit funding sources in counties other than Wake for the exclusive use and benefit of any other county transit plan within the Special District, to the exclusion of Wake County.

This definition contemplates that a complete segregation of all Wake County Tax Revenue and Wake Transit Plan Revenues for the purpose stated herein is required to carry out the Financial Plan of the Tax District pursuant to N.C.G.S. 105-508.1 and that this definition considers the (i) identified needs of local public transportation systems in the district, (ii) human service transportation systems within the district, (iii) expansion of public transportation systems to underserved areas of the district. The Equitable Use of Net Proceeds shall not contemplate or include pledging, committing, agreeing to apply, or otherwise using any portion of Wake County Tax Revenue or Wake Transit Plan Revenues for any purpose now, or in the future, other than in accordance with the Wake County Transit Work Plan. Likewise, this definition contemplates that Non-Wake County Tax Revenue shall not be pledged, committed, applied, or otherwise used by Wake County unless approved by the other counties within the district. "Net proceeds" as used herein shall mean gross proceeds less the cost of collection being allocated to GoTriangle as administrator of the Special District on behalf of any member county.

2.14 "FINANCIAL MODEL" shall mean a long-term financial planning model, that projects revenues and expenditures and includes all projected sources for projects and planned uses of funds for both capital projects and operating expenses, and is used to evaluate the impact of operating and funding decisions on the Wake Transit major operating and capital funds' financial condition to ensure the Wake Transit Plan's policies and objectives are maintained in the long-term, including liquidity targets and

debt ratios relevant to rating agency metrics. Only Wake Transit Plan Revenue, including Wake County Tax Revenue, and expenditures projected in support of the Wake Transit Plan shall be included in the Financial Model.

2.15 "FINANCIAL PLAN" as that term is used in N.C.G.S. 105-508.1(2) shall mean:

(1) **If now or in the future the Special District consists only of Wake County**, the Financial Plan requiring approval shall mean the Plan Implementation and Finance section set forth in pages 32-36 of the Wake County Transit Plan as supported by the details of the Transit Plan, and modeled in the Financial Model.

(2) **If now or in the future the Special District consists of Wake County and one or more other counties**, the Financial Plan requiring approval shall mean the Implementation and Finance section set forth in pages 32-36 of the Wake County Transit Plan as supported by the details of the Transit Plan and modeled in the Financial Model. The Financial Plan shall only include funds that would be budgeted and reported in the Wake Transit major operating and capital funds, provided that financial plans for other counties in the District, if any, have previously been approved by those counties. The Parties agree that prior to GoTriangle levying a tax pursuant to N.C.G.S. 105-508.1 in Wake County, a separate agreement shall be entered by and between all parties required to approve the Financial Plan pursuant to N.C.G.S. 105-508.1, including all counties in the Special District, and all MPOs within the district, setting forth the mutual understanding of the parties as to the scope and content of the Financial Plan ("Agreement Setting Forth the Mutual Understanding of the Parties as to the Scope and Content of the Financial Plan"). This agreement shall contemplate that the financial plan for the component district will segregate the Wake County Transit Plan, Wake Tax Revenues, and Wake Transit Plan Revenues from any and all plans in support of projects not included in the Wake County Transit Plan. Moreover, this agreement shall require that any other financial plans are modeled and presented separately from the Wake County Transit Plan.

2.16 "FINANCIAL STATEMENTS" shall mean the statement of financial condition prepared in accordance with N.C.G.S. 159-25.

2.17 "GASB" shall mean The Governmental Accounting Standards Board (GASB) which establishes standards and principles for state and local governmental accounting and financial reporting.

2.18 "IMPLEMENTATION ELEMENT" shall mean a discrete project, operation or study or a discrete logical grouping of projects, operations or studies tracked separately by the Wake County Transit Work Plan.

2.19 "INFRASTRUCTURE PROJECTS" shall mean smaller capital projects supporting the major capital projects, such as park and ride lots, transit centers, transfer points, pedestrian or bicycle enhancements, bus on shoulder, and other infrastructure to support the transit system. Infrastructure Projects can be covered by Master

Agreements, which shall define a collection of smaller projects to be completed by the same agency in a similar period of time.

2.20 "MAJOR FUND" shall be, as defined by the Governmental Accounting Standards Board ("GASB"), a fund that is reported in a separate column in the basic fund financial statements and is subject to a separate audit opinion in the independent auditor's report. As defined, the Tax District shall report a major fund for the Wake Transit Work Plan Operating Funds and a major fund for the Wake Transit Work Plan Capital Funds.

2.21 "MASTER AGREEMENT" shall mean an Operating or Capital Funding agreement that directs a discrete logical grouping of projects, operations or studies.

2.22 "MULTI-YEAR CAPITAL IMPROVEMENT PLAN" ("CIP") shall mean a multi-year document that identifies by year projected capital projects, project sponsors responsible for undertaking these projects, the financial costs and anticipated sources of funding for those projects, and identifies any projected operating costs associated with those projects. The CIP shall be coordinated with the Metropolitan Transportation Plan, Transportation Improvement Program, and annual program of projects developed and maintained by the Raleigh Urbanized Area designated recipient of federal formula transit grants so as to be consistent with submittal deadlines for the Transportation Improvement Program and the horizon years of the Metropolitan Transportation Plan.

2.23 "MULTI-YEAR OPERATING PROGRAM" shall mean the annual document describing transit operating programs, which could include the development of local bus, express bus, Bus Rapid Transit, and commuter rail services to be funded by the Tax District. It will describe service changes planned for the year and preliminary service proposals and financial projection for the subsequent years. A detailed report on the status of each bus and rail route shall also be included, along with performance objectives for the coming year. The document shall also describe administrative, planning, marketing, or other functions that are not directly accounted for in specific infrastructure project delivery or allocated to service delivery, but which are essential to the implementation of the Transit Plan.

2.24 "MULTI-YEAR SERVICE IMPLEMENTATION PLAN" shall mean a document or documents that detail how transit services will be modified, to include expansion and reduction, operated and maintained over a specific number of years. The plan(s) shall detail timing and schedule, justifications for implementation decisions, and public involvement steps. Different transit operators may have different plans for implementation, but the different plans must be coordinated with each other particularly with respect to anticipated funding and public outreach.

2.25 "NON-WAKE COUNTY REVENUES" shall mean all revenues collected on behalf of member counties other than Wake County within the Tax District or Special District that are derived from transit funding sources associated with counties other than Wake County.

2.26 "OPERATING AGREEMENT" shall mean an agreement between an agency tasked to provide an Implementation Element, the Tax District and other agencies as needed, or an operating plan if the Implementation Element is to be provided by the Agency. The agreement shall state the details of the service to be provided and detail expectations on funding, responsibilities, schedule and performance. The agreement shall adhere to minimum standards outlined in Section 8.02 of this agreement.

2.27 "OPERATING BUDGET ORDINANCE" shall mean the annual financial ordinance budgeted for the Wake Transit major operating fund pursuant to N.C.G.S. Chapter 159, tied to Operating Agreements, that includes funds for the operations of projects identified in the Wake Transit Work Plan, allocations for reserves, and transfers to other funds such as other Wake Transit major funds identified by the Component Unit. The Operating Budget Ordinance shall include the general administrative expenses of the unit separate from Project Operating Funds.

2.28 "OPERATING FUNDS" shall mean funds appropriated in the annual operating budget.

2.29 "OPERATING FUND BALANCE" shall mean the reported amounts restricted by enabling legislation for the Wake Transit major operating fund, presented in the basic financial statements, and disclosed in the notes to the Financial Statements as required under generally accepted accounting standards.

2.30 "PROJECT OPERATING FUNDS" shall mean funds appropriated in the annual Operating Budget Ordinance to support the operation of projects identified in the Wake Transit Plan.

2.31 "QUARTERLY FINANCIAL REPORTS" shall mean the quarterly statement of financial condition prepared in accordance with N.C.G.S. 159-25.

2.32 "QUARTERLY STATUS REPORTS" shall mean a quarterly report that provides information regarding progress toward strategic objectives outlined in the Wake Transit Work Plan and includes the performance achieved, the strategies being followed, and performance targets and key milestones for Capital Projects and operating services identified in the Wake Transit Work Plan.

2.33 "SIGNIFICANT CONCERNS" shall mean any issue flagged by any party to this Agreement related to major decisions, including but not limited to funding, defunding, timing, allocation, assignments, responsibilities and risk, in developing and adopting the Wake County Transit Work Plan that cannot be resolved by and through the decision-making processes enumerated in this Agreement that requires the attention of the Conference Committee as set forth herein.

2.34 "SPECIAL DISTRICT" shall mean any tax district administered by GoTriangle pursuant to authorizing resolutions and N.C.G.S. 105-508 *et seq.* or N.C.G.S. 105-561 *et seq.* to which Wake County is a member, now or in the future.

2.35 “TAX DISTRICT” shall mean any tax district administered by GoTriangle pursuant to authorizing resolutions and N.C.G.S. 105-508 *et seq.* or N.C.G.S. 105-561 *et seq.* to which Wake County is a member, now or in the future.

2.36 “TRANSIT PLANNING ADVISORY COMMITTEE” or “TPAC” shall mean a committee created by this Agreement for the purposes enumerated and as defined in Article III herein. The TPAC is jointly charged by all Parties to this Agreement with coordinating planning and implementation aspects of the Wake County Transit Work Plan and serving in a structured advisory role to the CAMPO Executive Board and GoTriangle Board of Trustees.

2.37 “WAKE COUNTY TAX REVENUE” shall be defined as all revenues derived from transit funding sources in support of the Wake Transit Plan, which shall include the ½ percent local option sales and use tax as defined by N.C.G.S. 105-508; the County vehicle registration fee assessed by the Wake County Board of Commissioners in accordance with N.C.G.S. 105-570 *et seq.*; the increased portion of the regional vehicle registration fee assessed by GoTriangle in accordance with N.C.G.S. 105-561 *et seq.* allocated to Wake County.; and the portion of vehicle rental tax collected by GoTriangle pursuant to N.C.G.S. 105-550 *et seq.* and allocated to Wake County by the GoTriangle Board of Trustees.

2.38 “WAKE COUNTY TRANSIT PLAN” shall mean the document attached hereto as Exhibit A entitled “Recommended Wake County Transit Plan” dated December 2015, being that same document approved by the Wake County Board of Commissioners pursuant to a Resolution on June 6, 2016.

2.39 “WAKE TRANSIT PLAN REVENUE” shall mean Wake County Tax Revenue, any federal or state funds allocated by a designated recipient, debt proceeds, fares, local contributions, and any other sources of revenue used to fund the Wake County Transit Plan.

2.40 “WAKE COUNTY TRANSIT VISION PLAN” shall mean a plan adopted by CAMPO and GoTriangle outlining multiple decades of investment in transit and transit infrastructure. This plan shall align with and /or be a part of other MPO transportation investment plans.

2.41 “WAKE COUNTY TRANSIT WORK PLAN” or “WAKE TRANSIT WORK PLAN” shall mean the comprehensive plan for transit capital and operations presented by the TPAC which shall include all of the separate components of:

- a. Annual Operating Budget Ordinance. This shall be supplied for the Wake Transit major operating fund which will appropriate funds for the operation and administration of transit projects as well as for any other agencies involved in producing products for TPAC review;
- b. Annual Tax District administration budget for the Wake Transit major operating and capital fund;

- c. Multi-Year Capital Improvement Plan (CIP) supplied for the Wake Transit major capital fund that clearly identifies specific projects, project sponsors responsible for undertaking those projects, project funding sources, and project expenditures. (NOTE: The Multi-year CIP shall be updated annually to coincide with the annual capital budget always being the first year of appropriation of funding for capital projects identified in the CIP. The Multi-year CIP shall be coordinated with the Metropolitan Transportation Plan, Transportation Improvement Program, and annual program of projects developed and maintained by the Raleigh Urbanized Area designated recipient of federal formula transit grants so as to be consistent with submittal deadlines for the Transportation Improvement Program and the horizon years of the Metropolitan Transportation Plan.);
- d. Annual Capital Budget Ordinance supplied for the Wake Transit major capital fund that allocates financial resources to specific project sponsors for specific projects and represents the first year of appropriation of funding for capital projects identified in the Multi-Year CIP;
- e. Multi-year Operating Program (as defined *supra.*);
- f. Update of the Wake Transit Financial Plan and financial model assumptions and corresponding update of the planning horizon of Wake Transit Work Plan future projects not included in the current Multi-year CIP. The Parties shall use good faith efforts to align planning horizon year with the horizon year of the current CAMPO MTP. The Financial Model shall contain agreed upon financial assumptions of the TPAC for Wake Transit Work Plan revenues involving federal, state and local sources and multi-year capital and operating costs including liquidity targets and debt ratios relevant to rating agency metrics;
- g. Capital Funding Agreements or Master Agreements; and
- h. Operating Agreements or Master Agreements.

Nothing herein shall prevent Wake County from entering into a Cost Sharing Agreement with other jurisdictions for any regional transit projects or systems so long as they are detailed in the Wake County Transit Work Plan.

ARTICLE III TRANSIT PLANNING ADVISORY COMMITTEE ("TPAC")

3.01 **TPAC Established.** The Parties hereby establish a committee to be known as the Wake County Transit Planning Advisory Committee ("Transit Planning Advisory Committee" or "TPAC") to carry out the responsibilities enumerated in this Article. Pursuant to the authority set forth in this Agreement, the TPAC shall be the body that

coordinates planning and implementation aspects of the Wake County Transit Work Plan and shall serve in a structured advisory role to the CAMPO Executive Board and GoTriangle Board of Trustees.

3.02 Membership, Organization, and Objectives.

a. **Initial Membership.** The initial membership of the TPAC shall be comprised of two (2) staff members appointed by each of the ILA Parties ("ILA Party Members"), two (2) staff members appointed by the Town of Cary, two (2) staff members appointed by the City of Raleigh, one (1) staff member appointed by each of the municipalities of Apex, Fuquay-Varina, Garner, Holly Springs, Knightdale, Morrisville, Rolesville, Wake Forest, Wendell, and Zebulon and one (1) staff member appointed by North Carolina State University, collectively ("Non-ILA Party Members"). Appointment to the TPAC shall be by action of the designated authority of each member.

b. **Regular Membership.** The initial meeting of the TPAC shall be called by Wake County within fifteen (15) days of the execution of this Agreement. Co-chairs shall be established at the initial meeting. Within ninety (90) days of execution of this Agreement, the initial members of the TPAC shall establish rules, agencies, and expectations for regular membership. Membership shall include any agency or groups the initial members of TPAC may deem necessary to fully execute the responsibilities outlined herein. When determining regular membership, the initial members of the TPAC should take into consideration various required skill sets, specifically in local planning, budgeting, finance, project construction and operations.

c. **Operational Rules of TPAC.** Within ninety (90) days of execution of the Agreement, the members of the TPAC shall, consistent with the responsibilities outlined in Section 3.03 and the flexibilities outlined in Section 3.04, submit to the CAMPO Executive Board and GoTriangle Board of Trustees for approval: 1) bylaws including the provisions of Section 3.05; 2) rules dictating the composition, organization, and function of the TPAC; 3) a meeting schedule; 4) a list of deadlines for the submittals defined herein; 5) identification of the Party to serve as lead agency for each of the responsibilities enumerated in Section 3.03; and 6) a request to a partner agency or agencies of staff resources to meet TPAC administrative needs.

d. **Timeliness.** The TPAC shall develop processes and procedures to allow decisions to be made in a timely manner. Duties not specifically denoted under Section 3.03 may be delegated to other groups. The designation and delegation of these duties shall be approved by the CAMPO Executive Board and the Go Triangle Board of Trustees.

3.03 Responsibilities. The TPAC shall be charged with the development or delegation to a Party as lead agency of the following:

- a. Wake County Transit Work Plan, including all of its separate elements defined in Section 2.41;
- b. Detailed elements of a Multi-Year Service Implementation Plan;

- c. Staffing model and staffing expectations plan, including requested consideration of any costs associated with additional staff required to administer the Wake County Work Plan;
- d. Program management policy and plan for the Community Funding Areas identified in the Wake County Transit Plan;
- e. Templates containing minimum standards for project and financial reports for the Wake Transit Major Funds and others to follow (first version by October 1, 2016);
- f. Project prioritization policy that guides the development of the CIP and longer term operating program and annual budgets;
- g. Designation of project sponsors (agencies responsible for each respective capital and operating project), including agencies responsible for each Implementation Element;
- h. Multiyear vision plan;
- i. An articulated strategy for each Implementation Element or agreement, which shall include scope, geography, purpose and goals, processes for allowing amendments, and processes for addressing Significant Concerns. Very detailed strategies shall be developed for capital/infrastructure projects exceeding \$1,000,000; and
- j. An articulated strategy for incorporating or accounting for public outreach, involvement, and communication with the deliverables set forth in a, b, d, f, g, and h.

The TPAC may add to the list of enumerated responsibilities by its internal deliberation processes; however, the TPAC may not exclude any responsibility from this list without approval of all Parties to this Agreement.

3.04 Assignment.

The TPAC may, by vote or by other mechanism allowed in its bylaws, assign the creation and maintenance of certain documents for which it is responsible to Parties or TPAC members. However, the TPAC shall not delegate its responsibility to review and present documents and products which are defined in Section 3.03 as TPAC responsibilities. All documents related to the duties of Section 3.03 produced on behalf of the TPAC must be reviewed by TPAC prior to release.

3.05 Minimum Quorum and Voting.

The Parties to this Agreement agree that the TPAC deliberation process must allow decisions to be made in an efficient and timely manner. A quorum shall be five (5) of the six (6) members appointed by the Parties to this Agreement. The TPAC shall develop a method for weighted voting if requested by any TPAC member or as determined by TPAC bylaws.

3.06 Right to Inspect.

All Parties to this Agreement, or their authorized representative(s), shall have the right to inspect, examine, and make copies of any and all books, records, electronic files,

agreements, minutes, and other writings and work products related to the operation and day-to day business of the TPAC.

ARTICLE IV TERM, TERMINATION, AMENDMENT

4.01 Term.

a. **Effective Date.** This Agreement shall become effective upon the properly authorized execution of the Agreement by all Parties. With the exception of the pre-referendum duties set forth in Article III and Article VII, the responsibilities of the Parties as outlined in this Agreement shall become effective upon the date of a successful referendum in accordance with N.C.G.S. 105-509, approving a one-half percent (1/2%) local sales and use tax in Wake County for the financing of the Tax District, if this shall occur.

b. This Agreement shall continue for a period of twenty five (25) years from the Effective Date, unless otherwise amended by the prior express written agreement of the Parties.

c. Any amendment, termination, or renewal of the Term must be in the form of a written instrument properly authorized and executed by the governing boards of each Party.

d. The Parties agree that the Term shall be extended by mandatory amendment though the final maturity dates of any debt issued and payable from Wake County Transit Tax Revenues if such date(s) occur after the 25-year initial term.

4.02 Termination.

a. **Material Breach.** In the event that any Party violates a responsibility, duty, or assumption stated in Article V, the other Party(ies) shall give written notice of the breach and request to cure. If such breach is not cured within thirty (30) days of written notice thereof, any non-breaching Party may, without further notice or demand, in addition to all other rights and remedies provided in this Agreement, at law or in equity, terminate this Agreement and recover any damages to which it is entitled as a result of said breach. In the event of a non-material breach of the Agreement, the termination procedure set forth in 4.02(b) shall apply.

b. **Termination upon one (1) year's notice.** Any Party may terminate its participation in this Agreement with or without breach by giving written notice to each other Party of intent to terminate, as well as reasons for terminating (which shall be in the sole discretion of the terminating party), at least one (1) year prior to the effective termination date.

c. **Bankruptcy/Insolvency Special Provisions.** If any Party applies for or consents to the appointment of a receiver, trustee or similar officer for it or any substantial part of its property or assets, or any such appointment is made without such application or consent by such Party and remains undischarged for sixty (60) days, or files a petition in bankruptcy or makes a general assignment for the benefit of creditors, then such action shall constitute a material breach of this Agreement not requiring notice and opportunity to cure, and the other Party(ies) may terminate effective immediately.

d. **Cooperation Provisions.** In the event of a termination pursuant to any subsection hereunder, the terminating Party shall **not** be relieved of any existing and unperformed obligations up until the effective date of termination, and the Agreement shall remain in effect as to the non-withdrawing Parties. The non-withdrawing Parties, beginning at the time notice of termination is received, shall work together in good faith to determine if the intent and purpose of the Agreement can be accomplished by executing any Amendments deemed necessary and/or adding any parties deemed necessary to perform the executory obligations of the withdrawing Party.

e. **Non-Exclusive Remedies.** No remedy provided in this Agreement shall be considered exclusive of any other remedy in law or in equity.

f. **Repeal and Dissolution.** Nothing herein shall be construed to restrict Wake County's ability to repeal any transit tax previously enacted, and consideration will be given by the County to any transit taxes levied in support of debt service in support of the Wake Transit Work Plan. Nothing herein shall be construed to restrict Wake County's ability to request dissolution of the special tax district in accordance with N.C.G.S. 105-509.1 and N.C.G.S. 105-473(a).

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

For GoTriangle: GoTriangle
General Manager
PO Box 13787
Research Triangle Park, NC 27709

With a copy to GoTriangle
General Counsel
P.O. Box 13787
Research Triangle Park, NC 27709

For CAMPO: Capital Area Metropolitan Planning Organization
Executive Director
One Bank of America Plaza
421 Fayetteville Street, Suite 203
Raleigh, NC 27601

For Wake County: Wake County Manager
Wake County Justice Center
301 S. McDowell St.
Raleigh, NC 27601

With a copy to Wake County Attorney
Wake County Justice Center
301 S. McDowell St.
Raleigh, NC 27601

4.03 Amendment.

If any Party desires to amend the Agreement, then the proposed amendment and the reasons for the proposed amendment shall be communicated in writing to the other Parties. If the Parties agree to the proposed amendment, then the amendment shall be effected by entering a written amendment to the Agreement. An amendment that does not change the substantive or financial commitments of the Agreement may be executed by the Wake County Manager, the CAMPO Executive Director, and the GoTriangle General Manager. Any other amendment to the terms of this Agreement to be effective must be in the form of a written instrument properly authorized and executed by the governing boards of each Party to this Agreement.

ARTICLE V RESPONSIBILITIES, FINANCIAL DUTIES and ASSUMPTIONS OF THE PARTIES

The responsibilities of the Parties are as follows:

5.01 GoTriangle shall carry out its legal, contractual, fiscal, and fiduciary duties as the administrator of the Tax District as follows:

- a. shall administer and manage the Tax District, including carrying out its legal, contractual, fiscal, and fiduciary duties;
- b. shall comply with the responsibilities of a local government prescribed by the North Carolina Budget and Fiscal Control Act;
- c. shall adhere to the Financial Plan as defined by this Agreement, and any amendments authorized thereto;
- d. shall adhere to the Equitable Use of Net Proceeds Within or to Benefit the Special District as defined in this Agreement;
- e. shall distribute the Financial Plan to each unit of local government within its jurisdiction in accordance with N.C.G.S. 105-508.1;

- f. shall use or expend all Wake County Tax Revenue and Wake Transit Plan Revenue only as specifically budgeted in the Wake County Transit Work Plan;
- g. shall not pledge, represent, appropriate, or covenant to appropriate any portion of Wake County Tax Revenue or Wake Transit Plan Revenue to cover any debt service, encumbrances, or operating or other expenses that do not arise from the Wake County Transit Work Plan;
- h. shall maintain adequate Operating Fund Balances and Capital Fund Balances in the Wake Transit major operating and capital funds per debt and capital policies and guidelines mutually agreed to by TPAC;
- i. shall obtain approval from the Local Government Commission for all issuances of debt, certain capital leases, and other financial agreements as required by law;
- j. shall not, under the provisions of N.C.G.S. 160A-20, create any security interest in real or personal property funded by Wake Transit major operating and capital funds unless 100% of the proceeds of the related financing are for projects in the Wake Transit Work Plan;
- k. shall ensure that any proceeds from the sale, transfer and disposition of property, or from insurance proceeds for projects funded by Wake County Transit Revenue be used for Wake Transit projects in accordance with the Wake Transit Work Plan;
- l. shall include provisions in all applicable financing documentation to the effect that GoTriangle has entered into an Agreement prohibiting the use of Wake County Transit Tax Revenues and Wake Transit Plan Revenue to fund debt service or other expenses that do not arise from the Wake Transit Work Plan;
- m. shall, unless otherwise agreed to by Wake County or included in the Wake County Transit Work Plan, in connection with the financing of capital facilities outside of Wake County, include provisions in all applicable financing documentation to the effect that GoTriangle does not intend to pay debt service or fund operating expenses or other costs associated with such capital facilities or the operation thereof from Wake County Tax Revenues and that GoTriangle has entered into an Agreement prohibiting the use of Wake County Tax Revenue for such purpose;
- n. shall maintain such books, records, and systems of accounts so that the expenditures of Wake County Tax Revenue and Wake Transit Plan Revenue are accounted for as expended on the Wake Transit Work Plan as budgeted and reported in the Wake Transit major operating and capital funds;
- o. shall provide any and all Financial Statements, accountings, reports, and information to TPAC within thirty (30) days of request, and produce drafts of documents created on behalf of the TPAC for review and feedback from TPAC prior to GoTriangle's issuance, approval, and release of

Comprehensive Annual Financial Reports, adopted budget documents, and applications for Grant Funding approval;

- p. shall not issue or authorize the issuance of any Preliminary Official Statement, Official Statement, or similar securities offering documents in connection with the financing of improvements by GoTriangle unless such document has previously been submitted to Wake County for review and comments regarding the nature of the security and sources of payment of the amounts due in connection with the financing;
- q. shall provide staff to serve on the TPAC;
- r. shall enter into Capital Funding Agreements and Operating Funding Agreements to study, plan, and construct public transit infrastructure capital Implementation Elements and to deliver other operating Implementation Elements as identified within the Wake Transit Work Plan;
- s. shall provide required financial and status reports on Implementation Elements budgeted and reported for the Wake Transit major operating and capital funds;
- t. shall annually review and approve required documents and perform other any other actions consistent with the terms of this Agreement or powers authorized by a process to be established by TPAC;
- u. shall coordinate approval of the components of the Wake County Transit Work Plan identified in Section 2.41 by the GoTriangle Board of Trustees;
- v. shall comply with N.C.G.S. 143-6A-4 regarding submissions or award of any bid or proposals to vendors, and contractors or subcontractors for any and all operating and project agreements;
- w. perform other any other actions consistent with the powers and duties set forth in N.C.G.S. 160A, Article 26;
- x. comply with N.C.G.S. 143-6A-4, the "Iran Divestment Act Certification"; and
- y. to the extent applicable, shall comply with 23 U.S.C. 134, 49 U.S.C. Chapter 53, and N.C.G.S. Chapter 136.

5.02 **CAMPO** shall carry out its legal, contractual, fiscal, and fiduciary duties as the Metropolitan Planning Organization as follows:

- a. shall coordinate/ align Wake Transit Plan Revenue with other transportation investment and state and federal funding;
- b. shall provide staff to serve on the TPAC;
- c. shall enter into Capital Funding Agreements to study and plan public transit infrastructure Capital Projects and deliver Implementation Elements as identified within the Wake County Transit Work Plan;
- d. shall provide required financial and status reports on Implementation Elements for which CAMPO is responsible that are funded in-part or wholly by the Tax District;
- e. shall serve as the coordinating agency between the Parties, N.C. Department of Transportation, and federal agencies including but not limited to the Federal Highway Administration, the Federal Transit Administration, and the Federal Railroad Administration;

- f. shall annually review and approve required documents;
- g. shall coordinate approval of the components of the Wake County Transit Work Plan by the Capital Area Metropolitan Planning Organization Executive Board;
- h. shall identify projects using federal transit funding and ensure that the multi-year operating program, the Annual Operating and Capital Budgets including such projects are coordinated with the annual program of projects ("POP") and Transportation Improvement Program;
- i. shall comply with N.C.G.S. 143-6A-4, the "Iran Divestment Act Certification";
- j. when applicable and appropriate, shall apply for, secure, and direct reasonably available funding toward components of the Wake County Transit Work Plan consistent with its other responsibilities within the MPO;
- k. shall program and administer funding, including but not limited to grant funding, and perform all required duties to apply for, coordinate, and align transit funding, if applicable and appropriate, with other transportation investment and state and federal funding; and
- l. shall perform other any other actions consistent with the powers and duties set forth in 23 U.S.C. 134 *et seq.*, 49 U.S.C. Chapter 53 and as recognized under the laws of North Carolina pursuant to N.C.G.S. Chapter 136.

5.03 **Wake County** shall carry out its legal, contractual, fiscal, and fiduciary duties as a unit of local government as follows:

- a. shall provide staff to serve on the TPAC;
- b. shall call a Conference Committee, if required under Article VII and Article X of this Agreement;
- c. shall serve in an advisory capacity for operation and management of transit services and review of financial data, work plan, and projections for all Capital and Infrastructure projects under this Agreement through membership and/or appointment to the TPAC;
- d. shall call an advisory referendum before the voters of Wake County for the purpose of authorizing the levy of a ½ percent sales tax for transit;
- e. shall not issue any general obligation bonds, or appropriate property tax revenue or Article 39, 40, 42, 44, or Medicaid hold harmless sales tax revenue to subsidize or supplant revenues for projects and transit services in the Wake County Transit Plan;
- f. comply with N.C.G.S. 143-6A-4, the "Iran Divestment Act Certification";
- g. perform other any other actions consistent with the powers and duties set forth in N.C.G.S. Chapter 153A and N.C.G.S. 105-561 *et seq.*; and
- h. to the extent applicable, shall comply with 23 U.S.C. 134, 49 U.S.C. Chapter 53, and N.C.G.S. Chapter 136.

ARTICLE VI
ANTICIPATED ROLES OF TRANSIT SERVICE PROVIDING ENTITIES and
NON TRANSIT SERVICE PROVIDING MUNICIPALITIES

6.01 Transit Service- Providing Entities

The Parties contemplate that the Transit Service Providing Entities, meaning any municipality or agency that directly or through contract provides public transportation services in Wake County, including but not limited to the Town of Cary, City of Raleigh, Wake County, and GoTriangle (when functioning as a transit provider), shall participate at a minimum as follows:

- a. shall provide staff to serve on the TPAC;
- b. shall enter into Capital Funding Agreements and Operating Agreements to deliver Implementation Elements as identified within the Wake Transit Work Plan;
- c. shall provide required financial and status reports on Implementation Elements funded in-part or wholly by the Tax District; and
- d. shall perform any other responsibility consistent with statutory authority and the terms of this Agreement.

6.02 Non-Transit Service Providing Municipalities

The Parties contemplate that the Non-Transit Service Providing Municipalities, meaning any municipality located in Wake County that does not provide public transportation services, shall participate a minimum as follows:

- a. shall provide staff to serve on the TPAC;
- b. shall enter into Capital Funding Agreements to deliver Implementation Elements as identified within the Wake Transit Work Plan;
- c. shall provide required financial and status reports on Implementation Elements funded in-part or wholly by the Tax District; and
- d. shall perform any other responsibility consistent with statutory authority and the terms of this Agreement.

ARTICLE VII
PROCESS FOR RECOMMENDATION, APPROVAL, AND DEVELOPMENT OF
WAKE COUNTY TRANSIT WORK PLAN and OPERATING AND CAPITAL
PROJECT ORDINANCES and AGREEMENTS

7.01 The Wake County Transit Work Plan, which shall consist of the component documents outlined in Section 2.41, shall be assembled and reviewed by a date to be determined ("TBD") by TPAC as part of their organizational duties.

7.02 The TPAC shall present the Wake County Transit Work Plan to the CAMPO Executive Board and the GoTriangle Board of Trustees for approval by a date to be determined by TPAC. The schedule shall allow each agency adequate time to review documentation, identify concerns and coordinate issues prior to the commencement of the fiscal year for which the Wake Transit Work Plan is to be in effect. Included in the schedule shall be a procedure for the TPAC to plan for and schedule advanced review of Significant Concerns, if any, with the Go Triangle Board of Trustees and the CAMPO Executive Board.

7.03 Upon receipt of the documents of the Wake Transit Work Plan, the CAMPO Executive Board and Go Triangle Board of Trustees shall have 3 options:

- a. approve the Wake Transit Work Plan as recommended;
- b. develop a specific listing of minor issues or technical corrections for the Wake Transit Work Plan; or
- c. develop a specific listing of Significant Concerns with Wake Transit Work Plan.

7.04 If the CAMPO Executive Board or Go Triangle Board of Trustees creates a detailed listing of minor issues or technical corrections for the recommended Wake Transit Work Plan, staff of the respective Boards will make corrections and both Boards will review the modified documents for approval.

7.05 If the CAMPO Executive Board or GoTriangle Board of Trustees creates a detailed listing of Significant Concerns with the recommended Wake Transit Work Plan, this listing shall be forwarded to a Conference Committee process as defined in Article X of this Agreement. If the Conference Committee process will extend past the commencement of the fiscal year for which the Wake Transit Work Plan is to be in effect, a sixty (60) day Operating Budget Ordinance allowing operations to continue at current funding levels may be enacted and only Capital Projects for which funds have been previously appropriated may continue.

7.06 For FY 2017, items identified in 7.01 shall be presented at the time of adoption of the ½ percent local option sales tax, if it is adopted, or no later than **January 15, 2017**. No funds shall be spent or costs obligated until items identified in the Wake County Transit Work Plan are presented by the TPAC and approved by the regular and statutorily prescribed processes of the CAMPO Executive Board and the Go Triangle Board of Trustees. The format of items identified in the Wake County Transit Work Plan shall be agreed upon by TPAC by a date TBD, but no later than **October 1, 2016**.

7.07 All Parties in this Agreement, or their authorized representative, shall have the right to inspect, examine, and make copies of any and all books, accounts, invoices, records, electronic files, agreements, minutes, and other writings and work products related to the funding of Tax District operations or projects. The cost of any audit or review conducted under the authority of this Section is the responsibility of the Party requesting the audit or review unless a material breach is detected, in which case the breaching party shall be responsible for the reasonable costs of audit or review.

7.08 Implementation. An Operating or Capital Project Funding Agreement shall be approved and distributed for each Implementation Element consistent with the requirements of Article VIII. These agreements must be prepared prior to distributing funds and starting the Project(s).

ARTICLE VIII REQUIRED CAPITAL PROJECT FUNDING & OPERATING AGREEMENTS

8.01 For each Capital Project or a group of projects under a Master Agreement appropriated in the annual Capital Project Ordinance, a Capital Project Funding Agreement is required. This Capital Project Funding Agreement shall set forth at a minimum:

- a. Technical project description with anticipated project performance characteristics;
- b. Project implementation schedule and milestones;
- c. Detailed revenue and expenditure projections by fiscal year;
- d. Reporting requirements;
- e. Plan for return of funds if project fails;
- f. Audit provisions;
- g. Allocation of matching funds for local systems if applicable;
- h. If project is debt funded, provisions for addressing any items required for title, debt covenants, or other related items;
- i. A provision that the designated sponsor must as a condition of the agreement undertake and complete any projects already under contract to complete with no supplantation of funding;
- j. Public involvement and engagement expectations.
- k. Reporting requirements;
- l. Method for termination;
- m. Issue resolution process; and
- n. Audit provisions.

If any such capital or infrastructure project covered by a capital funding agreement or Master Agreement involves federal or state funding that is otherwise under the distribution and program management responsibility of CAMPO or, regardless of funding source, constitutes a regionally significant project as defined in 23 CFR § 450.104, CAMPO shall be a party to the agreement.

8.02 For each Implementation Element of the Wake County Work Plan funded in the Annual Operating Budget, an Operating Agreement is required. The Operating Agreement shall set forth at a minimum:

- a. Description of operations;
- b. Allocation of costs and funding sources consistent with multi-year operating program and annual operating budget amounts;
- c. Minimum annual service performance evaluation method;

- d. Respective roles of parties and transit agencies in the provision of the projects and services outlined;
- e. Issue resolution process;
- f. Method for termination;
- g. All Federal Transit Administration required certifications and assurances in accordance with 23 U.S.C. 134, 29 U.S.C. 623, 42 U.S.C. 2000, 42 U.S.C. 6102, 42 U.S.C. 12112, 42 U.S.C. 12132, 49 U.S.C. 5303; 49 U.S.C. 5332, 29 CFR Part 1630, 41 CFR Parts 60 *et seq.*;
- h. Reporting requirements; and
- i. Public involvement and engagement expectations.

If any such operating project covered by an Operating Agreement or Master Agreement involves federal or state funding that is otherwise under the distribution and program management responsibility of CAMPO or, regardless of funding source, constitutes a regionally significant project as defined in 23 CFR § 450.104 , CAMPO shall be a party to the agreement.

Before any Operating Agreement is executed, GoRaleigh, GoTriangle in its capacity as a transit provider, the Town of Cary, and Wake County TRACS shall enter into and execute a master joint agency operations agreement that commits the transit agencies to implementing all projects contained within the Wake County Transit Plan and that lays out provisions ensuring cost-effective delivery of operating projects, minimum service standards, and any other provisions ensuring operating projects funded with Wake County Tax Revenue and Wake Transit Plan Revenue are carried out at a level of quality and efficiency consistent with transit operations best practice conventions.

ARTICLE IX

PROCESS FOR CAPITAL, NON-CAPITAL, INFRASTRUCTURE, and SERVICE DELIVERY PROJECTS REPORTING

9.01 The Tax District shall be reported as a Component Unit and shall include the Wake Transit major operating and capital funds separate from any and all major funds and/or other special tax districts within the Tax District, in the body of annually audited financial statements, as required by Governmental Accounting Standards Board (GASB) standards for major funds reported by blended component units. As administrator of the Tax District, GoTriangle shall present an annually audited financial statement for the separate component unit by **December 15th** of the subsequent fiscal year to the CAMPO Executive Board and the Wake County Board of Commissioners.

9.02 At the time of the presentation of the annually audited financial statements, GoTriangle shall present an update of the Wake County Transit Work Plan projects including project milestones and timelines and operations of the system. This presentation shall be considered an Annual Wake Transit Report.

9.03 GoTriangle, as administrator of the Tax District, shall issue Quarterly Financial Reports (non-GAAP) for the quarters ending **September 30th , December 31st March 31st** to the TPAC for the Wake Transit major operating and capital funds. These Reports will be due 60 days after the end of the respective quarter. The format of this report shall be agreed upon by the Parties to this Agreement by **October 1, 2016**.

9.04 At the time of the submittal of the quarterly financial reports, GoTriangle shall also submit an update of projects including project milestones and timelines and transit operations. The format of this report shall be agreed upon by the Parties of this agreement by **October 1, 2016**.

ARTICLE X CONFERENCE COMMITTEE

10.01 **Creation.** If Wake County, CAMPO, or Go Triangle has a Significant Concern that may affect the ability to proceed with the Recommended Wake Transit Work Plan or any element of implementation of the same, then the Wake County Board of Commissioners will call for the creation of a Conference Committee for the resolution of the same. The purpose of the Conference Committee will be limited to resolving the issue(s) identified in a Significant Concern listing. The Conference Committee will be convened within fifteen (15) days of the receipt of the listing of Significant Concerns.

10.02 **Minimum Membership.** The Conference Committee will consist of at least two (2) Board of Commissioner members appointed by Wake County, two (2) Executive Board members appointed by CAMPO, and two (2) Board of Trustee members appointed by GoTriangle. The Parties shall each designate members and provide a listing of names within (15) days of the receipt of listing of Significant Concerns with recommended Wake Transit Work Plan.

10.03 **Other Membership.** The Wake County Board of Commissioners shall, at its discretion, appoint members representing other transit agencies, municipalities, areas or Wake County residents at large. The Board may also consider representatives with specific technical perspectives or knowledge. At least one (1) other member shall be appointed at all times to allow for the Conference Committee to have an odd number of members.

10.04 **Staff Resources.** The Parties to this Agreement agree to provide all staff resources required to understand the issue(s) identified in the listing of Significant Concerns with the recommended Wake Transit Work Plan to the Conference Committee.

10.05 **Facilitation.** The Wake County Board of Commissioners shall, at its discretion, appoint a facilitator to the Conference Committee. The facilitator shall work with staff and the Conference Committee to understand the listing of Significant Concerns and develop multiple scenarios / options for resolution. Although each scenario must result in a viable Wake Transit Work Program, they may differ in the amount of changes proposed.

10.06 **Decision-making.** The Conference Committee shall consider all recommended scenario / options. If consensus is not attained on any of the scenario / options, the Committee shall vote on each scenario / option and the scenario / option with the highest number of votes will be selected. If two or more scenario / options receive the same number of votes, the Conference Committee will break the tie vote.

10.07 The decision of the Conference Committee shall be binding on the TPAC.

ARTICLE XI AGREEMENT RELATED DISPUTE RESOLUTION

It is the desire and intent of the Parties to resolve any disputes in a collaborative manner and to avoid, if possible, the expense and delay of litigation. In the event that any Party cannot resolve an issue with another Party under this Agreement, the affected Party shall engage in the following process:

- a. Any Party may give written notice to another Party or Parties of any dispute not resolved in the ordinary course of business. Within ten (10) business days after delivery of the written notice by regular or electronic mail, the receiving Party(ies) shall submit a written response to the disputing Party, and designate in the notice a representative who will represent that Party in the negotiation to resolve the dispute.
- b. Within ten (10) business days of receiving the response, the appointees of the disputing and receiving Parties shall meet at a mutually acceptable time and place, and thereafter, as often as necessary to resolve the dispute.
- c. All reasonable requests for information made by one Party to the other shall be honored in a timely fashion to permit constructive discussion.
- d. If the dispute cannot be resolved, including a dispute about entering an Amendment to the Agreement, one or more of the Parties shall submit a detailed listing of Significant Concern(s) to the Wake County Board of Commissioners to request a Conference Committee.
- e. The duty to engage in dispute resolution is a material part of this Agreement enforceable by equitable relief.
- f. Upon failure to resolve a dispute through the steps outlined in this Agreement, any Party may engage in other dispute resolution processes agreed upon by the Parties or pursue any legal or equitable remedies available.

ARTICLE XII NON-ASSIGNMENT DELEGATION OF DUTY

12.01 No Party shall assign any portion of this Agreement or the rights and responsibilities hereunder to another person or entity who is not a party to this Agreement

without the prior written consent of the other Parties. Notwithstanding the above, nothing herein shall restrict the rights of any party to contract with any third-parties for the implementation of the Wake County Transit Work Plan as contemplated herein.

12.02 Except as expressly stated herein, this Agreement shall not change the delegation of any duty previously delegated to a Party by federal law, state statute, local ordinance or resolution, and shall not create any new duty which does not exist under federal law, state statute, local ordinance or resolution.

12.03 Nothing herein shall modify, abridge, or deny any authority or discretion of Wake County with regard to calling for a special election as set forth in N.C.G.S. 163-287 or considering authorization to conduct a referendum by vote as set forth in N.C.G.S. Chapter 105, Article 43, Part 3.

12.04 Nothing herein shall modify, abridge, or deny any authority or discretion of any Party or municipality to independently develop, administer, or control transportation projects pursuant to enumerated authority or funding sources separate from the authority and funding sources outlined in this Agreement.

ARTICLE XIII OTHER PROVISIONS

13.01 **No Third Party Beneficiaries.** This Agreement is not intended for the benefit of any third party. The rights and obligations contained herein belong exclusively to the Parties hereto, and shall not confer any rights or remedies upon any person or entity other than the Parties hereto.

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

13.03 **No Waiver of Qualified Immunity.** No officer, agent or employee of any Party shall be subject to any personal liability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officers, agents, or employees shall be deemed to execute this Agreement in their official capacities only, and not in their individual capacities. This section shall not relieve any such officer, agent or employee from the performance of any official duty provided by law.

13.04 **Ethics Provision.** The Parties acknowledge and shall adhere to the requirements of N.C.G.S. 133-32, which prohibits the offer to, or acceptance by any state or local

employee of any gift from anyone with a contract with the governmental entity or from a person seeking to do business with the governmental entity.

13.05 Governing Law, Venue. The Parties acknowledge that this Agreement shall be governed by the laws of the State of North Carolina. Venue for any disputes arising under this Agreement shall be in the courts of Wake County, North Carolina.

13.06 Entire Agreement. The terms and provisions herein contained constitute the entire agreement by and between the Parties hereto and shall supersede all previous communications, representations or agreements, either oral or written between the Parties hereto with respect to the subject matter hereof.

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

13.08 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original.

13.09 Verification of Work Authorization. To the extent applicable, all Parties, and any subcontractors hired for purposes of fulfilling any obligations under this Agreement or any Operating Agreement or Funding Agreement contemplated by this Agreement, will comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, "Verification of Work Authorization," and will provide documentation or sign affidavits or any other documents requested by either party demonstrating such compliance.

[Signature pages follow this page]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in their corporate names by their duly authorized officers, all by the Resolution of their governing board, spread across their minutes, as of the date first above written.

**RESEARCH TRIANGLE REGIONAL
PUBLIC TRANSPORTATION
AUTHORITY (d/b/a GoTriangle)**

By: 
Jeffrey G. Mann, General Manager

This instrument has been preaudited in the manner required by The Local Government Budget and Fiscal Control Act.


Saundra Freeman, Chief Financial Officer
for GoTriangle

[Seal]

ATTEST:

Clerk

By


Michelle CDawson
Assistant Secretary

This instrument is approved as to form and legal sufficiency.

Shelley Blake

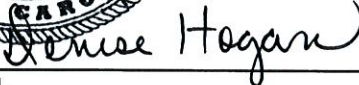

General Counsel for GoTriangle

WAKE COUNTY, NORTH CAROLINA

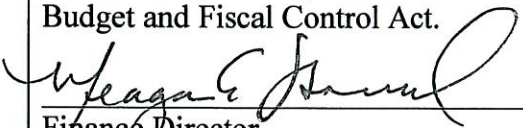


By: 
County Manager

Clerk


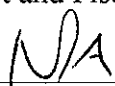

Denise Hogan

This instrument has been preaudited in the manner required by The Local Government Budget and Fiscal Control Act.


Finance Director
Wake County, North Carolina

This instrument is approved as to form and legal sufficiency.


County Attorney

<p>CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION (CAMPO)</p> <p>CAMPO</p> <p>By: <u></u> Executive Director</p>	<p>This instrument has been preaudited in the manner required by The Local Government Budget and Fiscal Control Act.</p> <p><u></u></p> <p>Finance Director City of Raleigh, North Carolina (Designated fiscal agent for CAMPO)</p>
<p>ATTEST:</p> <p>By: _____ Valorie D. Lockhart</p>	

State of North Carolina

County of Wake

I, Valorie D. Lockhart, a Notary Public for said County and State, do hereby certify that Chris Lukasina personally came before me this day and acknowledged the due execution for the foregoing instrument.

Witness my hand and official seal, this the 27 day of October, 2016.



Valorie D. Lockhart

Valorie D. Lockhart, Notary Public

My commission expires: February 17, 2021

Exhibit A

Recommended Wake County Transit Plan

A Wake County Transit Investment Strategy Report



JARRETT WALKER + ASSOCIATES Kimley-Horn

DECEMBER 2015

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Foreword

Our population of more than 1 million grows by 63 people per day, or roughly 23,000 per year. As Wake County continues to grow into one of America's most dynamic and desirable urban areas, the transportation needs and desires of its residents are also growing.

As the population increases, it is triggering a number of impacts:

- Congestion on our roads is worsening, even as additional money is spent to improve and expand the roadway network. Therefore, it is crucial to provide alternatives to car travel.
- The County's real estate market is seeing a significant rise in demand for urban living spaces in places like downtown Raleigh. As more and more people make these areas their home, these areas will become more densely populated, resulting in less dependence on cars and a surge in demand for transit.
- Wake County residents need increased access to jobs, school, medical appointments, and shopping but cannot drive, don't own a car, or choose not to drive. This includes low income individuals, seniors, millennials, and school-aged populations.

People want or need more options. That is exactly what the Recommended Wake County Transit Plan delivers. Wake County is home to an economically, socially, and demographically diverse population. The goals and needs of residents and employees in the County are equally varied, as revealed through this plan's public outreach process.

The proposed plan addresses those multifaceted perspectives and will help ensure that our community remains one of the best places to live and work in the country. Our ability to get around and connect with others is a significant factor in our high quality of life. This plan is designed to change the face of transportation in Wake County by offering more frequent bus service that covers larger areas and spans longer hours as well as rapid bus service along major transportation corridors and commuter rail linking Garner, Raleigh, NC State University, Cary, Morrisville, Research Triangle Park, Durham, and Duke University.

Expanding the transit system is a strategy that also offers long-term benefits. High quality transit services encourage people who value transit to locate near good transit services. Over time, this increases the "fit" between the transit system and the population, leading to increased ridership growth and housing, offices, and retail environments that provide the full range of lifestyle options the market demands. Enhanced transit can also help Wake County remain competitive in a global economy by making it easier for employees to get to their jobs, thus helping businesses attract and retain talent.



JARRETT WALKER + ASSOCIATES Kimley»Horn

This plan would invest \$2.3 billion in the first 10 years of implementation. The primary funding would come from a voter-approved half-cent sales tax increase—which is expected to be placed on the November 2016 ballot—vehicle registration fees, vehicle rental tax revenues, federal and state contributions, existing local revenues that fund current transit services, and fares paid by bus and train customers.

This plan is divided into the following chapters: Section 1 (Background) briefly summarizes the purpose and initiation of this study. Section 2 (Recommendations) details the recommended transit plan. Section 3 (Existing Conditions) describes the recent population, employment, and transportation trends in the County. Section 4 (Plan Development Process) provides more information on the study process. Section 5 (Implementation and Finance) discusses the implementation and funding strategy for the first 10 years of the plan.

The Transit Plan envisions four "big moves" to connect the region across county lines, connect all Wake County communities to the transit network, provide frequent, reliable urban mobility to the densifying areas of the County, and give enhanced access to transit across Wake County. This will be accomplished by tripling of bus service in Wake County, investing in commuter rail and bus rapid transit infrastructure to enhance speed and reliability for transit customers, and focusing on improving the transit customer experience.

1

Background

Background

The Wake Transit Investment Strategy has been a one-year planning process. It reopened a conversation that the County has had in previous years, but with a renewed focus on public engagement and education. The resulting plan is based directly on input from members of the public and strives to create a vision for the most appropriate transit plan for Wake County.

Wake County led the study, along with six other funding partners (see below). Representatives from each municipality, railroad agencies, business advocacy groups, and transit advocacy groups also were invited to participate on the committee that guided technical decisions on the project.

Wake County's funding partners include:

- City of Raleigh/GoRaleigh
- Town of Cary/C-Tran
- GoTriangle
- Capital Area Metropolitan Planning Organization (CAMPO)
- Research Triangle Park
- North Carolina State University
- Raleigh-Durham International Airport (RDU)

About the Reports

This is the third and final report at this stage in this process. The Recommended Wake County Transit Plan will be finalized following public hearings in the spring. The first two reports, listed below, are available on the study website at www.waketransit.com.

- Wake County's Transit Choices was the first report in the study. It presented information about the region related to transit, including previous transit planning efforts, economic and social data, and current and projected future transportation demand. It explored a range of potential transit tools and how they might be applied. The report then presented a series of questions for Wake County citizens and elected officials to think about when deciding their transit future. This began the conversation about understanding how transit works and the important trade-off decisions that a community must make as it prioritizes funding for transit.

- Wake County Transit Alternatives was the second report. Building on the first report, it described the development of four transit scenarios that reflect potential choices that could be made by Wake County residents. These scenarios were developed following extensive analysis of the reasonableness and feasibility of applying the many potential transit options in Wake County that have been used across the country and around the world.

Transit Planning in Wake County

As a part of this planning process, many Wake County residents and stakeholders expressed ideas to expand the transit network beyond what is proposed in the first 10 years. As transit continues to see success in Wake County, the community will have additional opportunities to build on these successes and consider the best next projects.

Transit visioning and resource allocation will continue to be an important part of the overall transportation planning process. CAMPO updates its Metropolitan Transportation Plan (MTP) every four years. Municipalities revisit their transportation and land use plans regularly, either individually or as part of CAMPO. These local plans incorporate transit as part of the transportation network, include the costs associated with capital improvements, and address zoning related to land uses along the transit corridor.

In addition, public transit providers will regularly revisit the routes, frequencies, and spans of existing services to look for demand and opportunities for changes or expansion. Local planning and transit operating agencies will work with the community to best align transit with population and employment shifts.

Process Overview

(More detail on the study process is in Section 4 of this report.)

The study began with the underlying understanding that there is not one right way to build an enhanced transit system. During development of the Transit Plan, two primary trade-offs were identified:

- Ridership versus coverage. A ridership goal designs a system that would carry the maximum number of people. A coverage goal designs a system to provide access to as broad an area as feasible.
- Infrastructure versus service. An infrastructure goal designs a system where more money is spent on up-front capital expenditures. A service goal allocates more money toward increasing the number of vehicles operating through the system.

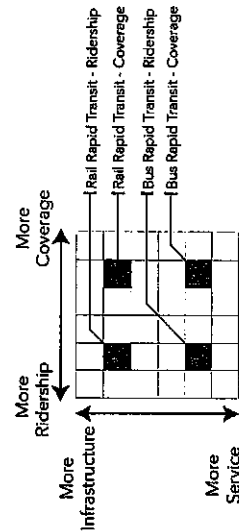


Figure 1: The Four Scenarios

Information about these trade-offs was shared with the public, which was asked to reflect on where Wake County is on the spectrum of each question. The survey results indicated some preference for ridership over coverage (70% ridership, 30% coverage), and a 50/50% split for infrastructure versus service.

Four intentionally different scenarios were developed to demonstrate how the two sets of trade-offs can be applied within Wake County. These four scenarios each represented different points on the ridership/coverage and infrastructure/service spectra, as shown in Figure 1. The final plan was developed using input from both rounds of public outreach, a statistically-valid poll, feedback from a 76-member advisory committee, and a series of small group meetings with stakeholders representing various demographic groups.

As further detailed in Section 4, the County engaged in a broad and inclusive public involvement process including a kickoff meeting in December 2014 as well as over 250 events and meetings throughout 2015 to educate the public and seek their input. Further public comments will be encouraged following the release of this draft document.

The following terms will be used to describe the recommended transit plan:

- Bus Rapid Transit (BRT): A range of speed and reliability improvements such as dedicated busways and fixed stations with off-board fare collectors.
- Commuter Rail Transit (CRT): A train operating on shared tracks with freight and Amtrak vehicles in the freight right-of-way.
- Fixed-route: Transit routes that operate on the same route on a published schedule.
- On-demand: Transit service that varies each trip based on the need of the individual users.



2

Recommended Wake County Transit Plan

Recommended Wake County Transit Plan

This section details the recommended enhanced transit plan. It describes each type of service and technology included in the Transit Plan and compares the future services with existing transit service in the County.

Big Moves: Enhanced Transit in Wake County

Wake County has had various forms of transit service over the years, with bus services since the 1950s. Residents in our county have expressed desire for additional transit and an improved rider experience. In response, the anticipated funding incorporated as part of this plan provides sufficient resources to substantially expand and enhance the system. This will allow the County to catch up with current demand, anticipate future demand, and make notable improvements to the user experience (as shown in Figure 2). Wake County is currently in the bottom range of its peers in terms of service hours provided per capita.

The recommended plan makes four big moves—major improvements in four key areas, shown on the next four pages.

As shown in Figure 2, proposed transit plan will change the level of per capita investment in transit relative to peer regions.

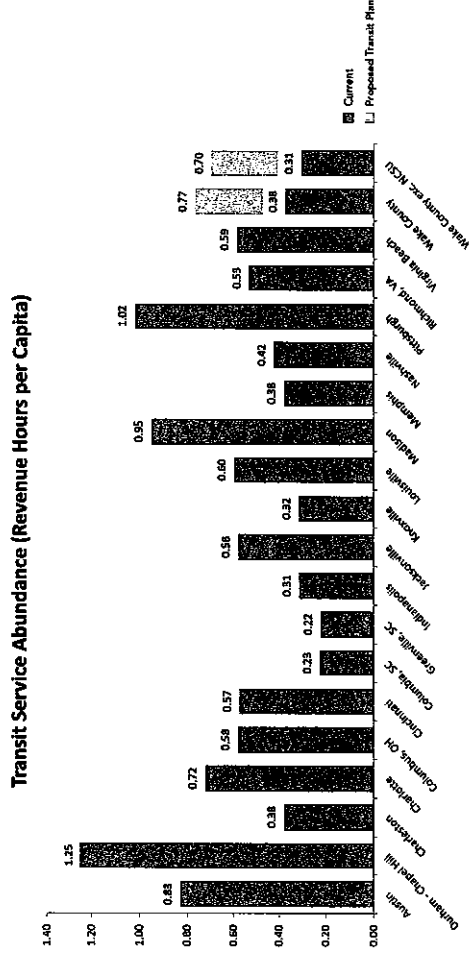


Figure 2: Peer City Transit Abundance (Annual Revenue Hours of Service per Capita)



Recommended Wake County Transit Plan

Big Move 1:

Connect Regionally

Cross-county connections will be strengthened with a variety of bus and rail investments. The Wake County Transit Plan will fund the Wake County share of a new commuter rail in the NCRR corridor. This commuter rail line also could eventually extend to Johnston County to the east, with state, federal, and Johnston County support. The Transit Plan also would enhance the connections to Orange County, RDU, and other key destinations with more frequent express bus routes while providing strong connections to the planned light rail line linking Orange and Durham Counties. Other agencies, including the adjacent counties, would participate in funding the interregional connections.

This figure illustrates major elements of each connection across the region proposed in the first 10 years.

Key Investments:

- 37-mile commuter rail connecting Garner, Raleigh, NCSU, Cary, Morrisville, RTP, Durham, and Duke
- Enhanced connections to RDU and Chapel Hill

Key Benefits	
Today	Proposed with Transit Plan
With today's traffic, if you plan a trip from Durham to Raleigh at 5:00 PM using NC 147 and I-40, an online mapping tool indicates that the trip will take between 35 minutes to 1 hour and 20 minutes. The variation in time and the potential for delay has huge impacts.	Traveling at peak times, the Commuter Rail will travel between Durham and Raleigh on a consistent and reliable 45 minute or less schedule

CONNECT REGIONALLY

————	Durham-Wake Commuter Rail More frequent in peak hours
.....	Option for Future Expansion
————	GoTriangle Express Bus Regional service with limited stops
————	Durham-Orange Light Rail Proposed light rail line connecting UNC, Duke, and Downtown Durham

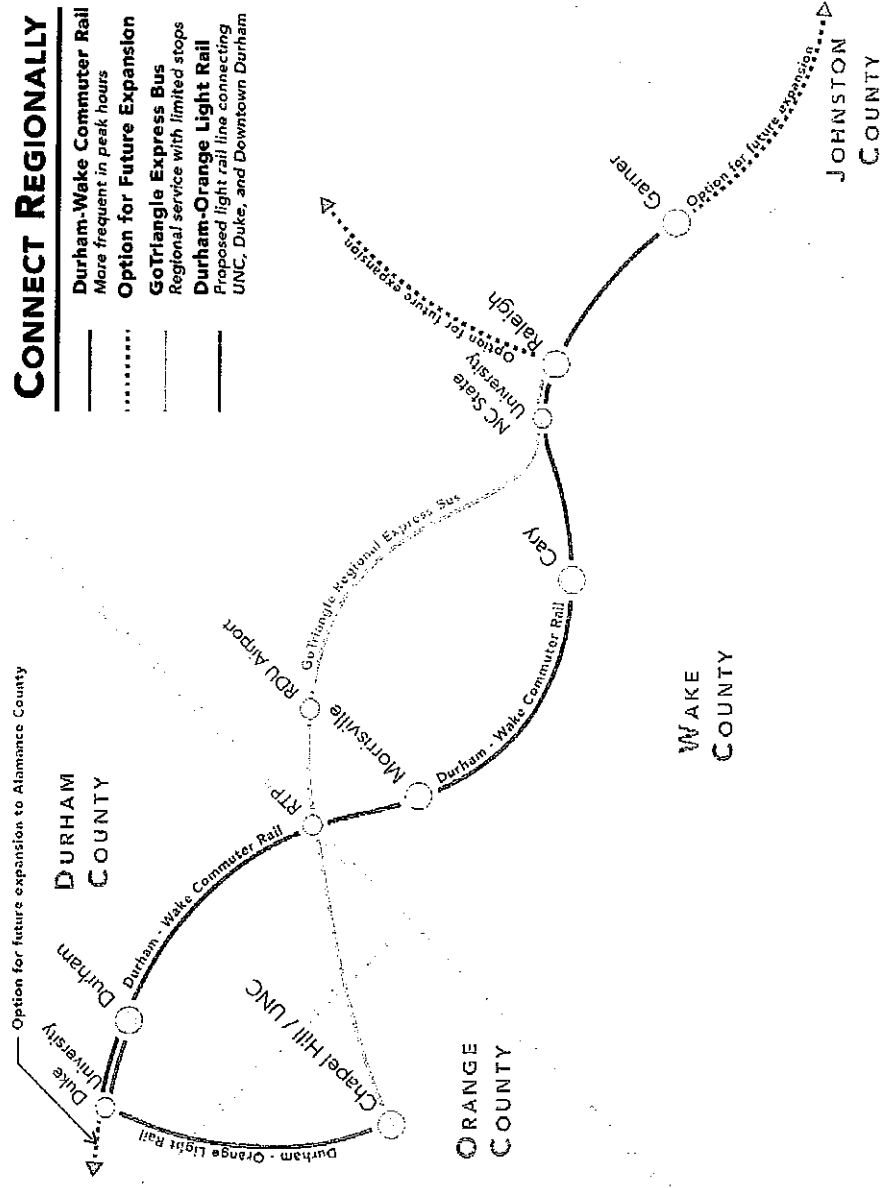


Figure 3: Big Moves: Connect Regionally

Recommended Wake County Transit Plan

Big Move 2:

Connect All Wake County Communities

The new plan will connect all 12 municipalities. This will include links between the communities and downtown Raleigh. New links also are provided between some of the smaller communities for employment, shopping, and medical trips. These connections will be a combination of 30- and 60-minute all day service, peak-only service, and commuter rail.

The proposed plan will connect the twelve municipalities, RTP, the airport and many other major destinations. The figure to the right shows the range of services that will connect the Wake County communities. Thirty-minute all-day services connect to Cary, Morrisville, RTP, the airport, and the Wake Tech campus on the northern edge of Fuquay-Varina. Sixty-minute all-day services connect to Apex, Garner, Knightdale, and Wake Forest. Peak focused services, including the regional commuter rail, are provided to and between other communities and destinations. Additionally, BRT infrastructure such as dedicated busways, will benefit all buses using those routes. As the communities grow and change over time, it is anticipated that the transit connections also will change and grow.

Key Investments:

- Service to all 12 municipalities
- Service to RDU and RTP
- Service to Durham

Key Benefits:

- Network supports each County community with transit service
- Roadmap for how transit services can grow as communities grow
- Links communities to make multiple trips possible



CONNECT ALL WAKE COUNTY COMMUNITIES

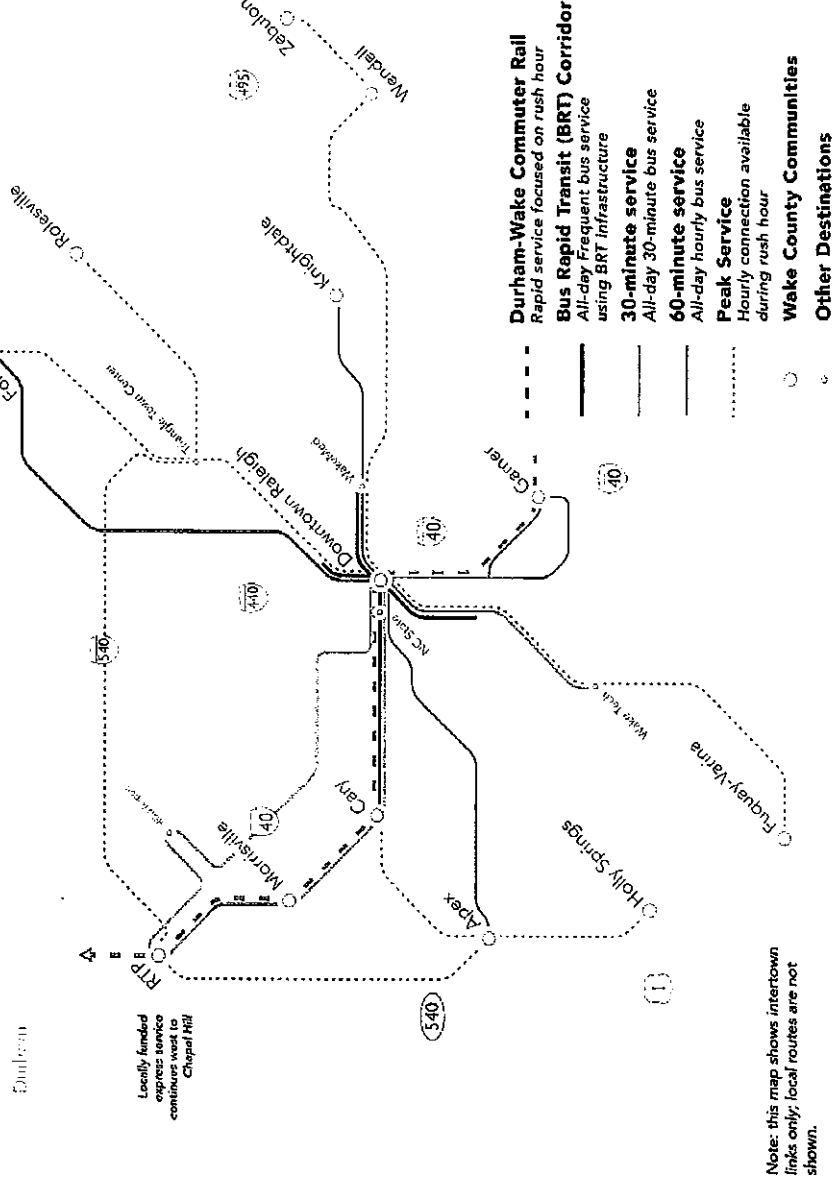


Figure 4: Big Moves: Connect All Wake County Communities

Recommended Wake County Transit Plan

Big Move 3:

Frequent, Reliable Urban Mobility

The size of the frequent network (15 minutes or better all day) in Raleigh and Cary will increase from 17 miles to 83 miles. Weekend and evening service hours will expand throughout the County, which is particularly important to people working in the service sector and other jobs that don't follow a traditional 9-to-5 weekday schedule. BRT improvements along the north, east, south, and west corridors will improve the speed, reliability, and amenities of bus services.

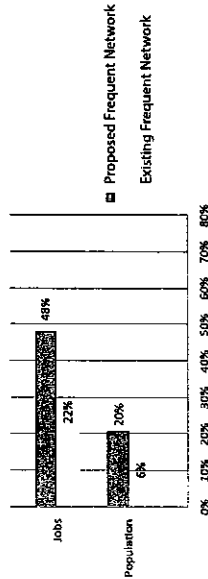
Frequent service follows patterns of high demand (usually characterized by density, walkability, linearity, and proximity).

BRT is a key element of enhancing urban mobility in the Transit Plan. This can comprise many different speed and reliability improvements, including exclusive busways in many locations as well as priority treatment at traffic signals and fixed stations with off-board fare collection to speed boarding.

Key Investments:

- 83 miles of frequent network
- 20 miles of BRT infrastructure

Key Benefit: Population and Jobs within 3/4 Mile of All-Day Frequent Service



FREQUENT, RELIABLE URBAN MOBILITY

All-Day Frequent Service for High-Demand Places*

Bus Rapid Transit (BRT) Corridor

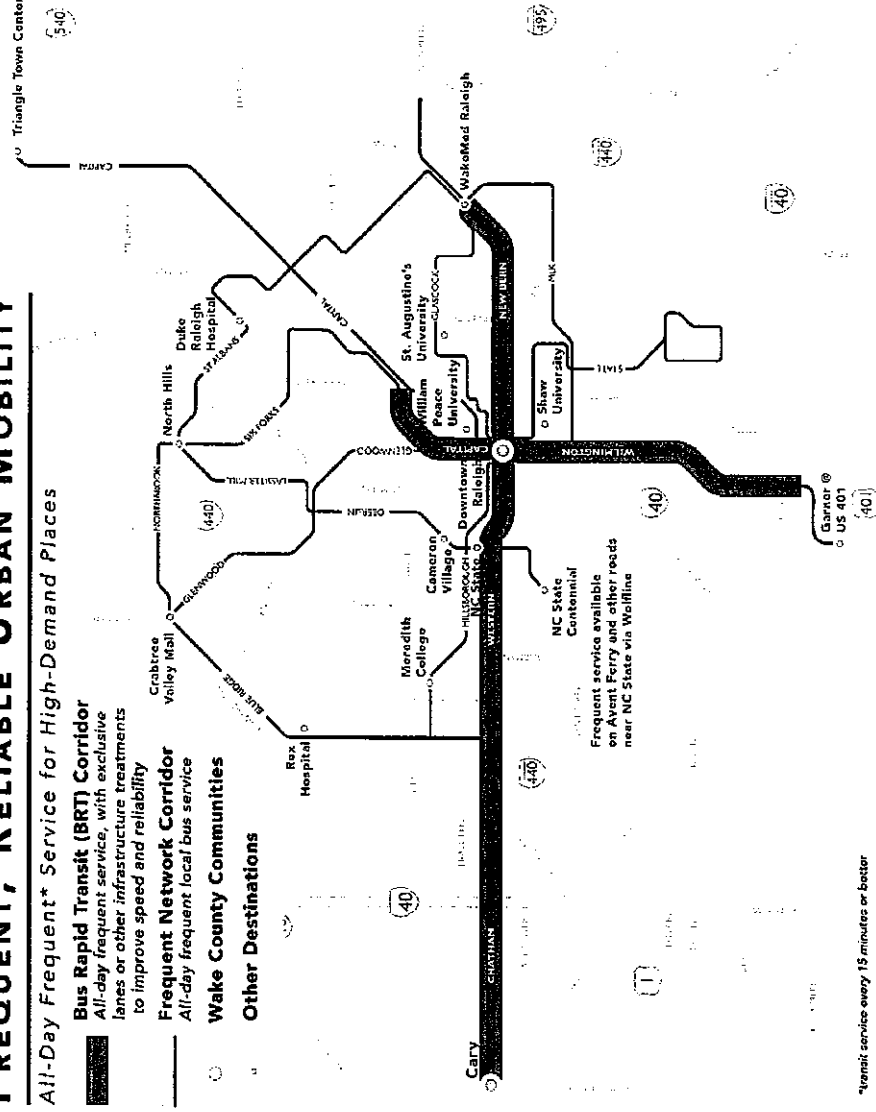
All-day frequent service, with exclusive lanes or other infrastructure treatments to improve speed and reliability

Frequent Network Corridor

All-day frequent local bus service

Wake County Communities

Other Destinations



*transit service every 15 minutes or better

Figure S: Big Moves: Frequent, Reliable Urban Mobility

Recommended Wake County Transit Plan

Big Move 4:

Enhanced Access to Transit

The Transit Plan will improve fixed-route service by extending the number of hours per day and days per week the transit system operates, increasing frequency and expanding the extents of many fixed routes, especially in Raleigh and Cary. The Transit Plan also will improve non-fixed route paratransit service by increasing funds for TRACS (serving non-urbanized Wake County). Finally, the plan includes a 50% match for towns to establish local services. The towns will work with the County and transit agencies to set the frequency and span of service, and choose the sizes and types of vehicles based on the needs of their residents. The 50% match would be available for the 10 municipalities (other than Raleigh and Cary) that are not currently directly funding transit systems.

The blue areas of the figure to the right represent areas with relatively close access to transit service (within ¼ mile), and the green areas represent municipalities that are eligible for 50% match funding for local service. Wake County TRACS on-demand service is provided in all non-urbanized areas in the County on a prioritized, on-demand basis. The Transit Plan provides additional funding for this service. The plan also includes substantial investment in on-street infrastructure to support bus service across the County, including more and better stops, shelters, and access to stop facilities.

Key Investments:

- 3x bus service
- Increased hours of service across the network
- Increased Saturday and Sunday Service
- Matching funds for community-based transit services

Key Benefits — Hours and Days of Operations Increase Proposed with Transit Plan	
Some routes don't operate on Saturday and Sunday	All local routes operate 7 days a week
Many routes stop operating at 6:00 PM	Hours of operation extend until midnight or later
Many routes provide infrequent service through midday	Local routes maintain frequency through midday

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ENHANCED ACCESS TO TRANSIT



Areas Close to Fixed-Route Service

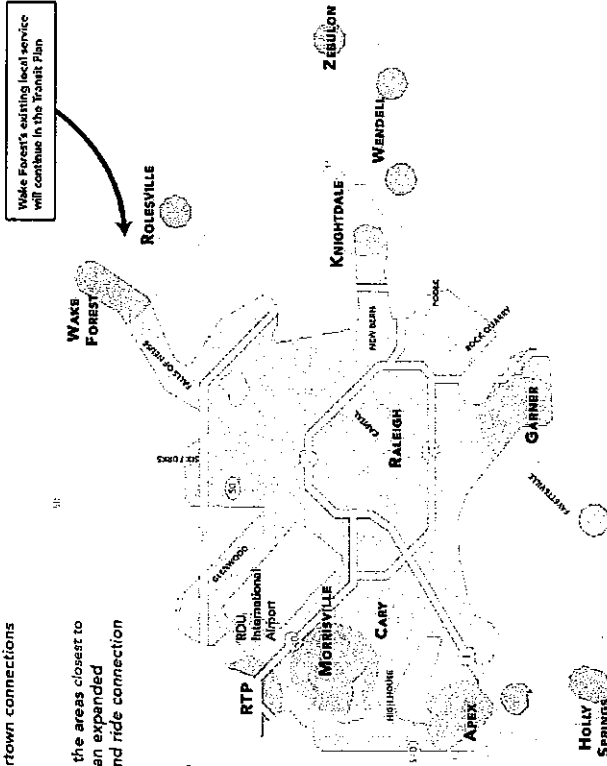
Shaded areas are within 3/4 of a mile of fixed-route bus services, regional express or intertown connections during the first 10 years of the plan.

Flexible Service Area

The entirety of the county outside of the areas closest to fixed-route service will be served by an expanded on-demand call-in program of vans and ride connection services called "Wake TRACS."

Community Funding Areas

Matching funding will be set aside to partner with towns in southern and eastern Wake County with limited fixed-route transit service offerings to create or accelerate new or enhanced service in these areas. The partnerships will help determine the best transit services to provide, which parts of each community should be connected and to what, and when the services should be put in place.



Key Benefit: Population and Jobs within 3/4 Mile of All-Day Service

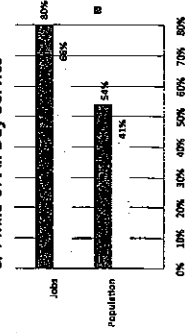


Figure 6: Big Moves: Basic Lifeline Access to Transit

Recommended Wake County Transit Plan

How the Transit Plan Fits With the Trade-Offs

The final plan balances the trade-offs based on input received during the extensive public outreach periods.

Ridership versus Coverage

The Transit Plan is mindful of the need to balance ridership goals (maximum ridership, fare revenue, vehicle trip reduction) with coverage goals (improved access, including access to every town). The final decision, based on public and Advisory Committee feedback, was to devote about 70% of the Transit Plan's operating dollars to services justified by high ridership and about 30% to coverage services.

- **Ridership-justified routes include commuter rail, key regional express bus lines, and the frequent local bus network in Raleigh and Cary.** These types of services serve areas with high population or employment density and often are designed to bypass congestion and other motorist delays.
- **Coverage routes are generally lower frequency routes that extend across the County, serving lower-density places where high transit ridership is not a realistic outcome.** These services include links to outer towns, coverage of low density areas, paratransit services, and the money set aside for local services. It is understood that the coverage services will not have high ridership as that is not their purpose. Instead, their purpose is to provide basic access across the County, even in areas of low demand.

Infrastructure versus Service

The final plan recommends a balance between major infrastructure investments and abundant bus services. Emphasis is placed on infrastructure that improves the speed and reliability of operations, as this makes service less expensive per mile and, therefore, more abundant for a given budget.

- **Infrastructure investments are primarily focused on the CRT and BRT corridors.** Additional funds also are designated for park and ride lots, bus stops and signs, sidewalks, and other supporting infrastructure.
- **Service-focused expenditures help expand span (the number of hours the transit vehicles operate) across the network.** It also allows for additional frequency on many existing and new routes.

A range of technologies and services are recommended in the Transit Plan. Some of these are part of the existing Wake County transit system, but most are new as described below:

- **Commuter Rail Transit (CRT) is a train operating on shared tracks with freight and Amtrak vehicles in the freight right of way.** It is envisioned to operate up to eight trips each way in each direction during the peak hour, with one to two trips during the midday and evening hours. CRT would be expected to have a speed advantage over bus transit, but would not run as frequently as many bus routes. CRT stations are generally spaced 2-5 miles apart to boost speed of service.
 - » The plan recommends 37 miles of CRT on the NCRR corridor from Garner, Raleigh, NC State, Cary, Morrisville, RTP, and through Durham to Duke University. Approximately two-thirds of the proposed mileage is in Wake County. A financial partnership with Durham County is assumed, so that Wake County will fund only its share. The CRT line from Durham to Garner is planned to be built as one complete project, to provide the greatest usefulness and link to the existing and planned transit network in Durham.
- **Bus Rapid Transit (BRT) includes a range of speed and reliability improvements, including but not limited to dedicated busways, priority treatment at traffic signals, and fixed stations with off board fare collectors to speed boarding.** Frequency is typically 15 minutes or better in the peak and off-peak periods and speed is dependent on the level of capital improvements. Stations are generally located at greater spacing than local bus routes, typically about ¼ miles apart. A simulation of what BRT infrastructure might look like is shown in Figures 7 and 8.
 - » **The Transit Plan includes approximately 20 miles of varying levels of BRT-related infrastructure improvements.** The BRT network would be built incrementally. Four initial BRT routes have been identified in the Transit Plan. Each of these is an independent project, although longer routes that connect to more destinations typically are more successful when applying for federal grants. Within each BRT corridor, some of the improvements can be made incrementally. For example, priority treatment at traffic signals can be implemented separately from dedicated busways, or dedicated busways can be built in phases.
- **Frequent Network.** While all BRT routes are expected to provide frequent transit service, many other bus lines will provide frequent service within the highest density areas of the community, including links among colleges and universities, employment centers,

hospitals, dense residential areas and major downtowns. The plan dramatically increases the Wake County year-round frequent network from 17 miles to 83 miles.

- **Conventional Local Bus Service.** Routes running every 30 to 60 minutes provide coverage across Raleigh and Cary, and any other municipalities that want to help fund such services. Some of these lines have the potential to grow into Frequent Network services in the future. Where possible, these routes would make timed connections with each other to minimize waiting.
- **Intertown Links, connecting every town in the County to the core, usually with peak express service.**
- **Express bus service, similar to what GoTriangle operates today.** These routes are geared toward commuters during typical rush hours. They travel relatively long distances with few stops along the route.
- **Expanded demand-responsive service, for increased access across the rural area.** Additional funds will be available for TRACS, which provides on-demand paratransit service within unincorporated Wake County. Also, GoRaleigh's 0.75-mile on-demand service areas will widen as the number of routes increases.



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Recommended Wake County Transit Plan

BRT Infrastructure Example—Before and After



Figure 7: Typical arterial today



Figure 8: Arterial with potential center-running BRT



Recommended Wake County Transit Plan

How the Transit Plan Fits with Community Input

The enhanced transit plan also looks at other goals emphasized by citizens and elected officials. All these objectives were kept in mind in development of the Transit Plan.

- Rider experience is an important element. Conditions at bus stops will be improved and upgrades will be made to new generations of fare payment and customer information tools.
- Ride reliability and speed will benefit from dedicated transit lanes.
- Frequency was increased on many routes based on conservative speed assumptions, particularly during peak hours.
- The plan includes a popular idea of improving the existing NCRR corridor to create regional commuter rail service, linking Wake and Durham Counties.
- More frequent rail service or increased frequency for commuter rail may be considered as part of Wake County's future transit planning studies along with possible rail service toward Wake Forest and into Johnston County.
- An extensive frequent network would change how people get around the urban core, making it easy to reach many Raleigh and Cary destinations from anywhere in the County.
- High-infrastructure fixed-route transit may promote denser land uses and economic development in combination with real estate demand that is already evident.
- There is a desire to improve connection to major destinations such as universities and colleges, hospitals, the airport, and major employment centers.

How the Transit Plan Measures Success

As with any new transit or expanded transit routes, productivity (ridership per unit of cost or "bang for buck") of the system will be lower when initially compared with the existing system. As new routes are added, ridership will start off slow but will grow as people change their travel pattern. For example, choosing to ride transit rather than drive or share a ride with others. As frequency and span increases, riders will begin to consider using the expanded system for more of their needs. For instance, if transit is available around work shift schedules, it becomes a more viable option for commuting.



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Success of the Recommended Wake County Transit Plan will be measured in a range of ways. Each group of people (riders, transit agencies, municipalities, taxpayers) may prioritize these criteria differently. The key ideas are:

- Ridership
- Coverage
- Spending on Infrastructure
- Customer Service

Key Idea: Ridership
For ridership, fit service to demand (commuter service and frequent network).

One way of measuring the ability of the system to attract riders over time is to examine how many people it reaches. We examined the proposed network's coverage using the same methods used to examine the four alternatives. We conducted a spatial analysis to estimate two important indicators:

- How many people and jobs are near any all-day transit service? This tells us how extensive the total reach (thus coverage) of the system is.
- How many people and jobs are near Frequent Network service? This number tells us how many people are close to the most useful services, which are most competitive with other modes.

Population and Jobs within 3/4 mile of all-day service

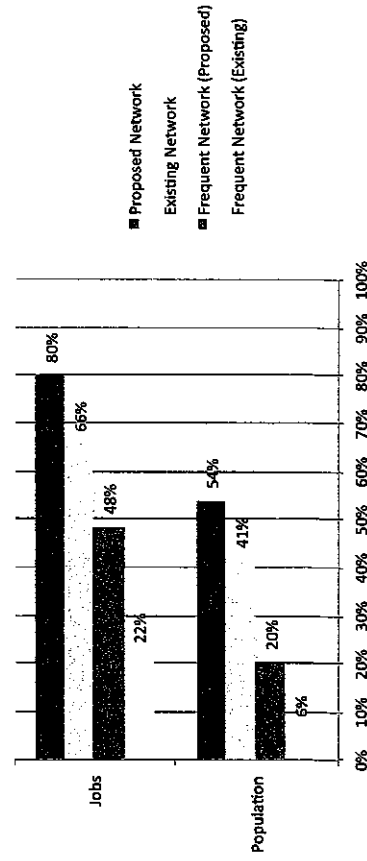


Figure 9: Proposed Network Coverage (Data source: Wake County Population and Employment Projections 2010 Base Year Data)

Figure 9 shows the percentage of all people and jobs near each of these network tiers. In both cases, the reach of the total network has increased, while the reach of the Frequent Network to jobs has more than doubled, and the population has more than tripled. What's more, not only has the total number of people and jobs near some kind of all-day transit service increased, but compared to today, that transit is likely to come more often, operate for more hours, and run in both directions on the same street.

The County contains a vast range of development types, from dense urban cores to rural areas. These differences imply dramatically different transit needs and demands. The Transit Plan is designed to meet these diverse needs and demands.

Where high or increased ridership is the objective, the transit industry has found the following service types to be most successful:

- Peak-hour Commuter Express service bypassing congestion for access to major employment centers. In this plan, commuter rail and regional express service meet this description. While commuter rail takes over the Raleigh-NC State-RTP-Durham express market in the Transit Plan, express buses remain important to connect RDU to all the major cities of the region and to provide long-distance commuter services within Wake County. GoTriangle will continue to provide express services between Wake County and adjacent major destinations such as RTP, Durham, and Chapel Hill.

Recommended Wake County Transit Plan

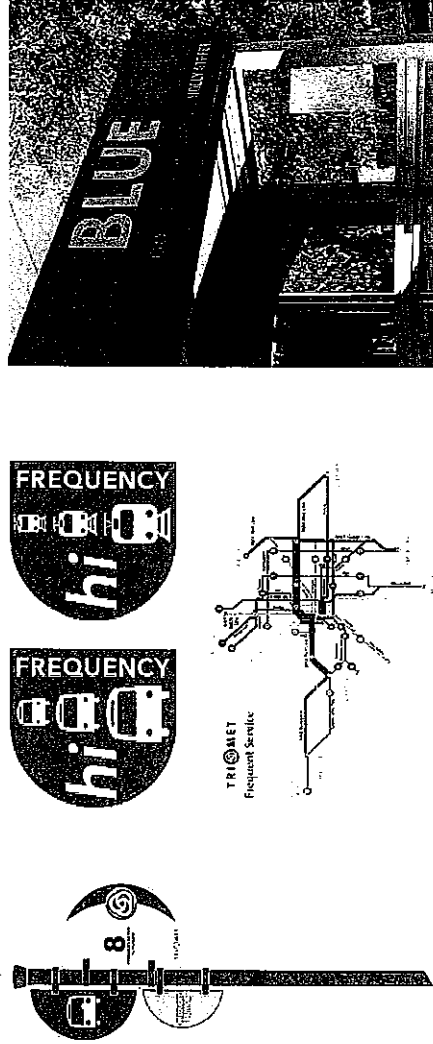


Figure 10: Transit agency frequent network branding examples from Portland, Minneapolis, and Bellingham, WA

- All-day Frequent Network (service every 15 minutes or better all day, running late into the evening and all weekends) following development patterns that provide an abundant market. These patterns tend to feature:
 - » Density, because higher density means more potential customers around each stop.
 - » Walkability, because transit functions well only where people can walk to the stop.
 - » Linearity, because transit seeks to run the fewest routes possible so it can run the highest frequency possible, which means transit does better when major destinations are arranged in a line so one route can serve them.
 - » Proximity, because crossing long rural gaps to more distant towns makes a service more expensive to run for a given number of riders.
- Many transit agencies are now branding their Frequent Networks as a distinctive layer in the larger system. Some examples of transit information system elements incorporating Frequent Network brands are shown above.

Frequent Service has many distinct benefits, including the following:

- It transforms the experience of using transit, from "I have to build my life around the schedule" to "transit is there whenever I need it."
- Where frequent lines cross, transferring between them is fast so frequency is the glue that combines local routes into a network.
- Frequent service to places with other favorable land-use indicators (density, walkability, mixed uses, proximity to established desirable markets) is attractive enough that some people and organizations will make location decisions based on where it is. This improves the fit of the transit network to the geography of people who value it.
- Frequent service by itself generally does not cause land values to escalate in all markets in which it is present. As a result, the Frequent Network is an affordability tool because it can be extensive enough that it is able to serve areas where housing is available at even the lowest price points.
- Larger cities find that Frequent Network service is sufficient to support densification and is made possible, for example, by fewer parking requirements, reflecting the lower car ownership where transit is of high quality.

Although the Frequent Network focuses on Raleigh and Cary, where existing development supports it most, it can be extended in the future as other areas develop the necessary density, walkability, linearity, and proximity. To this end, 30-minute service is provided on many lines across Raleigh, Cary, Morrisville, and Garner that have the potential to grow into frequent services within the next decade. Frequent lines in other places can arise depending on future development activity and local government interest.

Key Idea: Coverage

For coverage, provide essential links and support local initiatives.

Coverage services do not anticipate high ridership, but exist to ensure that all communities are served. Because only 30% of plan resources are devoted to coverage service, the Transit Plan is careful to apportion this service equitably as well as to meet the greatest need. To this end, the plan provides:

- Links from the outer towns not served by other service (all but Raleigh, Cary, Morrisville, and Garner) into the Raleigh-Cary core.
- Lower frequency routes retaining current coverage to lower density parts of Raleigh and Cary (using in part City of Raleigh and Town of Cary funds already devoted to this purpose).
- A match program for towns other than Raleigh and Cary. Under this program, the plan sets sufficient funds to provide half the cost of a local bus service in each town with participating towns paying the other half. Each local government will be free to pursue the program or not.
- Expanded funding for TRACS demand responsive service for lifeline needs to all the rural areas of the County.

Key Idea: Spending on Infrastructure

Capital expenditures improve bus speed and reliability.

CRT is used to define a train focusing primarily on longer-distance travel predominantly for commuters and mostly serving the peak hours. Trains operate on multiple tracks shared with freight and Amtrak services. Commuter rail has speed advantages over bus transit but does not operate at the same level of frequency as most of the bus services in the Transit Plan.

Recommended Wake County Transit Plan

BRT encompasses a wide range of tools that can help keep buses on schedule. The most intensive form of BRT provides dedicated lanes for buses. Other interventions might include:

- Modifications at intersections that allow buses to bypass traffic stopped at signals.
- Signal timing adjustments that give a small advantage to a bus when it is present, an advantage often undetectable by motorists.
- Station-like stops with tools to speed boarding such as ticket machines that allow customers to pay before they board. Some of these stations also provide easier boarding for wheelchairs and other mobility devices.

The Transit Plan envisions that these tools would be deployed along the following corridors, at minimum:

- Western Boulevard between Raleigh and Cary;
- On or near Capital Boulevard between Peace Street and the intersection with Wake Forest Road (this short segment would be used by several converging bus routes from the north)
- Along New Bern Avenue between Raleigh Boulevard and WakeMed
- Along South Wilmington Street between Raleigh and Garner at US 401

In each case, the mix of tools to be used would be based on a segment-by-segment analysis of each street, with the goal of achieving the greatest possible reduction in bus delay at the lowest cost. Where large numbers of boarding passengers are expected, stations or stops would be designed to increase the safety and comfort of waiting passengers.

Key Idea: Enhanced Customer Service
Capital and Service expenditures to enhance the customer experience

The Transit Plan envisions a system in Wake County where the following principals are held up as paramount: Accessibility, Comfort, Security, Reliability, Cleanliness, Courtesy, and Communication/Wayfinding. Funding is provided in the plan to support all of these measures, including enhanced stop amenities, better access to stops, better lighting, new vehicles, more drivers, and additional signage.



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Vision for the Future: Beyond 2027

Many Wake County residents and stakeholders participating in this process expressed ideas for more transit beyond the first 10 years. The existing bus system has expanded modestly over the years, based on available funding, as population and demand has grown. It is anticipated that as the enhanced system is implemented and grows in popularity, there will be increased demand for even more transit in Wake County. If the new elements—CRT, BRT, and expanded frequent network—are successful in this next 10 years, the County will be able to leverage that success to apply for additional state and federal funds to expand the infrastructure and continue to increase service.

This Recommended Wake County Transit Plan does not include a detailed vision after the first 10-year horizon. However, the following elements were heard during the planning and outreach phases of this study:

- Increase service on the routes shown on the Transit Plan as 30-minute headways to add them to the Frequent Network (15 minutes or better).
- Increase service on the routes shown on the plan as 60-minute headways to make them 30-minute routes.
- Add new bus routes within the County.
- Increase frequency and duration of connections to all municipalities.
- Add commuter rail service on the northern (CSX) rail corridor, potentially as far north as Wake Forest (may be constrained due to freight operations).
- Increase frequency on the east-west rail corridor (may be constrained due to freight and Amtrak operations).
- Extend the east-west (NCRR corridor) CRT line past Garner into Johnston County (Wake County funds would be spent only for the County's share), and/or past Durham into Orange and Alamance Counties.
- Extend BRT improvements further along the first four corridors or make additional infrastructure improvements on the initial corridors and add BRT improvements along other candidate corridors.
- Continue to improve bus stops and access to bus stops.

3

Existing Conditions

Existing Conditions

The Wake County area is growing and changing quickly. The Wake County's Transit Choices and Wake County Transit Alternatives reports detail existing conditions in Wake County (Chapter 3), including who lives here, where they live, and how they travel.

Population Growth

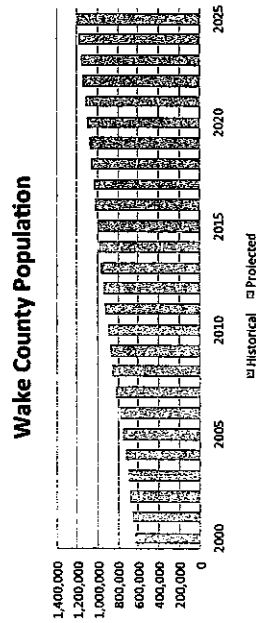


Figure 11: Wake County Population Growth (Data Source: NC OSBM State Demographics, October 2014)

Wake County has more than one million residents today and is expected to add another quarter million in the next 10 years (about the size of the City of Durham). The population is estimated to increase by 63 people every day, including births, deaths, and people moving in and out of the County. If the County grows by 25%, congestion will also increase and alternative modes of transportation such as transit, walking, and cycling will have to play a larger role in how residents get around.

More than half of Wake County's population is between the ages of 18 and 65. They represent two groups that tend to be particularly reliant on public transit.

Population and employment density are critical measures of an area's ability to support transit. Density provides the high concentration of demand that transit thrives on and raises issues of congestion and the need for parking that transit helps address. Density is a critical measure of a place's ability to support transit because it allows us to compare the relative concentration of people in areas of the city. **Where there are more people living or working per unit area, there are more people who can choose to use transit.**

In Wake County, significant population density exists around the center of Raleigh and north of downtown between I-440 and I-540. Smaller pockets of population density are located in Cary and Garner.

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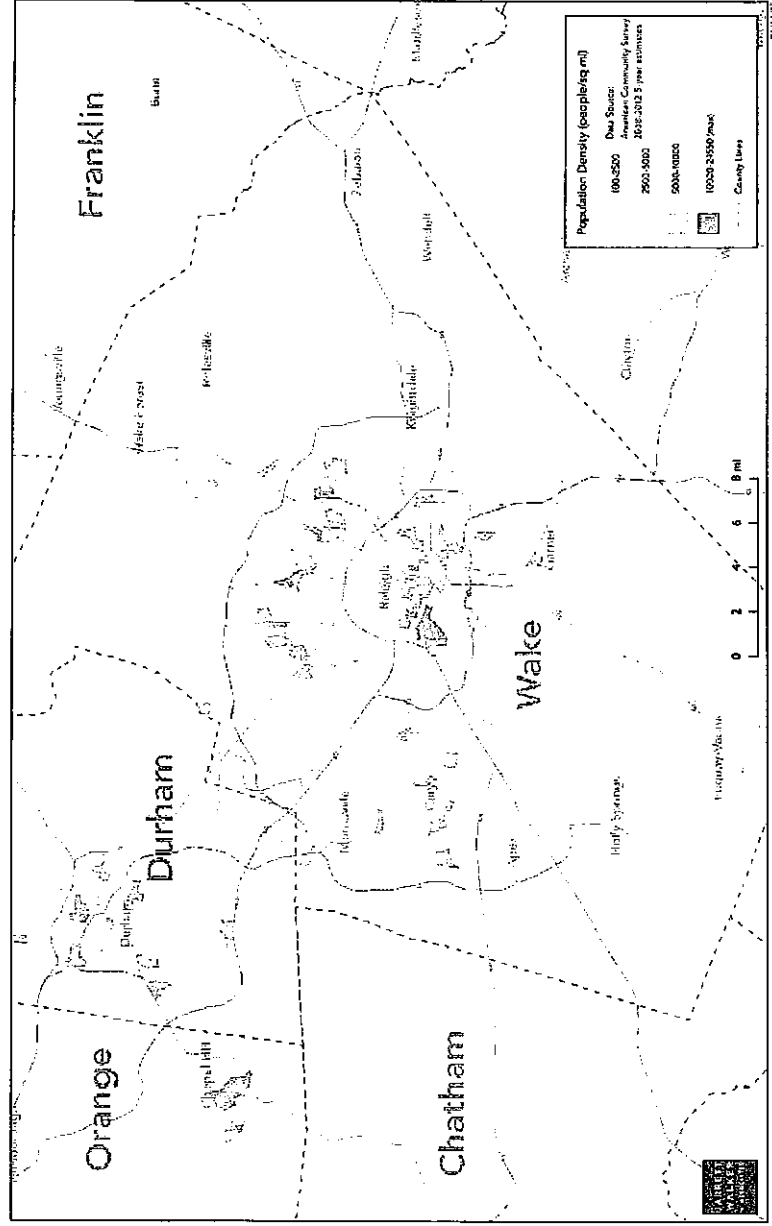


Figure 12: Population Density Map

Employment density is similarly most concentrated in central Raleigh, particularly between downtown and NC State, as well as in the North Hills area. Other major sites of employment density include near Research Triangle Park, several major hospitals/health centers, and along the Capital Boulevard corridor. Future development patterns will likely shift the demand for transit and are guided both by market pressures as well as local zoning and planning documents.

Existing Conditions

Employment Density

Employment density (how many people work in a place per unit area) is most concentrated in central Raleigh, particularly between downtown and NC State. Employment density tells us where people are going to work, but many places with dense employment are also destinations for shoppers, people coming to access services, and other purposes related to the businesses and institutions people are employed by. Other major sites of employment density include near RTP, several major hospitals, and along the Capital Boulevard corridor.

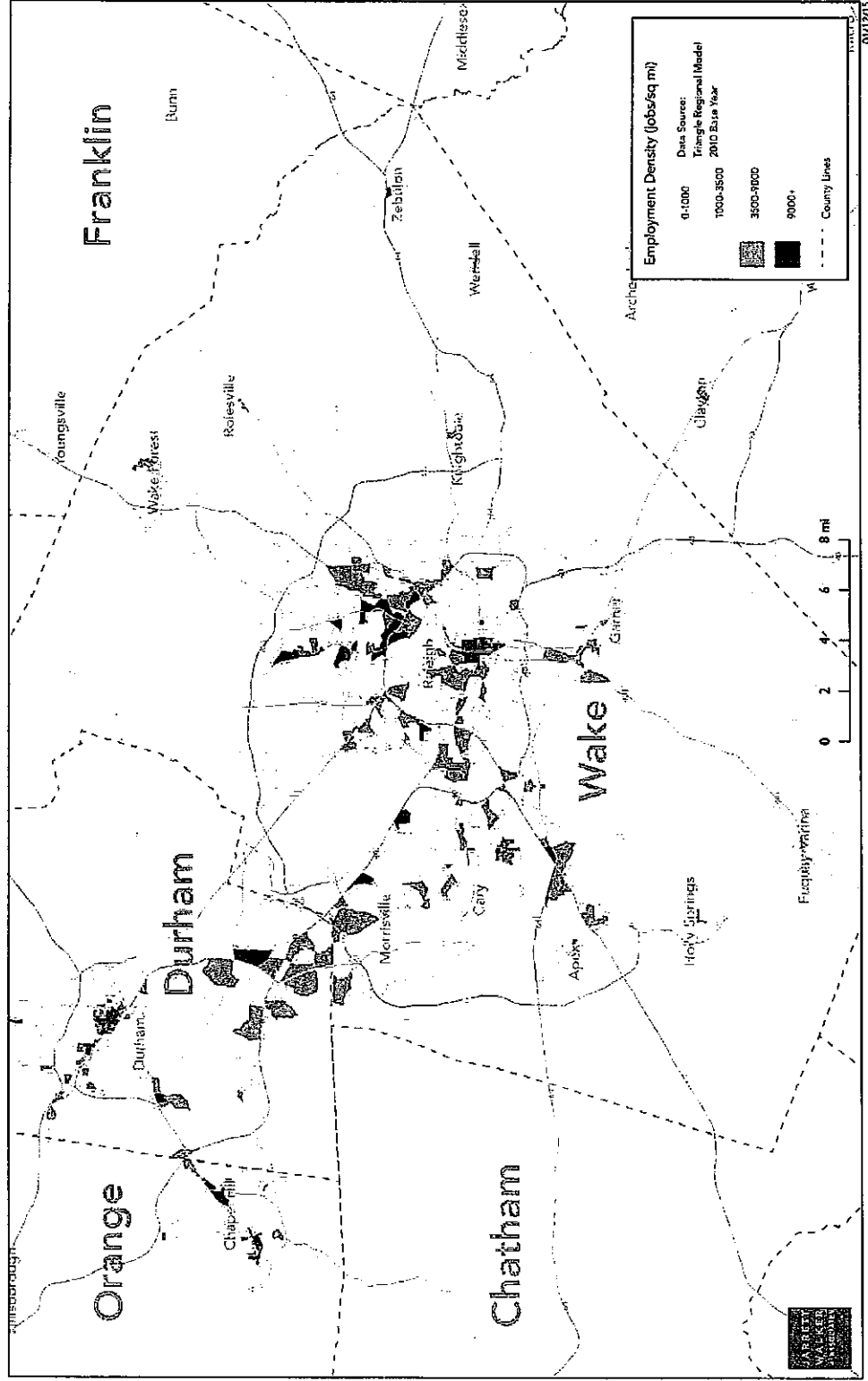


Figure 13: Employment Density Map

Existing Conditions

Socioeconomic Characteristics

Areas with high densities of people in poverty, shown in Figure 14, and zero-car households, shown in Figure 15, are often aligned with transit use, and transit is often asked to focus some of its resources on enhancing mobility for low-income people. For them, transit means access to jobs and opportunities; inadequate transportation is a common barrier to employment.

In Wake County, the highest concentrations of people in poverty are found in census block groups containing public housing developments. More generally, higher densities of people in poverty are found in southwest Raleigh, which is likely influenced by the presence of many NC State students, and the east side of Raleigh between downtown and the I-440 Inner Beltline, as well as northeast Raleigh between I-440 and I-540. A total of 4.6% of households in the County have no vehicles available to them. The largest concentration of zero-car households is in and around downtown Raleigh, and also scattered throughout Wake County, with particularly high rates near Zebulon, Fuquay-Varina, and Garner.

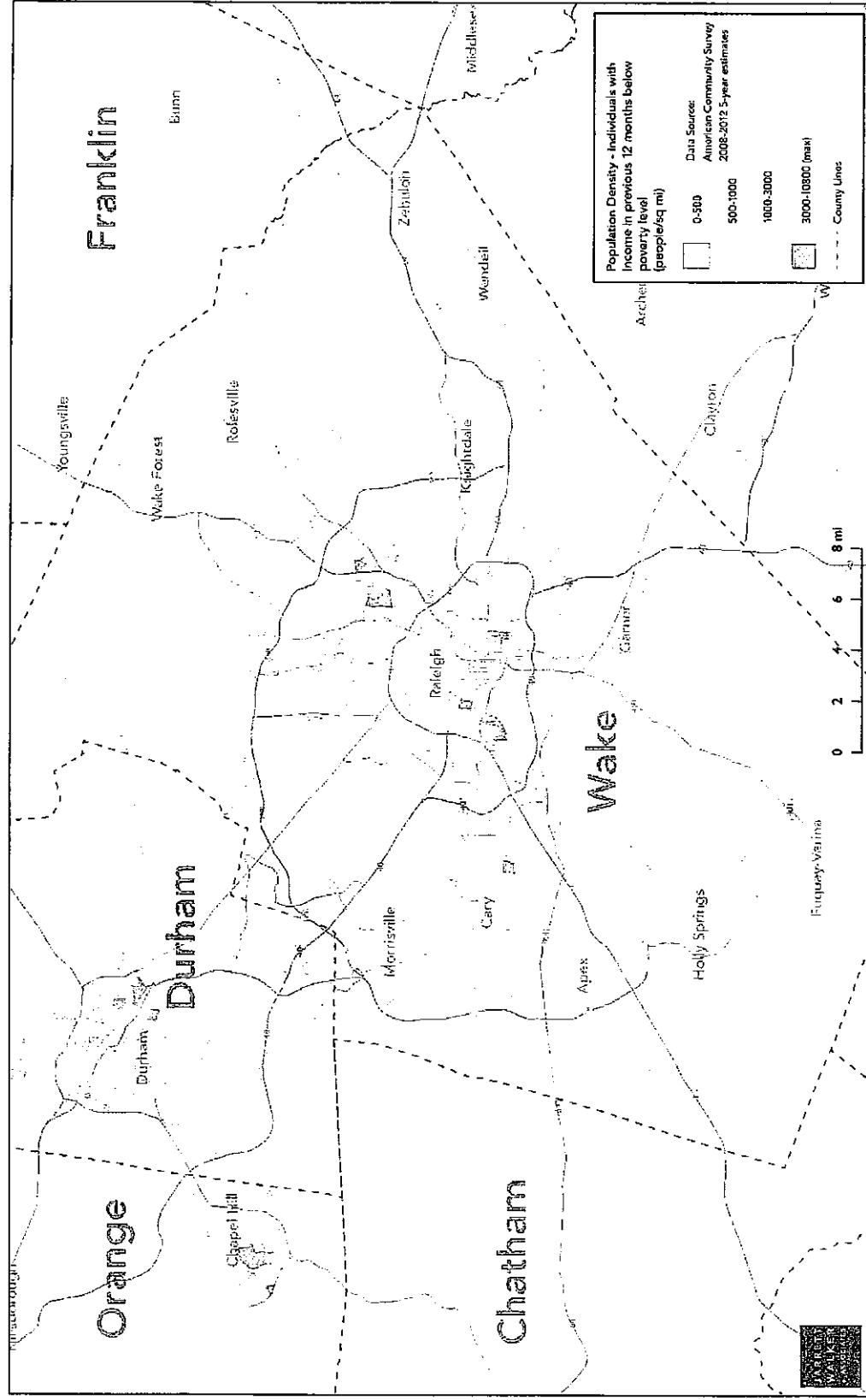


Figure 14: Density of individuals in poverty



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EXISTING CONDITIONS

Rate of zero-vehicle households (zero-vehicle households / households)

Legend:

- 0% to 6%
- 6% to 16%
- 16% to 41%
- 41% to 68% (road)

Data Source:
American Community Survey
2006-2012 5-year estimates

Scale: 0 2 4 6 8 mi

Counties: Orange, Durham, Wake, Chatham, Franklin

Cities/Towns: Raleigh, Durham, Cary, Morrisville, Chapel Hill, Hendersonville, Zebulon, Wendell, Archdale, Clayton, Holly Springs, Farmington, Knightdale, Wake Forest, Youngsville, Erwin, Millsboro

Legend: County Lines

Existing Conditions

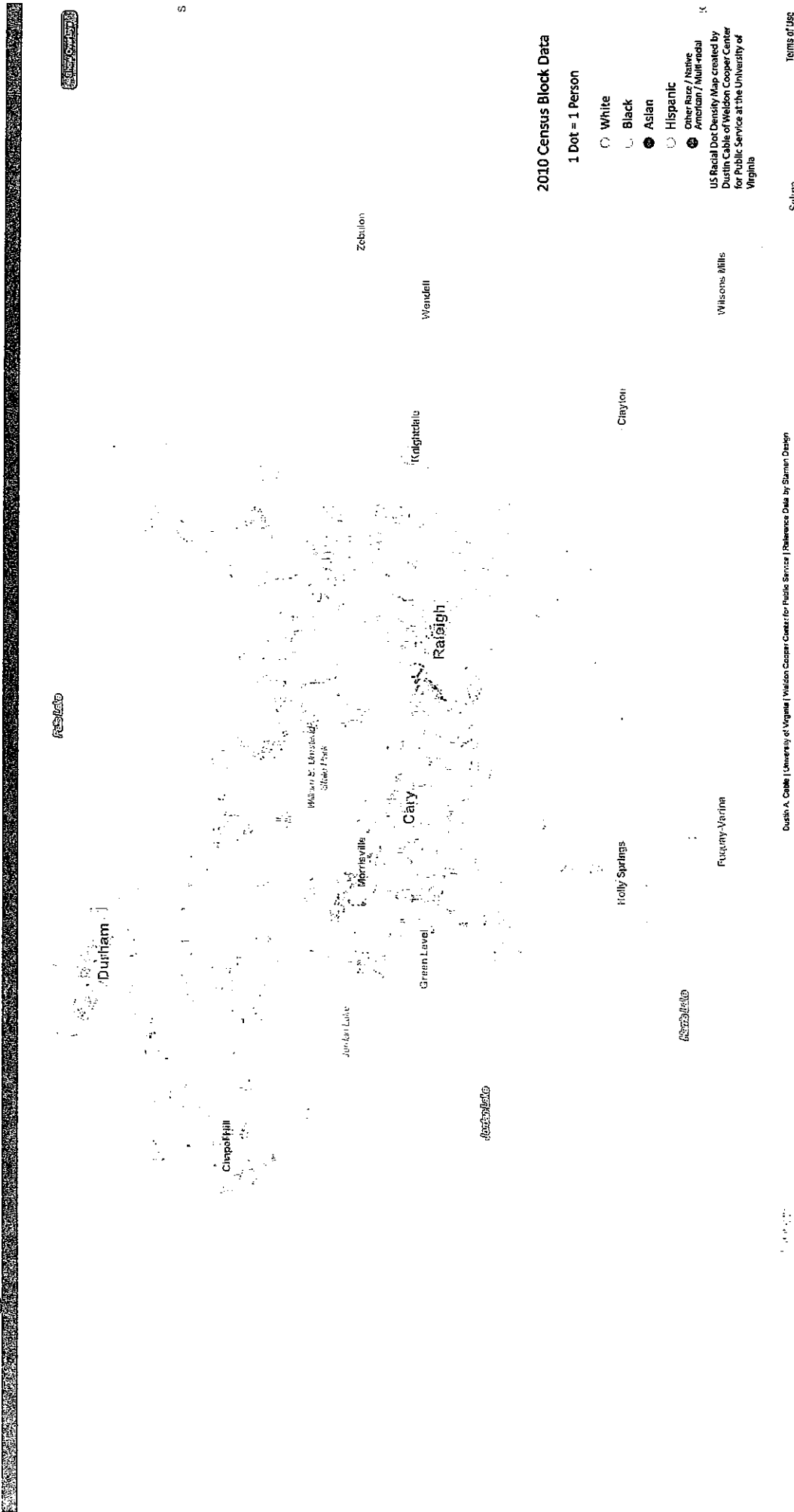


Figure 16: Wake County Racial Dot Density Map (Courtesy of Weldon Cooper Center for Public Service at the University of Virginia)



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Wake County Transit Investment Strategy
Recommended Wake County Transit Plan

Existing Conditions

Congestion

Using traffic estimates, it is possible to predict which roads in the County will see the greatest increases in congestion in the coming years. The maps shown in Figure 17 and Figure 18 display the level of congestion drivers experienced in 2010 versus what they can expect to see in 2040. As traffic delays grow along the more heavily congested routes, the people who use them may seek relief in the form of transit. Transit services which can bypass roadway congestion such as commuter rail transit (CRT) or bus rapid transit (BRT) are particularly attractive.

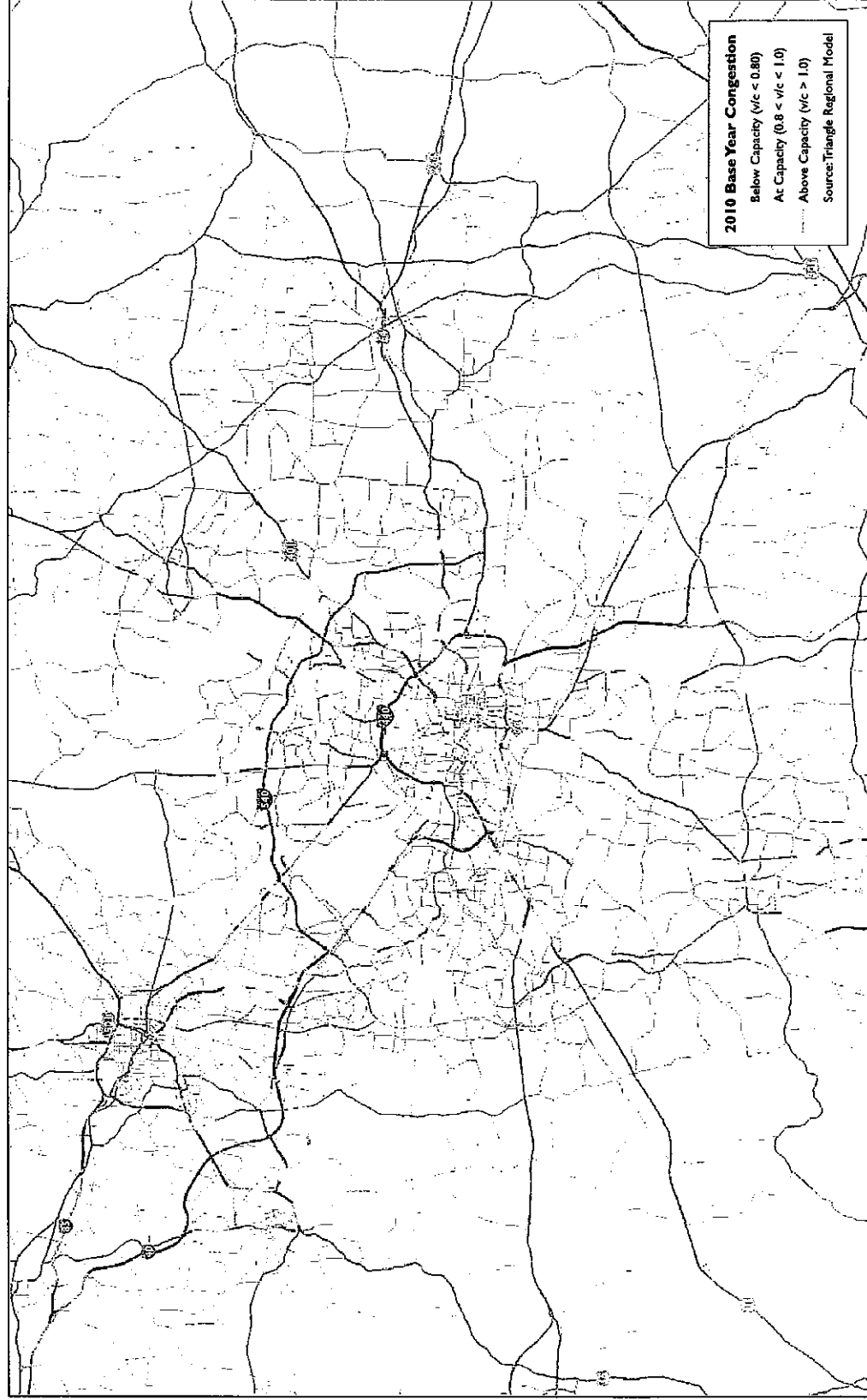


Figure 17: 2010 Congestion Map



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Existing Conditions

EXISTING CONDITIONS



Figure 18: 2040 Congestion Map



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Existing Conditions

Transit

Commuting

The primary mode of travel in Wake County is the private automobile, although almost one in five commuters makes a different choice. Transit is currently used by just 1.1% of commuters across the County, although this number is notably higher in some small areas with higher density, walkability, and transit service.

Along GoRaleigh's existing high-frequency (15-minute) corridors (Capital Boulevard and New Bern Avenue), transit commuter rates exceed the County average, with some at rates greater than 10%. In residential areas south of NC State with frequent Wolfline service, transit commuter rates are up to 21%. In areas immediately south of downtown Raleigh, between 25 and 50% of commuters travel by transit.

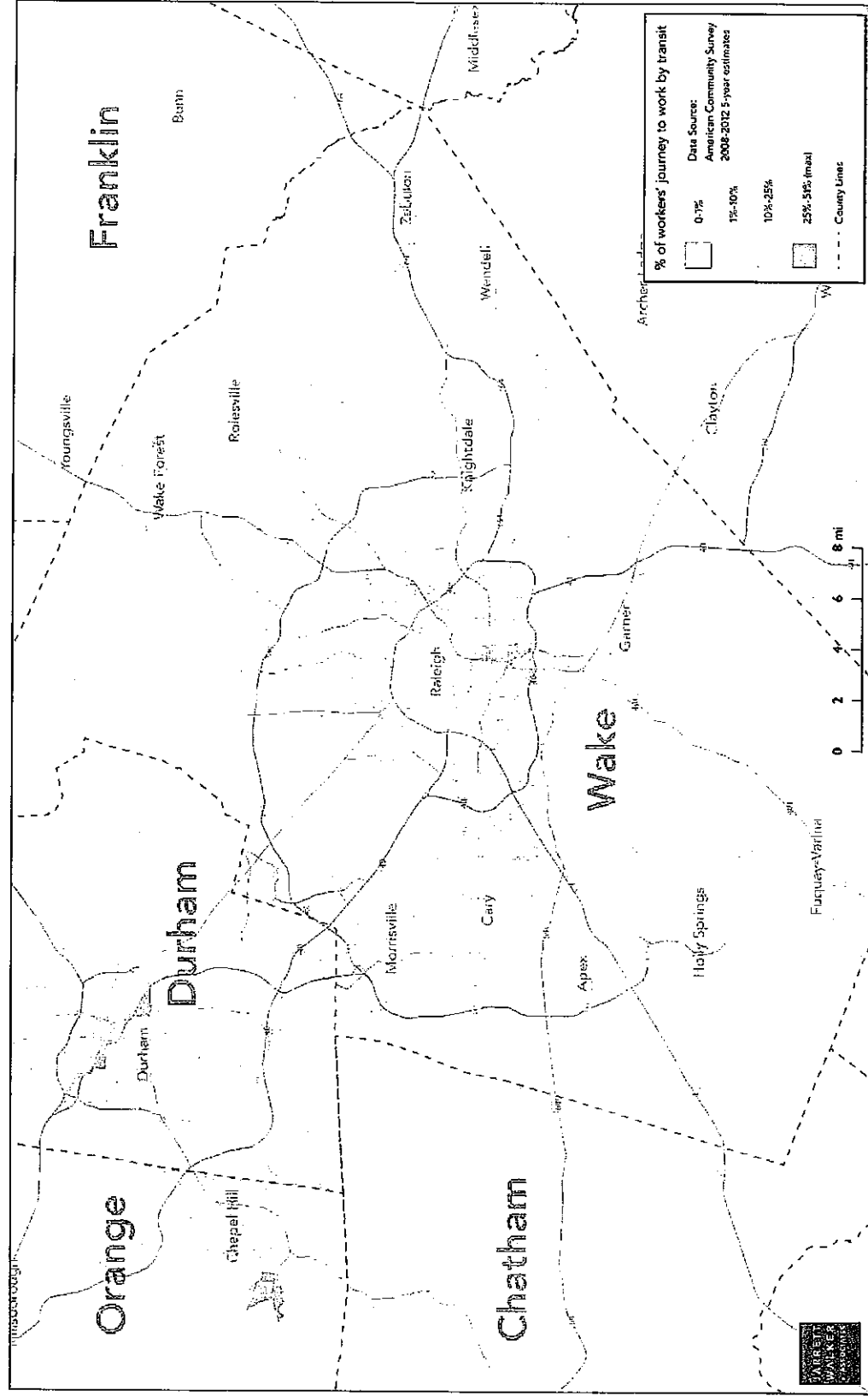


Figure 19: Percentage of workers who travel to work by transit

Existing Conditions

Existing Transit

Buses that operate along established routes, known as fixed-route transit, in Wake County are provided by:

- GoTriangle—for intercity services and links to Durham, Orange, and Johnston Counties
- GoRaleigh—a City of Raleigh service
- C-Tran—a Town of Cary service
- Wolfline—the campus circulation system of NC State. (Wolfline service will not be affected by the Wake County enhanced transit plan and will continue to operate independently, as it does today. Therefore, it is not included in the following descriptions.)

The Town of Wake Forest also funds a local circulator, operated by GoRaleigh. Apart from the municipally funded services in Wake Forest, Raleigh, and Cary, there is essentially no local fixed route local transit service. GoTriangle focuses on longer-distance express links.

Paratransit service for persons with disabilities is provided in Raleigh within 0.75-mile of GoRaleigh fixed routes in Raleigh and Wake Forest, and town-wide within Cary. Wake County's TRACS program provides on-demand transit access for

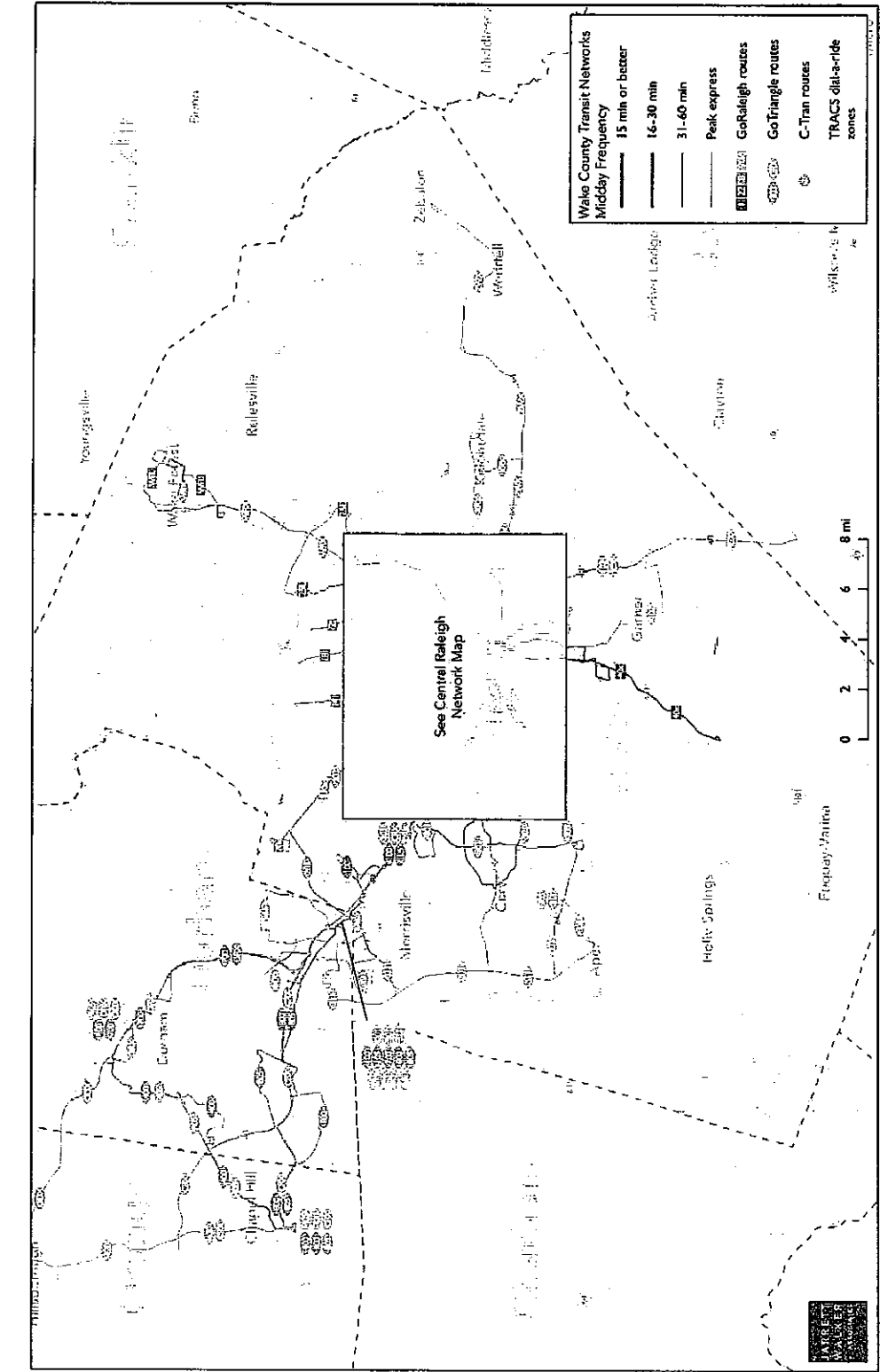


Figure 20: Wake County Transit Frequency Map



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Existing Conditions

mobility impaired residents within rural areas of the County and agency-sponsored human services transportation across the County by reservation.

Frequency, a critical determinant of transit's usefulness, is very limited. High frequency service, which comes every 15 minutes, is currently limited to Capital Boulevard, New Bern Avenue, and the Wolfline circulation system within NC State. Other routes provide more frequent services during some weekday periods. Transit routes are shown classified by frequency for Wake County in Figure 20, and for central Raleigh in Figure 21.

Wake County Transit Midday Frequency

- 15 min or better
"Transit is always there when I need it."
- 16-30 min
- 31-60 min
"I have to plan my life around the transit schedule."
- Peak express
"Only for commuting at rush hour."
- One way route or segment
"I can get there, but it's sometimes hard to get back."

CAT routes

Triangle Transit routes

C-Tran routes

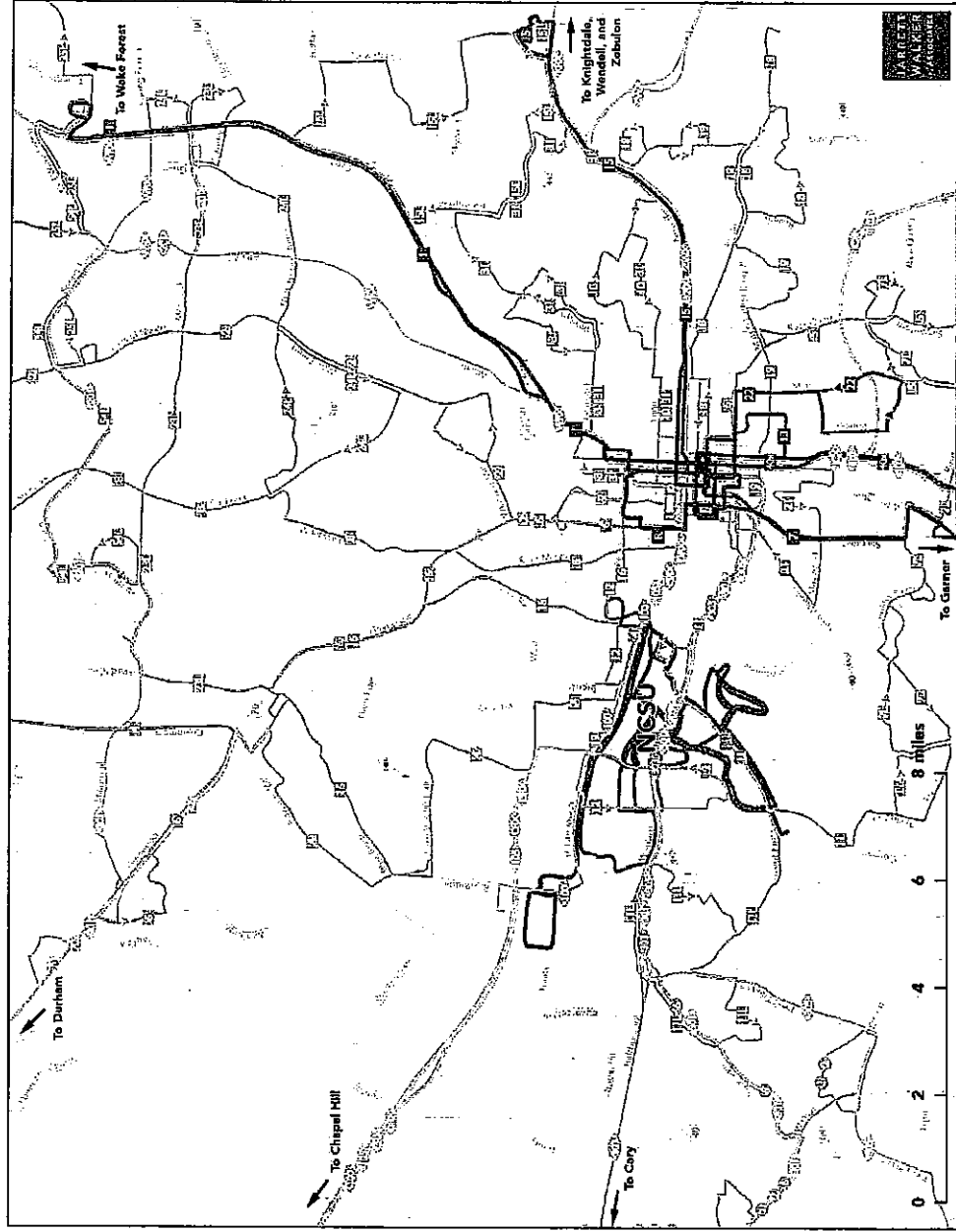


Figure 21: Central Raleigh Transit Frequency Map



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Existing Conditions

Ridership by Stop

Figure 22 and Figure 23 show the ridership by stop for each of the four transit agencies. Because the map shows boardings, it does not represent people's actual origins and destinations, only the nearest stop. Areas with sustained residential and employment densities generally correspond with the higher boardings.

These maps are based on existing transit services, not a map of ridership potential. Frequency of service, in particular, is so low that the transit system is not useful for many trips. As a result, current ridership is not an indicator of transit demand. However, it does help show the impacts of service levels, as the concentration of ridership along high-frequency corridors indicates.

At the regional level, the pattern of ridership is clear—central Raleigh, from I-540 in the north to Tryon Road in the south, and from New Hope Road in the east to I-40 in the west, and particularly NC State, account for the great majority of high-ridership stops and corridors. Central Raleigh includes the highest population and employment density in the County, is the largest transit market, and is where the majority of the County's transit ridership is located.

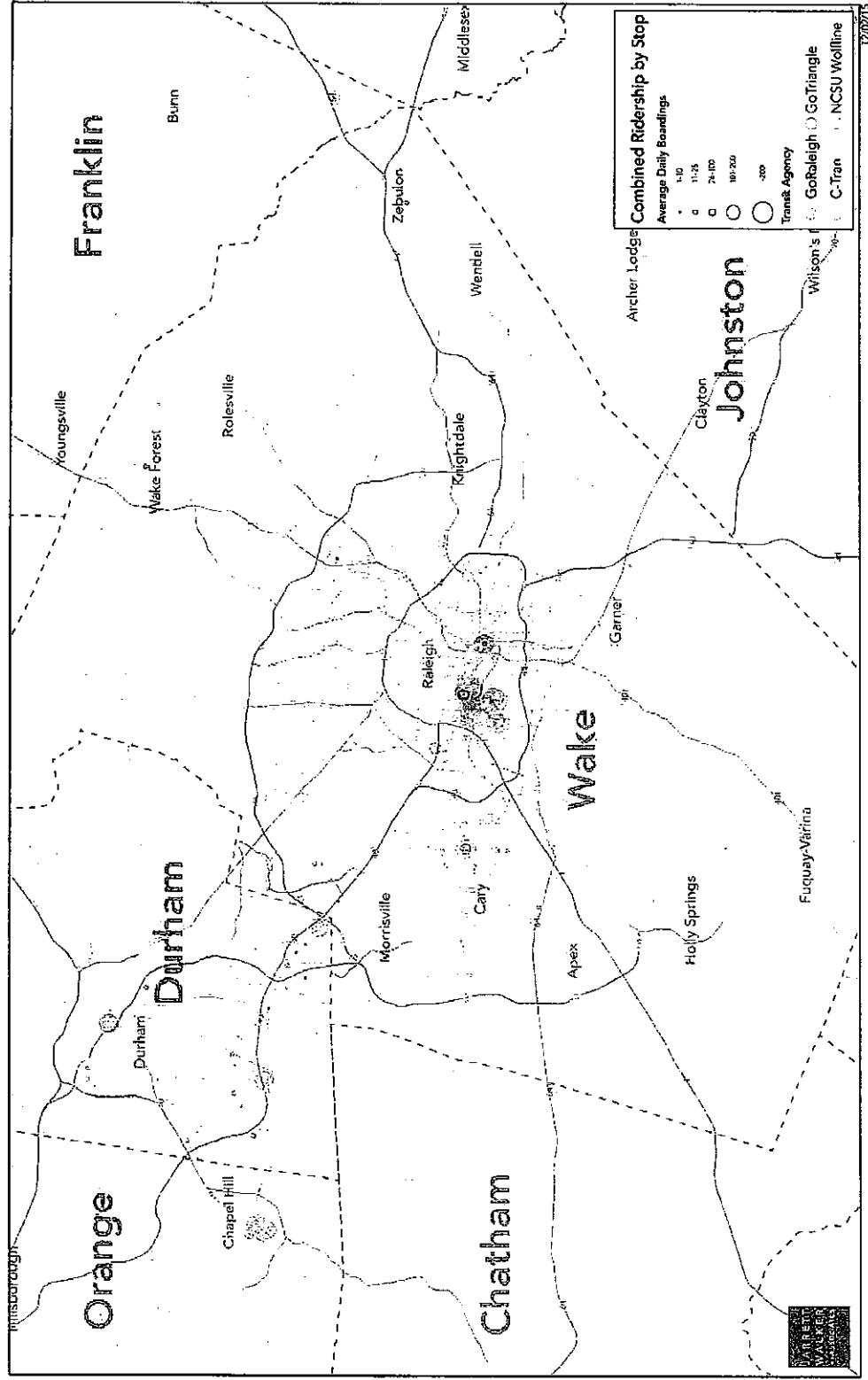


Figure 22: Wake County Stop Ridership



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Existing Conditions

Outside of central Raleigh, the other regional centers of Durham and Chapel Hill, as well as the Regional Transit Center, are sites of major activity in Triangle Transit's network.

Downtown Raleigh is a primary destination for riders of GoRaleigh and Triangle Transit, reflecting both its importance as a job center and the large amount of service concentrated here. The radial corridors extending out from downtown are sites of relatively sustained activity, particularly along New Bern, Wake Forest/Capital Boulevard, Lenoir, and Hillsborough.

GoRaleigh and NC State stops around the central academic and housing area of the university campus also enjoy sustained high ridership. West of Gorman Street, ridership drops off, corresponding to the less frequent service available there.

Outside of downtown, GoRaleigh's high ridership stops are most commonly found at major destinations like hospitals, malls, and big-box stores. There are several high-ridership corridors, such as Wake Forest Road/Falls of Neuse (served by the 2, a top-five 60-minute route in terms of productivity, and the 60-minute route with the second highest average daily ridership), or Capital from Downtown to Triangle Town Center, where there is sustained boarding activity throughout. These corridors generally serve areas of significant population or employment density. Where there are few destinations and little density, transit ridership is rarely substantial.

EXISTING CONDITIONS

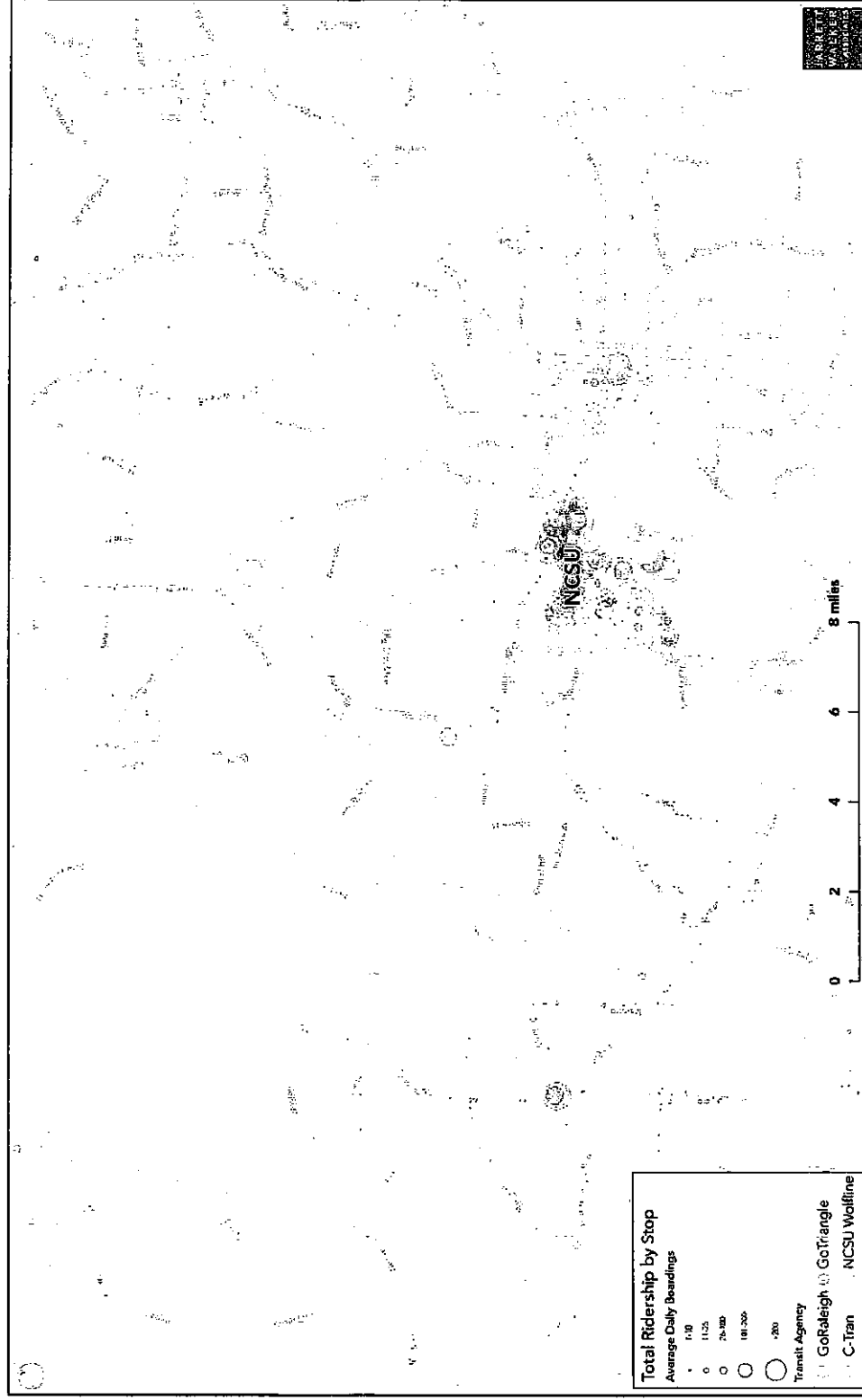


Figure 23: Central Raleigh Stop Ridership

4 Plan Development Process

Plan Development Process

The following section describes the process used to develop this enhanced transit planning study. More detail about the initial steps (trade-offs, first public input phase, and four scenarios) are detailed in the Wake County Transit Alternatives report.

Trade-Offs

The study began with the understanding that there is not one "right way" to build an enhanced transit system. During development of the Transit Plan, two primary trade-offs were identified:

- **Ridership versus coverage.** A ridership goal designs a system that would carry the maximum number of people. This would focus on serving areas where the built environment meets the necessary conditions for high ridership, which are strong density and continuity. A coverage goal designs a system to provide access to as broad an area as feasible. It would focus on serving every municipality and area of the County, even if at very low frequency and at the expense of areas with greater ridership opportunity.
- **Infrastructure versus service.** An infrastructure goal designs a system where more money is spent on up-front capital expenditures such as dedicated bus lanes, rail infrastructure or nicer vehicles. Some of this funding competes, to a degree, with the annual funding of operations, so a lower quantity of service can result, creating a tradeoff between infrastructure and service. The trade-off is mitigated if the infrastructure is focused on making service faster and more reliable, because faster service costs less per mile to operate.

Public Input

A great deal of emphasis was placed on helping stakeholders and the public to think about these inevitable trade-offs. A widespread public outreach program gathered feedback on these trade-offs from citizens representing the diverse socioeconomic and demographic reaches of the County. Following a formal kick-off presentation attended by over 500 people at the Convention Center in downtown Raleigh on December 8, 2014, project team representatives spoke to over 250 groups and events across the County and collected comments from approximately 4,300 people living and working in Wake County. Education was a critical element of this first phase of the public engagement process, and the presentation given at these meetings covered transit planning basics as well as information about Wake County.

In addition to broad engagement, the project team specifically targeted existing transit riders during the survey process. Small group meetings



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were held with Latino, African American, senior, and millennial residents to better understand the needs and dynamics specific to those populations. The survey results indicated some preference for ridership over coverage (70% ridership, 30% coverage), and a 50/50 split for infrastructure versus service.

While events and online engagement are valuable tools in the outreach process and provide unique opportunities to educate the public as they are engaged, the population interacting with the plan in this way is a self-selected group, so its views do not reflect the views of all voters. Therefore, a statistically-valid survey of 550 likely voters in Wake County was conducted October 5-8, 2015 by Fallon Research to reach out to a broader cross-section of the County population. Pollsters asked specific questions about transit in the County, including direct questions about the ridership-coverage trade-off. The poll results indicated a more balanced preference for both ridership and coverage focuses. Voters also were asked about their opinions on commuter rail service, bus rapid transit, and the extensive expansion of existing bus services.

Finally, a 76-member Advisory Committee met four times through the year. The committee was comprised of a diverse demographic mix of Wake County residents representing public officials, business owners, transit riders, students, and others. The group was given detailed information about the process, public input results, and issues and opportunities. Attendees helped sketch networks that reflected the various priorities of those in the County, and voted at key decision points to guide the design team.

The public indicated generally strong support for investment in BRT, CRT, and expanded bus service. In particular, they stated consistently strong support for bus service expansion. Of note, the respondents to the statistically-valid survey (the most accurate indicator of overall public opinion) indicated that although they largely don't use transit today, many indicated they likely would use an enhanced system. Over 85% of this same group also indicated that people benefit from enhanced transit, even if they do not use it themselves.

Corridor Assessment

Transit planning should not only consider where we are. It must also look ahead to where the County will be by considering anticipated future patterns of transit-conducive development. Accordingly, a detailed "transit suitability analysis" was conducted that looked at both 2010 and projected 2040 conditions for population, employment, zero-car households, income, congestion, and major activity centers across Wake County. It looked at existing congestion levels, existing trip frequency

and design of land uses. This analysis developed mapping and numeric scoring for potential enhanced transit routes to allow for a detailed comparison of corridors and their likelihood toward transit ridership both now and in the future. This evaluation helped inform the planning process, as alternative corridors for both infrastructure and service were considered. Further details on the transit suitability analysis can be found in the appendix of the Wake County Transit Alternatives report.

Four Scenarios

Rather than building one transit plan based on the first round of input, four intentionally different scenarios were developed to demonstrate how the two sets of trade-offs might be applied within Wake County. This gave citizens a second opportunity to consider their priorities at a second public presentation at the Convention Center on May 11, 2015, similar presentations were given in every municipality and across the County.

Once shown the potential practical applications of the different trade-offs, people were again asked to give their opinions on the best direction for the County's transit future. People did not vote on a particular scenario; rather, it was communicated that these four were simply demonstrations of potential combinations of the trade-offs.

When the four scenarios were developed, rail rapid transit (RRT) was proposed as a rail option that would operate with 15-minute frequencies within the existing rail right-of-way. After further analysis and coordination with North Carolina Railroad (NCR) Company, it was determined that RRT was not feasible within its Wake County corridor at this time due to operational and physical constraints.

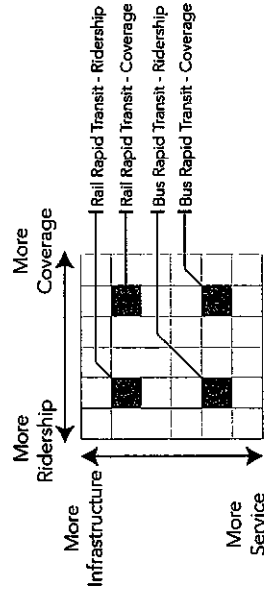


Figure 24: The Four Scenarios

5 Plan Implementation and Finance

Plan Implementation and Finance

Implementation

The existing transit providers in Wake County have provided guidance and funding to help develop this enhanced transit plan. All current services will be expanded as part of this plan and several new services will be added. The transit agency responsible for operating and managing each element of the Transit Plan will be determined during the next phase of planning and design, and will depend on geographic location, type of technology, cost, and anticipated efficiencies.

Participating parties will enter into a formal agreement defining roles, responsibilities, and cost sharing for individual projects as they are pursued. During the next few months, Wake County and its partners will receive feedback on the Wake County Recommended Transit Plan and begin the steps to approve the governance structures necessary for adoption of the plan and funding of the projects in it. This will include approval of a plan by Go Triangle and the CAMPO as well as Wake County prior to the sales tax advisory referendum.

The schedule of capital projects within the next 10 years is dependent on multiple factors, including successful grant awards. The planning and design process may begin for the infrastructure projects (the CRT corridor and the four BRT corridors) simultaneously, or it may be phased. Through that process, the corridors will be prioritized based on feasibility and cost. Individual projects or groups of projects will be submitted for federal grants and State Transportation Improvement Program (STIP) funding.

Since BRT can be built incrementally, improvements—such as new buses, signal prioritization, off-board fare collection, level boarding stations, or dedicated busways—can be built in phases. For example, the initial project may include dedicated busways on 50% of the corridor and additional lane-miles of dedicated busways will be added in future years as those sections of road are widened, redeveloped, or as additional funds become available. Corridors that are anticipated to have high ridership and fewer physical constraints (thereby lowering impacts and costs) are likely to move faster through the federal funding process.

To create a more useful commuter rail project, the CRT line was assumed to extend from Garner to Durham as part of the first phase. A line ending at RTP, and therefore almost entirely in Wake County, was considered. However, successful commuter rail services running only during peak hours rely heavily on a major dense employment center within walking distance of stations. While NC State and downtown Raleigh provide his to a degree, our analysis concluded that downtown Durham and Duke University also need to be on the line to generate strong two-way demand sufficient for the line to succeed.



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The planning and design of this extensive rail project can take longer than the BRT corridors because the CRT line would need to be designed and then constructed as one project, rather than incrementally. The project will be a collaboration of many partners, notably the federal and state governments, Durham County, the North Carolina Railroad Company, and municipalities and communities involved in station planning. The success of this project is dependent on the collaboration of the involved parties.

The first few years of the Recommended Wake County Transit Plan involve significant design and further study for projects that require significant investment. This is to balance careful use of tax payer dollars with thoughtful investment in transit. The Transit Plan's approach is to use strategic leveraging of federal and state funds, combined with existing and new sources of local funding, to deliver projects that connect regionally, connect Wake County's communities, provide frequent urban mobility, and link local service. The implementation of those projects and the timing of them will evolve as the design and study reveals new information.

After successful approval of the half-cent sales tax advisory referendum, funds would be collected starting in the Spring of 2017. Some operating items in the Recommended Transit Plan will be noticeable fairly soon, such as including increasing weekend and evening service and some increases in midday frequency. Other items, like new routes or peak service increases, will be phased in as new buses are acquired and operations are deployed.

Small capital projects, such as adding bus stops along new routes, can be done during the Transit Plan's initial years. The transit budget allocates funds toward a range of capital improvements, such as bus stops and stations, nicer buses and park-and-ride lots. Many adjacent improvements, such as additional sidewalks, would be paid for by local programs.

The transit partners will work together to develop a detailed implementation plan that will identify and prioritize new enhanced bus service and facilities. Detailed studies will be conducted for larger capital projects. The outcome of these studies will impact project implementation. However, existing service will continue to operate and enhanced service will begin to deploy while larger projects are studied and gradually constructed.

Financial Plan Details

The Recommended Wake County Transit Plan is fiscally constrained and is contingent on a variety of assumptions. The assumptions will evolve as information is modified and projections are updated to reflect actual results. The projects included in the Transit Plan will continue to be studied and new information may influence their cost and timing. Additionally, overall inflation assumptions, availability of local sources of revenue and growth assumptions, competition for federal funding for projects and successful access to capital markets, and regional partnerships will continue to influence the overall financial outlook of the Transit Plan. The following sections detail current assumptions.

Sources of Revenue

Half-Cent Sales Tax for Transit (Article 43)

The largest recurring local revenue source would be a half-cent local option sales tax as authorized by NCGS 105-164.13B. The transit plan assumes that the Wake County Board of Commissioners would vote to place the local option sales tax for transit on the ballot, which would be voted on in November 2016. Upon approval by Wake County voters, the sales tax would be adopted and funds would be available in Spring 2017.

To project sales tax dollars that would be available, actual Wake County Article 39 gross revenues for fiscal year 2015 served as the base, less 10% as Article 39 is charged on food purchases which are prohibited to be taxed as part of Article 43. Then, it was assumed that the local sales tax revenue would be half of that amount, as Article 39 is one cent and Article 43 is one half cent. Using the County's same assumption for sales tax growth that is used in the County's debt and capital financial model, this amount was grown annually by 4%. Accordingly, the alternatives include an assumption that the half-cent sales tax revenue available for new transit would be \$78.5 million in FY 2018 and would grow by 4% annually thereafter.

Other Local Revenue Sources

Increases to vehicle registration fees also are included in the assumptions for local revenue sources. Currently, GoTriangle collects a fee of \$5 per registration throughout Wake, Durham, and Orange Counties. That is used to support transit activities in this three-county service area. This fee would increase by \$3, for a total of \$8. Second, a new \$7 vehicle registration fee would be assessed by the Board of Commissioners, as authorized by NCGS 105-509. Together, the vehicle registration fees would generate approximately \$8.5 million a year in fiscal year 2018 and are projected to grow 2% a year thereafter.

Plan Implementation and Finance

The vehicle rental tax also is included as a revenue source in the transit plan. GoTriangle currently levies a 5% tax on vehicle rentals in Wake, Durham, and Orange Counties. GoTriangle's Board of Trustees has an existing policy that 50% of rental revenues are dedicated to expanding transit options in the region, while the other 50% is used by GoTriangle for operations and capital needs of the current system. To determine the amount allocated to each county, GoTriangle dedicates vehicle rental revenues based on percent of total population. GoTriangle's current allocation percentages are 68% for Wake County, 21.5% for Durham County, and 10.5% in Orange County. As such, the Wake County portion of all vehicle rental revenues is, compared to the total collected, 34%. The transit plan includes an assumption that rental car tax revenue available for new transit programs would be \$3.6 million in FY 2018, which would grow by 2.5% annually.

The transit plan also includes local revenues from the City of Raleigh, Town of Cary, and GoTriangle for existing bus operations. Local bus operations in those jurisdictions would continue and bus operations in the transit plan were designed considering those existing resources. Accordingly, the transit plan assumes that the local contribution from each agency would equal approximately \$15 million in 2018 and this

contribution would increase at 2.5% each year, the assumed rate of operating inflation. The transit plan also includes existing federal and state funds allocated directly to existing bus operations equaling approximately \$6.2 million.

Federal and State Contributions

The Recommended Wake County Transit Plan assumes federal and or state funding for many planned projects. Significant federal funds are assumed for the capital costs for both CRT and BRT—50% of the capital costs are assumed to be federally funded. For BRT, the projects are assumed to successfully compete through the FTA Capital Improvement Program New Starts, Small Starts, and Core Capacity Improvement grant programs such that overall, the BRT projects included in the transit plan will, on average, receive 50% federal funds (estimated at \$173.5 million). For commuter rail, it is assumed that, through a regional partnership by extending the line into neighboring counties, the project would successfully compete for 50% federal funding (estimated at \$443.3 million, the Wake County share included in the Financial Plan). Approximately \$24 million of federal funds towards the acquisition of buses are included in the plan, which could also be used towards bus maintenance.

Projected Local Revenues for Expanded Transit

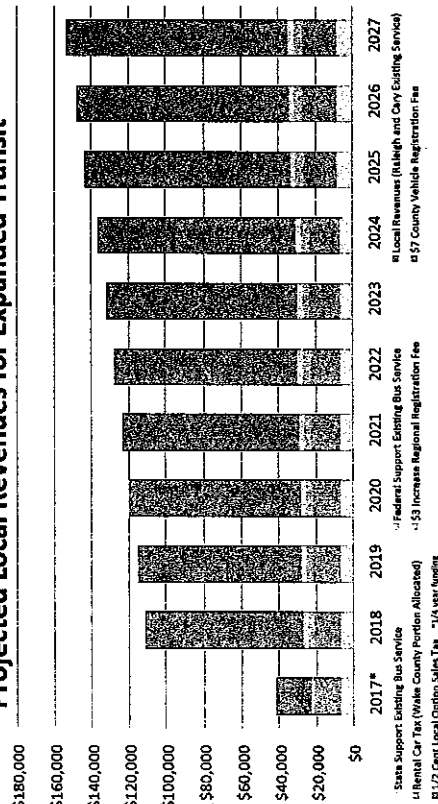


Figure 25: Projected Local Revenues for Expanded Transit



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in the projects. The transit plan does include \$6 million of state capital funds towards the acquisition of buses between 2018 and 2025. Starting in fiscal year 2024, approximately \$1.3 million annually is programmed in state operating revenue towards BRT services and starting in 2027 approximately \$4 million is programmed in state operating revenue towards commuter rail services. No additional state funds, beyond the current \$1.2 million annually in existing state funding for local bus services are programmed for local bus operating support.

Farebox Revenue

Farebox revenue varies by type of service. For local bus service, including BRT, a 24% farebox recovery ratio was used for ridership routes, 10% for coverage routes, 3% for intertown routes, and 0% for local service match. Ridership estimates will be refined for commuter rail during future studies. The current plan assumes farebox revenue of 20% of operating expenses.

Long-Term Bond Proceeds

Shown as revenues, with corresponding debt service expenses, certain capital projects are debt funded. Commuter rail is 40% debt funded, BRT is 15.5% debt funded, and bus infrastructure projects are 31% debt funded. A portion of future projects modeled from 2028 to 2037 are also assumed to be funded with debt.

By using long-term debt, it is important that the model adhere to several key metrics, including adequate operating and capital fund balances to demonstrate sufficient liquidity to rating agencies and the capital markets. The Recommended Wake County Transit Plan was developed within the context of adhering to two key measures: 1) maintaining near-term capacity to service debt from recurring net revenues, and 2) gross debt service coverage. Given the transit plan's focus on capital and significantly increasing local bus service, a key measure for the transit plan is a projection of the ongoing ability to pay annual debt service given projected revenue, planned capital, and recurring operating expenses. The transit plan maintains net debt service coverage of revenues less operating expenses greater than 1.25 times annual debt service and maintains a gross debt service coverage of revenues more than three times annual debt service expenses. These are simply modeled at this time. As governance discussions occur, these metrics and calculations will be revisited and updated.

Plan Implementation and Finance

Planned Expenditures

Planned Expenditures and Inflation

To ensure fiscal constraint, the Recommended Wake County Transit Plan includes inflation estimates for project estimates and operating costs. Project estimates for BRT, commuter rail, bus infrastructure, and buses were estimated in 2015 dollars. Then, projects were programmed according to planned project schedules, and then escalated to year of expenditure using an inflation factor of 4%. Local bus operating hours were calculated in 2015 dollars, and then escalated at 2.5%. Operating costs for commuter rail and BRT were estimated in 2015 dollars, and then inflated to the year the projects would begin, again using an inflation factor of 2.5%. The Recommended Wake County Transit Plan contemplates a total of \$1.6 billion of capital projects by 2027. A summary of all capital expenditures is shown in Figure 26.

Commuter Rail Capital Expenditures

The Commuter Rail capital expenditures include the Wake County share of commuter rail. The Transit Plan proposes up to eight trains in each peak with two mid-day and two in the evening, in each direction (8-2-8-2). The final service hours and frequencies will be determined during the future alternatives analysis. To be conservative, included in the fiscal plan is an estimated 8-2-8-2 commuter rail service which would operate from West Durham to Garner within the existing Norfolk Southern Railroad corridor (owned by NCR Company) by adding additional tracks and facilities. This would continue to be studied and refined during the first years of the Transit Plan, to confirm if this is the most viable approach and is subject to funds from our partners and successful federal funding.

BRT Capital Expenditures

The BRT Capital Expenditures include four BRT corridors totaling \$347 million between 2018 and 2023 as shown below. Dollars programmed including planning and design, construction, and acquisition of vehicles for the corridors.

Other Capital Expenditures

Significant resources are allocated for capital infrastructure to support a rapidly increasing local bus network. Bus infrastructure, which includes transfer stations, park and ride lots, bus stop improvements, bus maintenance facilities, sidewalk access and streetside facilities, and other improvements, is programmed for \$208 million between 2018 and 2024. A summary of these items is shown below.

Moreover, \$114 million is allocated towards the acquisition and

replacement of busses for local bus service between 2018 and 2026, which represents 116 buses.

Also included in other capital is \$24.37 million of locally funded grade separation match funds allocated between 2018 and 2022.

Between 2025 and 2027, \$35 million is available for future projects.

Between 2028 and 2037, other capital includes two components: bus replacement totaling \$180 million and future projects totaling \$264.5 million.

Debt Service and Debt Service Reserve Fund

As debt is issued for capital projects, principal and interest will be paid on these projects. These dollars represent the corresponding debt service on commuter rail, BRT, and various bus infrastructure projects that are required during the first 20 years of the Recommended Wake County Transit Plan.

Operating Fund Balance Allocation

To ensure adequate operating liquidity, the Recommended Wake County Transit Plan was developed with a target of that the operating fund balance would have a minimum fund balance equal to 25% of annual sales tax revenues. The dollars shown are the minimum allocation to meet this requirement.

Capital Fund Balance Allocation

To demonstrate credit strength to manage risk, the Recommended Wake County Transit Plan also was developed with a target of having a capital fund balance of 5% of capital projects cost. This capital fund balance is over and above individual capital budgets which may have their own project contingencies. Maintaining sufficient liquidity during construction activity is an important credit strength for rating agencies. The capital fund balance allocation is timed to when significant debt issuances would begin for capital projects funded in the Wake County Transit Plan.

Operating Expenses

There are five categories of operating expenses combined. The first is local bus service, which increases from \$22 million in FY 2018 to \$85 million in FY 2027. Added to that is BRT service, beginning in the model in 2024. Other operating funds include maintenance and operations for bus facilities and other related bus operations such as small town local service matching funds, paratransit service, and other professional services. Finally, commuter rail is shown starting in 2027, and adds an additional \$20 million of operating expenses. All operating expenses are

grown at 2.5% to account for inflation. The model assumes that by 2027, \$129.3 million of operating will be in place and a total of \$166 million of operating expenses will be incurred including allocations to fund balance and debt service expenses. A summary of 2027 local operating costs is shown in Figure 27.

Figure 26: Capital Cost Summary
* Capital costs reflect 2015 estimates inflated to year of expenditure by 4% each year

Capital Funded Through 2027 (with Federal, State, Local Support)*	\$ (thousands)
Commuter Rail	\$886,500
Bus Rapid Transit	\$347,000
Bus Acquisition	\$114,700
Bus Infrastructure	\$208,400
Other Capital Projects	\$24,500
Future Projects	\$35,000
Total	\$1,616,100

Figure 26: Capital Cost Summary

* Capital costs reflect 2015 estimates inflated to year of expenditure by 4% each year

Figure 27: Local Service Operating Costs in 2027

Local Service Operating Costs in 2027 **	\$ (thousands)
Local Bus Network	\$85,300
BRT	\$14,500
Commuter Rail	\$20,100
Other Bus Operations	\$7,100
Maintenance and Operations	\$2,300
Total	\$129,337

Figure 27: Local Service Operating Costs in 2027

**Operating costs reflect 2015 estimates inflated to year of expenditure by 2.5% each year



Plan Implementation and Finance

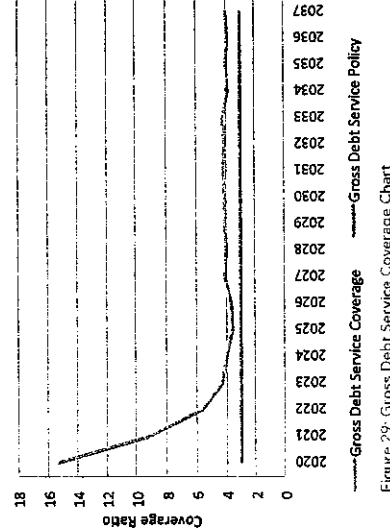
PLAN IMPLEMENTATION AND FINANCE

Fiscal Year Ending	PORTFOLIO										EXPENDITURES										Fiscal Year Ending
	1/2 Cost Sales 18,893	\$1 Increase Registration	\$7 Waco Car Registration	Portion of Regional Rental Car Tax Avail for Waco	Federal Fund#2	State Fund#3	Term Bond Proceed#4	Short-Term Debt Principal	Excess Capital and Income	Excluding Local Revenue for Bus Operations	Excluding Local Revenue for Supporting Bus Operations	Previous Revenues	Annual Expenditures	BRT Capital Expenditures	Capital Expenditures	Other Capital Expenditures	Debt Service & Reserve Fund	Operating Fund Balance	Operating Expenditures	Total Expenses	
6/30/2017	18,893	621	1,449	878	5,000	19,803	1,000	38,443	-	(51,622)	14,594	1,200	3,764	46,398	-	13,197	15,669	21,440	46,398	6/30/2017	
6/30/2018	74,893	2,534	5,012	3,986	19,803	47,351	918	38,443	-	(51,622)	14,594	1,200	3,764	79,855	-	13,197	15,669	21,440	79,855	6/30/2018	
6/30/2019	81,237	2,584	5,035	3,986	19,803	47,351	918	38,443	-	(51,622)	14,594	1,200	3,764	82,321	-	13,197	15,669	21,440	82,321	6/30/2019	
6/30/2020	81,506	2,635	5,035	3,986	19,803	47,351	918	38,443	-	(51,622)	14,594	1,200	3,764	84,795	-	13,197	15,669	21,440	84,795	6/30/2020	
6/30/2021	81,608	2,686	5,035	3,986	19,803	47,351	918	38,443	-	(51,622)	14,594	1,200	3,764	87,269	-	13,197	15,669	21,440	87,269	6/30/2021	
6/30/2022	81,710	2,737	5,035	3,986	19,803	47,351	918	38,443	-	(51,622)	14,594	1,200	3,764	89,743	-	13,197	15,669	21,440	89,743	6/30/2022	
6/30/2023	81,812	2,788	5,035	3,986	19,803	47,351	918	38,443	-	(51,622)	14,594	1,200	3,764	92,217	-	13,197	15,669	21,440	92,217	6/30/2023	
6/30/2024	81,914	2,839	5,035	3,986	19,803	47,351	918	38,443	-	(51,622)	14,594	1,200	3,764	94,691	-	13,197	15,669	21,440	94,691	6/30/2024	
6/30/2025	82,016	2,890	5,035	3,986	19,803	47,351	918	38,443	-	(51,622)	14,594	1,200	3,764	97,165	-	13,197	15,669	21,440	97,165	6/30/2025	
6/30/2026	82,118	2,941	5,035	3,986	19,803	47,351	918	38,443	-	(51,622)	14,594	1,200	3,764	99,639	-	13,197	15,669	21,440	99,639	6/30/2026	
6/30/2027	82,220	2,992	5,035	3,986	19,803	47,351	918	38,443	-	(51,622)	14,594	1,200	3,764	102,113	-	13,197	15,669	21,440	102,113	6/30/2027	
6/30/2028	82,322	3,043	5,035	3,986	19,803	47,351	918	38,443	-	(51,622)	14,594	1,200	3,764	104,587	-	13,197	15,669	21,440	104,587	6/30/2028	
6/30/2029	82,424	3,094	5,035	3,986	19,803	47,351	918	38,443	-	(51,622)	14,594	1,200	3,764	107,061	-	13,197	15,669	21,440	107,061	6/30/2029	
6/30/2030	82,526	3,145	5,035	3,986	19,803	47,351	918	38,443	-	(51,622)	14,594	1,200	3,764	109,535	-	13,197	15,669	21,440	109,535	6/30/2030	
6/30/2031	82,628	3,196	5,035	3,986	19,803	47,351	918	38,443	-	(51,622)	14,594	1,200	3,764	112,009	-	13,197	15,669	21,440	112,009	6/30/2031	
6/30/2032	82,730	3,247	5,035	3,986	19,803	47,351	918	38,443	-	(51,622)	14,594	1,200	3,764	114,483	-	13,197	15,669	21,440	114,483	6/30/2032	
6/30/2033	82,832	3,298	5,035	3,986	19,803	47,351	918	38,443	-	(51,622)	14,594	1,200	3,764	116,957	-	13,197	15,669	21,440	116,957	6/30/2033	
6/30/2034	82,934	3,349	5,035	3,986	19,803	47,351	918	38,443	-	(51,622)	14,594	1,200	3,764	119,431	-	13,197	15,669	21,440	119,431	6/30/2034	
6/30/2035	83,036	3,400	5,035	3,986	19,803	47,351	918	38,443	-	(51,622)	14,594	1,200	3,764	121,905	-	13,197	15,669	21,440	121,905	6/30/2035	
6/30/2036	83,138	3,451	5,035	3,986	19,803	47,351	918	38,443	-	(51,622)	14,594	1,200	3,764	124,379	-	13,197	15,669	21,440	124,379	6/30/2036	
6/30/2037	83,240	3,502	5,035	3,986	19,803	47,351	918	38,443	-	(51,622)	14,594	1,200	3,764	126,853	-	13,197	15,669	21,440	126,853	6/30/2037	
Total	\$2,389,237	\$62,185	\$145,099	\$92,703	\$882,148	\$882,148	\$882,148	\$882,148	\$882,148	\$882,148	\$882,148	\$882,148	\$882,148	\$882,148	\$882,148	\$882,148	\$882,148	\$882,148	\$882,148	\$882,148	

Figure 28: Summary of Capital Expenditures

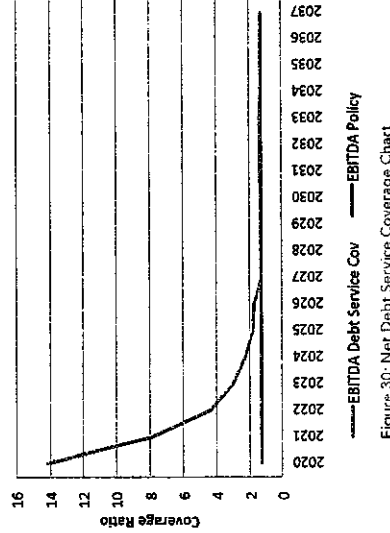
- 1 Assumes 1/4 Year Funding with November 2016 Referendum
- 2 Assumes 50% Federal Funding of BRT and Commuter Rail Capital Project Cost. Includes BRT and Commuter Rail Operating Funds and Federal Bus Operating Funds
- 3 Assumes no state contribution to BRT and Commuter Rail Capital Project Cost. Includes BRT and Commuter Rail Operating Funds and Federal Bus Operating Funds
- 4 30-35% of BRT and Commuter Rail Capital Project Cost is assumed to be covered by BRT and Commuter Rail Operating Funds
- 5 Excludes interest on short-term debt, which is included in debt service
- 6 Assumes 50% Federal Funding of BRT and Commuter Rail Capital Project Cost. Includes BRT and Commuter Rail Operating Funds and Federal Bus Operating Funds
- 7 Funds to be allocated to bus purchases for expanded bus routes, bus replacements, stations, sidewalk improvements and bus access, and other capital costs such as maintenance facilities. Also includes future projects to be identified \$33 M between 2025-2027 and \$24.5 M between 2028 - 2037.

Gross Debt Service Coverage (Revenues to Annual Debt Service) = 3.0



JARRETT WALKER + ASSOCIATES Kimley»Horn

Net Debt Service Coverage After Operating Expenses = 1.25



20-Year Expenditure Summary

Recommended: Wake County Transit Plan 2017-2037*			
BRT Capital and Operations, Enhanced Bus Network Operations, Bus Acquisition and Bus Infrastructure		\$2,949,773	58%
Commuter Rail Capital and Operations		1,582,549	31%
Future Capital Projects and Operating Fund Balance Allocation		459,193	9%
Total		\$5,113,561	100%

Figure 31: Local Service Operating Costs in 2027
* Allocation includes debt service