



# Wake County

301 South McDowell Street  
Raleigh, NC

## Meeting Minutes Board of Commissioners

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Monday, December 5, 2016

5:00 PM

Wake County Justice Center

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**Meeting Called to Order: Denise M. Hogan, Clerk to the Board Presiding**

### Rollcall

**Present:** 7 - Chairman Sig Hutchinson, Vice-Chair Matt Calabria, Commissioner John D. Burns, Commissioner Greg Ford, Commissioner Jessica Holmes, Commissioner Erv Portman, and Commissioner James West

### Presentation of Colors, National Anthem and Pledge of Allegiance

**Invocation: Dr. Dumas A. Harshaw, Jr.**

### Items of Business

1. [Oath of Office for Wake County Commissioners](#)

[Administered by Judge Michael R. Morgan, Wake County Superior Court, for Greg Ford](#)

[Administered by Elaine F. Marshall, Secretary of State, for Erv Portman](#)

[Administered by Denise Hogan, Clerk to the Board, for James West](#)

Judge Michael R. Morgan, Superior Court Judge, administered the oath of office for Mr. Gregory Ford.

Commissioner Ford thanked Judge Morgan for administering his oath and congratulated him for his election to the North Carolina Supreme Court. He thanked his husband Anthony for his support. He thanked his three children. He said that he has served as a teacher and principal in Wake County for 20 years. He thanked his mother for supporting him through his career and for serving on the Board of Education. He thanked the Wake County staff for their support with the onboarding process. He thanked the family, friends, colleagues, students, teachers, parents, and PTA officers for supporting his campaign throughout the year. He recognized Ms. Betty Lou Ward for being his mentor through the process.

Ms. Elaine F. Marshall, Secretary of State, administered the oath of office for Mr. Ervin Portman.



Commissioner Portman said that it has been an honor and privilege to serve. He thanked his family for supporting him through the process. He said that he was wearing his father's jacket that was memorable to him. He noted he is named after his father. He said that he was looking forward to serving on the Board of Commissioners and making decisions on what is best for Wake County's citizens. He shared a short phrase from Sunday worship "We are called to act with justice, we are called to love tenderly, we are called to serve one another, and walk humbly with God."

Ms. Denise Hogan, Clerk to the Board, administered the oath of office for Commissioner James West.

Commissioner West thanked Dr. Dumas A. Harshaw, Jr. for providing the invocation. He said that this is his ninth oath of office counting the six consecutive terms on the Raleigh City Council. He said that he has served on the Wake County Board of Commissioners since 2010. He said that he took the responsibility seriously and that there are challenges, needs and opportunities in Wake County. He quoted scripture from the Holy Bible "What you do to the least of these, you have done unto me." He said that the underprivileged deserve services and the Board of Commissioners has goals and a shared vision. He thanked his spouse Sylvia for supporting him through the process of serving as a County Commissioner.

2. [Oath of Office for Wake County Register of Deeds](#)

[Administered by Jennifer J. Knox, Clerk of Court, for Laura M. Riddick](#)

Ms. Jennifer J. Knox, Wake County Clerk of Court, administered the oath of office for Ms. Laura M. Riddick.

Ms. Riddick thanked Ms. Knox for administering her oath of office. She thanked her registry staff that was present at the meeting. She said that her staff is dedicated to customer service and treating all customers with dignity and respect. She thanked the Board of Commissioners for the 5PM meetings in order for her staff to attend. She thanked County Manager Jim Hartmann and senior staff for the support of the registry. She thanked her spouse and daughter for the support they have given her through the years.

3. [Oath of Office for the Wake Soil and Water Conservation District Board](#)

[Administered by Judge Craig Croom, District Court Judge, for Thomas Dean](#)

[Administered by Judge Craig Croom, District Court Judge, for Marshall Harvey](#)

Judge Craig Croom, District Court Judge, administered the oath of office for Mr. Thomas Dean.



Judge Croom administered the oath of office for Mr. Marshall Harvey.

Mr. Harvey said that he was Chairman of the Census when Ms. Yevonne Brannon was serving as a county commissioner. He thanked everyone that supported him to serve on the Soil and Water Conservation District Board of Directors.

Commissioner Portman said that Ms. Marshall has administered oaths of office three times in the past and thanked her for her service. He also thanked his spouse for her support and acknowledged that today is her birthday.

4. [Election of Chair of the Board for a Term of One Year - Denise Hogan, Clerk to the Board, calls for Nominations for Chair. The new Chair is elected and then presides over the meeting](#)

Commissioner Calabria nominated Commissioner Sig Hutchinson, Commissioner West seconded the nomination.

**Commissioner Burns, seconded by Commissioner Calabria, to close the nominations and confirm by affirmation to accept the nomination of Commissioner Sig Hutchinson as Chairman. The motion passed unanimously.**

Chairman Hutchinson thanked the Board of Commissioners for their support. He said that his role as Chairman is to continue to enable the work of professionals. He acknowledged the work of Commissioner Holmes and her work with affordable housing, Commissioner Calabria for his work with Transit and Food Insecurity, Commissioner West for his work with vulnerable communities, and Commissioner Burns for his work with water quality and environmental issues. He said the board is looking forward to working with Commissioners Portman and Ford and their visions.

Chairman Hutchinson thanked staff for their work. He thanked his spouse for her support through the years. He thanked the mayors of Wake County and the citizens for their volunteer work and making Wake County a great place to live.

5. [Election of Vice-Chair for a Term of One Year - Chair Presides over Election](#)

Commissioner West nominated Commissioner Calabria for Vice-Chair. Commissioner Burns seconded the nomination.

Commissioner Portman nominated Commissioner Jessica Holmes. Commissioner Ford seconded the nomination.



Commissioner Burns motioned, seconded by Commissioner Portman, to close the nominations. The motion passed unanimously.

Chairman Hutchinson called for a show of hands from the board. Votes were as follows:

Commissioner Matt Calabria - Commissioner Matt Calabria  
Commissioner John Burns - Commissioner Matt Calabria  
Commissioner James West - Commissioner Matt Calabria  
Commissioner Sig Hutchinson - Commissioner Matt Calabria  
Commissioner Jessica Holmes - Commissioner Jessica Holmes  
Commissioner Erv Portman - Commissioner Jessica Holmes  
Commissioner Greg Ford - Commissioner Jessica Holmes

Commissioner Matt Calabria received the majority of votes and won the election of Vice-Chair effective December 5, 2016 thru December 4, 2017.

Commissioner Calabria said he was proud to serve on the Board of Commissioners and has had the opportunity to work with outstanding staff in the county. He said that Commissioners Ward and Sullivan will be missed by the board. He said that he was excited to work with the new board members and the individual and collective goals of the commissioners. He commended Commissioner Holmes for her service and leadership. He said that there is work to do, and he is looking forward to the future of serving on the board.

A brief recess was taken, and the meeting reconvened.

6. [Approval of Agenda](#)

**Commissioner Burns moved, seconded by Commissioner Holmes, to approve the agenda. The motion passed unanimously.**

7. [Recognition of Outgoing Chairman James West](#)

Chairman Sig Hutchinson commended Commissioner West for his service to Wake County. He said that he served on the Raleigh City Council for eleven years and on the Wake County Board of Commissioners for six years. He said that Commissioner West has served the community for seventeen years and with compassion for the citizens of Southeast Raleigh. He presented him with a plaque for his service as outgoing Chairman for the past two years.

Chairman Hutchinson read the plaque aloud.



Chairman West said that it has been an honor and privilege to serve the citizens of Wake County. He commended the board for their commitment, focus and direction. He said that he is proud to be a part of the work of the board.

8. [Approval of the Minutes of the Regular Meeting of November 21, 2016](#)

**Commissioner Burns moved, seconded by Commissioner Holmes, to approve the Minutes of the Regular Meeting of November 21, 2016. The motion passed unanimously.**

**Consent Agenda**

**Vice-Chair Calabria moved, seconded by Commissioner Burns, to approve the consent agenda. The motion passed unanimously.**

9. [Authorize 1 FTE to Support County Enterprise Resource Platform](#)

**Attachments:** [Authorize 1 FTE to Support County Enterprise Resource Platform](#)  
[Budget Memo - FY 2017 Information Services.xlsx](#)

**Vice-Chair Calabria moved, seconded by Commissioner Burns, that the Board of Commissioners authorize one (1) full-time equivalent in the Information Services department to serve as project manager for the County's enterprise resource platform, eWake. The motion passed unanimously.**

10. [Authorize 1 FTE in the Debt Service Fund](#)

**Attachments:** [Agenda Item.docx](#)  
[Budget Memo - FY 2017 Debt Service Fund.xls](#)

**Vice-Chair Calabria moved, seconded by Commissioner Burns, that the Board of Commissioners authorize an increase of 1.0 FTE in the debt service fund and amend the budget accordingly. The motion passed unanimously.**

11. [Reallocate FY 2017 Capital Project Budget](#)

**Attachments:** [CIP BOC Agenda Item 12.05.16](#)

**Vice-Chair Calabria moved, seconded by Commissioner Burns, that the Board of Commissioners:**

- 1. Reallocate \$103,201.84 of savings in projects in Automation and Public Safety Elements, to Uncommitted Funds in the County Capital Projects Fund; and**
- 2. Reallocate \$16,869.68 of savings in Blue Jay Point Paving Project**



within the County Buildings Element to the Lake Crabtree ADA Compliance Project in the Parks and Recreation Element. The motion passed unanimously.

12. [Certify and Appropriate for Wake County's Public, Educational and Governmental \(PEG\) Channels](#)

**Attachments:**    [PEG agenda item.docx](#)  
                          [PEG Certification Form.pdf](#)  
                          [PEG MOA - Page 1 Signed.pdf](#)  
                          [PEG MOA - Page 2 Signed.pdf](#)  
                          [Budget Memo - FY 2017 Grants Fund.xlsx](#)

Vice-Chair Calabria moved, seconded by Commissioner Burns, that the Board of Commissioners:

1. Approve the certification of Wake County's Public, Educational and Government (PEG) Channels as Channel 10 (P), Channel 18 (E) and Channel 11 (G); and
2. Accept and appropriate \$56,796 in state revenue to be used for expenses related to the production of PEG channel programming. The motion passed unanimously.

13. [Accept and Appropriate \\$175,000 for Ryan White Care B Primary Medical Services Program Funding from the North Carolina Department of Health and Human Services](#)

**Attachments:**    [Agenda Item](#)  
                          [Award Letter](#)  
                          [Budget Memo - FY 2017 Human Services.xlsx](#)

Vice-Chair Calabria moved, seconded by Commissioner Burns, that the Board of Commissioners accept and appropriate \$175,000 in one-time grant funds from the North Carolina Department of Health and Human Services. The motion passed unanimously.

14. [Consideration of the Revision to the Voluntary Agricultural District Program](#)

**Attachments:**    [BOC VAD Item Summary Sheet2.docx](#)  
                          [2016 MOU btw Wake and towns.doc](#)  
                          [2016 Wake VAD Nov Fina IDRAFT.doc](#)  
                          [VAD comparison Chart .docx](#)  
                          [Map of VAD Parcels.pdf](#)

Vice-Chair Calabria moved, seconded by Commissioner Burns, that the Board of Commissioners approve the revised ordinance of its Voluntary Agricultural District Program, replacing the 2002 ordinance with an



updated ordinance that aligns with current General Statutes section 106-735 through 106-744 and Chapter 153A, effective immediately. The motion passed unanimously.

15. [Award Multi-Year Contract to Tyler Technologies, Inc. to Provide Street-Level Imagery Services](#)

Attachments: [Item Summary - Street Level Imagery.docx](#)

Vice-Chair Calabria moved, seconded by Commissioner Burns, that the Wake County Board of Commissioners authorize the County Manager to enter into a three-year contract with the option for two additional one-year renewals with Tyler Technologies, Inc. to provide street-level imagery of new residential and commercial construction. The motion passed unanimously.

16. [Tax Committee Recommendations for Value Adjustments, Late Filed Applications, Collections Refunds and Tax Collections](#)

Attachments: [Tax Collections Item Summary](#)  
[Tax Committee Agenda Process](#)  
[Executive Summary 1](#)  
[Executive Summary 2](#)  
[December 2016 Refunds Under 500](#)  
[December 2016 Refunds Over 500](#)  
[Daily Updates For Exemptions](#)  
[Daily Updates For Penalties](#)  
[Daily Updates For Tax Relief](#)  
[Daily Updates For Special Situations](#)  
[Municipal Collection Report](#)  
[Wake County Collection Report](#)  
[Monthly In-Rem Foreclosure Report](#)  
[Register of Deeds Excise Tax Report](#)

Vice-Chair Calabria moved, seconded by Commissioner Burns, that the Board of Commissioners approve the attached recommendations by the Tax Committee. The motion passed unanimously.

## Public Comments

No one came forward for public comments.

## Regular Agenda

17. [Wake County Public School System CIP Reallocations and Appropriations - SNAP](#)



[Funding \(Second Reading\)](#)

**Attachments:**    [2nd Reading Item Summary](#)  
[BOC Resolution 12.5.16](#)  
[CIP 2013 Appropriation Summary as of 12.5.16](#)  
[Board of Education Resolution](#)

Mr. Joe Desormeaux, Wake County Public Schools Assistant Superintendent for Facilities, Design and Construction, said the request is to reallocate \$8,380,000 in CIP 2013 from mobile classroom reallocations to fund design and construction for seven projects identified through the Space Needs Analysis and Prioritization (SNAP) Process. Mr. Desormeaux said that the revised mobile reallocation budget is \$7,583,159.

Commissioner Calabria commended Wake County Public School System staff and the extra time to put their best foot forward.

Commissioner West commended staff for developing creative, innovative ways to provide the best education for the children in Wake County.

**Commissioner Burns moved, seconded by Commissioner Ford, that the Board of Commissioners approve the following request from the Wake County Board of Education for reallocations and appropriations in CIP 2013:**

**1. Reallocate a total of \$8,380,000 from mobile classroom relocations to fund design and construction for seven projects identified through the Space Needs and Analysis Prioritization (SNAP) Process The motion passed unanimously.**

18.    [Wake County Public School System CIP 2013 Reallocations and Appropriations \(First Reading\)](#)

**Attachments:**    [Agenda Cover](#)  
[Presentation.pdf](#)  
[BOC Resolution 1.3.17](#)  
[CIP Appropriation Summary as of 12.5.16](#)  
[Board of Education Development Agreement Resolution](#)  
[Triangle YMCA Wake County Development Agreement.pdf](#)  
[Board of Education Reallocation and Appropriation Resolution](#)

Mr. Desormeaux shared the key drivers of the request.

- Growth projections identify a need for an additional elementary school identified as E-46



- Startup design for the school to be funded by CIP 2013 and construction funding in future building program
- School completion scheduled for July 2019
- The project will be a Public Private Partnership (PPP) with the Young Men's Christian Association of the Triangle Area, Inc. (YMCA)

Mr. Desormeaux recognized members of the YMCA project that were present. He shared a map of the target rings for school site planning and a concept plan map.

He shared a summary of the facility.

- Approximately 110,000 SF
  - Estimated 75,000 SF for primarily school use
  - Shared use with YMCA of a portion of the remaining SF
- Accommodate approximately 500 students
- Development is just under 31 acres of which approximately 19 acres will be used for the school/YMCA project.
- Open for 2019-2020 school year

Mr. Desormeaux shared the Public Private Partnership information.

- P3 per NCGS 143-128.1C
- Initial term 20 years with three 10 year renewals
- PPP requires private developer to provide at least 50% of financing
- Including the value of land, the total cost of the project is \$40.2 million.
- WCPSS estimated building design and construction cost is \$18.5 million.
- Board of Education will lease the school portion of the Facility from the YMCA.
- WCPSS will use shared spaces during school hours and YMCA will use shared spaces during non-school hours
- The YMCA will have the right to use a portion of the school space leased to the Board for YMCA activities.
- Proposed payment structure for the partnership (to be approved in lease subsequent agreement) \$1 million for design
- \$2.5M payment when building construction begins
- \$2.5M payment at 50% construction completion
- 90% of remainder after occupancy
- 7.5% after the punchlist items are completed



- Remaining 2.5% based on open book third party examination of actual cost

Mr. Desormeaux shared the next steps.

- Today - BOC first reading of \$1M design funding request
- Dec 20 - BOE approval of the development agreement
- Jan 3 - BOC second reading and approval of \$1M design funding request
- Lease agreement to BOE, LGC and BOC late spring or early summer of 2017
- Occupancy of school fall of 2019

Commissioner West said that this process is a creative way to look at student achievement.

Commissioner Holmes thanked the Board of Education for the Public/Private partnership.

Commissioner West asked for information about the Raleigh Promise project led by Ms. Kia Baker. A member of the YMCA project said there was a trip to Atlanta, GA and the concept for the YMCA was developed. He said that a YMCA, affordable housing, and a school was all in one place. He said the concept of purpose built communities was developed. He said the Raleigh Promise program aids with health and wellness, affordable housing, and education. He said that leadership development and economic opportunity were added to the initiative.

Commissioner Burns commended the Board of Education and YMCA for working together on this initiative. He asked what steps are taken that there are not challenges with public tax dollars are used. He said that he was pleased the project is moving forward.

Commissioner Ford thanked the YMCA for the innovation and the ability to provide cost effective ways for students and their families with good programs. He thanked Mr. Desormeaux for his work on the project and asked if there had been discussion about whether the project would be a traditional or year-round school.

Mr. Desormeaux said that all schools are planned as traditional.

19. [Public Hearing on a Request for Disinterment, Relocation and Re-Interment of Approximately One Grave Located on a 47.1-Acre Property at 1116 Martin Pond Road Near Wendell to Oakwood Cemetery Near Downtown Raleigh \(Petition GR-01-16\)](#)



**Attachments:**    [GR-01-16 Item Summary](#)  
[GR-01-16 PowerPoint](#)  
[GR-01-16 Petition, Archaeological Report, and Supplemental Information](#)  
[GR-01-16 Aerial-Location Map](#)

Mr. Keith Lankford, Wake County Planner, said that the request for the grave disinterment, relocation, and re-interment is submitted by Richard Hibbits, on behalf of the property owner M'Lou Anderson, to remove the remains within approximately one grave. He said the term "approximately" is used until excavation is complete. He said the petitioner has indicated that the remains within the grave will be moved and reinterred within Oakwood Cemetery, at 701 Oakwood Avenue, near downtown Raleigh, where they will receive perpetual care. Mr. Lankford shared information about the location of the site.

He shared the cemetery history.

- In an attempt to identify the person buried in this grave, the petitioner:
  - Researched recorded deeds and plats
  - Performed genealogical research of the previous owners
  - No record of a grave could be found and no identification could be made
- No records or historical significance were found and no opposition to this request has been received
  - Capital Area Preservation
  - Irene Kittinger, Wake County Cemetery Survey Group
  - Town of Wendell planning staff

Mr. Lankford shared the grave removal process.

- Under NCGS, the remains are required to be reinterred in a suitable cemetery
- The remains will be reinterred within Oakwood Cemetery located at 701 Oakwood Avenue, near downtown Raleigh
- Work shall be performed by a licensed funeral director
- Wake County Environmental Services staff will observe the removal

Mr. Lankford shared the information about the compliance with NCGS.

- Legal notices appeared in the News and Observer newspaper on June 30th, July 7th, 14th, and 21st of 2016
- The remains will be reinterred in Oakwood Cemetery where they will receive perpetual care
- Planning staff posted the required notification signs at the



property on November 22nd, 2016

- No opposition has been received

He shared the staff findings.

1) The petitioner has fulfilled all of the requirements for the removal and relocation of the remains within this grave as outlined by the North Carolina General Statutes, Section 65-106

(2) The petitioner has indicated that the removal of the grave is necessary to accommodate the sale of the property for future development by others

(3) Arrangements have been made for the remains to be reinterred in Oakwood Cemetery, where they will receive perpetual care

(4) Neither the petitioner, nor the planning staff, have received any opposition to the removal and relocation of the grave

(5) There is no evidence of any historical significance regarding the grave and its removal would not be detrimental to the general welfare of the county

Chairman Hutchinson opened the public hearing.

Mr. Richard Hibbits, 4227 Galax Drive, Raleigh, NC said that he is the petitioner and would answer any questions that commissioners have about the process on behalf of M'Lou Anderson.

Chairman Hutchinson closed the public hearing.

Mr. Lankford said the staff recommendation is to approve the recommendation.

**Commissioner Burns moved, seconded by Vice-Chair Calabria, that the Board of Commissioners approve the disinterment, relocation and re-interment of approximately one grave from a 47.1-acre property at 1116 Martin Pond Road near Wendell to Oakwood Cemetery near downtown Raleigh. The motion passed unanimously.**

**20. [Public Hearing to Consider Joseph Blake Farm Historic Landmark Designation](#)**

**Attachments:**    [ItemSummaryBlakeHouse.doc](#)  
                          [Presentation](#)  
                          [Landmark Designation Report.pdf](#)  
                          [Draft Ordinance](#)  
                          [SHPO Letter](#)

Mr. Gary Roth, President and CEO, Capital Area Preservation, Inc., said the Joseph Blake Farm, 4301 Mial Plantation Road, Knightdale, NC, is



the seventy fifth historic landmark should it be approved.  
He shared the history of the Joseph Blake Farm. He shared the significance statement.

"The Joseph Blake Farm, established ca. 1860, exemplifies a late-antebellum, well-to-do, eastern Wake County farm in operation into the twentieth century. The farmstead comprises buildings dating from the mid-nineteenth-century through the early twentieth-century. The variety of building types and construction dates are testament to the decades of agricultural use of the land. The farm retains integrity of location, design, workmanship, materials, feeling and association, as it contains its original arrangement of outbuildings throughout the property."

Chairman Hutchinson opened the public hearing.

No one came forward.

Chairman Hutchinson closed the public hearing.

Mr. Roth said that staff recommends approval of the Joseph Blake Farm as a Wake County Historic Landmark.

Mr. Jeff Hastings, Wake County Historic Preservation Commission member, said at its November 15, 2016 meeting, the Wake County Historic Preservation Commission unanimously recommended that the Wake County Board of Commissioners designate the Joseph Blake Farm at 4301 Mial Plantation Road, Knightdale vicinity a Wake County Historic Landmark.

Chairman Hutchinson commended the WCHPC for their work.

**Commissioner West moved, seconded by Commissioner Ford, that the Board of Commissioners hold a public hearing and approve the proposed landmark designation ordinance for the Joseph Blake Farm. The motion passed unanimously.**

21. [Public Hearing and Authorization of a \\$3 Increase in the Regional Transit Authority Registration Tax for Funding of Public Transportation Systems](#)

**Attachments:**    [Agenda Item](#)  
                              [Resolution](#)

Mr. Tim Maloney, Wake County Director, Planning, Development and Inspections, said that on June 6, 2016, the Wake County Board of Commissioners officially adopted the Wake County Transit Plan, including the Wake County Transit Financial Plan, and the Transit Governance Interlocal Agreement which guides the ongoing planning,



funding, expansion and construction of the plan. The Board of Commissioners also authorized an advisory referendum for a 1/2 percent sales tax for transit, a key source for funding implementation of the plan. He said a \$3 increase in the Regional Transit Authority Registration tax was included as a local funding source in the Wake County Transit Plan and Wake County Transit Financial Plan. Since 1991, a \$5 regional transit authority registration tax has been assessed on qualifying motor vehicles registered in Durham, Orange, and Wake counties and is remitted by the NC Department of Motor Vehicles (NC DMV) to GoTriangle. He said it is used for regional transportation services provided in Durham, Orange, and Wake counties. He said that it is estimated that a full year of funding will result in approximately \$2.5 million of new revenue for the Wake County Transit Work Plan. He said a public hearing regarding whether the Board of Commissioners authorize a \$3 increase in the Regional Transit Authority Registration Tax by GoTriangle for the purpose of funding public transportation systems in accordance with the Wake County Transit Plan and Wake County Transit Financial Plan was duly noticed on November 22, 2016. Per NCGS 105-561, the Wake County Board of Commissioners must approve an increase in taxes by the Regional Transit Authority assessed in Wake County. He said the \$3 increase will be effective for vehicle registration renewal offers that will be mailed in July 2017, subject to NC DMV implementation.

Mr. Maloney said that the Board of Commissioners is also asked to request that the GoTriangle Special Tax Board and the Board of Trustees, after issuing notice and holding a public hearing, increase the Regional Transit Authority Registration tax from \$5 to \$8 in Wake County to fund the Wake County Transit Work Plan in accordance with the Wake County Transit Plan and Wake County Transit Financial Plan. He said it is anticipated that the GoTriangle Special Tax Board of Trustees will meet in January.

Commissioner West reiterated that the funds are to be used for the Wake County Transit Plan. Mr. Maloney said that is correct.

Chairman Hutchinson opened the public hearing.  
No one came forward.  
Chairman Hutchinson closed the public hearing.

Mr. Scott Warren, County Attorney commended Ms. Allison Cooper, Senior Assistant County Attorney, and Ms. Beth Smerko, Senior Deputy County Attorney, for their work toward the item.

**Commissioner Burns moved, seconded by Commissioner West, that the Board of Commissioners, after a public hearing, adopt the attached resolution to:**



**1. Authorize a \$3 Increase in the Regional Transit Authority Registration Tax by GoTriangle for the purpose of funding public transportation systems in accordance with the Wake County Transit Plan and Wake County Transit Financial Plan; and**

**2. Authorize the GoTriangle Special Tax Board and Board of Trustees, after issuing notice and holding a public hearing, to increase the Regional Transit Authority Registration Tax by \$3 for the purpose of funding public transportation systems in accordance with the Wake County Transit Plan and Wake County Transit Financial Plan. The motion passed unanimously.**

**22. [Public Hearing and Authorization of a \\$7 Wake County Vehicle Registration Tax for Funding of Public Transportation Systems](#)**

**Attachments:**    [Agenda Item](#)  
                          [Resolution](#)  
                          [Draft Interlocal Agreement](#)

Mr. Maloney said the request is for a \$7 Wake County Vehicle Registration Tax that was included as a local funding source in the Wake County Transit Plan and Wake County Transit Financial Plan and the revenue can only be used for transit in Wake County. He said that it is estimated that a full year of funding will result in approximately \$6 million of new revenue. The state statute allowing the \$7 Wake County Vehicle Registration Tax directs that funds collected by the NC Department of Motor Vehicles (NCDMV) be remitted to Wake County and the municipalities in its jurisdiction providing public transportation services in Wake County are the City of Raleigh, the Town of Cary, and the Town of Wake Forest. He said a small portion of the City of Durham overlaps with the jurisdiction of Wake County, and as such, they too would be deemed a municipality providing transit services in Wake County.

Mr. Maloney said that it is anticipated that GoTriangle, the City of Raleigh, the Town of Cary, the Town of Wake Forest, and the City of Durham will consider and approve the Interlocal Agreement subject to further amendments of the parties, for the administrative distribution of funds derived from the \$7 Wake County Vehicle Registration Tax before January 31, 2017. Once approved, Wake County will submit all necessary documentation to the NCDMV for implementation of the \$7 Wake County Vehicle Registration Tax in accordance with G.S. 105-570. The \$7 Wake County Vehicle Registration Tax would be effective for the registration renewal offers that will be mailed in July 2017, subject to NCDMV implementation.



Chairman Hutchinson opened the public hearing.  
No one came forward.  
Chairman Hutchinson closed the public hearing.

**Vice-Chair Calabria moved, seconded by Commissioner Burns, that the Board of Commissioners, after a public hearing, adopt the attached resolution to:**

- 1. Levy a new \$7 Wake County Vehicle Registration Tax as authorized pursuant to NCGS 105-570 for the purpose of funding public transportation systems in accordance with the Wake County Transit Plan and Wake County Transit Financial Plan; and**
- 2. Approve the attached Interlocal Agreement governing the administrative distribution of funds derived from the new \$7 Wake County Vehicle Registration Tax and authorize the County Manager to execute the Interlocal Agreement, subject to terms and conditions acceptable to the County Attorney. The motion passed unanimously.**

- 23. [Appropriate \\$410,565 in Partnership with the Triangle Land Conservancy and the City of Raleigh to Acquire Approximately 40 Acres of Open Space Adjacent to Lake Benson](#)**

**Attachments:**    [Ral TLC Partnership Liles Item Summary](#)  
[Liles Property Presentation](#)  
[Liles Site Map.pdf](#)  
[Liles Area Map.pdf](#)  
[Liles Appraisal Summary 2016 01 27.pdf](#)  
[Ral TLC Partnership Liles Funding Agreement FINAL.pdf](#)  
[Budget Memo - FY 2017 Open Space](#)

Mr. Chris Snow, Wake County Parks, Recreation, and Open Space Director, said the acquisition agreement is between Wake County, City of Raleigh, Triangle Land Conservancy and the Conservation Fund. He recognized property owners Mr. Robert Liles and Ms. Martha Liles. He also recognized Mr. Bo Howes and Ms. Leigh Ann Hammerbacher, Triangle Land Conservancy.

Mr. Snow shared information about the Liles property.

- 2015 Request for Projects (RFP) Process
- 40 acres of a larger 43 acre property
- Swift Creek Watershed



- Adjacent to City property at Lake Benson
- Water quality benefits in Lake Benson and Swift Creek
- Size = 40 acres
  - Appraisal           \$892,000
  - Sale Price           \$799,930
  - Project Cost       \$825,830
- Wake participation \$410,565 or 49.7% of Project Cost

He shared the acquisition notes.

Commissioner West asked about the connection between the Town of Garner and City of Raleigh. Mr. Snow said the acquisition is important to the City of Raleigh because of Lake Benson and the water quality protections of the drinking water.

Mr. Snow said the Town of Garner was approached by the City of Raleigh about the long-term stewardship role that the Triangle Land Conservancy is providing now. He said that the Town of Garner has decided not to participate at this time.

Chairman Hutchinson asked about the restoration planning. Mr. Snow said that re-establishing a buffer around the lake is important.

Commissioner Burns thanked the land owners for assisting with the water supply in Wake County. He said there is a \$92,000 contribution to the preservation of land in Wake County.

**Commissioner Ford moved, seconded by Commissioner Burns, that the Board of Commissioners:**

- 1. Approve and authorize the County Manager to sign a funding agreement with the Triangle Land Conservancy (TLC) for the acquisition of approximately 40 acres of open space adjacent to Lake Benson pursuant to terms and conditions acceptable to the County Attorney;**
- 2. Appropriate \$410,565 in open space funds for the acquisition; and**
- 3. Accept a conservation easement from the TLC covering the acquisition. The motion passed unanimously.**

- 24. [Approve Rules of Procedure and Areas of Representation, as well as Appoint Members of the Wake County Affordable Housing Steering Committee](#)**



**Attachments:**    [Item Summary.doc.docx](#)  
[Wake County Affordable Housing Steering Committee Rules of Procedure.pdf](#)  
[Affordable Housing Steering Committee RosterV2.docx](#)  
[Applications Received for Appointment.pdf](#)

Ms. Alicia Arnold, Wake County Housing and Transportation Division Director, said that the Wake County Affordable Housing Steering Committee was established by the Board of Commissioners on September 19, 2016. The mission of the Steering Committee is to provide guidance, contribute input and engage the public during the completion of a 20-year, comprehensive Affordable Housing Planning effort. Ms. Arnold said that the Affordable Housing Steering Committee will include Subject Matter Expert members, Stakeholder members, Resident members, and one Board of Commissioner member.

Commissioner West said there was a question about the representation from the Wake County Home Builders Association and fully defining the gaps on the committee. He said there is a process to include that representation.

Commissioner Burns thanked staff, commissioners, and the committee members for their patience in receiving the answer to his questions. He thanked Commissioner Holmes for chairing the committee. He thanked Mr. David Ellis, Deputy County Manager, for his leadership in the process.

Commissioner West said the residents in Southeast Raleigh are participating and filling the gaps on the committee is important to its success.

Chairman Hutchinson commended Commissioner Holmes for her leadership and thanked staff for their work for bringing the committee forward.

**Commissioner Holmes moved, seconded by Commissioner Burns, that the Board of Commissioners approve the Rules of Procedure for the Wake County Affordable Housing Steering Committee; approve updates made to the areas of representation; and appoint members to the Wake County Affordable Housing Steering Committee such that the areas of representation indicated by the Rules of Procedure are each represented. The motion passed unanimously.**

**25.    [Approval of 2017 Board of Commissioners' Meeting Schedule and Budget Calendar](#)**

**Attachments:**    [Approval of 2017 Board of Commissioners Meeting Schedule and Budget Calendar.docx](#)  
[2017-BOC-PROPOSED-MTG-SCHEDULE.docx](#)



**Commissioner West moved, seconded by Commissioner Burns, that the Board of Commissioners approve the meeting schedule and budget calendar for 2017. The motion passed unanimously.**

## **Appointments**

### **26. [Wake County Commission for Women](#)**

**Attachments:**    [Item Summary.doc](#)  
                          [Commission for Women Members 11-16.docx](#)  
                          [2015 Attendance Commission for Women 11.10.16.xlsx](#)  
                          [Commission for Women Applicants.pdf](#)

Vice-Chair Calabria asked that the Commission for Women appointments be deferred until the January 2017 meeting to be considered by board members at that time.

### **27. [Fire Commission](#)**

**Attachments:**    [Item Summary.doc](#)  
                          [Fire Commission Members 11-16.docx](#)  
                          [Applicants.pdf](#)  
                          [Fire Commission Attendance.xls](#)

Vice-Chair Calabria nominated Mr. Ricky Wright for appointment to serve as a Citizen/Consumer representative on the Wake County Fire Commission with the suspension of rules regarding term limits.

### **28. [Raleigh-Durham Airport Authority](#)**

**Attachments:**    [Item Summary.doc](#)  
                          [Raleigh-Durham Airport Authority Members.docx](#)  
                          [RDU Applicants 12-16.pdf](#)  
                          [RDU Attendance.xls](#)

Vice-Chair Calabria nominated Mr. John Kane and Mr. Lawrence Zucchini for reappointment.

### **29. [Fairview Rural Fire Department Inc. Board of Trustees Firemen's Relief Fund](#)**

**Attachments:**    [Item Summary.doc](#)  
                          [Fairview Rural Fire Department Inc Board of Trustees Firemen's Relief Fund Members.docx](#)  
                          [Fairview Rural Fire District Report.pdf](#)

Vice-Chair Calabria nominated Mr. Donald Pierce and Mr. Joel West for reappointment. Recommending suspension of rules for both



reappointments.

**30. [Garner Fire Department Board of Trustees Firemen's Relief Fund](#)**

**Attachments:**    [Item Summary.docx](#)  
                          [Garner Fire Department Board of Trustees Firemen's Relief Fund](#)  
                          [Members .docx](#)  
                          [Garner Fire District Report.pdf](#)

Vice-Chair Calabria nominated Mr. Kevin Radford and Mr. Steve Woodall for reappointment.

**31. [Hopkins Rural Fire Department Inc. Board of Trustees Firemen's Relief Fund](#)**

**Attachments:**    [Item Summary.doc](#)  
                          [Hopkins Fire Department Board of Trustees Firemen's Relief Fund](#)  
                          [Members.docx](#)  
                          [Hopkins Fire District Report.pdf](#)

Vice-Chair Calabria nominated Deputy Chief Matthew White for appointment.

**32. [Rolesville Rural Fire Department Board of Trustees Firemen's Relief Fund](#)**

**Attachments:**    [Item Summary.docx](#)  
                          [Rolesville Rural Fire Department Board of Trustees Firemen's Relief](#)  
                          [Fund Members.docx](#)  
                          [Rolesville Rural Fire District Report.pdf](#)

Vice-Chair Calabria nominated Mr. Jerry Eddins and Mr. Charles Jones for reappointment. Recommending suspension of the rules for Mr. Jones.

**33. [Stony Hill Rural Fire Department Board of Trustees Firemen's Relief Fund](#)**

**Attachments:**    [Item Summary.docx](#)  
                          [Stony Hill Rural Fire Department Board of Trustees Firemen's Relief](#)  
                          [Fund Members.docx](#)  
                          [Stony Hill Rural Fire District Report.pdf](#)

Vice-Chair Calabria nominated Mr. G. Brian Dillard and Mr. Charles Brown for reappointment. Recommending suspension of the rules for both reappointments.

**34. [Western-Wake Fire-Rescue Department Inc. Board of Trustees Fireman's Relief](#)**

**Attachments:**    [Item Summary.docx](#)  
                          [Western Wake Fire-Rescue Department Inc Board of Trustees](#)  
                          [Firemen's Relief Fund Members.docx](#)  
                          [Western Wake Fire District Report.pdf](#)

Vice-Chair Calabria nominated Mr. Edward Brantley and Mr. Stephen Mickler for reappointment.



**Vice-Chair Calabria moved, seconded by Commissioner Holmes, to approve the appointments by acclamation. The motion passed unanimously.**

**35. [Upcoming Vacancies](#)**

**Attachments:** [Upcoming Vacancies for January 2017.docx](#)

Ms. Denise Hogan, Clerk to the Board read aloud the Upcoming Vacancies for January 2017.

**Other Business**

Commissioner Holmes said that she has been humbled to serve Wake County. She said that she is proud to advocate for education, child hunger, and affordable housing. She said there are many of her goals to be accomplished, but she would be leaving the board in excellent hands. She said she will be resigning her position on the Board of Commissioners and will work with others to ensure that her goals will continue to move forward. She thanked staff and those that have supported her through the process. She said that she would work with staff to ensure a smooth transition.

**Closed Session**

Mr. Warren said there was a need for a Closed Session and the motion was pursuant to receive advice from the County Attorney regarding Industrial Commission file number Y04810 pursuant the N.C.G.S. 143-318 11 (a) (3). He said attendance to the Closed Session was limited to staff under the attorney client privilege.

**Commissioner Burns moved, seconded by Commissioner Holmes, to go into Closed Session. The motion passed unanimously.**

The meeting recessed and then reconvened.

**Vice-Chair Calabria moved, seconded by Commissioner Holmes, that the Board of Commissioners approve a settlement in Industrial Commission file number Y04810 in the sum of \$140,000 subject to terms and conditions acceptable to the County Attorney.**

**Adjourn**

**Commissioner Burns moved, seconded by Commissioner Holmes to Adjourn the meeting. The motion passed unanimously.**

Respectfully submitted,



Denise M. Hogan, NCCCC  
Clerk to the Board  
Wake County Board of Commissioners





## Legislation Details (With Text)

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**File #:** 16-596  
**Type:** Items of Business  
**Status:** Agenda Ready  
**In control:** Board of Commissioners  
**On agenda:** 12/5/2016  
**Final action:**  
**Title:** Oath of Office for Wake County Commissioners

Administered by Judge Michael R. Morgan, Wake County Superior Court, for Greg Ford  
Administered by Elaine F. Marshall, Secretary of State, for Erv Portman  
Administered by Denise Hogan, Clerk to the Board, for James West

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
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### Oath of Office for Wake County Commissioners

Administered by Judge Michael R. Morgan, Wake County Superior Court, for Greg Ford  
Administered by Elaine F. Marshall, Secretary of State, for Erv Portman  
Administered by Denise Hogan, Clerk to the Board, for James West





## Legislation Details (With Text)

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**File #:** 16-597

**Type:** Items of Business      **Status:** Agenda Ready

**In control:** Board of Commissioners

**On agenda:** 12/5/2016      **Final action:**

**Title:** Oath of Office for Wake County Register of Deeds

Administered by Jennifer J. Knox, Clerk of Court, for Laura M. Riddick

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
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Oath of Office for Wake County Register of Deeds

Administered by Jennifer J. Knox, Clerk of Court, for Laura M. Riddick





## Legislation Details (With Text)

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**File #:** 16-598

**Type:** Items of Business      **Status:** Agenda Ready

**In control:** County Manager

**On agenda:** 12/5/2016      **Final action:**

**Title:** Oath of Office for the Wake Soil and Water Conservation District Board

Administered by Judge Craig Croom, District Court Judge, for Thomas Dean

Administered by Judge Craig Croom, District Court Judge, for Marshall Harvey

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
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Oath of Office for the Wake Soil and Water Conservation District Board

Administered by Judge Craig Croom, District Court Judge, for Thomas Dean

Administered by Judge Craig Croom, District Court Judge, for Marshall Harvey





## Legislation Details (With Text)

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**File #:** 16-599

**Type:** Items of Business      **Status:** Agenda Ready

**In control:** County Manager

**On agenda:** 12/5/2016      **Final action:**

**Title:** Election of Chair of the Board for a Term of One Year - Denise Hogan, Clerk to the Board, calls for Nominations for Chair. The new Chair is elected and then presides over the meeting

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
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Election of Chair of the Board for a Term of One Year - Denise Hogan, Clerk to the Board, calls for Nominations for Chair. The new Chair is elected and then presides over the meeting





## Legislation Details (With Text)

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**File #:** 16-600

**Type:** Items of Business      **Status:** Agenda Ready

**In control:** Board of Commissioners

**On agenda:** 12/5/2016      **Final action:**

**Title:** Election of Vice-Chair for a Term of One Year - Chair Presides over Election

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
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Election of Vice-Chair for a Term of One Year - Chair Presides over Election





## Legislation Details (With Text)

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**File #:** 16-601

**Type:** Items of Business      **Status:** Agenda Ready

**On agenda:** 12/5/2016      **In control:** County Manager

**Title:** Approval of Agenda

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
12/5/2016	1	Board of Commissioners	accepted	

Approval of Agenda





## Legislation Details (With Text)

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**File #:** 16-604

**Type:** Items of Business      **Status:** Agenda Ready

**In control:** Board of Commissioners

**On agenda:** 12/5/2016      **Final action:**

**Title:** Recognition of Outgoing Chairman James West

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
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Recognition of Outgoing Chairman James West





## Legislation Details (With Text)

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**File #:** 16-602

**Type:** Items of Business      **Status:** Agenda Ready

**In control:** Board of Commissioners

**On agenda:** 12/5/2016      **Final action:**

**Title:** Approval of the Minutes of the Regular Meeting of November 21, 2016

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
12/5/2016	1	Board of Commissioners	accepted	

Approval of the Minutes of the Regular Meeting of November 21, 2016





## Legislation Details (With Text)

**File #:** 16-608  
**Type:** Consent Item  
**Status:** Agenda Ready  
**In control:** County Manager  
**On agenda:** 12/5/2016  
**Final action:**  
**Title:** Authorize 1 FTE to Support County Enterprise Resource Platform  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Authorize 1 FTE to Support County Enterprise Resource Platform Budget Memo - FY 2017 Information Services.pdf](#)

Date	Ver.	Action By	Action	Result
12/5/2016	1	Board of Commissioners		

Authorize 1 FTE to Support County Enterprise Resource Platform

**That the Board of Commissioners authorizes one (1) full-time equivalent in the Information Services department to serve as project manager for the County's enterprise resource platform, eWake**





**Budget and Management Services  
Inter-Office Correspondence**

**TO:** Jim Hartmann, County Manager

**FROM:** Michelle Venditto, Budget and Management Services Director

**SUBJECT:** Revisions to Fiscal Year 2017 Personnel Authorization Ordinance.

The following chart summarizes all budget revisions to the Fiscal Year 2017 Adopted Budget for the department and fund indicated below. The summary includes approved items, as well as items to be presented to the Board of Commissioners at the meeting date indicated. *Items for presentation are shown in bold italics.*

Fund: General Fund			Dept: Information Services	
REVENUE CATEGORY: (SOURCE OF FUNDS)				
Date	Description of Revision or Adjustment	Revenue Source Type	Amount	Balance
July 1, 2016	FY17 Adopted Budget		\$7,500	\$7,500
EXPENDITURES (USE OF FUNDS)				
Department: Human Services			Fund: General Fund	
Date	Description of Revision or Adjustment	Division	Amount	Balance
July 1, 2016	FY17 Adopted Budget	Information Services	\$15,025,262	\$15,025,262
	FY16 Encumbrances Carried Forward	Information Services	\$55,919	\$15,081,181
DATE	STAFFING		FTEs	Balance
July 1, 2016	FY17 Adopted Budget		97.750	97.750
December 5, 2016	Proposed: That the Board of Commsioners establish 1.00 FTE to support County Enterprise Resource Platform (ERP)		1.000	98.750



4,588,431.55	
175,031.00	15,256,211.55
61,017.00	15,081,180.55
10,606,763.00	





## Legislation Details (With Text)

**File #:** 16-607  
**Type:** Consent Item  
**Status:** Agenda Ready  
**In control:** Finance  
**On agenda:** 12/5/2016  
**Final action:**  
**Title:** Authorize 1 FTE in the Debt Service Fund  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Agenda Item.pdf](#)  
[Budget Memo - FY 2017 Debt Service Fund.pdf](#)

Date	Ver.	Action By	Action	Result
12/5/2016	1	Board of Commissioners		

Authorize 1 FTE in the Debt Service Fund

That the Board of Commissioners authorizes an increase of 1.0 FTE in the debt service fund and amends the budget accordingly





## Budget and Management Services Inter-Office Correspondence

**TO:** Jim K. Hartmann, County Manager

**FROM:** Michelle Venditto, Budget Director

**SUBJECT:** *Revisions to Fiscal Year 2017 Debt Service Fund*

The following chart summarizes all budget revisions to the fiscal year 2016 adopted budget for the fund indicated below. The summary includes approved items, as well as items to be considered by the Board of Commissioners at the meeting date indicated. *Items for consideration are shown in bold italics.*

Fund: Debt Service				
REVENUE CATEGORY				
Date	Description of Revision or Adjustment	Revenue Category	Amount	Balance
July 1, 2016	Original Appropriation	Multiple	\$ 280,790,000	\$280,790,000
November 7, 2016	Appropriate \$120,954 for debt service related to the purchase of five fire trucks to serve the Wake County Fire Tax District	Transfer from Fire Tax Fund	\$120,954	\$280,910,954
<b>December 5, 2016</b>	<b><i>Proposed: Additional FTE to support the County debt management program</i></b>	<b><i>Appropriated Fund Balance</i></b>	<b><i>\$40,000</i></b>	<b><i>\$280,950,954</i></b>
EXPENDITURES (USE OF FUNDS)				
Date	Description of Revision or Adjustment	Program	Amount	Balance
July 1, 2016	Original Appropriation		\$ 280,790,000	\$280,790,000
November 7, 2016	Appropriate \$120,954 for debt service related to the purchase of five fire trucks to serve the Wake County Fire Tax District	Debt Service, Principal, Interest, and Fees	\$120,954	\$280,910,954
<b>December 5, 2016</b>	<b><i>Proposed: Additional FTE to support the County debt management program</i></b>	<b><i>Staffing</i></b>	<b><i>\$40,000</i></b>	<b><i>\$280,950,954</i></b>
STAFFING				
Date	Description of Revision or Adjustment	Fund	FTEs	Balance
July 1, 2016	Appropriation per Ordinance	Debt Service	2.00	2.00
<b>December 5, 2016</b>	<b><i>Proposed: Additional FTE to support the County debt management program</i></b>	<b><i>Debt Service</i></b>	<b><i>1.00</i></b>	<b><i>3.00</i></b>





## Legislation Details (With Text)

**File #:** 16-610  
**Type:** Consent Item  
**Status:** Agenda Ready  
**In control:** Board of Commissioners  
**On agenda:** 12/5/2016  
**Final action:**  
**Title:** Reallocate FY 2017 Capital Project Budget  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [CIP BOC Agenda Item 12.05.pdf](#)

Date	Ver.	Action By	Action	Result
12/5/2016	1	Board of Commissioners		

Reallocate FY 2017 Capital Project Budget

**That the Board of Commissioners:**

1. **Reallocate \$103,201.84 of savings in projects in Automation and Public Safety Elements, to Uncommitted Funds in the County Capital Projects Fund**
2. **Reallocate \$16,869.68 of savings in Blue Jay Point Paving Project within the County Buildings Element to the Lake Crabtree ADA Compliance Project in the Parks and Recreation Element**





## Legislation Details (With Text)

**File #:** 16-567

**Type:** Consent Item      **Status:** Agenda Ready

**In control:** County Manager

**On agenda:** 12/5/2016      **Final action:**

**Title:** Certify and Appropriate for Wake County's Public, Educational and Governmental (PEG) Channels

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [PEG agenda item.pdf](#)  
[PEG Certification Form.pdf](#)  
[PEG MOA - Page 1 Signed.pdf](#)  
[PEG MOA - Page 2 Signed.pdf](#)  
[Budget Memo - FY 2017 Grants Fund.pdf](#)

Date	Ver.	Action By	Action	Result
12/5/2016	1	Board of Commissioners		

Certify and Appropriate for Wake County's Public, Educational and Governmental (PEG) Channels  
**That the Board of Commissioners:**

- 1. Approves the certification of Wake County's Public, Educational and Government (PEG) Channels as Channel 10 (P), Channel 18 (E) and Channel 11 (G); and**
- 2. Accepts and appropriates \$56,796 in state revenue to be used for expenses related to the production of PEG channel programming**



**STATE OF NORTH CAROLINA**

**COUNTY OF WAKE**

**MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement entered into as of the first day of August 2015, by and between the County of Wake (County) and Cooperating Raleigh Colleges (CRC), for the purposes of setting forth certain information required by Wake County as a condition of providing funding.

**Term of Agreement:** July 1, 2015 through June 30, 2016

**Amount Payable:** Up to \$35,000

**Method of Payments:** Quarterly, following distributions from the North Carolina Department of Revenue (NC DOR) to be paid to Cooperating Raleigh Colleges within 30 days of the County's receipts of those funds.

**Description of Services:** Cooperating Raleigh Colleges (CRC) is a 501(c)(3) nonprofit incorporated in Wake County, comprised of NC State University, Meredith College, William Peace University, St. Augustine's College, Wake Technical Community College and Shaw University. As part of its mission to carry out collaborative programs through the member colleges, CRC serves as the PEG CHANNEL OPERATOR for Education Channel 18, serving citizens of Wake County who subscribe to cable television services provided by Time Warner Cable. A PEG channel is a public, educational or governmental access channel provided to a county or a city (N.C.G.S. §66-350).

- As a PEG channel operator, CRC provides the production facilities and produces and gathers the educational programming for delivery to Time Warner Cable subscribers in Wake County.
- Channel 18 operates as a non-commercial public access channel for 24 hours a day, 365 days a year with less than 15% of every 8 hours devoted to character-generated programming and does not repeat more than 15% of any content from another PEG Channel provided to the county.

**The County of Wake** is the one government entity that is the CERTIFIER of Channel 18 in Wake County.

- The County certifies that Channel 18 provides the residents of Wake County with public access educational programming in accordance with the above criteria as revised Aug. 2, 2008, by the North Carolina General Assembly in S.L. 2008-148.
- As the certifying entity for Channel 18, Wake County will forward the certification form, also signed by an authorized CRC representative, with the information required by N.C.G.S. §105-164.44J9(b) to the North Carolina Department of Revenue by July 15, 2016.
- Wake County shall allocate any supplemental PEG channel support funds distributed to it by NCDOR equally among each of the qualifying PEG channels it certifies, estimated to be \$35,000 per channel in FY 2016. The County will allocate the proceeds it receives for Channel 18, up to \$35,000, to Cooperating Raleigh Colleges (CRC) within 30 days of the County's receipt of those funds. Wake County is obligated to remit funding to CRC in accordance with N.C.G.S. §105-164.44J9(c) only to the extent that funding is actually received by Wake County from NCDOR. In the event that Wake County does not receive the estimated funding from NCDOR or receives less than the estimated amount of funding from NCDOR for qualifying PEG channels, then and in



that event, the County is not obligated to remit the difference to Cooperating Raleigh Colleges (CRC).

**Reporting:** CRC will provide quarterly reports to the County to demonstrate that Channel 18 is meeting the following programming requirements as outlined in Session Law 2008-148:

- It delivers at least eight (8) hours of scheduled programming a day.
- It delivers at least six (6) hours and 45 minutes of scheduled, non-character-generated programming a day.
- Its programming content does not repeat more than fifteen percent (15%) of the programming content on any other PEG channel provided to the same county or city.

COUNTY OF WAKE:

P.O. Box 550

Raleigh, North Carolina 27602

BY: 

Dara Demi, Communications Director

Date: 2/1/16

COOPERATING RALEIGH COLLEGES:

c/o Meredith College

Wainwright 110

3800 Hillsborough Street

Raleigh, North Carolina 27607

BY: 

Jo Allen, President

Cooperating Raleigh Colleges' Board of Directors

Date: 1-25-16





**Budget and Management Services  
Inter-Office Correspondence**

**TO:** Jim Hartmann, County Manager

**FROM:** Michelle Venditto, Budget and Management Services Director

**SUBJECT:** *Revisions to Fiscal Year 2017 Grants and Donations Project Ordinance, Sections 1 and 2*

The following chart summarizes all budget revisions to the Fiscal Year 2017 Adopted Budget for the fund indicated below. The summary includes approved items, as well as items to be considered by the Board of Commissioners at the meeting date indicated. ***Items for consideration are shown in bold italics .***

<b>Fund: Grants and Donations Fund</b>				
<b>REVENUES</b>				
<b>Date</b>	<b>Description of Revision or Adjustment</b>	<b>Revenue Category</b>	<b>Amount</b>	<b>Balance</b>
July 1, 2016	Adopted Budget Ordinance	Multiple	\$2,539,924	\$2,539,924
July 5, 2016	Accept and Appropriate \$417,889 from Federal Forfeitures for the Wake County Office of the Sheriff	Federal	\$417,889	\$2,957,813
July 18, 2016	Accept and Appropriate \$261,529 from Gilead Sciences, Inc. for Hepatitis C Screening	Miscellaneous	\$261,529	\$3,219,342
July 19, 2016	Accept and Appropriate \$44,940 from Federal Forfeitures for the Raleigh/Wake City-County Bureau of Identification	Federal	\$44,940	\$3,264,282
August 3, 2016	Accept and Appropriate \$3,500 for EMS Week Donations	Miscellaneous	\$3,500	\$3,267,782
August 15, 2016	Accept and Appropriate \$13,500 from NC Department of Cultural Resources for continued project support for Wake County Historic Preservation Commission	State	\$13,500	\$3,281,282
August 18, 2016	Eliminate budget for Emergency Management Search and Rescue grant that was not received	Federal	<b>(\$8,000)</b>	\$3,273,282
October 3, 2016	Accept and Appropriate \$9,000 from NC State University to augment existing FTE from 0.80 to 1.00 for a Public Health Educator	Human Services	\$9,000	\$3,282,282



October 17, 2016	Accept and Appropriate \$50,000 Urban Agriculture Conservation Grant from the National Association of Conservation Districts	Miscellaneous	\$50,000	\$3,332,282
October 17, 2016	Accept and appropriate \$28,750 from the University Of North Carolina Department Of Emergency Medicine for Wake County Department of Emergency Medical Services	State	\$28,750	\$3,361,032
<b>December 5, 2016</b>	<b><i>Accept and Appropriate \$56,796 from NC Department of Revenue to support continued PEG video programming</i></b>	<b>State</b>	<b>\$56,796</b>	<b>\$3,417,828</b>



EXPENDITURES				
Date	Description of Revision or Adjustment	Department	Amount	Balance
July 1, 2016	Appropriation per Ordinance		\$2,539,924	\$2,539,924
July 5, 2016	Accept and Appropriate \$417,889 from Federal Forfeitures for the Wake County Office of the Sheriff	Sheriff	\$417,889	\$2,957,813
July 18, 2016	Accept and Appropriate \$261,529 from Gilead Sciences, Inc. for Hepatitis C Screening	Human Services	\$261,529	\$3,219,342
July 19, 2016	Accept and Appropriate \$44,940 from Federal Forfeitures for the Raleigh/Wake City-County Bureau of Identification	Federal	\$44,940	\$3,264,282
August 3, 2016	Accept and Appropriate \$3,500 for EMS Week Donations	Miscellaneous	\$3,500	\$3,267,782
August 15, 2016	Accept and Appropriate \$13,500 from NC Department of Cultural Resources for continued project support for Wake County	State	\$13,500	\$3,281,282
August 18, 2016	Eliminate budget for Emergency Management Search and Rescue grant that was not received	Emergency Management	(\$8,000)	\$3,273,282
October 3, 2016	Accept and Appropriate \$9,000 from NC State University to augment existing FTE from 0.80 to 1.00 for a Public Health Educator	Human Services	\$9,000	\$3,282,282
October 17, 2016	Accept and Appropriate \$50,000 Urban Agriculture Conservation Grant from the National Association of Conservation Districts	Miscellaneous	\$50,000	\$3,332,282
October 17, 2016	Accept and appropriate \$28,750 from the University Of North Carolina Department Of Emergency Medicine for Wake County Department of Emergency Medical Services	State	\$28,750	\$3,361,032
<b>December 5, 2016</b>	<b>Accept and Appropriate \$56,796 from NC Department of Revenue to support continued PEG video programming</b>	<b>Communications Office</b>	<b>\$56,796</b>	<b>\$3,417,828</b>
STAFFING				
Date	Description of Revision or Adjustment	Department	FTEs	Balance
July 1, 2016	Appropriation per Ordinance	Multiple	22.80	22.80
October 3, 2016	Augmentation of Public Health Educator FTE from 0.80 to 1.00	Human Services	0.20	23.00
November 21, 2016	Human Service Program Specialist	Human Services	1.00	24.00





## Legislation Details (With Text)

**File #:** 16-611

**Type:** Consent Item      **Status:** Agenda Ready  
**In control:** Human Services

**On agenda:** 12/5/2016      **Final action:**

**Title:** Accept and Appropriate \$175,000 for Ryan White Care B Primary Medical Services Program Funding from the North Carolina Department of Health and Human Services

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Agenda Item](#)  
[Award Letter](#)  
[Budget Memo - FY 2017 Human Services.pdf](#)

Date	Ver.	Action By	Action	Result
12/5/2016	1	Board of Commissioners		

Accept and Appropriate \$175,000 for Ryan White Care B Primary Medical Services Program Funding from the North Carolina Department of Health and Human Services

**That the Board of Commissioners accepts and appropriates \$175,000 in one-time grant funds from the North Carolina Department of Health and Human Services**





**Budget and Management Services  
Inter-Office Correspondence**

**TO:** Jim Hartmann, County Manager

**FROM:** Michelle Venditto, Budget Director

**SUBJECT:** Revisions to Fiscal Year 2017 Operating Budget Ordinance, Section 1 and Fiscal Year 2017 Personnel Authorization Ordinance.

The following chart summarizes all budget revisions to the fiscal year 2017 adopted budget for the department and fund indicated below. The summary includes approved items, as well as items to be presented to the Board of Commissioners at the meeting date indicated. *Items for presentation are shown in bold italics.*

Fund: General Fund			Department: Human Services	
REVENUE CATEGORY (SOURCE OF FUNDS)				
Date	Description of Revision or Adjustment		Amount	Balance
July 1, 2016	Adopted Budget		\$106,097,450	\$106,097,450
October 17, 2016	Appropriate \$400,000 Behavioral Health Reserve Funds for Behavioral Health Special Projects	Appropriated Fund Balance	\$400,000	\$106,497,450
EXPENDITURES (USE OF FUNDS)				
Date	Description of Revision or Adjustment		Amount	Balance
July 1, 2016	Adopted Budget		\$202,952,645	\$202,952,645
	FY16 Encumbrances Carried Forward		\$284,784	\$203,237,429
October 17, 2016	Appropriate \$400,000 Behavioral Health Reserve Funds for Behavioral Health Special Projects		\$400,000	\$203,637,429
December 5, 2016	Accepts and Appropriates \$175,000 in annual grant funding for the Ryan White Care Unit from the North Carolina Department of Health and Human Services, AIDS Care Unit		\$175,000	\$203,812,429
DATE	STAFFING		FTEs	Balance
July 1, 2016	Adopted Budget		1,578.29	1,578.29
November 21, 2016	Human Service Program Specialist	Human Services	1.00	1,579.29





## Legislation Details (With Text)

**File #:** 16-603  
**Type:** Regular Item  
**Status:** Agenda Ready  
**In control:** County Manager  
**On agenda:** 12/5/2016  
**Final action:**  
**Title:** Consideration of the Revision to the Voluntary Agricultural District Program  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [BOC VAD Item Summary Sheet2.pdf](#)  
[2016 MOU btw Wake and towns.pdf](#)  
[2016 Wake VAD Nov Fina IDRAFT.pdf](#)  
[VAD comparison Chart .pdf](#)  
[Map of VAD Parcels.pdf](#)

Date	Ver.	Action By	Action	Result
12/5/2016	1	Board of Commissioners		

Consideration of the Revision to the Voluntary Agricultural District Program

**That the Board of Commissioners approves the revised ordinance of its Voluntary Agricultural District Program, replacing the 2002 ordinance with an updated ordinance that aligns with current General Statutes section 106-735 through 106-744 and Chapter 153A**



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
COUNTY OF WAKE  
AND  
TOWN (CITY) OF \_\_\_\_\_, NORTH CAROLINA**

This MEMORANDUM OF UNDERSTANDING is hereby made and entered into by and between the County of **Wake**, hereinafter referred to as the County, and the Town (City) of \_\_\_\_\_, hereinafter referred to as the Municipality.

**A. PURPOSE:**

The purpose of this memorandum is to continue to develop and expand a framework of cooperation between the County and the Municipality, as authorized by N.C. Gen. Stat. §§ 160A-460 through 160A-466 and N.C. Gen. Stat. § 153A-11 to allow for the creation and administration of a mutually beneficial Voluntary Agricultural District Program.

**B. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:**

The inhabitants of both the County and the Municipality have recognized the need to promote agricultural values and the general welfare of their communities and, specifically, increase identity and pride in the agricultural community and its way of life; encourage the economic and financial health of agriculture, horticulture and forestry; and increase protection from non-farm development and other negative impacts on properly managed farms; and have therefore agreed that the County shall operate, through a delegation of the Municipality's authority, a voluntary agricultural district program within the boundaries of the Municipality, according to the terms set forth in the Wake County Voluntary Agricultural District Ordinance, without regard to any provision of that Ordinance to the contrary.

**C. RESPONSIBILITIES**

**THE COUNTY AND MUNICIPALITY SHALL:**

1. Benefits: Ensure that farmland, horticultural land, and forestland either now within municipal limits of the Municipality, or within such limits as the result of annexation, shall be able to participate in the Wake County Voluntary Agricultural District program with the full benefits accorded to other participants; and
2. Appointment: Permit appointment of an *ex officio* member, selected by the Municipality, to the Wake County Agricultural Advisory Board.



#### **D. CONTACTS AND ACKNOWLEDGEMENT**

1. PRINCIPAL CONTACTS. The principal contacts for this instrument are:

County Contact:

Name Dale Threatt-Taylor

Phone 919-250-1068

County Department Soil and Water Conservation Department

E-mail dthreatttaylor@wakegov.com

Municipality Contact:

Name \_\_\_\_\_

Phone \_\_\_\_\_

Municipal Department \_\_\_\_\_

E-mail \_\_\_\_\_

2. NON-FUND OBLIGATING DOCUMENT. This instrument is neither a fiscal nor a funds obligation document. Any endeavor or transfer of anything of value involving reimbursement or contribution of funds between the parties to this instrument will be handled in accordance with applicable laws, regulations, and procedures including those for government procurement and printing. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. This instrument does not provide such authority. Specifically, this instrument does not establish authority for noncompetitive award to the cooperator of any contract or other agreement. Any contract or agreement for training or other services must fully comply with all applicable requirements for competition.
3. COMMENCEMENT/EXPIRATION DATE. This instrument is executed as of the date of last signature and is effective in perpetuity.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last written date below.

County Representative:

By: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

Municipality Representative:

By: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_



**WAKE COUNTY  
VOLUNTARY AGRICULTURAL DISTRICT PROGRAM  
ORDINANCE**

**ARTICLE I  
TITLE**

An ordinance of the Board of County Commissioners of WAKE COUNTY, NORTH CAROLINA, entitled, "**WAKE COUNTY VOLUNTARY AGRICULTURAL DISTRICT ORDINANCE.**"

**ARTICLE II  
AUTHORITY**

The articles and sections of this Ordinance are adopted pursuant to authority conferred by the North Carolina General Statutes sections 106-735 through 106-744 and Chapter 153A.

**ARTICLE III  
PURPOSE**

The purpose of this Ordinance is to promote agricultural values and the general welfare of the county and more specifically, increase identity and pride in the agricultural community and its way of life; encourage the economic and financial health of agriculture, horticulture and forestry; and increase protection from non-farm development and other negative impacts on properly managed farms.

**ARTICLE IV  
DEFINITIONS**

The following are defined for purposes of this Ordinance:

Advisory Board: Wake County Agricultural Advisory Board.

Chairperson: Chairperson of the Wake County Agricultural Advisory Board.

District: Voluntary Agricultural District as established by this Ordinance.

Board of Commissioners: Wake County Board of Commissioners.

Designated Staff Person: Wake County Soil & Water Conservation Department staff member

**ARTICLE V  
AGRICULTURAL ADVISORY BOARD**

A. Creation

The Board of Commissioners appoints the Wake Soil and Water Conservation District (Wake SWCD) Board of Supervisors to establish an Agricultural Advisory Board to implement the provisions of this program.



## DRAFT - WAKE COUNTY VAD

### B. Membership

The Advisory Board shall consist of volunteers from landowners in the Wake County Voluntary Agricultural District (VAD) Program.

### C. Membership Requirements

1. Each Advisory Board member, except those serving in an *ex officio* capacity, shall be a Wake County resident or landowner enrolled in the VAD program.
2. Additional members may be appointed to the Board in an *ex officio* capacity from the Soil and Water Conservation District Board, Wake County Cooperative Extension, the U.S. Farm Service Agency, nonprofit agricultural organizations, conservation organizations, agribusiness, horticultural businesses, forestry businesses, and the public at large or other agencies, as deemed necessary by the Board of Commissioners or the Wake SWCD Board of Supervisors. Members serving in an *ex officio* capacity shall neither vote nor count toward quorum requirements.

### D. Advisory Board Procedure

The Advisory Board may adopt rules of procedure not inconsistent with this Ordinance or with other provisions of State law.

The Chairperson shall be appointed by the Wake Soil and Water Conservation District Board of Supervisors.

Meetings of the Advisory Board shall be held at the call of the chairperson and at such other times as the Advisory Board may specify in its rules of procedure or upon the request of at least a majority of the Advisory Board Membership. A meeting shall be held at least biannually. All meetings shall be open to the public. Minutes will be kept of all meetings.

### E. Duties

The Advisory Board shall:

1. Review and approve or disapprove applications of landowners for enrollment of qualified farmland, horticultural land, or forestland into a District;
2. Make recommendations concerning the establishment and modification of Districts;
3. Advise the Board of Commissioners on projects, programs, or issues affecting the agricultural economy and agricultural, horticultural or forestry activities within the county that will affect Districts;
4. Review and make recommendations concerning proposed amendments to this ordinance;



5. Study additional methods of protection for farming, horticulture, forestry, and the attendant land base, and make recommendations to the Board of Commissioners; and
6. Perform other agricultural, horticultural, and forestry-related tasks or duties assigned by the Board of Commissioners.

## **ARTICLE VI CREATION OF VOLUNTARY AGRICULTURAL DISTRICTS**

### **A. Implementation**

In order to implement the purposes stated in Article III, this program provides for the creation of Voluntary Agricultural Districts, which meet the following standards:

The District shall contain a minimum of 20 contiguous acres of qualified forest land, 10 acres of farm land, or 5 acres of horticultural land.

### **B. Education**

The county may take such action as it deems appropriate through the Advisory Board or other entities or individuals to encourage the formation of the Districts and to further their purposes and objectives, including the implementation of a public information program to reasonably inform landowners of the Voluntary Agricultural District program.

### **C. Addition**

Qualifying farmland within a mile of an existing District shall be added to the District as herein provided.

## **ARTICLE VII CERTIFICATION AND QUALIFICATION OF FARMLAND**

### **A. Requirements**

To secure county certification as qualifying farmland in a Voluntary Agricultural District, a farm must:

1. Be real property that is engaged in agriculture as defined in N.C.G.S. §106-581.1;
2. Be managed, if highly erodible land exists on the farm, in accordance with the Natural Resources Conservation Service defined erosion-control practices that are addressed to said highly-erodible land;



3. Be the subject of a conservation agreement, as defined in N.C.G.S. §121-35, between the county and the owner of such land that prohibits non-farm use or development of such land for a period of at least ten years, except for the creation of not more than three lots that meet applicable zoning and subdivision regulations; and
4. Be located in the unincorporated area of Wake County, unless there is an Memorandum of Understanding with a municipality through which the county is authorized to exercise the authority of the municipality on its behalf.

**ARTICLE VIII**  
**APPLICATION, APPROVAL, AND APPEAL PROCEDURE**

A. Application Procedure

1. A landowner may apply to participate in the Voluntary Agricultural District program by making application to the chairperson of the Advisory Board or a designated staff person (DSP). The application shall be on forms provided by the Advisory Board which will be available in the Wake SWCD office.
2. A conservation agreement (required by N.C.G.S. §106-737 and defined in N.C.G.S. §121-35) to sustain, encourage, and promote agriculture must be executed by the landowner with the Advisory Board.

B. Approval Process

1. Upon submission of the application to the Advisory Board, the Advisory Board shall meet at least biannually (or more often as needed) to review the application. The chairperson or DSP shall notify the applicant by first class mail of approval or disapproval of participation in a District.
2. Upon approval of an application, the chairperson or DSP will forward copies immediately to notify the following offices:
  - a. The Wake County Register of Deeds;
  - b. The Wake County Planning Department;
  - c. The Wake County Soil and Water Conservation Department;
  - d. The Wake County Revenue Department, and
  - e. The Natural Resources Conservation Service.
  - f. Wake County Geographic Information Services

C. Appeal

If an application is denied by the Advisory Board, the landowner may, within fifteen (15) days of notification of disapproval of the application, request in writing that the Advisory Board reconsider its decision. The request for reconsideration shall state the reason(s) therefore. Upon either an initial denial, if no request for reconsideration was made, or denial after reconsideration, the landowner



shall have thirty (30) days from the date of notification to appeal the decision to the Board of Commissioners. Such appeal shall be presented in writing. The decision of the Board of Commissioners is final.

## **ARTICLE IX REVOCATION, ENFORCEMENT AND RENEWAL OF CONSERVATION AGREEMENTS**

### **A. Revocation and Enforcement**

By providing written notice to the Advisory Board, a landowner of qualifying farmland within a District may revoke the Conservation Agreement or the Advisory Board may revoke the same Conservation Agreement based on noncompliance by the landowner, subject to the same provisions as contained in Article VIII(C) for appeal of denials. Such revocation shall result in loss of eligibility to participate in a District. Absent noncompliance by the landowner, neither the Advisory Board nor the Board of Commissioners shall revoke any Conservation Agreement prior to its expiration. If the Advisory Board shall revoke this Conservation Agreement for cause, the landowner shall have the appeal rights set forth in Article VIII(C). Transfers of land in a District due to death of the landowner, sale or gift shall not revoke the Conservation Agreement unless the land no longer qualifies. Enforcement of the terms of a Conservation Agreement for land enrolled in a District shall be limited to revocation of the Conservation Agreement and the benefits derived therefrom.

### **B. Renewal**

A Conservation Agreement for land within a Voluntary Agricultural District, that continues to qualify under the provisions of Article VII, shall be automatically renewed for a period of ten years unless the landowner provides written notice to the Advisory Board of intent not to renew. Absent noncompliance by the landowner, neither the Advisory Board nor the Board of Commissioners shall fail to renew any Conservation Agreement unless this Ordinance or its authorizing legislation has been repealed.

## **ARTICLE X PUBLIC HEARINGS**

### **A. Purpose**

N.C.G.S. §106-740 provides that no state or local public agency or governmental unit may formally initiate any action to condemn any interest in qualifying farmland within a District until such agency or unit has requested the Advisory Board to hold a public hearing on the proposed condemnation. This provision ensures that the condemning agency or unit considers the impact of its actions upon agriculture, forestry, and/or horticultural prior to taking action that is not reversible. This provision is not intended to, and does not prohibit, the condemning agency or unit from taking action authorized by law.



## DRAFT - WAKE COUNTY VAD

### B. Procedure

1. Upon receiving a request, the Advisory Board shall publish notice describing the proposed action in the appropriate newspapers of Wake County within five (5) business days of the request, and will in the same notice notify the public of a public hearing on the proposed condemnation, to be held within ten (10) days of receipt of the request.
2. The Advisory Board shall meet to review:
  - a. Whether the need for the project has been satisfactorily established by the agency or unit of government involved, including a review of any fiscal impact analysis conducted by the agency involved; and
  - b. Whether there are alternatives to the proposed action that have less impact and are less disruptive to the agricultural activities of the District within which the proposed action is to take place.
3. The Advisory Board shall consult with the County Agricultural Extension Agent, the Natural Resources Conservation Service District Conservationist, SWC District Director, Environmental Services Director and any other individuals, agencies, or organizations deemed by the Advisory Board to be necessary for its review of the proposed action.
4. Within five (5) days after the hearing, the Advisory Board shall make a report containing its findings and recommendations regarding the proposed action. The report shall be made available to the public prior to its being conveyed to the decision-making body of the agency proposing the acquisition.
5. There will be a period of ten (10) days allowed for public comment on the report of the Advisory Board.
6. After the ten (10) day period for public comment has expired, the Advisory Board shall submit a final report containing all of its findings and recommendations regarding the proposed action to the decision making body of the agency proposing the acquisition.
7. The total time period, from the day that a request for a hearing has been received to the day that a final report is issued to the decision making body of the agency proposing the acquisition, shall not exceed thirty (30) days. If the agency agrees to an extension, the agency and the Advisory Board shall mutually agree upon a schedule to be set forth in writing and made available to the public.
8. Pursuant to N.C.G.S. § 106-740, the condemning agency may not formally initiate a condemnation action while the proposed condemnation is properly before the Advisory Board within these time limitations



**ARTICLE XI  
NOTIFICATION**

A. Record Notice of Proximity to a Voluntary Agricultural District

1. Procedure

Upon certification of qualifying farmland and designation of real property as a farm in a District, the County land records system will include a GIS layer to provide some form of notice reasonably calculated to alert a person researching the title of a particular tract that such tract is located within one mile of the farm in a District. The purpose of such notification is to inform all current and potential residents and property owners in and adjacent to an agricultural district that farming and agricultural activities may take place in the district any time during the day or night.

2. Limit of Liability

In no event shall the County or any of its officers, employees, members of the Advisory Board, or agents be held liable in damages for any misfeasance, malfeasance, or nonfeasance occurring in good faith in connection with the duties or obligations imposed by this.

3. No Cause of Action

In no event shall any cause of action arise out of the failure of a person researching the title of a particular tract to report to any person the proximity of the tract to a qualifying farm or District as defined in this Ordinance.

B. Signage

Signs identifying parcels enrolled in an agricultural district may be placed on enrolled parcels at the discretion of the owners. Signs shall not be placed along the right-of-way of any state or county maintained road.

C. Maps

Maps identifying approved Districts shall be provided to the following agencies or offices:

1. Wake County Planning Department;
2. Wake County Register of Deeds;
3. USDA Natural Resources Conservation Service;
4. North Carolina Cooperative Extension;
5. Wake Soil and Water Conservation District; and
6. Wake County Geographic Information Services
7. Any other such agency or office the Advisory Board deems appropriate.



**ARTICLE XII  
COUNTY LAND-USE PLANNING**

A. Duty of the Advisory Board

It shall be the duty of the Advisory Board to advise the Wake Soil and Water Conservation District Board on the status, progress, and activities of the county's Voluntary Agricultural District program and to also coordinate the formation and maintenance of Districts with the county's land use planning activities and the county's land use plan if one currently exists at the time this is enacted or when one is formed.

B. Posting of Notice

The following notice, of a size and form suitable for posting, shall be posted in the office of the Register of Deeds, and any other office or agency the Advisory Board deems necessary:

Wake County has established Districts to protect and preserve agricultural lands and activities. These Districts have been developed and mapped by the county to inform all purchasers of real property that certain agricultural and forestry activities, including but not limited to pesticide spraying , manure spreading, machinery and truck operation, livestock operations, sawing, burning and other common farming activities may occur in these Districts any time during the day or night. Maps and information on the location and establishment of these Districts can be obtained from the Wake County Soil and Water Conservation Department office, the office of the Register of Deeds, the County Planning office, or the Natural Resources Conservation Service office.

**ARTICLE XIII  
CONSULTATION AUTHORITY**

The Advisory Board may consult with North Carolina Forest Service, North Carolina Cooperative Extension, the Natural Resources Conservation Service, the North Carolina Department of Agriculture and Consumer Services, and with any other individual, agency, or organization the Advisory Board deems necessary to properly conduct its business.

**ARTICLE XIV  
NORTH CAROLINA AGENCY NOTIFICATION**

Annual Report to the North Carolina Department of Agriculture and Consumer Services

A copy of this Ordinance shall be sent to the Office of the North Carolina Commissioner of Agriculture and Consumer Services, the Board of Commissioners, the County Office of North Carolina Cooperative Extension, and the Soil and Water Conservation District office after adoption. At least annually the county shall submit a written report to the Commissioner of Agriculture and Consumer Services on the county's Voluntary Agricultural District program, including the following information:



1. Number of landowners enrolled;
2. Number of acres enrolled;
3. Number of acres certified during the reporting period;
4. Number of acres denied during the reporting period;
5. Number of acres for which applications are pending;
6. Municipalities with which Memorandums of Understanding have been signed;
7. Municipalities that have adopted this Ordinance for the purpose of the county enforcing this Ordinance within their corporate boundaries;
8. Copies of any amendments to this Ordinance or Memorandums of Understanding signed with municipalities; and
9. Any other information the Advisory Board deems useful.

## **ARTICLE XV LEGAL PROVISIONS**

A. Severability

If any article, section, subsection, clause, phrase, or portion of this Ordinance is for any reason found invalid or unconstitutional by any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

B. Conflict with Other Ordinances and Statutes

Whenever the provisions of this Ordinance conflict with other ordinances of Wake County, the provisions of those other ordinances shall govern. Whenever the provisions of any federal or state statute conflict with this Ordinance, the provisions of such federal or state statute shall govern. The sole remedy for a land use not complying with this Ordinance shall be revocation of the Conservation Agreement and removal of the non-qualifying land from the Wake County Voluntary Agricultural District Program. Recreational use of land that does not interfere with agricultural uses as defined in N.C.G.S. § 106-581.1 shall not be considered non-compliant with this Ordinance.

C. Amendments

This Ordinance may be amended from time to time by the Board of Commissioners.



**ARTICLE XVI  
ENACTMENT**

The Wake County Board of Commissioners hereby adopts and enacts the preceding articles and sections of this Ordinance.

Adopted this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Motion for adoption by \_\_\_\_\_ and seconded by \_\_\_\_\_.

WAKE COUNTY BOARD OF COMMISSIONERS

\_\_\_\_\_  
Chairperson

ATTEST:

\_\_\_\_\_  
Clerk to Board of Commissioners

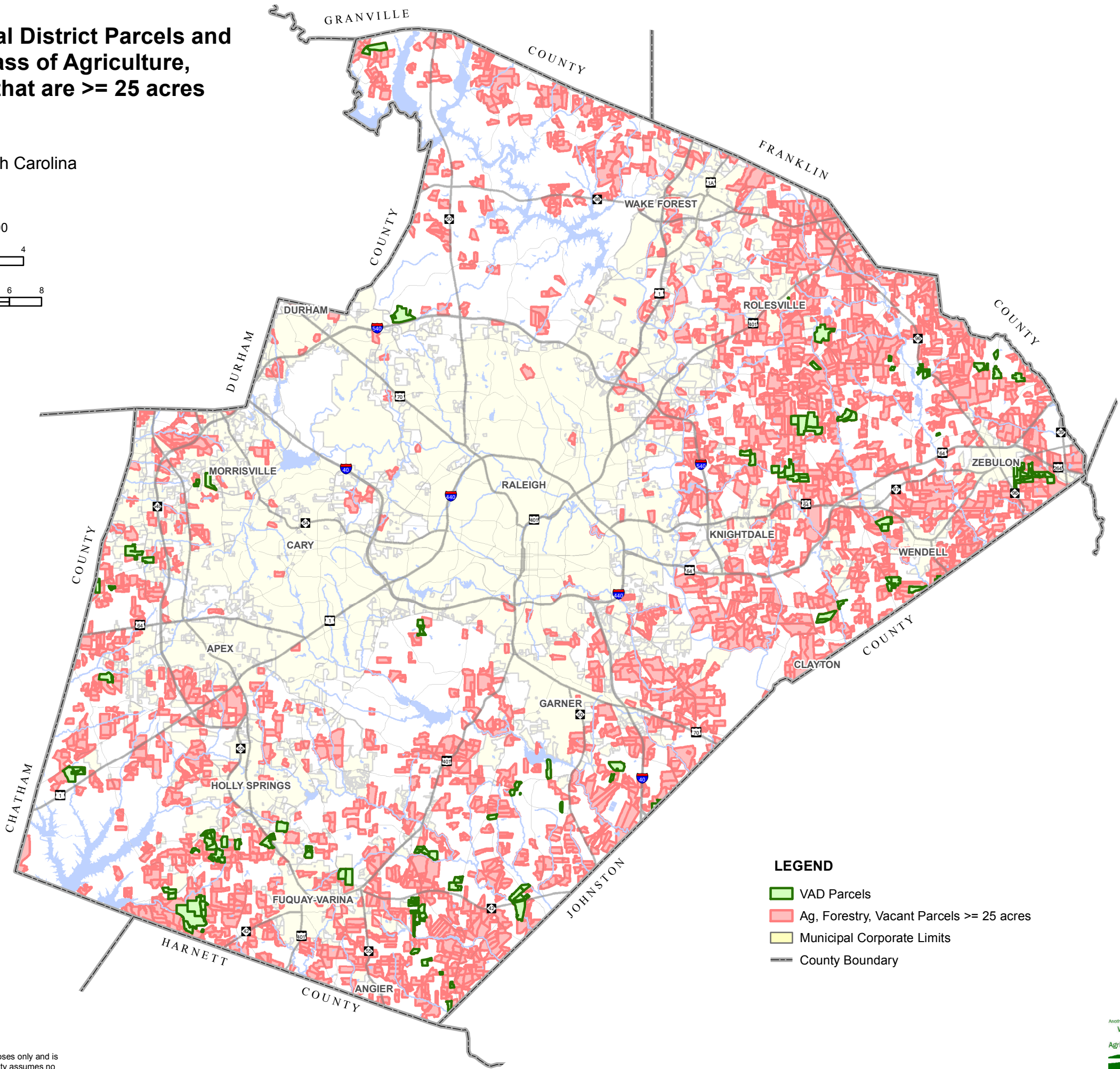
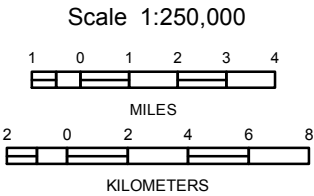
Approved as to form:

\_\_\_\_\_  
County Attorney



Voluntary Agrictultural District Parcels and  
Parcels with Land Class of Agriculture,  
Forestry and Vacant that are >= 25 acres

Wake County, North Carolina  
April 2015



- LEGEND**
- VAD Parcels
  - Ag, Forestry, Vacant Parcels >= 25 acres
  - Municipal Corporate Limits
  - County Boundary

TABLE 1		
CITY	PARCELS (NO.)	AREA (ACRES)
ANGIER	1	79.8
APEX	24	1418.2
CARY	26	998.7
DURHAM	1	29.7
FUQUAY	19	879.9
GARNER	14	653.0
HOLLY SPRINGS	27	1551.2
KNIGHTDALE	8	430.4
MORRISVILLE	4	165.3
RALEIGH	31	1774.6
ROLESVILLE	7	300.9
WAKE FOREST	15	574.2
WENDELL	5	224.8
ZEBULON	3	335.5
NONE*	1845	104829.4
TOTAL	2030	114245.6

\*Parcels located outside of municipal corporate limits.

**Table 1.** The number and total acreage of parcels in Wake County municipalities with a land class of AGRICULTURE (F, Z), FORESTRY (Y) and VACANT(V) that are greater than or equal to 25 acres in size.

TABLE 2		
CITY	PARCELS (NO.)	AREA (ACRES)
CARY	4	167.7
ROLESVILLE	1	0.8
NONE*	130	5863.6
TOTAL	135	6032.1

\*Parcels located outside of municipal corporate limits.

**Table 2.** The number and total acreage of parcels in Wake County municipalities that are part of the Wake County Voluntary Agricultural District program.

Information depicted hereon is for reference purposes only and is derived from best available sources. Wake County assumes no responsibility for errors arising from misuse of this map.







## Legislation Details (With Text)

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**File #:** 16-614

**Type:** Consent Item      **Status:** Agenda Ready

**In control:** Revenue

**On agenda:** 12/5/2016      **Final action:**

**Title:** Award Multi-Year Contract to Tyler Technologies, Inc. to Provide Street-Level Imagery Services

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Item Summary - Street Level Imagery.pdf](#)

Date	Ver.	Action By	Action	Result
12/5/2016	1	Board of Commissioners		

Award Multi-Year Contract to Tyler Technologies, Inc. to Provide Street-Level Imagery Services  
**That the Wake County Board of Commissioners authorizes the County Manager to enter into a three-year contract with the option for two additional one-year renewals with Tyler Technologies, Inc. to provide street-level imagery of new residential and commercial construction**





## Legislation Details (With Text)

**File #:** 16-576

**Type:** Consent Item      **Status:** Agenda Ready

**In control:** Board of Commissioners

**On agenda:** 12/5/2016      **Final action:**

**Title:** Tax Committee Recommendations for Value Adjustments, Late Filed Applications, Collections Refunds and Tax Collections

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Tax Collections Item Summary](#)  
[Tax Committee Agenda Process](#)  
[Executive Summary 1](#)  
[Executive Summary 2](#)  
[December 2016 Refunds Under 500](#)  
[December 2016 Refunds Over 500](#)  
[Daily Updates For Exemptions](#)  
[Daily Updates For Penalties](#)  
[Daily Updates For Tax Relief](#)  
[Daily Updates For Special Situations](#)  
[Municipal Collection Report](#)  
[Wake County Collection Report](#)  
[Monthly In-Rem Foreclosure Report](#)  
[Register of Deeds Excise Tax Report](#)

Date	Ver.	Action By	Action	Result
12/5/2016	1	Board of Commissioners		

Tax Committee Recommendations for Value Adjustments, Late Filed Applications, Collections Refunds and Tax Collections

**That the Board of Commissioners approves the attached recommendations by the Tax Committee**



**The Tax Committee follows the North Carolina General Statutes or previously established general guidelines in their recommendations of relief for assessed late list penalties (no relief, partial relief, full relief). The committee also considers late filed exemption and exclusion applications, and makes recommendations regarding requests for relief of interest.**

Consideration of relief of late list penalties:

- If a taxpayer is new to North Carolina and fails to list the first year required, he may be granted one-time relief for late list penalties, partially or in full.
- If a taxpayer has property that should have been listed and is unaware of the tax laws, he may be granted one-time relief for late list penalties, partially or in full.
- If a taxpayer has listed timely in at least two consecutive years immediately prior to the year for which a penalty is assessed, the penalty may be relieved, partially or in full.
- If a taxpayer inadvertently omitted items from his timely listing, the penalty may be relieved, partially or in full.
- If a taxpayer was involved in military deployment and was unable to list timely, the penalty may be relieved, partially or in full.
- If a taxpayer was unable to list due to circumstances beyond their control (e.g. – hospitalization), the penalty may be relieved, partially or in full.
- Guidelines have been established for companies with penalties assessed as a result of audits. Relief may be granted partially or in full if it appears there was no willful attempt to understate value, if the taxpayer was cooperative and forthright during the audit and if there were no significant issues with their previous listings. The recommendation of the auditor is carefully considered in making this determination.

Consideration of late-filed applications for exemption or exclusion:

- The tax committee will recommend approval of late filed exemptions or exclusions as long as the request complies with the general statutes, or if case law exists that is clear and generally supports the request. Late filed applications must be hand-delivered by December 31 or postmarked by December 31 of the calendar year for which the exemption or exclusion is requested.
- The tax committee will recommend denying any applications received after December 31<sup>st</sup> of the calendar year for which the exemption or exclusion is requested. There is no statutory authority to exempt or exclude property if the application is made outside the calendar year for which the exemption is sought.

Consideration of requests for relief of interest:

- Once interest accrues, it is considered tax per NCGS 105-273(15). Tax cannot be compromised per NCGS 105-380. Therefore the tax committee typically recommends denial of requests for relief of interest. Should a situation arise in which the committee determines that interest should be relieved, the Assessor will request the item be removed from the consent agenda and considered separately by the Board of Commissioners.



**EXECUTIVE SUMMARY OF RECOMMENDATIONS FROM TAX COMMITTEE**

Board Meeting Date December 5, 2016

<u>NUMBER</u>	<u><b>PROPERTY TAX REFUNDS REQUESTED</b></u>		
	<u>AMOUNT OF TAX REQUESTED</u>	<u>AMOUNT OF TAX APPROVED</u>	<u>AMOUNT OF TAX DENIED</u>
44	\$40,050.68	\$40,050.68	0.00



## Executive Summary of Recommendations From Tax Committee 11/10/2016

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### Exemptions Requested

Number of Requests	Value of Exemptions Requested	Value of Property Exempted
3	\$13,779,095	\$13,779,095

### Tax Relief Exclusion Requested

Number of Requests	Value of Exclusion Requested	Value of Property Exempted
4	\$368,221	\$368,221

### Tax Deferment Requested

Number of Requests	Value of Deferment Requested	Value of Property Deferred
0	\$0	\$0

### Requests For Relief of Late List Penalties

Number of Requests	Granted Full Relief	Granted Partial Relief	Denied
24	17	0	7

### Special Situations/Value Adjustment

Relief Requested	Total	Granted	Denied
Exemption Appeal of Denial	1	1	0



**Board Report****Return**

Date : 12/05/2016

Approved By : \_\_\_\_\_

**TO : WAKE COUNTY BOARD OF COMMISSIONERS****RE: CONSIDERATION OF REFUND FOR TAXES, INTEREST AND PENALTIES FOR ALL MUNICIPALITIES**

No.	Name of Tax Payer	Account Number	Tax and Penalties	Total Rebate	Total Refund	Request Status
1	ANDERSON, JEAN N 1604 CRAIG ST RALEIGH NC, 27608 - 2202	0000403368- 2016- 2016- 000000	City County	130.60 187.49	318.09	318.09 Refund
2	BRANAMAN INC. 8310 BANDFORD WAY RALEIGH NC, 27615 - 2752	0000427447- 2016- 2016- 000000	City County	0.00 466.65	466.65	466.65 Refund
3	BRANAMAN INC. 8310 BANDFORD WAY RALEIGH NC, 27615 - 2752	0000427448- 2016- 2016- 000000	City County	0.00 463.17	463.17	463.17 Refund
4	BRANAMAN INC. 8310 BANDFORD WAY RALEIGH NC, 27615 - 2752	0000427452- 2016- 2016- 000000	City County	0.00 292.53	292.53	292.53 Refund
5	BRANAMAN INC. 8310 BANDFORD WAY RALEIGH NC, 27615 - 2752	0000427463- 2016- 2016- 000000	City County	0.00 268.15	268.15	268.15 Refund
6	BRANAMAN INC. 8310 BANDFORD WAY RALEIGH NC, 27615 - 2752	0000427465- 2016- 2016- 000000	City County	0.00 268.15	268.15	268.15 Refund
7	BROCK W DOWNWARD AND MARY C DOWNWARD REV 8821 107 CYPRESS LAKES DR RALEIGH NC, 27615 - 2134	0000403681- 2016- 2016- 000000	City County	140.95 202.35	343.30	343.30 Refund
8	BUCKLEY, TIMOTHY J BUCKLEY, FRANCES A 4805 WYNNFORD WAY RALEIGH NC, 27614 - 9498	0000403264- 2016- 2016- 000000	City County	151.01 216.79	367.80	367.80 Refund
9	CMCRD ENTERPRISES INC 3301 INTEGRITY DR GARNER NC, 27529 - 7201	0006627404- 2015- 2015- 000000	City County	0.00 144.37	144.37	144.37 Refund
10	DEJESUS, YOLANDA RYAN, ELIZABETH M 104 LEBLANC CT CARY NC, 27513 - 3542	0000203422- 2016- 2016- 000000	City County	42.47 72.87	115.34	115.34 Refund
11	HAMLETT, LUTHER J 8601 CYPRESS LAKES DR UNIT 222 RALEIGH NC, 27615 - 2122	0000403281- 2016- 2016- 000000	City County	120.87 173.53	294.40	294.40 Refund
12	MISKEW, MILTON L MISKEW, DIANE M 304 INDIAN ELM LN CARY NC, 27519 - 7015	0000324738- 2016- 2016- 000000	City County	47.59 81.67	129.26	129.26 Refund



13	MOORE & ALPHINE PLLC C/O TRUST ACCOUNT 3716 NATIONAL DR STE 100 RALEIGH NC, 27612	0000427450- 2016- 2016- 000000	City	0.00			
			County	292.53	292.53	292.53	Refund
14	MOORE & ALPHINE PLLC C/O TRUST ACCOUNT 3716 NATIONAL DR STE 100 RALEIGH NC, 27612	0000427451- 2016- 2016- 000000	City	0.00			
			County	292.53	292.53	292.53	Refund
15	MOORE & ALPHINE PLLC C/O TRUST ACCOUNT 3716 NATIONAL DR STE 100 RALEIGH NC, 27612	0000427453- 2016- 2016- 000000	City	0.00			
			County	292.53	292.53	292.53	Refund
16	MOORE & ALPHINE PLLC C/O TRUST ACCOUNT 3716 NATIONAL DR STE 100 RALEIGH NC, 27612 - 2323	0000427454- 2016- 2016- 000000	City	0.00			
			County	292.53	292.53	292.53	Refund
17	MOORE & ALPHINE PLLC C/O TRUST ACCOUNT 3716 NATIONAL DR STE 100 RALEIGH NC, 27612	0000427455- 2016- 2016- 000000	City	0.00			
			County	292.53	292.53	292.53	Refund
18	MOORE & ALPHINE PLLC C/O TRUST ACCOUNT 3716 NATIONAL DR RALEIGH NC, 27612	0000427456- 2016- 2016- 000000	City	0.00			
			County	292.53	292.53	292.53	Refund
19	MOORE & ALPHINE PLLC C/O TRUST ACCOUNT 3716 NATIONAL DR STE 100 RALEIGH NC, 27612	0000427461- 2016- 2016- 000000	City	0.00			
			County	292.53	292.53	292.53	Refund
20	MOORE & ALPHINE PLLC 3716 NATIONAL DR STE100 RALEIGH NC, 27612	0000427464- 2016- 2016- 000000	City	0.00			
			County	268.15	268.15	268.15	Refund
21	MOORE & ALPHINE PLLC C/O TRUST ACCOUNT 3716 NATIONAL DR STE 100 RALEIGH NC, 27612	0000427466- 2016- 2016- 000000	City	0.00			
			County	268.15	268.15	268.15	Refund
22	MOORE & ALPHINE PLLC C/O TRUST ACCOUNT 3716 NATIONAL DR STE 100 RALEIGH NC, 27612	0000427467- 2016- 2016- 000000	City	0.00			
			County	365.66	365.66	365.66	Refund
23	MOORE & ALPHINE PLLC 3716 NATIONAL DR STE 100 RALEIGH NC, 27612	0000427469- 2016- 2016- 000000	City	0.00			
			County	463.17	463.17	463.17	Refund
24	SCOGGIN, B ELMO SCOGGIN, HANNAH P 8811 CYPRESS LAKES DR # VILLA209 RALEIGH NC, 27615 - 2127	0000403364- 2016- 2016- 000000	City	129.05			
			County	185.26	314.31	314.31	Refund
Marcus D Kinrade			Total City Rebated	762.54			



**Wake County Revenue Administrator**

Total County Rebated	6,435.82		
<b>Total Rebate/Refund</b>		7,198.36	7,198.36

CC:

**\*Refund amount may differ from rebated total due to released interest or application of payment to any balance due on the account.**

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## Board Report

Return

Date : 12/05/2016

Approved By : \_\_\_\_\_

### TO : WAKE COUNTY BOARD OF COMMISSIONERS

### RE: CONSIDERATION OF REFUND FOR TAXES, INTEREST AND PENALTIES FOR ALL MUNICIPALITIES

No.	Name of Tax Payer	Account Number	Tax and Penalties	Total Rebate	Total Refund	Request Status
1	BRANAMAN INC. 8310 BANDFORD WAY RALEIGH NC, 27615 - 2752	0000427449- 2016- 2016- 000000	City 0.00 County 585.06	585.06	585.06	Refund
2	BRIGHT HORIZONS CHILDREN'S CENTERS PO BOX 9177 WATERTOWN MA, 02471 - 9177	0000214833- 2016- 2016- 000000	City 1,177.62 County 2,020.47	3,198.09	3,198.09	Refund
3	BROWN WYNNE FUNERAL HOME INC PO BOX 130548 HOUSTON TX, 77219 - 0548	0000009293- 2016- 2016- 000000	City 943.93 County 1,355.08	2,299.01	2,299.01	Refund
4	BROWN WYNNE FUNERAL HOME INC ATTN PROPERTY TAX HOUSTON TX, 77219 - 0548	0000009296- 2016- 2016- 000000	City 1,119.34 County 1,920.46	3,039.80	3,039.80	Refund
5	CHAPMAN, JOHN H 8601 CYPRESS LAKES DR # A-210 RALEIGH NC, 27615 - 2122	0000403279- 2016- 2016- 000000	City 227.56 County 326.69	554.25	554.25	Refund
6	CRESCENT STATE BANK PO BOX 5809 CARY NC, 27512 - 5809	0000182522- 2016- 2016- 000000	City 938.48 County 1,303.03	2,241.51	2,241.51	Refund
7	GALLINA, MARCIA E 8601 CYPRESS LAKES DR UNIT 404 RALEIGH NC, 27615 - 2126	0000403295- 2016- 2016- 000000	City 212.23 County 304.68	516.91	516.91	Refund
8	GOODMAN, LIESELOTTE F 8821 CYPRESS LAKES DR # VILLA410 RALEIGH NC, 27615 - 2133	0000403716- 2016- 2016- 000000	City 227.56 County 326.69	554.25	554.25	Refund
9	HARRY G WALKER JR REVOCABLE TRUST 8601 CYPRESS LAKES DR UNIT 510 RALEIGH NC, 27615 - 2123	0000403311- 2016- 2016- 000000	City 227.56 County 326.69	554.25	554.25	Refund
10	HERBERT WILLIAM GRAMBOW TRUST 8821 CYPRESS LAKES DR UNIT202 RALEIGH NC, 27615 - 2135	0000403685- 2016- 2016- 000000	City 227.56 County 326.69	554.25	554.25	Refund
11	HOLDING, CAROLYN S 8821 CYPRESS LAKES DR UNIT 405 RALEIGH NC, 27615 - 2137	0000403712- 2016- 2016- 000000	City 267.75 County 384.39	652.14	652.14	Refund
12	JORDAN FAMILY PROPERTIES LLC 3735 BEAM RD UNIT B CHARLOTTE NC, 28217 - 8800	0000289274- 2016- 2016- 000000	City 2,247.81 County 3,856.60	6,104.41	6,104.41	Refund
13	LACO, THOMAS LACO, BARBARA 8606 CYPRESS LAKES DR RALEIGH NC, 27615 - 2116	0000404205- 2016- 2016- 000000	City 1,704.17 County 2,446.46	4,150.63	4,150.63	Refund



14	MCIVER BROTHERS LLC PO BOX 130548 HOUSTON TX, 77219 - 0548	0000009372- 2016- 2016- 000000	City	885.71			
			County	1,399.65	2,285.36	2,285.36	Refund
15	MCIVER FAMILY HOLDINGS, LLC PO BOX 130548 HOUSTON TX, 77219 - 0548	0000401241- 2016- 2016- 000000	City	462.66	1,193.79	1,193.79	Refund
			County	731.13			
16	PBX, LLC 11211 GALLERIA AVE STE 106 RALEIGH NC, 27614 - 8355	0006788744- 2015- 2015- 000000	City	220.47	542.27	573.45	Refund
			County	321.80			
17	PBX, LLC 11211 GALLERIA AVE STE 106 RALEIGH NC, 27614 - 8355	0006792155- 2015- 2014- 000000	City	216.61	586.67	616.95	Refund
			County	370.06			
18	RCS - EDGEWATER LOTS LLC 371 CENTENNIAL PKWY STE 200 LOUISVILLE CO, 80027 - 1348	0000305558- 2016- 2016- 000000	City	510.20	1,242.61	1,242.61	Refund
			County	732.41			
19	RCS - EDGEWATER LOTS LLC 371 CENTENNIAL PKWY STE 200 LOUISVILLE CO, 80027	0000305559- 2016- 2016- 000000	City	450.38	1,096.95	1,096.95	Refund
			County	646.57			
20	THE LIVING TRUST OF PHYLLIS LAVIANO 8811 CYPRESS LAKES DR UNIT 512 RALEIGH NC, 27615 - 2132	0000403404- 2016- 2016- 000000	City	344.33	838.65	838.65	Refund
			County	494.32			
<b>Marcus D Kinrade</b>			Total City Rebated	12,611.93			
<b>Wake County Revenue Administrator</b>			Total County Rebated	20,178.93			
			<b>Total Rebate/Refund</b>		32,790.86	32,852.32	

CC:

\*Refund amount may differ from rebated total due to released interest or application of payment to any balance due on the account.

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**Board of Commissioners Meeting: 12/05/2016**

**TO: Wake County Board of Commissioners**

**FOR: Consideration of Requests for Exemptions**

Item #	Taxpayer(s)	Account # / Year For	Jurisdiction	Value Appealed	Appeal/Request Type	Recommendation Recommended Value
12577	PAVE 3420 IDLEWOOD VILLAGE, LLC	0000377426 2016	RALEIGH	\$9,235,817	Exemption 105-278.4 Educational Purpose	Granted
12575	WALNUT CREEK CONGREGATION OF JEHOVA	0000184157 2016	WAKE COUNTY	\$759,123	Exemption 105-278.3 Religious Purpose	Granted



**Board of Commissioners Meeting: 12/05/2016**

**TO: Wake County Board of Commissioners**

**FOR: Consideration of Requests for Relief of Penalties**

Item #	Taxpayer(s)	Account # / Year For	Jurisdiction	Late List Appealed	Appeal/Request Type	Recommendation
12527	CITY BARBEQUE INC	0006796271 2016	GARNER	\$361.66	Late List Penalty	Denied
12523	DS SERVICES OF AMERICA INC	0006542609 2016	RALEIGH	\$20.61	Late List Penalty	Granted
12525	DS SERVICES OF AMERICA INC	0006755504 2016	ANGIER	\$1.30	Late List Penalty	Granted
12547	DS SERVICES OF AMERICA INC	0006481270 2016	APEX	\$15.24	Late List Penalty	Granted
12549	DS SERVICES OF AMERICA INC	0006481270 2016	GARNER	\$13.90	Late List Penalty	Granted
12551	DS SERVICES OF AMERICA INC	0006481270 2016	ROLESVILLE	\$1.30	Late List Penalty	Granted
12553	DS SERVICES OF AMERICA INC	0006481270 2016	WAKE COUNTY	\$2.82	Late List Penalty	Granted
12555	DS SERVICES OF AMERICA INC	0006481270 2016	ZEBULON	\$2.69	Late List Penalty	Granted
12557	DS SERVICES OF AMERICA INC	0006481270 2016	WENDELL	\$4.68	Late List Penalty	Granted
12559	DS SERVICES OF AMERICA INC	0006481270 2016	WAKE FOREST	\$14.02	Late List Penalty	Granted



**Board of Commissioners Meeting: 12/05/2016**

**TO: Wake County Board of Commissioners**

**FOR: Consideration of Requests for Relief of Penalties**

Item #	Taxpayer(s)	Account # / Year For	Jurisdiction	Late List Appealed	Appeal/Request Type	Recommendation
12561	DS SERVICES OF AMERICA INC	0006481270 2016	MORRISVILLE	\$14.93	Late List Penalty	Granted
12563	DS SERVICES OF AMERICA INC	0006481270 2016	KNIGHTDALE	\$6.28	Late List Penalty	Granted
12565	DS SERVICES OF AMERICA INC	0006481270 2016	HOLLY SPRINGS	\$7.45	Late List Penalty	Granted
12567	DS SERVICES OF AMERICA INC	0006481270 2016	FUQUAY VARINA	\$7.11	Late List Penalty	Granted
12569	DS SERVICES OF AMERICA INC	0006481270 2016	DURHAM	\$1.32	Late List Penalty	Granted
12571	DS SERVICES OF AMERICA INC	0006481270 2016	CARY	\$22.93	Late List Penalty	Granted
12573	DS SERVICES OF AMERICA INC	0006481270 2016	RALEIGH	\$191.14	Late List Penalty	Granted
12529	NGUYEN, ASHLEY	0006809718 2011	RALEIGH	\$193.50	Late List Penalty	Denied
12531	NGUYEN, ASHLEY	0006809718 2012	RALEIGH	\$514.00	Late List Penalty	Denied
12533	NGUYEN, ASHLEY	0006809718 2013	RALEIGH	\$373.42	Late List Penalty	Denied
12535	NGUYEN, ASHLEY	0006809718 2014	RALEIGH	\$268.18	Late List Penalty	Denied



**Board of Commissioners Meeting: 12/05/2016**

**TO: Wake County Board of Commissioners**

**FOR: Consideration of Requests for Relief of Penalties**

Item #	Taxpayer(s)	Account # / Year For	Jurisdiction	Late List Appealed	Appeal/Request Type	Recommendation
12537	NGUYEN, ASHLEY	0006809718 2015	RALEIGH	\$155.28	Late List Penalty	Denied
12539	NGUYEN, ASHLEY	0006809718 2016	RALEIGH	\$64.65	Late List Penalty	Denied
12581	PRICES PAINT & BODY SHOP LLC	0006114519 2016	RALEIGH	\$59.16	Late List Penalty	Granted



**Board of Commissioners Meeting: 12/05/2016**

**TO: Wake County Board of Commissioners**

**FOR: Consideration of Requests for Tax Relief Exclusion**

Item #	Taxpayer(s)	Account # / Year For	Jurisdiction	Value Appealed	Appeal/Request Type	Recommendation
12541	BAKER, MAVERINE	0000003451 2016	GARNER	\$88,655	Exclusion 105-277.1 Elderly Exclusion	Granted
12579	HOWELL, CASEY	0000407123 2016	APEX	\$203,795	Exclusion 105-277.1 Disabled Exclusion	Granted
12545	ROPER, ROSA	0000146753 2016	RALEIGH	\$45,000	Exclusion 105-277.1C Veterans Relief	Granted
12543	WILKERSON, CARRIE	0000076895 2016	WAKE FOREST	\$30,771	Exclusion 105-277.1 Elderly Exclusion	Granted



**Board of Commissioners Meeting: 12/05/2016**

**TO: Wake County Board of Commissioners**

**FOR: Consideration of Requests for Value Adjustments and Special Situations**

Item #	Taxpayer(s)	Account # / Year For	Jurisdiction	Value Appealed	Appeal/Request Type	Recommendation Recommended Value
12583	THE PENTECOSTALS OF FUQUAY	0000089062 2016	FUQUAY VARINA	\$3,784,155	Exemption Appeal of Denial 105-278.5 Religious Education	Granted



# MUNICIPAL MONTHLY COMPARISON REPORT OCTOBER 2016

## ANGIER

	Last Year	This Year
Billed	\$257,024.25	\$286,106.39
Collected	\$48,624.85	\$83,508.66
Percentage	18.92%	29.19%

## DURHAM

	Last Year	This Year
Billed	\$265,782.62	\$314,991.06
Collected	\$1,721.14	\$111,909.25
Percentage	0.65%	35.53%

## KNIGHTDALE

	Last Year	This Year
Billed	\$6,077,499.98	\$6,453,781.10
Collected	\$1,061,583.92	\$1,607,530.77
Percentage	17.47%	24.91%

## WAKE FOREST

	Last Year	This Year
Billed	\$22,118,500.07	\$22,968,791.68
Collected	\$4,295,135.29	\$6,722,570.44
Percentage	19.42%	29.27%

## APEX

	Last Year	This Year
Billed	\$19,541,340.45	\$22,024,468.10
Collected	\$3,580,119.95	\$6,653,819.25
Percentage	18.32%	30.21%

## FUQUAY -VARINA

	Last Year	This Year
Billed	\$9,809,369.09	\$12,094,235.89
Collected	\$1,675,916.76	\$3,431,336.51
Percentage	17.08%	28.37%

## MORRISVILLE

	Last Year	This Year
Billed	\$15,635,254.22	\$17,091,026.84
Collected	\$2,009,213.40	\$4,410,957.45
Percentage	12.85%	25.81%

## WENDELL

	Last Year	This Year
Billed	\$2,283,280.17	\$2,469,719.32
Collected	\$333,625.57	\$810,017.85
Percentage	14.61%	32.80%

## CARY

	Last Year	This Year
Billed	\$82,027,979.70	\$85,195,510.46
Collected	\$12,161,211.23	\$23,941,204.42
Percentage	14.83%	28.10%

## GARNER

	Last Year	This Year
Billed	\$15,780,655.42	\$16,671,026.97
Collected	\$2,126,948.31	\$4,332,085.31
Percentage	13.48%	25.99%

## RALEIGH

	Last Year	This Year
Billed	\$218,759,472.53	\$236,846,962.75
Collected	\$30,934,373.21	\$59,720,062.80
Percentage	14.14%	25.21%

## ZEBULON

	Last Year	This Year
Billed	\$4,419,241.17	\$5,355,811.36
Collected	\$246,148.01	\$728,188.52
Percentage	5.57%	13.60%

## CLAYTON

	Last Year	This Year
Billed	\$81.91	\$140.24
Collected	\$0.00	\$0.84
Percentage	0.00%	0.60%

## HOLLY SPRINGS

	Last Year	This Year
Billed	\$16,075,138.20	\$17,197,933.73
Collected	\$3,209,377.87	\$5,268,511.02
Percentage	19.96%	30.63%

## ROLESVILLE

	Last Year	This Year
Billed	\$3,106,094.20	\$3,599,983.48
Collected	\$689,407.62	\$1,143,869.83
Percentage	22.20%	31.77%



**REPORT OF COLLECTIONS - WAKE COUNTY ONLY  
OCTOBER 2016**

<b>MONTHLY COLLECTIONS</b>	<b>October 2015</b>	<b>October 2016</b>
	<b>Last Year</b>	<b>This Year</b>
Current Taxes	\$88,730,160.21	\$86,641,251.29
Current Special Districts	\$2,646,898.09	\$2,997,220.60
Current Deferred Taxes	\$50,812.21	\$21,907.52
Back Taxes	\$212,111.01	\$161,946.95
Back Deferred Taxes	\$147,441.72	\$123,502.45
Beer & Wine	\$1,267.50	\$412.50
Recycle Fee	\$1,038,305.31	\$997,475.79
<b>TOTAL</b>	<b>\$92,826,996.05</b>	<b>\$90,943,717.10</b>

<b>CUMULATIVE</b>	<b>October 2015</b>	<b>October 2016</b>
	<b>Last Year</b>	<b>This Year</b>
Current Taxes	\$177,410,307.35	\$184,959,058.17
Current Special Districts	\$5,313,319.73	\$6,765,134.09
Current Deferred Taxes	\$249,686.89	\$68,016.85
Back Taxes	\$1,126,859.36	\$695,630.21
Back Deferred Taxes	\$992,096.83	\$332,552.15
Beer & Wine	\$6,476.25	\$3,843.75
Recycle Fee	\$1,896,458.32	\$1,887,251.53
<b>TOTAL</b>	<b>\$186,995,204.73</b>	<b>\$194,711,486.75</b>

	<b>October 2015</b>		
	<b>Levy Billed</b>	<b>Levy Coll</b>	<b>% Coll</b>
Real & Personal Property	\$755,945,153.44	\$180,626,511.69	23.89%
Special District Real & Personal	\$20,511,493.57	\$5,316,274.47	25.92%
Vehicle Property	\$4,866,759.48	\$4,845,453.93	99.56%
Special District Vehicle	\$139,548.25	\$139,169.91	99.73%
<b>TOTAL</b>	<b>\$781,462,954.74</b>	<b>\$190,927,410.00</b>	<b>24.43%</b>

	<b>October 2016</b>		
	<b>Levy Billed</b>	<b>Levy Coll</b>	<b>% Coll</b>
Real & Personal Property	\$792,536,317.15	\$191,854,693.96	24.21%
Special District Real & Personal	24,687,926.17	\$6,768,858.78	27.42%
Vehicle Property	\$4,474,785.31	\$4,453,324.18	99.52%
Special District Vehicle	\$148,499.59	\$147,982.95	99.65%
<b>TOTAL</b>	<b>\$821,847,528.22</b>	<b>\$203,224,859.87</b>	<b>24.73%</b>

<b>DEFERRED TAXES</b>						<b>UNCOLLECTED DEFERRED TAXES</b>	
<b>(Subject to Current) and 3 Year Rollback)</b>							
<b>YEAR</b>	<b>LEVY BILLED</b>	<b>LEVY COLLECTED</b>	<b>PERCENTAGE COLLECTED</b>	<b>LEVY UNCOLLECTED</b>	<b>(%)</b>	<b>Year</b>	<b>Amount</b>
2016	\$821,847,528.22	\$203,224,859.87	24.73%	\$618,622,668.35	75.27%	2016	\$34,026.70
2015	\$785,332,691.13	\$784,421,790.95	99.88%	\$910,900.18	0.12%	2015	\$31,035.11
2014	\$766,414,338.89	\$765,945,835.41	99.94%	\$468,503.48	0.06%	2014	\$27,917.21
2013	\$675,877,933.56	\$675,042,852.33	99.88%	\$835,081.23	0.12%	2013	\$25,493.53
2012	\$683,563,809.38	\$682,625,448.49	99.86%	\$938,360.89	0.14%	2012	\$0.00
2011	\$673,247,654.80	\$672,293,290.22	99.86%	\$954,364.58	0.14%	2011	\$2.29
2010	\$668,216,055.87	\$667,287,545.41	99.86%	\$928,510.46	0.14%	2010	\$1,066.36
2009	\$664,017,347.41	\$663,183,659.89	99.87%	\$833,687.52	0.13%	2009	\$1,154.29
2008	\$657,129,140.62	\$656,226,906.31	99.86%	\$902,234.31	0.14%	2008	\$1,005.58

<b>TOTAL</b>	<b>\$4,788,466,280.53</b>	<b>\$4,782,605,538.06</b>		<b>\$5,860,742.47</b>		<b>TOTAL</b>	<b>\$127,371,416.02</b>	<b>TOTAL</b>	<b>\$56,639.26</b>
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<b>S/Distr</b>					
Current	\$24,836,425.76	\$6,916,841.73	27.85%	\$17,919,584.03	72.15%

Marcus D. Kinrade  
Wake County Revenue Director



**WAKE COUNTY BOARD OF COMMISSIONERS  
WAKE COUNTY IN-REM FORECLOSURE PROGRESS REPORT  
OCTOBER 2016**

**Totals for OCTOBER**

Parcels Notified by Certified Letter	4
Number of Parcels - Judgments Docketed	5
Parcels Paid in Full	9
Parcels Sold at Public Auction	2
Principal Tax (Notified by Certified Letter)	\$ 27,960
Principal Tax Collected for Month	\$ 42,696

**Cumulative Totals for 2016/2017 Fiscal Year**

Parcels Notified by Certified Letter	31
Number of Parcels - Judgments Docketed	25
Parcels Paid in Full	24
Parcels Sold at Public Auction	4
Principal Tax (Notified by Certified Letter)	\$ 154,494
Principal Tax Collected for Year	\$ 162,900

**Cumulative Total to Date**

Parcels Notified by Certified Letter	9,744
Number of Parcels - Judgments Docketed	1,897
Parcels Paid in Full	8,835
Parcels Sold at Public Auction	516
Principal Tax (Notified by Certified Letter)	\$ 15,229,931
Principal Tax Collected to Date	\$ 15,540,044

**\*Totals Include Any Municipal Taxes that Wake County is Under Contract to Collect.**

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This report is to be filed for the record.

Marcus D. Kinrade  
Revenue Director





Register of Deeds

**BOARD REPORT**

**DATE:** December 6, 2016

**TO: WAKE COUNTY BOARD OF COMMISSIONERS**

**RE: CONSIDERATION OF REFUND OF EXCISE TAX**

Approved By: 

<u>No.</u>	<u>Name &amp; Address of Payee</u>	<u>Deed Book &amp; Page Number</u>	<u>Excise Tax Amount Refund</u>	<u>Reason for Refund</u>	<u>Request Status</u>
1	Anderson Jones PLLC 1305 Navaho Drive Suite 303 Raleigh, NC 27609 Attn: Todd A Jones	Book 16575 Page 2031	\$ 3,600.00	Deed recorded in error	Approved
2	The South Mountain Group Inc 124 Sunstone Drive Cary, NC 27519 Attn: Carol redden	Book 16573 Page 1561	\$ 234.00	Wrong County	Approved
Total to be Refunded:			\$ 3,834.00		

Laura M. Riddick



Wake County Register of Deeds





## Legislation Details (With Text)

**File #:** 16-613

**Type:** Regular Item      **Status:** Agenda Ready

**In control:** Board of Commissioners

**On agenda:** 12/5/2016      **Final action:**

**Title:** Wake County Public School System CIP Reallocations and Appropriations - SNAP Funding (Second Reading)

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [2nd Reading Item Summary](#)  
[BOC Resolution 12.5.pdf](#)  
[CIP 2013 Appropriation Summary as of 12.5.16](#)  
[Board of Education Resolution](#)

Date	Ver.	Action By	Action	Result
12/5/2016	1	Board of Commissioners	accepted	

Wake County Public School System CIP Reallocations and Appropriations - SNAP Funding (Second Reading)

**That the Board of Commissioners approves the following request from the Wake County Board of Education for reallocations and appropriations in CIP 2013:**

**1. Reallocate a total of \$8,380,000 from mobile classroom relocations to fund design and construction for seven projects identified through the Space Needs and Analysis Prioritization (SNAP) Process**



**Item Title:** Wake County Public School System CIP Reallocations and Appropriations (Second Reading)

**Specific Action Requested:**

That the Board of Commissioners approves the request from the Wake County Board of Education to reallocate a total of \$8,380,000 in CIP 2013 from mobile classroom relocations to fund design and construction for seven projects identified through the Space Needs Analysis and Prioritization (SNAP) Process.

**Item Summary:**

Overview

The Board of Education is requesting that funds be reallocated and appropriated as follows:

	Plan of Record/Budget			Appropriations		
	<u>Current</u>	<u>Reallocation</u>	<u>Proposed</u>	<u>Current</u>	<u>Appropriation</u>	<u>Proposed</u>
<b>2013 Building Program</b>						
<b>New School Projects</b>						
Mobile Classroom Relocation	15,963,159	(8,380,000)	7,583,159	2,880,000		2,880,000
<b>Other Projects</b>	-		-	-		-
Space Needs Analysis and Prioritization (SNAP)	1,620,000	8,380,000	10,000,000	1,620,000	8,380,000	10,000,000
<b>Total Reallocation/Appropriation</b>	<b>17,583,159</b>	<b>-</b>	<b>17,583,159</b>	<b>4,500,000</b>	<b>8,380,000</b>	<b>12,880,000</b>

**CIP 2013 Reallocation and Appropriation**

This item reallocates a total of \$8,380,000 initially planned for mobile classroom relocations to fund seven projects identified through the school system's SNAP (Space Needs Analysis and Prioritization) process. These funds will cover the projects through completion. The Board of Commissioners appropriated \$1,620,000 in early design funding for these projects, as well as two other SNAP projects, on July 18, 2016. The remainder of funding for the other two projects, The Infinity Program for long-term suspended high school students with special needs and the Southwest Regional Transportation Maintenance and Parking Center, is included in the seven year capital improvement program. A list of the projects to be funded through this request is provided in the table below:



Space Needs Analysis and Prioritization (SNAP) Projects Receiving CIP 2013 Funding				
Project Name	July 18, 2016 Appropriation	Proposed Appropriation	Total	Completion Date
<i>River Oaks Condominium Projects</i>				
Testing Administration & Materials Management/CTE - Curriculum	60,000	500,000	560,000	August 2017
Transportation Administrative Space				
Pre-K Developmental Screening Center				
Alternative Learning Center Satellite				
<i>Other Educational and Adminstrative Spaces</i>				
North Wake College and Career Academy	400,000	5,160,000	5,560,000	August 2017
Transitions Program Renovation	200,000	2,120,000	2,320,000	August 2017
Testing Administration & Materials Management/Data&Accountability	60,000	600,000	660,000	April 2017
	\$ 720,000	\$ 8,380,000	\$9,100,000	

A number of factors have resulted in fewer mobile classroom relocations than expected at the outset of CIP 2013, creating significant savings in that project. These include lower than anticipated enrollment growth, enrollment caps at some schools, and limited space for modular classrooms on some campuses. To date, a total of \$1,620,000 has been reallocated to SNAP projects from mobile classroom relocations. If this item is approved, a total of \$10 million will have been reallocated from mobile relocations to SNAP projects, bringing the revised mobile relocation budget to \$7,583,159.

### Operating Cost Impact

Two of the projects funded in this item are expected to have ongoing operating cost impacts to the County: the North Wake College and Career Academy and the Transitions Program. The estimated operating costs associated with these two projects is estimated at \$750,000 annually. This includes the net, new costs the schools will incur to operate these facilities. It is expected that the County would be responsible for utilities, maintenance, grounds and custodial services for additional square footage and acreage. Other operating impacts would be covered through other funding sources or within in the school system's total County appropriation.

Project	Estimated Net New Operating Costs to County	Notes
Testing Admin & Materials Mgt/Data & Accountability	\$0	Small Conversion of warehouse to conditioned space
River Oaks Condominium Projects	\$0	Conversion of administrative space for current requirements and additional testing storage
North Wake College and Career Academy	~\$500,000	State legislature funding of college and career would reduce operating cost ~\$200K. Remaining funding needed to cover MOE and supplies not earned thru state allotment
Transitions Program	~\$250,000	Utilities, Maintenance, Grounds and Custodial for new SF and acreage. Instructional MOE and supplies not earned thru state allotment
<b>Total</b>	<b>~\$750,000</b>	



### **Staff Comments**

The substantial savings in mobile relocations has provided the capacity for WCPSS to accomplish several of the projects identified through their SNAP process. County staff will continue to monitor the projects included in CIP 2013 as it enters its latter phases, while also preparing for the annual update of the new, seven year capital improvement program.

### *History of CIP 2013*

On October 8, 2013, Wake County citizens approved the authorization of \$810 million of general obligation bonds for the Wake County Public School System 2013 Capital Improvement Program. On October 21, 2013, the Board adopted the resolution declaring the results of the October 8, 2013 bond referendum. These bonds, plus cash appropriations, fund the WCPSS CIP 2013 Building Program. On November 18, 2013, the Board of Commissioners was asked to approve the original CIP 2013 Plan of Record, which consisted of \$43,800,000 from existing County funding, and \$939,954,793 in future funding for a total program amount of \$983,754,793. On June 16, 2014 the Board approved a Plan of Record increase in the amount of \$6,799,974 as a result of proceeds of the sale of the 3600 Wake Forest Road Site. On July 6, 2015 the Board approved a \$775,000 increase to the Plan of Record to reflect a reallocation of \$775,000 in CIP 2006 savings to CIP 2013. The Board approved a \$2.6 million increase to the Plan of Record on October 19, 2015 as part of another reallocation of savings from CIP 2006 to CIP 2013. On February 15, 2016 the Board increased the Plan of Record by \$4,454,720 to reflect proceeds from the sale of the original H-6 site (CIP 2006). The Plan of Record currently totals \$998,384,487.

The Capital Improvement Program contemplates commitments through fiscal year 2017. It provides for construction of fifteen new schools: ten new elementary schools, three middle schools and two high schools. Additionally, the plan includes funds for five major renovations, start-up construction costs at five other schools, life cycle equipment replacement, educational equipment replacement, technology and security, land acquisition and start-up design for new schools, facilities assessments and program management and contingency. To date, \$878.8 million has been appropriated, eight new schools and one major renovation have been completed. Currently, six new schools and four major renovations are in the construction phase. One new school will bid in spring 2017.

CIP 2013 originally included funds for eleven new elementary schools, three new middle schools, two new high schools, six major renovations and startup renovation costs for three schools. On July 6, 2015 the Board of Commissioners approved the Board of Education's request for several changes to the program. Two projects were deferred to the next building program. The construction of a new elementary school in Holly Springs (E-46) was deferred due to site identification difficulties, and a major renovation at Vandora Springs Elementary was deferred due to swing space timing needs.



**Attachments:**

1. Resolution
2. CIP 2013 Appropriation Summary as of December 5, 2016
3. Board of Education Resolution



**Resolution R-2016-  
Reallocate and Appropriate Funds in CIP 2013**

**WHEREAS**, the Wake County Board of Education is engaged in Long Range Building Programs; and

**WHEREAS**, the Wake County Board of Education has duly requested that the Board of Commissioners approve the reallocation of \$8,380,000 from mobile relocations to fund design and construction for seven projects related to the District's Space Needs and Analysis Prioritization (SNAP) Process; and

**NOW, THEREFORE, BE IT RESOLVED** that the Wake County Board of Commissioners hereby reallocates and appropriates funds as follows:

	Plan of Record/Budget			Appropriations		
	<u>Current</u>	<u>Reallocation</u>	<u>Proposed</u>	<u>Current</u>	<u>Appropriation</u>	<u>Proposed</u>
<b>2013 Building Program</b>						
<b>New School Projects</b>						
Mobile Classroom Relocation	15,963,159	(8,380,000)	7,583,159	2,880,000		2,880,000
<b>Other Projects</b>	-		-	-		-
Space Needs Analysis and Prioritization (SNAP)	1,620,000	8,380,000	10,000,000	1,620,000	8,380,000	10,000,000
<b>Total Reallocation/Appropriation</b>	<b>17,583,159</b>	<b>-</b>	<b>17,583,159</b>	<b>4,500,000</b>	<b>8,380,000</b>	<b>12,880,000</b>

Adopted this the 5th day of December, 2016.

Wake County Board of Commissioners

\_\_\_\_\_  
Chairperson



## CIP 2013 Reallocation and Appropriation Summary

Projects	CIP 2013 Original Budget	6/16/2014		9/15/14 and 10/9/2014		1/20/15 and 2/2/15		6/15/15 and 7/9/15		10/5/15 and 10/19/15		3/16/16 and 3/27/16		6/15/16 and 7/9/16		9/15/16 and 10/14/16		1/20/17 and 2/2/17		6/15/17 and 7/9/17		10/5/2017 and 10/19/17		1/4/18 and 1/12/18		2/1/18 and 2/15/18		6/20/18 and 7/7/18		7/5/2018 and 7/18/2018		11/7/18 and 12/15/18		11/7/18 and 12/15/18		Appropriations to Site		Budget Minus Appropriations		
		Amount (\$)		Amount (\$)		Amount (\$)		Amount (\$)		Amount (\$)		Amount (\$)		Amount (\$)		Amount (\$)		Amount (\$)		Amount (\$)		Amount (\$)		Amount (\$)		Amount (\$)		Amount (\$)		Amount (\$)		Amount (\$)		Amount (\$)		Amount (\$)		Amount (\$)		
		Amount (\$)	Purpose	Amount (\$)	Purpose	Amount (\$)	Purpose	Amount (\$)	Purpose	Amount (\$)	Purpose	Amount (\$)	Purpose	Amount (\$)	Purpose	Amount (\$)	Purpose	Amount (\$)	Purpose	Amount (\$)	Purpose	Amount (\$)	Purpose	Amount (\$)	Purpose	Amount (\$)	Purpose	Amount (\$)	Purpose	Amount (\$)	Purpose	Amount (\$)	Purpose	Amount (\$)	Purpose	Amount (\$)	Purpose	Amount (\$)	Purpose	
New School Projects																																								
E-20 Abbotts Creek Elementary - N. Raleigh (2015) - Site Acquired	\$	19,023,841				(1,302,129)																																		
E-24 New Elementary NW Raleigh (Next Program) - Site Acquired	\$							2,000,000																																
E-28 Poole Road Elementary - SE Raleigh (2017)	\$	22,370,069					2,070,639																																	
E-31 Bryan Road Elementary (2017) - Site Acquired	\$	22,370,069					3,637,345																																	
E-33 Scotts Ridge Elementary - Apex (2015) - Site Acquired	\$	21,446,172																																						
E-33 Horizons Creek Elementary - NW Cary (2017)	\$	22,370,069					1,951,678																																	
E-36 Beaverdam Elementary - E. Raleigh/Reverend (2016) - Site Acquired	\$	21,718,514					1,163,023																																	
E-37 White Oak Elementary/Western Cary/Morrisville (2016) - Site Acquired	\$	21,718,514					149,264																																	
E-38 Elementary - West Creek (2014) - Site Acquired	\$	21,618,514					191,983																																	
E-40 Rogers Lane Elementary - E. Raleigh (2017) - Site Acquired	\$	22,370,069																																						
E-41 Cablow Elementary - Western Holly Springs (2014) - Site Acquired	\$	21,418,514					1,265,739																																	
E-45 New Elementary - Holly Springs (Next Program)	\$	22,370,069																																						
E-46 YMCA/WCPSS Community Responsive Elem School - Southeast Raleigh	\$																																							
E-50 New Elementary - HWY/Morrisville (Next Program) - Site Acquired	\$																																							
E-6 Pine Hollow - N. Raleigh (2015) - Site Acquired	\$	36,713,366					(3,987,956)																																	
M-11 Apex Friendship Middle - Apex (2018) - Site Acquired	\$	44,025,023																																						
M-12 Middle School - Garner (Next Program)	\$																																							
M-13 River Bend Middle - N. Raleigh/405-540 (2017) - Site Acquired	\$	41,742,741					1,740,101																																	
M-16 Middle School - Cary (Next Program)	\$																																							
H-7 Green Lake High - Apex (2017) - Site Acquired	\$	67,693,136					1,508,011																																	
H-8 South Garner High - Garner (2016) - Site Acquired	\$	66,129,371					(2,321,504)																																	
H-13 High School - Fuquay Varina (Next Program)	\$																																							
H-13 High School - Fuquay Varina (Next Program)	\$	32,874,667					3,987,956																																	
Mobile Classroom Relocation	\$	17,583,159					838,833																																	
Existene School Projects																																								
Green Elem (2016)	\$	22,620,503					(1,111,349)																																	
Vanderburg Springs Elem (2017)	\$	24,400,166					(21,460,515)																																	
Lincoln Heights Elem (2017)	\$	21,657,244																																						
Brooks Elem (2017)	\$	21,391,080																																						
Revelsville Elem (2017)	\$	11,505,169					6,601,562																																	
Garner High (2018)	\$	67,075,342																																						
South Elem (2018)	\$	2,458,856					1,300,000																																	
Fast Wake Middle (2018)	\$	4,185,349					2,400,000																																	
Apex High (2019)	\$	5,085,445																																						
North Ridge Elem	\$																																							
Fuquay Varina High	\$																																							
Wendell Elem	\$																																							
West Milbrook Middle	\$																																							
York Elementary	\$																																							
Wiley Elementary	\$																																							
Life Cycle Replacements	\$	65,523,580																																						
Environmental and ADA	\$	5,741,122																																						
Assessment of Facilities	\$	1,150,006																																						
Other Projects																																								
Life Cycle Furniture Replacements	\$	1,611,898																																						
Educational Equipment Replacements	\$	2,104,175																																						
Space Needs, Analysis and Prioritization (DNAP)	\$	10,000,000																																						
Technology Infrastructure	\$	38,867,965																																						
Technology Devices	\$	25,911,977																																						
Security	\$	7,429,735																																						
Property Acquisition	\$	44,746,745																																						
Startup Designs	\$	24,977,677																																						
Program Contingency	\$	14,745,611																																						
Program Management	\$	25,561,852																																						
Reserve	\$																																							
GRAND TOTAL																																								
		\$93,754,793	\$ 6,799,474	\$ -	\$ -	\$ -	\$ -	\$ 775,000	\$ 2,600,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
		\$93,754,793	\$ 6,799,474	\$ -	\$ -	\$ -	\$ -	\$ 775,000	\$ 2,600,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
		\$93,754,793	\$ 6,799,474	\$ -	\$ -	\$ -	\$ -	\$ 775,000	\$ 2,600,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
		\$93,754,793	\$ 6,799,474	\$ -	\$ -	\$ -	\$ -	\$ 775,000	\$ 2,600,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
		\$93,754,793	\$ 6,799,474	\$ -	\$ -	\$ -	\$ -	\$ 775,000	\$ 2,600,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
		\$93,754,793	\$ 6,799,474	\$ -	\$ -	\$ -	\$ -	\$ 775,000	\$ 2,600,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -</																			



**RESOLUTION REQUESTING APPROPRIATION AND REALLOCATION OF FUNDING  
CIP 2013 CAPITAL BUILDING PROJECTS**

WHEREAS, the Wake County Board of Education is engaged in a Long-Range Building Program, and

WHEREAS, the Wake County Board of Education has approved the projects listed below as part of its CIP 2013 Building Programs, and contracts have been or will be let for planning, design, or construction services.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the Wake County Board of Education requests that the Wake County Board of Commissioners appropriate and reallocate funds as follows:

**APPROPRIATE**

CIP 2013	AMOUNT
Mobile Relocation	\$ 8,380,000
Apex High (design)	\$ 1,200,000
<b>CIP 2013 Total</b>	<b>9,580,000</b>

**REALLOCATE**

FROM (CIP 2013)	AMOUNT	TO (CIP 2013)	AMOUNT
Mobile Relocations	\$ 8,380,000	SNAP (design and construction)	\$ 8,380,000
<b>CIP 2013 Total</b>	<b>\$ 8,380,000</b>	<b>CIP 2013 Total</b>	<b>\$ 8,380,000</b>

Resolved this 18th day of October 2016

**WAKE COUNTY BOARD OF EDUCATION**

By: \_\_\_\_\_  
Thomas C. Benton, Chair

Attest: \_\_\_\_\_  
James G. Merrill, Secretary





## Legislation Details (With Text)

**File #:** 16-581

**Type:** Regular Item

**Status:** Agenda Ready

**In control:** Board of Commissioners

**On agenda:** 12/5/2016

**Final action:**

**Title:** Wake County Public School System CIP 2013 Reallocations and Appropriations (First Reading)

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Agenda Cover](#)  
[Presentation.pdf](#)  
[BOC Resolution 1.3.pdf](#)  
[CIP Appropriation Summary as of 12.5.16](#)  
[Board of Education Development Agreement Resolution](#)  
[Triangle YMCA Wake County Development Agreement.pdf](#)  
[Board of Education Reallocation and Appropriation Resolution](#)

Date	Ver.	Action By	Action	Result
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Wake County Public School System CIP 2013 Reallocations and Appropriations (First Reading)  
**That the Board of Commissioners receives information from the Board of Education on its request for a reallocation and appropriation in CIP 2013. If there are no outstanding questions, the Board of Commissioners will be asked to approve the following action item on January 3, 2017:**

- 1. Reallocate and appropriate a total \$1 million in CIP 2013 for startup design for a public-private partnership between the Board of Education and The YMCA of the Triangle Inc. for development of an elementary school (E-46) in Southeast Raleigh.**



**Item Title:** Wake County Public School System CIP 2013 Reallocations and Appropriations (First Reading)

**Specific Action Requested:**

That the Board of Commissioners receives information from the Board of Education on its request for a reallocation and appropriation in CIP 2013. If there are no outstanding questions, the Board of Commissioners will be asked to approve the following action item on January 3, 2017:

1. Reallocate and appropriate a total \$1 million in CIP 2013 for startup design for a public-private partnership between the Board of Education and The YMCA of the Triangle Inc. for development of an elementary school (E-46) in Southeast Raleigh.

**Item Summary:**

**Overview**

The Board of Education is requesting that funds be reallocated and appropriated as follows:

	Plan of Record/Budget			Appropriations		
	<u>Current</u>	<u>Reallocation</u>	<u>Proposed</u>	<u>Current</u>	<u>Appropriation</u>	<u>Proposed</u>
	<b>CIP 2013 Building Program</b>					
<b>New School Projects</b>						
E-46 New Elementary* (2019) SE Raleigh	-	1,000,000	1,000,000	-	1,000,000	1,000,000
	-		-	-		-
<b>Other Projects</b>	-		-	-		-
Startup Designs	7,477,677	(1,000,000)	6,477,677	-		-
<b>Total Reallocation/Appropriation</b>	<b>7,477,677</b>	<b>-</b>	<b>7,477,677</b>	<b>-</b>	<b>1,000,000</b>	<b>1,000,000</b>
*E-46 funds are included in the FY2017-FY2023 WCPSS CIP						

**Project Overview**

On November 15, 2016, the Board of Education adopted a resolution stating there was a critical need for the described capital project pursuant to NCGS 143-128.1C. Under this statute, a capital project can be built for the benefit of both the government and private entity as a public-private partnership. A development contract is required where the private developer is required to provide at least 50 percent of the financing for the total cost necessary to deliver the capital project either through a lease or ownership for the governmental entity. Payments by the governmental entity cannot count towards the private entity's fifty percent contribution.

WCPSS envisions entering into a partnership with the YMCA of the Triangle. The YMCA of the Triangle owns approximately 31 acres in Southeast Raleigh off of Rock Quarry Road. There, the YMCA plans on constructing a 110,000 square foot building, for which 35,000 square feet would be used primarily by the YMCA and 75,000 square feet would be used primarily by WCPSS for an elementary school accommodating approximately 500 students. The YMCA would be the developer and would be



responsible for the design and construction of the facility; however the Board of Education will have the right to approve the design of the building.

The YMCA will lease the school portion of the Facility, together with shared use of the YMCA portion of the Facility, to the Board of Education. The YMCA will have the right to use the portion of the school space leased to the Board for YMCA activities. It is contemplated that the initial term will be for 20 years with three ten year renewal periods. The building is anticipated to be completed in time to open for the 2019-20 school year. The location is in the E-46 target circle.

Including the value of land, the total estimated cost of the project is \$40.2 million. The total estimated cost of the construction project is \$35.7 million. WCPSS estimated cost is \$18.5 million. The contemplated structure of the public-private partnership is:

- \$1 million for design
- \$2.5 million when building construction begins, either as a capital contribution or lease payment
- \$2.5 million at 50% completion, either as a capital contribution or lease payment
- Remainder due after occupancy, plus the YMCAs actual construction interest cost. This amount would be paid in three payments (90% at occupancy, 7.5% after punchlist items and permanent certificate of occupancy obtained, and the remainder after the final auditing and closeout of the construction contract). This amount is estimated at \$13.1 million.

### **Reallocation and Appropriation Request**

At this point in time, the Board of Commissioners is only requested to appropriate \$1 million for design in order to allow design of the project to commence. The lease agreement, and corresponding payments, will come before the Board of Commissioners once the guaranteed maximum price contract for construction (GMP) of the building and WCPSS allocated cost is known. The lease agreement will also be subject to approval by the Local Government Commission. Funds for this partnership are contemplated as part of the WCPSS 2017-2023 CIP.

### **Staff Comments**

A draft of the development agreement (development contract pursuant to NCGS 143-128.1c) between the YMCA and the Board of Education is attached. It is anticipated that this development agreement will be approved by the Board of Education at their December 20, 2016 meeting. Although Wake County is not a party to the development agreement, the terms of the agreement are significant as the County will need to approve a subsequent lease agreement and corresponding appropriations related to the structure of such agreement. The office of the County Attorney has reviewed the proposed development agreement which will be presented for approval at the December 20, 2016 Board of Education meeting. The Board of Education's approval of the development agreement is subject to the Board of Commissioners reallocation and appropriation of \$1 million for startup design for the public-private partnership.

### **History of CIP 2013**

On October 8, 2013, Wake County citizens approved the authorization of \$810 million of general obligation bonds for the Wake County Public School System 2013 Capital Improvement Program. On October 21, 2013, the Board adopted the resolution



declaring the results of the October 8, 2013 bond referendum. These bonds, plus cash appropriations, fund the WCPSS CIP 2013 Building Program. On November 18, 2013, the Board of Commissioners was asked to approve the original CIP 2013 Plan of Record, which consisted of \$43,800,000 from existing County funding, and \$939,954,793 in future funding for a total program amount of \$983,754,793. On June 16, 2014 the Board approved a Plan of Record increase in the amount of \$6,799,974 as a result of proceeds of the sale of the 3600 Wake Forest Road Site. On July 6, 2015 the Board approved a \$775,000 increase to the Plan of Record to reflect a reallocation of \$775,000 in CIP 2006 savings to CIP 2013. The Board approved a \$2.6 million increase to the Plan of Record on October 19, 2015 as part of another reallocation of savings from CIP 2006 to CIP 2013. On February 15, 2016 the Board increased the Plan of Record by \$4,454,720 to reflect proceeds from the sale of the original H-6 site (CIP 2006). The Plan of Record currently totals \$998,384,487.

The Capital Improvement Program contemplates commitments through fiscal year 2017. It provides for construction of fifteen new schools: ten new elementary schools, three middle schools and two high schools. Additionally, the plan includes funds for five major renovations, start-up construction costs at five other schools, life cycle equipment replacement, educational equipment replacement, technology and security, land acquisition and start-up design for new schools, facilities assessments and program management and contingency. To date \$887.3 million has been appropriated; eight new schools and one major renovation have been completed. Currently, six new schools and four major renovations are in the construction phase. One new school will bid in spring 2017.

CIP 2013 originally included funds for eleven new elementary schools, three new middle schools, two new high schools, six major renovations and startup renovation costs for three schools. On July 6, 2015 the Board of Commissioners approved the Board of Education's request for several changes to the program. Two projects were deferred to the next building program. The construction of a new elementary school in Holly Springs (E-46) was deferred due to site identification difficulties, and a major renovation at Vandora Springs Elementary was deferred due to swing space timing needs.

#### **Attachments**

1. Presentation
2. Resolution
3. CIP 2013 Appropriation Summary as of January 3, 2017
4. Board of Education Development Agreement Resolution
5. Development Agreement Contract Pursuant to NCGS 143-128.1c
6. Board of Education Reallocation and Appropriation Resolution





**WAKE COUNTY**  
PUBLIC SCHOOL SYSTEM

# WCPSS CIP 2013 Reallocation and Appropriation

*Board of Commissioners 5 December 2016*

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Joe Desormeaux, Assistant Superintendent for Facilities

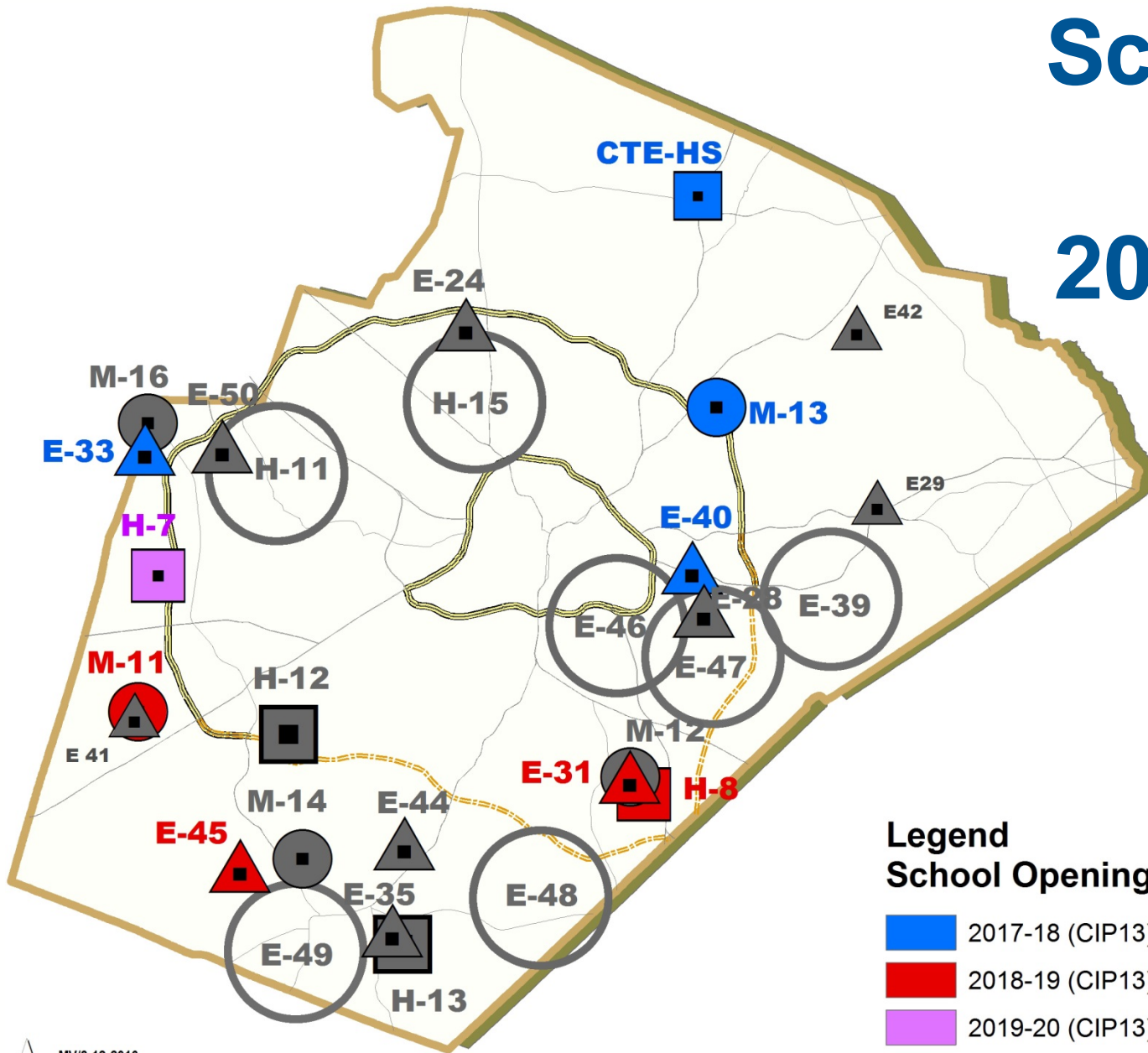


# Key Drivers In This Request

- Growth projections identify a need for an additional elementary school identified as E-46
- Startup design for the school to be funded by CIP 2013 and construction funding in future building program
- School completion scheduled for July 2019
- The project will be a Public Private Partnership (PPP) with the Young Men's Christian Association of the Triangle Area, Inc. (YMCA)



# School Site Planning 2017 - 2023



MV/8-12-2016  
0 1 2 4 Miles

## Legend School Openings

- 2017-18 (CIP13)
- 2018-19 (CIP13)
- 2019-20 (CIP13)
- 2019-23 (TBD)



# Concept Plan





# Facility Summary

- Approximately 110,000 SF
  - Estimated 75,000 SF for primarily school use
  - Shared use with YMCA of a portion of the remaining SF
- Accommodate approximately 500 students
- Development is just under 31 acres of which approximately 19 acres will be used for the school/YMCA project.
- Open for 2019-2020 school year



# Public Private Partnership

- P3 per NCGS 143-128.1C
- Initial term 20 years with three 10 year renewals
- PPP requires private developer to provide at least 50% of financing
- Including the value of land, the total cost of the project is \$40.2 million.
- WCPSS estimated building design and construction cost is \$18.5 million.



# Public Private Partnership

- Board of Education will lease the school portion of the Facility from the YMCA.
- WCPSS will use shared spaces during school hours and YMCA will use shared spaces during non-school hours
- The YMCA will have the right to use a portion of the school space leased to the Board for YMCA activities.



# Public Private Partnership

- Proposed payment structure for the partnership (to be approved in lease subsequent agreement)
  - \$1 million for design
  - \$2.5M payment when building construction begins
  - \$2.5M payment at 50% construction completion
  - 90% of remainder after occupancy
  - 7.5% after the punchlist items are completed
  - Remaining 2.5% based on open book third party examination of actual cost



# Next Steps

- Today – BOC first reading of \$1M design funding request
- Dec 20 – BOE approval of the development agreement
- Jan 3 – BOC second reading and approval of \$1M design funding request
- Lease agreement to BOE, LGC and BOC late spring or early summer of 2017
- Occupancy of school fall of 2019



# Reallocation and Appropriation

	Plan of Record/Budget			Appropriations		
	<u>Current</u>	<u>Reallocation</u>	<u>Proposed</u>	<u>Current</u>	<u>Appropriation</u>	<u>Proposed</u>
	<b>CIP 2013 Building Program</b>					
<b>New School Projects</b>						
E-46 New Elementary* (2019) SE Raleigh	-	1,000,000	1,000,000	-	1,000,000	1,000,000
	-		-	-		-
<b>Other Projects</b>	-		-	-		-
Startup Designs	7,477,677	(1,000,000)	6,477,677	-		-
<b>Total Reallocation/Appropriation</b>	<b>7,477,677</b>	<b>-</b>	<b>7,477,677</b>	<b>-</b>	<b>1,000,000</b>	<b>1,000,000</b>
*E-46 funds are included in the FY2017-FY2023 WCPSS CIP						



**Resolution R-2016-  
Reallocate and Appropriate Funds in CIP 2013**

**WHEREAS**, the Wake County Board of Education is engaged in Long Range Building Programs; and

**WHEREAS**, the Wake County Board of Education approved a resolution expressing its intent to enter into a public-private partnership pursuant to N.C.G.S. 143-128.1C with the YMCA of the Triangle for E-46; and

**WHEREAS**, the Wake County Board of Education has duly requested that the Board of Commissioners reallocate and appropriate \$1,000,000 in startup design funds for the project to meet the terms of the proposed development agreement between the Board of Education and the YMCA of the Triangle: and

**NOW, THEREFORE, BE IT RESOLVED** that the Wake County Board of Commissioners hereby reallocates and appropriates funds as follows:

	Plan of Record/Budget			Appropriations		
	<u>Current</u>	<u>Reallocation</u>	<u>Proposed</u>	<u>Current</u>	<u>Appropriation</u>	<u>Proposed</u>
	<b>CIP 2013 Building Program</b>					
<b>New School Projects</b>						
E-46 New Elementary* (2019) SE Raleigh	-	1,000,000	1,000,000	-	1,000,000	1,000,000
	-		-	-		-
<b>Other Projects</b>	-		-	-		-
Startup Designs	7,477,677	(1,000,000)	6,477,677	-		-
<b>Total Reallocation/Appropriation</b>	<b>7,477,677</b>	<b>-</b>	<b>7,477,677</b>	<b>-</b>	<b>1,000,000</b>	<b>1,000,000</b>

\*E-46 funds are included in the FY2017-FY2023 WCPSS CIP

Adopted this the 3rd day of January 2017.

Wake County Board of Commissioners

\_\_\_\_\_  
Chairperson



Projects	CP 2017 Original Budget*	6/16/2014		9/15/14 and 10/16/2014		1/20/15 and 2/2/15		6/15/15 and 7/6/15		10/5/15 and 10/19/15		1/16/16 and 1/19/16		2/12/16 and 2/15/16		6/26/16 and 7/16/16		7/7/2016 and 7/18/2016		11/7/16 and 11/21/16		11/21/16 and 12/9/16		Appropriations to Date (Proposed BOC Action)		Budget Minus Appropriations	
		Amount (\$)		Amount (\$)		Amount (\$)		Amount (\$)		Amount (\$)		Amount (\$)		Amount (\$)		Amount (\$)		Amount (\$)		Amount (\$)		Amount (\$)		Amount (\$)		Amount (\$)	
<b>New Schools Projects</b>																											
E-20 Abbotts Creek Elementary - N. Raleigh (2015) - Site Acquired	\$	19,023,841				(1,302,129)																					
E-24 New Elementary NW Raleigh: (Next Program) - Site Acquired	\$																										
E-25 Poole Road Elementary @ Raleigh (2017)	\$	22,370,909																									
E-01 Bryn Road Elementary (2017) - Site Acquired	\$	22,370,909																									
E-32 Scots Ridge Elementary-Apes (2015) - Site Acquired	\$	21,466,172																									
E-33 Horizons Creek Elementary-NW Cary (2017)	\$	22,370,909																									
E-36 Beaverdam Elementary - E. Raleigh/Beaverdam (2016) - Site Acquired	\$	21,718,514																									
E-37 White Oak Elementary-Western Cary/Morrisville (2016) - Site Acquired	\$	21,718,514																									
E-38 Elementary-River Creek (2016) - Site Acquired	\$	1,851,310																									
E-40 Rogers Lane Elementary-E. Raleigh (2017) - Site Acquired	\$	22,370,909																									
E-43 Oakdale Elementary-Western Holly Springs (2016) - Site Acquired	\$	1,526,186																									
E-45 New Elementary-Holly Springs (Next Program)	\$	21,418,514																									
E-46 YMCA/WCPS Community Responsive High School (2019): Southeast Raleigh	\$	22,370,909																									
E-50 New Elementary-#777/Morrisville (Next Program) - Site Acquired	\$																										
M-8 Pine Hollow-N. Raleigh (2016) - Site Acquired	\$	36,713,866																									
M-9 Apex Friendship Middle-Apes (2018) - Site Acquired	\$	44,002,623																									
M-12 Middle School-Garner (Next Program)	\$																										
M-13 River Bend Middle N. Raleigh/621-540 (2017) - Site Acquired	\$	41,742,741																									
M-16 Middle School-Cary (Next Program)	\$																										
H-7 Green Level High-Apes (2017) - Site Acquired	\$	67,493,196																									
H-8 South Garner High-Garner (2016) - Site Acquired	\$	66,129,371																									
H-13 High School-Hooper/Vanessa (Next Program)	\$																										
Public Infrastructure	\$	32,874,667																									
Mobile Classroom Relocation	\$	17,583,159																									
<b>Existene School Projects</b>																											
Green Elm (2016)	\$	22,620,553</																									



## **RESOLUTION**

WHEREAS, there exists a need to obtain school sites to be used by the Wake County Board of Education ("Board") and the Wake County Public School System to serve the citizens of Wake County; and

WHEREAS, the Board has identified a specific need for a new elementary school in the southeastern Raleigh area to provide instruction to the public school students in Wake County; and

WHEREAS, on June 21, 2016, the Board entered into a Memorandum of Understanding with the The YMCA of the Triangle Area, Inc. (YMCA) to memorialize their desire to collaboratively explore a proposed partnership between the Board and YMCA for development of a facility that includes an elementary school and a YMCA upon YMCA-owned property located at 1436 and 1440 Rock Quarry Road in southeastern Raleigh; and

WHEREAS, the proposed site lies within the planned E-46 future elementary school target area as included in CIP 2017-2023; and

WHEREAS, as the real property upon which the project would be located is not owned by the Board, following consideration of alternative delivery methods for the project by Board counsel and YMCA together with staff input, approval of utilization of a Public Private Partnership delivery method pursuant to N.C.G.S.143-128.1C and 160A-20 for this unique project is recommended; and

WHEREAS, it is in the Board's best interest to proceed at this time with a public-private project pursuant to N.C.G.S.143-128.1C; and

WHEREAS, pursuant to statutory requirements, a Request for Qualifications was issued seeking qualifications from developers, and following due consideration of the qualifications packages submitted by private developers and other relevant information, Board staff recommends selection of YMCA as developer to perform the public-private project; and

WHEREAS, material terms and conditions of a Development Agreement have now been reached with YMCA to memorialize the intended process for a proposed public private partnership project regarding the funding structure, design, development, lease and joint use of facilities that include an elementary school and YMCA; and

WHEREAS, in accordance with N.C.G.S.143-128.1C, the Board must advertise the terms of a proposed development contract in a newspaper having general circulation within the county in which the Board is located at least 30 days prior to entering into the Development Agreement; and



WHEREAS, in accordance with N.C.G.S.143-128.1C the Development Agreement shall be considered in an open meeting of the Board following a public hearing on the proposed Development Agreement, and notice of the public hearing must be published in the same notice as the advertisement of the terms.

NOW THEREFORE, BE IT RESOLVED:

1. That the Board hereby determines and finds as fact that it has a critical need for the capital improvement project described herein.
2. That it is in the Board's best interest to proceed at this time with a public-private project pursuant to N.C.G.S.143-128.1C and authorizes the following:
  - a. The Board approves the selection of YMCA as developer of the capital project.
  - b. A public hearing regarding the proposed Development Agreement shall be had on December 20, 2016, at the Board's regularly scheduled meeting
  - c. The Board intends to consider approval of the terms of the proposed Development Agreement following the public hearing at its regularly scheduled meeting.
  - d. The Board authorizes and directs that the public hearing date, the terms of the proposed Development Agreement, and the Board's intent to consider approval of the Development Agreement following the public hearing be advertised at least 30 days in advance of the public hearing date.

Resolved this 15th day of November, 2016.

**WAKE COUNTY BOARD OF EDUCATION**

By: \_\_\_\_\_  
Thomas C. Benton, Board Chair

Attest: \_\_\_\_\_  
James G. Merrill, Secretary



**DEVELOPMENT AGREEMENT**

**BY AND AMONG**

**THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF THE TRIANGLE AREA, INC.**

**AND**

**WAKE COUNTY BOARD OF EDUCATION**

**DECEMBER 20, 2016**



**THIS DEVELOPMENT AGREEMENT** (this “**Agreement**” or “**Development Agreement**”), is dated this the 20th day of December, 2016, by and among the **THE YOUNG MEN’S CHRISTIAN ASSOCIATION OF THE TRIANGLE AREA, INC.**, a North Carolina nonprofit corporation, having its principal place of business at 801 Corporate Center Drive, Suite 200, North Carolina 27607 (“**YMCA**”) and the **WAKE COUNTY BOARD OF EDUCATION** (“**WCBE**”), a body corporate, having its principal place of business at 5625 Dillard Drive, Cary, North Carolina 27518, with control and oversight over the Wake County Public School System. YMCA and WCBE are each a “**Party**” and are collectively referred to as the “**Parties**.”

**W I T N E S S E T H:**

**WHEREAS**, WCBE has determined that there is a critical need to develop an elementary school that serves the Southeast Raleigh community with identified elementary educational success targets that are compatible with WCBE elementary educational support model, while at the same time meeting the capacity and educational needs identified in WCBE Capital Improvement Plan, and has determined to develop such a school under N.C.G.S. Section 143-128.1C which permits public private partnerships to construct certain assets (the “**PPP Act**”); and

**WHEREAS**, YMCA and its partners desire to further their mission to end the cycle of intergenerational poverty in the Southeast Raleigh community through significant investments in the areas of education, health and wellness, affordable housing for all, economic opportunity, and leadership development; and

**WHEREAS**, WCBE reviewed the qualifications of YMCA to serve as its development partner to develop an elementary school that meets its programming requirements, as required by the PPP Act, including review of its financial stability, experience in constructing buildings such as the Building (as herein defined), the experience of its project team and its proposed method of design and construction of the Building, and the proposed timeline for construction, and has determined to enter into this Agreement with YMCA in order to accomplish the purposes set forth herein; and

**WHEREAS**, YMCA currently owns approximately 30.896 acres of property located at 1436 and 1440 Rock Quarry Road and 2003 State Street in Raleigh, North Carolina (as further described below, the “**Southeast Raleigh Development**”); and

**WHEREAS**, YMCA plans to develop on the Southeast Raleigh Development, with other non-profit partners, among other things, a 110,000 square foot building containing a YMCA facility and an elementary school, as well as parking areas, access and perimeter roads, landscaping, playing fields, playgrounds, an aquatics center, community gardens, sidewalks and other YMCA facilities, over 70 units of affordable housing, and retail space to potentially include healthcare options and access to healthy food; and

**WHEREAS**, on approximately 19 acres of the Southeast Raleigh Development (as further described below, the “**Property**”), YMCA will develop and construct a building of approximately 110,000 square feet in size (the “**Building**”), approximately 35,000 square feet of which will be used primarily by YMCA and approximately 75,000 square feet of which will be used primarily by WCBE for an elementary school; and

**WHEREAS**, YMCA will lease to WCBE that portion of the Building to be used as an elementary school (as further described below, the “**School Portion**”), and provide for the joint use by WCBE and YMCA of other YMCA facilities and common areas on the Property pursuant to a Lease Agreement and Joint Use Agreement to be entered by the Parties as provided below; and



**WHEREAS**, WCBE has determined that the proposed Elementary School (as defined herein) to be operated in the School Portion meets the Parties' goal of serving a community with identified elementary educational success targets that are compatible with WCBE elementary educational support model, and is located within a target area identified in WCBE Capital Improvement Plan for an elementary school (E-46); and

**WHEREAS**, it is the intent of YMCA and WCBE that the development of the Property and the design, construction and leasing of the Building constitute a public-private project and that this Agreement be a development contract under the PPP Act; and

**WHEREAS**, the Parties have common and compelling interests in developing the Property as an elementary school and a YMCA facility that meets the needs of the students and others in and about the community; and

**NOW, THEREFORE**, in consideration of the foregoing premises, this Agreement and undertakings hereinafter set forth, WCBE and YMCA, hereby agree as follows:

## **ARTICLE I**

### **DEFINITIONS / INTERPRETATIONS**

**Section 1.1 Definitions.** As used herein, the following terms shall have the following meanings:

**"Agreement"** means this Development Agreement and all Exhibits hereto.

**"Elementary School"** means the elementary school to be operated by WCBE in the School Portion pursuant to the terms of the Lease.

**"Joint Use Agreement"** shall have the meaning provided in Section 3.1 below.

**"Lease Agreement"** or **"Lease"** shall have the meaning provided in Section 2.4.a. below.

**"Property"** means the 19 acre tract of land on which the Building will be constructed, located at 1436 Rock Quarry Road in Raleigh, North Carolina, as shown on the site plan attached hereto as **Exhibit A**.

**"School Portion"** means the approximately 75,000 square feet of the Building which will be dedicated to the development and operation of the Elementary School, as designated on the site plan attached hereto as Exhibit A.

**"Shared Space"** means those portions of the Building and the Property that will be used by both YMCA and the Elementary School from time to time in accordance with the terms of the Lease and the Joint Use Agreement, and consists generally of Athletic Fields and Gymnasium in YMCA Facility and the Multipurpose/Cafeteria/Stage, Instructional Kitchen, and four (4) classrooms in the School Portion.

**"Southeast Raleigh Development"** means the 30.896 acre tract of land, including the buildings and any other improvements located at 1436 and 1440 Rock Quarry Road, and 2003 State Street, in Raleigh, North Carolina, and shown on that plat entitled "YMCA, dated November 19, 2015 and recorded in Plat Book 016221, Pages 01201-01210, Wake County Registry."



**“YMCA Facility”** means YMCA Portion of the Building, as well as roads, drives and parking areas, landscaping, playing fields, playgrounds, aquatic center, community gardens, sidewalks and other public facilities to be constructed by YMCA at the Property.

**“YMCA Portion”** means that portion of the Building consisting of approximately 35,000 square feet to be used by YMCA.

## **Section 1.2 Interpretations.**

1.2(a) Wherever used in this Agreement:

1.2(a)(i) the words “include” or “including” shall be construed as incorporating “without limitation”;

1.2(a)(ii) the phrases “at YMCA’s expense” or “at WCBE’s expense” shall mean at the sole and exclusive expense of such Party, which shall be responsible for all costs involved in, or associated with, the applicable matter;

1.2(a)(iii) words of the masculine gender mean and include correlative words of the feminine and neuter genders and words imparting the singular number mean and include the plural number and vice versa; and

1.2(a)(iv) a reference to a specific section is a reference to a section in this Agreement.

1.2(b) Whenever this Agreement imposes any obligation on a Party, or provides that a Party shall be responsible for any action or matter, it shall be construed to mean, unless specifically provided to the contrary, that Party shall perform or undertake the action or matter at that Party’s expense.

## **ARTICLE II** **OBLIGATIONS TO IMPLEMENT DEVELOPMENT**

### **Section 2.1 Development Plan.**

YMCA shall design, develop and construct the Building, which shall include YMCA Portion and the School Portion, as well as the rest of YMCA Facility, on the Property. The School Portion will comprise approximately 75,000 square feet of the Building and YMCA Portion will comprise approximately 35,000 square feet of the Building. The Building will be designed to allow WCBE to serve and educate approximately 500 students. The Parties will use commercially reasonable efforts to cause the construction of the Building to be completed by the start of the school year in August, 2019. The development of the Property, including the design, development and construction of YMCA Facility and the Building constitutes a public-private partnership, and this Agreement is a development contract under the PPP Act. In addition, the Parties agree that they will put forth a good-faith effort, in compliance with the Act, to recruit and select small business entities with respect to the development of the Property and the design and construction of YMCA Facility and the Building.

**Section 2.2 Schedule.** The Parties agree to proceed with the development of design drawings for the Building in accordance with the Schedule set forth on **Exhibit B** attached hereto. The Parties will use their best efforts to finalize the terms of the Lease and the Joint Use Agreement referenced herein prior to the date established for completion of the design drawings; provided that, the Parties acknowledge that



the amount to be included in the rent to be paid under the Lease will be determined upon execution of the guaranteed maximum price contract for construction of the Building. However, the final lease payment shall be determined after the Building is constructed and shall reflect the calculations and adjustments noted in Section 2.4.b.

### **Section 2.3      YMCA's Obligations to the Implementation Effort.**

- a.      The Southeast Raleigh Development has recently been acquired by YMCA and includes three separate tracts that will be recombined to accommodate playing fields, playgrounds, an outdoor pool, community gardens, gymnasiums, affordable housing, retail, wellness-education and other public facilities to be constructed by YMCA. YMCA will engage and compensate the necessary architects, engineers and contractors for the design and construction of YMCA Facility and the Building on the Property. WCBE shall approve the selection of all designers and engineers employed by YMCA to provide services for the design and construction of the Building. Design plans, specifications, and the method of construction as they relate to the School Portion of the Building as well as the Shared Space shall be reviewed and approved by WCBE. The design plans and specifications shall be approved by WCBE at each major stage of design. YMCA shall ensure that its agreements with all designers and engineers permit YMCA and WCPSS to use any documents prepared for this Building for the completion of the Building.-WCBE's requests for changes to the design plans and specifications as they relate to the School Portion shall be granted when such requests do not, in the reasonable opinion of YMCA or the Building's construction manager, impact the Building's construction budget, schedule, or parts of the Building outside of the School Portion leased to WCBE, unless WCBE pays for all costs and expenses associated solely with such changes and compensates YMCA for all costs, expenses, and losses incurred solely as a result of any construction schedule delays associated with such changes. WCBE shall not be required to compensate YMCA for any delays that result from changes jointly requested by the Parties or that result in delays that are contemporaneous to delays caused in whole or in part by YMCA. The design plans shall consider a joint or separate storm, water, and sewer system and shall provide for a system that allows for separate utility metering for the School Portion, including but not limited to, electric and gas services, and shared central plant services for maintaining indoor environmental conditions (i.e. chilled water, hot water, alternative power, etc.).
- b.      YMCA shall apply for federal New Market Tax Credits ("NMTC") for the Property on behalf of YMCA and WCBE, and for that purpose all consulting fees, accounting fees, legal fees and applicable CDE sponsor fees shall be at YMCA's expense.
- c.      YMCA shall use commercially reasonable efforts to complete construction of the Building by no later than July 31, 2019; provided, however, construction of the Building shall not commence until YMCA has in place development and construction financing for the Building, and the completion date for the Building may be adjusted as a result of the financing schedule with the written approval of WCBE.
- d.      YMCA shall be solely responsible for any costs, expenses and delays arising from the discovery, presence, removal or remediation of any hazardous material or other environmental contaminant on the Property.
- e.      YMCA shall provide a performance and payment bond each in the amount of 100% of the total anticipated amount of the construction contracts for the Building as required by N.C.G.S. 143-128.1C(g). For the purposes of this section, YMCA certifies that \$27,960,000 is the total



anticipated amount of the construction contracts as of the date of this Agreement. YMCA believes this amount is a good-faith projection of the total cost to construct the Building.

#### **Section 2.4 WCBE's Obligations to the Implementation Effort.**

- a. WCBE and YMCA intend to enter into a mutually agreeable lease agreement (the "Lease Agreement" or "Lease") pursuant to which YMCA will construct the Building and lease to WCBE the School Portion, and along with the Joint Use Agreement (defined below), provide for the use of other YMCA facilities and common areas on the Property. The Lease Agreement shall address and include the terms set forth on Exhibit C attached hereto and made a part hereof. The key provisions of Exhibits C, D and E shall not be altered except by mutual agreement of the Parties. The Parties shall enter into the Lease Agreement only after the design of the Building is sufficiently complete to YMCA's and WCBE's satisfaction, including a cost estimate that is documented to the satisfaction of WCBE and YMCA. The Parties agree that as a condition of WCBE executing the Lease Agreement, the Wake County Board of Commissioners (the "County") and the Local Government Commission must each approve the Lease Agreement.
- b. The Lease Agreement shall provide, among other payments and terms, for the payments (to be agreed upon as set forth herein) from WCBE to be payable on the schedule set forth on Exhibit E. The amount of the lease payments will be agreed upon by the Parties and will reflect the final costs of construction of the Building. Such payments will reflect WCBE's share of the construction cost of the Building and WCBE's allocated share of the costs of development of the Southeast Raleigh Development and the Property. The lease payments under the Lease Agreement shall be calculated and adjusted to reflect (a) any unused allowances or other amounts credited to YMCA in the construction contract at the completion of the construction of the Building, and (b) any sales tax that is reimbursed for the funds expended on the School Portion of the Building. Lease payments shall not be increased after originally established due to any delay in receipt or failure to obtain NMTC. WCBE shall not execute the Lease Agreement until YMCA provides documentation acceptable to WCBE that it has secured sufficient funding for the construction of the Building with or without NMTC.
- c. WCBE shall carry adequate property insurance on the School Portion, or reimburse YMCA for its proportionate cost of property insurance for the Building, effective on the date of WCBE's occupancy of the School Portion and as otherwise required under the Lease Agreement.
- d. WCBE shall cooperate with, and take all actions reasonably necessary to further, YMCA's initiative to obtain development and construction financing with respect to the Southeast Raleigh Development, including but not limited to, any application by YMCA or its affiliate for federal New Market Tax Credits, and in its related capital campaign. Such cooperation may include a change in the party leasing the School Portion to WCBE, or modification of the terms of the Lease or Joint Use Agreement to obtain such financing or more favorable financing, so long as WCBE does not object to the lessor and such change or modification does not adversely affect in any material respect the scheduled completion of the Building or the rights of WCBE contemplated under the Lease or Joint Use Agreement. YMCA shall provide timely updates to WCBE regarding the status of its procurement of development and construction financing, and its application for NMTC for the Building, including a schedule showing the proposed procurement of the funds. Nothing herein shall require WCBE to execute the Lease prior to all conditions of execution set forth in this Agreement being met.
- e. WCBE shall reimburse YMCA 67.3% of the design, engineering, surveying and construction management preconstruction fees and related costs as they are incurred by YMCA in the



preparation of construction documents for the Building. This percentage was mutually agreed upon by the Parties based upon the anticipated areas of the Building and surrounding amenities that will be occupied and/or used by each Party. In the event either the anticipated areas to be occupied or used changes during the design of the Building, the Board's reimbursement percentage shall be adjusted to reflect the revised anticipated occupancy and use. The fees and associated work shall be approved by YMCA and WCBE prior to reimbursement by WCBE. It is anticipated that such fees will be invoiced, paid, and reimbursed on a monthly basis. The reimbursed costs shall cover all required services, including the furnishing of all materials, apparatus, labor and any required insurance. WCBE's approval of these costs shall not be unreasonably withheld, provided that the fees and costs are consistent with the agreed upon scope for the construction of the Building. Notwithstanding the foregoing, WCBE's reimbursement of these fees and related costs pursuant to this Agreement and prior to the execution of a Lease Agreement shall not exceed \$1,000,000, with no minimum amount due or payable.

### **ARTICLE III** **USE OF THE PROPERTY**

**Section 3.1 Joint Use Agreement.** YMCA and WCBE shall enter into a mutually agreeable joint use agreement (the "**Joint Use Agreement**"), regarding the use of the Property. The Joint Use Agreement shall provide, among other things, for YMCA and WCBE to jointly use the Property for YMCA After School and Summer Programs and other purposes, and for WCBE educational programming for WCBE students at the Elementary School. Key terms to be included in the Joint Use Agreement are indicated on **Exhibit D** attached hereto and made a part hereof, as such **Exhibit D** may be amended by mutual agreement of the Parties.

**Section 3.2 Liability/Indemnification.** To the extent permitted by law, the Parties shall be subject to those indemnity provisions set forth in the Lease Agreement and the Joint Use Agreement, as outlined on the Exhibits to this Agreement. YMCA shall use its best efforts to require all architects, engineers, surveyors, construction managers and other individuals or firms retained by YMCA to indemnify and hold harmless the Parties and Wake County from all claims arising out of their negligence or intentional misconduct.

**Section 3.3 Insurance.** The Parties shall be subject to those insurance provisions set forth in the Lease Agreement and the Joint Use Agreement. YMCA shall require all architects, engineers, surveyors, construction managers and other individuals or firms retained by YMCA for the design and construction of the Building to provide general liability, workers compensation and professional malpractice insurance when providing any services in any way related to the design or construction of the Building.

### **ARTICLE IV** **MISCELLANEOUS**

**Section 4.1 No Partnership Created.** It is understood and agreed that no agreement of partnership is intended hereby and nothing herein shall be deemed or construed to render WCBE as the partner of YMCA, their successors and assigns, or constitute WCBE or YMCA as an agent of the other such as to permit or empower YMCA or WCBE to bind the other to financial or other obligations to third parties nor constitute or give rise to any joint ownership or joint venture in violation of any constitutional or other provision of North Carolina law.

**Section 4.2 Successors and Assigns.** This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successor and assigns.



**Section 4.3 Amendment.** This Agreement may be amended only by a written agreement executed by the Parties.

**Section 4.4 Governing Law and Forum.** This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina. All litigation arising out of this Agreement shall be commenced in the appropriate division of the General Court of Justice in Raleigh, North Carolina. This section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this section.

**Section 4.5 Entire Agreement.** This Agreement contains the final, complete and exclusive statement of the agreement between the Parties with respect to the transactions contemplated herein and supersedes and replaces all prior or contemporaneous written or oral agreements with respect to the subject matter hereof.

**Section 4.6 Notices.** All notices, demands, requests for consents, consents and other communications required or permitted under the provisions of this Agreement (“Notice”) shall, unless otherwise specified, be in writing, sent by hand delivery or by certified first class mail, postage prepaid, with return receipt required, to the following addresses:

As to WCBE:

5625 Dillard Drive  
Cary, North Carolina 27518  
ATTN: Dr. James Merrill, Superintendent

With a copy to:

Tharrington Smith, LLP  
Wells Fargo Capitol Center  
150 Fayetteville Street, Suite 1800  
Raleigh, NC 27601  
ATTN: Rod Malone

As to YMCA:

801 Corporate Center Drive, Suite 200  
Raleigh, NC 27607  
ATTN: Douglas W. McMillan, President and Chief Executive Officer

With a copy to:

McGuireWoods LLP  
434 Fayetteville Street, Suite 2600  
Raleigh, NC 27601

or to such other address or addresses in the United States and to such other persons as the party to whom the notice is sent shall have designated in writing in accordance with the provisions of this Section 4.6.

**Section 4.7 Waiver.** The failure of either Party to insist upon a strict performance of any of the terms or provisions of the Agreement, or to exercise any option, right or remedy herein contained, shall not be construed as a waiver or as a relinquishment for the future of such term, provision, option, right or



remedy, but the same shall continue and remain in full force and effect. No waiver by either Party of any term or provision hereof shall be deemed to have been made unless expressed in writing and signed by such Party.

**Section 4.8 Approvals.** For the purposes of this Agreement, whenever the approval or consent of WCBE is required hereunder, such consent or approval shall be deemed given only if in writing signed by the appropriate public official. Whenever the approval or consent of YMCA is required hereunder, such consent or approval shall be deemed given only if in writing signed by the appropriate officer.

**Section 4.9 No Third Party Rights.** Nothing contained in this Agreement is intended to create any rights or to otherwise benefit any parties other than WCBE and YMCA.

**Section 4.10 Corporate Authority.** By execution hereof, the person signing for his respective Party below certifies that he/she has read this Agreement and that he/she is duly authorized to execute this Agreement on behalf of his respective Party.

**Section 4.11 Reserved.**

**Section 4.12 Termination.** This Agreement shall terminate upon execution and delivery of the Lease Agreement and the Joint Use Agreement referenced herein, or either Party provides 30 days notice to the other Party that it does not intend to proceed with the Lease Agreement. In the event the Agreement is terminated, each Party shall be responsible for its proportionate share of the design, engineering, surveying and construction management preconstruction fees and related costs incurred by the YMCA, prior to the notice of termination in accordance with this section. If not sooner terminated, this Agreement shall terminate on December 31, 2018.

**Section 4.13 Compliance with Applicable Laws.** YMCA shall comply with all applicable laws and regulations in providing services under this Agreement. In particular, YMCA shall not employ any individuals to provide services with respect to the School Portion or the Shared Space who are not authorized by federal law to work in the United States. YMCA represents and warrants that it is aware of and in compliance with the Immigration Reform and Control Act and North Carolina law (Article 2 of Chapter 64 of the North Carolina General Statutes) requiring use of the E-Verify system for employers who employ twenty-five (25) or more employees and that it is and will remain in compliance with these laws at all times while providing services pursuant to this Agreement. YMCA shall also require that its contractor (and will require the contractor to require its their subcontractors (of any tier)) remain in compliance with these laws at all times while providing contracted or subcontracted services in connection with this Agreement. YMCA is responsible for providing affordable health care coverage to all of its full-time employees providing services to the School Portion or the Shared Space. The definitions of “affordable coverage” and “full-time employee” are governed by the Affordable Care Act and accompanying IRS and Treasury Department regulations.

**Section 4.14 Compliance with Iran Divestment Act of 2015.** YMCA certifies that as of the date of this Agreement, YMCA is not listed on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58. YMCA understands that it is not entitled to any payments whatsoever under this Agreement if this certification is false. The individual signing this Agreement certifies that he or she is authorized by YMCA to make the foregoing statement.

**Section 4.15 Lunsford Act/Criminal Background Checks.** YMCA acknowledges that G.S. § 14-208.18 prohibits anyone required to register as a sex offender under Article 27A of Chapter 14 of the General Statutes from knowingly being within 300 feet of a public school. Following occupancy of the School Portion of the Building by WCBE, YMCA shall provide certification that it has conducted sexual



offender registry checks on each of its owners, employees, agents or subcontractors who will engage in any service on or delivery of goods to the Building as part of YMCA's obligations pursuant to this Agreement (checks can be conducted at no cost at <http://www.nsopw.gov/>). YMCA shall not assign any individual to deliver goods or provide services in the Building following occupancy of the School Portion by WCBE if such individual appears on any of the listed registries.

**Section 4.16 PPP Act.** YMCA and WCBE each agree to comply with the requirements of the PPP Act in developing and constructing the Southeast Raleigh Development and the Building.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed under seal as of the day and year first above written.

**ATTEST:**

**THE YOUNG MEN'S CHRISTIAN  
ASSOCIATION OF THE  
TRIANGLE AREA, INC.**

\_\_\_\_\_

By: \_\_\_\_\_  
Douglas W. McMillan,  
President and Chief Executive Officer

**ATTEST:**

**WAKE COUNTY  
BOARD OF EDUCATION**

\_\_\_\_\_

By: \_\_\_\_\_  
Board Chairperson

Pre-Audit Certificate:

This instrument has been pre-audited in the manner required by the School Budget and Fiscal Control Act (G.S. § 115C-441).

By: \_\_\_\_\_  
Finance Officer

Date Signed: \_\_\_\_\_



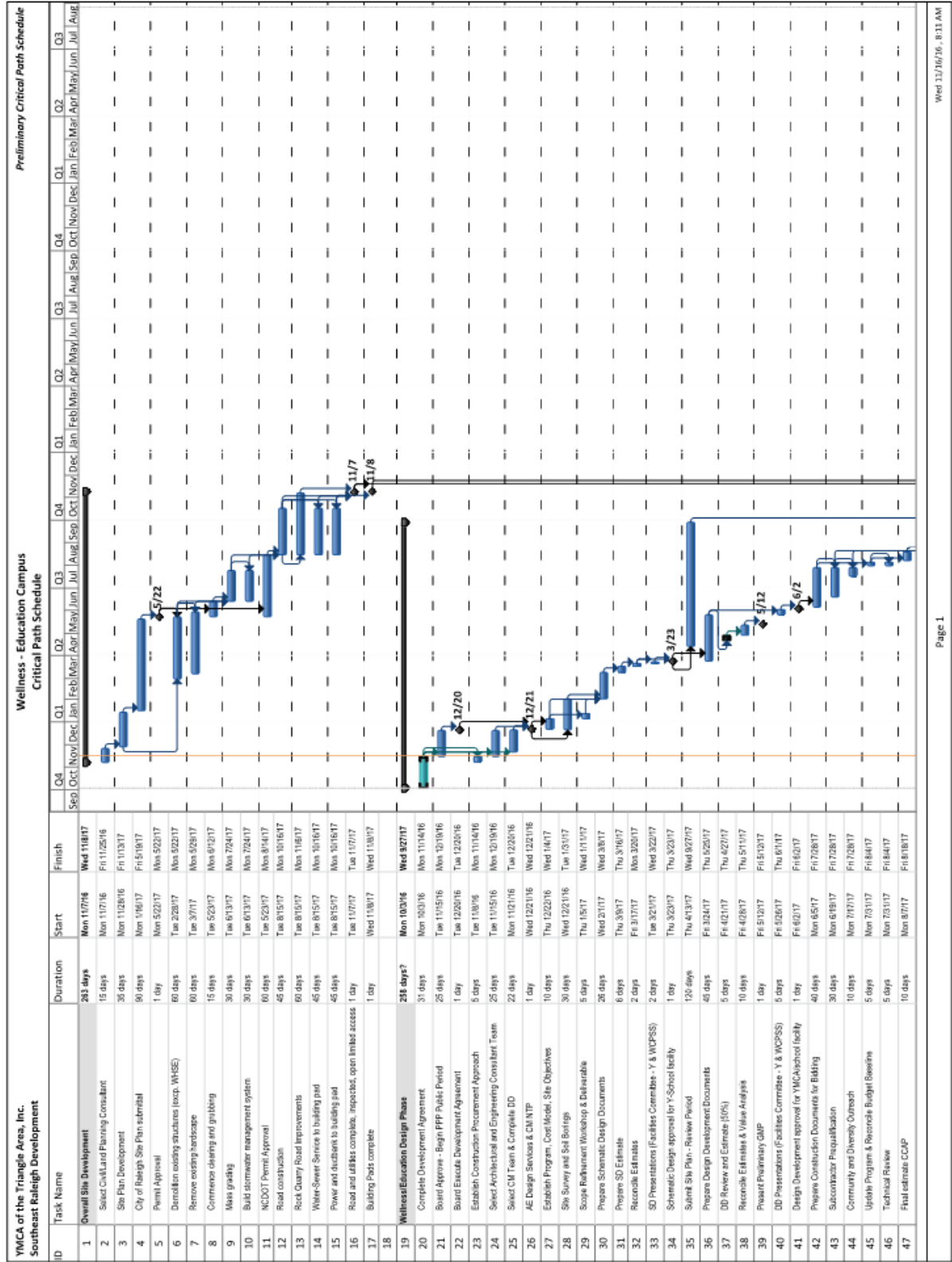
Exhibit A  
Preliminary Site Plan – YMCA and Elementary School



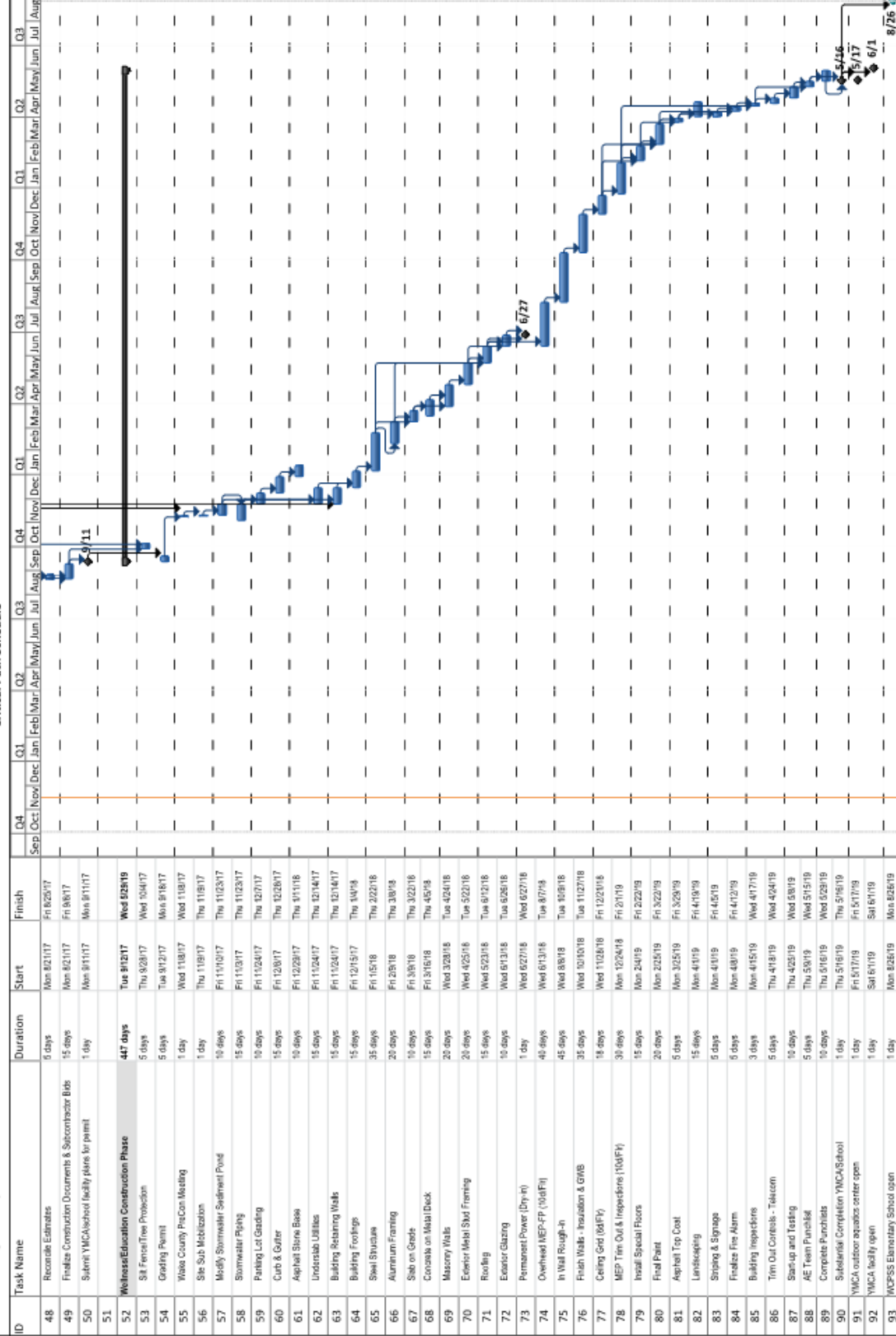


# Exhibit B

## Critical Path Schedule (2 pages)









## Exhibit C

### Key Points of Lease Agreement

<b>Lease Form:</b>	Lease to WCBE for exclusive use of School Portion, subject to rights of YMCA to used Shared Space.
<b>Term:</b>	Initial Term of 20 years
<b>Renewals:</b>	Three renewable ten (10) year periods
<b>Commencement Date:</b>	Upon execution of the Lease
<b>Building:</b>	School Portion of approximately 75,000 SF; YMCA Portion of approximately 35,000 SF; Shared Spaces include Athletic Fields, Gymnasium, Multipurpose/Cafeteria/Stage, Instructional Kitchen, and four (4) classrooms.
<b>Naming Rights:</b>	Each party retains right to name the School Portion or YMCA Portion of the Building, as applicable, as well as space within such portions of the Building. YMCA retains right to name portions of YMCA Facility that are not part of the Shared Space unless agreed otherwise in writing.
<b>Lease Payments:</b>	See Exhibit E.
<b>Operating Expenses:</b>	WCBE share will be based on building area occupied and its proportionate use of the Property. The Lease Agreement shall have a provision allowing for WCBE's share of operation expenses to be equitably adjusted to account for changes in the building area occupied or the use of the Property.

#### **Other Key Points:**

1. Definition of Common Areas, and use by WCBE and YMCA as determined by Joint-Use Agreement.
2. Payment for use of Common Areas including (but not limited to) operations and maintenance, utilities, insurance, management, trash removal, janitorial maintenance and capital improvements reserve fund; may be funded annually or monthly.
3. Each party to pay for utility costs of its portion of the Building; Parties to determine proportionate allocation of utility costs of Shared Space and Common Areas.
4. WCBE will use the School Portion consistent with operation of a community responsive elementary school in the District.
5. Exhibits to Lease Agreement will include Site Plan, Floor Plans (including space allocations), Rules and Regulations.
6. The Lease Agreement shall not be assigned by YMCA without WCBE's written approval.
7. The Lease Payments shall not increase after execution of the Lease Agreement due to the failure to acquire or delay in acquiring NMTC for the construction of the Building.
8. Applicable WCBE policies shall apply to the School Portion of the Building and any shared space within the Building, and any adjacent amenities contained within the primary circulation roadway for the School at all times.



9. Lease will address contingencies for default by both Parties, including abatement of lease payment obligations and reimbursement of other damages caused by the delay in the completion of the Building.



## Exhibit D

### Key Points of Joint-Use Agreement (“JUA”)

<b>Mutual Interests:</b>	<p>Quality educational and recreational programs for Wake County residents and WCBE students.</p> <p>Serve the needs of the community as identified by WCBE. A plan to address the needs would be incorporated into the educational program in partnership with the YMCA.</p> <p>Investment in education of elementary school students.</p>
<b>YMCA Facilities:</b>	<p>WCBE is entitled to use playing fields, playgrounds, and designated parking spaces (approximately 40 assigned spaces) during school hours and may arrange for use of same for school events during non-school hours; YMCA is entitled to use the same during non-school periods (specific hours and days to be specified, plus summer).</p> <p>YMCA will control access to and use of the aquatics center and may offer use by WCBE for educational programming.</p> <p>YMCA or its designee will manage ground level community gardens accessible to YMCA, WCBE, and other community partners.</p>
<b>Space in Building:</b>	<p>WCBE will have primary possession and control of School Portion and YMCA will have primary possession and control of YMCA Portion (floor plan Exhibit in JUA). The term of the joint use agreement shall run concurrently with the term of the lease.</p>
<b>Programs:</b>	<p>YMCA is exclusive provider of After School Program. In providing such After School Program, YMCA will be entitled to use the Shared Space within the School Portion during After School Program hours. YMCA will manage summer programming beginning one week after the end of the school year and ending one week prior to the start of the following school year; during such period YMCA will have access to the Shared Space within the School Portion. Any use of the School Portion outside of the Shared Space will be subject to WCBE standard practices for rental of space within an elementary school.</p> <p>WCBE and YMCA will cooperate in seeking to provide snacks and meals for YMCA After School Program and Summer Programming.</p> <p>WCBE shall be the only operator of an elementary school in the Building; the Parties acknowledge that YMCA intends to provide childcare and day camp on the Southeast Raleigh Development.</p>
<b>Community Use:</b>	<p>YMCA recognizes the statutory and WCBE requirements for community use of public schools (N.C.G.S. 115C-203) and will collaborate with WCBE for management of use of Shared Spaces by non-school community groups,</p>



except WCBE and YMCA shall have final decision making authority regarding the use of their respective portions of the Building.

YMCA acknowledges that N.C.G.S. 14-208.18 prohibits anyone required to register as a sex offender under Article 27A of Chapter 14 of the General Statutes from knowingly being within 300 feet of a public school.

**Academic Support:**

Create a working group of WCBE, YMCA and community representatives that provides recommendations to WCBE in the following areas: Southeast Raleigh attendance zone; school advisory board; strategic staffing; community responsive educational model; and strategic community partnerships.

**Facility Management:**

Modifications to School Portion (i.e. enhancements, modifications, renovations, or new construction) can be planned and executed with mutual agreement and written approval of YMCA. Modifications of Shared Space in YMCA Facility will be planned and executed with mutual agreement and written approval of WCBE.

Each party will be responsible for providing security in the portion of the Building under its primary control; provided that, YMCA will provide security for Shared Spaces during After School Programming and Summer Programming.

YMCA maintains administrative control of the Building subject to WCBE's rights under the JUA and the Lease. YMCA shall be responsible for scheduling use of gymnasium, playing fields, and aquatics center. WCBE shall be responsible for scheduling use of cafeteria/multipurpose/stage, classrooms, instructional kitchen, and playgrounds. WCBE shall have access and use of the School Portion at all times subject to YMCA's rights under the JUA and the Lease.

Each Party agrees to pay for landscape maintenance and for maintenance of the parking lot and playing fields in an amount proportionate to its use of these amenities.

**Other Key Points:**

Subject to WCBE's rights under the Lease Agreement and JUA, YMCA will manage, coordinate, and schedule third party use of grounds (fields, gardens, pool, etc.) in context of the community purpose, including regular access by affordable housing residents, including pedestrian access, family recreation, etc.

Parties may collaborate in providing transportation for YMCA After School Program and Summer Program participants.



## Exhibit E

### Lease Payment Schedule

#### **Lease Payments:**

Lease Payments will be determined based upon WCBE's share of the actual cost of the Building Property and WCBE's allocated share of cost of development of the Southeast Raleigh Development and the Property. For illustrative purposes only, the WCBE's allocated share is \$18,528,786. This amount for illustrative purposes, the base Lease Payment would be calculated and paid as follows:

The initial \$1,000,000 for design/engineering included in the Development Agreement would be credited against total Lease Payments.

\$2.5 million would be paid upon commencement of Building construction.

\$2.5 million would be paid when Building construction is at 50% completion.

The remainder is due after WCBE's occupancy of the Building, to be defined at a minimum as such time that the building's architect has issued a certificate of substantial completion and WCBE can fully occupy the Building subject to delineated punch list items which do not prevent WCBE's use of the Building as a school. Based on a WCBE cost of \$18,528,786, after the payments listed above, the remainder is \$12,528,786 plus YMCA's actual construction period interest cost. Assuming a construction period interest cost of 4.25%, the balance owed at occupancy, including interest estimated at \$584,751, is \$13,113,537. This amount would be paid in two payments (90% at occupancy and an additional 7.5% after the punchlist items are completed, the permanent Certificate of Occupancy is obtained, and final payment is authorized under the construction contract). The remaining amount due under the Lease Agreement will be determined after an open book examination of the construction costs by a third party, and will be adjusted to take into account any allowances or contingency retained by or returned to YMCA as a result of such inspection; provided that, the parties anticipate that such inspection shall take place within three months of final completion. The remaining amount due under the Lease Agreement will also be adjusted to account for the reimbursement of sales tax paid by the YMCA.

Note that the Lease Payments set forth above do not include WCBE's share of ongoing Operating Expenses, which will be calculated as set forth in **Exhibit C** and paid over the life of the Lease.



**RESOLUTION REQUESTING APPROPRIATION AND REALLOCATION OF FUNDING  
CIP 2013 CAPITAL BUILDING PROJECTS**

WHEREAS, the Wake County Board of Education is engaged in a Long-Range Building Program, and

WHEREAS, the Wake County Board of Education has approved the projects listed below as part of its CIP 2013 Building Programs, and contracts have been or will be let for planning, design, or construction services.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the Wake County Board of Education requests that the Wake County Board of Commissioners appropriate and reallocate funds as follows:

**APPROPRIATE**

CIP 2013	AMOUNT
Startup Design	\$ 1,000,000
CIP 2013 Total	1,000,000

**REALLOCATE**

FROM (CIP 2013)	AMOUNT	TO (CIP 2013)	AMOUNT
Startup Design	\$ 1,000,000	E-46 (initial design)	\$ 1,000,000
CIP 2013 Total	\$ 1,000,000	CIP 2013 Total	\$ 1,000,000

Resolved this 15th day of November 2016

**WAKE COUNTY BOARD OF EDUCATION**

By: \_\_\_\_\_  
Thomas C. Benton, Chair

Attest: \_\_\_\_\_  
James G. Merrill, Secretary





## Legislation Details (With Text)

**File #:** 16-578

**Type:** Regular Item      **Status:** Agenda Ready  
**In control:** Community Services

**On agenda:** 12/5/2016      **Final action:**

**Title:** Public Hearing on a Request for Disinterment, Relocation and Re-Interment of Approximately One Grave Located on a 47.1-Acre Property at 1116 Martin Pond Road Near Wendell to Oakwood Cemetery Near Downtown Raleigh (Petition GR-01-16)

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [GR-01-16 Item Summary](#)  
[GR-01-16 PowerPoint](#)  
[GR-01-16 Petition, Archaeological Report, and Supplemental Information](#)  
[GR-01-16 Aerial-Location Map](#)

Date	Ver.	Action By	Action	Result
12/5/2016	1	Board of Commissioners	accepted	

Public Hearing on a Request for Disinterment, Relocation and Re-Interment of Approximately One Grave Located on a 47.1-Acre Property at 1116 Martin Pond Road Near Wendell to Oakwood Cemetery Near Downtown Raleigh (Petition GR-01-16)

**That the Board of Commissioners approves the disinterment, relocation and re-interment of approximately one grave from a 47.1-acre property at 1116 Martin Pond Road near Wendell to Oakwood Cemetery near downtown Raleigh**





# GR-01-16

Martin Pond Road Grave Removal Petition  
Wake County Board of Commissioners  
December 5, 2016





# Public Hearing on Request for Grave Disinterment, Relocation, and Reinterment for the Martin Pond Road Cemetery (Petition GR-01-16)



# Purpose of Removal

Allow for the sale of the property for future development by others and to move the remains to a properly maintained cemetery where they will receive perpetual care

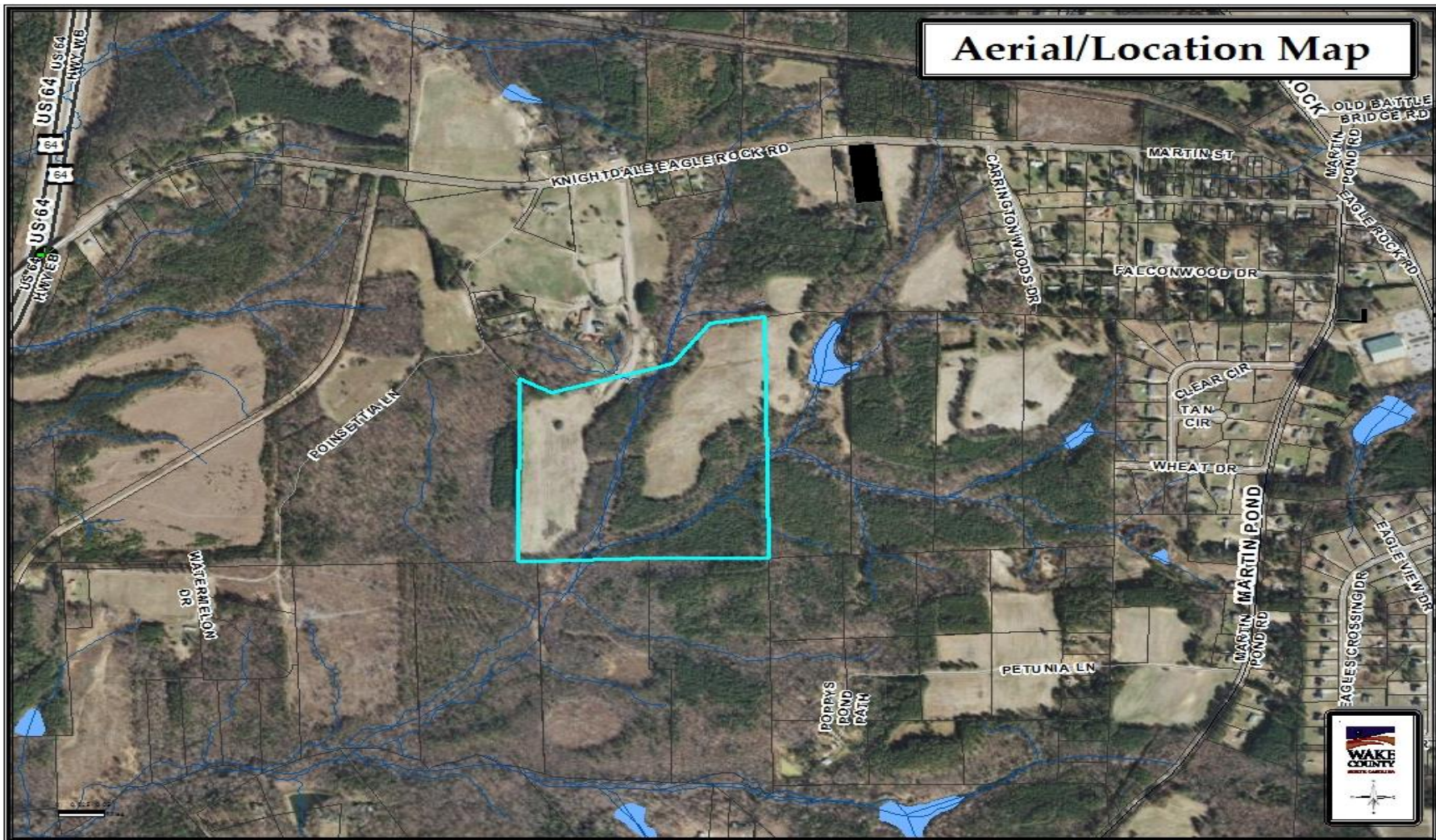


# Petition Profile

Petitioner:	Richard Hibbits, NAI Carolantic Realty, Inc.
Owner:	M'Lou Anderson
Location:	1116 Martin Pond Road in the Wendell area (PIN 1774113595)
Zoning:	Residential Agriculture (Wendell ETJ)
No. of Graves In Petition:	Approximately 1 - Actual number cannot be determined with certainty until the site is fully excavated
Request:	Disinter the remains from this site, then relocate and reinter them to Oakwood Cemetery at 701 Oakwood Avenue, near downtown Raleigh



# Aerial/Location Map













# Cemetery History

- In an attempt to identify the person buried in this grave, the petitioner:
  - Researched recorded deeds and plats
  - Performed genealogical research of the previous owners
- No record of a grave could be found and no identification could be made



# Cemetery History

- No records or historical significance were found and no opposition to this request has been received
  - Capital Area Preservation
  - Irene Kittinger, Wake County Cemetery Survey Group
  - Town of Wendell planning staff



# Grave Removal Process

- Under NCGS, the remains are required to be reinterred in a suitable cemetery
- The remains will be reinterred within Oakwood Cemetery located at 701 Oakwood Avenue, near downtown Raleigh
- Work shall be performed by a licensed funeral director
- Wake County Environmental Services staff will observe the removal



# Compliance with NCGS

- Legal notices appeared in the News and Observer newspaper on June 30<sup>th</sup>, July 7<sup>th</sup>, 14<sup>th</sup>, and 21<sup>st</sup> of 2016
- The remains will be reinterred in Oakwood Cemetery where they will receive perpetual care
- Planning staff posted the required notification signs at the property on November 22<sup>nd</sup>, 2016
- No opposition has been received



# Staff Findings

- (1) The petitioner has fulfilled all of the requirements for the removal and relocation of the remains within this grave as outlined by the North Carolina General Statutes, Section 65-106
- (2) The petitioner has indicated that the removal of the grave is necessary to accommodate the sale of the property for future development by others
- (3) Arrangements have been made for the remains to be reinterred in Oakwood Cemetery, where they will receive perpetual care



# Staff Findings

- (4) Neither the petitioner, nor the planning staff, have received any opposition to the removal and relocation of the grave
- (5) There is no evidence of any historical significance regarding the grave and its removal would not be detrimental to the general welfare of the county



# Staff Recommendation

That the BOC APPROVE the disinterment, relocation and reinterment of the grave as requested





Figure 1. USGS Knightdale (1982) quadrangle map showing grave location on Anderson Property.





Figure 2. Aerial photograph (2013) with topography showing grave location on Anderson Property.





Figure 3. View of tree cluster containing Anderson Property cemetery, facing north.



Figure 4. View of grave enclosure on Anderson Property after vegetation clearing, facing northeast.



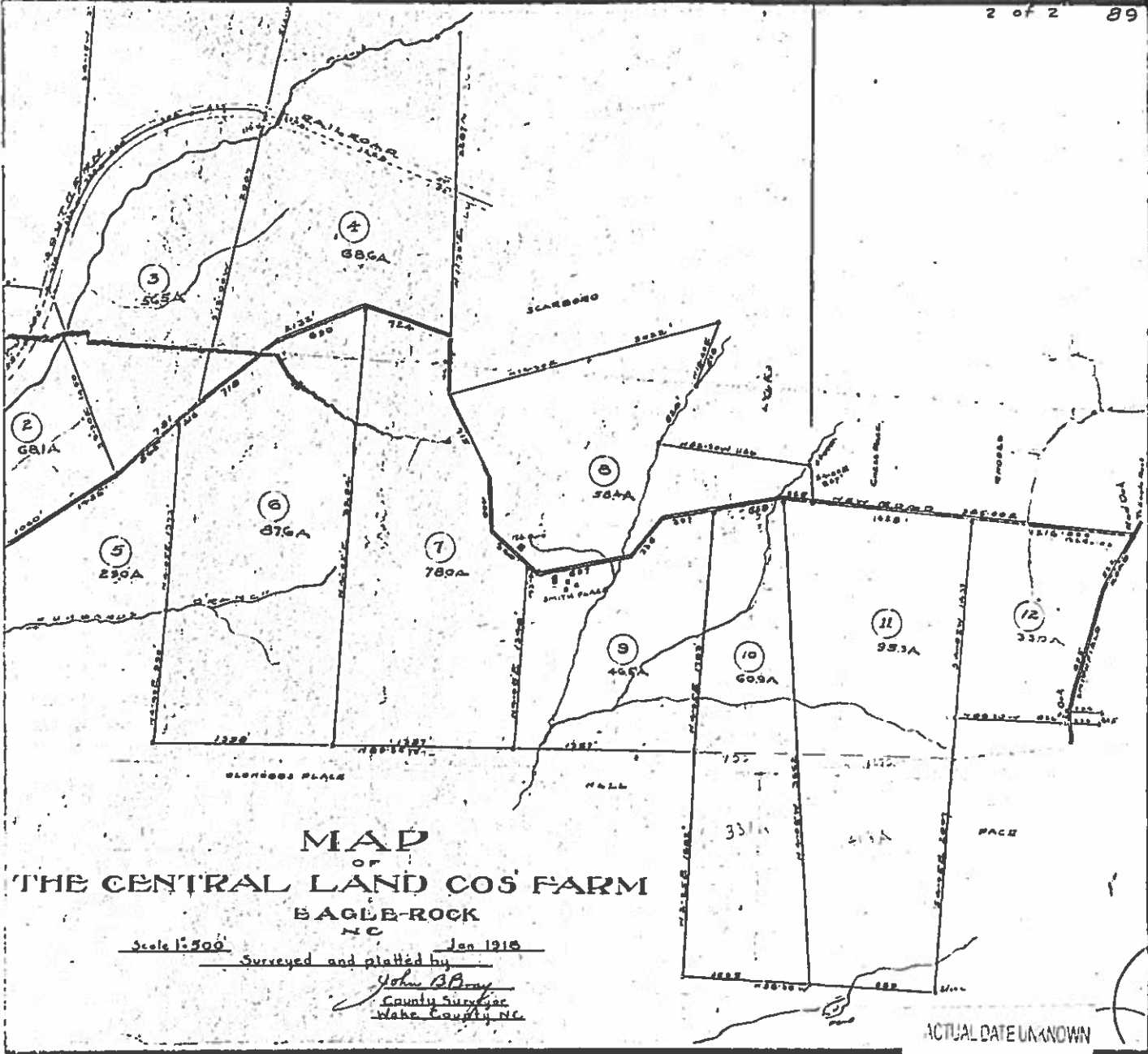


Figure 5. View of unmarked head or foot stone within grave enclosure on Anderson Property, facing east.

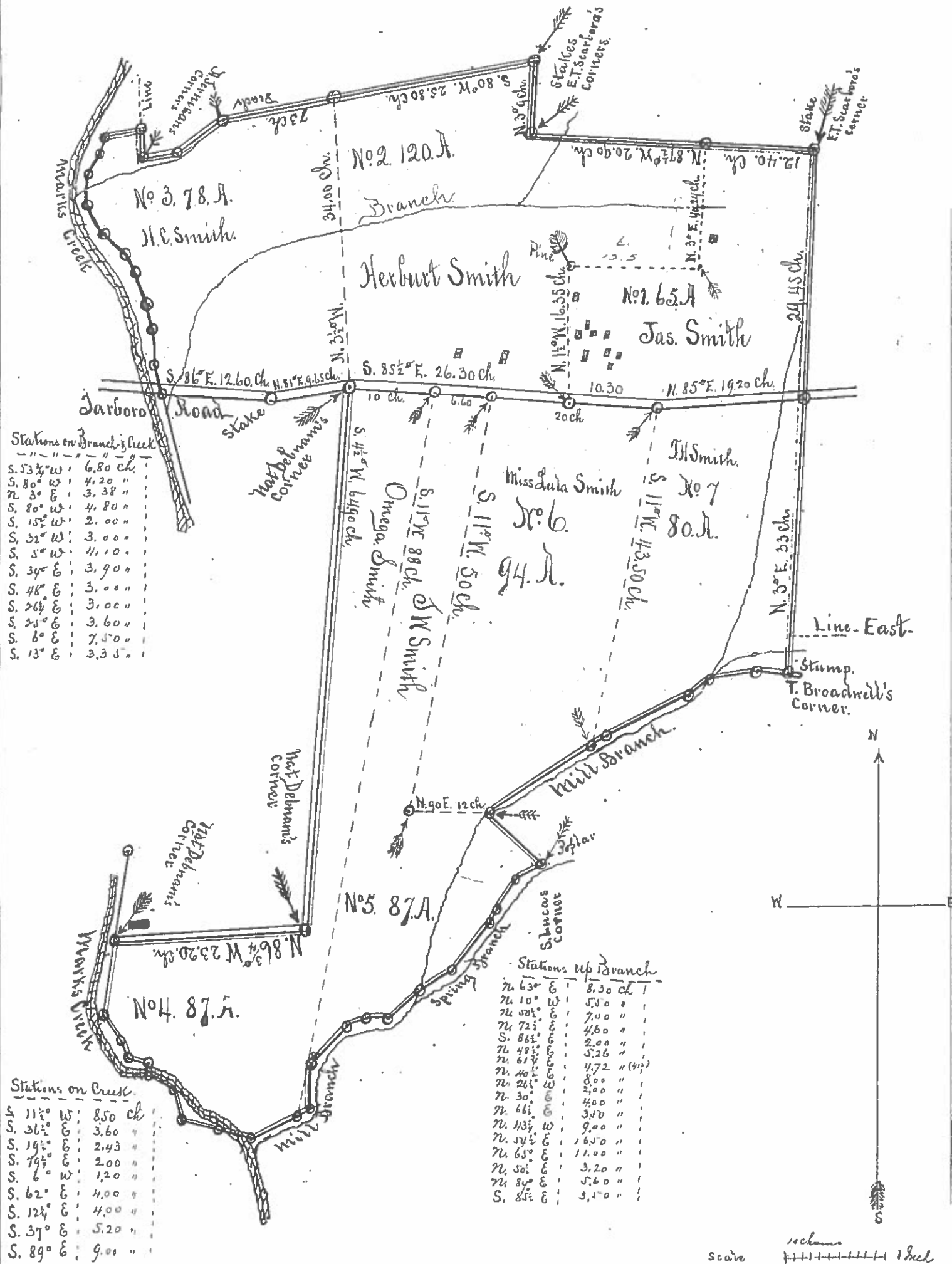














## Wendell gravesite – genealogical study July, 2016

The objective of this genealogical project was to determine the living descendants of John William Smith and his wife Augusta Avery Smith. The online genealogical databases used for this project included: Google.com, Ancestry.com, FamilySearch.org, Findagrave.com, BillionGraves.com, Fold3.com, and FindMyPast.com\*. Emphasis was placed on locating living descendants in the state of North Carolina. United States Federal Census records were used to establish the names and ages of the children of John William Smith and his wife Augusta. Those children were: Thomas H. Smith, James Smith, John W. Smith, Jr., Augusta A. Smith, Henry C. Smith, Alpha Smith, Omega Smith, Herbert Smith and Lula Smith.

- Two of the children could only be found in the 1880 and/or 1900 Federal Census. Those children included: Augusta A Smith (1873-) and Alpha Smith (1879-). No further genealogical information could be obtained for them.
- Three of the children left the state of North Carolina to live in Virginia. They included: Henry C. Smith (1876-), Omega Smith (1879-), and Thomas H. Smith (1867-).
- Four of the children continued to reside in North Carolina. They included: James Smith, John William Smith, Jr., Herbert Smith, and Lula Smith Pruett. North Carolina Certificates of Death are available for all of these children except James and that document includes the place of internment for each. Finding any living descendants of these family members was the primary objective of the research.

Of the children who remained in North Carolina, these are the findings:

- **James Smith (b. 1868-).** No death date could be found for James. James' daughter Sudie appeared in the 1900 & 1910 US Federal Censuses living with her father James in the Marks Creek Area. According to the 1905 property deed, James was married to Margaret H. Records for Margaret were not found. James was listed as widowed in the 1900 & 1910 US Federal Censuses.
  - Sudie Smith (b. 1894-) may have been Sudie Florence Martin. US Federal Census records for 1930 & 1940 show Sudie living with husband Adolphus in Rutherford, NC with children Mary W. Martin and S. Carson Martin. Further research revealed no additional records for either of Sudie's daughters. Sudie Martin died in 1991, so the death certificate is only available to direct line descendants, but the online index indicates her father's last name was Smith. She is buried in Knightdale United Methodist Cemetery with her husband Adolphus Carson Martin.
- **John William Smith, Jr. (b. 1872/d. 1945).** A North Carolina Death Certificate is available for John William Smith, Jr. He was living in Norlina, Warren County, NC at the time of his death but was interred in Buckwood-Boykins Cemetery, Boykins, VA on Feb. 27, 1945. His wife is listed as Frances Hodge Smith on the death certificate. In the Virginia, Select Marriages, 1785-1940 index, John Wm. Smith is listed as widowed and a spouse Harriot Badger Williams is listed for a marriage on June 25, 1932 in Richmond, VA. The 1940 Federal Census records for the Norlina area were searched page by page (note: name was mistakenly indexed as Jean William Smith) and John William Smith and his wife Harriet were living together with no other family members. The residence listed as of April 1, 1935 was St. Petersburg, Florida on the 1940 Census. A search of the 1930 Federal Census did not locate John William in St. Petersburg.

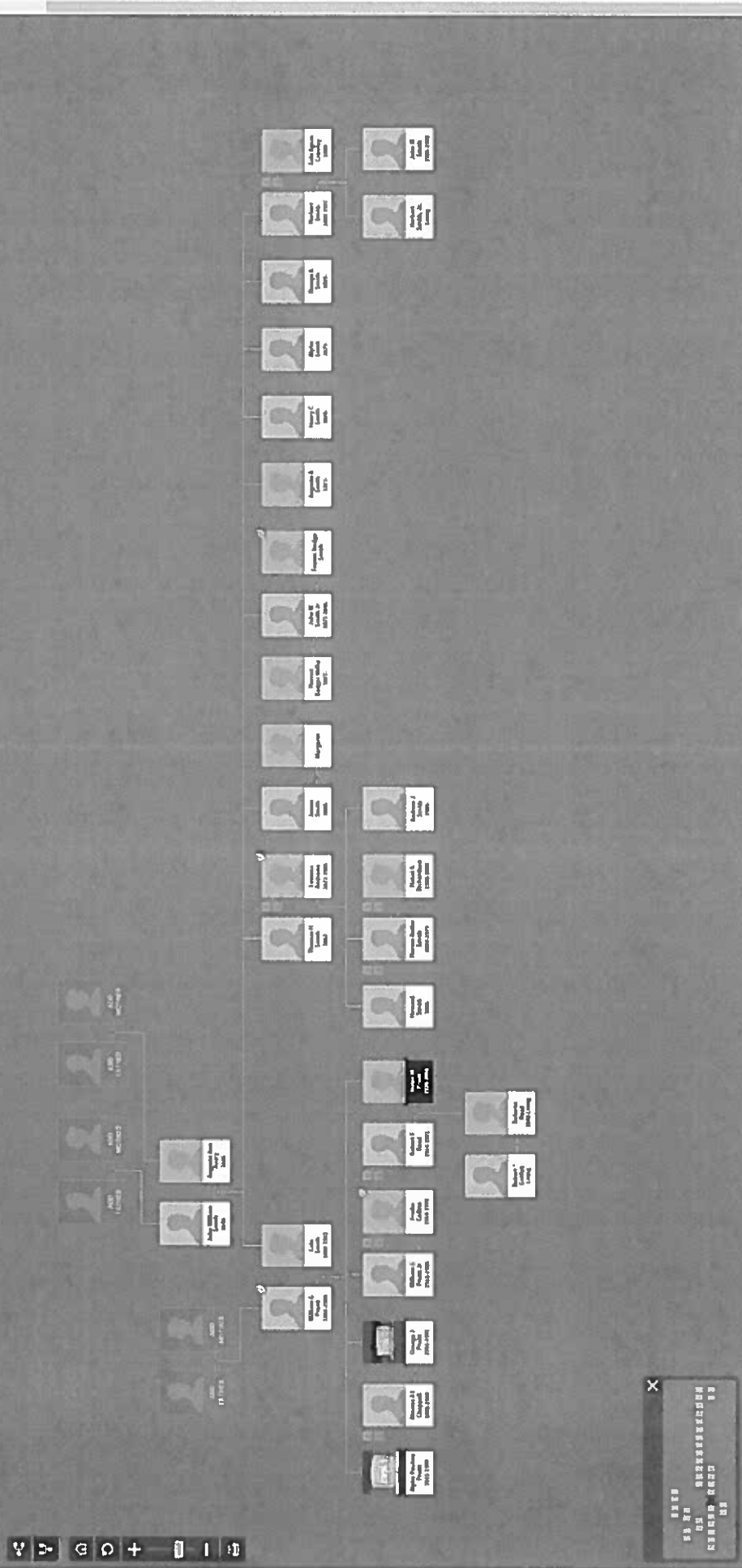


- **Herbert Smith (b. 1882/d. 1927)** A North Carolina Death Certificate indicates that Herbert Smith died in 1927 in Roanoke Rapids at the age of 44. The North Carolina Wills and Probate Records for Herbert Smith lists heirs as Eula Agnes Smith, Herbert Smith, and John William Smith. A record for John W. Smith, son of H. & E.A. Smith (b. 21 May 1925 and d. 4 Feb. 1928), was located in the FindAGrave.com website in the same cemetery as Herbert Smith, the Sunset Hill Cemetery in Littleton, NC. An index for North Carolina, Deaths, 1906-1930 reveals John William Smith born in Littleton May 1925 and died 4 Feb 1928 with father Herbert Smith and mother Agnes Crawley. Records were unable to be found for son Herbert Smith, Jr.
- **Lula Smith Pruitt (b. 1887/d. 1922)** Lula Smith Pruitt married William G. Pruett on Oct. 25, 1910 and had four children: Alpha Pauline Smith, Omega Josephine Pruitt, William G. Pruitt, Jr., and Helen M. Pruitt.
  - **Alpha Pauline Pruitt (b. 1915/d. 1999)** Alpha Pauline never married per the North Carolina, Death Indexes, 1908-2004 record. She is buried in Creedmoor Cemetery in Granville County, NC. In her obituary, her survivors include her sister Helen P. Read of Newport News, VA and 3 surviving nieces: Betsy N. Dixon of Butner, Roberta Griffin of Newport News, VA, and Barbara Pruitt of Petersburg, VA.
  - **Omega Josephine Pruitt (b. 1915/d. 1991)** Omega married Almous Allen "Jerry" Chappell and appeared in the 1940 US Federal Census as married and living with A A Chappell in the Dutchville Township in Creedmoor, NC. No other residents are listed in the same dwelling. It is unknown whether Omega Josephine and Almous Allen had any children.
  - **William G. Pruitt, Jr. (b. 1918/d. 1985)** William Graham Pruitt, Jr. is listed in a US City Directories, 1822-1995 living in St. Petersburg, VA in 1952 with wife Freeda Pruitt. He is buried in Enon, Chesterfield County, VA. No children were found.
  - **Helen M. Pruitt (b. 1920/d. 2006)** Helen Pruitt married Robert F. Read and per the 1940 Census had one daughter, Roberta H. Read who was under a year old. Roberta Griffin of Newport News, VA, was listed in Alpha Pruitt's obituary. According to the obituary, Helen moved to Newport News in 1996. Her daughter Roberta appears to be Helen's only child.

**Notes:**

\*Of the online databases used for searching, FamilySearch.org, BillionGraves.com and FindAGrave.com are free database that anyone from the public can view. The remainder of database require a subscription. Supporting documents can be made available if needed. Some URLs are included in the attached spreadsheet for source documents.







[illegible]



The only Smith descendant still living in the vicinity of Wendell:

Alpha Pauline Pruitt: 1915-1999 (Daughter of Lula Smith and William G. Pruitt)  
Below is an obituary identifying the only Smith descendant still living in the area:

CREEDMOOR -- ALPHA Pauline PRUITT, 83, a former resident of Dogwood Avenue, died Wednesday, March 3rd at Brantwood Nursing Home Center.

A native of Mecklenburg Co., VA. the daughter of the late W. Graham and Lula Smith PRUITT. A member of the First Baptist Church and was retired as a nursing supervisor at John Umstead Hospital.

Funeral services will be conducted at 11:00 a.m. Friday at Eakes Funeral Chapel in Creedmoor by Rev. Don Brown. Burial will be in Creedmoor Cemetery.

Surviving are one sister, Helen P. Read of Newport News, VA.; three nieces, Betsy N. Dixon of Butner, Roberta Griffith of Newport News, VA., and Barbara PRUITT of Petersburg, VA.

On June 2, 2016 and July 7, 2016 Ms. Betsy N. Dixon was called by Richard Hibbits of NAI Carolantic Realty.

On both occasions, a machine answered the phone call and a message was left. The message identified the caller and the purpose of the call: to locate a descendant of the Smith family to inquire about an unmarked grave located in the Wendell area. Ms. Dixon did not return either call.



# AFFIDAVIT OF PUBLICATION

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

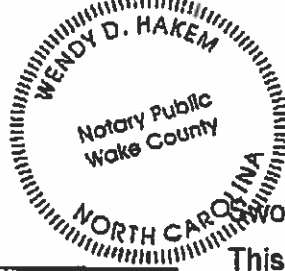
Ad Number  
0002540333

Advertiser Name: ANDERSON  
Address: 313 OLD BATTLE BRIDGE ROAD  
WENDELL, NC 27591



Before the undersigned, a Notary Public of Wake County North Carolina, duly commissioned and authorized to administer oaths, affirmations, etc., personally appeared R. C. Brooks, who being duly sworn or affirmed, according to law, doth depose and say that he or she is Accounts Receivable Specialist of The News & Observer Publishing Company a corporation organized and doing business under the Laws of the State of North Carolina, and publishing a newspaper known as The News & Observer, in the City of Raleigh, Wake County and State aforesaid, the said newspaper in which such notice, paper, document, or legal advertisement was published was, at the time of each and every such publication, a newspaper meeting all of the requirements and qualifications of Section 1-597 of the General Statutes of North Carolina and was a qualified newspaper within the meaning of Section 1-597 of the General Statutes of North Carolina, and that as such he or she makes this affidavit; and is familiar with the books, files and business of said corporation and by reference to the files of said publication the attached advertisement for ANDERSON was inserted in the aforesaid newspaper on dates as follows:

06/30/2016, 07/07/2016, 07/14/2016, 07/21/2016



R. C. Brooks  
R. C. Brooks, Accounts Receivable Specialist  
Wake County, North Carolina

Sworn to and subscribed before me  
This 21st day of July, 2016

My Commission Expires:

FEB 17 2020

Wendy D. Hakem  
Notary Signature



# Aerial/Location Map







## Legislation Details (With Text)

**File #:** 16-595

**Type:** Regular Item

**Status:** Agenda Ready

**In control:** Community Services

**On agenda:** 12/5/2016

**Final action:**

**Title:** Public Hearing to Consider Joseph Blake Farm Historic Landmark Designation

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [ItemSummaryBlakeHouse.pdf](#)  
[Presentation](#)  
[Landmark Designation Report.pdf](#)  
[Draft Ordinance](#)  
[SHPO Letter](#)

Date	Ver.	Action By	Action	Result
12/5/2016	1	Board of Commissioners	accepted	

Public Hearing to Consider Joseph Blake Farm Historic Landmark Designation  
**That the Board of Commissioners hold a public hearing and approves the proposed landmark designation ordinance for the Joseph Blake Farm**





# Request to Consider Historic Landmark Designation Joseph Blake Farm

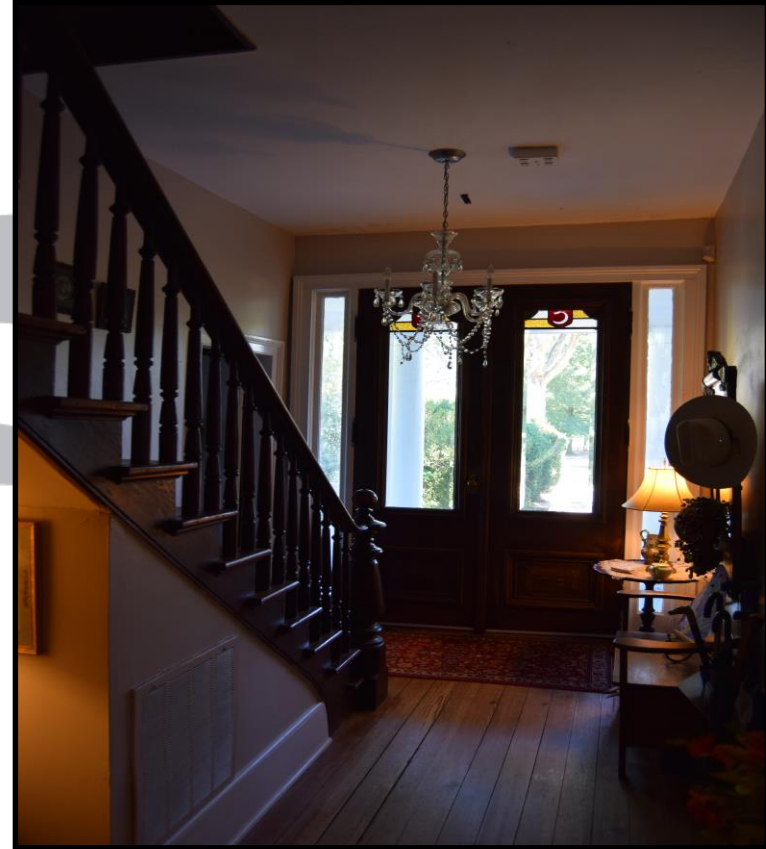




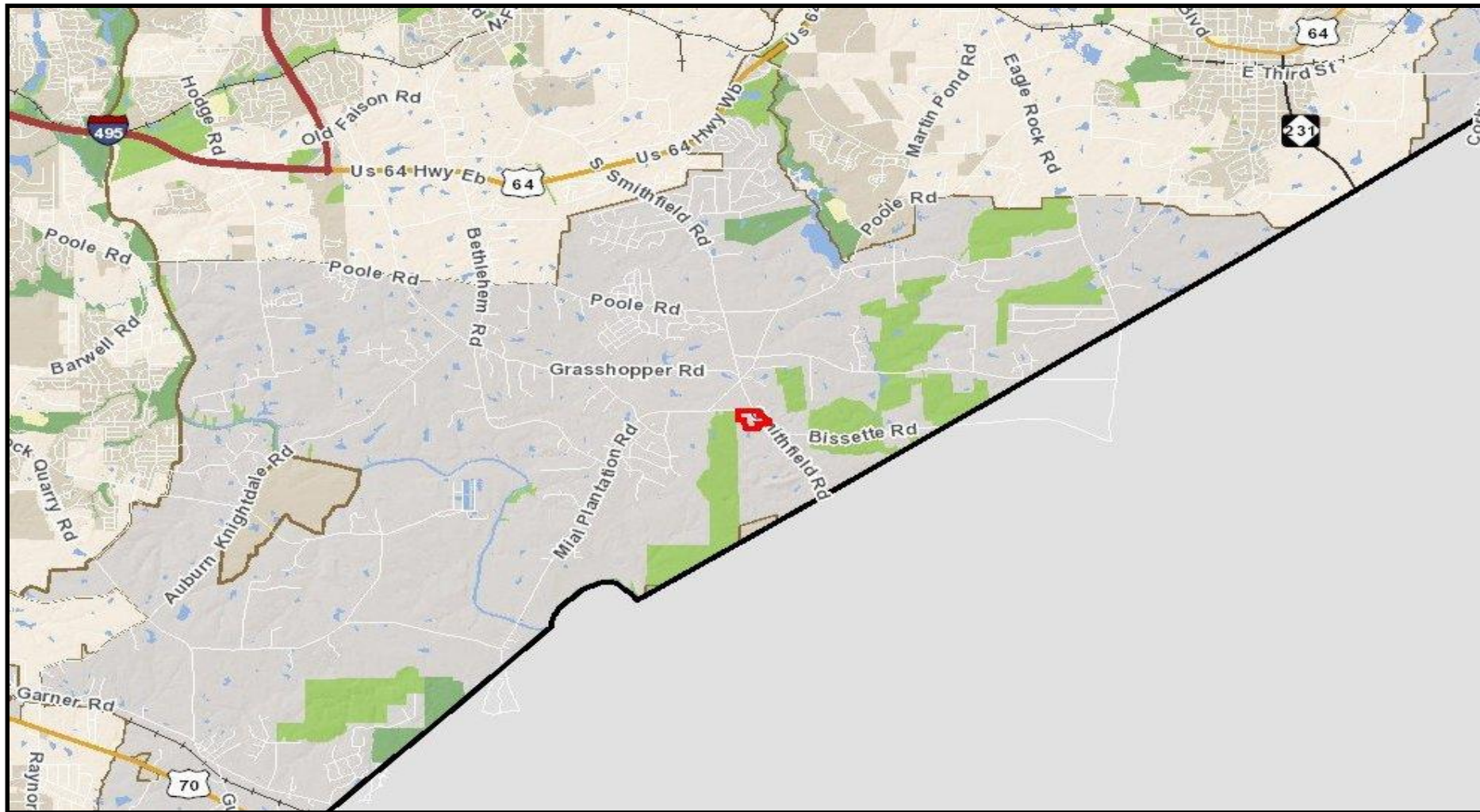
# Joseph Blake Farm

4301 Mial Plantation Road,  
Knightdale Vicinity

Owners: Cecil Rupert  
Conyers, Jr. and Mary  
Conyers



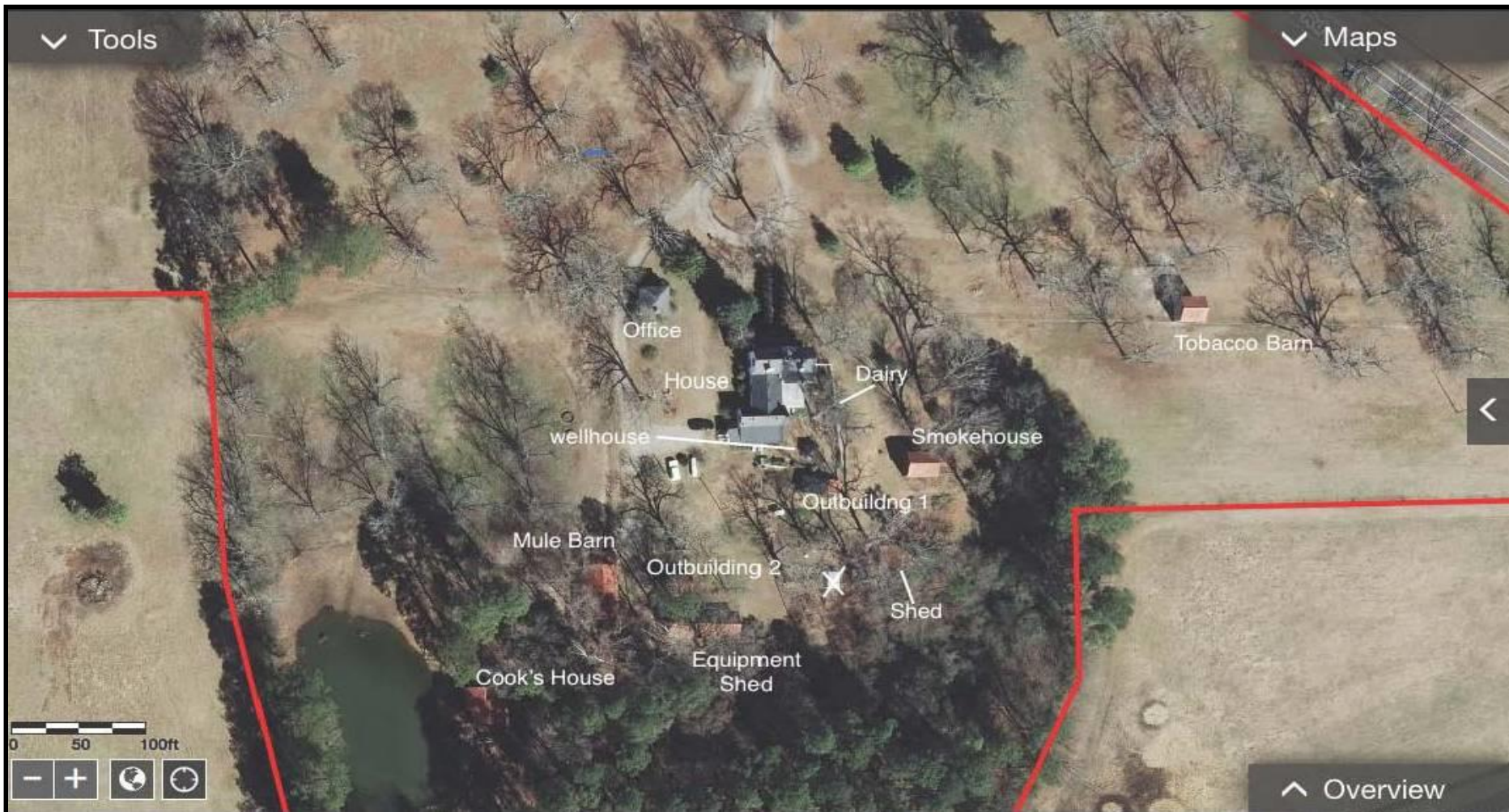






Tools

Maps



Overview





**Joseph Blake Farm, view from Mial Plantation Road**





**Joseph Blake Farm, view from Smithfield Road**





**Joseph Blake House, front view**





**Joseph Blake House, side view**





**Joseph Blake Farm, Office, ca. 1860**





**Joseph Blake Farm, Dairy ca. 1860**





**Joseph Blake Farm, Well house ca. 1900**





**Joseph Blake Farm, Mule barn ca. 1860**



# Significance Statement

The Joseph Blake Farm, established ca. 1860, exemplifies a late-antebellum, well-to-do, eastern Wake County farm in operation into the twentieth century. The farmstead comprises buildings dating from the mid-nineteenth-century through the early twentieth-century. The variety of building types and construction dates are a testament to the decades of agricultural use of the land. The farm retains integrity of location, design, workmanship, materials, feeling and association, as it contains its original arrangement of outbuildings throughout the property.



# WCHPC Recommendation

At its November 15, 2016 Meeting, the Wake County Historic Preservation Commission **UNANIMOUSLY RECOMMENDED** that the Wake County Board of Commissioners **DESIGNATE** the Joseph Blake Farm located at 4301 Mial Plantation Road, Knightdale vicinity as a Wake County Historic Landmark

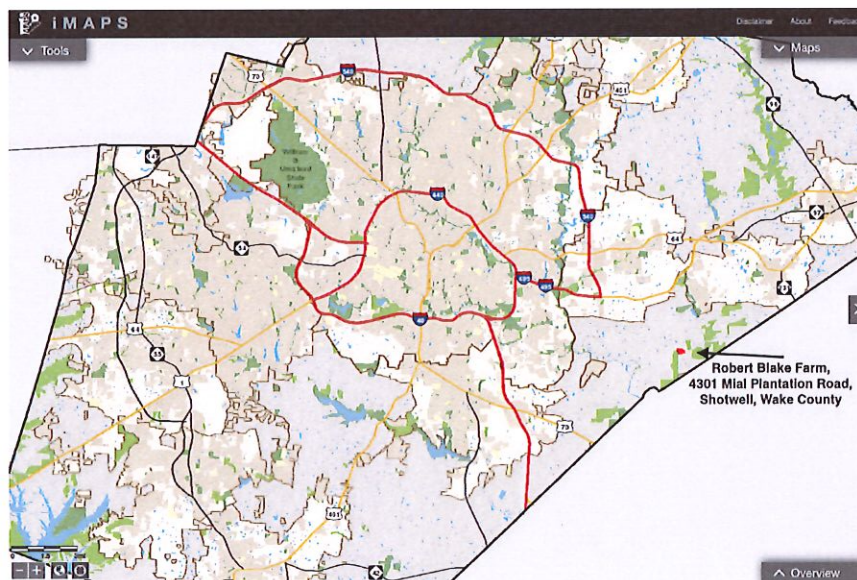


## Section 8D: Local Landmark Boundary Description

The boundary line coincides with the lot lines of the parcel that the house occupies, as depicted in the Tax Map below. This boundary includes the historic farmstead and surrounding acreage with the grove of hardwood trees in front of the house and open fields to the east and west. A tobacco barn stands in the open field to the east, and the west field is still used for grazing.



Tax Map showing parcel associated with PIN 1762513690



Joseph Blake Farm Location Map



**WAKE COUNTY BOARD OF COMMISSIONERS  
DECEMBER 5, 2016**

**DESIGNATING THE JOSEPH BLAKE FARM  
IN THE PLANNING JURISDICTION OF WAKE COUNTY, NORTH CAROLINA  
A HISTORIC LANDMARK**

WHEREAS, the General Assembly of the State of North Carolina authorized the creation of a countywide Historic Preservation Commission for Wake County and otherwise provided for the preservation of certain historic sites and buildings by the passage of Part 3C, Chapter 160A, Article 19 of the North Carolina General Statutes; and

WHEREAS, the Wake County Historic Preservation Commission has made an investigation and recommended the following property be designated an historic landmark; and

WHEREAS, the North Carolina Department of Cultural Resources has made an analysis that the following property is eligible to be designated a historic landmark; and

WHEREAS, on the 5<sup>th</sup> day of December, 2016, a public hearing was held in the Board of Commissioners' Meeting Room, Room 2700, in the Wake County Justice Center, Raleigh, by the Wake County Board of Commissioners to determine whether the hereinafter described property should be designated a historic landmark; and

WHEREAS, all requirements of Part 3C, Chapter 160A, Article 19 of the North Carolina General Statutes, preceding the adoption of this ordinance, have been met.

NOW, THEREFORE, BE IT ORDAINED BY THE WAKE COUNTY BOARD OF COMMISSIONERS THAT:

Section 1. The property designated as the Joseph Blake Farm, owned by Cecil Rupert Conyers, Jr. and Mary B. Conyers, be and is declared a Wake County Historic Landmark. Said property being more particularly described as follows:

Joseph Blake Farm located on 19.81 acres at 4301 Mial Plantation Road, Knightdale vicinity, 27545-9373 (Wake County PIN # 1762513690, REID # 0093781).

Section 2. Those elements that are integral to its historical, architectural, archaeological significance or any combination thereof are as follows:

All exterior design elements, form, features and materials of the Joseph Blake house, contributing outbuildings, and structures, the setting of the buildings, structures and sites, the farm landscape, and any archaeological resources within the designated landmark boundary of 19.81 acres.

Section 3. No building, site, structure, or object that is designated in this ordinance located on the hereinbefore described site may be altered, restored, moved, remodeled, or reconstructed so that a change in design, material, or outer appearance occurs unless and until a certificate of appropriateness is obtained from the Wake County Historic Preservation Commission or its successors.

Section 4. No building, site, structure, or object that is designated in this ordinance located on the hereinbefore described site may be demolished unless and until either approval of demolition is obtained from the Wake County Historic Preservation Commission or a period of three hundred sixty-five (365) days has elapsed following final review by the Wake County Historic Preservation Commission of a request for demolition (or any longer period required by N.C.G.S. 1 60A-400.14 as it may be amended hereafter).

Section 5. All owners of the property hereinabove described, whose identity and addresses can be ascertained by the exercise of due diligence, shall be sent by certified mail a copy of this ordinance.

Section 6. This ordinance shall be indexed after the property owner's name in the grantor and grantee indexes in the Office of the Register of Deeds of Wake County.



Section 7. Wake County and the Wake County Historic Preservation Commission are hereby authorized to have erected an appropriate sign on the site herein described setting forth the fact that said site has been designated a historic landmark by action of the Wake County Board of Commissioners and the Wake County Historic Preservation Commission.

Section 8. In the event any building, site, structure, or object is demolished in accordance with the ordinances of Wake County, this ordinance may be repealed.

Section 9. Any violation of this ordinance shall be unlawful as by law provided.

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On the motion of Commissioner \_\_\_\_\_, the above ordinance was adopted.

On the second of Commissioner \_\_\_\_\_, and upon vote, the motion carried this the 5th day of December, 2016.

This instrument approved as to form by:

\_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_

Ordinance No. \_\_\_\_\_

NORTH CAROLINA  
WAKE COUNTY

I hereby certify that the foregoing is a true and accurate copy of an ordinance duly adopted by the Wake County Board of Commissioners, at a meeting held December 5, 2016 at 2:00 p.m. at the Wake County Justice Center, Room 2700, Raleigh, North Carolina.

\_\_\_\_\_  
NORTH CAROLINA  
WAKE COUNTY

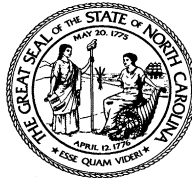
I, the undersigned Notary Public, do hereby certify that Denise Hogan, Clerk to the Board, personally appeared before me this day and acknowledged the due execution of the foregoing certification for the purposes therein expressed.

WITNESS my hand and seal this \_\_\_\_ day of \_\_\_\_\_ 2016.

My commission expires \_\_\_\_\_.

\_\_\_\_\_





**North Carolina Department of Cultural Resources  
State Historic Preservation Office**

Ramona M. Bartos, Administrator

Pat McCrory, Governor  
Susan Kluttz, Secretary  
Kevin Cherry, Deputy Secretary

Office of Archives and History  
Division of Historical Resources

November 15, 2016

Gary G. Roth  
President & CEO  
Capital Area Preservation  
P.O. Box 28072  
Raleigh, NC 27611

RE: Landmark Designation Report for the **Joseph Blake Farm, 4301 Mial Plantation Road, Knightdale, Wake County**

Dear Mr. Roth:

Thank you for the report for the above-cited property which is being proposed for landmark designation. We have reviewed the information in the report and offer the following comments in accordance with North Carolina General Statute 160A-400.4.

Established ca. 1860, the Joseph Blake Farm comprises the main house and numerous domestic and agricultural outbuildings dating from the mid-nineteenth century through the early twentieth century that represent changes in farming practices throughout the period. Despite alterations made to several of the outbuildings, the farm retains a wide range of building types that retain their form and materials and remain substantially in their original layout. Consequently, the property is notable as a rare surviving example in rapidly developing eastern Wake County of a well-to-do farmer's operation begun in the late antebellum period and evolving well into the twentieth century. We believe the designation report provides the Wake County Historic Preservation Commission and the Wake County Board of Commissioners adequate information to determine that the Joseph Blake Farm has the requisite special significance and integrity for landmark designation.

We also note that the property may contain archaeological resources associated with the house or outbuildings. Care should be taken to avoid inadvertent damage or destruction of these resources during any ground-disturbing activities.

Landmark designation means the community recognizes a property as an important historic resource worthy of preservation. Any substantial exterior design changes to a designated landmark are subject to the design review procedures of the Wake County Historic Preservation Commission. The owner may apply for an annual deferral of fifty percent of the property taxes for as long as the property is designated and retains significance and integrity.



November 15, 2016

Page 2

If the local governing board wishes to extend the Commission's design review authority to significant features of the interior, the designation report must be revised to describe the interior and the owner must give written consent. The designation ordinance must specify the features and describe the nature of the Commission's design review authority over them.

Thank you for giving us the opportunity to comment on the report. Our comments are advisory only and are not binding. Once the governing board has received a recommendation from the Wake County Historic Preservation Commission and has proceeded in the same manner as would otherwise be required for an amendment to the zoning ordinance, the governing board may proceed with the designation decision. Once the designation decision has been made, please return the completed designation confirmation form, enclosed.

This letter serves as our comments on the proposed landmark designation of the Joseph Blake Farm. Please contact me at 919-807-6573 should you have any questions about our comments.

Sincerely,

Claudia R. Brown  
Supervisor, Survey and National Register Branch

CC: Commission Chair

Enclosure





## Legislation Details (With Text)

**File #:** 16-605

**Type:** Regular Item      **Status:** Agenda Ready

**In control:** Board of Commissioners

**On agenda:** 12/5/2016      **Final action:**

**Title:** Public Hearing and Authorization of a \$3 Increase in the Regional Transit Authority Registration Tax for Funding of Public Transportation Systems

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Agenda Item](#)  
[Resolution](#)

Date	Ver.	Action By	Action	Result
12/5/2016	1	Board of Commissioners	accepted	

Public Hearing and Authorization of a \$3 Increase in the Regional Transit Authority Registration Tax for Funding of Public Transportation Systems

**That the Board of Commissioners, after a public hearing, adopts the attached resolution to:**

- 1. Authorize a \$3 Increase in the Regional Transit Authority Registration Tax by GoTriangle for the purpose of funding public transportation systems in accordance with the Wake County Transit Plan and Wake County Transit Financial Plan; and**
- 2. Authorize the GoTriangle Special Tax Board and Board of Trustees, after issuing notice and holding a public hearing, to increase the Regional Transit Authority Registration Tax by \$3 for the purpose of funding public transportation systems in accordance with the Wake County Transit Plan and Wake County Transit Financial Plan**



**RESOLUTION OF THE WAKE COUNTY BOARD OF COMMISSIONERS TO  
AUTHORIZE AND APPROVE AN INCREASE IN THE REGIONAL TRANSIT  
AUTHORITY REGISTRATION TAX**

WHEREAS, the North Carolina General Assembly enacted the Regional Transit Authority Registration Tax in Chapter 105, Article 51 of the North Carolina General Statutes which authorizes counties and regional public transportation authorities created pursuant to Article 26 of Chapter 160A of the General Statutes to create special district(s) for the purpose of levying an annual vehicle registration tax (“Transit Authority Registration Tax”) on certain motor vehicles within its jurisdiction at rate not to exceed eight dollars (\$8.00) per vehicle to raise revenue for capital and operating expenses of an Authority to provide public transportation systems; and

WHEREAS, the Research Triangle Regional Public Transportation Authority d/b/a/ Triangle Transit, also known as GoTriangle (“GoTriangle”) is a regional public transportation authority created pursuant to Article 26 of Chapter 160A of the North Carolina General Statutes with the authority to levy a Transit Authority Registration Tax and create a special district on behalf of its member counties, which includes the counties of Durham, Orange, and Wake in accordance with N.C.G.S. §105-560, *et seq.*; and

WHEREAS, pursuant to a resolution dated August 28, 1991, GoTriangle approved a Transit Authority Registration Tax among qualifying motor vehicles in Wake County in the annual amount of five dollars (\$5.00) and is currently levying the Transit Authority Registration Tax in Wake County at the same annual tax rate; and

WHEREAS, the Transit Authority Registration Tax is a local source of revenue identified in the Wake County Transit Plan, Wake County Transit Financial Plan (“Financial Plan”) and Wake County Transit Governance Interlocal Agreement (“Governance ILA”), all being approved by the Wake County Board of Commissioners, Capital Area Metropolitan Planning Organization (CAMPO), and GoTriangle; and

WHEREAS, subject to this Board’s approval of an increase in the Transit Authority Registration Tax and approval by the GoTriangle Special Tax Board, the GoTriangle Board of Trustees may increase the Transit Authority Registration Tax in the amount of three dollars (\$3.00) for a total annual rate of eight dollars (\$8.00) in accordance with N.C.G.S. §105-561; and

WHEREAS, implementation of the Wake County Transit Plan and the Governance ILA are both contingent upon financing derived from the \$3.00 increase in the Transit Authority Registration Tax to be put in place by Go Triangle, to be used in combination with other local sources of tax revenue identified in the Governance ILA and Financial Plan; and

WHEREAS, a public hearing has been conducted before the Board of Commissioners on the proposed increase of the Transit Authority Registration Tax and proper notice has been duly published; and

WHEREAS, the Board of Commissioners requests the GoTriangle Special Tax Board and Board of Trustees to convene at its earliest available date for the purpose of considering the adoption of the proposed three dollar (\$3.00) increase in the Transit Authority Registration Tax



in Wake County, the proceeds of which will be used to fund the Wake County Transit Work Plan in accordance with the provisions contained in the Governance ILA; and

WHEREAS, the Board of Commissioners also requests the GoTriangle Board of Trustees to issue notice and hold a public hearing on the proposed three dollar (\$3.00) increase in Transit Authority Registration Tax in Wake County for use of the proceeds to fund the Wake County Transit Work Plan in accordance with the provisions contained in the Governance ILA; and

WHEREAS, the Board of Commissioners also directs GoTriangle, upon final approval of the proposed increase in the Transit Authority Registration Tax on applicable motor vehicles with tax situs in Wake County, to deliver certified Resolutions from the Board of Commissioners, the GoTriangle Special Tax Board and the GoTriangle Board of Trustees verifying said approvals, to the North Carolina Division of Motor Vehicles for the collection and administration of the tax in accordance with N.C.G.S. § 105-561(c) .

NOW THEREFORE, the Board of Commissioners of Wake County (“Board”) resolves that:

1. The Board hereby authorizes and approves an increase in the Transit Authority Registration Tax by the Board of Trustees of the Research Triangle Regional Public Transportation Authority d/b/a/ Triangle Transit, also known as GoTriangle on those qualifying motor vehicles with a tax situs in Wake County in the amount of three dollar (\$3.00) at a total rate not to exceed eight dollars (\$8.00), subject to all other approvals required pursuant to N.C.G.S. § 105-561 and § 105-562.
2. The Board hereby approves and authorizes GoTriangle through the action of its Special Tax Board and Board of Trustees to timely consider approval of the proposed three dollar (\$3.00) increase in the Transit Authority Registration Tax, to be used only for public transportation systems included in the Wake County Transit Work Plan as identified in the Governance ILA and pursuant to N.C.G.S. 105-564.
3. The approved three dollar (\$3.00) increase in the Transit Authority Registration Tax on qualifying motor vehicles registered in Wake County shall only become effective upon formal adoption by the governing boards of GoTriangle for the same increase in accordance with the procedures outlined in N.C.G.S. §105-561.
4. The Clerk to the Board is hereby authorized and directed to mail or deliver a certified copy of this Resolution to GoTriangle within three days after the passage hereof for delivery to the North Carolina Division of Motor Vehicles upon final adoption by the GoTriangle Board of Trustees.
5. Collection and administration of the three dollar (\$3.00) increase in the Transit Authority Registration Tax, and all liability connected therewith, is with the North Carolina Division of Motor Vehicles and shall begin and continue on and after the first day of the sixth calendar month after final adoption tax increase by the GoTriangle Board of Trustees pursuant to N.C.G.S. § 105-562.



6. The Board hereby authorizes the County Manager to take any actions necessary to effect the provisions of this Resolution.
7. This Resolution shall take effect upon its passage.

Adopted this 5<sup>th</sup> day of December, 2016.

\_\_\_\_\_  
Chairman

ATTEST: \_\_\_\_\_





## Legislation Details (With Text)

**File #:** 16-606

**Type:** Regular Item

**Status:** Agenda Ready

**In control:** Board of Commissioners

**On agenda:** 12/5/2016

**Final action:**

**Title:** Public Hearing and Authorization of a \$7 Wake County Vehicle Registration Tax for Funding of Public Transportation Systems

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Agenda Item](#)  
[Resolution](#)  
[Draft Interlocal Agreement](#)

Date	Ver.	Action By	Action	Result
12/5/2016	1	Board of Commissioners	accepted	

Public Hearing and Authorization of a \$7 Wake County Vehicle Registration Tax for Funding of Public Transportation Systems

**That the Board of Commissioners, after a public hearing, adopts the attached resolution to:**

- 1. Levy a new \$7 Wake County Vehicle Registration Tax as authorized pursuant to NCGS 105-570 for the purpose of funding public transportation systems in accordance with the Wake County Transit Plan and Wake County Transit Financial Plan; and**
- 2. Approve the attached Interlocal Agreement governing the administrative distribution of funds derived from the new \$7 Wake County Vehicle Registration Tax and authorizes the County Manager to execute the Interlocal Agreement, subject to terms and conditions acceptable to the County Attorney**



(“Interlocal Agreement”) for the allocation and administrative distribution of revenue derived from the new Wake County Vehicle Registration Tax; and

WHEREAS, Wake County desires to enter into an Interlocal Agreement with the Wake Transit Providing Municipalities for the administrative distribution of the new Wake County Vehicle Registration Tax to GoTriangle in its capacity as the tax district administrator and the regional transportation authority with the power under N.C.G.S. §105-508, *et seq.* to manage the Wake County Tax Revenue identified in the Governance ILA that will fund the Wake County Transit Plan; and

WHEREAS, the draft Interlocal Agreement attached hereto has been distributed to the Wake Transit Providing Municipalities and to GoTriangle for their consideration and approval which is anticipated to occur before January 31, 2017; and

WHEREAS, the Wake Transit Providing Municipalities will benefit from the combination of funds derived from the new Wake County Vehicle Registration Tax with all other transit revenue sources identified and defined by the Governance ILA; and

WHEREAS, a separate agreement setting forth a mutual understanding between the Non-Transit Providing Municipalities as to their commitment to the same administrative distribution of funds as specified in the Interlocal Agreement from any future allocation they could receive from the Wake County Vehicle Registration Tax will be considered at a future date; and

WHEREAS, use of the funds derived from the new Wake County Vehicle Registration Tax shall only be expended in strict accordance with the financial covenants and provisions included in the Governance ILA for the benefit of the Wake Transit Plan; and

WHEREAS, upon the Board of Commissioner’s levy of the new Wake County \$7.00 Vehicle Registration Tax, collection and administration of the tax shall lie with the Division of Motor Vehicles only on motor vehicles registered in Wake County identified in N.C.G.S. § 105-562 as authorized for taxation.

NOW THEREFORE, the Board of Commissioners of Wake County (“Board”) resolves that:

1. The Board hereby approves the levy of a new Wake County Vehicle Registration Tax in the amount of seven dollars (\$7.00) among qualifying motor vehicles with tax situs in Wake County on an annual basis and as authorized pursuant to N.C.G.S. § 105-570 for the purpose of funding public transportation systems in accordance with the Wake County Transit Plan and Transit Governance Interlocal Agreement.
2. The Interlocal Agreement governing the administrative distribution of funds received from the levy of the new Wake County Vehicle Registration Tax is hereby approved substantially in the form attached and the County Manager is authorized and directed to execute the Interlocal Agreement, subject to further amendments as may be deemed necessary by the County Attorney.



3. The Clerk to the Board is hereby authorized and directed to mail or deliver a certified copy of this Resolution to GoTriangle, the City of Raleigh, the Town of Cary, the Town of Wake Forest, the City of Durham, and the North Carolina Division of Motor Vehicles for implementation of the new Wake County Vehicle Registration Tax pursuant to N.C.G.S. § 105-570.
4. Collection and administration of the new Wake County Vehicle Registration Tax, and all liability connected therewith, is with the North Carolina Division of Motor Vehicles (DMV) and shall begin and continue on the first day of the sixth calendar month after adoption of this Resolution pursuant to N.C.G.S. § 105-562, for the registration renewal offers that will be mailed DMV on or before July 1, 2017, subject to DMV implementation.
5. The Board hereby authorizes the County Manager to take any actions necessary to effect the provisions of this Resolution.
6. This Resolution shall take effect upon its passage.

Adopted this 5<sup>th</sup> day of December, 2016.

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Chairman

ATTEST: \_\_\_\_\_



**STATE OF NORTH CAROLINA**

**COUNTY OF WAKE**

**INTERLOCAL AGREEMENT FOR THE ADMINISTRATIVE  
DISTRIBUTION OF THE WAKE COUNTY \$7 VEHICLE  
REGISTRATION TAX**

**BETWEEN**

**WAKE COUNTY, CITY OF RALEIGH, TOWN OF CARY, TOWN  
OF WAKE FOREST, CITY OF DURHAM, AND THE RESEARCH  
TRIANGLE REGIONAL PUBLIC TRANSPORTATION  
AUTHORITY**



This Interlocal Agreement (the “Agreement”), entered into this the \_\_\_\_ day of December, 2016, by and between **WAKE COUNTY, NORTH CAROLINA**, a public body politic and corporate of the State of North Carolina (hereinafter “Wake County”), , the **CITY OF RALEIGH**, a municipal government under North Carolina law (“Raleigh”); the **TOWN OF CARY**, a municipal government under North Carolina law (“Cary”); the **TOWN OF WAKE FOREST** (“Wake Forest”), a municipal government under North Carolina law; the **CITY OF DURHAM**, a municipal government under North Carolina law (“Durham”); **RESEARCH TRIANGLE REGIONAL PUBLIC TRANSPORTATION AUTHORITY** d/b/a GoTriangle, a public body politic and corporate of the State of North Carolina (hereinafter “GoTriangle”),; individually referred to as “Party” and collectively referred to herein as “the Parties”;

**WITNESSETH:**

**WHEREAS**, Wake County, in collaboration with Wake County municipalities, local partners and stakeholders, developed a strategic transit vision document commonly named and referred to as the “*Wake County Transit Plan*” (“Wake Transit Plan”) which was unveiled on or about December 8, 2015 and adopted by the GoTriangle Board of Trustees on May 25, 2016, adopted by the Capital Area Metropolitan Planning Organization’s Executive Board on May 18, 2016, and adopted by the Wake County Board of Commissioners on June 6, 2016; and

**WHEREAS**, Wake County, in collaboration with Wake County municipalities, local partners and stakeholders also developed the Wake County Transit Financial Plan (“Wake Transit Financial Plan”) to guide funding and implementation of Wake Transit Plan, which was concurrently unveiled on or about December 8, 2015 and adopted by the GoTriangle Board of Trustees on May 25, 2016, adopted by the Capital Area Metropolitan Planning Organization’s Executive Board on May 18, 2016, and adopted by the Wake County Board of Commissioners on June 6, 2016; and

**WHEREAS**, on or about May 25, 2016, Wake County was added to the renamed and expanded special tax district, “Triangle Tax District,” by GoTriangle, as administrator of the tax district, in accordance with N.C.G.S. 105-509 for the purpose of holding an advisory referendum on the levy of an additional one-half percent (½%) sales and use tax for transit, the primary source of funding for the implementation of the Wake Transit Plan; and

**WHEREAS**, Wake County, GoTriangle, and the Capital Area Metropolitan Planning Organization (CAMPO) have adopted the *Wake Transit Governance Interlocal Agreement* (“Governance ILA”) that specifically details the procedures for all Wake County municipalities to be involved and engaged in Wake Transit Plan implementation decisions; and

**WHEREAS**, the Governance ILA also specifically details that funds collected in Wake County from all available revenue sources identified as Wake Transit Plan



Revenues shall be distributed directly to Triangle Tax District be reported in the Wake Transit Major Operating Fund that is separate and distinct from other funds, and

**WHEREAS**, an *Agreement Setting Forth the Mutual Understanding of the Parties as to the Scope and Content of the Financial Plan* (“Financial Plan Agreement”) was also approved in accordance with N.C.G.S. § 105-508.1 by the GoTriangle, CAMPO, Wake County, Durham County, Orange County, the Chapel-Hill Carrboro Metropolitan Planning Organization and the Burlington-Graham Metropolitan Planning Organization, for which the parties of this agreement are either parties to or represented by these organizations, signifying their approval of the Wake Transit Financial Plan and the financial terms and conditions governing the expenditure of Wake County Tax Revenues in accordance with the Wake Transit Plan; and

**WHEREAS**, the Wake County Board of Commissioner’s authorized an advisory referendum on November 8, 2016 before the voters of Wake County for the purpose of levying an additional one-half percent (½%) sales and use tax for transit, the results of which have been certified, whereby the Wake County voters approved the levy of said tax; and

**WHEREAS**, contingent on the outcome of the advisory referendum before the voters of Wake County, the Wake County Board of Commissioner’s indicated it would consider levying additional taxes that were detailed in in the Wake Transit Plan and presented in the Wake Transit Financial Plan, such as a seven dollar (\$7.00) county vehicle registration tax (“Wake County \$7.00 Vehicle Registration Tax”) in accordance with N.C.G.S. § 105-570; and

**WHEREAS**, revenues derived from the new Wake County \$7.00 Vehicle Registration Tax are identified within the Wake Transit Plan, Governance ILA, and Financial Plan Agreement as an additional funding source that will be dedicated to support the implementation of the Wake Transit Plan and spent only in accordance with the financial covenants contained in the Governance ILA; and

**WHEREAS**, the transit sales tax dollars, upon collection, will be remitted directly from the North Carolina Department of Revenue to the Triangle Tax District administered by GoTriangle in accordance with N.C.G.S. 105-508, *et seq.* implementation of the Wake Transit Plan; and

**WHEREAS**, pursuant to N.C.G.S. §105-570(c), unlike the sales tax dollars remitted by the North Carolina Department of Revenue directly to the Triangle Tax District, the funds derived from the Wake County \$7.00 Vehicle Registration Tax will be collected by the North Carolina Department of Motor Vehicles (DMV) for remittance to Wake County to determine the allocation among the county and municipalities within its jurisdiction that are providing public transportation services; and

**WHEREAS**, the City of Raleigh, the Town of Cary, the Town of Wake Forest, and a portion of the City of Durham with overlapping jurisdiction in Wake County, are the only municipalities within Wake County that are providing public transportation systems



as of the date of this Agreement that would be entitled to an allocation of the Wake County \$7.00 Vehicle Registration Tax; and

**WHEREAS**, on or about December 5, 2016, the Wake County Board of Commissioner's approved the levy of the Wake County \$7.00 Vehicle Registration Tax in accordance with N.C.G.S. §105-570; and

**WHEREAS**, N.C.G.S. § 105-570(f) allows for Wake County and its member municipalities providing public transportation systems to enter into an interlocal agreement for the allocation of revenue derived from the new Wake County \$7.00 Vehicle Registration Tax; and

**WHEREAS**, the Parties to this Agreement have indicated their desire for the funds collected by DMV in association with the new Wake County \$7.00 Vehicle Registration Tax to be distributed directly to Triangle Tax District, to be reported in the Wake Transit Major Operating Fund, and to be included with all other Wake Transit Plan Revenues flowing to the Triangle Tax District on behalf of Wake, to be used and expended only in strict adherence to the financial terms and conditions outlined in the Governance ILA for implementation of the Wake 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 establish the administrative distribution of all funds derived from the Wake County \$7.00 Vehicle Registration Tax as they are collected by the North Carolina Division of Motor Vehicles.

**1.02 Scope.** The scope of this Agreement shall be solely for the administrative distribution and allocation of all revenues derived from the Wake County \$7.00 Vehicle Registration Tax. The expenditure of funds derived from said tax shall be directed exclusively by decisions made in accordance with the Governance ILA entered into between Wake County, GoTriangle, and Capital Area Metropolitan Planning Organization (CAMPO).



## **ARTICLE II**

### **TERM , AMENDMENT, and TERMINATION**

**2.01 Term.** This Agreement shall become effective upon the properly authorized execution of the Agreement by all Parties and shall continue so long as the Wake County \$7.00 Vehicle Registration Tax is in effect, collected by DMV, or until termination of this Agreement in accordance with Section 2.03.

**2.02 Amendment.** This agreement may be amended to add parties or to change content. An amendment to add a party, specifically a Wake County municipality eligible to receive a pro rata share of the funds collected pursuant to G.S. 105-570(c), shall not require the agreement of the other parties. If any Party desires to amend the content of the Agreement, then the proposed amendment and the reasons for the proposed amendment shall be communicated in writing to the other Parties per the Notice provisions contained herein. If the Parties agree to the proposed amendment, then the amendment shall be effected by entering a written amendment to the Agreement.

**2.03 Termination.** This Agreement will terminate upon any of the following:

- a) Repeal of the Wake County \$7.00 Vehicle Registration Tax; or
- b) Significant changes to the ability of GoTriangle to collect or receive tax revenues on behalf of Wake County.; or
- c) By agreement of a majority vote of the parties to this Agreement following identification of significant concerns with the Wake County Financial Plan and/or the processes and procedures required by the Governance ILA for implementation of the Wake Transit Plan, provided that a party to this Agreement has notified all parties in writing of the concern(s) and provided eighteen (18) months from the notification of the concern(s) to allow potential resolution.

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

**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

**For City of Raleigh:**



**For Town of Cary:**

**For Town of Wake Forest:**

**For City of Durham:**

**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

**ARTICLE III  
ADMINISTRATIVE DISTRIBUTION OF THE NEW WAKE COUNTY SEVEN  
DOLLAR VEHICLE REGISTRATION TAX BY THE NORTH CAROLINA  
DIVISION OF MOTOR VEHICLES**

**3.01 Role of the Division of Motor Vehicles (DMV).** In accordance with G.S. 105-570, all funds derived from the Wake County \$7.00 Vehicle Registration Tax levied on an annual basis among all qualifying vehicles registered in Wake County are to be collected by DMV and remitted on a quarterly basis.

**3.02 Allocation of Funds.** In lieu of the allocation of funds prescribed on a per capita, pro rata basis per G.S. 105-570, the Parties desire for DMV to remit all funds derived from the Wake County \$7.00 Vehicle Registration Tax directly to the Triangle Tax District, administered by GoTriangle, for the collective management of the funds and all other "Wake County Tax Revenue" as defined by the Governance ILA and identified within the Wake Transit Plan and Wake Transit Financial Plan.. As such, it is not necessary for the Parties to calculate the allocation of funds on a per capita basis as all funds collected from the Wake County \$7.00 Vehicle Registration Tax will be combined with all other Wake County Tax Revenue sources identified in the Governance ILA and Wake County Financial Plan.

**3.03 Remittance of Tax Funds to the Wake County Transit Plan.** The parties to this Agreement note that all municipalities with jurisdiction in Wake County and which provide public transportation services would receive a pro rata share of the funds collected from the Wake County \$7.00 Vehicle Registration Tax pursuant to G.S. 105-570(c). By execution of this Agreement, all parties and any other parties added to the Agreement, by future amendment, hereby signify their consent to forego the direct receipt of any said funds. Upon execution of this Agreement, DMV is authorized to distribute all funds collected from the Wake County \$7.00 Vehicle Registration Tax directly to Triangle Tax District in accordance with Section 3.02, above.



**3.04 Consistency with the Wake County Transit Plan.** The Wake Transit Plan, together with the Governance ILA, and the Financial Plan Agreement jointly contemplate the dedication of 100% of all funds derived from the Wake County \$7.00 Vehicle Registration Tax to be combined with all other Wake County transit revenue sources defined in the Governance ILA as “Wake County Tax Revenue” and for the expenditure of said funds in accordance with the Wake County Transit Work Plan. The terms of this Section are consistent with the provisions of these Plans.

#### **ARTICLE IV SPECIAL PROVISIONS**

**4.01 Overlap of Jurisdiction in Durham County.** A portion of the City of Raleigh lies within the jurisdictional boundaries of Durham County. Pursuant to an Interlocal Agreement (“City of Raleigh ILA”) dated May 20, 2015, the City of Raleigh has already agreed to forego any claim, pursuant to G.S. 105-570, to the \$7 vehicle registration tax collected in the portion of its jurisdiction that overlaps with Durham County.

**4.02 Overlap of Jurisdiction in the City of Durham.** By execution of this Agreement, the City of Durham agrees to forego any claim pursuant to G.S. 105-570 to the Wake County \$7.00 Vehicle Registration Tax collected in the portion of its jurisdiction that overlaps with Wake County. As such, for purposes of apportioning the funds among Durham County and Wake County pursuant to G.S. 105-570, the parties upon execution of this Agreement indicate their willingness to assist DMV with the administrative distribution of funds in accordance with this Agreement.

**4.03 Segregation of Wake County \$7.00 Vehicle Registration Tax.** Consistent with the financial provisions contained throughout the Governance ILA, GoTriangle, as party to this Agreement, hereby agrees to segregate and maintain complete separation of all Wake County \$7.00 Vehicle Registration Tax funds from any other funds received from DMV. Specifically, the Wake County \$7.00 Vehicle Registration Tax revenue shall not be comingled with any Non-Wake County Revenue distributed to the Triangle Tax District or GoTriangle as administrator of the Triangle Tax District.

#### **ARTICLE V OTHER PARTIES**

**5.01 Non-Transit Proving Municipalities.** It is acknowledged that as of the date of this Agreement, the municipalities with jurisdiction in Wake County, that are not party to this agreement, do not provide public transportation services. Per the provisions of G.S. 105-570, it is understood that if these municipalities provide transit services in the future, they would be eligible to receive a pro rata share of the funds collected from the Wake County



\$7.00 Vehicle Registration Tax. It is anticipated that said municipalities will either enter into a separate agreement, to be provided at a future date, whereby they will agree to the same terms contained within this Agreement for the administrative distribution of Wake County \$7.00 Vehicle Registration Tax revenue in accordance with Article III above or that the municipalities will join this Agreement. The exact documentation used will not impact the terms or validity of this Agreement.

## **ARTICLE VI OTHER PROVISIONS**

**6.01 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.

**6.02 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.

**6.03 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.

**6.04 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.

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

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

*[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.

<b>RESEARCH TRIANGLE REGIONAL PUBLIC TRANSPORTATION AUTHORITY (d/b/a GoTriangle)</b>  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]  <b>ATTEST:</b>  _____ By _____ Clerk	This instrument is approved as to form and legal sufficiency.  _____ Shelley Blake, General Counsel for GoTriangle

<b>WAKE COUNTY, NORTH CAROLINA</b>  By: _____ County Manager	This instrument has been preaudited in the manner required by The Local Government Budget and Fiscal Control Act.  _____ Finance Director Wake County, North Carolina
[Seal]  <b>ATTEST:</b>  _____ Clerk	This instrument is approved as to form and legal sufficiency.  _____ County Attorney



<b>CITY OF RALEIGH</b>  By: _____	This instrument has been preaudited in the manner required by The Local Government Budget and Fiscal Control Act.  _____ Finance Director City of Raleigh, North Carolina
<b>ATTEST:</b>  By: _____	This instrument is approved as to form and legal sufficiency.  _____ City Attorney

<b>TOWN OF CARY</b>  By: _____	This instrument has been preaudited in the manner required by The Local Government Budget and Fiscal Control Act.  _____ Finance Director Town of Cary, North Carolina
<b>ATTEST:</b>  By: _____	This instrument is approved as to form and legal sufficiency.  _____ Town Attorney



<b>TOWN OF WAKE FOREST</b>  By: _____	This instrument has been preaudited in the manner required by The Local Government Budget and Fiscal Control Act.  _____ Finance Director Town of Wake Forest, North Carolina
<b>ATTEST:</b>  By: _____	This instrument is approved as to form and legal sufficiency.  _____ Town Attorney

<b>CITY OF DURHAM</b>  By: _____	This instrument has been preaudited in the manner required by The Local Government Budget and Fiscal Control Act.  _____ Finance Director City of Durham, North Carolina
[Seal]  <b>ATTEST:</b>  _____ Clerk	This instrument is approved as to form and legal sufficiency.  _____ City Attorney





## Legislation Details (With Text)

**File #:** 16-553

**Type:** Regular Item      **Status:** Agenda Ready  
**In control:** Community Services

**On agenda:** 12/5/2016      **Final action:**

**Title:** Appropriate \$410,565 in Partnership with the Triangle Land Conservancy and the City of Raleigh to Acquire Approximately 40 Acres of Open Space Adjacent to Lake Benson

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Ral TLC Partnership Liles Item Summary](#)  
[Liles Property Presentation](#)  
[Liles Site Map.pdf](#)  
[Liles Area Map.pdf](#)  
[Liles Appraisal Summary 2016 01 27.pdf](#)  
[Ral TLC Partnership Liles Funding Agreement FINAL.pdf](#)  
[Budget Memo - FY 2017 Open Space](#)

Date	Ver.	Action By	Action	Result
12/5/2016	1	Board of Commissioners	accepted	

Appropriate \$410,565 in Partnership with the Triangle Land Conservancy and the City of Raleigh to Acquire Approximately 40 Acres of Open Space Adjacent to Lake Benson

**That the Board of Commissioners:**

- 1. Approves and authorizes the County Manager to sign a funding agreement with the Triangle Land Conservancy (TLC) for the acquisition of approximately 40 acres of open space adjacent to Lake Benson pursuant to terms and conditions acceptable to the County Attorney;**
- 2. Appropriates \$410,565 in open space funds for the acquisition; and**
- 3. Accepts a conservation easement from the TLC covering the acquisition**



The Liles properties were recently appraised at \$892,000 or \$22,189 per acre. The 40-acre acquisition is being offered at the bargain sale price of \$799,930, or \$20,000 per acre. The total acquisition price is \$825,830 which includes all due diligence costs; funding for the acquisition is coming from three sources:

Upper Neuse Clean Water Initiative (City of Raleigh)	\$411,215
Wake County	\$410,565
Conservation Fund	\$ 4,050
Triangle Land Conservancy	<u>\$ 0</u>
Total	\$825,830

TLC has requested the amount of \$17,682 directly from the landowner to be added to TLC's land stewardship endowment. This amount would be paid outside closing by the landowner.

The City of Raleigh approved their portion of the funding on June 7th, 2016.

The Open Space and Parks Advisory committee reviewed this acquisition at its September 26, 2016 meeting and recommended it move forward for Board of Commissioner consideration.

**Attachments:**

1. Presentation
2. Site Map
3. Swift Creek Area Map
4. Appraisal Summary
5. Funding Agreement
6. Budget Memo



# 2015 Open Space Acquisitions

City of Raleigh / Triangle Land Conservancy Partnership  
- Liles Property





# Open Space Preservation Program

**Purpose – to protect and conserve County land and water for current residents and future generations**

**Land that would...**

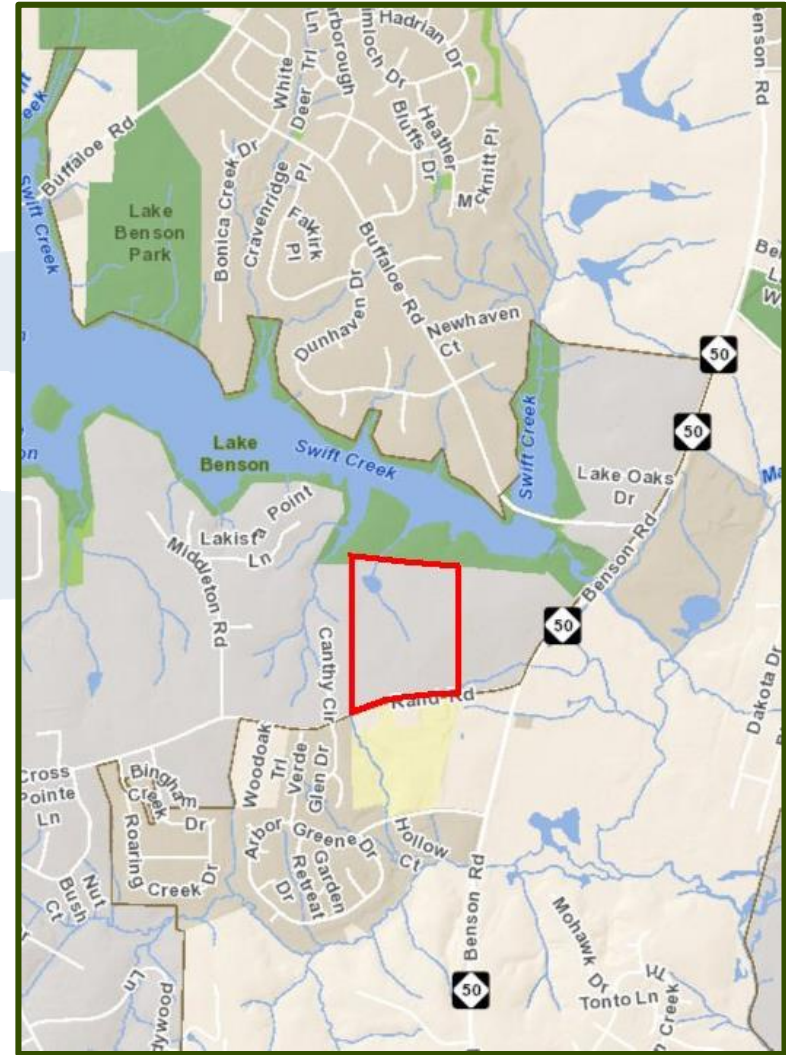
- ✓ **Preserve natural resources, wildlife habitat, and historical and cultural properties;**
- ✓ **Protect forest and farm land, scenic landscapes, riparian corridors and water quality;**
- ✓ **Provide venues for outdoor recreation.**





# Liles Property

- 2015 Request for Projects (RFP) Process
- 40 acres of a larger 43 acre property
- Swift Creek Watershed
- Adjacent to City property at Lake Benson





# Liles Property

- Water quality benefits in Lake Benson and Swift Creek
- Size = 40 acres
  - Appraisal \$892,000
  - Sale Price \$799,930
  - Project Cost \$825,830
- Wake participation \$410,565 or 49.7% of Project Cost





# Liles Property – Acquisition Notes

- **Wake County – \$410,565**

**Conservation Easement**

- **City of Raleigh's Upper Neuse Clean Water Initiative Fund – \$411,215**
- **The Conservation Fund – \$4,050**
- **Triangle Land Conservancy – Fee Simple Ownership**

**Long term stewardship including potential restoration, continued agricultural use, guided tours and educational programs**



# Liles Property – Requested Actions

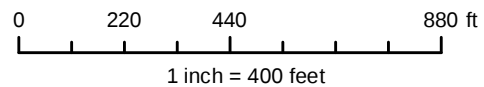
**That the Board of Commissioners:**

- **Approves and authorizes the County Manager to sign a funding agreement with the Triangle Land Conservancy (TLC) for the acquisition of 40 acres of open space adjacent to Lake Benson pursuant to terms and conditions acceptable to the County Attorney;**
- **Appropriates \$410,565 in open space funds for the acquisition; and**
- **Accepts a conservation easement from the TLC covering the acquisition.**



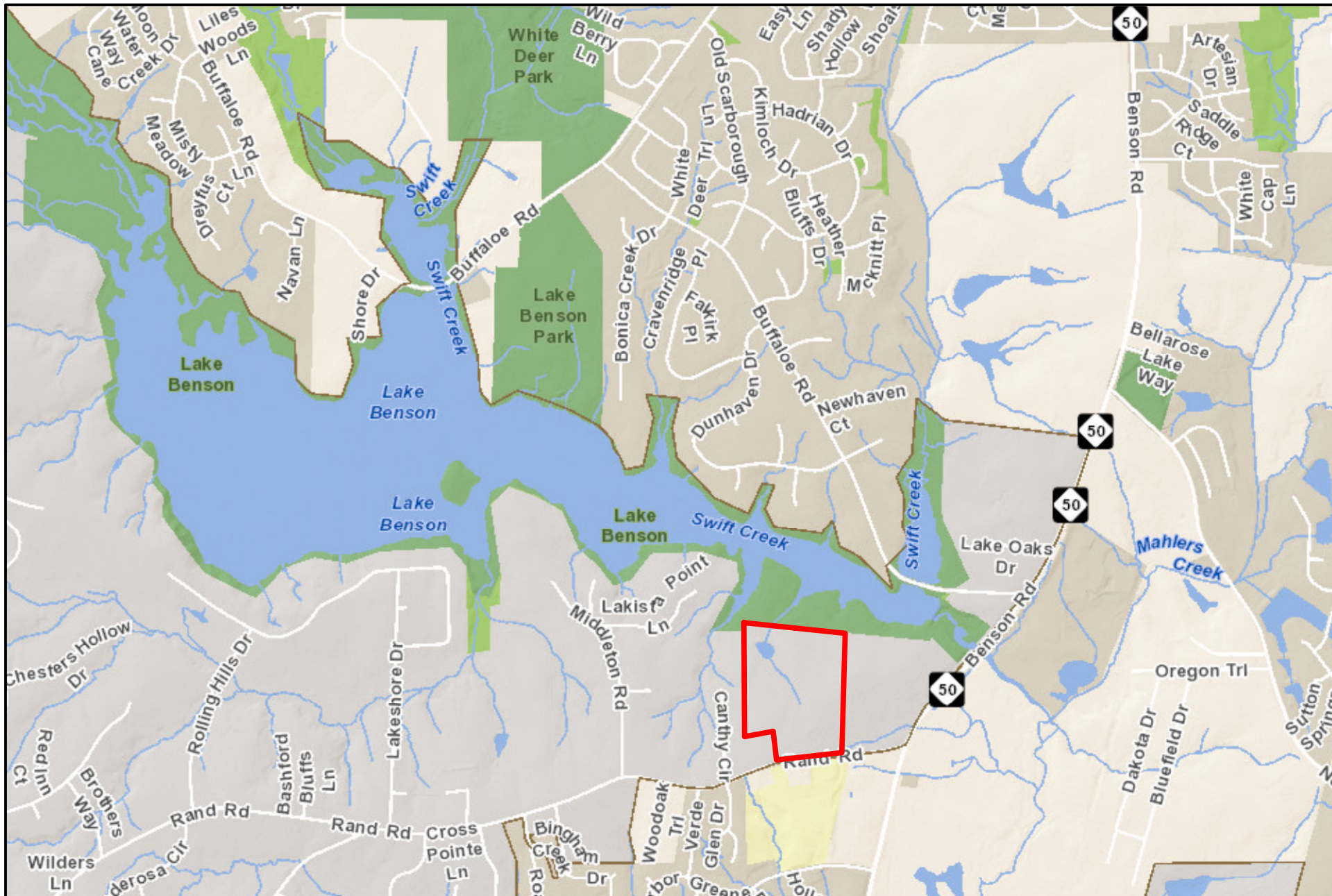


**Liles Acquisition Site Map**

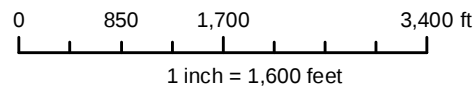


**Disclaimer**  
 iMaps makes every effort to produce and publish the most current and accurate information possible. However, the maps are produced for information purposes, and are **NOT** surveys. No warranties, expressed or implied, are provided for the data therein, its use, or its interpretation.





**Liles Acquisition Area Map**



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B. CARTER KENNEMUR, CCIM  
REAL ESTATE APPRAISER AND CONSULTANT

Mr. Bill Hollman  
c/o Mr. David Proper  
The Conservation Fund  
Post Office Box 271  
Chapel Hill, North Carolina 27514

January 27, 2016

Re. Appraisal services for Martha B. Liles property, 40.2 +/- acres located along Rand Road,  
Garner, North Carolina

Dear Sirs:

As requested, I have examined and appraised the property described above. This appraisal has been prepared for the use of The Conservation Fund, for the purpose of estimating the fee simple market value of the subject property, as of the appraisal date, to assist in a decision making process. All information pertaining to the subject property is based on an inspection and information gathered from current ownership and public records.

This report has been prepared in conformity with the Standards of Professional Appraisal Practice set forth by the Appraisal Standards Board of the Appraisal Foundation, and is transmitted as an Appraisal Report.

As a result of my investigation, I have estimated the market value of the fee simple estate of the subject property, excluding any crop allotment which may exist, subject to all assumptions and limitations as specifically provided within the narrative report, to be:

EIGHT HUNDRED NINETY TWO THOUSAND DOLLARS  
(\$892,000)

The following report presents the data and analysis along with the other material on which the estimate of value was predicated. The estimated present value is considered to be the most probable selling price reasonably obtainable, with a marketing time not to exceed 12 months under present economic conditions. Please feel free to contact me should you have any questions concerning these values.

Sincerely,

*B. Carter Kennemur*

B. Carter Kennemur  
Certified General  
Real Estate Appraiser





## SUMMARY OF SALIENT FACTS AND CONCLUSIONS

<i>Effective Date of Appraisal:</i>	January 20, 2016
<i>Property Identification:</i>	40.2 +/- acres of land located along Rand Road Wake County, North Carolina
<i>Highest and Best Use:</i>	Residential & Agricultural Use
<i>Total Size:</i>	40.2 +/- acres
<i>Shape:</i>	Irregular
<i>Frontage/Access:</i>	800' +/- along Rand Road, according to tax maps.
<i>Topography/Drainage:</i>	Rolling. Drainage appears adequate. One small farm pond is located on the property.
<i>Utilities:</i>	Public electricity and telephone.
<i>Zoning:</i>	R-80W, R-40W, & HD by Wake County
<i>Easements/Encroachments:</i>	None noted.
<i>Surrounding Land Usage:</i>	Residential, agricultural & school uses.
<i>Street Improvements:</i>	Private unpaved paths.
<i>Building Improvements:</i>	None noted.
<i>Proposed Development:</i>	Residential & Agricultural Uses
<i>Value Indicators:</i>	
<i>Cost Approach to Value</i>	Not Applicable
<i>Income Approach to Value</i>	Not Applicable
<i>Market Approach to Value</i>	\$892,000



STATE OF NORTH CAROLINA  
COUNTY OF WAKE

FUNDING AGREEMENT

This Funding Agreement entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the County of Wake ("Wake County") and the Triangle Land Conservancy, a North Carolina non-profit organization ("TLC").

WITNESSETH:

WHEREAS, TLC has identified and contracted to purchase (the "Contract") that certain approximately 39.9965 acre tract or parcel of land in Wake County, North Carolina ("Subject Property"), made up of the majority of four (4) parcels of real property commonly known as the Liles Tract, Wake County Parcel Identification Numbers 1619-35-1091, 1619-35-4273, 1619-35-7184, and 1619-45-1104, more particularly described on **Exhibit A** attached hereto and incorporated herein; and

WHEREAS, the Subject Property and TLC's intended use of the Subject Property meet Wake County's open space criteria and qualify for the use of funds from the Wake County Open Space Preservation Program; and

WHEREAS, subject to the terms and conditions herein, TLC has requested and the County agrees to the expenditure of funds from the Wake County Open Space Preservation Program in order to acquire a conservation easement on the Subject Property (the "Acquisition") which shall ensure conservation of open space, the protection of water quality, wildlife habitats, and scenic areas.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, Wake County and TLC agree as follows:

**ARTICLE I**

**Purpose, Amount of Funding, and Ownership**

1.1 Purpose. The purpose of this agreement is to provide for the Acquisition of the Subject Property for the conservation of open space in Wake County. A description of the Subject Property is attached hereto as **Exhibit "A"**.

1.2 Purchase Price/Amount of Funding. The agreed upon purchase price of the Subject Property is Seven Hundred Ninety Nine Thousand Nine Hundred Thirty Dollars (\$799,930.00). TLC intends to acquire the Subject Property with the following funds:

City of Raleigh (Upper Neuse Clean Water Initiative Funds)	\$399,965
Wake County	<u>\$399,965</u>
Total	\$799,930



Subject to the availability of funds, approval by the Board of Commissioners and meeting the terms and conditions of this Agreement prior to Closing, the County agrees to provide to TLC the above referenced amount of Three Hundred Ninety Nine Thousand Nine Hundred Sixty Five Dollars (\$399,965.00) from funds dedicated to the Wake County Open Space Preservation Program ("Funds") to apply to the purchase of the Subject Property.

1.3 Ownership. TLC shall purchase fee simple title to the Subject Property as approved by Wake County. The conveyance of the Subject Property shall be contingent on the immediate recordation of the Deed of Conservation Easement granted to Wake County in the form attached hereto as **Exhibit "B"**, and subject to other encumbrances as set forth in the Contract and reflected on that Commitment for Title Insurance issued by Metro Title (the "Title Company").

## **ARTICLE II**

### **Conditions of Funding**

2.1 TLC agrees that any funds received pursuant to this Agreement shall be used exclusively for the Acquisition of the Subject Property to be used in perpetuity for open space. TLC will apply all Funds received from the County pursuant to this Agreement for up to fifty percent (50%) of raw land costs of the Subject Property. "Raw land cost" is defined as the actual cost of the unimproved land, which shall not include any other expenses related to acquisition or closing. In addition to the Funds, Wake County also approves the funding of fifty percent (50%) of closing costs, including but not limited to attorneys' fees, title premiums, appraisal fees, survey fees, and environmental engineering fees. The combined total of Wake County's contribution to such closing costs shall not exceed \$10,600.00 ("Closing Cost Contribution") as set forth on Exhibit D. No other funds from Wake County shall be required for other expenses related to acquisition or closing.

2.2 Should TLC fail to use the Funds to purchase the Subject Property, or if the Subject Property is not subject to the recorded Deed of Conservation Easement to Wake County in the form shown on **Exhibit "B"** at the time TLC takes fee simple title to the Subject Property, or if the Deed of Conservation Easement is inconsistent with any recorded restriction affecting the Subject Property, then TLC will return the Funds to the County in a sum equal to all monies actually paid under this Agreement by County to TLC within 30 days of TLC's receipt of demand from the County. TLC authorizes its closing attorney for this transaction to accept and disburse Funds in accordance with the escrow instructions to be delivered to TLC by the County in substantially the form shown on **Exhibit "C"** ("Escrow Instructions").

## **ARTICLE III**

### **Conditions Precedent to Disbursement**

3.1 The County shall disburse funds for the Acquisition of the Subject Property only after all of the following items have been delivered to and approved by the County as satisfactory in form and substance:



- a. Purchase Agreement and Assignment. A copy of the fully executed Contract and Assignment which sets forth the terms of the Acquisition.
- b. Proposed Deed. A copy of the proposed Special Warranty Deed (the "**Deed**") or other instrument of conveyance, which indicates the TLC's ownership and possession of fee simple title, free and clear of any liens, charges or encumbrances that would materially affect the use of the Subject Property as set forth in this Agreement as open space, but subject to Permitted Encumbrances.
- c. Proposed Deed of Conservation Easement. A copy of the Deed of Conservation Easement ("Conservation Easement") showing the County as grantee in form satisfactory to the County.
- d. Proposed Recombination Plat. A copy of the Recombination Plat that will be recorded prior to closing, recombining the Subject Property into a single tax lot, in form satisfactory to the County.
- e. Legal Description. A legal description of the Subject Property based on the Recombination Plat.
- f. Title Insurance Binder. A standard ALTA title insurance binder, with a policy to be delivered after closing ("Title Policy"), insuring TLC as Purchaser of the Subject Property from the Title Company without exception as to matters of survey: (a) providing coverage for the full principal amount of the funds used to purchase the Subject Property; (b) including title exceptions and (c) including insurance of all appurtenant easements, if any. The closing and/or title attorney shall provide this documentation to TLC.
- g. Title Exceptions. Copies of all recorded documents creating exceptions to the Title Policy. The closing and/or title attorney shall provide this documentation to TLC.
- h. Survey. A full-sized copy of a complete and accurate survey of the Subject Property made within 60 days prior to the Closing of the Acquisition. The survey shall depict a metes and bounds description. The survey shall be in accordance with the latest version of NCAC Title 21 Chapter 56.1600 "Standards for Practice of Land Surveying in North Carolina"; in particular Paragraph 21-56.1602(g). The survey shall depict any and all Property Identification Number(s) (PIN). The survey shall specify the length of any boundaries that the Subject Property shares with surface waters.
- i. Appraisal. Appraisal(s) of the value of the Subject Property to be purchased, satisfactory to the County, performed by an independent certified appraiser acceptable to the County which reflects that TLC did not pay in excess of a current fair market value for the Subject Property. The County acknowledges that the appraisal dated January 27, 2016, performed by B. Carter Kennemur, CCIM, is satisfactory for this purpose, subject to the appraiser updating the appraisal and confirming that the value has not decreased at or near the time of purchase. TLC shall provide an appraisal to the County updated within sixty (60) days prior to Closing.
- j. Environmental Report. A Phase I Environmental Site Assessment report regarding the environmental condition of the Subject Property, updated within sixty (60) days prior to Closing, satisfactory to the County. The Phase I Environmental Site Assessment shall be performed by a qualified consultant acceptable to the County and shall conform to the requirements of the latest version of ASTM Standard E-1527. Matters of concern



identified in the report shall be addressed by TLC in a letter to the County, stating TLC's method of and schedule for remedy for each matter of concern. The County reserves the right to require TLC to remedy any concerns prior to tendering the funds for Closing.

- k. Taxes. Evidence that the ad valorem taxes have been paid through the year prior to the year in which the Acquisition is to take place under this Agreement, and information as to tax parcel identification numbers, tax rates, estimated tax values and the identities of the taxing authorities. Any deferred taxes due or payable at the time of Closing shall be satisfied prior to or at Closing by the Seller or TLC, as agreed between those parties. No taxes shall be paid with funds from Wake County.
- l. Seller's Affidavit. An affidavit signed and acknowledged by the Seller, that to the best of its knowledge: (a) the Subject Property described herein is in material compliance with all federal, state and local environmental laws and regulations, and (b) as of the date hereof there are no hazardous materials, substances, wastes or other environmentally regulated substances, including, without limitation, any materials containing asbestos, located on, in or under the Subject Property or used in connection therewith, and that there is no environmental condition existing on the Subject Property that may prohibit or impede use of the Subject Property for the purposes set forth in this Agreement. Said affidavit shall be delivered to TLC prior to Closing.
- m. Authorization Documents. Authorization from TLC's governing board for TLC to 1) enter the Contract for the Acquisition of the Subject Property 2) enter this Funding Agreement and perform the functions and obligations set out in this Agreement 2) appropriate the funding necessary to perform the terms and conditions of the Contract and 3) convey the Conservation Easement to the County.
- n. Balance of Funds. Proof of availability of the balance of funds required to fund the full Purchase Price of the Subject Property, including an acknowledgement from the City of Raleigh that TLC has met or is expected to meet all funding requirements.
- o. Compliance with Laws. Evidence satisfactory to the County that the Subject Property and its intended uses are, and will continue to be, in compliance with all applicable laws, regulations and ordinances, including without limitation, land use, health and environmental protection laws.

3.2 Funding Commitment Expires after 1 year. The Conditions Precedent to Disbursement as set forth in Article III must be met within one year of the date of the last signature to this Funding Agreement; or this Funding Agreement and the funding commitment of Wake County outlined herein shall automatically terminate.

#### **Article IV** **Affirmative Covenants**

4.1 Right of Entry and Inspection. TLC shall permit representatives of the County to visit the Subject Property and to review the activities of TLC pursuant to this Agreement, including books and records in any way related to this Agreement or the use of the Funds to acquire the



Subject Property, at all reasonable times and with seven (7) days advance notice.

4.2 Right to Approve Plans. TLC shall provide representatives of the County with advance notice of any plans for intended construction or improvement(s) to the portion of the Subject Property located in Wake County for the purpose of the County determining that the proposed construction or improvements do not violate any restrictions of this Agreement or the Conservation Agreement in place. TLC shall not proceed with such plans without the written approval of the County that the proposed construction or improvements do not violate any restrictions of this Agreement or the Conservation Agreement in place.

4.3 Retention, Operation, Maintenance and Use. TLC agrees to carry out the Acquisition of the Subject Property as approved by the County. The Subject Property description, purpose, and budget, and accompanying or related plans and maps (the "Plans") submitted to the County by TLC are the foundation of this Agreement. Only changes to the Plans that are deemed non-material in type as determined by County may be made without the consent of the Board of Commissioners. Subject Property acquired, developed or improved with Funds from the County shall be used for and maintained exclusively as open space and used only for passive recreation or maintenance of water quality consistent with the terms of the Deed of Conservation Easement.

4.4 Non-Discrimination. Subject Property acquired, developed or improved for public use with County funding that is open for entry and use by the public shall be open to entry and use equally by all persons, regardless of race, color, creed, national origin, or residence, subject to reasonable published rules governing use of the Subject Property consistent with this Agreement.

4.5 Signage. TLC agrees that the County may post visible signs (consistent with County's Open Space signage plan) along boundaries of the Subject Property that acknowledges participation of the County in the Project.

4.6 Publicity. To the extent possible, TLC will use reasonable efforts to appropriately publicize the Project's open space and water quality benefits to the general public, local government and state representatives, including the role of the County in the funding the project. At least ten (10) days prior to any planned event celebrating the opening of a nature center or nature preserve on the Subject Property, TLC shall notify the Public Information Officer of the County of the event.

4.7 Conflicts of Interest. TLC, as a non-profit corporation, shall at all times comply with its conflict of interest policy.

4.8 Additional Requirements. TLC shall comply with all laws, including legal requirements, applicable to the use of the Property and the County Funds as identified by the County.

4.9 Closing Documentation. TLC shall, within 30 days of the Closing, provide to the



County copies of the recorded deed, the recorded Deed of Conservation Easement to Wake County, the recorded Memorandum of Agreement, and any and all other executed documents recorded in connection with this transaction, the signed closing statement with attached schedule of disbursements, and all other material documents that the closing attorney prepared or received at Closing.

4.10 Project Audit. TLC agrees that the County shall have the right to audit the books and records of TLC pertaining to this Agreement or Amendments hereto both prior to the Closing and for thirty six (36) months after the Closing or the completion or termination of the Contract or any amendments hereto. TLC shall retain complete accounting records including original invoices, contracts, or other documents clearly showing the nature of all costs incurred under this Agreement, for that same period of time.

## **ARTICLE V**

### **Representations and Warranties**

5.1 In order to induce the County to enter into this Agreement and to provide the funds as herein provided, TLC makes the following representations, warranties and covenants, which shall remain in effect after the execution and delivery of this Agreement and any other documents required hereunder, any inspection or examinations at any time made by or on behalf of the County, and the purchase of the Subject Property by TLC:

- a. No Actions. There are no actions, suits, or proceedings pending, or to the knowledge of TLC threatened against or affecting TLC before any court, arbitrator, or governmental or administrative body or agency, which might affect TLC's ability to observe and perform its obligations under this Agreement.
- b. Validity of Documents. Upon execution and delivery of items required hereunder, to the best of TLC's knowledge, this Agreement and the other documents and items required hereunder will be valid and binding agreements, enforceable in accordance with the terms thereof.
- c. No Untrue Statements. To the best of TLC's knowledge, neither this Agreement nor any information, certificate, statement, or other document furnished by TLC in connection with this Agreement, contains any untrue statement of a material fact or omits disclosure of a material fact which affects the Subject Property, the Conservation Easement or the ability of TLC to perform this Agreement.
- d. Environmental Condition of Subject Property. TLC warrants, represents and covenants to the County that to the best of its actual knowledge: (a) the Subject Property is and at all times hereafter will continue to be in full compliance with all federal, state and local environmental laws and regulations, and (b) as of the date hereof there are no hazardous materials, substances, wastes or other environmentally regulated substances (including, without limitation, any materials containing asbestos) located on, in or under the Subject Property or used in connection therewith, and that there is no environmental condition existing on the Subject Property that may prohibit or impede use of the Subject Property



for the purposes set forth in this Agreement or the Deed of Conservation Easement, and TLC will not allow such uses or conditions; subject to any matters that may be disclosed in the Environmental Assessment (if any) (c) there are no environmental conditions that have been discovered since the performance of the Environmental Assessment that would adversely affect the intended use of the Subject Property . TLC warrants that the trash or debris reflected in Purchaser's Phase I assessment have been removed from the Property.

- e. Access. TLC warrants that, as of the date of this Agreement, there is legal public access to the Subject Property from a public roadway, although it may be pedestrian access. TLC acknowledges that the Access is for the public benefit and safety moving in and out of the public space due to increase in size and traffic count, and that TLC shall not take any action to diminish the Access, although it may be improved.

## **ARTICLE VI**

### **Events of Default**

6.1 The happening of any of the following, after the expiration of any applicable cure period without the cure thereof, shall constitute an event of default by TLC of its obligations to the County and shall entitle the County to exercise all rights and remedies under this Agreement and as otherwise available at law or equity:

- a. Subject Property Unsuitable. A determination by the County, prior to the Closing of the Acquisition that the Subject Property is unsuitable for the purpose for which this Agreement is made.
- b. Use Unsuitable. The Subject Property is used in a manner materially inconsistent with the purposes of this Agreement.
- c. Default in Performance. The default by TLC in the observance or performance of any of the terms, conditions or covenants of this Agreement; provided, however, that no such default shall occur until TLC has been given written notice of the default and the conditions constituting the default remain uncured at the expiration of the thirty (30) days period after the date of the notice.
- d. Misrepresentation. If any representation or warranty made by TLC in connection with this Agreement or any information, certificate, statement or report heretofore or hereafter made shall be untrue or misleading in any material respect at the time made.
- e. Eligibility of TLC. If TLC ceases to be qualified to receive funding required for the Closing of the Acquisition or the obligations under this Agreement or is dissolved or otherwise ceases to exist.

## **ARTICLE VII**

### **Rights and Remedies of the County**

7.1 If an Event of Default shall occur, the County shall have the following rights and



remedies, all of which are exercisable at the County's sole discretion, and are cumulative concurrent, and independent rights:

- a. Default Prior to Closing. If any Event of Default occurs prior to closing, the County may, at its discretion, suspend and/or terminate all obligations of the County hereunder.
- b. Default Subsequent to Closing. If an Event of Default occurs subsequent to Closing, the County may, at its discretion elect to suspend and/or terminate all obligations of the County hereunder and TLC shall immediately refund to the County all Funds, in a sum equal to all monies previously paid to TLC under this Agreement.
- c. Non-waiver. No delay, forbearance, waiver, or omission of the County to exercise any right, power or remedy accruing upon any Event of Default shall exhaust or impair any such right, power or remedy or shall be construed to waive any such Event of Default or to constitute acquiescence therein. Every right, power and remedy given to the County may be exercised from time to time and as often as may be deemed expedient by the County.

## **ARTICLE VIII**

### **Miscellaneous**

8.1 Modification. This Agreement may be rescinded, modified or amended only by written agreement executed by all parties hereto.

8.2 No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the County and TLC, and their respective successors and assigns. There shall be no third party beneficiaries to this Agreement.

8.3 Further Assurance. In connection with and after the disbursement of funds under this Agreement, upon the reasonable request of the other party, the parties hereto shall execute, acknowledge and deliver or cause to be delivered all such further documents and assurances, and comply with any other requests as may be reasonably required by the requesting party or otherwise appropriate to carry out and effectuate the funding contemplated by this Agreement.

8.4 ADA Compliance. The Americans with Disabilities Act 1990 as it may be amended from time to time, and the rules and regulations promulgated in connection therewith (the "ADA") makes it unlawful to discriminate in employment against a qualified individual with a disability and outlaws discrimination against individuals with disabilities in State and local government services and public accommodations. TLC agrees to make reasonable efforts to comply with, and agrees to make reasonable efforts to cause its principals and subcontractors to comply with, the ADA as it relates to its employment practices.

8.5 Assignment. The terms hereof shall be binding upon and inure to the benefit of the successors, assigns, and personal representatives of the parties hereto; provided, however, that



prior to Closing, TLC may not assign this Agreement or any of its rights, interests, duties or obligations hereunder or any funds or other moneys to be advanced hereunder in whole or in part without the prior written consent of the County, which may be withheld for any reason and that any such assignment (whether voluntary or by operation of law) without which said consent shall be void. After closing, and in the event that TLC conveys its fee simple interest as may be permitted pursuant to the Conservation Easement, TLC shall assign its rights, interests, duties and obligations hereunder to the grantee of its interest, and TLC shall automatically be released from all obligations, liabilities, or covenants under this Agreement that occurring after the date of the assignment.

8.6 No Partnership, Joint Venture, or Agency. This Agreement shall not in any way be interpreted or construed as making the County a partner or joint venture with TLC, nor making TLC an agent or representative of the County. TLC agrees that neither it nor its agents or employees are or shall be agents or employees of the County. In no event shall the County be liable for debts or claims accruing or arising against TLC.

8.7 Indemnity. TLC agrees, to the fullest extent permitted by law, to release, defend, protect, indemnify and hold harmless the County, employees and agents against claims, losses, liabilities, damages, and costs, including reasonable attorney fees, which result from or arise out of damages or injuries to persons or property caused by the negligent acts or omissions of TLC, its employees, or agents in use or management of the Subject Property. The obligations under this Section are independent of all other rights or obligations set forth herein. This indemnity shall survive the disbursement of the Funds, as well as any termination of this Agreement.

8.8 Governing Law, Construction and Jurisdiction. This Agreement and the other Documents and all matters relating thereto shall be governed by and construed and interpreted in accordance with the laws of the State of North Carolina, notwithstanding the principles of conflicts of law. The headings and section numbers contained herein are for reference purposes only. The terms of this Agreement shall be construed according to their plain meaning, and not strictly construed for or against either party hereto. TLC hereby submits to the jurisdiction of the State and Federal courts located in North Carolina and agrees that the County may, at its option, enforce its rights under this Agreement in such courts. The parties hereto intend this document to be an instrument executed under seal. The County and any party that is an individual, partnership or limited liability company hereby adopts the word "SEAL" following his/her signature and the name of the County or partnership or limited liability company as his/her/its legal seal.

8.9 Notices. All notices, requests or other communications permitted or required to be made under this Agreement or the other documents contemplated by this Agreement shall be in writing, signed by the party giving such notice to the address set forth below, and shall be given three (3) business days following the date when deposited in the mail, postage prepaid, registered or certified mail, return receipt requested, to the other party hereto at the address indicated below or such other addresses as such party may establish in writing to the other



party in the manner provided hereunder for notices:

If to the County:

Wake County  
Parks, Recreation and Open Space Director  
P.O. Box 550  
Raleigh, NC 27602

If to TLC:

Triangle Land Conservancy  
514 South Duke Street  
Durham, NC 27701

8.10 Additional Remedies. Except as otherwise specifically set forth herein, the rights and remedies provided hereunder shall be in addition to, and not in lieu of, all other rights and remedies available in connection with this Agreement.

8.11 Survivorship. Where any representations, warranties, covenants, indemnities or other provisions contained in this Agreement by its context or otherwise, evidences the intent of the parties that such provisions should survive the closing or termination of this Agreement, the provisions shall survive the closing or any termination. Without limiting the generality of the foregoing, the parties specifically acknowledge and agree that the provisions of Articles III, IV, V, VI, and VII shall survive the Closing, as well as any termination of this Agreement.

8.12 Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. All recitals, exhibits, schedules and other attachments hereto are incorporated herein by reference.

[This space left blank intentionally.]



IN WITNESS WHEREOF, the undersigned have executed this Agreement under seal through their duly authorized representatives, to be effective the day and year first above written.

**COUNTY OF WAKE, NORTH CAROLINA**

By: \_\_\_\_\_  
James K. Hartmann, Wake County Manager

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Frank R. Cope, Community Services Director

Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Scott W. Warren  
Wake County Attorney

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

\_\_\_\_\_  
Wake County Finance Director, or designee

**Triangle Land Conservancy**

By: \_\_\_\_\_  
(Name)  
(Title of Authorized Signatory)

Date: \_\_\_\_\_

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

\_\_\_\_\_  
Finance Director, or designee



**Exhibit A**  
Legal Description

BEING all of New Lot 2, containing approximately 39.9965 acres, as shown on map entitled "Recombination Map: Liles Property (Previously recorded in Book of Maps 2003, Pages 1385 and 206)" prepared by Sullivan Surveying and recorded in Book of Maps 2016, Page 2015, Wake County Registry, reference to which is hereby made for a more accurate description by metes and bounds.



**Exhibit B**  
Deed of Conservation Easement

[To be attached]



Prepared by: Nicole S. Loeffler of Manning Fulton & Skinner, P.A. P.O. Box 20389, Raleigh, NC 27619  
Return to: Grantee, 514 South Duke Street, Durham, NC 27701

Excise Tax: \$0.00 (charitable donation)

TAX PIN: \_\_\_\_\_

**NORTH CAROLINA  
WAKE COUNTY**

**DEED OF CONSERVATION EASEMENT  
[Liles- Lake Benson]**

This Deed of Conservation Easement (the "Conservation Easement") is made this \_\_\_\_ day of \_\_\_\_\_, 2016 by and between Triangle Land Conservancy, whose address is 514 South Duke Street, Durham, NC 27701 (the "Grantor") and Wake County, whose address is c/o Parks, Recreation and Open Space Director, P.O. Box 550, Raleigh, NC 27602 (the "Grantee").

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors and assigns, and shall include singular, plural, masculine, feminine or neutral pronouns as required by context.

**RECITALS**

A. Grantor is the sole owner in fee simple of that certain approximately 39.9965 acre tract or parcel of land in Wake County, North Carolina, more particularly described on **Exhibit A** attached hereto and incorporated herein, together with improvements thereon as more particularly described herein or in the BDR as defined herein (the "Property"). Grantor has agreed and desires to set aside and convey to Grantee a conservation easement in and affecting the Property, as depicted on that plat of survey recorded in Plat Book \_\_\_\_\_, Pages \_\_\_\_\_, Wake County Registry (the "Survey").

B. Grantee is a governmental unit and political subdivision of the State of North Carolina and as such is a "qualified organization" and eligible donee within the meaning of Section 170(h)(3) of the Internal Revenue Code and regulations promulgated thereunder, is authorized by the laws of the State of North Carolina to accept, hold and administer interests in land including conservation easements, and is willing to accept this Conservation Easement under the terms and conditions hereinafter described.



C. It is the purpose of this Conservation Easement to protect the outstanding open space, agricultural, forestry, and wildlife values (collectively, the "Conservation Values"), including its significant undeveloped natural area and its "relatively natural habitat for fish, wildlife, or plants or similar ecosystem" as that phrase is used in Section 170(h)(4)(A) (ii) of the Internal Revenue Code, and its scenic open space, the development of which would impair the natural, scenic, historic, rural and open space character of the Property and its surrounding area. Moreover, the Property has significant forested acreage in the Swift Creek Watershed and contributes to the requirement by the State of North Carolina of a basin-wide management plan for the Neuse River for the purpose of protecting water quality, public water supply, significant wetlands and natural areas within that watershed.

D. The characteristics and specific conservation values of the Property, and its current use and state of improvement, are described in a report entitled "Lake Benson Baseline Documentation Report", prepared by Grantee with the cooperation of Grantor and acknowledged by the parties to be accurate as of the date of this Conservation Easement (the "BDR"). A copy of the BDR will remain on file in the office of the Grantee and will be used to assure that the terms and conditions of the Conservation Easement are fulfilled and that any future changes in the use of the Property will be consistent therewith; provided, however, that the BDR is not intended to preclude the use of other evidence (including, without limitation, surveys and appraisals) to establish the present condition of the Property should a controversy arise over its use or state of improvement.

E. The conservation purposes of this Conservation Easement are recognized by, and the grant of the Conservation Easement will yield significant public benefits and serve, the following clearly delineated governmental conservation policies:

(1) The North Carolina Conservation and Historic Preservation Agreements Act, North Carolina General Statute ("N.C. Gen. Stat.") § 121-34 *et seq.*, which provides for the enforceability of restrictions, easements, covenants or conditions "appropriate to retaining land or water areas predominantly in their natural, scenic or open condition or in agricultural, horticultural, farming, or forest uses;"

(2) The Soil and Water Conservation Districts Law, N.C. Gen. Stat. § 139-2 *et seq.*, which declares "that the farm, forest and grazing lands of the State of North Carolina are among the basic assets of the State and the preservation of these lands is necessary to protect and promote the health, safety and general welfare of its people . . . . It is hereby declared to be the policy of the legislature to provide for the conservation of the soil and soil resources of this State . . . ;"

(3) N.C. Gen. Stat. § 106-583 *et seq.*, which states, "It is declared to be the policy of the State of North Carolina to promote the efficient production and utilization of the products of the soils as essential to the health and welfare of our people and to promote a sound and prosperous agriculture and rural life as indispensable to the maintenance of maximum prosperity;"



(4) N.C. Gen. Stat. §§ 113A-240 and -241, entitled Conservation, Farmland and Open Space Protection and Coordination, which states “The State of North Carolina shall encourage, facilitate, plan, coordinate, and support appropriate federal, state, local, and private land protection efforts so that an additional one million acres of farmland, open space and conservation lands in the State are permanently protected by December 31, 2009;”

(5) Sections 1238 H and 1238 I of the Food Security Act of 1985, as amended, which authorizes the Farm and Ranchland Protection Program, administered through the United States Department of Agriculture, Natural Resources Conservation Service, which provides funds for the acquisition of Conservation Easements or other interests in prime, unique, or other productive soils for the purpose of limiting conversion to nonagricultural uses of that land;

(6) Article 14 Section 5 of the North Carolina State Constitution which states “It shall be the policy of this State to conserve and protect its lands and waters for the benefit of all its citizenry, and to this end it shall be a proper function of the State of North Carolina and its political subdivisions to acquire and preserve park, recreational, and scenic areas, to control and limit the pollution of our air and water, to control excessive noise, and in every other appropriate way to preserve as a part of the common heritage of this State its forests, wetlands, estuaries, beaches, historical sites, open lands, and places of beauty;”

(7) The special use assessment of farm and forest lands set forth in N.C. Gen. Stat. § 105-277.2 *et seq.* and of historic properties set forth in N.C. Gen. Stat. § 105-278; and

(8) The Endangered Species Act, 16 U.S.C. § 1531 *et seq.*, which provides a program for the conservation of threatened and endangered plants and animals and the habitats in which they are found.

F. Grantor and Grantee have the common purpose of conserving the above-described Conservation Values of the Property in perpetuity, and the State of North Carolina has authorized the creation of Conservation Easements pursuant to the terms of the North Carolina Conservation and Historic Preservation Agreements Act, N.C. Gen. Stat. § 121-34 *et seq.* Grantor and Grantee wish to avail themselves of the provisions of the foregoing law.

**NOW, THEREFORE,** Grantor, for and in consideration of the facts recited above and of the mutual covenants, terms, conditions and restrictions contained herein and as an absolute and unconditional gift, hereby gives, grants and conveys unto Grantee, its successors and assigns, forever and in perpetuity for the benefit of the people of North Carolina, a Conservation Easement of the nature and character and to the extent as hereinafter set over the Property, together with the right to preserve and protect the Conservation Values thereof and the right of access to the Property for the purposes granted herein.

## 1. PURPOSE



The purposes of this Conservation Easement are: (1) to assure, subject to the reservations herein set out, that the Property will be retained forever predominantly in its natural, scenic, rural, forested, agricultural, and open space condition; (2) to protect and maintain high quality water resources (including the waters of the Neuse River Basin), agricultural soils, native plants, animals, and plant communities on the Property, while allowing traditional uses on the Property that are compatible with and not destructive of the Conservation Values of the Property such as timber harvesting, grazing, agriculture, hunting, and other similar recreational use; and (3) to prevent any use of the Property that will significantly impair or interfere with the Conservation Values or interests of the Property. The goal is to allow long-term responsible management of forest and agricultural resources in a manner that does not compromise water quality, wildlife habitat, unique plant communities or other cultural, historic or natural resource values on the Property.

Grantor will not perform, nor knowingly allow others to perform, any act on or affecting the Property that is inconsistent with the purposes of this Conservation Easement. All rights reserved by Grantor are considered to be consistent with the conservation purposes of this Conservation Easement and require no notification to or approval by Grantee unless expressly provided for hereunder. However, unless otherwise specified below, nothing in this Conservation Easement shall require Grantee to take any action to restore the condition of the Property after any act of God or other event over which Grantor had no control. Grantor understands that nothing in this Conservation Easement relieves them of any obligation or restriction on the use of the Property imposed by law.

## 2. PROPERTY USES

Grantor reserves to itself, its personal representatives, heirs, successors and assigns, all rights accruing from its ownership of the Property, including the right to engage in, or permit or invite others to engage in, all uses of the Property that are not expressly prohibited herein and are not inconsistent with this Conservation Easement. Any activity on, or use of, the Property inconsistent with the purposes of this Conservation Easement is prohibited. The Property shall be maintained in its natural, scenic and open condition and restricted from any development that would significantly impair or interfere with the Conservation Values of the Property. Without limiting the generality of the foregoing, the following is a list of activities and uses which are expressly prohibited or which are expressly allowed.

### (A) *Forest Management*

Subject to the terms set forth in Section 2(E) below, harvesting of timber, cutting or destruction of trees or other plants, may be allowed with the prior written approval of the Grantee and in accordance with a Forest Management Plan or Harvest Plan as set forth below. Tree or vegetation cutting may be permitted without approval of the Grantee and without a Forest Management Plan to maintain existing trail and road access, cutting for firewood and for the maintenance of fences. Forest management is permitted to generate occasional income from harvest and sale of forest products and to maintain the general health of the forest ecosystem, provided that all timber harvesting shall be



conducted: (1) consistent with the water quality restrictions described in Section 2(E) and outside the Water Quality Buffer Zone as defined in Section 2(E); (2) on a sustainable yield basis; and (3) in accordance with a written Forest Management Plan and Best Management Practices described below.

All forest management activities must be in accordance with a written Forest Management Plan that is prepared by a N.C. registered forester and that is approved by the Grantee at least thirty (30) days prior to any active forestry management or commercial silviculture. The Forest Management Plan must be updated and re-approved by Grantee at least every ten (10) years so long as Grantor wishes to continue to actively manage the forest or harvest forest products. If no forest management activity is intended, a forest management plan is not required, but there shall be no active forest management without an approved Forest Management Plan.

There shall be no active timber harvest without an approved Harvest Plan. A Harvest Plan prepared by a N.C. registered forester must be submitted to the Grantee for its approval at least thirty (30) days prior to any commercial harvest of timber. No commercial silvicultural activity may occur until the Forest Management Plan and a more specific Harvest Plan have been approved in writing by the Grantee.

All forest management and harvest activities shall be conducted in accordance with North Carolina Division of Forest Resources' Best Management Practices guidelines for timber harvest and management as the same may be promulgated by law or regulation in the State of North Carolina and as adopted by the North Carolina organization of professional foresters, and amended from time-to-time.

(B) *Agricultural and Horticultural Use*

Subject to the terms set forth in Section 2(E), agricultural use, horticultural use, and grazing of the Property are permitted provided that all such uses are conducted in a manner not inconsistent with the purposes of this Conservation Easement and provided further that:

(i) Livestock are permitted, but under no circumstances shall there be such use of a size or scope as to constitute an industrial or factory-type agricultural or livestock operation, intensive livestock operations, or animal husbandry, any of which may be characterized by the continuous confinement of livestock in tightly confined environments for the purposes of raising, feeding, and fattening for market; nor shall any slaughtering facilities be allowed;

(ii) All farming operations shall be in accordance with Best Management Practices of the State of North Carolina and applicable federal, state, and local laws under a "Conservation Plan" a copy of which shall be provided to Grantee. The Conservation Plan shall be developed using the standards and specifications of the Natural Resource Conservation Service (NRCS) Field Office Technical Guide and 7 CFR Part 12 or equivalent standards developed by the



appropriate federal, state or local conservation entity if these standards are no longer the standards used by the industry. The Grantor may develop and implement a Conservation Plan that proposes a higher level of conservation and that is consistent with the NRCS Field Office Technical Guide standards and specifications or other such standards and specifications as developed by the appropriate governmental authority. The Conservation Plan shall be designed to ensure the maintenance of a good quality mix of introduced and native grasses and forbs, while managing pests and nutrients on pasture land, and protecting soil stability, water quality and other conservation values of the Property on all agricultural lands. If no farming operations are intended, a Conservation Plan is not required, but there shall be no farming operations without a Conservation Plan. The Conservation Plan shall be reviewed and updated every five (5) years so long as Grantor wishes to actively conduct farming operations;

(iii) Grantor must notify Grantee of any change in agricultural use or activity on the Property. Such change shall be subject to the approval of Grantee, which approval shall not be unreasonably withheld. Any change in agricultural use or activity requires updating of the Conservation Plan; and

(iv) No agricultural activities, whether now existing or commenced in the future, shall be conducted in any manner that will in the opinion of the Grantee: (a) adversely impact the water quality of any creek, river, stream, wetland or other water resource; (b) harm any threatened or endangered species; (c) destroy any "significant conservation interest" as that phrase is used in Treas. Reg. Section 1.170A-14(e)(2); or (d) otherwise conflict with the conservation purposes of this Conservation Easement.

(C) *Recreational Use*

Subject to the terms set forth in Section 2(E), Grantor shall have the right to engage in and permit others, whether or not for consideration, to engage in "Non-intensive Outdoor Recreation" on the Property. "Non-intensive Outdoor Recreation" is defined as dispersed, non-commercial and non-motorized recreational activities that do not generally rely on buildings and have minimal impact on renewable natural resources. Such activities include but are not limited to, hiking, bird watching, camping, picnicking, horseback riding, and lawful hunting and fishing. Gardening and other activities customary in rural homesteads are also permitted. Grantor may lease or license any portion of the Property for such Non-intensive Outdoor Recreation purposes, subject to the terms, conditions, and limitations on use in accordance with this Conservation Easement. Grantor reserves the right to promulgate and enforce reasonable rules and regulations for all activities incident to recreational use of the Property, including but not limited to the right to prohibit any recreational use that would permit severe damage to or destruction of other significant Conservation Values of the Property. All hunting and fishing activities shall be conducted in such a manner so as to not harm any threatened or endangered species. No hunting, fishing, wildlife enhancement or other non-commercial recreational activity shall be conducted in any manner that would permit the "destruction



of [any] significant conservation interest” as that phrase is used in Treas. Reg. Section 1.170A-14(e)(2) or otherwise conflict with the conservation purposes of this Conservation Easement.

(D) *Construction of Buildings and Other Structures and Improvements*

The construction, replacement or reconstruction of any building or other structure is prohibited except in accordance with this Section 2(D). It is the intent of this Section and Section 2(M) below that no buildings, improvements or other structures (except minor structures as provided in subsection (ii) of this Section 2(D) and fences as provided in subsection (iii) of this Section 2(D)) are permitted to be constructed, replaced, or reconstructed on the Property unless they comply with the impervious surface limitations set forth in this paragraph. All new construction and improvements permitted under this Section 2(D) shall be sited so as to cause the least disturbance to the Property’s Conservation Values and shall conform to the water quality restrictions described in Section 2(E).

Notwithstanding any other term contained in this Conservation Easement:

(i) the total impervious surfaces within the Swift Creek Watershed Area (as defined in Section 2(E) below) shall not exceed two percent (2%) of the total acreage of the Property; provided that in no event shall impervious roads, trails or paths be permitted within the Swift Creek Watershed Area, except in connection with the Greenway expressly permitted in Section 2(E) below;

(ii) the total impervious surfaces within the Property (*including* any permissible impervious surfaces located within the Swift Creek Watershed Area) shall not exceed five percent (5%) of the total acreage of the Property; and

(iii) in no event shall impervious surfaces be permitted within the Stream Buffer Zone, except in connection with the Greenway expressly permitted in Section 2(E) below.

For purposes of this Conservation Easement, the term “impervious surface” shall include: roof tops; asphalt surfaces; concrete surfaces; brick surfaces; stone surfaces; patios or decks (not including wood slatted decks or pervious pavers or patio system); retaining walls; and all other surfaces that fully restrict the percolation of water into the soil. The term “impervious surface” shall not include compacted dirt or gravel surfaces or other surfaces that do not fully restrict the percolation of water into the soil. For purposes of determining the total impervious surfaces within the Property, the impervious surface area that may exist within the Greenway shall not be included as impervious surface.

Subject to the foregoing:

(i) *Buildings, Major Structures and Improvements* - The Grantor



reserves the right to construct, maintain, repair, enlarge, renovate, and rebuild buildings, barns, sheds, garages, carports, passive recreational support structures, pergolas, yurts, parking lots, and other similar buildings, structures, and improvements. The foregoing shall include structures and improvements to be used exclusively for agricultural or forestry purposes, including processing or sale of farm products predominantly grown or raised on the Property.

(ii) *Minor Structures* – Grantor reserves the right to install minor, small-scale structures (such as benches, hunting stands, bird houses and other minor, small-scale structures that are not typically included within the definition of “impervious surface”) to enhance the opportunity for traditional “non-intensive outdoor recreation” as defined in Section 2(C), and as necessary for the management of such recreation not detrimental to the conservation values of the Property including but not limited to trail construction, maintenance and improvements, horseback riding and lawful hunting and fishing.

(iii) *Fences* – Existing fences may be repaired and replaced, and new perimeter fences may be built, for purposes of reasonable and customary management of livestock and wildlife and to mark property boundaries, without the permission of Grantee. Fences for the purpose of protecting any ponds, permanent or intermittent watercourses on the Property are also permitted.

(iv) *Utilities Services and Septic Systems* – Installation, maintenance, repair, replacement, removal and relocation of water wells, electric, gas, and water facilities, sewer lines and/or other public or private utilities, including telephone or other communication services over or under the Property for the purpose of providing electrical, gas, water, sewer, or other utilities to serve structures or improvements located on the Property as permitted herein, and the right to grant easements over and under the Property for such purposes, is permitted. Provided, however, that all reasonable efforts shall be made to locate such utilities (i) consistent with the water quality restrictions described in Section 2(E) and outside of the Stream Buffer Zone, (ii) if possible, within fifty (50) feet of the roads permitted hereinbelow, and (iii) in all events in such a manner and location as is reasonably possible to minimize the impact on the Conservation Values as set forth in this Conservation Easement. In no event shall cellular or other communication towers be allowed on the Property. The construction of any other utilities on the Property is prohibited without prior approval of Grantee, which approval shall take into account the impact of the new utility on the aesthetic quality of the Property, water quality and other environmental issues, the value of the Property as an open space, any endangered or threatened species on the Property and such other considerations as Grantee shall deem just and proper in order to ensure that any new utilities do not permit the destruction of any “significant conservation interest” as that phrase is used in Treas. Reg. Section 1.170A-14(e)(2) or otherwise undermine the conservation purposes of this Conservation Easement.



(v) *Notice to Grantee* – Grantor is prohibited from proceeding with any site preparation, construction, substantial exterior alteration, replacement, relocation, or removal of any structure described herein, without prior written approval from the Grantee. In requesting any such prior written approval, Grantor must notify Grantee in writing in accordance with the provisions of Section 8, including at a minimum, sufficient information to enable Grantee to determine whether the proposed plans are consistent with the terms of this Conservation Easement. Grantor shall provide Grantee with any additional information requested by Grantee that is necessary or proper in Grantee's evaluation of Grantor's proposed site preparation, construction, substantial exterior alteration, replacement, relocation, or removal of any structure described herein. In determining whether to approve Grantor's proposed site preparation, construction, substantial exterior alteration, replacement, relocation, or removal of any structure described herein, Grantee shall take into account the impact of such site preparation, construction, substantial exterior alteration, replacement, relocation, or removal of any structure described herein on: (a) the aesthetic value of the Property; (b) the value of the Property as an open space (including the impact of access roads or related traffic associated with any new improvements located on the Property); (c) the Property and surrounding area's environment, including but not limited to air and water quality issues; (d) any threatened or endangered species located in or near the Property; and (e) such other considerations as the Grantee shall deem proper in order to preserve the conservation value of the Property. Under no circumstances shall Grantee approve any site preparation, construction, substantial exterior alteration, replacement, relocation, or removal of any structure described herein that permits the destruction of any "significant conservation interest" as that phrase is used in Treas. Reg. Section 1.170A-14(e)(2) or otherwise conflict with the conservation purposes of this Conservation Easement.

(E) *Water Quality and Drainage Patterns; Stream Buffer Zone; Swift Creek Watershed Area*

Activities that could alter the natural water level or flow in or over the Property are prohibited; provided that the foregoing is not intended to prohibit the construction of buildings or other structures and improvements otherwise allowed pursuant to Section 2(D), the roads permitted pursuant to Section 2(F), or the forest management and harvest activities allowed pursuant to Section 2(A). There shall be no pollution of surface water, natural water courses, lakes, ponds, marshes, subsurface water or any other water bodies, nor shall activities be conducted on the property that would be detrimental to water purity. Diking, draining, filling or removal of wetlands is prohibited. There shall be no buildings or other structures, including those allowed under Section 2(D) above, constructed within fifty (50) feet of any surface waters. For purposes herein, "surface waters" shall be defined as including but not limited to intermittent streams, perennial streams, lakes, ponds, seasonal wetlands, and estuaries.

Grantor and Grantee have designated within the Property one (1) stream buffer



area depicted and identified on the Survey as "Stream Buffer Zone." Grantor and Grantee have designated within the Property an area of watershed that drains to Lake Benson, depicted and identified on the Survey as "Swift Creek Watershed Area" (hereinafter referred to as "Swift Creek Watershed Area").

Commercial forestry, agricultural, horticultural and animal husbandry operations, grazing, timber removal, cutting, logging, and mowing or other disturbance or interference of native plants are prohibited within the Stream Buffer Zone, except selective cutting or clearing of vegetation for fire protection, maintenance of footpaths otherwise permitted herein, and/or conservation management purposes. Conservation management purposes include but are not limited to prescribed burns or practices conducive to propagation and retention of native plants and wild population of game and non-game species and removal of non-native plants. Protection, maintenance, and management activities shall only be allowed within the Stream Buffer Zone if undertaken in accordance with a Forest Management Plan as described in Section 2(A). Hunting and fishing is permitted within the Stream Buffer Zone pursuant to applicable rules and regulations.

Construction of buildings, structures, and improvements (including but not limited to minor structures and fences) within the Stream Buffer Zone is prohibited. Construction of roads, trails, and paths on the Property within the Stream Buffer Zone is prohibited, except for the construction and maintenance of primitive, unpaved footpaths limited to single file pedestrian traffic that are no more than twenty-four (24) inches wide.

Notwithstanding any other term contained in this Conservation Easement, one (1) corridor of protected open space managed for conservation and recreation purposes, also known as a greenway ("Greenway"), is permitted within the Stream Buffer Zone and within the Swift Creek Watershed Area, provided that: (i) it is part of a local governmental initiative; (ii) the portion of the Greenway located on the Property within the Stream Buffer Zone and Swift Creek Watershed Area is reasonably necessary to complete a larger greenway corridor; (iii) any impervious surface within the Greenway is no more than ten feet (10') wide; and (iv) in all events, the Greenway shall be located and the area improved to accommodate the Greenway in such a manner and location as is reasonably possible to minimize the impact on the Conservation Values as set forth in this Conservation Easement.

Within the Stream Buffer Zone and Swift Creek Watershed Area there shall be no activities, pollution or surface alteration of any kind that would be detrimental to water purity or that would alter natural water levels, drainage, sedimentation and/or flow in or over the Property or into any surface waters, or cause soil degradation or erosion, including but not limited to any sort of diking, dredging, alteration, draining, filling or removal of wetlands, agricultural practices or timber management. Furthermore, prior to engaging in any activity outside of the Stream Buffer Zone and Swift Creek Watershed Area that may result in the degradation of the buffer or watershed area, the Grantor agrees to consult with the Grantee and/or appropriate governmental agencies to ensure



that any potential degradation is avoided or minimized.

(F) *Construction and Maintenance of Roads*

Subject to Section 2(E) above, construction and maintenance of unpaved roads that may be reasonably necessary and incidental to carrying out the improvements and uses permitted on the Property by this Conservation Easement are permitted, provided that such roads are no wider than fourteen (14) feet in width.

No portion of the Property shall be paved or otherwise covered with concrete, asphalt, or any other impervious paving material without the advance written permission of the Grantee and except as otherwise in compliance with Section 2(D) above, including but not limited to the impervious surface limitation. In all events, construction of roads, trail, and paths on the Property within the Swift Creek Watershed Area must be pervious, except in connection with the Greenway expressly permitted in Section 2(E) above. In determining whether to grant permission as provided in this Section, Grantee shall take into account the impact of the new road on the aesthetic quality of the Property, water quality and other environmental issues, the value of the Property as an open space, any endangered or threatened species on the Property and such other considerations as Grantee shall deem just and proper in order to ensure that any new road and/or utilities do not permit the destruction of any "significant conservation interest" as that phrase is used in Treas. Reg. Section 1.170A-14(e)(2) or otherwise undermine the conservation purposes of this Conservation Easement.

(G) *Excavation, Dredging, or Mineral Use*

There shall be no filling, excavation, dredging, mining, or drilling which materially affects the topography of the land or is detrimental in any material way to the flora and fauna on the Property; no removal of topsoil, sand, gravel, rock, peat, minerals or other materials, and no change in the topography of the land in any manner except as necessary to allow the construction of the improvements allowed in Section 2(D) above, the maintenance of existing roads, hiking and horseback trails and for the purpose of combating erosion or flooding or for the construction of a farm pond or ponds and other conservation measures if permitted by and addressed in the Conservation Plan. Any pond construction shall be subject to the same notice and review requirements set forth in above Section 2(D)(vii).

(H) *Signage*

No signs or billboards or other advertising displays are allowed on the Property, except signs whose placement, number and design do not diminish the scenic character of the Property may be displayed to identify trails and the Conservation Values of the Property, to identify the name and address of the Property and the names of persons living on the Property, to give directions, to advertise or regulate permitted uses of the Property and prescribe rules and regulations for recreational use of the Property, to advertise the Property for sale or rent, and to post the Property against trespassers.



(I) *No Biocides*

Except in accordance with this section and Section 2(E) above, there shall be no use of pesticides or biocides, including but not limited to insecticides, fungicides, rodenticides, and herbicides, except as to control invasive species detrimental to the Conservation Values of the Property. Agricultural and silvicultural use of biocides is allowed, if prescribed in the Conservation Plan and the Forest Management Plan.

(J) *No Dumping or Storage*

There shall be no storage or dumping of trash, garbage, abandoned vehicles, appliances, or machinery, or other unsightly or offensive material, hazardous substance, or toxic waste on the Property. There shall be no changing of the topography through the placing of soil or other substance or material such as land fill or dredging spoils, nor shall activities be conducted on the Property, that could cause erosion or siltation on the Property. Notwithstanding the foregoing, Grantor is not an insurer of the environmental condition of the property to the extent the same may be affected by the actions of others; nothing herein shall be construed to require any clean up or remediation of contamination caused by those other than Grantor except to the extent the same may be required affirmatively by enforcement action of a governmental agency or subdivision having proper jurisdiction. Grantor shall, insofar as may be reasonable, make a good faith effort to keep the Property in a clean state, free of unsightly debris, trash and abandoned goods.

(K) *Predator Control*

Grantor shall have the right to control, destroy, or trap predatory and problem animals that pose a material threat to forestry, agriculture, drainage, livestock and/or humans by means and methods approved by Federal, State or Local laws. The method employed shall be selective and specific to individuals, rather than broadcast, nonselective techniques.

(L) *Commercial Development*

Any commercial or industrial use of or activity on the Property, other than those relating to silvicultural, agriculture and recreation, as permitted herein, is prohibited.

(M) *Development Rights*

All housing, commercial and industrial development rights that are now or hereafter allocated to, implied, reserved or inherent in the Property, are terminated and extinguished, and may not be used on or transmitted to any portion of the Property, as it now or hereafter may be bound or described, or to any other property.

(N) *Subdivision*



The subdivision of the Property, whether by physical or legal processes, is prohibited.

3. ADDITIONAL RIGHTS RETAINED BY GRANTORS

Grantor retains the following rights:

(A) *Existing Uses*

The right to undertake or continue any activity or use of the Property not prohibited by this Conservation Easement so long as it does not detract or impair the Conservation Values of the Property.

(B) *Transfer*

The right to sell, give, mortgage, lease, or otherwise convey the Property subject to the terms of this Conservation Easement.

4. GRANTEE'S RIGHTS

To accomplish the purpose of this Conservation Easement, the following rights are granted to Grantee by this Conservation Easement:

(A) *Right to Protect*

Grantee shall have the right to preserve and protect the Conservation Values of the Property and enforce the terms of this Conservation Easement.

(B) *Right of Entry*

Grantee, its employees, representatives, and agents and its successors and assigns, have the right, after prior written notice to Grantor, to enter the Property at reasonable times for the purpose of inspecting and monitoring the Property to determine whether Grantor, its representatives, assigns, heirs and successors are complying with the covenants and purposes of this Conservation Easement and to inspect for violations and to enforce the Conservation Easement.

5. RESPONSIBILITIES OF GRANTOR AND GRANTEE NOT AFFECTED

Other than as specified herein, this Conservation Easement is not intended to impose any legal or other responsibilities on Grantor, or in any way to affect any existing obligation of Grantor as owner of the Property. Among other things, this shall apply to:

(A) *Taxes and Assessments*

Grantor shall be solely responsible for payment of all taxes and assessments



levied against the Property.

(B) *Upkeep and Maintenance*

Grantor shall be solely responsible for the upkeep and maintenance of the Property, to the extent it may be required by law. Grantee shall have no obligation for the upkeep or maintenance of the Property.

6. ACCESS

No right of access by the general public to any portion of the Property is conveyed by this Conservation Easement. However, the public has the right to view the Property from adjacent publicly accessible areas such as public roads and waterways. Notwithstanding the above, nothing herein shall prohibit the construction of a Greenway in accordance with Section 2(E) that may be accessed by the public, subject to the terms of this Conservation Easement.

7. ENFORCEMENT

Grantee shall have the right to prevent and correct violations of the terms of this Conservation Easement in accordance with the following terms:

(A) If Grantee determines that Grantor is in violation of the terms of this Conservation Easement or that a violation is threatened, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the purposes of this Conservation Easement, to restore the portion of the Property so injured. If Grantor fails to cure the violation within thirty (30) days after receipt of notice thereof from Grantee, or if the violation cannot reasonably be cured within said period, fails to commence to cure such violation within the thirty (30) day period, and thereafter to diligently prosecute the cure to completion, Grantee may bring an action at law or in equity to enforce the terms of this Conservation Easement, to enjoin the violation by temporary and/or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Conservation Easement or injury to any Conservation Values protected by this Conservation Easement, and to require the restoration of the Property to the condition that existed prior to any such injury. The failure of Grantee to discover a violation or to take immediate legal action shall not bar it from doing so at a later time.

(B) If a dispute arises between the parties concerning the consistency of any proposed use or activity with the purpose of this Easement, Grantor agrees not to proceed with the use or activity pending resolution of the dispute. Either party shall cause the dispute to be mediated by request made in writing upon the other. Within thirty (30) days of the receipt of such a request, the parties shall select a single mediator to mediate the matter. If the parties are unable to agree on the selection of a single mediator, either or both may request the Senior Resident Judge of the Superior Court of Wake County, without the necessity of filing an action, to appoint a mediator. The matter shall then be



mediated in accordance with the Rules Implementing Statewide Mediated Settlement Conferences in Superior Court Civil Actions (MSC Rules) that were first adopted by the Supreme Court in 1991, pursuant to N.C. Gen. Stat. § 7A-38.1. The Rules provide a framework for expediting settlement of superior court civil actions. The MSC Rules were last revised on January 23, 2014, with the revisions effective April 1, 2014. To the extent the said Rules do not apply, the Mediator may set the rules, including the time and place for the mediation, and other such matters, in accordance with the practice that is customary in Wake County, North Carolina. In the event the mediation is unsuccessful, either party may proceed with litigation in a court of competent jurisdiction. All costs of said mediation shall be divided equally between Grantor and Grantee. It is the intent of this paragraph that such litigation may not be commenced until pre-litigation mediation is attempted by the parties so long as Grantor agrees not to proceed with the use or activity pending resolution of the dispute.

(C) Notwithstanding the above, nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including without limitation fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes; and nothing in this Conservation Easement shall require Grantor to take any action to restore the condition of the Property after any act or event over which Grantor has no control.

(D) Notwithstanding any other provision in this Section, in the event that Grantee reasonably determines that a violation of the terms of this Conservation Easement occurs or threatens to occur and that such violation would cause immediate and irreparable injury for which Grantee would have no adequate remedy at law, Grantee may immediately and without notice bring an action at law or in equity to enforce the terms of this Conservation Easement, to enjoin the violation by temporary and/or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Conservation Easement or injury to any Conservation Values protected by this Conservation Easement, and to require the restoration of the Property to the condition that existed prior to any such injury.

#### 8. NOTICE OF INTENTION TO UNDERTAKE CERTAIN PERMITTED ACTIONS.

Grantor shall notify Grantee before undertaking any use or change in use of the Property pursuant to Sections 2(A), 2(B)(ii), 2(B)(iii), 2(D), 2(E), 2(F), and 2(H) above which may have adverse impact on the Conservation Values of the Property. Uses described in the Baseline Documentation Report, and in any conservation, best management practices and/or forestry plans delivered to Grantee pursuant to the terms of this Conservation Easement, shall constitute proper notice for purposes of the foregoing sentence. The purpose of this notice requirement is to comply with the provisions of Treas. Reg. § 1.170A-14(g)(5)(ii) in order to allow Grantee a reasonable period to consider the prospective impact to the extent Grantee deems appropriate.

(A) *Notices to Grantee*



(i) *Means of Notice* – Any notices to Grantee required in this Conservation Easement shall be sent by registered or certified mail, or other courier providing reliable proof of delivery, to Triangle Land Conservancy's Easement Steward at 514 South Duke Street, Durham, NC 27701 or such other person or address as may be hereafter specified by notice in writing to, Grantor. All other communication shall be made by reasonable means under the circumstances.

(ii) *Consent of Notice* – The purpose of requiring Grantor to notify Grantee prior to undertaking certain permitted activities, as provided in Sections 2(A), 2(B)(ii), 2(B)(iii), 2(D), 2(E), 2(F), and 2(H) above, is to afford Grantee an adequate opportunity to monitor the activities in question to ensure that they are designated and carried out in a manner consistent with the terms and Purposes of this Conservation Easement. Such notices to Grantee or requests for Grantee consent, required or contemplated hereunder, must include, at a minimum, sufficient information, including the nature, scope, design, location, timetable, and any other material aspect of the proposed activity, in sufficient detail to enable Grantee to determine whether proposed plans are consistent with the requirements of this Conservation Easement and the purposes hereof.

(iii) *Process of Notice and Approval* – Whenever notice to Grantee is required, Grantor shall notify Grantee in writing not less than sixty (60) days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the requirements and purpose of this Easement. Where Grantee's approval is required, Grantee shall grant or withhold its approval in writing, with an explanation of the reasons in the event approval is withheld, within sixty (60) days of receipt of Grantor's written request therefore.

(iv) *Failure to Respond* – If Grantee approval is required under the terms of this Conservation Easement prior to the exercise of a reserved right that is the subject of the notification and request for approval, failure of Grantee to respond within sixty (60) days shall be deemed to be approval of any activity not specifically prohibited or not inconsistent with the limitations on such activities in this Conservation Easement.

(v) *Transfer of Ownership* – Grantor further agrees to give written notice to Grantee of the transfer of any interest in the Property, including but not limited to any sale, gift, or long-term lease, at least thirty (30) days prior to the date of such transfer.

(B) *Notices to Grantor*

(i) *Means of Notice* – Any notices to Grantor required by this Conservation Easement shall be sent by registered or certified mail or other



courier providing reliable proof of delivery, to Grantor, or to such other person or address as may be hereafter specified by notice in writing to Grantor. All other communication shall be made by reasonable means under the circumstances.

#### 9. TRANSFER OF EASEMENT

The Parties hereto recognize and agree that the benefits of this Conservation Easement are in gross and assignable; provided, however, that, subject to the terms of Section 24, Grantee's interest in this Conservation Easement (a) may only be transferred or assigned to an organization (i) that is a qualified organization as that term is defined under Section 170(h)(3) of the Internal Revenue Code, as amended, or any successor section, and the regulations promulgated thereunder which is organized or operated primarily for one of the conservation purposes specified in Section 170(h)(4)(A) of the Internal Revenue Code and (ii) that is authorized to acquire and hold conservation easements under the Conservation and Historic Preservation Agreements Act, or any successor provision thereto, and (b) may not be assigned to a governmental entity without the prior written consent of Grantor. The Parties further covenant and agree that the terms of the transfer or the assignment will be such that the transferee or assignee will be required to continue to carry out in perpetuity the conservation purposes that the contribution was originally intended to advance as set forth in the recitals above, which recitals are incorporated herein by this reference. Grantee, for itself and its successors or assigns, hereby covenants and agrees to monitor and observe the Property in perpetuity for the purposes set forth in this Conservation Easement.

#### 10. TRANSFER OF PROPERTY

Any time the Property itself, or any interest in it, is transferred by the Grantor to any third party, the Grantor shall notify the Grantee in writing at least thirty (30) days prior to the transfer of the Property. In the event of any conveyance of any interest in the Property, Grantor, its successors and assigns shall identify this Conservation Easement as an exception in any deed or other instrument of conveyance.

#### 11. AMENDMENT OF EASEMENT

This easement may be amended only with the written consent of Grantor and Grantee. Any such amendment shall be consistent with the purposes of this Conservation Easement and shall comply with Section 170(h) of the Internal Revenue Code, or any regulations promulgated in accordance with that section. Any such amendment shall also be consistent with the Uniform Conservation and Historic Preservation Agreement Act, N.C. Gen. Stat. § 121-34 *et seq.* or any regulations promulgated pursuant to that law. Grantor and Grantee have no right or power to agree to any amendment that would affect the enforceability of this Conservation Easement. Any such amendment or modification must be executed by both Grantor and Grantee and shall be recorded in the public registry of Wake County.

#### 12. TERMINATION OF EASEMENT

If it is determined that conditions on or surrounding the Property have changed so much



that it is impossible to fulfill the conservation purposes set forth above, a court with jurisdiction may, at the joint request of both Grantor and Grantee, terminate this Conservation Easement.

If condemnation of a part of the Property or of the entire Property by public authority renders it impossible to fulfill any of these conservation purposes, the Conservation Easement may be terminated through condemnation proceedings.

At the time of conveyance of the Conservation Easement to Grantee, this Conservation Easement gives rise to a real property right, immediately vested in Grantee. If the easement or part thereof is terminated and the Property is sold or taken for public use, then, as required by Treas. Reg. Section 1.170A-14(g)(6), Grantee shall be entitled to a percentage of the gross sale proceeds or condemnation award (minus any amount attributed to new improvements made after the date of the conveyance, which amount shall be reserved to Grantors), equal to the ratio of the appraised value of this easement to the unrestricted fair market value of the Property, as these values are determined on the date of this Conservation Easement.

All condemnation related expenses incurred by Grantor and Grantee shall be paid out of any recovered proceeds prior to distribution of the net proceeds as described herein.

### 13. INTERPRETATION

This Conservation Easement shall be interpreted under the laws of North Carolina, resolving any ambiguities and questions of the validity of specific provisions as to give maximum effect to its conservation purposes.

### 14. INDEMNIFICATION

Grantor agrees to indemnify and hold Grantee harmless from any and all costs, claims or liability, including but not limited to reasonable attorneys' fees arising from any personal injury, accident, negligence or damage relating to the Property, or any claim thereof, unless due to the negligence of Grantee or its agents, contractors or employees, in which case liability shall be apportioned accordingly. Grantor's indemnification of Grantee shall be construed broadly to extend to the indemnification of Grantee for loss, claims or damage suffered by Grantee as a result of the environmental condition of the Property. Grantee agrees to indemnify and hold Grantor harmless from and against any and all costs, claims or liability, including but not limited to reasonable attorney's fees, resulting from Grantee's exercise of its rights of entry pursuant to this Conservation Easement, unless due to the negligence of Grantor or its agents, contractors or employees, in which case liability shall be apportioned accordingly.

### 15. TITLE

Grantor covenants and represents that Grantor is the sole owner and is seized of the Property in fee simple and has good right to grant and convey this Conservation Easement; that the Property is free and clear of any and all encumbrances, including but not limited to, any mortgages not subordinated to this Conservation Easement, except easements and rights of way currently recorded in Wake County that do not impair or derogate the Conservation Purposes,



and that Grantee shall have the use of and enjoy all the benefits derived from and arising out of this Conservation Easement.

16. ENVIRONMENTAL CONDITION

Grantor warrants, without investigation, that it has no actual knowledge of a release or threatened release of hazardous substances or wastes on the Property in material violation of applicable environmental law.

17. SEVERABILITY

Invalidity of any of the covenants, terms or conditions of this Conservation Easement, or any part thereof, by court order or judgment shall in no way affect the validity of any of the other provisions hereof which shall remain in full force and effect.

18. PARTIES

Every provision of this Conservation Easement that applies to Grantor or Grantee shall also apply to their respective heirs, executors, administrators, assigns, and all other successors as their interest may appear.

19. MERGER

The parties agree that the terms of this Conservation Easement shall survive any merger of the fee and easement interest in the Property.

20. SUBSEQUENT LIENS ON PROPERTY

No provisions of this Conservation Easement should be construed as impairing the ability of Grantor to use this Property as collateral for subsequent borrowing, providing that any mortgage or lien arising from such a borrowing is subordinate to this Conservation Easement.

21. ESTOPPEL CERTIFICATES

Upon request by Grantee, Grantor shall within thirty (30) days of written request by Grantee execute and deliver to Grantee any document, including an estoppel certificate, which certifies Grantor's compliance with any obligation of Grantor contained in this Easement and otherwise evidences the status of this Easement, as may be reasonably requested by Grantee.

22. ENTIRE AGREEMENT

This instrument sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings or agreements relating to the Conservation Easement, all of which are merged herein.

23. NO FORFEITURE



Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

24. TERMINATION OF RIGHTS AND OBLIGATIONS

A party's rights and obligations under this Conservation Easement shall terminate upon the transfer of the party's interest in the Conservation Easement or Property to a party assuming its obligations hereunder, except that liability for acts or omissions occurring prior to transfer shall survive transfer, but this Conservation Easement shall not be affected by such transfer, the transferee having the rights and obligations of the transferring party.

25. SUCCESSOR LIMITATION

If Grantee shall cease to exist or to be a qualified organization under Section 170(h) of the Internal Revenue Code, or to be authorized to acquire and hold conservation easements under N.C. Gen. Stat. § 121-34 *et seq.*, and a prior assignment is not made pursuant to Paragraph 9 above, then Grantee's rights and obligations under this Conservation Easement shall become immediately vested in such organization as a court of competent jurisdiction shall direct pursuant to North Carolina law and with due regard to the requirements for an assignment pursuant to said Paragraph 9.

26. ACCEPTANCE AND EFFECTIVE DATE

As attested by the signature of its authorized representatives affixed hereto, Grantee hereby accepts without reservation the rights and responsibilities conveyed by this Conservation Easement. This Conservation Easement is to be effective the date recorded in the Wake County Registry of Deeds.

27. ATTORNEY'S FEES

Should either party employ an attorney or attorneys to enforce any of the provisions of this Conservation Easement, or to recover damages for the breach of this Conservation Easement, then the nonprevailing party in any final judgment agrees to pay all reasonable costs, charges and expenses, including attorney's fees, expended or incurred in connection therewith.

TO HAVE AND TO HOLD, this Grant of Conservation Easement and development rights, and all privileges and rights thereunto, unto Grantee, its successors and assigns forever.

*[signature and acknowledgment pages follow]*



IN WITNESS WHEREOF, Grantor and Grantee, intending to bind themselves legally,  
have set their hands and seals on the date first written above.

GRANTOR:  
Triangle Land Conservancy,  
a North Carolina Non-profit Corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

NORTH CAROLINA

\_\_\_\_\_ COUNTY

I certify that the following person(s) personally appeared before me this day, each  
acknowledging to me that the he or she signed the foregoing document: \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
Official Signature of Notary

(Official Seal)

\_\_\_\_\_  
Notary's printed or typed name

My commission expires: \_\_\_\_\_



**GRANTEE:**

WAKE COUNTY, NORTH CAROLINA

(Corporate Seal)

BY: \_\_\_\_\_ (SEAL)

James West, Chairman

Wake County Board of Commissioners

ATTESTED TO:

\_\_\_\_\_  
Denise Hogan, Clerk

Wake County Board of Commissioners

NORTH CAROLINA

COUNTY OF WAKE

I, \_\_\_\_\_, a Notary Public of the County and State aforesaid, certify that Denise Hogan, personally appeared before me this day and acknowledged that she is the Clerk of the Wake County Board of Commissioners, and that by authority duly given, the foregoing instrument was signed in its name by its Chairman of the Wake County Board of Commissioners, sealed with its corporate seal and attested by Denise Hogan as its Clerk. Witness my hand and official stamp or seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(SEAL)

\_\_\_\_\_  
Notary Public

Printed Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_



**Exhibit C**  
Escrow Letter

[DATE]

[CLOSING ATTORNEY]  
[ADDRESS]

via regular mail and electronic mail

RE: Liles closing

Dear                   :

This letter is furnished to you in connection with the anticipated acquisition of approximately 40 acres of real property located in Wake County, North Carolina, commonly known as the Liles Tract. The closing is scheduled to be completed no later than \_\_\_\_\_ ("Closing Date"). This letter constitutes the escrow instructions of Wake County ("Wake County" or "County") for disbursement of funds to be provided by Wake County.

- A. Deposit of Funds. Upon approval of the Funding Agreement, the return of this letter with your signature, and delivery of all items identified in Section III of the Funding Agreement, Wake County will tender the amount of Four Hundred Thousand and no/100s Dollars (\$400,000.00) ("Wake County Funds") as set forth in the funding agreement executed by and between the County of Wake and TLC ("Funding Agreement"). The paper check or electronic deposit tendered shall be made payable to [Closing Attorney] and is delivered and payable to you in trust as attorney and settlement agent for Triangle Land Conservancy. You agree to hold and disburse the Wake County Funds strictly in accordance with the terms of this letter.
- B. Disbursement of Funds. The Wake County Funds shall not be disbursed until you have confirmed 1) that all documents identified in Article III of the Funding Agreement are in form and substance approved by the County 2) that the Conditions Precedent to Disbursement of Funds identified in Article III of the Funding Agreement have been satisfied and 3) proof of availability of the balance of funds required to fund the full purchase price of the Subject Property. (Compliance with Laws shall be demonstrated by satisfactory compliance with the terms of the Funding Agreement).
- C. Delivery of Documents. After the Closing, you shall deliver recorded closing documents to Wake County in accordance with Article V, Section 4.9 of the Funding Agreement.
- D. Cancellation of Instructions. Notwithstanding anything to the contrary herein, if the conditions set forth herein are not satisfied on or before the Closing Date, the instructions set forth herein shall be deemed cancelled. Unless you receive written instruction to the contrary, you shall return the Wake County Funds to Wake County immediately per instructions that will be separately provided to you.

Please acknowledge your receipt of this letter and agreement to comply strictly with the foregoing instructions by returning a copy of this letter accepted and agreed to by you as evidenced by your signature in the space provided below.



Sincerely,

[OFFICE OF THE WAKE COUNTY ATTORNEY]

ACCEPTED AND AGREED TO:

[CLOSING ATTORNEY]

By: \_\_\_\_\_

Date: \_\_\_\_\_



**Exhibit D**  
**Budget**

Liles Tract


Fee Simple Acquisition Direct Costs

<b><u>Budget</u></b>	<b><u>UNCWI</u></b>	<b><u>Wake County</u></b>	<b><u>TPL</u></b>	<b><u>TLC*</u></b>	<b><u>Total</u></b>
Acquisition	\$399,965	\$399,965		\$0	\$799,930
Appraisal	\$3,750	\$0	\$450	\$0	\$4,200
Survey	\$4,000	\$4,000	\$2,000	\$0	\$10,000
Transaction Screen		\$1,600	\$1,600	\$0	\$3,200
Baseline	\$3,500	\$0		\$0	\$3,500
Legal Fees and Closing Costs		\$5,000		\$0	\$5,000
<b>TOTAL</b>	<b>\$411,215</b>	<b>\$410,565</b>	<b>\$4,050</b>	<b>\$0</b>	<b>\$825,830</b>
Match	49.8%	49.7%	0.49%	0.00%	

\*TLC has supported the project through staff time

\$/acre	\$	20,000
acres		39.9965
Total purchase	\$	799,930



<div><div>Budget and Management Services Inter-Office Correspondence</div></div>				
TO: Jim Hartmann, County Manager				
FROM: Michelle Venditto, Budget Director				
SUBJECT: <b>Revisions to Fiscal Year 2017 Capital Improvement Fund Project Ordinance, Open Space</b>				
The following chart summarizes all New Open Space Appropriation for the current fiscal year as indicated below. The summary includes approved items, as well as items to be presented to the Board of Commissioners at the meeting date indicated. <b>Items for presentation are shown in bold italics.</b>				
Element: Open Space Fund: County Capital Projects				
REVENUE CATEGORY				
Date	Description of Revision or Adjustment	Revenue Category	Amount	New Appropriation Total
July 1, 2016	FY 2017 NEW Appropriation Open Space	Miscellaneous	\$ 520,000.00	\$ 520,000.00
July 18, 2016	Appropriate Open Space Bond Revenue for Phase I Construction of Turnipseed Nature Preserve	Open Space Bonds	\$ 1,272,480.00	\$ 1,792,480.00
September 19, 2016	Proposed: Appropriate Open Space Bond Revenue for the purchase of Gehrke properties in Buffalo Creek	Open Space Bonds	\$ 1,650,000.00	\$ 3,442,480.00
November 7, 2016	Proposed: Appropriate Parks and Recreation Trust Fund Grant Funding for Phase II of Robertson's Millpond Preserve	Parks and Rec Trust Fund Grant/State Grant	\$ 251,097.00	\$ 3,693,577.00
November 7, 2016	<b>Proposed: Appropriate Open Space Bond Revenue as a State Grant match for for for Phase II of Robertson's Millpond Preserve</b>	<b>Open Space Bonds</b>	<b>\$ 277,307.00</b>	<b>\$ 3,970,884.00</b>
November 7, 2016	Proposed: Appropriate Open Space Unallocated funds as a State Grant match for for for Phase II of Robertson's Millpond Preserve	Open Space Unallocated Funds	\$ 7,628.00	\$ 3,978,512.00
November 7, 2016	Proposed: Appropriate Land and Water Conservation Fund Grant for Phase II of Turnipseed Nature Preserve	Land and Water Conservation Fund/Federal Grant	\$ 250,000.00	\$ 4,228,512.00
November 7, 2016	Proposed: Appropriate Open Space Bond Revenue as a Grant match for Phase II of Turnipseed Nature Preserve	Open Space Bonds	\$ 474,080.00	\$ 4,702,592.00
November 7, 2016	Proposed: Appropriate Open Space Bond Revenue for the acquisition 36 acres of Open Space on Buffalo Creek/Parkview property acquisition	Open Space Bonds	\$ 271,700.00	\$ 4,500,212.00
November 21, 2016	<b>Proposed: Appropriate Open Space Bond Revenue for the acquisition of 39 acres of the Liles properties</b>	<b>Open Space Unallocated Funds</b>	<b>\$ 410,565.00</b>	<b>\$ 5,384,857.00</b>
EXPENDITURE CATEGORY				
Date	Description of Revision or Adjustment	Program	Amount	New Appropriation Total
July 1, 2016	FY 2017 NEW Appropriation	Open Space	520,000.00	520,000.00
July 18, 2016	Proposed: Appropriate Open Space Bond Revenue for Phase I Construction of Turnipseed Nature Preserve	Open Space	\$ 1,272,480.00	\$ 1,792,480.00
September 19, 2016	Proposed: Appropriate Open Space Bond Revenue for the purchase of Gehrke properties in Buffalo Creek	Open Space	\$ 1,650,000.00	\$ 3,442,480.00
November 7, 2016	Proposed: Appropriate funds for Phase II of Robertson's Millpond Preserve	Open Space	\$ 536,032.00	\$ 3,978,512.00
November 7, 2016	Proposed: Appropriate funds for Phase II of Turnipseed Nature Preserve	Open Space	\$ 724,080.00	\$ 4,702,592.00
November 7, 2016	Proposed: Appropriate funds the acquisition 36 acres of Open Space on Buffalo Creek/Parkview property	Open Space	\$ 271,700.00	\$ 4,974,292.00
November 21, 2016	<b>Proposed: Appropriate funds for the acquisition of 39 acres of the Liles properties</b>	<b>Open Space</b>	<b>\$ 410,565.00</b>	<b>\$ 5,384,857.00</b>





## Legislation Details (With Text)

**File #:** 16-544

**Type:** Appointment      **Status:** Agenda Ready

**In control:** Housing & Community Revitalization

**On agenda:** 12/5/2016      **Final action:**

**Title:** Approve Rules of Procedure and Areas of Representation, as well as Appoint Members of the Wake County Affordable Housing Steering Committee

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Item Summary.doc.pdf](#)  
[Wake County Affordable Housing Steering Committee Rules of Procedure.pdf](#)  
[Affordable Housing Steering Committee RosterV2.pdf](#)  
[Applications Received for Appointment.pdf](#)

Date	Ver.	Action By	Action	Result
12/5/2016	1	Board of Commissioners	accepted	
11/21/2016	1	Board of Commissioners	accepted	Pass

Approve Rules of Procedure and Appoint Members of the Wake County Affordable Housing Steering Committee

**That the Board of Commissioners approves the Rules of Procedure for the Wake County Affordable Housing Steering Committee and appoints members**



# 16-544 – Wake County Affordable Housing Steering Committee

December 5

**2016**

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Pursuant to the procedural governing of the Wake County Affordable Housing Steering Committee, created and approved by the Wake County Board of Commissioners on September 19, 2016.

**Rules of  
Procedure**



## Contents

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## I. Name

The name of this committee appointed to serve the Wake County Board of Commissioners shall be referred to as the Wake County Affordable Housing Steering Committee (hereinafter referred to as the Steering Committee).

## II. Mission

The mission of the Steering Committee is to provide guidance, contribute input and engage the public during the completion of a 20 year, comprehensive Affordable Housing planning effort recently embarked upon by Wake County. The goals of the Affordable Housing Plan, and thus the focus of the work provided by the Steering Committee members are:

1. Define Affordable Housing in Wake County
2. Compile and analyze all existing affordable housing efforts in Wake County
3. Identify gaps, propose solutions and present methods for increasing and preserving the affordable housing stock in Wake County
4. Determine the County's role toward the overall investment of affordable housing
5. Link actionable steps to Board of Commissioner goals and existing Wake County plans

The Steering Committee will evaluate data, programs and efforts that affect affordable housing within the County and assess strategies, best practices, and initiatives presented through consultants and staff to address the needs for the communities within Wake County.

## III. Membership and Composition

As approved by the Wake County Board of Commissioners, the structure of the Steering Committee is:

- A. Subject Matter Expert members (x 20)
- B. Stakeholder members (x 4)
- C. Resident member (x 7)
- D. Board of Commissioner member

This gives a committee with diverse membership and County staff to support them.

**Appointment and Term** - The Wake County Board of Commissioners shall make all appointments to the Steering Committee. All appointments shall comply with established rules and procedures of the Board of Commissioners.

## IV. Steering Committee Officers

- A. **Steering Committee Chair** - The Steering Committee Chair will be selected by the Board of Commissioners and shall preside at Steering Committee meetings, if present. If the Chair is absent, County staff shall preside.



## V. Meetings

The Steering Committee shall meet as needed to accomplish its mission as defined in this document. All meetings will be conducted as open meetings consistent with the North Carolina Open Meetings Law.

### A. Regular Meetings

The Steering Committee shall hold a regular meeting on a regular monthly schedule, on a day to be decided following membership appointment.

### B. Special and Emergency Meetings

a. **Special Meetings.** The Chair, staff or a majority of the members may at any time call a special meeting of the Steering Committee. A special meeting may also be called or scheduled in open session during another duly called meeting.

b. **Emergency Meetings.** The Chair, staff or a majority of the members may at any time call an emergency meeting of the Steering Committee. Emergency meetings may be called only because of generally unexpected circumstances that require immediate consideration by the Steering Committee.

### C. Cancellation and Rescheduling of Meetings

The Chair or staff may cancel or reschedule a scheduled regular meeting upon determining that there will be no business for the Steering Committee to consider at that meeting, or sufficient notification has been given that indicates that there will be not be significant attendance at the meeting.

### D. Meeting Cancellations

For cancellations of any meeting, all Steering Committee members will be notified at least 24 hours before the scheduled meeting time. Steering Committee members may be notified via phone, fax, e-mail, or in writing.

### E. Attendance

All members of the Steering Committee are expected to be present at all regularly scheduled meetings.

a. **Sub-Committees.** Members of any Steering Sub-Committee are also expected to attend all meetings of that sub-committee.

### F. Meeting Agenda

The agenda should be prepared to achieve two functions:

1. Focus the Steering Committee by determining what issues will be considered at the meeting and what order each issue will be considered.
2. Serve as a guide to the public as to what issues will be considered at the meeting.
  - a. **Proposed Agenda.** Staff determines the content and order of the agenda for Steering Committee meetings. Copies of the Steering Committee proposed agenda and any supporting documents shall be emailed to all Committee members prior to the applicable meeting.

### G. Conduct of Meetings

All official meetings of the Steering Committee will be open to the general public and any person is entitled to attend. An "official" Steering Committee meeting is any gathering together of, or simultaneous communication between, a majority of Steering Committee members for the



purpose of considering the public business of the Steering Committee. A purely social gathering or communication does not constitute an official meeting.

As presiding officer, the Chair may take whatever action is necessary to provide opportunity for discussion on issues, focus comments and discussion on issues being considered, ensure orderly meetings, and ensure the efficient and effective disposition of issues before the Steering Committee.

## VIII. Sub-Committees

**Sub-Committee** - The Wake County Affordable Housing Steering Committee may create additional sub-committees to focus on more specific strategic areas defined through the comprehensive affordable housing planning process. Sub-committee membership will be facilitated through staff recommendation and appointed by Steering Committee members. Each Steering Committee Sub-Committee will have representatives appointed from the Steering Committee.

- A. **Establishment and Appointment** - The Steering Committee may establish and appoint members for such standing sub-committees as are required to help carry on the Steering Committee's work. The Steering Sub-Committee will investigate and review specific topics and strategies on behalf of the Steering Committee for the purpose of providing appropriate recommendations to be included in the 20-year, comprehensive affordable housing plan.
- B. **Standing Committee Appointments** – The Steering Committee shall make appointments for membership to Sub-Committees. Each sub-committee will be composed of one member and one alternate member from the Steering Committee membership. A Sub-Committee Chairperson will be appointed by the Sub-Committee members to manage activities of the Sub-Committee. Citizens may be representatives on established Sub-Committees.
- C. **Sub-Committee Procedures** – The Chair of the Sub-Committee will supervise meetings. Agendas, provided by staff, are to be sent to all members prior to a meeting.

## IX. Amendment of Rules

These rules may be amended at any regular meeting or at any properly called special meeting that includes amendment of the rules as one of the stated purposes of the meeting, unless a statute or a rule of the body that created the Steering Committee provides otherwise.



# Wake County Affordable Housing Steering Committee: Appointment Recommendations

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Area of Representation	Names	District	Background
1. Chairperson	Jessica Holmes		BOC Representative
2. Subject Matter Expert	Ann Oshel	4	Behavioral Health, Integrated Living and Supportive Housing
3. Subject Matter Expert	Stephen Player	6	Housing Development and Design
4. Subject Matter Expert	Teresa Piner	1	Staff – Town of Wendell (Town Manager)
5. Stakeholder	Vicki Scroggins-Johnson	7	Elected Official – Town of Morrisville
6. Subject Matter Expert	Gina Clapp	2	Staff – Town of Holly Springs (Director of Planning & Zoning)
7. Subject Matter Expert	Larry Jarvis	4	Staff – City of Raleigh (Director of Housing & Neighborhoods)
8. Stakeholder	Lori Bush	3	Elected Official – Town of Cary
9. Subject Matter Expert	Burnetta Smith	1	Housing Authority of the County of Wake
10. Stakeholder	Marvin Conelly	2	Wake County Public School System
11. Subject Matter Expert	Julie Paul	5	Land Use and Planning
12. Subject Matter Expert	Joe Stallings	2	Staff – Town of Garner (Director of Economic Development)
13. Subject Matter Expert	Gregg Warren	4	Developer of Affordable Housing
14. Subject Matter Expert	Tim Morgan	7	Developer of Affordable Housing
15. Subject Matter Expert	Jean Tedrow	5	Affordable Housing Service Provider
17. Stakeholder	Kent Jackson	2	Human Service Board Representative
18. Subject Matter Expert	Howard Manning	3	Community Outreach Agency
19. Subject Matter Expert	Cathy Tamsberg	5	Faith Community Representative
20. Subject Matter Expert	Shana Overdorf	5	Partnership to End and Prevent Homelessness
19. Subject Matter Expert	Debra King	7	Affordable Housing Property Manager and Land Owner
21. Subject Matter Expert	Harrison Tulloss	7	Realtor
22. Subject Matter Expert	Jacob Rogers	7	Apartment Association
23. Resident	Devone Young	1	Military Veteran Representative



# Wake County Affordable Housing Steering Committee: Appointment Recommendations

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Area of Representation	Names	District	Background
24. Subject Matter Expert	Kevin Campbell	4	Homeownership Agency
25. Subject Matter Expert	William Rowe	5	Fair Housing Representative
26. Subject Matter Expert	Tom Anhut	3	Construction Industry
27. Resident	John Verdejo	1	Homeownership Representative
28. Resident	Daniel Coleman	5	Building Contractor
29. Resident	Sonia Barnes	4	Government Representative
30. Resident	Tyran Hill	1	Housing Policy Advocate
31. Resident	Aaliyah Blaylock	5	Case Manager
32. Resident	Theresa Dew	2	Legal Representative





## Legislation Details (With Text)

**File #:** 16-609  
**Type:** Regular Item  
**Status:** Agenda Ready  
**In control:** Board of Commissioners  
**On agenda:** 12/5/2016  
**Final action:**  
**Title:** Approval of 2017 Board of Commissioners' Meeting Schedule and Budget Calendar  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Approval of 2017 Board of Commissioners Meeting Schedule and Budget Calendar.pdf](#)  
[2017-BOC-PROPOSED-MTG-SCHEDULE.pdf](#)

Date	Ver.	Action By	Action	Result
12/5/2016	1	Board of Commissioners	accepted	

Approval of 2017 Board of Commissioners' Meeting Schedule and Budget Calendar  
**That the Board of Commissioners approves the meeting schedule and budget calendar for 2017**



**2017 MEETING SCHEDULE**  
***Proposed Draft***

<b><i>Date</i></b>	<b><i>Day</i></b>	<b><i>Place</i></b>	<b><i>Description</i></b>	<b><i>Notable</i></b>	<b><i>Time</i></b>
January 2	Monday	Offices Closed	New Year's Day Observance	New Year's Day	
January 3	Tuesday	Rm 2700 2 <sup>nd</sup> floor, JC	Regular Meeting		5 pm
January 9	Monday	Rm 2800 2 <sup>nd</sup> floor, JC	Work Session		2 pm
January 16	Monday	Offices Closed	MLK Holiday	MLK Holiday	
January 17	Tuesday	Rm 2700 2 <sup>nd</sup> floor, JC	Regular Meeting		2 pm
February 6	Monday	Rm 2700 2 <sup>nd</sup> floor, JC	Regular Meeting		5 pm
February 13	Monday	Rm 2800 2 <sup>nd</sup> floor, JC	Work Session		2 pm
February 20	Monday	Rm 2700 2 <sup>nd</sup> floor, JC	Regular Meeting		2 pm
February	TBD	Board Retreat	Board Retreat	TBD	
February	TBD	Joint BOC/BOE Mtg.	Joint BOC/BOE Mtg.	TBD	
February 25-March 1	Saturday-Wednesday	Washington, DC	NACo Legislative Conference		
March 6	Monday	Rm 2700 2 <sup>nd</sup> floor, JC	Regular Meeting		5 pm
March 13	Monday	Rm 2800 2 <sup>nd</sup> floor, JC	Work Session		2 pm
March 20	Monday	Rm 2700 2 <sup>nd</sup> floor, JC	Regular Meeting		2 pm
April 3	Monday	Rm 2700 2 <sup>nd</sup> floor, JC	Regular Meeting		5 pm
April 10	Monday	Rm 2800 2 <sup>nd</sup> floor, JC	Work Session		2 pm
April 14	Friday	Offices Closed	Good Friday	Good Friday	
April 17	Monday	Rm 2700 2 <sup>nd</sup> floor, JC	Regular Meeting		2 pm
May 1	Monday	Rm 2700 2 <sup>nd</sup> floor, JC	Regular Meeting		5 pm
May 8	Monday	Rm 2800 2 <sup>nd</sup> floor, JC	Work Session		2 pm
May 15	Monday	Rm 2700 2 <sup>nd</sup> floor, JC	Regular Meeting	Budget Presentation	2 pm
May 29	Monday	Offices Closed	Memorial Day	Memorial Day	
June 5 (2 pm)	Monday	Rm 2700 2 <sup>nd</sup> floor, JC	Regular Meeting		2 pm
June 5 (7 pm)	Monday	Commons Building	Public Hearing	Budget	7 pm
June 12 (9 am)	Monday	Rm 2800 2 <sup>nd</sup> floor, JC	Work Session	Budget	9 am
June 19	Monday	Rm 2700 2 <sup>nd</sup> floor, JC	Regular Meeting	Budget Adoption	2 pm



## 16-609 - 2017-BOC-PROPOSED-MTG-SCHEDULE.docx

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<b><i>Date</i></b>	<b><i>Day</i></b>	<b><i>Place</i></b>	<b><i>Description</i></b>	<b><i>Notable</i></b>	<b><i>Time</i></b>
July 3	Monday	Rm 2700 2 <sup>nd</sup> floor, JC	Regular Meeting		5 pm
July 4	Tuesday	Offices Closed	4 <sup>th</sup> of July	4 <sup>th</sup> of July	
July 10	Monday	Rm 2800 2 <sup>nd</sup> floor, JC	Work Session		2 pm
July 17	Monday	Rm 2700 2 <sup>nd</sup> floor, JC	Regular Meeting		2 pm
July 21-24	Friday-Monday	Columbus, OH	NACo Annual Conference		
August 7	Monday	Rm 2700 2 <sup>nd</sup> floor, JC	Regular Meeting		5 pm
August 14	Monday	Rm 2800 2 <sup>nd</sup> floor, JC	Work Session		2 pm
August 10-13	Thursday-Sunday	Durham County, NC	NCACC Annual Conference		
August 21	Monday	Rm 2700 2 <sup>nd</sup> floor, JC	Regular Meeting		2 pm
September 4	Monday	Offices Closed	Labor Day Holiday	Labor Day	
September 5	Tuesday	Rm 2700 2 <sup>nd</sup> floor, JC	Regular Meeting		5 pm
September 11	Monday	Rm 2800 2 <sup>nd</sup> floor, JC	Work Session		2 pm
September 18	Monday	Rm 2700 2 <sup>nd</sup> floor, JC	Regular Meeting		2 pm
October 2	Monday	Rm 2700 2 <sup>nd</sup> floor, JC	Regular Meeting		5 pm
October 9	Monday	Rm 2800 2 <sup>nd</sup> floor, JC	Work Session		2 pm
October 16	Monday	Rm 2700 2 <sup>nd</sup> floor, JC	Regular Meeting		2 pm
November 6	Monday	Rm 2700 2 <sup>nd</sup> floor, JC	Regular Meeting		5 pm
November 10	Friday	Offices Closed	Veteran's Day	Veterans Day	
November 13	Monday	Rm 2800 2 <sup>nd</sup> floor, JC	Work Session		2 pm
November 20	Monday	Rm 2700 2 <sup>nd</sup> floor, JC	Regular Meeting		2 pm
November 23-24	Thursday-Friday	Offices Closed	Thanksgiving	Thanksgiving	
December 4	Monday	Rm 2700 2 <sup>nd</sup> floor, JC	Regular Meeting		5 pm
December 25-27	Monday-Wednesday	Offices Closed	Christmas	Christmas	





## Legislation Details (With Text)

**File #:** 16-593

**Type:** Appointment      **Status:** Agenda Ready

**In control:** Board of Commissioners

**On agenda:** 2/6/2017      **Final action:**

**Title:** Wake County Commission for Women

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Commission for Women Item Summary.pdf](#)  
[Commission for Women Members 2017.pdf](#)  
[Commission for Women Applicants 2017-2.pdf](#)  
[2015 Attendance Commission for Women 11.10.16.pdf](#)

Date	Ver.	Action By	Action	Result
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Wake County Commission for Women  
Enter Recommended Action Here





## Legislation Details (With Text)

**File #:** 16-594

**Type:** Appointment      **Status:** Agenda Ready

**On agenda:** 12/5/2016      **In control:** Board of Commissioners

**Title:** Fire Commission      **Final action:**

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Fire Commission Item Summary.pdf](#)  
[Fire Commission Board Details List.pdf](#)  
[Fire Commission Member List.pdf](#)  
[Applicants.pdf](#)  
[Fire Commission Attendance.pdf](#)  
[Fire Commission Attendance.pdf](#)

Date	Ver.	Action By	Action	Result
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Fire Commission  
Enter Recommended Action Here





## Legislation Details (With Text)

**File #:** 16-591

**Type:** Appointment      **Status:** Agenda Ready

**In control:** Board of Commissioners

**On agenda:** 12/5/2016      **Final action:**

**Title:** Raleigh-Durham Airport Authority

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Item Summary.pdf](#)  
[Raleigh-Durham Airport Authority Members.pdf](#)  
[RDU Applicants 12-16.pdf](#)  
[RDU Attendance.pdf](#)

Date	Ver.	Action By	Action	Result
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Raleigh-Durham Airport Authority  
Enter Recommended Action Here





## Legislation Details (With Text)

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**File #:** 16-585

**Type:** Appointment      **Status:** Agenda Ready

**In control:** Board of Commissioners

**On agenda:** 12/5/2016      **Final action:**

**Title:** Fairview Rural Fire Department Inc. Board of Trustees Firemen's Relief Fund

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Item Summary.pdf](#)  
[Fairview Rural Fire Department Inc Board of Trustees Firemen's Relief Fund Members.pdf](#)  
[Fairview Rural Fire District Report.pdf](#)

Date	Ver.	Action By	Action	Result
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Fairview Rural Fire Department Inc. Board of Trustees Firemen's Relief Fund  
Enter Recommended Action Here





## Legislation Details (With Text)

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**File #:** 16-587

**Type:** Appointment      **Status:** Agenda Ready

**In control:** Board of Commissioners

**On agenda:** 12/5/2016      **Final action:**

**Title:** Garner Fire Department Board of Trustees Firemen's Relief Fund

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Item Summary.pdf](#)  
[Garner Fire Department Board of Trustees Firemen's Relief Fund Members .pdf](#)  
[Garner Fire District Report.pdf](#)

Date	Ver.	Action By	Action	Result
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Garner Fire Department Board of Trustees Firemen's Relief Fund  
Enter Recommended Action Here



**Item Title:** Garner Fire Department Board of Trustees, Firemen's Relief Fund

**Function:** Controls the release of the firemen's relief fund as indicated by the state statute

**Meeting Schedule:** As called

**Number of members total on Board:** 5

**Number of appointments made by County Commissioners:** 2

**TWO VACANT POSITIONS**

**Note:** At the August 12, 1991 meeting of the Board of Commissioners, the Board voted to waive the County policy of maximum years served due to the difficulty in soliciting people to serve on the Fire Department Boards of Trustees.

**Individuals Interested in Reappointment:**

1. Mr. Kevin Radford
2. Mr. Steve Woodall

**Attachments: 3**

1. Item Summary
2. Board Membership
3. Rural Fire District Report





## Legislation Details (With Text)

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**File #:** 16-588

**Type:** Appointment      **Status:** Agenda Ready

**In control:** Board of Commissioners

**On agenda:** 12/5/2016      **Final action:**

**Title:** Hopkins Rural Fire Department Inc. Board of Trustees Firemen's Relief Fund

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Item Summary.pdf](#)  
[Hopkins Fire Department Board of Trustees Firemen's Relief Fund Members.pdf](#)  
[Hopkins Fire District Report.pdf](#)

Date	Ver.	Action By	Action	Result
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Hopkins Rural Fire Department Inc. Board of Trustees Firemen's Relief Fund  
Enter Recommended Action Here



**Item Title: Hopkins Rural Fire Department Inc., Board of Trustees Firemen's Relief Fund**

**Function:** Controls the release of the Firemen's Relief Fund as indicated by the State Statute

**Meeting Schedule:** As called

**Number of members total on Board:** 5

**Number of appointments made by County Commissioners:** 2

**ONE VACANT POSITION**

**Note: At the August 12, 1991 meeting of the Board of Commissioners, the Board voted to waive the County policy of maximum years served due to the difficulty in soliciting people to serve on the Fire Department Boards of Trustees.**

**Resigned:** Mr. Michael Ezzell

**Individual Interested in Appointment by the Fire Chief:**

1. Deputy Chief Matthew White

**Attachments: 2**

1. Board membership
2. Rural Fire District Report





## Legislation Details (With Text)

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**File #:** 16-589

**Type:** Appointment      **Status:** Agenda Ready

**In control:** Board of Commissioners

**On agenda:** 12/5/2016      **Final action:**

**Title:** Rolesville Rural Fire Department Board of Trustees Firemen's Relief Fund

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Item Summary.pdf](#)  
[Rolesville Rural Fire Department Board of Trustees Firemen's Relief Fund Members.pdf](#)  
[Rolesville Rural Fire District Report.pdf](#)

Date	Ver.	Action By	Action	Result
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Rolesville Rural Fire Department Board of Trustees Firemen's Relief Fund  
Enter Recommended Action Here



**Item Title:** Rolesville Rural Fire Department Board of Trustees Firemen's Relief Fund

**Function:** Controls the release of the firemen's relief fund as indicated by state statute

**Meeting Schedule:** As called

**Number of members total on Board:** 5

**Number of appointments made by County Commissioners:** 2

**TWO VACANT POSITIONS**

**Note:** At the August 12, 1991 meeting of the Board of Commissioners, the Board voted to waive the County policy of maximum years served due to the difficulty in soliciting people to serve on the Fire Department Boards of Trustees.

**Individuals Interested in Reappointment/Recommended by the Fire Chief:**

1. Mr. Jerry Wayne Eddins
2. Mr. Charles Jones

**Attachments:** 2

1. Board Membership
2. Rural Fire District Report





## Legislation Details (With Text)

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**File #:** 16-590

**Type:** Appointment      **Status:** Agenda Ready

**In control:** Board of Commissioners

**On agenda:** 12/5/2016      **Final action:**

**Title:** Stony Hill Rural Fire Department Board of Trustees Firemen's Relief Fund

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Item Summary.pdf](#)  
[Stony Hill Rural Fire Department Board of Trustees Firemen's Relief Fund Members.pdf](#)  
[Stony Hill Rural Fire District Report.pdf](#)

Date	Ver.	Action By	Action	Result
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Stony Hill Rural Fire Department Board of Trustees Firemen's Relief Fund  
Enter Recommended Action Here



**Item Title:** Stony Hill Rural Fire Department Board of Trustees Firemen's Relief Fund

**Function** Controls the release of the Firemen's Relief Fund as indicated by the State Statute

**Meeting Schedule:** As called

**Number of members total on Board:** 5

**Number of appointments made by County Commissioners:** 2

**TWO VACANT POSITIONS**

<p><b>Note:</b> At the August 12, 1991 meeting of the Board of Commissioners, the Board voted to waive the County policy of maximum years served due to the difficulty in soliciting people to serve on the Fire Department Boards of Trustees.</p>
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**Individuals Interested in Reappointment/Recommended by the Fire Chief:**

1. Mr. G. Brian Dillard
2. Mr. Charles O. Brown II

**Attachments:** 2

1. Board membership
2. Rural Fire District Report





## Legislation Details (With Text)

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**File #:** 16-586

**Type:** Appointment      **Status:** Agenda Ready

**In control:** Board of Commissioners

**On agenda:** 12/5/2016      **Final action:**

**Title:** Western-Wake Fire-Rescue Department Inc. Board of Trustees Fireman's Relief

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Item Summary.pdf](#)  
[Western Wake Fire-Rescue Department Inc Board of Trustees Firemen's Relief Fund Members.pdf](#)  
[Western Wake Fire District Report.pdf](#)

Date	Ver.	Action By	Action	Result
12/5/2016	1	Board of Commissioners	accepted	

Western-Wake Fire-Rescue Department Inc. Board of Trustees Fireman's Relief  
Enter Recommended Action Here



**Item Title:** Western Wake Fire-Rescue Department, Inc. Board of Trustees Firemen's Relief Fund

**Function:** Controls the release of the firemen's relief fund as indicated by the state statute

**Meeting Schedule:** As called

**Number of members total on Board:** 5

**Number of appointments made by County Commissioners:** 2

**TWO VACANT POSITIONS**

**Individuals Interested in Reappointment/Recommended by the Fire Chief:**

1. Mr. Edward V. Brantley
2. Mr. Stephen D. Mickler

**Attachments:** 3

1. Item Summary
2. Board Membership
3. Rural Fire District Report





## Legislation Details (With Text)

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**File #:** 16-592

**Type:** Appointment      **Status:** Agenda Ready

**On agenda:** 12/5/2016      **In control:** Board of Commissioners

**Title:** Upcoming Vacancies      **Final action:**

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Upcoming Vacancies for January 2017.pdf](#)

Date	Ver.	Action By	Action	Result
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Upcoming Vacancies  
Enter Recommended Action Here