



Wake County

301 South McDowell Street
Raleigh, NC

Meeting Minutes Board of Commissioners

Monday, July 23, 2018

2:00 PM

Room 2700, Wake County Justice Center

Meeting Called to Order: Chair Jessica Holmes

Present: 5 - Chair Jessica Holmes, Commissioner John D. Burns, Commissioner Matt Calabria, Commissioner Erv Portman, and Commissioner James West

Absent: 2 - Vice-Chair Sig Hutchinson, and Commissioner Greg Ford

Others Present: David Ellis, County Manager; Bill Greeves, Chief Information and Innovation Officer; Scott Warren, County Attorney; Denise Hogan, Clerk to the Board; Yvonne Gilyard, Deputy Clerk to the Board; Johnna Rogers, Chief Operating Officer; Chris Dillon, Assistant County Manager; Denise Foreman, Assistant County Manager; Ben Canada, Assistant to the County Manager

Pledge of Allegiance

Chair Holmes indicated that she interviewed two youth that are participating in the YouthVoice activities at the upcoming North Carolina Association of County Commissioners Conference in Catawba County, August 22-26, 2018. She asked the youth to lead the Pledge of Allegiance.

Selina Ifidon, Southeast Raleigh High School, and James Chavis, Garner Magnet High School, introduced themselves and led the Pledge of Allegiance.

Invocation: Chair Jessica Holmes

Items of Business

1. [Approval of Agenda](#)

Chair Holmes asked that item # 13 be removed on the consent agenda and be considered at a future date.

Commissioner West moved, seconded by Commissioner Portman, to approve the agenda. The motion carried by the following vote:

Aye: 4 - Chair Holmes, Commissioner Calabria, Commissioner Portman, and Commissioner West

Absent: 3 - Vice-Chair Hutchinson, Commissioner Burns, and Commissioner Ford

2. [Approval of the Minutes of the Regular Meeting of June 18, 2018 and the Work Session of July 9, 2018](#)

Commissioner Calabria moved, seconded by Commissioner West, to approve the Mmnutes of the Regular Meeting of June 18, 2018 and the Work Session of July 9, 2018. The motion carried by the following vote:

Aye: 4 - Chair Holmes, Commissioner Calabria, Commissioner Portman, and Commissioner West

Absent: 3 - Vice-Chair Hutchinson, Commissioner Burns, and Commissioner Ford

3. [Recognition of Paul White for his Service on the Wake County Alcohol Beverage Control Board](#)

Attachments: [Paul White Item Summary.docx](#)

Commissioner West recognized Mr. Paul White for his service on the Wake County Alcohol Beverage Control Board. He said that "In every walk of life and every honest calling has its own aristocracy of excellence." He said that this statement represents Mr. White's aristocracy of excellence. He said Alexis de Tocqueville, French Historian, political scientist, historian, and politician spoke about the genius of America, citizenship, and Democracy. Commissioner West said that Democracy is needed in order for the Wake County Alcohol Beverage Control Board to engage citizens, conduct the business of the county effectively, and improve the quality of life. He said that Mr. White has worked at Universal Chevrolet in Wendell, NC as a salesman. He said that his community involvement includes involvement with the Wendell Chamber of Commerce, served on the Town of Wendell Planning Board, Wendell Economic Development Committee, and North Carolina Chevrolet Dealer Council.

Commissioner West said the Board of Commissioners thank Mr. White for his service.

He presented him with a plaque for his service.

Mr. White said that he has enjoyed his service on the Wake County Alcohol Beverage Control Board. He said that the Wake County Alcohol Beverage Control Board provides a service for Wake County in a controlled environment. He said the income keeps the taxes down by providing funds to government organizations and grants to prevent education, treatment and prevention of alcohol drug abuse and addiction. He said the State of North Carolina and Wake County has one of the best programs in the country. He recognized Mr. Joel Keith, General Manager, Wake County Alcohol Beverage Control Board and Mr. Bryan Hicks, Assistant General Manager; Wake County Alcohol Beverage Control Board.

That the Board of Commissioners recognizes Paul White for his service on the Wake County Alcohol Beverage Control Board

4. [Resolution Recognizing Dr. Stephen C. Scott on his Retirement as President, Wake Technical Community College](#)

Attachments: [Dr. Stephen Scott Item Summary.docx](#)
 [Dr. Scott Resolution.doc](#)

Commissioner Calabria recognized Dr. Stephen C. Scott for his service to Wake County and on his retirement from Wake Technical Community College on August 31, 2018. He said that when he first ran for office, he was given instruction to support Wake Technical Community College and its president. He said for fifteen years Dr. Scott has led Wake Technical Community College. Commissioner Calabria said that it is an honor for the board to recognize Dr. Scott.

Dr. Scott said that it has been a wonderful 15 years to serve as President of Wake Technical Community College. He commended the Board of Commissioners for the forward thinking and outstanding partners of the community college. He said that workforce development, economic development, and individual development are important for students. He said that enrollment has reached 77,000 students this past year. He commended the 1,300 faculty, staff, and 2,000 adjunct professors that make learning happen for the students.

Commissioner Calabria presented a plaque to Dr. Scott and read the Resolution aloud.

Commissioner Calabria moved, seconded by Commissioner West, that the Board of Commissioners recognize Dr. Stephen C. Scott on his retirement as President, Wake Technical Community College. The motion carried by the following vote:

Aye: 4 - Chair Holmes, Commissioner Calabria, Commissioner Portman, and Commissioner West

Absent: 3 - Vice-Chair Hutchinson, Commissioner Burns, and Commissioner Ford

5. [Recognition of Recent Awards](#)

Attachments: [Revised Awards Item Summary July 23.docx](#)

Wake County Recognized for Excellence in Technology

Mr. Bill Greeves, Chief Information and Innovation Officer, shared the digital county awards. He said Wake County was named the nations number 2 digital county of its size in the 16th annual digital counties survey. He said this is Wake county's seventh consecutive top 10 finish in a survey of over 3,000 counties. Mr. Greeves said the survey is a partnership between NACo and The Center for Digital Government to identify the best technology practices among U.S. counties, including initiatives that streamline delivery of services, encourage open data, collaboration and shared services, enhance cybersecurity and contribute to disaster response and recovery efforts.

He said according to the survey results, Wake County is again near the top of the pack for an ongoing commitment to aligning IT with the county's broader strategic goals. He said the survey recognized our strong citizen engagement and inclusion efforts, such as a new program that sends automatic appointment reminders via phone or text to people enrolled in the WIC program, resulting in an annual cost savings of more than \$50,000. He said another area where Wake County excels is cybersecurity. The survey highlighted our robust employee training and communication efforts around phishing and other cyberattacks. The survey applauded Wake County for attracting and retaining the best and brightest IT professionals in a very competitive tech environment, as well as for our progress in advancing innovative initiatives that improve productivity and enhance customer service.

Mr. Greeves said as evidenced by our consistent ranking as a top Digital County, Wake County clearly recognizes the value of innovation and adaption, and effectively leverages technology and data to better inform and protect our organization and our citizens, save taxpayer money, and provide a better citizen experience. He recognized the following IT staff:

John Higgins, Information Technology Director

Mike Bass, Assistant IT Director
Jackie Brady, Assistant IT Director
Jakeema Dawkins, IT Manager
Lisa Jones, Assistant IT Director
Sara Mazurak, IT Manager
Paula Richardson, Assistant IT Director

Mr. Greeves congratulated the entire Information Services staff on this remarkable achievement, and thanked them for the work they do to make our services more efficient, accessible and user-friendly for our employees and the citizens Wake County.

2018 NACo Achievement Awards

Mr. David Ellis, County Manager, presented additional NACo Achievement Awards. He said since 1970, the annual National Association of Counties Achievement Awards Program has recognized innovative initiatives and programs that modernize county government and enhance services to county residents.

He said Wake County has consistently earned recognition through this program, and this year is no different. Wake County received six NACo Achievement Awards in four different categories. He said today, we are recognizing those winning initiatives and the employees responsible for them.

He asked the following staff to join him:

Regina Petteway, Human Services Director
Jason Mahoney, Human Services Program Manager
Jennifer Evans, Human Services Supervisor II
Sandi Nuss, Human Services Senior Practitioner

Children and Youth Category

Mr. Ellis said the Human Services Child Welfare Program received a NACo Achievement Award in the Children and Youth category for the Educational Advocacy Project, which seeks to improve the educational outcomes for children in foster care.

He said studies have consistently shown that children in foster care have

lower academic achievement compared to children not in foster care. Some studies indicate that 60 percent of these students finish high school and only 3 percent pursue post-secondary education.

Mr. Ellis said to reverse this trend, Wake County worked with several community partners, including the Wake Guardian ad Litem Program, Friends of Wake Guardian ad Litem Program, and Triangle Literacy Council to launch the Educational Advocacy Project.

He said through this project, underperforming students in the county's foster care system were enrolled in a unique tutoring program that addressed the specific challenges facing children in foster care.

He said nearly 50 foster children participated in the program between April 2016 and August 2017, and pre- and post-program testing showed that more than 70% demonstrated progress in reading and 55% improved in math.

Mr. Ellis congratulated the Human Services Child Welfare team and their community partners on this achievement, and for their continued work to make the future brighter for Wake County's foster children.

Community and Economic Development

Mr. Ellis asked Ms. Petteway to join him again as well as Verna Best, Human Services Program Manager; and Katherine Williams, Cooperative Extension Director.

Mr. Ellis said as part of an ongoing effort to revitalize one of Wake County's most vulnerable communities, Human Services partnered with United Way, City of Raleigh, Southeast Raleigh Promise, as well as a community Co-Design Team to sponsor the Southeast Raleigh Innovation Challenge.

He said this unique initiative brings skill-building, resources and networks for innovation to fuel the economic engine vital to the historic yet vulnerable Southeast Raleigh community.

He said the competitive Challenge invited community residents, small businesses, nonprofits, faith-based groups and youth to develop innovative but practical solutions to the areas specific economic and social issues,

then present their ideas for a chance to win seed money. He said fifty-three community members applied to participate and 42 were selected to pitch their ideas to a live audience.

Mr. Ellis said a six-week accelerator program, managed through United Way and the Carolina Small Business Development Fund, helped 24 semi-finalists develop their ideas and prepare to pitch them publicly. Ultimately, five finalists and five seed capital winners were awarded funding from a \$120,000 prize pool.

He said the Challenge's first year success measures included community engagement, ideation for economic vitality and authentic skill building. In addition, the Challenge ignited financial, human and intellectual capital development in this underserved community and celebrated community development driven both by and for the residents who live and work there.

Mr. Ellis congratulated Human Services, and especially Verna, on this recognition of innovation and excellence at work.

The next award went to Human Resources for their holistic, whole life approach of well-being. Mr. Ellis asked the following staff to join him:

Angela Crawford, Human Resources Director
Glenda Farrell, Deputy Human Resources Director
Robin Pleasant, Human Resources Consultant
Taylor Miron, Wellness Coordinator

Personnel Management Employment and Training

Mr. Ellis said Wake County's Human Resources department swept the Personnel Management, Employment and Training category, receiving three Achievement Awards. He said the first award recognized the Living Great @ Wake employee wellness program.

He said in 2016, Wake County expanded its employee wellness program to take a more holistic approach to well-being. The new program focuses on all dimensions of personal wellness, going beyond the traditional focus on physical health and emphasizing emotional, social and financial wellness as well. He said the program is branded Living Great @ Wake and is anchored by an innovative, interactive website that provides

employees access to more than 200 different wellness programs and events. He said activities range from disease management and acute care to financial seminars and stress relief workshops.

Mr. Ellis said by offering a wide variety of options, the program ensures that all employees have opportunities to improve their personal wellness, regardless of where they fall on the health and well-being continuum. In addition to helping employees reduce their health risks and make measurable improvements to their personal wellness, Living Great @ Wake has also contributed to Wake County being named the Triangle Business Journal's Healthiest Employer in the Triangle and the 14th Healthiest Employer in the Country.

Supervisory Training Achieves Results (STAR) (Human Resources)

The next award was also for Human Resources for the Supervisory Training Achieves Results (STAR) program. Mr. Ellis asked Ms. Crawford to join him again along with Paige Dosser, Human Resources Manager; Shayla Frinks, Human Resources Consultant; and Rochelle Whitaker, Human Resources Consultant.

Mr. Ellis said Wake County recognizes that leadership is one of the most influential elements of government and business, and that effective leadership training provides our leaders with the tools, knowledge and ability to impact and inspire their staff. He said when a countywide needs assessment and feedback from exit interviews revealed deficiencies in training for leadership, HR developed the Supervisory Training Achieves Results (STAR) program. The county's former leadership training program required more than 110 hours of classroom instruction, had only 100 graduates over a four-year period, and generally did not produce results.

He said the new application-based, 40-hour program provides training in eight essential leadership competencies and covers topics such as problem-solving, decision-making, collaboration and managing the workforce. Once accepted into the program, participants complete a self-assessment and engage with senior-level executives during the Leadership Advisory Panel. He said in order to graduate, participants must identify, develop and present a SMART goal and demonstrate progress quarterly.

Mr. Ellis said the pre- and post-program testing allows Human Resources to evaluate and substantiate the knowledge gained in the program and ensure that the STAR program effectively promotes Wake County's culture of continuous improvement and professional development.

Training Goes Virtual (Human Resources)

Mr. Ellis shared the third and final award granted to the Human Resources Department. He said HR's Training team also won an Achievement Award for implementing a virtual training program that has reduced costs associated with learning and development and increased employee participation by more than 500%.

He said Wake County's workforce includes five very different generations of employees, and our training demands continue to increase while resources remain relatively lean. He said when analysis revealed that some of the county's training goals could be effectively achieved through online training rather than instructor-led training, HR purchased a tool to create nearly 70 interactive e-learning courses covering topics such as diversity, discrimination and interviewing.

Mr. Ellis said HR also transitioned the four-hour new-hire benefits orientation and the annual open enrollment process to interactive e-learning modules, allowing employees and their families to review their benefit options virtually, when and where it is most convenient for them to do so. E-learning has decreased the county's training costs due to the speed and ease in which e-learning is delivered and the ability to update and customize content in-house. He said virtual training is also greener and more convenient, since training is now easily-accessible 24/7. He said prior to launching the virtual training program, employees completed about 3,600 HR trainings per year. After the launch of e-learning, employees completed nearly 20,000 training sessions in 2017 alone.

Mr. Ellis congratulated the Human Resources staff on a job well done. He said the work they do is essential to the success of our employees and the work they do every day.

Risk and Emergency Management

Mr. Ellis said the final department award went to the Animal Services Safety Team. He asked the following staff to join him:

Dr. Jennifer Frederico, Animal Services Director

Dr. Sandra Strong, Chief Veterinarian

Greg Ceseretti, Administrative Services Coordinator II

Jaime Stancil, Customer Services Representative

Nathan Selig, Animal Health Care Technician

Kathleen Nilsson, Safety Coordinator

Dwayne Eury, Safety and Security Director

He said NACo recognized the Wake County Animal Center for the development of the employee-led Animal Services Safety Team, which delivers a consistent evaluation of work environments and provides employees with a framework for addressing safety concerns. He said the safety team includes staff from each area of the animal center, and the county's Safety Coordinator attends team meetings to provide subject matter expertise. Management also attends frequently to stay informed of safety concerns.

Mr. Ellis said since coming together, the team has created and implemented a safety checklist used for monthly employee-led facility inspections and identified nearly 60 safety concerns and facility repair needs. In addition, a new employee safety orientation specifically trains newly hired Animal Center staff and key employees who have attended First Aid and CPR/AED training.

He said the Animal Center's OSHA Days Away Restricted or Transferred score, which reflects employee work related accidents, went from 5.61 to zero for 2017, quantifying the impact of the teams efforts to enhance employee and facility safety at the Animal Center. He said this program also proves that launching an employee-driven safety team can engage front-line staff and create a safer, healthier environment for everyone who works or visits a county facility.

Regina Petteway Named Living Legend by Raleigh-Wake Citizens Association

Lastly, Mr. Ellis shared that last month, the Raleigh-Wake Citizens Association presented Ms. Regina Petteway with the 2018 Living Legend

Award in Public Health. He said the award recognizes her passion and diligence in promoting good health among the areas underserved and most vulnerable communities.

He said the RWCA acknowledged her work to strengthen the county's network of services for health and economic vitality, and highlighted the fact that under Petteway's leadership of Human Services, Wake County was recently named the healthiest county in North Carolina. He said of her most recent accomplishments, Regina is most proud of leading the effort to improve our benefits distribution systems and building a stronger network of services in the most vulnerable areas of our county. He said she is also excited to be involved in establishing a department of housing affordability that will address one of the most important social determinants of health for our residents.

Mr. Ellis said former Wake County Human Services Director and state DHHS Deputy Secretary Maria Spaulding summed up Regina's Living Legend status best when she said that "Regina has a strong background in and commitment to the field of public health and works tirelessly toward the goals and objectives of the profession. She is excellent at promoting good health through organized approaches that concentrate on informed decisions. Our community greatly benefits from this approach and specifically her efforts in this broader arena."

He congratulated Ms. Petteway for being named a Living Legend.

Commissioner Burns joined the meeting at 2:43 PM

6. [Retiree Recognition](#)

Attachments: [Item Summary 7.23.2018.docx](#)
 [Donna Daughtry Bio.docx](#)
 [Robin Greenwald Bio.docx](#)

Mr. Ellis recognized Ms. Donna Daughtry, 30 years of service, Wake County Human Services, and Ms. Robin Greenwald, 31 years of service, Wake County Human Services.

He presented them with plaques commensurate to their services with Wake County.

Consent Agenda

Commissioner Burns commended the service of Mr. White and Dr. Scott. He said that he was unable to participate in the beginning of the meeting and missed the recognitions.

Commissioner West moved, seconded by Commissioner Burns, to approve the consent agenda. The motion carried by the following vote:

Aye: 5 - Chair Holmes, Commissioner Burns, Commissioner Calabria, Commissioner Portman, and Commissioner West

Absent: 2 - Vice-Chair Hutchinson, and Commissioner Ford

7. [Acceptance of Federal Historic Preservation Fund Grant of \\$11,500 for the Wake County Historic Preservation Commission](#)

Attachments: [Item Summary.docx](#)
[Award Letter - Wake County.pdf](#)
[Budget Memo - FY 2019 Grants Fund.xlsx](#)

Commissioner West moved, seconded by Commissioner Burns, that the Board of Commissioners accept and appropriate grant funding totaling \$11,500 from the Federal Historic Preservation Fund. The motion carried by the following vote:

Aye: 5 - Chair Holmes, Commissioner Burns, Commissioner Calabria, Commissioner Portman, and Commissioner West

Absent: 2 - Vice-Chair Hutchinson, and Commissioner Ford

8. [Multi-Year Contract Providing Public Managed Wireless Internet Access for Citizens in Designated Locations](#)

Attachments: [Item Summary Wireless Internet Access 7-23-18.docx](#)

Commissioner West moved, seconded by Commissioner Burns, that the Board of Commissioners authorize the County Manager to negotiate and execute a multi-year service contract up to nine years with Anaptyx, LLC to provide Public Managed Wireless Internet Access (Wi-Fi) in Wake County facilities. The motion carried by the following vote:

Aye: 5 - Chair Holmes, Commissioner Burns, Commissioner Calabria, Commissioner Portman, and Commissioner West

Absent: 2 - Vice-Chair Hutchinson, and Commissioner Ford

9. [Approval of a Five-Year Agreement with Waste Industries, LLC to Operate Multi-Material](#)

[Recycling Facilities](#)

Attachments: [Board Item Summary MMRF Contract.docx](#)
[Waste Industries MMRF Operations Contract
\(09.01.2018-08.31.2023\).docx](#)

Commissioner West moved, seconded by Commissioner Burns, that the Board of Commissioners approve a five-year agreement with Waste Industries, LLC to operate the Multi-Material Recycling Facilities in Wake County and authorizes the County Manager to executive contracts on behalf of Wake County for these services, subject to the terms and conditions acceptable to the County Attorney. The motion carried by the following vote:

Aye: 5 - Chair Holmes, Commissioner Burns, Commissioner Calabria, Commissioner Portman, and Commissioner West

Absent: 2 - Vice-Chair Hutchinson, and Commissioner Ford

10. [Ground Lease Agreement with Towns of Cary and Apex for Radio Tower](#)

Attachments: [Item Summary.docx](#)
[WWRWRF Tower Lease Agreement - Final \(06-08-2018\).pdf](#)

Commissioner West moved, seconded by Commissioner Burns, that the Board of Commissioners authorize the County Manager to execute a thirty-year ground lease agreement with two (2) ten-year renewal options with the Town of Apex and the Town of Cary. The motion carried by the following vote:

Aye: 5 - Chair Holmes, Commissioner Burns, Commissioner Calabria, Commissioner Portman, and Commissioner West

Absent: 2 - Vice-Chair Hutchinson, and Commissioner Ford

11. [First Amendment to the Interlocal Agreement for Impervious Surface Calculations at Willow Springs Elementary School](#)

Attachments: [Item Summary.docx](#)
[Willow Springs Elementary ILA 2002.pdf](#)
[Proposed First Amendment to ILA.docx](#)

Commissioner West moved, seconded by Commissioner Burns, that the Board of Commissioners authorize the County Manager to execute this First Amendment to the Interlocal Agreement for Impervious Surface Calculations at Willow Springs Elementary School. The motion carried with the following vote:

Aye: 5 - Chair Holmes, Commissioner Burns, Commissioner Calabria, Commissioner Portman, and Commissioner West

Absent: 2 - Vice-Chair Hutchinson, and Commissioner Ford

12. [Interlocal Agreement with the City of Raleigh for Hazardous Materials Response Team Services](#)

Attachments: [2018 Raleigh Hazmat contract agenda item 6-4-2018.doc](#)
[Wake County ILA for City of Raleigh HazMat Service 2018.docx](#)
[Exhibit A - Equipment and Supplies Expended Report.pdf](#)
[Exhibit B - Distribution of Costs.pdf](#)
[Exhibit C - Hazmat Fee Schedule v2.pdf](#)
[Budget Memo - FY 2019 Fire Services.xlsx](#)

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

1. Authorize the County Manager to sign an Interlocal Agreement with the City of Raleigh for Hazardous Materials Response Team Services.

2. Reduce the Fire Services Budget by \$80,000 to eliminate the municipal share of payments to the City of Raleigh for Hazardous Materials Response Team Services. The motion carried with the following vote:

Aye: 5 - Chair Holmes, Commissioner Burns, Commissioner Calabria, Commissioner Portman, and Commissioner West

Absent: 2 - Vice-Chair Hutchinson, and Commissioner Ford

13. [Wake County Water, Sewer and Road Financial Policy](#)

Attachments: [Item Summary](#)
[Wake County Water, Sewer, & Road Financial Policy \(Amended\)](#)
[Sample Petition \(Amended\)](#)

This item was deferred to a future meeting.

14. [General Obligation Bond Referenda for Schools, Wake Tech and Parks, Greenways, Recreation and Open Space for November 2018 Ballot](#)

Attachments: [20180723 Item Summary - Fall 2018 Referenda.docx](#)
 [20180723 Attachment 1 - Introduce Bond Orders - Fall 2018 Referenda.DOC](#)
 [20180723 Attachment 2 - Sworn Statement of Debt - Fall 2018 Referenda.DOC](#)
 [20180723 Attachment 3 - Statement of Total Estimated Interest - Fall 2018 Referenda.DOC](#)
 [20180723 Attachment 4 - Tax Impact Chart - Fall 2018 Referenda.pdf](#)
 [20180723 Attachment 5 - Schools Project List for Referendum.pdf](#)
 [20180723 Attachment 6 - Wake Tech Project List for Referendum.pdf](#)
 [20180723 Attachment 7 - Fall 2018 Referendum Calendar.DOC](#)

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

- 1. Introduce respective Bond Orders related to proposed November 2018 Referenda;**
- 2. Authorize filing of Sworn Statement of Debt and Statement of Estimated Interest with Board Clerk; and**
- 3. Call for a public hearing at the August 6, 2018 Board of Commissioners meeting and direct local publication of Notice of Public Hearing for same. The motion carried with the following vote:**

Aye: 5 - Chair Holmes, Commissioner Burns, Commissioner Calabria, Commissioner Portman, and Commissioner West

Absent: 2 - Vice-Chair Hutchinson, and Commissioner Ford

- 15. [Tax Committee Recommendations for Value Adjustments, Penalty Waivers, Tax Relief Applications, Refund Requests and Various Reports](#)**

Attachments: [Tax Collections Item Summary](#)
 [Tax Committee Agenda Process](#)
 [Executive Summary 1](#)
 [Executive Summary 2](#)
 [July 2018 Refunds Under 500](#)
 [Daily Updates For Penalties](#)
 [Daily Updates For Special Situations](#)
 [Daily Updates For Tax Deferments](#)
 [Municipal Collection Report](#)
 [Wake County Collection Report](#)
 [Monthly In-Rem Foreclosure Report](#)
 [PFB Summary Report](#)
 [Register of Deeds Excise Tax Report](#)

Commissioner West moved, seconded by Commissioner Burns, that the Board of Commissioners approve the attached recommendations by the Tax Committee. The motion carried by the following vote:

Aye: 5 - Chair Holmes, Commissioner Burns, Commissioner Calabria, Commissioner Portman, and Commissioner West

Absent: 2 - Vice-Chair Hutchinson, and Commissioner Ford

Public Comments

Mr. Bob Sorrels, 4709 West Grey Court, Fuquay-Varina, said he lives in the West Oaks Subdivision in Fuquay-Varina and he thanked the board for seeking a remedy to address the abandoned streets. He said the change in the payback formula would put a financial strain on some citizens.

Mr. Mike Inman, 4601 Eastbrae Court, Fuquay-Varina, said the road in the West Oaks Subdivision is used by the county and the state. He thanked the board for seeking a solution but feels some families may struggle with a short payback period.

Mr. Bob Hall, 4700 Wyndchase Court, Fuquay-Varina, said his neighborhood has been working with the county to bring the West Oaks subdivision roads up to state standards. He said the residents were expecting a ten-year payback period and he feels a shorter time-frame will make the project unaffordable to some residents. He asked that the repayment period not be reduced.

Mr. Chris Pappas, 5404 West Oaks Drive, Fuquay-Varina, said the neighbors are working together to get the roads repaired. He said the delay in the vote on the item provides time for alternatives to the issue. He

thanked the board for delaying the vote.

Mayor Frank Eagles, Town of Rolesville, spoke about Union Station and the cost of parking there. He said that the cost is \$18 a day for parking. He asked the board to speak with the City of Raleigh about the charges.

Regular Agenda

16. [Public Hearing to Consider Text Amendment OA-01-18 to the Wake County Unified Development Ordinance](#)

Attachments: [Item summary.docx](#)
[UDO Amendment Presentation 7-23-18.pdf](#)
[Staff Report OA-01-18.docx](#)
[OA-01-18 Statement of Consistency Resolution BOC.docx](#)
[OA-01-18 Ordinance Amendment Resolution BOC.docx](#)
[Planning Board minutes.pdf](#)

Ms. Terry Nolan, Planner III, shared the purpose of the ordinance amendment OA-01-18. She said the purpose of the amendment is to update and edit four sections of the Wake County Unified Development Ordinance pertaining to lakes and dams, processing of reports to the Board of Adjustment, and definitions used for planning purposes. She said the proposed amendment will accomplish the following three things.

- Brings UDO in line with North Carolina State Law
- Reflects current practice for processing special use requests heard by the Board of Adjustment
- Clarifies definitions of Floor Area and Lot Width

She shared information about the conformity to state law. She shared the regulation for lakes and dams. She shared the changes in special use procedure. She shared the correction to the floor area definition. She shared the lot width information and how it is measured.

Commissioner Burns asked about the method used to determine the size of an irregular shaped lot. Ms. Nolan said the definition was proposed by development staff and the Unified Development Ordinance (UDO) uses the measurement for a guide.

Commissioner Burns asked about the dam safety that are between 15 and 25 feet. Ms. Nolan said there is a process for those sizes and the first provision addresses the dam standards. Commissioner Burns asked how

many dams meet this criteria. Ms. Nolan said since the state law changed, there were two dams that fell within this regulation.

Chair Holmes opened the public hearing.

No one came forward.

Chair Holmes closed the public hearing.

Ms. Nolan said that staff supports the ordinance amendment.

Mr. Jason Behren, Vice-Chair, Wake County Planning Board, said that the Wake County Planning Board received information about the dams that fell within 15 and 25 feet. He said after review, the Planning Board voted to support the amendment.

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

1. Finds that Text Amendment OA-01-18 is consistent with the Wake County Land Use Plan and the Wake County Unified Development Ordinance and is reasonable and in the public interest; and adopts the attached resolution; the motion carried by the following vote:

Jessica Holmes - Aye
Sig Hutchinson - Absent
John D Burns - Aye
Matt Calabria - Aye
Greg Ford - Absent
Erv Portman - Aye
James West - Aye

and by a separate motion

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

2. Adopts the attached resolution to approve the proposed amendment to the Wake County Unified Development Ordinance as presented in Text Amendment OA-01-18 The motion carried by the following vote:

Aye: 5 - Chair Holmes, Commissioner Burns, Commissioner Calabria, Commissioner Portman, and Commissioner West

Absent: 2 - Vice-Chair Hutchinson, and Commissioner Ford

17. [Public Hearing on the Proposed 2018 Installment Financing Agreement not to exceed \\$385,000,000](#)

Attachments: [20180723 Item Summary - 2018 IFA Draw Program.docx](#)
 [Installment Financing Presentation 7-23-18.pdf](#)
 [20180723 Attachment 1 - Approving Resolution - 2018 Draw Program.DOC](#)
 [20180723 Attachment 2 - FY2019 Capital Needs List - 2018 Draw Program.docx](#)

Mr. Todd Taylor, Debt Manager, shared the background for today's request.

NC General Statute 160A-20 requires Board approval of Installment Financing Agreements (proposed financing is Draw Program)

- Draw Program funds FY2019 capital needs for Schools & Wake Tech
- Today's request is the final step of Board approval
- Prior June 18, 2018 Board action:
 - Authorized Findings Resolution for proposed Draw Program
 - Scheduled public hearing for July 23, 2018 for proposed Draw Program
 - Directed staff to apply to LGC for approval of proposed Draw Program

He shared the information about no General Obligation (GO) Authorization.

Prior voted GO Authorization for Schools (2013) & Wake Tech (2012) are committed; No GO Authorization remains

- County did not hold 2016 Referenda for Schools or Wake Tech
- Necessitated other Non-GO debt for Schools & Wake Tech's capital needs in Fiscal Years 2017, 2018 and 2019
- Schools & Wake Tech's Fiscal Years 2017 & 2018 capital needs have been appropriated by other Draw Programs currently in use
- Proposed Draw Program will fund Fiscal Year 2019 capital needs for Schools & Wake Tech, as included in 7-year CIP

Mr. Taylor shared the projected financing details.

Collateral Properties for Draw Program

- Parkside Elementary
 - East Wake Middle
 - Fuquay Varina High
-
- Bank of America to administer Draw Program
 - Lowest cost RFP bidder for entire \$385,000,000 Draw Program

- Interest on Draws: 79% of 1-Month LIBOR + 47 basis points
- Interest on Undrawn: 22 basis points
- 4 year term
- Further diversification of County's banking relationships
- Release of each collateral property will coincide with 3 projected LOBs takeouts
- Use of construction period Draw Programs continues to provide cash-flow savings
 - Estimated Debt Service in FY2019-FY2022:
 - \$12 million for proposed Draw Program vs. \$106 million LOBs (\$94 million cash flow savings) proposed Financing Details

He said the total for both programs is 380,518,000. He shared two photos of the schools projects for fiscal year 2019.

He shared the fiscal impact anticipated.

- Proposed Draw Program has been anticipated in the County's Debt and Capital Model as a matter of due course
- Associated closing costs and future debt service incorporated into the County's FY 2019 Adopted Budget

He shared the relevant board goal complements 2018 Board of Commissioners *Initiative E2.2*

In partnership with WCPSS and Wake Tech, support a 2018 WCPSS bond referendum, and continue implementing financing strategies to address needs identified in the 7-year CIP

He shared the take-aways.

Take Aways

- Provides funding for schools & Wake Tech's FY2019 capital needs
 - Schools \$305,599,000
 - Wake Tech \$74,919,000
 - Total \$380,518,000
 - As included in 7-year CIP
- Three School facilities pledged as collateral to 4-year Draw Program
- Lowest cost construction period financing option
 - Bank of America lowest cost RFP bidder
 - During construction period, County continues to benefit from

cash-flow savings by utilizing Draw Programs vs. LOBs

- Fiscal impact already anticipated in Fiscal Year 2019 Budget; County's Debt and Capital model

Chair Holmes noted that the drawing of funds as needed represents a cost savings to tax payers. Mr. Taylor said that the funds are drawn and used as they are needed.

Chair Holmes opened the public hearing.

No one came forward.

Chair Holmes closed the public hearing.

Mr. Taylor said that staff recommends the resolution for the financing.

Commissioner Calabria asked if the recommendation went through the schools staff and the Joint Facilities Committee. Mr. Taylor said it has been discussed with them.

Commissioner Burns asked if there are any projects that have been postponed in order to comply with the current agreement. Mr. Taylor said that he was not aware of any projects that have been postponed.

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

1. Conduct a public hearing on the proposed issuance of Installment Financing Agreement; and, upon close of the public hearing,

2. Adopt a resolution authorizing the execution and delivery of an Installment Financing Agreement in an amount not to exceed \$385,000,000 and related documents in connection with the financing of the construction and equipping of certain public school and community college facilities for the County of Wake, North Carolina
The motion carried by the following vote:

Aye: 5 - Chair Holmes, Commissioner Burns, Commissioner Calabria, Commissioner Portman, and Commissioner West

Absent: 2 - Vice-Chair Hutchinson, and Commissioner Ford

18. [Funding Agreement with the Town of Rolesville for Granite Falls Greenway](#)

Attachments: [Agenda_Item_Greenway_Rolesville.docx](#)
 [Granite Falls Greenway Presentation 7-23-18.pdf](#)
 [FINAL_Granite_Falls_Greenway_Funding_Agreement_.docx](#)
 [Budget Memo - FY 2019 County Capital Fund - Open Space.xlsx](#)

Mr. Chris Snow, Parks, Recreation, and Open Space Director, shared information about the Open Space Preservation Program.

He said the purpose of the program is to protect and conserve County land and water for current residents and future generations. Those land types include 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.

He shared the successes of the program.

Protected outright or through partnership:

6,360 acres

Partnerships have included ten local municipalities, non-profits, the State of North Carolina, and the federal government

Assisted with design and construction:

21.8 miles of greenway trail

Partnerships have included seven local municipalities.

He shared information about the Granite Falls Greenway.

- First open space partnership with Rolesville•.9-mile section
- Connecting Rolesville's Main Street Park and Mill Bridge Nature Park.
- Estimated protect cost is \$900,000; County's participation is \$360,000 or 40%.

He shared a map of the greenway connections.

Mr. Snow shared the action requested.

Commissioner West asked about the connection of the greenway to the Towns of Wake Forest and Town Rolesville and the timing. Mr. Snow said the county-wide plan includes the town's information.

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

1. **Appropriate \$360,000 of Open Space Funding; and**
 2. **Authorize the County Manager to execute a Funding Agreement between Wake County and the Town of Rolesville for the Granite Falls Greenway, subject to terms and conditions acceptable to the County Attorney**
- The motion carried by the following vote:

Aye: 5 - Chair Holmes, Commissioner Burns, Commissioner Calabria, Commissioner Portman, and Commissioner West

Absent: 2 - Vice-Chair Hutchinson, and Commissioner Ford

Appointments

19. [Alcohol Beverage Control Board](#)

Attachments: [ABC Item Summary 6-18.doc](#)
[ABC Board Members 6-18.pdf](#)
[ABC BD Applicant Roster 7-18.xlsx](#)
[ABC Board Applicants 7-9-18.pdf](#)
[ABC Board Choices 7-18.xlsx](#)
[ABC Board Attendance.xlsx](#)

Commissioner Calabria nominated Ms. Betty Whitaker for reappointment. He nominated Lucius Jones for appointment. He nominated Mr. Willie Rowe as Chair for a one-year term.

20. [Juvenile Crime Prevention Council](#)

Attachments: [Item Summary JCPC.docx](#)
[JCPC Recommendations July 2018.pdf](#)
[JCPC Member List.pdf](#)
[JCPC Applicant Roster 7-18.xlsx](#)
[JCPC Applicants 7-18.pdf](#)
[JCPC Board Choices .xlsx](#)

Commissioner Calabria nominated Mr. Darryl Blevins (County Manager Designee), Judge Lori Christian (Chief District Court Judge designee), Ericka Lucas (School Superintendent designee), Antwon Williams (At-Large), and Mala Ross (At-Large) for appointment.

21. [Library Commission](#)

Attachments: [Library Commission Item Summary 5-18.docx](#)
 [Library Commission Member List 5-23-18.pdf](#)
 [Library Commission App Roster 5-30-18.xlsx](#)
 [Library Commission Applications 5-30-18.pdf](#)
 [Library Commission Board Choices 5-30-18.xlsx](#)
 [Library Commission Attendance 2017-2018](#)
 [\(December2017-May2018\).xlsx](#)

Commissioner Calabria nominated Ms. Teresa Marcellin-Little (District 1), Ms. Allie Lindahl (District 2), Ms. Clementine Trotter (District 5), Ms. Brenda Buchanan (District 7), Ms. Lynn Edmonds (At-Large), Mr. Abraham Jones (At-Large), and Mr. Will Little (At-Large) for reappointment.

22. [Town of Garner Planning Commission](#)

Attachments: [Item Summary Town of Garner.doc](#)
 [Town of Garner Planning Commission Member List.pdf](#)
 [Town of Garner-Strindberg- Howe Ltr of Recommendation.pdf](#)

Commissioner Calabria nominated Ms. Ruth Strindberg-Howe for appointment.

23. [Wake County Water Partnership](#)

Attachments: [Water Partnership Item Summary 5-23-18.doc](#)
 [Water Partnership Member List.pdf](#)
 [Water Partnership Applicants Roster 6-19-18.xlsx](#)
 [Water Partnership Applicants 6-19-18.pdf](#)
 [Water Partnership Bd Choices 6-19-18.xlsx](#)
 [Water Partnership Attendance 5-24-18.xlsx](#)

Commissioner Calabria nominated Mr. Kelly Arnold (Rolesville representative) for appointment.

24. [Upcoming Vacancies](#)

Attachments: [Upcoming Vacancies for August 2018.docx](#)

Commissioner Calabria read aloud the Upcoming Vacancies.

Commissioner Calabria moved, seconded by Commissioner Burns, to approve the appointments by acclamation. The motion carried by the following vote:

Aye: 5 - Chair Holmes, Commissioner Burns, Commissioner Calabria, Commissioner Portman, and Commissioner West

Absent: 2 - Vice-Chair Hutchinson, and Commissioner Ford

25. [Growth, Land Use and Environment Committee](#)

Commissioner Burns reported on the recent Growth, Land Use, and Environment (GLUE) Committee meeting. He said the regional food system was discussed at the recent meeting on July 9th. He said their report will be coming to a public meeting in the future. He said the committee received an update on fox trapping from Dr. Jennifer Federico, Animal Care Director. He said currently, Wake County does not allow fox trapping but coyote trapping is permitted. After discussion at the GLUE meeting, it was decided the matter would be added to the legislative agenda. Commissioner Burns said there was also discussion on a pooper scooper ordinance that had been proposed by a resident. He said it was decided that enforcing such an ordinance would cost more than the benefit, so it was decided to provide some public education instead.

Other Business

Commissioner West said there is a Regional Advisory Group that met on behalf of the GoTriangle Citizens Advisory Board and officers will be elected soon.

26. [Informational Items for the Board of Commissioners](#)

Attachments: [Informational Item Summary 7-23-18.docx](#)
[CIP Transfers Report July 2018.pdf](#)
[1. WCG Monthly Pension Spiking Cover Memo.docx](#)
[PENSION MEMO 6-25-18 5-1-18boe.docx](#)
[PENSION MEMO 6-25-18 6-5-18boe.docx](#)
[County May2018 LGERS.CAP.pdf](#)
[County June 2018 LGERS.CAP.pdf](#)
[May 2018 Financials.pdf](#)

Closed Session

Mr. Scott Warren, County Attorney, said the closed session motion is pursuant for N.C.G. S. 143-318. 11 (a) 4 and 3. to discuss matters relating to the location and expansion of industries or other businesses in the area served by Wake County including an agreement on a tentative list of economic development incentives that may be offered by Wake County in negotiations and further to consult with the County Attorney in order to preserve the attorney client privilege between the board and its attorney.

Commissioner Burns moved, seconded by Commissioner West, to go into closed session. The motion carried by the following vote:

Aye: 5 - Chair Holmes, Commissioner Burns, Commissioner Calabria, Commissioner Portman, and Commissioner West

Absent: 2 - Vice-Chair Hutchinson, and Commissioner Ford

The meeting went into recess and the meeting reconvened. No action was taken by the board.

Adjourn

Commissioner Calabria moved, seconded by Commissioner West, to adjourn the meeting. The motion carried by the following vote:

Aye: 5 - Chair Holmes, Commissioner Burns, Commissioner Calabria, Commissioner Portman, and Commissioner West

Absent: 2 - Vice-Chair Hutchinson, and Commissioner Ford

Respectfully submitted,

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



Legislation Details (With Text)

File #: 16-1635

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

On agenda: 7/23/2018 **In control:** Board of Commissioners

Title: Approval of Agenda **Final action:**

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
7/23/2018	1	Board of Commissioners	accepted	Pass

Approval of Agenda



Legislation Details (With Text)

File #: 16-1636

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

In control: Board of Commissioners

On agenda: 7/23/2018 **Final action:**

Title: Approval of the Minutes of the Regular Meeting of June 18, 2018 and the Work Session of July 9, 2018

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
7/23/2018	1	Board of Commissioners	accepted	Pass

Approval of the Minutes of the Regular Meeting of June 18, 2018 and the Work Session of July 9, 2018



Legislation Details (With Text)

File #: 16-1641
Type: Items of Business
Status: Agenda Ready
In control: Board of Commissioners
On agenda: 7/23/2018
Final action:
Title: Recognition of Paul White for his Service on the Wake County Alcohol Beverage Control Board
Sponsors:
Indexes:
Code sections:
Attachments: [Paul White Item Summary.pdf](#)

Date	Ver.	Action By	Action	Result
7/23/2018	1	Board of Commissioners		

Recognition of Paul White for his Service on the Wake County Alcohol Beverage Control Board
That the Board of Commissioners recognizes Paul White for his service on the Wake County Alcohol Beverage Control Board



RESOLUTION IN RECOGNITION OF THE RETIREMENT OF DR. STEPHEN C. SCOTT

WHEREAS, Dr. Stephen C. Scott has dedicated more than 40 years in service to community colleges; and

WHEREAS, Dr. Scott served as President of Southeastern Community College in Whiteville from 1988 to 1999, Executive Vice-President and Chief Operating Officer of the North Carolina Community College System from 1999 to 2002, and President of Lenoir Community College in Kinston from 2002 to 2003; and

WHEREAS, On October 15, 2003, Dr. Scott became the third President of Wake Technical Community College in its 50-year history; and

WHEREAS, in 2008, Dr. Scott was named President of the Year by the N.C. Board of Community Colleges, received the I.E. Ready award from the N.C. State University Department of Higher Education in 2009, the 2009 Business Leader of the Year Award from Business Leader Magazine, and awarded the 2013 Pacesetter of the Year Award from the National Council on Marketing and Public Relations; and

WHEREAS, Wake Technical Community College became the largest of North Carolina's 58 community colleges under his leadership, consistently ranked among the fastest-growing community colleges in the United States; and

WHEREAS, Dr. Scott will retire on August 31, 2018, as President of Wake Technical Community College after 15 years of service; and

WHEREAS, the citizens of Wake County are grateful to Dr. Scott for his dedication to education and leadership development for the faculty, staff, and students.

NOW THEREFORE BE IT RESOLVED, that the Wake County Board of Commissioners encourages the citizens of Wake County to join with us as we extend sincere appreciation to Dr. Scott for his commitment to education and wish him happiness in his future endeavors.

ADOPTED this 23rd day of July 2018.

Jessica Holmes, Chair
Wake County Board of Commissioners



Legislation Details (With Text)

File #: 16-1633

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

On agenda: 7/23/2018 **In control:** Board of Commissioners

Title: Recognition of Recent Awards

Sponsors:

Indexes:

Code sections:

Attachments: [Revised Awards Item Summary July 23.pdf](#)

Date	Ver.	Action By	Action	Result
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Recognition of Recent Awards

That the Board of Commissioners recognizes recent award winners



Legislation Details (With Text)

File #: 16-1610

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

On agenda: 7/23/2018 **In control:** Human Resources

Title: Retiree Recognition **Final action:**

Sponsors:

Indexes:

Code sections:

Attachments: [Item Summary 7.23.2018.pdf](#)
[Donna Daughtry Bio.pdf](#)
[Robin Greenwald Bio.pdf](#)

Date	Ver.	Action By	Action	Result
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Retiree Recognition

That the Board of Commissioners recognizes upcoming retirees for their years of service to the County

Donna Daughtry
Program Manager
Human Services

Donna Daughtry began working as a public health nurse in Wake County in September 1988. At that time, the public health department was housed in a small building on New Bern Avenue. Her first role was providing health care to young families through the child health clinic, home visits to new mothers, and in 3 schools in central Raleigh.

In 1992 Donna became a supervisor of a small team of school nurses providing care to medically fragile children within the school setting. She also shared her expertise with all the teams of school nurses by developing teaching modules and written policy and procedures.

In 2012 Donna became the Program Manager for School Health. She met the challenge of a fast-growing student population by creating a new way of doing business. The tremendous success of her Acuity Business model was written up in an article that was published in the June issue of the national Journal of School Nursing. Other counties are already planning to replicate this model in their school systems.

Donna manages 110 school health staff serving the largest school system in North Carolina with 160,000 students in 180 schools. These numbers can only tell part of the story. Donna's impact on the lives of children and families in Wake County simply can't be measured and she will be missed.

Donna will retire on August 1 with over 31 years of service to Wake County.

Please join me in congratulating Donna on her retirement.

Robin Greenwald
Program Auditor
Human Services

Robin began her career with Wake County in June 1987 as an Aid to Families with Dependent Children (AFDC) review case manager. In 1989 she accepted a case manager position in the AFDC monthly reporting unit.

Robin was one of the original staff who was transferred to the Southern Regional Center in Fuquay Varina when it opened in March 1996. She was a Work First, Food and Nutrition Services, and Family and Children's Medicaid case manager until July 2003.

She then moved to Program Integrity as an investigator. In August 2007, she became the Lead Worker in the Program Integrity Unit. In June 2010 she was promoted to Supervisor of the Program Integrity Unit.

In July 2012, Robin returned to the Southern Regional Center as a Supervisor. She supervised a blended team that consisted of Work First Family assistance review and application case managers, Family and Children's Medicaid review and application case managers, and a Service Intake case manager.

In January 2016 Robin returned to Program Integrity as a Program Auditor.

Robin will retire with over 31 years of service with Wake County. She looks forward to this new chapter in her life where she plans to travel and spend time with her family.

Please join me in congratulating Robin on her retirement.



Legislation Details (With Text)

File #: 16-1632

Type: Consent Item **Status:** Passed

In control: Board of Commissioners

On agenda: 7/23/2018 **Final action:** 7/23/2018

Title: Acceptance of Federal Historic Preservation Fund Grant of \$11,500 for the Wake County Historic Preservation Commission

Sponsors:

Indexes:

Code sections:

Attachments: [Item Summary.pdf](#)
[Award Letter - Wake County.pdf](#)
[Budget Memo - FY 2019 Grants Fund.pdf](#)

Date	Ver.	Action By	Action	Result
7/23/2018	1	Board of Commissioners	accepted	Pass

Acceptance of Federal Historic Preservation Fund Grant of \$11,500 for the Wake County Historic Preservation Commission

That the Board of Commissioners accepts and appropriates grant funding totaling \$11,500 from the Federal Historic Preservation Fund



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

TO: David Ellis, County Manager

FROM: Michelle Venditto, Budget and Management Services Director

SUBJECT: *Revisions to Fiscal Year 2019 Grants and Donations Project Ordinance,*

The following chart summarizes all budget revisions to the Fiscal Year 2019 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: Grants and Donations Fund				
REVENUES				
Date	Description of Revision or Adjustment	Revenue Category	Amount	Balance
July 1, 2018	Adopted Budget		\$4,041,336	\$4,041,336
<i>July 23, 2018</i>	<i>Proposed: Accept and appropriate \$11,500 federal grant for the Wake County Historic Preservation Commission</i>	<i>Federal</i>	<i>\$11,500</i>	<i>\$4,052,836</i>

EXPENDITURES				
Date	Description of Revision or Adjustment	Department	Amount	Balance
July 1, 2018	Appropriation per Ordinance		\$4,041,336	\$4,041,336
July 23, 2018	<i>Proposed: Accept and appropriate \$11,500 federal grant for the Wake County Historic Preservation Commission</i>	<i>Community Services</i>	<i>\$11,500</i>	<i>\$4,052,836</i>
STAFFING				
Date	Description of Revision or Adjustment	Department	FTE	Balance
July 1, 2018	Appropriation per Ordinance		19.000	19.000
				19.000



Legislation Details (With Text)

File #: 16-1596

Type: Consent Item

Status: Passed

In control: Community Services

On agenda: 7/23/2018

Final action: 7/23/2018

Title: Multi-Year Contract Providing Public Managed Wireless Internet Access for Citizens in Designated Locations

Sponsors:

Indexes:

Code sections:

Attachments: [Item Summary Wireless Internet Access 7-23-18.pdf](#)

Date	Ver.	Action By	Action	Result
7/23/2018	1	Board of Commissioners	accepted	Pass

Multi-Year Contract Providing Public Managed Wireless Internet Access for Citizens in Designated Locations

That the Board of Commissioners authorizes the County Manager to negotiate and execute a multi-year service contract up to nine years with Anaptyx, LLC to provide Public Managed Wireless Internet Access (Wi-Fi) in Wake County facilities



Legislation Details (With Text)

File #: 16-1618

Type: Consent Item **Status:** Passed

In control: Environmental Services

On agenda: 7/23/2018 **Final action:** 7/23/2018

Title: Approval of a Five-Year Agreement with Waste Industries, LLC to Operate Multi-Material Recycling Facilities

Sponsors:

Indexes:

Code sections:

Attachments: [Board Item Summary MMRF Contract.pdf](#)
[Waste Industries MMRF Operations Contract \(09.01.2018-08.31.2023\).pdf](#)

Date	Ver.	Action By	Action	Result
7/23/2018	1	Board of Commissioners	accepted	Pass

Approval of a Five-Year Agreement with Waste Industries, LLC to Operate Multi-Material Recycling Facilities

That the Board of Commissioners approves a five-year agreement with Waste Industries, LLC to operate the Multi-Material Recycling Facilities in Wake County and authorizes the County Manager to executive contracts on behalf of Wake County for these services, subject to the terms and conditions acceptable to the County Attorney



Legislation Details (With Text)

File #: 16-1629
Type: Regular Item
Status: Passed
In control: Board of Commissioners
On agenda: 7/23/2018
Final action: 7/23/2018
Title: Ground Lease Agreement with Towns of Cary and Apex for Radio Tower
Sponsors:
Indexes:
Code sections:
Attachments: [Item Summary.pdf](#)
[WWRWRF Tower Lease Agreement - Final \(06-08-2018\).pdf](#)

Date	Ver.	Action By	Action	Result
7/23/2018	1	Board of Commissioners	accepted	Pass

Ground Lease Agreement with Towns of Cary and Apex for Radio Tower

That the Board of Commissioners authorizes the County Manager to execute a thirty-year ground lease agreement with two (2) ten-year renewal options with the Town of Apex and the Town of Cary



Legislation Details (With Text)

File #: 16-1616

Type: Regular Item

Status: Passed

In control: Facilities Design & Construction

On agenda: 7/23/2018

Final action: 7/23/2018

Title: First Amendment to the Interlocal Agreement for Impervious Surface Calculations at Willow Springs Elementary School

Sponsors:

Indexes:

Code sections:

Attachments: [Item Summary.pdf](#)
[Willow Springs Elementary ILA 2002.pdf](#)
[Proposed First Amendment to ILA.pdf](#)

Date	Ver.	Action By	Action	Result
7/23/2018	1	Board of Commissioners	accepted	Pass

First Amendment to the Interlocal Agreement for Impervious Surface Calculations at Willow Springs Elementary School

That the Board of Commissioners authorizes the County Manager to execute this First Amendment to the Interlocal Agreement for Impervious Surface Calculations at Willow Springs Elementary School

STATE OF NORTH CAROLINA

COUNTY OF WAKE

FIRST AMENDMENT

to

**INTERLOCAL AGREEMENT FOR THE PROVISION OF
ADDITIONAL IMPERVIOUS SURFACE COVERAGE FOR
WILLOW SPRINGS ELEMENTARY SCHOOL IMPROVEMENTS
PROJECT**

BETWEEN

**WAKE COUNTY
AND
WAKE COUNTY SCHOOL BOARD**

This First Amendment (“First Amendment”) to the Interlocal Agreement (“Interlocal Agreement”), is entered into on _____, 2018, being the date upon which all parties have executed this First Amendment by their signatures set forth below (last party to fill in date), by and between **WAKE COUNTY, NORTH CAROLINA**, a public body politic and corporate of the State of North Carolina (hereinafter “Wake County”), the **WAKE COUNTY SCHOOL BOARD** (“Board”), also individually referred to as “Party” and collectively referred to herein as “the Parties”.

RECITALS:

WHEREAS, On November 4, 2002, the Parties entered into an Interlocal Agreement (ILA) for the Provision of Additional Impervious Surface coverage for Willow Springs Elementary School Improvements Project; and

WHEREAS, the 2002 ILA allowed the Board to utilize 3.2 acres of the County's adjacent 19.37-acre tract for meeting the impervious surface percentage calculations required by the County's then current zoning requirements; and

WHEREAS, the Parties wish to amend the Interlocal Agreement so that the Board may make further traffic and safety improvements to the Willow Springs Elementary School site that will comply with the County's current Unified Development Ordinance (which replaced the zoning requirements at the time of the original ILA); and

WHEREAS, County Planning Staff has calculated that a total of 5.0 acres is now needed to accommodate the additional traffic and safety improvements planned for the school site in order to comply with the current UDO.

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

1. Recitals. The foregoing Recitals are made a part of this First Amendment, and are incorporated herein by reference.

2. Term. This First Amendment shall be in full force and effect from the Effective Date, and run co-terminous with the Interlocal Agreement.

3. Amendment of Acreage Added to School Site. The Parties hereby amend the second paragraph of the Interlocal Agreement removing all its existing language and inserting the following language:

"The Board may encumber 5.0 acres of the County property for impervious surface coverage to insure compliance with required impervious surface limitation percentages for site development of Board 's adjoining property as set forth in the Wake County Unified Development Ordinance;"

4. No Other Changes. Except as expressly amended by this Agreement, all of the terms of the Interlocal Agreement shall remain in full force and effect and shall apply to the Parties.

5. Representations and Warranties. The Parties each represent, covenant and warrant for the other's benefit as follows:

(a) Each Party has all necessary power and authority to enter into this Amendment and to carry out the transactions contemplated by this Amendment, and this Amendment has been authorized by Resolution spread upon the minutes of each Party's governing body. This Amendment is a valid and binding obligation of each Party.

(b) Neither the execution and delivery of this Amendment, nor the fulfillment of or compliance with its terms and conditions, nor the consummation of the transactions

contemplated by this Amendment, results in a breach of the terms, conditions and provisions of any agreement or instrument to which either Party is now a party or by which either is bound, or constitutes a default under any of the foregoing.

(c) To the knowledge of each Party, there is no litigation or other court or administrative proceeding pending or threatened against such Party (or against any other person) affecting such Party's rights to execute or deliver this Amendment or to comply with its obligations under this Amendment. Neither such Party's execution and delivery of this Amendment, nor its compliance with its obligations under this Amendment, requires the approval of any regulatory body or any other entity the approval of which has not been obtained.

6. Execution in Counterparts/Electronic Version of Amendment. This Amendment may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Any Party may convert a signed original of the Amendment to an electronic record pursuant to a North Carolina Department of Natural and Cultural Resources approved procedure and process for converting paper records to electronic records for record retention purposes. Such electronic record of the Amendment shall be deemed for all purposes to be an original signed Amendment.

[Signature pages follow this page]

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed in their corporate names by their duly authorized officers, evidenced by Resolution or Certification of Minutes, as of the date written in the signature blocks below.

<p>Wake County School Board</p> <p>By: _____ Cathy Moore, Superintendent</p> <p>This the ____ day of _____.</p>	<p>This instrument has been preaudited in the manner required by The Local Government Budget and Fiscal Control Act.</p> <p>_____ Chief Financial Officer This the ____ day of _____.</p>
<p>[Seal]</p> <p>ATTEST:</p> <p>By _____ Clerk</p>	

<p>WAKE COUNTY, NORTH CAROLINA</p> <p>By: _____ County Manager</p> <p>This the ____ day of _____.</p>	<p>This instrument has been preaudited in the manner required by The Local Government Budget and Fiscal Control Act.</p> <p>_____ Finance Director Wake County, North Carolina This the ____ day of _____.</p>
<p>[Seal]</p> <p>ATTEST:</p> <p>By _____ Clerk</p>	



Legislation Details (With Text)

File #: 16-1631
Type: Consent Item
Status: Passed
In control: Board of Commissioners
On agenda: 7/23/2018
Final action: 7/23/2018
Title: Interlocal Agreement with the City of Raleigh for Hazardous Materials Response Team Services
Sponsors:
Indexes:
Code sections:

Attachments: [2018 Raleigh Hazmat contract agenda item 6-4-2018.pdf](#)
[Wake County ILA for City of Raleigh HazMat Service 2018.pdf](#)
[Exhibit A - Equipment and Supplies Expended Report.pdf](#)
[Exhibit B - Distribution of Costs.pdf](#)
[Exhibit C - Hazmat Fee Schedule v2.pdf](#)
[Budget Memo - FY 2019 Fire Services.pdf](#)

Date	Ver.	Action By	Action	Result
7/23/2018	1	Board of Commissioners	accepted	Pass

Interlocal Agreement with the City of Raleigh for Hazardous Materials Response Team Services
That the Board of Commissioners:

- 1. Authorizes the County Manager to sign an Interlocal Agreement with the City of Raleigh for Hazardous Materials Response Team Services.**
- 2. Reduces the Fire Services Budget by \$80,000 to eliminate the municipal share of payments to the City of Raleigh for Hazardous Materials Response Team Services**

INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF RALEIGH AND WAKE COUNTY
REGARDING
HAZARDOUS MATERIALS RESPONSE TEAM SERVICES

This Interlocal Agreement (the “Agreement” or “Interlocal Agreement”), is entered into as of _____, 2018, (the “Effective Date”) by and between the **CITY OF RALEIGH, NORTH CAROLINA**, a municipal corporation organized under the laws of the State of North Carolina (hereinafter “City of Raleigh” or “City”) and **WAKE COUNTY, NORTH CAROLINA**, a public body politic and corporate (hereinafter “Wake County” or “County”); collectively referred to herein as “the Parties.”

WITNESSETH

WHEREAS, the COUNTY’S Board of Commissioners desires to provide the highest level of emergency services possible to the citizens of Wake County in the most effective and efficient means possible; and

WHEREAS, the COUNTY does not maintain a hazardous materials response team to serve unincorporated areas in the COUNTY; and

WHEREAS, the CITY maintains a hazardous materials response team to serve areas within its jurisdictional limits; and

WHEREAS, CITY is party to an agreement with the State of North Carolina, through which CITY's hazardous materials response team has been designated as a "Regional Response Team" by the State of North Carolina Department of Public Safety ("Regional Hazardous Materials Emergency Response Team Agreement" executed on July 1, 2016); and

WHEREAS, in the COUNTY’S extra-territorial jurisdiction of unincorporated areas, there exists a need to provide a team of competent personnel with adequate equipment and training to respond to emergencies involving chemical, hazardous, radioactive and other toxic or highly dangerous materials in areas under the jurisdiction of the COUNTY and the CITY that are in addition to the specific class of emergencies for the CITY’s regional hazardous materials response team; and

WHEREAS, it is neither effective nor efficient for each unit of government to create and maintain the full response capacity required for response to such emergencies

solely within its own jurisdiction, but it is both effective and efficient to provide for such responses within both jurisdictions using combined resources; and

WHEREAS, the CITY has such an existing hazardous material response capacity and is willing to provide hazardous material response services to and in the COUNTY; and

WHEREAS, the Parties, pursuant to the authority of Chapter 160A-461 *et seq.* of the North Carolina General Statutes, are authorized to enter into this Interlocal Agreement in order to pursue the above stated goals.

NOW, THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, the CITY and COUNTY agree as follows:

ARTICLE I PURPOSE

- 1.01 The purpose of this Agreement is to define the rights and obligations of the COUNTY and CITY with respect to the delivery of hazardous materials response team services by CITY to COUNTY.

ARTICLE II COOPERATION

- 2.01 The COUNTY and CITY will cooperate and use their best efforts to ensure that the various provisions of this Agreement are fulfilled. The Parties agree in good faith

to undertake resolutions of disputes, if any, in an equitable and timely manner and in accordance with the provisions of this Agreement.

ARTICLE III DEFINITIONS

- 3.01 AGREEMENT. "Agreement" means this document as approved by appropriate action through ordinance, resolution, or other method, pursuant to the ordinances, resolutions, or charter of the governing bodies of the County and City.
- 3.02 CITY OF RALEIGH MANAGER. "City of Raleigh Manager" means the Manager of the City of Raleigh, duly appointed by the City of Raleigh Council.
- 3.03 FIRE CHIEF. "Fire Chief" means the Fire Chief of the City of Raleigh Fire Department, duly appointed by the City of Raleigh Manager.
- 3.04 FISCAL YEAR. "Fiscal Year" means the period commencing on July 1 of any calendar year and concluding on June 30 of the following calendar year.
- 3.05 RFD. "RFD" means the City of Raleigh Fire Department.
- 3.06 WAKE COUNTY MANAGER. "Wake County Manager" means the Manager of Wake County Government, duly appointed by the Wake County Board of Commissioners.

ARTICLE IV TERM

- 4.01 INITIAL TERM. The term of this Agreement shall begin on the Effective Date and shall continue through June 30, 2019 (the "Initial Term").
- 4.02 RENEWAL TERM(S). Upon the expiration of the Initial Term, this Agreement shall automatically renew for up to ten (10) additional one (1) year terms running concurrent with the fiscal year (July 1 - June 30), unless either Party terminates this Agreement in accordance with Article V.

ARTICLE V TERMINATION AND AMENDMENT

- 5.01 TERMINATION BECAUSE OF MATERIAL BREACH. In the event that either Party materially breaches this Agreement; the other Party shall deliver written notice of the breach and request to cure. If such breach is not cured within thirty (30) days of the written notice thereof, the non-breaching Party may, without

further notice or demand, in addition to all other rights and remedies provided in this Agreement, at law or in equity, terminate this Agreement and recover any damages to which it is entitled as a result of said breach.

- 5.02 TERMINATION UPON SIX (6) MONTH'S NOTICE. Either Party may terminate its participation in this Agreement, with or without breach, by giving written notice to the other Party of intent to terminate, at least six (6) months prior to the termination date, or effective date of the renewal term.
- 5.03 TERMINATION UPON FAILING TO MAKE FINANCIAL COMMITMENTS. In the event that either Party fails to properly authorize and appropriate any necessary financial commitments, including execution of an Amendment as required, the other Party may, but is not required, to deliver written notice of intent to terminate within thirty (30) days. The Parties agree to exercise good faith efforts to participate in the Amendment process. If the required Amendment is not executed, then the termination is effective upon the expiration of the thirty (30) days, unless extended by agreement of the Parties. This provision is intended to be used to ensure a pre-audited funding commitment from each party.
- 5.04 BANKRUPTCY/INSOLVENCY. If any Party applies for or consents to the appointment of a receiver, trustee or similar officer for it or any substantial part of its property or assets, or any such appointment is made without such application or consent by such Party and remains undischarged for sixty (60) days, or files a petition in bankruptcy or makes a general assignment for the benefit of creditors, then such action shall constitute a material breach of this Agreement not requiring notice and opportunity to cure, and the other Party may terminate effective immediately.
- 5.05 COOPERATION. In the event of termination pursuant to any subsection hereunder, the terminating Party shall **not** be relieved of any existing and unperformed

obligations, including funding obligations, incurred up until the effective date of termination.

- 5.06 NON-EXCLUSIVE REMEDIES. No remedy provided in this Agreement shall be considered exclusive of any other remedy in law or in equity.
- 5.07 NOTICE. Any written or electronic notice required by this section shall be delivered to the Parties at the following addresses:

For City of Raleigh:

City Manager
City of Raleigh
Post Office Box 590
Raleigh, NC 27602

With a copy to

City Attorney
City of Raleigh
Post Office Box 590
Raleigh, NC 27602

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

Notices shall be deemed delivered on the date sent if addressed as set forth herein. Either party may notify the other of a change of address, which will only be effective by written notice. As necessary, day to day communication may occur between the County and City. All issues of concern discussed by either party must be resolved within 30 business days or in a mutually agreed time in writing.

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

to this Agreement. Any amendment to this Agreement to be effective must be in writing and signed by both Parties.

- 5.09 This amendment shall be authorized and executed by the governing boards of the Parties, and pre-audited by the respective Finance Officers of each Party making a financial commitment.

ARTICLE VI PERSONNEL STATUS

- 6.01 FIRE CHIEF and all RFD personnel referred to in this Agreement shall be employees of the City, shall be under the direction and control of the City, and subject to all City personnel policies and ordinances. The City shall follow its standard procedures in employing RFD personnel.

ARTICLE VII VEHICLES AND EQUIPMENT

- 7.01 CITY shall own all hazardous materials response team vehicles and equipment. CITY shall be responsible for acquisition, maintenance and replacement of RFD vehicles and equipment.

ARTICLE VIII ANNUAL PAYMENT OF SERVICES

- 7.01 The annual payment of services to be paid to the CITY by the COUNTY is for the CITY to maintain the readiness, appropriate manpower, available equipment and vehicles, and training of personnel to adequately respond and mitigate hazardous materials incidents outside of the CITY, but within the COUNTY jurisdiction.
- 7.02 The COUNTY shall pay to the CITY an annual amount cost share based on the current annual hazardous materials program costs of the CITY and a pro rata share of the COUNTY's unincorporated areas as compared to the population of Wake County as a whole. The annual population figure shall be provided and updated annually by the Wake County Planning Department. The CITY shall provide updated annual amounts to the COUNTY before the start of each fiscal year with an updated Exhibit B.
- 7.03 The COUNTY shall remit payment to the CITY for the current fiscal year based upon the costs set forth in Exhibit B in one (1) lump payment, due before the end of July, OR in two (2) increments, with the first payment due before the end of July and the second payment due before the end of January. If the COUNTY utilizes two (2) payments, the first payment shall be 50% of the total annual amount due to

the CITY. The second payment shall be the remaining balance due of the annual payment to the CITY.

ARTICLE IX PER INCIDENT PAYMENT OF SERVICES

- 9.01 The per incident payment of services to be paid to the CITY by the COUNTY is to reimburse the CITY for when the following costs are incurred by the CITY as result of an actual incident that requires a hazardous materials team response:
- a. For incidents exceeding eight (8) hours in duration that do not meet the requirements of a state-funded mission, per the fee schedule detailed in Exhibit C. The billable rates are per hour per person dispatched to the incident. When such instances occur, the CITY will invoice the COUNTY for the amount due.
 - b. For incidents that require the use of supplies and equipment that must be replaced to maintain program readiness. When such instances occur, the CITY will invoice the COUNTY for the amount due, regardless of the incident duration, if not declared a state-funded mission.
 - c. For any municipality/jurisdiction that does not participate in an annual payment of services. When this occurs, the billable hours begin at time of dispatch to the in-service time of the hazmat units, per hour per person as detailed in Exhibit C, unless declared a state-funded mission.
- 9.02 Any per incident payment of services due to the CITY from the COUNTY as result of a hazardous materials response incident shall be separate and apart from the annual payments due to the CITY by the COUNTY pursuant to Article VIII of this Agreement.
- 9.03 The COUNTY may attempt to collect reimbursement for per incident costs for when a responsible party exists that is deemed responsible for the incident, however any amount due to the CITY shall be paid directly by the COUNTY.
- 9.04 The CITY shall notify the COUNTY of any reimbursement of the CITY from the State of North Carolina for any authorized regional hazardous materials team response in the COUNTY but outside the CITY's corporate limits. The CITY shall request STATE mission numbers for any incident that may be covered.
- 9.05 The CITY shall reimburse COUNTY for the COUNTY's portion of revenues received from the State of North Carolina for regional hazardous materials emergency response services. In no event shall the CITY receive compensation from the State of North Carolina and the County for the same services without

reimbursing the COUNTY for the COUNTY's proportional share of revenues qualifying for the reimbursement.

- 9.06 The City and the County shall each provide to the other any requested copies of documentation of payment or reimbursements of fees for services or expenses from a third party.

ARTICLE X SCOPE OF SERVICES

- 10.01 The CITY agrees that, pursuant to its designation as a state "Regional Response Team," and for the duration of this Agreement, it shall (a) take such action(s) as required to maintain and retain "Regional Response Team" status, and (b) diligently pursue all reimbursements to which CITY is entitled by its agreement with the State of North Carolina in connection with its "Regional Response Team" status.
- 10.02 The CITY shall maintain a trained hazardous materials team and appropriate levels of supporting equipment and personnel as required by CITY's agreement with the State of North Carolina in connection with its "Regional Response Team" status.
- 10.03 The CITY shall allow designated COUNTY officials to activate the hazardous materials team for incidents occurring outside the CITY and within their respective territorial boundaries.
- 10.04 The CITY shall utilize the National Incident Management System and supporting standard operating procedures when responding to hazardous materials incidents, provided that control of conditions associated with containment of hazardous material and directions for reduction of public exposure will be under the authority of the hazardous materials team.
- 10.05 The CITY shall ensure that RFD employees responding to hazardous materials incidents are trained to the appropriate level of response as required by CITY's agreement with the State of North Carolina in connection with its "Regional Response Team" status.
- 10.06 The CITY shall assist, to the extent possible, in the identification of persons, or entities responsible for hazardous materials incidents so that COUNTY and/or the State of North Carolina may pursue collection of funds from the responsible parties.
- 10.07 The CITY shall designate a representative to meet and confer with COUNTY representatives to discuss the overall management of hazardous material response operations and to serve as a central point of contact with the COUNTY.
- 10.08 The CITY shall complete and submit a hazardous materials response form at the conclusion of each response to the COUNTY but outside the corporate limits of the CITY. The form attached hereto and incorporated herein as Exhibit A, ("Hazardous

Materials Response Form”) will detail supplies and equipment consumed during the response.

- 10.09 To extent permitted by North Carolina law, the CITY shall defend, indemnify, and hold harmless the COUNTY from all loss, liability, claims, or expenses arising out of bodily injury, including death, to any person or persons or property damage caused solely by the negligence or willful misconduct of the CITY, except to the extent the same are caused by the negligence or willful misconduct of the COUNTY. Notwithstanding the above, nothing herein shall be construed to be a waiver of the CITY’S defense of governmental immunity. Notwithstanding the foregoing, to the extent that CITY does not purchase a contract of insurance to meet this requirement, CITY shall not be deemed to have waived its governmental immunity as otherwise provided by law.
- 10.10 The COUNTY shall serve as the liaison between the CITY’s hazardous materials response team and any responding agency within the COUNTY, so that in the event of an incident, a coordinated working relationship for the safety of the public and all personnel involved will be enhanced.
- 10.11 The COUNTY shall participate in joint training sessions at COUNTY’s discretion with the CITY to build a stronger working relationship.
- 10.12 The CITY and COUNTY AGREE that the following compensation received by the CITY from the State of North Carolina for regional hazardous materials response services are subject to proportional reimbursement by the CITY to the COUNTY during the end-of-year reconciliation only to the extent that such compensation is actually received by CITY:
 - a. Compensation for training, workers compensation, program administration, or any other administrative compensation excluding “response costs” as defined by the State of North Carolina as “expenses resulting from the activation, demobilization, administrative activities and costs incurred by the regional response team in responding to, mitigating, and the recovery from an authorized hazmat or terrorist incident.”
 - b. “Response costs” as defined by the State of North Carolina for any authorized regional hazardous materials team response to a hazmat or terrorist incident in COUNTY but outside the corporate limits of CITY.

ARTICLE XI COMPLAINTS AND APPEALS

- 11.01 Complaints from the parties to this Agreement shall be forwarded to the FIRE CHIEF or his/her designee, as soon as possible. In the event that the complaint

pertains to the FIRE CHIEF, complaint should be filed with City Manager or his/her designee.

- 11.02 In the event that either (or both) of the parties to this Agreement disagree with the action of the FIRE CHIEF or his/her designee, the parties to this Agreement may appeal the directive or action to the City OR County Manager as appropriate.
- 11.03 The parties further agree not to take or support any action that would impair the delivery of hazardous materials services, including (but not limited to) actions that would unnecessarily slow the response of said services or create confusion among the parties.

ARTICLE XII MODIFICATION

- 12.01 Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement and signed by the parties hereto.

ARTICLE XIII RECORDS AND INSPECTION

- 13.01 The County and the City agree that each party hereto, will cooperate with the State, County, or municipal Auditor, or any of their duly authorized representatives, at any time during normal business hours; and further, that such auditor shall have access to, and the right to examine, audit, excerpt, and transcribe any books, documents, papers, and records, which are pertinent to the accounting practices and procedures of the other party hereto and involve transactions relating to this Agreement.
- 13.02 The County and the City agree to maintain all records relative to this Agreement during the period in which hazardous materials response services are used as defined in this Agreement, and for an additional period as prescribed by law, or absent such prescription, for five (5) years beyond the expiration date of the Agreement.
- 13.03 In the event that legislation is passed by either the United States Congress or the North Carolina General Assembly delimiting public access to the financial, operational, or other relevant records of public safety systems, the State, County, or municipal auditor conducting such review shall, to the extent permitted by law, agree to maintain as confidential any information or data permitted to be excluded from public access and review. Such protected information and data shall, to the extent permitted by law, not be included in written findings of an auditor nor discussed in any forum open to the public. The County Attorney, shall identify, in

writing, the information or data excluded from public access and review, and shall provide the list of exclusions to each party to this Agreement and to the City Attorney of the City of Raleigh. The County and the City agree to include such restrictions in any public solicitations or contracts for audit services.

ARTICLE XIV DATA PRIVACY

- 14.01 City and County agree to abide by all applicable Federal and State laws and regulations and confidential information concerning individuals and/or data including, but not limited to information made non-public by such laws or regulation.

ARTICLE XV RELATIONSHIP OF PARTIES

- 15.01 Wake County and the City of Raleigh are, and shall remain, independent contractors with respect to any service or function performed under this Agreement. Except as provided for in this Agreement, each Party shall select the means, method, and manner of performing their respective services herein. Each party is an independent contractor and shall not represent itself or be deemed as an officer, agent or employee of the other party for any purpose. Nothing under this Agreement is intended or should be construed in any manner to create a partnership or venture between the Parties.
- 15.02 Each party agrees that it will obey all State and Federal statutes, rules, and regulations which are applicable to any responsibility or duty outlined herein. The County represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any personnel of the County, the City, or other persons engaged in the performance of any work or services under this Agreement, shall have no contractual relationship with any other party, and shall not be employees of any other party. Such personnel or other persons shall neither require nor be entitled to any compensation, rights, or benefits of any kind whatsoever from the other party, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Worker's Compensation, Re-Employment Insurance, disability, severance pay, or retirement.
- 15.03 Any claims that might arise under the Unemployment Compensation Act, the Worker's Compensation Act of the State of North Carolina, or any other applicable Federal or State law, rule, or regulation on behalf of said personnel, arising out of employment or alleged employment, including, without limitation, claims of discrimination against either party, its officers, agents, contractors, or employees, shall in no way be the responsibility of the other party. To the extent permitted, and as limited by North Carolina law, each party shall defend, indemnify, and hold

the other party, its officers, agents, and employees harmless from any and all such claims.

ARTICLE XVI NON-ASSIGNMENT

- 16.01 Neither party shall assign any portion of this Agreement or the rights and responsibilities hereunder to another person or entity who is not a party to this Agreement without the prior written consent of the other party to this Agreement.

ARTICLE XVII NON-APPROPRIATION

- 17.01 Wake County and the City of Raleigh are governmental entities, and the Agreement validity is based upon the availability of public funding under the authority of their respective statutory mandates.
- 17.02 In the event that funds are not available and not appropriated to the program specified in this Agreement, then this Agreement shall automatically expire without penalty to either party.
- 17.03 In the event of a legal change in either party's statutory authority, mandate, and mandated functions which adversely affects the authority to continue performing obligations under this Agreement, then this Agreement shall automatically expire without penalty to either party.

ARTICLE XVIII NO THIRD-PARTY BENEFICIARIES

- 18.01 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.

ARTICLE XIX NO WAIVER OF SOVEREIGN IMMUNITY

- 19.01 Nothing in this Agreement shall be construed to mandate purchase of insurance by Wake County pursuant to N.C.G.S. 153A-435; or to be inconsistent with Wake County's "Resolution Regarding Limited Waiver of Sovereign Immunity" enacted October 6, 2003; or to in any other way waive either Party's defense of sovereign or governmental immunity from any cause of action alleged or brought against

Wake County or City of Raleigh for any reason if otherwise available as a matter of law.

ARTICLE XX
NO WAIVER OF QUALIFIED IMMUNITY

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

ARTICLE XXI
ENTIRE AGREEMENT, MERGER, MODIFICATION

- 21.01 The entire Agreement between the parties is contained herein and that this Agreement supersedes all oral arguments, previous written agreements, and negotiations between the County and the City regarding hazardous materials response services. Notwithstanding the above, it is the intent of the parties that the

rights and obligations of this Agreement shall be applicable solely to the hazardous materials response services outlined herein.

- 21.02 Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement and signed by the parties hereto.

ARTICLE XXII SEVERABILITY

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

ARTICLE XXIII COUNTERPARTS

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

ARTICLE XXIV NON-DISCRIMINATION

- 24.01 To the extent permitted by North Carolina law, the parties hereto for themselves, their agents, officials, employees and servants agree not to discriminate in any manner on the basis of race, color, creed, national origin, sex, age, handicap, or sexual orientation with reference to the subject matter of this Agreement. The parties further agree, to the extent permitted by law, to conform with the provisions and intent of City of Raleigh Ordinance 1969-889, as amended. This provision is hereby incorporated into this Agreement for the benefit of the City of Raleigh and its residents, and may be enforced by action for specific performance, injunctive relief, or other remedy as provided by law. This provision shall be binding on the successors and assigns of the parties with reference to the subject matter of this Agreement.

ARTICLE XXV APPLICABLE LAW

- 25.01 All matters relating to this Agreement shall be governed by the laws of the State of North Carolina, without regard to its choice of law provisions, and venue for any action relating to this Agreement shall be Wake County Civil Superior Court or the

United States District Court for the Eastern District of North Carolina, Western Division.

- 25.02 The County and the City agree to comply with all applicable Federal and State laws, as well as local ordinances relating to non-discrimination, affirmative action, public purchases, contracting, employment including worker's compensation and state labor wage provisions, and surety deposits required for construction contracts.

ARTICLE XXVI E-VERIFY

- 26.01 The Parties shall comply with E-Verify, the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law and as in accordance with N.C.G.S. §64-25 et seq.

ARTICLE XXVII IRAN DIVESTMENT

- 27.01 Any vendor hired by the City to perform work related to this agreement shall comply with the requirements of the Iran Divestment Act by certifying that 1) it does not appear on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 143-6A-4 and published on the State Treasurer's website at www.nctreasurer.com/Iran and 2) it will not utilize any subcontractor that appears on the Final Divestment List in the performance of duties under this Agreement.

ARTICLE XXVIII FORCE MAJEURE

- 28.01 Neither the County nor the City shall be liable for any failure, delay or interruption in service or for any failure or delay in the performance of any obligation under this Agreement due to strikes, walkouts, acts of God, governmental restriction, enemy

action, civil commotion, unavoidable casualty, unavailability, or other similar acts beyond the reasonable control of either Party.

ARTICLE XXIX
INCORPORATION OF DOCUMENTS/COMPLETE AGREEMENT

29.01 This Agreement, and any documents incorporated by reference, including specifically Exhibit A, Exhibit B, and Exhibit C, represents the entire Agreement between the parties and supersedes all prior oral or written statements or agreements between the parties for hazardous materials response team services for any incorporated or unincorporated area of Wake County. The City of Raleigh may enter into separate agreements for hazardous materials response team services for any incorporated areas of Wake County directly with the municipalities served.

29.02 Specifically incorporated into this Agreement are the following attachments, or if not physically attached, are incorporated fully herein by reference:

- Exhibit A – Hazardous Materials Response Form
- Exhibit B – Hazardous Materials Response Distribution of Costs
- Exhibit C – Hazardous Materials Response Fee Schedule

In cases of conflict between this Agreement and any of the above incorporated attachments or exhibits, the terms of this Agreement shall prevail.

[THE REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, intending to be legally bound hereby, and with the authority vested in them by resolution of their respective governing boards, the parties have caused this Interlocal Agreement to be executed and delivered as of the date first above written.

CITY OF RALEIGH, NORTH CAROLINA

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

By: _____
City Manager

Finance Officer
City of Raleigh, North Carolina

ATTEST:

**THIS INSTRUMENT IS APPROVED
AS TO FORM:**

By: _____
Clerk
[Seal]

CITY ATTORNEY

WAKE COUNTY, NORTH CAROLINA

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

By: _____
County Manager

Finance Director
Wake County, North Carolina

[Seal]

ATTEST:

This instrument is approved as to form and legal sufficiency.

By _____
Clerk

County Attorney

Equipment and Supplies Expended Report

Date of Response:	<input type="text"/>	RFD Incident #:	<input type="text"/>
Hazmat Unit #:	<input type="text"/>	RFD HM Incident #:	<input type="text"/>
Incident Location:	<input type="text"/> Street Address		
	<input type="text"/> City	<input type="text"/> State	<input type="text"/> Zip

Responsible Party Information:	<input type="text"/> Company Name		
	<input type="text"/> Street Address		
	<input type="text"/> City	<input type="text"/> State	<input type="text"/> Zip
	<input type="text"/> Contact Person (name)		<input type="text"/> Contact Phone #
	<input type="text"/> Responsible Person on Site (name)		<input type="text"/> Contact Phone #

Equipment / Supplies Expended:

	Quantity and Unit of Measure	Item Description
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		

HM Officer Reporting:	<input type="text"/> Name	<input type="text"/> Shift
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(Please click on "FILE", select "SAVE AS", save to another folder (personal folder).
You may email to the HM Coordinator -OR- print and forward for cost recovery.

Exhibit B
FY 2018-2019 HAZARDOUS MATERIALS AND
CHEMICALS EMERGENCY RESPONSE

SECTION 1 - COST OF SERVICE

City of Raleigh Fire Department Haz Mat Response Team	\$	462,893.41
Total Hazardous Materials Program Costs for FY 2018-2019	\$	462,893.41

SECTION 2 - DISTRIBUTION OF COSTS

Municipality/Jurisdiction	Population	Percent of Total County	AMOUNT Due FY 2018-2019
Apex	51,477	4.74%	\$ 21,934.56
Cary	174,572	16.07%	\$ 74,385.81
Fuquay-Varina	27,765	2.56%	\$ 11,830.91
Garner	29,257	2.69%	\$ 12,466.71
Holly Springs	35,063	3.23%	\$ 14,940.51
Knightdale	17,777	1.64%	\$ 7,574.65
Morrisville	26,083	2.40%	\$ 11,114.03
Raleigh*	470,946	43.35%	\$ 200,672.06
Rolesville	7,806	0.72%	\$ 3,326.19
Wake County Unincorporated	192,258	17.70%	\$ 81,922.07
Wake Forest	40,594	3.74%	\$ 17,297.48
Wendell	7,341	0.68%	\$ 3,127.88
Zebulon	5,399	0.50%	\$ 2,300.54
TOTAL	1,086,338	100%	\$ 462,893.41

* The City of Raleigh will not be charged payment since they are the direct hazardous materials response provider. They will be paid a total of \$262,221.35 for FY 2018-2019.

Population Estimate: Wake County Planning Department, January 2018

HAZARDOUS MATERIALS RESPONSE INTERLOCAL AGREEMENT - EXHIBIT C

PERSONNEL SALARY INFORMATION RATES

The municipality/jursdiction agrees to provide reimbursement of personnel costs as set out in this exhibit when the City of Raleigh Hazardous Materials Team responds to an authorized hazmat incident, up to the following hourly rates, when applicable:

Position	Current	2018-19 Salary	2018-19 OT Rate	2019-20 Salary	2019-20 OT Rate	2020-21 Salary	2020-21 OT Rate	2021-22 Salary	2021-22 OT Rate	2022-23 Salary	2022-23 OT Rate
Battalion Chief	\$ 44.87	\$ 45.99	\$ 68.99	\$ 47.14	\$ 70.71	\$ 48.32	\$ 72.48	\$ 49.53	\$ 74.29	\$ 50.77	\$ 76.15
Fire Captain	\$ 41.88	\$ 42.93	\$ 64.39	\$ 44.00	\$ 66.00	\$ 45.10	\$ 67.65	\$ 46.23	\$ 69.35	\$ 47.39	\$ 71.08
Fire Lieutenant	\$ 38.29	\$ 39.24	\$ 58.86	\$ 40.22	\$ 60.34	\$ 41.23	\$ 61.84	\$ 42.26	\$ 63.39	\$ 43.32	\$ 64.97
Senior Firefighter	\$ 34.51	\$ 35.38	\$ 53.07	\$ 36.26	\$ 54.39	\$ 37.17	\$ 55.75	\$ 38.10	\$ 57.15	\$ 39.05	\$ 58.58
Firefighter	\$ 30.74	\$ 31.51	\$ 47.27	\$ 32.30	\$ 48.45	\$ 33.11	\$ 49.66	\$ 33.94	\$ 50.90	\$ 34.78	\$ 52.18

Position	2023-24 Salary	2023-24 OT Rate	2024-25 Salary	2024-25 OT Rate	2025-26 Salary	2025-26 OT Rate	2026-27 Salary	2026-27 OT Rate	2027-28 Salary	2027-28 OT Rate
Battalion Chief	\$ 52.04	\$ 78.05	\$ 53.34	\$ 80.01	\$ 54.67	\$ 82.01	\$ 56.04	\$ 84.06	\$ 57.44	\$ 86.16
Fire Captain	\$ 48.57	\$ 72.86	\$ 49.79	\$ 74.68	\$ 51.03	\$ 76.54	\$ 52.31	\$ 78.46	\$ 53.61	\$ 80.42
Fire Lieutenant	\$ 44.40	\$ 66.60	\$ 45.51	\$ 68.26	\$ 46.65	\$ 69.97	\$ 47.81	\$ 71.72	\$ 49.01	\$ 73.51
Senior Firefighter	\$ 40.03	\$ 60.04	\$ 41.03	\$ 61.54	\$ 42.05	\$ 63.08	\$ 43.10	\$ 64.66	\$ 44.18	\$ 66.27
Firefighter	\$ 35.65	\$ 53.48	\$ 36.55	\$ 54.82	\$ 37.46	\$ 56.19	\$ 38.40	\$ 57.59	\$ 39.36	\$ 59.03

Note: The year to year annual salary rate increase is based on a 2.5% inflation rate. Salary rates include pay plus benefit costs.



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

TO: David Ellis, County Manager

FROM: Michelle Venditto, Budget and Management Services Director

SUBJECT: Revisions to Fiscal Year 2019 Operating Budget Ordinance, Section 2 and 3, and Fiscal Year 2019 Personnel Authorization Ordinance.

The following chart summarizes all budget revisions to the Fiscal Year 2019 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: Fire Services	
REVENUE CATEGORY (SOURCE OF FUNDS)				
Date	Description of Revision or Adjustment	Type	Amount	Balance
July 1, 2018	Adopted Budget		\$ 270,989	\$ 270,989
July 23, 2018	Proposed: Eliminate budgeted revenue for municipal payments to the City of Raleigh for Hazmat Services. The County will no longer serve as the pass through for the municipal payments.		\$ (80,000)	\$ 190,989
EXPENDITURES (USE OF FUNDS)				
Date	Description of Revision or Adjustment	Division	Amount	Balance
July 1, 2018	Adopted Budget		\$ 2,087,512	\$ 2,807,512
July 23, 2018	Proposed: Eliminate budgeted expense for municipal share of payments to the City of Raleigh for Hazmat Services. The County will no longer make the payments on behalf of the municipal agencies.	Fire Services	\$ (80,000)	\$ 2,727,512
STAFFING				
Date	Description of Revision or Adjustment	Division	FTE	Balance
July 1, 2018	Adopted Budget		22.00	22.00



Legislation Details (With Text)

File #: 16-1612

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

In control: Board of Commissioners

On agenda: 7/23/2018 **Final action:**

Title: Wake County Water, Sewer and Road Financial Policy

Sponsors:

Indexes:

Code sections:

Attachments: [Item Summary](#)
[Wake County Water, Sewer, & Road Financial Policy \(Amended\)](#)
[Sample Petition \(Amended\)](#)

Date	Ver.	Action By	Action	Result
7/23/2018	1	Board of Commissioners		

Wake County Water, Sewer and Road Financial Policy

That the Board of Commissioners approves the proposed amendments to the Wake County Water, Sewer and Road Financial Policy



Legislation Details (With Text)

File #: 16-1637

Type: Regular Item **Status:** Passed

In control: Board of Commissioners

On agenda: 7/23/2018 **Final action:** 7/23/2018

Title: General Obligation Bond Referenda for Schools, Wake Tech and Parks, Greenways, Recreation and Open Space for November 2018 Ballot

Sponsors:

Indexes:

Code sections:

Attachments: [20180723 Item Summary - Fall 2018 Referenda.pdf](#)
[20180723 Attachment 1 - Introduce Bond Orders - Fall 2018 Referenda.pdf](#)
[20180723 Attachment 2 - Sworn Statement of Debt - Fall 2018 Referenda.pdf](#)
[20180723 Attachment 3 - Statement of Total Estimated Interest - Fall 2018 Referenda.pdf](#)
[20180723 Attachment 4 - Tax Impact Chart - Fall 2018 Referenda.pdf](#)
[20180723 Attachment 5 - Schools Project List for Referendum.pdf](#)
[20180723 Attachment 6 - Wake Tech Project List for Referendum.pdf](#)
[20180723 Attachment 7 - Fall 2018 Referendum Calendar.pdf](#)

Date	Ver.	Action By	Action	Result
7/23/2018	1	Board of Commissioners	accepted	Pass

General Obligation Bond Referenda for Schools, Wake Tech and Parks, Greenways, Recreation and Open Space for November 2018 Ballot

That the Board of Commissioners:

- 1. Introduces respective Bond Orders related to proposed November 2018 Referenda;**
- 2. Authorizes filing of Sworn Statement of Debt and Statement of Estimated Interest with Board Clerk; and**
- 3. Calls for a public hearing at the August 6, 2018 Board of Commissioners meeting and directs local publication of Notice of Public Hearing for same**

Fiscal Impact: Future bonds to be issued under the proposed respective bond referenda authorizations have been fully anticipated in the County's Debt and Capital Financial Model.

Additional Information:

A successful voter approved bond referendum authorizes the future issuance of General Obligation (GO) bonds by the County for specific respective designated purposes.

The County has modeled future capital expenditures for Schools, Wake Tech and PROS to be funded initially by short-term construction period GO BAN draw programs with ultimate intent to be taken out with future GO bond issuances. The practice to issue construction period financing before issuing permanent GO Bonds for Schools, Wake Tech and PROS capital needs is consistent with recent County practice and methodology, and achieves savings for benefit of the County and its citizens.

The current Board action is the second of several actions required for referenda questions to appear on the November 6, 2018 Wake County voter ballot. A calendar of relevant dates and events related to the Referendum is included in the Board packet as an attachment.

Schools - \$548 Million Proposed Bond Referendum

The County last held a bond referendum for Schools in October 2013. The \$810 million bond passed with 57.7% voter approval. Permanent GO bonds eligible to be issued under that authorization have either already been issued, or are committed to be issued in the near future upon takeout of short-term GO BANs draw programs currently underway. Due to the County not having held a voted Schools bond referendum since October 2013, the Board authorized the issuance of LOBS for Schools capital needs for fiscal years 2017, 2018 and 2019.

On May 15, 2018, the Wake County Board of Education adopted a resolution requesting and petitioning the Wake County Board of Commissioners to take all necessary steps by issuance of bonds or otherwise to provide funds totaling \$2,446,480,009 for Wake County Public School System (WCPSS) capital projects for fiscal years 2019 through 2025.

Bonds to be issued under the currently proposed Schools referendum total an amount not to exceed \$548 million and will fund the Schools capital needs for fiscal years 2020 and 2021 (2 years). The proposed bonds will be combined with an estimated \$104.587 million in cash funding. Proposed projects to be completed in this two-year program include, but are not limited to: construction of one new elementary and one new middle school; completion of renovations at six schools; design work for several future construction and renovation projects; land acquisition; and acquisition of technology, security, and educational equipment. An attachment is included in the Board packet which denotes specific School projects with funding levels.

Wake Tech - \$349 Million Proposed Bond Referendum

The County last held a bond referendum for Wake Tech in November 2012. The \$200 million bond passed with 72.9% voter approval. Permanent GO bonds eligible to be issued under that authorization have either already been issued, or are committed to be issued in the near future upon takeout of short-term GO BANs draw programs currently underway. Due to the County not having held a voted Wake Tech bond referendum since November 2012, the Board authorized the issuance of LOBS for Wake Tech capital needs for fiscal years 2017, 2018 and 2019.

Bonds to be issued under the currently proposed Wake Tech referendum total an amount not to exceed \$349 million and will fund Wake Tech's capital needs for fiscal years 2020 thru 2023 (4 years). The proposed bonds will be combined with an estimated \$35.066 million in cash funding. Proposed projects to be completed in this four-year program include, but are not limited to: completion of the North Wake Campus Automotive and Collision Repair facility; completion of parking decks for the North Wake, Southern Wake, and RTP campuses; completion of the PSEC Simulation Building; campus-wide renovations, repairs, and infrastructure upgrades; and acquisition of technology equipment. An attachment is included in the Board packet which denotes specific Wake Tech projects with funding levels.

Parks, Greenways, Recreation and Open Space (PGROS) - \$120 Million Proposed Bond Referendum

The County last held a bond referendum for Parks and Recreation in June 1993, and for Open Space in October 2007. The \$10 million and \$50 million respective bond referenda passed with 50.5% and 71.4% voter approval. Permanent GO bonds have already been issued for all prior Parks, Recreation and Open Space bond authorizations.

Future bonds to be issued under the currently proposed \$120 million PGROS referendum will fund PGROS capital needs for fiscal years 2020 thru 2025 (6 years). Projects to be funded with this program include future acquisition and development of open space and greenways for recreation purposes; improvements, repairs, and renovations to existing County park facilities; and acquisition and development of new County park facilities. County staff is still refining the list of proposed projects to be included in this capital program.

Recommendation

At this time, staff recommends the Board of Commissioners (a) introduces respective Bond Orders; (b) authorizes filing of Sworn Statement of Debt and Statement of Estimated Interest with Board Clerk; and (c) calls for public hearing at the August 6, 2018 Board meeting and directing local publication of Notice of Public Hearing for same, all in connection with the proposed future issuance of general obligation bonds by the County.

Attachments:

1. Draft Resolution introducing Bond Orders prepared by Bond Counsel
2. Sworn Statement of Debt prepared by Bond Counsel to file with Board Clerk
3. Statement of Estimated Interest prepared by Bond Counsel to file with Board Clerk
4. Chart showing referenda levels, future tax impact, and timing of anticipated Board action on future tax impact
5. Schools projects for FY 2020-2021
6. Wake Tech projects for FY2020-2023
7. Fall 2018 Referendum Calendar

The Board of Commissioners for the County of Wake, North Carolina met in a regular meeting in the Board Room of the Wake County Justice Center, Room 2700, 301 South McDowell Street in Raleigh, North Carolina, the regular place of meeting, at 2:00 p.m. on July 23, 2018. The following Commissioners were:

PRESENT: _____

ABSENT: _____

ALSO PRESENT: _____

* * * * *

_____ introduced the following order authorizing bonds the title of which was read and a copy of which had been distributed to each Commissioner:

ORDER AUTHORIZING \$548,000,000 SCHOOL BONDS

BE IT ORDERED by the Board of Commissioners for the County of Wake, North Carolina:

1. That, pursuant to The Local Government Bond Act, as amended, the County of Wake, North Carolina is hereby authorized to contract a debt, in addition to any and all other debt which said County may now or hereafter have power or authority to contract, and in evidence thereof to issue School Bonds in an aggregate principal amount not exceeding \$548,000,000 for the purpose of providing funds to construct, renovate, expand, improve and equip school buildings and other school facilities, including associated real estate costs.

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

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

4. That this order shall take effect when approved by the voters of said County at a referendum as provided in said Act.

Thereupon, upon motion of _____, seconded by _____, the order entitled "ORDER AUTHORIZING \$548,000,000 SCHOOL BONDS" was passed upon introduction by the following vote:

Ayes: _____

Noes: _____

Thereupon, _____ introduced the following order authorizing bonds the title of which was read and a copy of which had been distributed to each Commissioner:

ORDER AUTHORIZING \$349,000,000 COMMUNITY COLLEGE BONDS

BE IT ORDERED by the Board of Commissioners for the County of Wake, North Carolina:

1. That, pursuant to The Local Government Bond Act, as amended, the County of Wake, North Carolina is hereby authorized to contract a debt, in addition to any and all other debt which said County may now or hereafter have power or authority to contract, and in evidence thereof to issue Community College Bonds in an aggregate principal amount not exceeding \$349,000,000 for the purpose of providing funds to construct, renovate, expand, improve and equip community college facilities for Wake Technical Community College, including associated real estate costs.

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

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

4. That this order shall take effect when approved by the voters of said County at a referendum as provided in said Act.

Thereupon, upon motion of _____, seconded by _____, the order entitled "ORDER AUTHORIZING \$349,000,000 COMMUNITY COLLEGE BONDS" was passed upon introduction by the following vote:

Ayes: _____

Noes: _____

Thereupon, _____ introduced the following order authorizing bonds the title of which was read and a copy of which had been distributed to each Commissioner:

**ORDER AUTHORIZING \$120,000,000 PARKS, GREENWAYS,
RECREATION, AND OPEN SPACE BONDS**

BE IT ORDERED by the Board of Commissioners for the County of Wake, North Carolina:

1. That, pursuant to The Local Government Bond Act, as amended, the County of Wake, North Carolina is hereby authorized to contract a debt, in addition to any and all other debt which said County may now or hereafter have power or authority to contract, and in evidence thereof to issue Parks, Greenways, Recreation, and Open Space Bonds in an aggregate principal amount not exceeding \$120,000,000 for the purpose of providing funds for improving and expanding

existing parks, greenways, and recreational facilities and acquiring and constructing new parks, greenways and recreational facilities, including facilities developed jointly with other governmental entities, and including the acquisition of open space land and other land for recreational use, the acquisition of rights of way and the furnishing of incidental facilities and equipment in connection therewith.

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

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

4. That this order shall take effect when approved by the voters of said County at a referendum as provided in said Act.

Thereupon, upon motion of _____, seconded by _____, the order entitled "ORDER AUTHORIZING \$120,000,000 PARKS, GREENWAYS, RECREATION, AND OPEN SPACE BONDS" was passed upon introduction by the following vote:

Ayes: _____

Noes: _____

The Board thereupon designated the Interim Finance Director to make and file with the Clerk to the Board, the sworn statement of debt of said County which is required by The Local Government Bond Act, as amended, to be filed after the bond orders have been introduced and before the public hearing thereon. The Board also designated the Interim Finance Director to file with the Clerk to the Board the statement of total estimated interest which is required by The

Local Government Bond Act, as amended, to be filed with the Clerk to the Board at the time the bond orders are introduced and further directed the Clerk to the Board to file a copy of such statement with the Local Government Commission.

Thereupon, the Clerk to the Board presented the sworn statement of debt and the statement of total estimated interest previously delivered to the Clerk to the Board by the Interim Finance Director as so required.

On motion duly made and carried, the Board of Commissioners for said County fixed 5:00 p.m. on August 6, 2018, in the Board Room of the Wake County Justice Center, Room 2700, 301 South McDowell Street in Raleigh, North Carolina, as the hour, day and place for the public hearing upon the foregoing orders and directed the Clerk to the Board of Commissioners to publish said orders, as required by The Local Government Bond Act, as amended, once in The News and Observer not later than the sixth day before said date.

* * * * *

I, Denise M. Hogan, Clerk to the Board of Commissioners for the County of Wake, North Carolina, DO HEREBY CERTIFY that the foregoing is a true copy of the recorded minutes of said Board for said County at a regular meeting held on July 23, 2018, said record having been made in the minutes of said Board, and is a true copy of so much of said proceedings of said Board as relates in any way to the introduction and passage on introduction of orders authorizing bonds of said County and the calling of a public hearing upon such orders.

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

WITNESS my hand and the official seal of said County this 23rd day of July, 2018.

Clerk to the Board of Commissioners

[SEAL]

TO THE PUBLISHER OF THE NEWS AND OBSERVER:

Please publish the following once in The News and Observer on Friday, July 27, 2018:

ORDER AUTHORIZING \$548,000,000 SCHOOL BONDS

BE IT ORDERED by the Board of Commissioners for the County of Wake, North Carolina:

1. That, pursuant to The Local Government Bond Act, as amended, the County of Wake, North Carolina is hereby authorized to contract a debt, in addition to any and all other debt which said County may now or hereafter have power or authority to contract, and in evidence thereof to issue School Bonds in an aggregate principal amount not exceeding \$548,000,000 for the purpose of providing funds to construct, renovate, expand, improve and equip school buildings and other school facilities, including associated real estate costs.

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

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

4. That this order shall take effect when approved by the voters of said County at a referendum as provided in said Act.

ORDER AUTHORIZING \$349,000,000 COMMUNITY COLLEGE BONDS

BE IT ORDERED by the Board of Commissioners for the County of Wake, North Carolina:

1. That, pursuant to The Local Government Bond Act, as amended, the County of Wake, North Carolina is hereby authorized to contract a debt, in addition to any and all other debt which said County may now or hereafter have power or authority to contract, and in evidence thereof to issue Community College Bonds in an aggregate principal amount not exceeding \$349,000,000 for the purpose of providing funds to construct, renovate, expand, improve and equip community college facilities for Wake Technical Community College, including associated real estate costs.

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

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

4. That this order shall take effect when approved by the voters of said County at a referendum as provided in said Act.

**ORDER AUTHORIZING \$120,000,000 PARKS, GREENWAYS,
RECREATION, AND OPEN SPACE BONDS**

BE IT ORDERED by the Board of Commissioners for the County of Wake, North Carolina:

1. That, pursuant to The Local Government Bond Act, as amended, the County of Wake, North Carolina is hereby authorized to contract a debt, in addition to any and all other debt which said County may now or hereafter have power or authority to contract, and in evidence thereof to issue Parks, Greenways, Recreation, and Open Space Bonds in an aggregate principal amount not exceeding \$120,000,000 for the purpose of providing funds for improving and expanding existing parks, greenways, and recreational facilities and acquiring and constructing new parks, greenways and recreational facilities, including facilities developed jointly with other governmental entities, and including the acquisition of open space land and other land for recreational use, the acquisition of rights of way and the furnishing of incidental facilities and equipment in connection therewith.

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

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

4. That this order shall take effect when approved by the voters of said County at a referendum as provided in said Act.

The foregoing orders have been introduced and a sworn statement of debt has been filed under the Local Government Bond Act showing the appraised value of the County of Wake, North Carolina to be \$142,280,600,461 and the net debt thereof, including the proposed bonds, to be \$2,960,133,680. The Interim Finance Director of the County has filed a statement estimating that the total amount of interest that will be paid on the proposed bonds over the expected term of the bonds, if issued, is \$406,793,000. The estimate is preliminary, is for general informational purposes only, and may differ from the actual interest paid on such bonds. Such statement of estimated interest includes certain assumptions upon which such estimate is based, and there is no assurance that the circumstances included in such assumptions will occur. The validity of the proposed bonds is not subject to challenge on the grounds that the actual interest cost on the bonds when issued is different than the estimated interest amount set forth above.

A tax will be levied to pay the principal of and interest on the bonds if they are issued. Anyone who wishes to be heard on the questions of the validity of the bond orders and the advisability of issuing the bonds may appear at a public hearing or an adjournment thereof to be held at 5:00 p.m. on August 6, 2018, in the Board Room of the Wake County Justice Center, Room 2700, 301 South McDowell Street in Raleigh, North Carolina.

By: Denise M. Hogan
Clerk to the Board of Commissioners for the
County of Wake, North Carolina

COUNTY OF WAKE, NORTH CAROLINA
SWORN STATEMENT OF DEBT MADE PURSUANT TO THE
LOCAL GOVERNMENT BOND ACT, AS AMENDED

I, Emily Lucas, Interim Finance Director of the County of Wake, North Carolina, having been designated by the Board of Commissioners for said County to make and file with the Clerk to said Board of Commissioners a statement of the debt of said County pursuant to The Local Government Bond Act, as amended, DO HEREBY CERTIFY that the following is a true statement as shown by the books in my office, not taking into consideration any debt incurred or to be incurred in anticipation of the collection of taxes or other revenues or in anticipation of the sale of bonds other than funding and refunding bonds:

(a) GROSS DEBT

a(1) Outstanding debt evidenced by Bonds¹:

Public Improvement Bonds, Series 2009A	\$ 6,000,000
Public Improvement Bonds, Series 2009B	150,000,000
Public Improvement Bonds, Series 2010A	33,175,000
Public Improvement Bonds, Series 2010B	39,505,000
Refunding Bonds, Series 2010C	319,325,000
Taxable School Bonds, Series 2010D	34,910,000
Public Improvement Bonds, Series 2010E	5,685,000
Taxable Public Improvement Bonds, Series 2010F	17,055,000
Public Improvement Bonds, Series 2011	73,800,000
School Bonds, Series 2012A	66,300,000
Refunding Bonds, Series 2012B	58,700,000
School Bonds, Series 2013	37,800,000
Public Improvement Bonds, Series 2013B	92,400,000
Public Improvement Bonds, Series 2014	308,890,000
Public Improvement Bonds, Series 2015	84,150,000
Refunding Bonds, Series 2016A	126,525,000
Public Improvement Bonds, Series 2017A	32,015,000
Public Improvement Bonds, Series 2017B	78,290,000
Public Improvement Bonds, Series 2018A	<u>197,745,000</u>
Total	<u>\$1,762,270,000</u>

(a)(2) Bonds authorized by orders introduced, but not yet adopted:

School	\$548,000,000
Community College	349,000,000
Parks, Greenways, Recreation and Open Space	<u>120,000,000</u>
Total	<u>\$1,017,000,000</u>

¹ As of July 23, 2018; reflects all principal payments through that date.

a(3)	Unissued bonds authorized by adopted orders:	
	Community College (2012)	\$12,687,998
	Schools (2013)	<u>184,662,002</u>
	Total	<u>\$197,350,000</u>
a(4)	Outstanding debt, not evidenced by bonds:	-0- ²
(a)	GROSS DEBT, being the sum of a(1), a(2), a(3) and a(4):	<u>\$2,976,620,000</u>
	(b) DEDUCTIONS	
b(1)	Funding and refunding bonds authorized by orders introduced but not yet adopted:	\$ <u>-0-</u>
b(2)	Funding and refunding bonds authorized but not yet issued:	\$ <u>-0-</u>
b(3)	The amount of money held in sinking funds or otherwise for the payment of any part of the principal of gross debt other than debt incurred for water, gas, electric light or power purposes or sanitary sewer purposes (to the extent that the bonds are deductible under G.S. 159-55(b)):	\$16,486,320
b(4)	Bonded debt included in gross debt and incurred, or to be incurred, for water, gas, electric light or power purposes:	\$ <u>-0-</u>
b(5)	Bonded debt included in gross debt and incurred, or to be incurred, for sanitary sewer system purposes (to the extent that said debt is made deductible by G.S. 159-55(b)):	\$ <u>-0-</u>
b(6)	Uncollected special assessments heretofore levied for local improvements for which any part of the gross debt (that is not otherwise deducted) was or is to be incurred to the extent that such assessments will be applied, when collected, to the payment of any part of the gross debt:	\$ <u>-0-</u>

² The County has a Bond Anticipation Note program under which general obligation bond anticipation notes are issued from time to time in anticipation of the issuance of the Bonds referred to in (a)(3). The debt represented by the notes is included in (a)(3).

\$-0-

\$16,486,320

(c) NET DEBT

\$2,960,133,680

(d) ASSESSED VALUE

\$142,280,600,461

(e) PERCENTAGE

2.0805%

The foregoing statement is true.

Interim Finance Director

SS:

Subscribed and sworn to before me this 23rd day of July, 2018.

[SEAL]

Notary Public

My Commission expires _____.

* * * * *

I, Denise M. Hogan, Clerk to the Board of Commissioners for the County of Wake, North Carolina, DO HEREBY CERTIFY that the foregoing is a true copy of a statement which was filed with me at a meeting of the Board of Commissioners for said County held on July 23, 2018 after the introduction and before the adoption of an order authorizing general obligation bonds of said County, and that said statement is open to public inspection in my office.

WITNESS my hand and seal of said County this 23rd day of July, 2018.

Clerk to the Board of Commissioners

[SEAL]

**COUNTY OF WAKE, NORTH CAROLINA
STATEMENT OF TOTAL ESTIMATED INTEREST PURSUANT TO THE
LOCAL GOVERNMENT BOND ACT, AS AMENDED**

I, Emily Lucas, Interim Finance Director of the County of Wake, North Carolina (the “County”), having been designated by the Board of Commissioners for the County (the “Board”) to make and file with the Clerk to the Board a statement of total estimated interest pursuant to The Local Government Bond Act, as amended, DO HEREBY CERTIFY as follows:

1. On July 23, 2018, the Board introduced bond orders authorizing the issuance by the County of \$548,000,000 School Bonds, \$349,000,000 Community College Bonds and \$120,000,000 Parks, Greenways, Recreation and Open Space Bonds (collectively, the “Bonds”).

2. If the Bonds are duly authorized and issued, I have estimated that the total amount of interest to be paid by the County over the expected term of the Bonds to be \$406,793,000. *Such estimate is based on a number of assumptions regarding certain future events and circumstances, including the following:*

(a) The Bonds will be issued in the aggregate principal amount of \$1,017,000,000 in several issues over a multi-year time period.

(b) Each issue of the Bonds will mature or be payable in nineteen (19) equal installments of principal payable annually, the first principal payment which will come due approximately one year after the date of issuance of the Bonds.

(c) The Bonds will bear interest at an average interest rate of 4.00% per annum, payable semiannually. An average interest rate is used because Bonds maturing in different years will bear interest at different interest rates. Such interest rate is higher than the current market rate for similar type debt instruments as determined by the County finance department, however a higher than current market rate is used as a more conservative estimate because interest rates may rise before the Bonds are issued. Prevailing interest rates at the time the Bonds are sold will vary based upon a variety of economic conditions.

(d) The Bonds will be sold to investors at a price that approximates the principal amounts payable on each annual maturity of the Bonds. Sales of Bonds at a premium or discount would affect the interest rate payable on the Bonds (and therefore the aggregate interest cost), however such price adjustments would be reflected in the amount of proceeds received by the County on the sale of the Bonds.

(e) There will not be any change from the current perceived credit quality of the County. Changes in the County’s perceived credit quality would have an effect on the interest rates the County is able to achieve upon sale of the Bonds.

(f) There will not be any change from the current prevailing market demand for municipal bonds in general, and bonds issued by or on behalf of North Carolina local government entities. A change in demand in general for obligations such as the Bonds would have an effect on the interest rate on the Bonds at the time of sale.

(g) The current federal and State tax treatment arising from ownership of the Bonds, receipt of payments of principal and interest thereon and the ownership or disposition thereof will continue in their present forms. Changes in income tax rates or other State or federal tax treatment arising from ownership on the Bonds could have an effect on the interest rate on the Bonds at the time of sale.

(h) The Bonds will be subject to redemption at the option of the County following approximately ten (10) years. Changes to the optional redemption or other redemption features of the Bonds could have an effect on the interest rate thereon.

(i) The Bonds will bear interest at fixed rates determined at the time of sale until their respective maturity dates. The County may determine to issue all or a portion of the bonds at a variable rate of interest.

(j) Neither the County nor any purchaser of the Bonds will obtain any credit enhancement (such as a policy of municipal bond insurance) to assure payment of principal of and interest on the Bonds. The arrangement of such an instrument would have an effect on the interest rate on the Bonds.

The total estimated amount of interest on the Bonds over the expected term of the Bonds is preliminary and for general purposes only. The County makes no assurances that the assumptions upon which such estimate is based will occur, and the occurrence of certain of such assumptions is beyond the control of the County. Differences between the actual circumstances at the time the Bonds are issued and the assumptions set forth above could result in significant differences between the total amount of estimated interest and the total amount of actual interest to be paid on the Bonds if and when issued. Pursuant to N.C.G.S. 159-55(d), the validity of the Bonds is not subject to challenge on the grounds that the actual interest to be paid on the Bonds when issued is different than the total amount of estimated interest on the Bonds set forth above.

Signed this 23rd day of July, 2018.

Interim Finance Director

* * * * *

I, Denise Hogan, Clerk to the Board of Commissioners for the County of Wake, North Carolina, DO HEREBY CERTIFY that the foregoing is a true copy of a statement of total estimated interest which was filed with me at a meeting of said Board held on July 23, 2018, after the introduction and before the public hearing on orders authorizing bonds of said County, and that said statement is open to public inspection in my office.

WITNESS my hand and official seal of said County this 23rd day of July, 2018.

[SEAL]

Clerk to the Board of Commissioners

Wake County Total Capital Program Recommendation

Projected Tax Rate Impacts

- Estimated 3.8 cents in FY20 to support the 2-year WCPSS program, 4-year Wake Tech program and 6-year PROS program

CALNDAR YEARS		2019		2020	2021		2022	2023		2024	2025		
FISCAL YEARS		FY 19		FY 20	FY 21		FY 22	FY 23		FY 24	FY 25		
BALLOT QUESTIONS													
WCPSS GO Bonds; Vote Every 2 Years	Vote Nov	New Tax Rate Set June	G.O Debt Avail		Vote Nov	New Tax Rate Set June	G.O Debt Avail		Vote Nov	New Tax Rate Set	G.O Debt Avail		
WCPSS Tax Increases		2.30				0.85				1.40			
WCPSS Ballot Amounts			\$548 million				\$562 million			\$652 million			
WTCC GO Bonds; Vote Every 4 Years	Vote Nov	New Tax Rate Set June	G.O Debt Avail						Vote Nov	New Tax Rate Set	G.O Debt Avail		
WTCC Tax Increases		1.15									0.35		
WTCC Ballot Amounts			\$349 million								\$179 million +		
PROS GO Bonds; Vote Every 6 Years	Vote Nov	New Tax Rate Set June	G.O Debt Avail										
PROS Tax Increases		0.35											
PROS Ballot Amounts			\$120 million										
Total Estimated Tax Increase		3.80			0.85				1.75				

Schools CIP - Bond Referendum Projects
FY 2020 - FY 2021

New Schools		2 yr Bond Funding
Southlakes Elementary		\$ 2,265,163
Middle School in Fuquay Varina		\$ 71,909,357
Elementary School in Apex		\$ 48,019,768
Elementary School in SW Wake County		\$ 3,166,134
Elementary School in SW Wake County		\$ 3,166,134
High School in SW Wake County		\$ 7,886,458
Elementary School (not identified)		\$ 3,308,610
	Subtotal	\$ 139,721,624
Renovations		
Wiley Elementary		\$ 369,387
Stough Elementary		\$ 23,979,804
East Wake Middle		\$ 5,387,852
Conn Elementary		\$ 20,509,300
Fuquay Varina High		\$ 73,675,384
Fuller Elementary		\$ 34,180,783
York Elementary		\$ 42,512,025
Swift Creek Elementary		\$ 3,020,370
West Millbrook Middle		\$ 68,543,035
Baucom Elementary		\$ 4,910,186
Middle School (not identified)		\$ 6,131,110
	Subtotal	\$ 283,219,236
Program Requirements		
Life Cycle Bldg Comp		\$ 54,810,000
Life Cycle Furniture		\$ 3,972,710
Educational Equipment		\$ 2,090,900
Environmental/ADA		\$ 8,363,600
Technology Infrastructure		\$ 6,180,000
Mobiles		\$ 2,639,000
Property Acquisition		\$ 10,609,000
	Subtotal	\$ 88,665,210
Contingency & Management		
Program Contingency		\$ 18,485,761
Program Management		\$ 17,474,762
	Subtotal	\$ 35,960,523
Total 2 Yr School Bond		\$ 547,566,593
Total 2 Yr School Bond (Rounded)		\$ 548,000,000

Wake Tech CIP - Bond Referendum Projects
FY 2020 - FY 2023

Major Projects	4 Yr Bond Funding
North Wake Campus Auto & Collision Repair Facility	\$ 35,530,340
South Wake Campus Advanced Instusties Facility & Parking Deck	\$ 89,576,739
North Wake Campus Health Science New Lab & Parking Deck	\$ 82,292,800
Public Safety Emergency Center Simulation Building	\$ 45,658,700
RTP Parking Deck 1	\$ 55,269,100
RTP Classroom Building 3 (Design)	\$ 624,902
RTP Classroom Building 4 (Design)	\$ 656,620
Subtotal	\$ 309,609,201
Campuswide Renovations, Repairs & Alterations	
Mechanical Equipment	\$ 8,481,062
HVAC Controls	\$ 2,551,646
Elevator Repairs	\$ 744,200
Envelope Upgrades	\$ 3,546,000
Electrical Repairs	\$ 1,673,697
Life Safety Equipment	\$ 930,514
PHSC Miscellaneous Repairs	\$ 1,892,430
Ready Hall Labs Renovation	\$ 4,016,100
Subtotal	\$ 23,835,649
Campuswide Infrastructure Upgrades	
Mass Notification System	\$ 4,880,000
Accessibility Upgrades & Pedestrian Bridge at South Wake Campus	\$ 1,695,363
South Loop/Tech Road/US Hwy 401 Improvements and Paving	\$ 5,690,160
North Wake Campus Exterior HW & CHW Piping	\$ 3,327,580
Subtotal	\$ 15,593,103
Total 4 Yr Wake Tech Bond	\$ 349,037,953
Total 4 Yr Wake Tech Bond (Rounded)	\$ 349,000,000

COUNTY OF WAKE, NORTH CAROLINA
BOND REFERENDUM CALENDAR
November 6, 2018

<u>Date</u>	<u>Event</u>
<u>By June 1, 2018</u>	Initial decision to pursue general obligation bond referendum made; basic needs and plan (such as amount of bonds and purposes (schools, community college, others) to be completed; Board of Education adopts a resolution requesting Board of Commissioners to pursue a bond referendum for school purposes.
<u>June 18, 2018</u>	Board of Commissioners adopts preliminary findings resolution and authorizes publication of notice of intent to file an application with the LGC.
<u>June 22, 2018</u>	Publication of notice of intent to file an application with the LGC; County submits notice to Joint Legislative Oversight Committee on Local Government (this filing is not required for schools, but is required if there are other purposes).
<u>July 6, 2018</u>	File application with the LGC.
<u>By July 23, 2018</u>	Application for approval of bonds accepted for submission to the LGC.
<u>July 23, 2018</u> Regular Meeting	Introduction of bond orders by the Board of Commissioners; file Sworn Statement of Debt and Statement of Estimated Interest with Clerk.
<u>July 27, 2018</u>	Publication of bond orders as introduced and notice of public hearing.
<u>August 6, 2018</u> Regular Meeting	Board of Commissioners conducts public hearing regarding bond orders, adopts bond orders; adopts resolution calling for referendum.

<u>By: August 9, 2018</u>	Deliver certified copy of resolution calling for referendum to Board of Elections.
<u>August 13, 2018</u>	Publication of final bond orders as adopted and first notice of referendum.
<u>August 27, 2018</u>	Publish second notice of referendum.
<u>September 7, 2018</u>	Absentee ballots available.
<u>October 12, 2018</u>	Last day to apply for registration for voting in referendum.
<u>November 6, 2018</u>	Referendum.
<u>November 16, 2018</u>	Canvassing of referendum returns by Board of Elections.
<u>December 3, 2018</u> Regular Meeting	Declaration of results of referendum by the Board of Commissioners.
<u>December 7, 2018</u>	Publication of statement of results of referendum.



Legislation Details (With Text)

File #: 16-1606

Type: Consent Item **Status:** Passed

In control: Board of Commissioners

On agenda: 7/23/2018 **Final action:** 7/23/2018

Title: Tax Committee Recommendations for Value Adjustments, Penalty Waivers, Tax Relief Applications, Refund Requests and Various Reports

Sponsors:

Indexes:

Code sections:

Attachments: [Tax Collections Item Summary](#)
[Tax Committee Agenda Process](#)
[Executive Summary 1](#)
[Executive Summary 2](#)
[July 2018 Refunds Under 500](#)
[Daily Updates For Penalties](#)
[Daily Updates For Special Situations](#)
[Daily Updates For Tax Deferments](#)
[Municipal Collection Report](#)
[Wake County Collection Report](#)
[Monthly In-Rem Foreclosure Report](#)
[PFB Summary Report](#)
[Register of Deeds Excise Tax Report](#)

Date	Ver.	Action By	Action	Result
7/23/2018	1	Board of Commissioners	accepted	Pass

Tax Committee Recommendations for Value Adjustments, Penalty Waivers, Tax Relief Applications, Refund Requests and Various Reports

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

EXECUTIVE SUMMARY OF RECOMMENDATIONS FROM TAX COMMITTEE

Board Meeting Date July 23, 2018

<u>NUMBER</u>	<u>PROPERTY TAX REFUNDS REQUESTED</u>		
	<u>AMOUNT OF TAX REQUESTED</u>	<u>AMOUNT OF TAX APPROVED</u>	<u>AMOUNT OF TAX DENIED</u>
1	\$204.52	\$204.52	0.00

Executive Summary of Recommendations From Tax Committee 06/14/2018

Exemptions Requested

Number of Requests	Value of Exemptions Requested	Value of Property Exempted
0	\$0	\$0

Tax Relief Exclusion Requested

Number of Requests	Value of Exclusion Requested	Value of Property Exempted
0	\$0	\$0

Tax Deferment Requested

Number of Requests	Value of Deferment Requested	Value of Property Deferred
2	\$816,412	\$816,412

Requests For Relief of Late List Penalties

Number of Requests	Granted Full Relief	Granted Partial Relief	Denied
11	11	0	0

Special Situations/Value Adjustment

Relief Requested	Total	Granted	Denied
Value Only	1	1	0

Board Report

Return

Date : 07/23/2018

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	NOBIS, MICHAEL S NOBIS, ANDREA 621 CULMORE DR FUQUAY VARINA NC, 27526 - 3805	0000429775- 2017- 2017- 000000	City County	84.44 120.08	204.52	204.52 Refund
	Marcus D. Kinrade		Total City Rebated	84.44		
	Wake County Revenue Administrator		Total County Rebated	120.08		
			Total Rebate/Refund		204.52	204.52

CC:

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

Print

Lock

Tax Committee Meeting: 06/14/2018

Board of Commissioners Meeting: 07/23/2018

TO: Wake County Board of Commissioners and Town Board of Apex

FOR: Consideration of Requests for Adjustments, Rebates, and/or Refunds of Penalties

Approved by: _____

The Wake County Tax Committee has approved the following policy to recommend relief of the late listing and/or vehicle penalties when at least one of the following conditions apply:

Relief Codes

1. New to North Carolina
2. First time listing
3. Previous year listing on time
4. Omitted item(s) from listing
- Current/previous listing on time
5. Military Deployment

Item #	Taxpayer(s)	Description Jurisdiction	Account # / Year For Payment Status	Late List Appealed	Appeal/Request Type	Recommendation	Relief Code
14081	ATI INDUSTRIAL AUTOMATION ROBERT WAGE 1031 GOODWORTH DR APEX NC 27539-3869	BUSINESS PERSONAL PROPERTY APEX	0006045674 2018 Not Billed	\$1,391.21	Late List Penalty	Granted	

This List Requires Board Action

Tax Committee Members: Natasha Baldwin, City Of Raleigh
Kim Lorbacher, Wake County Finance
Karen Thiessen, Wake County Finance

Marcus Kinrade, Revenue Director

Tax Committee Meeting: 06/14/2018

Board of Commissioners Meeting: 07/23/2018

TO: Wake County Board of Commissioners and Town Board of Cary

FOR: Consideration of Requests for Adjustments, Rebates, and/or Refunds of Penalties

Approved by: _____

The Wake County Tax Committee has approved the following policy to recommend relief of the late listing and/or vehicle penalties when at least one of the following conditions apply:

Relief Codes

- | | |
|----------------------------------|----------------------------------|
| 1. New to North Carolina | 4. Omitted item(s) from listing |
| 2. First time listing | Current/previous listing on time |
| 3. Previous year listing on time | 5. Military Deployment |

Item #	Taxpayer(s)	Description Jurisdiction	Account # / Year For Payment Status	Late List Appealed	Appeal/Request Type	Recommendation	Relief Code
14077	GROEGER, KIMERLY 2829 JONES FRANKLIN RD RALEIGH NC 27606-4007	BUSINESS PERSONAL PROPERTY CARY	0006847402 2018 Not Billed	\$4.52	Late List Penalty	Granted	

This List Requires Board Action

Tax Committee Members: Natasha Baldwin, City Of Raleigh
Kim Lorbacher, Wake County Finance
Karen Thiessen, Wake County Finance

Marcus Kinrade, Revenue Director

Tax Committee Meeting: 06/14/2018

Board of Commissioners Meeting: 07/23/2018

TO: Wake County Board of Commissioners and Town Board of Morrisville

FOR: Consideration of Requests for Adjustments, Rebates, and/or Refunds of Penalties

Approved by: _____

The Wake County Tax Committee has approved the following policy to recommend relief of the late listing and/or vehicle penalties when at least one of the following conditions apply:

Relief Codes

- | | |
|----------------------------------|----------------------------------|
| 1. New to North Carolina | 4. Omitted item(s) from listing |
| 2. First time listing | Current/previous listing on time |
| 3. Previous year listing on time | 5. Military Deployment |

Item #	Taxpayer(s)	Description Jurisdiction	Account # / Year For Payment Status	Late List Appealed	Appeal/Request Type	Recommendation	Relief Code
14091	ENVIVA HOLDINGS LP JENNIFER CHEN 7200 WISCONSIN AVE STE 1000 BETHESDA MD 20814	BUSINESS PERSONAL PROPERTY MORRISVILLE	0006847412 2015 Not Paid	\$120.51	Late List Penalty	Granted	
14093	ENVIVA HOLDINGS LP JENNIFER CHEN 7200 WISCONSIN AVE STE 1000 BETHESDA MD 20814	BUSINESS PERSONAL PROPERTY MORRISVILLE	0006847412 2016 Not Paid	\$102.86	Late List Penalty	Granted	
14095	ENVIVA HOLDINGS LP JENNIFER CHEN 7200 WISCONSIN AVE STE 1000 BETHESDA MD 20814	BUSINESS PERSONAL PROPERTY MORRISVILLE	0006847412 2017 Not Paid	\$84.35	Late List Penalty	Granted	

This List Requires Board Action

Tax Committee Members: Natasha Baldwin, City Of Raleigh

Kim Lorbacher, Wake County Finance

Karen Thiessen, Wake County Finance

Marcus Kinrade, Revenue Director

Tax Committee Meeting: 06/14/2018

Board of Commissioners Meeting: 07/23/2018

TO: Wake County Board of Commissioners and Raleigh City Council

FOR: Consideration of Requests for Adjustments, Rebates, and/or Refunds of Penalties

Approved by: _____

The Wake County Tax Committee has approved the following policy to recommend relief of the late listing and/or vehicle penalties when at least one of the following conditions apply:

Relief Codes

- | | |
|----------------------------------|----------------------------------|
| 1. New to North Carolina | 4. Omitted item(s) from listing |
| 2. First time listing | Current/previous listing on time |
| 3. Previous year listing on time | 5. Military Deployment |

Item #	Taxpayer(s)	Description Jurisdiction	Account # / Year For Payment Status	Late List	Appealed	Appeal/Request Type	Recommendation	Relief Code
14097	ENVIVA HOLDINGS LP JENNIFER CHEN 7200 WISCONSIN AVE STE 1000 BETHESDA MD 20814	BUSINESS PERSONAL PROPERTY RALEIGH	0006847412 2018 Not Billed		\$643.46	Late List Penalty	Granted	
14073	MAG'S DULCE LLC 1400 JENKS CARPENTER RD CARY NC 27519	BUSINESS PERSONAL PROPERTY RALEIGH	0006830323 2018 Not Billed		\$180.66	Late List Penalty	Granted	
14087	NEXSTAR BROADCASTING INC TAX DEPT 545 E JOHN CARPENTER FWY STE 700 IRVING TX 75062	BUSINESS PERSONAL PROPERTY RALEIGH	0006825030 2018 Not Billed		\$2,439.34	Late List Penalty	Granted	

This List Requires Board Action

Tax Committee Members: Natasha Baldwin, City Of Raleigh

Kim Lorbacher, Wake County Finance

Karen Thiessen, Wake County Finance

Marcus Kinrade, Revenue Director

Tax Committee Meeting: 06/14/2018

Board of Commissioners Meeting: 07/23/2018

TO: Wake County Board of Commissioners

FOR: Consideration of Requests for Adjustments, Rebates, and/or Refunds of Penalties

Approved by: _____

The Wake County Tax Committee has approved the following policy to recommend relief of the late listing and/or vehicle penalties when at least one of the following conditions apply:

Relief Codes

1. New to North Carolina
2. First time listing
3. Previous year listing on time
4. Omitted item(s) from listing
- Current/previous listing on time
5. Military Deployment

Item #	Taxpayer(s)	Description Jurisdiction	Account # / Year For Payment Status	Late List Appealed	Appeal/Request Type	Recommendation	Relief Code
14089	NEXSTAR BROADCASTING INC TAX DEPT 525 E JOHN CARPENTER FWY STE 700 IRVING TX 75062	BUSINESS PERSONAL PROPERTY WAKE COUNTY	0006825031 2018 Not Billed	\$340.92	Late List Penalty	Granted	

This List Requires Board Action

Tax Committee Members: Natasha Baldwin, City Of Raleigh
Kim Lorbacher, Wake County Finance
Karen Thiessen, Wake County Finance

Marcus Kinrade, Revenue Director

Tax Committee Meeting: 06/14/2018

Board of Commissioners Meeting: 07/23/2018

TO: Wake County Board of Commissioners and Town Board of Wake Forest

FOR: Consideration of Requests for Adjustments, Rebates, and/or Refunds of Penalties

Approved by: _____

The Wake County Tax Committee has approved the following policy to recommend relief of the late listing and/or vehicle penalties when at least one of the following conditions apply:

Relief Codes

1. New to North Carolina
2. First time listing
3. Previous year listing on time
4. Omitted item(s) from listing
- Current/previous listing on time
5. Military Deployment

Item #	Taxpayer(s)	Description Jurisdiction	Account # / Year For Payment Status	Late List Appealed	Appeal/Request Type	Recommendation	Relief Code
14075	FLAVI HUFF PHOTOGRAPHY LLC 1004 EVENING SNOW ST WAKE FOREST NC 27587	BUSINESS PERSONAL PROPERTY WAKE FOREST	0006850257 2018 Not Billed		\$5.92 Late List Penalty	Granted	
14079	MACK, TRACIE 12281 CAPITAL BLVD WAKE FOREST NC 27587-6200	BUSINESS PERSONAL PROPERTY WAKE FOREST	0006791198 2018 Not Billed		\$47.47 Late List Penalty	Granted	

This List Requires Board Action

Tax Committee Members: Natasha Baldwin, City Of Raleigh
Kim Lorbacher, Wake County Finance
Karen Thiessen, Wake County Finance

Marcus Kinrade, Revenue Director

Tax Committee Meeting: 06/14/2018

Approved by: _____

Board of Commissioners Meeting: 07/23/2018

TO: Wake County Board of Commissioners and Town Board of Fuquay Varina

FOR: Consideration of Requests for Value/Special Situations

Item #	Taxpayer(s)	Description Jurisdiction	Account # / Year For Payment Status	Value Appealed	Appeal/Request Type	Recommendation
14071	NOBIS, MICHAEL NOBIS, ANDREA 621 CULMORE DR FUQUAY VARINA NC 27526-3805	621 CULMORE DR FUQUAY VARINA	0000429775 2016 Paid in Full	\$312,549	Value Only	Granted

This List Requires Board Action

Tax Committee Members: Natasha Baldwin, City Of Raleigh
Kim Lorbacher, Wake County Finance
Karen Thiessen, Wake County Finance

Marcus Kinrade, Revenue Director

Tax Committee Meeting: 06/14/2018

Approved by: _____

Board of Commissioners Meeting: 07/23/2018

TO: Wake County Board of Commissioners

FOR: Consideration of Requests for Tax Deferment

Item #	Taxpayer(s)	Description Jurisdiction	Account # / Year For Payment Status	Value Appealed Tax Deferred	Appeal/Request Type	Recommendation
14083	PRICE, JAMES 4109 GRANITE RIDGE TRL RALEIGH NC 27616-8660	4109 GRANITE RIDGE TRL WAKE COUNTY	0000061535 2018 Not Billed	\$604,333	Tax Deferment Agricultural Use 105-277.4	Granted
14085	T LACEY WILLIAMS FARM LLC 2820 OLIVE CHAPEL RD APEX NC 27502-6786	1900 NEW HILL OLIVE CHAPEL RD WAKE COUNTY	0000182724 2018 Not Billed	\$212,079	Tax Deferment Agricultural Use 105-277.4	Granted

This List Requires Board Action

Tax Committee Members: Natasha Baldwin, City Of Raleigh
Kim Lorbacher, Wake County Finance
Karen Thiessen, Wake County Finance

Marcus Kinrade, Revenue Director

MUNICIPAL MONTHLY COMPARISON REPORT MAY 2018

ANGIER

	Last Year	This Year
Billed	\$302,660.90	\$330,595.42
Collected	\$301,452.56	\$328,965.20
Percentage	99.60%	99.51%

APEX

	Last Year	This Year
Billed	\$23,353,388.99	\$24,972,348.43
Collected	\$23,321,786.49	\$24,928,971.00
Percentage	99.86%	99.83%

CARY

	Last Year	This Year
Billed	\$89,711,354.13	\$91,120,622.47
Collected	\$89,592,050.60	\$91,012,808.32
Percentage	99.87%	99.88%

CLAYTON

	Last Year	This Year
Billed	\$140.24	\$172.99
Collected	\$140.24	\$172.99
Percentage	100.00%	100.00%

DURHAM

	Last Year	This Year
Billed	\$319,337.90	\$471,562.70
Collected	\$319,087.72	\$471,562.70
Percentage	99.92%	100.00%

FUQUAY -VARINA

	Last Year	This Year
Billed	\$12,805,525.83	\$13,914,397.18
Collected	\$12,768,817.50	\$13,876,853.80
Percentage	99.71%	99.73%

GARNER

	Last Year	This Year
Billed	\$17,700,822.93	\$18,178,376.38
Collected	\$17,645,620.60	\$18,126,429.01
Percentage	99.69%	99.71%

HOLLY SPRINGS

	Last Year	This Year
Billed	\$18,243,477.47	\$19,244,328.52
Collected	\$18,214,253.14	\$19,204,823.34
Percentage	99.84%	99.79%

KNIGHTDALE

	Last Year	This Year
Billed	\$6,919,266.58	\$7,338,675.34
Collected	\$6,905,137.25	\$7,325,957.72
Percentage	99.80%	99.83%

MORRISVILLE

	Last Year	This Year
Billed	\$17,915,494.22	\$18,134,836.58
Collected	\$17,893,847.15	\$18,116,671.68
Percentage	99.88%	99.90%

RALEIGH

	Last Year	This Year
Billed	\$253,424,845.64	\$260,467,625.39
Collected	\$252,811,357.87	\$259,905,155.46
Percentage	99.76%	99.78%

ROLESVILLE

	Last Year	This Year
Billed	\$3,843,518.00	\$4,262,103.49
Collected	\$3,838,417.72	\$4,255,949.32
Percentage	99.87%	99.86%

WAKE FOREST

	Last Year	This Year
Billed	\$24,407,755.71	\$25,739,878.79
Collected	\$24,360,149.91	\$25,699,431.59
Percentage	99.80%	99.84%

WENDELL

	Last Year	This Year
Billed	\$2,677,044.78	\$2,942,772.40
Collected	\$2,668,321.85	\$2,933,496.23
Percentage	99.67%	99.68%

ZEBULON

	Last Year	This Year
Billed	\$5,584,911.34	\$6,375,130.70
Collected	\$5,562,474.78	\$6,339,511.30
Percentage	99.60%	99.44%

**REPORT OF COLLECTIONS - WAKE COUNTY ONLY
MAY 2018**

MONTHLY COLLECTIONS	May 2017	May 2018
	Last Year	This Year
Current Taxes	\$407,053.82	\$599,609.61
Current Special Districts	\$34,116.52	\$32,807.04
Current Deferred Taxes	\$82,333.81	\$23,109.98
Back Taxes	\$123,442.52	\$81,710.38
Back Deferred Taxes	\$178,357.65	\$75,642.22
Beer & Wine	\$9,182.50	\$9,588.75
Recycle Fee	\$9,465.22	\$7,802.13
TOTAL	\$843,952.04	\$830,270.11

CUMULATIVE	May 2017	May 2018
	Last Year	This Year
Current Taxes	\$777,495,575.17	\$820,805,428.49
Current Special Districts	\$24,655,440.85	\$24,809,823.30
Current Deferred Taxes	\$714,943.46	\$667,975.53
Back Taxes	\$1,450,839.14	\$641,606.11
Back Deferred Taxes	\$1,873,735.85	\$2,325,689.50
Beer & Wine	\$69,872.50	\$84,449.25
Recycle Fee	\$8,184,253.94	\$8,362,958.45
TOTAL	\$814,444,660.91	\$857,697,930.63

	May 2017		
	Levy Billed	Levy Coll	% Coll
Real & Personal Property	\$795,545,160.03	\$793,693,461.88	99.77%
Special District Real & Personal	24,657,714.56	\$24,570,934.28	99.65%
Vehicle Property	\$5,183,755.05	\$5,157,995.51	99.50%
Special District Vehicle	\$177,084.32	\$176,406.64	99.62%
TOTAL	\$825,563,713.96	\$823,598,798.31	99.76%

	May 2018		
	Levy Billed	Levy Coll	% Coll
	\$830,531,992.81	\$828,806,214.90	99.79%
	24,822,984.41	\$24,740,393.20	99.67%
	\$5,419,379.78	\$5,386,132.03	99.39%
	\$182,620.21	\$182,088.07	99.71%
	\$860,956,977.21	\$859,114,828.20	99.79%

						UNCOLLECTED DEFERRED TAXES	
						DEFERRED TAXES (Subject to Current) and 3 Year Rollback)	
YEAR	LEVY BILLED	LEVY COLLECTED	PERCENTAGE COLLECTED	LEVY UNCOLLECTED	(%)	Year	Amount
2017	\$860,956,977.21	\$859,114,828.20	99.79%	\$1,842,149.01	0.21%	2017	\$17,816,093.75
2016	\$826,223,042.55	\$825,682,006.70	99.93%	\$541,035.85	0.07%	2016	\$17,621,848.77
2015	\$785,332,691.13	\$784,962,220.04	99.95%	\$370,471.09	0.05%	2015	\$18,339,382.70
2014	\$766,414,338.89	\$766,153,443.07	99.97%	\$260,895.82	0.03%	2014	\$17,076,960.62
2013	\$675,877,933.56	\$675,207,173.77	99.90%	\$670,759.79	0.10%	2013	\$17,678,927.51
2012	\$683,563,809.38	\$682,747,552.85	99.88%	\$816,256.53	0.12%	2012	\$17,968,878.26
2011	\$673,247,654.80	\$672,375,683.30	99.87%	\$871,971.50	0.13%	2011	\$18,223,412.94
2010	\$668,216,055.87	\$667,323,207.43	99.87%	\$892,848.44	0.13%	2010	\$18,537,947.53
2009	\$664,017,347.41	\$663,207,423.35	99.88%	\$809,924.06	0.12%	2009	\$18,446,775.79

TOTAL	\$6,603,849,850.80	\$6,596,773,538.71		\$7,076,312.09		TOTAL	\$161,710,227.87	TOTAL	\$188,558.08
S/Distr									
Current	\$25,005,604.62	\$24,922,481.27	99.67%	\$83,123.35	0.33%				

Marcus D. Kinrade
Wake County Revenue Director

**WAKE COUNTY BOARD OF COMMISSIONERS
WAKE COUNTY IN-REM FORECLOSURE PROGRESS REPORT
MAY 2018**

Totals for MAY

Parcels Notified by Certified Letter	4
Number of Parcels - Judgments Docketed	1
Parcels Paid in Full	8
Parcels Sold at Public Auction	0
Principal Tax (Notified by Certified Letter)	\$ 38,106
Principal Tax Collected for Month	\$ 31,670

Cumulative Totals for 2017 / 2018 Fiscal Year

Parcels Notified by Certified Letter	38
Number of Parcels - Judgments Docketed	28
Parcels Paid in Full	52
Parcels Sold at Public Auction	11
Principal Tax (Notified by Certified Letter)	\$ 255,973
Principal Tax Collected for Year	\$ 484,051

Cumulative Total to Date

Parcels Notified by Certified Letter	9,815
Number of Parcels - Judgments Docketed	1,945
Parcels Paid in Full	8,930
Parcels Sold at Public Auction	531
Principal Tax (Notified by Certified Letter)	\$ 15,727,980
Principal Tax Collected to Date	\$ 16,284,733

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

This report is to be filed for the record.

Marcus D. Kinrade
Revenue Director

Tax Committee Meeting: 06/14/2018

Board of Commissioners Meeting: 07/23/2018

TO: Wake County Board of Commissioners

FOR: Consideration of Requests for Release of Gross Receipts Tax Penalties

Approved by: _____

Account Types:

PFB - Prepared Food and Beverage Tax

RVT - Rental Vehicle Tax

ROT - Room Occupancy Tax

BW - Beer and Wine Licensing

HVY - Heavy Equipment

Item #	Business Name Business Location	Owner Name	Account # Payment Status	Account Type	Penalty Appealed	Recommendation
5156	TAMA CAFE 401 FAYETTEVILLE ST STE 103 RALEIGH NC 27601-1740	TAMA TEA LLC	0000023004 Partially Paid	PFB	\$86.65	Full Relief

This List Requires Board Action

Tax Committee Member: Natasha Baldwin, City Of Raleigh
Kim Lorbacher, Wake County Finance
Karen Thiessen, Wake County Finance

Marcus Kinrade, Revenue Director



Register of Deeds

BOARD REPORT

DATE: JUNE 4, 2018

TO: WAKE COUNTY BOARD OF COMMISSIONERS
RE: CONSIDERATION OF REFUND OF EXCISE TAX

Approved By: Paul A. Shook

<u>No.</u>	<u>Name & Address of Payee</u>	<u>Deed Book & Page Number</u>	<u>Excise Tax Amount Refund</u>	<u>Reason for Refund</u>	<u>Request Status</u>
1	Klish & Eldreth, PLLC 115 S. Saint Mary's Street, Suite C Raleigh, NC 27603	Book 17115, Page 703	\$ 160.00	Recorded twice	Approved
2	Simplifile 4844 North 300 West Suite 202 Provo, UT 84604	Book 17132, Page 1829	\$ 229.00	Recorded multiple times	Approved
3	Simplifile 4844 North 300 West Suite 202 Provo, UT 84604	Book 17132, Page 1866	\$ 229.00	Recorded multiple times	Approved



Legislation Details (With Text)

File #: 16-1634
Type: Regular Item
Status: Agenda Ready
In control: Board of Commissioners
On agenda: 7/23/2018
Final action:
Title: Public Hearing to Consider Text Amendment OA-01-18 to the Wake County Unified Development Ordinance
Sponsors:
Indexes:
Code sections:
Attachments: [Item summary.pdf](#)
[UDO Amendment Presentation 7-23-18.pdf](#)
[Staff Report OA-01-18.pdf](#)
[OA-01-18 Statement of Consistency Resolution BOC.pdf](#)
[OA-01-18 Ordinance Amendment Resolution BOC.pdf](#)
[Planning Board minutes.pdf](#)

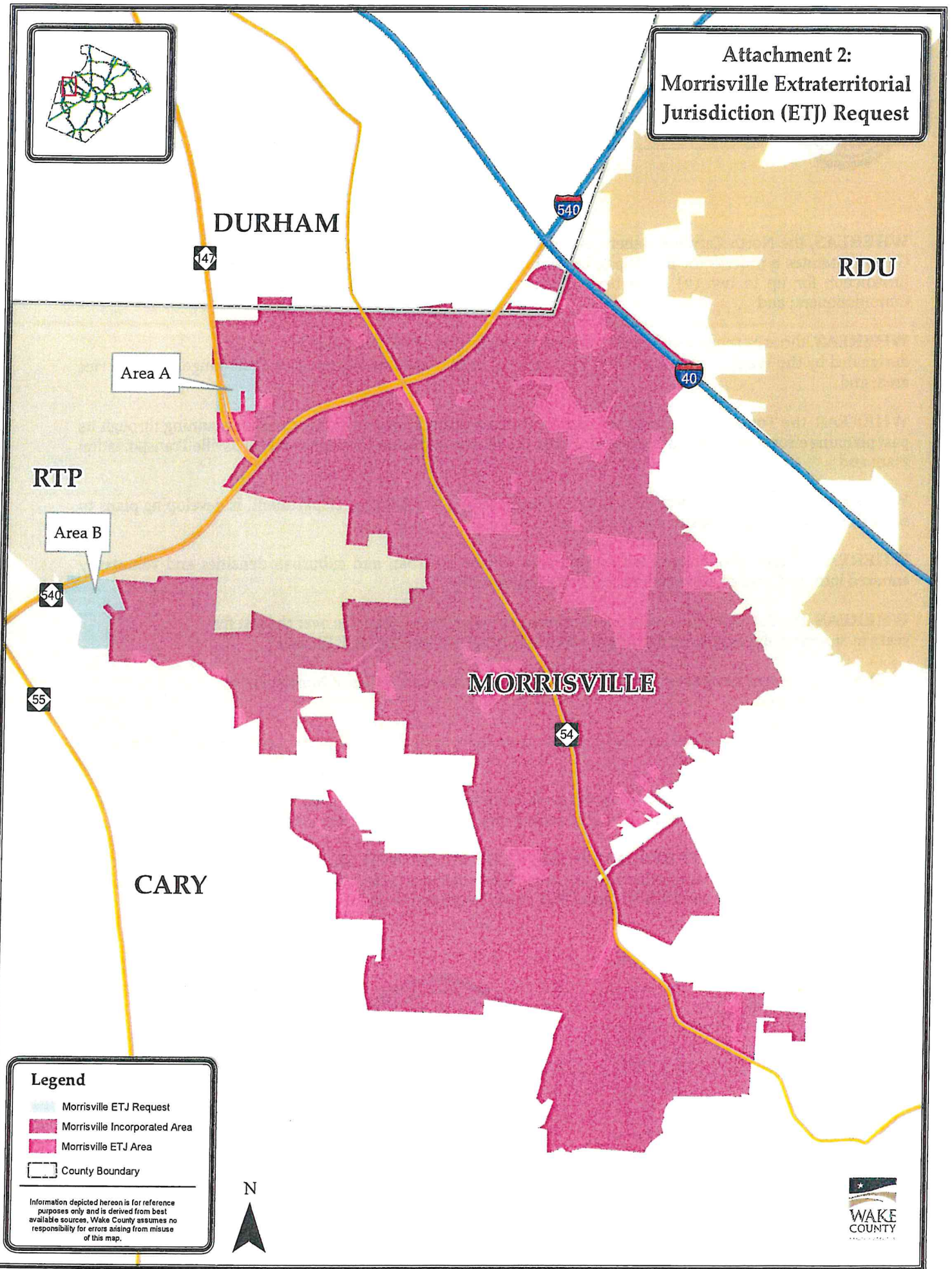
Date	Ver.	Action By	Action	Result
7/23/2018	1	Board of Commissioners	accepted	Pass

Public Hearing to Consider Text Amendment OA-01-18 to the Wake County Unified Development Ordinance

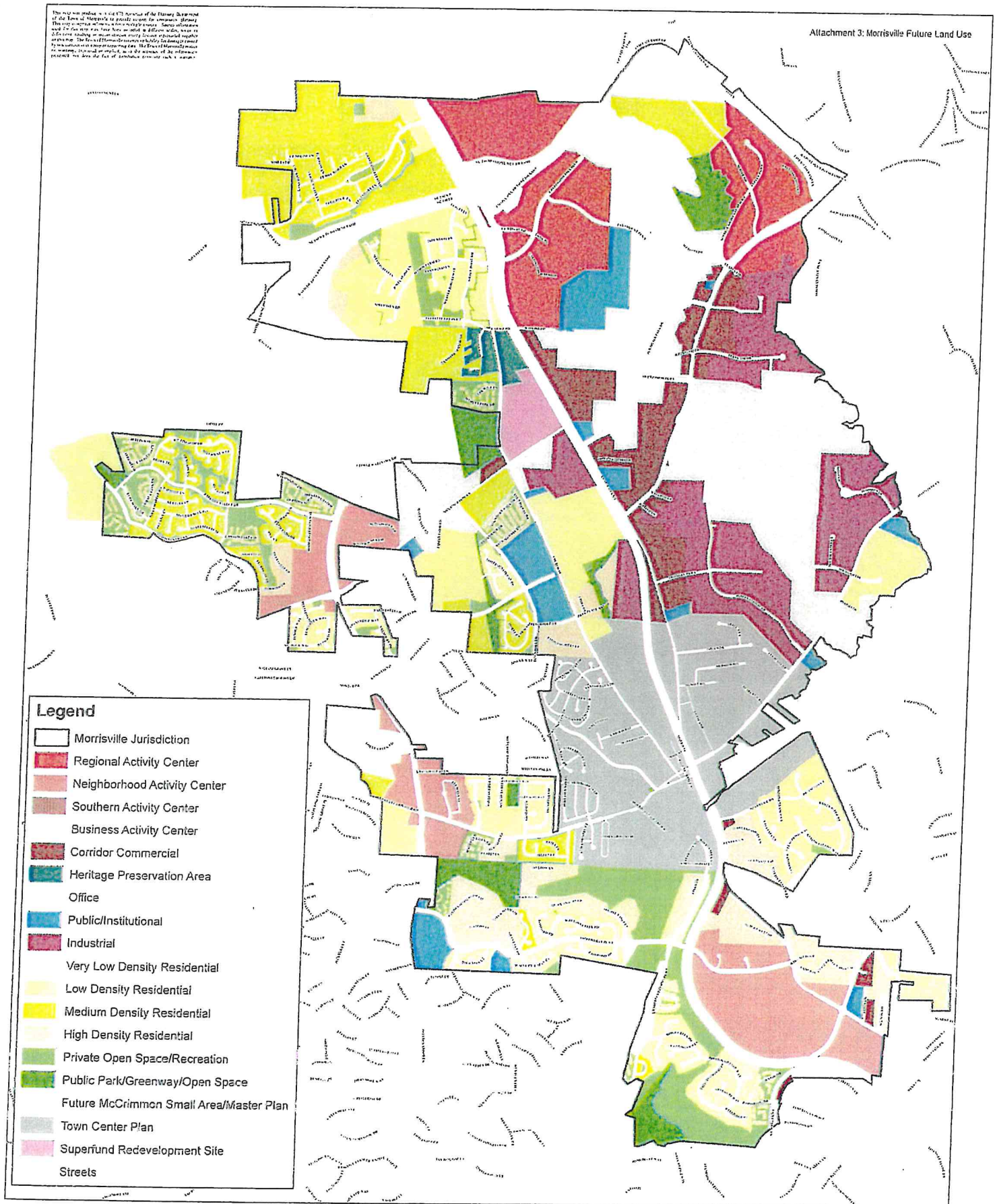
That the Board of Commissioners:

- 1. Finds that Text Amendment OA-01-18 is consistent with the Wake County Land Use Plan and the Wake County Unified Development Ordinance and is reasonable and in the public interest; and adopts the attached resolution; *and by a separate motion***
- 2. Adopts the attached resolution to approve the proposed amendment to the Wake County Unified Development Ordinance as presented in Text Amendment OA-01-18**

Attachment 2:
Morrisville Extraterritorial
Jurisdiction (ETJ) Request



The map was prepared as a 1:10,000 scale of the Planning Department of the Town of Morrisville. It is not intended to be used for any other purpose. The map is a general representation of the future land use plan. It is not intended to be used for any other purpose. The map is a general representation of the future land use plan. It is not intended to be used for any other purpose.



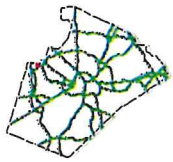
2018 MORRISVILLE FUTURE LAND USE PLAN

FUTURE LAND USES AS IDENTIFIED IN THE 2009 MORRISVILLE LAND USE PLAN



Morrisville
Live connected. Live well.

Attachment 4
Morrisville ETJ Request
Area A: Kitts Creek



NC 147
NC 147

KIT CREEK

Legend

- Water Line
- Force Main
- Sanitary Sewer Line
- Morrisville ETJ Request

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.



Attachment 4:
Morrisville ETJ Request
Area B: Breckenridge

Louis Stephens
Road Extension
Construction 2020

- Legend**
- Future roadway
 - Water Line
 - Force Main
 - Sanitary Sewer Line
 - Morrisville ETJ Request

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





Legislation Details (With Text)

File #: 16-1638
Type: Regular Item
Status: Agenda Ready
In control: Board of Commissioners
On agenda: 7/23/2018
Final action:
Title: Public Hearing on the Proposed 2018 Installment Financing Agreement not to exceed \$385,000,000
Sponsors:
Indexes:
Code sections:
Attachments: [20180723 Item Summary - 2018 IFA Draw Program.pdf](#)
[Installment Financing Presentation 7-23-18.pdf](#)
[20180723 Attachment 1 - Approving Resolution - 2018 Draw Program.pdf](#)
[20180723 Attachment 2 - FY2019 Capital Needs List - 2018 Draw Program.pdf](#)

Date	Ver.	Action By	Action	Result
7/23/2018	1	Board of Commissioners	accepted	Pass

Public Hearing on the Proposed 2018 Installment Financing Agreement not to exceed \$385,000,000
That the Board of Commissioners:

- 1. Conducts a public hearing on the proposed issuance of Installment Financing Agreement; and, upon close of the public hearing,**
- 2. Adopts a resolution authorizing the execution and delivery of an Installment Financing Agreement in an amount not to exceed \$385,000,000 and related documents in connection with the financing of the construction and equipping of certain public school and community college facilities for the County of Wake, North Carolina**

The Board of Commissioners for the County of Wake, North Carolina met in a regular meeting in the Board Room of the Wake County Justice Center, Room 2700, 301 South McDowell Street in Raleigh, North Carolina, the regular place of meeting, at 2:00 p.m. on July 23, 2018.

Present: _____

Absent: Commissioners

Also present: David Ellis, County Manager; Scott Warren, County Attorney; Denise Hogan, Clerk to the Board; Emily Lucas, Interim Finance Director; Todd Taylor, Debt Manager; _

* * * * *

The Chairman announced that this was the hour and day of the public hearing on a proposed installment financing agreement (the "Agreement") to be entered into by the County of Wake, North Carolina (the "County") pursuant to Section 160A-20 of the General Statutes of North Carolina for the purpose of paying the costs of constructing, renovating, rehabilitating and equipping public school and community college facilities in the County. Under the proposed Agreement, the County would receive financing from time to time in an amount not to exceed \$385,000,000. In connection with the proposed plan of finance, the sites of Parkside Elementary School, East Wake Middle School and Fuquay-Varina High School, three of the public schools to be constructed or improved in the financing, would be conveyed by the Wake County Board of Education to the County, and the County will secure its obligations under the Agreement by executing and delivering a deed of trust granting a lien on all or a portion of such school sites, together with all improvements and fixtures located or to be located thereon. The school sites will be leased back to the Wake County Board of Education to be used for school purposes, which lease would be subordinate to the lien created by the deed of trust.

The Chairman also announced that this was the hour and day of the public hearing on the proposed acquisition by the County of the above-referenced sites to be used for school purposes pursuant to Section 153A-158.1 of the General Statutes of North Carolina.

The Chairman acknowledged due publication of a notice of public hearing in a newspaper with general circulation in said County as required by Section 160A-20 and Section 153A-158.1 of the General Statutes of North Carolina and directed the Clerk to the Board of Commissioners to attach the affidavit showing publication in said newspaper on a date at least ten (10) days prior to the date hereof as Exhibit A hereto.

The Chairman then announced that the Board of Commissioners would immediately hear anyone who might wish to be heard on the advisability of the proposed projects, financing or property acquisition as described above.

A list of any persons making comments and a summary of such comments are attached as Exhibit B hereto.

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

Thereupon, Commissioner _____ introduced the following resolution the title of which was read and copies of which had been distributed to each Commissioner:

RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN INSTALLMENT FINANCING AGREEMENT, A DEED OF TRUST AND RELATED DOCUMENTS IN CONNECTION WITH THE FINANCING OF THE CONSTRUCTION AND EQUIPPING OF CERTAIN PUBLIC SCHOOL AND COMMUNITY COLLEGE FOR THE COUNTY OF WAKE, NORTH CAROLINA

BE IT RESOLVED by the Board of Commissioners (the “Board”) for the County of Wake, North Carolina (the “County”):

Section 1. The Board does hereby find and determine as follows:

(a) The Wake County Board of Education (the “School Board”) is the local school administrative unit for the public school system located in the County of Wake, North Carolina (the “County”), and the School Board has advised the County that there is a need for additional new public school facilities in the County and for renovation, rehabilitation and improvement of existing school facilities in the County, all to serve the citizens of the County, including, but not limited to, renovation and equipping of East Wake Middle School, Fuquay-Varina High School, Northridge Elementary School, Conn Elementary School, Wiley Elementary School and Stough Elementary School, construction and equipping of Southlakes Elementary School and Parkside Elementary School, the acquisition and installation technology devices and infrastructure, and property acquisition in connection with such facilities and for other school purposes.

(b) Wake Technical Community College (“Wake Tech”) provides community college education in the County, and Wake Tech has advised the County that there is a need for additional new community college facilities in the County and for renovation, rehabilitation and improvement of existing community college facilities in the County, all to serve the citizens of the County, including, but not limited to, construction and equipping of a new classroom building on the RTP campus, construction and equipping of a Facilities Management and Warehouse building on the Main Campus, design and construction of an Advanced Industries building on the main campus, and the acquisition and installation of technology equipment (the public school improvements referred to above and the community college improvements referred to in this paragraph are herein referred to as the “Project”).

(c) After a public hearing and due consideration, the Board has determined that the preferable manner of financing the Project will be through the entering of an Installment Financing Agreement, to be dated as of August 1, 2018 (the "Agreement"), between the County and Bank of America, N.A. (the "Lender"), pursuant to Section 160A-20 of the General Statutes of North Carolina, as amended. Pursuant to the Agreement, the Lender will advance moneys to the County in an amount sufficient to pay the cost of the Project, and the County will repay the advancement in installments, with interest (the "Installment Payments").

(d) In connection with the proposed plan of finance, the School Board will convey to the County the sites of Parkside Elementary School, East Wake Middle School and Fuquay-Varina High School, three of the public schools included in the Project (the "Sites"), and in order to secure repayment pursuant to the terms of the Agreement by the County of the advance of moneys for the construction, renovation and equipping of the Project, the County will execute and deliver a Deed of Trust, to be dated as of the date of delivery thereof (the "Deed of Trust"), granting to the Lender a lien on the Sites, together with all buildings, improvements and fixtures located or to be located thereon.

(e) In order to facilitate the construction and financing of the Project, the County and the School Board will enter into (i) a Lease Agreement, to be dated as of August 1, 2018 (the "Lease Agreement"), pursuant to which the County will lease the Sites and improvements thereon back to the School Board for operation and (ii) a Construction and Acquisition Agreement, to be dated as of August 1, 2018 (the "Construction Agreement"), pursuant to which the School Board will oversee the construction, acquisition and equipping of the portion of the Project located on the Sites.

(f) There have been presented to the Board drafts of the following documents relating to the transaction hereinabove described:

- (1) the Agreement;
- (2) the Deed of Trust;
- (3) the Lease Agreement; and
- (4) Construction Agreement.

Section 2. In order to provide for the financing of the Project, together with other available funds, the County is hereby authorized to enter into the Agreement and receive advancements pursuant thereto in an aggregate principal amount not to exceed \$385,000,000. The County shall repay the advancement in installments due in the amounts and at the times set forth in the Agreement. The payments of the Installment Payments shall be designated as principal and interest as provided in the Agreement.

The interest component of the Installment Payments shall be computed at a variable interest rate as described in the Agreement, such rate not to exceed the maximum interest rate set forth in the Agreement.

Section 3. The Board hereby approves the Agreement, the Deed of Trust, the Lease Agreement and the Construction Agreement in substantially the forms presented at this meeting. The Chairman, the Vice Chairman, the County Manager, the Deputy County Manager, the Finance Director and the Debt Manager of the County are each hereby authorized to execute and deliver on behalf of the County each of said documents in substantially the forms presented at this meeting, containing such insertions, deletions and filling in of blanks as the person executing such documents shall approve, such execution to be conclusive evidence of approval by the Board of any such changes. The Clerk to the Board or any Deputy or Assistant Clerk to the Board for the County is hereby authorized and directed to affix the official seal of the County to each of said documents and to attest the same.

Section 4. No deficiency judgment may be rendered against the County in any action for breach of any contractual obligation authorized pursuant to the Agreement and the taxing power of the County is not and may not be pledged directly or indirectly to secure any moneys due under the Agreement herein authorized.

Section 5. The Board hereby authorizes the County to accept the conveyance of the Sites from the School Board with the intent that the Sites be made the subject of a Deed of Trust securing the obligations to the Lender pursuant to the Agreement.

Section 6. The Chairman, the Vice Chairman, the County Manager, the Deputy County Manager, the Finance Director, the Debt Manager, the County Attorney, the Clerk to the Board, and any other officers, agents and employees of the County, are hereby authorized and directed to execute and deliver such closing and other certificates, opinions and other items of evidence as shall be deemed necessary to consummate the transactions described above.

Section 7. This resolution shall take effect immediately upon its passage.

Upon motion of Commissioner _____, the foregoing resolution was adopted by the following vote:

Ayes: _____

Noes: _____

* * * * *

I, Denise Hogan, Clerk to the Board of Commissioners for the County of Wake, North Carolina, DO HEREBY CERTIFY that the foregoing is a true summary of the proceedings of said Board at a regular meeting held on July 23, 2018 as it relates in any way to the holding of a

public hearing relating to an installment financing for said County and the passage of the foregoing resolution relating to such installment financing.

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

WITNESS my hand and official seal of said County this 23rd day of July, 2018.

Clerk to the Board of Commissioners

[SEAL]

EXHIBIT A

[Attach publisher's affidavit for notice of public hearing]

EXHIBIT B

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

FY2019 Capital Needs List – Schools and Wake Tech

Description	Type	FY19 Debt Funding
WCPSS		
East Wake Middle	Renovation	\$ 57,933,000
Southlakes Elementary	New Construction	39,878,000
Fuquay-Varina High	Renovation	32,654,000
Technology Devices & Infrastructure	Acquisition/ Constr.	28,200,000
Northridge Elementary	Renovation	25,955,000
Parkside Elementary	New Construction	22,088,000
Conn Elementary	Renovation	21,533,000
Wiley Elementary	Renovation	18,000,000
Stough Elementary	Renovation	11,670,000
Program management		10,244,000
Property acquisition	Land	10,300,000
Other ¹	Various	27,144,000
		<u>305,599,000</u>
WTCC		
RTP - Classroom Building #2	Construction	37,069,000
Main - Facilities Mgmt. & Warehouse Bldg	Construction	16,148,000
Technology acquisitions & facility alterations	Acquisition/ Constr.	10,033,000
Main - Advanced Industries Building	Design/Prelim. Work	3,954,000
Other ²		7,715,000
		<u>74,919,000</u>
		<u><u>\$ 380,518,000</u></u>

¹Design for three schools, life cycle improvements, furniture & equipment, environmental/ADA and contingency.

²Campuswide infrastructure, repairs & replacements and minor capital.



Legislation Details (With Text)

File #: 16-1613
Type: Regular Item
Status: Agenda Ready
In control: Facilities Design & Construction
On agenda: 7/23/2018
Final action:
Title: Funding Agreement with the Town of Rolesville for Granite Falls Greenway
Sponsors:
Indexes:
Code sections:
Attachments: [Agenda Item Greenway Rolesville.pdf](#)
[Granite Falls Greenway Presentation 7-23-18.pdf](#)
[FINAL Granite Falls Greenway Funding Agreement .pdf](#)
[Budget Memo - FY 2019 County Capital Fund - Open Space.pdf](#)

Date	Ver.	Action By	Action	Result
7/23/2018	1	Board of Commissioners	accepted	Pass

Funding Agreement with the Town of Rolesville for Granite Falls Greenway
That the Board of Commissioners:

- 1. Appropriates \$360,000 of Open Space Funding; and**
- 2. Authorizes the County Manager to execute a Funding Agreement between Wake County and the Town of Rolesville for the Granite Falls Greenway, subject to terms and conditions acceptable to the County Attorney**

STATE OF NORTH CAROLINA
COUNTY OF WAKE

**FUNDING AGREEMENT for
GRANITE FALLS GREENWAY**

THIS AGREEMENT entered into as of the _____ day of _____, 20____, by and between the COUNTY OF WAKE, a body politic and corporate of the State of North Carolina ("County") and the TOWN OF ROLESVILLE, a North Carolina municipal corporation ("Town") (together referred to as the "Parties").

PRELIMINARY STATEMENT

WHEREAS, the Town has planned and is currently developing the Granite Falls Greenway Project, a greenway trail extending northwest from the Town's Main Street Park to the Heritage East Greenway within the Heritage subdivision; ("Greenway Project" or "Project"); and

WHEREAS, the County and the Town recognize the mutual benefits to their citizens and the public at large in the development of the Project and the connecting of the communities within Wake County; and

WHEREAS, on _____, 2018, the Wake County Board of Commissioners authorized a funding commitment to the Town in the amount of \$360,000 to be paid out of the funding approved as part of the Open Space element of the Capital Improvement Fund Project Ordinance for FY 20____ and used for the Project subject to the terms and conditions herein; and

WHEREAS, the Town will have the Project developed and for this purpose has accepted the County's funding commitment in the amount of up to \$360,000 subject to the terms and conditions herein.

NOW THEREFORE, in consideration of the mutual promises, goals and objectives contained herein, and the mutual benefits resulting therefrom, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE I
SCOPE AND DESCRIPTION OF THE GREENWAY PROJECT

- A. The Greenway Project shall be located in Rolesville, Wake County, North Carolina. The purpose of the Project is to connect the Town's Main Street Park to the Heritage East Greenway within the Heritage subdivision. The Greenway Project shall cover approximately 4,700 linear of 10-foot-wide asphalt path as noted in the Town's submittal for funding attached to this Agreement as Exhibit "A" and incorporated by reference.
- B. The Greenway Project includes the design and construction of the Project estimated to be completed on or about June 1, 2020 (the "Completion Date"). A schedule for the design/construction of the Greenway Project is attached to this Agreement as Exhibit "B" and incorporated by reference, with construction to commence thereafter.

ARTICLE II
TOWN RESPONSIBILITIES AND COVENANTS

- A. The Town has entered into Reimbursement Contract with HH Hunt Raleigh-Durham, LLC ("Hunt"), who will be solely responsible for all Greenway Project costs, decisions, the procurement process, preparations of all plans and specifications, design, permitting and construction related to the Greenway Project as shown in Exhibit A, including those elements funded by the County.
- B. Hunt, on behalf of the Town, is responsible for funding the Greenway Project, including any overruns, new or additional costs arising during the Project. The anticipated sources of funding for the Greenway Project are set forth in Article IV.
- C. Hunt, on behalf of the Town, is responsible for acquiring all rights of way and easements needed for the Greenway Project. Costs for these acquisitions could include but are not limited to: direct purchase price; appraisal expenses; Phase 1 Environmental Assessment expenses; title investigation and title insurance secured through outside counsel, as necessary and appropriate; recordation expenses.
- D. Acquisitions and easements acquired on behalf of the Town, upon completion and acceptance of the Greenway Project by the Town, will be in the name of the Town of Rolesville and the Town shall retain full ownership and/or interest in the acquisition of any property and/or easements necessary to construct the Greenway Project. To the best of the Town's knowledge, there are no disputes concerning the location and/or boundaries of the easement interests associated with the Greenway Project, and Hunt on behalf of the Town, shall be responsible for expenses associated with any disputes that may arise.
- E. Hunt, on behalf of the Town, shall be responsible for all phases of design, construction and construction management of the Greenway Project. Hunt, on behalf of the Town, shall not

commence construction of the Greenway Project until all required approvals, acquisitions, easements, and financing have been obtained. A copy of all construction documents, approvals, and easements shall be provided to the County for the sole purpose of reviewing compliance with this Agreement prior to start of construction.

F. The Town shall not permit Hunt to assign any portion of the Reimbursement Agreement, or responsibilities thereunder, to another party.

G. The Town acknowledges that the County will not reimburse the Town for property acquired through condemnation proceedings; and that under current County policy, no costs associated with the acquisition of easements for the Project through condemnation proceedings can be paid using County open space bond funds.

H. Town agrees to abide by any review, reporting, or other legal requirements established by state or local law, County resolution, open space bond requirements, or other agreement relating to the use of these funds.

I. The Town has determined that the renovations planned as part of the Greenway Project will not cause a negative impact on existing infrastructure such as roads or water and sewer facilities.

J. The Town acknowledges that any comments or suggestions provided by the County, except as otherwise provided by the Agreement, shall be given solely for the purposes of monitoring compliance with the terms of the Agreement, and shall not in any event be construed as a representative or directive regarding the Greenway Project decision.

K. County and Town agree that, following project completion and acceptance by the Town, the Greenway Project shall be included as a component of the Town's Greenway System. The Greenway Project will be owned and managed by, and shall be the responsibility of, the Town, including future operation, maintenance, and repair. Nothing in this Agreement shall be construed to make the County responsible for any costs or obligation beyond the funding commitment up to \$360,000.00, or any costs or obligations which cannot be paid with open space bond funds.

L. Hunt, on behalf of the Town, shall install appropriate signage for the Greenway Project, which shall include acknowledgement of the County's participation in the project. The Town shall provide copies of proposed signage to the County Parks, Recreation, and Open Space Director prior to installation and shall not install signage until approved by the County to ensure proper content and usage of County logo, if applicable.

M. To the extent permitted by law, Hunt, on behalf of the Town agrees to defend, indemnify, and hold harmless the County, for all loss, liability, claims or expense (including reasonable

attorney's fees) arising from bodily injury, including death or property damage, to any person or persons caused in whole or in part by the negligence or misconduct of Hunt, on behalf of the Town, except to the extent same are caused by the negligence or willful misconduct of the County. It is the intent of this section to require Hunt, on behalf of the Town, to indemnify Wake County to the extent permitted under North Carolina law.

ARTICLE III COUNTY RESPONSIBILITIES AND COVENANTS

A. The County is responsible for tendering a commitment of up to Three Hundred Sixty Thousand, and no/1.00s Dollars (\$360,000.00) to the Town ("County Funding Commitment") to be paid out of the Open Space element of the Capital Improvement Fund Project Ordinance for FY 20__ and used exclusively for the Greenway Project subject to the terms and conditions herein and the approval of the Wake County Board of Commissioners.

B. County agrees to provide additional documentation to evidence the county's Funding Commitment as outlined herein for the purpose of Town financing the Greenway Project. This includes, but is not limited to, providing a written affirmation of County's contribution to the Greenway Project upon the terms and conditions of this Agreement. In no event shall the County be required to guarantee any commercial or private loan, or provide any manner of commitment or financing beyond what is set forth in this Agreement.

C. County shall not fine or penalize Town in any way, unless specifically permitted in this Agreement.

ARTICLE IV REPRESENTATIONS OF COUNTY AND TOWN

The County and Town each represent, covenant, and warrant for the other's benefit as follows:

A. Each party has all necessary power and authority to enter into this Agreement and to carry out the transactions contemplated by this Agreement, and this Agreement has been properly authorized by the party's governing body. This Agreement is a valid and binding obligation of each party.

B. The continuation of this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the Agreement by the Wake County Board of Commissioners (BOC) and the Rolesville Town Commissioners. If either governing body fails to appropriate sufficient monies to provide for the continuation of the Agreement, then it shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

C. Neither the execution and delivery of this Agreement, nor the fulfillment of or compliance with its terms and conditions, nor the consummation of the transactions contemplated by this Agreement, results in a breach of the terms, conditions and provisions of any agreement or instrument to which either is now a party or by which either is bound, or constitutes a default under any of the foregoing.

D. To the knowledge of each party, there is no litigation or other court or administrative proceeding pending or threatened against such party (or against any other person) affecting such party's rights to execute or deliver this Agreement or to comply with its obligations under this Agreement. Neither such party's execution nor delivery of this Agreement, nor its compliance with its obligations under this Agreement, requires the approval of any regulatory body or any other entity the approval of which has not been obtained.

E. No party has dealt with any real estate broker or brokerage firm regarding the transactions contemplated by this Agreement, and no person or firm has a claim for real estate commissions arising out of the acquisition or sale of the property upon which the Greenway Project shall be constructed.

F. Wake County and the Town agree that nothing in this Agreement shall be construed to mandate purchase of insurance by Wake County pursuant to N.C.G.S. 153A-435; or to be inconsistent with Wake County's "Resolution Regarding Limited Waiver of Sovereign Immunity" enacted October 6, 2003; or to in any other way waive Wake County's defense or the Town's defense of sovereign or governmental immunity from any cause of action alleged or brought against either for any reason if otherwise available as a matter of law.

G. The Town and the County agree to cooperate to meet their mutual goals and objectives as set forth in this Agreement. The County Manager and the Town Manager will allocate personnel to the purposes outlined in this Agreement to the extent required to complete the obligations of this Agreement.

H. In consideration of the signing and with respect to the subject matter of this Agreement, the parties for themselves, their agents, officers, and employees, agree not to discriminate in any manner on the basis of race, color, creed, national origin, sex, age, handicap, or sexual orientation, no matter how remote.

ARTICLE V
CONDITIONS OF FUNDING

- A. The total estimated budget for the Greenway Project, including design, construction, contingency and inflation factors, is Nine Hundred Thousand Dollars and no/1.00s (\$900,000.00) as set forth in Exhibit C attached hereto.
- B. The County Funding Commitment shall be delivered to Town as follows:
1. Following commencement of design / construction, Hunt, on behalf of the Town shall pay its general contractor each month, based upon Greenway Project work completed. Once the Town has had the Greenway Project inspected and has accepted the Greenway Project into its Greenway System and all deeds of easement conveying the Greenway Project to the Town have been placed in escrow for recording, Hunt, on behalf of the Town, shall prepare and submit to the County a reimbursement invoice equal to the payment of construction costs for the Project not to exceed \$360,000. Approved invoices shall be paid to the Town within 30 days of approval by the County.
 2. A copy of contractor's request(s) for payment(s) and all supporting documentation shall be provided to the County with the invoice, including work contractor notes, design schedule, and evidence of full payment by Hunt, on behalf of the Town, of invoices submitted for reimbursement. The County in its discretion may withhold or delay funding in the event that all required approvals, acquisitions, easements, and financing have not been obtained by the Town, supporting payment documentation is not provided, the work has not been completed, or Hunt, on behalf of the Town, deviates significantly from the construction documents in any manner that materially affects the Greenway Project without the written approval of the County, or costs cannot be reimbursed according to the conditions restricting the use of open space bond funding. The County Funding Commitment shall be tendered as a reimbursement for allowable expenses only, and not as an advance of funds.
- C. The County shall only provide the applicable funding when due and upon satisfaction of conditions as outlined in this Agreement. All requests for reimbursement by the Town must be submitted no later than June 30, 2020. Any unused portion of the Funding Commitment expires after June 30, 2020, unless this deadline is extended in writing by the County.
- D. Any funds not paid by County to Town under this Funding Agreement due to non-fulfillment of conditions or the expiration of the time to draw the County Funding Commitment shall remain in the Wake County Open Space element of the CIP until an alternate use for the funding is determined. The Town shall not have any claim to such funding for any project or use other than the Greenway Project.
- E. Town represents that this Greenway Project shall not require the on-going support of Wake County's general operating funds. Nothing herein shall obligate County to provide operating funds for the Greenway Project after completion.

F. In consideration of the signing and with respect to the subject matter of this Agreement, the parties for themselves, their agents, officers, and employees, agree not to discriminate in any manner on the basis of race, color, creed, national origin, sex, age, handicap, or sexual orientation, no matter how remote.

ARTICLE VI INDEPENDENT CONTRACTOR

The parties acknowledge that Town is an independent contractor, and that Hunt is an independent contractor; and nothing in this Agreement is intended, and nothing will be construed, to create any form of partnership or joint venture relationship between Town and the County, or Hunt and the County; or to allow either to exercise control or direction over the other; notwithstanding that each party is bound by the terms and conditions of this Agreement. Neither party is an officer, agent, or employee of the other party for any purpose.

ARTICLE VII TERMINATION OF GREENWAY PROJECT PRIOR TO COMPLETION

Should the Greenway Project or any Phase thereof become terminated prior to completion, Town shall remain the sole owner of the Greenway Project property, including all land, structures, and equipment. County shall have no further funding obligation and no ownership claim to any part of the Greenway Project unless expressly described in this Agreement.

The County's obligation to fund under this Agreement is specific to the parties and not transferrable to any subsequent owner or interest holder of the property upon which the Greenway Project or any phase of the Greenway Project is being constructed.

ARTICLE VIII NO THIRD-PARTY BENEFICIARIES

Excepts as expressly provided herein, this Agreement is not intended to and shall not be interpreted to inure to the benefit of any third parties.

ARTICLE IX
OFFICIAL CAPACITY

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

ARTICLE X
MODIFICATION

This Agreement may only be modified in writing signed by both Parties; provided that any change in the scope of the Greenway Project resulting in a change in the amount of the payment obligation of the County hereunder shall require approval of the governing boards of each party.

ARTICLE XII
ASSIGNMENT

Except as expressly provided herein, Town shall not assign this Agreement, either in whole or in part, without the prior written approval of the County. County shall not assign any of its duties under this Agreement to any private or public agency, corporation, firm, or individual without the prior written approval of Town.

ARTICLE XIII
MISCELLANEOUS

- A. Notices. All notices or other communications hereunder to Town and the County shall be sufficiently given and shall be deemed to have been received five (5) Business Days after deposit in the United States mail in certified form, postage prepaid, to the County and Town, as the case may be, at the following addresses:

If to the County:	Mr. David Ellis, County Manager Deliver to: 301 South McDowell Street, Fourth Floor Mail to: PO Box 550 Raleigh, North Carolina 27602 Tel: (919) 856-5555 E-mail: David.Ellis@wakegov.com
-------------------	--

If to Town: Mr. Kelly Arnold, Town Manager
PO Box 250
Rolesville, NC 27571
Tel: (919) 556-3506
E-mail: Kelly.Arnold@rolesville.nc.gov

- B. Severability. In the event any provision in this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
- C. Execution. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- D. Applicable Law. This Agreement shall be governed by and be construed in accordance with the laws of the State of North Carolina. Jurisdiction for the resolution of any conflict arising from this Funding Agreement shall lie with the General Court of Justice of the State of North Carolina with venue in Wake County, North Carolina.
- E. Headings. Paragraph or other headings contained in this Agreement are for reference purposes only and are not intended to affect in any way the meaning or interpretation of the Agreement.

IN WITNESS WHEREOF, County has caused this Agreement to be executed in its name by its duly authorized officials and its corporate seal to be impressed hereon, and the Town has caused this Agreement to be executed in its name by its duly authorized officials and its corporate seal to be impressed hereon, as of the Effective Date.

(THIS SPACE LEFT BLANK INTENTIONALLY)

(SIGNATURES PAGES TO FOLLOW)

TOWN OF ROLESVILLE

ATTEST:

Kelly Arnold
Town Manager

Robin Peyton
Town Clerk

SEAL

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

Amy Stevens
Finance Director

Approved as to form:

David L. York
Town Attorney

COUNTY OF WAKE, NORTH CAROLINA

Jessica N. Holmes
Chair, Wake County Board of Commissioners

ATTEST:

Denise Hogan
Clerk to the Board of Commissioners

Approved as to form:

Scott W. Warren
County Attorney

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

Emily Lucas
Finance Director

Frank Cope
Community Services Director

The person responsible for monitoring the contract performance requirements is:

_____ Department Head Initials



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

TO: David Ellis, County Manager

FROM: Michelle Venditto, Budget and Management Services Director

SUBJECT: Revisions to Fiscal Year 2019 County Capital Ordinance, Section 1(A) and 1 (B)

The following chart summarizes all budget revisions to the fiscal year 2019 adopted budget for the Open Space Element of the County Capital 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.*

Element: Open Space Fund: County Capital Projects

REVENUE CATEGORY				
Date	Description of Revision or Adjustment	Type	Amount	New Appropriation Total
July 1, 2018	FY 2019 Adopted Budget	Miscellaneous	\$ 500,000	\$ 500,000
<i>July 23, 2018</i>	<i>Proposed: Appropriate \$360,000 of Open Space Funds to the Town of Rolesville for the County's portion of the design and construction of the Granite Falls Creek Greenway</i>	<i>Open Space Unallocated Funds</i>	<i>\$ 360,000</i>	<i>\$ 860,000</i>
EXPENDITURE CATEGORY				
Date	Description of Revision or Adjustment	CIP Element	Amount	New Appropriation Total
July 1, 2017	FY 2019 Adopted Budget	Open Space	\$ 500,000	\$ 500,000
<i>July 23, 2018</i>	<i>Proposed: Appropriate \$360,000 of Open Space Funds to the Town of Rolesville for the County's portion of the design and construction of the Granite Falls Creek Greenway</i>	<i>Open Space</i>	<i>\$ 360,000</i>	<i>\$ 860,000</i>



Legislation Details (With Text)

File #: 16-1605

Type: Appointment **Status:** Agenda Ready

In control: Board of Commissioners

On agenda: 7/23/2018 **Final action:**

Title: Alcohol Beverage Control Board

Sponsors:

Indexes:

Code sections:

Attachments: [ABC Item Summary 6-18.pdf](#)
[ABC Board Members 6-18.pdf](#)
[ABC BD Applicant Roster 7-18.pdf](#)
[ABC Board Applicants 7-9-18.pdf](#)
[ABC Board Choices 7-18.pdf](#)
[ABC Board Attendance.pdf](#)

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

Alcohol Beverage Control Board
Enter Recommended Action Here



Legislation Details (With Text)

File #: 16-1640

Type: Appointment **Status:** Agenda Ready

In control: Board of Commissioners

On agenda: 7/23/2018 **Final action:**

Title: Juvenile Crime Prevention Council

Sponsors:

Indexes:

Code sections:

Attachments: [Item Summary JCPC.pdf](#)
[JCPC Recommendations July 2018.pdf](#)
[JCPC Member List.pdf](#)
[JCPC Applicant Roster 7-18.pdf](#)
[JCPC Applicants 7-18.pdf](#)
[JCPC Board Choices .pdf](#)

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

Juvenile Crime Prevention Council
Enter Recommended Action Here



Legislation Details (With Text)

File #: 16-1495

Type: Appointment **Status:** Agenda Ready

On agenda: 7/23/2018 **In control:** Board of Commissioners

Title: Library Commission

Sponsors:

Indexes:

Code sections:

Attachments: [Library Commission Item Summary 5-18.pdf](#)
[Library Commission Member List 5-23-18.pdf](#)
[Library Commission App Roster 5-30-18.pdf](#)
[Library Commission Applications 5-30-18.pdf](#)
[Library Commission Board Choices 5-30-18.pdf](#)
[Library Commission Attendance 2017-2018 \(December2017-May2018\).pdf](#)

Date	Ver.	Action By	Action	Result
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Library Commission
Enter Recommended Action Here



Legislation Details (With Text)

File #: 16-1608

Type: Appointment **Status:** Agenda Ready

In control: Board of Commissioners

On agenda: 7/23/2018 **Final action:**

Title: Town of Garner Planning Commission

Sponsors:

Indexes:

Code sections:

Attachments: [Item Summary Town of Garner.pdf](#)
[Town of Garner Planning Commission Member List.pdf](#)
[Town of Garner-Strindberg- Howe Ltr of Recommendation.pdf](#)

Date	Ver.	Action By	Action	Result
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Town of Garner Planning Commission
To advise the Town of Garner on land use matters



Legislation Details (With Text)

File #: 16-1498
Type: Appointment
Status: Agenda Ready
In control: Board of Commissioners
On agenda: 7/23/2018
Final action:
Title: Wake County Water Partnership
Sponsors:
Indexes:
Code sections:
Attachments: [Water Partnership Item Summary 5-23-18.pdf](#)
[Water Partnership Member List.pdf](#)
[Water Partnership Applicants Roster 6-19-18.pdf](#)
[Water Partnership Applicants 6-19-18.pdf](#)
[Water Partnership Bd Choices 6-19-18.pdf](#)
[Water Partnership Attendance 5-24-18.pdf](#)

Date	Ver.	Action By	Action	Result
6/4/2018	1	Board of Commissioners	accepted	

Wake County Water Partnership
Enter Recommended Action Here



Legislation Details (With Text)

File #: 16-1609

Type: Appointment **Status:** Agenda Ready

On agenda: 7/23/2018 **In control:** Board of Commissioners

Title: Upcoming Vacancies **Final action:**

Sponsors:

Indexes:

Code sections:

Attachments: [Upcoming Vacancies for August 2018.pdf](#)

Date	Ver.	Action By	Action	Result
7/23/2018	1	Board of Commissioners	accepted	Pass

Upcoming Vacancies
Enter Recommended Action Here

**Upcoming Vacancies
August 2018**

- 1. Alliance Behavioral Healthcare**
- 2. Durham-Wake Counties Research and Production Service District**
- 3. Industrial Facilities and Pollution Control Financing Authority**
- 4. Town of Zebulon Planning Board**



Legislation Details (With Text)

File #: 16-1630

Type: Committee Report **Status:** Agenda Ready

In control: Board of Commissioners

On agenda: 7/23/2018 **Final action:**

Title: Growth, Land Use and Environment Committee

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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Growth, Land Use and Environment Committee



Legislation Details (With Text)

File #: 16-1648

Type: Other Business **Status:** Agenda Ready

In control: Board of Commissioners

On agenda: 7/23/2018 **Final action:**

Title: Informational Items for the Board of Commissioners

Sponsors:

Indexes:

Code sections:

Attachments: [Informational Item Summary 7-23-18.pdf](#)
[CIP Transfers Report July 2018.pdf](#)
[1. WCG Monthly Pension Spiking Cover Memo.pdf](#)
[PENSION MEMO 6-25-18 5-1-18boe.pdf](#)
[PENSION MEMO 6-25-18 6-5-18boe.pdf](#)
[County May2018 LGERS.CAP.pdf](#)
[County June 2018 LGERS.CAP.pdf](#)
[May 2018 Financials.pdf](#)

Date	Ver.	Action By	Action	Result
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Informational Items for the Board of Commissioners

Item Title: Informational Items for the Board of Commissioners

Specific Action Requested:
None

Item Summary:

The informational items for this agenda are listed below:

Attachments:

1. CIP Transfers Report July 2018
2. Pension Spiking Reports – May and June 2018
3. May 2018 Financial Statements



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

TO: David Ellis, County Manager

FROM: Michelle Venditto, Budget Director

SUBJECT: *Transfers within Elements Per Section 10 of the Fiscal Year 2019 Capital Improvement Fund Project Ordinance*

The following chart summarizes all appropriation and realized revenue transfers between projects within the same element that exceed \$75,000 that have occurred within the County Capital Projects Fund. Per Section 10 of the Fiscal Year 2019 Capital Improvement Fund Project Ordinance, transfers exceeding \$75,000 shall be reported to the Board of Commissioners.

Element: County Buildings			Fund: County Capital Projects				
From:			To:				
Division	Unit	Unit Name	Division	Unit	Unit Name	Amount	Reason for Transfer
Mechanical, Electrical and Plumbing	080B	Mechanical, Electrical and Plumbing - General	Mechanical, Electrical and Plumbing	393B	Rural Center HVAC Replacement	\$ 75,000	Moving from mechanical, electrical, and plumbing (MEP) level funding per MEP plan
Minor CIP Projects	037B	General Bld Renov - Minor-General	Mechanical, Electrical and Plumbing	080B	Mechanical, Electrical and Plumbing - General	\$ 115,000	Correcting administrative error
Minor CIP Projects	037B	General Bld Renov - Minor-General	Minor CIP Projects	410B	RR - Ag Services Finishes Upgrades	\$ 88,875	Moving from minor CIP projects level funding per Minor County Buildings plan
Minor CIP Projects	037B	General Bld Renov - Minor-General	Minor CIP Projects	414B	RR - WCDC PVI Domestic HW Heater Replacement	\$ 310,410	Moving from minor CIP projects level funding per Minor County Buildings plan



County Manager's Office
Inter-Office Correspondence

DATE: June 25, 2018

TO: Wake County Board of Commissioners

FROM: Johnna Rogers
Chief Operating Officer

SUBJECT: Monthly Pension Spiking Reports – May and June

Pursuant to North Carolina General Statute 128-30 (j), enclosed is the Pension Spiking Report for the County. This report is provided monthly by the NC Retirement Systems Division of the State Treasurer and identifies County employees who may require an additional employer contribution - should the employee elect to retire in the following 12 months - due to an increase in salary prior to retirement. This report is reviewed and monitored for potential funding liability.

G.S. 128-30 (j): Pension Spiking Report. – Upon receipt of a report from the Retirement System generated pursuant to G.S. 135-8(f)(2)f., containing a list of employees for whom the employer made a contribution to the North Carolina Local Governmental Employees' Retirement System that is likely to require an additional employer contribution should the employee elect to retire in the following 12 months, the employer's chief financial officer shall transmit a copy of the report to the governing body of the employer, if applicable."



WAKE COUNTY
PUBLIC SCHOOL SYSTEM

Finance

Mark Winters, MBA, Finance Officer

Crossroads 2

110 Corning Road

Cary, NC 27518

tel: (919) 694-0312

fax: (919) 431-7498

MEMORANDUM

Date: June 25, 2018

To: Johnna Rogers
Deputy County Manager

From: Mark Winters
Finance Officer

Re: Pension Spiking Legislation

Please see below for new reporting requirements for local boards of education to boards of county commissioners:

SECTION 4.(a) G.S. 115C-436 is amended by adding a new subsection to read:

"(c) Upon receipt of a report from the North Carolina Teachers' and State Employees' Retirement System, generated pursuant to G.S. 135-8(f)(2)f., containing a list of employees for whom the local board of education made a contribution to the North Carolina Teachers' and State Employees' Retirement System that is likely to require an additional employer contribution should the employee elect to retire in the following 12 months, the school financial officer shall transmit a copy of the report to the local board of education. The school financial officer shall also notify the board of county commissioners of the county in which the local administrative unit is located that the report was received and the number of employees listed in the report."

This memorandum serves as notice that the Wake County Public School System received a report dated March 15, 2018 from the Retirement Division of the State Treasurer of North Carolina with 44 employees included on the list. Funding has been reserved for the potential liability. This information has been shared with the Wake County Board of Education.



WAKE COUNTY
PUBLIC SCHOOL SYSTEM

Finance

Mark Winters, MBA, Finance Officer

Crossroads 2

110 Corning Road

Cary, NC 27518

tel: (919) 694-0312

fax: (919) 431-7498

MEMORANDUM

Date: June 25, 2018

To: Johnna Rogers
Deputy County Manager

From: Mark Winters
Finance Officer

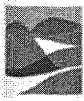
Re: Pension Spiking Legislation

Please see below for new reporting requirements for local boards of education to boards of county commissioners:

SECTION 4.(a) G.S. 115C-436 is amended by adding a new subsection to read:

"(c) Upon receipt of a report from the North Carolina Teachers' and State Employees' Retirement System, generated pursuant to G.S. 135-8(f)(2)f., containing a list of employees for whom the local board of education made a contribution to the North Carolina Teachers' and State Employees' Retirement System that is likely to require an additional employer contribution should the employee elect to retire in the following 12 months, the school financial officer shall transmit a copy of the report to the local board of education. The school financial officer shall also notify the board of county commissioners of the county in which the local administrative unit is located that the report was received and the number of employees listed in the report."

This memorandum serves as notice that the Wake County Public School System received a report dated April 19, 2018 from the Retirement Division of the State Treasurer of North Carolina with 44 employees included on the list. Funding has been reserved for the potential liability. This information has been shared with the Wake County Board of Education.



North Carolina
Total Retirement Plans

Wake County
Human Resources

MAY 25 2018

STATE TREASURER OF NORTH CAROLINA

DALE R. FOLWELL, CPA

Dale R. Folwell, CPA



RETIREMENT SYSTEMS DIVISION

RECEIVED

STEVEN C. TOOLE
EXECUTIVE DIRECTOR

5/17/2018

99201 - WAKE COUNTY
ATTN: CHIEF FINANCIAL OFFICER OR BUDGET ADMINISTRATOR
PO BOX 550
RALEIGH, NC 27602

Dear 99201 - WAKE COUNTY:

During the 2014 General Assembly session, contribution-based benefit cap legislation was enacted effective January 1, 2015. The purpose of this legislation is to control the practice of "pension spiking," in which a member's compensation significantly increases late in his or her career, thereby creating unusually high unforeseen liabilities to the Retirement System to pay a monthly retirement benefit that is significantly greater than the member and employer contributions would fund. Prior to January 1, 2015, these liabilities were shared and consequently absorbed by all agencies participating in the Retirement System. This legislation applies to members who retire on and after January 1, 2015, with an average final compensation of \$100,000 or higher (adjusted annually for inflation), and will only directly impact a small number of those individuals. It requires the member's last employer to pay the additional contribution required to fund the member's benefit in excess of the cap. [G.S. 135-5(a3); 135-4(jj); 128-27(a3); and 128-26(y)]

In order to assist employing agencies with planning and budgeting to comply with the contribution-based benefit cap provisions, we are required to report monthly to each employer a list of those members for whom the employer made a contribution to the Retirement System in the preceding month that are most likely to require an additional employer contribution should they elect to retire in the following 12 months. This letter and the attached report serve as our required monthly notification to your agency under this provision. [G.S. 135-8(f)(2)(f) and G.S.128-30(g)(2)(b)]

The chief financial officer of your agency is required to provide a copy of the attached report to the chief executive of your agency, as well as to the governing body, including any board which exercises financial oversight. Additionally, the chief financial officer of a public school system is required to provide a copy of the report to the local board of education and notify the board of county commissioners of the county in which the local administrative unit is located that the report was received and how many employees were listed in the report. [G.S. 115C-436(c); 135-8(j); and 128-30(j)]

The attached report lists employees of your agency who may be eligible to retire in the next 13 months, and whose salary is \$90,000 or greater based on information in the employee's most recent annual benefits statement. Your agency may be required to submit an additional amount to the Retirement Systems in the form of a lump-sum payment, due after the employee retires, to cover these unforeseen liabilities should the employee elect to retire in the next 12 months.

This list is not exhaustive, and members included on this list may or may not exceed the contribution-based benefit cap upon retirement, depending on a number of factors such as the member's average final compensation, the member's age at retirement, and membership service. This is merely a notification of a potential cost that your agency may be required to pay in the future.

Your agency can utilize the statutory formula to help determine the likelihood that the retirement allowance of a member listed on the attached report might exceed the contribution-based benefit cap (CBBC). The current CBBC Factor for TSERS is 4.5 and LGERS is 4.7. The current multiplier for TSERS is 0.0182 and LGERS is 0.0185. The listing of current annuity factors can be found at <https://www.nctreasurer.com/Retirement-and-Savings/For-Government-Employers/Pages/default.aspx>. You can access the member's accumulated contribution balance and service history through ORBIT Self-Service (Reporting – View Member Info – View Account History). The total contribution balance does not include the interest (currently 4%) for the current year. The CBBC formula is as follows:

Benefit Formula = AFC X Multiplier X Service

CBBC Formula = Contributions / Annuity Factor X CBBC Factor

If Benefit is greater than CBBC, the difference is multiplied by the Annuity Factor

You can contact the Retirement System for assistance in calculating the likelihood of a potential CBBC liability for a particular member. Additional information and video training regarding the contribution-based benefit cap is available on our website at www.myncretirement.com.

If you have any questions or concerns, please contact Shannon Wharry at (919) 814-4187 by phone or at shannon.wharry@nctreasurer.com by email.

Sincerely,

Ron Chisolm Jr.

Ron Chisolm Jr.
Chief of Retirement Processing
Retirement Systems Division

623_PENSPK



North Carolina Total Retirement Plans

North Carolina Department of State Treasurer
Retirement Systems Division
3200 Atlantic Ave, Raleigh, NC 27604
1-877-NCSECURE (1-877-627-3287) toll-free • Fax (919) 855-5800
www.myncretirement.com

DALE R. FOLWELL, CPA
STATE TREASURER OF NORTH CAROLINA
DALE R. FOLWELL, CPA



CONTRIBUTION-BASED BENEFIT CAP REPORT

Agency	Member ID	Name
99201-WAKE COUNTY	994694	GOODWIN, DAVID L
	373657	MALONEY, TIMOTHY W
	1105463	WATTS, CLAUDIUS O
	386530	BRAUNBACH, KELLIA
	752760	COPE, FRANK R
	465387	YEAGER, DAVID R
	709982	POOLE, TALMADGE D
	1083588	RICHARDSON, PAULA J
	443838	PETTEWAY, REGINA Y
	1070006	MANNING, CLARECE
	1147894	FREEMAN, TYRONE
	1425961	HOPKINS, SHEILA C
	854895	BUTLER JR, GENE D
	709883	WARREN, SCOTT W
	602101	TAYLOR, DAVID K

* PLEASE FORWARD TO YOUR CHIEF FINANCIAL OFFICER OR BUDGET ADMINISTRATOR

99201-WAKE COUNTY	1236220	DEAN, MICHAEL T
	787364	PIERCE, ANDRE C
	569039	SNOW, CHRISTOPHER M
	559119	NICHOLSON, GWENDOLYN R
	434237	BURRUS, CRAIG C
	1241050	BYRD JR, JAMES E
	1508078	SUPERVILLE, JEMMA
	760191	WATSON, MAE A
	451563	SAMPSON, RICHARD B
	406172	MAIORANO, ANNEMARIE

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North Carolina
Total Retirement Plans

Wake County
Human Resources

STATE TREASURER OF NORTH CAROLINA

DALE R. FOLWELL, CPA

Dale R. Folwell, CPA



RETIREMENT SYSTEMS DIVISION

JUN 21 2018

STEVEN C. TOOLE
EXECUTIVE DIRECTOR

6/14/2018

RECEIVED

99201 - WAKE COUNTY

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PO BOX 550

RALEIGH, NC 27602

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Paul R. Folwell, CPA
STATE TREASURER OF NORTH CAROLINA
DALE R. FOLWELL, CPA



CONTRIBUTION-BASED BENEFIT CAP REPORT

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	443838	PETTEWAY, REGINA Y
	1070006	MANNING, CLARECE
	1147894	FREEMAN, TYRONE
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99201-WAKE COUNTY

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Finance Department

TEL 919 856 6120
FAX 919 856 6880

301 S. McDowell Street • PO Box 550 • Raleigh, NC 27602-0550
www.wakegov.com

Memorandum

To: Board of County Commissioners
From: Emily Lucas, Interim Finance Director
Date: July 3, 2018
Re: Interim Financial Statements

Attached to this memorandum are the interim financial statements for May 2018. These interim statements are published by Wake County Finance Department on a monthly basis, except for the months of June and July. Because of the year-end close, interim financial statements are usually not prepared for those months. After the Finance Department closes the month, the interim financial statements are prepared over the next two weeks. The Board of Commissioners, the County Manager, the Deputy County Managers, and other key management personnel generally receive interim financial statements for the preceding month.

The financial information included with this memorandum is on the cash basis, they are “Non-GAAP” statements that are prepared directly from the County’s accounting system. No monthly adjustments or accruals are included on these interim statements; those types of adjusting entries are posted at the end of the fiscal year. Year-to-date financial information is included for the County’s General Fund, along with operating revenues for the Solid Waste Operating Fund, the South Wake Partnership Fund, the Fire Tax Operating Fund, and the Major Facilities Fund. In addition, monthly yield information concerning the County’s investment portfolio and the status of bond proceeds on hand at month-end is included.

Please let us know if you have any questions or comments about these statements. If you would like additional information, please contact me at 856-5447.

cc: Statement recipients

WAKE COUNTY

Monthly Financial Dashboard

FISCAL YEAR ENDING June 30, 2018

Reporting Period: May 2018

OPERATING CASH AND INVESTMENTS

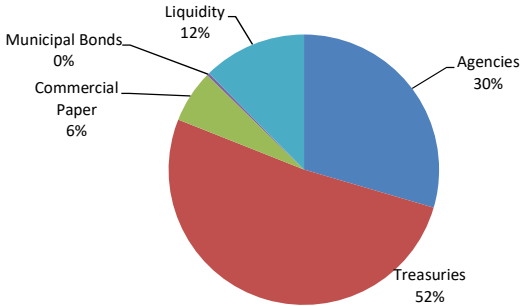
TOTAL INVESTMENTS

This Quarter	\$ 747,293,278
Last Quarter	949,252,494
One Year Ago	712,027,339

WEIGHTED AVERAGE YIELD

Portfolio (Operating)	1.57%
1 year ago	0.85%

Investment Summary - Current Holdings



GENERAL FUND REVENUE COLLECTIONS

	Current Year	Prior Year	Difference
PROPERTY TAX			
Budget	\$ 884,794,500	\$ 840,531,000	\$ 44,263,500
Actual Year to Date	875,341,603	834,070,273	41,271,330
Percent Realized	98.9%	99.2%	-0.3%
SALES TAX			
Budget	\$ 191,866,000	\$ 176,040,000	\$ 15,826,000
Actual Year to Date	124,181,466	118,661,322	5,520,144
Percent Realized	64.7%	67.4%	-2.7%
OTHER TAXES			
Budget	\$ 15,372,003	\$ 19,901,129	\$ (4,529,126)
Actual Year to Date	17,541,584	15,831,802	1,709,782
Percent Realized	114.1%	79.6%	34.6%
INTERGOVERNMENTAL REVENUES			
Budget	\$ 68,372,065	\$ 96,946,678	\$ (28,574,613)
Actual Year to Date	61,396,500	80,836,341	(19,439,841) ^
Percent Realized	89.8%	83.4%	6.4%
CHARGES FOR SERVICES			
Budget	\$ 63,728,512	\$ 60,464,349	\$ 3,264,163
Actual Year to Date	55,125,437	57,118,432	(1,992,995)
Percent Realized	86.5%	94.5%	-8.0%
OTHER REVENUES (Including appropriated fund balance)			
Budget	\$ 15,469,218	\$ 17,378,523	\$ (1,909,305)
Actual Year to Date	9,488,936	7,807,852	1,681,084
Percent Realized	61.3%	44.9%	16.4%
TOTAL REVENUES			
Budget	\$ 1,239,602,298	\$ 1,211,261,679	\$ 28,340,619
Actual Year to Date	1,143,075,526	1,114,326,022	28,749,504
Percent Realized	92.2%	92.0%	0.2%

DEBT INFORMATION

Unexpended Bond Proceeds:

	Issued	Expended to Date	Project Balance
Open Space - 2013B	\$ 21,000,000	\$ 17,843,725	\$ 3,156,275
Libraries - 2014	11,000,000	10,241,333	758,667
Libraries - 2017	33,700,000	1,915,913	31,784,087
Total	\$ 65,700,000	\$ 30,000,971	\$ 35,699,029

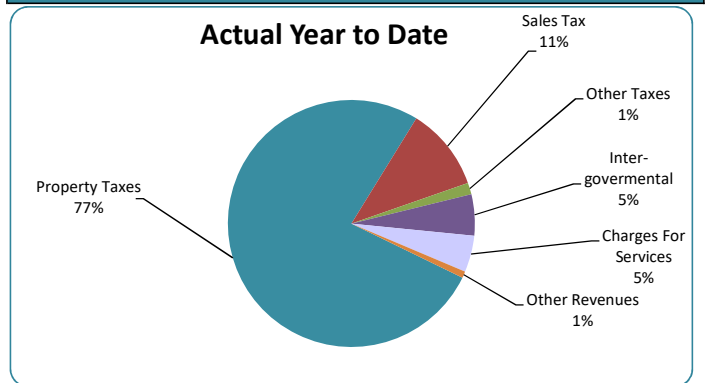
Bond Anticipation Notes Outstanding:

	Authorized	Issued to Date	Remaining Balance
Schools - 2016	\$ 344,344,000	\$ 313,280,574	\$ 31,063,426
Wake Tech - 2016	37,750,000	24,757,781	12,992,219
Schools - 2017	95,416,000	349,175	95,066,825
Schools - Installment	350,013,000	98,458,658	251,554,342
Wake Tech - Installment	39,653,000	3,113,783	36,539,217
Total BANs	\$ 867,176,000	\$ 439,959,971	\$ 427,216,029

OTHER OPERATING FUND REVENUES

	Current Year	Prior Year	Difference
Fire Tax District			
Budget	\$ 26,496,000	\$ 25,446,776	\$ 1,049,224
Actual Year to Date	25,899,648	25,446,699	452,949
Percent Realized	97.7%	100.0%	-2.3%
Major Facilities			
Budget	\$ 56,322,000	\$ 52,614,000	\$ 3,708,000
Actual Year to Date	45,710,004	43,481,621	2,228,382
Percent Realized	81.2%	82.6%	-1.5%
Solid Waste Operating			
Budget	\$ 15,008,084	\$ 14,972,035	\$ 36,049
Actual Year to Date	13,396,562	12,677,863	718,700
Percent Realized	89.3%	84.7%	4.6%
South Wake Landfill Partnership			
Budget	\$ 17,500,000	\$ 16,200,000	\$ 1,300,000
Actual Year to Date	14,007,534	13,372,869	634,665
Percent Realized	80.0%	82.5%	-2.5%

GENERAL FUND REVENUES BY TYPE



^ Beginning in 2018 the County no longer passes through child care subsidy payments from the State of NC. This reduces intergovernmental revenues and related Human Services expenditures.

WAKE COUNTY

Monthly Financial Dashboard

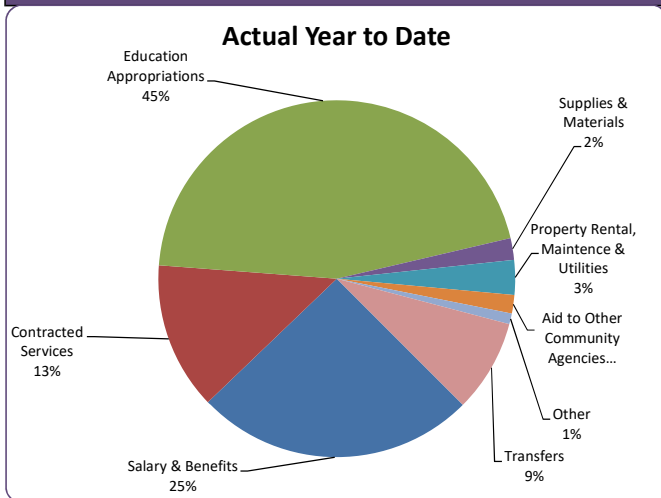
FISCAL YEAR ENDING June 30, 2018

Reporting Period: May 2018

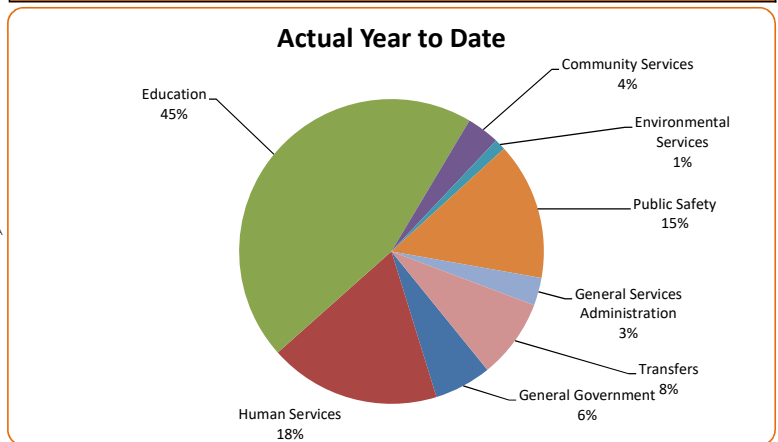
GENERAL FUND EXPENDITURES AND ENCUMBRANCES BY TYPE

	Current Year	Prior Year	Difference
SALARIES & BENEFITS			
Budget	\$ 257,047,638	\$ 241,267,044	\$ 15,780,594
Actual Year to Date	232,906,750	215,426,803	17,479,947
Percent of Budget	90.6%	89.3%	1.3%
CONTRACTED SERVICES			
Budget	\$ 133,552,532	\$ 153,523,675	\$ (19,971,143)
Actual Year to Date	122,784,635	145,660,730	(22,876,095)
Percent of Budget	91.9%	94.9%	-2.9%
EDUCATION APPROPRIATIONS			
Budget	\$ 452,197,000	\$ 429,711,000	\$ 22,486,000
Actual Year to Date	414,513,917	393,901,750	20,612,167
Percent of Budget	91.7%	91.7%	0.0%
SUPPLIES & MATERIALS			
Budget	\$ 19,643,295	\$ 20,980,765	\$ (1,337,470)
Actual Year to Date	18,077,450	18,819,243	(741,793)
Percent of Budget	92.0%	89.7%	2.3%
PROPERTY RENTAL, MAINTENANCE & UTILITIES			
Budget	\$ 33,153,959	\$ 30,765,319	\$ 2,388,640
Actual Year to Date	28,885,167	28,077,285	807,882
Percent of Budget	87.1%	91.3%	-4.1%
AID TO OTHER COMMUNITY AGENCIES			
Budget	\$ 15,566,488	\$ 13,874,658	\$ 1,691,830
Actual Year to Date	15,565,509	13,879,669	1,685,840
Percent of Budget	100.0%	100.0%	0.0%
OTHER EXPENDITURES			
Budget	\$ 13,124,318	\$ 11,547,955	\$ 1,576,363
Actual Year to Date	8,683,097	9,472,987	(789,890)
Percent of Budget	66.2%	82.0%	-15.9%
TRANSFERS TO OTHER FUNDS			
Budget	\$ 315,317,068	\$ 309,591,263	\$ 5,725,805
Actual Year to Date	77,319,068	56,952,263	20,366,805
Percent of Budget	24.5%	18.4%	6.1%
TOTAL			
Budget	\$ 1,239,602,298	\$ 1,211,261,679	\$ 28,340,619
Actual Year to Date	918,735,593	882,190,730	36,544,863
Percent of Budget	74.1%	72.8%	1.3%

GENERAL FUND EXPENDITURES AND ENCUMBRANCES BY TYPE



GENERAL FUND EXPENDITURES AND ENCUMBRANCES BY FUNCTION



GENERAL FUND EXPENDITURES AND ENCUMBRANCES BY DEPARTMENT

	Budget	Actual	Current %	Prior %
General Government:				
Board of Commissioners	\$ 625,783	\$ 548,119	88%	82%
County Manager	1,519,204	1,241,928	82%	91%
Communications Office	996,395	880,592	88%	0%
County Attorney	2,787,273	2,603,576	93%	93%
Board of Elections	5,948,580	4,724,106	79%	90%
Budget	1,104,231	852,773	77%	86%
FD&C	1,588,144	1,439,489	91%	90%
Finance	2,893,918	2,450,317	85%	92%
Human Resources	2,743,933	2,458,473	90%	95%
Information Services	16,705,810	14,403,297	86%	88%
Register of Deeds	3,759,594	2,707,940	72%	84%
Revenue	9,050,519	7,128,905	79%	85%
Quasi-Governmental	811,907	739,488	91%	0%
Non-Departmental	17,004,799	13,599,754	80%	98%
Total General Government	67,540,090	55,778,757	83%	91%
Human Services:				
Human Services	155,014,827	140,000,448	90%	91%
Behavioral Health-MCO	27,434,268	27,084,831	99%	0%
Total Human Services	182,449,095	167,085,279	92%	91%
Education:				
Wake County Schools	430,911,000	395,001,750	92%	92%
Wake Technical College	21,286,000	19,512,167	92%	92%
Total Education	452,197,000	414,513,917	92%	92%
Community Services	36,101,222	32,065,636	89%	91%
Environmental Services	12,493,135	11,000,129	88%	86%
Public Safety:				
CCBI	6,337,410	5,571,762	88%	91%
Sheriff	90,820,118	85,128,894	94%	91%
Fire Services	2,841,834	2,658,985	94%	103%
EMS	43,057,431	38,678,595	90%	93%
Emergency Management	-	-	0%	89%
Public Safety Communications	1,671,511	1,636,437	98%	89%
Total Public Safety	144,728,304	133,674,673	92%	92%
General Services				
Administration	28,776,384	27,298,134	95%	95%
Transfers to Other Funds	315,317,068	77,319,068	25%	18%
Total	\$ 1,239,602,298	\$ 918,735,593	74%	73%

¹ The Communications division was broken out of the County Manager's department into its own department for FY2018.

² Certain units within the Non-Departmental department were broken out into the Quasi-Governmental department for FY2018.

³ The Behavioral Health - MCO division was broken out of the Human Services's department into its own department for FY2018.

⁴ Emergency Management consolidated into the Fire Services department for FY2018.

⁵ Board of Elections expenditures are lower in FY2018 due to the present election in November 2016.

⁶ Other expenditures are lower in FY2018 due to a decrease of Risk Management claims paid out.