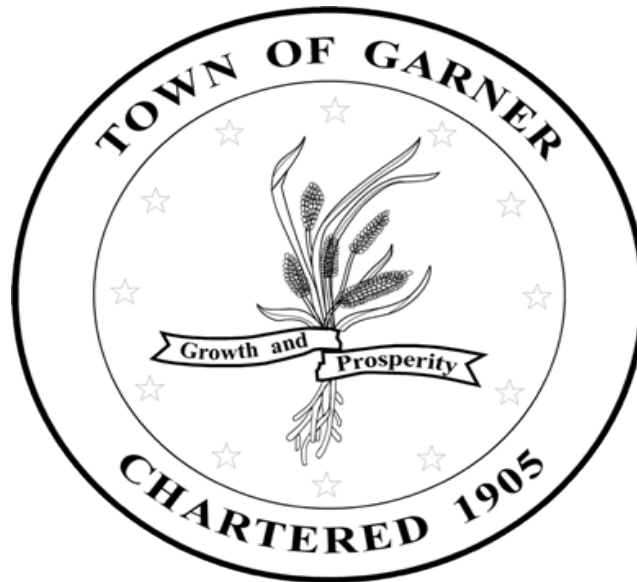


# TOWN OF GARNER



## TOWN COUNCIL MEETING

MAY 16, 2017  
7:00 P.M.

Garner Police Department  
Training Room  
912 7th Avenue  
Garner, NC

**Town of Garner**  
**Town Council Meeting Agenda**  
**May 16, 2017**

*Dinner will be served for town officials in the Conference Room at 6:15 p.m.*

The Council will meet in regular session at 7:00 p.m. in the Garner Police Department Training Room located at 912 7<sup>th</sup> 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: Council Member Ken Marshburn

- C. INVOCATION: Council Member 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 take action or deliberate on 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. Recognition of CALEA Re-Accreditation and Proclamation recognizing Police Week..... Page 4

Presentation of Commission on Accreditation for Law Enforcement Agencies (CALEA) re-accreditation certificate by Apex Police Department Chief John Lettney to Chief Brandon Zuidema. Also presentation of Proclamation recognizing May 15-21, 2017 as Police Week.

- 2. Proclamation recognizing National Put on Purple Day for Lupus Awareness..... Page 6

Presentation of Proclamation recognizing May 19, 2017 as National Put on Purple Day for Lupus Awareness.

- 3. Proclamation recognizing National Public Works Week..... Page 8

Presentation of Proclamation recognizing May 21-27, 2017 as National Public Works Week.

G. CONSENT

*All items on the Consent Agenda are considered routine, to be enacted by one motion and without discussion. If a member of the governing body requests discussion of an item, the item will be removed from the Consent Agenda and considered separately.*

1. Council Meeting Minutes ..... Page 10  
Presenter: Stella Gibson, Town Clerk

Council Meeting Minutes from the April 17, 2017 Special Meeting, April 18, 2017 and May 1, 2017 Regular Meetings and Closed Session Minutes from April 17, 2017 and April 18, 2017.

Action: Adopt Minutes

2. Annexation Petition ANX-17-02, Preakness Place ..... Page 22  
Presenter: David Bamford, Senior Planner

Resolution to set Public Hearing for contiguous annexation of 16.12 acres on New Rand Road.

Action: Adopt Resolution (2017) 2320

3. Road Closing SC-17-01, Purser Drive ..... Page 26  
Presenter: David Bamford, Senior Planner

Resolution to set Public Hearing for closure of Purser Drive between 902 Purser Drive and 100 Rupert Road.

Action: Adopt Resolution (2017) 2321

H. PUBLIC HEARINGS

I. NEW/OLD BUSINESS

1. Main Street Streetscape Improvements Project – Design Services ..... Page 30  
Presenter: Tony Chalk, Town Engineer

Agreement with Kimley-Horn & Associates to provide design services for the Main Street Streetscape Improvements Project.

Action: Authorize Execution of Agreement for \$65,500

- 2. Main Street Streetscape Improvements Project – Surveying ..... Page 47  
Presenter: Tony Chalk, Town Engineer

Agreement with RWK to provide surveying services as part of the Main Street Streetscape Improvements Project.

Action: Authorize Execution of Agreement for \$2,200

J. COMMITTEE REPORTS

K. MANAGER REPORTS

- 1. garner info
- 2. Finance Report
- 3. Building & Permit Report
- 4. Town Hall Updates

L. ATTORNEY REPORTS

M. COUNCIL REPORTS

N. ADJOURNMENT

Town of Garner  
Town Council Meeting  
Agenda Form

Meeting Date: May 16, 2017		
Subject: CALEA Re-Accreditation and Proclamation Recognizing Police Week		
Location on Agenda: Presentations		
Department: Police		
Contact: Chief Brandon Zuidema		
Presenter: Chief Brandon Zuidema		
<b>Brief Summary:</b>  Presentation of Commission on Accreditation for Law Enforcement Agencies (CALEA) re-accreditation certificate by Apex Police Department Chief John Lettney to Chief Brandon Zuidema. Also presentation of Proclamation recognizing May 15-21, 2017 as Police Week.		
<b>Recommended Motion and/or Requested Action:</b> No Action; Presentation Only		
<b>Detailed Notes:</b> The Garner Police Department has been accredited through CALEA since 1994. The Law Enforcement Accreditation Program was the first credentialing program established by CALEA. It was originally developed to address what was seen as a need to enhance law enforcement as a profession. That mission continues today with accreditation options for law enforcement agencies. This year the Garner Police Department applied for and was awarded the opportunity to participate in the Gold Standard Assessment. This type of assessment works to measure the impact of accreditation as opposed to simply confirming compliance through a file-by file review.		
Funding Source:		
Cost:	One Time:	Annual: <input type="radio"/>
		No Cost: <input checked="" type="radio"/>
<b>Manager's Comments and Recommendations:</b> I applaud the Police Department for their commitment and contribution to the Garner community.		
Attachments Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>		
Agenda Form Reviewed by:	Initials:	Comments:
Department Head:	BVZ	
Finance Director:		
Town Attorney:		
Town Manager:	RD	
Town Clerk:		

**PROCLAMATION**

**PEACE OFFICERS' MEMORIAL DAY  
POLICE WEEK IN GARNER**

**WHEREAS**, The Congress and President of the United States, through Public Law 87-726 signed by President John F. Kennedy in 1962, proclaimed May 15<sup>th</sup> as National Peace Officers Memorial Day and the calendar week in which May 15<sup>th</sup> falls, as National Police Week; and

**WHEREAS**, Public Law 103-322, signed by President William Clinton in 1994, directs that the flag of the United States on all Government buildings be displayed at half-staff on May 15<sup>th</sup> of each year; and

**WHEREAS**, the members of the Garner Police Department play an essential role in safeguarding the rights and freedoms of the Town of Garner; and

**WHEREAS**, it is important that all citizens know and understand the duties, responsibilities, hazards, and sacrifices of their law enforcement agency, and that members of our law enforcement agency recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression; and

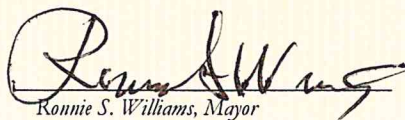
**WHEREAS**, the men and women of the Garner Police Department unceasingly provide a vital public service.

**NOW THEREFORE**, I Ronnie S. Williams, Mayor of the Town of Garner, North Carolina, do call upon all citizens of the Town of Garner and upon all patriotic, civic and educational organizations to observe the Week of May 15-21, 2017, as National Police Week with appropriate ceremonies and observances in which all of our people may join in commemorating law enforcement officers, past and present, who by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to their communities and, in so doing, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens.

**FURTHER**, I call upon all citizens of Garner to observe May 15, 2017 as Peace Officers' Memorial Day in honor of those law enforcement officers who, through their courageous deeds, have made the ultimate sacrifice in service to their community or have become disabled in the performance of duty, and let us recognize and pay respect to the survivors of our fallen heroes.



*In Witness Whereof, I have hereunto set my hand and caused the Great Seal of the Town of Garner, North Carolina, to be affixed the 2<sup>nd</sup> day of May, 2017.*

  
Ronnie S. Williams, Mayor

Town of Garner  
Town Council Meeting  
Agenda Form

Meeting Date: May 16, 2017		
Subject: Proclamation Recognizing Lupus Awareness		
Location on Agenda: Presentations		
Department: Administration		
Contact: Stella Gibson, Town Clerk		
Presenter: Council		
Brief Summary: Proclamation recognizing May 19, 2017 as National Put on Purple Day for Lupus Awareness.		
Recommended Motion and/or Requested Action: No Action; Presentation Only		
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: N/A		
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:		

## PROCLAMATION

**WHEREAS**, lupus is an unpredictable and misunderstood autoimmune disease that ravages different parts of the body; it is difficult to diagnose, hard to live with and a challenge to treat; and

**WHEREAS**, lupus can affect any part of the body, including skin, lungs, kidney and brain; it can also cause seizures, strokes, heart attacks, miscarriages and organ failure; and

**WHEREAS**, lupus can be particularly difficult to diagnose because its symptoms are similar to those of many other illnesses, and major gaps exist in understanding the causes and consequences; and

**WHEREAS**, more than half of all people with lupus take four or more years, and visit three or more doctors, before obtaining a diagnosis; and

**WHEREAS**, while lupus strikes women mostly women of childbearing age, no one is safe from the disease; African-Americans, Hispanics/Latinos, Asians and Native Americans are two to three times more likely to develop lupus; and

**WHEREAS**, 53,000 North Carolinians are affected by lupus.

**WHEREAS**, early diagnosis and proper treatments are critical to the improvement of the quality of life and survival rate of Lupus sufferers; and

**WHEREAS**, increased public awareness, education, and research are key to winning the battles against Lupus.


**NOW, THEREFORE I**, Ronnie S. Williams, Mayor, do hereby proclaim May 19, 2017 as National Put on Purple Day for

## **LUPUS AWARENESS**

and encourage citizens to learn more about Lupus and to support programs of research, education, and community service.



*In Witness Whereof, I have hereunto set my hand  
And caused the Great Seal of the Town of Garner,  
North Carolina to be affixed the 16<sup>th</sup> day of May, 2017.*

  
Mayor Ronnie S. Williams



Town of Garner  
Town Council Meeting  
Agenda Form

Meeting Date: April 18, 2017		
Subject: Proclamation Recognizing National Public Works Week		
Location on Agenda: Presentations		
Department: Public Works		
Contact: Forrest Jones, Public Works Director		
Presenter: Forrest Jones, Public Works Director		
Brief Summary: Proclamation recognizing May 21-27, 2017 as National Public Works Week.		
Recommended Motion and/or Requested Action: No Action; Presentation Only		
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: I applaud Public Works for their hard work and commitment in improving the overall appearance of the Town.		
Attachments Yes: <input checked="" type="radio"/> No: <input type="radio"/>		
Agenda Form Reviewed by:	Initials:	Comments:
Department Head:	FJ	
Finance Director:		
Town Attorney:		
Town Manager:	RD	
Town Clerk:		

# ***PROCLAMATION***

***WHEREAS***, public works services provided in our community are an integral part of our citizens' everyday lives; and

***WHEREAS***, the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as water, sewers, streets, public buildings, solid waste collection and snow removal; and

***WHEREAS***, the health, safety and comfort of this community greatly depend on these facilities and services; and

***WHEREAS***, the quality and effectiveness of these facilities, as well as their planning, design and construction are vitally dependent upon the efforts and skill of public works personnel; and

***WHEREAS***, the efficiency of the qualified and dedicated personnel who staff public works departments is materially influenced by the people's attitude and understanding of the importance of the work they perform.

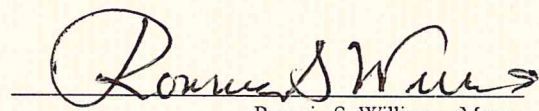
***NOW, THEREFORE***, I, Ronnie S. Williams, Mayor of the Town of Garner, do hereby proclaim the week of May 21-27, 2017 as

## ***NATIONAL PUBLIC WORKS WEEK***

in the Town of Garner, and call upon all citizens and civic organizations to acquaint themselves with the issues involved in providing our public works services and to recognize the contributions which public works officials make every day to our health, safety, comfort, and quality of life.



In Witness Whereof, I have hereunto set my hand and caused the Great Seal of the Town of Garner, North Carolina, to be affixed the 9<sup>th</sup> day of May, 2017.

  
Ronnie S. Williams, Mayor

Town of Garner  
Town Council Meeting  
Agenda Form

Meeting Date: May 16, 2017		
Subject: Council Meeting Minutes		
Location on Agenda: Consent		
Department: Administration		
Contact: Stella Gibson, Town Clerk		
Presenter: Stella Gibson, Town Clerk		
Brief Summary:  Adopt Council Meeting Minutes from the April 17, 2017 Special Meeting, the April 18, 2017 and May 1, 2017 Regular Meetings and Closed Session Minutes from April 17, 2017 and April 18, 2017.		
Recommended Motion and/or Requested Action: Adopt Minutes		
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 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 Special Meeting Minutes  
April 17, 2017**

The Council met in a Special Meeting at 7:00 p.m. on Monday, April 17, 2017 in the Town Hall Meeting Room located at 914 7<sup>th</sup> Avenue, Garner, NC.

**CALL MEETING TO ORDER/ROLL CALL**

Present: Mayor Ronnie Williams, Mayor Pro Tem Kathy Behringer, Council Member Ken Marshburn and Council Member Buck Kennedy and Council Member Gra Singleton. Council Member Jackie Johns was absent.

**CLOSED SESSION**

Pursuant to N.C. General Statutes Section 143-318.11(a)(6) to discuss “the qualifications, competence, performance, character, fitness, or conditions of appointment of an individual public officer or employee.”

Motion: Behringer  
Second: Marshburn  
Vote: Unanimous

**RETURN TO REGULAR SESSION AND ADJOURN: 8:59 p.m.**

Motion: Marshburn  
Second: Kennedy  
Vote: Unanimous

**Town of Garner  
Town Council Meeting Minutes  
April 18, 2017**

The Council met in regular session at 7:00 p.m. in the Garner Police Department Training Room located at 912 7<sup>th</sup> Avenue.

**CALL MEETING TO ORDER/ROLL CALL:**

Mayor Ronnie Williams, Mayor Pro Tem Kathy Behringer, Council Member Buck Kennedy, Council Member Ken Marshburn, Council Member Gra Singleton arrived at 7:38 p.m., and Council Member Jackie Johns was absent.

Staff Present: Rodney Dickerson-Town Manager, John Hodges-Asst. Town Manager-Development Services, Matt Roylance-Asst. Town Manager-Operations, Pam Wortham-Finance Director, Rick Mercier-Communications Manager, Jeff Triezenberg-Interim Planning Director, David Bamford-Senior Planner, Jenny Saldi-Senior Planner, Jonathan Ham-Asst. Town Engineer, Michael Gammon-Budget & Special Projects Manager, William E. Anderson-Town Attorney, and Stella Gibson-Town Clerk.

**PLEDGE OF ALLEGIANCE:** Rodney Dickerson

**INVOCATION:** Rodney Dickerson

**PETITIONS AND COMMENTS**

**ADOPTION OF AGENDA**

Mr. Dickerson requested to add the following items to the agenda:

- (1) Presentations – Credit Rating
- (2) New/Old Business – Audit Contract Revision and Update on Furniture for Town Hall

Motion: Singleton  
Second: Marshburn  
Vote: Unanimous

**PRESENTATIONS**

**Proclamation Recognizing Building Safety Month**

Presenter: Tony Beasley, Inspections Director

Proclamation recognizing May as National Building Safety Month.

**GRA Plan of Work**

Presenter: Mari Howe, Downtown Development Director

Representatives from the Garner Revitalization Association presented the organization's finalized 2017 Plan of Work. The presentation included key initiatives from Downtown Garner's Community Engagement, Event Planning, Historic Preservation, and Development teams.

### **Credit Rating**

Presenter: Rodney Dickerson, Town Manager

Mr. Dickerson reported Moody's Investors Service upgraded the Town's credit rating from Aa2 to Aa1. This will help the Town obtain better interest rates and terms for future borrowings and bond issuances.

### **CONSENT**

#### **Council Meeting Minutes**

Presenter: Stella Gibson, Town Clerk

Council Meeting Minutes from the January 31, 2017 and February 28, 2017 Work Sessions, Regular Meeting minutes from March 21, 2017 and April 3, 2017, and Closed Session Minutes from January 31, 2017.

Action: Adopt Minutes

#### **Ordinance Amending FY16/17 Operating Budget**

Presenter: Pam Wortham, Finance Director

Request to use Unappropriated Fund Balance to pay for costs for the payment to Wake County for Station 4. During the preparation of the FY 2016-17 budget for Fire Services, we noted that the payment would be "paid from FY 2015-16 savings". In FY 16, there were payments budgeted for a fire truck. Of that budgeted amount, \$50,966 was unexpended, and is now rolled into Fund Balance. The amount needed for the FY 17 Station 4 payment is \$30,500.

Action: Adopt Ordinance (2017) 3854

#### **PRCR Reorganization of Cultural Arts and Events Team**

Presenter: Sonya Shaw, PRCR Director

The PRCR Department presented a proposed reorganization of the Cultural Arts and Events Team at the March 28, 2017 Work Session. Requested changes are approximately \$2,400 and will be covered with existing year lapse salary.

Action: Authorize Reorganization and Staffing Changes

#### **Request of Wake County to Appoint Plat Review Officers**

Presenter: Jeff Triezenberg, Planning Director

Request of Wake County Board of Commissioners to amend the authorized list of plat review officers to add Jonathan Ham, David Bamford and Jeff Triezenberg. Mr. Ham, Mr. Bamford and Mr. Triezenberg will join Tony Chalk, who is currently the only authorized plat review officer for the Town.

Action: Adopt Resolution (2017) 2319

**Agency Funding/Programming Partners Agreements Approved in FY 2016-17 Budget**

Presenter: Michael Gammon, Budget & Special Projects Manager

Following budget adoption, agreements were prepared and forwarded to each of the agencies receiving appropriations for the FY 2016/17 budget year. Garner Area Ministries was approved for funding of \$3,898. Due to a clerical error, they received \$3,398. This authorization seeks to provide Garner Area Ministries with the additional \$500 of approved funding.

Action: Authorize Execution of Agreement

Motion: Kennedy  
Second: Behringer  
Vote: Unanimous

**PUBLIC HEARINGS**

**NEW/OLD BUSINESS**

Southeast Area Study (SEAS) Endorsement

Presenters: Jeff Triezenberg, Planning Director & Alex Rickard, CAMPO Deputy Director

Mr. Rickard of The Capital Area Metropolitan Planning Organization (CAMPO) reported the Southeast Area Study which includes all or part of eleven municipalities and portions of Wake and Johnston counties was complete. This study updates CAMPO's overall Comprehensive Transportation Plan and produced project priorities for the Town of Garner to be included in the next Metropolitan Transportation Plan.

Action: Support of New SEAS Determined Projects within the next CAMPO MTP

Motion: Behringer  
Second: Singleton  
Vote: Unanimous

**Thompson Road Sidewalk Improvements Project**

Presenter: Jonathan Ham, Assistant Town Engineer

Mr. Ham stated the Town received bids for the installation of a sidewalk, turn lane, curb & gutter, and storm drain along Thompson Road from Timber Drive to the end of the existing sidewalk near Briar Rose Lane. Four Bids were received and the low bid was from Hollins Construction at \$342,892; 2% above the engineer's estimate.

Action: Authorize Execution of Contract with Hollins Construction Services, Inc. for \$342,892

Motion: Marshburn

Second: Singleton  
Vote: Unanimous

**Lake Benson Stormwater Control Measures & Parking Lot Addition Project**

Presenter: Jonathan Ham, Assistant Town Engineer

Mr. Ham stated the Town received bids for the installation of a bio-retention cell and additional gravel parking at Lake Benson Park. Three bids were received and the low bid was from SAL Construction Company at \$95,430; approximately 30% below the engineer's estimate.

Action: Authorize Execution of Contract with SAL Construction Company for \$95,430

Motion: Kennedy  
Second: Singleton  
Vote: Unanimous

**Stormwater Infrastructure Assessment 2017 Project**

Presenter: Tony Chalk, Town Engineer

Mr. Ham stated a Request For Qualifications (RFQ) was developed for GIS and engineering service for the Town's 2017 stormwater infrastructure assessment. WithersRavenel was found to have the most relevant project experience and presented a cost of \$72,000 for the proposed work. This is less than 3% above the project budget.

Action: Authorize Execution of Contract with WithersRavenel for \$72,000

Motion: Kennedy  
Second: Behringer  
Vote: Unanimous

**Bond Update**

Presenter: Michael Gammon, Budget & Special Projects Manager

A brief overview was provided regarding the status of the bond program, specifically changes and updates from the last report. The Bond Project Tracking Report was included in the agenda package.

Action: Report Only; No Action Required

**Audit Contract Revision**

Presenter: Pam Wortham, Finance Director

Ms. Wortham explained a revision of the audit contract with Martin & Starnes was needed to include an additional amount of \$1,500 for Single Audit review. The total contract with the revision is \$35,300.

Action: Approve additional amount of \$1,500 for Single Audit review



Motion: Singleton  
Second: Marshburn  
Vote: Unanimous

**Town Hall Furniture**

Presenter: John Hodges, Assistant Town Manager-Development Services

Mr. Hodges requested to remove the cap placed on the amount previously approved for purchasing furniture for the new Town Hall and let the existing project stand.

Action: Authorize expenditures within the construction budget for furniture not to exceed the budgeted amount of \$240,000

Motion: Singleton  
Second: Marshburn  
Vote: Unanimous

**COMMITTEE REPORTS**

**MANAGER REPORTS**

- garner info
- Finance Report
- Building & Permitting Report
- Employee Pancake Breakfast is scheduled for April 27 from 7:00 to 9:00 a.m. at the Senior Center
- Advised Council of a mid-year funding request approved for the Garner Veteran’s Memorial Association in the amount of \$500.

**ATTORNEY REPORTS**

**COUNCIL REPORTS**

Behringer

- Congratulated Jeff Triezenberg on his promotion to Planning Director.
- Invited citizens to apply to serve on Town Boards/Committees.

Marshburn

- Asked if the Town was providing a resource center for the residents of Forest Hills Apartments. Mr. Dickerson advised the County set up a center in the Forest Hills Clubhouse which is open during the day and a room has been reserved at the Library in the evenings. These centers are open two times each week and are on-going.
- Reported receiving notice the City of Raleigh Public Utilities will be raising the base charges for water/sewer by 2.8% to provide funding for infrastructure improvements.

Kennedy

- Appreciated the presentation by Alex Rickard, CAMPO Deputy Director, as it gave great insight to the capabilities of the organization.

- Applauded the efforts of GRA and the initiatives they presented.

Williams

- Reported the Garner-Cleveland Record was no longer being inserted in the Sunday/Wednesday newspaper. Mr. Mercier will investigate.

Council Member Singleton stated Council Member Johns was absent from the meeting due to health reasons.

### **CLOSED SESSION**

Pursuant to N.C. General Statutes Section 143-318.11(a)(6) “to discuss the qualifications, competence, performance, character, fitness, or conditions of appointment of an individual public officer or employee.”

**RETURN TO REGULAR SESSION AND ADJOURNMENT:** 9:26 p.m.

DRAFT

**Town of Garner  
Town Council Meeting Minutes  
May 1, 2017**

The Council met in regular session at 7:00 p.m. in the Garner Police Department Training Room located at 912 7<sup>th</sup> Avenue.

**CALL MEETING TO ORDER/ROLL CALL:**

Present: Mayor Ronnie Williams, Council Member Jackie Johns, Council Member Buck Kennedy, Council Member Ken Marshburn, and Council Member Gra Singleton. Mayor Pro Tem Kathy Behringer was absent.

Staff Present: Rodney Dickerson -Town Manager, John Hodges, Asst. Town Manager-Development Services, Matt Roylance-Asst. Town Manager-Operations, Rick Mercier-Communications Manager, Jeff Triezenberg-Planning Director, David Bamford-Senior Planner, Michael Gammon-Budget & Special Projects Manager, William E. Anderson-Town Attorney, and Stella Gibson-Town Clerk.

**PLEDGE OF ALLEGIANCE:** Boy Scout Troop 10

**INVOCATION:** Council Member Jackie Johns

**PETITIONS AND COMMENTS**

**ADOPTION OF AGENDA**

Motion: Marshburn  
Second: Johns  
Vote: Unanimous

**PRESENTATIONS**

**CONSENT**

**Town of Garner Strategic Communications Plan**  
Presenter: Rick Mercier, Communications Manager

The Strategic Communications Plan puts forth goals, objectives and initiatives meant to span the next several years. It partially supersedes the existing Strategic and Crisis Communications Plan, although the policies in that earlier plan will be retained and remain in effect.

Action: Approval of final draft text for publication

Motion: Johns  
Second: Singleton  
Vote: Unanimous

**PUBLIC HEARINGS**

## **Public Hearing on FY 2017-18 Recommended Budget**

Presenter: Michael Gammon, Budget & Special Projects Manager

Town Council and the general public were provided an opportunity for discussion and input related to the FY 2017-18 recommended budget. The recommended budget is currently available for review on the Town's website, at Town Hall, and at the Southeast Regional Library.

Mr. Dickerson thanked the Budget Team for their work on preparing the recommended budget.

Mr. Dickerson stated during the budget process, staff was mindful of key budget priorities:

- Manage new and existing operational costs.
- Utilize technology and tools to improve service and workplace efficiency.
- Provide comprehensive benefits to retain and attract high-performing personnel.
- Enhance capital planning process and funding strategy

An overview of the budget consists of:

- Total requested budget: \$34,369,744
- Increase of \$3,660,455 over FY 2016/17 adopted budget (\$30,709,289)
- Requests included \$1,750,850 of decision packages (requests for 18 full time equivalent positions)
- Non-vehicle related debt increase of \$331,623
- Cost of existing personnel increase of \$1M
- Line item increases of over \$500,000

Mayor Williams opened the public hearing and asked Mr. Gammon to provide the staff report.

Mr. Gammon provided details of the FY 2017-18 base revenue overview, details of the decision packages, financing sources, and proposed one-time purchases made possible by fuel savings.

Council asked for clarification of several items which will be further discussed during their Special Budget Work Session.

Hearing no further comments, Mayor Williams closed the public hearing.

Action: Receive comments; provide further guidance

## **Annexation Petition ANX-17-01, Withers Road**

Presenter: David Bamford, Senior Planner

Mayor Williams opened the public hearing and asked Mr. Bamford to provide the staff report.

Mr. Bamford explained this request was for a voluntary annexation of a 3.94 tract located at 915 Withers Road. The existing business is seeking this annexation in order to obtain Town water and sewer service.

Hearing no further comments, Mayor Williams closed the public hearing and called for a motion.

Action: Adopt Ordinance (2017) 3855

Motion: Singleton  
Second: Johns  
Vote: Unanimous

## **NEW/OLD BUSINESS**

Zoning Map Amendment Z-17-01, Expanded ETJ Areas  
Presenter: Jeff Triezenberg, Planning Director

It is the intended purpose of this case to establish zoning as opposed to significantly changing the zoning as in a typical re-zoning case. This means that the Town is attempting to keep the zoning status as similar as is possible to the status properties are presently enjoying under the County at the time of this zoning transfer. The existing zones for the expanded ETJ areas are administered by Wake County for a period of 60 days following the acceptance of ETJ or until the Town of Garner establishes new zoning, whichever occurs first.

Mr. Triezenberg reviewed the proposed zoning modifications to 16 properties that were identified after the last public hearing. The Planning Commission unanimously recommended approval of these changes.

Action: Adopt Ordinance (2017) 3856

Motion: Kennedy  
Second: Marshburn  
Vote: Unanimous

### **Purchase of Property on Main Street**

Presenter: William E. Anderson, Town Attorney

The Town has negotiated a proposed contract to purchase the parking lot behind the buildings on Main Street between Purvis Street and Rand Mill Road. This will allow the opportunity for some needed drainage improvements.

Action: Authorize Purchase of Property for \$57,083

Motion: Marshburn  
Second: Johns  
Vote: Unanimous

## **COMMITTEE REPORTS**

## **MANAGER REPORTS**

- garner info
- No new Town Hall updates at this time.

- Mr. Hodges distributed cost estimates for projects located in Garner and identified in the CAMPO Southeast Area Study.
- Mr. Hodges also provided an update on the flooding issue reported at the construction site of Carillon Assisted Living.

## **ATTORNEY REPORTS**

## **COUNCIL REPORTS**

Kennedy

- Thanked staff for the outstanding work on the ETJ project.
- Reported several Council Members and School Board Members met today to discuss Garner transitioning to two high schools, assignment policy, traffic issues in the White Oak area, and timing of Bryan Road Middle School.

Singleton

- Reported he had received calls from residents regarding the traffic at Bryan Road and White Oak Road.
- Thanked staff for their assistance in making the Employee Pancake Breakfast a success.

Marshburn

- Reported Mayor Pro Tem Behringer was absent due to an accident.

Council Member Johns had nothing to report.

**ADJOURNMENT:** 8:11 p.m.

Motion: Johns  
Second: Kennedy  
Vote: Unanimous

Town of Garner  
Town Council Meeting  
Agenda Form

Meeting Date: May 16, 2017		
Subject: Annexation Case # ANX-17-02		
Location on Agenda: Consent		
Department: Planning		
Contact: David Bamford, Senior Planner		
Presenter: David Bamford, Senior Planner		
Brief Summary:  This is a request for annexation of Preakness Place Subdivision on New Rand Road - 43 lots (CUP-SB-15-02)- approved July 7, 2015		
Recommended Motion and/or Requested Action: Adopt Resolution (2017) 2320		
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: N/A		
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

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**TO:** Mayor and Town Council

**FROM:** David Bamford, AICP; Senior Planner

**SUBJECT:** ***ANX-17-02: Preakness Place Subdivision***

**DATE:** May 16, 2017

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**ANNEXATION APPLICATION:** ANX 17-02

**OWNER:** ASG Preakness LLC

**CONTIGUOUS / SATELLITE:** Contiguous

**LOCATION OF PROPERTY:** New Rand Road

**WAKE COUNTY PIN #:** 1710887062

**REAL ESTATE ID #:** 0375132

**AREA:** 16.12 acres

**ZONING:** R-9

**ASSOCIATED DEVELOPMENT PLAN:** Preakness Place – 43 lots (CUP-SB-15-02); approved July 7, 2015

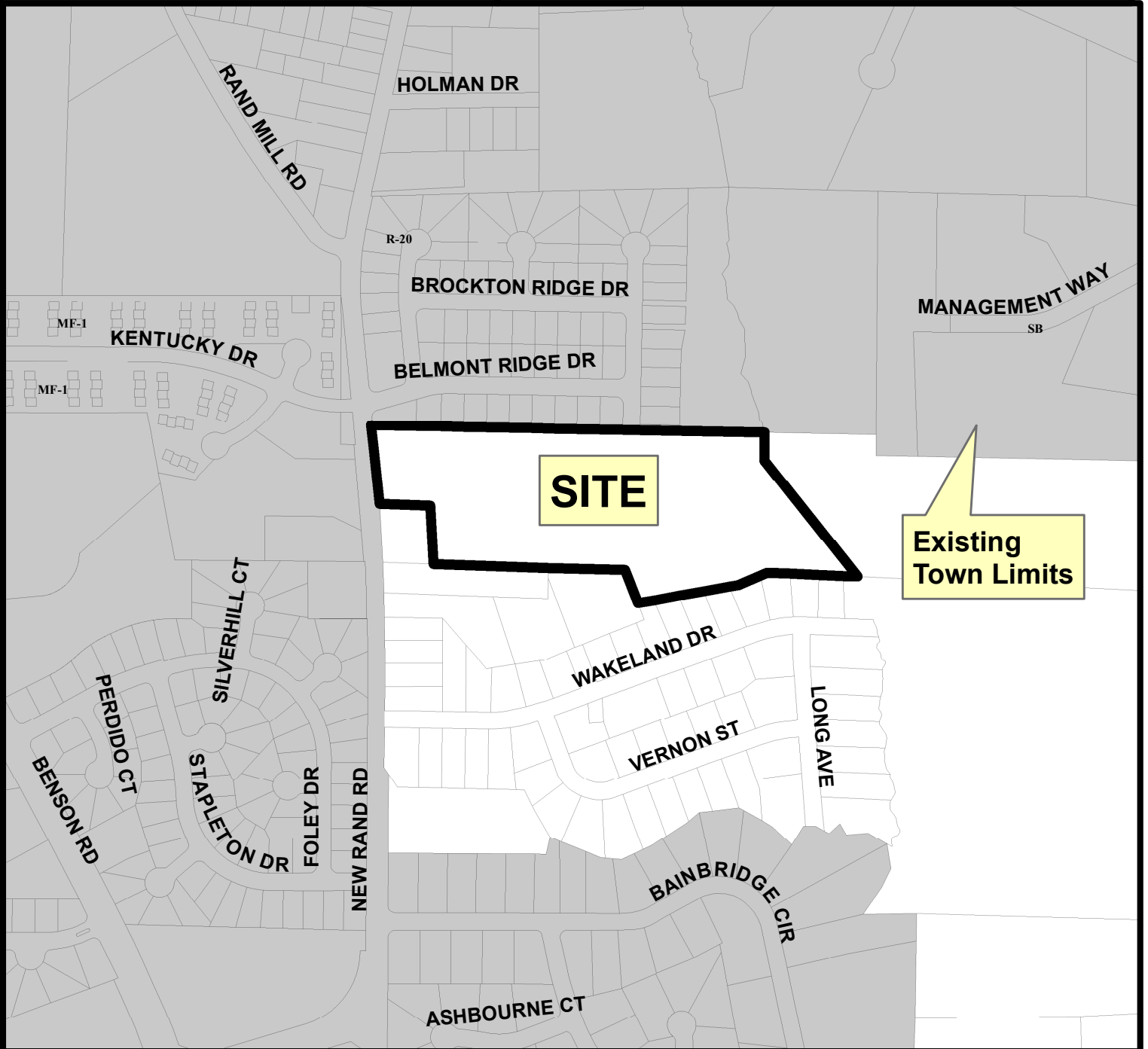
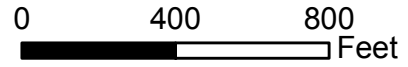
**EXISTING USE:** Under construction

**RECOMMENDATION:** Set Public Hearing for June 20, 2017



**Town of Garner  
Planning Department**

**Annexation  
ANX 17-02**



Property Location: New Rand Road (Preakness Place)  
Property Owner: ASG Preakness LLC  
PIN: 1710887062  
Acreage: 16.12

**GARNER POLICE ZONE:**

RESOLUTION NO. (2017) 2320

**RESOLUTION FIXING DATE OF PUBLIC HEARING ON QUESTION OF ANNEXATION  
PURSUANT TO G.S. 160A-31, AS AMENDED,**

WHEREAS, a petition requesting annexation of the area described herein has 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 petition has been made;

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

Section 1. That a public hearing on the question of annexation of the area described herein will be held at 912 7<sup>th</sup> Avenue in the Police Department Training Room at 7:00 p.m. on the 20<sup>th</sup> day of June, 2017.

Section 2. The area proposed for annexation is described as follows:

(ANX-17-02) Preakness Place Subdivision on New Rand Road - 16.12 acres

Section 3. Notice of said public hearing shall be published in the *Garner-Cleveland Record*, a newspaper having general circulation in the Town of Garner, at least ten (10) days prior to the date of said public hearing.

Duly adopted this 16<sup>th</sup> of May, 2017.

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Ronnie S. Williams, Mayor

ATTEST: \_\_\_\_\_  
Stella L. Gibson, Town Clerk

Town of Garner  
Town Council Meeting  
Agenda Form

Meeting Date: May 16, 2017		
Subject: SC-17-01 - Purser Drive Right of Way Closing		
Location on Agenda: Consent		
Department: Planning		
Contact: David Bamford		
Presenter: David Bamford		
Brief Summary:  This is a request to close the unimproved right of way of Purser Drive at the very end between 902 Purser Drive and 100 Rupert Road		
Recommended Motion and/or Requested Action: Adopt Resolution (2017) 2321		
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: N/A		
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:		



# Town of Garner Road Closing Staff Report

Garner Town Council  
May 16, 2017

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<b>ROAD CLOSING APPLICATION:</b>	SC-17-01
<b>APPLICANT:</b>	Dynamic Properties LLC
<b>OWNERS:</b>	Dynamic Properties LLC
<b>TOWN LIMITS:</b>	Yes
<b>LOCATION:</b>	At very end of Purser Drive- between 902 Purser Drive and 100 Rupert Road
<b>WAKE COUNTY PINS #:</b>	Between 0791965115 and 0791955808
<b>RIGHT OF WAY LENGTH:</b>	60 Feet – Town of Garner
<b>RIGHT OF WAY WIDTH:</b>	306 Feet – Town of Garner
<b>RIGHT OF WAY AREA:</b>	0.42 Acres (18,369 S.F.) – Town of Garner
<b>ASSOCIATED DEVELOPMENT PLANS:</b>	<p>There are no development plans associated with this request. This is an unimproved right of way for Purser Drive that was never built. No physical road exists in this area. With the ETJ area west of the railroad transferred back to the County, Purser Drive will not be extended west across the railroad.</p> <p>The applicant is the owner of both lots on each side of this unimproved right of way. They wish to recombine both lots by removing this right of way.</p>
<b>RECOMMENDATION:</b>	Set Public Hearing for July 5, 2017.

**Town of Garner  
Planning Department**

**SC 17-02  
(Unimproved Right-of-Way Purser Drive)**



Applicant: Dynamic Properties LLC  
Request: Close unused / unimproved right-of-way at end of Purser Drive  
Right of Way: 60 feet wide  
Street length: Approximately 306 feet  
PINs: Between 0791965115 and 0791955808



**Resolution of Intent (2017) 2321**

A Resolution Declaring the Intention of the Town of Garner Town Council to Consider Closing the Right-of-Way at the end of Purser Drive in between 902 Purser Drive and 100 Rupert Road which also dead-ends into the Norfolk / Southern Railway Right of Way

WHEREAS, G.S. 160A-299 authorizes the Town of Garner Town Council to close public streets and alleys; and

WHEREAS, the Town of Garner Town Council considers it advisable to conduct a public hearing for the purpose of giving consideration to closing the right-of-way of the unimproved portion of Purser Drive.

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

(1) A public hearing will be held at the Town Council meeting room at 7:00 p.m. on the 5<sup>th</sup> day of July, 2017 to consider a resolution closing an unimproved portion of Purser Drive.

(2) The Town Clerk is hereby directed to publish this Resolution of Intent once a week for four (4) consecutive weeks in the newspaper of general circulation of the area.

(3) The Town Clerk is further directed to transmit by registered or certified mail to each owner of property abutting upon that portion of said street a copy of this Resolution of Intent.

(4) The Town Clerk is further directed to cause adequate notices of this Resolution of Intent and the scheduled public hearing to be posted as required by G.S. 160A-299.

Adopted this 16<sup>th</sup> day of May, 2017.

\_\_\_\_\_  
Ronnie S. Williams, Mayor

ATTEST:

\_\_\_\_\_  
Stella L. Gibson, Town Clerk

Town of Garner  
Town Council Meeting  
Agenda Form

Meeting Date: May 16, 2017		
Subject: Design Services - Main St. Streetscape Improvements Project		
Location on Agenda: Old/New Business		
Department: Engineering		
Contact: Tony Chalk, Town Engineer		
Presenter: Tony Chalk, Town Engineer		
<b>Brief Summary:</b>  Kimley-Horn & Associates proposes to provide design services for the Main Street Streetscape Improvements Project.		
<b>Recommended Motion and/or Requested Action:</b> Approve the agreement with Kimley-Horn & Associates to perform design work for Streetscape Improvements.		
<b>Detailed Notes:</b> At the August, 2016 work session, staff reviewed all proposed Street and Sidewalk Bond Projects including the Main Street Streetscape project originally budgeted for \$325,000. Council gave approval for staff to develop a scope of services for design as a part of the New Rand Road project engagement. The same firm is being used, however the streetscape project was separated from New Rand Road as it fell under a different practice group. The \$25,000 grant received from legislature in 2016, to assist with downtown improvements, will be used for design fees. The balance will come from the Main Street Streetscape bond project allocation.		
<b>Funding Source:</b> Street and Sidewalk Bond Funds Street and Sidewalk Bond Funds and State Downtown Grant (\$25,000)		
Cost: \$65,500.00	One Time: <input checked="" type="radio"/>	Annual: <input type="radio"/> No Cost: <input checked="" type="radio"/>
<b>Manager's Comments and Recommendations:</b> N/A		
Attachments Yes: <input checked="" type="radio"/> No: <input type="radio"/>		
Agenda Form Reviewed by:	Initials:	Comments:
Department Head:	TC	
Finance Director:		
Town Attorney:		
Town Manager:	RD	
Town Clerk:		

TOWN OF GARNER  
**MEMORANDUM**

TO: Town Council

FROM: Tony Chalk  
Town Engineer

DATE: May 8, 2017

SUBJECT: Design Services  
Main Street Streetscape Improvements Project

Kimley Horn and Associates, Inc. were asked to provide the design services for the Main Street Streetscapes Improvement project and their proposal is attached. The project will include design of the parking lot on the property that was recently purchased at the rear of the Main Street businesses along with curb and gutter and drainage improvements to Rand Mill Road. The total cost of the proposal is \$65,500.

At the August, 2016 work session, staff reviewed all proposed Street and Sidewalk Bond Projects including the Main Street Streetscape project originally budget for \$325,000. Council gave approval for staff to develop a scope of services for design as a part of the New Rand Road project engagement. The same firm is being used, however the streetscape project was separated from New Rand Road as it fell under a different practice group. The \$25,000 grant received from legislature in 2016, to assist with downtown improvements, will be used for design fees. The balance will come from the Main Street Streetscape bond project allocation.

There is also a proposed services agreement with RWK surveying to provide the survey data needed for the project at a cost of \$2,200. Funding for this will come from the same source.





March 9, 2017

Tony Chalk, PE  
Town Engineer  
Town of Garner  
914 7<sup>th</sup> Avenue  
Garner, NC 27529

RE: ***Agreement for Landscape Architectural and Engineering Services – Main Street Streetscape Improvements***

Dear Mr. Chalk:

Kimley-Horn and Associates, Inc. (“Kimley-Horn” or “Consultant”) is pleased to submit this draft Scope of Services to the Town of Garner (“Town” or “Client”) for providing Design Services for The Main Street Streetscape Improvements (the “Project”) located in the Town of Garner, North Carolina.

#### Project Understanding

On Tuesday, January 24, 2017, Kimley-Horn met with members of Town staff to discuss the project. Based on our understanding from that meeting we have developed the attached scope of services document. The services described in this document include the gravel parking lot located at Rand Mill Road and additional improvements to the sidewalk fronting the future Garner Recreation Center. Please review this at your convenience and contact us to discuss.

The purpose of this project is to implement streetscape enhancements for improving vehicular, pedestrian safety, and overall aesthetics within the defined project limits. Town of Garner would like to secure professional engineering and landscape architecture services for the preparation of construction plans for the streetscape improvements within the project limits as identified on the attached Exhibit A.

A. The project limits are defined as follows:

- Bounded west by North Montague Street
- Bounded east by Rand Mill Road
- Bounded south by 112 and 101 Rand Mill Road
- Bounded north by northern limits of Main Street ROW

B. The scope of services under this agreement relates to design and engineering of the following:

- Rand Mill Road at Main Street: Streetscape improvements including new curbing, asphalt overlay, sidewalks, landscaping, pavement striping, and trash enclosure from the intersection at Main Street to the water tower parcel. Grades and existing finish floor elevations will establish the design of the curbing.
- Main Street from Rand Mill to Purvis Street: Possible streetscape enhancements which may include adding supplementary lighting fixtures and the addition of landscape planters.

- Main Street from Purvis Street to North Montague Street: Modification of the original Garner Recreation Center plans to contain additional streetscape improvements, including a brick verge, benches, and trash receptacles.
- Rand Mill Road Parking Lot: Improvements to the existing gravel parking, including new curbing, paving, striping, and landscaping.

## SCOPE OF SERVICES

### Assumptions

We have made the following assumptions during the development of this Scope of Services and are based on our recollection of conversations with the Client and preliminary research of the Project.

- Main Street, Purvis Street, Montague Street, and Rand Mill Road are all Town owned streets and are not subject to review by NCDOT.
- Survey of the project area (as illustrated in Exhibit A) will be furnished to Kimley-Horn by the Town in AutoCAD format for use in developing schematic design plans, design development plans, and final construction documents.
- This project is Town funded and not subject to NCDOT standards for Construction Documents.

### Task 1 Surveys and Owner-provided Information

**Survey and Base Mapping.** The Client shall retain the services of a licensed, NCDOT pre-qualified surveyor to conduct field surveying for the identified project areas. The Consultant will assist with review of the survey scope and proposals. We shall rely upon the accuracy and completeness of the information provided for our use in execution of the project.

Digital survey files of existing conditions within the project limits shall include Ties and Existing Boundary Mapping. Field surveys shall locate the existing right-of-way and recorded easements for the project survey limits described herein.

**Property Research and Document Retrieval.** The Consultant shall research and obtain available deeds maps, plats, and recorded easement documents for all parcels immediately adjacent to the project area.

### Task 2 Meetings and Coordination

**Project Kick-Off Meeting.** Upon receiving notice to proceed, and after receipt of the project survey, a project kick-off meeting will be held to discuss the project's objectives and critical issues, and schedule. During this meeting the Consultant and Client will finalize the project schedule, determine the extent of existing data available, define additional data to be collected, and establish an approval process.

During this meeting, the Consultant team will make ourselves available to selected stakeholders identified by the Client for input on specific tenant or property owner items of interest.

The Consultant will distribute a written summary of the Project Kick-Off meeting and a final project schedule based on the results of this meeting.

**Project Review Meetings.** Review meetings with the Town included in this scope of services will occur at project milestones. All meetings are specifically identified in the following tasks herein.

**Project Administration.** The Consultants' project administration shall include monthly invoicing for the duration of the project (assumed up to 12 months), monthly progress reports, transmittals, and other general project management.

### Task 3 Schematic Design (SD)

**Schematic Design Plans.** The Consultant shall prepare Schematic design concepts for review and discussion. SD Plans may include a combination of hand drawn illustrative plans, typical sections, and enlarged details to convey design intent in order to obtain Client input and direction for advancing the design concepts.

**Task 3 Deliverables.** The Consultant will submit two (2) sets of SD design concepts to the Town along with PDF files. The Consultant shall make available responsible staff to participate in one (1) review meeting with staff and others, as appropriate, at the conclusion of this milestone.

### Task 4 Design Development (DD)

**Design Development Plans.** Following the SD review meeting, the Consultant shall refine the favored design concept based on the Town's feedback. Refined DD Plans may include a combination of hand drawn or computer generated plans with typical sections and details displaying key elements, such as paving patterns, planter design, and/or trash enclosure area. These will be used to convey further detail design in order to obtain Client input and direction for progressing the DD Plans into Construction Documents.

**Task 4 Deliverables.** The Consultant will submit two (2) sets of DD Plans to the Town along with PDF files. The Consultant shall make available responsible staff to participate in one (1) review meeting with staff and others, as appropriate, at the conclusion of this milestone.

### Task 5 80% Construction Documents (CD)

**Construction Document Plans.** Following the DD review meeting, the Consultant prepare 80% Construction Drawings for review and comment from Town staff. The package will consist of the following:

- **Cover Sheet.** Sheet will contain all relevant project and contact information, as well as general notes, location maps, and sheet list table.
- **Existing Conditions Plan.** Plan will show the existing conditions as identified by the surveyor, including structures, pavement, curb and gutter, sidewalks, drainage pipes, utility lines, etc.

- Demolition Plan. Plan will illustrate all site elements to be removed, demolished, and/or abandoned in place.
- Site Plan. Plan will define remaining existing conditions and proposed improvements, including curbs, driveways, sidewalks, landscape planters, and tree planting areas, trash enclosure area, and site furniture.
- Site Details. Plan sheet(s) will include necessary details for site work improvements. Typically these details will correspond with Town of Garner standard details.
- Grading Plan. Plan(s) will include spot elevations to the nearest tenth of a foot in critical areas, proposed contour lines, existing building finish floor elevations, and limits of disturbance.
- Landscape Plan & Details. Plan sheet(s) will include locations, genus and species, installation sizes and details, and quantities of all proposed plant material.
- Roadway Plan. Plan sheet(s) will include plan view roadway improvements including asphalt overlay limits, curb and sidewalk improvements, retaining walls, and drainage improvements. All elevations will be shown in the grading plan. No separate profiles or cross sections will be included.
- Striping Plan. Plan sheet(s) will include new roadway lane striping, arrows, crosswalks and proposed curb ramp locations.

**Site Lighting Coordination.** Kimley-Horn will coordinate the fixture placement and conduit necessary to install and energize decorative street lights at the two main intersections within the Project limits. The coordination shall consist of contracting Duke Energy for available fixtures, resolving locations to avoid conflicts with proposed streetscape design, and determining conduit size and alignment. All information, including but not limited to fixture model, footing/installation details, photometrics, wiring, conduit, and hand-hole sizes and locations shall be provided by Duke Energy. We will include notes and references to the above information on our final Site Plan for coordination purposes.

**Task 5 Deliverables.** The Consultant will submit two (2) sets of 80% CD Plans to the Town along with PDF files. The Consultant shall make available responsible staff to participate in one (1) review meeting with staff and others, as appropriate, at the conclusion of this milestone.

#### Task 6 Final Plans / Construction Documents (CD)

Construction Document Plans. Following the CD review meeting, the Consultant prepare final Construction Drawings. The package will incorporate the Town's comments received from the 80% Construction Documents and finalize the design. The Construction Document Package will be suitable for bidding purposes. Additional documents will be developed for the following elements:

- Opinion of Probable Construction Cost (OPCC). Kimley-Horn shall prepare and OPCC for the Project using the final quantities for unit price pay items.
- Technical Specifications. The Consultant shall draft technical specifications for the Project for inclusion in the Project Manual.
- Construction Drawing Permitting. Prior to making any external submittals, Kimley-Horn will provide the Town with a draft set of Construction Plans for final review and comment. We will make one (1) round of minor revisions to the Construction Documents based on Town comments prior to submittal to the appropriate reviewing agencies listed below.
  - Town of Garner Technical Review Committee
  - North Carolina Railroad

Kimley-Horn will make up to two (2) revisions to the plans based on comments received from the above reviewing agencies.

#### Task 7 Bid Phase Services

**Issue for Bid.** Kimley-Horn will prepare and assemble construction bidding documents, including specifications for the subject work and the construction contract, based on the "Standard General Conditions of the Construction Contract" (EJCDC No. C-700, 2013 edition, prepared by the Engineers Joint Contract Documents Committee. The Town will be responsible for issuing bid packages for the submittal of quotations to perform the work, reviewing all bid packages received for completeness, and awarding the bid to the selected contractor.

#### Task 8 NCRR Coordination

**Railroad Coordination.** This task is related to the pursuit of NCRR permits only. Services will be provided at your direction and may include the following:

- Coordination / meetings
- Preparation, packaging, and delivery of support exhibits
- Response to NCRR comments and one resubmittal if necessary

#### Task 9 Garner Recreation Center Streetscape Additions

Revised Construction Document Plans. The Consultant will make revisions to the existing Garner Recreation Center Construction Documents to include a brick verge behind the back of curb, benches, and trash receptacles. The proposed curb and gutter, on-street parking, and street trees will remain as previously proposed.

**Task 9 Deliverables.** The Consultant will reissue "Issued for Construction" Plans to the Town and Contractor in PDF form.

### Services not included

Any services not specifically identified in the above Scope of Services or changes to this scope requested by the Client, will be considered additional services. These services, including by not limited to the following, are not included in this Agreement.

- Permit application fees or permit fees
- Additional graphics not specifically identified herein
- Additional meetings or presentation not specifically identified herein
- Traffic Impact Analysis
- Meetings beyond those mentioned

### Additional Services

Any Additional Services requested by the Client and approved in writing shall be billed and performed at our then current hourly rates.

### Schedule

The Consultant shall develop a final project schedule following the Project Kick-Off Meeting with mutually agreed upon timelines during that meeting. The Consultant will provide these services as expeditiously as practicable with the goal of meeting the established schedule.

### Fees and Billing

The Consultant shall perform the services described herein as the Scope of Services for a lump sum fees shown below. An allocated amount will be added in the amount of 6.5% to cover reimbursable expenses incurred during the project work. Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Reimbursable expenses will be invoiced based upon expenses incurred. Payment will be due within 25 days of your receipt of the invoice.

The following is a breakdown of fees by Task.

Task 1 - Survey and Owner Information	\$ 2,500
Task 2 – Meetings and Coordination	\$ 4,500
Task 3 – Schematic Design	\$ 6,500
Task 4 – Design Development	\$ 8,500
Task 5 – 80% - Construction Documents	\$ 18,500
Task 6 – Final Drawings /Construction Documents	\$ 12,500
Task 7 – Bid Phase Assistance	\$ 6,000
Task 8 – NCRR Coordination	\$ 2,000
<hr/>	
Total – Rand Mill Road Streetscape	\$ 61,000
Task 9 – Garner Rec Center Streetscape Modification	\$ 4,500

## Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are attached below. As used in the Standard Provisions, "Consultant" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to the Town of Garner, North Carolina.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please provide the following information:

Please email all invoices to:

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Please copy:

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If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one copy, and return the other to us. We will commence services only after we have received a fully-executed. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

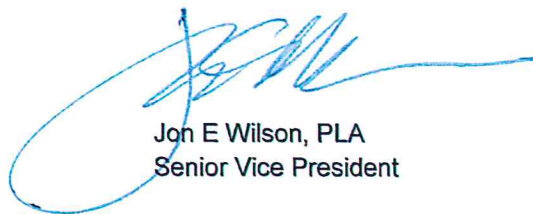
We appreciate the opportunity to provide these services to you. Please contact me at (919) 653-5841 or [melissa.brand@kimley-horn.com](mailto:melissa.brand@kimley-horn.com) should you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.



Melissa K. Brand, PLA  
Project Manager



Jon E. Wilson, PLA  
Senior Vice President

**Town of Garner, North Carolina**

**A Municipality**

\_\_\_\_\_

\_\_\_\_\_

(Date)

\_\_\_\_\_

(Print or Type Name and Title)

\_\_\_\_\_

(Email Address)

\_\_\_\_\_, Witness

\_\_\_\_\_

(Print or Type Name)

Official Seal:



## **KIMLEY-HORN AND ASSOCIATES, INC.**

STANDARD PROVISIONS (Rev 07/14)

(1) **Consultant's Scope of Services and Additional Services.** The Consultant's undertaking to perform professional services extends only to the services specifically described in this Agreement. However, if requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.

(2) **Client's Responsibilities.** In addition to other responsibilities described herein or imposed by law, the Client shall:

(a) Designate in writing a person to act as its representative with respect to this Agreement, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.

(b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project including all numerical criteria that are to be met and all standards of development, design, or construction.

(c) Provide to the Consultant all previous studies, plans, or other documents pertaining to the project and all new data reasonably necessary in the Consultant's opinion, such as site survey and engineering data, environmental impact assessments or statements, upon all of which the Consultant may rely.

(d) Arrange for access to the site and other private or public property as required for the Consultant to provide its services.

(e) Review all documents or oral reports presented by the Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant.

(f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary for completion of the Consultant's services.

(g) Cause to be provided such independent accounting, legal, insurance, cost estimating and overall feasibility services as the Client may require.

(h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the scope, timing, or payment of the Consultant's services or any defect or noncompliance in any aspect of the project.

(i) Bear all costs incidental to the responsibilities of the Client.

(3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work timely after receipt of a properly executed copy of this Agreement and any required retainer amount. This Agreement is made in anticipation of conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months (cumulatively), Consultant's compensation shall be renegotiated.

(4) **Method of Payment.** Compensation shall be paid to the Consultant in accordance with the following provisions:

Compensation shall be paid to the Consultant in accordance with the following provisions:

(a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant for the duration of the project and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due to the Consultant under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid in full and may commence proceedings, including filing liens, to secure its right to payment under this Agreement.

(b) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.

(c) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due within 25 days of receipt.

(d) If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.

(e) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

(5) **Use of Documents.** All documents, including but not limited to drawings, specifications, reports, and data or programs stored electronically, prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use, partial use or reuse by the Client or others on extensions of this project or on any other project. Any modifications made by the Client to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code developed in the development of application code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern. Because data stored in electronic media format can deteriorate or be modified without the Consultant's authorization, the Client has 60 days to perform acceptance tests, after which it shall be deemed to have accepted the data.

(6) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(7) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, or upon thirty days' written notice for the convenience of the terminating party. If any change occurs in

the ownership of the Client, the Consultant shall have the right to immediately terminate this Agreement. In the event of any termination, the Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination. If the Consultant's compensation is a fixed fee, the amount payable for services will be a proportional amount of the total fee based on the ratio of the amount of the services performed, as reasonably determined by the Consultant, to the total amount of services which were to have been performed.

(8) **Insurance.** The Consultant carries Workers' Compensation insurance, professional liability insurance, and general liability insurance. If the Client directs the Consultant to obtain increased insurance coverage, the Consultant will take out such additional insurance, if obtainable, at the Client's expense.

(9) **Standard of Care.** The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's undertaking herein or its performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent of the law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the services under this Agreement from any cause or causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by the Consultant under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. Under no circumstances shall the Consultant be liable for extra costs or other consequences due to changed conditions, or for costs related to the failure of contractors to perform work in accordance with the plans and specifications. This Section 10 is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section 10 shall require the Client to indemnify the Consultant.

(11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.

(12) **Certifications.** The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(13) **Dispute Resolution.** All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the Construction Industry Mediation Procedures of the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

(14) **Hazardous Substances and Conditions.** In no event shall Consultant be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to professional analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant shall notify the Client of hazardous substances or conditions not contemplated in the scope of services of which the Consultant actually becomes aware. Upon such notice by the Consultant, the Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

(15) **Construction Phase Services.**

(a) If the Consultant's services include the preparation of documents to be used for construction and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) If the Consultant provides construction phase services, the Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither

guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to the design professional in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(16) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

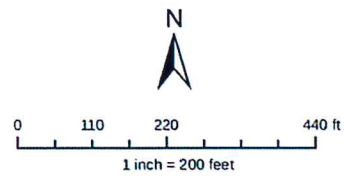
(17) **Confidentiality.** The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(18) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State of North Carolina. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Provided, however, that any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

EXHIBIT A



Project Limits



**Disclaimer**  
iMaps makes every effort to produce and publish the most current and accurate information possible. However, the maps are produced for information purposes, and are **NOT** surveys. No warranties, expressed or implied, are provided for the data therein, its use, or its interpretation.

Town of Garner  
Town Council Meeting  
Agenda Form

Meeting Date: May 16, 2017		
Subject: Surveying - Main St. Streetscape Improvements Project		
Location on Agenda: Old/New Business		
Department: Engineering		
Contact: Tony Chalk, Town Engineer		
Presenter: Tony Chalk, Town Engineer		
Brief Summary: RWK provide surveying services as a part of the Main Street Streetscape Improvements Project.		
Recommended Motion and/or Requested Action: Approve the agreement with RWK to perform surveying work for Main Street Streetscape Improvements.		
Detailed Notes:  See agreement.		
Funding Source: Street and Sidewalk Bond Funds		
Cost: \$2,200.00	One Time: <input checked="" type="radio"/>	Annual: <input type="radio"/> No Cost: <input checked="" type="radio"/>
Manager's Comments and Recommendations: N/A		
Attachments Yes: <input checked="" type="radio"/> No: <input type="radio"/>		
Agenda Form Reviewed by:	Initials:	Comments:
Department Head:	TC	
Finance Director:		
Town Attorney:		
Town Manager:	RD	
Town Clerk:		



# Consulting Agreement

**This Consulting Agreement (the "Agreement") dated this 2 day of May, 2017**

**BETWEEN:**

**THE CLIENT: TOWN OF GARNER OF 914 7<sup>TH</sup> Avenue, Garner, N.C. 27529 and**

**THE CONSULTANT: RWK, PA OF 101 W. MAIN STREET, SUITE 202, GARNER, N. C. 27529**

The Consultant is agreeable to providing such services to the terms and conditions set out in this agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Consultant (the Parties) to this agreement agree as follows.

1. The Client hereby agrees to engage the Consultant to provide the Client with the WORK for the properties shown in **Exhibit A and outlined in SCOPE of Work attached**
2. The term of this agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this agreement. The terms of the agreement may be extended with the written consent of the parties.
3. In the event that either Party breaches a material provision under this Agreement, the non-defaulting party may terminate this Agreement and require the defaulting Party to indemnify the non-defaulting Party against all reasonable damages.
4. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.
5. The Client will be invoiced after the work is complete. Invoices submitted by the Consultant are due within 30 days of receipt.
6. The Compensation as stated in the Agreement does not include sales tax, or other applicable duties, or fees as required may be charged to the Client in addition to the Compensation.
7. The Consultant will be reimbursed from time to time for reasonable and necessary expenses incurred by the Consultant in connection with providing the Services under this Agreement. All expenses must be pre-approved by the Client.
8. Any late payments will trigger a fee of 1.50% per month on amount still owing.
9. The Consultant agrees that they will not disclose, divulge, reveal, report or use, information which the Consultant has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the term of this Agreement and will survive indefinitely upon termination of this agreement.
10. All documents prepared or furnished by Consultant are instruments of service, and Consultant retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. The Consultant may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Client.
13. In providing the Services under this agreement it is expressly agreed that the Consultant is acting as an independent Consultant and not as an employee. The Consultant and the Client acknowledge that this Agreement does not create a partnership or point venture between them, and is exclusively a contract for service.
14. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties.
15. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other party, and its respective directors, stockholders, affiliates, officers, agents, employees, and permitted successors and

assigns agents any and all claims, losses, damages, liabilities, penalties, punitive damages liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount what's so ever, which result from or arise out any act or omission of the indemnifying party, its respective directors, stockholders, affiliates, which result from or arise out of any act or omission of the indemnifying party, its respective directors, stockholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this agreement. This indemnification will survive the termination of this agreement.

16. Client and Consultant agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

17. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

18. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

19. The Consultant will not voluntarily or by operation of law assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

20. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided succors and assigns.

21. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

22. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.

23. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

24. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other party will not be construed as a waiver of any subsequent breach of the same or other provisions.

Approvals:

Signing herein grants authorization to proceed.

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Date



5-2-17

\_\_\_\_\_  
Consultant Signature

\_\_\_\_\_  
Date

## Scope Of Work

- Provide a certified map to the Town of Garner that meets the requirements of the Standards of Practice for Land Surveying in North Carolina (21 NCAC 56. 1600).
- Complete boundary survey, tied to North Carolina Geodetic Grid (including Bearings and distances, monumentation, Right-of-Ways of adjacent streets, setbacks per Town of Garner code, acreage/square footage of property, flood zones if applicable, etc)
- Location and exterior dimensions of all buildings on site and adjacent to property (include applicable portions of building across streets)
- Surface features (including curb and gutter of adjoining streets, pavement markings in parking lots and streets, driveways, sidewalks, street signage, trees, walls, fences, railroad tracks, visible improvements, etc)
- Utilities evidenced by surface features and associated appurtenances (storm, sanitary sewer, water, cable, fiber optic, gas, telephone, power, etc)
- Topographic survey with contours and spot elevations (include rim/invert elevations of gravity utilities)
- All easements on property (dimensioned: right-of-way, ingress, egress, regress, utility, etc)
- Establish two bench marks at site; one at the north end of the project and one on the south end of the project.
- 3D Model of Topographic/site survey will be provided in AutoCAD 2011 dwg format along with sealed paper copies of work.
- Survey layers shall be in accordance with the National Cad Standard layers. Template will be provided by KHA.

THE FEE FOR THE WORK IS:       \$ 2,200.00       (Thousand two hundred dollars)

## ASSUMPTIONS AND EXCEPTIONS

Work to commence immediately after receiving written approval with the plat completed by 2 weeks after receiving notice to proceed, barring any acts of God or others.

Permission to enter private property surveyed will be obtained by others prior to commencement of survey work

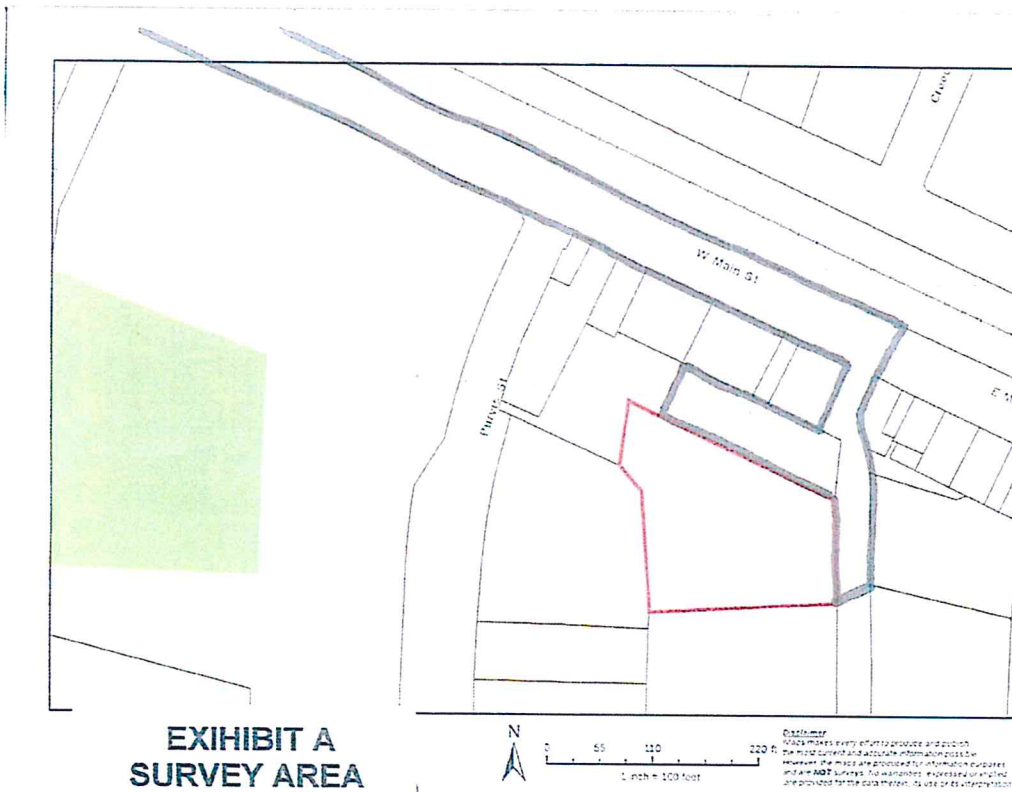
Research for available deeds maps, plats and recorded easement documents for all parcels immediately adjacent to the project area will be provided by Client.

Quoted fee is good for 90 days

**Rate Schedule:**

Fees for Additional Services and any services performed at hourly rates will be determined according to these hourly rates.

Surveyor	\$ 100.00/hr.
Engineer	\$ 100.00/hr
Survey Crew	\$150.00/hr.
Office Technician	\$ 60.00/hr.
Secretary/Typist	\$ 50.00/hr
Mileage	\$ 0.55/ mi.
Direct Expenses	Cost plus 15%



**SURVEY LIMITS OUTLINED IN BLACK**

## Memorandum

**To:** Rodney Dickerson, Town Manager  
**From:** Michael Gammon, Budget and Special Projects Manager  
**Date:** May 10, 2017  
**Subject:** Financial Reports for April 2017  
**CC:** Town Council

---

Attached is the statement of revenues and expenditures for FY 2017 through April 30, 2017. We are ten months, or approximately 83.34% through the budget year.

The report shows that year-to-date, the Town has collected approximately 84.1% of estimated revenues. Some important analysis of the Town's revenues included:

- The Town has received 99.68% of our estimated Property Tax Revenues. There was still approximately \$54,616 left to collect to meet our budget. Per the Wake County Tax Assessors office, there is still \$363,333 of projected vehicle taxes left to collect for the fiscal year.
- Sales tax revenues for the first five disbursements were 7.6% higher compared to the same point the previous year.
- Development fees (permit fees, water and sewer capacity fees, etc.) have now exceeded the budget projection by 33.2%. Building Permit Fees alone are currently 18.82% ahead of where they were last fiscal year.
- Intergovernmental revenues have increased by 5.75% over the previous year.
- The Town's current estimated total assessed value on our year-to-date property tax billings is 2.80% higher than this time the previous year.

Please review the attached Analysis of Revenues for additional information.

Overall, the report shows that the Town has expended approximately 77.2% of its budget. Through the same period the previous year, the Town had expended 78.6 % of its budget. Important expenditure highlights include:

- With only two months remaining in the fiscal year, it is important to mention that the Town is well under budget and not expected to exceed it this fiscal year.
- All of the Town's planned vehicle and equipment purchases have been completed. These line items account for large capital acquisitions, capital repairs & maintenance, and on-going annual services that the Town engages in.
- To date, the Town has disbursed 86.9% of the total budgeted Debt Service.
- The Town has had 20 pay periods year to date (84.62% of all pay periods). Total employee salaries (Salaries, Overtime, Salaries -Temporary, Longevity, Separation Allowance, FICA, and Retirement) are 3.86% below budget through April. Total employee benefits (Group Insurance and Retiree Health Insurance) are 3.57% below budget through April.

Please review the attached Analysis of Expenditures for additional information.

Town of Garner  
Statement of Revenues and Expenditures  
For the Period July 1, 2016 Through April 30, 2017

**FOR INTERNAL USE ONLY**

	Budget	Actual	Over (Under) Budget	Percentage of Budget	Actual Prior Year
<b>REVENUES</b>					
Ad valorem taxes	\$ 17,231,362	\$ 17,076,213	\$ (155,149)	99.1%	\$ 16,307,207
Other taxes and licenses	5,857,800	3,620,443	(2,237,357)	61.8%	3,411,316
Intergovernmental revenues	3,343,598	2,024,567	(1,319,031)	60.6%	1,914,349
Permits and fees	2,017,760	2,687,237	669,477	133.2%	2,958,560
Sales and services	480,370	409,079	(71,291)	85.2%	330,066
Investment earnings	100,000	128,663	28,663	128.7%	51,705
Other revenues	302,764	335,026	32,262	110.7%	160,013
Sale of capital assets	30,000	63,718	33,718	212.4%	57,909
Proceeds from issuance of debt	700,000	-	(700,000)	0.0%	630,000
Transfers in	45,000	-	(45,000)	0.0%	81,456
Appropriated fund balance	1,216,243	-	(1,216,243)	0.0%	-
<b>Total Revenues</b>	<b>\$ 31,324,897</b>	<b>\$ 26,344,946</b>	<b>\$ (4,979,951)</b>	<b>84.1%</b>	<b>\$ 25,902,581</b>
<b>EXPENDITURES</b>					
Governing body	\$ 322,263	\$ 262,270	\$ (59,993)	81.4%	\$ 273,758
Administration	1,324,436	957,117	(367,319)	72.3%	940,067
Finance	738,877	553,686	(185,191)	74.9%	595,892
Economic development	381,514	211,338	(170,176)	55.4%	319,607
Economic incentives	70,000	-	(70,000)	0.0%	5,142
Planning	943,589	651,733	(291,856)	69.1%	524,613
Inspections	970,156	766,615	(203,541)	79.0%	659,146
Engineering	596,673	496,224	(100,449)	83.2%	883,574
Information technology	588,856	462,870	(125,986)	78.6%	443,898
Police	7,942,540	6,400,915	(1,541,625)	80.6%	5,947,867
Fire services	2,927,052	2,406,328	(520,724)	82.2%	2,070,479
Public works	7,344,074	5,274,774	(2,069,300)	71.8%	5,497,335
Parks and recreation	1,967,235	1,560,738	(406,497)	79.3%	1,350,984
Debt service	3,599,422	3,129,181	(470,241)	86.9%	2,512,893
Special appropriations	1,213,534	1,051,680	(161,854)	86.7%	964,560
Transfers out	363,631	-	(363,631)	0.0%	37,000
Contingency	31,045	1,500	(29,545)	4.8%	-
<b>Total expenditures</b>	<b>\$ 31,324,897</b>	<b>\$ 24,186,969</b>	<b>\$ (7,137,928)</b>	<b>77.2%</b>	<b>\$ 23,026,815</b>
<b>Revenues over Expenditures</b>	<b>\$ -</b>	<b>\$ 2,157,977</b>	<b>\$ 2,157,977</b>		<b>\$ 2,875,766</b>

Town of Garner  
 Analysis of Major Revenues  
 For the Period July 1, 2016 Through April 30, 2017

<b>Property Tax Collections</b> <i>(collections compared to budget)</i>	Through Month Ending	
	4/30/2017	4/30/2016
Collections--Current Year	\$ 16,965,846	\$ 16,106,419
Collection % Budget	99.68%	100.97%
Collection % Value/Levy (both DMV & Wake County)	99.04%	99.42%

<b>Property Tax Billings (from Wake County &amp; DMV)</b>	Through Month Ending		
	4/30/2017	4/30/2016	
Real Property	\$2,732,009,205	\$2,665,301,113	
Personal Property	179,065,109	172,720,230	
Public Service Property	118,064,138	114,535,800	
Vehicles	190,108,773	179,064,202	
<b>Total</b>	<b>\$3,219,247,225</b>	<b>\$3,131,621,345</b>	<b>Percent Change</b> <b>2.80%</b>

<b>Sales Tax Distributions</b>	Through Month Ending		% Change
	4/30/2017	4/30/2016	
	\$3,484,638	\$3,238,590	7.60%

*Through month 4/30/2016 is representative sales tax collected in July 2016-January 2017.*

<b>Building Permit Fees</b>	Through Month Ending		% Change
	4/30/2017	4/30/2016	
Fees Collected	\$761,755	\$641,086	18.82%

<b>PRCR Fees</b>	Through Month Ending		% Change
	4/30/2017	4/30/2016	
Recreation Fees	\$152,684	\$116,217	31.38%
Facility Rentals	\$179,994	\$161,129	11.71%

Town of Garner  
 Analysis of Budget to Actual Expenditures  
 July 1, 2016 through April 30, 2017

	Budget	Items Identified In Budget	Budget After Identified Items	Expended to Date	Items Identified In Expenditures	Expenditures After Identified Items	Percentage Expended
Town Council	229,646			186,678			
Equipment Rental		(910)			(793)		
Property Taxes		(2,300)			(1,786)		
Non-Capital Equipment		(4,800)			(4,551)		
Dues and Subscriptions		(42,990)			(45,232)		
	229,646	(51,000)	178,646	186,678	(52,362)	134,316	75.19%
Attorney	92,617		92,617	75,592		75,592	81.62%
<b>Total Town Council</b>	<b>322,263</b>	<b>(51,000)</b>	<b>271,263</b>	<b>262,270</b>	<b>(52,362)</b>	<b>209,908</b>	<b>77.38%</b>
Town Manager	559,062			387,861			
	559,062	-	559,062	387,861	-	387,861	69.38%
Town Clerk	162,338			123,255			
	162,338	-	162,338	123,255	-	123,255	75.92%
Human Resources	282,195			228,308			
	282,195	-	282,195	228,308	-	228,308	80.90%
Safety	10,824		10,824	6,495		6,495	60.01%
Communications	177,537		177,537	131,481		131,481	74.06%
Neighborhood Improvement	132,480		132,480	80,541		80,541	60.79%
<b>Total Administration</b>	<b>1,324,436</b>	<b>-</b>	<b>1,324,436</b>	<b>957,941</b>	<b>-</b>	<b>957,941</b>	<b>72.33%</b>
Finance Administration	738,877			561,560			
	738,877	-	738,877	561,560	-	561,560	76.00%
<b>Total Finance</b>	<b>738,877</b>	<b>-</b>	<b>738,877</b>	<b>561,560</b>	<b>-</b>	<b>561,560</b>	<b>76.00%</b>
Economic Development	256,675			178,124			
	256,675	-	256,675	178,124	-	178,124	69.40%
Economic Development Partners	124,839		124,839	33,214		33,214	26.61%
<b>Total Economic Development</b>	<b>381,514</b>	<b>-</b>	<b>381,514</b>	<b>211,338</b>	<b>-</b>	<b>211,338</b>	<b>55.39%</b>



Town of Garner  
 Analysis of Budget to Actual Expenditures  
 July 1, 2016 through April 30, 2017

	Budget	Items Identified In Budget	Budget After Identified Items	Expended to Date	Items Identified In Expenditures	Expenditures After Identified Items	Percentage Expended
Planning Administration	581,441			407,363			
	581,441	-	581,441	407,363	-	407,363	70.06%
Land Use Permits	191,700			141,675			
	191,700	-	191,700	141,675	-	141,675	73.90%
Community Planning	170,448			102,695			
	170,448	-	170,448	102,695	-	102,695	60.25%
<b>Total Planning</b>	<b>943,589</b>	<b>-</b>	<b>943,589</b>	<b>651,733</b>	<b>-</b>	<b>651,733</b>	<b>69.07%</b>
Inspections	970,156			766,615			
<b>Total Inspections</b>	<b>970,156</b>	<b>-</b>	<b>970,156</b>	<b>766,615</b>	<b>-</b>	<b>766,615</b>	<b>79.02%</b>
Engineering	596,673			496,224			
<b>Total Engineering</b>	<b>596,673</b>	<b>-</b>	<b>596,673</b>	<b>496,224</b>	<b>-</b>	<b>496,224</b>	<b>83.17%</b>
Information Technology	588,856			462,870			
<b>Total Information Technology</b>	<b>588,856</b>	<b>-</b>	<b>588,856</b>	<b>462,870</b>	<b>-</b>	<b>462,870</b>	<b>78.60%</b>
Police	7,942,540			6,362,125			
<b>Total Police</b>	<b>7,942,540</b>	<b>-</b>	<b>7,942,540</b>	<b>6,362,125</b>	<b>-</b>	<b>6,362,125</b>	<b>80.10%</b>

Town of Garner  
 Analysis of Budget to Actual Expenditures  
 July 1, 2016 through April 30, 2017

	Budget	Items Identified In Budget	Budget After Identified Items	Expended to Date	Items Identified In Expenditures	Expenditures After Identified Items	Percentage Expended
Public Works Admin	467,968			362,052			
	467,968	-	467,968	362,052	-	362,052	77.37%
Street Maintenance	1,903,304			1,469,992			
	1,903,304	-	1,903,304	1,469,992	-	1,469,992	77.23%
Powell Bill	888,162			333,420			
	888,162	-	888,162	333,420	-	333,420	37.54%
Snow Removal	44,207			44,338			
	44,207	-	44,207	44,338	-	44,338	100.30%
Public Grounds	1,009,802			794,169			
	1,009,802	-	1,009,802	794,169	-	794,169	78.65%
Solid Waste	1,930,692		1,930,692	1,426,026		1,426,026	73.86%
Public Facility	757,225			576,105			
	757,225	-	757,225	576,105	-	576,105	76.08%
Fleet Maintenance	342,714			268,672			
	342,714	-	342,714	268,672	-	268,672	78.40%
<b>Total Public Works</b>	<b>7,344,074</b>	<b>-</b>	<b>7,344,074</b>	<b>5,274,774</b>	<b>-</b>	<b>5,274,774</b>	<b>71.82%</b>

Town of Garner  
 Analysis of Budget to Actual Expenditures  
 July 1, 2016 through April 30, 2017

	Budget	Items Identified In Budget	Budget After Identified Items	Expended to Date	Items Identified In Expenditures	Expenditures After Identified Items	Percentage Expended
Parks & Recreation Administration	346,231			271,260			
	346,231	-	346,231	271,260	-	271,260	78.35%
Arts and Events	423,762			274,481			
	423,762	-	423,762	274,481	-	274,481	64.77%
Youth & Athletics	479,253			392,003			
	479,253	-	479,253	392,003	-	392,003	81.79%
Adult & Senior Programs	309,162			259,869			
	309,162	-	309,162	259,869	-	259,869	84.06%
Outdoor Adventure	242,568			206,030			
	242,568	-	242,568	206,030	-	206,030	84.94%
Program Partners	166,259			157,094			
	166,259	-	166,259	157,094	-	157,094	94.49%
<b>Total Parks and Recreation</b>	<b>1,967,235</b>	<b>-</b>	<b>1,967,235</b>	<b>1,560,737</b>	<b>-</b>	<b>1,560,737</b>	<b>79.34%</b>

Town of Garner  
 Analysis of Budget to Actual Expenditures  
 July 1, 2016 through April 30, 2017

	Budget	Items Identified In Budget	Budget After Identified Items	Expended to Date	Items Identified In Expenditures	Expenditures After Identified Items	Percentage Expended
Retirement	652,293			506,925			
	652,293	-	652,293	506,925	-	506,925	77.71%
Town Insurance	473,019			465,343			
Workers Compensation		(198,875)			(237,346)		
Insurance and Bonds		(213,600)			(214,979)		
Health Reimbursement		(5,544)			(5,544)		
	473,019	(219,144)	253,875	465,343	(220,523)	244,820	96.43%
Subsidized Programs	67,004			54,805			
	67,004	-	67,004	54,805	-	54,805	81.79%
Office Administration	21,218			24,952			
Postage		(754)			(10,215)		
	21,218	(754)	20,464	24,952	(10,215)	14,737	72.01%
<b>Special Appropriations</b>	<b>1,213,534</b>	<b>(219,898)</b>	<b>993,636</b>	<b>1,052,025</b>	<b>(230,738)</b>	<b>821,287</b>	<b>82.65%</b>
<b>Transfers</b>	<b>363,631</b>	<b>-</b>	<b>363,631</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0.00%</b>
<b>Economic Incentives</b>	<b>70,000</b>	<b>-</b>	<b>70,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0.00%</b>
<b>Fire Services</b>	<b>2,927,052</b>	<b>-</b>	<b>2,927,052</b>	<b>2,445,118</b>	<b>-</b>	<b>2,445,118</b>	<b>83.54%</b>
<b>Debt Service</b>	<b>3,599,422</b>	<b>-</b>	<b>3,599,422</b>	<b>3,129,181</b>	<b>-</b>	<b>3,129,181</b>	<b>86.94%</b>
<b>Contingency</b>	<b>31,045</b>	<b>-</b>	<b>31,045</b>	<b>1,500</b>	<b>-</b>	<b>1,500</b>	<b>0.00%</b>
<b>Total All Departments</b>	<b>31,324,897</b>	<b>(270,898)</b>	<b>31,053,999</b>	<b>24,196,011</b>	<b>(283,100)</b>	<b>23,912,911</b>	<b>77.00%</b>

<b>Permit #:</b>	2170136	<b>Inside Town Limits</b> Yes	
<b>Issue date:</b>	4/17/2017	<b>Census tract:</b>	<b>PIN#:</b> 1720-38-1944
<b>Lot#:</b>		<b>Subdivision:</b> N/A	<b>Total cost:</b> \$142,000.00
<b>PropAddress:</b>	64 EAGLE WING WAY		
<b>Owner's</b>	SIGNET JEWELERS	<b>Owner's Phone:</b>	330-665-6270
<b>Contractor</b>	LAKEVIEW CONSTRUCTION OF WISCONS	<b>Contractor's Phone:</b>	262-857-3336
<b>Type of Improvement:</b>	Alteration	<b>Proposed Use</b>	MERCANTILE/RETAIL
<b>Permit #:</b>	2170291	<b>Inside Town Limits</b> Yes	
<b>Issue date:</b>	4/24/2017	<b>Census tract:</b>	<b>PIN#:</b>
<b>Lot#:</b>		<b>Subdivision:</b> N/A	<b>Total cost:</b> \$116,025.00
<b>PropAddress:</b>	56 EAGLE RIDGE WAY - SUITE A-2		
<b>Owner's</b>	WHITE OAK NW ASSOCIATES LLC	<b>Owner's Phone:</b>	704-342-0410
<b>Contractor</b>	CORE BUILDING COMPANY INC	<b>Contractor's Phone:</b>	919-828-1700
<b>Type of Improvement:</b>	Alteration	<b>Proposed Use</b>	MERCANTILE/RETAIL
<b>Permit #:</b>	2170314	<b>Inside Town Limits</b> Yes	
<b>Issue date:</b>	4/3/2017	<b>Census tract:</b>	<b>PIN#:</b> 1619-12-3463
<b>Lot#:</b>	56	<b>Subdivision:</b> CREEKSIDE	<b>Total cost:</b> \$152,400.00
<b>PropAddress:</b>	148 BLOSSOM CREEK DRIVE		
<b>Owner's</b>	D.R. HORTON INC.	<b>Owner's Phone:</b>	919-407-2037
<b>Contractor</b>	D.R. HORTON, INC.	<b>Contractor's Phone:</b>	704-345-1019
<b>Type of Improvement:</b>	New Building	<b>Proposed Use</b>	SINGLE FAMILY DWELLIN
<b>Permit #:</b>	2170323	<b>Inside Town Limits</b> Yes	
<b>Issue date:</b>	4/11/2017	<b>Census tract:</b>	<b>PIN#:</b> 1710-47-6652
<b>Lot#:</b>	6	<b>Subdivision:</b> LANDING AT HEATHER PARK	<b>Total cost:</b> \$171,505.00
<b>PropAddress:</b>	190 GULLEY GLEN DRIVE		
<b>Owner's</b>	ROYAL OAKS BUILDING GROUP, LLC	<b>Owner's Phone:</b>	919-233-3886
<b>Contractor</b>	ROYAL OAKS BUILDING GROUP, LLC	<b>Contractor's Phone:</b>	919-233-3886
<b>Type of Improvement:</b>	New Building	<b>Proposed Use</b>	TOWNHOME
<b>Permit #:</b>	2170324	<b>Inside Town Limits</b> Yes	
<b>Issue date:</b>	4/11/2017	<b>Census tract:</b>	<b>PIN#:</b> 1710-47-6682
<b>Lot#:</b>	7	<b>Subdivision:</b> LANDING AT HEATHER PARK	<b>Total cost:</b> \$160,353.00
<b>PropAddress:</b>	182 GULLEY GLEN DRIVE		
<b>Owner's</b>	ROYAL OAKS BUILDING GROUP, LLC	<b>Owner's Phone:</b>	919-233-3886
<b>Contractor</b>	ROYAL OAKS BUILDING GROUP, LLC	<b>Contractor's Phone:</b>	919-233-3886
<b>Type of Improvement:</b>	New Building	<b>Proposed Use</b>	TOWNHOME

<b>Permit #:</b>	2170325	<b>Inside Town Limits</b> Yes	
<b>Issue date:</b>	4/11/2017	<b>Census tract:</b>	<b>PIN#:</b> 1710-47-7602
<b>Lot#:</b>	8	<b>Subdivision:</b> LANDING AT HEATHER PARK	<b>Total cost:</b> \$168,766.00
<b>PropAddress:</b>	174 GULLEY GLEN DRIVE		
<b>Owner's</b>	ROYAL OAKS BUILDING GROUP, LLC	<b>Owner's Phone:</b>	919-233-3886
<b>Contractor</b>	ROYAL OAKS BUILDING GROUP, LLC	<b>Contractor's Phone:</b>	919-233-3886
<b>Type of Improvement:</b>	New Building	<b>Proposed Use</b>	TOWNHOME
<b>Permit #:</b>	2170326	<b>Inside Town Limits</b> Yes	
<b>Issue date:</b>	4/11/2017	<b>Census tract:</b>	<b>PIN#:</b> 1710-47-7622
<b>Lot#:</b>	9	<b>Subdivision:</b> LANDING AT HEATHER PARK	<b>Total cost:</b> \$179,225.00
<b>PropAddress:</b>	166 GULLEY GLEN DRIVE		
<b>Owner's</b>	ROYAL OAKS BUILDING GROUP, LLC	<b>Owner's Phone:</b>	919-233-3886
<b>Contractor</b>	ROYAL OAKS BUILDING GROUP, LLC	<b>Contractor's Phone:</b>	919-233-3886
<b>Type of Improvement:</b>	New Building	<b>Proposed Use</b>	TOWNHOME
<b>Permit #:</b>	2170327	<b>Inside Town Limits</b> Yes	
<b>Issue date:</b>	4/11/2017	<b>Census tract:</b>	<b>PIN#:</b> 1710-47-7642
<b>Lot#:</b>	10	<b>Subdivision:</b> LANDING AT HEATHER PARK	<b>Total cost:</b> \$174,216.00
<b>PropAddress:</b>	158 GULLEY GLEN DRIVE		
<b>Owner's</b>	ROYAL OAKS BUILDING GROUP, LLC	<b>Owner's Phone:</b>	919-233-3886
<b>Contractor</b>	ROYAL OAKS BUILDING GROUP, LLC	<b>Contractor's Phone:</b>	919-233-3886
<b>Type of Improvement:</b>	New Building	<b>Proposed Use</b>	TOWNHOME
<b>Permit #:</b>	2170328	<b>Inside Town Limits</b> Yes	
<b>Issue date:</b>	4/11/2017	<b>Census tract:</b>	<b>PIN#:</b> 1710-47-7672
<b>Lot#:</b>	11	<b>Subdivision:</b> LANDING AT HEATHER PARK	<b>Total cost:</b> \$171,505.00
<b>PropAddress:</b>	150 GULLEY GLEN DRIVE		
<b>Owner's</b>	ROYAL OAKS BUILDING GROUP, LLC	<b>Owner's Phone:</b>	919-233-3886
<b>Contractor</b>	ROYAL OAKS BUILDING GROUP, LLC	<b>Contractor's Phone:</b>	919-233-3886
<b>Type of Improvement:</b>	New Building	<b>Proposed Use</b>	TOWNHOME
<b>Permit #:</b>	2170358	<b>Inside Town Limits</b> Yes	
<b>Issue date:</b>	4/19/2017	<b>Census tract:</b>	<b>PIN#:</b> 1629-39-9747
<b>Lot#:</b>	35	<b>Subdivision:</b> TUNBRIDGE	<b>Total cost:</b> \$225,000.00
<b>PropAddress:</b>	549 COALYARD DRIVE		
<b>Owner's</b>	WESTAN CONSTRUCTION	<b>Owner's Phone:</b>	919-614-6652
<b>Contractor</b>	WESTAN CONSTRUCTION, LLC	<b>Contractor's Phone:</b>	910-229-2698
<b>Type of Improvement:</b>	New Building	<b>Proposed Use</b>	SINGLE FAMILY DWELLIN

<b>Permit #:</b>	2170359	<b>Inside Town Limits</b> Yes	
<b>Issue date:</b>	4/19/2017	<b>Census tract:</b>	<b>PIN#:</b> 1629-39-8861
<b>Lot#:</b>	36	<b>Subdivision:</b> TUNBRIDGE	<b>Total cost:</b> \$225,000.00
<b>PropAddress:</b>	541 COALYARD DRIVE		
<b>Owner's</b>	WESTAN CONSTRUCTION	<b>Owner's Phone:</b>	919-614-6652
<b>Contractor</b>	WESTAN CONSTRUCTION, LLC	<b>Contractor's Phone:</b>	910-229-2698
<b>Type of Improvement:</b>	New Building	<b>Proposed Use</b>	SINGLE FAMILY DWELLIN
<b>Permit #:</b>	2170360	<b>Inside Town Limits</b> Yes	
<b>Issue date:</b>	4/19/2017	<b>Census tract:</b>	<b>PIN#:</b> 1629-39-6697
<b>Lot#:</b>	49	<b>Subdivision:</b> TUNBRIDGE	<b>Total cost:</b> \$240,000.00
<b>PropAddress:</b>	532 COALYARD DRIVE		
<b>Owner's</b>	WESTAN CONSTRUCTION	<b>Owner's Phone:</b>	919-614-6652
<b>Contractor</b>	WESTAN CONSTRUCTION, LLC	<b>Contractor's Phone:</b>	910-229-2698
<b>Type of Improvement:</b>	New Building	<b>Proposed Use</b>	SINGLE FAMILY DWELLIN
<b>Permit #:</b>	2170383	<b>Inside Town Limits</b> No	
<b>Issue date:</b>	4/19/2017	<b>Census tract:</b>	<b>PIN#:</b> 1628-29-4448
<b>Lot#:</b>	16	<b>Subdivision:</b> GLEN CREEK	<b>Total cost:</b> \$277,480.00
<b>PropAddress:</b>	5013 GLEN CREEK TRAIL		
<b>Owner's</b>	ROBUCK HOMES TRIANGLE	<b>Owner's Phone:</b>	919-277-1128
<b>Contractor</b>	ROBUCK HOMES TRIANGLE, LLC	<b>Contractor's Phone:</b>	919-876-9200
<b>Type of Improvement:</b>	New Building	<b>Proposed Use</b>	SINGLE FAMILY DWELLIN
<b>Permit #:</b>	2170412	<b>Inside Town Limits</b> Yes	
<b>Issue date:</b>	4/27/2017	<b>Census tract:</b>	<b>PIN#:</b> 1629-49-2365
<b>Lot#:</b>	28	<b>Subdivision:</b> TUNBRIDGE	<b>Total cost:</b> \$175,400.00
<b>PropAddress:</b>	581 COALYARD DRIVE		
<b>Owner's</b>	WESTAN CONSTRUCTION	<b>Owner's Phone:</b>	918-614-6652
<b>Contractor</b>	WESTAN CONSTRUCTION, LLC	<b>Contractor's Phone:</b>	910-229-2698
<b>Type of Improvement:</b>	New Building	<b>Proposed Use</b>	SINGLE FAMILY DWELLIN

Building Activity by Type and Proposed Use for  
Report Beginning: 04/01/2017 to Report Ending: 04/30/2017

**Addition**

Proposed Use	Number of Units	Construction Value	Intown Value
DECK	5	\$18,736.00	\$18,736.00
PORCH	2	\$4,944.00	\$1,744.00
SCREENED PORCH	4	\$48,668.00	\$48,668.00
<b>Total</b>	11	\$72,348.00	\$69,148.00

**Alteration**

Proposed Use	Number of Units	Construction Value	Intown Value
ASSEMBLY/AMUSEMENT	1	\$7,000.00	\$7,000.00
BUSINESS/OFFICE	1	\$5,000.00	\$5,000.00
DECK	1	\$7,500.00	\$7,500.00
MERCANTILE/RETAIL	3	\$270,525.00	\$270,525.00
RESTAURANT	1	\$9,000.00	\$9,000.00
SINGLE FAMILY DWELLIN	4	\$140,302.00	\$140,302.00
SUNROOM	2	\$30,588.00	\$30,588.00
<b>Total</b>	13	\$469,915.00	\$469,915.00

**Demolition**

Proposed Use	Number of Units	Construction Value	Intown Value
STORAGE/WAREHOUSE	1	\$28,000.00	\$28,000.00
<b>Total</b>	1	\$28,000.00	\$28,000.00

**Electrical**

Proposed Use	Number of Units	Construction Value	Intown Value
CHANGE OF SERVICE	1	\$2,000.00	\$2,000.00
COLLOCATION TOWER	1	\$4,000.00	\$0.00
ELECTRICAL SERVICE REC	2	\$1,750.00	\$1,750.00
OTHER	1	\$250.00	\$250.00
SINGLE FAMILY DWELLIN	3	\$6,500.00	\$5,700.00



<b>Total</b>	8	\$14,500.00	\$9,700.00
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### Mechanical

Proposed Use	Number of Units	Construction Value	Intown Value
GAS FUEL LINE	1	\$2,500.00	\$2,500.00
GAS GRILL	1	\$500.00	\$500.00
MECHANICAL INSTALLATI	2	\$11,442.00	\$11,442.00
MECHANICAL REPLACEME	48	\$390,578.00	\$353,652.00
TANKLESS HOT WATER HE	1	\$4,900.00	\$4,900.00
<b>Total</b>	53	\$409,920.00	\$372,994.00

### New Building

Proposed Use	Number of Units	Construction Value	Intown Value
SINGLE FAMILY DWELLIN	6	\$1,295,280.00	\$1,017,800.00
TOWNHOME	6	\$1,025,570.00	\$1,025,570.00
<b>Total</b>	12	\$2,320,850.00	\$2,043,370.00

### New Structure

Proposed Use	Number of Units	Construction Value	Intown Value
GARAGE DETACHED	1	\$12,000.00	\$12,000.00
OTHER	1	\$87,000.00	\$87,000.00
RESIDENTIAL STORAGE	1	\$3,000.00	\$3,000.00
SWIMMING POOL	1	\$45,000.00	\$45,000.00
<b>Total</b>	4	\$147,000.00	\$147,000.00

### Plumbing

Proposed Use	Number of Units	Construction Value	Intown Value
PLUMBING	2	\$6,663.00	\$6,663.00
SINGLE FAMILY DWELLIN	1	\$9,027.00	\$9,027.00
TANKLESS HOT WATER HE	2	\$12,500.00	\$12,500.00
<b>Total</b>	5	\$28,190.00	\$28,190.00

### Repair

Proposed Use	Number of Units	Construction Value	Intown Value
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FIRE ALARM SYSTEM	1	\$4,385.00	\$4,385.00
MANUFACTURED HOME	1	\$2,000.00	\$0.00
<b>Total</b>	<b>2</b>	<b>\$6,385.00</b>	<b>\$4,385.00</b>

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<b>Sum</b>	<b>Total Number of Permits</b>	<b>109</b>
	<b>Total Construction Value</b>	<b>\$3,497,108.00</b>
	<b>Total Intown Value</b>	<b>\$3,172,702.00</b>