

Wake Forest Board of Commissioners Meeting Agenda December 18, 2018 at 7:00 PM All items listed are for discussion and possible action.

Notice

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), the Town of Wake Forest will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities. For individuals with impaired hearing, special equipment is available for use during meetings in the Town Hall board chambers. Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a program, service, or activity of Town of Wake Forest should contact the office of ADA Coordinator Mickey Rochelle at 919-435-9455 or mrochelle@wakeforestnc.gov or Town Clerk Deeda Harris at 919-435-9413 or dharris@wakeforestnc.gov as soon as possible, but no later than 48 hours before the scheduled event.

Cable & Online Broadcast of Board of Commissioners Meetings

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Meeting Agendas

The Board of Commissioners meeting agenda is available to be viewed and downloaded at www.wakeforestnc.gov/board-of-commissioners.aspx by noon on the Thursday prior to the third Tuesday of each month. Citizens may request copies of the agenda or submit questions concerning agenda items by calling the Town Clerk's office at 919-435-9413. Citizens may also receive a copy of each month's agenda via email by enrolling in the free E-Notifier subscription service. For more information visit www.wakeforestnc.gov/enotifier.aspx.

Public Hearings

When an agenda item is denoted as a Public Hearing, persons attending shall be permitted to address the Board of Commissioners regarding the item under consideration with those speaking in favor first and those against speaking second. Proponents and opponents shall each be given five minutes of time to speak and may choose to allow one speaker to utilize the time. In the event either proponent(s) or opponent(s) have not designated a speaker to represent the view, each speaker will be allowed five minutes each to express his/her comments, ideas, concerns, expressions, and desires. No comments will be allowed on agenda items.

Public Comment

Anyone wishing to address the Board of Commissioners concerning an issue or topic that is not a public hearing item or an agenda item during the time of the Public Comment should contact Town Clerk Deeda Harris by 3 p.m. the day of the meeting. Mayor Jones will recognize you during the Public Comment period and give you 3-5 minutes to speak. Thank you for your cooperation.

Call to Order

Pledge of Allegiance

1. Approval of Agenda

2. Approval of Minutes

2.A. Approval of Minutes for Meeting held November 6, 2018 (Work Session) and November 20, 2018 (Regular Board of Commissioners Meeting).

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mins_11-6-18 WS_agenda-draft.pdf
mins_11-20-18 Agenda-draft.pdf
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3. Presentations

- 3.A. Presentation from the WF Purple Heart Foundation in Appreciation of Co-hosting The Wall That Heals in the Town of Wake Forest Wall that heals presentation.docx
- 3.B. Introduction of remaining candidates for the Board of Adjustment, Design Review and Planning Boards.

 Introduction of condidates for the BOA Planning and DPR support does

Introduction_of_candidates_for_the_BOA_Planning_and_DRB-summary.docx

3.C. Proclamation Recognizing the Franklin Academy Cross Country Teams and Coaching Staff.

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Franklin_Academy_Cross_Country_proclamation-summary.docx
Franklin Acad. Cross Country Proclamation-2018-3rd_year.docx
Franklin Acad. Cross Country Proclamation-2018-boys.docx
Franklin Acad. Cross Country-Coach Martin Proclamation-2018.docx
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4. Public hearings / Public Comment

4.A. Public Comment: If anyone would like to address the Board of Commissioners on an item other than a public hearing item during the time of public comment, please sign up with the Town Clerk prior to the meeting. Each speaker is asked to limit comments to 5 minutes. Please provide the clerk with copies of any handouts you have for the Board. Although the Board is interested in hearing your concerns, speakers should not expect Board action or deliberation on subject matter brought up during the Public Comment segment. Topics requiring further investigation will be referred to the appropriate Town Staff and may be scheduled for a future agenda. Thank you for your consideration of the Board of Commissioners, staff and other speakers.

5. Consent Agenda

(A Consent Agenda is a group of items passed with a single motion and vote. These matters are of a generally routine nature. No debate is allowable on any item included on the Consent Agenda. If a Commissioner or any citizen of Wake Forest or its ETJ wants separate consideration of any item, it may be removed from the Consent Agenda by request.)

5.A. Approval of resolution authorizing audit services proposal from Cherry Bekaert LLP.

Audit services proposal summary.pdf

5 year quote for WF.pdf

Resolution 2018-xx Five Year Audit Proposal.docx

Cherry Bekaert LLP - Town of Wake Forest - Proposal Letter.pdf

6. Legislative Items

- 6.A. Appointment of Members to the Town's Advisory Boards and Commissions.
- 6.B. A Resolution Approving Acceptance of a Nonrecurring Special Appropriation from State of North Carolina for the Rehabilitation of the Ailey Young House.

BOC 12-18-18 Summary Sheet 2018-xxx

Wake Forest - Gov Letter Acknowledging Grant FY 2018-19.docx

Grant Contract with Gov Town of Wake Forest.pdf

Resolution2018-XXX Appropriation.docx

6.C. Consideration of Municipal Election Fees for 2019.

WakeCoBoardofElections2019 fee-summary.docx

Municipal Election Information Request for Towns.pdf

7. Planning Items

7.A. Consideration of Approval of LEGISLATIVE ITEM TA-18-05 Text amendment to the Unified Development Ordinance for the purpose of amending Section 12.4.1.C.1: Establishment of Flood Hazard Areas.

text_amendment-TA1805-Summary.docx

TA-18-05 Consistency Statement.docx

UDO Ordinance TA-18-05.docx

7.B. Consideration of Approval of CASE NO. TA-18-06: Consideration of Various Text Amendment to the Wake Forest Unified Development Ordinance (UDO)

TA-18-06-Summary.pdf
TA-18-06 Consistency Statement.pdf
UDO Ordinance-TA-18-06.pdf

- 8. Administration and Financial Items
- 9. Public Services Items
- 10. Parks and Recreation Items
- 11. Public Safety Items
- 12. Other Business
 - 12.A. Wake County Tax Releases WakeCoTaxReleases.pdf
 - 12.B. Monthly Report.
 Nov 2018.docx
 - 12.C. Commissioner Reports
- 13. Adjournment



Agenda Item No.: 2018-751 Submitted by: Deeda Harris

Submitting Department: Administration Meeting Date: December 18, 2018

SUBJECT

Approval of Minutes for Meeting held November 6, 2018 (Work Session) and November 20, 2018 (Regular Board of Commissioners Meeting).

Recommendation:

Item Summary:

ATTACHMENTS

- mins_11-6-18 WS_agenda-draft.pdf
- mins_11-20-18 Agenda-draft.pdf



Wake Forest Board of Commissioners Work Session Meeting Minutes

November 06, 2018 at 5:30 PM

Mayor Jones called the meeting to order at 5:30 p.m. She led everyone in the Pledge of Allegiance.

Council Members Present

Mayor Vivian Jones

Commissioner M. Greg Harrington

Commissioner Brian Pate Commissioner Anne Reeve Commissioner Liz Simpers

Commissioner Bridget Wall-Lennon

Staff Present

Kip Padgett, Town Manager Candace Davis, Assistant to the Manager Deeda Harris, Town Clerk

Staff Present (Continued)

Lisa Hayes, Downtown Development Director Aileen Staples, Chief Financial Officer

Antwan Morrison, Asst. Finance Director

Ben Blevins, Budget Analyst

Chip Russell, Planning Director

Suzette Morales, Transportation Planning Manager

Jeff Leonard, Police Chief

Darren Abbacchi, Police Captain

Matt May, Police Captain

Brian Mote, Police Department

1. Presentations

1.1. Introduction of New Employees.

Town Manager Padgett introduced William Poteat with the Police Department.

1.2. Update of WakeMed North Hospital (Sheri DeShazo, Senior Vice President and Hospital Administrator).

Ms. Sheri DeShazo, Senior Vice President and Hospital Administrator and Andi Curtis, Government Affairs with WakeMed North Campus attended the meeting. Ms. DeShazo gave an update on what they were doing to meet the growing needs of the community. She shared the Wakemed pyramid that represented their strategic plan. They were committed to creating a healthier community, strong quality, value oriented and patient centered environment.

WakeMed North offered both in- and out-patient services. They were fortunate to have the primary and specialty care medical office building on the campus. They offered surgical and in-patient medical care for both men and women. The Emergency Department was the first freestanding emergency room in North Carolina and continues to grow.

She gave some statistics of the WakeMed North Hospital. There were 75 physicians in the physician's office pavilion. They were approved by the state for a 77-bed hospital. Their pride was offering an intimate setting and being front line for care. They coordinated with the larger hospital system for specialty care.

They were focused on volumes in terms of growing inpatient services. They were up over 20% in deliveries and growing in surgical procedures and decrease number of patients that had to wait for admissions. They were growing along with the community. They added the offering of internal medicine and added additional practices to the hospital. Duke and Blue Ridge OB/GYN could admit their patients there.

She commented the OB/Emergency Department was expanded to provide specialty emergency care for OB patients. At each of the WakeMed locations, there was a specialized OB for pregnant women who came in the emergency room.

There were endoscopy suites for both male and female available five days a week. Ortho Urgent Care was located in the office pavilion. WakeMed North offered expanded services for women - 3D mammograms and expanded mobile MRI services. The mobile unit was offered three days a week to accommodate the need. They were proud to be North Carolina's first Milk Bank deposit site. This was a great way for someone that had suffered a loss to get support and to give back.

WakeMed had an extraordinary team of people. They were ranked in the top 10% as employer of choice across the nation. They were growing talent within the organizations. Seventy percent of employees were promoted from within.

WakeMed was also engaged in the community. They hosted community events with their landmark WakeMed's Ladies Day (a landmark ladies day event they had held 3 years in a row). The attendance last year was over five hundred. Attendees could get free screenings and free advice. They extended and offered their first Men's Health Night where over 100 attended. They partnered with organizations that recognized women such as Bloom Raleigh, an event for new and expecting moms. WakeMed was also active in the community participating in Meet in the Street, Leadership Wake Forest and being a Member of Board of Directors for the Wake Forest Chamber of Commerce.

She thanked the commissioners and community for their support. In FY2017, fifteen percent of office visits in the Medical Office Building were from Wake Forest patients. She was pleased to have growth in primary care, women's services, urology and cardiology. She shared there were more visits from Wake Forest than any other surrounding zip codes. They were working to expand to offer more services close to home such as heart health and oncology needs.

Mayor Jones appreciated Ms. Sheri DeShazo and Ms. Curtis for coming and sharing. It was important to have the service close by.

1.3. Presentation of fiscal year ended June 30, 2018 Comprehensive Annual Financial Report (CAFR)

Chief Financial Officer Staples introduced Ms. April Adams, CPA with Cherry Bekaert LLP. There were standards for audits they had to follow - GAAS and GASB. The town was obligated to perform a risk-based audit. They were looking at where they thought the risk exist. The auditors were required to express opinions and perform internal controls. During the single audit, there were no findings and no journal entries as by the required communications.

Ms. Adams mentioned the highlights. The auditors did a clean opinion, which was the highest level free from material mistakes. In their statement, there were no findings. For testing the controls, they tested the payroll, budget testing and single audit of the Powell Bill and highway planning. There were no journal entries as required by the GASB and 75/OPEB.

Financial Highlights

Cash balance increased over the years. The town still had funds available to spend on the different items of debt they had taken on. The property taxes had increased year after year. The collection rate was 99.88% of levy collected (highest in last 10 years). It was well above the statewide average. It was ahead of peers across the state.

General Fund Balance

The general fund balance was at the minimum of the town's policy. Revenues increased and expenditures decreased. Town staff created a debt-service fund. The debt service was carried but now it had its own fund, which helped to decrease the expenditures.

She said the Electric Fund was \$21 million, which was a net increase. With the debt activity, there had been quite a few installment agreements listed and GO Bonds issuances. They updated the debt model debt issuances and those planned through 2021. The town obtained an AAA rating from Fitch which was the highest one could get.

The auditors gave four clean opinions. The town was doing good all around. Cherry Bekaert staff had full cooperation from management and the finance department with special thanks for Chief Financial Officer Staples and Assistant Finance Director Morrison.

She mentioned last year the town was awarded the certificate of achievement of excellence in Finance Reporting from the GFOA. Experts in financial reporting reviewed the report to make sure it was in compliance. It marked the twenty-eighth year the town had received the award.

Chief Financial Officer Staples shared the Popular Annual Financial Report (PAFR) for 2016-17 audit was submitted. The town obtained the GFOA reward for it for the very

first time. Assistant Finance Director Morrison was working on the submission for the CAFR. Graphics Coordinator Martinson was recognized for the design.

1.4. Update to Municipal Code on School Zones

Transportation Planning Manager Morales addressed the board to discuss the school zones in the Code of Ordinances. She wanted to amend the ordinance to define what a school zone was, how it was designated and include the town process and changes staff recommend to facilitate the process.

She worked with the Assistant to the Manager Davis and the Town Attorney on the update. She explained the definition of a school zone as being an area approaching, adjacent to, and beyond school buildings or grounds, or along which school related activities occur. The area was marked with signs and pavement markings with special speed limits posted, often with the effective hours marked on the signs. It helped road users, cyclist and pedestrian know there was a school zone and how to proceed.

Transportation Planning Manager Morales stated the North Carolina Department of Transportation and municipalities had the authority to designate and control the school zone in their jurisdiction.

With the current process, the school would contact the Town Engineer and request the school zone. The Town Engineer would review and determine the distance and if any traffic control devices were necessary. He or she would then bring to the board to amend the ordinance and if approved added. The town would then pay for and erect the signage and pavement markings.

The last school zone was done in March 2017 for Envision Academy. At that time, the Board of Commissioners decided it would be best if schools, like developers go through the approval process and pay for their own signs and markings. A resolution was not done for that so staff would like to provide a resolution and in doing so decided the ordinance should be changed as well. Staff would provide a draft resolution of the policy and ordinance amendment.

She described the proposed process the schools:

- School submits traffic management plan along with development plan for review by the planning department
- Planning department reviews and approves plan
- The school pays for and erects approved traffic control devices and supplemental payement markings
- The new school zone area will then be under the umbrella of the new school zone ordinance

In reviewing the ordinance, staff saw a need for consistency (some school names had changed, some had a distance listed, times changed etc.). Also, a formal process for schools to adhere to needed to be adopted. They provided a draft of both. The ordinance was for future schools. It would not change the current schools.

Town Manager Padgett recognized Transportation Planning Manager Morales for her behind the scenes efforts to streamline different processes and with project management.

2. Discussion of Monthly Financial Report

There were no questions for the finance department.

3. Review of Draft Agenda for Upcoming Regular Meeting

3.1. Review of November 20, 2018 Meeting Agenda.

The commissioners reviewed the agenda. Commissioner Pate asked for the items for the WF Business and Industry be removed from the consent agenda.

4. Other Business

4.1. Proclamation Recognizing "Bells Of Peace" On November 11, 2018 - A World War I Centennial Armistice Remembrance.

Mayor Jones shared she was doing the proclamation. It was the tradition at 11:00 a.m. on the 11 to ring the bells in remembrance of those that lost their lives during the war.

5. Commissioner Reports

Commissioner Harrington mentioned the Veteran's Day Memorial program would be on Monday instead of Sunday. He stated The Wall That Heals was on to its next stop. There were over 21,000 visitors not including those that came at night. He commended the committee and the Purple Heart Foundation and town for hosting it.

Commissioner Wall-Lennon said the Triangle J would be forming a 501c3 non-profit organization. They discussed the by-laws. If not a delegate representing your Municipalities, an elected official could still serve on the board of the non-profit.

She mentioned one of her advisory boards shared they wanted to be involved and provide input for the individuals to be nominated for membership to the advisory board. Commissioner Pate said he had the same question from an advisory board. Commissioner Wall-Lennon also shared the application was limited to address short answer responses.

Commissioner Reeve said there was some value in the current members assessing and review the potential candidates.

Commissioner Pate said the board also needed to be mindful in the term limits so not to discourage participation. There were times where there was organizational history that was necessary for someone to serve longer.

After discussing, the commissioners decided to allow the current board to provide recommendations of those to appoint and if a waiver was needed written justification and an alternate for appointing if the board decided not to grant the waiver. They also decided a separate application would be required for applicants interested in more than one board.

Commissioner Reeve attended the Downtown Property Owner's Luncheon. Lots of great information. She mentioned the passing of Nancy Bates (long-term members of the Cemetery Advisory Board and other boards) and Ricky Wright, whose father started the Electric Motor Company very viable member of Wake Forest.

Commissioner Pate attended classes at the North Wake College & Career Academy. They were doing projects on the amendments that were on the November ballot. It was great to listen to the kids points of view. He thanked all the volunteers. He participated in an active-shooter class taught by Lt. Danforth. It was intriguing. He suggested citizen participate in it. He learned a lot from it. He mentioned Ricky Wright did many things and supported so many events and clubs in town. He offered condolences to the families. He and Ms. Bates were great supporters of the town.

Mayor Jones said she was sadden to miss the events due to an injury. She attended the Stop Hunger fundraiser for Tri-Area Ministries. She along with Assistant to the Manager Davis were working with the Northeast Community Coalition on a Z. Smith Reynold's Foundation grant.

6.	Adjournmen	lt

The meeting adjourned at 6:35 p.m.

Respectfully Submitted,	
	Town Clerk
	Mavor



Wake Forest Board of Commissioners Meeting Agenda

November 20, 2018 at 7:00 PM

Mayor Jones called the meeting to order at 7:00 p.m. Members from Boy Scout Troops 399, 500 and 511 led everyone in the Pledge of Allegiance.

Council Members Present

Mayor Vivian Jones Commissioner M. Greg Harrington Commissioner Brian Pate Commissioner Anne Reeve Commissioner Liz Simpers Commissioner Bridget Wall-Lennon

Staff Present

Kip Padgett, Town Manager Candace Davis, Assistant to the Manager Deeda Harris, Town Clerk

Antwan Morrison, Asst. Finance Director Ben Blevins, Budget Analyst Chip Russell, Planning Director Suzette Morales, Transportation Planning Manager

Lisa Hayes, Downtown Development Director

Aileen Staples, Chief Financial Officer

Jeff Leonard, Police Chief Darren Abbacchi, Police Captain Matt May, Police Captain Brian Mote, Police Department

Staff Present (Continued)

1. Approval of Agenda

ACTION: Commissioner Reeve made a motion to approve the agenda. Commissioner Pate seconded the motion, which carried (5,0).

2. Approval of Minutes

2.A. Approval of Minutes for Meeting held October 2, 2018 (Work Session and Joint Public Hearing), October 3, 2018 (Mid-year Update) and October 16, 2018 (Regular Board of Commissioners Meeting).

ACTION: Commissioner Pate made a motion to approve the Minutes for Meeting held October 2, 2018 (Work Session and Joint Public Hearing), October 3, 2018 (Midyear Update) and October 16, 2018 (Regular Board of Commissioners Meeting). Commissioner Harrington seconded the motion, which carried (5,0).

3. Presentations

3.A. Wake Forest Parks, Recreation and Cultural Resources Department - National Accreditation (CAPRA) Award Presentation.

Athletics & Aquatics Superintendent Austin and Michelle Wells, Executive Director NCRPA and Keith Jenkins, President of the NCRPA Board of Directors joined Parks and Recreation Director Wall to address the board. Ms. Wells said the NC Recreation & Park Association (NCRPA) was the premier nonprofit education and advocacy organization, dedicated to the advancement of the parks and recreation profession in our state. They wanted to attend the meeting to recognize and honor the newest agency in NC to be welcomed through the national accreditation process. The Wake Forest Parks, Recreation & Cultural Resources department was currently one of twelve accredited agencies in NC and one of one hundred and seventy four in the US.

Keith Jenkins, President of the NCRPA Board of Directors said the Commission for Accreditation of Park and Recreation Agencies CAPRA recognized agencies for excellence in operation and service. Charged with providing high quality services and experiences, park and recreation agencies across our nation turn to CAPRA Accreditation as a credible and efficient means of achieving these goals, while providing assurance to the public that the agency met national standards of best practices. Achieving the accreditation benefited the public as well as the Parks & Recreation Department.

He commended Mayor Jones and members of the Board of Commissioners for their support of park and recreation in the town. They asked Town Manager Kip Padgett, Mayor Jones, and Shinica Thomas, Chair of the Recreation Advisory Board to join them at the podium to present the plaque. They also recognized the Recreation Advisory Board Members and staff in attendance as it was a combined effort of all. Parks & Recreation Director Wall presented the elected officials with a commemorative cup and pin. He also recognized Athletics & Aquatics Superintendent Austin for taking the lead in coordinating the effort. He appreciate all the hard work in accomplishing it.

4. Public hearings / Public Comment

4.A. Public Hearing to receive public input on capital needs for inclusion in the five year Capital Improvements Plan (CIP) update for FY 2019-2024.

Mr. Ira Richman, 1320 In Game Ct. gave kudos for the town parks. He felt the Bishops Grant subdivisions and others east of Wake Forest were not connected with a way to bike and walk into town as there was no shoulder past Jones Diary Road. He hoped there were plans to get that in place. He also thought there was a need for more public transportation.

There was no one else to speak. Mayor Jones closed the hearing. She shared there would be another opportunity for public comment after the plan was submitted.

4.B. Public Comment: No one signed up to speak.

5. Consent Agenda

- 5.A. Approval of a Resolution to approve Contract Amendment #2 for the Downtown Improvements, Phase 3 project.
- 5.B. Approval of Budget Ordinance Amendment # 1 for fiscal year 2018-2019.
- 5.C. Approval of Contract for the Wake Forest Comprehensive Transportation Plan.
- 5.D. Approval of the 2019 Meeting Dates of the Board of Commissioners and Planning Board.
- 5.E. Approval of an Ordinance Amending Chapter 30: Article VI. Traffic Schedules Sec. 30-256. Schedule X, Stop Intersections of the Code of Ordinances.
- 5.F. Approval of an Ordinance Amending the Wake Forest Code of Ordinances Chapter 30: Traffic & Vehicles School Zones.
- 5.G. Approval of a Resolution of Support of a Policy Regulating School Zones in the Town of Wake Forest.

ACTION: Commissioner Pate made a motion to approve the items listed above on the consent agenda.

Commissioner Harrington seconded the motion, which carried (5,0).

6. Legislative Items

6.A. Consideration of Appointment of Voting Delegate for the NCLM Advocacy Goals Conference.

Mayor Jones and Commissioner Wall-Lennon had registered to attend.

ACTION: Commissioner Reeve made a motion to approve Mayor Vivian A. Jones as Voting Delegate for the NCLM Advocacy Goals Conference.

Commissioner Wall-Lennon seconded the motion, which carried (5,0).

6.B. Consideration of Waiver of the NC Code of Ordinances - Sec.20.2. Public Consumption, Possession, etc. of Alcohol. 2019 Friday Night on White.

Commissioner Harrington voiced his objection of the town to waive an ordinance and allow alcohol on city streets. He stated the events had not been problem free. There had been some incidents. There was a law. He felt like it did not have to be waived to get people to come downtown. They could offer the event without bribing attendees to come downtown with alcohol.

ACTION: Commissioner Pate made a motion to approve a waiver of NC Code of Ordinances - Sec.20.2. Public Consumption, Possession, etc. of Alcohol. 2019 Friday Night on White.

Commissioner Reeve seconded the motion, which carried (4,1) with Commissioner Harrington voting no.

- 7. Planning Items
- 8. Administration and Financial Items
 - 8.A. Consideration of a Proposal from UNC School of Government Development Finance Initiative (DFI) for Pre-Development Services.

Downtown Development Director Hayes had received a proposal from DFI for the use of the property at 353 S. White Street (old SunTrust Bldg). This proposal would help in doing a feasibility analysis, marketing impact and access to developers so the town could make sure it was developed as it related to the Downtown Renaissance Plan.

ACTION: Commissioner Reeve made a motion to approve the proposal from UNC School of Government Development Finance Initiative (DFI) for Pre-Development Services. Commissioner Pate seconded the motion, which carried (5,0).

8.B. Consideration of approval of Wake Forest Business and Industry Partnership (WF BIP) Special Revenue Fund.

Chief Financial Officer Staples said this would be a mechanism to account for the expenses relative to site development for the seminary property. This would be separate to account for those expenses.

ACTION: Commissioner Pate made a motion to approve the Wake Forest Business and Industry Partnership (WF BIP) Special Revenue Fund.

Commissioner Reeve seconded the motion, which carried (5,0).

8.C. Approval of resolution authorizing funding to Wake Forest Business & Industry Partnership (BIP).

Economic Development Director Cannon and Beth Stout, Chair for the WF BIP addressed the board. Ms. Stout said she had been a resident for 15 years. She was excited to bring forth the active request to move forward on a live/work/play option for the Town of Wake Forest. They collaborated with the Southeastern Baptist Theological Seminary. The seminary representatives had trusted the BIP in a joint agreement for the land development of about 169 acres of land. It was close in walking distance to downtown Wake Forest. They trusted the BIP to help them create an active community asset for Wake Forest. Unfortunately, the seminary was on holiday and not able to attend the meeting, but they did provide a letter from Dr. Akin, which was in the agenda packet. She echoed his sentiment. She asked the board's consideration of the resolution of \$142,500 for two specific efforts - 1. Proposal from DFI for market analysis and public input and information and 2. Obtain site certification through the State of North Carolina and ElectriCities.

Commissioner Wall-Lennion asked about the specific numbers. Economic Development Director Cannon stated of the \$142,500 - \$104,500 was for the proposal from DFI. The remaining portion was for the site certification.

ACTION: Commissioner Reeve made a motion to approve the resolution authorizing funding to Wake Forest Business & Industry Partnership (BIP). Commissioner Pate seconded the motion, which carried (5,0).

- 9. Public Services Items
- 10. Parks and Recreation Items
- 11. Public Safety Items
- 12. Other Business
 - 12.A. Wake Co. Tax Releases
 - 12.B. Monthly Report
 - 12.C Commissioner Reports

Commissioner Harrington spoke on attending the Veteran's Day events. He mentioned Mr. Joseph Cook Sr., a former commissioner had passed away. He shared the Historic Home Tour had sold out. He reminded all of the Community Christmas Dinner on Dec. 3.

Commissioner Simpers had attended advisory board meetings for the Greenways and Youth in Government boards and the Veteran's Memorial.

Commissioner Reeve mentioned the week of Veteran's Day recognitions. She shared a touching story of her husband recognized by their grandson at his school.

Commissioner Pate met someone while traveling to Texas who knew that the Town of Wake Forest was a Purple Heart Community. He was proud to live in a community that honored and recognized their veterans.

Mayor Jones had attended various community and school events and the Cemetery Advisory Board meeting. She attended the NCEMPA meeting on the behalf of Town Manager Padgett and Electric Division Manager Terrell. They had a report on the hurricane and how it affected the public power communities in NC. On the Saturday of Hurricane Florence, the peak was 70,000 outages. By Monday, they had all but 5,000 back on, but that was only because they were flooded out and the linemen could not get to the lines. She quoted where a Department of Energy Official who had worked with various agencies touted the model of public power agencies. She wanted Public Works Director Holloway to tell the electric staff they were really appreciated.

Town Manager Padgett shared he had received a letter from the WF Fire Department Board of Directors. They wanted the town to initiate a feasibility study of the Wake Forest Fire Department integrating under the town's administration. This was a formal request. His recommendation was to look at the financial impact and analysis of the cost if brought under the town. This would be a methodical process, a big process involving employees and benefits. If this was something the board wanted to pursue further, he would come back after the study and that would be a decision point to proceed forward and then figure how to transfer assets and other things. The earliest would be July 1 of 2020. If this happened, he preferred it occur during the beginning of a fiscal year but did not want to rush into anything. The financial analysis would take maybe take 120-140 days.

Commissioner Wall-Lennon was concern as who would pay for the cost for the study. Town Manager Padgett said this was just to move forward to explore and get quotes. Staff would then come back to the board for approval to continue to move forward or not.

Commissioner Reeve stated that fire departments of Wake Forest and the Town of Rolesville were the only fire departments not part of a town department. The Town of Garner bringing their nonprofit fire department under them.

ACTION: Commissioner Reeve made a motion for approval of town staff to explore

consultants capable of performing a feasibility study for bringing the Wake Forest

Fire Department under Town Government.

Commissioner Pate seconded the motion, which carried (5,0).

13. Adjournment

ACTION: Commissioner Pate made a motion to adjourn.

Commissioner Wall-Lennon seconded the motion, which carried (5,0).

Respectfully Submitted,	
	Town Clerk
	 Mayor



Agenda Item No.: 2018-741 Submitted by: Deeda Harris

Submitting Department: Administration Meeting Date: December 18, 2018

SUBJECT

Presentation from the WF Purple Heart Foundation in Appreciation of Co-hosting The Wall That Heals in the Town of Wake Forest

Recommendation:

Item Summary:

ATTACHMENTS

• Wall_that_heals_presentation.docx

Agenda Item: Presentation from the WF Purple Heart Foundation in Appreciation of Co-hosting The Wall That Heals in the Town of Wake Forest

Summary: The Wake Forest Purple Heart Committee will be making a presentation to the Board of Commissioners. They are appreciative of the town's willingness to partner with them in bringing The Wall That Heals to the town in October 2018.



Agenda Item No.: 2018-764 Submitted by: Deeda Harris

Submitting Department: Administration Meeting Date: December 18, 2018

SUBJECT

Introduction of remaining candidates for the Board of Adjustment, Design Review and Planning Boards.

Recommendation:

Item Summary:

ATTACHMENTS

• Introduction of candidates for the BOA Planning and DRB-summary.docx

Agenda Item: Introduction of candidates for the Board of Adjustment, Design Review and Planning Boards.

Summary: Candidates that could not make the Work Session are attending to be introduced.



Agenda Item No.: 2018-765 Submitted by: Deeda Harris

Submitting Department: Administration Meeting Date: December 18, 2018

SUBJECT

Proclamation Recognizing the Franklin Academy Cross Country Teams and Coaching Staff.

Recommendation:

Item Summary:

ATTACHMENTS

- Franklin Academy Cross Country proclamation-summary.docx
- Franklin Acad. Cross Country Proclamation-2018-3rd year.docx
- Franklin Acad. Cross Country Proclamation-2018-boys.docx
- Franklin Acad. Cross Country-Coach Martin Proclamation-2018.docx

Agenda Item: Proclamation Recognizing the Franklin Academy Cross Country Teams and Coaching Staff.

Summary: The Franklin Academy Cross Country Teams and staff will be recognized for their advancement to the state finals.

PROCLAMATION

Recognizing the Franklin Academy Girls Cross Country Coaching Staff and Team

WHEREAS, the Franklin Academy Girls Cross Country Coaching Staff and Team are to be commended for having a tremendous season this year; and,

WHEREAS, on November 3, 2018, the Franklin Academy Girls Cross Country Team captured the North Carolina 1A State Championship title for the third year in a row. This is an accomplishment completed by only ten other schools in the history of North Carolina Cross Country; and,

WHEREAS, commendation is due to the varsity team members Caitlyn Burkett, Merytt Haney, Tonie Higgs, Cia Cia Kishpaugh, Laurel Lapish, Cassie Pratt, Nicole Rafferty, and Taylor Roberts for their teamwork, athleticism, training and commitment required for such a remarkable achievement.:

NOW THEREFORE, I, Vivian A. Jones, Mayor of the Town of Wake Forest do hereby congratulate the Franklin Academy Girls Cross Country Team on winning their third State 1A Championship and urge all citizens of Wake Forest to wish them well in their remaining high school days.

This the 18th day of December, 2018.

	Мауот
tested by:	

PROCLAMATION

Recognizing the Franklin Academy Boys Cross Country Coaching Staff and Team

WHEREAS, the Franklin Academy Boys Cross Country Coaching Staff and Team are to be commended for having a tremendous season this year; and

Whereas, the Franklin Academy Boys Cross Country Team were the Runners Up in the North Carolina 1A State Championship this year. This was the best finish for a Boys Cross Country Team in Franklin Academy history; and

WHEREAS, the Franklin Academy Boys Cross Country Team is to be commended for their dedication to excellence in training and perseverance.

NOW THEREFORE, I, Vivian A. Jones, Mayor of the Town of Wake Forest do hereby congratulate the Franklin Academy Boys Cross Country Team on their season and urge all citizens of Wake Forest to wish them well in their remaining high school days.

This the 18th day of December, 2018.

	_	Mayor
sted by:		
Harris, Town Clerk		

PROCLAMATION

Recognizing Beth Martin Franklin Academy Cross Country Coach

WHEREAS, Beth Martin has coached Cross Country at Franklin Academy for eleven years, beginning as assistant coach and being promoted to head coach in 2010; and

WHEREAS, Beth Martin is a true leader, motivator, friend, inspirer, and a compassionate individual. She has led the students to great success and their seasons will be in the history books.

NOW THEREFORE, I, Vivian A. Jones, Mayor of the Town of Wake Forest do hereby proclaim recognition for Beth Martin and ask all citizens to commend her for her dedication to the students.

	Mayor
Attested by:	
Deeda Harris, Town Clerk	

This the 18th day of December, 2018.



Agenda Item No.: 2018-630 Submitted by: Deeda Harris

Submitting Department: Administration Meeting Date: December 18, 2018

SUBJECT

Public Comment: If anyone would like to address the Board of Commissioners on an item other than a public hearing item during the time of public comment, please sign up with the Town Clerk prior to the meeting. Each speaker is asked to limit comments to 5 minutes. Please provide the clerk with copies of any handouts you have for the Board. Although the Board is interested in hearing your concerns, speakers should not expect Board action or deliberation on subject matter brought up during the Public Comment segment. Topics requiring further investigation will be referred to the appropriate Town Staff and may be scheduled for a future agenda. Thank you for your consideration of the Board of Commissioners, staff and other speakers.

Recommendation:

Item Summary:

ATTACHMENTS

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Agenda Item No.: 2018-756 Submitted by: Aileen Staples Submitting Department: Finance Meeting Date: December 18, 2018

SUBJECT

Approval of resolution authorizing audit services proposal from Cherry Bekaert LLP.

Recommendation:

Approve as submitted

Item Summary:

ATTACHMENTS

- Audit services proposal summary.pdf
- 5 year quote for WF.pdf
- Resolution 2018-xx Five Year Audit Proposal.docx
- Cherry Bekaert LLP Town of Wake Forest Proposal Letter.pdf

Approval of resolution authorizing audit services proposal from Cherry Bekaert LLP

The current five-year agreement to provide audit services ended with the June 30, 2018 fiscal year. It is not required to bid out this service and due to the nature of what is involved with changing auditors, staff recommends to enter into another five-year agreement with Cherry Bekaert, LLP (CB).

Prior to the relationship with CB, the town used the same audit firm for over 30 years and enjoyed a long-standing professional relationship. In 2013, we recognized that with the town's growth and our desire for technology as well as other services larger firms can provide, we felt it was best to go through the RFP process — at that time we received eight proposals. It came down to three firms: CB, Martin Starnes & Associates and Joyce and Company (our previous auditor) with CB being the lowest bidder, however it was really about the qualifications and other services.

Audit firms have to be approved by the Local Government Commission (LGC) to conduct governmental audits. The LGC has a standard form contract that is completed each year as required by state statute before any audit work can commence. Every invoice submitted is subject to approval by the LGC before the town can issue payment.

The pricing structure is reasonable and actually is slightly less than the previous five years due to the removal of writing the financial statements as we do all of that in house now. Cherry Bekaert's proposal along with previous five year pricing is also included.

Town of Wake Forest 5 year quote

Year	Engagement Letter Fee	Future Projections	% increase from PY	Comments	
2014	42,500.00		CB prepared FS		
2015	42,500.00		0% C	B prepared FS	
2016	36,000.00		-15% 1	st year CB did not prepare FS	
2017	36,500.00		1%		
2018	37,000.00		1%		
2019	38,000.00		3%		
2020	39,000.00		3%		
2021	40,000.00		3%		
2022	41,000.00		3%		
2023	42,000.00		3%		

Legend

Years included in current proposal

Projected Years

RESOLUTION 2019-xx

RESOLUTION AUTHORIZING AUDIT SERVICES PROPOSAL FROM CHERRY BEKAERT, LLP TOWN OF WAKE FOREST, NORTH CAROLINA

WHEREAS, the Town of Wake Forest has received a five-year fee commitment letter for audit services for the fiscal years ending June 30, 2019, 2020, 2021, 2022 and 2023.

WHEREAS, the Town of Wake Forest acknowledges the positive professional relationship with Cherry Bekaert, LLP over the previous five years. They have been responsive, provided strong service and guidance and overall an asset to supporting the goal of fiscal strength as identified in the strategic plan; and

WHEREAS, the five year fee commitments are as follows:

June 30, 2019	\$38,000
June 30, 2020	\$39,000
June 30, 2021	\$40,000
June 30, 2022	\$41,000
June 30, 2023	\$42,000

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Town of Wake Forest authorizes the proposal and fees submitted by Cherry Bekaert, LLP and the Chief Financial Officer to enter into the annual audit contract for the upcoming five fiscal years as presented in the proposal.

This the 18th day of December 2018.

	Moved by:	
	Seconded:	
	Mayor:	
ATTEST:		
Town Clerk		



November 29, 2018

Ms. Aileen J. Staples Chief Financial Officer Town of Wake Forest 301 S. Brooks Street Wake Forest, NC 27587

Dear Aileen:

Cherry Bekaert LLP ("Cherry Bekaert") is pleased to present the Town of Wake Forest, North Carolina (the "Town") with a five year fee commitment letter for audit services for the fiscal years ending June 30, 2019, 2020, 2021, 2022 and 2023. We believe that we have a great working relationship with the Town and its Finance Department, have been responsive to your needs, provided strong service, and been an asset to the Town, which warrants this five year fixed fee commitment. We look forward to continuing this relationship.

Our Firm's vision is to *make a difference for our people and our clients*. This begins with building strong relationships between our professionals and our clients based on trust, mutual respect, uncompromising integrity and a shared passion for excellence in all that we do. Our goals for maintaining a lasting relationship with the Town are simple:

Make It Easy

Keep Our Promises

Anticipate Your Needs

Consider Your Interests

Work as a Team

As one of the top regional accounting firms in the United States, our growth is based on our reputation for exceeding our clients' service expectations. For over 70 years, we have demonstrated our commitment to providing high quality, value-based services to our clients. The Raleigh office of Cherry Bekaert's Mid Carolina practice will be proud to continue serving you as a client.

Cherry Bekaert has prospered along with the North Carolina economy by forging strong service and advisory relationships with some of the leading governmental agencies, for-profit companies, service-based firms, nonprofit entities, and individual clients in the area. Our Raleigh office is the primary service hub of Cherry Bekaert's Mid Carolina practice, providing a full range of accounting and financial services to thousands of clients. The Mid Carolina practice (which includes our offices located in Asheboro, Durham, Fayetteville and Raleigh) has 18 partners, 100+ professional staff with a total of over 125 employees. We also have offices in Charlotte and Gastonia, North Carolina. Our local presence, combined with our regional resource network uniquely qualifies Cherry Bekaert to serve the Town in the most thorough, efficient and cost-effective manner possible.

Local Commitment. As a professional services firm, we are only as good as our people. Thus, we are committed to hiring only the best and brightest employees and providing them with the opportunity to excel. Because we are committed to our staff, they, in turn, are committed to the Firm and to the clients they serve. Our local team understands the importance of providing professional, timely and valuable service.



Resources and Solutions. At Cherry Bekaert, we serve as a proactive and innovative business partner for our clients. With more than 1,100 professionals, Cherry Bekaert has the proprietary knowledge to craft highly tailored solutions for audit, review, accounting, tax, and strategic management issues. In addition, our professionals will continue to take a consultative, team-based approach to address issues and provide solutions to those issues.

Cherry Bekaert is proposing the following fees for auditing services to the Town for the fiscal years ending June 30:

Audit Services	2019	2020	2021	2022	2023
Audit of the Comprehensive Annual Financial Report of the Town of Wake Forest, North Carolina	\$38,000	\$39,000	\$40,000	\$41,000	\$42,000

Again, we appreciate the opportunity to present our proposal letter for auditing services and we look forward to continuing our relationship with the Town. Please do not hesitate to contact me if you have further questions or need additional information.

With best regards,

Cherry Bekaert LLP

April Adams, CPA

Audit Partner 919.782.1040

apie adam

aadams@cbh.com



Agenda Item No.: 2018-753 Submitted by: Deeda Harris

Submitting Department: Administration Meeting Date: December 18, 2018

SUBJECT

Appointment of Members to the Town's Advisory Boards and Commissions.

Recommendation:

Item Summary:

ATTACHMENTS

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Agenda Item No.: 2018-762 Submitted by: Michelle Michael Submitting Department: Planning Meeting Date: December 18, 2018

SUBJECT

A Resolution Approving Acceptance of a Nonrecurring Special Appropriation from State of North Carolina for the Rehabilitation of the Ailey Young House.

Recommendation:

APPROVAL

Item Summary:

ATTACHMENTS

- BOC 12-18-18 Summary Sheet 2018-xxx
- Wake Forest Gov Letter Acknowledging Grant FY 2018-19.docx
- Grant Contract with Gov Town of Wake Forest.pdf
- Resolution2018-XXX Appropriation.docx

Agenda Item: 2018-12-18 Resolution to Accept a Nonrecurring Special Appropriation from the State of North Carolina for the Rehabilitation at the Ailey Young House.

Agenda Summary: Approval of Resolution. The Town of Wake Forest was notified by the North Carolina Department of Natural and Cultural Resources Budget and Finance Office that the Conference Committee Report for Session Law 2018-5 Appropriation Act 2018 provides a nonrecurring special appropriation-legislatively directed grant to the Town of Wake Forest for the Rehabilitation of the Ailey Young House through the North Carolina Department of Natural and Cultural Resources (DNCR) in the amount of \$100,000. The Project will be executed in spring of 2019.

Attachments: Resolution, Notification Letter, Draft Contract



North Carolina Department of Natural and Cultural Resources Budget and Finance Office

Governor Roy Cooper Secretary Susi H. Hamilton

July 31, 2018

Kip Padgett 301 S. Brooks St. Wake Forest, NC 27587-2932

Dear Kip Padgett:

The <u>Conference Committee Report</u> for Session Law 2018-5, Appropriation Act 2018, provides a nonrecurring special appropriation - legislatively directed grant to Town of Wake Forest through the North Carolina Department of Natural and Cultural Resources (DNCR) in the amount of \$100,000.

General Statutes § 143C-6-21-23, Use of State funds by non-State entities, requires any agency awarding funds to enter into a contract with the recipient/organization. Before we can prepare a contract for your appropriation, we must have the following information from your local government:

- 1. A Microsoft Office Word version of the scope of work and a description of the project to be covered by these funds. The language of the scope and description should coincide with the stated purpose was written in the legislation. The information contained in the Scope of Work should be specific with deliverables and outcomes.
- 2. A Microsoft Office Word version of a line-item budget and budget narrative for these funds.

Please submit the above items by email to strategy.policy@ncdcr.gov.

The projected schedule for the awarding of these funds is as follows:

- 1. Certification of the State's annual budget by the Office of the State Budget and Management (OSBM). OSBM is currently finalizing this process for DNCR.
- 2. Receipt of the above-requested items.
- 3. Preparation of the Grant Contract by this agency. The contract incorporates the information requested above.
- 4. A second emailing to you containing a Request for Payment of Appropriation Form, and a PDF of the completed Grant Contract. These documents must be properly signed, notarized and returned by mail to this office, along with additional documentation as required by law. This mailing will also advise you of reporting requirements required by law.

Telephone: (919) 807-7250

Fax: (919) 733-1564

MAILING ADDRESS: 4601 Mail Service Center Raleigh, NC 27699-4601 LOCATION: 109 East Jones Street Raleigh, NC 5. The Budget and Finance Office will review of all documents received from you. After the Grant Contract is signed, we will be able to make grant payments. Grant payments will be made when Town of Wake Forest emails us scanned copies of supporting documents such as executed contracts, purchase orders, and invoices to demonstrate encumbrances for the items identified in Grant Contract.

Please know that we will move through this process as quickly as possible. We understand your desire to receive your appropriation and want to work with you in every possible way. If you have questions, I can be contacted by email (see below) or phone (919-807-7277) or you may contact Eric Thanos by email (see below) or phone (919-807-7448).

My contact and mailing information is below:

Email: strategy.policy@ncdcr.gov

US Mail: Joshua Davis Fed Ex: Joshua Davis

Business and Finance Office Business and Finance Office

Dept. of Natural and Cultural Resources

Dept. of Natural and Cultural Resources

4605 Mail Service Center109 East Jones StreetRaleigh, NC 27699-4605Raleigh, NC 27601

We look forward to working with you.

Sincerely,

Joshua Davis Strategy and Policy Advisor

Grant Contract

This Contract is hereby entered into by and between the North Carolina Department of Natural and Cultural Resources (the "Agency") and the Town of Wake Forest, a unit of local government (the "Grantee") (referred to collectively as the "Parties"). The Grantee's federal tax identification number is 56-6001360.

This Contract consists of the following documents:

- 1) The General Terms and Conditions
- 2) The Scope of Work, description of services (Attachment A)
- 3) The line item budget (Attachment B)
- 4) Notice of Certain Reporting and Audit Requirements (Attachment C)

These documents constitute the entire agreement and "Contract" between the Parties and supersede all prior oral or written statements or agreements. The awarding of this grant is subject to allocation and appropriation of funds to the Agency for the purposes set forth in the contract.

General Terms and Conditions

DEFINITIONS

Except as otherwise provided in the Contract documents, the terms below shall have the following meanings in this Contract.

"Agency" means the North Carolina Department of Natural and Cultural Resources.

"Audit" means an examination of records or financial accounts to verify their accuracy.

"Certification of Compliance" means a report provided by the Grantee to the Agency that states that the Grantee has met the reporting requirements established by this Contract and included as a statement of certification by the Agency as part of the Grantee reporting package.

"Compliance Supplement" refers to the North Carolina State Compliance Supplement, maintained by the State and Local Government Finance Agency within the North Carolina Department of State Treasurer that has been developed in cooperation with agencies to assist the local auditor in identifying program compliance requirements and audit procedures for testing those requirements.

"Contract" means a legal instrument that is used to document a relationship between the Agency and the Grantee.

"Fiscal Year" means the annual operating year of the non-State entity.

"Financial Statement" means a report providing financial statistics relative to a given part of an organization's operations or status.

"Grant" means financial assistance provided by a State agency to an eligible grantee to carry out activities identified in the Grant Contract.

"Grantee" means an entity that receives State financial assistance.

"Local Government" has the meaning in G.S. 159-7(15)

"Non-State Entity" has the meaning in G.S. 143C-1-1(d)(18).

"Single Audit" means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of Federal or State awards.

"State financial assistance" means State funds disbursed as a grant, cooperative agreement, non-cash contribution, food commodities, or direct appropriation to a grantee or subrecipient as defined in this Contract.

"Special Appropriation" means a legislative act authorizing the expenditure of a designated amount of public funds for a specific purpose.

"State Funds" means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State funds include federal financial assistance received by the State and transferred or disbursed to non-State entities. Both Federal and State funds maintain their identity as they are disbursed as financial assistance to other organizations.

"Subrecipient" means a non-State entity that receives State financial assistance from a Grantee to carry out part of a State program; but does not include an individual that is a beneficiary of such program.

TERMS AND CONDITIONS

- 1. **Choice of Law:** The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the Parties to this Contract, are governed by the laws of North Carolina. The Grantee, by signing this Contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this Contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.
- 2. **Grantee's Duties:** The Grantee shall complete and submit to the Agency the "REQUEST FOR PAYMENT OF APPROPRIATION(S) FROM NORTH CAROLINA GENERAL FUND" form, created by North Carolina's Office of State Budget and Management (OSBM), including the required enclosures.

The Grantee shall provide the services as described in Attachment A, Scope of Work and Description of Services and in accordance with the approved budget in Attachment B. The Grantee may make line item adjustments of less than ten percent (10%) for budgeted expenditures without prior approval from the Agency, except if the adjustment would exceed the total grant amount. For line item adjustments of ten percent (10%) or more for budgeted expenditures, the Grantee shall submit a written request for approval to the Agency and include a justification for the adjustment. Line item adjustments requiring approval shall be effective only upon a dually executed amendment between the parties, in accordance with Paragraph 21 of this Agreement. Amendments executed under this Paragraph shall include the new line item adjustment(s) (Attachment B) and any changes in the Scope of Work and Description of Services (Attachment A) related to the duties and services affected by the line item adjustment. An amendment that fails to comply with the requirements of this Paragraph shall not be binding upon the

parties. A violation of this Paragraph shall constitute a material breach and shall entitle the non-breaching party to all rights and actions available to it under the law.

In addition, the Grantee shall maintain all grant records for a period of five years or until all audit exceptions have been resolved, whichever is longer.

- 3. **Agency Duties:** Grants shall be paid at the direction of the Director of State Budget. The total amount paid by the Agency to the Grantee under this Contract is \$100,000. The Agency may provide monitoring and oversight through a combination of periodic e-mails, calls, visits, and review of reports, invoices and deliverables.
- 4. **Independent Contractor:** The Grantee is and shall be deemed to be an independent contractor in the performance of this Contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Grantee represents that it has, or shall secure at its own expense, all personnel required in performing the services under this Contract. Such employees shall not be employees of, or have any individual contractual relationship with, the Agency.
- 5. **Key Personnel:** The Grantee shall not substitute key personnel assigned to the performance of this contract without prior written approval by the Agency's Contract Administrator. The individuals designated as key personnel are those specified in Paragraph 34 of this Contract.
- 6. **Assignment:** No assignment of the Grantee's obligations or the Grantee's right to receive payment hereunder shall be permitted. However, upon written request approved by the Agency, the Agency may:
 - (a) Forward the Grantee's payment check(s) directly to any person or entity designated by the Grantee, or
 - (b) Include any person or entity designated by Grantee as a joint payee on the Grantee's payment check(s). In no event shall such approval and action obligate the Agency to anyone other than the Grantee and the Grantee shall remain responsible for fulfillment of all contract obligations.
- 7. **Beneficiaries:** Except as otherwise provided herein, this Contract shall inure to the benefit of and be binding upon the Parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, shall be strictly reserved to the Agency and the named Grantee Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Agency and Grantee that any such person or entity, other than the Agency or the Grantee, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.
- 8. **Indemnification:** The Grantee shall hold and save the State, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Grantee in the performance of this Contract and that are attributable to the negligence or intentionally tortious acts of the Grantee.
- 9. **Termination by Mutual Consent:** The Parties may terminate this Contract by mutual consent with 60 days' written notice to the other Party, or as otherwise provided by law. In that event, all finished or unfinished deliverable items prepared by the Grantee under this Contract shall, at the option of the Agency, become its property. If the Contract is terminated by the Agency as provided herein, the Grantee shall be paid for services satisfactorily completed, less payment or compensation previously

made. Unexpended funds held by the Grantee shall revert to the Agency upon termination of this Contract.

10. **Termination for Cause:** If, through any cause, the Grantee shall fail to fulfill its obligations under this Contract in a timely and proper manner, the Agency shall have the right to terminate this Contract by giving written notice to the Grantee and specifying the effective date thereof. Unexpended funds held by the Grantee shall revert to the Agency upon termination of this Contract. In that event, all finished or unfinished deliverable items prepared by the Grantee under this Contract shall, at the option of the Agency, become its property and the Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Grantee shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of the Grantee's breach of this Contract, and the Agency may withhold any payment due the Grantee for the purpose of setoff until such time as the exact amount of damages due the Agency from such breach can be determined.

In case of default by the Grantee, the State may procure the services from other sources and hold the Grantee responsible for any excess cost occasioned thereby. The State reserves the right to require a performance bond or other acceptable alternative performance guarantees from successful offeror without expense to the State.

In addition, in the event of default by the Grantee under this Contract, the State may immediately cease doing business with the Grantee, immediately terminate for cause all existing contracts the State has with the Grantee, and de-bar the Grantee from doing future business with the State.

Upon the Grantee filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Grantee, the State may immediately terminate, for cause, this Contract and all other existing contracts the Grantee has with the State, and de-bar the Grantee from doing future business.

- 11. **Waiver of Default:** Waiver by the Agency of any default or breach in compliance with the terms of this Contract by the Grantee shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this Contract unless stated to be such in writing, signed by an authorized representative of the Agency and the Grantee and attached to the Contract.
- 12. **Availability of Funds:** The Parties to this Contract agree and understand that the payment of the sums specified in this Contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Agency.
- 13. **Force Majeure:** Neither Party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.
- 14. **Survival of Promises:** Except as otherwise provided herein or unless superseded by applicable federal or State statute of limitations, all promises, indemnifications, requirements, terms conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Contract expiration or termination date.
- 15. **Copyrights and Ownership of Deliverables:** All deliverable items produced pursuant to this Contract are the exclusive property of the Agency. The Grantee shall not assert a claim of copyright or other property interest in such deliverables.

- 16. **Federal Intellectual Property Bankruptcy Protection Act:** The Parties agree that the Agency shall be entitled to all rights and benefits of the Federal Intellectual Property Bankruptcy Protection Act, Public Law 100-506, codified at 11 U.S.C. 365 (n) and any amendments thereto.
- 17. **Compliance with Laws:** The Grantee shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.
- 18. **Equal Employment Opportunity:** The Grantee shall comply with all federal and State laws relating to equal employment opportunity. The Grantee shall take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, or disability.
- 19. Access to Persons and Records: The State Auditor and the Agency Internal Auditors shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with N.C.G.S §. 147-64.7. The Grantee shall retain all records for a period of five years following completion of the Contract. Additionally, as the State funding authority, the Agency shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.
- 20. **Record Retention:** Records created or obtained under this Contract shall not be destroyed, purged or disposed of without the express written consent of the Agency. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the Contract is subject to federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.
- 21. **Amendment**: This Contract may not be amended orally or by performance. Amendments shall be made in writing on a form prepared by the Agency and duly executed by an authorized representative of the Agency and the Grantee.
- 22. **Severability:** In the event that a court of competent jurisdiction holds that a provision or requirement of this Contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Contract shall remain in full force and effect.
- 23. **Headings:** The Section and Paragraph headings in these General Terms and Conditions are not material parts of the Contract and should not be used to construe the meaning of any text or content thereof.
- 24. **Certification Regarding Collection of Taxes**: N.C.G.S. § 143-59.1 bars the Secretary of Administration from entering into contracts with vendors that meet one of the conditions of N.C.G.S. 105-164.8(b) and yet refuse to collect use taxes on sales of tangible personal property to purchasers in North Carolina. The conditions include: (a) maintenance of a retail establishment or office; (b) presence

of representatives in the State that solicit sales or transact business on behalf of the vendor; and (c) systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. The Grantee certifies that it and all of its affiliates (if any) collect all required federal, State and Local taxes.

- 25. **Sales/Use Tax Refunds:** If eligible, the Grantee and all subrecipients shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to N.C.G.S. § 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.
- 26. **Travel Expenses:** Travel expenses shall not be reimbursed in the performance of this Contract. If travel is necessary in the performance of this Contract, it shall be included in the approved project budget and narrative.
- 27. **Entire Agreement:** This Contract and any documents incorporated specifically by reference represent the entire agreement between the Parties and supersede all prior oral or written statements or agreements. This Contract and any addenda thereto, are incorporated herein by reference as though set forth verbatim. All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.
- 28. **By N.C.G.S.** §133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor) to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies. This prohibition covers those vendors and contractors who:
 - (1) have a contract with a government agency; or
 - (2) have performed under such a contract within the past year; or
 - (3) anticipate bidding on such a contract in the future.

The requirements of N.C.G.S. § 133-32 are hereby incorporated by reference, including any subsequent amendments thereto, and shall apply to all vendors and subcontractors under this Contract.

- 29. **Effective Period:** This Contract shall be effective upon signature by all Parties to this Contract and shall terminate upon final expenditure of all funds and submission of all reports as required by law.
- 30. **Conflict of Interest Policy:** Grantees shall have a policy addressing conflicts of interest that may arise involving the Grantee's management employees and the members of its governing body. The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the Grantee's employees or members of its board or other governing body, from the Grantee's disbursing of state funds and shall include actions to be taken by the Grantee or the individual, or both to avoid conflicts of interest and the appearance of impropriety.
- 31. **Requirements:** This Contract is subject to the reporting requirements described in the Notice of Certain Reporting and Audit Requirements (Attachment C).

The Grantee must ensure that grant funds dispersed under this Contract are audited in compliance with State and federal audit requirements for local governments and public authorities, institutions of higher education, and nonprofit organizations, and, as applicable, according to the standards of the federal Single Audit Act and Circular A-133 "Audits of States, Local Governments, and Nonprofit

Organizations" as supplied by the Executive Office of the President, Office of Management and Budget, Washington, DC.

- 32. **Disbursements:** As a condition of this Contract, the Grantee acknowledges and agrees to make disbursements in accordance with the following requirements:
 - (a) Implement adequate internal controls over disbursements;
 - (b) Ensure sufficient account coding information to provide for tracking of grant funds through the Grantee's accounting system;
 - (c) Assure adequate control of signature stamps/plates;
 - (d) Assure adequate control of negotiable instruments; and
 - (e) Implement procedures to ensure that all account balances are solvent and reconcile the account monthly.
- 33. **Outsourcing/Assignability/Subcontracting:** The Grantee shall not subcontract any of the work contemplated under this Contract without prior written approval from the Agency. The Agency shall not be obligated to pay for any work performed by any unapproved subcontractor or subrecipient. The Grantee or subrecipient is not relieved of any of the duties and responsibilities of this Contract. Furthermore, any subrecipient must agree to abide by the standards contained in this Contract and to provide all information to allow the Grantee to comply with these standards.
- 34. **Contract Administrators:** All notices permitted or required to be given by one Party to the other and all questions about the Contract from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Contract Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Contract Administrator by giving written notice to the other Party within 30 calendar days of such change.

For the Agency:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Name Title Joshua Davis, Strategy and Policy Advisor	Name Title
Agency Department of Natural and Cultural Resources	Agency Department of Natural and Cultural Resources
Mail Service Center Number 4605 Raleigh, NC 27699-4605	Street Address 109 East Jones Street City, NC Zip Raleigh, NC 27601
Telephone 919-814-6725 Fax 919-733-6993 Email Joshua.Davis@ncdcr.gov	

For the Grantee:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Michelle Michael	Email: mmichael@wakeforestnc.gov
Senior Planner Town of Wake Forest 301 S. Brooks Street Wake Forest, NC 27587	
Tel: 919-435-9516	

35. **Signature Warranty:** The undersigned represent and warrant that they are authorized to bind their principals to the terms of this Contract.

[THIS SPACE INTENTIONALLY LEFT BLANK]

In Witness whereof, the Grantee and the Agency have executed this Contract in duplicate originals, with one original being retained by each Party.

TOWN OF WAKE FOREST	
Signature of Authorizing Official	Date
Printed Name	Title
[CORPORATE SEAL] – (optional)	
NORTH CAROLINA DEPARTMENT OF NATURAL AND	CULTURAL RESOURCES
Signature of Authorizing Official	Date
Printed Name	Title
Signature of the Chief Financial Officer	Date
Printed Name Chief Financial Officer	
North Carolina Source of Funds:	
Account Code: <u>536605</u>	

Attachment A Scope of Work

The Grantee will use the \$100,000 legislatively directed grant from the Department of Natural and Cultural Resources for the rehabilitation of the Ailey Young House. A master site plan for access and parking including site survey drawings and architectural plans for the porch and ramp are included in the scope of work. The rehabilitation work will include the replacement of loft flooring, metal roof & roof structure, board & batten siding, privy, door and window frames, and finish work (interior & exterior sheathing). The construction work will include a replica mantel, chimney, foundation repair, painting, and access to the property (curb cut and driveway).

In addition to the legislatively directed grant, other funding sources include the Wake Forest Historic Preservation Commission and private donations. The Grantee will complete items budgeted with these grant funds by the June 30, 2019.

Prior to payment of grant funds and prior to any work on the projects identified in this Contract, pursuant to North Carolina General Statute § 121-12(a), the North Carolina State Historic Preservation Office (HPO) shall approve the materials used and details of the work to be performed. Additionally, HPO shall review and approve proposed work prior to payment to ensure that the work will meet the Secretary of the Interior's Standards for Restoration and where applicable Standards for Rehabilitation.

Attachment B Line Item Budget and Narrative

Rehabilitate the Ailey Young House

Revenue:	
Legislatively-Directed Grant	\$100,000
Expenditures:	
Design Costs	\$23,000
Construct Access (curb cut & driveway)	\$20,350
Rehabilitation Costs:	
Replace loft flooring & roof structure Replace metal roof and paint	
Replace Board and Batten Siding	
Replace door, frame windows, build shutters	
Interior Cleaning	Φ 5 6 6 5 0
Construct replica mantel or find salvaged	\$56,650
Rehabilitate privy	
Foundation (place granite pier)	
Reconstruct Chimney	
Additional Services (Communication, approval, dumpster)	
Finish work (interior and exterior sheathing)	
Total Expenditures covered by Legislatively-Directed Grant	\$100,000

Attachment C Notice of Certain Reporting and Audit Requirements

The Grantee shall comply with the all rules and reporting requirements established by State statute or administrative rules. For convenience, the requirements are set forth in this Attachment.

Reporting Thresholds.

There are three reporting levels established for grantees and subrecipients receiving State financial assistance. Reporting levels are based on the level of State financial assistance from all funding sources. The reporting levels are:

- (1) Level I A grantee or subrecipient that receives, holds, uses, or expends State financial assistance in an amount less than twenty-five thousand dollars (\$25,000) within its fiscal year.
- (2) Level II A grantee or subrecipient that receives, holds, uses, or expends State financial assistance in an amount of at least twenty-five thousand (\$25,000) or greater, but less than five hundred thousand dollars (\$500,000) within its fiscal year.
- (3) Level III A grantee or subrecipient that receives, holds, uses, or expends State financial assistance in an amount equal to or greater than five hundred thousand dollars (\$500,000) within its fiscal year.

Reporting requirements for grantees that meet the following reporting standards on an annual basis:

- (1) All grantees and subrecipients shall provide a certification that State financial assistance received or, held was used for the purposes for which it was awarded.
- (2) All grantees and subrecipients shall provide an accounting of all State financial assistance received, held, used, or expended.
- (3) Level II and III grantees and subrecipients shall report on activities and accomplishments undertaken by the Grantee, including reporting on any performance measures established in this Contract.
- (4) Level III grantees and subrecipients shall have a single or program-specific audit prepared and completed in accordance with Generally Accepted Government Auditing Standards, also known as the Yellow Book.

All reports shall be filed with the Agency in the format and method specified by the Agency no later than three months following the end of the Grantee's fiscal year. Audits must be provided to the funding Agency no later than nine months following the end of the Grantee's fiscal year. The Grantee shall use the reporting package forms provided by the Agency in making and submitting reports to the Agency.

Unless prohibited by law, the costs of audits made in accordance with the provisions of this Contract shall be allowable charges to State and Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in the Code of Federal Regulations, 2 CFR Part 200. The cost of any audit not conducted in accordance with this Contract shall not be charged to State awards.

Notwithstanding the provisions of this Contract, a grantee may satisfy the reporting requirements of this Contract by submitting a copy of the report required under federal law with respect to the same funds.

RESOLUTION 2018-XXX

A RESOLUTION APPROVING ACCEPTANCE OF A NONRECURRING SPECIAL APPROPRIATION FROM STATE OF NORTH CAROLINA FOR THE REHABILITATION OF THE AILEY YOUNG HOUSE

WHEREAS, on July 31, 2018, the Town Manager of the Town of Wake Forest was notified by the North Carolina Department of Natural and Cultural Resources Budget and Finance Office that the Conference Committee Report for Session Law 2018-5 Appropriation Act 2018 provides a nonrecurring special appropriation-legislatively directed grant to the Town of Wake Forest for the Rehabilitation of the Ailey Young House through the North Carolina Department of Natural and Cultural Resources (DNCR) in the amount of \$100,000; and

WHEREAS, when approved, the Town of Wake Forest will execute the contract with the State of North Carolina and complete the work as described in the Grant Contract towards the Rehabilitation of the Ailey Young House; and

WHEREAS, the Rehabilitation of the Ailey Young House will enhance the cultural and historical character of the northeast community and foster public awareness about this area's rich heritage; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Town of Wake Forest approves the acceptance of the financial award from the North Carolina Department of Natural and Cultural Resources Budget and Finance Office for costs associated for the Rehabilitation of the Ailey Young House.

Adopted this 18th day of December 2018.	
	Motion by:
	Second by:
	Mayor:
ATTEST:	
Town Clerk	



Board of Commissioners Agenda Item Report

Agenda Item No.: 2018-768 Submitted by: Deeda Harris

Submitting Department: Administration Meeting Date: December 18, 2018

SUBJECT

Consideration of Municipal Election Fees for 2019.

Recommendation:

Item Summary:

ATTACHMENTS

- WakeCoBoardofElections2019_fee-summary.docx
- Municipal Election Information Request for Towns.pdf

Agenda Item: Consideration of Municipal Election Fees for 2019.

Summary: The Wake Co. Board of Elections is updating their information for 2019. The

current filing fee is \$50 for Mayor and \$15 for Commissioners. I need to know if the board would like to change that and/or if you'd like to offer early voting for

the municipal elections.

Attachments: Questionnaire from Wake County Board of Elections

2019 Municipal Election **Information Request**



In preparation for the 2019 municipal elections, the Wake County Board of Elections requests that you update the information we have on file. Please take a moment to answer the questions below and return the form by December 21, 2018.

We are currently working on municipal election cost estimates, and we will send the estimates by the second week in January.

Municipal candidate filing begins in July. Please remember that candidate filing will be held only at the Board of

Electio	ons office. Location, direc	tions, and hours of operation may be found at <a <="" href="https://www.wakegov.com/ele</th><th>ctions.</th></tr><tr><th>Election</th><th>on Dates:</th><th></th><th></th></tr><tr><th rowspan=2 colspan=2>Tuesday, October 8, 2019
Tuesday, November 5, 2019</th><th>Municipal Elections for City of Raleigh, Town of Cary (City of Durham Prim</th><th>ary if necessary)</th></tr><tr><th colspan=3>Municipal Elections for Angier, Apex, Durham, Fuquay-Varina, Garner, Holly Springs, Knightdale, Morrisville, Rolesville, Wake Forest, Wendell, Zebulon (Raleigh and Cary runoffs from the October election if necessary)</th></tr><tr><td>Candi</td><td>date Filing Dates:</td><td>" td=""><td></td>	
Friday,	July 5, 2019 at noon	Candidate filing begins	
Friday,	July 19, 2019 at noon	Candidate filing ends	
Candid	lates may file for office wee	kdays between 8:30 a.m. and 5:15 p.m. during the filing period.	
1. N	ame of your municipali		
2. W	/hat is the 2019 filing fe	e for the following offices?	
	Mayor	\$	
	Council Memb	er/Commissioner \$	
3. Is	your municipality inter	ested in providing early voting for the 2019 municipal election? C	ircle one.
	NO	YES	
	yes , please provide coregarding this request.	tact information below and a member from our staff will contact	you
	Contact inform	ation /Comments	
	I		



Board of Commissioners Agenda Item Report

Agenda Item No.: 2018-739 Submitted by: Patrick Reidy Submitting Department: Planning Meeting Date: December 18, 2018

SUBJECT

Consideration of Approval of LEGISLATIVE ITEM TA-18-05 Text amendment to the Unified Development Ordinance for the purpose of amending Section 12.4.1.C.1: Establishment of Flood Hazard Areas.

Recommendation:

Possible motion to approve, approve with recommended changes, or continue to next month for further consideration.

Item Summary:

ATTACHMENTS

- text amendment-TA1805-Summary.docx
- TA-18-05 Consistency Statement.docx
- UDO Ordinance TA-18-05.docx

Agenda Item: Consideration of LEGISLATIVE CASE TA-18-05, An Ordinance and Consistency Statement

to adopt proposed text amendment to Unified Development Ordinance.

Summary: The Planning Board and Board of Commissioners held a Joint Public Hearing on

December 4, 2018 on this item. At their regular meeting, the Planning Board

unanimously voted to recommend approval of the UDO Amendments.

Attachments: Proposed Consistency Statement and Ordinance

CONSISTENCY STATEMENT OF THE WAKE FOREST BOARD OF COMMISSIONERS PURSUANT TO G.S. 160A-383 ADDRESSING ACTION ON UNIFIED DEVELOPMENT ORDINANCE (UDO) AMENDMENT TA-18-05

The Wake Forest Board of Commissioners finds that UDO Amendment TA-18-05 is consistent with the Wake Forest Community Plan. The Wake Forest Board of Commissioners finds that the approval of the UDO amendment(s) is reasonable and in the public interest for the following reason(s):

- 1. The amendment provides for the most up to date FIRM data (preliminary maps) to be used to minimize the potential of roadways and other infrastructure to flood rather than using outdated data.
- 2. The amendment provides for a more efficient way for developers to design infrastructure within a flood hazard area.
- 3. The amendment gives the Floodplain Administrator the option to allow the flexibility of using the Preliminary FIRM data or using the adopted FIRM data while maintaining a standard of quality that is equal to or greater than the current regulations in the Unified Development Ordinance.
- 4. The amendment continues to require that FEMA approve any developer proposed changes to the flood hazard maps.

ORDINANCE 2018-x

AN ORDINANCE TO AMEND CERTAIN SECTIONS OF THE UNIFIED DEVELOPMENT ORDINANCE

BE IT ORDAINED by the Board of Commissioners of the Town of Wake Forest as follows:

Section 1. Section 12.4.1.C, Establishment of Flood Hazard Areas, of the Unified Development Ordinance is amended to read as follows with additions shown as bold underlined text and deletions shown as struck-through text:

12.4.1.C ESTABLISHMENT OF FLOOD HAZARD AREAS

- 1. The Special Flood Hazard Areas are those identified under the Cooperating Technical State (CTS) agreement between the State of North Carolina and FEMA in its Flood Insurance Study (FIS) and its accompanying Flood Insurance Rate Maps (FIRM) for Wake County and Franklin County dated May 2, 2006 and April 16, 2013, which are adopted by reference and declared to be a part of this ordinance.
 - a. For the purposes of the development of infrastructure listed in Section 12.4.1.D.2, Preliminary FIRM data may be used for design purposes and No-Rise analysis with concurrence of the Floodplain Administrator for the floodplain development permit. Conditional Letter of Map Revisions and Letters of Map Change must be based on the most recently adopted effective model approved by FEMA.
- 2. In addition, upon annexation to the Town of Wake Forest or inclusion in the Extra-Territorial Jurisdiction (ETJ), the Special Flood Hazard Areas identified by the Federal Emergency Management Agency (FEMA) and/or produced under the Cooperating Technical State agreement between the State of North Carolina and FEMA as stated above, for the unincorporated areas of Wake County and Franklin County, with accompanying maps and other supporting data are adopted by reference and declared to be part of this ordinance.
- 3. A professional evaluation shall be provided of the potential changes in the Special Flood Hazard Area elevation caused by the obstruction, encroachment, alteration or relocation of areas identified to have flood hazard soils by Wake County with a total drainage area of more than 5 acres.
- Section 11. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed. If any section, paragraph, subdivision, clause or provision of this ordinance shall be adjudged invalid, such adjudication shall apply only to such

section, paragraph, subdivision, clause or provision so adjudged and the remainder of the ordinance shall be deemed valid and effective.

The ordinance shall be effective upon ena-	ctment on the 18	8 th day of December, 2018.
	Moved by: Seconded: Mayor:	
APPROVED AS TO FORM: Eric A. Vernon Town Attorney		
ATTEST:		
Town Clerk		



Board of Commissioners Agenda Item Report

Agenda Item No.: 2018-754 Submitted by: Brendie Vega Submitting Department: Planning Meeting Date: December 18, 2018

SUBJECT

Consideration of Approval of CASE NO. TA-18-06: Consideration of Various Text Amendment to the Wake Forest Unified Development Ordinance (UDO)

Recommendation:

Item Summary:

ATTACHMENTS

- TA-18-06-Summary.pdf
- TA-18-06 Consistency Statement.pdf
- UDO Ordinance-TA-18-06.pdf

Agenda Item: Consideration of Approval of LEGISLATIVE CASE TA-18-06, An Ordinance and Consistency

Statement to adopt proposed text amendments to Unified Development Ordinance.

Summary: The Planning Board and Board of Commissioners held a Joint Public Hearing on

December 4, 2018 on this item. At their regular meeting, the Planning Board

unanimously voted to recommend approval of the UDO Amendments while taking the

Design Review Board's recommendation to remove the word "new" from

Civic/Institutional Buildings for further discussion by the Design Review Board. The

Ordinance reflects the recommendation of the Planning Board.

Attachments: Proposed Consistency Statement and Ordinance

CONSISTENCY STATEMENT OF THE WAKE FOREST BOARD OF COMMISSIONERS PURSUANT TO G.S. 160A-383 ADDRESSING ACTION ON UNIFIED DEVELOPMENT ORDINANCE (UDO) AMENDMENT TA-18-06

The Wake Forest Board of Commissioners finds that UDO Amendment TA-18-06 is consistent with the Wake Forest Community Plan. The Wake Forest Board of Commissioners finds that the approval of the UDO amendment(s) is reasonable and in the public interest for the following reason(s):

- 1. The amendment provides a more user friendly way to calculate articulation on buildings, making it easier on the applicant and the reviewer to meet the guidelines.
- 2. The amendment of the Findings of Facts for the Design Review Board provides findings that are in-line with what the Design Review Board is tasked with reviewing.
- 3. The amendment provides an avenue for an extension to an expiring approval to help alleviate the need to reapply when there are delays to the start of work after initial approval.
- 4. The amendment continues to provide architectural design guidelines that will maintain the community character sought to be included when the UDO was first adopted.

ORDINANCE 2018-x

AN ORDINANCE TO AMEND CERTAIN SECTIONS OF THE UNIFIED DEVELOPMENT ORDINANCE

BE IT ORDAINED by the Board of Commissioners of the Town of Wake Forest as follows:

Section 1. Chapter 5 *Building Design Standards* of the Unified Development Ordinance is amended to read as follows with additions shown as bold underlined text and deletions shown as struck-through text:

5.4 CIVIC / INSTITUTIONAL BUILDINGS

CIVIC / INSTITUTIONAL BUILDINGS

The Civic/Institutional Building serves as a landmark and a public gathering place. The use of this designation is limited to public buildings (e.g., schools, fire stations, and town halls), and semi-public buildings (e.g., hospitals and religious institutions). The Civic/Institutional Building defines a sense of prominence or to accommodate the unique needs of its users.

Typological Variants:

Churches

Schools

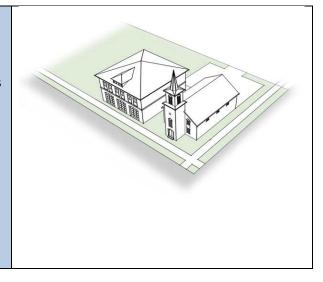
Museums

Hospitals

Town Hall

Child / Adult Care Centers (more than 8 persons)

Recreation / Clubhouse Buildings



5.4.1 APPLICABILITY AND REVIEW PROCESS

Because of the often unique design requirements and the expected prominence of certain Civic/Institutional buildings, the process for review and approval shall be different than those of the other building types listed in this section. It requires that additional standards, as set forth below, be met, but relaxes some of the standards found in the applicable **zoning** land development district. Approval of all Civic/Institutional Buildings shall be vested solely with the reviewed by the Design Review Board in accordance with Section 15.8.5 subject to the following standards.

. . .

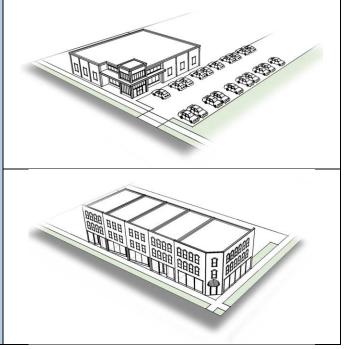
5.6 COMMERCIAL BUILDINGS IN URBAN DISTRICTS

COMMERCIAL BUILDINGS

The commercial building is a structure with a high percentage of its ground level façade in transparent fenestration (windows and doors) to encourage pedestrian activity along its frontage. The Commercial Building typically has one yard (rear) though variations include a small front plaza or courtyard to provide public space for outdoor seating as well as a building with complete lot coverage where parking is handled in a manner other than on-site surface parking.

Typological Variants

Commercial Building – Neighborhood Mixed-Use Building (multi-story) Downtown Buildings Child/ Adult Day Care Centers



. . .

A. Articulation: The frontage of buildings shall be divided into architecturally distinct sections or bays with each section taller than it is wide, unless otherwise noted. Sections or bays shall be visually established by architectural features such as columns, ribs, pilasters or piers, changes in plane, or an equivalent element that otherwise visually subdivides the wall through at least 50% of its height. The provisions on the following page shall apply:

Façade Width/Use Size	Maximum Bay/Section Width	Minimum Type/Depth of Articulation	Rooflines
a. Less than 60 feet	Not Applicable	Not Applicable	Not Applicable
b . 60 feet – 120 feet	30 feet with each section taller than it is wide	At least 1 change in wall plane is required with a minimum depth of 2 feet the width shall be at least two times the depth. No single wall plane may extend more than 80% of the length of the façade. The width of required dividing elements shall be between 1/8 and 1/10 the average height of the adjacent bays. The depth of the required dividing elements shall be at least 1/3 their width.	At least 1 change in roofline every 60 ft

• • •

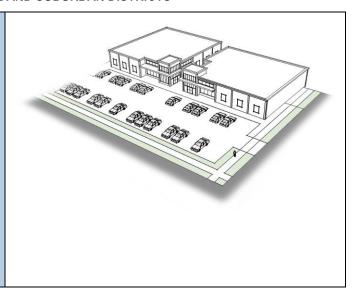
5.7 COMMERCIAL BUILDINGS IN RURAL AND SUBURBAN DISTRICTS

COMMERCIAL BUILDINGS

The commercial building is a structure with a high percentage of its ground level façade in transparent fenestration (windows and doors) to encourage pedestrian activity along its frontage. The Commercial Building typically has one yard (rear) though variations include a small front plaza or courtyard to provide public space for outdoor seating as well as a building with complete lot coverage where parking is handled in a manner other than on-site surface parking.

Typological Variants

Commercial Building – Neighborhood Commercial Building – Highway Commercial Child/ Adult Day Care Centers



. . .

B. Articulation: The frontage of buildings shall be divided into architecturally distinct sections or bays with each section taller than it is wide, unless otherwise noted. Sections or bays shall be visually established by architectural features such as columns, ribs, pilasters or piers, changes in plane, or an equivalent element that otherwise visually subdivides the wall through at least 50% of its height. The provisions on the following page shall apply:

Façade Width/Use Size	Maximum Bay/Section Width	Minimum Type/Depth of Articulation	Rooflines
c. Less than 60 feet	Not Applicable	Not Applicable	Not Applicable
d . 60 feet – 120 feet	30 feet with each section taller than it is wide	At least 1 change in wall plane is required with a minimum depth of 2 feet, the width shall be at least two times the depth. No single wall plane may extend more than 80% of the length of the façade. The width of required dividing elements shall be between 1/8 and 1/10 the average height of the adjacent bays. The depth of the required dividing elements shall be at least 1/3 their width.	At least 1 change in roofline every 60 ft

. .

5.8.3 FAÇADE ARTICULATION

Articulation involves the horizontal and vertical variation of the façade so that walls are subdivided into bays or sections that are vertically proportioned. The following provisions for façade articulation shall apply to any façade visible from a public street or civic space. For buildings set back more than 200 feet from the street, the standards in this subsection apply only to the primary façade facing the street.

A. Articulation

- 1. The frontage of buildings shall be divided into architecturally distinct sections or bays with each section taller than it is wide.
- 2. Sections or bays shall be visually established by architectural features such as columns, ribs, pilasters or piers, recesses, projections, windows, awnings, arcades or an equivalent element that visually subdivides the wall with a roof or cap feature that provides a rational terminus and integrates with the overall design of the façade.
- 3. The width of required dividing elements shall be between 1/8 and 1/10 the average height of the adjacent bays. The depth of the required dividing elements shall be at least 1/3 their width. Vertically- proportioned windows and spandrel glass, doors, stairwells, porches, pilasters (minimum 2' width with minimum 1:2 projection to width ratio), and other architectural elements as approved will be used in order to: add architectural interest and variety; relieve the visual effect of a single, long wall; and subdivide a horizontal wall into human scale vertical proportions.
- Section 2. Section 14.7 *Design Review Board* of the Unified Development Ordinance is amended to read as follows with additions shown as bold underlined text and deletions shown as struck-through text:

14.7 DESIGN REVIEW BOARD

14.7.1 POWERS AND DUTIES

The Town of Wake Forest's Design Review Board shall have the following powers and duties to be carried out in accordance with the terms of this ordinance.

- **A.** To review plans <u>architectural elevations</u> that require additional discretionary review according to the terms of the ordinance.
- **B. UDO Decisions:** The Design Review Board shall render final decisions regarding the following (see also Chapter 15):
 - 1. Major Architectural Design Review (15.8.5)
 - 2. Appeals from staff for Minor Architectural Design Review (15.8.4.G)

The Design Review Board shall also have any additional powers and duties as may be set forth for in other laws and regulations or at the direction of the Board of Commissioners.

Section 3. Sections 15.8.4 Architectural Design Review (Minor) and Section 15.8.5 Architectural Design Review (Major) of the Unified Development Ordinance are amended to read as follows with additions shown as bold underlined text and deletions shown as struck-through text:

15.8.4 ARCHITECTURAL DESIGN REVIEW (MINOR)

- **A. Applicability:** Any application not reviewed by the Design Review Board, as outlined in Section 15.8.5.A, will be reviewed by the Administrator for architectural design compliance with the standards of this ordinance.
- **B.** Process Types: Administrative
- **C. Pre-Application Procedure:** No meeting is required but applicants are encouraged to call or visit the Administrator to determine what information is required for the application.
- **D. Required Application Information:** Sketch Plan (15.4.2) (may be waived by Administrator as appropriate) & Building Elevations for Design Review (15.4.7).
- **E. Determination of Compliance:** Once an application containing all needed elements is submitted, the Administrator shall review the application and approve or deny it based on compliance with the land development standards contained in this ordinance.
- F. Public Notification: N/A
- **G. Appeals:** Appeals of the decisions of the Administrator shall be heard by the Design Review Board in accordance with the procedures set out for Major Architectural Design Review in Section 15.8.5.A through 15.8.5.L.
- **H. Permit Validity:** Upon the approval of the application, the applicant shall have one year to obtain a building permit. Failure to secure building permits within this time shall render the compliance void. Any change to the approved plans that has not been authorized by the Administrator shall invalidate the approval and any subsequent building permits.
- I. Permit Extension: N/A. The Administrator may grant a single extension of this time period of up to one year upon submittal by the applicant of sufficient justification for the extension. Sufficient justification may include, but is not limited to, delays in other outside agency permits, financing institution delays, or other similar reasons beyond the control of the applicant.

15.8.5 ARCHITECTURAL DESIGN REVIEW (MAJOR)

A. Applicability: The Major Architectural Design Review process shall apply to the subject district and the associated threshold as specified below:

DISTRICT	THRESHOLD
All Districts	 a. Non-residential development ≥ 10,000 square feet in gross floor area (shall not apply to UR, RMX, NMX, UMX, RA-HC, PUD) b. All civic/institutional projects, per Section 5.4 (excluding recreation centers ≤ 2,500 square feet and any expansion or addition to an existing recreation facility)
RA-HC District (not in a Historic Overlay District)	All development ≥ 6,000 square feet in gross floor area
UR, RMX, NMX, or UMX	All mixed use or non-residential projects
GR10, ICD, UR, RMX, RA-HC, NMX, UMX	All multifamily projects containing ≥ 8 multifamily units
PUD	≥ 50,000 square feet of non-residential (including civic and institutional) ≥ 125 multifamily units

- **B.** Process Types: Quasi-Judicial (See also 15.5)
- **C. Pre-Application Procedure:** No meeting is required but applicants are encouraged to call or visit the Administrator to determine what information is required for the application.
- **D.** Required Application Information: Sketch Plan (15.4.2) (may be waived by Administrator as appropriate) & Building Elevations for Design Review (15.4.7)
- **E. Determination of Compliance:** The Administrator shall review the application to ensure that it is complete, prepare a report and recommendation on the application, and schedule the matter for a public hearing before the Design Review Board.
- **F.** Public Notification: Levels 1, 2 & 4 required. Level 5 optional.
- **G. Public Hearing:** The Design Review Board shall hold a hearing on the proposal. The applicant and other property owners likely to be materially affected by the application shall be given an opportunity to be heard.
- **H. Decisions/Findings of Fact:** Following the public hearing the Design Review Board may approve, deny, or approve with conditions the application. The application shall not be approved unless it complies with the following findings of fact:
 - 1. The proposed plan design is consistent with the adopted plans/policies of the Town and complies with all applicable requirements of this ordinance;
 - The proposed design employs architectural standards which complement and enrich Wake Forest's architectural character; and
 - 3. The proposed design is compatible with the standards set forth in UDO Section 5.10 Discretionary Review Standards.
 - 4. The proposed plan conforms to the character of the neighborhood, considering the location, type and height of buildings or structures and the type and extent of landscaping on the site; and
 - 5. The proposed plan will not be detrimental to the use or development of adjacent properties or other neighborhood uses.

- I. Review Period by Design Review Board: Applications for Major Design Review shall be acted upon by the Design Review Board (approved, approved with conditions or denied) within 60 days if its first consideration on the matter, otherwise the application shall be deemed approved and a permit shall be issued. An extension of time may be granted by mutual consent of the Design Review Board and the applicant.
- J. Appeals: An appeal from the decision of the Design Review Board regarding a Major Design Review application may be made by an aggrieved party and shall be made to the Superior Court of Wake County in the nature of certiorari. Any such petition shall be filed with the clerk of the superior court within 30 days after the decision of the Board is filed with the Town Clerk, or after a written copy thereof is delivered to every aggrieved party who has filed a written request for such copy with the secretary or chairman of the Board at the time of its hearing of the case, whichever is later. The decision of the Board may be delivered to the aggrieved party either by personal service or by registered mail or certified mail return receipt requested.
- **K. Permit Validity:** Upon the approval of the application, the applicant shall have one year to obtain a building permit. Failure to secure building permits for the permitted work within this time shall render the compliance void.
- **L. Permit Extension:** The Administrator may grant a single extension of this time period of up to 6 months one year upon submittal by the applicant of sufficient justification for the extension. Sufficient justification may include, but is not limited to, delays in other outside agency permits, financing institution delays, or other similar reasons beyond the control of the applicant.

ordinance shall l section, paragra	section, paragraph, subdivision, clause or provision of this e adjudged invalid, such adjudication shall apply only to such oh, subdivision, clause or provision so adjudged and the ordinance shall be deemed valid and effective.
The ordinance shall be effective	upon enactment on the 18 th day of December, 2018.
	Moved by:
	Seconded:
	Mayor:
APPROVED AS TO FORM:	
Eric A. Vernon Town Attorney	
ATTEST:	
Town Clerk	

All ordinances or parts of ordinances in conflict with this ordinance are hereby

Section 4.



Board of Commissioners Agenda Item Report

Agenda Item No.: 2018-766 Submitted by: Kip Padgett

Submitting Department: Administration Meeting Date: December 18, 2018

SUBJECT Wake County Tax Releases

Recommendation:

Item Summary:

ATTACHMENTS

• WakeCoTaxReleases.pdf



Board of Commissioners

P.O. Box 550 Raleigh, NC 27602

Tel 919 856 6160 Fax 919 856 5699

Jessica Holmes, Chair Greg Ford, Vice-Chair Vickie Adamson Matt Calabria Susan P. Evans Sig Hutchinson James West

December 4, 2018

Mr. Kip Padgett Town Manager Town of Wake Forest 301 S. Brooks Street Wake Forest, North Carolina 27587

Dear Mr. Padgett:

The Wake County Board of Commissioners, in regular session on December 3, 2018, approved and accepted the enclosed tax report for the Town of Wake Forest.

The attached adopted actions are submitted for your review; no local board action is required.

Sincerely,

Denise Hogan

Clerk to the Board

Wake County Board of Commissioners

Denise Hogan

Enclosure(s)

* (MAKE					WAKE COI	WAKE COUNTY REVENUE DEPARTMENT Rebate details 10/1/2018 - 10/31/2018	NUE DEPAI tails	RTMENT			DATE 11/01/2018	TIME 02:58:10 PM	PAGE 1
COUNTY MORTH CARGEINA						WAKE FOREST	REST						
REBATE F	PROPERTY	SPEC DIST	CITY	CITY LATE LIST TAG	BILLED	TOTAL PROCESS REBATED DATE	PROCESS DATE	ACCOUNT NUMBER	TAX X	YEAR I FOR	BILLING OWNER TYPE	OWNER	
WAKE FOREST (Not In District)	ot In Distri	ct)											
BUSINESS ACCOUNTS	T.S		-										
712954	4.72	0.00	0.00	0.00	0.00	4.72	10/31/2018	4.72 10/31/2018 0006609547	2018	2018	000200	007000 INTERFACE SECURITY SYSTEMS LLC	¥
Subtotal for													
ACCOUNTS	4.72	0.00	0.00	0.00	0.00	4.72	1	1 Properties Rebated	ited				
TOTAL –	4.72	0.00	0.00	0.00	0.00	4.72		1 Properties Rebated for the District/City	ted for the	District/	City		
FOREST (Not In District)											ı		
TOTAL FOR													
WAKE FOREST	4.72	0.00	0.00	0.00	0.00	4.72	1	1 Properties Rebated for the City	ited for th	c City			

*					WAKE CO	IKE COUNTY REVENUE DEPARTMENT	ENUE DEPA	RTMENT			DATE	TIME	PAGE
WAKE						10/1/2018 - 10/31/2018	10/31/2018				11/01/2018	02:58:10 PM	1
COUNTY NORTH CAROLINA						WAKE FOREST	OREST						
REBATE	PROPERTY	"	CITY	CITY LATE LIST	BILLED		PROCESS	TOTAL PROCESS ACCOUNT TAX YEAR BILLING OWNER	TAX	YEAR	BILLING	OWNER	
NUMBER		DIST	TAG		INI	REBATED DATE	DATE	NUMBER	YEAR	FOR	YEAR FOR TYPE		
Grand Total:	13,319.71 2,145.92	2,145.92	278.33	711.17	0.00	0.00 16,455.13		87 Properties Rebated for All Cities	ebated for	All Citie	w		



Board of Commissioners Agenda Item Report

Agenda Item No.: 2018-767 Submitted by: Kip Padgett

Submitting Department: Administration Meeting Date: December 18, 2018

SUBJECT Monthly Report.

Recommendation:

Item Summary:

ATTACHMENTS

• Nov 2018.docx



TO: Mayor and Board of Commissioners

FROM: Kip Padgett, Town Manager

DATE: December 10, 2018

ADMINISTRATION:

Public Facilities:

• Staff completed 226 work orders for the month (1296 FY Total)

Renaissance Centre:

- Hosted The Shades of Gospel Concert on 11/3. Collaborative event with three regional churches. Friendship Chapel, Macedonia New Life and New Bethel Baptist.
- The Renaissance Centre was chosen again this year to be a host site for the NC Symphony's Music Discovery Preschool program, which is sponsored by PNC's "Grow up Great" initiative. This took place on 11/7.
- Cultural Resource Advisory Board met on 11/5

Events:

Monthly Attendance: 1704

Ticketed Events: 8 Free Events: 8

Rentals:

Paid Rentals: 3 Internal Rentals: 9

Downtown Development:

Activities:

- Worked on, assisted with and presented various downtown events: Lighting of Wake Forest, Small Business Saturday, Parade, Holiday Open House, Mardi Gras, Dirt Day
- Continued focus on ED projects SunTrust lot, FIG requests, working with several prospects interested in opening businesses
- Working with WFHS students on a DECA project will be spaced over 4 months
- Developed and rolled out "Downtown Dollars" a gift certificate program to be used in downtown businesses
- Installed Lighted Ornament in front of Town Hall already a huge draw for downtown

COMMUNICATIONS:

Activities:

- Distributed to media and posted online over 40 press releases
- Distributed to subscribers and posted online approximately 20 email announcements via Constant Contact
- Designed and produced visual graphics for Historic Home Tour, Shades of Gospel, The Wall That Heals, Gobblequest, Our Town, Snowball Dance, Halloween Spooktacular, Biscuit, Fall Foliage Tours & more.

Miscellaneous:

•	Email Subscribers	15,089
•	Facebook Likes	29,874
•	Twitter Followers	7,085
•	2018 App Downloads	3,755
•	Nextdoor	12,023
•	Town-to-resident Phone Calls	1

Top 5 Viewed Pages (November 1-30, 2018)

	10 p 0 1 10 11 0 0 1 1 1 1 1 1 1 1 1 1 1	, ,
1.	Home Page	9,509
2.	Youth Schedules	3,621
3.	Christmas Home Tour	3,167
4.	Community Calendar	2,288
5.	Christmas Parade	2,023

ENGINEERING:

Monthly			Nov-18	
Engineering Inspections	Inspection Type	Pass	Fail	Total
	Driveway	34	8	42
	Sidewalk	33	8	41
	Site Final	0	1	1
	Yard Final	60	11	71
Residential,	Curb and Gutter	0	0	0
Commercial &	Citizen concern/Other	0	0	0
Roadway	Roadway Acceptance- Warranty	0	0	0
	Utility Adjustment	0	0	0
	Follow up Inspection	0	0	0
	Proofroll	4	2	6
	Stormwater BMP	0	1	1
Total Resi	dential and Commercial	131	31	162
	Erosion Initial	1	0	1
	Erosion Monthly	44	9	53
	Erosion Final	0	0	0
	Meeting	2	0	2
Erosion & Sediment Control	Stop Work Order	0	0	0
Control	NOV	0	2	2
	Continuing NOV	0	0	0
	Civil Fine	0	0	0
	Erosion Footing	55	1	56
Total Erosi	on and Sediment Control	102	12	114
	Grand Total Inspections	233	43	276

FINANCE:

Miscellaneous/Reports:

- E-500E Combined General Rate Sales & Use Tax Return (Utility) for September November 15
- NC Sales and Use Tax Return November 20
- Wake County Prepared Food and Beverage Tax Return November 20
- Annual Financial Information Report (AFIR) FYE June 30, 2018 November 28
- Municipal Street Fiscal Data Report for FYE June 30, 2018 November 29
- Historic Preservation Commission (HPC) Treasurer's Report November 8
- Presented CAFR for June 30, 2018 to Board of Commissioners November 6
 - Submitted to GFOA for award consideration November 19
- Five-year Capital Improvements Plan update underway
 - o Requests due from Departments December 14
- Performance Measures/Workload Indicators first quarter results submitted November 15

Accounting/Finance:

- Total Accounts Payable Disbursement \$2,824,499
- Total ePayables Disbursement \$598,095
- Total Number of Invoices Paid 592
- Total Amount of Invoices Paid with credit card \$298,506

Customer Service:

•	Electric meters/customers	6,389
•	Pay-As-You-Go Customers	350
•	H.O.P.E. Participants	39
_	a Cruita amadit aand maximanta	2 650 tuons

eSuite credit card payments
 eSuite credit card payments (PAYG)
 2,658 transactions totaling \$583,689.94
 1,057 transactions totaling \$33,706.54

Debt set off collections \$210

Purchasing/Warehouse:

- Processed 58 purchase orders
- Prepared 20 informal quotes
- Setup 6 new vendors
- Sold one (1) item on GovDeals \$1,052

HUMAN RESOURCES:

Transfers

<u>Name</u>	Department	<u>Position</u>	Date
Jimmy Jefferys	Electric	Electric Groundman	11/18/2018

Vacancies

<u>Position</u>	Department
Marketing & Business Relations Assoc.	Communications
Transportation Engineer	Community Development
Energy & Line Location Specialist	Electric
Powerline Technician II	Electric
Relief Yard Waste Equipment Operator	Environment Services
Yard Waste Equipment Operator	Environmental Services
Equipment Mechanic	Fleet
Parking Enforcement Officer	Police
Police Officer I	Police
Police Recruit	Police
Special Events & Off Duty Coordinator	Police
Construction Worker II	Streets

Authorized Positions for FY 2017-18

Filled: 244

Vacancies: 31 (Includes budgeted positions for 2018-19)

Total: 275

INSPECTIONS:

RESIDENTIAL PERMITS: 072

Single Family Dwelling	<u>43</u>
Townhomes	<u>13</u>
Duplexes	<u>00</u>
Multi-Family Dwelling	<u>00</u>
Temporary Sales Off/Trl	<u>00</u>
Accessory Structures	<u>04</u>
Addition/Renovations	<u>12</u>

NON-RESIDENTIAL PERMITS: 08

New Commercial (Bus names listed on next p	<u>00</u> page)
Fit-Up(s) (Bus names listed on next p	<u>04</u> page)
Addition/Renovations	<u>04</u>

DEPARTMENTAL PRODUCTIVITY

INSPECTIONS PERFORMED ~Building/Trade ~Fire (new construction) ~Periodic Fire	$\begin{array}{r} 1822 \\ 1678 \\ 0015 \\ \hline 0129 \end{array}$
<u>PLAN REVIEW</u> ~Residential ~Non-Residential ~Fire	0168 0091 0041 0036
CUSTOMER SERVICE ~Phone Calls Received	<u>0690</u>

PENDING BUSINESSES

FIT-V	UPS
BUSINESS NAME	ADDRESS
THE JOINT	1000 FORESTVILLE RD 108
NUNZIO'S TAPAS RESTAURANT	110 S WHITE ST
LENDMARK FINANCIAL SERVICES	914 GATEWAY COMMONS CIR
GLAM INK	1608 HERITAGE COMMERCE CT 110
PRE-OCC	UPANCY
BUSINESS NAME	ADDRESS
ALPHABET SOUP EDUCATIONAL SUPPLIES & MORE	222 E JONES AVE
PUROCLEAN OF WAKE FOREST	5053 UNICON DR H
BRANDON REECE INS AGENCY	1906 S MAIN ST 122
WAKE FOREST NINJA WARRIOR	10501 LIGON MILL RD 104
HOMESPIRE MORTGAGE	1772 HERITAGE CENTER DR 203

MANAGEMENT INFORMATION SYSTEMS:

Miscellaneous:

- New World Downtime: None. Working with Tyler Technologies on degraded service in the Inspections module since upgrading to v2018.1.
- Fiber Infrastructure Project Consultant is reviewing CAD comments.
- SharePoint Project Project team continues to work with departments on uploading content and configuring department pages. Ordered Teams module conference bridge phone numbers.
- Senior Center Project Network hardware and cabling have been ordered for the new facility.
- O365 cloud environment Ordered additional o365 licenses for new hires. Testing Azure P2 multi factor authentication.
- IT staff completed 145 service requests.

<u>PARKS RECREATION & CULTURAL RESOURCES:</u>

Athletics Division:

- Ed Austin facilitated Youth in Government Advisory Board meeting (October 27th). SP: Goal 2 Objective C.
- Youth Basketball registration: 1014 registrants; practices began October 29- games begin December 1.
- Pre-registered 114 coaches for NAYS online coach training (basketball)
- Continuing to work on NYSCA "Better Sports for Kids" designation for WFPRCR youth athletic programs
- Worked with Specialized Recreation staff to schedule Spirit League basketball program

Programs Division:

- CRAB Meeting confirmed Legacy Band available for Sept. 2019 concert
- Spirit League Preview Practice (Sunday, Nov. 4)—22 participants (currently have 14 participants registered for league starting in January)

- Special Olympics Basketball Skills Competition: 175 athletes & 200+ volunteers, teachers/aids, and parents
- Spirit League game @ halftime of NC State Men's basketball game Saturday, Nov. 10

Park Maintenance:

- Supervisors conducted park walk-through. Planned offseason projects.
- Pruned trees behind fields 1 and 2 at Flaherty Park

PLANNING:

Design Review Board:

The Design Review Board met on November 8, 2018 for the following:

- A. <u>Public Hearing on Case AR-18-20:</u> Consideration of a request filed by Windsor Contracting for Major Architectural Design Review for a proposed daycare building, Spanish For Fun, to be located at 3220 Rogers Road, being Wake County TAX PIN: 1840-20-6840.
- B. <u>Public Hearing on Case AR-18-23:</u> Consideration of a request filed by Miller Architectural for Major Architectural Design Review for a proposed apartment complex, The Palisades, to be located at 0 Forbes Road, being Wake County TAX PIN: 1830-83-2893.

Technical Review Committee:

The Technical Review Committee met on November 1, 2018 for the following:

- A. **RZ-18-17 & SD-18-08, Devon Square:** Legislative rezoning submitted by Tony Tate for 126 single family detached dwelling units and 159 townhouses on approximately 67 acres, identified by the PINs 1841-18-7608 and 1841-08-8239.
- B. <u>SP-18-15, Wegmans Master Plan:</u> Legislative master plan associated with the Forbes PUD submitted by ColeJenest & Stone for 105,000 sq. ft. of commercial, identified by the Wake County PINs 1830-86-5681 and 1830-85-0298.

The Technical Review Committee met on November 30, 2018 for the following:

- **A.** <u>SP-18-14, Moffat Pipe:</u> Construction drawings submitted by RLE proposing a 2-story, 13,720 square foot building on 21.87 acres located at the intersection of Burlington Mills Rd. and One World Way, identified by the PIN 1738-79-3931. Case Manager: Patrick Reidy
- **B.** SD-16-12, Everly Ph. 2: Construction drawings submitted by FLM for the 2nd phase of Everly subdivision (fka Reserve at Richland Creek) proposing 54 SFD lots on 18.13 acres. The parcels are in Franklin Co. and identified by the PINs 1842-72-2457 and 1842-72-7109. Case Manager: Patrick Reidy
- **C. SP-18-17, Planet Fitness:** Master Plan submitted by Bartlett Engineering proposing a 1-story, 24,000 sq. ft. building on 10.58 acres off Wrigley Drive, identified by the PIN 1842-22-4002. Case Manager: Courtney Jenkins
- **D.** SD-18-03, Tryon Ph. 13, 17 & 18 (Flynn Prop.): Construction drawings submitted by Priest Craven proposing 77 SFD lots on approximately 30 acres. The parcels are identified by Wake County PINs 1851-70-9297, 1851-81-9808, 1851-91-1358 and 1851-91-3051. Case Manager: Patrick Reidy
- **E. RZ-18-15, Forbes PUD:** Legislative rezoning submitted by ColeJenest & Stone for a Planned Unit Development, which proposes up to 400,000 sq. ft. of mixed use non-residential uses and 460 residential units on approximately 77 acres, identified by the Wake County PINs 1830-86-5681 and 1830-85-0298. Case Manager: Jennifer Currin

Addressing:

Assigned 50 addresses in New World System software.

Code Enforcement:

5 code violations issued

Development Services Plan Reviews

	November 2018	YTD
Final Plats	5	50
Master Plans	2	26
Construction Plans	2	28
Architectural Plans	1	33
Development Permits	77	1144
Development Permits (Signs)	16	133
Zoning Verification Reports	0	17

HISTORIC PRESERVATION:

The Home Tour Committee and Historic Preservation Commission met on November 14, 2018. The home tour will include nine private homes, four churches, the Community House, Stealey Hall at the Seminary and the Wake Forest Historical Museum. Tickets went on sale on October 1 and sold out the week of Veterans Day. Only 2,000 tickets will be sold and no tickets will be sold on the day of the tour. The group finalized the plans for the tour on December 1st.

The Historic Preservation Commission met on November 14th for their regular meeting. There was on public hearing, a request from Kimberly and Dustin Morgan to rehabilitate a portion of the porch and replace siding. The COA was approved conditional upon approval from the Inspections Department.

POLICE:

Calls for service: 4,804Vehicle crashes: 186

PUBLIC WORKS:

Electric: Electric operations: Crews continued to put the infrastructure into new subdivisions. We have also installed new underground lines at the intersection of N Wingate and Stadium dr. and removed the overhead lines. This is for the new round-a-bout being built. Meter department repaired the 98 substation's tap changer on the south transformer. They are also doing disconnect meter change outs. Bypass cleanup

Tree: Tree Department has been doing routine line clearance.

Streets: Continued maintenance of the Town cemetery and cut the road right of ways. Assisted Electric Department with street closure. Marked graves for burial, attended training, and completed health assessment. Crews swept 132 miles of roadway, repaired or replaced 5 regulatory, 2 street, and 2 pedestrian crosswalk signs. Cleared/cleaned 16 storm grates and repaired 4 storm boxes. Installed speed stops, painted stop bar, painted 1342 linear feet of 4" yellow lines. Sidewalk and pothole repairs, cut/trimmed sidewalk canopy. Bypass cleanup.

Environmental Services: Normal operations for yard waste. Leaf collection has begun and they disposed of 83 loads of leaves. Maintenance of the trash receptacles throughout the Town owned properties, Parks and Greenways continue. Delivered carts to 61 new residential customers, upgraded 14 customer to 96 gallon recycling carts, replaced 8 damaged lids, replaced 17 missing carts, and replaced 3 damaged carts, removed 2 set of carts from commercial property.

Fleet: Back up parts for leaf vacuum equipment has arrived. Evaluation of needed back up parts for snow equipment in processes. Order for snow equipment should be placed the first week in December. Operational hours 424, available hours 393, billable hours 316.95, productivity 81%. Bypass cleanup



Board of Commissioners Agenda Item Report

Agenda Item No.: 2018-769 Submitted by: Deeda Harris

Submitting Department: Administration Meeting Date: December 18, 2018

SUBJECTCommissioner Reports

Recommendation:

Item Summary:

ATTACHMENTS

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