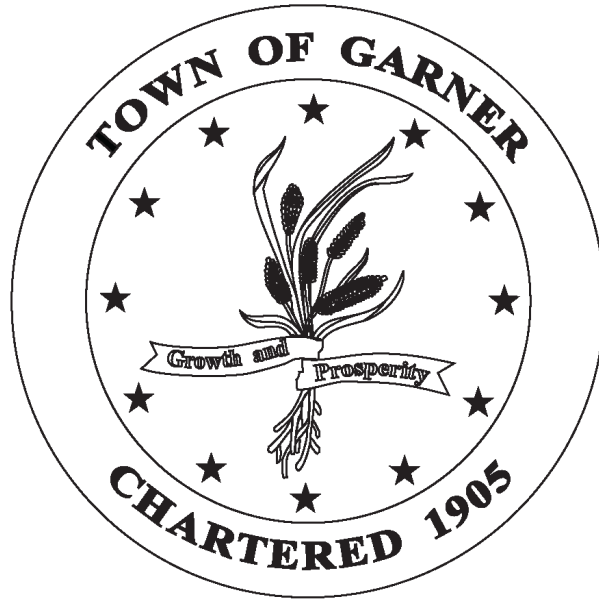


TOWN OF GARNER



TOWN COUNCIL MEETING

March 19, 2019
7:00 P.M.

Garner Town Hall
900 7th Avenue
Garner, NC 27529

**Town of Garner
Town Council Agenda
March 19, 2019**

The Council will meet in regular session at 7:00 p.m. in the Garner Town Hall located at 900 7th Avenue.

- A. CALL MEETING TO ORDER/ROLL CALL: Mayor Ronnie Williams

The Council will call for a brief recess at 9:00 p.m.

- B. PLEDGE OF ALLEGIANCE: Mayor ProTem Ken Marshburn

- C. INVOCATION: Mayor ProTem Ken Marshburn

- D. PETITIONS AND COMMENTS

This portion of the meeting is to receive comments from the public on items not included in this agenda. Citizens should sign up with the Town Clerk to speak prior to the start of the meeting. The Board is interested in hearing your concerns but may not act or deliberate on the subject matter brought up during the Petitions and Comments segment. Topics requiring further investigation will be referred to the appropriate town officials or staff and may be scheduled for a future agenda.

- E. ADOPTION OF AGENDA

- F. PRESENTATIONS

1. Downtown Garner Association 2019 Plan of Work Page 6
Presenter: Mari Howe, Downton Development Manager and DGA Board Members

The Downtown Garner Association Board of Directors and Downton Development Manager will present the organization's 2019 Plan of Work, developed at their annual retreat in November 2018 and fleshed out by DGA's volunteer committees.

- G. CONSENT

1. Annexation to Set Public Hearing ANX 19-01, 699 New Rand Rd Page 7
Presenter: David Bamford, Planning Services Manager

Contiguous annexation petition submitted by New Hope Life LLC for 0.81 +/- acres located at 699 New Rand Road and may be further identified as Wake County PIN# 1710-87-0971.

Recommended Action: Set public hearing for May 6, 2019.

2. Annexation to Set Public Hearing ANX 19-02, 9013 Fanny Brown Rd Page 11
Presenter: David Bamford, Planning Services Manager

Satellite annexation petition submitted by Church Alive of the Assemblies of God, Inc. for 21.0 +/- acres located at 9013 Fanny Brown Road, that may be further identified as Wake County PIN# 0699-33-6725.

Recommended Action: Set public hearing for May 6, 2019.

- 3. Updates to the NC Municipal Records Retention Schedule Page 16
Presenter: Stella Gibson, Town Clerk

To create greater consistency in records management among government agencies and the State of North Carolina, the Department of Natural & Cultural Resources is requiring all local records retention schedules to be updated on an annual basis. The universal update covering General Records is taking the form of a General Local Records

Recommended Action: Consider adopting updated Records Retention Schedule

- 4. Stop Condition Ordinance Page 17
Presenter: Chris Johnson, Town Engineer

Adopt ordinance to amend Town Code of Ordinances to include stop conditions from 2014 through 2019.

Recommended Action: Consider adopting ordinance to amend Town Code of Ordinances to include stop conditions from 2014 through 2019.

- 5. Real Estate Purchase - 215 Purvis Street Page 21
Presenter: William E. Anderson, Town Attorney

The requested action is to approve the purchase of the lot at 215 Purvis Street. The Town has purchased some lots on Purvis Street for future use, either for expanding the Rec Center site, or for possible reclassification of the property for economic development use as proposed in the Historic Downtown Garner Redevelopment Plan.

Recommended Action: Consider approving the purchase of 215 Purvis Street for \$85,000

H. PUBLIC HEARINGS

- 1. Rezoning Z 19-01, 699 New Rand Rd. Page 22
Presenter: David Bamford, Planning Services Manager

General rezoning request submitted by New Hope Life, LLC to rezone 0.814 +/- acres from Single-Family Residential (R-20) to Single-Family Residential (R-15) General Use. The site is located at 699 New Rand Road and can be further identified as Wake County PIN# 1710-87-0971.

Recommended Action: Forward to the Planning Commission at their April 15, 2019, meeting.

- 2. Rezoning Z 19-02, 9013 Fanny Brown Rd. Page 29
Presenter: David Bamford, Planning Services Manager

General rezoning request submitted by Bobbitt Design Build, Inc to rezone 21.00 +/- acres from Wake County Residential 30 (R-30 Wake) to Single-Family Residential (R-20) General Use. The site is located at 9013 Fanny Brown Road and can be further identified as Wake County PIN# 0699-33-6725.

Recommended Action: Forward to the Planning Commission at their April 15, 2019, meeting.

- 3. Expenditure of Public Funds for Roadway Improvements to Aid in Economic..... Page 36
Development and Aid Public Safety
Presenter: Joe Stallings, Economic Development Director

The Economic Development Department will present the Town Council information regarding expending public funds for Project Axis-Amazon related road improvements that are being proposed for the Jones Sausage Road Corridor.

Recommended Action: Approve expenditure for Project-Axis roadway improvements.

I. NEW/OLD BUSINESS

- 1. Developer Agreements for Jones Sausage Road Improvements Page 50
Presenter: William E. Anderson, Town Attorney

The developer of the Project Axis - Amazon project, Hillwood, is making significant improvements to Jones Sausage Road from I-40 to the southern boundary of their property. To facilitate the NC DOT and Town of Garner funding contributions being made to these improvements, the Town of Garner will enter into two contracts - a Locally Administered Funding Agreement with NCDOT and a Development Agreement with Hillwood.

Recommended Action: Authorize the Town Manager to execute agreements with NC DOT and Hillwood.

- 2. Playground Grant for White Deer Park Page 78
Presenter: Sonya Shaw, PRCR Director

The Parks, Recreation & Cultural Resources Department is applying for a 100% matching grant to replace playground equipment at White Deer Park.

Recommended Action: Council approval to support 100% matching grant for playground equipment.

3. Funding Options for Future Park Property Acquisition Page 86
Presenter: Matt Roylance, Assistant Town Manager – Operations

The Town is in the process of acquiring 72.5 acres of future park land and Council needs to choose the funding source(s) for the acquisition.

Recommended Action: Town Council approves the funding source(s) for the acquisition of future park property.

4. 2019 Stormwater Projects - Design Award (McAdams) Page 88
Presenter: Chris Johnson, Town Engineer

In September 27, 2018, staff was directed to release a Request for Qualifications (RFQ) for design/survey services related to four stormwater improvement projects (Junction Blvd, Woodbridge and Sunset Acres), Staunton Meadows, and Meadowbrook Drive/Cason Street). The Town received a total of 10 proposals and based on the scores and discussions by the review panel, McAdams was selected as the most qualified consultant. Staff has developed a scope of work and the proposed design fee for this work is \$156,500.

Recommended Action: Award the 2019 Stormwater Projects design and authorize the Town Manager to execute a contract to McAdams at a cost not to exceed \$156,500.

5. Pavement Design Revision..... Page 113
Presenter: Chris Johnson, Town Engineer

Staff presented a presentation to Public Works Committee for updating pavement design sections in the Engineering Standard Details. Staff will present a similar presentation to the full Council as directed by the Public Works Committee members.

Recommended Action: Approve the pavement design revisions with an effective date for all site plan and/or construction drawing approvals on or after May 1, 2019.

6. Capital Projects Status Report Page 137
Presenter: Chris Johnson, Town Engineer

Staff has developed a project status report that provides information related to Town capital projects, NCDOT STIP projects, and NCDOT Resurfacing projects. Staff intends to update this report on a quarterly basis so Council members, interdepartmental staff, and other stakeholders may remain up to date on current projects, design/construction schedules, and other relevant project data. This report will also provide better awareness of projects by NCDOT around the Town of Garner.

Recommended Action: Presentation

J. COMMITTEE REPORTS

1. Public Works

K. MANAGER REPORTS

1. garner info
2. Finance Report
3. Building & Permit Report

L. ATTORNEY REPORTS

M. COUNCIL REPORTS

N. ADJOURNMENT

Town of Garner
Town Council Meeting
Agenda Form

Meeting Date: March 19, 2019		
Subject: 2019 Downtown Garner Plan of Work		
Location on Agenda: Presentations		
Department: Economic Development/Downtown Garner Association		
Contact: Mari Howe		
Presenter: DGA Board Members		
Brief Summary: The Downtown Garner Association Board of Directors and Downtown Development Manager will present the organization's 2019 Plan of Work, developed at their annual retreat in November 2018 and fleshed out by DGA's volunteer committees		
Recommended Motion and/or Requested Action: N/A		
Detailed Notes:		
Funding Source: N/A		
Cost:	One Time: <input type="radio"/>	Annual: <input type="radio"/> No Cost: <input checked="" type="radio"/>
Manager's Comments and Recommendations: 		
Attachments Yes: <input type="radio"/> No: <input checked="" type="radio"/>		
Agenda Form Reviewed by:	Initials:	Comments:
Department Head:		
Finance Director:		
Town Attorney:		
Town Manager:	RD	
Town Clerk:		

Town of Garner
Town Council Meeting
Agenda Form

Meeting Date: March 19, 2019		
Subject: ANX-19-01, 699 New Rand Road		
Location on Agenda: Consent		
Department: Planning		
Contact: David Bamford, AICP; Planning Services Manager		
Presenter: David Bamford, AICP; Planning Services Manager		
Brief Summary: Contiguous annexation petition submitted by New Hope Life LLC for 0.81 +/- acres located at 699 New Rand Road and may be further identified as Wake County PIN# 1710-87-0971.		
Recommended Motion and/or Requested Action: Set public hearing for May 6, 2019.		
Detailed Notes: There is a pending associated general rezoning case (Z-19-01) for this tract requesting rezoning from Single-Family Residential (R-20) to Single-Family Residential (R-15).		
Funding Source:		
Cost:	One Time: <input checked="" type="radio"/>	Annual: <input type="radio"/> No Cost: <input type="radio"/>
Manager's Comments and Recommendations:		
Attachments Yes: <input checked="" type="radio"/> No: <input type="radio"/>		
Agenda Form Reviewed by:	Initials:	Comments:
Department Head:	JT	
Finance Director:		
Town Attorney:		
Town Manager:	RD	
Town Clerk:		

Planning Department Memorandum

TO: Mayor and Town Council

FROM: David Bamford, AICP; Planning Services Manager

SUBJECT: ***ANX-19-01: 699 New Rand Road***

DATE: March 19, 2019

ANNEXATION APPLICATION:	ANX-19-01
OWNERS:	New Hope Life LLC
CONTIGUOUS / SATELLITE:	Contiguous
LOCATION OF PROPERTY:	699 New Rand Road
WAKE COUNTY PIN #:	1710-87-0971
REAL ESTATE ID #:	0091695
AREA:	0.81 +/- acres
ZONING:	Single-Family Residential (R-20)
ASSOCIATED DEVELOPMENT PLAN:	Z-19-01, pending request to rezone to Single-Family Residential (R-15) in order to subdivide the property for two (2) 15,000 square foot minimum lots.
RECOMMENDATION:	Set Public Hearing for May 6, 2019

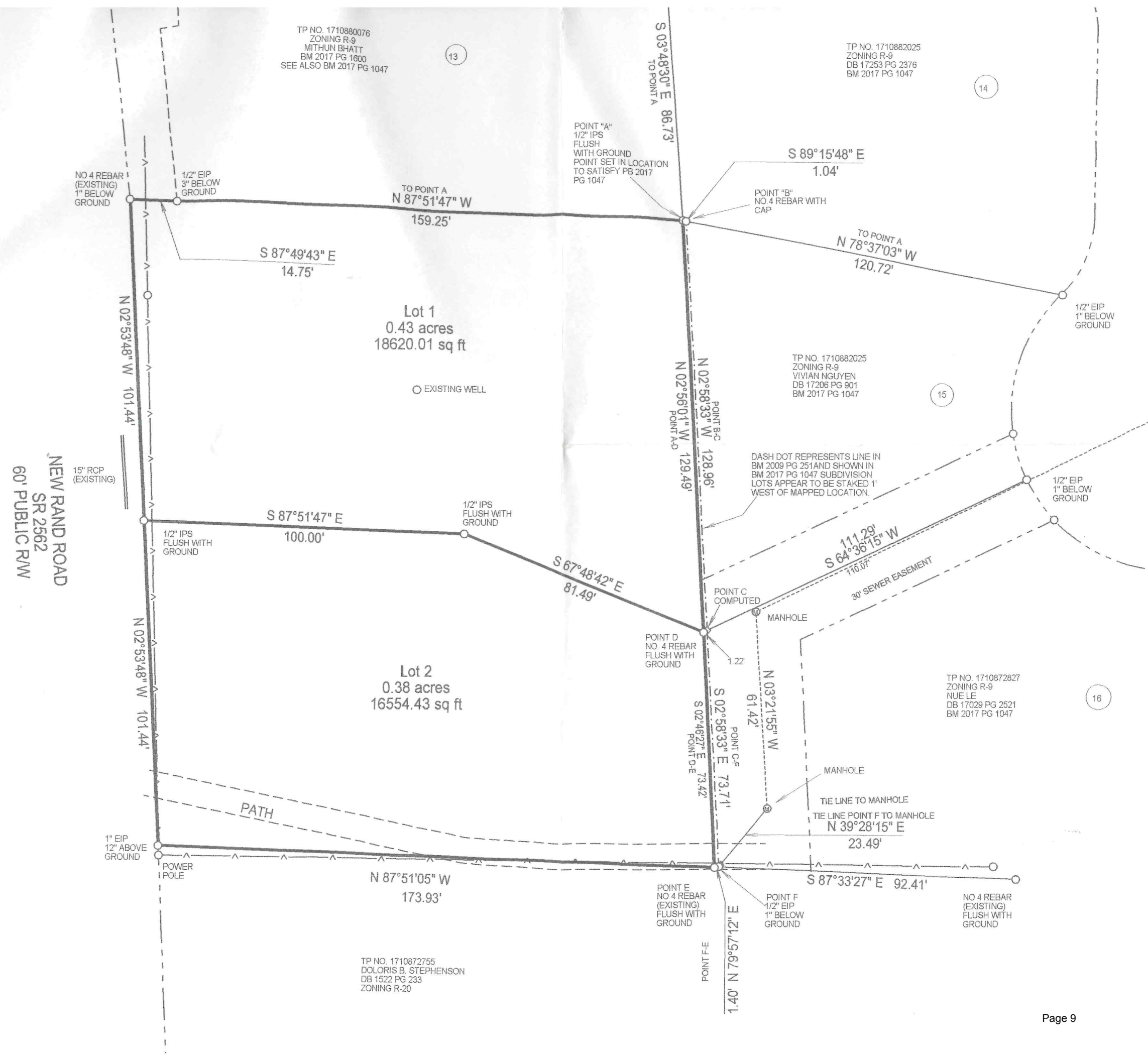
- ☐ SEWER CLEAN-OUT
- ☐ TELEPHONE BOX
- ☐ CABLE BOX
- ☐ TRANSFORMER
- ☐ WATER METER
- ☐ SANITARY SEWER MANHOLE
- ☐ NOW OR FORMERLY
- ☐ BACK OF CURB
- ⊙ COMPUTED POINT
- ⊙ GEODETIC MONUMENT
- ⊙ REINFORCED CONCRETE PIPE
- PARCEL BOUNDARY
- RIGHT OF WAY
- TIE LINE
- FEATURE
- - - - - STREAM (IE WATER COURSE)
- - - - - NOT SURVEYED
- - - - - POWER LINE
- - - - - DEED LINE 1' EAST POSSIBLE OVERLAP
- - - - - SEWER LINE
- AREA BY COORDINATE METHOD
- TITLE BY LAWYER
- PROPERTY SUBJECT TO EASEMENT OF RECORD



I ALSEY J. GILBERT PLS CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (deed description recorded in db 16551 pg 366 etc.) THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOM 2017 PGS 1046-1049 THAT THE RATIO OF PRECISION IS 1:21544 THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 15th DAY OF JANUARY AD 2019

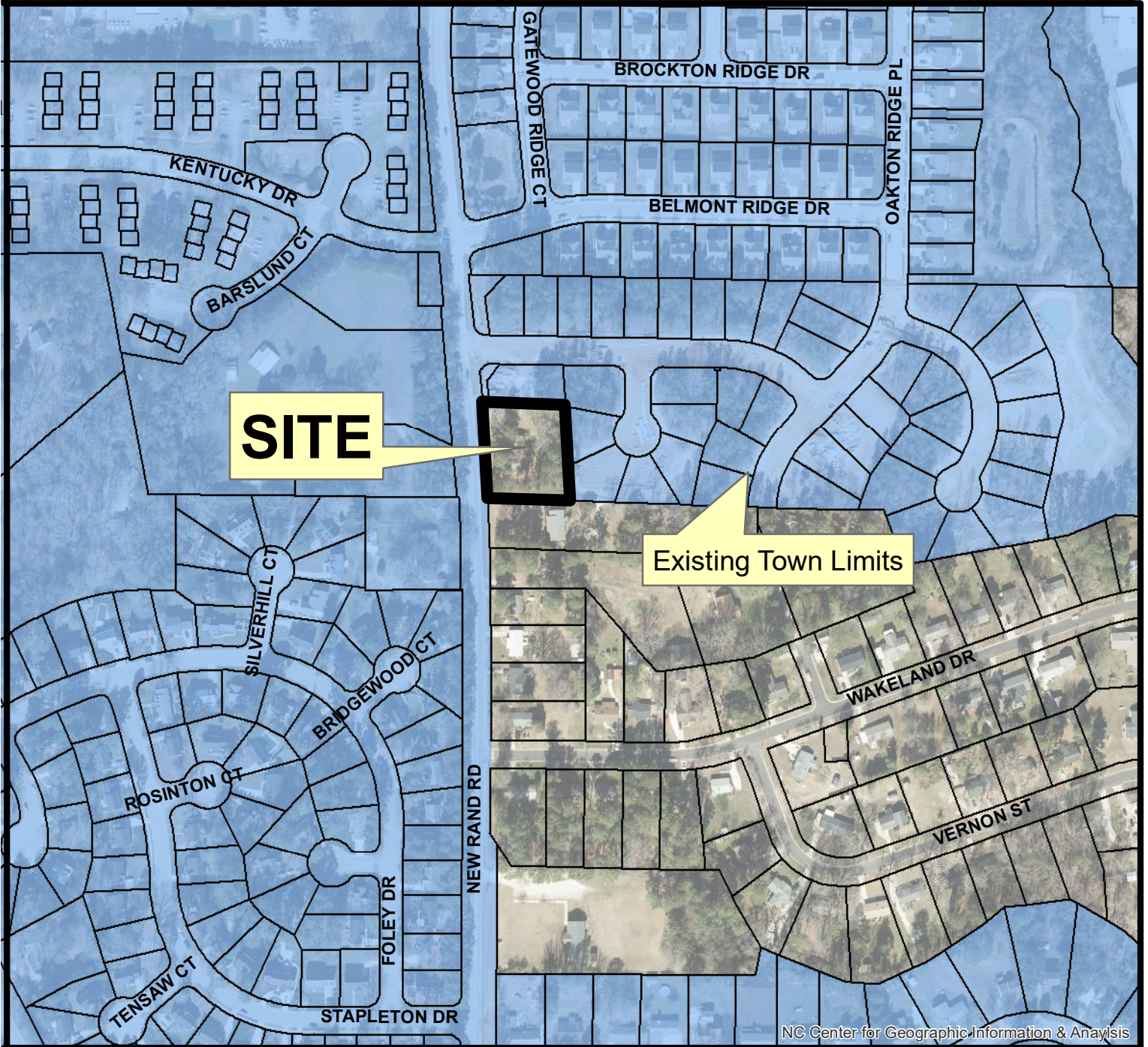
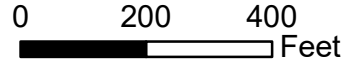
Alsey J. Gilbert
 ALSEY J. GILBERT PLS
 REG. NO. L-3701

- AJG a. THAT THE SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.
- b. THAT THE SURVEY IS LOCATED IN A PORTION OF A COUNTY OR MUNICIPALITY THAT IS UNREGULATED AS TO AN ORDINANCE THAT REGULATES PARCELS OF LAND.
- c. ANY ONE OF THE FOLLOWING:
1. THAT THE SURVEY IS OF AN EXISTING PARCEL OR PARCELS OF LAND OR ONE OR MORE EXISTING EASEMENTS AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET



**Town of Garner
Planning Department**

**Annexation
ANX 19-01**



NC Center for Geographic Information & Analysis

Property: 699 New Rand Road
Owner: New Hope Life LLC
Area: 0.81
Pin: 1710870971
Related Case: REZ 19-01 (R-20 to R-15)

Town of Garner
Town Council Meeting
Agenda Form

Meeting Date: March 19, 2019		
Subject: ANX-19-02, 9013 Fanny Brown Road		
Location on Agenda: Consent		
Department: Planning		
Contact: David Bamford, AICP; Planning Services Manager		
Presenter: David Bamford, AICP; Planning Services Manager		
Brief Summary: Satellite annexation petition submitted by Church Alive of the Assemblies of God, Inc. for 21.0 +/- acres located at 9013 Fanny Brown Road, that may be further identified as Wake County PIN# 0699-33-6725.		
Recommended Motion and/or Requested Action: Set public hearing for May 6, 2019		
Detailed Notes: This tract is currently in Wake County's zoning jurisdiction, but is located within the Town's Urban Service Area. There is a pending associated general rezoning case (Z-19-02) for this tract requesting rezoning from Wake County Residential (R-30) to Town of Garner Single-Family Residential (R-20).		
Funding Source:		
Cost:	One Time: <input checked="" type="radio"/>	Annual: <input type="radio"/> No Cost: <input type="radio"/>
Manager's Comments and Recommendations:		
Attachments Yes: <input checked="" type="radio"/> No: <input type="radio"/>		
Agenda Form Reviewed by:	Initials:	Comments:
Department Head:	JT	
Finance Director:		
Town Attorney:		
Town Manager:	RD	
Town Clerk:		

Planning Department Memorandum

TO: Mayor and Town Council

FROM: David Bamford, AICP; Planning Services Manager

SUBJECT: ***ANX-19-02: 9013 Fanny Brown Road***

DATE: March 19, 2019

ANNEXATION APPLICATION: ANX 19-02

OWNERS: Church Alive of the Assemblies of God, Inc

CONTIGUOUS / SATELLITE: Satellite

LOCATION OF PROPERTY: 9013 Fanny Brown Road

WAKE COUNTY PIN #: 0699-33-6725

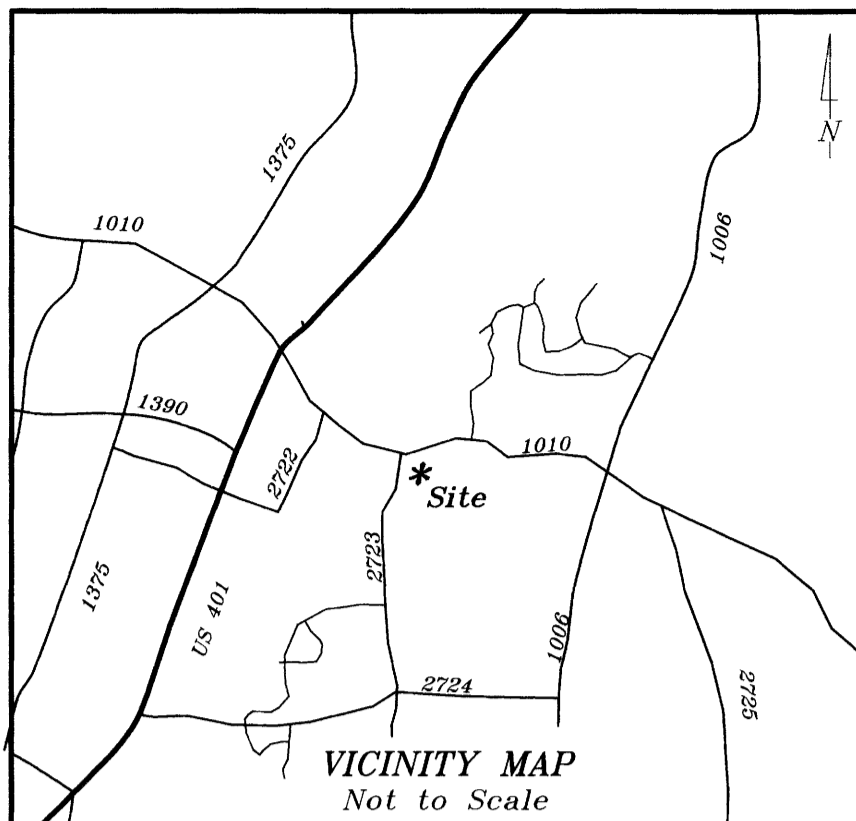
REAL ESTATE ID #: 0039139

AREA: 21 +/- acres

ZONING: Wake County R-30

ASSOCIATED DEVELOPMENT PLAN: Z-19-02, pending request to rezone to Town of Garner Single-Family Residential (R-20) with plans to establish a religious institution use and a requirement to connect to nearby public water.

RECOMMENDATION: Set Public Hearing for May 6, 2019



LEGEND:

— Lines Surveyed	TP Telephone Pedestal
- - - Lines Not Surveyed	MH Manhole
- - - Tie or Adjoining Lines	WM Water Meter
- - - Right of Way Lines	Esmt. Easement
- - - EIP/EIS Existing Iron Pipe or Stake	R/W Right-of-Way
ECM Existing Concrete Monument	C/L Centerline
EPK Existing P.K. Nail	P.C. Plat Cabinet
PKS P.K. Nail Set	D.B. Deed Book
EMN Existing MAG Nail	P.B. Plat Book
MNS MAG Nail Set	B.M. Book of Maps
ISS Iron Stake Set	PIN Parcel Identifier
CSS Cotton Spindle Set	Number
ECS Existing Cotton Spindle	Ac. Acres
RRS Railroad Spike	Sq. Ft. square feet
ELS Existing Lightwood Stake	CP Computed Point
PP Power Pole	[] Street Address
OHE Overhead Electric Lines	
FH Fire Hydrant	

NOTES:

- Iron Stakes set at all property corners unless noted otherwise.
- Areas determined by coordinate method.
- All distances/dimensions are Horizontal ground distances unless otherwise indicated.

MINIMUM BUILDING SETBACKS

FRONT = 30'
 SIDE = 10'
 REAR = 30'
 CORNER SIDE = 30'

Setbacks must be measured from the ultimate right-of-way as shown in the Wake County transportation plan.

I, Thomas Lester Stancil, certify that this plat was drawn under my supervision from (an actual survey made under my supervision) (deed description recorded in Book See , Page Ref. , etc.) (other); that the boundaries not surveyed are shown clearly indicated as drawn from information found in references as shown hereon; that the ratio of precision as calculated is 1:10000+; that this plat was prepared in accordance with G.S. 47-30 as amended. Witness my original signature, registration number and seal this the 2nd day of February, A.D. 2018.

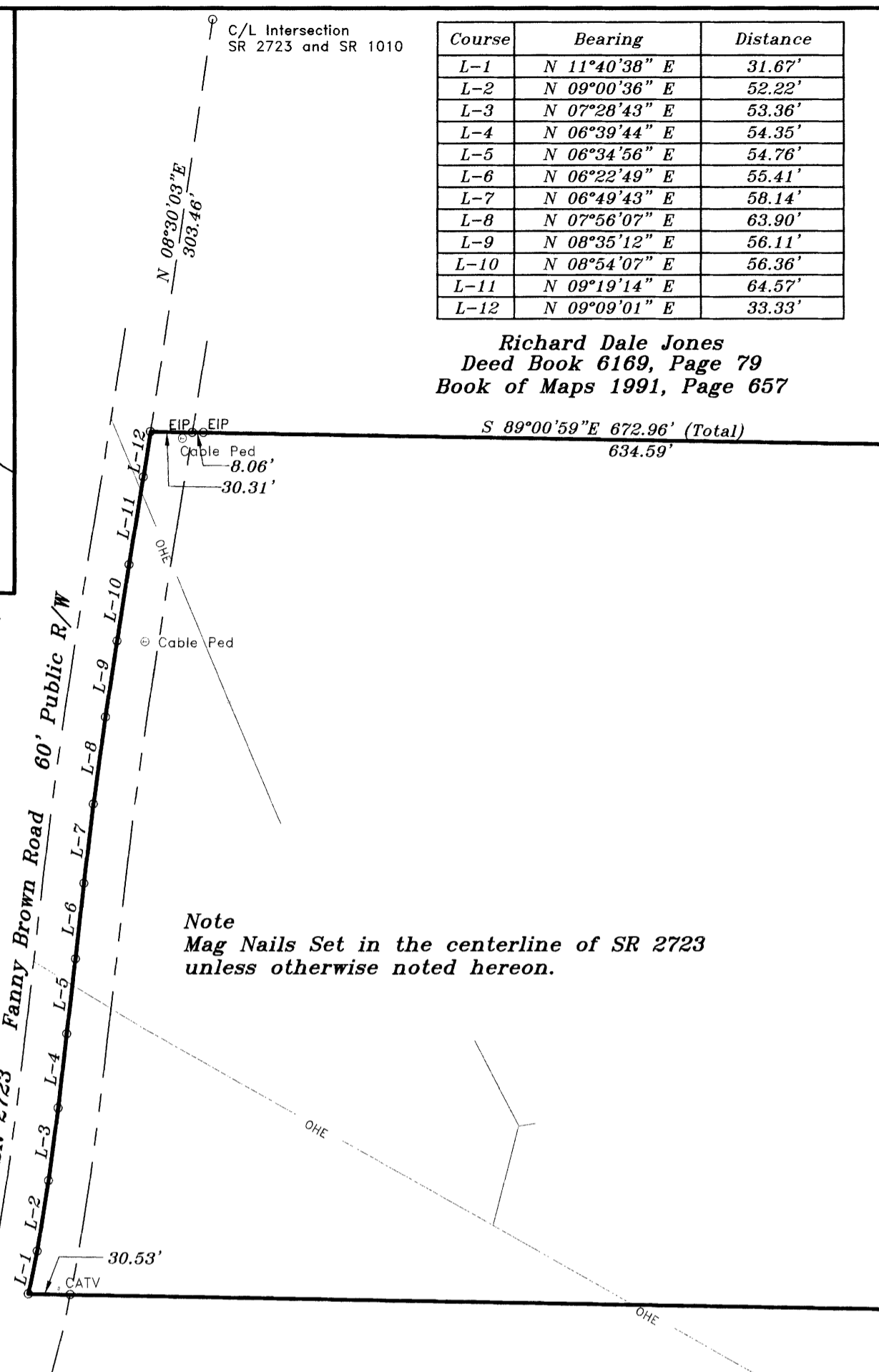


Thomas Lester Stancil
 Surveyor
 License Number L-1512

I hereby certify that this survey is of another category, such as the combining or recombination of existing parcels, a court ordered survey or other exception to the definition of subdivision.
Thomas Lester Stancil
 Thomas Lester Stancil, P.L.S.

State of North Carolina
 County of Wake
 I, *Celena Everett*, Planning Director and Review Officer of Wake County, certify this plat DOES NOT constitute a subdivision and that it meets all statutory requirements for recording. Because of its "exempt" status, the county has not reviewed this plat for compliance with applicable lot standards and other subdivision regulations (e.g. road standards). Prospective purchasers should be aware that plans for building and development may be denied for lots that DO NOT meet applicable county standards.
 Date 5-22-18
Celena Everett
 Planning Director/Review Officer
 Approval Expires if not recorded on or before: 4-6-18

Note
 Lots to be served by individual septic systems and individual wells.
 No NCGS grid monuments are located within 2000' of the lots as shown hereon.



Note
 Mag Nails Set in the centerline of SR 2723 unless otherwise noted hereon.

**CERTIFICATION OF OWNERSHIP
 WAKE COUNTY, NORTH CAROLINA**

I (we) certify that I am (we are) the owner(s) of the property shown and described hereon, which is in the subdivision jurisdiction of the County of Wake and that I (we) hereby adopt this plat with my (our) free consent.

Owner: *Sandra Lynn King, Royal Mark David King*
 Date: 3-14-18

Wake County, North Carolina
 I, a Notary Public of the County and State aforesaid, certify that *Sandra Lynn King & Royal Mark David King* personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this the 14 day of March, 2018.

Jane A Musgrave
 Notary Public
 My Commission expires: July 19, 2020

JANE A MUSGRAVE
 NOTARY PUBLIC
 Wake County, North Carolina
 My Commission Expires Jul 19, 2020

Revisions: County Comments 3-5-18	Surveyed and Mapped for: Church Alive 9013 Fanny Brown Road Raleigh, NC 27603 919-800-7202
TOWNSHIP: PANTHER BRANCH	COUNTY: WAKE
STATE: NORTH CAROLINA	REID: 0039139
ZONE: R-30	PIN: 0699.03-42-0640

FEMA FLOOD HAZARD STATEMENT
 Lots shown on this plat are not located within the FEMA Flood Hazard "Zone AE" as shown on FEMA map No. 3720069900J Effective Date: May 2, 2006

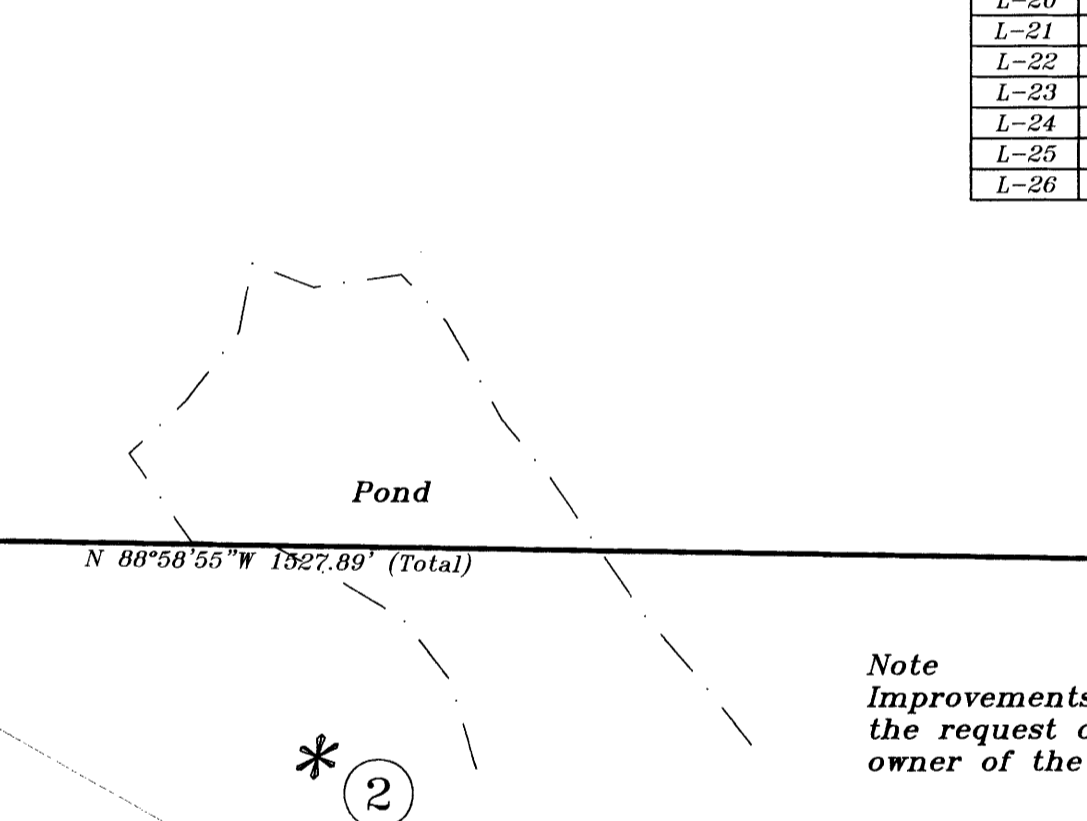
Paul William Smith, Sr.
 Linda Etta Smith
 Deed Book 4962, Page 440
 Book of Maps 1991, Page 657

Richard Dale Jones
 Deed Book 6169, Page 79
 Book of Maps 1991, Page 657

Johny H. Daughtridge, III
 Ashley K. Daughtridge
 Deed Book 16578, Page 1095
 Book of Maps 1991, Page 657

Course	Bearing	Distance
L-13	S 05°08'01" E	14.67'
L-14	S 15°59'24" W	31.22'
L-15	S 25°11'26" W	17.54'
L-16	S 34°09'51" E	15.98'
L-17	S 04°14'44" W	36.18'
L-18	S 05°30'12" W	81.15'
L-19	S 23°28'05" E	46.58'
L-20	S 25°17'48" W	49.07'
L-21	S 04°46'14" E	74.14'
L-22	S 29°39'10" W	35.27'
L-23	S 04°15'46" E	62.03'
L-24	S 19°17'21" W	68.46'
L-25	S 04°14'31" E	98.48'
L-26	S 42°41'36" E	30.10'

* 1
 21.437 Ac. Total (In Traverse)
 - 0.437 Ac. Road R/W
 21.000 Ac. Net (In Traverse)



* 2
 128.940 Ac. ± Original (In Traverse per GIS)
 - 21.437 Ac. Lot 1
 107.503 Ac. ± Net (In Traverse)

Sandra Lynn King
 Deed Book 1954, Page 636
 Estate File 0-14-E, Page 3674

***NOTE:**
 There shall be NO filling or the erection of permanent structures in the areas of Wake County Flood Hazard Soils or Federal Emergency Management Agency (FEMA) 100 year flood zones until a flood study is approved by Wake County and/or FEMA. [14-14-1,2 (A-H)]

Before acquiring a building permit for lots or open space marked with an *(Asterisk) the builder may need to obtain a Flood Hazard Area use Permit from Wake County Environmental Services. The builder's engineer, architect and/or surveyor (as appropriate) must certify on any permit that all flood requirements are met. [14-14-1,2 (A-H)]

Exempt Division

STANCIL & ASSOCIATES, Professional Land Surveyor, P.A. C-0831 98 East Depot Street, P. O. Box 730, Angier, N.C. 27501 Phone: 919-639-2133 Fax: 919-639-2602		
DATE: 2-2-18	SURVEYED BY: SDB	FIELD BOOK
SCALE: 1" = 100'	DRAWN BY: PAN	DRAWING FILE NO.
CHECKED & CLOSURE BY: <i>JWS</i>	LWPB-1808	

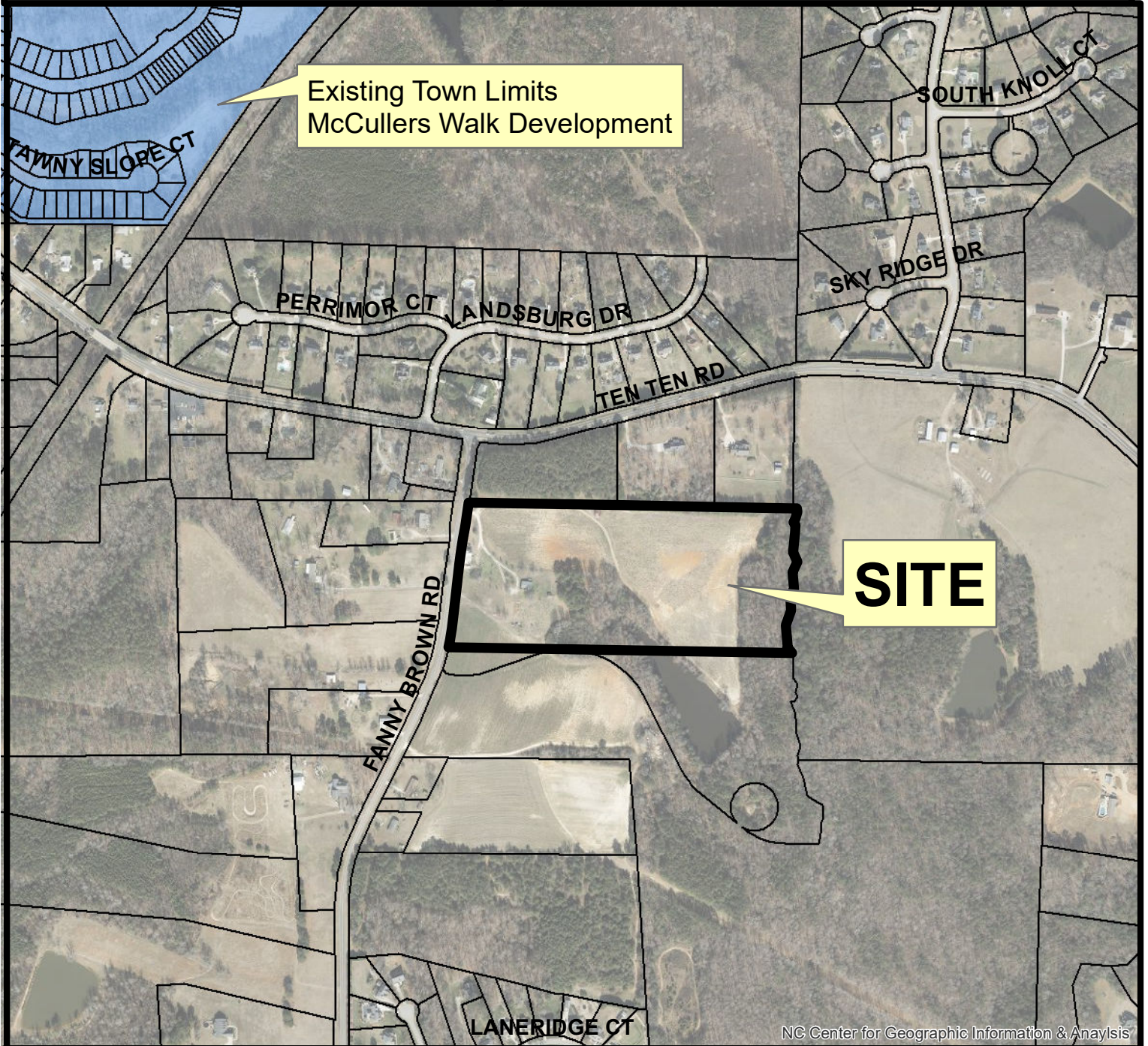
Run of Jinken's Branch is the property line

The Margaret P. Buffalo Revocable Trust
 Deed Book 15715, Page 993
 Book of Maps 1992, Page 1201

WAKE COUNTY, NC 129
 CHARLES P. GILLIAM
 REGISTER OF DEEDS
 PRESENTED & RECORDED ON
 03/23/2018 14:06:36

BOOK: BM2018 PAGE: 00567
 Estate File 0-14-E, Page 3674
 Deed Book 1954, Page 636 (Title to King et al)
 Book of Maps 1991, Page 657
 Other as noted and/or shown hereon

RECORDED IN WAKE COUNTY, BOOK OF MAPS 2018, PAGE 567



NC Center for Geographic Information & Analysis

Property: 9013 Fanny Brown Road

Owner: Church Alive of the Assemblies of God, Inc

Area: 21

Pin: 0699336725

Related Case: REZ 19-02 (Wake County R-30 to Town of Garner R-20)

RESOLUTION NO. (2019) 2369

RESOLUTION FIXING DATE OF PUBLIC HEARINGS ON QUESTION OF ANNEXATIONS
PURSUANT TO G.S. 160A-31 and 160A-58.1, AS AMENDED,

WHEREAS, two (2) petitions requesting annexation of the areas described herein have been received; and

WHEREAS, the Town Council has by resolution directed the Town Clerk to investigate the sufficiency thereof; and

WHEREAS, certification by the Town Clerk as to the sufficiency of said petitions have been made;

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Garner, North Carolina:

Section 1. That public hearings on the question of annexation of the areas described herein will be held at the Town Hall at 7:00 p.m. on the 6th day of May, 2019.

Section 2. The areas proposed for annexation are described as follows:

- (ANX 19-01) 699 New Rand Road – Contiguous annexation – 1.0 +/- acres further identified as Wake County PIN# 1710-87-0971.
- (ANX 19-02) 9013 Fanny Brown Road – Satellite annexation – 21.0 +/- acres further identified as Wake County PIN# 0699-33-6725.

Section 3. Notice of said public hearings shall be published in the *News & Observer*, a newspaper having general circulation in the Town of Garner, at least ten (10) days prior to the date of said public hearings.

Duly adopted this 19th day of March, 2019.

MAYOR

ATTEST: _____
TOWN CLERK

Town of Garner
Town Council Meeting
Agenda Form

Meeting Date: March 19, 2019		
Subject: Updates to the NC Municipal Records Retention Schedule		
Location on Agenda: Consent		
Department: Administration		
Contact: Stella Gibson, Town Clerk		
Presenter: Stella Gibson, Town Clerk		
Brief Summary: To create greater consistency in records management among government agencies and the State of North Carolina, the Department of Natural & Cultural Resources is requiring all local records retention schedules to be updated on an annual basis. The universal update covering General Records is taking the form of a General Local Records Retention Schedule. When adopted, this schedule supersedes standards on all local schedules published prior to March 1, 2019.		
Recommended Motion and/or Requested Action: Consider Adopting Updated Records Retention Schedule		
Detailed Notes: The first update will be effective March 1, 2019 and all subsequent updates will be issued on January 1 of each year. Records standards that will be updated on an annual basis include: Administration and Management Records, Budget, Fiscal, and Payroll Records, Geographic Information System (GIS) Records, IT Records, Legal Records, Personnel Records, Public Relations Records, and Risk Management Records. The universal update covering General Records is taking the form of a General Local Records Retention Schedule.		
Funding Source:		
Cost:	One Time: <input type="radio"/>	Annual: <input type="radio"/> No Cost: <input checked="" type="radio"/>
Manager's Comments and Recommendations:		
Attachments Yes: <input checked="" type="radio"/> No: <input type="radio"/>		
Agenda Form Reviewed by:	Initials:	Comments:
Department Head:	SG	
Finance Director:		
Town Attorney:		
Town Manager:	RD	
Town Clerk:		

Town of Garner
Town Council Meeting
Agenda Form

Meeting Date: March 19, 2019		
Subject: Stop Condition Ordinance		
Location on Agenda: Consent		
Department: Engineering		
Contact: Chris Johnson, Town Engineer		
Presenter: Chris Johnson, Town Engineer		
Brief Summary: Adopt ordinance to amend Town Code of Ordinances to include stop conditions from 2014 through 2019.		
Recommended Motion and/or Requested Action: Consider adopting Ordinance (2019) 3954		
Detailed Notes: See attached ordinance.		
Funding Source:		
Cost:	One Time: <input type="radio"/>	Annual: <input type="radio"/> No Cost: <input checked="" type="radio"/>
Manager's Comments and Recommendations: 		
Attachments Yes: <input checked="" type="radio"/> No: <input type="radio"/>		
Agenda Form Reviewed by:	Initials:	Comments:
Department Head:	CJ	
Finance Director:		
Town Attorney:		
Town Manager:	RD	
Town Clerk:		

ORDINANCE NO. (2019) 3954

AN ORDINANCE AMENDING SECTION 10-42b OF THE
CODE OF ORDINANCES REGARDING STOP CONDITIONS

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF GARNER, NORTH
CAROLINA:

Section One. That Section 10-42b be and is hereby amended by adding the following stop
intersections:

STOP CONDITION

THROUGH CONDITION

2014

SPRING DRIVE
SPRING DRIVE
ADELINE WAY

COLDWATER DRIVE
TIMBER DRIVE
TIMBER DRIVE EAST

2015

HOLYOKE COURT
MARAKETCH COURT
OWENBORO COURT

WATERVILLE STREET
WATERVILLE STREET
WATERVILLE STREET

2016

GREEN TRACE COURT
BINGHAM CREEK DRIVE
BLOSSOM CREEK DRIVE
BLOSSOM CREEK DRIVE
ROARING CREEK DRIVE

NORTH GREENFIELD PARKWAY
ROARING CREEK DRIVE
ROARING CREEK DRIVE
ROARING CREEK DRIVE
RAND ROAD

2017

ELK STONE TRAIL
ELK STONE TRAIL
GULLEY GLEN DRIVE
WELLONS CREEK DRIVE
SHADY SUMMIT WAY

BRYAN ROAD
PECAN HARVEST DRIVE
HEATHER PARK DRIVE
GULLEY GLEN DRIVE
US 401 HIGHWAY

2018

EDMER LANE
BELLEFORTE PARK CIRCLE
BELLEFORTE PARK CIRCLE

GUNDERSON LANE
GUNDERSON LANE
EDMER LANE

GUNDERSON LANE
GUNDERSON LANE
LEMOYNE COURT
WHITETAIL DEER LANE
WHITETAIL DEER LANE
AXIS DEER LANE
VANDORA HILLS PLACE
VANDORA HILLS PLACE
BENNING HILLS PLACE
COVINGTON CHASE COURT
PREAKNESS FARM DRIVE
PREAKNESS FARM DRIVE
OMAHA FALLS COURT
ZULABELLE COURT
BELLAROSE LAKE WAY
DEREHAM LANE
VALLEYCRUISE CIRCLE
EVOLVE DRIVE
AMBER ACORN AVENUE
TAWNY SLOPE COURT
MISTY PIKE DRIVE
MISTY PIKE DRIVE
MISTY PIKE DRIVE
INDIGO DUSK WAY
INDIGO DUSK WAY
AZURE BLOOM DRIVE
AZURE BLOOM DRIVE

NEW BETHEL CHURCH ROAD
BELLEFORTE PARK CIRCLE
GUNDERSON LANE
CLIFFORD ROAD
AXIS DEER LANE
WHITETAIL DEER LANE
CURTISS DRIVE
WEST GARNER ROAD
VANDORA HILLS PLACE
VANDORA HILLS PLACE
NEW RAND ROAD
OAKTON RIDGE PLACE
PREAKNESS FARM DRIVE
OAKTON RIDGE PLACE
NC 50
VALLEYCRUISE CIRCLE
NEW BETHEL CHURCH ROAD
NC 50
TEN-TEN ROAD
TEN-TEN ROAD
TAWNY SLOPE COURT
AMBER ACORN AVENUE
AMBER ACORN AVENUE
AMBER ACORN AVENUE
MISTY PIKE DRIVE
AMBER ACORN AVENUE
CADDY ROAD

2019

SAMBAR DEER LANE
SIKA DEER LANE
SIDA DEER LANE
AXIS DEER LANE
WHITETAIL DEER LANE
AUBURN VILLAGE BOULEVARD
CASHMERE COURT
MAHOGANY RUN
SEA FOAM DRIVE
CANARY COURT
MAHOGANY RUN
JUNGLE GREEN DRIVE
JUNGLE GREEN DRIVE
DESERT SAND LANE
MAGENTA ROSE DRIVE
OLIVINE DRIVE
MAGENTA ROSE DRIVE

WHITETAIL DEER LANE
SAMBAR DEER LANE
CLIFFORD ROAD
WHITETAIL DEER LANE
AXIS DEER LANE
AUBURN KNIGHTDALE ROAD
AUBURN VILLAGE BOULEVARD
AUBURN VILLAGE BOULEVARD
AUBURN VILLAGE BOULEVARD
AUBURN VILLAGE BLVD/AZURE MIST DR
AUBURN VILLAGE BLVD/AZURE MIST DR
CANARY COURT
IVORY LANE
AZURE MIST DRIVE
AZURE MIST DRIVE
MAGENTA ROSE DRIVE
AUBURN KNIGHTDALE ROAD

Section Two. That the above streets will be included alphabetically in the codification of this section.

Duly adopted this 19th day of March, 2019.

MAYOR

ATTEST: _____
TOWN CLERK

Town of Garner
Town Council Meeting
Agenda Form

Meeting Date: March 19, 2019		
Subject: Real Estate Purchase - 215 Purvis Street		
Location on Agenda: Consent		
Department: Legal		
Contact: William E. Anderson, Town Attorney		
Presenter: William E. Anderson, Town Attorney		
Brief Summary: The requested action is to approve the purchase of the lot at 215 Purvis Street. The Town has purchased some lots on Purvis Street for future use, either for expanding the Rec Center site, or for possible reclassification of the property for economic development use as proposed in the Historic Downtown Garner Redevelopment Plan.		
Recommended Motion and/or Requested Action: Consider approving the purchase of 215 Purvis Street for \$85,000		
Detailed Notes:		
Funding Source: Downtown Redevelopment Bonds		
Cost: \$85,000	One Time: <input checked="" type="radio"/>	Annual: <input type="radio"/> No Cost: <input type="radio"/>
Manager's Comments and Recommendations: 		
Attachments Yes: <input type="radio"/> No: <input checked="" type="radio"/>		
Agenda Form Reviewed by:	Initials:	Comments:
Department Head:	WEA	
Finance Director:		
Town Attorney:		
Town Manager:	RD	
Town Clerk:		

Town of Garner
Town Council Meeting
Agenda Form

Meeting Date: March 19, 2019		
Subject: Z-19-01, 699 New Rand Road		
Location on Agenda: Public Hearings		
Department: Planning		
Contact: Het Patel, AICP; Senior Planner - Transportation and Land Use		
Presenter: David Bamford, AICP; Planning Services Manager		
Brief Summary: General rezoning request submitted by New Hope Life, LLC to rezone 0.814 +/- acres from Single-Family Residential (R-20) to Single-Family Residential (R-15) General Use. The site is located at 699 New Rand Road and can be further identified as Wake County PIN# 1710-87-0971.		
Recommended Motion and/or Requested Action: Forward to the Planning Commission at their April 15, 2019, meeting.		
Detailed Notes: See attached map and staff report.		
Funding Source:		
Cost:	One Time: <input checked="" type="radio"/>	Annual: <input type="radio"/> No Cost: <input type="radio"/>
Manager's Comments and Recommendations: 		
Attachments Yes: <input checked="" type="radio"/> No: <input type="radio"/>		
Agenda Form Reviewed by:	Initials:	Comments:
Department Head:	JT	
Finance Director:		
Town Attorney:		
Town Manager:	RD	
Town Clerk:		

Planning Department Staff Report

TO: Mayor and Town Council Members

FROM: Het Patel, AICP; Senior Planner – Transportation and Land Use

SUBJECT: *General Use Rezoning # Z-19-01, 699 New Rand Road*

DATE: March 19, 2019

I. PROJECT AT A GLANCE

Rezoning Application:	Z-19-01 General Use Rezoning
Applicant:	New Hope Life, LLC
Owner:	New Hope Life, LLC
Property Location:	699 New Rand Road
Wake Count PIN(s):	1710-87-0971
Area:	0.81 +/- acres
Town Limits:	No (annexation petition submitted)
Present Zoning:	Single-Family Residential (R-20)
Requested Zoning:	Single-Family Residential (R-15) Note: This is a general use request. No conditions are proposed.
Key Meeting Dates:	
Town Council Public Hearing:	March 19, 2019
Planning Commission:	April 15, 2019
Town Council Action Hearing:	May 6, 2019

II. BACKGROUND / REQUEST SUMMARY

The applicant owns a 0.81-acre vacant tract at 699 New Rand Road. The applicant wants to rezone this tract from **Single-Family Residential (R-20)** to **Single-Family Residential (R-15)**. This lot once contained an old dilapidated residential structure which has now been removed and cleaned up. The applicant has communicated plans to subdivide the property into 2 approximately 16,000 s.f. lots and build 2 homes. Under the current zoning (R-20 – 20,000 s.f. lot minimum area), the property is too small to subdivide into 2 lots.

III. ZONING ANALYSIS

Below is a summary table for Single-Family residential dimensional standards in the Town’s Unified Development Ordinance (UDO Section 6.1.A.)

DESCRIPTION	EXISTING ZONING	PROPOSED ZONING
Zoning District:	Single-Family Residential (R-20)	Single-Family Residential (R-15)
Minimum Lot Area:	20,000 sq. ft.	15,000 sq. ft.
Minimum Lot Width:	90 ft.	80 ft.
Gross Density (max):	2.17 units/acre	2.9 units/acre
Front Yard:	35 ft.	30 ft.
Rear Yard:	25 ft.	20 ft.
Side Yard:	10 ft.	6’ minimum; 15’ combined
Corner Lot Side Yard:	25 ft.	20 ft.
Maximum Height:	35 ft.	35 ft.

The following table provides a comparison for the list of permitted uses in each zoning district (*uses in red would be eliminated, uses in green would be added*):

USE	EXISTING ZONING	PROPOSED ZONING
<i>P* = Permitted subject to standards</i> <i>SUP = Special use permit required</i>	Single-Family Residential (R-20)	Single-Family Residential (R-15)
Single-Family Detached	P*	P*
Residential Cluster	P*	P*
Single-Family Residential Subdivision	P*	P*
Modular Home	P*	P*
Family Care Home	P*	P*
Group Care Home	P*	P*
Intermediate Care Home	P*	P*
Community Center	SUP	SUP
Child Day Care (up to 3 as home occupation)	P*	P*

USE <i>P* = Permitted subject to standards</i> <i>SUP = Special use permit required</i>	EXISTING ZONING Single-Family Residential (R-20)	PROPOSED ZONING Single-Family Residential (R-15)
Family Child Day Care (up to 8 in-home)	P*	P*
School, Public or Private	SUP	SUP
Ambulance Service, Police or Fire Station	SUP	SUP
Cemetery	P*	P*
Public Park, Swimming Pool, Tennis Court, Golf Course	SUP	SUP
Religious Institution	P*	P*
Minor Utility, Elevated Water Storage Tank	P*	P*
Golf Course, or Country Club, Private	SUP	SUP
Bed and Breakfast	SUP	SUP
Agriculture or Silviculture	P*	

Zoning History: The Planning Department’s rezoning database contains the following rezoning cases in this area.

Case	Applicant	Location	Zoning Change
CUD-Z-04-06	Hughes Development	New Rand Rd. & New Hill Rd.	R-40 to R-9 C128
CUD-Z-15-02	Bass, Nixon & Kennedy	601 New Rand Rd (Preakness Place)	R-9 to R-9 C176

Adjacent Zoning and Land Uses:

- North:** Single-Family Residential (R-9 C176) Preakness Place Subdivision
- South:** Single-Family Residential (R-20) Single-Family Detached
- East:** Single-Family Residential (R-9 C176) Preakness Place Subdivision
- West:** Single-Family Residential (R-20) Single-Family Detached

Overall Neighborhood Character: This area along New Rand Road is located north of Wakeland Drive and south of Rand Mill Road. This area contains mostly Single-Family Residential (R-9, R-15 and R-20) zoning districts and a Multi-Family (MF-1) zoning district tract is also in the area at the intersection of New Rand Road and Kentucky Drive. Uses in this area predominantly include “single-family subdivisions” and “single-family detached” residential uses.



IV. STATEMENTS OF ZONING CONSISTENCY WITH THE COMPREHENSIVE PLAN

2018 Garner Forward Comprehensive Plan: According to the *2018 Garner Forward Comprehensive Plan* and the Future Land Use map, the rezoning site falls within the **Medium-Density Residential** category, and the surrounding tracts in this area are also designated as either Medium-Density Residential or High-Density Residential.

The **Medium-Density Residential** land use category includes single-family, duplex, triplex, quadplex, and townhome-style residences with no less than two and a half (2.5) nor more than five (5) units per acre. Medium-Density Residential structures may also include auxiliary units detached from the primary house. The MDR district encourages context sensitive residential uses that preserve and enhance the culture of adjacent residential communities.



Zoning Consistency Statement: This request, Z-19-01, seeks to rezone the property from R-20 to R-15. The requested R-15 district is consistent with the *2018 Garner Forward Comprehensive Plan's* future land use designation of Medium-Density Residential; the R-15 zoning district allows a gross density of 2.9 units per acre. The R-15 district is consistent with the surrounding land uses and zoning (MF-1, R-20 and R-9) along New Rand Road in this area and would allow the opportunity to develop single-family detached residential at appropriate density and other supportive community uses.

V. STAFF RECOMMENDATION

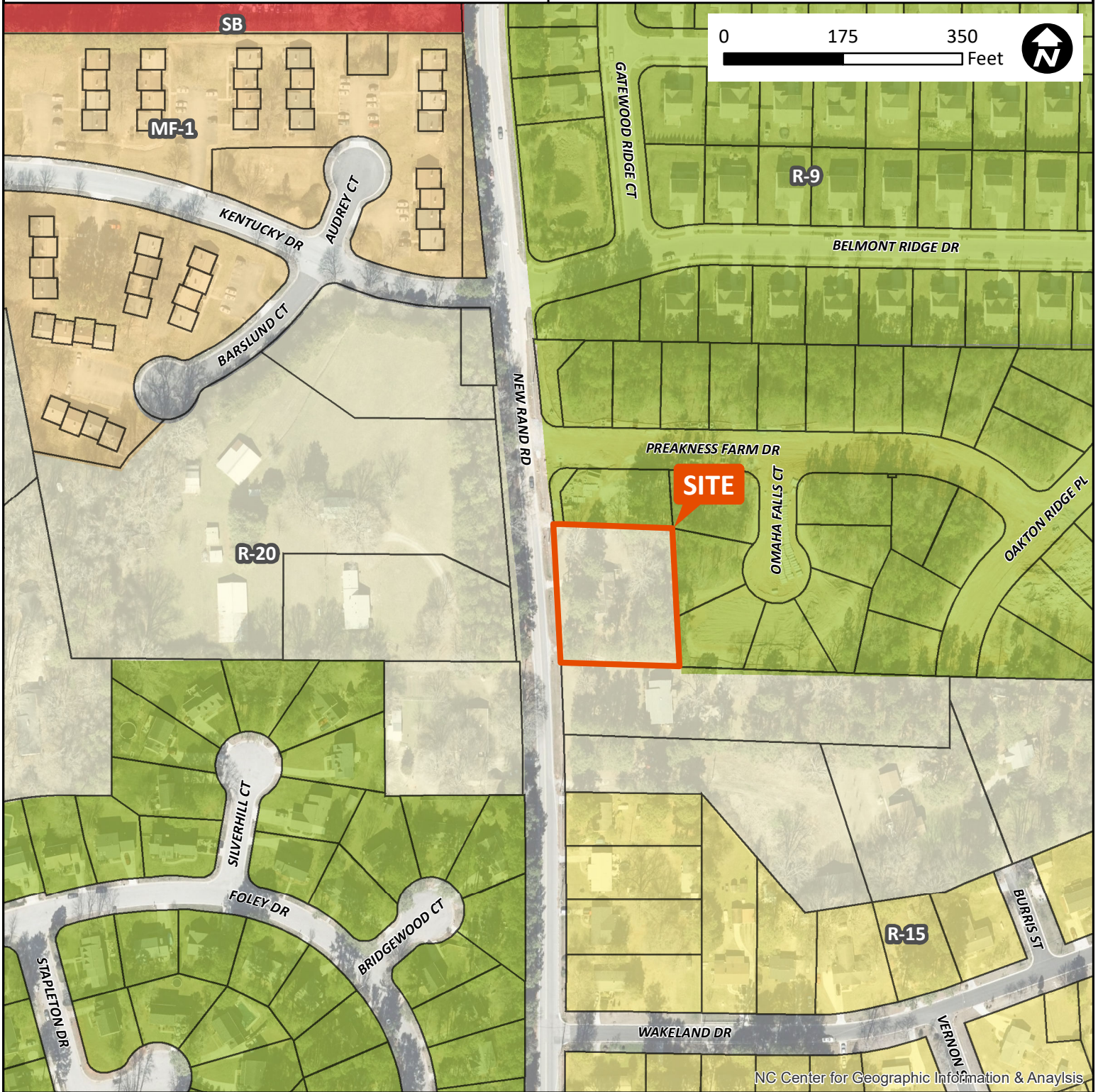
Staff Recommendation: Staff will provide a recommendation at the April 15, 2019 Planning Commission meeting.

Town Council Action: After conducting the public hearing, staff recommends referring the rezoning application Z-19-01 to the Planning Commission for review at their April 15, 2019 meeting.



Town of Garner Planning Department

General Use Applications Z-19-01



NC Center for Geographic Information & Analysis

Applicant: *New Hope Life, LLC*
Owner: *New Hope Life, LLC*
Location: *699 New Rand Road*
Pin #: *1710-87-0971*

Current Zoning: *R-20*
Proposed Zoning: *R-15*
Acreage: *1 +/-*
Overlay: *None*

Town of Garner
Town Council Meeting
Agenda Form

Meeting Date: March 19, 2019		
Subject: Z-19-02, 9013 Fanny Brown Road		
Location on Agenda: Public Hearings		
Department: Planning		
Contact: Het Patel, AICP; Senior Planner - Transportation and Land Use		
Presenter: David Bamford, AICP; Planning Services Manager		
Brief Summary: General rezoning request submitted by Bobbitt Design Build, Inc to rezone 21.00 +/- acres from Wake County Residential 30 (R-30 Wake) to Single-Family Residential (R-20) General Use. The site is located at 9013 Fanny Brown Road and can be further identified as Wake County PIN# 0699-33-6725.		
Recommended Motion and/or Requested Action: Forward to the Planning Commission at their April 15, 2019, meeting.		
Detailed Notes: See attached map and staff report.		
Funding Source:		
Cost:	One Time: <input checked="" type="radio"/>	Annual: <input type="radio"/> No Cost: <input type="radio"/>
Manager's Comments and Recommendations:		
Attachments Yes: <input checked="" type="radio"/> No: <input type="radio"/>		
Agenda Form Reviewed by:	Initials:	Comments:
Department Head:	JT	
Finance Director:		
Town Attorney:		
Town Manager:	RD	
Town Clerk:		



Planning Department Staff Report

TO: Mayor and Town Council Members

FROM: Het Patel, AICP; Senior Planner – Transportation and Land Use

SUBJECT: *General Use Rezoning – Z-19-02, 9013 Fanny Brown Road*

DATE: March 19, 2019

I. PROJECT AT A GLANCE

Rezoning Application:	Z-19-02 General Use Rezoning
Applicant:	Bobbitt Design Build, Inc
Owner:	Church Alive of the Assemblies of God, Inc
Property Location:	9013 Fanny Brown Road
Wake Count PIN(s):	0699-33-6725
Area:	21.00 +/- acres
Town Limits:	No (annexation petition submitted)
Present Zoning:	Residential-30 Wake County (R-30 Wake)
Requested Zoning:	Single-Family Residential (R-20) Note: This is a general use request. No conditions are proposed.
Key Meeting Dates:	
Town Council Public Hearing:	March 19, 2019
Planning Commission:	April 15, 2019
Town Council Action Hearing:	May 6, 2019

II. BACKGROUND / REQUEST SUMMARY

The applicant, Bobbitt Design, Inc, on behalf of the owner, Church Alive of the Assemblies of God, Inc, requests to rezone a 21.00-acre tract along Fanny Brown Road at 9013 Fanny Brown Road. The applicant wants to rezone this tract from **Wake County Residential 30 (R-30 Wake)** to **Single-Family Residential (R-20)**. The applicant has communicated to staff that the owner wishes to move forward with a rezoning and an annexation petition now to bring this site into Garner’s jurisdiction in order to build a church and connect to public water along Ten Ten Road at a future time.

III. ZONING ANALYSIS

Below is a summary table providing residential dimensional comparison for existing and proposed zoning.

DESCRIPTION	EXISTING ZONING	PROPOSED ZONING
Zoning District:	Residential-30 (R-30 Wake Co.)	Single-Family Residential (R-20)
Minimum Lot Area:	30,000 sq. ft.	20,000 sq. ft.
Gross Density (max):	1.45 units/acre	2.17 units/acre

Existing: The existing zoning of the 21-acre site is **Residential 30 Wake County (R-30)**. It is intended to accommodate low-density residential development, as either single-family detached or attached dwellings on separate lots. This district also allows nonresidential uses, and some require Board of Adjustment approval (special use permit).

The following is a list of permitted uses in Wake County R-30 district:

- | | |
|---|---|
| 1. Detached single-family | 14. Automotive service and repair (SUP) |
| 2. Attached dwellings | 15. Banks (SUP) |
| 3. Cluster development | 16. Drug stores (SUP) |
| 4. Schools | 17. Book stores (SUP) |
| 5. Libraries | 18. Antique shops (SUP) |
| 6. Museums | 19. Hardware stores (SUP) |
| 7. Art galleries | 20. Indoor retail (SUP) |
| 8. Churches | 21. Barbershops (SUP) |
| 9. Daycares (SUP) | 22. Beauty salons (SUP) |
| 10. Community centers (SUP) | 23. Shoe repair (SUP) |
| 11. Government buildings (SUP) | 24. Laundries self-service (SUP) |
| 12. Outdoor recreation facilities (SUP) | 25. Cemeteries (SUP) |
| 13. Convenience stores (SUP) | 26. Mining (SUP) |
| | 27. Landfills (SUP) |

Proposed: The proposed zoning of the 21.00-acre site is **Single-Family Residential (R-20)**. Residential districts are designed to create and maintain residential neighborhoods composed primarily of single-family dwellings and, as special uses, such institutional, public, and other compatible uses that are designed, constructed and maintained so as not to detract from the quality of each district.

The following is a list of permitted uses R-20 district:

- | | |
|--|---|
| 1. Single-Family Detached | 11. School, Public or Private (SUP) |
| 2. Residential Cluster | 12. Ambulance Service, Police or Fire Station (SUP) |
| 3. Single-Family Residential Subdivision | 13. Cemetery |
| 4. Modular Home | 14. Public Park, Swimming Pool, Tennis Court, Golf Course (SUP) |
| 5. Family Care Home | 15. Religious Institution |
| 6. Group Care Home | 16. Minor Utility, Elevated Water Storage Tank |
| 7. Intermediate Care Home | 17. Golf Course, or Country Club, Private (SUP) |
| 8. Community Center (SUP) | 18. Bed and Breakfast (SUP) |
| 9. Child Day Care (up to 3 as home occupation) | 19. Agriculture or Silviculture |
| 10. Family Child Day Care (up to 8 in-home) | |

Zoning History: The Planning Department’s rezoning database contains the following rezoning cases in this area.

Case	Applicant	Location	Zoning Change
Z 17-01	Town of Garner	ETJ Expansion	R-40 in this area north of Ten Ten Road

Adjacent Zoning and Land Uses:

- | | | |
|---------------|-----------------------------------|------------------------|
| North: | Wake County Residential 30 (R-30) | Single-Family Detached |
| South: | Wake County Residential 30 (R-30) | Vacant/wooded |
| East: | Wake County Residential 30 (R-30) | Single-Family Detached |
| West: | Wake County Residential 30 (R-30) | Single-Family Detached |

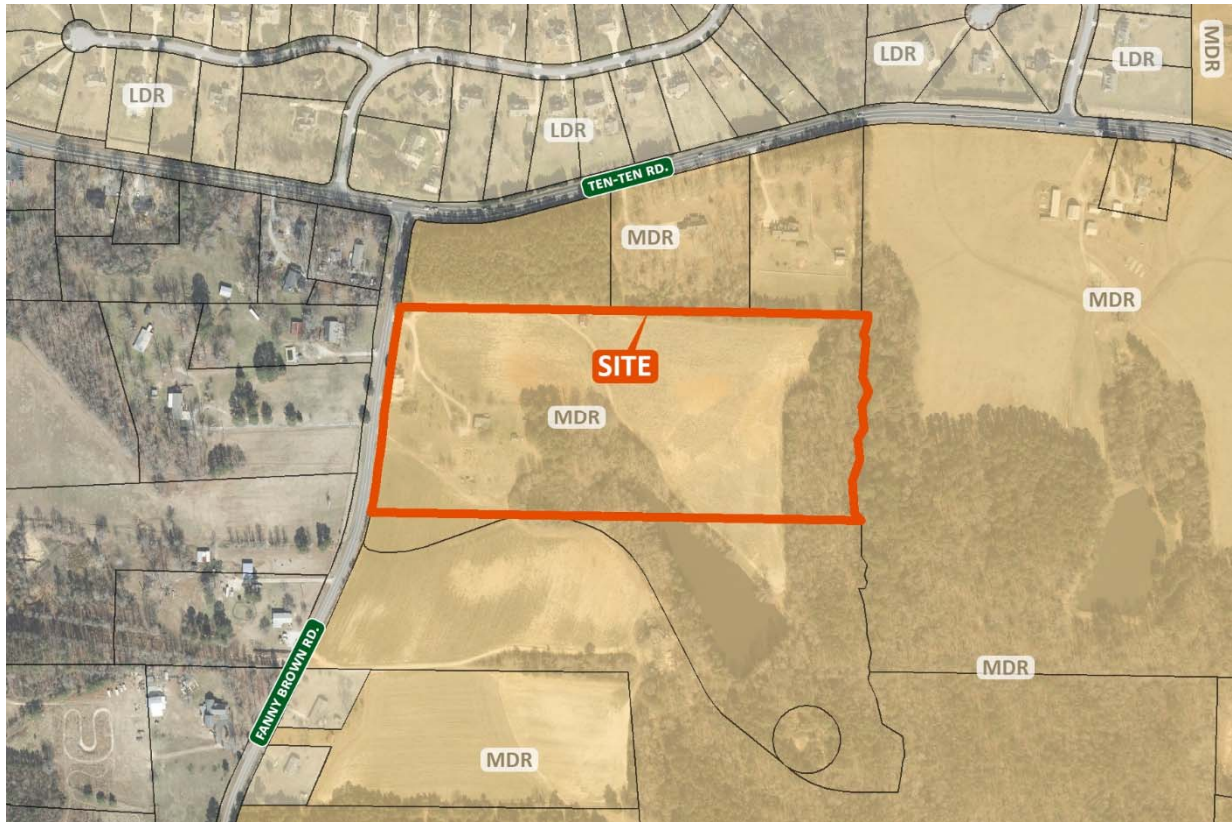


Overall Neighborhood Character: This area along Fanny Brown Road is located south of Ten-Ten Road. This area contains mostly Wake County zoning districts. The area north of Ten-Ten Road in this area of Garner is zoned Single-Family Residential (R-40). The predominant Wake County zoning district in the area is Residential 30 (R-30). Uses in this area predominantly include “single-family detached” and “agricultural” uses.

IV. STATEMENTS OF ZONING CONSISTENCY WITH THE COMPREHENSIVE PLAN

2018 Garner Forward Comprehensive Plan: According to the *2018 Garner Forward Comprehensive Plan* and the Future Land Use map, the rezoning site falls within the **Medium-Density Residential** category, and the surrounding tracts in this area are also designated as either Medium-Density Residential or Low-Density Residential.

The **Medium-Density Residential** land use category includes single-family, duplex, triplex, quadplex, and townhome-style residences with no less than two and a half (2.5) nor more than five (5) units per acre. Medium-Density Residential structures may also include auxiliary units detached from the primary house. The MDR district encourages context sensitive residential uses that preserve and enhance the culture of adjacent residential communities.



Zoning Consistency Statement: This request, Z-19-02, seeks to rezone the property from Wake County R-30 to R-20. The requested R-20 district is NOT consistent with the *2018 Garner Forward Comprehensive Plan's* future land use designation of Medium-Density Residential; however, the requested rezoning is consistent with the surrounding land uses and zoning along Fanny Brown Road in this area and would allow the opportunity to develop single-family detached residential at appropriate density or other supportive community uses.

Comprehensive Plan Amendment: Approval of this request will require an amendment to the 2018 Garner Forward Comprehensive Plan to re-designate the rezoning site from “medium-density residential” to “low-density residential”. This would allow for the future development of single family detached at appropriate density other or development of other supportive community uses.

V. STAFF RECOMMENDATION

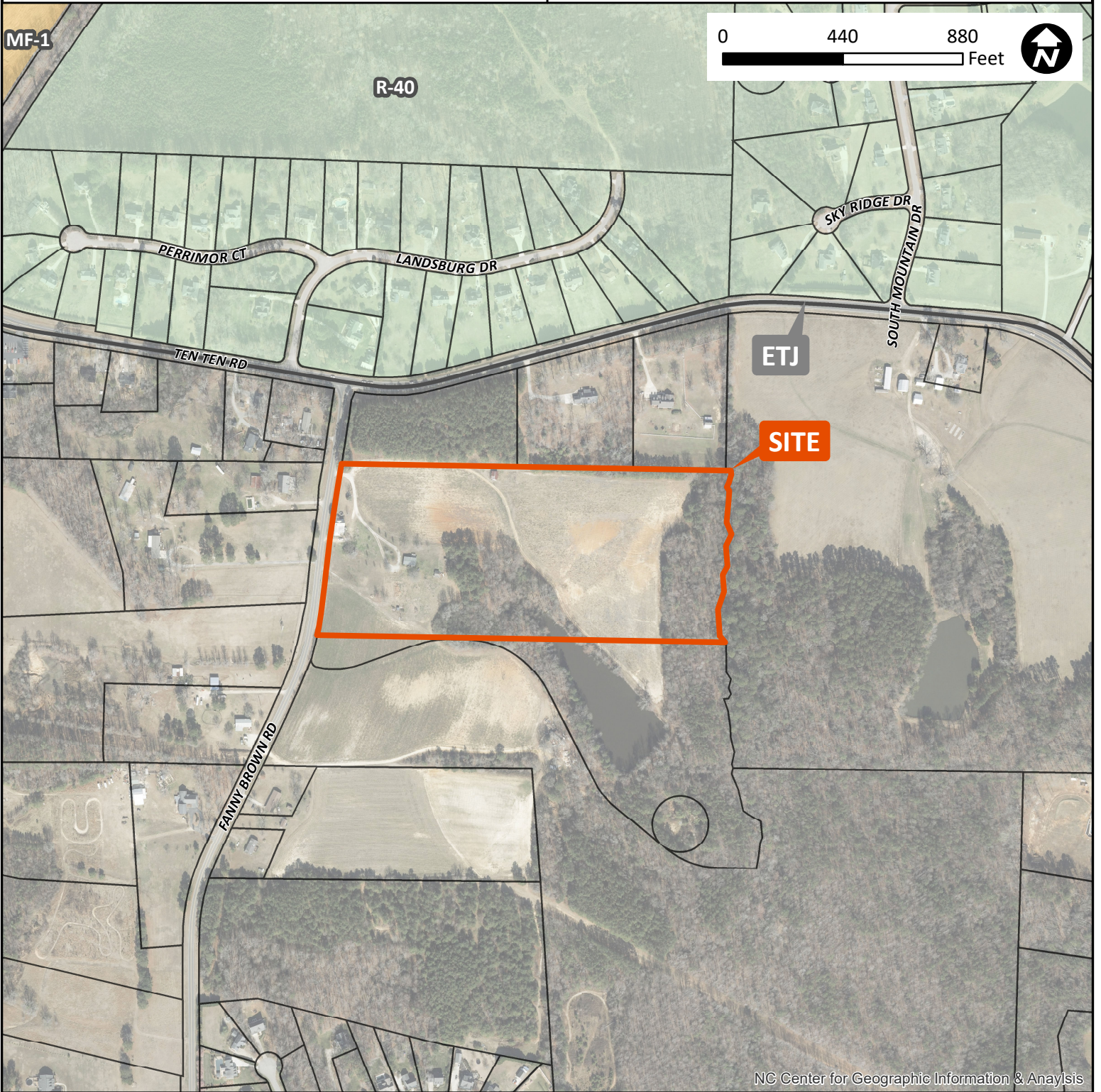
Staff Recommendation: Staff will provide a recommendation at the April 15, 2019 Planning Commission meeting.

Town Council Action: After conducting the public hearing, staff recommends referring the rezoning application Z-19-02 to the Planning Commission for review at their April 15, 2019 meeting.



Town of Garner Planning Department

General Use Applications Z-19-02



NC Center for Geographic Information & Analysis

Applicant: Bobbit Design Build, Inc.
Owner: Church Alive of the Assemblies of God, Inc.
Location: 9013 Fanny Brown Road
Pin #: 0699-33-6725

Current Zoning: Wake R-30
Proposed Zoning: R-20
Acreage: 21 +/-
Overlay: None

Town of Garner
Town Council Meeting
Agenda Form

Meeting Date: March 19, 2019		
Subject: Expenditure of Public Funds for Roadway Improvements to Aid In Economic Development & Public Safety		
Location on Agenda: Public Hearings		
Department: Economic Development		
Contact: Joe Stallings, Economic Development Director		
Presenter: Joe Stallings, Economic Development Director		
Brief Summary: The Economic Development Department will present the Town Council information regarding expending public funds for Project Axis-Amazon related road improvements that are being proposed for the Jones Sausage Road Corridor.		
Recommended Motion and/or Requested Action: Approve expenditure of public funds for Project-Axis roadway improvements and adopt Resolution (2019) 2370.		
Detailed Notes: As a part of the successful recruitment of an Amazon Fulfillment Facility to Garner, the Town is being asked to consider providing up to \$600,000 toward roadway improvements on Jones Sausage Road. The developer, Hillwood is proposing to build a four lane divided median road from the I-40 interchange to the southern end of the Amazon property including sidewalks, curb and gutter, signals and a medians as approved by NCDOT and the Town of Garner. Improvements will also be made at the Jones Sausage-Garner Road intersection by providing a dedicated south bound right turn lane on to Garner Road.		
Funding Source: General Fund		
Cost: 600,000	One Time: <input checked="" type="radio"/>	Annual: <input type="radio"/> No Cost: <input type="radio"/>
Manager's Comments and Recommendations: 		
Attachments Yes: <input checked="" type="radio"/> No: <input type="radio"/>		
Agenda Form Reviewed by:	Initials:	Comments:
Department Head:	JBS	
Finance Director:		
Town Attorney:		
Town Manager:	RD	
Town Clerk:		

RESOLUTION NO. (2019) 2370

A RESOLUTION TO APPROVE EXPENDITURE OF PUBLIC FUNDS PURSUANT TO N.C.G.S. § 158-7.1, THE “LOCAL DEVELOPMENT ACT OF 1925,” AS AMENDED, TO PARTICIPATE IN CERTAIN IMPROVEMENTS TO JONES SAUSAGE ROAD TO AID IN ECONOMIC DEVELOPMENT AND ENHANCE PUBLIC SAFETY

WHEREAS, the TOWN of Garner (hereinafter “Town”), N.C. Department of Transportation (“NCDOT”) and CAMPO (Capital Area Metropolitan Planning Organization) have engaged in planning for traffic amelioration on Jones Sausage Road both north and south of Garner Road, including future roadway improvements and a future rail crossing relocation, for a number of years; and

WHEREAS, recently approved development plans for PROJECT AXIS – an Amazon Fulfillment Center on a tract east of Jones Sausage Road, formerly the ConAgra plant site, offers an opportunity to undertake a portion of the needed improvements between I-40 and Garner Road; and

WHEREAS, Hillwood Construction Services, LP (herein “Hillwood”) proposes to construct the entire “full section” of the roadway, meaning a four-lane divided roadway, with appropriate cross-overs, turn lanes, signalization and a right turn lane at Garner Road; and

WHEREAS, the Town of Garner is presently engaging engineering services to provide planning documents and information regarding extension of roadway improvements south of the Hillwood proposal to and through the intersection of Jones Sausage Road and Garner Road and on with a grade separation at the railroad crossing; and

WHEREAS, NCDOT proposes to commit up to FOUR MILLION FIVE HUNDRED THOUSAND DOLLARS (\$4,500,000) to the aforesaid roadway improvements; and

WHEREAS, in supplementation of the NCDOT funding participation, if needed, the TOWN proposes to reimburse Hillwood in an amount of not to exceed SIX HUNDRED THOUSAND DOLLARS (\$600,000) for infrastructure and/or roadway improvements, when completed and approved by the Town and NCDOT; and

WHEREAS, N.C.G.S. § 136-66.1, 136-66.3, 136-18(24) and 136-18(27) provide various grants of authority to NCDOT and municipalities to make certain improvements on roads which are part of the State Highway System, and allow municipalities to expend funds for such improvements; and

WHEREAS, N.C.G.S. § 158-7.1(b)(1), (6) and (c), the “Local Development Act of 1925,” as amended, grants municipalities the authority to make appropriations for the purposes of aiding and encouraging the location of manufacturing enterprises, making industrial surveys and locating industrial and commercial plants in or near the municipality or for other purposes including utility infrastructure additions or relocations, which the municipality's governing body finds, after hearing, will increase the taxable property, industrial and business prospects of the municipality and its employment opportunities; and

WHEREAS, pursuant to N.C.G.S § 158-7.1(c) a municipality may make such appropriations for purposes which in the discretion of the governing board of the municipality will increase the taxable property and business and set forth certain procedures which a municipality must follow prior to making any such appropriations or expenditures, including public notice and hearing; and

WHEREAS, by Local Act, identified as Chapter 81, House Bill 757, the Town of Garner may specifically cost-share with a developer in the construction of utility infrastructure; and

WHEREAS, Hillwood desires to develop an approximately 2,600,000 square foot warehouse and distribution facility on an approximately 88 acre tract on Jones Sausage Road at the former ConAgra plant site, which is estimated to represent an investment of approximately TWO HUNDRED MILLION DOLLARS (\$200,000,000), to be used for an Amazon Fulfillment Center which is projected to create at least 1,500 new jobs with desirable employee benefits packages, and with an estimated annual payroll of approximately \$45,000,000, will provide substantial economic benefits to the TOWN in enhancement of the taxable property and its business prospects and creation of new employment opportunities, and make maximum use of a Brownfields site;

WHEREAS, the proposed roadway improvements, hereinafter (also referred to as “the Project”) will enhance the public safety and represent a step toward the completion of the ultimate Jones Sausage Road improvements;

WHEREAS, funding sources for the Project will include Hillwood, NCDOT and the Town; funds from NCDOT will be used in the amount up to FOUR MILLION FIVE HUNDRED THOUSAND DOLLARS (\$4,500,000.00) and the Town will agree to reimburse Hillwood for “reimbursable expenses” as determined by the Town, out of funds up to but not to exceed SIX HUNDRED THOUSAND (\$600,000.00) for the Jones Sausage Road improvements, including roadway construction and utility infrastructure and for no other purposes.

WHEREAS, the roadway improvements proposed to be undertaken on Jones Sausage Road in Garner, NC, includes the right-of-way acquisition, design, permitting, utility relocation, contract preparation, bidding and letting, actual roadway construction and contract administration, and all other tasks and activities undertaken by Hillwood to accomplish the proposed improvements, as set forth in that Agreement to be entered into by and between Town

and Hillwood entitled “Development Agreement,” to be effective upon execution by the parties and approval by NCDOT by written consent thereto;

WHEREAS, on March 19, 2019, the Town Council of the Town of Garner held a public hearing pursuant to N.C.G.S. § 158-7.1(c) on the proposed appropriation and expenditures of funds for the roadway improvements described herein. The Town Council has found, after public hearing, pursuant to N.C.G.S. § 136-66.1 and N.C.G.S. § 158-7.1(c) that it is in the best interest of the citizens of the TOWN and particularly in the interest of public safety of the citizens of Garner and other users of the road, and that construction of the Amazon facility as contemplated herein will increase the taxable property and the business prospects of the TOWN, and will provide employment opportunities, and over all will be in the interest of economic development, and has adopted this Resolution to appropriate funds for the Jones Sausage Road improvements to be performed, for the reasons set forth above;

Now, therefore, the Town Council of the Town of Garner does hereby resolve that the proposed improvements are in the interest of the safety of the citizens of the Town of Garner, that the development of the distribution facility described herein will increase the taxable property, employment opportunities, increase the business prospects of the Town, so the potential expenditure of funds in excess of funds provided by NCDOT, not to exceed SIX HUNDRED THOUSAND DOLLARS (\$600,000.00) as described above, is hereby approved.

This Resolution, adopted this the ____ day of March, 2019.

(TOWN SEAL)

TOWN OF GARNER

ATTEST:

TOWN CLERK

Ronnie S. Williams
Mayor

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN pursuant to N.C.G.S. § 158-7.1, the Economic Development Act of 1925, of a meeting of the Town of Garner Town Council at 7 p.m. on **Tuesday, March 19, 2019, in the Council Chambers at 900 7th Ave. Garner, NC 27529** to consider an appropriation of public funds for roadway work to be undertaken by Hillwood Construction Services L.P., the developer of Project Axis – Amazon Fulfillment Center, consisting of improvements to Jones Sausage Road from I-40 to the south end of the Project Axis property and improvements at the Garner Rd. – Jones Sausage Road intersection, to enhance business prospects in the Jones Sausage Road corridor and to enhance traffic safety for the traveling public.

Project Axis involves the construction of a 2.6 million square foot distribution facility for use as an Amazon Fulfillment Center which is projected to result in a minimum increase in the *ad valorem* tax base of approximately \$200 million, and the creation of no less than 1,500 new jobs. The appropriation to be considered consists of up to \$600,000. This expenditure is authorized under N.C.G.S. § 136-66.1, 136-66.3, 136-18(24), 136-18(27), Chapter 81, House Bill 757 and N.C.G.S. § 158-7.1, the “Local Development Act of 1925,” N.C.G.S. § 158-7.11) and (6).

All persons interested in or affected by the above public hearing are invited to attend the hearing and present their views at this public hearing. Additional information is available during regular office hours from the Economic Development Department at Garner Town Hall. Handicapped persons needing assistance or aids should contact Stella Gibson, Town Clerk prior to the meeting at 919-773-4406.

Dates Published: March 8th, 2019 through March 19th, 2019
Published Online: Town of Garner Website (www.garnernc.gov)



Project Axis-Amazon Public Funding for Road Improvements

3/19/2019

Project Statistics

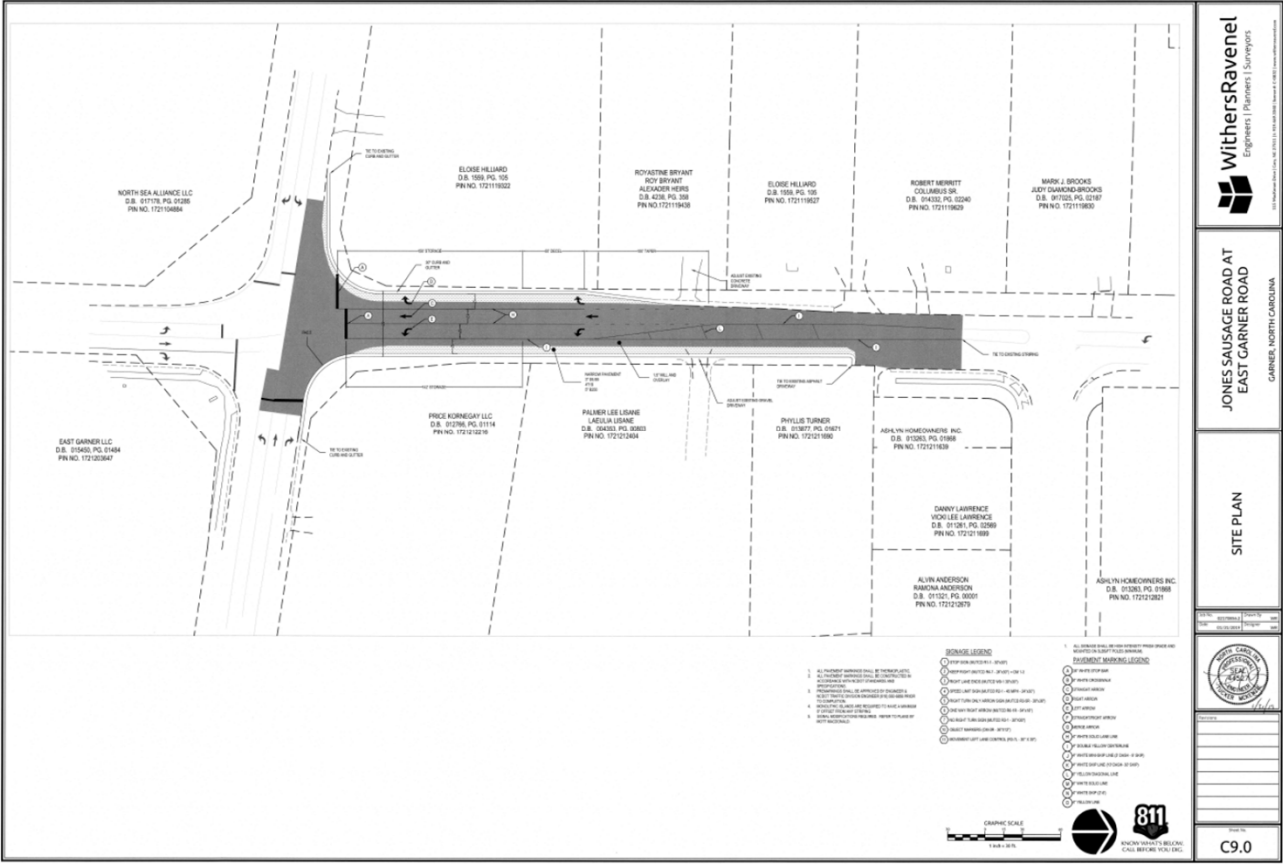
- ▶ \$200 million in new real and personal property investment
- ▶ 1,500 new jobs created
- ▶ Estimated \$45 million in new annual payroll



Infrastructure Assistance

- ▶ As a part of recruiting Amazon to Garner, the company has requested assistance with the construction of improvements along Jones Sausage Rd.
- ▶ These improvements will be funded by 3 parties: NCDOT, Town of Garner, and Amazon/Hillwood
- ▶ Contribution breakdown:
 - ▶ NCDOT- up to \$4,500,0000
 - ▶ Town of Garner - up to \$600,000
 - ▶ Amazon/Hillwood - All other additional costs

Proposed Improvements



Comprehensive Plan Adherence

This project helps to achieve the desired results as presented in the newest edition of the Garner Comprehensive Land Use Plan.



Summary

- ▶ The proposed plans will aid in improving public safety and economic development opportunities in and around the Jones Sausage Corridor.
- ▶ The appropriation is consistent with NC laws
- ▶ Staff recommendation:

APPROVE THE EXPENDITURE OF PUBLIC FUNDS PURSUANT TO N.C.G.S. § 158-7.1, THE "LOCAL DEVELOPMENT ACT OF 1925," AS AMENDED, TO PARTICIPATE IN CERTAIN IMPROVEMENTS TO JONES SAUSAGE ROAD TO AID IN ECONOMIC DEVELOPMENT AND ENHANCE PUBLIC SAFETY

Town of Garner
Town Council Meeting
Agenda Form

Meeting Date: March 19, 2019		
Subject: Jones Sausage Road Development Agreements		
Location on Agenda: Old/New Business		
Department: Town Attorney		
Contact: William E. Anderson, Town Attorney		
Presenter: William E. Anderson, Town Attorney		
<p>Brief Summary:</p> <p>The developer of the Project Axis - Amazon project, Hillwood, is making significant improvements to Jones Sausage Road from I-40 to the southern boundary of their property. To facilitate the NC DOT and Town of Garner funding contributions being made to these improvements, the Town of Garner will enter into two contracts - a Locally Administered Funding Agreement with NCDOT and a Development Agreement with Hillwood.</p>		
<p>Recommended Motion and/or Requested Action:</p> <p>Authorize the Town Manager to execute agreements with NC DOT and Hillwood.</p>		
<p>Detailed Notes:</p> <p>The Development Agreement with Hillwood, which would be authorized by the Resolution which is on the Public Hearings Agenda, incorporates the terms and procedures by which Hillwood will assume the Town's responsibilities set forth by NCDOT in the Locally Administered Funding Agreement. Hillwood will construct the improvements. NCDOT will review the allowable costs and pay up to \$4,500,000; the Town will pay for utility relocations, which NCDOT does not pay for, and other allowable roadway construction costs up to \$600,000 if the construction costs go that high. If the construction costs exceed \$5,100,000, Hillwood pays those.</p>		
Funding Source:		
Cost:	One Time: <input type="radio"/>	Annual: <input type="radio"/> No Cost: <input checked="" type="radio"/>
Manager's Comments and Recommendations:		
Attachments Yes: <input checked="" type="radio"/> No: <input type="radio"/>		
Agenda Form Reviewed by:	Initials:	Comments:
Department Head:	JMH/WEA	
Finance Director:		
Town Attorney:		
Town Manager:	RD	
Town Clerk:		

NORTH CAROLINA

**LOCALLY ADMINISTERED PROJECT – STATE
ROADWAY IMPROVEMENTS AGREEMENT**

WAKE COUNTY

DATE: 10/09/2018

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

TIP: U-6099

AND

WBS Elements: 48365.3.1

TOWN OF GARNER

THIS AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department" and Town of Garner, hereinafter referred to as the "Municipality".

WITNESSETH:

WHEREAS, the parties have agreed to make certain improvements within the Municipality under WBS Element 48365.3.1 in Wake County in accordance with the plans and specifications approved by the Department; and,

WHEREAS, this Agreement is made under the authority granted to the Department by the North Carolina General Assembly including, but not limited to, the following applicable legislation: General Statutes of North Carolina (NCGS) Section 136-66.1, Section 136-66.3, Section 136-18 (24) and (27), Section 20-169, Section 160A-296 and Section 297, to participate in the planning and construction of the Project approved by the Board of Transportation for the safe and efficient utilization of transportation systems for the public good; and,

WHEREAS, the Department and the Municipality have agreed that the jurisdictional limits of the Parties, as of the date of the awarding of the contract for the construction of the above-mentioned Project, are to be used in determining the duties, responsibilities, rights and legal obligations of the parties hereto for the purposes of this Agreement; and,

WHEREAS, the parties to this Agreement have approved the construction of said Project with cost participation and responsibilities for the Project as hereinafter set out.

NOW, THEREFORE, the parties hereto, each in consideration of the promises and undertakings of the other as herein provided, do hereby covenant and agree, each with the other, as follows:

SCOPE OF PROJECT

1. The Project consists of road widening, access improvements, new signals and signal revisions on Jones Sausage Road from E. Garner Road to I-40 in Garner. (hereinafter the "Project").

PROCUREMENT OF SPECIALIZED SERVICES

2. If the Municipality causes the professional engineering services required by this Agreement to be performed by contracting with a private engineering firm and seeks reimbursement for said services under this agreement, it is agreed as follows:
 - A. The Municipality shall ensure that an engineering firm is obtained through an equitable selection process and that prescribed work is properly accomplished in a timely manner, at a just and reasonable cost.
 - B. The Municipality, when procuring architectural, professional and engineering services, must adhere to North Carolina Department of Transportation Policies and Procedures for Major Professional or Specialized Services Contracts. This policy conforms to N.C.G.S. 143-64, Parts 31 and 32.
 - C. The Municipality shall submit all professional services contract proposals to the Department for review and approval prior to execution of the professional services contract by the Municipality. In the event that the professional services contract proposal (engineering) exceeds \$30,000, a pre-negotiation audit must be requested from the Department's External Audit Branch. A pre-negotiation audit of a contract under \$30,000 will be performed by the Department's External Audit Branch if the Municipality requests it.
 - D. Reimbursement for construction administration costs cannot exceed fifteen percent (15%) of the actual construction contract cost. This applies to private engineering firms and/or work performed by the Municipality. If the Municipality elects to procure a private consulting firm to conduct Project administration, the Municipality shall be responsible for submitting the consulting firm's proposal to the Division Engineer for review and approval. The Municipality,

and/or its agent, shall perform Project administration in accordance with all Departmental policies and procedures.

- E. All work shall be prepared and submitted using computer software and applications approved by the Department and compatible with departmental equipment and programs.

- F. Small Professional and Engineering Services Requirements: Any contract entered into with another party to perform work associated with the requirements of this agreement shall contain appropriate provisions regarding the utilization of Small Professional Services Firms (SPSF). This policy conforms with the SPSF Guidelines as approved by the NC Board of Transportation. These provisions are incorporated into this Agreement by reference www.ncdot.org/doh/preconstruct/ps/contracts/sp/2006sp/municipal.html
 - The Municipality shall not advertise nor enter into a contract for services performed as part of this Agreement, unless the Department provides written approval of the advertisement or the contents of the contract.

 - If the Municipality fails to comply with these requirements, the Department will withhold funding until these requirements are met.

PLANNING AND DESIGN

- 3. The Municipality, and/or its consultant, shall prepare the environmental and/or planning document and obtain any environmental permits needed for the Project. All work shall be done in accordance with departmental standards, specifications, policies and procedures.

- 4. The Municipality shall design and prepare the plans and specifications for the Project, in accordance with the Department's standard practices, regulations and guidelines for transportation improvements. The Department shall review and approve Project plans and specifications.

UTILITIES

- 5. The Municipality, without any cost or liability whatsoever to the Department, shall relocate and adjust all utilities in conflict with the Project. All utility work shall be performed in a manner satisfactory to and in conformance with rules and regulations of the Department prior to the

Municipality beginning construction of the Project. The Municipality shall make all necessary adjustments to house or lot connections or services lying within the right of way or construction limits of the Project, whichever is greater, regardless of ownership of the connections or services. Any encroachment agreement and/or permits required for the Project must be obtained from the Division Office. All work shall be performed in accordance with the Department's approved Utility Relocation Policy and standard procedures for utility improvements.

RIGHT OF WAY

6. The Municipality, at no expense or liability whatsoever to the Department, shall be responsible for acquiring any needed right of way and/or permanent easements required for said Project. If the Project is not to be constructed within the existing right of way, the Municipality will be responsible for any additional right of way or easements. Acquisition of right of way shall be accomplished in accordance with applicable policies, guidelines, statutes and the North Carolina Department of Transportation Right of Way Manual.

The Municipality shall remove from said right of way all obstructions and encroachments of any kind or character (including hazardous and contaminated materials). The Municipality shall indemnify and save harmless the Department from any and all claims for damages that might arise on account of said right of way acquisition, and construction easements for the construction of said Project.

CONSTRUCTION

7. The Municipality shall construct, or cause to be constructed, the Project in accordance with the plans and specifications of said Project as filed with, and approved by, the Department. The Municipality shall enter into and shall administer the construction contract for said Project and the procedures set out herein below shall be followed:
 - A. Prior to advertising the Project for construction bids, the Municipality or its agents, shall submit for approval by the Department, the final construction plans, the total contract proposal, and an estimate of the Project costs to the Division Engineer. Bids received along with proper documentation of Municipal approval shall be submitted to the Division Engineer for review and approval by the Department prior to the contract being awarded by the Municipality. Upon award of the Project, the Municipality shall provide the Division Project Manager copies of the executed contract and sets of plans as requested.

- B. The Municipality shall follow Department regulations, and North Carolina General Statutes regulations pertaining to bid procedures in the award of the contract and purchases. The Municipality shall not enter into any contractual agreement for any phase of the Project without prior written approval from the Department.
- C. The construction engineering and supervision will be furnished by the Municipality. Said work shall be accomplished in accordance with terms set out in Provision #2 of this Agreement.
- D. The Department's Division Engineer shall have the right to inspect, sample, test, and approve or reject any portion of the Project being performed by the Municipality or the Municipality's contractor, to ensure compliance with the provisions of this Agreement. The Department will furnish the Municipality with any forms that may be needed in order to follow standard Departmental practices and procedures in the administration and performance of the contract.
- E. The Municipality shall sample and test all materials in reasonable close conformity with the Department's Guide for Process Control and Acceptance Sampling and Testing. The Division Engineer shall be provided a copy of the testing results.
- F. During construction of the Project, if any changes in the plans are necessary, such changes must be approved by the Division Engineer prior to the work being performed.
- G. All materials incorporated in the Project and workmanship performed by the contractor shall be in reasonable close conformity with the Standards and Specifications of the Department.
- H. Upon completion of the Project, the Municipality shall furnish the Division Engineer with complete sets of "Plan of Record" and/or "As Built" plans as requested.
- I. Prior to the final acceptance and payment by the Department, the Division Engineer shall make a final inspection of the completed work. The Division Engineer will be responsible for final acceptance of the completed work on behalf of the Department.
- J. During construction of the Project, the Municipality shall provide and maintain adequate barricades, signs, signal lights, flagmen, and other warning devices for the protection of traffic in conformation with standards and specifications of the Department and the current edition of the Manual on Uniform Traffic Control Devices for Streets and Highways published by the Federal Highway Administration.

- K. In the event the Project is not let to contract within six (6) months after receiving final approval of construction plans and proposals from the Department, the Municipality shall be responsible for documenting to the Department justification for project delay and that the Project remains in compliance with the terms of this Agreement, the approved plans and specifications, and current codes.

- L. The Municipality shall complete construction of the Project, in accordance with the terms of this Agreement within one year(s) of execution of this Agreement. If the Municipality has not completed its responsibilities to the satisfaction of the Department, including satisfactory progress of the various phases of the Project, the unexpended balance of funds may be recalled by the Department and assigned to other Projects by the Board of Transportation and the Municipality shall reimburse costs incurred by the Department associated with the Project.

CONSTRUCTION SUBCONTRACTOR GUIDELINES

- 8. Any construction contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Minority Businesses and Women Businesses as required by GS 136-28.4 and the North Carolina Administrative Code.
 - A. The Department will provide the appropriate provisions to be contained in those contracts. Those provisions are available on the Department's website at <https://connect.ncdot.gov/projects/Contracts/Pages/LGA-Projects.aspx>
 - B. No advertisement shall be made nor any contract be entered into for services to be performed as part of this Agreement without prior written approval of the advertisement or contents of the contract by the Department.
 - C. Failure to comply with these requirements will result in funding being withheld until such time as these requirements are met.

FUNDING

- 9. Subject to compliance by the Municipality with the provisions set forth in this Agreement, and the availability of funds, the Department shall participate in the actual Project costs up to a maximum amount of \$4,500,000 (estimated costs are \$4,500,000). Costs which exceed this amount shall

be borne by the Municipality. Reimbursement to the Municipality shall be made upon approval of the invoice by the Department's Division Engineer and the Department's Fiscal Section.

- A. The Municipality may bill the Department for actual costs by submitting an itemized invoice and requested documentation to the Department. Reimbursement shall be made upon completion. By submittal of said invoice, the Municipality certifies that it has adhered to all applicable state laws and regulations as set forth in this Agreement.

- B. Force account work is only allowed when 1) there is a finding of cost effectiveness for the work to be performed by some method other than contract awarded by competitive bidding process, and 2) the force account work is in compliance with NC General Statute 143-135, found at www.ncleg.net/gascripts/Statutes/Statutes.asp. Written approval from the Division Engineer is required prior to the use of force account by the Municipality. Said invoices for force account work shall show a summary of labor, labor additives, equipment, materials and other qualifying costs in conformance with the standards for allowable costs set forth in Office of Management and Budget (OMB) Circular A-87 (http://www.whitehouse.gov/omb/circulars_a087_2004/). Reimbursement shall be based on actual cost incurred with the exception of equipment owned by the Municipality or its Project partners. Reimbursement rates for equipment owned by the Municipality or its Project partners cannot exceed the Department's rates in effect for the time period in which the work is performed.

- C. In accordance with OMB Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations" (http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf), the Municipality shall arrange for an annual independent financial and compliance audit of its fiscal operations. The Municipality shall furnish the Department with a copy of the annual independent audit report within thirty (30) days of completion of the report, but not later than nine (9) months after the Municipality's fiscal year ends.

- D. The Municipality shall maintain all books, documents, papers, accounting records, and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, the Municipality shall make such materials available at its office at all reasonable times during the contract period, and for five (5) years from the date of final payment under this Agreement, for inspection and audit by the Department's Fiscal Section.

- E. The Municipality agrees that it shall bear all costs for which it is unable to substantiate actual costs.

- F. Failure on the part of the Municipality to comply with any of these provisions will be grounds for the Department to terminate participation in the costs of the Project.
- G. All invoices associated with the Project must be submitted within six months of the completion of the Project to be eligible for reimbursement by the Department.
- H. The Project must progress in a satisfactory manner as determined by the Department. If the Project does not remain active, the Department reserves the right to de-obligate said funding.
- I. The expenses incurred by the Department for reviews, approvals, inspections and other tasks set forth in this Agreement are an eligible Project cost and charged to allocated Project funding.

TRAFFIC

- 10. All traffic operating controls and devices shall be established, enforced, and installed in accordance with the North Carolina General Statutes, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways", the latest edition of the "Policy on Street and Driveway Access to North Carolina Highways", and maintained and controlled by the Department upon completion of the Project.

MAINTENANCE

- 11. Upon completion of the Project, only those improvements within the state owned right of way shall be considered on the State Highway System and owned and maintained by the Department.

ADDITIONAL PROVISIONS

- 12. The Municipality shall comply with Title VI of the Civil Rights Act of 1964 (Title 49 CFR, Subtitle A, Part 21). Title VI prohibits discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.
- 13. This Agreement is solely for the benefit of the identified parties to the Agreement and is not intended to give any rights, claims, or benefits to third parties or to the public at large.

14. It is the policy of the Department not to enter into any agreement with parties that have been debarred by any government agency. By execution of this Agreement, the Municipality certifies, that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by a governmental department or agency.
15. The Municipality shall certify to the Department compliance with all applicable State laws and regulations and ordinances and shall indemnify the Department against any fines, assessments or other penalties resulting from noncompliance by the Municipality or any entity performing work under contract with the Municipality.
16. The Municipality is solely responsible for all agreements, contracts, and work orders entered into or issued by the Municipality for this Project. The Department is not responsible, for any expenses or obligations incurred for the Project except those specifically eligible in the terms of this Agreement. However, at no time shall the Department reimburse the Municipality costs which exceed the total funding for this Project.
17. The Municipality will indemnify and hold harmless the Department and the State of North Carolina, their respective officers, directors, principals, employees, agents, successors, and assigns from and against any and all claims for damage and/or liability in connection with the Project activities performed pursuant to this Agreement including construction of the Project. The Department shall not be responsible for any damages claims, which may be initiated by third parties.
18. The Department must approve any assignment or transfer of the responsibilities of the Municipality set forth in this Agreement to other parties or entities.
19. If the Municipality decides to terminate the Project without the concurrence of the Department, the Municipality shall reimburse the Department one hundred percent (100%) of all costs expended by the Department and associated with the Project. Any notification of termination of this Project shall be in writing to the other party. Reimbursement to the Department shall be made in one lump sum payment within sixty (60) days of billing. A late payment penalty and interest shall be charged on any unpaid balance due in accordance with G.S. 147-86.23 and G.S. 105-241.21.
20. In compliance with state policy, the Municipality, and/or its agent, including all contractors, subcontractors, or sub-recipients shall have a Conflict of Interest Policy and adhere to the Department's Women Business Enterprise (WBE) and Minority Business Enterprise (MBE) policy

which requires goals to be set and participation to be reported, as more fully described in the Subcontractor Guidelines section of this Agreement.

21. All terms and conditions of this Agreement are dependent upon, and subject to, the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

21. Where the Department determines that the funds paid to the Municipality for this Project are not used in accordance with the terms of this Agreement, the Department reserves the right to deduct monies from the Municipality's Powell Bill Fund. Such determination shall be made, either by audit and/or inspection of books, documents, papers, accounting records, and such other evidence as may be appropriate to substantiate costs, not to be in compliance with the terms of this Agreement or in the event of non-payment by the Municipality.

22. By Executive Order 24, issued by Governor Perdue, and 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 (i.e., Administration, Commerce, Environmental Quality, Health and Human Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue, Transportation, and the Office of the Governor).

23. IT IS UNDERSTOOD AND AGREED that the approval of the Project by the Department is subject to the conditions of this Agreement and that no expenditure of funds on the part of the Department will be made until the terms of this Agreement have been complied with on the part of the Municipality.

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the Town of Garner by authority duly given.

L.S. ATTEST:

TOWN OF GARNER

BY: _____ BY: _____

TITLE: _____ TITLE: _____

DATE: _____

“N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.”

Approved by _____ of the Town of Garner as attested to by the signature of

_____, Clerk of the _____ on

_____ (Date)

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

(SEAL)

(FINANCE OFFICER)

Federal Tax Identification Number

Remittance Address:

Town of Garner

DEPARTMENT OF TRANSPORTATION

BY: _____

(CHIEF ENGINEER)

DATE: _____

PRESENTED TO THE BOARD OF TRANSPORTATION ITEM O: _____

NORTH CAROLINA

WAKE COUNTY

DEVELOPMENT AGREEMENT

This Agreement ("Agreement") is made and entered into this _____ day of _____, 2019, by and between the TOWN of GARNER ("TOWN"), a North Carolina municipal corporation and Hillwood Construction Services, L.P. ("DEVELOPER"), a Texas limited partnership, whose principal business address is 3000 Turtle Creek Blvd., Dallas, Texas 75219;

W I T N E S S E T H:

WHEREAS, the TOWN and N.C. Department of Transportation ("NCDOT") and CAMPO (Capital Area Metropolitan Planning Organization) have recognized, discussed, and engaged in planning for traffic amelioration on Jones Sausage Road both north and south of Garner Road, including future roadway and rail crossing relocation, for a number of years; and

WHEREAS, recently approved development plans for a tract east of Jones Sausage Road, formerly the ConAgra plant site, submitted by DEVELOPER offers an opportunity to undertake much of the needed improvements between I-40 and Garner Road: the DEVELOPER of the proposed commercial facility proposes to construct the entire "full section" of the roadway, meaning a four-lane divided roadway, with appropriate cross-overs, turn lanes, signalization and a right turn lane at Garner Road,; and

WHEREAS, NCDOT proposes to commit up to FOUR MILLION FIVE HUNDRED THOUSAND DOLLARS (\$4,500,000) to the roadway improvements; and

WHEREAS, in supplementation of the NCDOT funding, the TOWN proposes to reimburse the DEVELOPER in an amount of not to exceed SIX HUNDRED THOUSAND DOLLARS (\$600,000) for the aforesaid roadway improvements, when completed to the satisfaction of the Town and NCDOT; and

WHEREAS, N.C.G.S. § 136-66.1, 136-66.3, 136-18(24), 136-18(27) provide various grants of authority to NCDOT and municipalities to make certain improvements on roads which are part of the State Highway System, and allow municipalities to expend funds for such improvements; and

WHEREAS, N.C.G.S. § 158-7.1, the “Local Development Act of 1925,” as amended, grants municipalities the authority to make appropriations for the purposes of aiding and encouraging the location of manufacturing enterprises, making industrial surveys and locating industrial and commercial plants in or near the municipality or for other purposes which the municipality's governing body finds, after hearing, will increase the taxable property, industrial and business prospects of the municipality and employment opportunities; and

WHEREAS, pursuant to N.C.G.S § 158-7.1(c) provides that a municipality may make such appropriations for purposes which in the discretion of the governing board of the municipality will increase the taxable property and business and set forth certain procedures which a municipality must follow prior to making any such appropriations or expenditures, including public notice and hearing; and

WHEREAS, by Local Act, identified as Chapter 81, House Bill 757, the Town of Garner may specifically cost-share with a DEVELOPER on the construction of utility infrastructure; and

WHEREAS, the DEVELOPER desires to develop an approximately 2,600,000 square foot warehouse and distribution facility on an approximately 88 acre tract on Jones Sausage Road at the former ConAgra plant site, which is estimated to represent an investment of approximately TWO HUNDRED MILLION DOLLARS (\$200,000,000), and create approximately 1,500 new jobs with desirable employee benefits packages, and with an estimated annual payroll of approximately \$45,000,000, will provide substantial economic benefits to the TOWN in enhancement of the taxable property and its business prospects and creation of new employment opportunities, and make maximum use of a Brownfields site;

WHEREAS, the proposed roadway improvements, hereinafter also referred to as “the Project,” will enhance the public safety and represent a step toward the ultimate Jones Sausage Road improvements south of Garner Road to US 70;

WHEREAS, on _____ 2019, the Town Council of the TOWN held a public hearing pursuant to N.C.G.S. § 158-7.1(c) on the proposed appropriation and expenditures of funds for the roadway improvements described herein. The Town Council has found, after public hearing, pursuant to N.C.G.S. § 136-66.1 and N.C.G.S. § 158-7.1(c) that it is in the best interest of the citizens of the TOWN and particularly in the interest of public safety of the citizens of Garner and other users of the road, and that construction of the warehouse and distribution facility as contemplated herein will increase the taxable property and the business prospects of the TOWN, and will provide employment opportunities, and over all be in the interest of economic development, and has adopted Resolution No. (2019) _____ to appropriate funds for the Jones Sausage

Road improvements for reimbursement to DEVELOPER for roadway work to be performed, for the reasons set forth above;

NOW, THEREFORE, in consideration of the premises and other consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. PURPOSE: The purpose of this Agreement is to set forth the terms and conditions pursuant to which the TOWN shall administer funds allocated by NCDOT to the above-described project and appropriate and expend certain Town funds to be used as set forth above and in accordance with the provisions of N.C.G.S. § 136-66.1 to enhance the public safety on Jones Sausage Road and N.C.G.S. § 158-7.1 et seq. and within the contracting procedures of N.C.G.S. § 143-129, to aid and encourage the development of the aforesaid roadway and to set forth the obligations of the DEVELOPER for such reimbursement.

2. FUNDING SOURCES: Funding sources for the Project will include the DEVELOPER, NCDOT and the Town. Funds from NCDOT in the amount up to FOUR MILLION FIVE HUNDRED THOUSAND DOLLARS (\$4,500,000.00) will be paid to Town to reimburse the DEVELOPER for roadway construction expenditures, to the extent that that such costs are reimbursable by NCDOT as provided by NCDOT policies and in accordance with the “LOCALLY ADMINISTERED PROJECT - STATE ROADWAY IMPROVEMENTS AGREEMENT, TIP: U-6099, WBS Elements 48365.3.1” hereinafter also referred to as the “Local Funding Agreement” entered into by NCDOT and the Town of Garner, a copy of which is attached hereto as Exhibit A and incorporated herein by reference. Funds provided by NCDOT shall be limited to

roadway construction, excluding professional services, right-of-way and easement acquisition, and utility relocation and installation. In addition to the reimbursement based on NCDOT funds, the Town will reimburse the DEVELOPER for “reimbursable expenses” as determined by the Town, out of funds up to but not to exceed SIX HUNDRED THOUSAND (\$600,000.00) for Jones Sausage Road improvements, including roadway construction and utility infrastructure and for no other purposes.

3. DEFINITIONS:

(a) “DEVELOPER” refers to “Hillwood Construction Services, L.P.”

(b) “Development Agreement” refers to this agreement between the Town of Garner and Hillwood Construction Services, LP.

(c) “Roadway Improvements Project” is that project partially funded by NCDOT via a Local Funding Agreement between NCDOT and the Town of Garner identified above relating to roadway improvements proposed to be undertaken on Jones Sausage Road in Garner, NC, including the right-of-way acquisition, design, permitting, utility relocation, contract preparation, bidding and letting, actual roadway construction and contract administration, and all other tasks and activities undertaken by DEVELOPER to accomplish the proposed improvements.

(d) “The Roadway Improvements” are those improvements to Jones Sausage Road referred to generally herein and to be more specifically set forth in the construction plans as approved by NCDOT.

(e) “Construction costs” are those costs for roadway construction, not including right-of-way acquisition, design, permitting, consultants, contract administration, or financing costs.

(f) "Reimbursable expenditures" payable to DEVELOPER are the total of (1) those expenditures determined to be reimbursable by NCDOT up to \$4,500,000.00, after completion of the work and receipt and review of all supporting documentation required by NCDOT and (2) up to \$600,000.00 in excess of the aforesaid sum, as reimbursements for either roadway construction costs in excess of \$4,500,000.00 or easements, utility relocation costs, after completion of the work, and after receipt and review of invoices and supporting documentation by the Town Engineer, provided that the total reimbursements paid pursuant to (1) and (2) shall not exceed \$5,100,000.00.

(g) "Local Funding Agreement" refers to that agreement entered into between NCDOT and the Town of Garner for funding in the amount up to \$4,500,000.00 to be used for partial reimbursement for roadway construction costs incurred in the course of undertaking the Project.

4. USE OF FUNDS: The funds from NCDOT and the Town paid towards the Project shall be subject to certain procedures, terms and conditions as set forth in the Local Funding Agreement and in this Development Agreement.

5. PERFORMANCE OF ROADWAY IMPROVEMENTS BY DEVELOPER: DEVELOPER agrees to design and obtain all necessary additional right-of-way and easements, provided that if Developer is unable, after exhausting all commercially reasonable efforts to obtain a needed easement, and notifies the Town on or before March 15, 2019, and shall have provided a copy of its negotiating log related to such efforts, including the property owner(s) full contact information, the Town will exercise its powers and authority to obtain the easement, and the costs of doing so shall be deducted from the Town's commitment of \$600,000.00, and permits, and complete the

roadway improvements described hereinabove and as to be more particularly described in the roadway construction plans to be designed by DEVELOPER and reviewed and approved by NCDOT. Notwithstanding the forgoing, if Developer is unable to acquire the necessary right-of-way and/or easements at Garner Road by the time Developer is ready to apply for a certificate of occupancy, including any efforts by the Town to obtain the aforesaid necessary right-of-way and/or easements at Garner Road, the roadway improvements at Garner Road shall not be an obstacle to the issuance of a temporary certificate of occupancy conditioned on the developer's providing sufficient security, such as a cash bond or letter of credit acceptable to the Town, guaranteeing the completion of all road work, and a temporary certificate of occupancy shall be issued irrespective of the failure to obtain the necessary right-of-way or easements at Garner Road, to be followed by the issuance of a final certificate of occupancy when all conditions have been met.

6. ASSUMPTION OF PROVISIONS OF LOCAL FUNDING AGREEMENT BY DEVELOPER: The DEVELOPER represents that it has read the "LOCALLY ADMINISTERED PROJECT - STATE CONTRACT ROADWAY IMPROVEMENTS AGREEMENT, TIP: U-6099, WBS Elements: 48365.3.1" and agrees to assume all obligations imposed on the Town by NCDOT under that Local Funding Agreement, except where certain obligations are to clearly be performed only by the Town, and to complete the roadway improvements as subsequently approved by NCDOT, including satisfying all liens and other claims, as a condition precedent to receipt of the above-described NCDOT and Town funds. Specific obligations assumed are set forth hereinafter:

(A) It is the present contemplation of the parties to this Agreement that DEVELOPER will bear all expenses for, and not seek reimbursement for, procurement of Specialized Services as described in paragraph 2, including 2.A. through 2.F. of the Local Funding Agreement, and if that continues to be the case, DEVELOPER has no obligations to Town with reference to those expenditures. If DEVELOPER should subsequently seek reimbursement for payment for such services, then any reimbursement for such expenditures are subject to Paragraph 2.A. through 2.F.

(B) DEVELOPER shall also succeed to obligations imposed on the Town by NCDOT in the Local Funding Agreement in paragraphs 3 and 4 of said agreement, but shall not seek reimbursement from NCDOT or Town funds for professional services rendered in connection with those obligations unless the professional services contracting criteria set forth in paragraph 2.A. through 2.F. have been complied with.

(C) DEVELOPER assumes the obligations imposed on the Town in the Local Funding Agreement 5, 6, as clarified in Paragraph 5 above relating to easement acquisition, 7.A. through 7.L., and 8, including 8.A. through 8.C.

(D) DEVELOPER understands and agrees that the DEVELOPER shall submit monthly invoices and documentation to the Town, which will in turn submit such documents to NCDOT, and that reimbursement to DEVELOPER from funds budgeted by NCDOT are subject to NCDOT's approval of invoices and the availability of funds as set forth in paragraph 9 of the Local Funding Agreement and that the sentence therein in paragraph 9 thereof which reads "Costs which exceed this amount shall be borne by the Municipality" applies only as between Town and NCDOT, does not grant any third-party rights to DEVELOPER against Town, and applies only to reimbursable project

costs in excess of NCDOT's payments, not to exceed Six Hundred Thousand Dollars (\$600,000.00).

(E) The DEVELOPER assumes the obligations imposed by NCDOT on the Town in that Local Funding Agreement in paragraphs 10, 12, 14, 15, 16, 17, 19, 20, 21, 22 and 23.

(F) The obligations not assumed by DEVELOPER are those obligations assumed by the Town in paragraphs 9.C. (public entity auditing), 11 (maintenance).

7. REIMBURSEMENT REQUIREMENTS: As conditions precedent to reimbursement of funds expended by DEVELOPER, whether NCDOT funds or funds appropriated by the Town, DEVELOPER agrees as follows:

(A) To complete the roadway improvements, including utility infrastructure so as to comply in all respects with (i) all NCDOT standards and regulations, (ii) all State and municipal roadway and infrastructure regulations, (iii) proper supporting documentation shall accompany each reimbursement request as may be required by the Town or NCDOT, to include confirmation from the appropriate NCDOT staff that the work for which DEVELOPER is requesting reimbursement has all been completed according to NCDOT's requirements and specifications, (iv) the roadway and infrastructure improvements shall be completed to the satisfaction of the Town Engineer and NCDOT, (v) the DEVELOPER shall have obtained and dedicated to NCDOT all rights-of-way determined by NCDOT to be necessary for the construction and maintenance of the improvements, (vi) all claims against DEVELOPER by consultants, subcontractors, materialmen and any other claimants shall have been satisfied and any liens or claims of lien canceled, and (vii) any and all claims asserted against the Town by NCDOT or

any party which is not a party to this Agreement, arising out of DEVELOPER's contracts and/or work on the described roadway Project, shall have been resolved with a full release of such claims against the Town .

(B) All NCDOT and Town permits shall be obtained by DEVELOPER and complied with and all permit fees shall be paid by DEVELOPER.

(C) During the process of developing and constructing the roadway improvements, the DEVELOPER agrees (i) that all contracts shall be let and administered in accordance with N.C.G.S. §136 and all other applicable State and Federal laws and Executive Order 24, relating to construction of public improvements, and (ii) that the DEVELOPER shall be responsible for ensuring compliance with all State and Federal laws applicable to environmental and workplace safety and non-anti-discrimination laws and regulations, including OSHA, ADA, Equal Opportunity, MUTCD, MBE, WBE, and Conflict of Interest requirements imposed on the Town by NCDOT and anti-discrimination laws and regulations of any kind.

8. DEVELOPER'S RESPONSIBILITY FOR COSTS NOT APPROVED BY NCDOT: DEVELOPER assumes responsibility for any costs arising from the Project that are deemed by NCDOT not eligible for reimbursement, and for responsibility for any and all costs, including consultant, design, investigative, administrative, legal and construction and utility costs arising from the Project in excess of the total of the sum committed by NCDOT in the Local Funding Agreement and by the Town of Garner in this Agreement.

9. DEFAULT: In the event the Project is not completed due to the DEVELOPER's failure to fulfill all responsibilities required of the TOWN in the

referenced municipal agreement between the TOWN and NCDOT and assumed by the DEVELOPER in this Agreement, DEVELOPER shall pay immediately upon the TOWN's demand, all reasonable costs incurred at any time by the TOWN with respect to the Project, including but not limited to, reasonable attorney's fees, in connection with collecting any loss, damage or other claims arising out of the Project (whether or not suit is brought) or in enforcing any of its rights and remedies under the or this Agreement.

10. INDEMNITY: To the extent allowed by law, the DEVELOPER agrees to indemnify, defend and hold harmless the TOWN for any third party (including but not limited to NCDOT or the Federal government) claims for payment of loss, damages, court costs, reasonable attorneys' fees, and claims of any nature asserted against the TOWN in connection with the Project, arising out of tort or alleged violations of State or federal laws and regulations, and any fines, assessments or other penalties resulting from noncompliance by the DEVELOPER or any entity performing work for the Project under contract with the DEVELOPER, except to the extent that such claims arise from the negligence or willful misconduct of the TOWN or its agents, officers or employees.

11. PERFORMANCE BY TOWN:

(A) Upon execution of the Agreement, the TOWN shall cause the Finance Director of the TOWN to execute a certificate in the form required by the Local Government Budget and Fiscal Control Act and by the N.C. Local Government Commission, signifying that SIX HUNDRED THOUSAND DOLLARS (\$600,000.00) in funds have been pre-audited as required by the Local Government Budget and Fiscal Control Act and obligating those funds to the purposes set forth herein; and

(B) Upon performance by the DEVELOPER of the terms and conditions set forth herein, and submission of invoices and supporting documents to the Town , and the Town's review of the same, the TOWN will submit said reimbursement request and supporting documentation to NCDOT for review, pursuant to the Local Funding Agreement and upon review and approval from NCDOT, the Town will, upon receipt of reimbursement funds from NCDOT, shall forward such funds to DEVELOPER, and after expenditure of all NCDOT funds committed to the project, make reimbursement to DEVELOPER up to the maximum sum of SIX HUNDRED THOUSAND DOLLARS (\$600,000).

(C) The Town does not assume any responsibility to pay the DEVELOPER the reimbursement committed to be paid to Town by NCDOT in the event of default or delay on the part of NCDOT or in excess of the amounts paid by NCDOT, except up to the amount of \$600,000.00, under any circumstances.

12. FORCE MAJEURE: Notwithstanding anything to the contrary contained in this Agreement, whenever performance is required of any party hereunder, such party shall use all due diligence to perform and take all necessary measures in good faith to perform; provided, however, that if completion of performance shall be delayed at any time by reason of Act of God, war, civil commotion, riots, strikes, picketing, work stoppages or other labor disputes, unavailability of materials or damage to work in progress by reason of fire or other casualty or causes beyond the reasonable control of a party (other than financial reasons), then the time for performance as specified in this Agreement shall be appropriately extended by the time that the delay actually caused,

provided that TOWN has been given reasonable notice of such occurrence contemporaneous with such occurrence event.

13. AMENDMENTS TO AGREEMENT/ ASSIGNMENT OF AGREEMENT: This Agreement can be modified or amended or assigned only in a writing signed by the TOWN and the DEVELOPER and approved by NCDOT.

14. PARTIES: This Agreement shall be effective only upon execution by the parties and approval by NCDOT, and shall be binding upon and shall inure to the benefit of the parties and their successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

15. NOTICE: Any notice or other communication required or permitted to be given under this Agreement, or by law, shall be in writing and either (a) personally delivered, (b) sent by United States mail, registered or certified, or express mail, postage prepaid, return receipt requested, (c) sent by any nationally-recognized overnight courier service, delivery charges prepaid, or (d) sent by email with a PDF attachment with an original copy thereof transmitted to the recipient by one of the means described in subsections (a), (b) or (c) of this Section 15. Any notice required or given hereunder shall be deemed received the same Business Day if sent by hand delivery or by email with a PDF attachment, the next Business Day if sent by overnight courier, or three (3) days after posting if sent by certified mail, return receipt requested; provided that, any notice received after 5:00 p.m. North Carolina time on any Business Day or received on any day that is not a Business Day shall be deemed to have been received on the following Business Day. Further, all notices given pursuant to this

Agreement will be effective if executed and sent by counsel for the TOWN or the DEVELOPER, as applicable. All notices, demands and other communications shall be given to the parties hereto at the following addresses:

If to DEVELOPER:

Hillwood Construction Services, L.P.
7000 Central Parkway, Suite 970
Atlanta, GA 30328
Attn: Todd Parker
Telephone: (770) 407-4761
Email: Todd.Parker@hillwood.com

Hillwood Construction Services, L.P.
7000 Central Parkway, Suite 970
Atlanta, GA 30328
Attention: Scott Martin
Telephone: (770) 407-4763
Email: Scott.Martin@hillwood.com

With copies to:

Hillwood Construction Services, L.P.
3000 Turtle Creek Blvd
Dallas, Texas 75219
Attention: Marla Long and Ruth Mitchell
Telephone: (972) 201-2972
Email: Marla.Long@hillwood.com; Ruth.Mitchell@hillwood.com

If to Town:

Rodney Dickerson
Town Manager
900 7th Avenue
Garner, NC 27529
Telephone: (919) 773-4407
Email: rdickerson@garnernc.gov

With copy to:

Joseph Stallings
Economic Development Director
900 7th Avenue

Garner, NC 27529
Telephone: (919) 773-4431
Email: jstallings@garnernc.gov

16. ENTIRE AGREEMENT: This Agreement contains the entire agreement of the parties and there are no other representations, inducements or other provisions other than those expressed in writing herein. All changes, additions or deletions hereto must be in writing and signed as required in paragraph 9 above.

17. INSTRUMENT UNDER SEAL: The parties agree that this Agreement is intended to be a sealed instrument as provided under the laws of the State of North Carolina.

18. SEVERABILITY/LAW CONTROLLING/FORUM: It is understood by the parties that the TOWN is a local government entity created by and subject to the laws of the State of North Carolina. This Agreement is entered into in and is in all respects subject to the laws of the State of North Carolina. The venue of any legal action arising out of this Agreement shall be in Wake County. In the event of any change in the statutory law of the State of North Carolina inconsistent with any terms of this Agreement, or if any order, judgment or decree of a court of competent jurisdiction should hold any provision herein to be inconsistent with the laws or constitution of the State of North Carolina, then the provisions of this Agreement shall be construed as severable to the maximum possible to preserve and effectuate as much of the intent of this Agreement as possible.

19. TERMINATION: This Agreement shall terminate upon the completion of performance of all mutual promises and considerations herein, except that the warranty provisions shall survive the completion of the work as required by NCDOT construction

manual and warranty procedures, and indemnity provisions shall survive the completion of the work for the periods related to applicable statutes of limitation.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be fully executed and sealed by authority duly given as of the date and year first above written.

TOWN OF GARNER

BY: _____
Mayor

(Town Seal)

ATTEST:

Town Clerk

HILLWOOD CONSTRUCTION SERVICES, L.P.,
a Texas limited partnership

By: AHB, LLC,
a Texas limited liability company,
its general partner

By: _____
Name: _____
Its: _____

APPROVED:

NCDOT
BY: _____
ITS: _____

Town of Garner
Town Council Meeting
Agenda Form

Meeting Date: March 19, 2019		
Subject: Playground Grant for White Deer Park		
Location on Agenda: Old/New Business		
Department: Parks, Recreation & Cultural Resources		
Contact: Sonya Shaw, Director		
Presenter: Sonya Shaw, Director		
<p>Brief Summary:</p> <p>The Parks, Recreation & Cultural Resources Department is applying for a 100% matching grant to replace playground equipment at White Deer Park.</p>		
<p>Recommended Motion and/or Requested Action:</p> <p>Council approval to support 100% matching grant for playground equipment.</p>		
<p>Detailed Notes:</p> <p>Estimated cost to replace the playground at White Deer Park is \$300,000. The grant would cover \$150,000 and the Town would contribute the 100% match of \$150,000.</p>		
<p>Funding Source:</p> <p>tba</p>		
Cost: \$150,000	One Time: <input checked="" type="radio"/>	Annual: <input type="radio"/> No Cost: <input type="radio"/>
<p>Manager's Comments and Recommendations:</p> <p>Existing playground is exhibiting wear due to age, material and frequent use.</p>		
<p>Attachments Yes: <input checked="" type="radio"/> No: <input type="radio"/></p>		
Agenda Form Reviewed by:	Initials:	Comments:
Department Head:	ss	
Finance Director:		
Town Attorney:		
Town Manager:	RD	
Town Clerk:		



To: Mayor Williams and Town Council

From: Sonya Shaw, Parks, Recreation and Cultural Resources Director

Subject: Grant for Replacement of White Deer Park Natural Playground

Date: March 12, 2019

Background

The Parks, Recreation and Cultural Resources Department seeks Council's support for a 100% matching grant to replace playground equipment at White Deer Park. The natural playground has been the top-ranked project on the Town's PFRM list for the past two fiscal years. This funding opportunity would allow for this project to be completed this year with a lower overall cost to the Town.

Overview of Grant

The North Carolina Recreation and Park Association (NCRPA) has partnered with two playground companies (GameTime and PlayCore) to provide funding opportunities for outdoor play and recreation spaces. Up to \$2 million in matching funds is available throughout the state.

Staff is currently working with a playground representative to select equipment that meets the grant's criteria. Matching funds are used towards the purchase of playground structures (does not include freight, installation, surfacing, etc.). To qualify for a 100% matching grant, list price of playground equipment must exceed \$60,000.

Estimated cost to replace the playground at White Deer Park is \$300,000. The grant would cover \$150,000 and the Town would contribute the 100% match of \$150,000.

Grant Application Process

The application process is as follows:

- 1) Attend a professional development event (led by NCRPA, GameTime and PlayCore) to learn about the statewide training and funding initiative. *Rob Smith and Katie Lockhart attended a workshop in Durham on January 30.*
- 2) Write a 1,000-2,000 word essay to describe playground needs and expected outcomes. *Due March 30.*
- 3) Winners are selected and notified on *April 9.*

- 4) Playground components must be ordered by *July 15* and shipped by *August 26*.
- 5) Playgrounds are installed by *October 21*. *Staff is planning to celebrate White Deer Park's 10th birthday in November.*

Recommendation

PRCR is requesting Council approve up to \$150,000 to go toward the purchase of new play equipment, freight, surfacing and installation. The theme and character of the playground will remain the same. The funds will be used to purchase playground equipment with a longer lifespan that is more inclusive to children of all abilities and contains more educational opportunities. The playground aims to be a destination for families.

Examples of new play equipment and educational signage will resemble designs as shown on the next five pages.

Large Play Structure



Climber Option to Large Play Structure



Tree Climbers



Forked Log Balance Beam

Glass Fiber Reinforced Concrete



Log Balance Beam

Glass Fiber Reinforced Concrete

Other Play Components



Log Crawl Thru
Glass Fiber Reinforced Concrete



Fossil Find Sand Table



Flower Talk Tube



Talking Stump
Glass Fiber Reinforced Concrete



Ant Fun Facts Sign



Bee Fun Facts Sign



Spider Fun Facts Sign



Sound Panels

Town of Garner
Town Council Meeting
Agenda Form

Meeting Date: March 19, 2019		
Subject: Funding Options for Future Park Property Acquisition		
Location on Agenda: Old/New Business		
Department: Administration		
Contact: Matt Roylance, Assistant Town Manager - Operations		
Presenter: Matt Roylance, Assistant Town Manager - Operations		
Brief Summary: <p>The Town is in the process of acquiring 72.5 acres of future park land and Council needs to choose the funding source(s) for the acquisition.</p>		
Recommended Motion and/or Requested Action: <p>That the Town Council approves the funding source(s) for the acquisition of future park property.</p>		
Detailed Notes: <p>The Town is in the process of acquiring 72.5 acres of future park land in the vicinity of 607 E. Garner Rd. In order to close on the property in April, Council needs to decide which funding source(s) will be used to pay for the acquisition. Staff estimates the total acquisition costs to be approximately \$2.4 million. There is funding available in Fee-In-Lieu of Parkland as well as Uncommitted Fund Balance.</p>		
Funding Source: <p>Park land reserve and fund balance.</p>		
Cost: Approx. \$2.4M	One Time: <input checked="" type="radio"/>	Annual: <input type="radio"/> No Cost: <input type="radio"/>
Manager's Comments and Recommendations: <p>Staff requires guidance on the funding for his one-time payment.</p>		
Attachments Yes: <input checked="" type="radio"/> No: <input type="radio"/>		
Agenda Form Reviewed by:	Initials:	Comments:
Department Head:	MR	
Finance Director:		
Town Attorney:		
Town Manager:	RD	
Town Clerk:		

Park Property Acquisition

- ▶ Estimated acquisition cost: \$2.4 million
- ▶ **Funding Sources**
 - ▶ Estimated fee-in-lieu balance: \$1.9 million (as of closing date)
 - ▶ Uncommitted fund balance: \$17.7 million
 - ▶ Amount above 30% policy: \$7.8 million
- ▶ **Recommendation:** 50% fee-in-lieu (\$1.2M), 50% fund balance (\$1.2M)

Town of Garner
Town Council Meeting
Agenda Form

Meeting Date: March 19, 2019		
Subject: 2019 Stormwater Projects - Design Award		
Location on Agenda: Old/New Business		
Department: Engineering		
Contact: Chris Johnson, Town Engineer		
Presenter: Chris Johnson, Town Engineer		
<p>Brief Summary:</p> <p>On September 27, 2018, staff was directed to release a Request for Qualifications (RFQ) for design/survey services related to four stormwater improvement projects (Junction Blvd, Woodbridge and Sunset Acres), Staunton Meadows, and Meadowbrook Drive/Cason Street). The Town received a total of 10 proposals and based on the scores and discussions by the review panel, McAdams was selected as the most qualified consultant. Staff has developed a scope of work and the proposed design fee for this work is \$156,500.</p>		
<p>Recommended Motion and/or Requested Action:</p> <p>Award the 2019 Stormwater Projects design and authorize the Town Manager to execute the contract to McAdams.</p>		
<p>Detailed Notes:</p> <p>Staff previously developed a request for qualifications (RFQ) for the 2019 Stormwater Projects and solicited potential firms in October 2018. We received a total of 10 proposals McAdams and was selected as the most qualified consultant.</p> <p>Staff met with McAdams and together developed a scope for the project, and McAdam's proposed fee for the design work is \$156,500. This fee is in line with the internal estimate developed by staff of \$150,000.</p>		
Funding Source:		
Cost: \$156,500	One Time: <input checked="" type="radio"/>	Annual: <input type="radio"/> No Cost: <input type="radio"/>
Manager's Comments and Recommendations:		
Attachments Yes: <input checked="" type="radio"/> No: <input type="radio"/>		
Agenda Form Reviewed by:	Initials:	Comments:
Department Head:	CJ	
Finance Director:		
Town Attorney:		
Town Manager:	RD	
Town Clerk:		



Town of Garner

900 7th Avenue • Garner, North Carolina 27529
Phone (919) 772-4688 • Fax (919) 662-8874 • www.GarnerNC.gov

MEMO

DATE: March 11, 2019

TO: John Hodges, Assistant Town Manager

FROM: Chris Johnson, Town Engineer

RE: **Award of 2019 Stormwater Projects - McAdams**

Staff previously developed a request for qualifications (RFQ) for the 2019 Stormwater Projects and solicited potential firms in October 2018. We received a total of 10 proposals on November 16, 2018 from the following firms:

- Bohler Engineering
- Criser Troutman Tanner
- MacConnell & Associates
- McAdams
- Hazen & Sawyer
- McGill Associates
- Ramey Kemp & Associates
- Timmons Group
- Withers Ravenel
- The Wooten Company

A review team was assembled to read and score the qualifications based on the criteria outlined in the RFQ, which followed the Mini-Brooks Act. Based on the scores and discussions by the review panel, McAdams was selected as the most qualified consultant.

Staff met with McAdams and together developed a scope for the project, and McAdam's proposed fee for the design work is \$156,500. This fee is in line with the internal estimate developed by staff of \$150,000.

STAFF RECOMMENDATION

Award the 2019 Stormwater Projects design and authorize the Town Manager to execute a contract to McAdams at a cost not to exceed \$156,500.

Please advise if you have any questions regarding this recommendation.

February 15, 2019

Mr. Jonathan Ham, PE, CFM
Assistant Town Engineer
Town of Garner
900 7th Avenue
Garner, North Carolina 27529

**RE: Town of Garner 2019 Stormwater Projects
Garner, North Carolina
TOG-18030**

Dear Mr. Ham,

We are pleased to offer this proposal for surveying, engineering and construction period services for various stormwater projects within the Town of Garner. Based on our discussion with the Town and priority areas identified, our proposal is focused on stormwater improvements for systems located at four different sites across town. This includes: existing stormwater systems at Junction Boulevard, the Woodbridge and Sunset Acres neighborhoods, the Staunton Meadows neighborhood and near the intersection of Meadowbrook Drive and Cason Street. Outlined below is our understanding of the focus areas for each of the four sites listed above and the detailed tasks associated with our overall project effort.

PROJECT UNDERSTANDING:

Site:

Listed below is a brief description of each of the four (4) site locations where the focus of study and engineering design will be (reference attached Exhibit 1 for project location maps). These include:

- > **Junction Boulevard** – the location of interest is focused on the stormwater piping systems and culverts on Junction Boulevard between Tryon Road and Garner Station Boulevard. Two culvert systems are of priority for assessment and potential repair/replacement, including a 3-barrel 48” CMP system just north of the property at 3851 Junction Blvd and another to the south of this property for a dual 36” CMP culvert system.
- > **Woodbridge and Sunset Acres** – while these neighborhoods encompass approximately +/- 80-acres, the main area of focus for this project includes a single CMP arch culvert at Forest Ridge Drive, between Spring Drive and Buck Branch Drive. We will also be visually assessing the primary storm drainage system to the north between Beichler Road and Buck Branch Drive (particularly any existing damages to inlet structures as noted in previous reports).

- > **Staunton Meadows** – focus of study and improvements will be the open and closed stormwater system from just north of Tarpley Way off Highway 50 (Benson Road) down to the system outlet just west of Nicholson Road (near Timber Drive). Much of this system includes CMP pipe which may be reaching the limit of its useful life. In addition, there are areas of significant stream erosion and washout around existing drainage infrastructure on properties at Tarpley Way.
- > **Meadowbrook Drive and Cason Street Intersection** – McAdams will analyze the intersection of Meadowbrook and Carson for drainage issues as well as opportunities for stormwater retrofitting and catch basin and pipe upgrades. We understand this area exhibits poor drainage characteristics, including catch basin capacity issues and inefficiencies in runoff/spread capture during heavy rain events. This has resulted in many instances of standing water and erosion within the median area after heavy rain events.

Proposed Scope and Project Areas:

McAdams's understanding is that each four sites exhibit various forms of deficiency with regard to storm drainage piping, including pipe and catch basin condition(s), channel and streambank erosion, level of service issues for culvert and pipe crossings and drainage (in)efficiency. A previous study provided by others in 2016 identified several priority areas with drainage infrastructure needs. From that report, the Town has identified four areas of interest for this project.

In general and for all sites, McAdams proposes to gather information about each project site, including site surveys and pertinent site information for each project location; perform basic hydrologic and hydraulic assessments for the main system outfalls and primary culvert systems at each; provide the Town with an updated Preliminary Engineering Report with the existing conditions results for each location along with feasible alternatives, recommendations and estimates of construction costs; prepare design and construction documents for the selected alternatives at each for stormwater repairs, including any necessary public and private utility relocations; obtain the necessary permits required for proposed improvements at each location; prepare for and assist with construction bids for the project designs; and lastly, provide construction administration and oversight services for the implemented projects.

Specifically, we have included the following areas of focus at each project location. Reference the detailed scope of services below for our proposed scope and fee for all associated tasks. **It is anticipated that our effort will be limited to the stormwater systems listed below at each location.** We have identified areas where it is anticipated we will complete detailed design work. Should the Town desire to expand work and services to additional systems and improvements at each location than what is listed below, McAdams will prepare the necessary Additional Services documentation to amend our contract.

Junction Boulevard – detailed analysis and design will be limited to the 3-barrel 48" CMP culverts and double-36" CMP culverts between Tryon Road and Garner Station Boulevard.

Woodbridge and Sunset Acres – detailed analysis and design will include the existing arch-CMP culvert at Forest Ridge Road.

McAdams also proposes to perform a visual assessment only of existing catch basin and inlet structures for areas of potential repairs/replacements for secondary systems within the neighborhood, including the storm pipe system between Beichler and Buck Branch Road, as identified in previous reports.

Staunton Meadows – detailed analysis and design will include the primary outfall system from Benson Road/HWY 50 to the outlet at Nicholson Road. This system includes a combination of 54” and 66” CMP piping.

Meadowbrook Drive and Cason Street Intersection – detailed design and analysis will be performed for the area around the intersection of Meadowbrook and Cason, including potential additional inlets along Cason Street, upgrades/replacements of existing drainage inlets along Meadowbrook Drive and the potential for a stormwater treatment device for both water quantity and water quality improvements in the median area of the intersection.

Assumptions:

This proposal is based on the following assumptions:

- > The scope of this proposal includes site investigation and due diligence, surveying, hydrologic and hydraulic analysis, alternatives analysis, design and permitting of construction documents, bid document support and support during construction.
- > It is assumed that this project will not require a Sediment and Erosion Control plan to be approved by NC DEQ.
- > Any coordination for water and sewer utilities will be completed through the City of Raleigh Public Utilities Division.
- > Any public notifications will be provided on Town of Garner letterhead
- > Technical Specifications are intended to be based on latest versions from the Engineers Joint Contract Documents Committee (EJCDC)
- > Alternatives analysis will consider a variety of options for upgrades and repairs, including in-situ pipe repair, full repair and replacement and minor repairs that could likely be performed in-house by Town maintenance personnel. For CMP pipe, preference is for pipe replacement, but other options will be considered in an effort for a most cost-effective and efficient design.
- > No additional pipe camera or closed-circuit television (CCTV) inspection work is included with this proposal.

PROPOSED SERVICES + FEES:

We propose the following services for the four project areas outlined above (Alphanumeric task numbers are for internal coding purposes):

Project Management + Coordination Meetings:**A4.10 General Project Management + Due Diligence:**

FEE: \$3,700

Work under this phase includes the following tasks:

- > Project work plan development + kickoff meeting with Town Engineering Staff;
- > Initial project due diligence, records research, utility as-built information, site investigations and stream walks;
- > Periodic project updates and status reports.

A4.75 Engineering + Town Coordination Meetings:

FEE: \$2,500

- > Up to four (4) meetings with Town Engineering Staff to discuss project alternatives, updates and planning purposes;
- > At least one (1) meeting or presentation with Town Council.

A4.90 Public Engagement + Property Owner Meetings:

FEE: \$ 3,000 (Hourly Not to Exceed)

- > One public informational meeting prior to construction of any improvements;
- > One on one property owner meetings, as required or requested.

Surveying Services:**B2.30 Quality Level A-SUE: (OPTIONAL)**

FEE: \$6,100 (Price Per Day = \$3,050, up to 2 days)

\$500 per catch basin for clean out with vac truck; \$5,000 for 10 total

Conduct Subsurface Utility Exploration (Quality Level A potholing) in the vicinity of proposed pipe improvements, if and as necessary.

McAdams can also assist in catch basin cleanout with a vac truck as necessary to determine inverts/condition. Price per catch basin has been included above.

B2.40 Topographic/Location Survey:
FEE: \$26,500

Perform a topographic and location survey for the following at each project location. Reference attached Exhibit 1 for limits of detailed survey (highlighted in yellow) for each site:

- > **Junction Boulevard** – detailed survey information at the location of the triple-barrel 48” CMP culvert system and dual 36” CMP culvert system (approximately 50-linear feet upstream and downstream each side).
- > **Staunton Meadows** – detailed survey information along an approximate 1,600-linear feet corridor from HWY 50 (Benson Rd.) to just west of Nicholson Road along an existing stormwater system outfall (approximately 60-linear feet in width).
- > **Woodbridge + Sunset Acres** – detailed survey information for the existing culvert crossing at Forest Ridge Road, extending approximately 50-linear feet both upstream and downstream.
- > **Meadowbrook + Cason** – detailed survey information for the intersection of Meadowbrook and Cason, for an area approximately 1-acre total, including all information within the right-of-way as outlined in the attached exhibit.

For each detailed survey location, a digital terrain model to define existing topography and grades for use in determining earthwork and property impacts will be created for the engineers. The planimetric information necessary for design of improvements includes, but is not limited to, the following:

- > **Drives** – location, type, and width.
- > **Signs** – location, type, and size.
- > **Stream Channel** – top of bank, bottom of bank, centerline of creek
- > **House and Building Edges and Corners** – within the area of anticipated project limits and impacts
- > **Utilities** – The locations of underground utilities are based on visible above-ground structures and underground location and marking by McAdams Company. More specifically, the following data will be collected with regard to the utilities within the survey limits:
 - **Storm Drainage** – location, size (with sizes labeled on each side of inlet), type, top, invert elevations, and inlet and outlet locations both inside and outside planimetric limits.
 - **Sanitary Sewer** – location, size, type, top, and invert elevations.
 - **Water** – location of valves, meters, and hydrants.
 - **Light Poles** – location of poles and pole number
 - **Gas** – location valves and meters.

Note: After the completion of the boundary and topographic survey by The John R. McAdams Company the resetting of property corners lost, destroyed, or vandalized shall be an Extra Service, and shall be compensated by hourly charges in accordance with the attached Rate Schedule

F2.60 Easement Exhibits:

FEE: \$750 per easement exhibit, up to 20 easements; \$15,000

Temporary Construction and Permanent Drainage Easements – prepare easement exhibits for offsite easements and submit to the Town of Garner, coordinate to achieve approval for recordation, and handle recordation of any deeds of easement (application and recording fees by Owner).

L3.10 Geotechnical Investigation + Recommendations (OPTIONAL)

FEE: \$9,300 (hourly not to exceed)

If necessary, McAdams will work with a geotechnical consultant to provide the following at relevant project locations:

- > Subsurface exploration with test borings.
- > Subsurface exploration report.
- > Provide recommendations necessary for the design of any culvert replacement options.

Preliminary Design + Engineering Report:
A4.50 Hydrologic + Hydraulic Assessment:

FEE: \$11,500

- > Perform hydrologic and hydraulic analyses using appropriate engineering methods to determine peak flow rates, provided level of service and preliminary sizing of culvert to meet intended level of service for the four project areas as outlined above in this document.
- > Utilizing available existing GIS data and any as-built documentation to provide recommendations for cost-effective long-term replacement options to the existing drainage systems of interest.
- > Replacement recommendations should balance the replacement longevity and the cost to the Town including upfront and maintenance costs. It is envisioned that alternatives may include some of the following options.
 - o Replacement of CMP pipe with concrete;
 - o In-situ pipe repair options, including but not limited to, cured-in-place pipe (CIPP) rehabilitation, slip-lining, centrifugally cast concrete pipe or others;
 - o Cleaning and routine maintenance of existing systems.
- > The Town envisions choosing concrete for any pipe replacements as the material option based on the desire for a replacement life span of 100+ years. The Town will entertain other material options so long as the various recommendations are similarly compared using an overall cost per year of life span.

D4.10 Preliminary Engineering Report:

FEE: \$11,000

McAdams envisions providing the following for this phase of work:

- > Alternatives analysis as outlined in the above hydrologic and hydraulic assessment for feasible options;
- > Preliminary estimates of construction costs for each alternative investigated;
- > Preliminary Engineering Report will be provided with details and results of the H&H analyses as well as 25% Preliminary Design (concept level designs) for the selected alternative. This report will include anticipated permitting requirements and horizontal, plan level layouts for the selected alternative.

Construction Drawings + Permitting Phase:**D4.40 Stormwater + Utility Repairs and Replacement Construction Drawings:**

FEE: \$23,500

- > Provide design calculations and documentation for the chosen culvert and/or stormwater system replacement options and roadway replacements;
- > Provide construction drawings and technical specifications for chosen culvert and/or stormwater system replacement options including structural elements as required;
- > Provide a traffic control and construction detour plan as necessary;
- > Note: All roadway and culvert design and construction shall meet the Town of Garner Design Standards;
- > Provide design calculations and documentation for the relocation of utilities needed to install the chosen culvert and/or storm drainage infrastructure replacement options;
- > Coordinate with all public and private utility providers for proposed utility relocations;
- > Provide construction drawings and technical specifications for all utility relocations;
- > Note: All proposed water and sanitary sewer work shall conform to City of Raleigh Public Utilities Handbook and Design Standards.

Construction Documents, including plans and specs, will be provided at the 65%, 90% and 100% design phases, along with updated estimates of construction costs for the design alternatives at each submittal. This will also include submittal to Town of Garner for construction document review and comments response.

E4.10 Permitting + Approvals:

FEE: \$4,400

Submit for and secure all permits necessary to perform the proposed culvert and stormwater system replacements, including but not limited to the following:

- > USACE Nationwide Permit (NWP) and NCDEQ DWR General Certification Authorization, Notification, and Compliance;
- > Town of Garner Construction Document Approval;
- > City of Raleigh Public Water and Sewer Permits.

Note: The Town of Garner will pay for all permit and application fees.

McAdams will also facilitate coordination for all private utility relocations including but not limited to: power, electric, gas, telephone, cable, fiber optic and others as deemed appropriate.

Bid Phase Services

D4.99 Bid Phase Services:

FEE: \$5,800

- > Prepare and finalize construction documents for bidding per Town of Garner guidelines.
- > Assist Town with bid phase services including:
 - Bid advertisement
 - Assistance with answering contractor questions and issuance of bid addenda
 - Attendance at 1 pre-bid conference
 - Assist with bid opening, tabulations and recommendation of award
- > Prepare conformed contract documents after notice of award

Construction Period Services

H5.20 Construction Oversight + Management:

FEE: \$ 28,700 (Hourly Not to Exceed)

- > Provide construction oversight and management services for the duration of the construction contract. These services include:
 - Facilitate up to four (4) preconstruction meetings – one for each of the four individual projects – either on-site or at the Town of Garner’s Engineering offices;
 - Provide on-site, part time construction oversight and inspection assistance (on average 8 hours per week with 1 construction inspector);
 - Periodic construction observation reports (every 1 to 2 weeks);
 - Conduct periodic construction progress meetings with the Town and Contractor (bi-weekly or up to twelve (12) meetings);
 - Review shop drawings;
 - Assist with change order review, field directives and RFI responses;
 - Assist with Contractor pay application reviews;

- Perform final walkthrough and generate punchlist for Contractor in coordination with the Town of Garner.
- > For full replacement scenarios, McAdams will provide certified as-builts to the Town.
- > Should construction duration change considerably or be extended due to delays from the Contractor, McAdams would reserve the need to request additional services for any construction management services and tasks.

Other support during the construction phase is available, and may be provided as requested, in accordance with the hourly rate schedule in effect at the time of the work.

Extra Services

J. Additional Services:

When requested by the Owner and confirmed by the Owner and/or Firm in writing, the Firm shall perform services in addition to those described above in this Agreement and the Owner shall compensate the Firm by hourly charges in accordance with the attached Rate Schedule.

Expenses + Reimbursables

Valid expenses include reproduction and express delivery service with an anticipated budget of \$500. These expenses may be paid by the Town in addition to the fees listed above. Travel and lodging costs are not considered valid expenses. The Contractor shall submit invoices for valid expenses with each payment request.

FEE SUMMARY

Our proposed fee for the scope of services described herein is \$156,500 including reimbursables per Article 1-21 of the standard design contract. Please refer to the attached fee summary for more information.

PROJECT SCHEDULE

The Firm's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the project. The following is the expected schedule for completion of work on this project:

Schedule to be mutually agreed upon between Owner and Firm.

The time limits and schedule set forth above have been agreed to by the Owner and Firm, but the time limits and schedule shall be extended for (1) reasonable cause, or for (2) any delays associated with the Firm's work on the project that are not the sole responsibility of the Firm.

OWNER RESPONSIBILITIES

Owner shall be responsible for the following:

- > Notification to proceed
- > Timely approval of sketches presented for Owner approval
- > Timely providing of information from other professional services (architect, geotechnical engineer, etc.), as described hereinabove
- > Payment of all application and permit fees
- > Payment of invoices in accordance with Item 1 of Terms and Conditions
- > Notification to Firm of any problems, in accordance with Item 2 of Terms and Conditions

EXCLUSIONS

The following services are not included in this Agreement:

- > Any engineering or surveying service not specifically described above.
- > Court appearances for litigation, or preparation for same.
- > Legal advertisements for construction contracts.
- > Revised directives from Client, Owner or Architect after design has begun.

GENERAL CONDITIONS

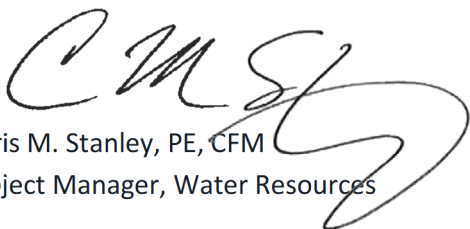
- > This proposal is valid for 30 days from the above date.
- > Reimbursable expenses will be billed in accordance with the attached Rate Schedule.
- > Owner is responsible for all application and permit fees.

CONCLUSION

We appreciate this opportunity to propose our services. We are eager to pursue this project further and thank you for your consideration.

Sincerely,

MCADAMS



Chris M. Stanley, PE, CFM
Project Manager, Water Resources

ACCEPTANCE

By: _____

Date: _____

Name: _____

Title: _____

1. Specifications for contract by hourly charge, the following rates apply

ROLE	RATE	ROLE	RATE
Principal-in-Charge	\$175 / hour	Designer	\$90 / hour
Senior Project Manager	\$150 / hour	Senior CAD Technician	\$105 / hour
Project Manager	\$115 / hour	CAD Technician	\$85 / hour
Senior Project Engineer	\$130 / hour	Senior Environmental Professional	\$130 / hour
Project Engineer	\$110 / hour	Environmental Professional	\$110 / hour
Engineering Intern	\$90 / hour	Environmental Technician	\$90 / hour
Senior Landscape Architect	\$150 / hour	Survey Director	\$140 / hour
Landscape Architect	\$115 / hour	Survey Project Manager	\$120 / hour
Landscape Designer	\$90 / hour	Project Surveyor	\$95 / hour
Senior Planner	\$130 / hour	Survey Technician	\$65 / hour
Planner	\$115 / hour	Survey Crew (2 Man)	\$130 / hour
GIS Technician	\$100 / hour	SUE Project Manager	\$120 / hour
Graphics / Media Design	\$75 / hour	SUE Technician	\$65 / hour
Technical / Grant Writer	\$85 / hour	Administrative Assistant	\$65 / hour
Senior Technical Manager	\$140 / hour	Construction Services Manager	\$135 / hour
Technical Manager	\$110 / hour	Construction Services Professional	\$110 / hour
Senior Designer	\$115 / hour	Construction Observation	\$95 / hour

Hourly services are recorded and rounded to the nearest 1/4 hour.

2. The following charges apply on all contracts, for copies of plans and specifications sent out of the Engineer's office (to Owner, City regulatory agencies, bidders, contractor, other consultants, etc.):

ITEM	FEE	ITEM	FEE
Oversize + Color Rep.	\$3.00/each	Oversize Mylar Sepia	\$20.00/each
Paper Reproductions	\$2.00/each	Mylar Sepia	\$15.00/each
Specifications	\$0.10/each	Paper Sepia	\$5.00/each

3. The following rates are charged in addition to the above fees:

ITEM	FEE
Fees Paid for Permits and Applications	Cost Plus 10%
Outside Photocopying, Travel, Overnight Delivery, Postage for Mass Mailings	Cost Plus 5%
Subcontractor Invoices	Cost Plus 12.5%

4. Fees are subject to adjustment at the beginning of each calendar year.
5. Projects are billed on a monthly basis and invoices are due upon receipt. Invoices which have been not been paid within 30 days are past due and subject to finance charges of 1.5% per month.

OWNER'S INITIALS _____ **DATE** _____

The proposal submitted by THE JOHN R. McADAMS COMPANY (“CONSULTANT”) is subject to the following terms and conditions (collectively referred to as the “Agreement”) and, by accepting the proposal or any part thereof, the CLIENT agrees and accepts the terms and conditions outlined below:

1. Payment

The CLIENT will pay CONSULTANT for services and expenses in accordance with periodic invoices to CLIENT and a final invoice upon completion of the services. Each invoice is due and payable in full upon presentation to CLIENT. Invoices are past due after 30 days. Past due amounts are subject to interest at a rate of one and one-half percent per month (18% per annum) on the outstanding balance from the date of the invoice.

In light of the obvious advantage of resolving questions and disputes regarding CONSULTANT’s services and invoices quickly, CLIENT will notify CONSULTANT, in writing, of any questions or dissatisfaction which it may have regarding the cost, quality or appropriateness of services provided related to an invoice within ten (10) days of the invoice date. If CLIENT fails to provide such notice to CONSULTANT, CLIENT agrees that it waives its right to dispute the accuracy and appropriateness of all or part of the invoice.

If the CLIENT fails to make payment to the CONSULTANT within 30 days after the transmittal of an invoice, the CONSULTANT may, after giving 7 days written notice to the CLIENT, suspend services under this Agreement until all amounts due hereunder are paid in full. If an invoice remains unpaid after 60 days from invoice date, the CONSULTANT may terminate the Agreement and/or initiate legal proceedings to collect the fees owed, plus other reasonable expenses of collection including attorney’s fees.

2. Notification of Breach or Default:

The CLIENT shall provide prompt written notice to the CONSULTANT if CLIENT becomes aware of any breach, error, omission or inconsistency arising out of CONSULTANT’s work or any other alleged breach of contract by the CONSULTANT. The failure of CLIENT to provide such written notice within ten (10) days from the time CLIENT became aware of or should have become aware of the fault, defect, error, omission, inconsistency or breach, shall constitute a waiver by CLIENT of any and all claims against the CONSULTANT arising out of such fault, defect, error, omission, inconsistency or breach.

3. Representations of CLIENT:

CLIENT warrants and covenants that sufficient funds are available or will be available upon receipt of CONSULTANT’s invoice to make payment in full for the services rendered by CONSULTANT.

4. Ownership of Instruments of Service:

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by the CONSULTANT as instrument of service, shall remain the property of the CONSULTANT. The CONSULTANT shall retain all common law, statutory and other rights, including the copyright thereto. In the event of termination of this Agreement and upon full payment of fees owed to CONSULTANT, CONSULTANT shall make available to CLIENT copies of all plans and specifications.

5. Change Orders:

CONSULTANT will treat as a change order any written or oral order (including directions, instructions, interpretations or determinations) from CLIENT which request changes in the Agreement or CONSULTANT's scope of work. CONSULTANT will give CLIENT written notice within ten (10) days of a Change Order of any resulting increase in CONSULTANT's fees. Unless CLIENT objects in writing within five (5) days, the Change Order becomes a part of this Agreement.

6. Site Operations:

CLIENT will arrange for right-of-entry to the property for the purpose of performing studies, tests and evaluations pursuant to the agreed services. CLIENT represents that it possesses necessary permits and licenses required for all ongoing activities at the site. If CONSULTANT is advised or given data in writing that shows the presence of underground or overground obstructions, such as utilities, CONSULTANT will give special instructions to our field personnel. However, CONSULTANT is not responsible for any damage or losses due to undisclosed or unknown surface or subsurface conditions, owned by CLIENT or third parties. CONSULTANT will take reasonable precautions to minimize damage to the property caused by our operations. CONSULTANT's fee does not include any cost of restoration due to any damage which may result and CONSULTANT is not responsible for any such repairs unless CONSULTANT fails to take reasonable precautions. If CLIENT desires CONSULTANT to repair such damage, CONSULTANT will comply and add the cost to our fee. Field tests or boring locations described in CLIENT's reports or shown on sketches prepared by CONSULTANT are based on specific information furnished by others or estimates made in the field by CONSULTANT's personnel. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in CONSULTANT's proposal or report.

7. Hazardous Substances:

The CLIENT agrees to advise the CONSULTANT upon execution of this Agreement of any hazardous substances or any condition existing in, on or near the Project Site presenting a potential danger to human health, the environment or equipment. By virtue of entering into this Agreement or of providing Services hereunder, the CONSULTANT does not assume control of, or responsibility for, the Project Site or the person in charge of the Project Site or undertake responsibility for reporting to any federal, state or local public agencies, any conditions at the project site that may present a potential danger to the public, health, safety or environment except where required of the CONSULTANT by law. In the event CONSULTANT encounters hazardous or toxic substances or contamination significantly beyond that originally represented by CLIENT, CONSULTANT may suspend or terminate the Agreement. CLIENT acknowledges that CONSULTANT has no responsibility as a generator, treater, storer, or disposer of hazardous or toxic substances found or identified at a site and CLIENT agrees to defend, indemnify, and hold harmless CONSULTANT, from any claim or liability, arising out of CONSULTANT's performance of work under this Agreement related to hazardous or toxic substances and made or brought against CONSULTANT for any actual or threatened environmental pollution or contamination except to the extent that CONSULTANT has negligently caused such pollution or contamination.

8. Assignment and Third Parties:

Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the CLIENT and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the CLIENT and the CONSULTANT and not for the benefit of any other party. Neither the CLIENT nor the CONSULTANT shall assign, sublet, or transfer any rights under or interests in this Agreement without the written consent of the other which shall not be unreasonably withheld. However, nothing contained herein shall prevent

or restrict the CONSULTANT from employing independent subconsultants as the CONSULTANT may deem appropriate to assist in the performance of services hereunder.

9. Project Site:

Should CLIENT not be owner of the project site, then CLIENT agrees to notify the OWNER(s) of the aforementioned possibility of unavoidable alteration and damage to the site. CLIENT further agrees to indemnify, defend and hold CONSULTANT harmless against any claims by the CLIENT or persons having possession of the site through the Owner which are related to such alteration or damage.

10. Sample Disposal:

At CLIENT's written request, CONSULTANT will retain preservable test specimens or the residue therefrom for 30 days after submission of our report free of storage charges. After the initial 30 days and upon written request, CONSULTANT will retain test specimens or samples for a mutually acceptable storage charge and period of time. CLIENT agrees that CONSULTANT is not responsible or liable for loss of test specimens or samples retained in storage. In the event that samples contain hazardous constituents, CONSULTANT will (1) return such samples to CLIENT, or (2) using a manifest signed by CLIENT as generator, will have samples transported to a location selected by CLIENT for final disposal. CLIENT agrees to pay all costs associated with the storage, transport, and disposal of samples. CLIENT recognizes and agrees that CONSULTANT is acting as a bailee and at no time assume title to said materials.

11. Equipment Contamination:

CONSULTANT will endeavor to clean our laboratory and field equipment which may become contaminated during the conduct of the Services. Occasionally, such equipment cannot be completely decontaminated because of the nature of the hazardous materials encountered. If this occurs, it will be necessary to dispose of the equipment in a manner similar to hazardous samples. CLIENT agrees to pay CONSULTANT the fair market value of any such equipment that must be disposed of in that manner.

12. Survival:

All of CLIENT's obligations and liabilities, including but not limited to, its indemnification obligations and limitations, and CONSULTANT's rights and remedies with respect thereto, shall survive completion of the expiration or termination of this Agreement.

13. Unforeseen Occurrences:

If, during the performance of services hereunder, any unforeseen hazardous substance, material, element of constituent or other unforeseen conditions or occurrences are encountered which, affects or may affect the services, the risk involved in providing the service, or the recommended scope of services, CONSULTANT will promptly notify CLIENT thereof. Subsequent to that notification, CONSULTANT may: (a) if practicable, in CONSULTANT's sole judgment and with approval of CLIENT, complete the original scope of services in accordance with the procedures originally intended in the Proposal; (b) Agree with CLIENT to modify the scope of services and the estimate of charges to include study of the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated herein; or (c) Terminate the services effective on the date of notification pursuant to the terms of the Agreement.

14. Force Majeure:

Should completion of any portion of the Agreement be delayed for causes beyond the control of or without the fault or negligence of CONSULTANT, including force majeure, the reasonable time for performance shall be extended for a period at least equal to the delay and the parties shall mutually agree on the terms and conditions upon which Agreement may be continued. Force majeure includes but is not restricted to acts of God, acts or failures of governmental authorities, acts of CLIENT's contractors or agents, fire, floods, epidemics, riots, quarantine restrictions, strikes, civil insurrections, freight embargoes, and unusually severe weather.

15. Standard of Care:

CONSULTANT shall perform Agreement for CLIENT in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of professionals providing the same services in the same or a similar locality as the project. There are no other warranties, expressed or implied, including warranties of merchantability or fitness for a particular purpose that will or can arise out of the services provided by CONSULTANT or this Agreement.

16. Safety:

CONSULTANT is not responsible for site safety or compliance with the Occupational Safety and Health Act of 1970 ("OSHA"). Job site safety remains the sole exclusive responsibility of CLIENT or CLIENT's contractors, except with respect to CONSULTANT'S own employees. Likewise, CONSULTANT shall have no right to direct or stop the work of CLIENT's contractors, agents or employees.

17. Claims Resolution:

Any claim or other dispute arising out of or related to this Agreement shall first be subject to non-binding mediation as a condition precedent to litigation.

18. Independent Contractor:

In carrying out its obligations, CONSULTANT shall be acting at all times as an independent contractor and not an employee, agent, partner or joint venturer of CLIENT. CONSULTANT's work does not include any supervision or direction of the work of other contractors, their employees or agents, and CONSULTANT's presence shall in no way create any liability on behalf of CONSULTANT for failure of other contractors, their employees or agents to properly or correctly perform their work

19. Termination:

Either party may terminate the Agreement with or without cause upon ten (10) days advance written notice, if the other party has not cured or taken reasonable steps to cure the breach giving rise to termination within the ten (10) day notice period. If CLIENT terminates without cause or if CONSULTANT terminates for cause, CLIENT will pay CONSULTANT for all costs incurred, non-cancelable commitments, and fees earned to the date of termination and through demobilization, including any cancellation charges of vendors and subcontractors, as well as demobilization costs.

20. Severability:

If any provision of this Agreement, or application thereof to any person or circumstance, is found to be invalid then such provision shall be modified if possible, to fulfill the intent of the parties as reflected in the original provision, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to

which it is held invalid, shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by the law.

21. No Waiver:

No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or difference in character.

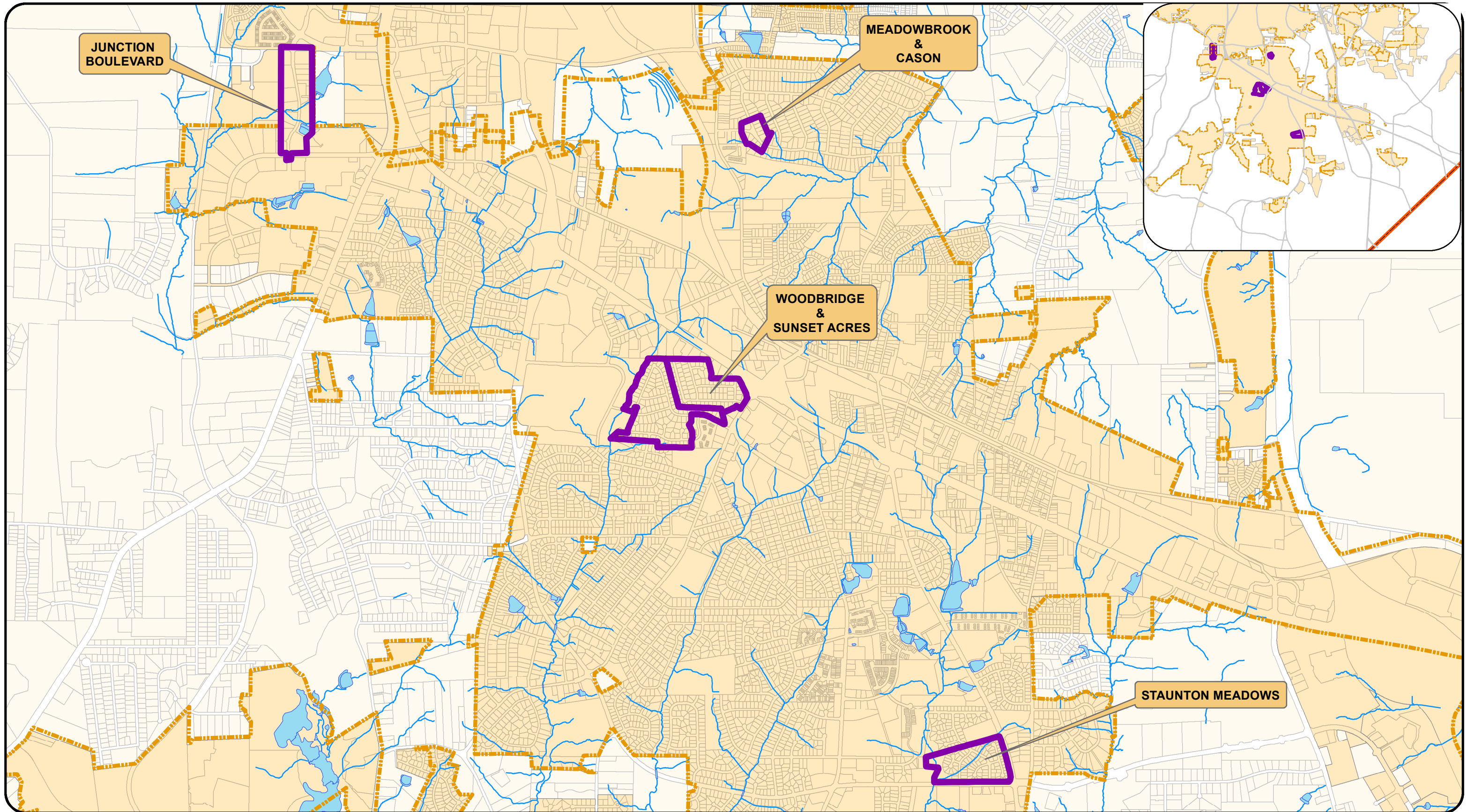
22. Merger, Amendment:

This Agreement constitutes the entire Agreement between the CONSULTANT and the CLIENT and negotiations, written and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the CONSULTANT and the CLIENT.

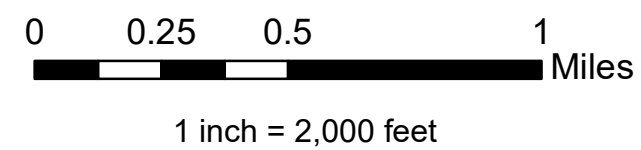
23. Choice of Law:

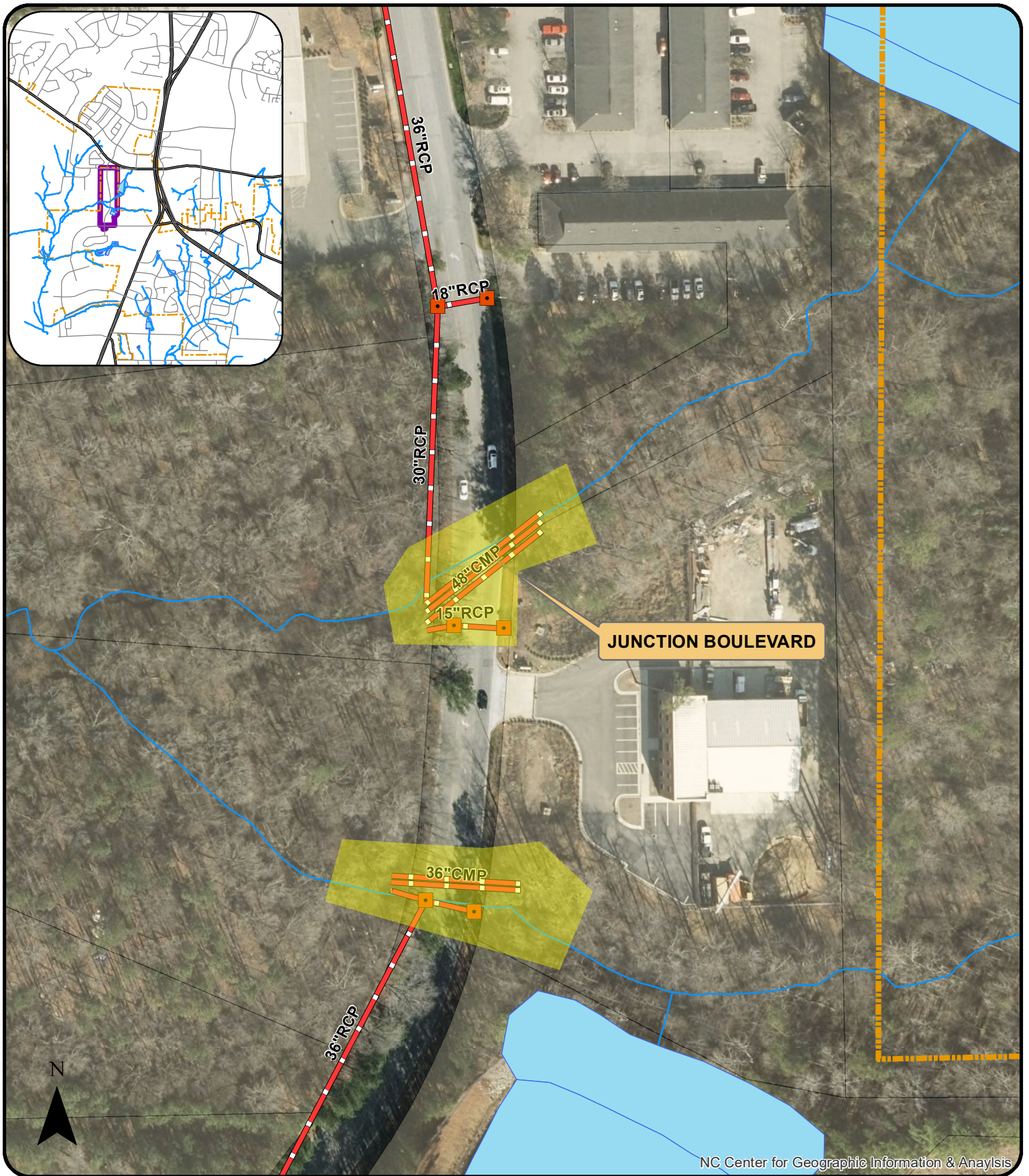
The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the law of the State of North Carolina.

EXHIBIT 1

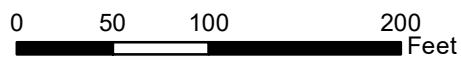


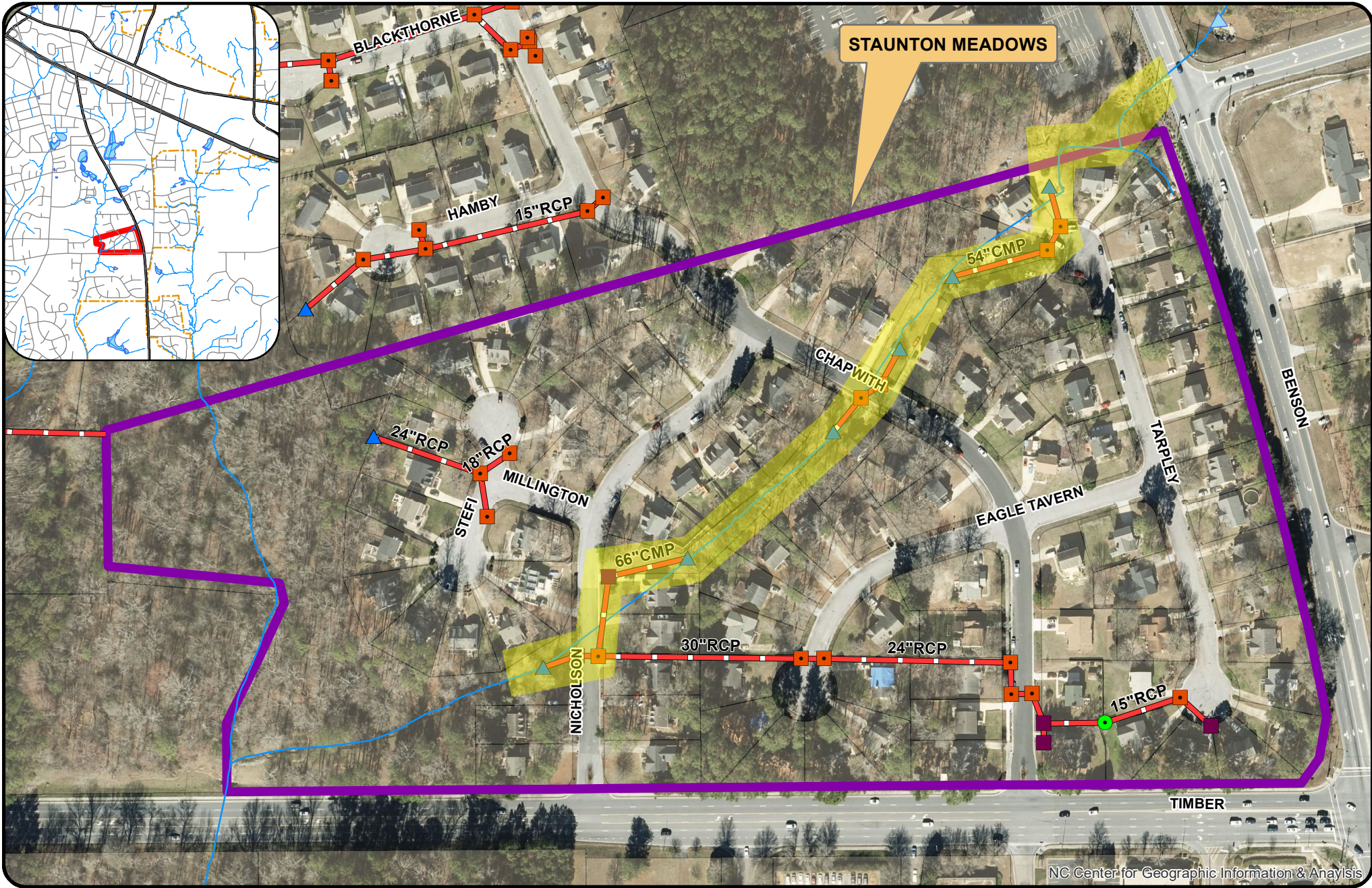
**OVERALL 2019 TOWN OF GARNER
STORMWATER PROJECTS**





JUNCTION BOULEVARD

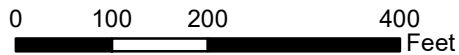




NC Center for Geographic Information & Analysis

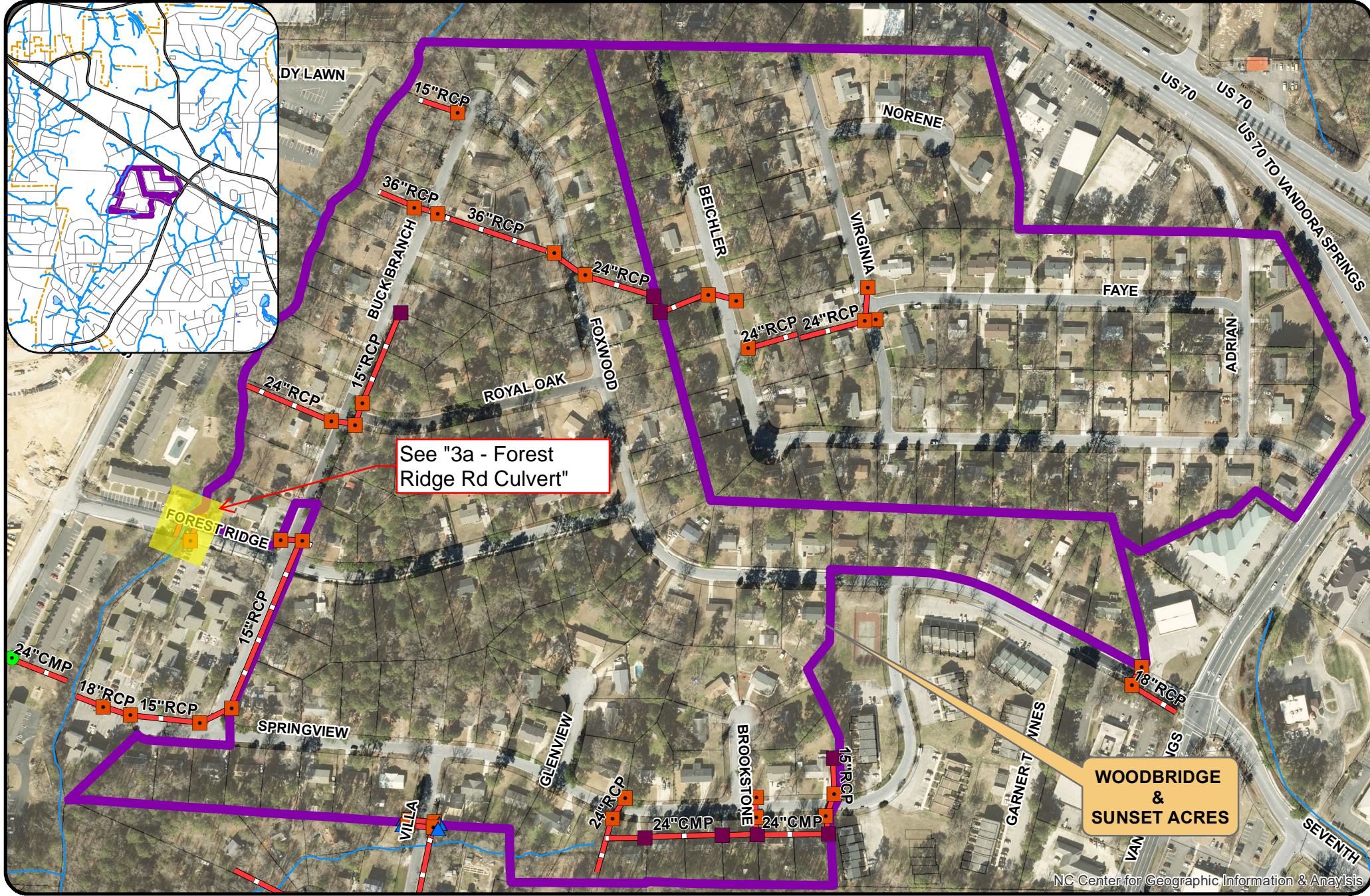


STAUNTON MEADOWS



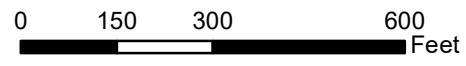
1 inch = 200 feet





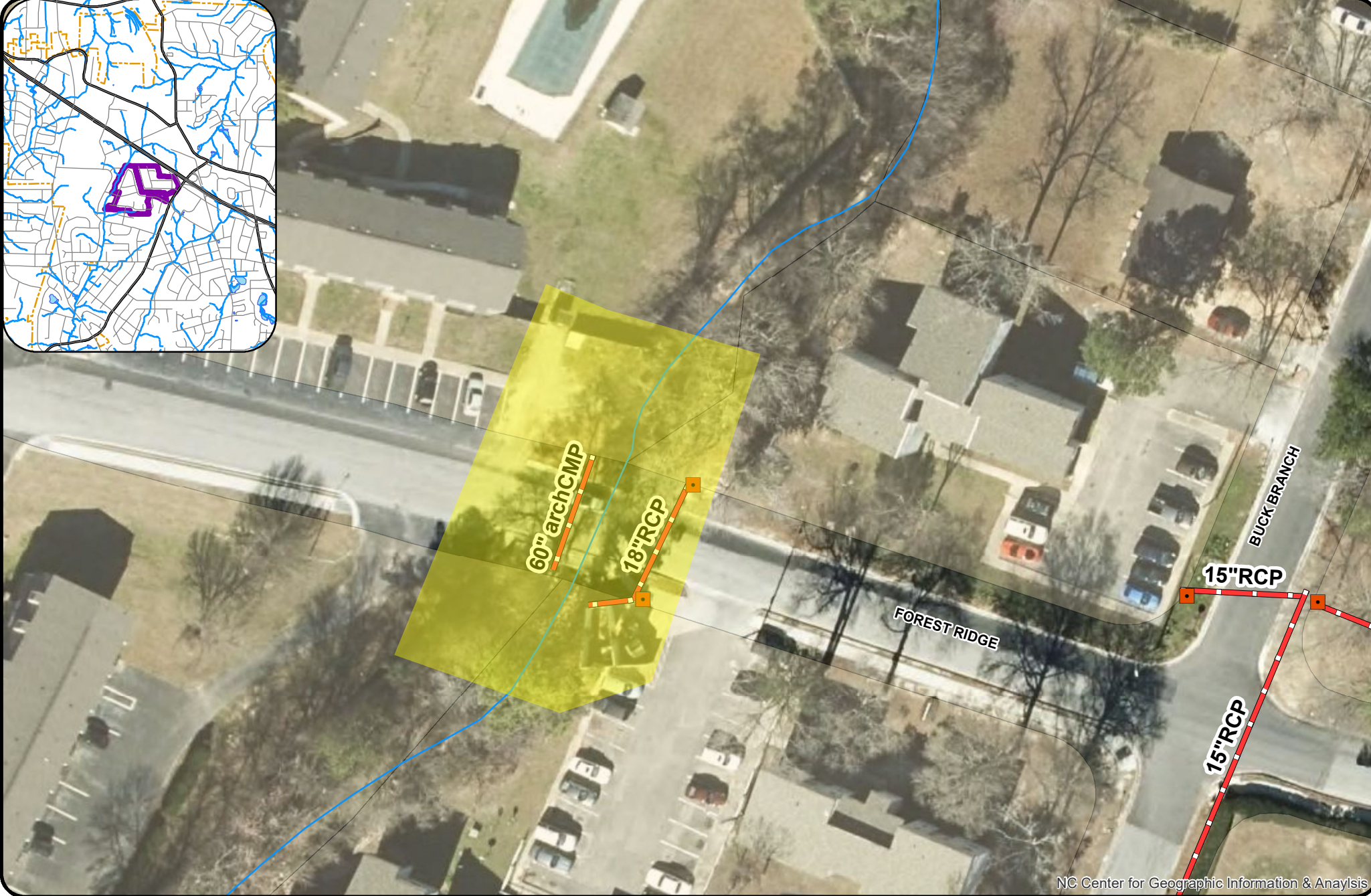
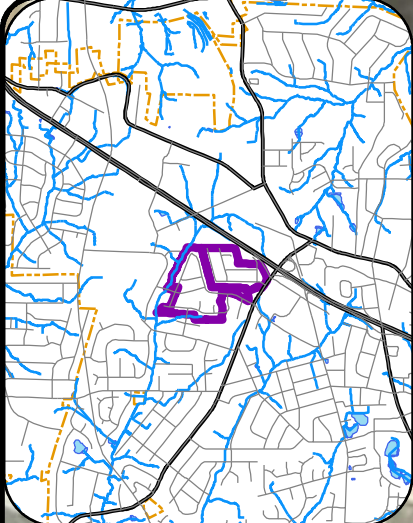
NC Center for Geographic Information & Analysis

WOODBRIDGE & SUNSET ACRES



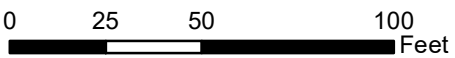
1 inch = 300 feet





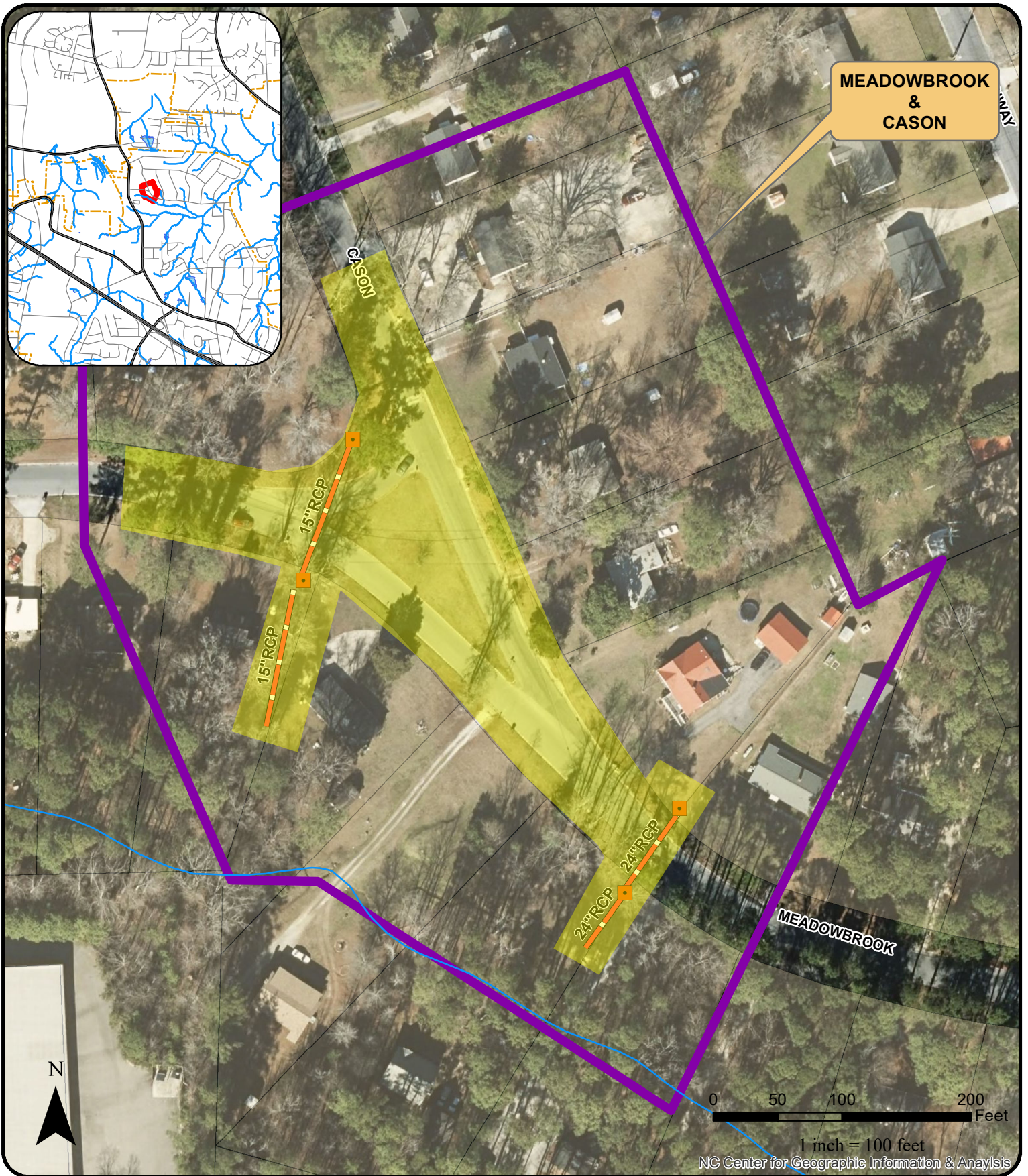
NC Center for Geographic Information & Analysis

FOREST RIDGE ROAD CULVERT



1 inch = 50 feet





Town of Garner
Town Council Meeting
Agenda Form

Meeting Date: March 19, 2019		
Subject: Pavement Design Revisions		
Location on Agenda: Old/New Business		
Department: Engineering		
Contact: Chris Johnson, Town Engineer		
Presenter: Chris Johnson, Town Engineer		
<p>Brief Summary:</p> <p>Staff made a presentation at the March 6, 2019 Public Works Committee meeting regarding recommended revisions to the Town's street pavement designs within the Engineering Standard Details. Staff will present a similar presentation to the full Council as directed by the Public Works Committee members and request authorization to update the Town's standard details accordingly.</p>		
<p>Recommended Motion and/or Requested Action:</p> <p>Approve the pavement design revisions with an effective date of May 1, 2019.</p>		
<p>Detailed Notes:</p> <p>Details to be added: Private Alley, Asphalt Multi-Use Path/Greenway, Collector (Major), Thoroughfare Details to be modified: Local Street, Collector Street (Minor), Industrial Streets</p>		
<p>Funding Source: N/A</p>		
Cost:	One Time: <input type="radio"/>	Annual: <input type="radio"/> No Cost: <input checked="" type="radio"/>
<p>Manager's Comments and Recommendations:</p> <p>Memo from Public Works Committee meeting is included for background.</p>		
<p>Attachments Yes: <input checked="" type="radio"/> No: <input type="radio"/></p>		
Agenda Form Reviewed by:	Initials:	Comments:
Department Head:	CJ	
Finance Director:		
Town Attorney:		
Town Manager:	RD	
Town Clerk:		

TO: Rodney Dickerson, Town Manager

FROM: Chris Johnson, PE - Town Engineer

DATE: February 15, 2019

SUBJECT: Pavement Design Revisions

The Town Council has continued to prioritize funding efforts to ensure the Town’s existing transportation network is properly maintained and to reduce long term maintenance costs. To that end, staff has also recognized that the Town’s current pavement designs have not been evaluated or updated over the past decade. The purpose of this memorandum is regarding a Public Works Committee item to update the Town’s pavement designs for new development, which will ensure newly constructed streets taken over for maintenance by the Town are of high quality based on current industry standards within the region.

BACKGROUND

The Town’s standard street details, including pavement designs have not undergone major changes or reevaluation in recent years. Staff has analyzed the current requirements for street construction, including pavement designs, asphalt patching thickness, and foundation beneath curb and gutter installation. We have reviewed the current street design details and compared with other municipalities throughout Wake County for comparison (see Figure 1 below).

Figure 1

PAVEMENT DESIGN ANALYSIS OF TRIANGLE MUNICIPALITIES											
TOWN	MULTI-USE PATH	ALLEY	LOCAL MINOR	LOCAL MAJOR	COLLECTOR MINOR	COLLECTOR MAJOR	INDUSTRIAL	THOROUGHFARE MINOR	THOROUGHFARE MAJOR	MINIMUM ABC (IN INCHES)	PAVEMENT REPAIR PATCH
APEX	2" SURF. 6" ABC	3" SURF. 8"ABC	2" SURF. 2.5" INTERM. 8"ABC	2" SURF. 2.5" INTERM. 8"ABC	3" SURF. 4" INTERM. 10" ABC	3" SURF. 4" INTERM. 10" ABC	3" SURF. 4" INTERM. 10" ABC	3" SURF. 4" INTERM. 10" ABC	3" SURF. 4" INTERM. 10" ABC	4	2" SURF. 8" INTERM.
CARY	6" CONCRETE	3" SURF. 8" ABC	3" SURF. 8" ABC	3" SURF. 8" ABC	3" SURF. 10" ABC	3" SURF. 10" ABC	N/A	3" SURF. 4" INTERM. 10" ABC	3" SURF. 4" INTERM. 10" ABC	4	2" SURF. 7" INTERM.
GARNER	N/A	N/A	1.5" SURF. 8" ABC	1.5" SURF. 8" ABC	2" SURF. 8" ABC	2" SURF. 8" ABC	2" SURF. 2" INTERM. 8" ABC	N/A	N/A	0	2" SURF. 10" ABC
HOLLY SPRINGS	1.5" SURF. 2.5" INTER.	N/A	1.25" SURF. 1.75" INTERM. 8"ABC	1.25" SURF. 1.75" INTERM. 8"ABC	1.25" SURF. 1.75" INTERM. 8"ABC	1.5" SURF. 2.5" INTERM. 8"ABC	N/A	3" SURF. 4" INTERM. 10" ABC	3" SURF. 4" INTERM. 10" ABC	3.5	2" SURF. 6" INTERM.
FUQUAY-VARINA	1.5" SURF. 6" ABC	2" SURF. 8" ABC	2.5" SURF. 8" ABC	2.5" SURF. 8" ABC	2.5" SURF. 8" ABC	2.5" SURF. 8" ABC	N/A	2.5" SURF. 10" ABC	3" SURF. 4" INTERM. 10" ABC	3	2" SURF. 7" INTERM.
KNIGHTDALE	2.5" SURF. 6" ABC	2.5" SURF. 8" ABC	2.5" SURF. 8" ABC	2.5" SURF. 8" ABC	1.5" SURF. 2.5" INTERM. 8"ABC	1.5" SURF. 2.5" INTERM. 8"ABC	N/A	ASPHALT PER NCDOT 8" ABC	ASPHALT PER NCDOT 8" ABC	5	1.5" SURF. 5" BASE
RALEIGH	2" SURF. 6" ABC	3" SURF. 8" ABC	3" SURF. 8" ABC	3" SURF. 8" ABC	3" SURF. 3" INTERM. 8"ABC	3" SURF. 3" INTERM. 8"ABC	3" SURF. 3" INTERM. 8"ABC	3" SURF. 4" INTERM. 10" ABC	3" SURF. 4" INTERM. 10" ABC	4	3" SURF. 12" ABC
WAKE FOREST	AS DESIGNED	2" SURF. 6"ABC	2" SURF. 8"ABC	2" SURF. 8"ABC	2" SURF. 4" BASE 5" ABC	2" SURF. 4" BASE 5" ABC	N/A	AS DESIGNED	AS DESIGNED	5 - INDUSTRIAL / THOROUGHFARE 0 -	2" SURF. 8" BASE

As seen in Figure 1, the Town’s current pavement design requirements are the lowest of all municipalities evaluated. There are also several common facility types that are not covered in the standard details that are currently proposed in land development plans, which means that staff is currently working with

consultants on a case by case basis for these street types as they are proposed within new development. It would be more efficient for the Town to standardize all commonly used street types for transparency and to ensure consistency through permitting of new public and/or private street projects. It should be noted these standards are not intended for implementation during annual maintenance activities by the Town. However, proposed widenings of public streets would be subject to the new pavement design in any new pavement areas constructed.

ABC STONE BENEATH CURB AND GUTTER

There is also currently no requirement for new curb and gutter to have ABC stone underneath. Installation of curb directly on soil can lead to settlement issues over time. There are several locations around Town that have settlement issues that can cause stormwater maintenance issues and impact pavement longevity. The majority of Town's in Wake County require a minimum of 3-5 inches of ABC below new curb and gutter to strengthen the base below curb and protect from long term settlement. The pictures below represent a few examples of existing streets where curb and gutter has settled, causing maintenance issues for the Town since initial construction. By providing proper foundational support of curb and gutter during initial installation, these types of settlement issues can be reduced and/or eliminated, thereby reducing future maintenance costs for the Town.



PAVEMENT REPAIR

Pavement repairs are common for utility cuts/crossings and maintenance activities to existing infrastructure that lie below existing streets. The current Town pavement patch detail requires 2" of asphalt and 10" of ABC stone. However, given how pavement patches are typically narrow (i.e. less than 6 feet width), it can be difficult to obtain maximum compaction of stone, especially if a contractor is confined with working in confined utility trenches, and/or working close to traffic under time restrictions. Failure to properly compact backfill can ultimately lead to settlement issues. Most municipalities (and NCDOT) have moved away from use of ABC in utility trenches towards requirement of a full depth asphalt patch. This allows the use of a single pavement material in patch repair areas and asphalt can typically be compacted more easily within confined trenches as compared to ABC stone.

RECOMMENDATION

Based on the data compiled by other towns within Wake County, staff recommends revising the Town of Garner's pavement designs as shown in Figure 2 below. This recommendation also includes the addition of new street details for multi-use paths, residential alleys, and minor/major thoroughfares. It should be noted that thoroughfare streets generally fall under the maintenance of NCDOT and the pavement designs shown in Figure 2 reflect the minimum pavement designs generally required by NCDOT in Wake County.

In the event NCDOT requires a pavement section for a street under their maintenance to be thicker than normal, then the thicker pavement design required by NCDOT would supersede the minimum design as shown.

Figure 2

RECOMMENDATIONS FOR TOWN OF GARNER PAVEMENT DESIGN REVISIONS											
GARNER	MULTI-USE PATH	ALLEY (PRIVATE)	LOCAL MINOR	LOCAL MAJOR	COLLECTOR MINOR	COLLECTOR MAJOR	INDUSTRIAL	THOROUGHFARE MINOR	THOROUGHFARE MAJOR	MINIMUM ABC (IN INCHES) UNDER C&G	PAVEMENT REPAIR PATCH
EXISTING	N/A	N/A	1.5" SURF. 8" ABC	1.5" SURF. 8" ABC	2" SURF. 8" ABC	2" SURF. 8" ABC	2" SURF. 2" INTERM. 8" ABC	N/A	N/A	0	2" SURF. 10" ABC
RECOMMENDED	2" SURF. 6" ABC	2" SURF. 8" ABC	2.5" SURF. 8" ABC	2.5" SURF. 8" ABC	3" SURF. 10" ABC	2" SURF. 2" INTERM. 10" ABC	3" SURF. 3" INTERM. 8" ABC	3" SURF. 4" INTERM. 10" ABC	3" SURF. 4" INTERM. 10" ABC	4	2" SURF. 7" INTERM.
EQUIVALENT FULL ASPHALT DEPTH	4.0 in.	4.7 in.	5.2 in.	5.2 in.	6.3 in.	7.3 in.	8.7 in.	10.3 in.	10.3 in.	N/A	9 in.

It should be noted that approximately 3 inches of ABC stone is roughly equivalent to 1 inch of asphalt. The last row in Figure 2 is intended to provide a full depth asphalt equivalent so it is more easily understood how the pavement designs increase from left to right as street classifications increase with higher traffic volumes and/or loading.

NEXT STEPS

Following concurrence by Town Council, Staff will update the pavement designs and add new street details as recommended. Staff would propose enforcing these new pavement designs on all projects approved on or after June 1, 2019. Staff also plans to do a more comprehensive review of all standard construction details in late 2019 for Council’s consideration, including roadway, bike/ped/transit, and stormwater.

Pavement Design Revisions

Town Council Meeting

March 19, 2019

Prepared by:
Chris Johnson, PE – Town Engineer

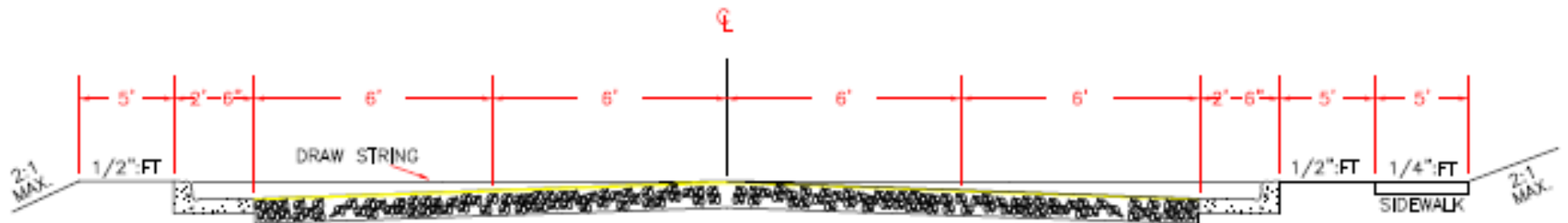
Agenda

- Background
- Existing Details
 - Local and collector streets
- Other common paving issues
 - Curb and gutter settlement
 - Utility repairs within streets
- Pavement Design Analysis comparison
 - Standard Street Details
- Recommendations

Background

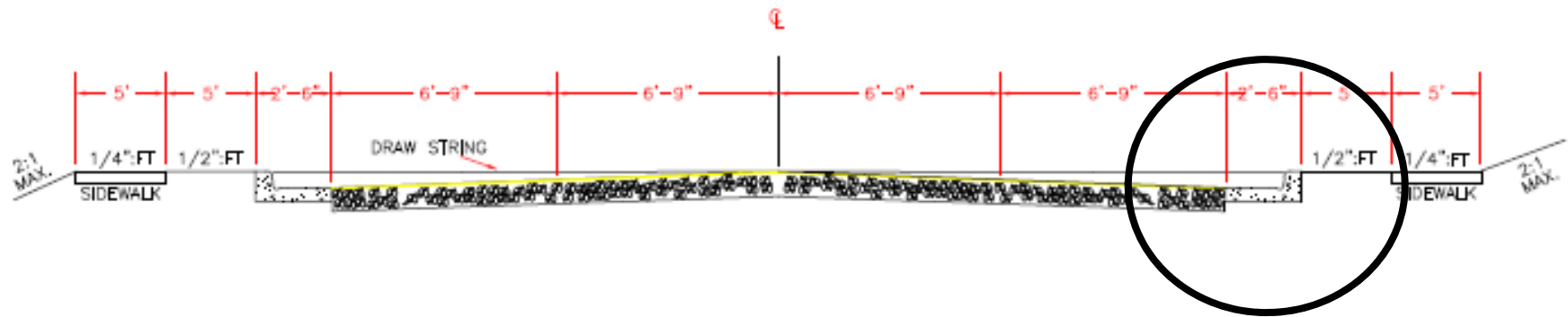
- Standard Street Details – last updated 2004
 - Local street (29' B-B)
 - Collector street (32' B-B)
- Details not included:
 - Multi-use Path (i.e. greenway)
 - Residential alleys
 - Thoroughfares (Minor/Major)

Existing Details



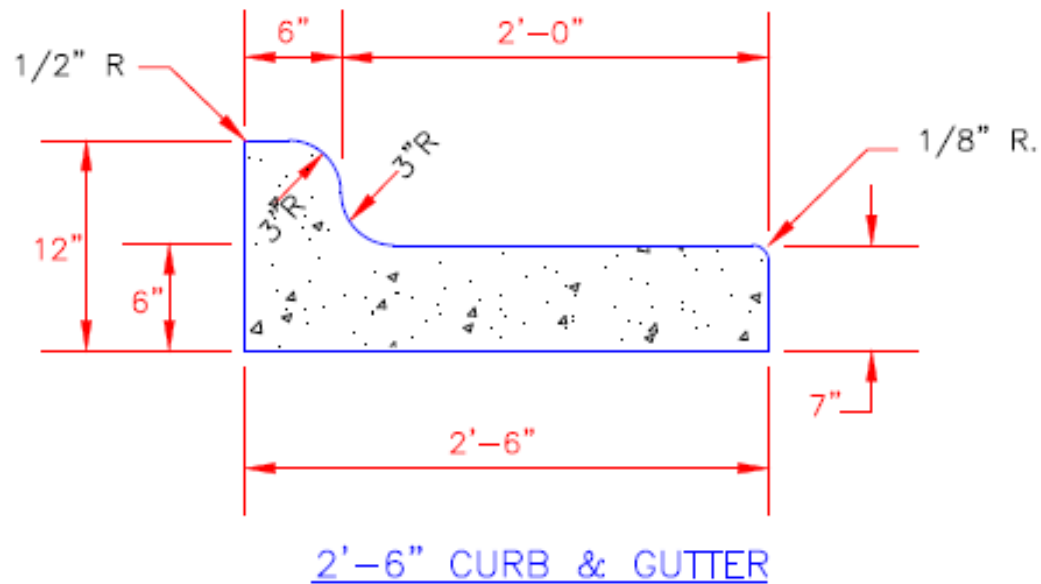
- Local Street – 1.5" SF9.5A, 8" ABC
- Industrial Use – 2" SF9.5A, 2" H, 8" ABC

Existing Details



- Collector Street – 2" SF9.5A, 8" ABC
- Industrial Street – 2" SF9.5A, 2" H, 8" ABC

Current Curb and Gutter detail (on bare soil)



Curb and Gutter Settlement



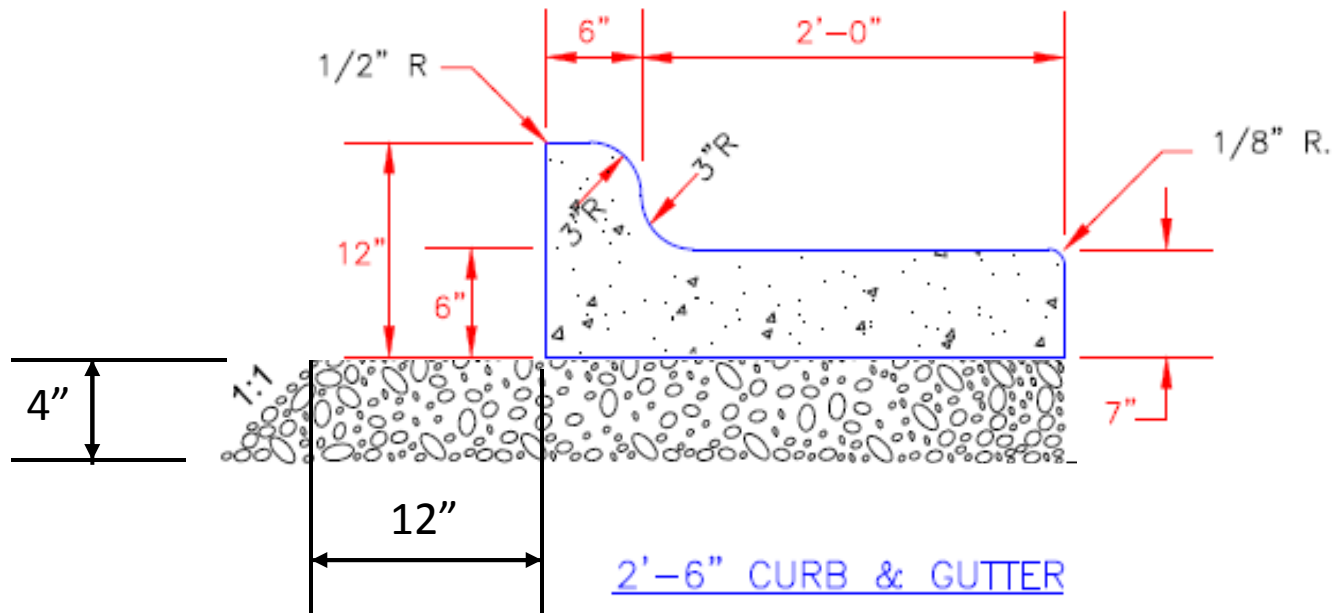
Curb and Gutter Settlement



Curb and Gutter Settlement



Proposed Curb and Gutter (with ABC stone foundation)



Pavement Repair



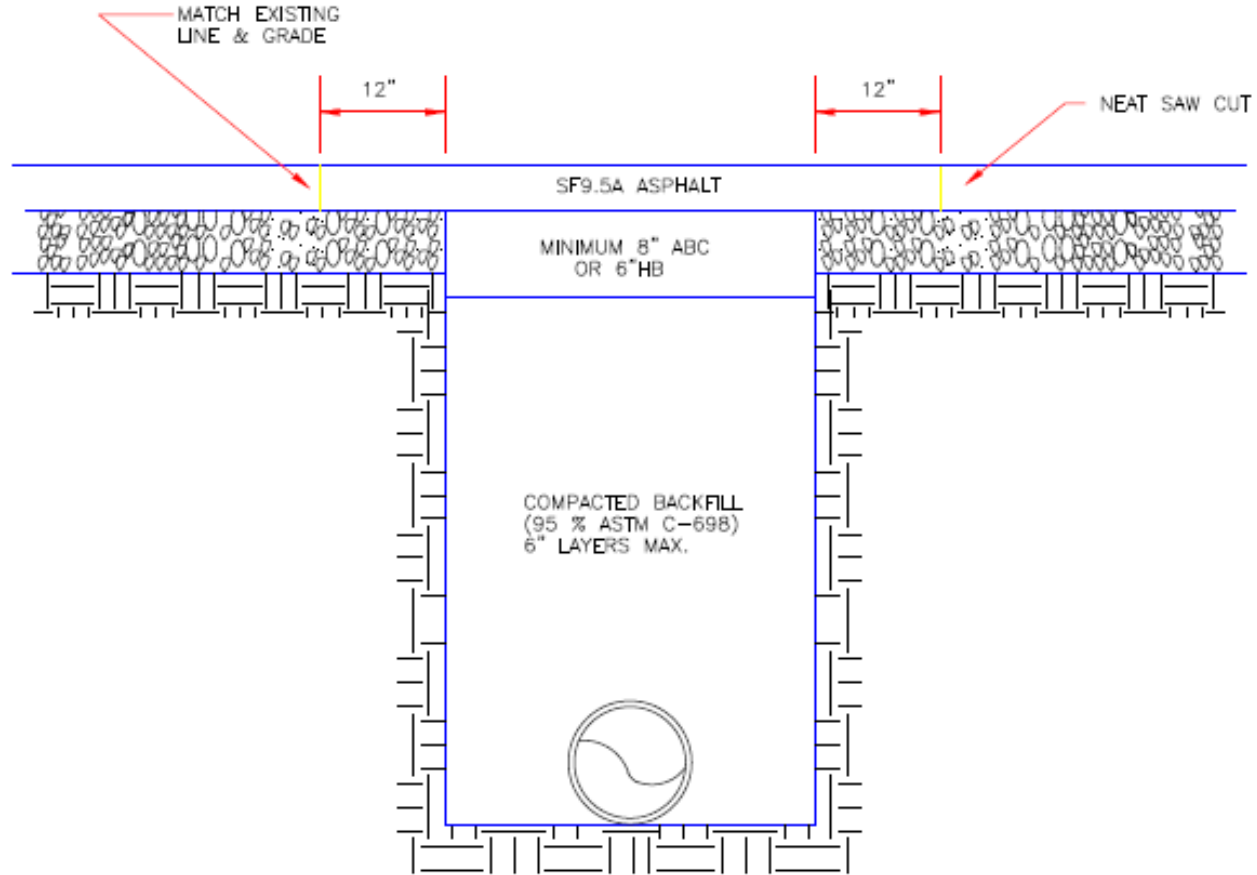
Pavement Repair (Poor practices)



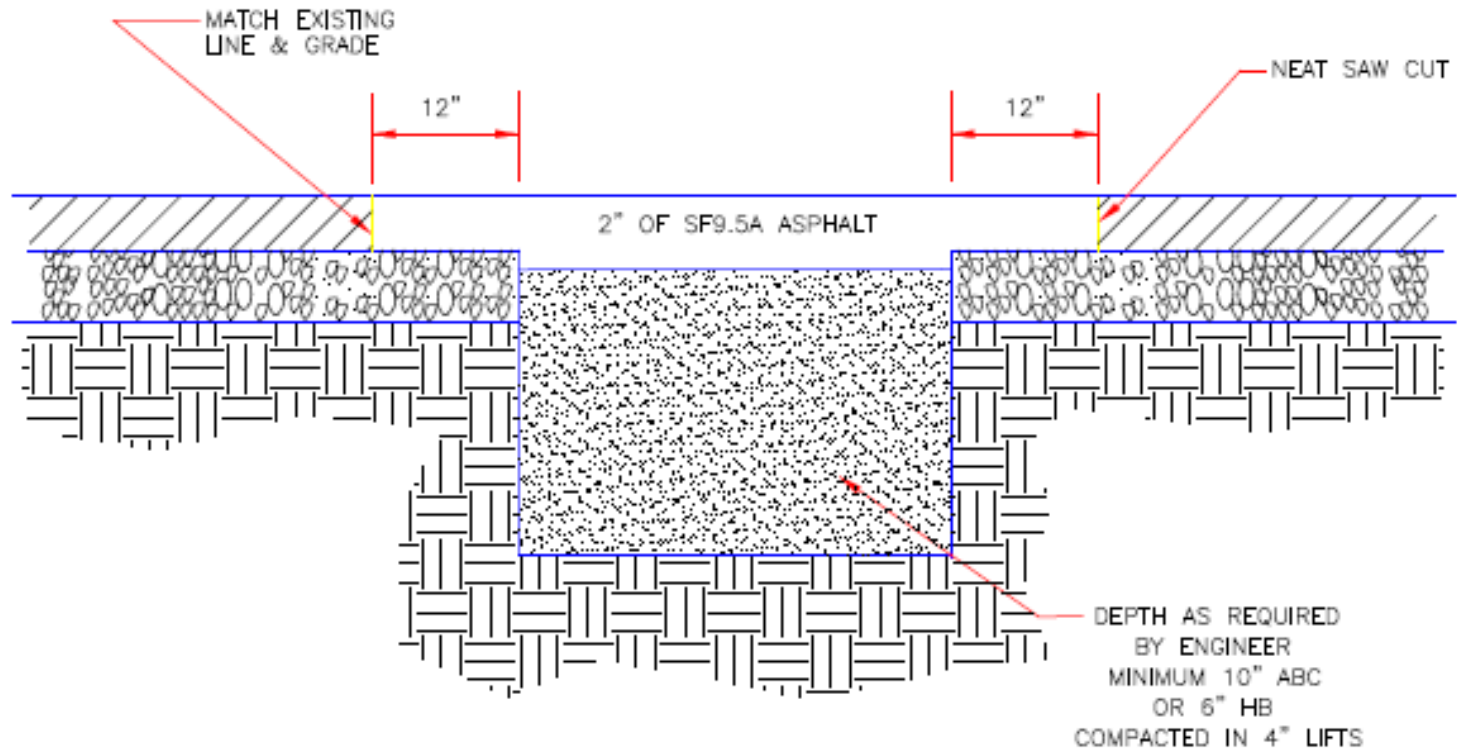
Pavement Repair (Best practices)



Existing Details



Existing Details



Pavement Design Analysis

- Staff analyzed current pavement designs
 - New street construction
 - Asphalt patching (i.e. utility cuts)
 - Curb and gutter foundation

Comparison to peer towns

TOWN	MULTI-USE PATH	ALLEY	LOCAL MINOR	LOCAL MAJOR	COLLECTOR MINOR	COLLECTOR MAJOR	INDUSTRIAL	THOROUGHFARE MINOR	THOROUGHFARE MAJOR	MINIMUM ABC (IN INCHES) UNDER C&G	PAVEMENT REPAIR PATCH
APEX	2" SURF. AC 6" ABC	3" SURF. AC 8" ABC	2" SURF. AC 2.5" BINDER AC 8" ABC	2" SURF. AC 2.5" BINDER AC 8" ABC	3" SURF. AC 4" BINDER AC 10" ABC	3" SURF. AC 4" BINDER AC 10" ABC	3" SURF. AC 4" BINDER AC 10" ABC	3" SURF. AC 4" BINDER AC 10" ABC	3" SURF. AC 4" BINDER AC 10" ABC	4	2" SURF. AC 8" BINDER AC
CARY	6" CONC.	3" SURF. AC 8" ABC	3" SURF. AC 8" ABC	3" SURF. AC 8" ABC	3" SURF. AC 10" ABC	3" SURF. AC 10" ABC	N/A	3" SURF. AC 4" BINDER AC 10" ABC	3" SURF. AC 4" BINDER AC 10" ABC	4	2" SURF. AC 7" BINDER AC
GARNER	N/A	N/A	1.5" SURF. AC 8" ABC	1.5" SURF. AC 8" ABC	2" SURF. AC 8" ABC	2" SURF. AC 8" ABC	2" SURF. AC 2" BINDER AC 8" ABC	N/A	N/A	0	2" SURF. AC 10" ABC
HOLLY SPRINGS	1.5" SURF. AC 2.5" BINDER AC	N/A	1.25" SURF. AC 1.75" BINDER AC 8" ABC	1.25" SURF. AC 1.75" BINDER AC 8" ABC	1.25" SURF. AC 1.75" BINDER AC 8" ABC	1.5" SURF. AC 2.5" BINDER AC 8" ABC	N/A	3" SURF. AC 4" BINDER AC 10" ABC	3" SURF. AC 4" BINDER AC 10" ABC	3.5	2" SURF. AC 6" BINDER AC
FUQUAY-VARINA	1.5" SURF. AC 6" ABC	2" SURF. AC 8" ABC	2.5" SURF. AC 8" ABC	2.5" SURF. AC 8" ABC	2.5" SURF. AC 8" ABC	2.5" SURF. AC 8" ABC	N/A	2.5" SURF. AC 10" ABC	3" SURF. AC 4" BINDER AC 10" ABC	3	2" SURF. AC 7" BINDER AC
KNIGHTDALE	2.5" SURF. AC 6" ABC	2.5" SURF. AC 8" ABC	2.5" SURF. AC 8" ABC	2.5" SURF. AC 8" ABC	1.5" SURF. AC 2.5" BINDER AC 8" ABC	1.5" SURF. AC 2.5" BINDER AC 8" ABC	N/A	ASPHALT PER NCDOT 8" ABC	ASPHALT PER NCDOT 8" ABC	5	1.5" SURF. AC 5" BASE AC
RALEIGH	2" SURF. AC 6" ABC	3" SURF. AC 8" ABC	3" SURF. AC 8" ABC	3" SURF. AC 8" ABC	3" SURF. AC 3" BINDER AC 8" ABC	3" SURF. AC 3" BINDER AC 8" ABC	3" SURF. AC 3" BINDER AC 8" ABC	3" SURF. AC 4" BINDER AC 10" ABC	3" SURF. AC 4" BINDER AC 10" ABC	4	3" SURF. AC 12" ABC
WAKE FOREST	AS DESIGNED	2" SURF. AC 6" ABC	2" SURF. AC 8" ABC	2" SURF. AC 8" ABC	2" SURF. AC 4" BASE AC 5" ABC	2" SURF. AC 4" BASE AC 5" ABC	N/A	AS DESIGNED	AS DESIGNED	5 - INDUSTRIAL / THOROUGHFARE 0 - OTHERS	2" SURF. AC 8" BASE AC

Recommendation

GARNER	MULTI-USE PATH	ALLEY (PRIVATE)	LOCAL MINOR	LOCAL MAJOR	COLLECTOR MINOR	COLLECTOR MAJOR	INDUSTRIAL	THOROUGHFARE MINOR	THOROUGHFARE MAJOR	MIN. ABC UNDER C&G (INCHES)	PAVEMENT REPAIR PATCH
EXISTING	N/A	N/A	1.5" SURF. AC 8" ABC	1.5" SURF. AC 8" ABC	2" SURF. AC 8" ABC	2" SURF. AC 8" ABC	2" SURF. AC 2" INTERM. AC 8" ABC	N/A	N/A	0	2" SURF. AC 10" ABC
RECOMMENDED	2" SURF. AC 6" ABC	2" SURF. AC 8" ABC	2.5" SURF. AC 8" ABC	2.5" SURF. AC 8" ABC	3" SURF. AC 10" ABC	2.5" SURF. AC 2.5" INTERM. AC 8" ABC	3" SURF. AC 3" INTERM. AC 8" ABC	3" SURF. AC 4" INTERM. AC 10" ABC	3" SURF. AC 4" INTERM. AC 10" ABC	4	2" SURF. AC 7" INTERM. AC
EQUIVALENT FULL ASPHALT DEPTH	4.0 in.	4.7 in.	5.2 in.	5.2 in.	6.3 in.	7.7 in.	8.7 in.	10.3 in.	10.3 in.	N/A	9 in.

* PAVEMENT REPAIR PATCH TO BE USED FOR ALL TOWN STREETS REGARDLESS OF STREET CLASSIFICATION.
REPAIRS ON NCDOT STREETS WOULD FOLLOW NCDOT PAVEMENT REPAIR STD. 654.01 (2" SURFACE AC, 11" BASE AC).

Next Steps

- Staff to update pavement designs as recommended
- Add details for multi-use path, alley, and thoroughfares
- Projects approved on/after May 1, 2019 would be required to follow new pavement design.
- A more comprehensive update of all standard details is anticipated later in 2019 for Council consideration (roadway, bike/ped/transit, stormwater).

Questions?

Town of Garner
Town Council Meeting
Agenda Form

Meeting Date: March 19, 2019		
Subject: Capital Projects Status Report		
Location on Agenda: Old/New Business		
Department: Engineering		
Contact: Chris Johnson, Town Engineer		
Presenter: Chris Johnson, Town Engineer		
<p>Brief Summary:</p> <p>Staff has developed a project status report that provides information related to Town capital projects, NCDOT STIP projects, and NCDOT Resurfacing projects. Staff intends to update this report on a quarterly basis so Council members, interdepartmental staff, and other stakeholders may remain up to date on current projects, design/construction schedules, and other relevant project data. This report will also provide better awareness of projects by NCDOT around the Town of Garner.</p>		
<p>Recommended Motion and/or Requested Action:</p> <p>Receive as information.</p>		
Detailed Notes:		
Funding Source:		
Cost:	One Time: <input type="radio"/>	Annual: <input type="radio"/> No Cost: <input checked="" type="radio"/>
Manager's Comments and Recommendations:		
Attachments Yes: <input type="radio"/> No: <input checked="" type="radio"/>		
Agenda Form Reviewed by:	Initials:	Comments:
Department Head:	CJ	
Finance Director:		
Town Attorney:		
Town Manager:	RD	
Town Clerk:		



Town of Garner
Engineering Department
Town Engineer: Chris Johnson, PE
Project Status Report
 DATE:03/14/19

PROJECT NUMBER	PROJECT NAME	FROM	TO	PROJECT DESCRIPTION	PROJECT LENGTH (MILES)	PERCENT COMPLETE	STUDY (S) / DESIGN (D) / CONSTRUCTION (C)	PUBLIC MEETING DATES	RIGHT OF WAY ACQUISITION	ADVERTISE FOR BIDS	CONTRACT AWARD	CONTRACT COMPLETION	PROJECT COST ESTIMATE	FUNDING SOURCE(S)	CONSULTANT/CONTRACTOR	CONTACT
CAPITAL STREET PROJECTS																
1	NEW RAND ROAD IMPROVEMENTS	400 FEET SOUTH OF US 70	GARNER ROAD	PARTIAL WIDENING AT US 70 INTERSECTION AND INSTALLATION OF SIDEWALK ALONG WEST SIDE OF NEW RAND ROAD	0.16	75%	(D)	TBD	50%	SPRING 2019	SUMMER 2019	LATE 2019	\$2,500,000	2013 BOND	KIMLEY HORN AND ASSOCIATES	CHRIS JOHNSON (919-773-4420)
2	GARNER ROAD SIDEWALKS	NEW RAND ROAD	SENIOR CENTER	INSTALL SIDEWALKS ALONG NORTH SIDE OF ROAD AND ADD PEDESTRIAN RAILROAD CROSSING	0.11	75%	(D)	TBD	SUMMER 2019	SUMMER 2019	FALL 2019	LATE 2019		2013 BOND	KIMLEY HORN AND ASSOCIATES	CHRIS JOHNSON (919-773-4420)
3	WHITE OAK ROAD HEBRON CHURCH ROAD ACKERMAN ROAD	BRYAN ROAD WHITE OAD ROAD HEBRON CHURCH ROAD	BATTLE FIELD DRIVE CLIFFORD ROAD BRYAN ROAD	CONVERT EXISTING INTERSECTION TO PARTIAL DUAL LANE ROUNDABOUT	0.36	20%	(D)	05/08/18 TBD TBD	FALL 2019	FALL 2019	WINTER 2019	FALL 2020	\$1,500,000	LAPP/TOWN SPLIT (75/25)	ARCADIS	CHRIS JOHNSON (919-773-4420)
4	JONES SAUSAGE ROAD - NORTH	AMAZON SOUTHERN BOUNDARY	GARNER ROAD	WIDEN FROM 2 LANE TO 4 LANE DIVIDED SECTION WITH RAISED GRASS MEDIAN AND SIDEWALK ALONG BOTH SIDES	0.63	0%	(D)	TBD	TBD	TBD	TBD	TBD	\$7,500,000	UNFUNDED	TBD	CHRIS JOHNSON (919-773-4420)
5	JONES SAUSAGE ROAD - SOUTH	GARNER ROAD	US 70	WIDEN FROM 2 LANE TO 4 LANE DIVIDED SECTION WITH RAISED GRASS MEDIAN AND SIDEWALK ALONG BOTH SIDES - GRADE SEPARATION	0.39	0%	(S)	TBD	TBD	TBD	TBD	TBD	TBD	UNFUNDED	TBD	CHRIS JOHNSON (919-773-4420)
CAPITAL SIDEWALK PROJECTS																
6	SPRING DRIVE/ VANDORA SPRINGS ROAD	VANDORA SPRINGS ROAD SPRING DRIVE	VANDORA SPRINGS ROAD 500 FEET SOUTH OF 7TH AVENUE	INSTALL SIDEWALK ALONG SOUTH/WEST SIDE OF SPRING DRIVE INSTALL SIDEWALK ALONG WEST SIDE OF VANDORA SPRINGS ROAD	0.72	75%	(D)	TBD	WINTER 2018	SPRING 2019	SUMMER 2019	LATE 2019	\$810,000	BOND	RAMEY KEMP & ASSOCIATES	CHRIS JOHNSON (919-773-4420)
7	VANDORA SPRINGS ROAD	TIFFANY CIRCLE	TIMBER DRIVE	INSTALL SIDEWALK ALONG SOUTH SIDE OF TIMBER DRIVE	0.24	7%	(D)	TBD	WINTER 2018	SPRING 2019	SUMMER 2019	LATE 2019	\$1,150,000	BOND	RAMEY KEMP & ASSOCIATES	CHRIS JOHNSON (919-773-4420)
11	TIMBER DRIVE CONNECTORS	BLANTON STREET HARTH DRIVE	STOWE PLACE 400 FT WEST OF CHAPWITH ROAD	INSTALL SIDEWALK ALONG SOUTH SIDE OF TIMBER DRIVE	0.69	25%	(D)	TBD	SPRING 2019	SUMMER 2019	WINTER 2020	LATE 2020	\$406,690	LAPP/TOWN SPLIT (80/20)	SEPI ENGINEERING	CHRIS JOHNSON (919-773-4420)
8	GARNER ROAD	VANDORA WEST SUBDIVISION	WESTON ROAD	INSTALL SIDEWALK ALONG NORTH SIDE OF GARNER ROAD	0.17	0	(D)	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
9	AVERSBORO ROAD	YMCA ENTRANCE	SUMMERS WALK SUBDIVISION	INSTALL SIDEWALK ALONG WEST SIDE OF AVERSBORO ROAD INSTALL PEDESTRIAN CROSSING AT OLD SCARBOROUGH ROAD INTERSECTION WITH FLASHING LEDS AND ADVANCED SIGNAGE	0.03	0	(D)	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
10	BRYAN ROAD	WCPS SITE	ACKERMAN ROAD	INSTALL SIDEWALK ALONG EAST SIDE OF BRYAN ROAD	0.07	0	(D)	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
UTILITY PROJECTS																
12	US 70 TO WHITE OAK CREEK SEWER	CAMELOT SUBDIVISION	US 70	EXTEND 12"/24" GRAVITY SEWER MAIN	0.76	95%	(D)	TBD	EARLY 2019	SPRING 2019	SUMMER 2019	LATE 2019	\$650,000	UTILITY RESERVE AND COR REIMBURSEMENT	THE WOOTEN COMPANY	EILEEN NAVARETTE (919-996-3480)
TOWN FACILITY PROJECTS																
13	GARNER RECREATION CENTER	N/A	N/A	INSTALLATION OF PARKS AND RECREATION FACILITY, INCLUDING PARKING LOT, MULTI-USE PLAYFIELD, AND LANDSCAPING/LIGHTING	N/A	80%	(C)	N/A	N/A	WINTER 2016	SUMMER 2016	SPRING 2019	\$10,600,000	2013 BOND	CLARK PATTERSON LEE/PRO CONSTRUCTION	CHRIS JOHNSON (919-773-4420)
14	DOWNTOWN ENHANCEMENTS / RAND MILL ROAD AND MAIN STREET STREETScape	EAST MAIN STREET	N/A	INSTALLATION OF CURB AND GUTTER ALONG RAND MILL ROAD WITH SIDEWALK WEST SIDE, INTERSECTION AND STREETScape IMPROVEMENTS AT EAST MAIN STREET	0.10	90%	(D)	N/A	N/A	SPRING 2019	SUMMER 2019	LATE 2019	\$600,000	2013 BOND	KIMLEY HORN AND ASSOCIATES	CHRIS JOHNSON (919-773-4420)
15	TOWN HALL UNDERGROUND UTILITIES (AVERSBORO ROAD AND 7TH AVENUE)	JUST SOUTH OF 5TH AVENUE VANDORA SPRINGS ROAD	7TH AVENUE AVERSBORO ROAD	UNDERGROUND ALL OVERHEAD DISTRIBUTION POWER AND TELECOMMUNICATION LINES	0.18	0%	(C)	N/A	N/A	N/A	N/A	SUMMER 2019	\$550,000	GENERAL FUND	DUKE ENERGY/CHARTER/AT&T	CHRIS JOHNSON (919-773-4420)
16	US 401 LIGHTING	SOUTH OF OLD STAGE ROAD	SOUTH OF MECHANICAL BOULEVARD	INSALLATION OF FIBERGLASS POLES WITH LED LIGHTS ALONG BOTH SIDES OF THE ROADWAY	0.60	10%	(D)	N/A	N/A	N/A	N/A	TBD	TBD	GENERAL FUND	DUKE ENERGY	CHRIS JOHNSON (919-773-4420)
17	HIGHWAY 70 LIGHTING	YEARGAN ROAD	I-40	INSALLATION OF FIBERGLASS POLES WITH LED LIGHTS ALONG BOTH SIDES OF THE ROADWAY	3.13	10%	(D)	N/A	N/A	N/A	N/A	TBD	TBD	2013 BOND	DUKE ENERGY	CHRIS JOHNSON (919-773-4420)
OTHER PROJECTS																
18	2019 STORMWATER PROJECTS	N/A	N/A	STORMWATER IMPROVEMENTS (JUNCTION BLVD, FOREST RIDGE DR, TARPLEY WAY, AND MEADOWBROOK DR)	N/A	0%	(D)	TO BE DETERMINED					\$1,220,000	UNFUNDED	MCADAMS	CHRIS JOHNSON (919-773-4420)
19	PAVEMENT CONDITION SURVEY	N/A	N/A	EVALUATE PAVEMENT CONDITION OF TOWN STREETS AND DEVELOP PRIORITIZATION OF STREET MAINTENANCE OVER NEXT 10 YEARS UTILIZING RESURFACING AND OTHER PRESERVATION TOOLS.	N/A	95%	(S)	N/A	N/A	N/A	N/A	N/A	\$81,880	GENERAL FUND	THE KERCHER GROUP	CHRIS JOHNSON (919-773-4420)
20	2019 RESURFACING CONTRACT	VARIOUS	VARIOUS	RESURFACING CONTRACT WITH XX STREETS	2.00	0%	(C)	N/A	N/A	03/13/19	04/16/19	SUMMER 2019	\$495,000	2019 OPERATIONS BUDGET	TBD	CHRIS JOHNSON (919-773-4420)
21	2019 PRESERVATION CONTRACT	VARIOUS	VARIOUS	PRESERVATION CONTRACT WITH YY STREETS	16.00	25%	(D)	N/A	N/A	SUMMER 2019	SUMMER 2019	FALL 2019	\$330,000	2019 OPERATIONS BUDGET	TBD	CHRIS JOHNSON (919-773-4420)



Town of Garner
Engineering Department
Town Engineer: Chris Johnson, PE
Project Status Report
 DATE:03/14/19

PROJECT NUMBER	PROJECT NAME	FROM	TO	PROJECT DESCRIPTION	PROJECT LENGTH (MILES)	PERCENT COMPLETE	STUDY (S) / DESIGN (D) / CONSTRUCTION (C)	PUBLIC MEETING DATES	RIGHT OF WAY ACQUISITION	ADVERTISE FOR BIDS	CONTRACT AWARD	CONTRACT COMPLETION	PROJECT COST ESTIMATE	FUNDING SOURCE(S)	CONSULTANT/CONTRACTOR	CONTACT
<u>NCDOT STIP PROJECTS</u>																
22	NC-540 (R-2721)	NC 55	US 401	6 LANE FREEWAY ON NEW LOCATION	9.28	25%	(D)	TBD	2019/2020	2020	2020	2023		NCDOT	BLYTHE/LANE/WSP/LOCHNER	DENNIS JERNIGAN (919-707-2705)
23	NC-540 (R-2828)	US 401	I-40	6 LANE FREEWAY ON NEW LOCATION	7.80	25%	(D)	TBD	2019/2020	2020	2020	2023		NCDOT	BLYTHE/LANE/WSP/LOCHNER	DENNIS JERNIGAN (919-707-2705)
24	NC-540 (R-2829)	I-40	US 64	6 LANE FREEWAY ON NEW LOCATION	10.80	0%	(D)	TBD	2026/2027	2028	2028	2031		NCDOT	TBD	DENNIS JERNIGAN (919-707-2705)
25	JONES SAUSAGE ROAD (U-6099)	EAST GARNER ROAD	I-40	WIDEN TO 4 LANE DIVIDED WITH SIDEWALK ON BOTH SIDES	1.00	95%	(D)	N/A	EARLY 2019	APRIL 2019	MAY 2019	LATE 2019/EARLY 2020		NCDOT	WITHERS & RAVENEL, INC.	BEN UPSHAW (919-220-4600)
26	US 401 WIDENING (U-5302)	SOUTH OF OLD STAGE ROAD	SOUTH OF MECHANICAL BOULEVARD	WIDEN FROM 4 LANE TO 6 LANE DIVIDED SECTION WITH RAISED GRASS MEDIAN AND SIDEWALK ALONG BOTH SIDES	1.15	75%	(D)	08/16/18	SPRING 2019	2020	2020	2021/2022		NCDOT	AECOM	BEN UPSHAW (919-220-4600)
27	US70/NC 50 BRIDGE REPLACEMENT (B-4654)	WEST OF CIRCLE DRIVE	MAIN STREET	REPLACE BRIDGE WITH BETTERMENTS (LIGHTING, RAIL, MEDALLIONS), AND SIDEWALKS BOTH SIDES, RAMP MODIFICATIONS WITH NEW SIGNALS	0.41	85%	(D)	02/15/18	WINTER 2019	JUNE 2019	2019	2021		NCDOT	AECOM	TIERRE PETERSON (919-707-6488)
28	US 70/TIMBER DRIVE/HAMMOND RD (U-5744)	MECHANICAL BOULEVARD	TIMBER CROSSING MAIN ENTRANCE	CONVERSION OF US 70/TIMBER DRIVE INTERSECTION TO A CONTINUOUS FLOW INTERSECTION	1.10	??	(D)	03/27/18	SUMMER 2019	NOVEMBER 2020	DECEMBER 2020	2022		NCDOT	HDR ENGINEERING	BEN UPSHAW (919-220-4600)
29	US 401 WIDENING (U-5746)	TEN TEN ROAD (SR 1010)	WAKE TECHNICAL COMMUNITY COLLEGE	WIDEN FROM 4 LANE TO 6 LANE DIVIDED SECTION WITH RAISED GRASS MEDIAN AND SIDEWALK ALONG BOTH SIDES	0.83	65%	(D)	TBD	2019	JUNE 2020	JULY 2020	2022		NCDOT	TBD	
30	NEW BETHEL CHURCH ROAD BRIDGE REPLACEMENT (B-5237)	N/A	N/A	REPLACE BRIDGE OVER MAHLER'S CREEK	N/A	100%	(D)	TBD	LATE 2018 / EARLY 2019	JUNE 2018	JULY 2018	APRIL 29, 2020		NCDOT	DANE CONSTRUCTION	TIERRE PETERSON (919-707-6488)
31	RAYNOR ROAD (SR 2555) BRIDGE REPLACEMENT (B-5326)	N/A	N/A	REPLACE BRIDGE OVER WHITE OAK CREEK	0.29	90%	(D)	TBD	APRIL 2019	MARCH 2019	APRIL 2019	2020		NCDOT	WSP (ROADWAY), NCDOT (BRIDGE)	TIERRE PETERSON (919-707-6488)
32	US 70/VANDORA SPRINGS BRIDGE REPLACEMENT (B-5681)	N/A	N/A	REPLACE BRIDGE OVER US 70	N/A	??	(D)	TBD	TBD	MARCH 2022	APRIL 2022	2024		NCDOT	DEWBERRY (ROADWAY), TBD (BRIDGE)	TIERRE PETERSON (919-707-6488)
33	VANDORA SPRINGS/NC RAILROAD GRADE SEPARATION (P-5738)	N/A	N/A	CONSTRUCT GRADE SEPARATION AND CLOSE CROSSING	N/A	??	(D)	TBD	TBD	TBD	TBD	TBD		NCDOT	TBD	MATTHEW SIMMONS (919-707-4117)
34	US 401 WIDENING (U-6116)	SIMPKINS ROAD	MECHANICAL BOULEVARD	WIDEN FROM 4 LANE TO 6 LANE DIVIDED SECTION WITH RAISED GRASS MEDIAN AND SIDEWALK ALONG BOTH SIDES	2.00	??	(D)	TBD	2027	TBD	TBD	TBD		NCDOT	MEAD & HUNT	BEN UPSHAW (919-220-4600)
<u>NCDOT MAINTENANCE PROJECTS</u>																
35	GARNER ROAD	GROVE CREEK LANE	NC 50	MILL 1.5" AND INSTALL 1.5" ASPHALT OVERLAY	1.92	0%	(C)	N/A	N/A	EARLY 2019	EARLY 2019	LATE 2019		NCDOT	TBD	NCDOT MAINTENANCE UNIT
36	WESTON ROAD	MEADOWBROOK DRIVE	GARNER ROAD	MILL 1.5" AND INSTALL 1.5" ASPHALT OVERLAY	0.94	0%	(C)	N/A	N/A	EARLY 2019	EARLY 2019	LATE 2019		NCDOT	TBD	NCDOT MAINTENANCE UNIT
37	CLIFFORD ROAD	NEW BETHEL CHURCH ROAD	HEBRON CHURCH ROAD	1.5" ASPHALT OVERLAY	1.06	0%	(C)	N/A	N/A	EARLY 2019	EARLY 2019	LATE 2019		NCDOT	TBD	NCDOT MAINTENANCE UNIT
38	NEW BETHEL CHURCH ROAD	BENSON ROAD	JOHNSTON COUNTY LINE	1.5" ASPHALT OVERLAY	3.75	0%	(C)	N/A	N/A	EARLY 2019	EARLY 2019	LATE 2019		NCDOT	TBD	NCDOT MAINTENANCE UNIT
39	RAYNOR ROAD	WHITE OAK ROAD	US 70	1.5" ASPHALT OVERLAY	1.75	0%	(C)	N/A	N/A	EARLY 2019	EARLY 2019	LATE 2019		NCDOT	TBD	NCDOT MAINTENANCE UNIT
40	WOODLAND ROAD	TIMBER DRIVE	VANDORA SPRINGS ROAD	1.5" ASPHALT OVERLAY	0.65	0%	(C)	N/A	N/A	EARLY 2019	EARLY 2019	LATE 2019		NCDOT	TBD	NCDOT MAINTENANCE UNIT
41	AUBURN KNIGHTDALE ROAD	US 70	BATTLE BRIDGE ROAD	1.5" ASPHALT OVERLAY	2.86	0%	(C)	N/A	N/A	EARLY 2019	EARLY 2019	LATE 2019		NCDOT	TBD	NCDOT MAINTENANCE UNIT
42	CROWDER ROAD/SAULS ROAD	RAND ROAD	NC 42	FULL DEPTH PATCHING AND 1.5" ASPHALT OVERLAY	4.77	0%	(C)	N/A	N/A	EARLY 2019	EARLY 2019	LATE 2019		NCDOT	TBD	NCDOT MAINTENANCE UNIT
43	GIPSON POND	GIPSON DRIVE, SANDRA STREET		FULL DEPTH PATCHING AND 1.25" ASPHALT OVERLAY	0.25	0%	(C)	N/A	N/A	EARLY 2019	EARLY 2019	LATE 2019		NCDOT	TBD	NCDOT MAINTENANCE UNIT
44	MECHANICAL BOULEVARD	US 401	GARNER ROAD	MILL 1.5" AND INSTALL 1.5" ASPHALT OVERLAY	0.15	0%	(C)	N/A	N/A	EARLY 2020	EARLY 2020	LATE 2020		NCDOT	TBD	NCDOT MAINTENANCE UNIT
45	MECHANICAL BOULEVARD/ OLD MECHANICAL COURT	US 70	EAST OF MCCORMICK STREET	MILL 1.5" AND INSTALL 2" ASPHALT OVERLAY	0.38	0%	(C)	N/A	N/A	EARLY 2020	EARLY 2020	LATE 2020		NCDOT	TBD	NCDOT MAINTENANCE UNIT
46	GREENFIELD DRIVE	NORTH OF WATERFIELD RIDGE PLACE	JUST NORTH OF US 70W ON RAMP	MILL 1.5" AND INSTALL 1.5" ASPHALT OVERLAY	0.28	0%	(C)	N/A	N/A	EARLY 2021	EARLY 2021	LATE 2021		NCDOT	TBD	NCDOT MAINTENANCE UNIT
47	NOTTINGHAM FOREST SUBDIVISION	FERN FOREST DRIVE, ASHWOOD DRIVE, SHADYWOOD LANE, CEDARBROOK CT, CANDLELIGHT OAKS LANE		1" ASPHALT OVERLAY	2.97	0%	(C)	N/A	N/A	EARLY 2021	EARLY 2021	LATE 2021		NCDOT	TBD	NCDOT MAINTENANCE UNIT
48	TRYON ROAD	US 401	EAST OF MCCORMICK STREET	MILL 1.5" AND INSTALL 1.5" ASPHALT OVERLAY	1.36	0%	(C)	N/A	N/A	EARLY 2022	EARLY 2022	LATE 2022		NCDOT	TBD	NCDOT MAINTENANCE UNIT
49	STAGECREST SUBDIVISION	STAGECREST DRIVE		1" ASPHALT OVERLAY	1.00	0%	(C)	N/A	N/A	EARLY 2022	EARLY 2022	LATE 2022		NCDOT	TBD	NCDOT MAINTENANCE UNIT

Reports



PUBLICSTUFF

garner info

BOARD REPORT

Id	Title	Description	Current Status	Address	Date Created
5385300	Misc. - Streets	This utility box was exposed by the builders while working on the sidewalks at Preakness Place Subdivision. The site manager is failing to correct the problem despite homeowner request. Located on Oakton Ridge Place, between Sheldon Place and Preakness Place.	In Progress		12/30/2018
5459649	Pothole/ Pavement Repair	The street gutter at the end of our driveway is cracking and coming up in peices. We will soon just have a big hole and non drivable driveway. Requesting for repair. Please contact Mike @ 602-295-7895. Thank you.	In Progress	1405 Buckingham Rd, Garner	1/16/2019
5462061	Pothole/ Pavement Repair	Pothole at intersection	In Progress	1-101 Saint Marys St, Garner	1/16/2019
5475272	Pothole/ Pavement Repair	Pothole on side of road	In Progress	1010 Meadowbrook Dr, Garner	1/18/2019
5500042	Animal Concern - Non Emergency	at least six feral cats running amok back and forth from houses behind me and houses across street from me. they are constantly fighting (occasionally bleeding on my back deck), urinating on (spraying) my car's wheels, and making all kinds of noises in the middle of the night just outside my window which disrupt my sleep and work my dogs into a frenzy. they also continue to mate just multiplying the problem.	In Progress	145 Parkhaven Ln, Garner	1/24/2019
5552087	Neighborhood Speeding	In the last week I have observed 2 different cars, on 2 different occasions pass someone in the turn lane. The person they are passing appears to be going to speed limit. The person passing is not only speeding, but also doing so in the turn lane. Both time happened btw 9-9:30am.	In Progress	300 W Garner Rd, Garner	2/6/2019
5576505	Construction Without Permit	The construction company that built Preakness Place dug out this utility box in my yard and refused to fix this. This is unsightly and a safety issue.	In Progress	154 Belmont Ridge Dr, Garner	2/12/2019
5666850	Misc. - Streets	Abandoned vehicle	Received	1232 US-70, Garner	3/4/2019

Memorandum

To: Rodney Dickerson, Town Manager
From: Pam Wortham, Finance Director
Date: March 12, 2019
Subject: Financial Reports for February 2019
CC: Town Council

Attached is the statement of revenues and expenditures for FY 2019 through February 28, 2019. We are eight months, or about 67% in to the budget year.

The report shows that year-to-date, the Town has collected approximately 68.7% of estimated revenues. Some important analysis of the Town's revenues included:

- Through the end of February, we have collected 96.8% of the budgeted amount of property tax. The remainder is expected to be received as vehicle registrations are renewed.
- Sales tax revenues for July through October are 9.99% higher compared to those months in FY 2018.
- We have collected 53.3% of the budgeted revenue for car tags. The increased fee was not reflected in collections until October 2018.
- The Town's total assessed value on our year-to-date property tax billings is 4.48% higher than this time last year.

Please review the attached Analysis of Revenues for additional information.

Overall, the report shows that the Town expended approximately 61.2% of its budget. At the same point in the previous fiscal year, the Town had spent 62.8% of its budget. Some of the major expenditures so far are:

- Annual dues and subscriptions and several annually contracted services usually are paid at the beginning of the year.
- The Town has made the annual payment for workers' compensation, property and liability insurance.
- The Town has experienced seventeen pay periods (65.3% of all pay periods) year to date and we have expended approximately 61.6% of the budget for personnel.

If you have any questions, please let me know. Thank you.

Town of Garner
Statement of Revenues and Expenditures
For the Period July 1, 2018 - February 28, 2019

FOR INTERNAL USE ONLY

	Budget	Actual	Over (Under) Budget	Percentage of Budget	Actual Prior Year
REVENUES					
Ad valorem taxes	\$ 18,569,806	\$ 17,967,910	\$ (601,896)	96.8%	\$ 17,154,057
Other taxes and licenses	6,846,875	2,928,300	(3,918,575)	42.8%	2,667,420
Intergovernmental revenues	3,334,967	1,488,375	(1,846,592)	44.6%	1,443,240
Permits and fees	2,278,716	1,868,353	(410,363)	82.0%	1,809,417
Sales and services	573,573	343,532	(230,041)	59.9%	301,933
Investment earnings	410,000	328,360	(81,640)	80.1%	179,765
Other revenues	169,590	167,343	(2,247)	98.7%	116,528
Other Financing Sources	4,353,534	26,608	(4,326,926)	0.6%	17,480
Proceeds from issuance of debt		-	-	0.0%	-
Transfers in		-	-	0.0%	-
Appropriated fund balance		-	-	0.0%	-
Total Revenues	\$ 36,537,061	\$ 25,118,779	\$ (11,418,282)	68.7%	\$ 23,689,840
EXPENDITURES					
Governing body	\$ 337,286	\$ 219,166	(118,120)	65.0%	\$ 302,482
Administration	1,568,382	976,975	(591,407)	62.3%	859,248
Finance	910,012	573,130	(336,882)	63.0%	526,549
Economic development	307,414	196,757	(110,657)	64.0%	264,179
Economic incentives	70,000	-	(70,000)	0.0%	-
Planning	789,190	468,803	(320,387)	59.4%	411,848
Inspections	1,126,151	623,960	(502,191)	55.4%	578,240
Engineering	610,780	417,858	(192,922)	68.4%	385,009
Information technology	586,697	541,061	(45,636)	92.2%	284,094
Police	7,933,622	5,118,907	(2,814,716)	64.5%	5,776,559
Fire services	3,408,021	2,344,868	(1,063,153)	68.8%	2,053,079
Public works	8,692,590	4,664,203	(4,028,387)	53.7%	4,412,533
Parks and recreation	2,255,050	1,291,753	(963,297)	57.3%	1,226,927
Debt service	3,717,729	3,521,823	(195,906)	94.7%	3,441,647
Special appropriations	1,358,208	1,038,122	(320,086)	76.4%	1,012,786
Capital Outlay - VERT	463,967	369,866	(94,101)	79.7%	-
Transfers out	2,401,962	-	(2,401,962)	0.0%	-
Contingency	-	-	-	0.0%	-
Total expenditures	\$ 36,537,061	\$ 22,367,252	\$ (14,169,809)	61.2%	\$ 21,535,180
Revenues over Expenditures	\$ -	\$ 2,751,527	\$ 2,751,527		\$ 2,154,660

Town of Garner
 Analysis of Major Revenues
 For the Period July 1, 2018 Through February 28, 2019

Property Tax Collections <i>(collections compared to budget)</i>	Through Month Ending		
	2/28/2019	2/28/2018	
Collections--Current Year	\$ 17,967,910	\$ 17,100,433	
Collection % Budget	97.43%	97.23%	
Collection % Value/Levy (both DMV & Wake County)	103.67%	98.37%	
Property Tax Billings (from Wake County & DMV)	Through Month Ending		
	2/28/2019	2/28/2018	
Real Property	\$2,896,345,048	\$2,777,319,789	
Personal Property	219,266,615	203,660,399	
Public Service Property	133,018,450	132,723,662	
Vehicles	160,109,749	148,786,345	
			Percent Change
Total	\$3,408,739,862	\$3,262,490,195	4.48%
Sales Tax Distributions	Through Month Ending		
	2/28/2019	2/28/2018	% Change
Sales Taxes	\$2,808,649	\$2,553,535	9.99%
<i>Sales taxes distributed through 2/28 represent sales tax paid by consumers in July-November 2018.</i>			
Building Permit Fees	Through Month Ending		
	2/28/2019	2/28/2018	% Change
Fees Collected	\$1,008,381	\$710,180	41.99%
PRCR Fees	Through Month Ending		
	2/28/2019	2/28/2018	% Change
Recreation Fees	\$144,864	\$127,050	14.02%
Facility Rentals	\$150,629	\$142,594	5.63%

Town of Garner
 Selected Balance Sheet accounts
 As of February 28, 2019

FOR INTERNAL USE ONLY

		General
ASSETS		
Cash in Bank	\$	1,715,563
Petty cash and change funds		1,961
NC Cash Management Trust investments		22,026,116
PFM Investments		9,917,384
Police Asset Forfeiture account		45,757
Receivables & Inventory (excluding Taxes & Assessments)		58,380
	\$	33,765,161
LIABILITIES		
Accounts Payable	\$	361,598
Bonds on deposit for Planning/Engineering		90,330
Rental Deposits		13,960
Deferred Revenue		61,068
	\$	526,956
Current Year Revenues to date	\$	25,118,779
Current Year Expenditures to date		(22,367,252)
Restricted Fund Balance July 1		859,287
Committed Fund Balance July 1		8,147,054
Unrestricted Fund Balance		21,480,337
	\$	33,238,206

**Building Activity by Type and Proposed Use for
Report Beginning: 02/01/2019 to Report Ending: 02/28/2019**

Addition

Proposed Use	Number of Units	Construction Value	Intown Value
DECK	2	\$7,500.00	\$4,500.00
GARAGE DETACHED	1	\$11,000.00	\$11,000.00
SINGLE FAMILY DWELLIN	1	\$32,000.00	\$32,000.00
Total	4	\$50,500.00	\$47,500.00

Alteration

Proposed Use	Number of Units	Construction Value	Intown Value
BUSINESS/OFFICE	4	\$315,000.00	\$315,000.00
COLLOCATION TOWER	1	\$15,000.00	\$0.00
MERCANTILE/RETAIL	1	\$80,000.00	\$80,000.00
RESTAURANT	2	\$146,000.00	\$146,000.00
SINGLE FAMILY DWELLIN	1	\$40,000.00	\$40,000.00
SOLAR SYSTEM (RES)	4	\$101,667.00	\$101,667.00
STORAGE/WAREHOUSE	1	\$1,500.00	\$1,500.00
Total	14	\$699,167.00	\$684,167.00

Demolition

Proposed Use	Number of Units	Construction Value	Intown Value
MERCANTILE/RETAIL	1	\$40,000.00	\$40,000.00
Total	1	\$40,000.00	\$40,000.00

Electrical

Proposed Use	Number of Units	Construction Value	Intown Value
BUSINESS/OFFICE	3	\$6,140.00	\$3,786.00
CHANGE OF SERVICE	1	\$2,650.00	\$2,650.00
CHURCH/RELIGIOUS	2	\$2,946.00	\$500.00
DUPLEX	1	\$350.00	\$0.00
ELECTRICAL SERVICE REC	2	\$6,750.00	\$6,500.00
SINGLE FAMILY DWELLIN	2	\$7,776.00	\$7,776.00

STORAGE/WAREHOUSE	2	\$7,800.00	\$1,000.00
TEMP POLE	1	\$300.00	\$0.00
Total	14	\$34,712.00	\$22,212.00

Mechanical

Proposed Use	Number of Units	Construction Value	Intown Value
DUCTWORK	2	\$4,500.00	\$2,700.00
GAS FUEL LINE	3	\$2,050.00	\$900.00
MECHANICAL REPLACEME	26	\$162,154.00	\$142,302.00
Total	31	\$168,704.00	\$145,902.00

New Building

Proposed Use	Number of Units	Construction Value	Intown Value
BUSINESS/OFFICE	1	\$26,000.00	\$26,000.00
FACTORY INDUSTRIAL	1	\$4,000,000.00	\$4,000,000.00
MODULAR HOME/UNIT	1	\$189,513.00	\$0.00
SINGLE FAMILY DWELLIN	13	\$2,214,036.00	\$2,214,036.00
TOWNHOME	2	\$255,965.00	\$255,965.00
Total	18	\$6,685,514.00	\$6,496,001.00

New Structure

Proposed Use	Number of Units	Construction Value	Intown Value
COMMERCIAL SIGN	1	\$11,500.00	\$11,500.00
RESIDENTIAL STORAGE	1	\$4,278.00	\$4,278.00
Total	2	\$15,778.00	\$15,778.00

Plumbing

Proposed Use	Number of Units	Construction Value	Intown Value
GAS HOT WATER HEATER	1	\$2,703.00	\$2,703.00
IRRIGATION	1	\$650.00	\$650.00
PLUMBING	2	\$17,102.00	\$17,102.00
Total	4	\$20,455.00	\$20,455.00

Repair

Proposed Use	Number of Units	Construction Value	Intown Value
DUPLEX	1	\$92,500.00	\$0.00
SINGLE FAMILY DWELLIN	3	\$44,117.00	\$44,117.00
Total	4	\$136,617.00	\$44,117.00

Sum

Total Number of Permits	92
Total Construction Value	\$7,851,447.00
Total Intown Value	\$7,516,132.00

Permit #:	2190049	Inside Town Limits Yes	
Issue date:	2/7/2019	Census tract:	PIN#: 1720-39-6242
Lot#:		Subdivision: N/A	Total cost: \$130,000.00
PropAddress:	166 CABELA DRIVE		
Owner's	JERSEY MIKE	Owner's Phone:	732-859-4504
Contractor	LC CONSTRUCTION OF ATLANTA INC	Contractor's Phone:	678-640-8273
Type of Improvement:	Alteration	Proposed Use	RESTAURANT
Permit #:	2190106	Inside Town Limits Yes	
Issue date:	2/7/2019	Census tract:	PIN#: 1619-92-9504
Lot#:	122	Subdivision: OAK PARK	Total cost: \$176,736.00
PropAddress:	187 GUNDERSON LANE		
Owner's	ROYAL OAKS BUILDING GROUP	Owner's Phone:	919-233-3886
Contractor	ROYAL OAKS BUILDING GROUP, LLC	Contractor's Phone:	919-233-3886
Type of Improvement:	New Building	Proposed Use	SINGLE FAMILY DWELLIN
Permit #:	2190107	Inside Town Limits Yes	
Issue date:	2/7/2019	Census tract:	PIN#: 0699-16-0521
Lot#:	45	Subdivision: MCCULLERS WALK	Total cost: \$125,742.00
PropAddress:	176 MISTY PIKE DRIVE		
Owner's	HALLE	Owner's Phone:	919-387-1885
Contractor	RYAN HOMES	Contractor's Phone:	703-956-4000
Type of Improvement:	New Building	Proposed Use	TOWNHOME
Permit #:	2190108	Inside Town Limits Yes	
Issue date:	2/7/2019	Census tract:	PIN#: 0699-16-0500
Lot#:	46	Subdivision: MCCULLERS WALK	Total cost: \$130,223.00
PropAddress:	172 MISTY PIKE DRIVE		
Owner's	HALLE	Owner's Phone:	919-387-1885
Contractor	RYAN HOMES	Contractor's Phone:	703-956-4000
Type of Improvement:	New Building	Proposed Use	TOWNHOME
Permit #:	2190109	Inside Town Limits Yes	
Issue date:	2/7/2019	Census tract:	PIN#: 0699-05-9817
Lot#:	60	Subdivision: MCCULLERS WALK	Total cost: \$172,739.00
PropAddress:	156 AMBER ACORN AVENUE		
Owner's	HALLE	Owner's Phone:	919-387-1885
Contractor	RYAN HOMES	Contractor's Phone:	703-956-4000
Type of Improvement:	New Building	Proposed Use	SINGLE FAMILY DWELLIN

Permit #:	2190110	Inside Town Limits Yes	
Issue date:	2/7/2019	Census tract:	PIN#: 0699-06-7222
Lot#:	92	Subdivision: MCCULLERS WALK	Total cost: \$143,747.00
PropAddress:	111 INDIGO DUSK WAY		
Owner's	HALLE	Owner's Phone:	919-387-1885
Contractor	RYAN HOMES	Contractor's Phone:	703-956-4000
Type of Improvement:	New Building	Proposed Use	SINGLE FAMILY DWELLIN

Permit #:	2190111	Inside Town Limits Yes	
Issue date:	2/7/2019	Census tract:	PIN#: 0699-06-7127
Lot#:	93	Subdivision: MCCULLERS WALK	Total cost: \$165,437.00
PropAddress:	107 INDIGO DUSK WAY		
Owner's	HALLE	Owner's Phone:	919-387-1885
Contractor	RYAN HOMES	Contractor's Phone:	703-956-4000
Type of Improvement:	New Building	Proposed Use	SINGLE FAMILY DWELLIN

Permit #:	2190131	Inside Town Limits Yes	
Issue date:	2/11/2019	Census tract:	PIN#: 1730-20-2823
Lot#:		Subdivision: N/A	Total cost: \$250,000.00
PropAddress:	263 HEIN DRIVE		
Owner's	SIGMA REALTY LLC	Owner's Phone:	919-796-0947
Contractor	OWNER	Contractor's Phone:	
Type of Improvement:	Alteration	Proposed Use	BUSINESS/OFFICE

Permit #:	2190137	Inside Town Limits Yes	
Issue date:	2/13/2019	Census tract:	PIN#: 1629-15-3625
Lot#:	83	Subdivision: CLIFFORD GROVE	Total cost: \$166,810.00
PropAddress:	268 AXIS DEER LANE		
Owner's	D.R. HORTON INC	Owner's Phone:	919-407-2037
Contractor	D.R. HORTON, INC.	Contractor's Phone:	919-407-2037
Type of Improvement:	New Building	Proposed Use	SINGLE FAMILY DWELLIN

Permit #:	2190138	Inside Town Limits Yes	
Issue date:	2/13/2019	Census tract:	PIN#: 1629-15-1543
Lot#:	86	Subdivision: CLIFFORD GROVE	Total cost: \$167,264.00
PropAddress:	256 AXIS DEER LANE		
Owner's	D.R. HORTON INC	Owner's Phone:	919-407-2037
Contractor	D.R. HORTON, INC.	Contractor's Phone:	919-407-2037
Type of Improvement:	New Building	Proposed Use	SINGLE FAMILY DWELLIN

Permit #:	2190140	Inside Town Limits Yes	
Issue date:	2/14/2019	Census tract:	PIN#: 1711-25-6584
Lot#:	11	Subdivision: VANDORA WEST	Total cost: \$170,000.00
PropAddress:	149 VANDORA HILLS PLACE		
Owner's	KELLYS CROSSING DEVELOPER, LLC.	Owner's Phone:	(919)810-2945
Contractor	SMITH DOUGLAS HOMES	Contractor's Phone:	919-812-0350
Type of Improvement:	New Building	Proposed Use	SINGLE FAMILY DWELLIN
Permit #:	2190143	Inside Town Limits No	
Issue date:	2/20/2019	Census tract:	PIN#: 1700-39-1089
Lot#:		Subdivision: N/A	Total cost: \$189,513.00
PropAddress:	5925 OLD STAGE ROAD		
Owner's	CAROL BOWEN	Owner's Phone:	919-559-2341
Contractor	HOMES BY VANDERBILT	Contractor's Phone:	919-718-2760
Type of Improvement:	New Building	Proposed Use	MODULAR HOME/UNIT
Permit #:	2190144	Inside Town Limits Yes	
Issue date:	2/14/2019	Census tract:	PIN#: 1711-34-0636
Lot#:	40	Subdivision: VANDORA WEST	Total cost: \$170,000.00
PropAddress:	106 COVINGTON CHASE COURT		
Owner's	KELLYS CROSSING DEVELOPER, LLC.	Owner's Phone:	(919)810-2945
Contractor	SMITH DOUGLAS HOMES	Contractor's Phone:	919-812-0350
Type of Improvement:	New Building	Proposed Use	SINGLE FAMILY DWELLIN
Permit #:	2190146	Inside Town Limits Yes	
Issue date:	2/19/2019	Census tract:	PIN#: 1619-92-6331
Lot#:	22	Subdivision: OAK PARK	Total cost: \$148,996.00
PropAddress:	104 EDMER LANE		
Owner's	ROYAL OAKS BUILDING GROUP, LLC.	Owner's Phone:	(919)233-3886
Contractor	ROYAL OAKS BUILDING GROUP, LLC	Contractor's Phone:	919-233-3886
Type of Improvement:	New Building	Proposed Use	SINGLE FAMILY DWELLIN
Permit #:	2190147	Inside Town Limits Yes	
Issue date:	2/19/2019	Census tract:	PIN#: 1619-93-8144
Lot#:	8	Subdivision: OAK PARK	Total cost: \$164,340.00
PropAddress:	148 GUNDERSON LANE		
Owner's	ROYAL OAKS BUILDING GROUP, LLC.	Owner's Phone:	(919)233-3886
Contractor	ROYAL OAKS BUILDING GROUP, LLC	Contractor's Phone:	919-233-3886
Type of Improvement:	New Building	Proposed Use	SINGLE FAMILY DWELLIN

Permit #:	2190149	Inside Town Limits Yes	
Issue date:	2/18/2019	Census tract:	PIN#: 1711-25-6854
Lot#:	14	Subdivision: VANDORA WEST	Total cost: \$135,261.00
PropAddress:	1248 CURTISS DRIVE		
Owner's	KELLYS CROSSING DEVELOPER, LLC.	Owner's Phone:	(919)810-2945
Contractor	SMITH DOUGLAS HOMES	Contractor's Phone:	919-812-0350
Type of Improvement:	New Building	Proposed Use	SINGLE FAMILY DWELLIN
Permit #:	2190150	Inside Town Limits Yes	
Issue date:	2/18/2019	Census tract:	PIN#: 0699-06-5254
Lot#:	16	Subdivision: MCCULLERS WALK	Total cost: \$253,769.00
PropAddress:	144 MISTY PIKE DRIVE		
Owner's	HALLE BUILDING GROUP	Owner's Phone:	(919)387-1885
Contractor	RYAN HOMES	Contractor's Phone:	703-956-4000
Type of Improvement:	New Building	Proposed Use	SINGLE FAMILY DWELLIN
Permit #:	2190151	Inside Town Limits Yes	
Issue date:	2/19/2019	Census tract:	PIN#: 1619-92-9426
Lot#:	123	Subdivision: OAK PARK	Total cost: \$178,937.00
PropAddress:	195 GUNDERSON LANE		
Owner's	ROYAL OAKS BUILDING GROUP, LLC.	Owner's Phone:	(919)233-3886
Contractor	ROYAL OAKS BUILDING GROUP, LLC	Contractor's Phone:	919-233-3886
Type of Improvement:	New Building	Proposed Use	SINGLE FAMILY DWELLIN
Permit #:	2190162	Inside Town Limits Yes	
Issue date:	2/22/2019	Census tract:	PIN#: 1721-50-3460
Lot#:		Subdivision: N/A	Total cost: \$4,000,000.00
PropAddress:	1000 EAST GARNER ROAD		
Owner's	S.T. WOOTEN CORPORATION	Owner's Phone:	252-290-5912
Contractor	S.T. WOOTEN	Contractor's Phone:	919-291-5165
Type of Improvement:	New Building	Proposed Use	FACTORY INDUSTRIAL