

**WAKE COUNTY BOARD OF COMMISSIONERS**

**Regular Meeting**

**October 17, 2011**

**2:00 P.M.**

**Room 700, Wake County Courthouse**

Members present were: Phil Matthews, Acting Chairman, Joe Bryan, Tony Gurley, Ervin Portman, Betty Lou Ward, James West

Others attending were: David C Cooke, County Manager, Susan J Banks, Clerk to the Board, Scott Warren, County Attorney; Denise Hogan and Deputy Managers Joe Durham and Johnna Rogers.

**Meeting Called to Order: Vice Chairman Phil Matthews**

**Pledge of Allegiance**

**Invocation: Commissioner Erv Portman**

**Items of Business**

Vice Chairman Matthews stated Chairman Coble would be arriving at the meeting later so he would be acting chair until Chairman Coble's arrival.

**Approval of Agenda**

Betty Lou Ward motioned, seconded by Tony Gurley, to approve the agenda as presented. The motion passed unanimously.

**Approval of the Minutes of the Commissioners' Regular Meeting of October 3, 2011**

Betty Lou Ward motioned, seconded by Tony Gurley, to approve the Minutes of the Commissioners' Regular Meeting of October 3, 2011. The motion passed unanimously.

**2011 Volunteer of the Year Recognition Ceremony**

Acting Chairman Matthews stated a reception was held earlier to honor Volunteer Award winners. He spoke of the importance and value of volunteers. He then recognized the members of the 2011 Volunteer Recognition Committee as follows:

Sarah Williamson-Baker, Public Affairs  
Wil Glenn, Public Affairs  
Marshall Parrish, Public Affairs  
John Callaway, Fire Services  
Denise Kissel, Human Services  
Robin Hemrick, Libraries  
Liani Yirka, Environmental Services  
Bill Scanlon, Community Services  
Phyllis Stephens, Sheriff's Office  
Susan Banks, Clerk's Office  
Denise Hogan, Clerk's Office  
Jillian Curtis, Public Affairs  
Amanda Walrad, Environmental Services

Acting Chairman Matthews stated the need to take the next agenda item at this time and noted he would return to the volunteer recognition.

**Recognition of John Phelps, Jr. for 35 Years of Service Protecting Wake County's Natural Resources**

Mr. Thomas Dean, Chairman of the Wake County Soil and Water Board introduced the recognition of Mr. John Phelps for his 35 years of service to Wake County. He was presented with a plaque for his service. Mr. Phelps spoke of Wake County and the support they have given him through the years. He spoke of the many projects that Soil and Water has performed for the county citizens during his time on the board.

Commissioner Ward thanked Mr. Phelps for his many years of service.

**Acting Chairman Matthews returned to the Recognition of Volunteer Service Award Winners.**

Acting Chairman Matthews presented the awards to the winners as Mr. David Cooke announced the Volunteer Award Winners as follows:

**Wake County Larry B. Zieverink Volunteer of the Year**

Mr. Charles Durham, Wake Tech GED Program

**Wake County Government Volunteer of the Year**

Mr. Coy Cooke, Sheriff's Office

**Governor's Award for Volunteer Services:**

Brien and Elizabeth Croft, Cary Community Library

Dr. Stan Latta, Open Space and Parks Advisory Committee

N. C. Baptist Men, Emergency Management

Mr. Brian Reid, YMCA, Cary Chamber of Commerce; Poe Health Center

Mrs. Jane Williams, Rex Healthcare

Mr. Cooke thanked all the volunteers for their time and service.

**Consent Agenda**

Joe Bryan motioned, seconded by Tony Gurley, to the consent agenda as presented. The motion passed unanimously.

**Accept and Appropriate Up to \$5,200 in Funds From North Carolina State University for the Emergency Medical Services Department's Cooperative Implementation of an Emergency Medical Technician Course**

Joe Bryan motioned, seconded by Tony Gurley, to accept and increase EMS revenue and expenditure appropriations by up to \$5,200 in funds from North Carolina State University to be used for the personnel and equipment costs associated with the development and implementation of an emergency medical technician course at the university. The motion passed unanimously.

**Appropriation of \$120,000 of Register of Deeds Automation Funds**

Joe Bryan motioned, seconded by Tony Gurley, to appropriate \$120,000 of Register of Deeds Automation Funds to make changes to the Books system. The motion passed unanimously.

**Accept \$147,000 Progress Energy Grant and Appropriate \$83,112 for Support of the Shearon Harris Nuclear Power Plant Activities**

Joe Bryan motioned, seconded by Tony Gurley, to accept a grant in the amount of \$147,000 from Progress Energy in support of Shearon Harris Nuclear Power Plant activities; appropriate \$83,112 in the Grants and Donations Funds; and, authorized the County Manager to sign the accompanying contract. The motion passed unanimously.

Funds shall be allocated to the following categories:

Personnel: \$34,755

Personnel Equipment: \$15,683

Program Equipment and Maintenance (equipment calibration, equipment replacement, office supplies, etc.): \$32,674

#### **GRANT AGREEMENT**

THIS GRANT AGREEMENT, entered into at Raleigh, North Carolina, this 1st day of January 2012, by Progress Energy, a corporation duly organized and existing under and by virtue of the laws of the State of North Carolina "the Company", and the Wake County Board of Commissioners ("Wake County"), acting on behalf of Wake County, a political subdivision of the State of North Carolina.

WITNESSETH:

WHEREAS, the Company operates and maintains the Harris Nuclear Plant (HNP) located in Wake County, North Carolina; and

WHEREAS, Wake County intends to engage in various planning, operational, training, administrative and maintenance activities in connection with emergency planning and preparedness for HNP, and in the development, maintenance, and effectuation of a plan for response to emergencies at HNP; and

WHEREAS, the Company desires to offer Wake County funding by way of a grant and personnel support from the Company for the purposes of emergency preparedness as defined in Chapter 166A-9 of the North Carolina General Statutes; and

WHEREAS, Wake County is willing and authorized to accept such offer of funding and personnel support from the Company on Wake County's behalf pursuant to Chapter 166A-9 of the North Carolina General Statutes:

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained in this Grant Agreement, the Company and Wake County agree as follows:

1. Grant Assistance Provided. In consideration of the various obligations undertaken by Wake County pursuant to this Grant Agreement, the Company agrees, subject to the terms and conditions set forth herein, to provide Wake County with funds in the amount of \$147,000.00 for January 1, 2012 through December 31, 2012. The grant will be distributed to Wake County Emergency Management for the sole use by those agencies directly supporting the Wake County Radiological Emergency Response Plan (RERP). Grant funds will be provided in one payment to be made within forty-five (45) days from March 1, 2012, so long as Wake County has fulfilled its obligations under this Grant Agreement. The Company reserves the right to withhold payment until such time as, in its opinion, the terms and conditions set forth herein have been met or if sufficient funding remains in the Wake County Emergency Management Fund to meet current obligations.

2. Personnel and Program Assistance Provided. The Company agrees to provide personnel to assist Wake County in the development and maintenance of the RERP pursuant to federal regulations or directives as a result of the Company's operation of the HNP.

3. Communication Assistance Provided. To operate the communications links between Wake County and the HNP emergency facilities needed to maintain the RERP, the Company agrees to assume responsibility for all maintenance of the Selective Signaling System (SSS) dedicated notification circuit, the County/State Decision Line and the circuit to the Joint Information Center (JIC). Any service, maintenance, or equipment changes required on these circuits will be reported to the Company's designated Emergency Preparedness Representative.

4. Siren Alerting System. A fixed siren system is installed within the Harris Nuclear Plant plume (10-mile) emergency planning zone for alerting of the area residents to emergencies at the Harris Plant site. The Company assumes responsibility for all maintenance of the siren system and related equipment. Any service, maintenance, or equipment changes required on this system will be reported to the Company's designated Emergency Preparedness Representative. Wake County agrees to function as the "Lead County". In this position Wake County will activate all 83 county sirens in cooperation with Chatham, Harnett and Lee County Emergency Management personnel. This will be in effect for siren system activation during emergencies and drills, and for annual or special tests.

5. Harris Lake Mobile Alerting Equipment Provided. To assure proper notification and evacuation of boaters / persons on Harris Lake during an emergency, the Company agrees to provide two boats for use by Wake County to accomplish the related tasks. The boats will be stored at the Harris Boat Shop, and primarily used by the Wake County Sheriff's Office. The Wake County Sheriff's Office will be allowed to use the boats for other than Harris Plant Emergencies, but they must be returned to the Harris Boat Shop in a condition of readiness as described in the Harris Plant Boat Use and Maintenance Guideline. Any service, maintenance, or equipment changes required on the boats will be the responsibility of Wake County Emergency Management.

6. Authorized Use of Grant Funds. The parties hereto agree that the funds provided by the Company to Wake County pursuant to this Grant Agreement shall be used primarily for the Radiological Emergency Preparedness activities, in accordance with 10 CFR Part 50, Appendix E, entitled "Emergency Planning and Preparedness for Production and Utilization Facilities" and NUREG 0654, Rev 1, entitled "Criteria for Preparation and Evaluation of Radiological Emergency Response Plans and Preparedness in Support of Nuclear Power Plants" and; any updated versions of said documents or newly adopted rules or regulations relative to the support of HNP, for the express benefit and for the Wake County protection of the health and safety of the residents in the event of an emergency at HNP as required by State and Federal Laws and/or regulations. The parties hereto further agree that the specific purposes, functions or activities for which Wake County shall exclusively use the funds shall be limited to the following:

- a. To provide funding to Wake County for a share of salaries and benefits for those Wake County Emergency Management personnel providing support to HNP, based on time actually devoted to effectuate the RERP for response to emergencies at licensed nuclear facilities, as approved by the Wake County Manager and Director of Emergency Management for the period of January 1, 2012 through December 31, 2012, and in accordance with 10 CFR 50, Appendix E and NUREG-0654.
- b. To provide for the scheduling, preparation, coordination and delivery of training for drills and exercises, and drill / exercise participation of Wake County organizations/agencies identified in the Wake County RERP.
- c. Revise, as required, the Wake County RERP, Standard Operating Procedures / Guidelines, training materials, provide as required evacuation time estimate information and other supporting materials.
- d. To maintain Emergency Worker Decontamination kits, Reception Center Decontamination kits, and other emergency supplies and kits to support RERP.
- e. To participate in the periodic testing of communications systems and equipment, and the Prompt Alert Notification System, to maintain the RERP.
- f. To distribute the RERP and Standard Operating Procedures / Guidelines to the appropriate plan holders and support agencies in a timely manner.
- g. To forward required changes of the RERP to the North Carolina Division of Emergency Management, in accordance with guidance specified in the RERP and applicable state and federal laws and regulations.
- h. To equip, maintain and operate emergency facilities and equipment that would be required for response to an emergency at HNP.
- i. To select biennial exercise objectives, and provide information to the to the Company's designated Emergency Preparedness Representative in accordance with scenario development schedule.
- j. To participate and respond as requested by the grantor during annual media presentations.
- k. To provide RERP training and educational programs to area schools and civic groups.
- l. To provide RERP/MS-1 training to Rex Hospital and WakeMed Raleigh emergency room staff for a response to a contaminated-injured patient in the calendar year.

m. To procure and indoctrinate qualified volunteer personnel or County personnel to participate in the RERP.

n. To coordinate and conduct all individual response personnel and support agency annual RERP training scheduled for the period covered under this agreement and related record keeping for Wake County.

o. To establish and maintain a procedure for tracking corrective action items and commitments resulting from exercise findings, and/or regulatory guidance adjustments.

p. To coordinate with state, federal agencies and the Company as necessary with respect to equipment specifications, standards and needs for the RERP.

q. To provide updates to the 10 Mile EPZ map, 30 Mile Operations map, and 50 Mile map using Wake County Geographic Information Services resources.

r. To provide supplies and materials to support the administrative operations of the Wake County Emergency Operations Center such as paper, facsimile/photocopy maintenance, supplies, pens, pencils, staplers, tape and necessary forms, etc.

The Company and Wake County recognize that work done in connection with this Grant Agreement may serve to support other public safety activities of Wake County, and that public safety-related work done by the county independent of this agreement may likewise serve to support the emergency response program of the Company, but the funds provided by the Company pursuant to Paragraph 1 of this agreement shall be in addition to, and not in substitution of existing County expenditures for emergency management purposes.

7. Planning and Administration of Grant Funds. The parties hereto agree that Wake County shall submit a budget of planned expenses to the Company by April 1, 2012 for the Harris Site fiscal year 2013, in such detail to mirror county budgeting standards. The Company's Emergency Preparedness Unit Supervisor is designated to approve or disapprove any expenditure. In the event of unplanned expenses during the term of this agreement, Wake County shall expend no grant funds for such unplanned expenses until the prior signature approval of the Company is first obtained.

Wake County agrees to notify the Company in writing of any deviations from the approved annual planned budget within five (5) working days of discovery. Any unplanned, unbudgeted cost deviation determined by the Company to be outside of the purposes of the grant agreement as defined in Paragraph 6 herein, shall be borne by Wake County. All expenditures attributed to the grant agreement shall be submitted to the Company before the release of subsequent grant payments in accordance with Paragraph 1 of the agreement.

8. Duration and Use of Grant Funds. The parties hereto agree that the grant funds provided by the Company to Wake County under this Grant Agreement are

intended to be and shall be used during the period commencing upon the effective date of this Grant Agreement and continuing up to and including January 1, 2012 through December 31, 2012. In the event any such grant funds are remaining on December 31, 2012, an accounting of such remaining funds shall be provided to the Company and the Company in accordance with the terms and conditions of this Grant Agreement shall approve the expending of such remaining funds in subsequent grant periods.

9. Representations and Warranties. Wake County has, by and through consultation among all appropriate members of the Wake County Board of Commissioners and its officers, examined each of the following and by its execution of this Grant Agreement, Wake County does, upon information and belief, represent and warrant to the Company that:

a. Wake County is duly organized and validly existing under the laws of the jurisdiction of which Wake County is a part, and has all requisite power and authority to enter into this Grant Agreement.

b. A resolution, motion, order or ordinance has been duly adopted, passed or enacted as an official act of the Wake County's governing body, authorizing the execution and delivery of this Grant Agreement by Wake County and authorizing and directing the persons executing this Grant Agreement to do so for and on behalf of Wake County.

c. This Grant Agreement has been executed and delivered by Wake County, in such manner and form as to comply with all applicable laws to make this Grant Agreement the valid and legally binding act and agreement of Wake County.

d. There is no action, proceeding or investigation now pending, nor any basis therefore, known or believed to exist by Wake County, which (i) questions the validity of this Grant Agreement, or any action taken or to be taken under it, or (ii) is likely to result in any material adverse change in the authorities, properties, assets, liabilities or conditions (financial or otherwise) of Wake County which would materially and substantially impair Wake County's ability to perform any of the obligations imposed upon Wake County by this Grant Agreement.

e. Wake County has obtained, or has reasonable assurances that it will obtain, all federal, state and local government approvals and reviews required by law to be obtained by Wake County to perform its obligations hereunder.

f. Insofar as the capacity of Wake County to carry out any obligations under this Grant Agreement is concerned, (i) Wake County is not in material violation of any mortgage, indenture, agreement, instrument, judgment, decree, order, statute, rule or regulation, and (ii) the execution and performance of this Grant Agreement will not result in any such violation.

g. No member, officer, or employee of Wake County, or its designees, or agents, no consultant, no member of the governing body of Wake County or the

locality in which the program is situated, and no other public official of Wake County or such locality or localities, who exercises or has exercised any functions or responsibilities with respect to the RERP during his or her tenure, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof with any third-party, for work to be performed in connection with the RERP, or in any activity, or benefit there from, which is a part of the RERP.

10. Limitation of Liability. Wake County shall include in all contracts with third parties involving the use of grant funds an acknowledgment that the Company shall not be liable to any such third party for the performance or completion of, or the failure to perform or complete, any activities which are a part of Wake County's obligations under the Wake County RERP, expressly recognizing that the Company is not, by virtue of this Grant Agreement, assuming any responsibility or liability which would not otherwise exist for the performance or completion of, or the failure to perform or complete, any activities under the Wake County RERP, which have been or should have been performed or completed by Wake County or any third party.

11. Inspection and Review. Wake County intends to deposit the grant funds to be provided under this Grant Agreement into the Wake County Grants and Donations fund for exclusive use by Wake County Emergency Management. Wake County shall keep and maintain a Grant Agreement Log or other such books, records and documents of the Wake County Fund as shall be reasonably necessary to reflect and disclose fully the amount and disposition of any funds provided by the Company to Wake County under this Grant Agreement. The Grant Agreement Logs, books, records and documents maintained shall indicate the total cost of the activities paid for, in whole or in part, with such funds, and the amount and nature of all expenditures related to such activities which are supplied or to be supplied by other sources. All Grant Agreement Logs, books, records and other documents of the Wake County Emergency Management Fund shall be available at the offices of Emergency Management for Wake County, North Carolina, for inspection, copying, audit and examination at all reasonable times by any duly authorized representative of the Company.

12. Rights Not Impaired. No delay or omission of the Company in exercising any right available under this Grant Agreement shall impair any such right or constitute a waiver of any of its rights, or an acquiescence therein.

13. Severability. The invalidity of any section, subsection, clause or provides of this Grant Agreement shall not affect the validity of the remaining sections, subsections, clauses or provisions hereof.

14. Entire Agreement. This Grant Agreement constitutes the entire agreement between the parties hereto and supersedes all prior oral or written agreements between the parties hereto with respect to subject grant.

15. Amendment of Grant Agreement. This Grant Agreement or any part hereof, may be amended from time to time hereafter only in writing executed by both parties.

16. Disclaimer of Responsibilities. Wake County acknowledges that the obligation of the Company is to provide grant funds, and items described in paragraphs 2, 3, 4 and 5, in the manner and on the terms set forth in this Grant Agreement. Nothing in this Grant Agreement, nor any act of either the Company or Wake County, shall be deemed or construed by either of them, or by third persons, (i) to create any relationship of third-party beneficiary, principal and agent, limited or general partnership, or joint venture, or of any association or relationship whatsoever involving the Company or (ii) except as provided in Paragraph 1 above, to create any rights on the part of Wake County or any third person with respect to the Company or its property.

17. Waiver by the Company. The Company reserves and shall have the exclusive right to waive at the sole discretion of the Company, and to the extent permitted by law, any requirement or provision under this Grant Agreement. No act by or on behalf of the Company shall be, or be deemed or construed to be, any waiver of any such requirement or provision, unless the same be in writing, signed by the Company, and expressly stated to constitute such waiver.

18. Notices. All amendments, notices, requests, objections, waivers, rejections, agreements, approvals, disclosures and consents of any kind made pursuant to this Grant Agreement shall be in writing.

(i) Communications to Wake County shall be addressed to the Emergency Management Director, Wake County, North Carolina, at its address at the Wake County Public Safety Center, 331 S. McDowell St. (Box 550), Raleigh, North Carolina 27602, or to such other address as may be furnished by Wake County to the Company.

(ii) Communications to the Company shall be addressed to the Supervisor Emergency Preparedness, Harris Nuclear Plant, at his address at P.O. Box 165 (Zone-1), New Hill, North Carolina 27562, or to such other address as may be furnished to Wake County.

19. Effective Date.

(a) This Grant Agreement shall, when executed and dated by the parties hereto, constitute an offer by the Company to Wake County to make the within grant and to enter into this Grant Agreement. When delivered to Wake County so executed and dated, the same shall constitute a tender of said offer, which shall be promptly accepted, if at all, by Wake County and which shall not be altered without the Company's approval. The Company may revoke the tender and rescind the offer at any time prior to its acceptance by Wake County, by written notice of the Company to Wake County.

(b) This Grant Agreement shall be deemed to have been accepted, and shall become effective, as of the date this Grant is executed and dated by Wake County.

IN WITNESS WHEREOF, the undersigned hereunto set their respective hands the day and year first above written.

**Progress/Energy**

By: [Signature]

Bill Jefferson (or designee)  
Acting Vice President – Harris Nuclear Plant

Signed in the presence of: Darlene S. Garborough

Date: 9-14-11

**Wake County**

By: [Signature]

Joshua Creighton,  
Wake County Emergency Management Director

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

David Cooke,  
County Manager

Signed in the presence of: \_\_\_\_\_

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

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

\_\_\_\_\_  
Finance Director, or designee

**Non-Standard Wake County Contract Attachment**

The person responsible for monitoring the contract performance requirements is

Steven Newton

[Signature]

Department Head Initials

**Accept \$62,500 Federal Fiscal Year 2011 Emergency Performance Grant from the State of North Carolina and Appropriate \$12,450 for Updating the Emergency Management Program**

In the traditional, annual EMPG program, \$50,050 was appropriated with the FY12 budget ordinance. With the late approval of the federal budget, Congress increased the funding for the EMPG program. The action requested appropriates the balance to a total of \$62,500.

This year's requirements include:

1. Updating the online National Incident Management System (NIMS) training tracking database
2. Completion of Incident Command System training for EM personnel
3. Update the County's Emergency Operations Plan

4. Participation in at least two exercises
5. Develop, coordinate and maintain standard operating procedures
6. Update plans for a Central Receiving and Distribution Point (CRDP)
7. Update Point of Dispensing sites across the County
8. Attend the Statewide Emergency Management conferences

The additional \$12,450 will be used to hire a part-time temporary employee to support the comprehensive Emergency Management Program. Specifically, the position will address gaps identified in the recent After Action Report from the April tornado.

The EMPG has a 50% County and 50% State cost share cash or in-kind match requirement. Cash share includes cash spent for project-related costs, e.g. salaries of emergency management positions. In-kind match includes, but is not limited to, the valuation of in-kind services.

Joe Bryan motioned, seconded by Tony Gurley, to accept the North Carolina Crime Control and Public Safety Emergency Management Performance Grant in the amount of \$62,500; appropriate \$12,450 in the County's General Fund; and, to authorize the County Manager to sign the accompanying Memorandum of Agreement. The motion passed unanimously.

#### **Accept and Appropriate \$544,500 in Shelter Plus Care Grants**

Joe Bryan motioned, seconded by Tony Gurley, to accept and appropriate \$544,500 in Shelter Plus Care funds from the US Department of Housing and Urban Development (HUD) in the Affordable Housing Fund to be used for rental subsidies for homeless persons with a disability. The motion passed unanimously.

#### **Regular Agenda**

##### **Approval of the North Carolina Department of Transportation FY 2011-2012 Secondary Roads Construction Program for Wake County**

Mr. Reid Elmore, North Carolina Department of Transportation (NCDOT) Division 5 Engineer, thanked Mr. Tim Maloney for his assistance with adding him on this meeting's agenda. He recognized the present NCDOT Engineers; Wally Bowman, Joey Hopkins, Brandon Jones, Jason Holmes, Steve Halsey and Joe Turner. He said that several projects have been completed. He noted the roads that have been paved and those scheduled for future paving projects. He said that 18.864 miles of roads have been paved. He said that they are working on obtaining the Right-of-Way on some roads prior to bringing to the county for approval. He asked for approval of the resolution.

Commissioner Ward asked about the naming of unpaved roads. Mr. Elmore said that once those roads are paved, they are named.

Commissioner West asked about property owner participation on secondary roads. Mr. Elmore said that in order to have sufficient right-of-way for adequate drainage on the road they need the cooperation of the property owner.

Commissioner Portman asked how many miles of roadways remain unpaved. Mr. Elmore said that there are 45 miles that remain unpaved and are priority rated on a point system based on number of residences, need for school bus access, church, or other structures that require travel on the road. Mr. Elmore said if right-of-way cannot be obtained, they will not request funding and

approval of the project until they have the right-of-way. There was continued discussion on the process for right-of-way and construction projects.

Commissioner Bryan asked about the total allocation put into Secondary Roads in Wake County in the last three years. Mr. Elmore said that in the last combined 2009-2010 there was \$5.8 million allocated. He said there is a formula for the funding. There has been about \$3.0 million set aside per year for Secondary Roads. The money is allocated by the number of unpaved roads in the State. There is a 30 year rotation basis for maintenance.

Commissioner Bryan spoke about the Legislature's consideration of turning the secondary roads over to the counties. He asked for the cost of keeping the county's paved rural roads maintain on the State's standard. Mr. Elmore said that there are over 4,000 miles of secondary roads and an additional 1,350 lane miles of state roads and highways that are in the maintenance department of roads for Wake County. He said due to the recurring schedule for maintenance, he could not provide the cost estimate on the spot as requested by Commissioner Bryan.

Joe Bryan motioned, seconded by Betty Lou Ward, to approve the North Carolina Department of Transportation FY 2011-2012 Secondary Roads Construction Program for Wake County as presented. The motion passed unanimously.

**North Carolina Department of Transportation  
Secondary Roads Construction Program**

**Wake County**

FY 2011-2012 Allocations	Highway Fund GS 136-44.5b		\$1,669,236.65
	Trust Fund GS 136-182		\$1,353,628.32
		Total	\$3,022,864.97

I. Paving Unpaved Roads                      Programmed Paving Goal:                      0.00 Miles

A. Rural Paving Priority

\* See attached schedule of previously funded Secondary Roads. We will continue to survey, draft plans, and acquire right of way on additional unpaved secondary roads in priority order. Construction funding will be requested once all needed right of way has been acquired and the road is ready to build.

II. General Secondary Road Improvements

A. Paved Road Improvements

SR No.	Length (Miles)	Project Description	Est. Cost
Various	Various	County-wide maintenance to include widening, strengthening, spot stabilization, safety projects, etc.	\$3,022,864.97
Roads			
Total			<u>\$3,022,864.97</u>

III. Trust Fund Safety Improvements (GS 136-182)

SR No.	Length (Miles)	Project Description	Est. Cost
Subtotal			<u>0.00</u>

IV. Funds reserved for surveying, right of way acquisition, road additions, contingencies, overdrafts, and paving entrances certified fire departments, rescue squads, etc.			Subtotal	\$0.00
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CONSTRUCTION SCHEDULE OF PREVIOUSLY  
FUNDED SECONDARY ROADS  
FY 2011-2012

**WAKE COUNTY**

SR Number (Year Programmed)	From	To	Length	Description	Status	Schedule
SR 2780 Truelove Rd. (2007/2008)	NC 55	Dead End	0.21 Miles	Grade, Drain, Base, Pave	Completed	Pave Fall 2011
SR 2585 Wilmington Rd. (2008/2009)	SR 2547 Jones Sausage Rd.	Dead End	0.46 Miles	Grade, Drain, Base, Pave	Completed	Pave Fall 2011
SR 2408 Pecan Grove Rd. (2008/2009)	SR 2309 Dukes Lake Rd.	SR 2335 Country Club Rd.	0.76 Miles	Grade, Drain, Base, Pave	Under Construction	Pave Fall 2011
SR 1946 Jack Jones Rd. (2007/2008)	NC 96	Franklin County Line	0.97 Miles	Grade, Drain, Base, Pave	Build Spring/Summer 2012	Pave Fall 2012
SR 2343 Mangum St. (2004/2005)	SR 2320 Proctor St.	SR 2342 Tippett Rd.	0.31 Miles	Grade, Drain, Base, Pave	Acquiring Right of Way	--
SR 1103 Fleming Rd. (2006/2007)	SR 1101 Piney Grove Wilbon Rd.	Dead End	0.57 Miles	Grade, Drain, Base, Pave	Acquiring Right of Way	--
SR 1947 Rogers Quarter Rd. (2005/2006)	SR 1906 Beaver Dam Rd.	Granville County Line	0.72 Miles	Grade, Drain, Base, Pave	Acquiring Right of Way	--
SR 2747 John Adams Rd. (2006/2007)	SR 1006 Old Stage Rd.	NC 42	1.20 Miles	Grade, Drain, Base, Pave	Acquiring Right of Way	--
SR 2734 Mary Hobby Rd. (2007/2008)	SR 2731 Jordan Rd.	NC 42	0.51 Miles	Grade, Drain, Base, Pave	Acquiring Right of Way	--
SR 2220 Needham Rd. (2008/2009)	SR 2049 Forestville Rd.	Dead End	0.48 Miles	Grade, Drain, Base, Pave	Acquiring Right of Way	--
SR 3043 Ferson Rd. (2006/2007)	SR 1600 Morrisville Parkway	Dead End	0.29 Miles	Grade, Drain, Base, Pave	Designing Plans	--
SR 2330 Carpenter Rd. (2007/2008)	NC 96	Dead End	0.43 Miles	Grade, Drain, Base, Pave	Build Spring/Summer 2012	Pave Fall 2012
SR 1146 Mt. Zion Church Rd. (2008/2009)	SR 1145 Richardson Rd.	Dead End	0.65 Miles	Grade, Drain, Base, Pave	Acquiring Right of Way	--
SR 1726 Petty Farm Rd. (2007/2008)	NC 55	Dead End	0.35 Miles	Grade, Drain, Base, Pave	Acquiring Right of Way	--
SR 1378 Old Sorrell Rd. (2007/2008)	SR 1377 Blaney Franks Rd.	Dead End	0.67 Miles	Grade, Drain, Base, Pave	Acquiring Right of Way	--
SR 2745 Bill Love Rd. (2010/2011)	SR 2742 Mount Pleasant Church Rd.	Dead End	1.25 Miles	Grade, Drain, Base, Pave	Designing Plans	--
SR 2879 Unnamed Rd. (2007/2008)	SR 2747 John Adams Rd.	SR 1006 Old Stage Rd.	0.26 Miles	Grade, Drain, Base, Pave	Acquiring Right of Way	--

ROADS ON "HOLD" LIST AS OF 2011-2012

WAKE COUNTY

RURAL ROADS

<u>SR Number</u>	<u>Road Name</u>	<u>Length (Miles)</u>
1706	Watkins Rd.	0.47
1916	Hinton Rd.	0.46
1632	Old Maynard Rd.	1.25
1372	Mid Pines Rd.	1.32
1167	Bonsal Rd.	0.42
2004	Choplin Rd.	0.80
2229	RC Watson Rd.	0.34
1400	Ballentine Dairy Rd.	0.82

SUBDIVISION ROADS

<u>SR Number</u>	<u>Road Name</u>	<u>Length (Miles)</u>
1157	James St.	0.24

**TOTAL LENGTH: 6.12 Miles**

Chairman Coble arrived during this item. He announced that he had attended the funeral of a near and dear friend who had been a great contributor to Wake County.

**Consideration of Interlocal Agreement between Wake County and the Town of Cary on the Use of Countywide Room Occupancy and Prepared Food and Beverage Tax Revenues**

Mr. Jason Horton, currently with Wake County Community Services, formally with Budget Services, said that the item is the Interlocal Agreement between the Town of Cary and Wake County for funding of sports venues in the Town of Cary including Cary Aquatics Center, WakeMed Soccer Park, Cary Tennis Park and the USA Baseball Complex.

Mr. Horton gave history behind the Interlocal Agreement and the use of the Occupancy and Prepared Food and Beverage Taxes. He said the last review of the Interlocal Agreement was in 2011 and since then several amendments have been made to the funding source.

A review was conducted with the partners and stakeholders including:

- Centennial Authority
- Wake Hospitality Alliance
- Greater Raleigh Convention & Visitors Bureau
- NC State University
- Gale Force Holdings
- NC Museum of Art
- Town of Cary
- City of Raleigh
- Wake County

The review identified a number of actions and/or issues necessitating additional information and next steps. Therefore, the recommendation approved by each board included the following actions:

1. No amendments to the Convention Center Financing Plan until next review;
2. Complete another collaborative review between December 2011 and March 2012;

3. Prior to December 2011:
  - a. Develop a Raleigh Convention Center Capital Maintenance Plan,
  - b. Develop a RBC Center (update) Capital Maintenance Plan, and
  - c. Benchmark the Raleigh Convention Center to other comparable and competitive convention centers for percent of budget spent on marketing/ advertising, capital reserves, and general public subsidy.
4. The Town of Cary will:
  - a. Proceed with improvements to WakeMed Soccer Park based on expected \$2.0 million in occupancy/prepared food and beverage tax revenues,
  - b. Develop capital plan for facilities defined in the sixteenth amendment (Cary Sports Venues), and
  - c. Execute Interlocal Agreement with Wake County in accordance with 10th Amendment

Mr. Horton stated the 10th Amendment to the revised agreement set parameters for the funding source such as six projects were identified. Wake County is the responsible party for ensuring compliance with the enabling legislation, revising agreements, and that the project is completed within the project scope. The funding requirements were:

1. Detailed project scope and schedule;
2. Funding commitments from all sources other than the City of Raleigh or Wake County in amounts totaling at least a one-to-one match of the funding provided through Occupancy and Prepared Food and Beverage Tax revenues;
3. Identification of the entity responsible for coverage of any on-going operating expenses of the project and a plan to meet that responsibility;
4. Certification that the funds provided shall be used only for capital purposes;
5. Agreement that the sponsors shall not seek operating funds from either the City of Raleigh or Wake County; and
6. A provision that funding provided is “last dollar funding for the project.

The funding request was for the following projects:

**WakeMed Soccer Park**

Phase 1 - \$4.1million

- Stadium Additions/Expansion
- New team facilities,
- Multipurpose room,
- Additional seating (+3,000)

Phase 2 - \$5.1 million

- Stadium Video Board
- Concessions & Restrooms
- Artificial Turf and Lighting
- Parking

**Tennis Park - \$4.5 million**

- Indoor Tennis Facility
- Clubhouse Expansion
- Outdoor Pavilion  
(improvements will be across the street from the existing site)

**USA Baseball Clubhouse (NTC National Training Complex) - \$6.5 million**

- Conference/meeting/multipurpose space
- Media Room
- Office Space
- Locker Rooms
- Coach/Officials Area
- Athletic Training/Laundry/First Aid

- Covered Pitching/Batting Facility  
(Location of improvements will be between Parking area and Stadium)

The Town of Cary sports venue projects total cost is \$20,120,877. The funding will be provided in two phases and the last year of funding will be in 2019. He said all the funding sources, in addition to the Interlocal Agreement, have been identified as:

USA Baseball - \$3.2 million  
Town of Cary - \$6.8 million

The \$10 million in funding from the one to one match along with the \$10 million from USA Baseball and the Town of Cary total the \$20 million needed for the Town of Cary projects.

With the information provided by the Town of Cary, it was staff's opinion that the projects meet the requirements of the 10th amendment that:

- On-going operating costs are the responsibility of the Town of Cary and any partners using the facilities (i.e. USA Baseball)
- Funds provided may only: –Be used for capital purposes –Not be used for operating costs
- Town of Cary has provided materials sufficient to meet the requirements in the 10th Amendment.
- Interlocal Agreement meets the recommendations identified during the 2011 Interlocal Review.
- Follows the funding schedules identified in the fifteenth amendment.
- Cary Town Council approved the Interlocal Agreement on October 13, 2011
- If future funds are not available to meet the payment schedule, both parties acknowledge that modification will be required

County staff will work with the Board of Commissioners to ensure funds are available for these projects and that there will be no gaps in providing the funding.

Chairman Coble said this action would remove the Cary Aquatics Center from the Interlocal Agreement and replace it with these new projects. Mr. Horton said this action would formalize the agreements and the agreement that identifies the funding for these projects and mirrors the agreements with the City of Raleigh would be revised.

Betty Lou Ward motioned, seconded by Ervin Portman, to authorize the County Manager to execute an Interlocal Agreement between Wake County and the Town of Cary for the use of Countywide Room Occupancy and Prepared Food and Beverage Tax revenues for the expansion and facility improvements at sports venues in the Town of Cary, subject to terms and conditions acceptable to the County Attorney.

Commissioner West asked about the changes to the agreement. Chairman Coble said the changes identify who will receive the money, what they receive it for and how they receive it. There will be other changes if there is a need to change the maintenance part of the agreement.

Commissioner Portman said this action is following through with the original agreement with Cary and encourages Cary to build these facilities with these

funds as they were intended to be used. He stated the Cary Aquatics Center was completed with private funds and it benefits the Town of Cary and its citizens. He said this is a great investment that pulls people in and improves quality of life.

Commissioner Bryan said \$15 million was allocated to the North Carolina Museum of Art, \$10 million to the Town of Cary, North Carolina Natural Science up to \$6 million, \$4 million for St. Augustine's College Track Project and Falls Whitewater Park. He said the Town of Cary through all these projects, was the last to come to the table. He said Cary as demonstrated they are a leader in sports in North Carolina and the region. He said he was glad that there was a partnership with Cary. He expressed concern with the language that funds would be appropriated based on availability. He asked if there was concern that the \$10 million may not be available or would it require working with the City of Raleigh for the funds to go outside of Raleigh. Mr. Cooke said if the revenues come in as projected and no changes are made to the agreement with the City of Raleigh, then this funding would not be achieved. The revenues have to outperform the projections or there has to be a different agreement with the City of Raleigh. Staff of the Town of Cary and Wake County agreed to use the original funding projections going into this endeavor so there is no easy out for the partners in January. Commissioner Portman asked if that meant the funds are reserved. Mr. Cooke agreed that those funds were reserved.

Commissioner Ward asked about the funding request from the Town of Wake Forest that was discussed. Mr. Cooke said there was no project with the Town of Wake Forest. He said all the funds that could be used for such a project is within the convention center finance model. Before a project with the Town of Wake Forest could occur, a change would be required with the City of Raleigh. Mr. Cooke said the county has hotel/motel prepared food revenues of about \$1 million each year which is being used to maintain facilities built with those funds which can only be used for capital. If the county wanted to entertain other projects in the \$100,000 range, then a competitive process could occur for the county's share of those revenues.

The motion passed unanimously.

TOWN OF CARY

COUNTY OF WAKE      AGREEMENT

This Agreement entered into this \_\_\_\_ day of \_\_\_\_\_, 2011, by and between the County of Wake (County) and the Town of Cary (Town).

WITNESSETH

WHEREAS, the Town has developed plans for expansion and added amenities to WakeMed Soccer Park, USA Baseball Complex, and Cary Tennis Park (collectively, the Venues) that will include stadium expansion and additions at the WakeMed Soccer Park; a clubhouse and additions at the USA Baseball National Training Complex; and an indoor tennis facility and additions at the Cary Tennis Park, and

WHEREAS, the Town anticipates that the cumulative total capital project costs associated with these improvements will equal or exceed twenty million dollars (\$20,000,000) and,

WHEREAS, the County has levied room 6% Occupancy Tax and 1% Prepared Food and Beverage Tax as allowed by Chapter 594 of 1991 Session Laws of North Carolina, and,

WHEREAS, the revenues generated by the 6% Occupancy Tax and 1% Prepared Food and Beverage Tax are distributed in accordance with the requirements in Chapter 594 of 1991 Session Laws of North Carolina and,

WHEREAS, the Town has been selected to receive ten million (\$10,000,000) of interlocal public funding generated through the County collected 6% Occupancy Tax and 1% Prepared Food and Beverage Tax to supplement at least ten million (\$10,000,000) to be provided by the Town and its Partners to fund the twenty million (\$20,000,000) and,

WHEREAS, the expansion and improvements at the Venues will enhance the sports and recreation appeal in Cary and Wake County and help improve future Occupancy tax and Prepared Food and Beverage tax revenues, and,

WHEREAS, the expansion of the Venues is critical to remain competitive in attracting tournaments and events for athletes of all ages (including NCAA Championships), which provides an economic impact in the Town of Cary and Wake County, and,

WHEREAS, the County and City of Raleigh entered into an agreement entitled “A Revised Interlocal Agreement Between Wake County and the City of Raleigh Regarding Use of Countywide Room Occupancy and Prepared Food and Beverage Taxes dated September 5, 1995” (the Revised Agreement), setting out the facilities that are to be improved with funding from these taxes, and,

WHEREAS, on September 19, 2005 the County and City approved the Tenth Amendment to the Revised Agreement to provide funding up to ten million dollars (\$10,000,000) beginning in 2007 and continuing through 2018 for construction of the Cary Aquatics Facility, and,

WHEREAS, on September 30, 2008 the County and City approved the Fifteenth Amendment to the Revised Agreement to repurpose initial funding from the Cary Aquatics Facility to the NC Museum of Natural Sciences with a new allocation schedule for the Cary Aquatics Facility beginning in 2013 and continuing through 2019, and,

WHEREAS, on May 4, 2009 the County and City approved the Sixteenth Amendment to the Revised Agreement modifying the projects funded to omit the Cary Aquatics Facility and insert WakeMed Soccer Park, the USA Baseball National Training Complex, and the Cary Tennis Park without changing the funding schedule, and,

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein the County and Town agree as follows:

1. The recitals are hereby incorporated into this agreement.
2. The WakeMed Soccer Park improvements will be located at 201 Soccer Park Drive, Cary, North Carolina and the scope will include locker rooms and additional seating capacity.

The USA National Training Baseball Complex improvements will be located at 200 Brooks Park Lane, Cary, North Carolina and the scope will include a new clubhouse facility.

The Cary Tennis Park improvements will be located at/near/or adjacent to the current Tennis Park located at 2727 Louis Stephens Drive, Cary, North Carolina and the scope of the project will include clubhouse improvements and additional court capacity.

3. All parties acknowledge that funding commitments from sources other than the interlocal funding will equal or exceed ten million dollars (\$10,000,000) such that the grand total of all funding sources dedicated to achieving the improvements outlined in this agreement will equal or exceed the sum of twenty million dollars (\$20,000,000).
4. Funding provided under this agreement will only be used for the Venues’ improvement-related capital costs and will not be used for ongoing operating costs.
5. The owner of the land on which the WakeMed Soccer Park is located is the State of North Carolina which was leased to Wake County on July 6, 1999 and assigned to the Town of Cary on August 12, 2008. Wake County owns the existing facilities built at WakeMed Soccer Park and has an agreement with the Town of Cary for all operation and maintenance. The owner of the land and facilities at both the USA Baseball Complex and Cary Tennis Park is the Town of Cary. All parties acknowledge that all construction activities will be performed in accordance with the requirements of the North Carolina State Construction Office and the North Carolina Department of Insurance.

6. This Agreement is designed to specify the anticipated timing and scope of the Venue capital improvements which were approved through the Sixteenth Amendment to the Revised Agreement. The timing of the Interlocal funding payments to the Town of Cary was approved jointly through the Raleigh City Council and the Wake County Board of Commissioners through the Fifteenth Amendment to the Revised Agreement in the amount of ten million dollars (\$10,000,000) payable beginning the Town Fiscal Year 2013 through the Town Fiscal Year 2019.

Consistent with the funding timetable documented in the Fifteenth Amendment to the Revised Agreement and repeated below for ease of reference, the term of this Agreement shall commence on July 1, 2012 and shall continue for a period of seven (7) years through 2019. All payments will be made in a lump sum no later than January 1 of each year.

<b>Fiscal Year (ending 6/30)</b>	<b>Payment Amount</b>	<b>Payment Date</b>
2013	400,000	Lump sum, no later than January 1, 2013
2014	1,000,000	Lump sum, no later than January 1, 2014
2015	1,000,000	Lump sum, no later than January 1, 2015
2016	1,300,000	Lump sum, no later than January 1, 2016
2017	1,700,000	Lump sum, no later than January 1, 2017
2018	2,600,000	Lump sum, no later than January 1, 2018
2019	2,000,000	Lump sum, no later than January 1, 2019
<b>TOTAL</b>	<b>10,000,000</b>	

Also consistent with paragraph 11.7 of the Tenth Amendment to the Revised Agreement, it is understood that if the actual revenues fall below revenue projections in Attachment A, both parties acknowledge the payment schedules will require amending. Should payment schedules require amending, it is also understood that the timing and/or scope of the venue capital improvements as stipulated in this agreement may require amending.

7. The Town will provide an annual report to the County as to the status of the Venue improvements including the progress of improvements made during the past year along with cumulative funds appropriated and expended prior to each stipulated lump sum payment date referenced in paragraph 6 in order to qualify for distribution of each lump sum payment.
8. It is the current expectation of the County and the Town that WakeMed Soccer Park Phase I will be completed and a Certificate of Occupancy issued on or before July 1, 2013.

It is the further current expectation of the County and the Town that the Cary Tennis Park will be completed and a Certificate of Occupancy issued on or before July 1, 2017.

It is the further current expectation of the County and the Town that the USA Baseball National Training Complex will be completed and a Certificate of Occupancy issued on or before July 1, 2019.

It is the further current expectation of the County and the Town that the WakeMed Soccer Park Phase II will be completed and each referenced component will be fully installed on or before July 1, 2021.

In the event each Venue is not completed by such specified dates, the annual report from the Town of Cary will explain the reason(s) for any deviation. As long as total expenditures for the improvements are equal to or exceed the cumulative sum of interlocal fund disbursements through that date, the County agrees to continue disbursing funds as referenced in paragraph 6.

9. This Agreement shall be governed by and enforceable in accordance with the laws of the State of North Carolina. This Agreement contains all of the promises, agreements, conditions, inducements and understandings between the County and Town concerning the subject matter hereof and there are no promises, agreements, conditions, understandings, inducements, warranties or representations, written, express or implied, between them other than as expressly set forth herein.
10. This Agreement may not be assigned without the prior written consent of both parties.
11. The parties hereto are and shall at all times, be independent and this Agreement shall not in any way create or form a partnership or joint venture between the parties.

12. Any provision of this Agreement, the performance of which requires that it be in effect after the expiration of the term or the earlier termination of this Agreement, shall survive such expiration and/or termination and shall remain operative and in full force and effect.
13. This Agreement may be terminated with the written consent of both parties.
14. The County reasonably believes that funds sufficient to make all payments during the term of this Agreement can be obtained. The County Manager shall include in the initial proposal for each of the County annual budgets during the term of this Agreement the amount of all payments coming due during the Fiscal Year to which such budget is applicable. Notwithstanding that the County Manager includes an appropriation for payments due under Section 6 of this Agreement in a proposed budget, the County may terminate its obligations hereunder without penalty by not appropriating sufficient funds to make the payments. In the event the Board of County Commissioners determines not to appropriate in the County's budget an amount sufficient to pay all payments coming due under the Agreement in the applicable Fiscal Year, the Board of County Commissioners shall adopt a resolution specifically deleting such appropriation from the proposed budget for that Fiscal Year, stating the reasons for such deletion, and identifying the vote of each commissioner upon the resolution. A copy of such resolution shall be sent to the Town within ten (10) days of its adoption by the Board. The County expressly agrees not to exercise its option to not appropriate funds under this Agreement for its convenience or to circumvent the requirements of the Agreement.
15. The Town of Cary reasonably believes that the Town of Cary through its own funding sources or those of its partners will provide appropriations sufficient to make at least ten million dollars (\$10,000,000) worth of capital improvements at the Venue facilities referenced herein during the term of this Agreement. The Town Manager shall include in the initial proposal for each of the Town annual budgets during the term of this Agreement at least the cumulative amount of appropriations necessary to accomplish the cumulative ten million dollars (\$10,000,000) of qualifying appropriations necessary to match the ten million dollars (\$10,000,000) of interlocal payments. Notwithstanding that the Cary Town Manager includes capital appropriations for the Venue improvements outlined in paragraph one (1) of this Agreement in a proposed budget, the Town of Cary may terminate its obligations hereunder without penalty by not appropriating sufficient funds to make the capital improvements in the time frame necessary to qualify for at least equal cumulative matching funding distributions according to the distribution schedule shown in paragraph six (6). In the event the Town of Cary Council determines not to appropriate in the Town's budget an amount sufficient to execute the improvement investments equal to keep the Town of Cary's cumulative capital project investments equal to or exceeding the cumulative interlocal payments coming due under the Agreement in the applicable Fiscal Year, the County may delay distributions until such time as the Town of Cary resumes appropriations that at least equal the cumulative distribution total of that respective year. The Town expressly agrees not to exercise its option to not appropriate funds under this Agreement for its convenience or to circumvent the requirements of the Agreement.
16. The Town agrees that during construction of the Venues for which the interlocal funding is used, to the extent permitted under North Carolina law, to defend, indemnify, and hold harmless the County, from 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 willful misconduct of the Town, except to the extent same are caused by the negligence or misconduct of the County.

**ATTACHMENT A:**

Wake County Major Facilities Fund  
Revenue Assumptions

	Occupancy Taxes		Prepared Food & Beverage		Total Revenue
<b>Fiscal Year</b>	Percent Change *	Revenue	Percent Change *	Revenue	
2012	3.0%	14,703,000	3.5%	18,448,734	33,151,734
2013	3.0%	15,144,090	4.0%	19,186,683	34,330,773
2014	3.0%	15,598,413	4.5%	20,050,084	35,648,497
2015	3.0%	16,066,365	5.0%	21,052,588	37,118,953
2016	3.0%	16,548,356	5.0%	22,105,218	38,653,574
2017	3.0%	17,044,807	5.0%	23,210,479	40,255,285
2018	3.0%	17,556,151	5.0%	24,371,003	41,927,153
2019	3.0%	18,082,835	5.0%	25,589,553	43,672,388
2020	3.0%	18,625,321	5.0%	26,869,030	45,494,351
2021	3.0%	19,184,080	5.0%	28,212,482	47,396,562
2022	2.7%	19,691,508	3.0%	29,046,160	48,737,668

Notes: Percent Change is based on the difference from the prior fiscal year.

**Appropriation of \$411,000 and Acquisition of the 27-Acre Medlin Property in the Marks Creek Watershed for Inclusion in the County's Open Space Program**

Mr. Chris Snow, Wake County Parks and Recreation Director, said the Board approved the County's submission of a North Carolina Parks and Recreation Trust Fund (PARTF) Grant application on January 18, 2011 in the amount of \$242,161 for the Medlin Property acquisition and the use of open space funds in the amount of \$242,161 as a match for the grant.

M. Snow said the grant application was based on the 32-acres Medlin Property and an offer of \$480,000. The 32-acres as based on tax records but the survey completed February 18, 2011 revealed the parcel was 27.038 acres. On June 8, 211 the grant was approved by the State of North Carolina. A new updated appraisal for \$411,000 was completed June 10, 2011. Based on the new appraisal and the survey, an offer of \$411,000 was presented and accepted by the family by signed contract on September 20, 2011. The Board was asked to authorize the PARTF contract and authorize expenditure of open space funds. Once the County closes on the property with the Medlin family, staff will submit a reimbursement request to PARTF in the amount of \$207,650.

The total cost of the Medlin acquisition is estimated to be:

Activity	Amount	Source
Acquisition	\$411,000	Open Space (72-036G)
Appraisal	\$2,500	Paid from PROS FY '11 Operating
Survey	\$1,800	Paid from PROS FY '11 Operating
Recording Fees	\$22	Paid from PROS FY '11 Operating
<b>Total</b>	<b>\$415,322</b>	

Joe Bryan motioned, seconded by Ervin Portman, to approve a contract with North Carolina Parks and Recreation Trust Fund (PARTF) Grant Program in the

amount of \$207,650 for the Partial Funding of the Medlin Property Acquisition in the Marks Creek Watershed; appropriate \$411,000 in the Open Space CIP for Medlin Property Acquisition; and, authorize the County Manager to execute a contract for the acquisition of approximately 27 acres from the Medlin family at a cost of \$411,000, subject to terms and conditions acceptable to the County Attorney. The motion passed unanimously.

**Adoption of an Ordinance which Regulates Begging, Solicitation, and Vehicle Interference in Public Places**

Mr. Scott Warren, County Attorney, said this item was in response to a request from a commissioner. The "Ordinance which Regulates Begging, Solicitation and Vehicle Interference in Public Places" focuses on persons who are disruptive or intimidating behavior on county streets and right-of-ways. It tracks the state legislation on this issue and is similar to municipal ordinances for the same purpose. He said if someone wants to beg, solicit or panhandle in the County, they would go to the County for a permit which could be renewed for a limited amount of time. The permit application process would be handled by Environmental Services. He noted that the ordinance mirrors what the City of Raleigh adopted earlier this year. The Ordinance speaks to exceptions or exclusions, the application process, permit issuance, denial and appeal, expiration or renewal and that there is no fee for the permit. It also addresses standards of conduct and penalty of violation.

Chairman Coble stated commissioners have received complaints this happening out in the county where the city ordinances are not in effect. Mr. Warren said there is state law to prohibit interference with vehicular traffic on a state road. Chairman Coble noted this ordinance s aimed at those who go out into traffic. He asked if the Sheriff had been contacted about the ordinance. Mr. Warren stated that the Sheriff had no problems with this permitting issue since the permits are not issued by the Sheriff's Office. Mr. Warren said there is no charge for the permit and it may be renewed. Mr. Warren added that if the ordinance did not pass unanimously, it would require a second reading and action by the board.

Commissioner West said that those in need will likely not apply for the permit even with an ordinance in place. He said that many have fell on hard times and have lost their jobs. He said he did not see it as a great area of public concern but safety is important. He said he did not want to penalize the poor who are in desperate times so he could not support the ordinance. He had problems with the message being sent to those that have fell on hard times.

Chairman Coble said this is not intended to hurt or affect people who have fallen on hard times but aimed to protect citizens in the county roadways. Wake County Human Services helps with those that are in need. He said there are people who have turned this activity into a moneymaking proposition. The ordinance is meant to prevent from putting people at risk in the roads. This is aimed at the people who are taking advantage of people's generosity and putting people at risk. Commissioner West said if a permit is required it could preclude people. Mr. Warren said that the City of Raleigh has a brochure listing the support agencies that are available and gets into this topic.

Commissioner West said if there is a state law then no ordinance should be required.

Phil Matthews motioned, seconded by Paul Coble, to adopt a Resolution enacting an Ordinance which Regulates Begging, Solicitation, and Vehicle Interference in Public Places.

The motion to adopt a Resolution enacting an Ordinance which Regulates Begging, Solicitation, and Vehicle Interference in Public Places passed with a 6 to 1 vote.

AYES: Ervin Portman, Phil Matthews, Tony Gurley, Paul Coble, Betty Lou Ward, Joe Bryan

NOES: James West

Commissioner Ward asked about students that sell items door to door for schools and if they would be affected by this ordinance. Mr. Warren said that this would not include students or door to door sales people. Chairman Coble said ordinance is for those that get into road intersections.

The ordinance will require a second reading and majority vote for final approval.

**A RESOLUTION INTRODUCING AN ORDINANCE WHICH REGULATES BEGGING, SOLICITATION, AND VEHICULAR INTERFERENCE IN PUBLIC PLACES**

**WHEREAS**, the County of Wake recognizes that begging, solicitation, and vehicular interference occur within the County;

**WHEREAS**, the County of Wake recognizes that begging, solicitation, and vehicular interference present unique challenges to the health, safety, and welfare of its citizens due to the personal and immediate nature of the contact;

**WHEREAS**, the County of Wake has a significant governmental interest insuring that any lawful protected activities occur in a manner that does not interfere with the health, safety, and welfare of its citizens by presenting unwanted danger, harassment or traffic hazards;

**WHEREAS**, pursuant to N.C.G.S. §153A-126 the County of Wake has the authority to regulate by ordinance begging or other canvassing for the private benefit of the solicitor;

**WHEREAS**, adopting the proposed ordinance will improve the health, safety, and general welfare of Wake County Residents by providing reasonable regulation of the identified activities;

**NOW, THEREFORE, BE IT ORDAINED AND RESOLVED** by the Board of Commissioners (the "Board") for the County of Wake, North Carolina (the "County") as follows:

The foregoing ordinance is hereby added to Title IX: GENERAL REGULATIONS of the Wake County Code of Ordinances (Zoning Ordinances):

**AN ORDINANCE WHICH REGULATES BEGGING, SOLICITATION, AND VEHICULAR INTERFERENCE IN PUBLIC PLACES IN WAKE COUNTY**

**Chapter 94. BEGGING, SOLICITATION, AND VEHICULAR INTERFERENCE**

**§ 94.01 DEFINITIONS.**

For the purpose of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

(1) *Aggressively beg* means begging which intimidates or is intended to intimidate another person into giving money or goods.

(2) *Beg* means to ask for money or goods as a charity, whether by words, bodily gestures, signs, or other means.

(3) *Intimidate* means to intentionally say or do something, or to say or do something that a reasonable person should know, would cause a person of ordinary sensibilities to be fearful of bodily harm. For the purposes of this article, it is not necessary to prove that the victim was actually frightened, and neither

is it necessary to prove that the behavior of the person was so violent that it was likely to cause terror, panic or hysteria.

(4) *Obstruct pedestrian traffic or vehicular traffic* means to walk, stand, sit, lie, or place an object in such a manner as to block passage by another person or vehicle, or to require another person or a driver of a vehicle to take evasive action to avoid physical contact. Acts authorized pursuant to the county's picketing and parade ordinances and regulations are exempt from the coverage of this article.

(5) *Panhandle* means to ask for money or goods as a charity, whether by words, bodily gestures, signs, or other means in a public place.

(6) *Public place* means an area generally visible to public view and includes alleys, bridges, buildings, driveways, parking lots, parks, plazas, sidewalks, and streets open to the general public, including those that serve food or drink or provide entertainment, and the doorways and entrances to buildings or dwellings and the grounds enclosing them.

(7) *Soliciting* means the act of asking for money or objects or value, with the intention that the money or object of value be transferred at that time, and at that place. Soliciting shall include travelling from place to place taking or offering to take orders for the sale of any goods, including but not limited to wares, merchandise, food, or periodicals for future delivery, or for personal services to be performed in the future, whether or not samples are displayed or money is collected in advance; and/or using or occupying any building, location, or public right of way for the sole purpose of asking for money or objects of value whether or not the proposed taking is in exchange for goods or services or solely for the personal benefit of the solicitor.

#### **§ 94.02 PROVISIONS; EXCEPTIONS.**

- (A) It shall be unlawful for any person to beg, panhandle, or solicit for personal benefit of the solicitor upon the streets or any other public property in the unincorporated areas of Wake County without obtaining the written permission of Wake County, as evidenced by obtaining a permit from the Department of Environmental Services. A permit shall be valid for seven days from the date of issuance. In the event a holder violates any provision of this Article, Wake County may revoke the holder's permit.
- (B) It shall be unlawful for any person to stand, sit, or loiter in the right-of-way of any street, with the intent to approach any motor vehicle for the purpose of soliciting employment, business, or contribution from the driver or occupant of a motor vehicle.
- (C) This section shall not apply to:
  - (1) The lawful solicitation of contributions from the public for charitable or eleemosynary purposes if in areas and a manner otherwise permitted by law;
  - (2) The promotion or expression of views concerning political, social, religious, and other like matters if in areas and a manner otherwise permitted by law;
  - (3) Licensees, employees, or contractors of the Department of Transportation or of any municipality engaged in construction, maintenance, or in making traffic or engineering surveys;
  - (4) Distribution of newspapers on the non-traveled portion of any street or highway except when those distribution activities impede the normal movement of traffic on the street or highway.

#### **§ 94.03 PERMIT APPLICATION.**

A person seeking issuance of a permit to engage in begging or panhandling in Wake County shall apply in person or by mail between 8:30 a.m. and 5:00 p.m. Monday- Friday (excluding holidays) to the Department of Environmental Services, Waverly F. Akins Wake County Office Building, 337 S. Salisbury Street, Raleigh, North Carolina 27601, phone (919) 856-7400. The application shall be on a form provided by the Department, signed by the applicant, notarized, and shall set forth the following information:

- (1) the name, permanent address (or if no permanent address a temporary address in the vicinity of Wake County), a phone number (if available), and next of kin (if available) of the applicant;

- (2) proof of date of birth, address, and identification of the applicant, to be provided through presentation of an original driver's license or other legally recognized form of photo identification and proof of social security number (a copy of which shall be submitted with the application);
- (3) a brief description of the activity to be conducted, including if applicable, any items or services to be sold or offered for sale;
- (4) the age, height, weight, and other identifying information of the person proposing to engage in the peddling or panhandling.

**§ 94.04 PERMIT APPLICATION FEE.**

There shall be no fee for this permit application.

**§ 94.05 PERMIT ISSUANCE, DENIAL, AND APPEAL.**

(A) **Procedure for application review.** Within five (5) business days of receipt of an application, Wake County or designee (hereafter "County") shall issue a permit unless the applicant:

1. has not submitted a completed application;
2. has submitted false information;
3. is under eighteen (18) years of age.

(B) **Possession of Permit.** Any person authorized by permit to engage in begging or panhandling shall at all times that he or she is engaged in the permitted acts carry the issued permit and a photo identification in his or her possession. In addition, a permittee shall exhibit his or her permit when requested to do so by any prospective customer or law enforcement officer. It shall be unlawful for any person to alter or falsify a permit issued under this section; and/or for any person other than the permittee to use a permit issued under this section.

(C) **Denial.** In the case of denial, the County's denial and the reasons for denial shall be noted on the application, and the applicant shall be notified that his application is denied and no permit shall be issued. Notice shall be mailed to the applicant at the last known address shown on the application form if given.

**§ 94.06 PERMIT EXPIRATION AND RENEWAL.**

Unless renewed, all permits issued pursuant to Section §94.05 shall expire seven (7) days from issuance. A permit may be renewed for an unlimited number of seven (7) day periods provided that the applicant completes a current application and that the applicant continues to be in compliance with the provisions of this Ordinance.

**§ 94.07 PERMIT REVOCATION.**

(A) A permit issued under Section §94.05 may be revoked or suspended by the County for the following reasons:

1. Fraud, misrepresentation, or false statement contained in the permit application;
2. Begging or panhandling in a manner inconsistent with the provisions in the issued permit;
3. Conviction of a crime or existence of any circumstance that would have prevented issuance of the permit under this Section;
4. Conducting begging or panhandling in such a manner as to create a breach of the peace or endanger the health, safety, or general welfare of the public.

(B) Upon revocation, the permit issued must immediately be surrendered to the County.

**§ 94.08 APPEAL OF DENIAL OR REVOCATION.**

Any applicant who has been denied issuance of a permit under Section §94.05 or who has had a permit revoked pursuant to Section §94.07 may appeal such action by within ten (10) days of the date of denial or revocation delivering a written notice of appeal, specifying with particularity the ground(s) for the appeal to the Wake County Manager, Waverly F. Akins Wake County Office Building, 337 S. Salisbury

Street, Raleigh, North Carolina 27601 (phone (919) 856-6160) Upon receipt of the notice, the County Manager shall fix a reasonable time for the hearing of the appeal, shall give due notice to the appealing party and the Wake County Department of Environmental Services, and shall render a decision within a reasonable time. The decision of the County Manager shall constitute the County's final action.

**§ 94.09 STANDARDS OF CONDUCT FOR BEGGING AND PANHANDLING WITH A PERMIT**

The following requirements shall apply to begging and panhandling with a permit:

- a. Begging or panhandling shall only be permitted between the hours of 8:00 a.m. and 8:00 p.m.
- b. Begging or panhandling shall not be permitted within one hundred (100) feet of any automatic teller machine or any other machine at which money is dispensed to the public.
- c. Begging or panhandling shall not be permitted within one hundred (100) feet of any financial institution open for business.
- d. Begging or panhandling shall not be permitted in the travelled portion, including the shoulders and the median, of any street, highway, or right of way.
- e. Begging or panhandling shall not be conducted in such a way to obstruct vehicular or pedestrian traffic.
- f. It shall be unlawful for any person holding a permit to be aggressive, threatening, or intimidating to a person while begging or panhandling.
- g. It shall be unlawful for any person holding a permit to approach an individual or individuals in groups of three or more.
- h. It shall be unlawful for any person holding a permit to make a false or misleading representation in the course of soliciting, including but not limited to representing himself or herself in any manner whatsoever as blind, deaf, dumb, or crippled, or otherwise physically defective, including wearing an indication of physical or mental disability when the solicitor does not suffer the disability indicated.

**§ 94.10 PENALTY.**

- (A) It shall be unlawful to violate any provision of this Ordinance. Violations shall be punishable by not more than 30 days imprisonment or \$50 fine, or both, in the discretion of the presiding judge.
- (B) In addition to any criminal enforcement, the County or any aggrieved person may pursue any available civil remedies deemed appropriate and necessary.

\* \* \* \* \*

**Wake County Public School System CIP 2006 Appropriation and Reallocation Request (First Reading)**

Mr. Don Haydon, Chief Facilities Officer for Wake County Public School System (WCPSS), stated the purpose of the request was to use savings in the 2006 Capital Improvement Program (CIP) for:

- Innovative new educational programs to provide greater choice, utilize space & efficiently use resources;
- Construct additional new schools to accommodate increasing enrollment; and
- To provide temporary facilities to provide immediate crowding relief.

He provided a copy of the original CIP 2006 and the Current CIP 2006 as amended with savings, contingency and repurposing of funds as well as specific proposals for use of funds.

### CIP 2006 – Original Plan

Categories	CIP 2006 Budget
<b>New Schools &amp; Crowding Solutions Projects</b>	
17 New Schools	532,155,087
11 Elementary	
4 Middle	
2 High	
Land Purchase	42,951,500
9th Grade Centers & Mobile Relocation and Leasing 2007 - 2009	29,454,178
Wendell Middle & East Cary Conversion	472,760
Conversion of Elem. Schools to Year Round	12,542,053
Offsite Improvements at New Schools	8,971,162
<b>Existing School Projects</b>	
13 Major Renovation Projects	232,316,195
Life-Cycle Replacement of Building Components	67,813,687
Child Nutrition Warehouse	2,778,383
Assessment of Existing Facilities	1,675,374
Technology Replacements	35,182,850
Educational Equipment Replacement & Life Cycle Furniture	4,607,278
Environmental and ADA	6,785,264
<b>Other Projects</b>	
Program Contingency	20,003,312
Program Management	35,705,912
<b>Start-Up</b>	
Start-Up for Design of Next Bond Projects	22,459,842
<b>TOTAL CIP 2006</b>	<b>1,055,874,837</b>

### Current CIP 2006 Plan:

Categories	CIP 2006 Budget
<b>New Schools &amp; Crowding Solutions Projects</b>	
★ 15 New Schools	462,133,423
9 Elementary	
4 Middle	
2 High	
★ Land Purchase	63,321,355
9th Grade Centers & Mobile Relocation and Leasing 2007 - 2009	29,454,178
Wendell Middle & East Cary Conversion	725,940
Offsite Improvements at New Schools	18,359,219
<b>Existing School Projects</b>	
★ 14 Major Renovation Projects	261,211,102
Life-Cycle Replacement of Building Components	74,813,687
Child Nutrition Warehouse	2,207,099
Assessment of Existing Facilities	1,675,374
Technology Replacements	35,182,850
Educational Equipment Replacement & Life Cycle Furniture	4,607,278
Environmental and ADA	6,785,264
<b>Other Projects</b>	
Program Contingency	11,209,152
Program Management	22,669,394
Building Permits	2,634,901
★ Reserve	61,784,133
<b>Start-Up</b>	
Start-Up for Design of Next Bond Projects	23,872,945
<b>TOTAL CIP 2006 Plan of Record (as of 10/17/11)</b>	<b>1,082,647,294</b>

Mr. Haydon said there were 17 new schools and 13 major renovation projects on the original 2006 CIP plan and 15 new schools and 14 major renovation projects on the revised 2006 CIP current plan. He reminded the board that a decision was made to postpone the construction of some new schools and added the renovation of the Wake Forest Rolesville High School which is completed. The land purchase line item was increased by about \$20 million from \$42.9 million to \$63.3 million and a reserve fund was established for savings and reallocation funds which has \$61.8 million in it.

	Original Plan (\$ M)	Revised Plan (\$ M)
New schools	532.2	462.1
Land purchase	43.0	63.3
9 <sup>th</sup> grade centers & mobiles	29.5	29.5
Year-round conversions	12.5	0
Offsite improvements	9.0	18.4
Major renovations	232.3	261.2
Life cycle replacements	67.8	74.8
Technology replacement	35.2	35.2
Program contingency	20.0	11.2
Program management	35.7	22.7
Start-up design	22.5	23.9
Program reserve	0	61.8
Other line items	16.4	18.6
Total	1,055.9	1,082.6

He reviewed the highlights including that the \$12.5 million for year-round conversions was removed. Program Contingency for project overruns was reduced from \$20 million to \$11.2 million. Program Management was reduced.

Mr. Haydon said construction of the nine elementary schools have been completed. Walnut Creek was the last elementary school to be completed and it opened this summer. Three of the four middle schools have been completed. Rolesville Middle School will be open in 2012. Rolesville High School is under construction and will be open 2013. Thirteen of the fourteen renovation projects are completed with the Hilburn Elementary to be completed in December.

Funds in the amount of \$123,577,256 have not yet been appropriated for projects. The funding source was bonds that have been authorized but not issued. The sale is planned for early next year for those bonds. There are \$9.5 million in bonds authorized and issued. Proceeds from the sale of assets from Wake Forest Road site and other properties were consolidated for a total of \$13.2 million. There is about \$4 million cash funds transferred from the General Fund and interest earned. The total for remaining projects not yet appropriated was \$123,577,256.

Mr. Haydon said there are funds currently available in the program as follows:

▶ Reserve fund:	\$61.8 M
▶ Program contingency:	\$11.2 M
▶ Savings in current projects:	<u>\$26.4 M</u>
• Total available:	\$99.4 M
• Identified needs:	<u>\$130.3 M</u>
• Additional needed:	\$30.9 M

The needs identified by the Superintendent and the Board of Education are in the amount of \$130.3 million which leaves a shortfall of \$30.9 million. He provided the plan to use the \$30.9 million for the shortfall from repurposed funds.

**Funds to be Re-purposed:**

▶ Reduce land purchases:	\$12.0 M
▶ Reduce early start designs:	\$ 9.9 M
▶ Reduce funding of temporary classroom relocations:	\$ 5.2 M
• Delay life cycle projects:	<u>\$3.8 M</u>
• Total:	\$30.9 M

▶ \$13.2 million contingent upon sale of assets

Mr. Haydon said \$12.0 million was intended for land purchases. Those funds have increased significantly to \$60 million because of this Board’s decision. He said they had adjusted their schedule, by delaying some projects, in order to get the land bought so they could proceed with future schools. They have 17 sites available for buildings for the next building program. Mr. Haydon shared a map of future school sites and surplus properties.

They have acquired 7 Elementary School Sites, 5 middle school sites, 4 high school sites, and one transportation center site. There are two elementary and one middle school sites under interlocal agreement and four sites declared surplus.

Mr. Haydon shared the following proposed use of funds.

▶ Offsite infrastructure M-6 & H-6:	\$ 4.8 M
▶ E-20 infrastructure, per MOU:	\$ 2.5 M
▶ Additional funding for crowding:	\$ 1.3 M
▶ 9th Grade Centers:	\$13.8 M
▶ Program management thru 2014:	\$ 7.5 M
▶ New E-25 elementary (2014):	\$21.3 M
▶ New H-10 high (2015):	\$59.8 M
▶ K-8, Academies, Cary HS renovation:	<u>\$19.3 M</u>
▶ Total:	\$130.3 M

Offsite Improvements:

Rolesville High and Rolesville Middle are not funded to date: \$4.8 M  
 Infrastructure for E-20 (North Wake Landfill) per MOU: \$2.5 M

Program Management thru 2014:  
 Current program thru Summer 2011 \$7.5 M  
 Reduced amount as projects have been completed within CIP 2006

Mr. Haydon shared the plans for innovation in school programs:

- ▶ Establish new leadership academy on Longview campus to serve male students in grades 6-12 beginning in 2012;
- ▶ Establish new leadership academy at a location to be determined to serve female students in grades 6-12 beginning in 2012;
- ▶ Restructure existing alternative programs/facilities to accommodate current Longview students;
- ▶ Transition Hilburn Elementary to a single track year-round or traditional calendar K-8 school beginning in 2012;
- ▶ Initiate planning for a K-5 science academy at a site to be determined to open for 2013/14 school year;
- ▶ Explore feasibility of establishing a career and technical education school for 2013;

Mr. Haydon said that there would be innovation in school building design and construction including energy savings contracts for retrofits of existing schools, sustainable design strategies in construction projects and reduced costs of school construction using a Request for Proposal process with designs focused on a reduced budget.

Mr. Haydon provided the upcoming school construction projects.

- ▶ Construct new H-10 high school in Apex to open in 2015;
- ▶ Construct new E-25 elementary school in Wake Forest to open in 2014;
- ▶ Complete design of Cary High and start renovation;
- ▶ Complete design of E-20 to be ready for construction at start of next capital program;
- ▶ Begin design of H-7 & H-8 high schools in spring 2012 to be ready for construction at start of next capital program.

Mr. Haydon shared a map of the forecast growth distribution of students from 2010 to 2020 along with a map of the planning regions based on attendance and school capacities.

Mr. Haydon provided the plans for temporary classroom space solutions:

- ▶ Construct new ninth grade center for Panther Creek High on future M-16 site; open in 2013 and retain in use at least until H-10 and H-7 are opened;
- ▶ Convert a Garner area commercial building or elementary school into a ninth grade center for Garner High; open in 2013 and retain in use at least until H-8 is opened and Garner High is renovated;
- ▶ Add additional 8-classroom modular units at Athens Drive, Holly Springs and Middle Creek Highs to open in 2012;
- ▶ Convert Dubois modular ninth grade center back to an elementary and early start E-25 there in 2012;
- ▶ Rehab Spring Forest Road modular campus and early start E-20 there in 2012.

Mr. Haydon stated the specific action requested from the Board of Commissioners as follows:

- ▶ Approve in concept the \$130.3 million plan for use of available CIP 2006 funds;
- ▶ Appropriating start-up design funds for:
  - ▶ H-10 (Apex) (\$2.3 M);
  - ▶ E-25 Elementary (Wake Forest) (\$925K);
  - ▶ Cary High Renovation (\$1.3 M)
  - ▶ Garner and Panther Creek 9<sup>th</sup> Grade Centers (\$910K);

- ▶ Boys Leadership Academy at Longview (\$100K);
- ▶ Program and Facility Conversions at Hilburn, River Oaks, and Phillips and Mt. Vernon (\$410K);
- ▶ Reallocate savings in existing projects to fund additional cost of offsite improvements at Rolesville High and Rolesville Middle (\$4.5 million).

The next steps planned are:

- ▶ Second Reading on November 7, 2011 for design start-up;
- ▶ Request funds for Boys & Girls Leadership Academies and 9<sup>th</sup> grade mobiles and modulars;
- ▶ Sell \$96.79 million GO bonds in Late Winter/Early Spring 2012;
- ▶ Request Funds for Construction of H-10, E-25, Cary Renovation, Program Management, Infrastructure Improvements at E-20, 9<sup>th</sup> Grade Centers at Panther Creek and Garner.

Chairman Coble expressed concern about repurposing of funds by delaying life cycle projects and later ramifications of this action. He asked for a list of the life cycle projects that may be delayed. Mr. Haydon said that this list has not been developed yet. Chairman Coble expressed his concern and that he may not be able to support that part of the request. He asked for additional information about offsite improvements at Rolesville High and Rolesville Middle Schools. Mr. Haydon said they are road widening projects.

Commissioner West said that the science and male and female academies are innovative. He asked if the academies are designed to address disadvantaged youth. He said there are a lot of issues around the disadvantaged youth. Mr. Haydon said that the superintendent has indicated that a diverse student body would be in those academies and the students will be in those schools by choice. Commissioner West said he hoped that by choice he hoped they would target some of the disadvantaged youth as well as others.

Commissioner Bryan asked if the NCSU Entry Study was considered or if these plans met the criteria from the study. Mr. Haydon said this proposal does meet the study. Commissioner Bryan said the citizens were promised certain results from the bond package and the bond package has changed, clearly by one less school. He asked for a breakdown of seats that were promised and how many seats were delivered. He liked the concept of the reduced cost in design of schools. He asked what caused this to be put into action. Mr. Haydon said that value and cost is being evaluated. He said they suggested the designers use a prototype they have used elsewhere. Mr. Haydon said that developers have indicated they can build for less and asked that they provide the difference in what has been traditionally built, the effect on life cycle costs and difference in educational standards in size and space. They will be able to properly evaluate the value of the RFP if they provide the background information. Commissioner Bryan said in the past they have spent \$70 million on building high schools but they are planning to build a high school in Apex for \$60 million. He said the citizens in Apex do not want to have a high school that is less than the other high schools. Mr. Haydon said they have set it as a target to see if it can be achieved. Commissioner Bryan asked what the basis was for believing the school can be built with \$10 million less and why hasn't this been done in the past. Mr. Haydon said design firms are saying they can do it for less, so they have told them to show them how they can do it for less.

Commissioner Bryan asked what the total savings were from the 2006 CIP bond issue. Mr. Haydon said there is \$61 million was in the reserve fund. Commissioner Bryan said they have saved \$61 million in the CIP 2006 program but now they plan to delay life cycle projects that needed to be done but they plan to do new things above what was promised. He said there are \$61 million available and going to be used for new ideas but still can't deliver the number of schools promised. Mr. Haydon said two schools were postponed to the next

bond in order to fund the renovation of Wake Forest Rolesville High School. Mr. Haydon said the \$61 million has been repurposed. Commissioner Bryan said his point was that the schools will be coming to the board and the public for another bond issue and they have chosen to repurpose \$61 million that could have been used for new seats.

Mr. Cooke said the changes will build 17 new schools but the configuration would change. There will be 10 elementary, 4 middle and 3 high schools. The results should be more seats than promised. Mr. Haydon said Rolesville would be the second and Apex would be the third high school.

Commissioner Gurley questioned the current reserves amount being \$61.8 million. He said this board authorized the use of reserve for the Wake Forest Rolesville renovation took some of it. He asked to see the total of what has gone into the reserves over the years and the authorizations and amounts spent from the reserve. Mr. Haydon estimated an additional \$40 million to \$45 million had been in the reserve account and been spent.

Commissioner Portman said that the board's questions center around what is coming up next. The concern he hears from other commissioners is that this cleanup is setting the stage for the next bond issue. He asked about the single track year round. Mr. Haydon said that track 4 would likely be the only track and only a schedule change. It does not increase the capacity. Mr. Haydon said this change provides some consistency for parents who have other children in a year round calendar.

Commissioner Portman noted the \$99 million in available funds and the needs identified totaled \$130 million. He asked about the \$13.2 million budgeted proceeds from sale of assets. He asked if there were any active contracts on facilities for sale. Mr. Haydon said they have had one offer which was not accepted by the Board of Education. If the properties are not sold which would generate the \$13.2 million in revenue, then that would be another shortfall which would have to be made up in the budget. Commissioner Portman asked at what point the capacity determines there is a need to design a school for more seats. He said once the 2006 CIP is completed in 2013-2014, when will the preplanning for the seats needed in 2015-2016 begin. Mr. Haydon said there are funds in this program for the early start designs for the new schools needed for 2015-2016. Design work will begin on the two high schools and the elementary school (E-20) so they will be ready around 2015 or 2016.

Commissioner Portman asked if the Board of Education had determined when the next bond issue needs to occur. Mr. Haydon said no. Commissioner Portman asked if the projections tell them when the bond issue needs to occur. Mr. Haydon said the crowding charts indicated the middle schools will be good thru 2013 to 2014 and the elementary schools have some crowding due to growth even during the slowdown. The Superintendent will be making presentations to the Board of Education in the coming months on space needs. Mr. Haydon said they are looking at the worst of the needs to address with the money that is available realizing there are still outstanding needs.

Commissioner Portman referred to the map noting that there is a shortage of seats after the 2006 bond in the north zone of the county. He asked to see what the numbers look like after the completion of the 2006 CIP program. Mr. Haydon said he would provide an updated proposal.

Commissioner West asked about the science leadership schools and whether they are magnet schools. Mr. Haydon said that they will not be magnet schools, but will be a choice for parents. Commissioner West asked what the difference was between the schools.

Commissioner Ward said that Guilford County has leadership schools and asked if these schools will be patterned after their schools. Mr. Haydon said

that staff has visited the Guilford leadership schools. He would not say they were using those schools as a model but they had visited them for reference.

Chairman Coble asked about a single track verses a traditional program. Mr. Haydon said that this is used to coincide with other similar year-round schools. Commissioner Portman asked why the school could not be year-round. Mr. Haydon said that number of seats/classrooms would not work for the middle school program.

Commissioner Gurley said that Mr. Tony Tata, Wake County Schools Superintendent has tried to utilize facilities as much as possible.

Chairman Coble recapped the discussion and said that he was concerned with the priorities.

### **Public Comments:**

Ms. Christie Stancil Wood stated that the ordinance regulating firearms, last revised in 2002, needed to be revised. She said her neighbor shoots a high powered rifle behind her home and the 100 yards in the ordinance is not a substantial enough distance from the subdivision for someone to be shooting a gun. She noted that Wake County's population has increased considerably since 2002 and it is predicted that by 2014 there will be one million citizens in Wake County. She said that she has contacted public officials about trying to get this ordinance changed.

Chairman Coble referred this matter to the County Attorney for review.

### **Other Items**

Chairman Coble asked if there were any other items of business but there were none.

### **Adjourn**

Betty Lou Ward motioned, seconded by Tony Gurley, to adjourn the meeting at 4:15 p.m. The motion passed unanimously.

Respectfully submitted,

Susan J. Banks, NCCCC  
Clerk to the Board  
Wake County Board of Commissioners