



Wake County

301 South McDowell Street
Raleigh, NC

Meeting Minutes Board of Commissioners

Tuesday, January 22, 2019

2:00 PM

Wake County Justice Center

Meeting Called to Order: Chair Jessica Holmes

Present: 7 - Commissioner Jessica Holmes, Commissioner Sig Hutchinson, Commissioner Matt Calabria, Commissioner Greg Ford, Commissioner James West, Commissioner Susan Evans, and Commissioner Vickie Adamson

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

Pledge of Allegiance

Invocation: Chair Jessica Holmes

Items of Business

1. [Approval of Agenda](#)

Vice-Chair Ford moved, seconded by Commissioner Evans, to approve the agenda. The motion passed unanimously.

2. [Retiree Recognition](#)

Attachments: [Item Summary 1.22.2019.docx](#)
[Richard Sampson Bio.docx](#)
[Alisha Battle Bio.docx](#)
[Candis Alston Bio.docx](#)
[Charlene Mitchener Bio.docx](#)
[Suzanne Stephenson Bio.docx](#)

Mr. David Ellis, County Manager, recognized retirees for their service to Wake County. He recognized the following individuals for their service to Wake County.

Ms. Candis Alston -29 years of service, Sheriff's Office
Ms. Alisha Battle, 29 years of service, Human Services Department
Mr. Richard Sampson, 32 years of service, Sheriff's Office
Ms. Suzanne Stephenson, 25 years of service, Human Services

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

3. [Recognition of Recent Awards](#)

Attachments: [Awards Item Updated.docx](#)

North Carolina Public Library Director's Association Best Service Innovation for 2018

Mr. Ellis said Wake County Public Libraries' Thompson Fellowship program was recently recognized by the North Carolina Public Library Directors' Association as the state's Best Service Innovation for 2018.

He said the Thompson Fellowship is a unique work/study opportunity that empowers teens to deliver early literacy enrichment activities in support of Wake County's summer food initiative at Historic Oak View County Park.

He said the eight-week paid work/study program is funded by the county and open to rising 11th and 12th graders who have successfully completed service with the Libraries' Teen Leadership Corps.

Mr. Ellis said the teens selected for the Thompson Fellowship spent their summer break working with Summer Food Service Program participants at Oak View, which served as a summer food host site.

He said the Thompson Fellows engaged the kids each day with fun literacy and recreational activities to help prevent the "summer slide", which often occurs when students slip out of practice or forget some of what they learned during the previous school year.

In addition to their work with the kids at Oak View, the teens also meet weekly with community partners and library staff to further promote their personal and professional development.

He said the Thompson Fellowship program is named for Pearl Thompson, a teacher and champion of literacy with a lifelong commitment to children, reading

and education, including the public library.

He said as a freshman at Shaw University in 1942, in the era of Jim Crow, Mrs. Thompson was denied a Wake County Library card. In order to view the book she needed to complete an assignment, she was directed to sit in the library basement, where a staff member brought her the book and Mrs. Thompson sat and read it. Seventy three years later, Wake County Public Libraries reached out to Mrs. Thompson to make amends and issued her a library card at the Cameron Village Library.

He said this award-winning Fellowship was developed in her name to honor her memory in a way that is meaningful and positive, while impacting the communities for which she advocated. In her words, "Out of darkness is going to come light and you've got to believe that."

As the state's Best Service Innovation, the Thompson Fellowship program is indeed about finding light in darkness. The program is a shining example of collaboration and partnership that ultimately fed the bodies and minds of some of Wake County's most vulnerable residents.

Mr. Ellis recognized Mr. Mike Wasilik, Wake County Library Director; Ms. Ann Burlingame, Assistant Library Director; Ms. Sarah Lyon, Librarian II; Ms. Elena Owens, Librarian II; Ms. Crystal Mitchener, Librarian II; Mr. Gordon Jochem, Librarian I; Ms. Astrid Huber, Librarian II; Ms. Rita Bhattacharya, Librarian II; and Ms. Emily Catherman, Park Manager.

4. [Moment of Silence for Jackie Johns, Garner Town Council Member](#)

Chair Holmes asked Mayor Ronnie Williams, Garner Town Council Members, and family members to come forward in honor of Mr. Jackie Johns, deceased Garner Town Council Member.

Commissioner West acknowledged Mr. Johns as a leader that will be missed. He said that the board offered prayers and condolences for the members of the Garner Town Council. He shared a quote from Dr. Martin Luther King, Jr. said "Life's most persistent and urgent question is what are you doing for others." He said that Mr. Johns consistently made a difference in the lives of others. He shared the accomplishments of Mr. Johns in serving the public as an elected official for 36 years. He said that he served as a Town Alderman and Town Council member. He was the first and only African American on the Town Council in the history of the Town of Garner. He said the population grew from 5,000-\$25,000 during his tenure. He said Mr. Johns led the town through the establishment of White Deer Park, the construction of a new Town Hall, and police station.

He said Mr. Johns was proud of the purchase of the Lake Benson Park. He said that he served the Lord and had a common bond and attended Springfield Baptist Church serving as a deacon, Sunday School Superintendent, and Trustee. He said that he hosted an annual luncheon for his late spouse and son for elected officials. He said that it will be difficult to replace him.

He asked everyone to remember Mr. Johns and asked everyone to join him for a moment of silence.

Mayor Ronnie Williams, Town of Garner, said Mr. Johns was a servant of the people and a generous servant of the community.

Mr. Rodney Dickerson, Garner Town Manager, said that Mr. Johns was an advocate of the town employees, walked every day, and enjoyed interaction with the employees

Councilman Ken Marshburn, Town of Garner congratulated the board for their service. He said that Mr. Johns was a dedicated servant and will be greatly missed.

Commissioner West said that when Mr. John passed away, everyone benefited from the fruits of his labor.

Mr. John's son said that Mr. John's position will be hard to follow. He shared that his father kept up with information about others. He spoke about his personal experiences with his father.

Consent Agenda

Commissioner Evans moved, seconded by Vice-Chair Ford, to approve the consent agenda. The motion passed unanimously.

5. [Interlocal Agreement between the Town of Garner and Wake County regarding Administration of Garner's Erosion and Sedimentation Control Ordinance](#)

Attachments: [BOC Item Summary. ILA. Garner Erosion Control Services.01.03.19.docx](#)
[Garner.ILA. Erosion Control Services.pdf](#)

Commissioner Evans moved, seconded by Vice-Chair Ford, that the Board of Commissioners authorize the County Manager to execute an Interlocal Agreement between the Town of Garner and Wake County regarding the County's continued administration of Garner's Erosion and Sedimentation Control Ordinance. The motion passed unanimously.

6. [Interlocal Agreement between the Town of Knightdale and Wake County regarding Administration of Knightdale's Erosion and Sedimentation Control Ordinance](#)

Attachments: [BOC Item Summary. ILA. Knightdale.01.03.19.docx](#)
 [ILA. Knightdale. Erosion Control Services.pdf](#)

Commissioner Evans moved, seconded by Vice-Chair Ford, that the Board of Commissioners authorize the County Manager to execute an Interlocal Agreement between the Town of Knightdale and Wake County regarding the County's continued administration of Knightdale's Erosion and Sedimentation Control Ordinance. The motion passed unanimously.

7. [Regional Analysis of Impediments to Fair Housing Choice Study](#)

Attachments: [Item Summary](#)
 [Memorandum of Agreement for a Raleigh-Cary-Wake County Regional Analysis of Impediments to Fair Housing Choice.docx](#)
 [Wake County AI Final 12.22.15.pdf](#)

Commissioner Evans moved, seconded by Vice-Chair Ford, that the Board of Commissioners authorize the County Manager to sign the attached Memorandum of Agreement for participation in a Regional Analysis of Impediments to Fair Housing Choice study. The motion passed unanimously.

8. [Partial Loan Payoff to Wake County and Partial Release of Interest held in Real Property located at 1105 Tingen Road, Apex](#)

Attachments: [Item Summary](#)
 [Correspondence from the Estate of James M. Hooker.pdf](#)

Commissioner Evans moved, seconded by Vice-Chair Ford, that the Board of Commissioners:

- 1. Accept funds from the sale of James M. Hooker's (now deceased) ½ undivided interest in real property located at 1105 Tingen Road for the partial payoff (50%) of the Wake County Rehabilitation Loan encumbering said property; and**
- 2. Authorize the Board Chair to execute a partial release as to the ½ undivided interest held by the James M. Hooker heirs in the subject property upon receipt of funds totaling 50% of the loan payoff (calculated and to be paid as of the date of closing), subject to terms and conditions acceptable to the County Attorney. The motion passed**

unanimously.

9. [Accept and Appropriate \\$6,000 of Grant Funds from the Association of Food and Drug Officials](#)

Attachments: [BOC agenda item EHS AFDO 2019.docx](#)
 [Award Letter for Risk Factor Study.pdf](#)
 [Award Letter for Training.pdf](#)
 [Budget Memo - FY 2019 Grants and Donations Fund.xlsx](#)

Commissioner Evans moved, seconded by Vice-Chair Ford, that the Board of Commissioners accept grant funds from the Association of Food and Drug Officials (AFDO) and appropriate \$6,000 to the County's Grant Fund. The motion passed unanimously.

10. [Resolution to Modify the Alert Fire Insurance District Map Boundaries](#)

Attachments: [Jan 22 Alert Fire dist item.docx](#)
 [FIREINS Alert ISO Oct2018a.pdf](#)
 [FIREINS Alert ISO Sept2017a.pdf](#)
 [RE \[External\] FW Alert ISO Map.pdf](#)

Commissioner Evans moved, seconded by Vice-Chair Ford, that the Board of Commissioners adopt a resolution modifying the Alert Fire Insurance District. The motion passed unanimously.

Regular Agenda

11. [Public Hearing to Consider Text Amendment OA-02-18 to the Wake County Unified Development Ordinance regarding use of Native Plants in Required Landscaping](#)

Attachments: [Item Summary](#)
 [OA-02-18 Presentation 01-22-19.pdf](#)
 [Staff Report](#)
 [Statement of Consistency Resolution](#)
 [Ordinance Amendment Resolution](#)

Ms. Terry Nolan, Planner III, shared the ordinance amendment purpose.

- To update and edit Wake County Unified Development Ordinance pertaining to landscaping requirements. This amendment:
 - Supports county sustainability efforts
 - Fulfills direction from Board of Commissioners to increase use of native plants
 - Updates references to non-native invasive species

She shared the past action.

- Idea first introduced by Open Space And Parks Advisory Committee (OSAPAC)
- Studied by Growth, Land Use, & Environment (GLUE) Committee
- Supported by Board of County Commissioners at Work Session
- Board of Commissioners passed a supportive resolution October 15, 2018

She shared information about article 16 that applies to sections of the UDO

- Off-Street Parking Areas
- Bufferyards
- Fences, Walls, and Berms
- Trash Storage Areas
- Permanent, Freestanding Signs

She shared the staff findings.

- Support the Board of Commissioners' goal to promote sustainability efforts throughout the county.
- Fulfills the direction provided by the Board of Commissioners, as stated in their October 15, 2018 resolution supporting increased use of native plants.
- Replace references to non-native invasive species with resources that are regularly updated.

Chair Holmes opened the public hearing.

No one came forward.

Chair Holmes closed the public hearing.

Ms. Nolan said the Wake County Planning Board recommended this item unanimously.

Commissioner Hutchinson said Mr. Tom Earnhardt, Exploring North Carolina, had shared this with him. He commented on Mr. Earnhardt's accolades. He said this an opportunity to celebrate the diversity.

Commissioner Hutchinson moved, seconded by Vice-Chair Ford, that the Board of Commissioners:

1. Find that Text Amendment OA-02-18 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 adopt the attached resolution;

and by a separate motion;

2. Adopt the attached resolution to approve the proposed amendment to the Wake County Unified Development Ordinance as presented in Text Amendment OA-02-18. The motion passed unanimously.

Public Comments

Mr. Kenneth Boone, 1102 Green Knob Court, Fuquay-Varina, NC, said that he serves on the HOA Board of the Crooked Creek Community. He shared information about the information on social media. He said that he was in China on a business trip when the decision about the park land was made on January 7, 2019 without public debate in advance.

Ms. Nancy Ferrell-Unwin, 4405 Linaria Lane, Fuquay-Varina, shared the minutes from a Board of Commissioners' Work Session Minutes. She shared information about allocation of funds. She said the facility and the master planning account, debt services, and savings are the three types of funds.

Mr. Thomas Huegerich, 5400 Brushy Meadows Drive, Fuquay-Varina, NC, said the sale of the property for surplus is a wound that will grow bigger and create a scar that will not go away. He said the bidding process of the land will be a vigorous. He said the question before the citizens is "do they trust local government." He said that social media and the news prints are negative and create a red flag for those that are considering to move to Wake County. He asked for the board to re-consider the proposal.

Ms. Sheree Ward, 4604 Spring-Crest Court, Fuquay-Varina, NC, shared the timeline of events from the purchase of the Crooked Creek property and the sale of the land as surplus property.

Ms. Beth Greene, 5424 Willow Bridge Lane, Fuquay-Varina, NC, yielded her speaking time to Ms. Sandell

Ms. Linda Sandell, 5413 Willow Bridge Lane, Fuquay-Varina, NC, spoke of the public trust about the Crooked Creek Park Land sold as surplus. She said if the sale moves forward then citizens will not be allowed to use a much needed park. She said that commissioners ignored the public's

request. She shared various reasons of why the public's trust has been betrayed by four commissioners.

Ms. Stacey Larson, 114 Gables Gate Court, Apex, NC, commended Commissioner Evans for stating that she did not have enough information to make a decision about the Crooked Creek Park Land. She spoke about the vote and asked whether the vote can be taken again. She quoted Martin Luther King, Jr. about having a dream.

Ms. Kathy Mason, 4620 Gomar Lane, Fuquay-Varina, NC, said that the community had a vision for the South Wake Park. She quoted from a 14 page rebuttal from a commissioner. She said there is a lack of planning from imagination and wisdom. She said the new elementary school can be used for environmental education. She asked the board to follow the lead of the late Mr. Jackie Johns, Town of Garner.

Ms. Shelley Peele, 7528 Trey Stone, Fuquay-Varina, NC, said that the 14 page rebuttal did not explain the reasons for the sale of the land as surplus. She asked the board about planned land to be used for a park. She questioned fiscally responsible government. She asked the board to keep their park promise.

Ms. Monica Nawayczyk, 5700 Creekfall Lane, Fuquay-Varina, NC, yielded her comments to Ms. Patty Goodwin, 2627 Brighton Bluff Drive, Fuquay-Varina, NC. Ms. Goodwin spoke of a park poll that was taken in Fuquay-Varina, NC and surrounding areas. She said the Master Plan only covers existing parks. She noted that the \$2 Million earmarked for social workers, counselors is being changed at today's meeting. She said that she needed information on this item.

Mr. Edward Miller, 4420 Baldpate Court, Raleigh, NC, spoke about the orphan roads in Wake County. He spoke of moving here to Wake County and the circumstances around 75 percent of persons that were needed.

Ms. Kelly Araneda, 4124 Ridgebrook Bluff Drive, Raleigh, NC, said her family needs a park. She said that her family of four enjoys to walk. She said that home schooling provides connectivity for her children. She said that part of their childhood is missing.

Mr. John Adcock, 7429 Rouse Road, Holly Springs, NC, shared the process of the board in the past for the park. He said that the process to revote was 19 days. He said that good governance was not followed. He said the proposed South East Wake Park is now a priority after 15 years. He said there is 168 acres of land that is committed for recreation and asked the board to do the right thing by voting again on this decision. He quoted Thomas Jefferson.

12. [Public Hearing on ZP-898-18 to Modify a Condition from a Previously Approved Conditional Use Rezoning Case in 2000](#)

Attachments: [ZP-898-18 BOC Item Summary.docx](#)
 [ZP-898-18 Presentation 01-22-19.pdf](#)
 [ZP-898-18 BOC SR.docx](#)
 [ZP-898-18 Ordinance for Consistency Reasonableness Public Interest.doc](#)
 [ZP-898-18 Ordinance for Approval of Rezoning Petition.doc](#)
 [ZP-898-18 Petition Materials.pdf](#)
 [Maps.pdf](#)
 [Planning Board Minutes Excerpt.docx](#)

Mr. Keith Landford, Planner III, said that the rezoning request remains unchanged. He said the modification of a previously approved rezoning condition that limited impervious surface coverage to 30 percent of the lot area by allowing it to be increased to fifty percent of the lot area.

Mr. Lankford shared the purpose of the rezoning request.

1. To **modify a condition from a previously approved (2000) conditional use rezoning case** to increase the impervious surface coverage on the subject property from 30% to 50% in order to resolve existing zoning violations and to allow for a possible future expansion of use within a vacant portion of the existing building.
2. A site plan review will be required to ensure compliance with all applicable regulations such as stormwater management.

He shared an aerial map and zoning map of the area.

He shared the background of the request.

- The site was approved for Conditional Use-General Business rezoning in 2000 with a condition that limited impervious surface coverage to 30 percent.
- The site is over the allowed impervious surface coverage due to:
 - ❖ An error on the original site plan.
 - ❖ The addition of a freestanding ATM.
 - ❖ The lack of the two required ATM parking spaces.
 - ❖ The placement of almost 1,500 square feet of gravel to accommodate overflow parking of large trucks because they were causing erosion damage.

He shared the land use plan information.

- General zoning was first applied to the southeastern portion of Wake County in 1970.
- East Raleigh-Knightdale ALUP was adopted, designating the surrounding area as an Neighborhood Activity Center (NAC) in 2003.
- Located within Raleigh's SRUSA and a NAC, which allows for a variety of small-scale nonresidential uses (specifically lists convenience stores, gas sales, and restaurants).
- Consistent with two stated goals of the Land Use Plan.
- The requested condition modification, the existing and continued CU-GB zoning, the existing and continued uses, and the permissible range of uses (only food services) would be consistent with the LUP's NAC designation, reasonable, and appropriate for the area.

He shared the information related to the resonableness and public interest.

- Allow for resolution of the existing zoning violations, which will allow for the continued provision of these convenience services to the community.
- Allow for a moderate expansion of use within the vacant portion of the existing building (additional parking spaces may be needed).
- No changes to any of the other previously approved rezoning conditions.
- Site plan review will ensure compliance with all applicable UDO standards and provide protection of the public health and safety.

He shared the staff findings.

1. To modify a previously approved rezoning condition to resolve existing zoning violations and to allow for a possible moderate expansion of use within the vacant portion of the existing building.
2. All other previously approved rezoning conditions will be unchanged and will remain valid and in effect.
3. The request is consistent with the LUP's NAC designation, two stated LUP goals, and would be reasonable, and appropriate, for the area.
4. There are no environmentally sensitive features on, or near, the subject property, and there is no indication of previous stormwater issues on the subject property.
5. A site plan will be required to ensure compliance with all applicable current standards so as to protect the public health, safety and general welfare.

6. There are no traffic issues on the adjacent roadways, and the modification of the previously approved rezoning condition is not anticipated to generate any significant new traffic to the site.
7. The City of Raleigh had no objection to the request and indicated that the uses are consistent with the City's Future Land Use Map.
8. The Wake County Planning staff has received no objections from the surrounding property owners or the general public.

Commissioner West said the property is in his residential district. He asked whether the request fits into the county's current Comprehensive Land Use Plan. Mr. Lankford said the current Land Use Plan has the request designated for low density residential, but there was a neighborhood activity center that allowed the neighborhood scale uses at the intersection. He said the property is in the City of Raleigh's Short Term urban Service Area. He said one of the previous conditions is that connection be provided to the City of Raleigh water and sewer service. He said connection occurred in 2001 when the site was built.

Commissioner West asked if the site met the impervious surface conditions. Mr. Lankford said it is over the impervious surface limit. He said there are no stormwater devices on the site since the regulations did not require them. He said a site plan review would be needed to install a stormwater device under stricter conditions.

Commissioner West said the City of Raleigh has a Citizens' Advisory Council for rezoning requests and asked whether this request went through their processes. Mr. Lankford said that City of Raleigh Planning staff said they had no objection to the rezoning increase in impervious surface and it is consistent with their land use plan.

Vice-Chair Ford clarified that the motion modifies the zoning and places the property back in compliance. He asked whether there would be harmful impacts to the environment, issues with the surrounding neighbors, or government entities. Mr. Lankford confirmed that this is correct.

Chair Holmes opened the public hearing.

No one came forward.

Chair Holmes closed the public hearing.

Mr. Lankford said that staff supports the request.

Mr. Lankford said the Wake County Planning Board recommended approval of the zoning request unanimously.

Vice-Chair Ford moved, seconded by Commissioner West, that the Board of Commissioners hold a public hearing to consider rezoning petition ZP-898-18 and:

1. Adopt the draft statement finding that the requested rezoning to modify a condition from a previously approved (2000) conditional use rezoning case to allow the impervious surface coverage to be increased from 30% to 50%, the existing and proposed continued zoning district for the subject property, the existing and proposed continued uses, and the allowable range of possible uses, would be consistent with the Wake County Land Use Plan's Neighborhood Activity Center designation, and would be reasonable, and appropriate, for the area. The motion passed unanimously.

Vice-Chair Ford moved, seconded by Commissioner West, that the Board of Commissioners:

2. Approve the rezoning request as presented. The motion passed unanimously.

13. [Public Hearing and Resolution Approving the Submission of an Application by Passage Home for Community Services Block Grant Fund Designation](#)

Attachments: [Item Summary](#)

[Passage Home Presentation 01-22-19.pdf](#)

[Resolution](#)

[Passage Home CSBG Documentation of Submission to County Commissioners.pdf](#)

[Passage Home FY2019-20 CSBG Grant Application.pdf](#)

Mr. Seth Friedman, CEO, Passage Home, said the mission of Passage Home is to help break the cycle of poverty and create generational self-sufficiency for the individuals and families of Wake County by helping them achieve housing and income security. He said the mission driven programs are permanent, supportive housing (affords families security and the ability to focus on longer-term goals), comprehensive case management (focuses on removing barriers to living wage employment), and workforce development (provides trainings and classes that help residents gain and retain employment). He shared a chart of the pathway to self-sufficiency. He said there is a micro and macro approach. The micro approach to alleviating poverty focuses on the specific needs of the individual and helping them overcome their barriers to housing security and

living wage employment. He said the macro approach to alleviating poverty looks at societal and community issues that entrenches the clients in the cycle of poverty. He said the macro approach has led to a large community vision. He shared a chart of achievements for family self-sufficiency program outcomes.

Commissioner West said that he served on the board of Passage Home for ten years. He said that the non-profit focused on sustainable issues such as poverty. He said the grant is a part of the Office of Economic opportunity. He said that Passage Home is part of two pilots: social economic vitality and vulnerable communities in the southeast Raleigh area and the Wendell/Zebulon area. He said that it is important to the goals of the Board of Commissioners as it relates to affordable housing.

Vice-Chair Ford said the board is excited about Mr. Friedman's leadership on the Passage Home Board. He said that Wake County has a history with Passage Home, and he is looking forward to his leadership and experience. He said the case management will provide stable homes, education, services, and wrap around services.

Commissioner West asked if the process was competitive. Mr. Friedman said they are in the application process and it will follow the previous process.

Chair Holmes opened the public hearing.

No one came forward.

Chair Holmes closed the public hearing.

Vice-Chair Ford moved, seconded by Commissioner West, that the Board of Commissioners:

- 1. Hold a public hearing to receive comments from interested parties on Passage Home Designation as a Community Services Block Grant Recipient; and**
 - 2. Approve a Resolution for the Submission of an Application for Community Services Block Grant Fund Designation by Passage Home.**
- The motion passed unanimously.**

- 14. [Public Hearing and Consideration of Business Development Grant Agreement for Advance Auto Parts, Inc.](#)**

Attachments: [AdvanceAutoAgendaItemDraftJanuary222019.docx](#)
[Advance Auto Parts Presentation 01-22-19.pdf](#)
[Advance Auto Parts - Wake County Grant Agreement.docx](#)
[WakeCountyEconomicDevelopmentPolicyOctober2018Final.pdf](#)

Mr. Chris Dillion, Assistant County Manager, shared the project details. He said Project Hawkeye was under the project name. He said the addition of the Advance Auto Parts, Inc. headquarters will bring 435 jobs to the county with an average salary of \$106,752.

Chair Holmes opened the public hearing.

Mr. Amish Patel, Attorney, Williams Mullen, said that he has represented Advance Auto Parts through this process. He said that Advance Auto Parts is excited to be in Wake County and locate its headquarters here. He thanked the board for their support.

Chair Holmes closed the public hearing.

Commissioner Hutchinson welcomed Advance Auto Parts to the community and said this is good for Wake County.

Commissioner Calabria moved, seconded by Commissioner Hutchinson, that the Board of Commissioners hold a public hearing and approve a Business Development Grant Agreement with Advance Auto Parts Inc., subject to the terms and conditions acceptable to the County Attorney. The motion passed unanimously.

15. [Funding Agreement with the Town of Fuquay-Varina for the Depot Trail Greenway](#)

Attachments: [Agenda Item Greenway FA Fuquay 2019 01 07.docx](#)
[Depot Trail Greenway Presentation.pdf](#)
[CLEAN Fuquay Varina Greenway Funding Agreement Draft 5.23.18.docx](#)
[CIP Budget Memo - FY 2019 County Capital Fund - Open Space.xlsx](#)

Mr. Chris Snow, Director of Parks, Recreation, and Open Space, shared the purpose of the Open Space Preservation Program. He shared information about the Depot Trail Greenway.

Commissioner Hutchinson thanked Mr. Snow and shared accolades of the property. He said the project will connect the greenway with a neighborhood and a school, which will be a great benefit. He applauded Wake County for supporting the Town of Fuquay-Varina with the project.

The meeting went into recess and the meeting reconvened.

Commissioner Hutchinson moved, seconded by Vice-Chair Ford, that the Board of Commissioners:

- 1. Appropriate \$257,432 of Open Space Funding; and**
- 2. Authorize the County Manager to execute a Funding Agreement between Wake County and the Town of Fuquay-Varina for the Depot Trail Greenway, subject to terms and conditions acceptable to the County Attorney. The motion passed unanimously.**

16. [Wake County Public School System Capital Improvement Program Appropriations](#)

Attachments: [Spring 2019 Appropriation Request.docx](#)
[WCPSS Appropriations Presentation 1-22-19.pdf](#)
[BOC Resolution.docx](#)
[Board of Education Resolution - Spring 2019 Appropriation Request.pdf](#)

Mr. Bryan Roof, Program Executive, Wake County Public School Facility, Design, and Construction Department, said the spring 2019 allocation for Capital Improvement funding is in accordance with WCPSS Master Funding Schedule. He said two-thirds of the funding is being used for existing schools as well as student and staff needs.

He shared a table of the appropriation and reallocations.

Commissioner Evans moved, seconded by Vice-Chair Ford, that the Board of Commissioners approve the following requests for appropriations in the Seven Year Capital Improvement Program:

Appropriate \$131,857,123 for new construction at South Lakes Elementary, construction for renovations at Fuquay-Varina High, Stough Elementary and Conn Elementary, design at E-41 Elementary, and other ongoing program needs including life cycle replacements, educational equipment, environmental and Americans with Disabilities Act (ADA) compliance, technology infrastructure and security. The motion passed unanimously.

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

Attachments: [Item Summary](#)[Water Sewer and Roads Policy Presentation 01-22-19.pdf](#)[Water Sewer Financial Policy 01-22-19 without formatting.pdf](#)[Amended Petition 01-22-19 without formatting.pdf](#)

Mr. Tim Maloney, Wake County Planning Development and Inspections Director, shared the proposed changes to the policy adopted in April 2015. He shared the background of the policy changes. He shared information about orphan roads. He shared photo examples of orphan roads. He shared information since the policy was adopted. He shared a map of the communities and the options that they have. He shared the lessons to be learned to date. He clarified the policy and petition process. He shared the information on the formula to determine the assessment period. He shared a chart of sample scenarios (50 lots/\$500,000 Cost).

He shared the information about adopting the changes to the policy and petition.

Vice-Chair Ford asked about the financial hardship policy and how the threshold will be determined, and is there a hardship model the County can use. Mr. Maloney said he contacted Mr. Marcus Kinrade, Wake County Revenue Director, and he would like to allow the director to make suggestions on a case-by-case basis.

Commissioner Hutchinson said the General Assembly stopped requiring bonds on the developers. Mr. Maloney said the county used to be permitted to require bonds from developers. He said a portion of the money was then set aside to be used as leverage to ensure the roads were turned over to DOT. He said there was legislation passed that took away the county ability to obtain these bonds. He stated that Mr. Chris Dillion, Assistant County Manager, is working with the legislature on this issue. Mr. Dillon said the issue is on the legislative agenda, which will be presented for approval later in the meeting.

Commissioner West asked the percent of homes that have septic systems. Mr. Maloney said he doesn't know the number, but he will obtain it from Environmental Services and share it with the board.

Commissioner Calabria said projects are performed on affordability. He asked if feedback has been received from residents who may apply for financing. Mr. Maloney said West Oaks and Rose Hall expressed concern on the affordability.

Commissioner Calabria asked about the timing of the processing of a hardship application. Mr. Maloney said the policy is not specific on the timing for the hardship application.

Mr. Maloney said if the assessment is not paid within the 30 days, then the financing terms apply and the Revenue Director would process the information based on any information that can be found.

Ms. Johnna Rogers, Chief Operating Officer, said this leaves flexibility to the Revenue Director to determine who is in hardship situation.

Vice-Chair Ford moved, seconded by Commissioner Evans, that the Board of Commissioners approve the proposed amendments to the Wake County Water, Sewer and Road Financial Policy. The motion passed unanimously.

18. [Approval of the North Carolina Association of County Commissioners' 2019-2021 Legislative Goals](#)

Attachments: [2019WakeCountyLegislativeGoalApprovalDraft.docx](#)
 [2019LegislativeAgendaJanuary22Final.pdf](#)
 [2019NCACCLegislativeGoals.pdf](#)

Mr. Dillon shared the Legislative Goals Process.

- Counties submitted proposed goals to North Carolina Association of County Commissioners in Sept.
- NCACC steering committees reviewed goals in Sept./Oct.
- NCACC Board of Directors approved draft goals in Dec.

- NCACC Membership adopted goals at Legislative Goals Conference in January 2019

He said all of the board's goals were approved at the NCACC Legislative Goals Conference.

Core Values

- ✓ Retain Local Government Authority (NCACC Core Values)

Tax and Finance

- ✓ Protect Local Revenue Sources (TF-1)
- ✓ Reinstate Affordable Housing Tax Credit (TF-3)

He shared the goals.

General Government

- ✓ Protect State Transportation Formula(GG-1)
- ✓ Reinstate Subdivision Roadway Maintenance Guarantees

(GG-2)

- ✓ Allow Counties to Provide Fiber-Optic Infrastructure(GG-3)
- ✓ Oppose Changes to Current ABC System (GG-4)

Health & Human Services

- ✓ Increase in Funding for Mental Health and Substance Abuse Treatment (HHS-3)
- ✓ Medicaid Expansion and Funding Increases for Public Health (HHS-4&3)

Public Education

- ✓ Increase in Statewide Per Pupil Education Funding (PE-Guiding Principle)

Justice & Public Safety

- ✓ Reinstate Funding for Drug Treatment Courts (JPS-1)

Environment

- ✓ Prevent the Relaxation of Regulations for Water Supplies (ENV-2)

He shared the next steps.

- Receive feedback on proposed goals
- Approve NCACC statewide goals on January 22, 2019
- Share with the delegation at a Wake County Legislative Delegation meeting
- Advocate!

Chair Holmes thanked Mr. Dillion for his support advocating for the board. She noted that the goal for the per pupil funding and updating the Pre-K formula. She said the Opioid formula should be shared to move the priorities forward.

Commissioner Hutchinson thanked Commissioner Calabria for being the voting delegate at the conference.

Vice-Chair Ford thanked Mr. Dillion for his advocacy on behalf of the county. He thanked Commissioner Calabria for advocating for the county.

Commissioner West thanked Commissioner Calabria for the input in the process.

Commissioner Calabria commended Mr. Dillion for his work and his raport with other county officials. He stated there were six commissioners that attended the conference.

Commissioner Evans said she could not attend the conference and commended the leadership of Commissioner Calabria. She highlighted

the goals related to public education (PE.2). She said that for the legislature to pass the goals that the Board of Commissioners; that it is impressive. She commended the work that has been done toward the goals.

Commissioner Adamson said that the process was fascinating and she thanked Mr. Dillion for his work.

Commissioner Adamson moved, seconded by Commissioner West, that the Board of Commissioners approve the NC Association of County Commissioners' 2019-2021 Legislative Goals. The motion passed unanimously.

19. [Motion to Remove Conditions on the Use of Funds Appropriated to the Wake County Public School System](#)

Attachments: [DRAFT item for Commissioner Adamson.docx](#)

Commissioner Adamson said that in the past the funds given to the Sheriff's Office and the Board of Education is to designate funds to their choosing. She said that to achieve a better relationship with the Board of Education, funds would not be earmarked.

Chair Holmes said that when the budget was adopted in June, she expressed concern about earmarked funds. She asked that the board refer back to best practices in terms of allocations to the Board of Education. She said that she recalled concern by school staff that gave warning signs that access is needed for resources to be available by most vulnerable citizens.

Commissioner Evans said that she appreciates the item. She said this does not change the funding, but removes the earmark. She said that the Board of Commissioners supports school funding, but the commissioners should not earmark funds.

Vice-Chair Ford echoed the previous comments and ensuring the safety of students. He said that the discussion reaffirms that the elected board should be considered a partner. He expressed his discomfort at the last budget cycle.

Commissioner West said that during the recession there were challenges as it relates to the school system. He said that after school programs were cut, but the manager did not designate how the funds were to be used. He said the Board of Education decided to use the funding for a previous budget year item.

Chair Holmes said that the request is taken seriously. The county is behind

the national record for nurses, counselors, and social workers. She said it is important to have those skill sets when they are needed. She thanked Commissioner Adamson for highlighting the importance of this issue.

No action was taken by the board.

20. [Consideration of 2019 Board of Commissioners Committee Structure](#)

Attachments: [2019 Commissioners Committee Structure.docx](#)
 [Board Committees 2019 Assignments 1.22.19.pdf](#)
 [2019 Adopted Advisory Boards for Committee Structure -.docx](#)

Chair Holmes said there have been minor changes to the Committee Structure to accommodate new board members and maximize everyone's talents. She shared the structure and it was noted that this is the first time since she had been elected that board members have met with the chair prior to committee assignments in order to discuss personal goals."

She shared the committee structure and Advisory Board liaisons.

She commended the work of Commissioner Calabria of Chairing the Public Safety Committee.

She said the Education Committee would continue to function as a Committee of the Whole.

She said the Economic Strength Committee would function as a Committee of the Whole.

Vice-Chair Ford thanked Chair Holmes for meeting with each commissioner and for collaborating with him on the decisions and leadership and respecting the interests and equitable distribution of the talents.

Chair Holmes thanked board members for their input..

Commissioner Evans commended Chair Holmes for meeting with commissioners. She noted that just because a commissioner is not assigned to that committee they can still attend any committee meeting.

Chair Holmes agreed that any commissioner may attend any Advisory Board meeting. She said that anything that comes forward from the committee comes before the board. She said the Chair leads the conversation as Chair of a committee.

Commissioner West moved, second by Commissioner Evans, that the Board of Commissioners consider and adopt the Committee Structure of County Commissioners to Wake County Boards. The motion passed unanimously.

Commissioner Hutchinson moved, second by Vice-Chair Ford, that the Board of Commissioners consider and adopt the Advisory Board appointments of County Commissioners to Wake County Committees. The motions passed unanimously.

Manager's Report

21. [Wake County Transit Update](#)

Attachments: [Transit Item Summary Update 1.22.19.docx](#)
[Transit Presentation 1.17.19.pdf](#)
[FY 18 Annual Report](#)
[GoTriangle FY 2018 CAFR](#)

Ms. Nicole Kreiser, Assistant County Manager, shared the Wake Transit Update and the background.

- GoTriangle, CAMPO, and Wake County are parties to the Wake Transit ILA which guides the funding and implementation Wake Transit projects.
 - Transit ILA requires an “Annual Wake Transit Report” which “should include information regarding meeting strategic public transit objectives and includes the performance achieved, strategies being followed, and key milestones for capital projects and operating services.”
- Board of Commissioners have provided input on key initiatives funded through annual Wake Transit Work Plans
- The Board also approves cost share agreements for projects that cross county jurisdictional boundaries.
 - Example: BOC approved amendment to cost share agreement for Commuter Rail January 2019.
- Today’s requested Board action
 - To receive an update from staff and partners on the FY 2018 Wake Transit Annual Report and next steps for Wake County Transit Plan Implementation

She shared a chart of the process to develop the Wake Transit Plan. She shared the objectives and initiatives.

Objective: Guide the implementation of the Wake County Transit Plan.

Initiatives:

1. Monitor and oversee the deliverables and processes established by the transit governance interlocal agreement.
2. Continue to support and seek public participation in the development and implementation of the transit plan, including consumer experience goals and service metrics.
3. Collaborate with municipal, community and private partners to encourage best development practices in corridors and areas identified for transit investment, including serving communities in need and creating affordable housing.*
4. Seek opportunities to increase collaboration between transit providers and the Wake County School System.*
5. Promote opportunities to maintain affordability of transit services and address needs in vulnerable communities and rural areas.

She shared a chart of the revenues and expenditures. She shared the ridership information for services. She shared the public engagement and implementation.

- More than 2,800 people at more than 60 events and more than 3,200 survey responses on 2018 planning activity.
- Public input on 10-Year Wake Bus Plan, Bus Rapid Transit Preliminary Planning, FY 2019 Proposed Service Enhancements, Grant Program for Local Wake Communities (Community Funding Area Program)

She shared the major studies now complete informed by outreach. She shared a chart of the Work Plan Underway. She shared the information shared with the board in February/March 2018.

- FY 2020 Wake Transit Draft Work Plan Proposed Projects
- Wake Bus Plan: Coordinated Human Services Transportation Study and Recommendations for GoWake Access
- Next Steps for Commuter Rail and BRT
- Wake Bus Plan Fare Strategy and Technology Upgrades

Chair Holmes said she was excited over the partnership and the program is a good opportunity for ridership and the value of the transit plan.

Commissioner Hutchinson thanked Ms. Kreiser for her budget experience and her transit work.

Commissioner Calabria said Youth Go Pass was originated from the

board's GLUE and Commission Meetings. He said allocations from sales tax to capital fund is separate.

Commissioner Hutchinson said 2800 students have had access to free transit. He said that level of transit is freedom. He said this has been a year long process and the next step is transit affordability in vulnerable communities. He said the county is moving forward for a transit system for all of the citizens.

Ms. Kreiser said there are partnerships between the libraries, school system, and human services. She said the majority of Youth Go Passes are distributed through one of these partnerships.

Commissioner Evans said she was excited about the transit plan and there will be continued support for transit..

Committee Reports

Chair Holmes said the Affordable Housing Committee met and was engaged. Congressman David Price shared his role in congress. He said that Ms. Lorena McDowell, Wake County Housing Director, spoke about Housing Development.

She said that there was a retreat this past Saturday in order to fine tune the 2019 Goals. She commended the County Manager and Ms. Rogers for their work on the County goals. She commended all staff that assisted with the retreat.

Other Business

Mr. Ellis recognized Ms. Alicia Arnold, Human Services Division Director. He said she was recently recognized by East Carolina University as one of their "forty under forty" in their leadership program.

Mr. Ellis introduced Mr. Derwick Paige as the county's first Community Vitality Officer. He said Mr. Paige joined the county recently and brings years of experience with him.

Commissioner West said that the Human Services Advocacy event is taking place this weekend and he invited all to attend.

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

Attachments: [Information Items Summary 1-22-19.docx](#)
 [January 2019 CIP Transfers Report.pdf](#)

Closed Session

Adjourn

Commissioner West moved, seconded by Vice-Chair Ford, to adjourn the meeting. The motion passed unanimously.

Respectfully submitted,

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



Legislation Details (With Text)

File #: 16-1937
Type: Items of Business
Status: Agenda Ready
In control: Human Resources
On agenda: 1/22/2019
Final action:
Title: Retiree Recognition
Sponsors:
Indexes:
Code sections:
Attachments: [Item Summary 1.22.2019.pdf](#)
[Richard Sampson Bio.pdf](#)
[Alisha Battle Bio.pdf](#)
[Candis Alston Bio.pdf](#)
[Charlene Mitchener Bio.pdf](#)
[Suzanne Stephenson Bio.pdf](#)

Date	Ver.	Action By	Action	Result
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Retiree Recognition

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

Item Title: Retiree Recognition

Specific Action Requested:

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

Item Summary:

The following employee retired on December 1:

- **Richard Sampson, 32 years of service, Sheriff's Office**

The following employee retired on January 1:

- **Alisha Battle, 29 years of service, Human Services Department**

The following employees will retire on February 1:

- **Candis Alston, 29 years of service, Human Services**
- **Charlene Mitchener, 25 years of service, Human Services**
- **Suzanne Stephenson, 25 years of service, Human Services**

Attachments:

1. Richard Sampson Bio
2. Alisha Battle Bio
3. Candis Alston Bio
4. Charlene Mitchener Bio
5. Suzanne Stephenson Bio

**Richard Sampson
Deputy Sheriff - Major
Sheriff's Office**

Richard Sampson was hired as a Wake County Sheriff Deputy in July 1986.

In October 1986 he graduated from the first Wake County Sheriff's Office's Basic Law Enforcement Academy, receiving the Marksmanship Award. In December 1986 he was assigned to the service of arrest process. Then in October 1987 he transferred to the newly formed Patrol Division Warrant Squad and received his North Carolina Basic, Intermediate, & Advanced Law Enforcement Certificates.

In 1995 he received the Wake County Commissioner Zieverink Award. In 1998 he was promoted to Sergeant where he formed and supervised the newly created Warrant Squad. In 2000 he completed the North Carolina State University Administrative Officer Management Program.

In 2001 he was promoted to Lieutenant where he continued to supervise the Warrant Squad within the Patrol Division as well as created and supervised the Special Response Team. By 2013 the Warrant Squad had apprehended approximately 67,622 wanted individuals, while serving over 100,000 arrest processes within Wake County.

In 2014 Richard was transferred to Judicial Services to implement the use of the OSSI Record Management System and assist with G4S mental health contract initiation. He was promoted to Captain in June 2014. Then from 2017 to 2018, he was the designated agency records custodian and tasked to develop a Records Division including budget creation, structure, responsibilities, policy & procedures.

On December 1, 2018 he retired as Judicial Services Major.

Please join me in congratulating Richard on his retirement!

Alisha Battle
Senior Case Manager
Human Services Department

Alisha Battle began her career in 1989 when she accepted a position as a data entry operator with the North Carolina Department of Motor Vehicles. In 1994, Alisha moved to NC Disability Determinations, where she worked as a Disability Examiner. Alisha's career with Wake County began in 1997. During her 21 years with Wake County, Alisha has worked in both the Medicaid and Food and Nutrition Services programs.

Throughout her tenure with Wake County, Alisha's work has focused on the Aged, Blind and Disabled populations. In 2013, Alisha was promoted to a Senior Case Manager position, where she determined continuing Medicaid eligibility for elderly and disabled individuals living in facility care. Alisha has always provided service with compassion and empathy for Medicaid beneficiaries and their families. She will be truly missed by her many colleagues and friends in the Economic Services Division.

Alisha retired on January 1, 2019 with 30 years of service to the citizens of Wake County and North Carolina. Her immediate plans in retirement include visiting her brother who lives in California.

Please join me in congratulating Alisha on her retirement!

Candis Alston
Customer Service Representative
Human Services Department

Candis Alston graduated from North Carolina Central University with a B.A. Degree in Sociology. She began her Local Government career in Wilson County as a Medicaid Case Manager serving Pregnant Women, Children and Adults.

She relocated to Raleigh and worked several months as a Temporary employee for Adult Medicaid in Wake County. At that time, the main Social Services building was in Downtown Raleigh. Candis then transitioned to a permanent position working as a Human Services Technician for the Women Infant and Children (WIC) Program, where she was for 17 years.

After several years, she was promoted to Accounting Technician for Wake County Mental Health where she granted authorizations to agencies that serviced clients with Substance Abuse, Mental Health, and Alcohol challenges. Candis served in that position for six years. After several program changes within Human Services, she completed her last seven years with Wake County as a Customer Service Representative at the Millbrook Human Services Center.

Candis has been a dedicated employee throughout her 31-year career and she continually embraced opportunities to grow professionally. In 2018, she received an important achievement when she was a recipient of the Millbrook Customer Service Quarterly Star Awards.

Please join me in congratulating Candis on her retirement!

**Charlene Mitchener
Technician
Human Services Department**

Charlene began employment with Wake County in July 1989. At the beginning of her career with Wake County, she worked at Garner Home. She then transitioned to Wake House as a Human Services Technician.

During her 29 years of service to Wake County, she has been a dedicated employee. Charlene notes that the highlights of her career include the positive impact the youth have bestowed upon her and the relationships she has formed with so many of her co-workers.

Charlene feels like she has had a positive impact on the youth she has served over the years since many of them have reached back out to her over time. She truly appreciates the entire Wake House team and their on-going support!

Charlene's positive attitude, congenial demeanor and hard work have made her an asset to Human Services and the population she has assisted.

Please join me in congratulating Charlene on her retirement!

**Suzanne Stephenson
Nurse
Human Services Department**

Suzanne Stephenson began her nursing career in 1985, moving into the public health field in Johnston County in 1991. She came to Wake County Human Services in 1993 as a public health nurse. Her previous experience in maternal health, in clinics, and in mental health uniquely qualified her for the work she has been involved in during her career with Wake County.

Over the years, Suzanne has worked in the Prenatal clinic, as a Child Service Coordinator field nurse, and as a Maternal Health home visiting nurse. The role she enjoyed most is that of Maternal Health home visiting nurse where she could assist new moms and their babies, as well as women with high risk pregnancies, in having positive outcomes. She was able to apply her previous experience in this role.

She noted that she loves connecting with the client as a whole person in their home and not just as a patient in the clinic. In a home environment, she can see the client's true needs as well as their areas of strength. Suzanne's knowledge, expertise, and compassionate nursing are second to none.

Suzanne was selected to serve as primary preceptor for the Maternal Health team, having served as preceptor for many ECU nursing students and new team members too.

After 25 years of service with Wake County, Suzanne looks forward to spending time with her family in retirement.

Please join me in congratulating Suzanne on her retirement!



Legislation Details (With Text)

File #: 16-1938
Type: Items of Business
Status: Agenda Ready
In control: Board of Commissioners
On agenda: 1/22/2019
Final action:
Title: Recognition of Recent Awards
Sponsors:
Indexes:
Code sections:
Attachments: [Awards Item Updated.pdf](#)

Date	Ver.	Action By	Action	Result
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Recognition of Recent Awards

That the Board of Commissioners recognize recent regional award winners

Item Title: Recognition of Recent Awards

Specific Action Requested:

That the Board of Commissioners recognize recent regional award winners.

Item Summary:

Wake County Public Libraries Recognized for Service Innovation

The North Carolina Public Library Directors' Association recognized Wake County Public Libraries' Thompson Fellowship as the state's Best Service Innovation for 2018.

The Libraries developed the new program to provide unique learning opportunities to both the youth participating in the Summer Food Service Program at Historic Oak View County Park and the teenagers who spent their summer working with them.

The Thompson Fellowship is an eight-week paid work/study opportunity for rising 11th and 12th graders who have successfully completed service with the Libraries' Teen Leadership Corps. Through the partnership with Oak View, which was a designated summer food site, the teens selected as Thompson Fellows engaged with summer food program participants to offer educational and recreational activities throughout the summer. These activities helped the participants avoid the "summer slide", which often occurs during the months when school is not in session.

In addition to their work at Oak View, the teens also meet weekly with community partners and Adult Services Librarians to further their personal and professional development.

Attachments:

None.



Legislation Details (With Text)

File #: 16-1962

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

In control: Board of Commissioners

On agenda: 1/22/2019 **Final action:**

Title: Moment of Silence for Jackie Johns, Garner Town Council Member

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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Moment of Silence for Jackie Johns, Garner Town Council Member



Legislation Details (With Text)

File #: 16-1944

Type: Regular Item

Status: Agenda Ready

In control: Board of Commissioners

On agenda: 1/22/2019

Final action:

Title: Interlocal Agreement between the Town of Garner and Wake County regarding Administration of Garner's Erosion and Sedimentation Control Ordinance

Sponsors:

Indexes:

Code sections:

Attachments: [BOC Item Summary. ILA. Garner Erosion Control Services.01.03.19.pdf](#)
[Garner.ILA. Erosion Control Services.pdf](#)

Date	Ver.	Action By	Action	Result
1/22/2019	1	Board of Commissioners		

Interlocal Agreement between the Town of Garner and Wake County regarding Administration of Garner's Erosion and Sedimentation Control Ordinance

That the Board of Commissioners authorizes the County Manager to execute an Interlocal Agreement between the Town of Garner and Wake County regarding the County's continued administration of Garner's Erosion and Sedimentation Control Ordinance

STATE OF NORTH CAROLINA
COUNTY OF WAKE

INTERLOCAL AGREEMENT
BETWEEN
THE TOWN OF GARNER AND WAKE COUNTY
REGARDING ADMINISTRATION OF
EROSION AND SEDIMENTATION CONTROL ORDINANCE

This Interlocal Agreement (the "Agreement"), entered into this the 3RD day of DECEMBER, 2018, by and between the TOWN OF **GARNER, NORTH CAROLINA**, being a municipal corporation organized under the laws of North Carolina (hereinafter "Garner") and **WAKE COUNTY, NORTH CAROLINA**, a public body politic and corporate of the State of North Carolina (hereinafter "Wake"); collectively referred to herein as "the Parties",

WITNESSETH:

WHEREAS, construction site runoff controls are a minimum measure required by Garner's National Pollutant Discharge Elimination System (NPDES) Phase II Stormwater Discharge Permit issued by the North Carolina Department of Environment and Natural Resources; and

WHEREAS, the Wake County Erosion and Sedimentation Control Program complies with the construction site runoff controls minimum measure; and

WHEREAS, Wake has long administered for Garner the provisions of Article 10, "Erosion and Sedimentation Control" of the Wake County Unified Development Ordinance ("E&S Ordinance" or "Ordinance") without benefit of a formal interlocal agreement; and

WHEREAS, Wake shall continue to administer in Garner's jurisdiction the E&S Ordinance; and

WHEREAS, the parties pursuant to the authority of Chapter 160A-461 *et seq.* of the North Carolina General Statutes and proper resolution by the governing body of Garner and the Wake County Board of Commissioners are authorized to enter into this Agreement in order to pursue the above stated goals.

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

ARTICLE I
Purpose, Roles, & Responsibilities

1.01. Purpose: This Agreement shall define the terms under which Wake shall administer and enforce in Garner's jurisdiction the E&S Ordinance, which is the same Ordinance that is administered and enforced in Wake's jurisdiction.

1.02. Roles and Responsibilities of the Parties: From the "Effective Date" of this Agreement (See Section 3.08)

(A) Wake shall:

1. Provide personnel, equipment, space, and resources needed to administer the E&S Ordinance.
2. Administer the E&S Ordinance, including establishing and assigning all duties of Wake employees necessary to administer the Ordinance, and do so in a way that assures a common level of service for Garner and Wake.
3. Collect development and administrative fees from developers applying for erosion and sediment control approval within Garner's jurisdiction. Such fees shall be assessed in accordance with the then current fee schedule adopted by the Wake County Board of Commissioners and shall be retained by Wake to pay for the costs of personnel, equipment, space, and resources needed to administer the Ordinance within Garner's jurisdiction.
4. Assess and collect in its discretion any civil penalties authorized by the Ordinance. Any penalties collected shall be remitted to the N. C. Civil Penalty and Forfeiture Fund in accordance with state law.
5. Communicate regularly with Garner to foster efficient and effective administrative processes.
6. Develop with Garner a Work Plan that details the standard operating procedures for communication, coordination, and implementation of the erosion and sedimentation control program. The Work Plan shall be reviewed and updated at least bi-annually.
7. Determine if the Ordinance meets the requirements set forth in (B)1 hereunder for the purpose of Wake's continued administration and enforcement of the Ordinance under the terms of this Agreement.

(B) Garner shall:

1. So long as administration of this Ordinance by Wake is desired, enact and abide by the Ordinance in its current form, or adopt by reference the Ordinance in its current form and as it may be subsequently amended. Nothing herein shall be construed to divest Garner of the discretion and powers of its governing bodies; rather this provision defines the terms under which Wake's administration of the Ordinance shall be practical and efficient.
2. Consider in accordance with legal process any future amendments necessary to keep the Ordinance up to date for the jurisdiction of Garner. Garner is required to notify Wake's Water Quality Division Director in

writing of any proposed or approved amendments to the Ordinance specific to Garner as soon as practicable but in no event later than thirty (30) days before the date such item appears on the Garner Town Council's agenda.

3. Communicate regularly with Wake to foster efficient and effective administrative processes.
4. Develop with Wake a Work Plan that details the standard operating procedures for communication, coordination, and implementation of the erosion and sedimentation control program. The Work Plan shall be reviewed and updated at least bi-annually.

ARTICLE II

Term

- 2.01. The term of this Agreement shall be for a period of ten (10) fiscal years. The first year hereunder shall commence on the date of the last signature hereto and shall run through the end of the then current fiscal year, with successive years hereunder to begin July 1 and end June 30. The agreement will terminate on June 30, 2028 unless renewed by the parties as set forth herein.
- 2.02. The parties may renew this Agreement for successive periods of ten (10) years by the written consent of both parties executed with the same formality herein.
- 2.03. Appropriations for the purposes established herein shall be established through the normal budget and appropriations processes of Wake. Failure of the governing body to adopt the budget ordinance or any capital project funding related to provision of services hereunder prior to the commencement of a new fiscal year shall result in termination of this Agreement effective for the next fiscal year with no requirement of compliance with the notice provisions of Section 2.04.
- 2.04. In the event that either party in its sole discretion determines that the Garner Ordinance no longer conforms with Section 1.02(B)1, herein, and either party determines that as a result, administration and enforcement of the Garner Ordinance is no longer feasible, then either party may terminate this Agreement within one hundred eighty (180) days by giving notice as prescribed by Section 2.05 hereunder, notwithstanding that the shorter time provision shall apply. At the execution of this Agreement, the parties agree that the Garner Ordinance as written conforms with Section 1.02(B)1. This section shall apply to changes or amendments to the ordinance(s) made after the execution of this Agreement which either party may deem non-conforming.
- 2.05. Wake and Garner shall each have the right to withdraw from this Agreement in its entirety for any reason upon giving two hundred forty (240) days' notice to the other party in writing and delivered to the other party as follows:

For Wake: Water Quality Division Director
 PO Box 550
 Raleigh, NC 27602

For Garner: Town Engineer
 900 7th Avenue
 Garner, NC 27529-3796

The roles and responsibilities of each party shall terminate 240 days after notice is given by the withdrawing party in accordance with this Agreement unless otherwise agreed by the written consent of the parties executed with the same formality as the foregoing document.




ARTICLE III Miscellaneous

- 3.01. Governing Law:** The Parties agree that North Carolina law shall govern this Agreement.
- 3.02. Severability:** If any provision of this Agreement shall be determined to be unenforceable by a court of competent jurisdiction, such determination will not affect any other provision of this Agreement.
- 3.03. Entire Agreement, Amendments:** This Agreement constitutes the entire Agreement between the Parties. This Agreement shall not be modified or amended except in a writing signed by all Parties and executed with the same formality as the foregoing document.
- 3.04. Liability of Officers and Agents:** No officer, agent, or employee of any Party shall be subject to any personal liability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officers, agents, or employees shall be deemed to execute this Agreement in their official capacities only, and not in their individual capacities. This section shall not relieve any such officer, agent, or employee from the performance of any official duty provided by law.
- 3.05. Counterparts:** This Agreement may be executed in several counterparts, each of which shall be an original. Alternatively, each Party may execute an original of this Agreement and all individually executed originals shall constitute a single Interlocal Agreement.
- 3.06. Assignment:** No Party shall sell, transfer, assign, or subcontract any interest in or obligation under this Agreement without the prior written consent of all of the Parties.

3.07. No Creation of Agency: Wake and Garner agree that nothing herein shall be construed to create an agency relationship between Wake and Garner or to mandate purchase of insurance by Wake pursuant to N.C.G.S. 153A-435; or to waive Wake's defense of governmental immunity from any cause of action alleged or brought against Wake for any reason if otherwise available as a matter of law.

3.08. Effective Date of Agreement: The effective date of this Agreement shall be the date upon which the Wake County Manager executes this agreement and the Wake County Clerk attests to such execution. This date shall be reflected in the first paragraph of this Interlocal Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their corporate names by their duly authorized officers, all as of the date first above written.

TOWN OF GARNER, NORTH CAROLINA By: <u></u> Ronnie Williams, Mayor	This instrument is approved as to form and legal sufficiency. <u></u> William E. Anderson, Town Attorney
ATTEST: [SEAL] By: <u></u> Stella Gibson, Town Clerk	
WAKE COUNTY, NORTH CAROLINA By: _____ David Ellis, County Manager	This instrument is approved as to form and legal sufficiency. _____ Scott Warren, County Attorney
ATTEST: [SEAL] By: _____ Denise Hogan, County Clerk	



Legislation Details (With Text)

File #: 16-1950
Type: Regular Item
Status: Agenda Ready
In control: Board of Commissioners
On agenda: 1/22/2019
Final action:
Title: Interlocal Agreement between the Town of Knightdale and Wake County regarding Administration of Knightdale's Erosion and Sedimentation Control Ordinance
Sponsors:
Indexes:
Code sections:
Attachments: [BOC Item Summary. ILA. Knightdale.01.03.19.pdf](#)
[ILA. Knighthdale. Erosion Control Services.pdf](#)

Date	Ver.	Action By	Action	Result
1/22/2019	1	Board of Commissioners		

Interlocal Agreement between the Town of Knightdale and Wake County regarding Administration of Knightdale's Erosion and Sedimentation Control Ordinance
That the Board of Commissioners authorizes the County Manager to execute an Interlocal Agreement between the Town of Knightdale and Wake County regarding the County's continued administration of Knightdale's Erosion and Sedimentation Control Ordinance

**STATE OF NORTH CAROLINA
COUNTY OF WAKE**

**INTERLOCAL AGREEMENT
BETWEEN
THE TOWN OF KNIGHTDALE AND WAKE COUNTY
REGARDING ADMINISTRATION OF
EROSION AND SEDIMENTATION CONTROL ORDINANCE**

This Interlocal Agreement (the "Agreement"), entered into this the 19th day of September, 2018, by and between the TOWN OF KNIGHTDALE, NORTH CAROLINA, being a municipal corporation organized under the laws of North Carolina (hereinafter "Knightdale") and WAKE COUNTY, NORTH CAROLINA, a public body politic and corporate of the State of North Carolina (hereinafter "Wake"); collectively referred to herein as "the Parties",

WITNESSETH:

WHEREAS, construction site runoff controls are a minimum measure required by Knightdale's National Pollutant Discharge Elimination System (NPDES) Phase II Stormwater Discharge Permit issued by the North Carolina Department of Environment and Natural Resources; and

WHEREAS, the Wake County Erosion and Sedimentation Control Program complies with the construction site runoff controls minimum measure; and

WHEREAS, Wake has long administered for Knightdale the provisions of Article 10, "Erosion and Sedimentation Control" of the Wake County Unified Development Ordinance ("E&SC Ordinance" or "Ordinance") without benefit of a formal interlocal agreement; and

WHEREAS, Wake shall continue to administer in Knightdale's jurisdiction the E&S Ordinance; and

WHEREAS, the parties pursuant to the authority of Chapter 160A-461 *et seq.* of the North Carolina General Statutes and proper resolution by the governing body of Knightdale and the Wake County Board of Commissioners are authorized to enter into this Agreement in order to pursue the above stated goals.

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

ARTICLE I
Purpose, Roles, & Responsibilities

1.01. Purpose: This Agreement shall define the terms under which Wake shall administer and enforce in Knightdale's jurisdiction the E&SC Ordinance, which is the same Ordinance that is administered and enforced in Wake's jurisdiction.

1.02. Roles and Responsibilities of the Parties: From the "Effective Date" of this Agreement (See Section 3.08)

(A) Wake shall:

1. Provide personnel, equipment, space, and resources needed to administer the E&S Ordinance.
2. Administer the E&S Ordinance, including establishing and assigning all duties of Wake employees necessary to administer the Ordinance, and do so in a way that assures a common level of service for Knightdale and Wake.
3. Collect development and administrative fees from developers applying for erosion and sediment control approval within Knightdale's jurisdiction. Such fees shall be assessed in accordance with the then current fee schedule adopted by the Wake County Board of Commissioners and shall be retained by Wake to pay for the costs of personnel, equipment, space, and resources needed to administer the Ordinance within Knightdale's jurisdiction.
4. Assess and collect in its discretion any civil penalties authorized by the Ordinance. Any penalties collected shall be remitted to the N. C. Civil Penalty and Forfeiture Fund in accordance with state law.
5. Communicate regularly with Knightdale to foster efficient and effective administrative processes.
6. Develop with Knightdale a Work Plan that details the standard operating procedures for communication, coordination, and implementation of the erosion and sedimentation control program. The Work Plan shall be reviewed and updated at least bi-annually.
7. Determine if the Ordinance meets the requirements set forth in (B)1 hereunder for the purpose of Wake's continued administration and enforcement of the Ordinance under the terms of this Agreement.

(B) Knightdale shall:

1. So long as administration of this Ordinance by Wake is desired, enact and abide by the Ordinance in its current form, or adopt by reference the Ordinance in its current form and as it may be subsequently amended. Nothing herein shall be construed to divest Knightdale of the discretion and powers of its governing bodies; rather this provision defines the terms under which Wake's administration of the Ordinance shall be practical and efficient.

2. Consider in accordance with legal process any future amendments necessary to keep the Ordinance up to date for the jurisdiction of Knightdale. Knightdale is required to notify Wake's Water Quality Division Director in writing of any proposed or approved amendments to the Ordinance specific to Knightdale as soon as practicable but in no event later than thirty (30) days before the date such item appears on the Knightdale Town Council's agenda.
3. Communicate regularly with Wake to foster efficient and effective administrative processes.
4. Develop with Wake a Work Plan that details the standard operating procedures for communication, coordination, and implementation of the erosion and sedimentation control program. The Work Plan shall be reviewed and updated at least bi-annually.

ARTICLE II

Term

- 2.01. The term of this Agreement shall be for a period of ten (10) fiscal years. The first year hereunder shall commence on the date of the last signature hereto and shall run through the end of the then current fiscal year, with successive years hereunder to begin July 1 and end June 30. The agreement will terminate on June 30, 2028 unless renewed by the parties as set forth herein.
- 2.02. The parties may renew this Agreement for successive periods of ten (10) years by the written consent of both parties executed with the same formality herein.
- 2.03. Appropriations for the purposes established herein shall be established through the normal budget and appropriations processes of Wake. Failure of the governing body to adopt the budget ordinance or any capital project funding related to provision of services hereunder prior to the commencement of a new fiscal year shall result in termination of this Agreement effective for the next fiscal year with no requirement of compliance with the notice provisions of Section 2.04.
- 2.04. In the event that either party in its sole discretion determines that the Knightdale Ordinance no longer conforms with Section 1.02(B)1, herein, and either party determines that as a result, administration and enforcement of the Knightdale Ordinance is no longer feasible, then either party may terminate this Agreement within one hundred eighty (180) days by giving notice as prescribed by Section 2.05 hereunder, notwithstanding that the shorter time provision shall apply. At the execution of this Agreement, the parties agree that the Knightdale Ordinance as written conforms with Section 1.02(B)1. This section shall apply to changes or amendments to the ordinance(s) made after the execution of this Agreement which either party may deem non-conforming.
- 2.05. Wake and Knightdale shall each have the right to withdraw from this Agreement in its entirety for any reason upon giving two hundred forty (240) days' notice to the other party in writing and delivered to the other party as follows:

For Wake: Water Quality Division Director
 PO Box 550
 Raleigh, NC 27602

For Knightdale: Director of Development Services
 950 Steeple Square Court
 Knightdale, NC 27524

The roles and responsibilities of each party shall terminate 240 days after notice is given by the withdrawing party in accordance with this Agreement unless otherwise agreed by the written consent of the parties executed with the same formality as the foregoing document.

ARTICLE III Miscellaneous

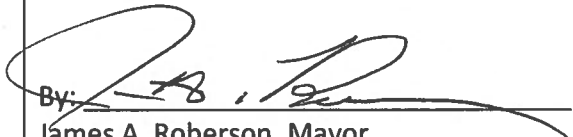
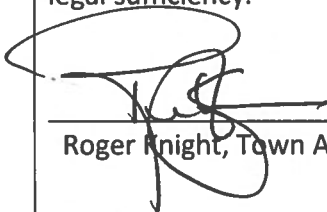


- 3.01. Governing Law:** The Parties agree that North Carolina law shall govern this Agreement.
- 3.02. Severability:** If any provision of this Agreement shall be determined to be unenforceable by a court of competent jurisdiction, such determination will not affect any other provision of this Agreement.
- 3.03. Entire Agreement, Amendments:** This Agreement constitutes the entire Agreement between the Parties. This Agreement shall not be modified or amended except in a writing signed by all Parties and executed with the same formality as the foregoing document.
- 3.04. Liability of Officers and Agents:** No officer, agent, or employee of any Party shall be subject to any personal liability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officers, agents, or employees shall be deemed to execute this Agreement in their official capacities only, and not in their individual capacities. This section shall not relieve any such officer, agent, or employee from the performance of any official duty provided by law.
- 3.05. Counterparts:** This Agreement may be executed in several counterparts, each of which shall be an original. Alternatively, each Party may execute an original of this Agreement and all individually executed originals shall constitute a single Interlocal Agreement.

3.06. Assignment: No Party shall sell, transfer, assign, or subcontract any interest in or obligation under this Agreement without the prior written consent of all of the Parties.

3.07. No Creation of Agency: Wake and Knightdale agree that nothing herein shall be construed to create an agency relationship between Wake and Knightdale or to mandate purchase of insurance by Wake pursuant to N.C.G.S. 153A-435; or to waive Wake's defense of governmental immunity from any cause of action alleged or brought against Wake for any reason if otherwise available as a matter of law.

3.08. Effective Date of Agreement: The effective date of this Agreement shall be the date upon which the Wake County Manager executes this agreement and the Wake County Clerk attests to such execution. This date shall be reflected in the first paragraph of this Interlocal Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their corporate names by their duly authorized officers, all as of the date first above written.

TOWN OF KNIGHTDALE, NORTH CAROLINA By:  James A. Roberson, Mayor	This instrument is approved as to form and legal sufficiency.  Roger Knight, Town Attorney
ATTEST: [SEAL] By:  Whitney Ledford, Town Clerk	
WAKE COUNTY, NORTH CAROLINA By: _____ David Ellis, County Manager	This instrument is approved as to form and legal sufficiency. _____ Scott Warren, County Attorney

ATTEST: By: _____ Denise Hogan, County Clerk	[SEAL]



Legislation Details (With Text)

File #: 16-1951

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

In control: Housing & Community Revitalization

On agenda: 1/22/2019 **Final action:**

Title: Regional Analysis of Impediments to Fair Housing Choice Study

Sponsors:

Indexes:

Code sections:

Attachments: [Item Summary](#)
[Memorandum of Agreement for a Raleigh-Cary-Wake County Regional Analysis of Impediments to Fair Housing Choice Study](#)
[Wake County AI Final 12.22.15.pdf](#)

Date	Ver.	Action By	Action	Result
1/22/2019	1	Board of Commissioners		

Regional Analysis of Impediments to Fair Housing Choice Study

That the Board of Commissioners authorizes the County Manager to sign the attached Memorandum of Agreement for participation in a Regional Analysis of Impediments to Fair Housing Choice study



Legislation Details (With Text)

File #: 16-1952
Type: Consent Item
Status: Agenda Ready
In control: Housing & Community Revitalization
On agenda: 1/22/2019
Final action:
Title: Partial Loan Payoff to Wake County and Partial Release of Interest held in Real Property located at 1105 Tingen Road, Apex
Sponsors:
Indexes:
Code sections:
Attachments: [Item Summary](#)
[Correspondence from the Estate of James M. Hooker.pdf](#)

Date	Ver.	Action By	Action	Result
1/22/2019	1	Board of Commissioners		

Partial Loan Payoff to Wake County and Partial Release of Interest held in Real Property located at 1105 Tingen Road, Apex

That the Board of Commissioners:

- 1. Accepts funds from the sale of James M. Hooker's (now deceased) ½ undivided interest in real property located at 1105 Tingen Road for the partial payoff (50%) of the Wake County Rehabilitation Loan encumbering said property; and**
- 2. Authorizes the Board Chair to execute a partial release as to the ½ undivided interest held by the James M. Hooker heirs in the subject property upon receipt of funds totaling 50% of the loan payoff (calculated and to be paid as of the date of closing), subject to terms and conditions acceptable to the County Attorney**



Legislation Details (With Text)

File #: 16-1943

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

In control: Environmental Services

On agenda: 1/22/2019 **Final action:**

Title: Accept and Appropriate \$6,000 of Grant Funds from the Association of Food and Drug Officials

Sponsors:

Indexes:

Code sections:

Attachments: [BOC agenda item EHS AFDO 2019.pdf](#)
[Award Letter for Risk Factor Study.pdf](#)
[Award Letter for Training.pdf](#)
[Budget Memo - FY 2019 Grants and Donations Fund.pdf](#)

Date	Ver.	Action By	Action	Result
1/22/2019	1	Board of Commissioners		

Accept and Appropriate \$6,000 of Grant Funds from the Association of Food and Drug Officials
That the Board of Commissioners accepts grant funds from the Association of Food and Drug Officials and appropriates \$6,000 to the County's Grants and Donations 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		\$4,041,336.00	\$4,041,336.00
July 2, 2018	Increase the revenue and expenditure budgets for units in the Sheriff's Grants and Donations Fund	Donations	\$463,528.00	\$4,504,864.00
July 5, 2018	Appropriate donations received for EMS Week	Donations	\$3,148.00	\$4,508,012.00
July 5, 2018	Appropriate revenues received for Energy Camp Donation per Grants and Donations Ordinance Section 5	Donations	\$11,935.00	\$4,519,947.00
July 23, 2018	Accept and appropriate \$11,500 federal grant for the Wake County Historic Preservation Commission	Federal	\$11,500.00	\$4,531,447.00
August 1, 2018	Appropriate donations received for Animal Shelter	Donations	\$43,960.00	\$4,575,407.00
August 9, 2018	Appropriate donations received for Community Services	Donations	\$48,608.40	\$4,624,015.40
August 20, 2018	Accept and appropriate \$126,103 for the Wake County 75% match of the GHSP Traffic Safety grant	Transfer from General Fund	\$126,103.00	\$4,750,118.40
August 20, 2018	Accept and appropriate \$42,035 for the state 25% match of the GHSP Traffic Safety grant	State	\$42,035.00	\$4,792,153.40
September 4, 2018	Increase the revenue and expenditure budgets for units in the Sheriff's Grants and Donations Fund	Multiple	\$58,027.57	\$4,850,180.97
November 9, 2018	Closing several grants in ES and CS	Multiple	(\$20,250.00)	\$4,829,930.97
November 28, 2018	Increase the revenue and expenditure budgets for the Federal Forfeitures unit in the Sheriff's Grants and Donations Fund	Forfeitures	\$131,619.21	\$4,961,550.18
November 28, 2018	Increase the revenue and expenditure budgets for the Court Ordered Fees/State Forfeitures unit in the Sheriff's Grants and Donations Fund	Forfeitures	\$101,909.17	\$5,063,459.35
December 5, 2018	Increase the revenue and expenditure budgets for donation units in Community Services	Donations	\$38,999.59	\$5,102,458.94
January 22, 2019	Accept and Appropriate grant funds from the Association of Food and Drug Officials	Federal	\$6,000.00	\$5,108,458.94

EXPENDITURES				
Date	Description of Revision or Adjustment	Department	Amount	Balance
July 1, 2018	Appropriation per Ordinance		\$4,041,336.00	\$4,041,336.00
July 2, 2018	Increase the revenue and expenditure budgets for units in the Sheriff's Grants and Donations Fund	Sheriff	\$463,528.00	\$4,504,864.00
July 5, 2018	Appropriate donations received for EMS Week	EMS	\$3,148.00	\$4,508,012.00
July 5, 2018	Appropriate revenues received for Energy Camp Donation per Grants and Donations Ordinance Section 5	GSA	\$11,935.00	\$4,519,947.00
July 23, 2018	Proposed: Accept and appropriate \$11,500 federal grant for the Wake County Historic Preservation Commission	Community Services	\$11,500.00	\$4,531,447.00
August 1, 2018	Appropriate donations received for Animal Shelter	Environmental Services	\$43,960.00	\$4,575,407.00
August 9, 2018	Appropriate donations received for Community Services	Community Services	\$48,608.40	\$4,624,015.40
August 20, 2018	Accept and appropriate \$168,138 to fund two Forensic Scientists and other associated direct costs for eight months as part of a GHSP Traffic Safety grant.	CCBI	\$168,138.00	\$4,792,153.40
September 4, 2018	Increase the revenue and expenditure budgets for units in the Sheriff's Grants and Donations Fund	Sheriff	\$58,027.57	\$4,850,180.97
November 9, 2018	Closing several grants in ES and CS	Environmental Services and Community Services	(\$20,250.00)	\$4,829,930.97
November 28, 2018	Increase the revenue and expenditure budgets for the Federal Forfeitures unit in the Sheriff's Grants and Donations Fund	Sheriff	\$131,619.21	\$4,961,550.18
November 28, 2018	Increase the revenue and expenditure budgets for the Court Ordered Fees/State Forfeitures unit in the Sheriff's Grants and Donations Fund	CCBI	\$101,909.17	\$5,063,459.35
December 5, 2018	Increase the revenue and expenditure budgets for donation units in Community Services	Community Services	\$38,999.59	\$5,102,458.94
January 22, 2019	Accept and appropriate grant funds from the Association of Food and Drug Officials	Environmental Services	\$6,000.00	\$5,108,458.94
STAFFING				
Date	Description of Revision or Adjustment	Department	FTE	Balance
July 1, 2018	Appropriation per Ordinance		19.000	19.000
October 1, 2018	Transfer two positions for Integrated Program for Prevention of Drug Overdose & Tobacco, quarter position for family reunification, and abolishing two positions for Juntos 4-H Program and Ryan White Title III Program	Human Services	(0.250)	18.750



Legislation Details (With Text)

File #: 16-1953

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

In control: Board of Commissioners

On agenda: 1/22/2019 **Final action:**

Title: Resolution to Modify the Alert Fire Insurance District Map Boundaries

Sponsors:

Indexes:

Code sections:

Attachments: [Jan 22 Alert Fire dist item.pdf](#)
[FIREINS_Alert_ISO_Oct2018a.pdf](#)
[FIREINS_Alert_ISO_Sept2017a.pdf](#)
[RE_\[External\] FW_Alert ISO Map.pdf](#)

Date	Ver.	Action By	Action	Result
1/22/2019	1	Board of Commissioners		

Resolution to Modify the Alert Fire Insurance District Map Boundaries

That the Board of Commissioners adopts a resolution modifying the Alert Fire Insurance District



Legislation Details (With Text)

File #: 16-1877

Type: Regular Item

Status: Agenda Ready

In control: Board of Commissioners

On agenda: 1/22/2019

Final action:

Title: Public Hearing to Consider Text Amendment OA-02-18 to the Wake County Unified Development Ordinance regarding use of Native Plants in Required Landscaping

Sponsors:

Indexes:

Code sections:

Attachments: [Item Summary](#)
[OA-02-18 Presentation 01-22-19.pdf](#)
[Staff Report](#)
[Statement of Consistency Resolution](#)
[Ordinance Amendment Resolution](#)

Date	Ver.	Action By	Action	Result
1/22/2019	1	Board of Commissioners	accepted	

Public Hearing to Consider Text Amendment OA-02-18 to the Wake County Unified Development Ordinance regarding use of Native Plants in Required Landscaping
That the Board of Commissioners:

1. Finds that Text Amendment OA-02-18 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-02-18



Planning, Development & Inspections

TEL (PLANNING) 919 856 6310
TEL (INSPECTIONS) 919 856 6222

A Division of Community Services
P.O. Box 550 • Raleigh, NC 27602
www.wakegov.com

Proposed Ordinance Amendment 02-18

To: Board of County Commissioners

Project Name: Native Plant UDO Amendment

Case Number: OA-02-18

Date: January 22, 2019

Staff: Terry Nolan, Planner III

Purpose:

To amend the Wake County Unified Development Ordinance (UDO) to support use of native plants.

Background:

This initiative was first introduced by the Wake County Open Space and Parks Advisory Committee (OSAPAC). OSAPAC recommended moving the initiative through the Growth, Land Use and Environment (GLUE) committee. The Board of Commissioners expressed their support at the October 8, 2018 work session and on October 15, 2018 they adopted a resolution stating Wake County will review and revise the Wake County Unified Development Ordinance and the Wake County Design Guidelines and Standards ensuring that Wake County projects utilize native plants to the greatest extent possible.

Wake County staff worked with a broad spectrum of professionals and organizations to identify opportunities related to county operations as well as development policies. These professionals and organizations included the NC Botanical Gardens, landscape architects, NC Native Plant Society, landscape nurseries, and landscape contractors. Discussions resulted in a recommendation to replace the outdated list of non-native invasive species located in Appendix A with current references, and to more clearly emphasize the use of native plants when landscaping is required in the UDO.

The proposed amendment reads as follows:

16-10-3 Plant Material, Installation and Maintenance

(B) Plant Materials

(1) Existing Vegetation

Existing vegetation that meets or exceeds applicable screening requirements may be used to satisfy the requirements of this section, provided the bufferyard contains sufficient area surrounding the vegetation to ensure its protection from encroachments that may threaten its continued healthy growth. Due to their effectiveness in immediately

providing a more effective screen, the retention and protection of existing vegetation must be given preference over the installation of new plant materials in the achievement of the required screening. Existing vegetation that is in a healthy condition, meets the minimum planting size requirements, and will meet the required mature plant size must be given credit ~~plant for plant~~ toward meeting the required screening. Existing vegetation must be noninvasive in nature. If invasive plants are found within the buffer, they must be permanently removed through mechanical or herbicidal means. No disposal of these plants (whole plants, clippings, root masses, etc...) may occur within buffers, easements, open space areas, or along rights-of-way. ~~See Appendix A for a USDA list of nonnative invasive species.~~ Invasive species are those identified on the most current lists published by the North Carolina Department of Agriculture & Consumer Services and NC Invasive Plant Council.

(2) Location and Spacing

Plants must be staggered or clustered as necessary to maximize screening objectives and to meet the needs of the particular species of plants for root space, water, light, and circulation.

(3) General Standards

All ~~landscaping~~ required landscape plant materials, inclusive of trees, shrubs and groundcovers, must comply with the American Nurseryman's Standards. Neither nonnative nor invasive plant species may be used for planting in landscaping and bufferyards ~~(see the USDA list of these species).~~ Native species used in replantings are encouraged over ornamentals. All species chosen for planting should be chosen from amongst those species that typically grow in our geographical area, Zone 7. The ~~developer~~ designer is responsible for researching ~~the biological requirements of each proposed~~ species utilized in the plantings and indicate on the plans that the material being used is native to our geographical area.

Additionally, the amendment would delete Appendix A which lists non-native invasive species.

Analysis

General standards for landscape requirements are described in Article 16-10-3(B)(3), and are applied to sections of Article 16 and 18 related to commercial development and signs.

Landscaping requirements in the UDO are limited to the following development situations:

1. Off-Street Parking Areas (16-10-1) that contain 10 or more parking spaces or an area of 3,000 square feet or more. Parking lot perimeter landscaping requirements do not apply to places of worship.
2. Bufferyards (16-10-2) are required with the development of new nonresidential construction, high-density residential, change in land use to a more intensive class of use, or expansion of use.
3. Fences, Walls, and Berms (16-10-3 (C)) must be screened. This does not apply to residential homeowners.
4. Trash Storage Areas (16-11) must be screened with vines or other landscaping.
5. Permanent, Freestanding Signs (18-10), in both residential and nonresidential districts, if it is within 100 feet of road rights-of-way must have landscaping around the base. The amount of landscaping required is based on the size of the sign.

In discussions with landscape architects, nurseries, and contractors, it was the consensus that area nurseries have sufficient stock of native plants to meet the proposed amendments to the UDO. The impact of the proposed change is considered minor because the county has very limited requirements for landscaping that will not impose a hardship on developers. It should be noted that the UDO bufferyard requirement in Article 16 currently does not allow non-native or invasive plants; this provision of the code has been in effect since 2006.

Staff Findings

The proposed amendments:

- 1) Support the Board of Commissioners' goal to promote sustainability efforts throughout the county.
- 2) Fulfills the direction provided by the Board of Commissioners, as stated in their October 15, 2018 resolution supporting increased use of native plants.
- 3) Replace references to non-native invasive species with resources that are regularly updated.

MOTION FOR CONSISTENCY (1ST MOTION)

MOTION IF TEXT AMENDMENT IS CONSISTENT WITH THE LAND USE PLAN AND UDO

In the matter of OA-02-18, I move that the Board of Commissioners adopts the following recommended statement finding that these proposed text amendments are consistent with the Wake County Land Use Plan and Wake County Unified Development Ordinance because:

- 1) The purpose of the Wake County Land Use Plan, and of the Unified Development Ordinance as seen in Article 1-11, is to provide a guide for the physical development of the County, preserve and enhance the overall quality of life of residents, and establish clear and efficient development review procedures. These purposes are advanced by the proposed text amendments' mandate that native plants must be used where plantings are required to meet the UDO's requirements for landscaping and bufferyards in connection with the development of land in Wake County, and by the replacement of the outdated list of non-native invasive plants in Appendix A with references to the most current lists of invasive

plants published by the North Carolina Department of Agriculture & Consumer Services and the North Carolina Invasive Plant Council.

- 2) The proposed text amendments are reasonable and in the public interest because they provide a clear and consistent guide for physical development, and because they were developed in consultation with a broad spectrum of professionals and organizations including the NC Botanical Gardens, NC Native Plant Society, and landscape architects and contractors. In addition, the impact of these proposed changes is minor because the UDO only requires landscaping in limited instances, and the current UDO bufferyard requirements already do not allow non-native or invasive plants to be used in bufferyards.

MOTION FOR APPROVAL (2nd MOTION)

In the matter of OA-02-18, I move that the Board of Commissioners adopts the proposed text amendments as presented.

RESOLUTION ADOPTING A STATEMENT OF CONSISTENCY REGARDING ORDINANCE
AMENDMENT OA-02-18 AMENDING THE WAKE COUNTY UNIFIED DEVELOPMENT ORDINANCE

WHEREAS, pursuant to North Carolina General Statute § 153A-341, prior to adopting or rejecting a zoning text amendment, the governing board is required to adopt a statement as to whether the amendment is consistent with the comprehensive zoning plan and explaining why the board considers the action taken to be reasonable and in the public interest;

WHEREAS, the Wake County Planning Board has reviewed the proposed text amendments to the Wake County Unified Development Ordinance;

WHEREAS, this Board has reviewed and considered the text amendments and has held a public hearing on the proposed text amendments, and this Board desires to adopt a statement describing why the adoption of the proposed text amendments are consistent with the Wake County Land Use Plan and the Wake County Unified Development Ordinance and why the Board considers the proposed text amendments to be reasonable and in the public interest.

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

1. This Board finds and determines that the adoption of text amendment OA-02-18 is consistent with the Wake County Land Use Plan and Wake County Unified Development Ordinance because:
 - a. The purpose of the Wake County Land Use Plan, and of the Unified Development Ordinance as seen in Article 1-11, is to provide a guide for the physical development of the County, preserve and enhance the overall quality of life of residents, and establish clear and efficient development review procedures. These purposes are advanced by the proposed text amendments' mandate that native plants must be used where plantings are required to meet the UDO's requirements for landscaping and bufferyards in connection with the development of land in Wake County, and by the replacement of the outdated list of non-native invasive plants in Appendix A with references to the most current lists of invasive plants published by the North Carolina Department of Agriculture & Consumer Services and the North Carolina Invasive Plant Council.
2. This Board finds and determines that it is reasonable and in the public interest to adopt the proposed text amendment OA-02-18 because:

- a. The proposed text amendments are reasonable and in the public interest because they provide a clear and consistent guide for physical development, and because they were developed in consultation with a broad spectrum of professionals and organizations including the NC Botanical Gardens, NC Native Plant Society, and landscape architects and contractors. In addition, the impact of these proposed changes is minor because the UDO only requires landscaping in limited instances, and the current UDO bufferyard requirements already do not allow non-native or invasive plants to be used in bufferyards.

Adopted this 22nd day of January 2019.

ATTEST:

BOARD OF COMMISSIONERS FOR
THE COUNTY OF WAKE

Denise Hogan, Clerk to the Board

By: _____
Jessica N. Holmes, Chair

APPROVED AS TO FORM:

Scott Warren, County Attorney

RESOLUTION TO AMEND ARTICLE 16 OF THE WAKE COUNTY UNIFIED
DEVELOPMENT ORDINANCE OA-02-18

WHEREAS, the Wake County Unified Development Ordinance guides the physical development of the County, and preserves and enhances the overall quality of life of residents, by mandating the use of native plants where plantings are required to meet the UDO's landscaping requirements; and

WHEREAS, the proposed text amendments will clarify the regulation and provide updated references on native and non-native invasive plants; and

WHEREAS, the Planning Staff recommends approval of the proposed text amendments; and

WHEREAS, on November 7, 2018, the Wake County Planning Board voted unanimously to recommend that the Board of Commissioners approve the proposed text amendments; and

WHEREAS, the Wake County Board of Commissioners held a duly-noticed public hearing on January 22, 2019 to consider amending the Unified Development Ordinance;

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

The proposed text amendments are hereby adopted, and the Unified Development Ordinance is hereby amended as shown in the attached OA-02-18 Ordinance Amendment Summary.

Adopted this 22nd day of January 2019.

ATTEST:

BOARD OF COMMISSIONERS FOR
THE COUNTY OF WAKE

Denise Hogan, Clerk to the Board

By: _____
Jessica N. Holmes, Chair

APPROVED AS TO FORM:

Scott Warren, County Attorney

OA-02-18 Ordinance Amendment Summary

The proposed amendment reads as follows:

16-10-3 Plant Material, Installation and Maintenance

(B) Plant Materials

(1) Existing Vegetation

Existing vegetation that meets or exceeds applicable screening requirements may be used to satisfy the requirements of this section, provided the bufferyard contains sufficient area surrounding the vegetation to ensure its protection from encroachments that may threaten its continued healthy growth. Due to their effectiveness in immediately providing a more effective screen, the retention and protection of existing vegetation must be given preference over the installation of new plant materials in the achievement of the required screening. Existing vegetation that is in a healthy condition, meets the minimum planting size requirements, and will meet the required mature plant size must be given credit ~~plant for plant~~ toward meeting the required screening. Existing vegetation must be noninvasive in nature. If invasive plants are found within the buffer, they must be permanently removed through mechanical or herbicidal means. No disposal of these plants (whole plants, clippings, root masses, etc...) may occur within buffers, easements, open space areas, or along rights-of-way. ~~See Appendix A for a USDA list of nonnative invasive species.~~ Invasive species are those identified on the most current lists published by the North Carolina Department of Agriculture & Consumer Services and NC Invasive Plant Council.

(2) Location and Spacing

Plants must be staggered or clustered as necessary to maximize screening objectives and to meet the needs of the particular species of plants for root space, water, light, and circulation.

(3) General Standards

All ~~landscaping~~ required landscape plant materials, inclusive of trees, shrubs and groundcovers, must comply with the American Nurseryman's Standards. Neither nonnative nor invasive plant species may be used for planting in landscaping and bufferyards ~~(see the USDA list of these species).~~ ~~Native species used in replantings are encouraged over ornamentals. All species chosen for planting should be chosen from amongst those species that typically grow in our geographical area, Zone 7.~~ The developer designer is responsible for researching ~~the biological requirements of each proposed~~ species utilized in the plantings and indicate on the plans that the material being used is native to our geographical area.

Additionally, the amendment would delete Appendix A which lists non-native invasive species



Legislation Details (With Text)

File #: 16-1947

Type: Regular Item

Status: Agenda Ready

In control: Community Services

On agenda: 1/22/2019

Final action:

Title: Public Hearing on ZP-898-18 to Modify a Condition from a Previously Approved Conditional Use Rezoning Case in 2000

Sponsors:

Indexes:

Code sections:

Attachments: [ZP-898-18 BOC Item Summary.pdf](#)
[ZP-898-18 Presentation 01-22-19.pdf](#)
[ZP-898-18 BOC SR.pdf](#)
[ZP-898-18 Ordinance for Consistency Reasonableness Public Interest.pdf](#)
[ZP-898-18 Ordinance for Approval of Rezoning Petition.pdf](#)
[ZP-898-18 Petition Materials.pdf](#)
[Maps.pdf](#)
[Planning Board Minutes Excerpt.pdf](#)

Date	Ver.	Action By	Action	Result
1/22/2019	1	Board of Commissioners	accepted	

Public Hearing on ZP-898-18 to Modify a Condition from a Previously Approved Conditional Use Rezoning Case in 2000

That the Board of Commissioners holds a public hearing to consider rezoning petition ZP-898-18 and:

1. **Adopts the draft statement finding that the requested rezoning to modify a condition from a previously approved (2000) conditional use rezoning case to allow the impervious surface coverage to be increased from 30% to 50%, the existing and proposed continued zoning district for the subject property, the existing and proposed continued uses, and the allowable range of possible uses, would be consistent with the Wake County Land Use Plan's Neighborhood Activity Center designation, and would be reasonable, and appropriate, for the area;**

and by separate motion;

2. **Approves the rezoning request as presented**

ORDINANCE APPROVING A STATEMENT OF LAND USE PLAN CONSISTENCY, REASONABLENESS, AND PUBLIC INTEREST REGARDING A REZONING REQUEST (ZP-898-18) TO MODIFY A CONDITION FROM A PREVIOUSLY APPROVED (2000) CONDITIONAL USE REZONING CASE THAT CURRENTLY LIMITS THE IMPERVIOUS SURFACE COVERAGE ON THE SUBJECT PROPERTY TO 30% BY ALLOWING IT TO BE INCREASED TO 50% IN ORDER TO RESOLVE EXISTING ZONING VIOLATIONS AND TO ALLOW FOR A POSSIBLE FUTURE MODERATE EXPANSION OF USE WITHIN THE VACANT 20% OF THE EXISTING BUILDING.

WHEREAS, the request is to modify a previously approved condition to increase the impervious surface limit from 30% to 50% of the lot area for the property located at 3252 Auburn Knightdale Road (PIN 1741275282); and

WHEREAS, the requested condition modification is needed to resolve existing zoning violations and to allow for a possible moderate expansion of use within the vacant 20% of the existing building; and

WHEREAS, all other previously approved rezoning conditions will be unchanged and will remain valid and in effect; and

WHEREAS, the requested condition modification, the existing and proposed continued zoning district, the existing and proposed continued uses, and the allowable range of possible uses, are consistent with the Wake County Land Use Plan's Neighborhood Activity Center designation, and would be reasonable, and appropriate, for the area; and

WHEREAS, the requested rezoning is consistent with the Neighborhood Activity Center allowance for small-scale urban land uses that are served by major thoroughfares and municipal water and sewer; and

WHEREAS, the requested rezoning is consistent with two of the stated goals of the Land Use Plan, more specifically:

- i. Goal # 2--To encourage growth close to municipalities, to take advantage of existing and planned infrastructure, such as transportation, water and sewer facilities;
- ii. Goal # 3--To encourage the development of communities which provide for adequate land for anticipated demands, in a pattern which allows a mixture of uses; and

WHEREAS, the requested rezoning is reasonable, and in the public interest, because it would allow for resolution of existing zoning violations and a possible moderate expansion of use within the vacant 20% of the existing building, and continued provision of these convenience store services, gas sales and ATM to which the community has become accustomed; and

WHEREAS, the requested rezoning is reasonable and in the public interest because a new site plan review will be required to resolve the existing zoning violations or to allow for an expansion of use within the vacant portion of the building; and

WHEREAS, various provisions in the Wake County Unified Development Ordinance and the established development review process with outside agencies such as the North Carolina Department of Transportation and other county departments, will ensure that there are no significant adverse impacts on the public health, safety and general welfare, for example, stormwater management; and

WHEREAS, the planning staff recommends that the requested rezoning, as presented, is consistent with the Land Use Plan, reasonable, and otherwise advances the public health, safety, and general welfare as outlined in the draft statement; and

WHEREAS, on December 5, 2018, the Wake County Planning Board voted 7-0 to recommend to the Board of Commissioners that the proposed zoning map amendment, as presented, is consistent with the Land Use Plan, reasonable, and in the public interest as further described in the minutes of their meeting; and

WHEREAS, the Wake County Board of Commissioners held a duly-noticed public hearing on January 22, 2019 to consider adopting the staff's draft statement of consistency, reasonableness, and public interest regarding the requested zoning map amendment.

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

SECTION I

The requested rezoning, is found to be consistent with the Land Use Plan, reasonable, and in the public interest, and otherwise promotes the public health, safety and general welfare, as outlined in the draft statement.

SECTION II

This statement of consistency, reasonableness, and public interest, is hereby adopted.

Commissioner _____ made a motion that the above ordinance be adopted. Commissioner _____ seconded the motion, and upon vote, the motion carried this 22nd day of January 2019.

This Instrument Approved as to Form

Wake County Attorney

Date

ORDINANCE APPROVING A REZONING REQUEST (ZP-898-18) (ZP-898-18) TO MODIFY A CONDITION FROM A PREVIOUSLY APPROVED (2000) CONDITIONAL USE REZONING CASE THAT CURRENTLY LIMITS THE IMPERVIOUS SURFACE COVERAGE ON THE SUBJECT PROPERTY TO 30% BY ALLOWING IT TO BE INCREASED TO 50% IN ORDER TO RESOLVE EXISTING ZONING VIOLATIONS AND TO ALLOW FOR A POSSIBLE FUTURE MODERATE EXPANSION OF USE WITHIN THE VACANT 20% OF THE EXISTING BUILDING.

WHEREAS, this request, to modify a previously approved rezoning condition that limited the impervious surface coverage to 30% of the lot area by increasing it to 50%, is needed to resolve existing zoning violations and to allow for a possible moderate expansion of use within the vacant 20% of the existing building; and

WHEREAS, all other previously approved rezoning conditions will be unchanged and will remain valid and in effect; and

WHEREAS, the existing and proposed continued zoning district, the existing and proposed continued uses, and the allowable range of possible uses, are consistent with the Wake County Land Use Plan's Neighborhood Activity Center designation, and would be reasonable, and appropriate, for the area; and

WHEREAS, the Neighborhood Activity Center allows for small-scale urban land uses that are served by major thoroughfares and municipal water and sewer, and the previously approved rezoning complies with two stated goals of the Land Use Plan; and

WHEREAS, there are no environmentally sensitive features on, or near, the subject property, and there is no indication of previous stormwater issues on the subject property; and

WHEREAS, resolution of the site plan errors that necessitate the requested increase in impervious surface coverage will require the review and approval of a new site plan (as would any moderate expansion of use within the vacant 20% of the existing building) to ensure compliance with all applicable current standards with regards to, for example, stormwater management, which will ensure protection of the public health, safety and general welfare; and

WHEREAS, there are no traffic issues (e.g.—high traffic volume, high number of accidents) on the adjacent roadways, and the modification of the previously approved rezoning condition is not anticipated to generate any significant new traffic to the site; and

WHEREAS, the City of Raleigh's planning staff had no objection to the request to modify the previously approved rezoning condition to increase the allowable impervious surface limit to 50% and indicated that the uses are consistent with the City's Future Land Use Map; and

WHEREAS, the Wake County Planning staff has received no objections from the surrounding property owners or the general public; and

WHEREAS, on December 5, 2018, the Wake County Planning Board voted 7-0 to recommend that the Board of Commissioners approve the proposed zoning map amendment as presented; and

WHEREAS, the Wake County Board of Commissioners held a duly-noticed public hearing on January 22, 2019 to consider amending the zoning map by approving the requested modification of a previously approved rezoning condition to allow the impervious surface coverage on the subject property to be increased from 30% to 50% of the lot area.

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

SECTION I

The proposed rezoning, is found to be consistent with the Land Use Plan, reasonable, and otherwise promotes the public health, safety and general welfare, therefore, the Wake County Zoning Map is hereby amended to modify a previously approved rezoning condition to allow the impervious surface coverage on the subject property to be increased from 30% to 50%;

SECTION II

This ordinance to amend the Wake County Zoning Map as petitioned shall become effective upon adoption.

Commissioner _____ made a motion that the above ordinance be adopted. Commissioner _____ seconded the motion, and upon vote, the motion carried this 22nd day of January 2019.

This Instrument Approved as to Form

Wake County Attorney

Date



Legislation Details (With Text)

File #: 16-1949
Type: Regular Item
Status: Agenda Ready
In control: Housing & Community Revitalization
On agenda: 1/22/2019
Final action:
Title: Public Hearing and Resolution Approving the Submission of an Application by Passage Home for Community Services Block Grant Fund Designation
Sponsors:
Indexes:
Code sections:
Attachments: [Item Summary](#)
[Passage Home Presentation 01-22-19.pdf](#)
[Resolution](#)
[Passage Home CSBG Documentation of Submission to County Commissioners.pdf](#)
[Passage Home FY2019-20 CSBG Grant Application.pdf](#)

Date	Ver.	Action By	Action	Result
1/22/2019	1	Board of Commissioners	accepted	

Public Hearing and Resolution Approving the Submission of an Application by Passage Home for Community Services Block Grant Fund Designation

That the Board of Commissioners:

1. Holds a public hearing to receive comments from interested parties on Passage Home Designation as a Community Services Block Grant Recipient; and
2. Approves a Resolution for the Submission of an Application for Community Services Block Grant Fund Designation by Passage Home

RESOLUTION

RESOLUTION of the Wake County Board of County Commissioners

APPROVING THE SUBMISSION OF APPLICATION FOR GRANT FUNDS FOR
COMMUNITY SERVICES BLOCK GRANT TO NC OFFICE OF ECONOMIC OPPORTUNITY

WHEREAS, the Federal Government has provided Community Services Block Grant funding to the state of North Carolina: and

WHEREAS, the NC Office of Economic Opportunity has been delegated the responsibility for

The administration of this grant program, establishing necessary procedures: and

WHEREAS, Wake County is eligible to receive an allotment of funds to support the low income

Citizens of this county: and

WHEREAS, Passage Home will enter into an agreement with the NC Office of Economic Opportunity to carry out the program

NOW, THEREFORE, BE IT RESOLVED that the Wake County Board of Commissioners

1. Certifies that County Commissioners will support Passage Home through Representation on the agency's Board of Directors.
2. Approves the filling of a funding application by Passage Home.

Approved and adopted the ____ day of _____, I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by Wake County Board of Commissioners.

Following Roll Call Vote:	Ayes:	_____
	Nos:	_____
	Absent:	_____

Clerk/Secretary for the Governing Board

OFFICE of
ECONOMIC OPPORTUNITY

Community Services Block Grant [CSBG]
Documentation of Submission to County Commissioners

Background: The North Carolina Administrative Code [10A NCAC 97C.0111 (b)(1)(A)] requires that each CSBG grant recipient submit its Community Anti-Poverty Plan [grant application] to each County Commissioner Board that it serves.

Instructions: This form is to be completed and notarized by the Clerk to the Board.

Agency Name: _____

County: _____

Date of Application Submission: _____

[Note: This application should be submitted to the County Commissioners at least thirty [30] days prior to application submission to the Office of Economic Opportunity [OEO]. The grant application is due to OEO **February 15, 2019**.

Clerk to the Board should initial all items below.

_____ The agency submitted a complete grant application for Commissioner review.

_____ The Clerk to the Board will be responsible for assuring that the application is distributed to the Commissioners.

_____ Commissioners' comments provided those to the agency. (If applicable)

Clerk to the Board

Date

Notary

Date



Legislation Details (With Text)

File #: 16-1942

Type: Regular Item

Status: Agenda Ready

In control: Board of Commissioners

On agenda: 1/22/2019

Final action:

Title: Public Hearing and Consideration of Business Development Grant Agreement for Advance Auto Parts, Inc.

Sponsors:

Indexes:

Code sections:

Attachments: [AdvanceAutoAgendaItemDraftJanuary222019.pdf](#)
[Advance Auto Parts Presentation 01-22-19.pdf](#)
[Advance Auto Parts - Wake County Grant Agreement.pdf](#)
[WakeCountyEconomicDevelopmentPolicyOctober2018Final.pdf](#)

Date	Ver.	Action By	Action	Result
1/22/2019	1	Board of Commissioners	accepted	

Public Hearing and Consideration of Business Development Grant Agreement for Advance Auto Parts, Inc.

That the Board of Commissioners holds a public hearing and approves a Business Development Grant Agreement with Advance Auto Parts Inc., subject to the terms and conditions acceptable to the County Attorney

WAKE COUNTY

BUSINESS DEVELOPMENT GRANT AGREEMENT

This Business Development Grant Agreement (the “Agreement”) is made and entered into as of the ____ day of _____, 2019 by and between Advance Stores Company, Incorporated, a business corporation incorporated in the state of Virginia and authorized to transact business in the State of North Carolina, on behalf of itself and Advance Auto Parts, Inc., Advance Auto Business Support, LLC, E-Advance, LLC, Crossroads Global Trading Corp., AAP Financial Services, Inc., Advance e-Service Solutions, Inc., and WORLDPAK, Inc., and its and their Affiliates (as defined below) (collectively the “Company”) and WAKE COUNTY, North Carolina, a body politic and corporate and political subdivision of the State of North Carolina (the “County”). The County and Company may from time to time be referred to in this Agreement individually as a “Party” and collectively as the “Parties.”

WITNESSETH:

WHEREAS, the Local Development Act of 1925, as amended, (Article 1 of Chapter 158 of the North Carolina General Statutes) grants counties the authority to make appropriations for the purposes of aiding and encouraging the location or expansion of certain business enterprises in the county or for other purposes which the county’s governing body finds, in its discretion, will increase the population, taxable property base and business prospects of the county;

WHEREAS, N.C. Gen. Stat. § 158-7.1(b) lists specific economic development activities which a county may undertake, which list is not exclusive;

WHEREAS, the Company has been in discussions with the State of North Carolina (the “State”), and with the County, to explore the possibility of expanding the Company’s business operations in the County to include a wide range of customary public company headquarters functions and activities and the designation of Raleigh, North Carolina as the Company’s physical corporate headquarters (the “Project”);

WHEREAS, on September 17, 2018, the Board of Commissioners of the County met in closed session regarding the Company and its location possibilities and determined that (i) the Project would tend to increase the population, taxable property base and business prospects of the County, (ii) a business development grant in an amount determined and payable in accordance with this Agreement (the “Grant”) would encourage the Company to locate and provide jobs in the County, and (iii) it would be in the public interest to provide assistance as authorized by N.C. Gen. Stat. § 158-7.1, and approved the negotiation of a business development grant agreement for the Project;

WHEREAS, the Company has decided to locate the Project within the County; and

WHEREAS, the State of North Carolina (the “State”) has awarded the Company a Job Development and Investment Grant (“2018 JDIG”);

WHEREAS, the Company has decided to hire no fewer new employees than required per the terms of the Company’s 2018 JDIG at average wages at no less than 100% of the County

average no later than December 31, 2022 and invest or cause to be invested no less than \$5,470,000.00 for acquisitions of tangible personal property and improvements to real estate in the County related to the Project no later than December 31, 2019;

WHEREAS, N.C. Gen. Stat. § 153A-449 authorizes the County to contract with and appropriate money to any person, association, or company in order to carry out the public purpose in which the County is authorized by law to engage;

WHEREAS, the Board of Commissioners of the County found that the consideration that the County will receive, based on prospective tax revenues to be generated over a five-year period due to investment in the Project, will exceed the amount of the Grant offered in this Agreement; and

WHEREAS, the Board of Commissioners of the County, following a public hearing on January 22, 2019 approved the issuance of a Grant to the Company for the Project on the terms of this Agreement.

NOW, THEREFORE, in consideration of the reasons recited above, and the mutual covenants and obligations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Real Estate Improvements and Machinery, Equipment, Furniture and Fixture Acquisition. The Company shall purchase and/or make or cause to be made improvements at the two (2) sites chosen for the Project in Wake County, North Carolina, (collectively, the “Property”) and shall, upon request, produce documentation for improvements which have been made to the Property and receipts showing proof of construction upfit, acquisitions of machinery, equipment, furniture and fixtures by the Company for use at the sites of the Project. The Property shall be improved in accordance with the following:

(a) All construction undertaken, or caused to be undertaken, shall be or has been designed, constructed, and completed in accordance with applicable standards established by federal, State, local, and County regulations and laws; and

(b) The County shall not be responsible for any aspect of the design or construction of the premises.

2. Performance by the Company. This Agreement and the expenditure of County funds under this Agreement is expressly contingent upon the Company achieving the performance requirements within the time periods set forth below:

(a) Investment in Real Estate Improvements and Tangible Personal Property. The Company shall make, or cause to be made, investments for improvements to real estate and for acquisitions of tangible personal property (collectively, the “Investments”) in the County in connection with the Project which shall total at least \$5,400,000.00 on or before December 31, 2019.

(b) Employment. For the purpose of meeting the requirement of this Grant, the Company shall have created in each year of the Grant at least 25 new jobs with wages totaling

100% of Wake County's then average wage. Telecommuting positions shall not be counted towards the employment requirement set forth in this section.

The Parties agree that for purposes of calculating the "annual wage" of an employee of the Company "wage" shall have the meaning it has for purposes of the North Carolina Department of Commerce's Finance Center's calculation of "average annual wage" and that such meaning is the gross wage subject to reporting to the Division of Employment Security of the North Carolina Department of Commerce.

The Parties agree that the term "new employee" as used in this Agreement means a full-time employee who represents a net increase in the aggregate number of employees employed by the Company in the County in connection with the Project. A full-time employee is a person who is employed by the Company for at least thirty-five (35) hours per week and whose wages are subject to withholding. The Company shall be at a minimum compliant with the terms of its 2018 JDIG at average annual wages of the new jobs set forth therein. The Company agrees to include residents of the County in recruiting for open positions associated with the Project.

(c) Payment of Taxes by Company. The County tax assessor's office must confirm that the Company has paid, in full, the annual ad valorem taxes assessed on the Investments in the Project.

3. Documentation from the Company. In connection with each request for reimbursement, the Company shall deliver to the County Manager a performance letter by _____ of each Grant Year, in substantially the form of the attached Exhibit A (the "Performance Letter"), certifying that (1) the Company has taken the actions described in Section 2(a), (b), and (c) of this Agreement, (2) as of the date of the Performance Letter, the Investments for which the request is made have been completed, and (3) the Company qualifies for Jobs Development Incentive Grant program monies in such Grant Year. If the Company does not meet all of the conditions required to be certified in the Performance Letter, the Company shall not qualify for a grant payment from Wake County for that calendar year. Upon the request of the County Manager, the Company shall present to the County such evidence as may be reasonably requested to confirm the facts in the Performance Letter. To the full extent allowed by law, such requested evidence shall be kept confidential by the County and shall remain the property of the Company to be returned after the County's review.

It is agreed that the County, through its auditors, shall have the right upon reasonable notice and during normal business hours, to inspect and audit the Company's records pertaining to Investments and Employment with respect to the Project; but such audit rights shall be limited to audits required to verify Investments and Employment which are a requirement of this Grant. All records revealed by the Company to the County's auditors shall remain confidential and may be used by the County only for audit purposes to the full extent allowed by law. If the Company does not meet all of the conditions required to be certified in the Performance Letter, the Company shall not qualify for a cash Grant from the County for that Grant Year.

The Company acknowledges that it has been informed by the County that the County is required by law, upon request, to disclose "Public Records" as that term is defined by N.C. Gen. Stat. §132-1. Notwithstanding the immediately preceding sentence, the County acknowledges

that some or all of the information made available by the Company to the County pursuant to this Agreement may be exempt from disclosure as a "Public Record" pursuant to N.C. Gen. Stat. §§ 132-1.2 and/or 132-6(d), and that all such information may be proprietary. Some or all of the information made available to the County pursuant to this Agreement may be designated by the Company as confidential and as a trade secret at the time of disclosure to the County. The County, to the fullest extent allowed by state law, will hold such designated information as confidential. The County shall, if it receives a request for disclosure of any such information, promptly notify the Company in writing of such request so that the Company may defend any claims or disputes arising from efforts of others to cause such trade secrets to be disclosed as a Public Record, and the County shall refrain from making any such disclosures unless or until it (i) receives the Company's written permission to do so; or (ii) is compelled to do so by the final order of a court of competent jurisdiction. The Company shall have the right to direct any litigation of such dispute and shall indemnify the County for any reasonable legal fees and expenses incurred by the County in opposing such request for disclosure. The Company acknowledges that the County has met the disclosure requirements set forth in N.C. Gen. Stat. § 132-1.11(b).

4. Payment of Grant.

(a) Upon the terms and conditions herein, the County agrees to provide an incentive to the Company as more specifically set forth in Section 4(c). The cash Grants shall be paid each calendar year (each, a "Grant Year") beginning the year following the year the Investments have been made in full and continue for a period of five (5) consecutive years (the "Grant Period").

(b) The cash Grants shall begin in the Grant Year after the Investments in the Project are made by the Company. The exact date of payments for each Grant Year shall be made within ninety (90) days of the Company's delivery of the Performance Letter. For clarity, the first (1st) cash Grant is expected to be paid in 2020 for Grant Years 2018 and 2019 and the fifth (5th) cash Grant is expected to be made in 2024.

(c) The amount of the cash Grants to be paid by the County to the Company shall be fifty (50%) of the ad valorem taxes levied against the assessed value of the Investments as of January 1 of the preceding calendar year, as verified by the County tax assessor. In no event shall the cash Grant paid by the County in any Grant Year exceed the amount of ad valorem taxes actually paid in the preceding Grant Year for Investments in connection with the Project. The Parties agree that any payment of ad valorem tax made before January 6 following the due date of the tax shall be deemed to have been paid in the year the tax was due. In no event shall a cash Grant be made in any Grant Year if the Company has outstanding ad valorem tax liability to the County for any preceding Grant Year.

(d) Cash Grants are to be made directly to the Company and mailed directly to 2635 E. Millbrook Road, Raleigh, North Carolina 27604, Attention: Chief Financial Officer, or at such other address as shall be provided by the Company to the County in writing.

(e) In the event that all Grant requirements outlined in Section 2 and Section 3 of this Agreement are not met by Company for any Grant Year, then the County shall have no responsibility for all or any part of the Grant for that Grant Year, and Company or its Affiliates shall have no interest in or entitlement to the Grant for that Grant Year; provided, however, such

failure shall not relieve the County's responsibility for payment of a cash Grant in subsequent Grant Years subject to the Company meeting the Grant requirements in any such subsequent Grant Year. The Company shall be entitled to a thirty (30) day cure period for the strict purpose of submitting its Performance Letter in any Grant Year. For the purpose of this Agreement, an Affiliate means the Company or any other entity that directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the Company.

5. State and Local Incentives. This Agreement is expressly contingent on the Company's ability to qualify for matching funds from the State of North Carolina's part of the JDIG program. Company shall not qualify for cash Grant in any years of the Grant Period in the event that in such year the Company does not qualify for the JDIG program monies. This contingency only applies in those years when matching funds are available to the Company from the JDIG program.

6. Amendments to Agreement. This Agreement may be modified or amended only with the mutual written consent of the Parties.

7. Parties. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their heirs and successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

8. Entire Agreement. This Agreement contains the entire agreement of the Parties and there are no other representations, inducements, or other provisions other than those expressed in this writing. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument. It is specifically understood and agreed that the Company will be subject to applicable County ordinances, and other regulations.

9. Laws of North Carolina to Control This Agreement. The Parties agree that this Agreement is to be controlled by the laws of the State of North Carolina.

10. Jurisdiction and Venue. Any controversy or claim arising out of this Agreement shall be settled by an action initiated in the appropriate division of the General Court of Justice in Wake County, North Carolina.

11. Termination. Except as otherwise provided herein, this Agreement shall terminate on December 31st of the last Grant Year in which the County makes a cash Grant to the Company under this Agreement.

12. Assignment. With the approval of the County Board of Commissioners, the Company may assign all or part of its rights, benefits, and/or obligations under this Agreement to one or more Affiliates designated by the Company; provided that no such assignments shall relieve the Company of its obligations or Company specific performance requirements under this Agreement which are a condition of the Grant.

13. Notices. All notices to the Company under this Agreement shall be in writing either in person, by certified or registered mail, return receipt requested and postage prepaid, or by recognized overnight courier service, and addressed to the Company at the address set forth in the

Section 4(d) above, with a copy to 5008 Airport Road, Roanoke, Virginia 24012, Attention: General Counsel.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

ATTEST:

WAKE COUNTY

Denise Hogan
County Clerk

By: _____
Jessica Holmes, Chair
Wake County Board of Commissions

Approved As to Form:

Scott Warren
Wake County Attorney

Advance Stores Company, Incorporated

By: _____
[NAME]
[TITLE]

Attested to:

By: _____
[NAME]
[TITLE]

Exhibit A

[Advance Stores Company, Incorporated Letterhead]

[date]

County Manager
Wake County
P. O. Box 550
Raleigh, NC 27602

Business Development Grant Agreement dated [], 20__ : Performance Letter

Dear Sir/Madam:

Section 3 of the Business Development Grant Agreement between Wake County and Advance Stores Company, Incorporated dated [], 20__ (the “Agreement”) requires the Company to deliver a Performance Letter to the County Manager in connection with each request for reimbursement of the ad valorem taxes assessed on the Investments that the Company makes in the Project described in the Agreement.

(Terms used in this letter have the meanings that such terms have in the Agreement.) The Company hereby certifies that:

1. The Company made investments for improvements to real estate and for acquisitions of tangible personal property in the County in connection with the Project totaling at least \$5,400,000 on or before December 31, 2019 in accordance with Section 2(a) of the Agreement;
2. The Company has paid in full its ad valorem taxes to the County for tax year ____;
and
3. The Company has created at least 25 new jobs in Wake County each at an average wage at least equal to 100% of Wake County’s average wage; and the Company qualifies for a JDIG award for the Grant Year.

The Company respectfully requests reimbursement in the amount of \$_____ in accordance with Section 4 of the Agreement.

Sincerely yours,

[name] [title]

Wake County Business Development Grant Policy

Approved January 3, 2005

Amended October 17, 2005

Amended April 1, 2013

Amended May 2, 2016

Updated October 1, 2018

Policy Objective

Support the development of an economic environment that attracts or encourages new investment, creates new jobs, and results in a diverse tax base.

Eligible Projects

A company ("economic development projects") may be eligible for a Business Development Grant if they meet both a new investment threshold and new jobs threshold. Special consideration may be provided for corporate, regional, or divisional headquarters projects for Fortune 500 companies and large international companies.

New Investment Threshold

New or existing companies may be eligible for a Business Development Grant for new investments, which exceed the minimum thresholds as outlined below. New investment is defined as "improvements to real estate, machinery, equipment, and other business personal property." The value of land is not included in the calculation of new investment. New investment must exceed the minimum threshold in assessed valuation, as determined by the Wake County Revenue Administrator.

New Jobs Threshold

New or existing companies may be eligible for a Business Development Grant when the investment threshold is met and new jobs are created as outlined below. New jobs are defined as a new increase in the company's number of full-time Wake County employees. A full-time employee is defined as a person who is employed by the company working at least 35 hours per week, and whose wages are subject to withholding. The average wage for new jobs must pay 120% of the average wage for Wake County, as defined by the North Carolina Department of Commerce Finance Center. When a NC Department of Commerce (NCDOC) grant is part of the overall incentive package, the number of new jobs and salary levels required by the county will be the same as the NCDOC requirements unless the company qualifies for special consideration under the Tier 1 or "super jobs provision" of this policy. In that case, at least 250 jobs must be created at 200% of the average wage for Wake County, as defined by the North Carolina Department of Commerce Finance Center. Salary and employment documentation provided to the NCDOC, North Carolina Employer's Tax and Wage Reports, or other information as determined by the Wake County Finance Department will serve as Wake County documentation of job creation and a NCDOC determination of non-performance will also be considered as non-performance for Wake County.

Thresholds

	Investment Minimum	Jobs Minimum	Avg. Salary Minimum	Incentive Percentage	Max Years
Tier 1 (Super Jobs)	\$50 million	250	200%	50% new tax growth	8 years
Tier 2	\$100 million	50	120%	50% new tax growth	8 years
Tier 3	\$75 million	50	120%	42.5% new tax growth	5 years
Tier 4	\$50 million	50	120%	35% new tax growth	5 years
Tier 5	\$25 million	50	120%	30% new tax growth	5 years

State Match

New or existing companies may be eligible for a Business Development Grant when the state incentive requires local government participation and when the investment and jobs thresholds exceed the minimum as outlined below.

	Investment Minimum	Jobs Minimum	Avg. Salary Minimum	Incentive Percentage	Max Years
State Match	\$5 million	25	100%	35% new tax growth	5 years

Vulnerable Communities

New or existing companies may be eligible for a Business Development Grant when locating or expanding in a designated Targeted Growth Area/Vulnerable Community when investment and job creation thresholds exceed the minimum outlined below.

	Investment Minimum	Jobs Minimum	Avg. Salary Minimum	Incentive Percentage	Max Years
Targeted Growth Area/Vulnerable Communities	\$2 million	20	Wake County Living Wage	35% new tax growth	5 years

Policy Guidelines

1. Business Development Grants will be considered for companies meeting the new investment and new job thresholds. The Board of Commissioners is not obligated to make any grants.
2. All projects will be considered on a case-by-case basis. The County will consider a number of factors (in addition to level of new investment and number of new jobs) when determining approval of a Business Development Grant, including:
 - a. Type of business, relative to current tax base
 - b. Types of new jobs
 - c. Reputation of company
 - d. The presence of competition for the projects
3. The amount of the grant payment to be paid by the County shall be consistent with the investment and jobs minimum as established in the grant agreement. In no event shall the grant amount exceed the amount of ad valorem taxes paid by the company on the new investment in that calendar year.
4. The county will require that the assessed value of new investment is confirmed by the Wake County Revenue Administrator and that all property taxes are paid prior to providing a grant payment.
5. For projects/companies considering locating (or expanding) in one of the municipalities within Wake County, the county's participation in a Business Development Grant is contingent on participation by the municipality.
6. All grant agreements are subject to performance criteria that will be outlined in detail in a Business Development Grant contract between the company and the County approved in an open meeting of the Wake County Commissioners. The contract will outline that grant payments are contingent on achievement of performance criteria during each year of the grant.
7. Funding for approved grant agreements will be planned for as part of the County Community Improvement Plan (CIP).



Legislation Details (With Text)

File #: 16-1929
Type: Consent Item
Status: Agenda Ready
In control: Board of Commissioners
On agenda: 1/22/2019
Final action:
Title: Funding Agreement with the Town of Fuquay-Varina for the Depot Trail Greenway
Sponsors:
Indexes:
Code sections:
Attachments: [Agenda Item Greenway FA Fuquay 2019 01 07.pdf](#)
[Depot Trail Greenway Presentation.pdf](#)
[CLEAN Fuquay Varina Greenway Funding Agreement Draft 5.23.18 .pdf](#)
[CIP Budget Memo - FY 2019 County Capital Fund - Open Space.pdf](#)

Date	Ver.	Action By	Action	Result
1/22/2019	1	Board of Commissioners	accepted	

Funding Agreement with the Town of Fuquay-Varina for the Depot Trail Greenway
That the Board of Commissioners:

- 1. Appropriates \$257,432 of Open Space Funding; and**
- 2. Authorizes the County Manager to execute a Funding Agreement between Wake County and the Town of Fuquay-Varina for the Depot Trail Greenway, subject to terms and conditions acceptable to the County Attorney**

STATE OF NORTH CAROLINA
COUNTY OF WAKE

**FUNDING AGREEMENT for
DEPOT TRAIL 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 FUQUAY-VARINA, a North Carolina municipal corporation ("Town") (together referred to as the "Parties").

PRELIMINARY STATEMENT

WHEREAS, the Town has planned and is currently developing the Depot Trail Greenway Project, specifically the section between the Town's Old Honeycutt Park and the existing greenway trail in the South Lakes 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 September 18, 2017, the Wake County Board of Commissioners authorized a funding commitment to the Town in the amount of \$ 257,432 to be paid out of the funding approved as part of the Open Space element of the Capital Improvement Fund Project Ordinance for FY 2018 and used for the Project subject to the terms and conditions herein; and

WHEREAS, the Town will develop the Project and for this purpose has accepted the County's funding commitment in the amount of \$257,432 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 Fuquay-Varina, Wake County, North Carolina. The purpose of the Project is to connect Old Honeycutt Park and existing greenway in the South Lakes subdivision. The Greenway Project shall cover approximately .35 mile of trail with a 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 is 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. 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 V and Exhibit C.
- C. 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 the Town Attorney or outside counsel, as necessary and appropriate; recordation expenses.
- D. Acquisitions and easements acquired by the Town will be in the name of the Town of Fuquay-Varina 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 the Town shall be responsible for expenses associated with any disputes that may arise.
- E. The Town shall be responsible for all phases of design, construction and construction management of the Greenway Project. The Town shall provide to the County the plan designs at the 30%, 60%, 90%, and 100% stages. 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 shall be provided to the County for the sole purpose of reviewing compliance with this Agreement prior to start of construction.

- F. 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.
- G. The 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.
- H. 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.
- I. 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.
- J. The County and the 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 \$257,432.
- K. The Town shall install appropriate signage, either during construction or permanent 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.
- L. To the extent permitted by law, 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 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 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 Two Hundred Forty-Seven Thousand, Five Hundred Thirty-Two and no/100s Dollars (\$257,432.00) to the Town ("County Funding Commitment") to be paid out of the Open Space element of the Capital Improvement Fund Project Ordinance for FY 2018 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. If requested by the Town, the County agrees to provide additional documentation to evidence the County's Funding Commitment as outlined herein for the purpose of the Town financing the Greenway Project. This includes, but is not limited to, providing a written affirmation of the 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. The 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 the 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 Fuquay-Varina Board of 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. The 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 One million, Twenty-Nine Thousand Seven Hundred Twenty-Five Dollars and no/1.00s (\$1,029,725.00) as set forth in Exhibit C attached hereto. The anticipated sources of funding are as follows:

Wake County Funding Commitment	\$257,432
Town of Fuquay-Varina	\$892,568
TOTAL	\$1,150,000

- B. The County Funding Commitment shall be delivered to Town as follows:

1. Design and permitting of the project is eligible for reimbursement up to twenty-five percent (25%) of the County Funding Commitment. Construction of the project is eligible for reimbursement up to seventy-five percent (75%) of the County Funding Commitment.
2. Following commencement of design / construction, the Town shall pay its general contractor each month, based upon Greenway Project work completed. The Town shall, at agreed upon substantial milestones, but no more frequently than monthly, prepare and submit to the County a reimbursement invoice equal to the Town's payment of design and/or construction costs for the Project up to the agreed upon milestone. Invoices shall be paid to the Town within 30 days of receipt by the County.
3. A copy of the designer's or contractor's request 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 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 the Town deviates significantly from the construction documents in any manner that materially affects the Project without the written approval of the County. 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 the County to the Town under this Funding Agreement due to nonfulfillment 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. The Town represents that this Greenway Project shall not require the on-going support of the County's general operating funds. Nothing herein shall obligate the 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 the Town is an independent contractor, and that nothing in this Agreement is intended, and nothing will be construed, to create any form of partnership or joint venture relationship between the Town 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, the Town shall remain the sole owner of the Greenway Project property, including all land, structures, and equipment. The 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

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

The Town shall not assign this Agreement, either in whole or in part, without the prior written approval of the County. The 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 the 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 the Town, as the case may be, at the following addresses:

If to the County: Mr. Chris Snow, Parks Recreation and Open Space Director
Deliver to: 337 S. Salisbury Street, Tenth Floor
Mail to: PO Box 550
Raleigh, North Carolina 27602
Tel: (919) 856-6677
E-mail: csnow@wakegov.com

If to Town: Mr. Adam G. Mitchell, Town Manager
401 Old Honeycutt Road
Fuquay-Varina, NC 27526
Tel: (919) 552-1401
E-mail: amitchell@fuquay-varina.org

- 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, the 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.

COUNTY OF WAKE, NORTH CAROLINA

Jessica 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.

Finance Director

Frank Cope
Community Services Director

TOWN OF GARNER

ATTEST:

Adam Mitchell
Town Manager

Rose Rich
Town Clerk

SEAL

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

Carla Morgan
Finance Director

Approved as to form:

James Adcock
Town Attorney



**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.*

Fund: County Capital			Element: Open Space	
REVENUE CATEGORY (SOURCE OF FUNDS)				
Date	Description of Revision or Adjustment	Type	Amount	Balance
June 30, 2018	Prior Project Appropriation	Miscellaneous	13,888,538.12	13,888,538.12
July 1, 2018	FY 2019 Adopted County Capital Budget	Miscellaneous	500,000.00	14,388,538.12
July 23, 2018	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	Open Space Unallocated Funds	360,000.00	14,748,538.12
August 6, 2018	Appropriate \$760,000 of Open Space Funds for the acquisition of 37.389 acres of open space in Marks Creek from members of the Watson Family	Open Space Unallocated Funds	760,000.00	15,508,538.12
September 17, 2018	Appropriate \$170,000 of Open Space Funds for the design of Procter Farm Preserve	Open Space Unallocated Funds	170,000.00	15,678,538.12
September 10, 2018	Close completed projects 068G Sonya Tongue Property, 072G Shugart Property, 086G Moore Open Space, and 999G Open Space Bond revenue	Miscellaneous	(1,926,286.22)	13,752,251.90
December 17, 2018	Close completed projects (TOW Loan Repayment and Ray Farms Little River)	Miscellaneous	(340,842.00)	13,411,409.90
January 22, 2019	Proposed: Appropriate \$247,432 of Open Space Funding for the Depot Trail Greenway	Open Space Unallocated Funds	257,432.00	13,668,841.90
EXPENDITURES (USE OF FUNDS)				
Date	Description of Revision or Adjustment	Division	Amount	Balance
June 30, 2018	Prior Project Appropriation	Open Space	13,888,538.12	13,888,538.12
July 1, 2018	FY 2019 Adopted County Capital Budget	Open Space	500,000.00	14,388,538
July 23, 2018	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	Open Space	360,000.00	14,748,538
August 6, 2018	Appropriate \$760,000 of Open Space Funds for the acquisition of 37.389 acres of open space in Marks Creek from members of the Watson Family	Open Space	760,000.00	15,508,538
September 17, 2018	Appropriate \$170,000 of Open Space Funds for the design of Procter Farm Preserve	Open Space	170,000.00	15,678,538

September 10, 2018	Close completed projects 068G Sonya Tongue Property, 072G Shugart Property, 086G Moore Open Space, and 999G Open Space Bond revenue	Open Space	(1,926,286.22)	13,752,252
December 17, 2018	Close completed projects (TOW Loan Repayment and Ray Farms Little River)	Open Space	(340,842.00)	13,411,410
January 22, 2019	<i>Proposed: Appropriate \$247,432 of Open Space Funding for the Depot Trail Greenway</i>	<i>Open Space</i>	<i>257,432.00</i>	<i>13,668,841.90</i>



Legislation Details (With Text)

File #: 16-1954
Type: Regular Item
Status: Agenda Ready
In control: Board of Commissioners
On agenda: 1/22/2019
Final action:
Title: Wake County Public School System Capital Improvement Program Appropriations
Sponsors:
Indexes:
Code sections:
Attachments: [Spring 2019 Appropriation Request.pdf](#)
[WCPSS Appropriations Presentation 1-22-19.pdf](#)
[BOC Resolution.pdf](#)
[Board of Education Resolution - Spring 2019 Appropriation Request.pdf](#)

Date	Ver.	Action By	Action	Result
1/22/2019	1	Board of Commissioners	accepted	

Wake County Public School System Capital Improvement Program Appropriations

That the Board of Commissioners approves the following requests for appropriations in the Seven Year Capital Improvement Program:

Appropriate \$131,857,123 for new construction at South Lakes Elementary, construction for renovations at Fuquay-Varina High, Stough Elementary and Conn Elementary, design at E-41 Elementary and other ongoing program needs including life cycle replacements, educational equipment, environmental and Americans with Disabilities Act (ADA) compliance, technology infrastructure and security

**Resolution R-2019-
Appropriate Funds in the WCPSS Seven Year Capital Improvement Program**

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

WHEREAS, the Wake County Board of Education has duly requested that the Board of Commissioners appropriate a total of \$131,857,123 for new construction at South Lakes Elementary, construction for renovations at Fuquay-Varina High, Stough Elementary and Conn Elementary, design at E-41 Elementary and other ongoing program needs including life cycle replacements, educational equipment, environmental and Americans with Disabilities Act (ADA) compliance, technology infrastructure and security.

NOW, THEREFORE, BE IT RESOLVED that the Wake County Board of Commissioners hereby reallocates and appropriates funds in the Seven Year Capital Improvement Program as follows:

WCPSS Seven Year Capital Improvement Program - FY 2019 Projects						
	Budgets and Reallocations		Appropriations			
Project	Total Project Budgets to Date	FY 2019 Budget	Prior	Proposed	Total	Remaining in FY 2019
New Schools						
Parkside Elementary	36,107,796	22,087,796	36,107,796	-	36,107,796	-
South Lakes Elementary	41,877,488	39,877,488	2,000,000	39,877,488	41,877,488	-
E-41 Elementary	2,000,000	2,000,000	-	2,000,000	2,000,000	-
M-14 Middle	2,000,000	2,000,000	2,000,000	-	2,000,000	-
Major Renovations	-	-	-		-	-
North Ridge Elementary	36,975,711	25,955,711	36,975,711	-	36,975,711	-
Wiley Elementary	32,154,006	18,000,000	32,154,006	-	32,154,006	-
Stough Elementary	15,435,342	11,669,486	3,765,856	11,669,486	15,435,342	-
East Wake Middle	64,653,783	57,932,814	64,653,783	-	64,653,783	-
Conn Elementary	23,533,023	21,533,023	2,000,000	21,533,023	23,533,023	-
Fuquay-Varina High	38,081,803	32,654,126	5,427,677	32,654,126	38,081,803	-
Ongoing Programming						
Life Cycle Building	7,000,000	7,000,000	-	7,000,000	7,000,000	-
Life Cycle Furniture	1,900,000	1,900,000	-	1,900,000	1,900,000	-
Educational Equipment	1,000,000	1,000,000	-	1,000,000	1,000,000	-
Environmental/ADA	4,000,000	4,000,000	-	4,000,000	4,000,000	-
Technology Infrastructure	6,000,000	6,000,000	-	6,000,000	6,000,000	-
Technology Devices	22,200,000	22,200,000	22,200,000	-	22,200,000	-

Continued on next page

WCPSS Seven Year Capital Improvement Program - FY 2019 Projects						
	Budgets and Reallocations		Appropriations			
Project	Total Project Budgets to Date	FY 2019 Budget	Prior	Proposed	Total	Remaining in FY 2019
Security	4,223,000	4,223,000	-	4,223,000	4,223,000	-
Assessments	500,000	500,000	500,000		500,000	-
Property Acquisition	10,300,000	10,300,000	10,300,000		10,300,000	-
SNAP	17,300,000	17,300,000	-		-	17,300,000
Program Contingency	8,532,114	9,244,003	-		-	8,532,114
Program Management	10,544,003	10,244,003	10,544,003		10,544,003	-
Total	386,318,069	327,621,450	228,628,832	131,857,123	360,485,955	25,832,114
FY 2019 Budget	327,621,450					
Amounts from Prior Year	58,696,619	327,621,450				

Adopted this the 22nd day of January 2019.

Wake County Board of Commissioners

Jessica N. Holmes, Chair



Legislation Details (With Text)

File #: 16-1878
Type: Regular Item
Status: Agenda Ready
In control: Board of Commissioners
On agenda: 1/22/2019
Final action:
Title: Wake County Water, Sewer and Road Financial Policy
Sponsors:
Indexes:
Code sections:
Attachments: [Item Summary](#)

[Water Sewer and Roads Policy Presentation 01-22-19.pdf](#)
[Water Sewer Financial Policy 01-22-19 without formatting.pdf](#)
[Amended Petition 01-22-19 without formatting.pdf](#)

Date	Ver.	Action By	Action	Result
1/22/2019	1	Board of Commissioners	accepted	

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

Sample Scenarios (50 Lots / \$500,000 Cost)

	Community A	Community B	Community C
Avg. Property Value	\$150,000	\$350,000	\$950,000
Avg. Annual Property Taxes	\$982	\$2,290	\$6,217
Per Lot Total Assessment	\$10,000	\$10,000	\$10,000
Per Lot Annual Assessment per formula	\$1,000	\$2,000	\$3,333
Financing Term	10 years	5 years	3 years



Legislation Details (With Text)

File #: 16-1957

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

In control: Board of Commissioners

On agenda: 1/22/2019 **Final action:**

Title: Motion to Remove Conditions on the Use of Funds Appropriated to the Wake County Public School System

Sponsors:

Indexes:

Code sections:

Attachments: [DRAFT item for Commissioner Adamson.pdf](#)

Date	Ver.	Action By	Action	Result
1/22/2019	1	Board of Commissioners	accepted	

Motion to Remove Conditions on the Use of Funds Appropriated to the Wake County Public School System

That the Board of Commissioners amends the Operating Budget Ordinance for Fiscal Year 2019 to remove the conditions on use of funds appropriated under Section 4(C)

Item Title: Motion to Remove Conditions on the Use of Funds Appropriated to the Wake County Public School System

Specific Action Requested:

That the Board of Commissioners amends the Operating Budget Ordinance for Fiscal Year 2019 to remove the conditions on use of funds appropriated under Section 4(C).

Item Summary:

This item is placed on the agenda at the request of Commissioner Adamson.

The Board of Commissioners adopted the FY2019 operating budget on June 4, 2018. As part of the budget consideration, Commissioners approved Section 4(C), creating a Social Emotional Learning Reserve. The section set aside \$2,000,000 of the Wake County Public School System (WCPSS) appropriation; the ordinance language follows below.

Section 4(C): SOCIAL EMOTIONAL LEARNING RESERVE. A reserve is hereby established of \$2,000,000 in Non-Departmental as a hold back of WCPSS appropriation. Appropriation of the reserve is contingent upon the Board of Education taking formal action to utilize the \$2,000,000 to increase the funding for school support for social emotional learning of students as described on page 150 of the Board of Education Proposed Budget. Following an action taken by the Board of Education, the County, by action of the Board of Commissioners, will appropriate the \$2,000,000 as a recurring increase in WCPSS appropriation.

On August 7, 2018, the Board of Education took formal action stating its intent to use the reserve funds to establish new positions to support school based social emotional learning positions including 277 months of employment for counselors, social workers and psychologists. Subsequently, on September 4, 2018, the Board of Commissioners approved the transfer of \$2,000,000 from the Social Emotional Learning Reserve to the Wake County Public School System.

Today's action would remove the conditions on use of funds appropriated under Section 4(C) and enable the school system to utilize funds as it sees appropriate.

Attachments:

None.



Legislation Details (With Text)

File #: 16-1958
Type: Regular Item
Status: Agenda Ready
In control: Board of Commissioners
On agenda: 1/22/2019
Final action:
Title: Consideration of 2019 Board of Commissioners Committee Structure
Sponsors:
Indexes:
Code sections:
Attachments: [2019 Commissioners Committee Structure.pdf](#)
[Board Committees 2019 Assignments 1.22.19.pdf](#)
[2019 Adopted Advisory Boards for Committee Structure -.pdf](#)

Date	Ver.	Action By	Action	Result
1/22/2019	1	Board of Commissioners		

Consideration of 2019 Board of Commissioners Committee Structure

That the Board of Commissioners considers and adopts the appointments of County Commissioners to Wake County Boards and Committees

Item Title: Consideration of 2019 Board of Commissioners Committee Structure

Specific Action Requested:

That the Board of Commissioners considers and adopts the appointments of County Commissioners to Wake County Boards and Committee.

Item Summary:

Each year the Board of Commissioners adopts the structure for Commissioners appointed to County Committees and Boards. A framework of the 2019 Board of Commissioner's Committee Structure is attached for consideration. Individual Commissioner assignments to committees will be available for the public at the Board meeting.

Attachments:

1. Draft of 2019 Board of Commissioner Committee Structure

2019 Board Committees

	Manager's Office Lead	Committee Chair	Committee Vice-Chair	Third Commissioner
Human Services This committee will cover the Social and Economic Vitality (SEV) and Community Health (CH) goals. Policy areas include vulnerable populations, Crosby-Garfield programming, behavioral health, public health, and food insecurity.	Derwick Paige (D. Ellis)	West	Adamson	Ford
Affordable Housing This committee will continue the work of the Affordable Housing Steering Committee. The committee will work to implement the 20-year Affordable Housing plan and achieve the County's goal of producing 2,500 new affordable housing units over the next five years.	Derwick Paige (D. Ellis)	Holmes	West	Ford
Growth and Sustainability This committee combines the work of the former GLUE and Transit committees, focusing on the Board's Growth and Sustainability initiatives. Policy areas include environmental services, transportation, water supply and regional planning issues.	Johnna Rogers	Hutchinson	Calabria	Evans
Great Government This committee will focus on service innovation, improving customer experience, analytics and performance management. The committee will also consider best practices in County government, and enhancing citizen engagement, transparency and inclusion. The committee will also evaluate internal budget and audit reviews.	Bill Greeves	Evans	Ford	Hutchinson
Public Safety This committee will focus on the Board's Public Safety goal area. Policy issues include addressing the school to prison pipeline, supporting drug treatment courts, drug abuse prevention and treatment, and personnel recruitment and retention.	Johnna Rogers	Calabria	Holmes	Ford
Arts and Culture This committee will focus on the County's partnerships with arts organizations, the public art capital policy, and related arts and humanities issues.	TBD	Adamson	Ford	Evans
Education This Committee of the Whole will consider the Board's Education initiatives, which include Pre-K partnerships, childhood hunger, and Wake Tech and WCPSS funding approaches.	Emily Lucas	Committee of the Whole		
Economic Strength This Committee of the Whole will focus on economic development incentives policies, infrastructure and site readiness, and promoting vulnerable communities.	David Ellis	Committee of the Whole		

Notes:

- 1) Education and Economic Strength are "Committees of the Whole" and will conduct business through work sessions
- 2) Board committees generally align with Board goal areas
- 3) The Great Government committee also serves as the Board's Audit Committee
- 4) Committee meetings will be scheduled in advance, assuming one meeting per quarter. Committee meetings will be held on 1st and 3rd Mondays

Advisory Boards Liaisons	Primary	Alternate
Adult Care Home Community Advisory Committee	Susan Evans	James West
African American Cultural Festival	James West	Vickie Adamson
Alliance Behavioral Healthcare	Greg Ford	Susan Evans
Board of Adjustment	Susan Evans	Greg Ford
Capital Area Workforce Development Board	Matt Calabria	Jessica Holmes
GoTriangle Transit Citizens Advisory Committee	James West	
Fire Commission	Matt Calabria	Sig Hutchinson
Greater Raleigh Convention and Visitors Bureau	Vickie Adamson	Susan Evans
Housing Authority	James West	Jessica Holmes
Human Services Board	James West	Vickie Adamson
Juvenile Crime Prevention Council	James West	Matt Calabria
LEPC Emergency Planning Group	Matt Calabria	Sig Hutchinson
Library Commission	Greg Ford	Vickie Adamson
Nursing Home Community Advisory Committee	Sig Hutchinson	Matt Calabria
Open Space and Parks Advisory Committee	Sig Hutchinson	Matt Calabria
Passage Homes	Greg Ford	James West
Planning Board	Sig Hutchinson	Matt Calabria
River Basin Associations	Sig Hutchinson	Melinda Clark
Upper Cape Fear River /Upper Neuse River		Mike Orbon Matt Calabria
Smart Start Committee	Jessica Holmes	Greg Ford
Special Airport Taxing District of Durham/Wake	James West	Susan Evans
Transportation Advisory Committee (CAMPO)	Sig Hutchinson	Susan Evans
Triangle J Council of Governments	Sig Hutchinson	Greg Ford
Triangle Transit Authority Special Tax Board	James West	Sig Hutchinson
United Arts Council	Vickie Adamson	Greg Ford
Womens' Commission	Vickie Adamson	Jessica Holmes
Wake Ed Partnership Leadership Council		Susan Evans
Water Partnership	Greg Ford	Matt Calabria



Legislation Details (With Text)

File #: 16-1935

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

On agenda: 1/22/2019 **In control:** Board of Commissioners

Title: Wake County Transit Update **Final action:**

Sponsors:

Indexes:

Code sections:

Attachments: [Transit Item Summary Update 1.22.19.pdf](#)
[Transit Presentation 1.17.19.pdf](#)
[FY 18 Annual Report](#)
[GoTriangle FY 2018 CAFR](#)

Date	Ver.	Action By	Action	Result
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Wake County Transit Update

That the Board of Commissioners receives the FY 2018 Wake Transit Annual Report

**Extensive Process to
Develop Wake Transit
Plan**



**Spring /
Summer 2015**

Fall 2015

Winter 2015

Nov. 2016

Wake Transit Plan

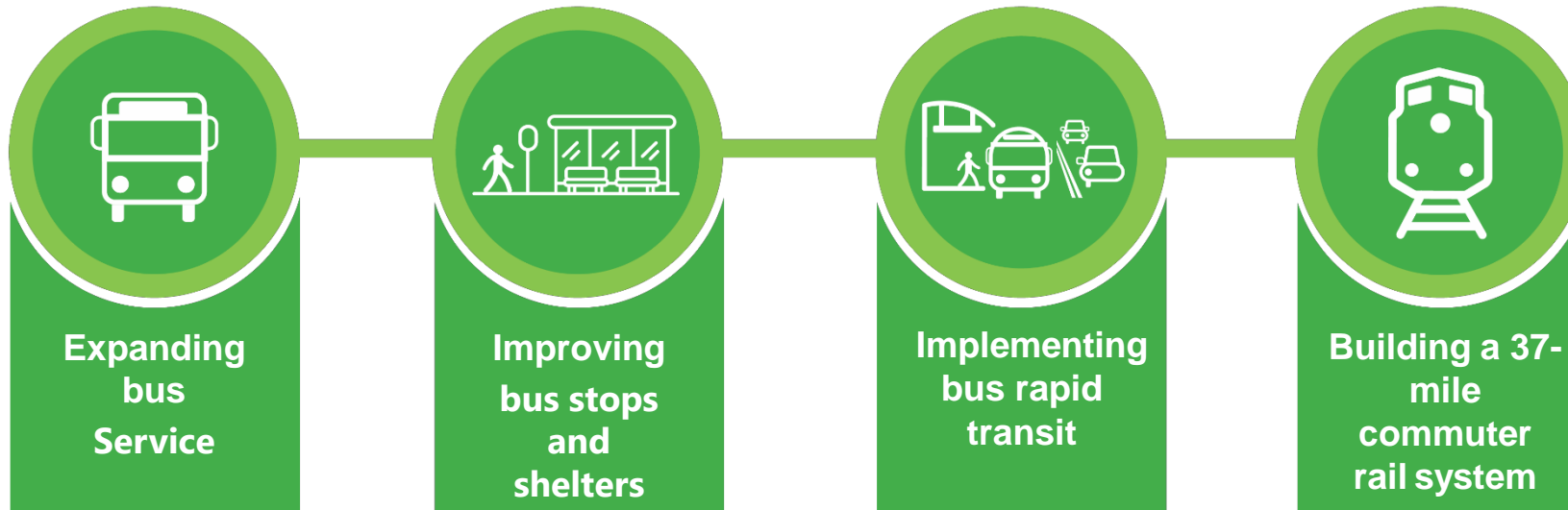
2016



Ballot

Wake County voters approved a transit-dedicated half-cent sales tax investment to expand and better connect the public transit network

Over 10 years, investments in public transportation will connect the region, connect all Wake County communities, provide frequent and reliable urban mobility and enhance access to transit. The plan includes:



FY 2018: Funding of Environmentally Friendly Buses

Funding of
Compressed Natural
Gas (CNG) Buses for
Raleigh and
contribution towards
City's CNG Refueling
Station



FY 2018: Public Engagement on Implementation Plans

- More than 2,800 people at more than 60 events and more than 3,200 survey responses on 2018 planning activity.
- Public input on 10-Year Wake Bus Plan, Bus Rapid Transit Preliminary Planning, FY 2019 Proposed Service Enhancements, Grant Program for Local Wake Communities (Community Funding Area Program)



Major Studies Now Complete: Informed by Outreach

Wake Bus Plan

FY 20 Proposed Services Result of Bus Plan



Wake Bus Plan

10-Year Bus
Operating and
Capital Plan

December 17, 2018

BRT Major Investment Study

City of Raleigh Named Project Sponsor; First Project Planned for FTA Grant Funding Application by March 2019



Major Investment
Study (MIS)

BRT Evaluation Results

Community Funding Area Program

Towns may apply for FY 2020 funding: due Jan 25th



Wake Transit
Community
Funding Area
Program

Management Plan

FY 2019 Work Plan Underway

New Bus Routes in Service

- January 6: New Service in SE Raleigh and NW Raleigh



- Weston Parkway serving Cary and Park West Village in Morrisville late Spring/Early Summer 2019

Continued Success with Youth GoPass

- More than 2200 passes distributed in Wake County.
- Over half issued by Wake County Libraries, Human Services, or WCPSS schools.
- Teens at Enloe and Broughton account for 10% of all Youth GoPass rides.

Bus Amenities

- City of Raleigh constructing 20 new stops in Raleigh, including stops for new routes in SE and NW Raleigh.
- Another 60 are in engineering/design and right of way.



New shelter at Lenoir and Haywood Street in Raleigh



Legislation Details (With Text)

File #: 16-1961

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

In control: Board of Commissioners

On agenda: 1/22/2019 **Final action:**

Title: Informational Items for the Board of Commissioners

Sponsors:

Indexes:

Code sections:

Attachments: [Information Items Summary 1-22-19.pdf](#)
[January 2019 CIP Transfers Report.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. Quarterly CIP Transfers Report January 2019



**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: 66 County Buildings						Fund: 4100 County Capital CIP	
From:			To:				
Division	Unit	Unit Name	Division	Unit	Unit Name	Amount	Reason for Transfer
6640/Minor CIP Projects	037B	General Bld Renov - Minor-General	6640/Minor CIP Projects	428B	FY19 Multi Site Paving Repairs	\$ 100,000	FY2019 Level funding
6610/Major County Building Projects	407B	Agricultural Bld FCA Upgrades	6610/Major County Building Projects	427B	Commons Bldg FCA Upgrades	\$ 250,000	Splitting one unit into separate units due to changes in project scope.
6660/Roof Replacements	098B	Roof Replacements - General	6610/Major County Building Projects	281B	Board of Elections	\$ 145,000	Reallocating project budget for Board of Elections warehouse phase 1 upfit.
6660/Roof Replacements	396B	Hammond Rd Annex Roof Replacement	6610/Major County Building Projects	281B	Board of Elections	\$ 200,000	Reallocating project budget for Board of Elections warehouse phase 1 upfit.
6685/Infrastructure Paving	377B	PSC Reseal Parking Deck	6610/Major County Building Projects	281B	Board of Elections	\$ 150,000	Reallocating project budget for Board of Elections warehouse phase 1 upfit.
6610/Major County Building Projects	427B	Commons Bldg FCA Upgrades	6610/Major County Building Projects	281B	Board of Elections	\$ 250,000	Reallocating project budget for Board of Elections warehouse phase 1 upfit.
6685/Infrastructure Paving	419B	Green Road Library Paving	6685/Infrastructure Paving	398B	Community Services Center Paving	\$ 135,000	Reallocating project budget due to increase costs and changes in project scope.
6685/Infrastructure Paving	336B	Infrastructure Paving - General	6685/Infrastructure Paving	416B	Knightdale ES Park Paving	\$ 200,000	FY2019 Level funding