

# TOWN OF GARNER



## TOWN COUNCIL MEETING

JUNE 5, 2017  
7:00 P.M.

Garner Police Department  
Training Room  
912 7th Avenue, Garner

**Town of Garner  
Town Council Agenda  
June 5, 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 Buck Kennedy

- C. INVOCATION: Council Member Buck Kennedy

- 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. Presentation of Civilian Commendation Award to BD Sechler, Human Resources Director ..... Page 6  
Presenter: Brandon Zuidema, Police Chief

- 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 7  
Presenter: Stella Gibson, Town Clerk

Adopt Council Meeting Minutes from the April 25, 2017 Work Session and the May 16, 2017 Regular and Closed Session Minutes.

Action: Adopt Minutes

2. Ordinance Amending FY 2016/2017 Operating Budget ..... Page 17  
Presenter: Pam Wortham, Finance Director

Request to move \$50,677 from Town fuel budgets for one-time purchases of air fiber antennas, virtual server host, network analyst extension, tire/wheel balancer, traffic data collector, engineering tablet, forecasting software, boathouse kayaks, ballfield paint machine, and sod at the CASL soccer fields.

Action: Adopt Ordinance (2017) 3857

3. Ordinance Amending the Town Hall Capital Project Budget ..... Page 25  
Presenter: Pam Wortham, Finance Director

Request to move \$46,000 from Fund 54 Timber Drive Capital Project to Fund 45 Town Hall Capital Project, and increase the total roadway project to \$366,000. This budget amendment provides the additional expenditures for CLH for roadway design costs that were missed in the original ordinance establishing the budget for Town Hall.

Action: Adopt Ordinance (2017) 3858

4. Resolution Authorizing Wake County to Collect Property Taxes ..... Page 28  
Presenter: Pam Wortham, Finance Director

This Resolution gives the Wake County Revenue Administrator authorization to levy and collect real and personal property taxes on behalf of the Town of Garner.

Action: Adopt Resolution No. (2017) 2322

5. Resolution to Declare Property as Surplus ..... Page 30  
Presenter: Pam Wortham, Finance Director

This resolution authorizes surplus and demolition of dwellings located at 211 Purvis Street, 301 Parker Street, and two mobile homes at 8101 Hebron Church Road.

Action: Adopt Resolution (2017) 2323

6. Stop Sign Placement ..... Page 32  
Presenter: Tony Chalk, Town Engineer

The Engineering Department is recommending approval to erect 1 stop sign as traffic control measure within the McCuller's Crossing development.

Action: Authorize Stop Sign Placement

7. Change of Position Title ..... Page 35  
Presenter: BD Sechler, Human Resources Director and Jeff Triezenberg, Planning Director

Request to amend the Assistant Planning Director position title to Planning Services Manager. This title change will be more consistent with planning departments in peer communities. Salary grade and range remain unchanged.

Action: Authorize Change of Position Title

8. Agency Funding Approved in the FY 2016/2017 Budget ..... Page 38  
Presenter: Michael Gammon, Budget and Special Projects Manager

Following the adoption of the budget, agreements were prepared and forwarded to each of the agencies receiving appropriations this year. Once signed, returned, and approved the Town will make the payments to the organizations in accordance with the schedule set out in the agreement. The Garner Educational Foundation has returned a fully executed agreement.

Action: Authorize Execution of Agreement

9. Resolution Authorizing the "Piggybacking" on a Purchase Agreement ..... Page 41  
Presenter: Chris Hagwood, Police Captain

This Resolution authorizes the Town to "piggyback" on a bid for mobile and portable radios by Wake County awarded on December 28, 2016 in accordance with provisions of North Carolina General Statutes. Funding for the purchase of the portable radios was approved in the FY 2016-2017 budget. Funding for the mobile radios is included in the FY 2017 - 2018 budget.

Action: Adopt Resolution No. (2017) 2324

10. Water Line Easement – Timber Drive ..... Page 63  
Presenter: William E. Anderson, Town Attorney

Council previously authorized the purchase of a remnant property along Timber Drive East from NC DOT to facilitate the installation of a water line to serve a private development on the south side of Timber Drive East. The property has been acquired and an easement for the water line has been prepared for execution. A consideration of \$5,000 will be paid to the Town to offset the purchase of the property.

Action: Authorize Execution of Easement

H. PUBLIC HEARINGS

1. General Use Rezoning Z-17-02, Loop Road ..... Page 69  
Presenter: David Bamford, Senior Planner

Town sponsored request to rezone approximately .48 acres from Residential 20 (R20) general use to Service Business conditional use. The property is located at 412 Loop Road.

Action: Close Public Hearing; Refer to Planning Commission

2. FY 2017-18 Economic Development Budget Hearing ..... Page 78  
Presenter: John Hodges, Asst. Town Manager-Development Services

This Public Hearing is being held for the purpose of complying with the requirements of North Carolina General Statute 158-7.1 which requires a public hearing for all economic development expenditures.

Action: Receive Public Comment

3. FY 2017-18 Recommended Budget Hearing ..... Page 80  
Presenter: Michael Gammon, Budget & Special Projects Manager

Town Council and the general public will be provided a second opportunity for discussion and input related to the FY 2017-18 recommended budget. The Budget Team is currently working on incorporating the changes discussed during the May 24, 2017 Special Budget Work Session.

Action: Receive Public Comment

I. NEW/OLD BUSINESS

1. Wake County Inspections Interlocal Agreements ..... Page 81  
Presenter: John Hodges-Asst. Town Manager-Development Services and Tony Beasley-Inspections Director

Wake County has proposed a consolidated building permitting, plan review and inspections process for Wake County Government and Wake Technical Community College construction and renovation projects. Wake County also proposes a ten year extension to the existing agreement covering Wake County Public Schools, which expires February 28, 2018 and is presented as "First Amendment."

Action: Authorize Execution of Agreements

J. COMMITTEE REPORTS

K. MANAGER REPORTS

1. garner info
2. Town Hall Updates

L. ATTORNEY REPORTS

M. COUNCIL REPORTS

N. ADJOURNMENT

Town of Garner  
Town Council Meeting  
Agenda Form

Meeting Date: June 5, 2017		
Subject: Civilian Commendation Award to BD Sechler		
Location on Agenda: Presentations		
Department: Garner Police Department		
Contact: Chief Zuidema		
Presenter: Chief Zuidema		
Brief Summary: Presentation of Civilian Commendation Award to BD Sechler, Human Resources Director.		
Recommended Motion and/or Requested Action:		
Detailed Notes: Town HR Director BD Sechler has been given a Civilian Commendation for his efforts in supporting a variety of GPD initiatives and his ongoing support of our staff.		
Funding Source:		
Cost:	One Time: <input type="radio"/>	Annual: <input type="radio"/> No Cost: <input checked="" type="radio"/>
Manager's Comments and Recommendations: Thank you Mr. Sechler for your efforts and the HR Department's assistance to the Police Department.		
Attachments Yes: <input checked="" type="radio"/> No: <input checked="" type="radio"/>		
Agenda Form Reviewed by:	Initials:	Comments:
Department Head:	BVZ	
Finance Director:		
Town Attorney:		
Town Manager:	RD	
Town Clerk:		

Town of Garner  
Town Council Meeting  
Agenda Form

Meeting Date: June 5, 2017		
Subject: Approval of 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 25, 2017 Work Session and May 16, 2017 Regular Meeting and Closed Session Minutes.		
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: 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:		



**Garner Town Council  
Council Work Session Minutes  
April 25, 2017**

The Garner Town Council met in a Work Session at 6:00 p.m. on Tuesday, April 25, 2017 in the Garner Police Department Training Room located at 912 7<sup>th</sup> Avenue.

**CALL MEETING TO ORDER/ROLL CALL**

Mayor Pro Tem Behringer called the meeting to order at 6:00 p.m.

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

Staff Present: Rodney Dickerson-Town Manager, John Hodges-Asst. Town Manager-Development Services, Matt Royslance-Asst. Town Manager-Operations, Brandon Zuidema-Police Chief, Chris Hagwood-Captain, Rick Mercier-Communications Manager, Michael Gammon-Budget & Special Projects Manager, William E. Anderson-Town Attorney, Lt. Mike McIver-Police Department, Shaw Curry-Officer and Rebecca Schlichter-Deputy Town Clerk.

**ADOPTION OF AGENDA**

Mr. Dickerson requested to add an item to discuss updates related to Town Hall.

Action: Agenda revised to include this item

Motion: Marshburn  
Second: Singleton  
Vote: Unanimous

**REPORTS/DISCUSSION**

**Body Worn Camera Policy**

Presenter: Brandon Zuidema, Police Chief

Chief Zuidema presented an update on the body-worn camera policy.

- Body Worn Camera Program Funding - Received a North Carolina Governor's Crime Commission grant in fall 2016
- \$24,500 for additional server space and some BWCs - Applied in March 2017 for a Bureau of Justice Assistance grant
- \$83,320 matching grant (allows for in-kind match) – 2 Year matching grant -Should know if approved by summer 2017
- Will allow for full roll-out of the Body Worn Camera program
- Letters of support from ACLU, NAACP, DA, Interact, others
- If the Bureau of Justice Assistance grant is not approved, we will need to re-evaluate

- PD Policy Development

Officers shall ensure that their BWC is activated and recording throughout the following incidents:

1. Any citizen interaction or other circumstance that will be documented in the Department's Records Management System, any other Department reporting process, or with notes in the CAD system.
2. Any other time the officer deems it appropriate to record an interaction based on the circumstances at hand;
3. When requested to record by a citizen (so long as no other restriction exists); and/or
4. Whenever directed by a supervisor.

Approved BWCs shall be used by officers for the following purposes:

1. To accurately document the circumstances or statements made during police-public contacts, arrests, and other incidents;
2. To enhance the documentation of crime or crash scenes or other events, including the confiscation and documentation of evidence or contraband;
3. To enhance the accuracy of reports;
4. To enhance the Department's ability to review employee work performance and training needs; and/or
5. As required by the Department's *Internal Affairs Manual*.

Officers are required to deploy with a functional BWC in the following circumstances:

1. All first responders are required to deploy wearing a functional BWC anytime they are working in their normal assignment.
2. SRT officers when deploying on any SRT operation.
3. All other sworn personnel are required to have their assigned BWC immediately accessible to them for deployment in accordance with the guidelines of this directive.
4. All sworn personnel working in an extra-duty capacity are required to deploy wearing a functional BWC.

Officers shall not activate their BWC in any of the following circumstances:

1. In a patient care area of a health facility unless conducting a suspect, victim, or witness interview, making an arrest, or in the event someone becomes adversarial. Officers must be cognizant of Health Insurance Portability and Accountability Act (HIPAA) protected information and ensure that such data is not recorded.
2. In the presence of a confidential informant or an undercover officer;
3. While in a courthouse or courtroom or to record any court proceeding (including an appearance before a magistrate) unless the recording is being made pursuant to an investigation, search, or arrest.
4. While in the Wake County Jail;
5. When conducting a strip search;
6. To record any non-law enforcement related activity.

Officers are not required to activate their BWC in any of the following circumstances:

1. DWI / Traffic checkpoints (unless reasonable suspicion or probable cause to detain the driver or a passenger is developed or a driver or other vehicle occupant is questioning the officer's actions);
2. Traffic control at crash scenes; or
3. If conducting an interview where there is already an audio and video recording being conducted.

Officers are encouraged (but not required) to communicate to citizens that they are being recorded.

Officers should give consideration to the totality of the circumstances and whether announcing the recording would have a positive impact on the event.

If asked, an officer will acknowledge that a recording is in progress if that is the case.

Action: No Action; Presentation only

### **Strategic Communications Plan**

Presenter: Rick Mercier, Communications Manager

Mr. Mercier reviewed the draft Strategic Communications Plan which separates out multiyear strategic goals, objectives and initiatives in an effort to be more consistent with the Town-wide Strategic Plan.

#### Goals

Communication Capacities: Continue to build the Town's communications channels and overall reach

Objective 1: Grow social media

Objective 2: Create new communications products and update existing ones

Objective 3: Maximize use of video

Objective 4: Use data-driven approaches

Objective 5: Strong relationships with partners

Community Engagement: Inform and educate residents and promote ways for residents of all backgrounds to become involved in Town decision-making processes

Objective 1: Keep residents informed about bond program

Objective 2: Support and encourage active and engaged citizenry

Objective 3: Embrace diversity and be responsive to the changing demographics of the community

Innovation and Efficiency: Identify and implement new technologies and communications platforms that are appropriate to Town needs

Objective 1: Explore more extensive use of online/cloud-based tools to produce graphics, publications and other products

Objective 2: Use emerging technologies and faster internet service to enhance access to government information

Marketing and Branding: Create outstanding communications products and messaging that enhance Garner's image and achieve greater consistency

Objective 1: Continue and enhance marketing and promotion of Garner in the Triangle and beyond

Objective 2: Achieve more consistency in Town's communications materials and messaging

Objective 3: Support PRCR (including GPAC) in marketing and promotion

Action: Place on future Council Agenda

### **Town Hall Update**

Presenter: John Hodges, Assistant Town Manager – Development Services

Mr. Hodges presented Council on the underground wiring status and previewed photos of the Town Hall Panels.

Mr. Hodges also advised the estimated cost for Duke Energy to run underground wiring at Town Hall is \$341,000 it is anticipated that the cost for the AT&T design work is between \$4,000 and \$5,000 however the final cost of relocating AT&T lines will not be available for approximately 8 weeks.

Action: Consensus was to have Duke Energy begin work and move forward with AT&T design work

### **MANAGER REPORTS**

#### **COUNCIL REPORTS**

Council Member Marshburn

- Reminded Council of the employee pancake breakfast on April 27<sup>th</sup>.
- Reminded Council of “Sylvia” being performed by Town players this weekend.

Mayor Pro Tem Behringer

- Reported the Governor Morehead School for the Blind will be holding an Open House on May 4<sup>th</sup> from 1:00 p.m. – 3:00 p.m. for elected officials to visit and educate themselves on what services they offer.
- Reported a light pole down in White Oak.

Council Member Singleton

- Recommended reading the News and Observer from this past weekend. Two articles he found very interesting-the 55 and older housing article and the article on automation of jobs.
- Asked if the town maintains the sidewalk on Westchester Drive to Vandora. This area needs to be mowed on a regular maintenance schedule.

**ADJOURNMENT:** 9:00 p.m.

**Town of Garner  
Town Council Meeting Minutes  
May 16, 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 Buck Kennedy, Council Member Ken Marshburn and Council Member Gra Singleton. Mayor Pro Tem Kathy Behringer and Council Member Johns were absent.

Staff Present: Rodney Dickerson-Town Manager, Matt Roylance-Asst. Town Manager-Operations, John Hodges-Asst. Town Manager-Development Services, Brandon Zuidema-Police Chief, Forrest Jones-Public Works Director, Tony Chalk-Town Engineer, David Bamford-Senior Planner, Rick Mercier-Communications Manager, William E. Anderson-Town Attorney, and Stella Gibson-Town Clerk.

**PLEDGE OF ALLEGIANCE:** Council Member Ken Marshburn

**INVOCATION:** Council Member Ken Marshburn invited Dr. Jeffrey Robinson, Senior Pastor at Juniper Level Missionary Baptist Church to deliver the invocation.

**PETITIONS AND COMMENTS**

Ms. Paula Page, who lives on Perdue Street, reported a problem with feral cats in her neighborhood, several break-in attempts at her home, a downed tree and litter on Old Garner Road, and areas near the Weston Ridge subdivision where debris is being dumped.

Mr. Joseph Hayes, who lives on Treybridge Lane, expressed concern over the speed limit on New Bethel Road. He requested the speed limit be lowered from 55 mph to 45 mph and for signage at the blind curve to his subdivision, Sutton Springs.

**ADOPTION OF AGENDA**

Mr. Dickerson advised Council of a date correction to Ordinance (2017) 2321, Right of Way Closing on Purser Drive, from July 5 to July 6, 2017.

Mr. Anderson requested to add a Closed Session pursuant to N.C. General Statutes 143-318.11(a)(1) and 143-318.11(a)(3).

Motion: Marshburn  
Second: Singleton  
Vote: Unanimous

**PRESENTATIONS**

**Recognition of CALEA Re-Accreditation and Proclamation recognizing Police Week.**

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.

**Proclamation recognizing National Put on Purple Day for Lupus Awareness.**

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

**Proclamation recognizing National Public Works Week.**

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

**CONSENT**

**Council Meeting Minutes**

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

**Annexation Petition ANX-17-02, Preakness Place**

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

**Road Closing SC-17-01, Purser Drive**

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

Motion: Kennedy  
Second: Singleton  
Vote: Unanimous

**PUBLIC HEARINGS**

## **NEW/OLD BUSINESS**

### **Main Street Streetscape Improvements Project – Design Services**

Presenter: Tony Chalk, Town Engineer

Mr. Chalk stated this project will include the design services for the Downtown Main Street Streetscape Project and will include design of the parking lot on the property which was previously purchased, curb and gutter, drainage improvements to Rand Mill Road, lighting improvements, street enhancements (planters, benches, etc.) and a trash collection area for downtown businesses. The total budget for the project is \$325,000. In addition to the project budget, a grant of \$25,000 will be applied to the project.

Action: Authorize Execution of Agreement with Kimley-Horn & Associates for \$65,500

Motion: Kennedy  
Second: Singleton  
Vote: Unanimous

Council Member Singleton requested additional information on the proposed lighting changes. Mr. Hodges explained the current lights are ill placed and have different pole styles. The goal is to provide continuity from the Recreation Center on Montague Street to Rand Mill Road. Replacement or relocation of the poles may be necessary based on the lighting plan from Duke Energy. In addition, the Town is converting lighting over to LEDs and it may not be possible to convert the existing lights. Mr. Chalk added that lighting will be provided from the south side of the street.

### **Main Street Streetscape Improvements Project – Surveying**

Presenter: Tony Chalk, Town Engineer

Mr. Chalk stated this agreement with RWK is to provide surveying services as part of the Main Street Streetscape Improvements Project.

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

Motion: Singleton  
Second: Marshburn  
Vote: Unanimous

## **COMMITTEE REPORTS**

## **MANAGER REPORTS**

- Mr. Hodges provided an update on the issue of standing water at 981 Lawndale Street. Staff worked with the City of Raleigh in the past to determine the water on site was not treated water. Mr. Chalk added the Town is not aware of any water pipes on the property, but there could be. It appears the water is from a natural spring. A notice was sent to the property owner last week regarding tall

grass and mosquito control. At this time, the Town is constrained by what we are able to do as this is a private matter between two adjacent property owners and may require legal intervention. Mr. Chalk volunteered to reach out to the property owner and discuss options. Staff will provide updates to Council as the situation progresses.

- garner info
- Finance Report
- Building & Permit Report
- Town Hall Updates – Mr. Hodges advised Council the suggestions for the decorative panels are being incorporated into the design as well as the minor edits. These will be sent to Council when complete.
- Mr. Chalk advised construction of the new Town Hall is moving quickly. A punch list has already been generated for the second floor; the first floor punch list should be generated this week. Work on the exterior of the building is almost complete then work on landscaping can begin. The next stage is to walk 7<sup>th</sup> Avenue and Aversboro to determine patching needs. Mr. Kennedy stated he supported altering the grading and landscaping plans to keep line of sights clean and obstructed. Construction of the low retaining wall should be completed today. Mr. Dickerson added that approximately 70 to 80 feet of curb and gutter will need to be replaced along the parking lot adjacent to the library. This is not currently part of the project, however staff will be placing on a Work Session agenda for discussion.
- The Infrastructure Symposium sponsored by the League of Municipalities scheduled for May 18, 2017.
- Budget Work Session scheduled for May 24, 2017 at 8:00 a.m.

## **ATTORNEY REPORTS**

## **COUNCIL REPORTS**

### **Kennedy**

- Asked for an update on the Highway 50 site. Mr. Anderson advised the outcome of the recent mediation required the property owner to remove the soil placed in the floodway; which they have done. Secondly, they were required to hire an engineer and file a site plan for placing dirt in the flood plain. The site contains a stream with a 50' riparian buffer on both sides. The next court appearance is scheduled for next week. Mr. Anderson added the site is zoned residential and the Town is unaware of any proposed development on the property.
- Asked how the Town can address re-occurring, more frequent issues related to tall grass, abandoned vehicles, etc. which devalue property and are a nuisance to neighbors. Mr. Anderson responded the Town needs stronger enforcement from the authority we already have. Currently, this is handled on a complaint basis. Mr. Dickerson added this topic will be discussed during the next Law and Finance Committee meeting.

### **Marshburn**

- Asked for an update on the Recreation Center. Mr. Chalk advised steel should be on site in two weeks. Once the footings and steel are in, the underground conduit and slab pour will occur. Work continues on the retaining wall. A construction schedule will be shared with Council when available.
- Attended the Marjorie Barefoot Education Awards and the Law Enforcement Banquet.

### **Singleton**



- Asked staff to follow-up on why the tree issue reported by Ms. Page earlier took 4 months to resolve.

**CLOSED SESSION**

Pursuant to N.C. General Statutes 143-318-11(a)(1) “to consult with the Town Attorney where there is a need to have confidential discussion with the Attorney other than regarding specific litigation” and N.C. General Statutes 143-318-11(a)(3) “to discuss litigation and specifically the case of CDI v. Town of Garner and ADW Architects.”

Motion: Marshburn  
Second: Kennedy  
Vote: Unanimous

**RETURN TO REGULAR SESSION AND ADJOURNMENT: 9:31 p.m.**

Town of Garner  
Town Council Meeting  
Agenda Form

Meeting Date: June 5, 2017		
Subject: Budget Amendment - Fuel Savings		
Location on Agenda: Consent		
Department: Finance		
Contact: Pam Wortham, Finance Director		
Presenter: Pam Wortham, Finance Director		
Brief Summary:  With verbal approval from Town Council, we are requesting to move \$50,677 from fuel budgets throughout various departments in the Town. There is one change from the original list. We will not be providing gutters on the police building. Instead we will be allocating that \$7,500 towards sodding of the Centennial soccer fields.		
Recommended Motion and/or Requested Action: Adopt Ordinance (2017) 3857		
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: This is a good use of fuel savings due to a combination of lower prices and decreased usage.		
Attachments Yes: <input checked="" type="radio"/> No: <input type="radio"/>		
Agenda Form Reviewed by:	Initials:	Comments:
Department Head:	PW	
Finance Director:	PW	
Town Attorney:		
Town Manager:	RD	
Town Clerk:		

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**FINANCE DEPARTMENT MEMORANDUM**

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**TO:** RODNEY DICKERSON, TOWN MANAGER  
**FROM:** PAM WORTHAM, FINANCE DIRECTOR  
**SUBJECT:** BUDGET AMENDMENT – FUEL SAVINGS  
**DATE:** MAY 31, 2017

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**GENERAL FUND**

With verbal approval from Town Council, we are requesting to move \$50,677 from fuel budgets throughout various departments in the Town. There is one change from the original list. We will not be providing gutters on the police building. Instead we will allocate that \$7,500 towards sodding of the Centennial soccer fields.

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

Estimated Fuel Savings for FY 2017

<b>ORG</b>	<b>OBJ</b>	<b>PROJECT</b>	<b>Department</b>	<b>Budget</b>	<b>Expended July - April</b>
10450000	523100		Economic Development	600.00	384.72
10461000	523100		Planning Admin	1,100.00	386.11
10462000	523100		Planning Land Use	500.00	163.79
10470000	523100		Inspections	4,500.00	2,968.41
10481000	523100		Engineering	2,400.00	799.90
10491000	523100		IT	160.00	42.63
10511000	523100		Police	128,500.00	85,814.36
10560000	523100		PW Admin	400.00	98.72
10561500	523100		Powell Bill	45,168.00	25,254.73
10562500	523100		Grounds	19,730.00	13,000.29
10563000	523100		Solid Waste	466.00	267.95
10564000	523100		Facility Mgt	5,631.00	3,570.58
10565000	523100		Fleet Mgt	2,600.00	840.07
10571000	523100		PR Admin	728.00	1,055.76
10574000	523100	72805	Youth & Athletics	378.00	-
10574100	523100	40540	Adult & Senior	189.00	-
				<b>213,050.00</b>	<b>134,648.02</b>

<b>Estimated for FY 2017</b>	<b>Estimated remaining budget</b>		
461.66	138.34	125	6000
463.33	636.67	625	13000
196.55	303.45	290	2100
3,562.09	937.91	925	8800
959.88	1,440.12	1400	3357
51.16	108.84	100	970
102,977.23	25,522.77	25300	1300
118.46	281.54	62	2800
30,305.68	14,862.32	14800	
15,600.35	4,129.65	4100	
321.54	144.46	100	4850
4,284.70	1,346.30	1300	7500
1,008.08	1,591.92	1550	
1,266.91	-538.91		
0.00	378.00		
0.00	189.00		
161,577.62	51,472.38	50,677.00	0.00 50,677.00

Proposed uses of fuel savings  
 June 2017

<b>Item</b>	<b>Department</b>	<b>Amount</b>
AirFiber Antennas	IT-10491000-523399	6,000
Virtual Server Host	IT-10491000-537400	13,000
Network Analyst Extension	Planning-1046410-523399	2,100
Tire/Wheel Balancer	Fleet Mgt - 10565000-523399	8,800
Traffic Data Collector	Police - 10511000-523399	3,357
Engineering Tablet	Engineering - 10481000-523399	970
Forecasting Software	Manager - 10421000-523399	1,300
Boathouse Kayaks	PRCR Outdoor - 10574200-523399	2,800
Ballfield Paint Machine	Grounds Mgt - 10562500-523399	4,850
Sod Centennial soccer fields	Grounds Mgt - 10562500-524300	7,500
	<b>Total</b>	<b>50,677</b>

ORDINANCE NO. (2017) 3857

ORDINANCE AMENDING ORDINANCE NO. (2016) 3817  
WHICH ESTABLISHED THE 2015 – 2016 OPERATING BUDGET

BE IT ORDAINED by the Town Council of the Town of Garner, North Carolina:

Section One. That the GENERAL FUND be amended as follows:

**General Fund Budget Changes:**

<b>Department/ Category</b>	<b>Description</b>	<b>Current</b>	<b>Amended</b>	<b>Net Change</b>
<b><i>Expenditures</i></b>				
10450000-523100	Economic Development – Fuel	\$600	\$475	-\$125
10461000-523100	Planning Admin - Fuel	\$1,100	\$475	-\$625
10462000-523100	Planning Land Use - Fuel	\$500	\$210	-\$290
10470000-523100	Inspection - Fuel	\$4,500	\$3,575	-\$925
10481000-523100	Engineering - Fuel	\$2,400	\$1,000	-\$1,400
10491000-523100	IT - Fuel	\$160	\$60	-\$100
10511000-523100	Police Admin - Fuel	\$128,500	\$103,200	-\$25,300
10560000-523100	PW Admin - Fuel	\$400	\$338	-\$62
10561500-523100	Powell Bill - Fuel	\$45,168	\$30,368	-\$14,800

10562500-523100	PW Ground Mgt - Fuel	\$19,730	\$15,630	-\$4,100
10563000-523100	PW Solid Waste - Fuel	\$466	\$366	-\$100
10564000-523100	PW Facility Mgt - Fuel	\$5,631	\$4,331	-\$1,300
10565000-523100	PW Fleet Mgt - Fuel	\$2,600	\$1,050	-\$1,550
10491000-523399	IT-non capital equipment	\$57,405	\$63,405	+\$6,000
10491000-527400	IT equipment	\$0	\$13,000	+\$13,000
10461000-523399	Planning Admin-non capital equipment	\$2,394	\$4,494	+\$2,100
10565000-523399	Fleet Mgt-non capital equipment	\$5,800	\$14,600	+\$8,800
10511000-523399	Police – non capital equipment	\$349,324	\$352,681	+\$3,357
10481000-523399	Engineering-Non capital equipment	\$0	\$970	+\$970
10421000-523399	Manager-Dept Supplies Software	\$0	\$1,300	+\$1,300
10574200-523399	PRCR Outdoor- non capital equipment	\$0	\$2,800	+\$2,800
10562500-523399	Grounds mgt – non capital equipment	\$4,000	\$9,850	+\$4,850
10562500-524300	Grounds mgt – contract services	\$16,001	\$23,501	\$7,500



Section Two. Copies of this ordinance shall be furnished to the Finance Director and the Town Clerk for their direction in the disbursement of the Town's funds and for public inspection.

Duly adopted this 5<sup>th</sup> day of June, 2017.

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Ronnie S. Williams, Mayor

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

Town of Garner  
Town Council Meeting  
Agenda Form

Meeting Date: June 5, 2017		
Subject: Budget Amendment - Town Hall		
Location on Agenda: Consent		
Department: Finance		
Contact: Pam Wortham, Finance Director		
Presenter: Pam Wortham, Finance Director		
<b>Brief Summary:</b>  As discussed in the Town Council work session on May 30, 2017, this budget amendment provides the additional expenditures for CLH for roadway design costs that were missed in the original ordinance establishing the budget for Town Hall. We are requesting to move \$46,000 from Fund 54 Timber Drive Capital Project to Fund 45 Town Hall Capital Project, and increase the total roadway project to \$366,000.		
<b>Recommended Motion and/or Requested Action:</b> Adopt Ordinance (2017) 3858		
Detailed Notes:		
Funding Source:		
Cost:	One Time: <input 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:	PW	
Finance Director:	PW	
Town Attorney:		
Town Manager:	RD	
Town Clerk:		

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**FINANCE DEPARTMENT MEMORANDUM**

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**TO:** RODNEY DICKERSON, TOWN MANAGER  
**FROM:** PAM WORTHAM, FINANCE DIRECTOR  
**SUBJECT:** BUDGET AMENDMENT – VARIOUS  
**DATE:** MAY 31, 2017

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**GENERAL FUND**

As discussed in the Town Council work session on May 30, 2017, this budget amendment provides the additional expenditures for CLH for roadway design costs that were missed in the original ordinance establishing the budget for Town Hall. We are requesting to move \$46,000 from Fund 54 Timber Drive Capital Project to Fund 45 Town Hall Capital Project, and increase the total roadway project to \$366,000.

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

ORDINANCE NO. (2017) 3858

ORDINANCE AMENDING ORDINANCE NO. (2016) 3829  
WHICH ESTABLISHED THE TOWN HALL CAPITAL PROJECT

BE IT ORDAINED by the Town Council of the Town of Garner, North Carolina:

Section One. That the CAPITAL PROJECT FUND be amended as follows:

**General Fund Budget Changes:**

<b>Department/ Category</b>	<b>Description</b>	<b>Current</b>	<b>Amended</b>	<b>Net Change</b>
<b>Expenditures</b>				
<b>Town Hall</b>				
45411000-527600-00002	Road Improvements-Town Hall	\$320,000	\$366,000	+\$46,000
<b>Timber Drive</b>				
54481000-554500	Transfer to Town Hall Cap Project (Fund 45)	\$320,000	\$366,000	+\$46,000
54481000-524300	Contract Services	\$2,148,607	\$2,102,607	-\$46,000
<b>Revenues</b>				
<b>Town Hall</b>				
45411000-471054	Transfer from Timber Dr (Fund 54)	\$320,000	\$366,000	+\$46,000

Section Two. Copies of this ordinance shall be furnished to the Finance Director and the Town Clerk for their direction in the disbursement of the Town's funds and for public inspection.

Duly adopted this 5<sup>th</sup> day of June, 2017.

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

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

Town of Garner  
Town Council Meeting  
Agenda Form

Meeting Date: June 5, 2017		
Subject: Authorization for Wake County Revenue to Levy & Collect Garner Property Tax		
Location on Agenda: Consent		
Department: Finance		
Contact: Pam Wortham, Finance Director		
Presenter: Pam Wortham, Finance Director		
Brief Summary:  This Resolution authorizes the Wake County Revenue Administrator to levy and collect property taxes for the Town of Garner for the FY 2017/2018 budget year.		
Recommended Motion and/or Requested Action: Adopt Resolution (2017) 2322		
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:	PW	
Finance Director:		
Town Attorney:		
Town Manager:	RD	
Town Clerk:		

**RESOLUTION NO. (2017) 2322**

**A RESOLUTION OF THE GARNER TOWN COUNCIL  
AUTHORIZING THE WAKE COUNTY REVENUE ADMINISTRATOR  
TO LEVY AND COLLECT PROPERTY TAXES FOR THE TOWN OF GARNER**

**BE IT RESOLVED** by the Town Council of the Town of Garner, North Carolina, as follows:

The Wake County Revenue Administrator is hereby authorized, empowered, and commanded to levy and collect taxes set forth in the tax records filed in the Office of the Wake County Revenue Administrator in the amounts and from the taxpayers likewise therein set forth.

This resolution bestows the Wake County Revenue Administrator with full and sufficient authority to levy and collect any real or personal property taxes on behalf of the town of Garner, North Carolina.

Witness my hand and official seal, this 5<sup>th</sup> day of June, 2017.

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

ATTEST:

\_\_\_\_\_  
Stella Gibson, Town Clerk

Town of Garner  
Town Council Meeting  
Agenda Form

Meeting Date: June 5, 2017		
Subject: Resolution Declaring Surplus Property		
Location on Agenda: Consent		
Department: Finance		
Contact: Pam Wortham, Finance Director		
Presenter: Pam Wortham, Finance Director		
<b>Brief Summary:</b>  This resolution authorizes surplus and demolition of dwellings located at 211 Purvis Street, 301 Parker Street, and two mobile homes at 8101 Hebron Church Road.		
<b>Recommended Motion and/or Requested Action:</b> Adopt Resolution (2017) 2323		
<b>Detailed Notes:</b> The GVFD will be burning down two mobile homes at 8101 Hebron Church Rd in the fall. There is no salvage value. Houses located at 211 Purvis Street and 301 Parker Street will be demolished. Because of the close proximity to other homes, burning may not be appropriate. Because the items are classified as real property, the Council must approve them as surplus in order for staff to proceed with demolition.		
Funding Source:		
Cost:	One Time: <input type="radio"/>	Annual: <input type="radio"/> No Cost: <input checked="" type="radio"/>
<b>Manager's Comments and Recommendations:</b> Structures are in poor condition, so salvage and demolition is consistent with action taken on previously acquired properties.		
Attachments Yes: <input checked="" type="radio"/> No: <input type="radio"/>		
Agenda Form Reviewed by:	Initials:	Comments:
Department Head:	PW	
Finance Director:	PW	
Town Attorney:		
Town Manager:	RD	
Town Clerk:		

RESOLUTION NO. (2017) 2323  
RESOLUTION AUTHORIZING SURPLUS PERSONAL PROPERTY

WHEREAS, pursuant to N.C.G.S. 160A-265 municipalities are authorized to dispose of personal property;

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

That the Town Manager is hereby authorized to surplus the dwellings located at the following property:

211 Purivs Street:	PIN # 1711613782
301 Parker Street:	PIN # 1711621206
8101 Hebron Church Road:	2 mobile homes

AND BE IT FURTHER RESOLVED by the Garner Town Council that the Town Manager is hereby authorized to direct demolition of the dwellings located on the above referenced property.

Duly adopted this the 5<sup>th</sup> day of June, 2017.

\_\_\_\_\_  
Mayor Ronnie Williams

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



Town of Garner  
Town Council Meeting  
Agenda Form

Meeting Date: June 5, 2017		
Subject: Stop Sign Placement		
Location on Agenda: Consent		
Department: Engineering		
Contact: Tony Chalk		
Presenter: Tony Chalk		
Brief Summary:  The Engineering Department is recommending approval to erect 1 stop sign as traffic control measure within the McCuller's Crossing development.		
Recommended Motion and/or Requested Action: Approve stop sign placement at intersection within the McCuller's Crossing development.		
Detailed Notes:  See attached memo and map.		
Funding Source: N/A		
Cost:	One Time: <input type="radio"/>	Annual: <input type="radio"/> No Cost: <input checked="" type="radio"/>
Manager's Comments and Recommendations: N/A		
Attachments Yes: <input checked="" type="radio"/> No: <input type="radio"/>		
Agenda Form Reviewed by:	Initials:	Comments:
Department Head:		
Finance Director:		
Town Attorney:		
Town Manager:	RD	
Town Clerk:		

TOWN OF GARNER  
ENGINEERING DEPARTMENT  
**MEMORANDUM**

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TO: Town Council

FROM: Tony Chalk, PE, PLS  
Town Engineer

DATE: June 5, 2017

SUBJECT: Stop Sign at McCuller's Crossing Shopping Center

Shady Summit Way, a previously existing street within the McCuller's Crossing Shopping Center, was recently incorporated by the Town in relation to the McCuller's Crossing housing developments. Therefore, the Engineering Department is recommending the following street intersection for a stop condition:

Stop Condition

Through Street

Shady Summit Way

Fayetteville Road / US Hwy 401

The stop conditions will serve as a basic traffic control measure. Please let me know if there are any questions.

Attachment

● = STOP SIGN

I, MICHAEL A. MOSS, CERTIFY THAT THIS PLAN WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION. THE PLAN IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEY. THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED. THAT THE KIND OF PRECISION SPECIFIED IN THE PLAN IS THE KIND OF PRECISION THAT WAS USED IN THE SURVEY. WITH A.S. 47-30 AS AMENDED. AND THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYORS IN NORTH CAROLINA. I HAVE SIGNED THIS ORIGINAL SURVEYING REGISTRATION NUMBER AND SEAL.

THIS 22<sup>ND</sup> DAY OF SEPTEMBER, 2016.

*Michael A. Moss*  
PROFESSIONAL LAND SURVEYOR (L-3794)



WAKE COUNTY, NORTH CAROLINA

I, David Clark, REVIEW OFFICER FOR THE ABOVE COUNTY AND STATE, CERTIFY THAT THE MAP OR PLAN TO WHICH THIS CERTIFICATION IS REFERRED COMPLETES ALL STATUTORY REQUIREMENTS FOR RECORDING.

*David Clark*  
REVIEW OFFICER

CERTIFICATE OF OWNERSHIP AND DEDICATION

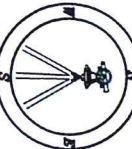
I HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY DESCRIBED HEREON, THAT PROPERTY IS LOCATED WITHIN THE SUBDIVISION REGULATION JURISDICTION OF THE TOWN OF GARNER, THAT I HEREBY RELINQUISH TO THE TOWN OF GARNER THE RIGHT OF FIRST REFUSAL, AND I HEREBY DEDICATE TO THE TOWN OF GARNER, STREETS, ALLEYS, WALKS, PARKS, OPEN SPACE, AND EASEMENTS, EXCEPT SPECIFICALLY INDICATED AS PRIVATE, AND THAT I WILL CONVEY TO THE TOWN OF GARNER THE RIGHT OF FIRST REFUSAL ACCEPTED BY THE APPROPRIATE PUBLIC AUTHORITY. ALL PROPERTY SHOWN ON THIS PLAN DEDICATED FOR A PUBLIC USE AUTHORIZED BY LAW WHEN IN THE PUBLIC INTEREST.

DATE: October 5, 2016  
OWNER (PRINT): Carolyn R. Armstrong  
Carolyn R. Armstrong  
OWNER (SIGNATURE) TO BE NOTARIZED

NORTH CAROLINA, Cumberland County  
I, Steven M. Leavess, A NOTARY PUBLIC OF THE COUNTY AND STATE AFORESAID, CERTIFY THAT I HEREBY PREPARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTRUMENT, WITNESSED BY TWO OTHER QUALIFIED PERSONS, IN THE PRESENCE OF THE PARTIES TO THE INSTRUMENT.

*Steven M. Leavess*  
NOTARY PUBLIC

MY COMMISSION EXPIRES August 21, 2020



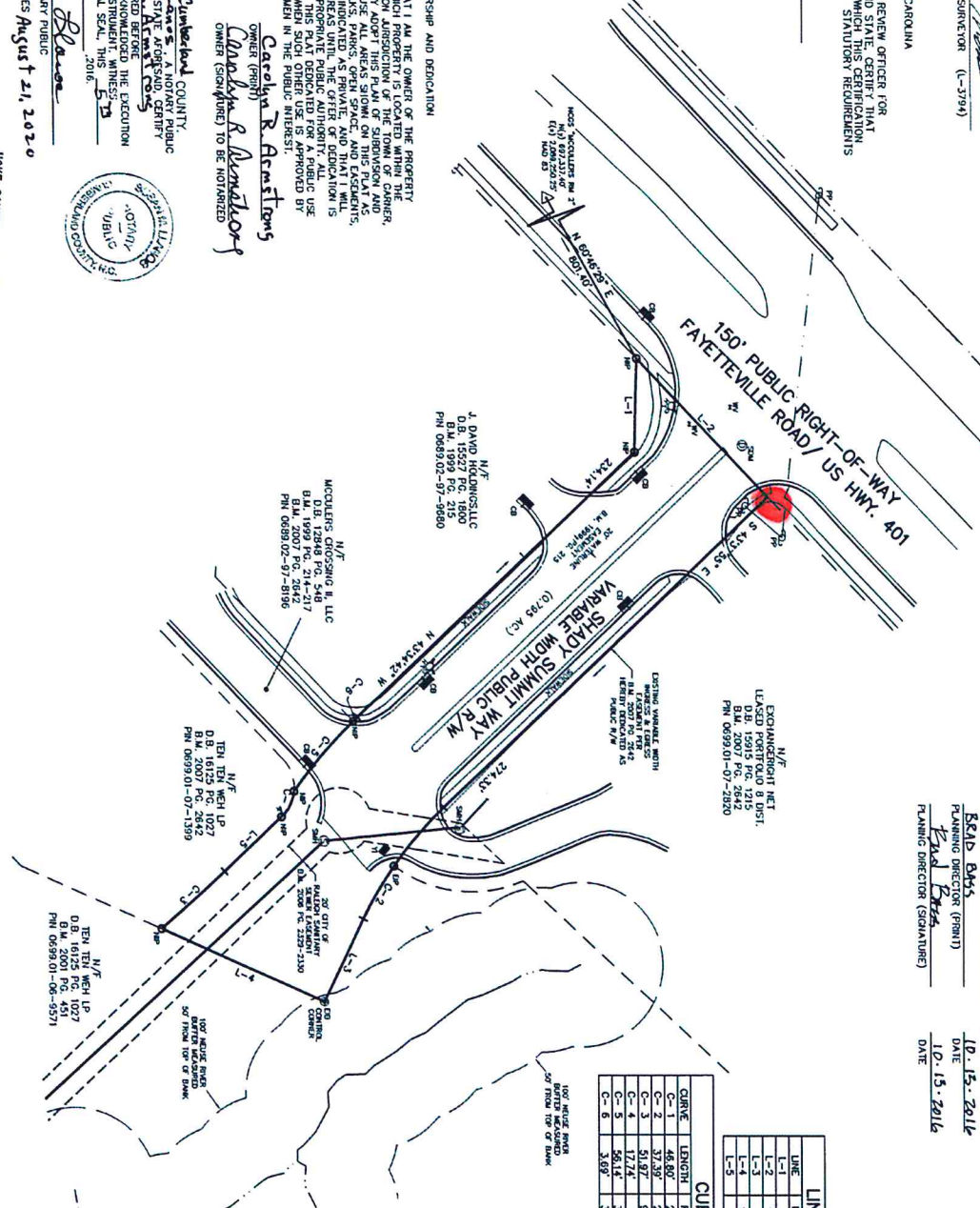
HAYE COUNTY, NC 100  
LEORA N. BLODICK  
REGISTERED PROFESSIONAL  
PRESENTED & RECORDED ON  
10/14/2016 13:51:02  
BOOK: 312818 PAGE: 01730

I, MICHAEL A. MOSS, PROFESSIONAL LAND SURVEYOR NO. L-3794, CERTIFY THAT THIS PLAN IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEY. THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED. THAT THE KIND OF PRECISION SPECIFIED IN THE PLAN IS THE KIND OF PRECISION THAT WAS USED IN THE SURVEY. WITH A.S. 47-30 AS AMENDED. AND THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYORS IN NORTH CAROLINA. I HAVE SIGNED THIS ORIGINAL SURVEYING REGISTRATION NUMBER AND SEAL.

THIS 22<sup>ND</sup> DAY OF SEPTEMBER, 2016.

*Michael A. Moss*  
PROFESSIONAL LAND SURVEYOR NO. L-3794

341 2016 Pg 1730



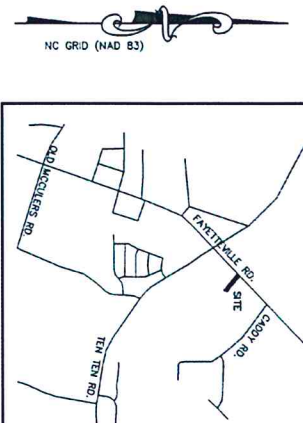
CERTIFICATE OF APPROVAL BY THE DIRECTOR OF PLANNING

I HEREBY CERTIFY THAT ALL STREETS SHOWN ON THIS PLAN ARE WITHIN THE TOWN OF GARNER'S PLANNING JURISDICTION. ALL STREETS AND OTHER IMPROVEMENTS SHOWN ON THIS PLAN HAVE BEEN REVIEWED AND FOUND TO BE IN ACCORDANCE WITH THE TOWN OF GARNER'S PLANNING DEPARTMENT'S STANDARDS AND SPECIFICATIONS. THE TOWN OF GARNER'S PLANNING DEPARTMENT HAS BEEN ADVISED BY THE POSTING OF A PERFORMANCE BOND OR OTHER SUFFICIENT SURETY, AND THAT THE SUBDIVISION WITHIN THE TOWN OF GARNER'S PLANNING JURISDICTION CONFORMS WITH THE PRELIMINARY SUBDIVISION APPROVED BY THE TOWN OF GARNER'S PLANNING DEPARTMENT. THIS CERTIFICATE OF APPROVAL IS VALID FOR 90 DAYS OF THE DATE BELOW.

DATE: 10-15-2016  
DATE: 10-15-2016

*David Clark*  
PLANNING DIRECTOR (SIGNATURE)

LINE TABLE		CURVE TABLE	
LINE	LENGTH	RADIUS	CHORD
L-1	56.88'	230.00'	46.72'
L-2	118.00'	230.00'	37.35'
L-3	55.49'	990.50'	51.86'
L-4	180.00'	230.00'	17.37'
L-5	389.00'	300.00'	98.00'



RIGHT-OF-WAY DEDICATION PLAN FOR  
**TEN TEN WEH LP**

OWNER: **MCULLERS CROSSING II, LLC**  
REF: D.B. 12848 PAGE 548  
REF: B.M. 1999 PAGE 214-217  
REF: B.M. 2007 PAGE 2642

TOWN OF GARNER  
PANTHER BRANCH TOWNSHIP  
WAKE COUNTY, NORTH CAROLINA

SCALE 1"=50'  
AUGUST 23, 2016  
ZONED SB  
PIN # 0689.02-97-8196

LINE TYPE LEGEND

---	PROPERTY LINE - LINE SURVEYED
---	RIGHT-OF-WAY LINE - LINE SURVEYED
---	EXISTING EASEMENT
---	PROPOSED EASEMENT
---	RIGHT-OF-WAY LINE - NOT SURVEYED
---	PROPOSED RIGHT-OF-WAY LINE
---	RIGHT-OF-WAY LINE - NOT SURVEYED
---	PROPOSED RIGHT-OF-WAY LINE

NOTES

1. AREA COMPUTED BY COORDINATE METHOD.

2. THIS PLAN IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEY.

3. CALL N.C. DIVISION OF WATER QUALITY TO VERIFY (919-731-4200).

CAWTHORNE, MOSS & PANCIERA, P.C. PROFESSIONAL LAND SURVEYORS, C-1525, 333 S. WHITE STREET, P.O. BOX 1253, WAKE FOREST N.C., 27588, (919) 556-3148

Town of Garner  
Town Council Meeting  
Agenda Form

Meeting Date: June 5, 2017		
Subject: Change of Position Title		
Location on Agenda: Old/New Business		
Department: Planning		
Contact: BD Sechler, Human Resources Director		
Presenter: BD Sechler, Human Resources Director & Jeff Triezenberg, Planning Director		
<b>Brief Summary:</b>  Request to amend the Assistant Planning Director position title to Planning Services Manager. This title change will allow the position to be more consistent with planning departments in peer communities. Salary grade and range remain unchanged.		
<b>Recommended Motion and/or Requested Action:</b> Authorize Change of Position Title		
<b>Detailed Notes:</b>    		
<b>Funding Source:</b>		
<b>Cost:</b>	<b>One Time:</b> <input type="radio"/>	<b>Annual:</b> <input type="radio"/>
		<b>No Cost:</b> <input checked="" type="radio"/>
<b>Manager's Comments and Recommendations:</b> This change will align our department structure with industry standards.		
<b>Attachments Yes:</b> <input checked="" type="radio"/> <b>No:</b> <input type="radio"/>		
<b>Agenda Form Reviewed by:</b>	<b>Initials:</b>	<b>Comments:</b>
<b>Department Head:</b>	BDS/JT	
<b>Finance Director:</b>		
<b>Town Attorney:</b>		
<b>Town Manager:</b>	RD	
<b>Town Clerk:</b>		

## **PLANNING SERVICES MANAGER**

### **GENERAL DEFINITION AND CONDITIONS OF WORK:**

This position performs professional planning work assisting the Planning Director with organizing and strategically directing the activities of the Planning Department. Work is performed under the general supervision of the Planning Director. Supervision is exercised over department personnel within the land use and transportation services section.

- Must be able to perform basic operational skills of stooping, standing, walking, pushing, pulling, lifting, grasping, talking and hearing;
- Must be able to perform light work, exerting up to 10 pounds of force;
- Must possess visual acuity to prepare and analyze data, do extensive reading, operate a computer terminal, perform visual inspections and use measurement devices.

### **ESSENTIAL FUNCTIONS/TYPICAL TASKS:**

- Advises the Town Manager and Town officials on planning matters and serves as acting Planning Director in his or her absence;
- Assists the Planning Director in budget preparation and administration;
- Advises the Planning Director on land use and transportation matters;
- Performs and manages complex and sensitive professional planning projects, research and analysis as assigned;
- Manages consultant contracts for the Department as assigned;
- Assists the Planning Director in conducting pre-application conferences;  
Manages the annexation petition process and Unified Development Ordinance text amendments for the Department;
- Represents the Town as the alternate member of the Technical Coordinating Committee of the Capital Area Metropolitan Organization;  
Serves as the Town liaison to the Wake County Housing and Community Revitalization Division;
- Consults with officials in other local, state or federal agencies regarding land use and transportation-related issues;
- Advises Town Council, Board of Adjustment, Planning Commission and others on land use and transportation-related issues;
- Manages the Town's GIS database;
- Supervises staff within the land use and transportation services section and provides overall management of section-related planning issues;
- Evaluates section operations and activities, recommending improvements and modifications;
- Attends a number of evening meetings;
- Performs other related tasks as assigned.

### **KNOWLEDGE, SKILLS AND ABILITIES:**

- Comprehensive knowledge of the principals and practices of urban planning and community development;
- Comprehensive knowledge of current literature, recent developments and sources of information related to urban planning;
- Thorough knowledge of economics, municipal finance, environmental studies and sociology as they relate to municipal planning;
- Working knowledge of general office and GIS technology, as well as the principles of database management;
- Working knowledge of the methods and techniques used in effectively preparing and presenting technical reports;

- General knowledge of the principles of civil/transportation engineering and landscape architecture as they relate to planning and urban design;
- General knowledge of research methods and statistical principles related to urban growth and development;
- General knowledge of budgeting, purchasing and other local government procedures;
- General knowledge of pertinent federal, state and local laws, codes and regulations as they relate to planning;
- Ability to effectively plan, supervise and direct the work of subordinates;
- Ability to interpret and analyze data and prepare and present oral and written technical reports;
- Ability to manage multiple, high-priority assignments;
- Ability to establish and maintain effective working relationships with employees, officials, other agencies and the general public.

**EDUCATION AND EXPERIENCE:**

Graduation from a four-year accredited college or university with a degree in geography, urban planning, landscape architecture or related field and at least seven years of professional planning experience required. A master's degree in urban planning or related field and at least five years or more of supervisory experience preferred.

**SPECIAL REQUIREMENTS**

Possession of a valid North Carolina driver's license.  
AICP certification is required.

Town of Garner  
Town Council Meeting  
Agenda Form

Meeting Date: June 5, 2017		
Subject: Agency Funding Approved in the FY 2016-17 Budget		
Location on Agenda: Consent		
Department: Town Manager's Office		
Contact: Michael Gammon, Budget and Special Projects Manager		
Presenter: Michael Gammon, Budget and Special Projects Manager		
<b>Brief Summary:</b>  Following the adoption of the budget, agreements were prepared and forwarded to each of the agencies receiving appropriations this year. Once returned, signed, and approved, the Town will make the payments to the organizations in accordance with the schedule set out in the agreement.		
<b>Recommended Motion and/or Requested Action:</b> Authorize execution of agreement.		
<b>Detailed Notes:</b> Agreement is included in the agenda.		
<b>Funding Source:</b> FY 2016-17 General Fund Budget		
Cost: \$10,000	One Time: <input checked="" type="radio"/>	Annual: <input type="radio"/> No Cost: <input checked="" type="radio"/>
<b>Manager's Comments and Recommendations:</b> The Town thanks these program partners for filling a need and serving the Garner community.		
Attachments Yes: <input checked="" type="radio"/> No: <input type="radio"/>		
Agenda Form Reviewed by:	Initials:	Comments:
Department Head:	MG	
Finance Director:		
Town Attorney:		
Town Manager:	RD	
Town Clerk:		

**AGREEMENT BETWEEN THE GARNER EDUCATIONAL FOUNDATION, INC.  
AND THE TOWN OF GARNER**

NORTH CAROLINA  
WAKE COUNTY

This grant agreement is made and entered into this 21<sup>st</sup> day of January, 2017, by and between the Town of Garner, a municipal corporation of the State of North Carolina, hereinafter called the Town, and Garner Educational Foundation, Inc., a non-profit community agency which supports educational programs in Garner, including college scholarships and Schools and Communities Organized to Read (SCOR), hereinafter called the Grantee.

WITNESSETH:

In consideration of the mutual promises hereinafter contained, the Town and the Grantee agree as follows:

1. **TERM OF AGREEMENT.** This agreement shall be in effect for the grant period of July 1, 2016 through June 30, 2017.
2. **RESPONSIBILITIES - GRANTEE.** For the duration of this agreement, Garner Educational Foundation, Inc. shall:
  - A. Make available to residents of the Town of Garner all of the Grantee's programs.
  - B. Accurately complete and submit to the Town of Garner a summary of the organization's activities within three months of the close of the Grantee's fiscal year.
3. **INDEMNIFICATION.** To the maximum extent allowed by law, the Grantee shall indemnify and save harmless the Town and its officers, officials, agents, and employees from and against all claims, judgments, costs, expenses, including reasonable attorney's fees, which arise in any manner from or as a result of performance of this grant agreement by, or the acts or omissions of, the Grantee or the Grantee's officers, officials, agents, or employees.
4. **PAYMENT FOR SERVICES.** Upon execution of this agreement by both parties, the Town shall make a payment of \$10,000 in one lump sum under its standard schedule for issuing checks.
5. **ACCOUNTING/USE OF APPROPRIATION.** Garner Educational Foundation, Inc. agrees not to spend this appropriation from the Town, or any part thereof, for any purpose other than for the express purposes of the organization.

In order to verify compliance with this provision, the Grantee shall provide to the Town, within three months after the close of the Town's fiscal year, a true and accurate accounting of the actual expenditures of the Town's appropriation to the Grantee for the fiscal year just completed including, for the purpose of determining excess reserves, a Cash Position Report reflecting its cash position as of June 30 of the fiscal year just completed in which the Grantee received Town funding. All appropriations from the Town, which remain unused by the Grantee as of June 30 of the fiscal year just completed, must be accounted for.



6. NON-DISCRIMINATION ASSURANCES. It is specifically agreed as part of the consideration of the signing of this Contract that the parties hereto, their agents, officials, employees or servants will not discriminate in any manner on the basis of age, handicap, sex, race, color, creed, sexual orientation or national origin with reference to the subject of this Contract, no matter how remote.

This provision shall be binding on the successors and assigns of the parties hereto with reference to the subject matter of this Contract.

7. FIDELITY. Grantee covenants that all information provided, all statements and representations made on its application for funds made by this Contract is true. The Town may terminate this Contract for any inaccuracy or misrepresentation in said application.

IN WITNESS WHEREOF the Town of Garner has caused this agreement to be signed in its name by its Town Manager and attested by its Clerk, and Garner Educational Foundation, Inc., has caused this agreement to be signed in its name by its officers.

TOWN OF GARNER

\_\_\_\_\_  
Town Manager

Attest:

\_\_\_\_\_  
Town Clerk

GARNER EDUCATIONAL FOUNDATION, INC.

*Cathy Williams*  
Title: *Chair*

Attest:

*Angie Chalk*  
\_\_\_\_\_  
Title: *Treasurer*

\* \* \* \* \*

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act on this \_\_\_\_ day of \_\_\_\_\_, 201~~6~~.7

\_\_\_\_\_  
Pam Wortham, Finance Director

Town of Garner  
Town Council Meeting  
Agenda Form

Meeting Date: June 5, 2017		
Subject: Portable and Mobile Radio Purchase		
Location on Agenda: Consent		
Department: Police Department		
Contact: Chris Hagwood, Captain		
Presenter: Chris Hagwood, Captain		
Brief Summary: The Police Department needs approval to purchase mobile and portable radios through the Wake County Contract.		
Recommended Motion and/or Requested Action: Adopt Resolution (2017) 2324		
Detailed Notes: The Police Department is seeking the Council's approval to purchase 70 mobile radios and 75 portable radios. These purchases will be conducted through the Wake County Contract, as it is a County System that we will be using. The cost of the portable radios is in the approved FY 16-17 budget. The mobile radios are included in the FY 17-18 budget. Please see attached contract.		
Funding Source: 10511000-523399		
Cost: \$252,537.75	One Time: <input checked="" type="radio"/>	Annual: <input type="radio"/> No Cost: <input checked="" type="radio"/>
Manager's Comments and Recommendations: Approval will allow the Town to purchase the equipment at a lower price than we could on our own.		
Attachments Yes: <input checked="" type="radio"/> No: <input type="radio"/>		
Agenda Form Reviewed by:	Initials:	Comments:
Department Head:	BVZ	
Finance Director:		
Town Attorney:		
Town Manager:	RD	
Town Clerk:		

RESOLUTION NO. (2017) 2324

**RESOLUTION AUTHORIZING THE "PIGGYBACKING" ON A PURCHASE AGREEMENT FROM  
WAKE COUNTY, NORTH CAROLINA**

WHEREAS, the Town of Garner would like to piggyback on a bid for Mobile and Portable Radio Equipment by Wake County, North Carolina awarded on December 28, 2016 in accordance with provisions of North Carolina General Statute 143-129; and

WHEREAS, the Purchasing Manager has verified that the conditions of "piggybacking" on the original contract have been met; and

WHEREAS, a public notice of this purchase without competitive bidding was placed on the Town of Garner internet webpage and advertised in the News & Observer newspaper on May 19, 2017.

WHEREAS, this Council desires to authorize the piggybacking on the purchase agreement with Wake County, North Carolina.

NOW THEREFORE BE IT RESOLVED that the Garner Town Council hereby:

1. Authorizes the "piggyback" purchase of mobile and portable radio equipment; and
2. That this resolution shall be effective upon adoption.

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Ronnie Williams, Mayor  
Town of Garner

ATTEST:

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Stella Gibson, Town Clerk

RQCT 2016/1220...14161  
CT 2016/1228...9922

**Communications Products Agreement  
Subscribers**

Motorola Solutions, Inc. ("Motorola") and Wake County in North Carolina ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the Equipment, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows:

**Section 1 EXHIBITS**

The exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the exhibits and any inconsistency between Exhibits A through D will be resolved in their listed order.

Exhibit A	Software License Agreement
Exhibit B	Motorola Proposal dated October 4, 2016
Exhibit C	Wake County RFP #16-085 - Request for Proposals for Mobile and Portable Radio Equipment
Exhibit D	Acceptance Certificate

**Section 2 DEFINITIONS**

Capitalized terms used in this Agreement have the following meanings:

- 2.1. "Acceptance Tests" means those tests described in the Acceptance Test Plan.
- 2.2. "Beneficial Use" means when Customer first uses the Equipment purposes (excluding training or testing).
- 2.3. "Confidential Information" means any information that is disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, or identified at the time of disclosure as being confidential or its equivalent; or if the information is in verbal form, it is identified as confidential at the time of disclosure and is confirmed in writing within thirty (30) days of the disclosure. Confidential Information does not include any information that: is or becomes publicly known through no wrongful act of the receiving Party; is already known to the receiving Party without restriction when it is disclosed; is or becomes, rightfully and without breach of this Agreement, in the receiving Party's possession without any obligation restricting disclosure; is independently developed by the receiving Party without breach of this Agreement; is explicitly approved for release by written authorization of the disclosing Party; or is released pursuant to law.
- 2.4. "Contract Price" means the price for the Equipment, excluding applicable sales or similar taxes and freight charges.
- 2.5. "Effective Date" means that date upon which the last Party executes this Agreement.
- 2.6. "Equipment" means the equipment that Customer purchases from Motorola under this Agreement and described in the Equipment List in Exhibit B.
- 2.7. "Force Majeure" means an event, circumstance, or act of a third party that is beyond a Party's reasonable control (e.g., an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, and riots).
- 2.8. "Infringement Claim" means a third party claim alleging that the Equipment manufactured by Motorola or the Motorola Software infringes upon the third party's United States patent or copyright.

- 2.9. "Motorola Software" means Software that Motorola or its affiliated company owns.
- 2.10. "Non-Motorola Software" means Software that another party owns.
- 2.11. "Open Source Software" (also called "freeware" or "shareware") means software that has its underlying source code freely available to evaluate, copy, and modify.
- 2.12. "Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.
- 2.13. "Software" means the Motorola Software and Non-Motorola Software, in object code format that is furnished with the Equipment.
- 2.14. "Specifications" means the functionality and performance requirements that are described in Exhibit B, if any.
- 2.15. "Acceptance" means the Acceptance Tests have been successfully completed.
- 2.16. "Warranty Period" means five (5) years from the date of Acceptance or Beneficial Use, whichever occurs first.

### **Section 3 SCOPE OF AGREEMENT AND TERM**

- 3.1. **SCOPE OF WORK.** Motorola will provide, install and test the Equipment, and perform its other contractual responsibilities, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.
- 3.2. **CHANGE ORDERS.** Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price, Performance Schedule, or both, and will reflect the adjustment in a change order. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.
- 3.3. **TERM.** Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the date of Final Project Acceptance or expiration of the Warranty Period, whichever occurs last.
- 3.4. **ADDITIONAL EQUIPMENT OR SOFTWARE.** For three (3) years after the Effective Date, Customer may order additional Equipment or Software if it is then available. Each order must refer to this Agreement and must specify the pricing and delivery terms. Notwithstanding any additional or contrary terms in the order, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Title and risk of loss to additional Equipment will pass at receipt of the shipment, warranty will commence upon delivery, and payment is due within thirty (30) days after the invoice date. Motorola will send Customer an invoice as the additional Equipment is delivered or Software is licensed. Alternatively, Customer may register with and place orders through Motorola Online ("MOL"), and this Agreement will be the "Underlying Agreement" for those MOL transactions rather than the MOL On-Line Terms and Conditions of Sale. MOL registration and other information may be found at <http://www.motorola.com/businessandgovernment/> and the MOL telephone number is (800) 814-0601.

3.5. **ELIGIBLE PURCHASERS.** Motorola Solutions agrees to extend this contract pricing and trade-in to other agencies within the County that use Wake County's Radio system as their primary Communication System, to be verified by Frank Hall, the Wake County Radio System Manager.

3.6. **MAINTENANCE SERVICE.** During the Warranty Period, Motorola will provide maintenance services for the Equipment and support for the Motorola Software pursuant to this Agreement. Those services and support are included in the Contract Price. If Customer wishes to purchase additional maintenance and support services for the Equipment during the Warranty Period, or any maintenance and support services for the Equipment after the Warranty Period, the description of and pricing for the services will be set forth in a separate document. If Customer wishes to purchase extended support for the Motorola Software after the Warranty Period, it may do so by ordering software subscription services. Unless otherwise agreed by the parties in writing, the terms and conditions applicable to the maintenance, support or software subscription services will be Motorola's standard Service Terms and Conditions, together with the appropriate statements of work.

3.7. **MOTOROLA SOFTWARE.** Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.8. **NON-MOTOROLA SOFTWARE.** Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software. All Open Source Software is licensed to Customer in accordance with, and Customer agrees to abide by, the provisions of the standard license of the copyright owner and not the Software License Agreement. Upon request by Customer, Motorola will use commercially reasonable efforts to determine whether any Open Source Software will be provided under this Agreement; and if so, identify the Open Source Software and provide to Customer a copy of the applicable standard license (or specify where that license may be found); and provide to Customer a copy of the Open Source Software source code if it is publicly available without charge (although a distribution fee or a charge for related services may be applicable).

3.9. **SUBSTITUTIONS.** At no additional cost to Customer, Motorola may substitute any Equipment, Software, or services to be provided by Motorola, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order.

3.10. **OPTIONAL EQUIPMENT OR SOFTWARE.** This paragraph applies only if a "Priced Options" exhibit is shown in Section 1, or if the parties amend this Agreement to add a Priced Options exhibit. During the term of the option as stated in the Priced Options exhibit (or if no term is stated, then for one (1) year after the Effective Date), Customer has the right and option to purchase the equipment, software, and related services that are described in the Priced Options exhibit. Customer may exercise this option by giving written notice to Seller which must designate what equipment, software, and related services Customer is selecting (including quantities, if applicable). To the extent they apply, the terms and conditions of this Agreement will govern the transaction; however, the parties acknowledge that certain provisions must be agreed upon, and they agree to negotiate those in good faith promptly after Customer delivers the option exercise notice. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and implementation schedules, payment terms, maintenance and support provisions, additions to or modifications of the Software License Agreement, hosting terms, and modifications to the acceptance and warranty provisions.

#### **Section 4 PERFORMANCE SCHEDULE**

The Parties will perform their respective responsibilities in accordance with this Agreement. By executing this Agreement, Customer authorizes Motorola to proceed with contract performance.

#### **Section 5 CONTRACT PRICE, PAYMENT AND INVOICING**

5.1. **CONTRACT PRICE.** The **MAXIMUM AMOUNT PAYABLE** and the fixed contract price amount in U.S. dollars is \$7,885,420 (the "Contract Price") for the work described in Exhibit B, with no minimum payment guarantees. If applicable, a pricing summary is included with the Payment Schedule. A reduction in Software or Equipment quantities, or services, may affect the overall Contract Price, including discounts if applicable.

5.2. Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. Customer will be invoiced for equipment upon receipt of the shipment and for installation and programming upon completion of services. Motorola reserves the right to make partial shipments of equipment and to request partial payment upon shipment of such equipment. In addition, Motorola reserves the right to invoice for installations or programming work completed, when applicable.

5.3. **FREIGHT, TITLE, AND RISK OF LOSS.** Motorola will pre-pay and add all freight charges to the invoices. Title to the Equipment will pass to Customer upon receipt of the shipment. Title to Software will not pass to Customer at any time. Risk of loss will pass to Customer upon delivery of the Equipment to the Customer. Motorola will pack and ship all Equipment in accordance with good commercial practices.

5.4. **INVOICING AND SHIPPING ADDRESSES.** Invoices will be sent to the Customer at the following address: ATTN: Rebecca Dill, Wake County Information Services, P.O. Box 550, Raleigh NC 27602. The final destination address to where the Equipment will be delivered to Customer is Wake County Information Services, 337 S. Salisbury St. Raleigh, NC 27601. Attention: Frank Hall. The Equipment will be shipped to the Customer at the following address (insert if this information is known): Mobile Communications of America, Inc., 315 Kitty Hawk Dr, Morrisville, NC 27560, Attention: Wake County P25 Radio Project Manager, Frank Hall. Customer may change this information by giving written notice to Motorola.

#### **Section 6 SITES AND SITE CONDITIONS**

6.1. **ACCESS TO SITES.** In addition to its responsibilities described elsewhere in this Agreement, Customer will provide a designated project manager; all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites; and access to the work sites as reasonably requested by Motorola so that it may perform its duties in accordance with the Performance Schedule and Statement of Work. If the Statement of Work so indicates, Motorola may assist Customer in the local building permit process.

6.2. **SITE CONDITIONS.** Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; electrical power outlets, distribution and equipment; and telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the Equipment. Before installing the Equipment or Software at a work site, Motorola will inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the requirements of this Section. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

6.3. **SITE ISSUES.** If a Party determines that the sites are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in the Technical and Implementation Documents, the Parties will promptly investigate the conditions and will select replacement sites or adjust the installation plans and specifications as necessary. If change in sites or adjustment to the installation plans and specifications causes a change in the cost or time to perform, the Parties will equitably amend the Contract Price, Performance Schedule, or both, by a change order.

## **Section 7 TRAINING**

Any training to be provided by Motorola to Customer will be described in the Statement of Work. Customer will notify Motorola immediately if a date change for a scheduled training program is required. If Motorola incurs additional costs because Customer reschedules a training program less than thirty (30) days before its scheduled start date, Motorola may recover these additional costs.

## **Section 8 ACCEPTANCE**

Acceptance of the Products will occur upon delivery to Customer unless the Statement of Work provides for acceptance verification or testing, in which case acceptance of the Products will occur upon successful completion of the acceptance verification or testing. Notwithstanding the preceding sentence, Customer's use of the Products for their operational purposes will constitute acceptance.

## **Section 9 REPRESENTATIONS AND WARRANTIES**

9.1. **EQUIPMENT WARRANTY.** During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes within Customer's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

9.2. **MOTOROLA SOFTWARE WARRANTY.** Unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Motorola Software in accordance with the terms of the Software License Agreement and the provisions of this Section 9 that are applicable to the Motorola Software. If Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes within Customer's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software. TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERCEDES THIS SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

9.3. **EXCLUSIONS TO EQUIPMENT AND MOTOROLA SOFTWARE WARRANTIES.** These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Motorola Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

9.4. **WARRANTY CLAIMS.** To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software,



replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. That action will be the full extent of Motorola's liability for the warranty claim. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

9.5. ORIGINAL END USER IS COVERED. These express limited warranties are extended by Motorola to the original user purchasing the Equipment for commercial, industrial, or governmental use only, and are not assignable or transferable.

9.6. DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. TO THE EXTENT ALLOWED BY NORTH CAROLINA LAW, MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## **Section 10 DELAYS**

10.1. FORCE MAJEURE. Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule for a time period that is reasonable under the circumstances.

10.2. PERFORMANCE SCHEDULE DELAYS CAUSED BY CUSTOMER. If Customer (including its other contractors) delays the Performance Schedule, the Parties will execute a change order to extend the Performance Schedule and, if requested, compensate Motorola for all reasonable charges incurred because of the delay. Delay charges may include costs incurred by Motorola or its subcontractors for additional freight, warehousing and handling of Equipment; extension of the warranties; travel; suspending and re-mobilizing the work; additional engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.

## **Section 11 DISPUTES**

11.1. SETTLEMENT PREFERRED. The Parties, by their project managers, will attempt to settle any dispute arising from this Agreement (except for a claim relating to intellectual property or breach of confidentiality) through consultation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the Parties, if necessary.

11.2. LITIGATION. A Party may submit to a court of competent jurisdiction in the State of North Carolina any claim relating to intellectual property or a breach of confidentiality provisions. Each Party consents to jurisdiction over it by that court. Either Party may resort to the judicial proceedings described in this section if good faith efforts to resolve the dispute under these procedures have been unsuccessful; or interim relief from the court is necessary to prevent serious and irreparable injury to the Party.

## **Section 12 DEFAULT AND TERMINATION**

12.1. DEFAULT BY A PARTY. If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty

(30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan.

12.2. **FAILURE TO CURE.** If a defaulting Party fails to cure the default as provided above in Section 12.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the Agreement through a third Party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the Agreement substantially similar to that specified in this Agreement less the unpaid portion of the Contract Price. Customer will mitigate damages and provide Motorola with detailed invoices substantiating the charges.

### **Section 13 INDEMNIFICATION**

13.1. **GENERAL INDEMNITY BY MOTOROLA.** Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives Motorola prompt, written notice of any the claim or suit. Customer will cooperate with Motorola in its defense or settlement of the claim or suit. This section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement.

#### **13.2. PATENT AND COPYRIGHT INFRINGEMENT.**

13.2.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on an Infringement Claim, and Motorola will indemnify Customer for those costs and damages finally awarded against Customer for an Infringement Claim. Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim.

13.2.2. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense procure for Customer the right to continue using the Equipment or Motorola Software, replace or modify it so that it becomes non-infringing while providing functionally equivalent performance, or grant Customer a credit for the Equipment or Motorola Software as depreciated and accept its return. The depreciation amount will be calculated based upon generally accepted accounting standards for such Equipment and Motorola Software.

13.2.3. Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

13.2.4. This Section 13 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 13 are subject to and limited by the restrictions set forth in Section 14.

#### **Section 14      LIMITATION OF LIABILITY**

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the Contract Price of the Equipment, Software, or services; and if the Customer is not the party at fault, the cap will apply whether or not the maximum amount has actually been paid at the time of loss, with respect to which losses or damages are claimed. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision.

#### **Section 15      CONFIDENTIALITY AND PROPRIETARY RIGHTS**

15.1.1. Confidentiality Obligation. Each party is a disclosing party ("Discloser") and a receiving party ("Recipient") under this Agreement. During the term of this Agreement, for a period of three (3) years from the date of expiration or termination of this Agreement, and to the extent allowed by law, recipient will (i) not disclose Confidential Information to any third party; (ii) restrict disclosure of Confidential Information to only those employees (including, but not limited to, employees, officers, officials, agents, volunteers or consultants who must be directly involved with the Confidential Information for the purpose and who are bound by confidentiality terms substantially similar to those in this Agreement; (iii) not reverse engineer, de-compile or disassemble any Confidential Information; (iv) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (v) promptly notify discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (vi) only use the Confidential Information as needed to fulfill this Agreement.

15.1.2. Required Disclosure. If a recipient is required to disclose Confidential Information pursuant to applicable law, statute, or regulation, or court order, the recipient will give to the discloser prompt written notice of the request and a reasonable opportunity to object to such disclosure and seek a protective order or appropriate remedy. If, in the absence of a protective order, the recipient determines, upon the advice of counsel, that it is required to disclose such information, it may disclose only Confidential Information specifically required and only to the extent required to do so.

15.1.3. Confidential Exceptions. Recipient is not obligated to maintain as confidential, Confidential Information that recipient can demonstrate by documentation (i) is now available or becomes available to the public without breach of this Agreement; (ii) is explicitly approved for release by written authorization of discloser; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is known to the recipient prior to such disclosure; or (v) is independently developed by recipient without the use of any discloser's Confidential Information or any breach of this Agreement.

15.1.4. Ownership and Retention. All Confidential Information remains the property of the discloser and will not be copied or reproduced without the express written permission of the discloser, except for copies

that are absolutely necessary in order to fulfill this Agreement. Within ten (10) days of receipt of discloser's written request, recipient will return all Confidential Information to discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, recipient may retain one (1) archival copy of the Confidential Information that it may use only in case of a dispute concerning this Agreement. No license, express or implied, in the Confidential Information is granted other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. The discloser warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

15.2. **PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS.** Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

## **Section 16 GENERAL**

16.1. **TAXES.** The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within forty-five (45) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

16.2. **ASSIGNABILITY AND SUBCONTRACTING.** Neither Party may assign this Agreement without the prior written consent of the other Party, except that Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

16.3. **WAIVER.** Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

16.4. **SEVERABILITY.** If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

16.5. **INDEPENDENT CONTRACTORS.** Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

16.6. **HEADINGS AND SECTION REFERENCES.** The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of

the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

16.7. **GOVERNING LAW.** This Agreement and the rights and duties of the Parties will be governed by and interpreted in accordance with the laws of the State of North Carolina.

16.8. **ENTIRE AGREEMENT.** This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

16.9. **NOTICES.** Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

Motorola Solutions, Inc.  
Attn: Judy Jean-Pierre  
Legal, Government Affairs & Corporate Communications  
500 West Monroe Street, 43<sup>rd</sup> Floor  
Chicago, IL 60661  
[Judy.Jean-Pierre@motorolasolutions.com](mailto:Judy.Jean-Pierre@motorolasolutions.com)

Wake County  
Attn: Beth Smerko  
County Attorney's Office  
P.O Box 550  
Raleigh, NC 27602  
[Beth.Smerko@wakegov.com](mailto:Beth.Smerko@wakegov.com)

16.10. **COMPLIANCE WITH APPLICABLE LAWS.** Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the Equipment. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the Equipment before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

16.11. **AUTHORITY TO EXECUTE AGREEMENT.** Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

16.12. **SURVIVAL OF TERMS.** The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.6 (Motorola Software); Section 3.7 (Non-Motorola Software); if any payment obligations exist, Sections 5.1 and 5.2 (Contract Price and Invoicing and Payment); Subsection 9.7 (Disclaimer of Implied Warranties); Section 11 (Disputes); Section 14 (Limitation of Liability); and Section 15 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 16.

The Parties hereby enter into this Agreement as of the Effective Date. This Agreement may be executed by each of the Parties hereto in separate counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

### 16.13 INSURANCE REQUIREMENTS

The Provider shall obtain, at its sole expense, all insurance required in the following paragraphs and shall not commence work until such insurance is in effect and certification thereof has been received by Wake County's Finance Office. If any required insurance policy expires during the term of this agreement, Provider must provide a certificate of insurance to the Wake County Finance Office as evidence of policy renewal prior to such policy expiration.

Provider signature on this agreement indicates that Provider agrees to the terms of this insurance section and understands that failure to comply may result in cancellation of this agreement at Wake County's option.

Workers' Compensation Insurance, with limits for Coverage A Statutory- for State of North Carolina and Coverage B - Employers Liability \$500,000 each accident/disease each employee/disease policy limit.

Commercial General Liability - with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, including contractual liability.

Commercial Automobile Liability, with limits of \$1,000,000 per occurrence for bodily injury and property damage for any vehicle used during performance of contract services, including coverage for owned, hired, and non-owned vehicles. Evidence of commercial automobile coverage is only necessary if vehicles are used in the provision of services under this Agreement.

Professional Liability Insurance, applicable to any professional services provided under this Contract with limits of \$1,000,000 per claim and \$2,000,000 aggregate.

If any coverage is on a claims-made basis, Provider agrees to maintain a retroactive date prior to or equal to the effective date of this Agreement and to purchase and maintain Supplemental Extended Reporting Period or 'tail coverage' with a reporting period of not less than one (1) years if the policy expires or is cancelled or non-renewed. If coverage is replaced, the new policy must include prior acts coverage or a retroactive date to cover the effective dates of this Agreement. Provider shall provide a Certificate of Insurance annually to Wake County indicating any claims made coverage and respective retroactive date. The duty to provide extended coverage as set forth herein survives the effective dates of this Agreement.

All insurance companies must be authorized to do business in North Carolina and have an AM Best rating of "A-/VII" or better; or have reasonable equivalent financial strength to the satisfaction of the County's Finance Office.

Insurance with limits no less than those specified above shall be evidenced by a Certificate of Insurance issued after contract execution within two (2) business days by a duly authorized representative of the insurer. In the case of self-insurance, a letter of explanation must be provided to and approved by Wake County Risk Management.

The Provider shall be responsible for providing immediate notice of policy cancellation or non-renewal during the term of this Agreement to the Wake County Finance Office and as to Professional Liability Insurance, for three years subsequent for any claims made coverage.

If Provider does not meet the insurance requirements specified above, alternate insurance coverage satisfactory to Wake County may be considered. Any requests for consideration of alternate

**Motorola Solutions, Inc.**

By: Robert Marshall, Jr.

Name: Robert E. Marshall, Jr.

Title: Vice President

Date: 12-20-16

**Wake County**

By: John E. Higgins

Name: John E. Higgins

Title: Wake County Department Head

Date: 12/22/16

By: David Ellis

Name: David Ellis

Title: Wake County Manager or Designee

Date: 12/22/16

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

Jammy D. Peullis  
Finance Director of Wake County

The person responsible for monitoring the contract performance requirements is

Frank Hall

EH Department Head Initials



## Exhibit A

### SOFTWARE LICENSE AGREEMENT

This Exhibit A Software License Agreement ("Agreement") is between Motorola Solutions, Inc. ("Motorola") and Wake County in North Carolina ("Licensee"). For good and valuable consideration, the parties agree as follows:

#### Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in Equipment security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the Equipment damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

#### Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary Software or products containing embedded or pre-loaded proprietary Software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the Software and Documentation.

#### Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source

Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

#### **Section 4      LIMITATIONS ON USE**

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4. When using Motorola's Radio Service Software ("RSS"), Licensee must purchase a separate license for each location at which Licensee uses RSS. Licensee's use of RSS at a licensed location does not entitle Licensee to use or access RSS remotely. Licensee may make one copy of RSS for each licensed location. Licensee shall provide Motorola with a list of all locations at which Licensee uses or intends to use RSS upon Motorola's request.

4.5. Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor.

Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

## **Section 5 OWNERSHIP AND TITLE**

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

## **Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY**

6.1. The commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

## **Section 7 TRANSFERS**

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee

paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than RSS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

## **Section 8 TERM AND TERMINATION**

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 In the event of a breach of this Agreement, either party may apply to a court of competent jurisdiction for injunctive relief.

## **Section 9 UNITED STATES GOVERNMENT LICENSING PROVISIONS**

This Section applies if Licensee is the United States Government or a United States Government agency. Licensee's use, duplication or disclosure of the Software and Documentation under Motorola's copyrights or trade secret rights is subject to the restrictions set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 (JUNE 1987), if applicable, unless they are being provided to the Department of Defense. If the Software and Documentation are being provided to the Department of Defense, Licensee's use, duplication, or disclosure of the Software and Documentation is subject to the restricted rights set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (OCT 1988), if applicable. The Software and Documentation may or may not include a Restricted Rights notice, or other notice referring to this Agreement. The provisions of this Agreement will continue to apply, but only to the extent that they are consistent with the rights provided to the Licensee under the provisions of the FAR or DFARS mentioned above, as applicable to the particular procuring agency and procurement transaction.

## **Section 10 CONFIDENTIALITY**

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

## **Section 11 LIMITATION OF LIABILITY**

The Limitation of Liability provision is described in the Primary Agreement.

## **Section 12 NOTICES**

Notices are described in the Primary Agreement.

## **Section 13 GENERAL**

13.1. **COPYRIGHT NOTICES.** The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. **COMPLIANCE WITH LAWS.** Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3. **ASSIGNMENTS AND SUBCONTRACTING.** Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.4. **GOVERNING LAW.** This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State of North Carolina. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.5. **THIRD PARTY BENEFICIARIES.** This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.6. **SURVIVAL.** Sections 4, 5, 6.3, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.7. **ORDER OF PRECEDENCE.** In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.8. **SECURITY.** Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

**Exhibit B**

**Motorola's Proposal dated October 4, 2016**

**Exhibit D**  
**Acceptance Certificate**

**Customer Name:** \_\_\_\_\_

**Project Name:** \_\_\_\_\_

This Acceptance Certificate memorializes the occurrence of Acceptance. Motorola and Customer acknowledge that:

1. The Acceptance Tests have been successfully completed.
2. The Equipment is accepted.

**Customer Representative:**

**Motorola Representative:**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

**FINAL PROJECT ACCEPTANCE:**

Motorola has provided and Customer has received all deliverables, and Motorola has performed all other work required for Acceptance.

Customer Representative:

Motorola Representative:

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

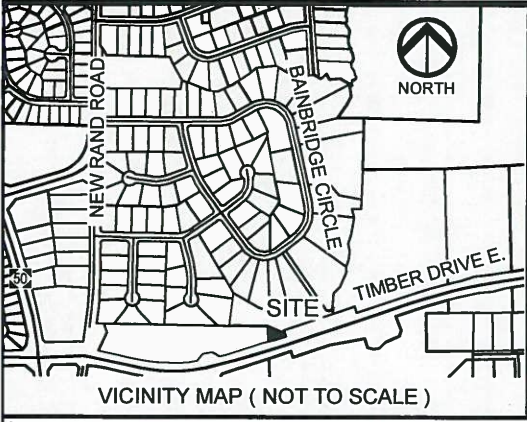
Date: \_\_\_\_\_

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

Town of Garner  
Town Council Meeting  
Agenda Form

Meeting Date: June 5, 2017		
Subject: Water Line Easement - Timber Drive Property		
Location on Agenda: Consent		
Department: Town Attorney		
Contact: William E. Anderson, Town Attorney		
Presenter: William E. Anderson, Town Attorney		
Brief Summary:  Council previously authorized the purchase of a remnant property along Timber Drive East from NC DOT to facilitate the installation of a water line to serve a private development on the south side of Timber Drive East. The property has been acquired and an easement for the water line has been prepared for execution. A consideration of \$5,000 will be paid to the Town to offset the purchase of the property.		
Recommended Motion and/or Requested Action: Authorize execution of the water line easement for consideration of \$5,000.		
Detailed Notes:		
Funding Source: NA		
Cost: None	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:	JMH for WEA	
Finance Director:		
Town Attorney:		
Town Manager:	RD	
Town Clerk:		

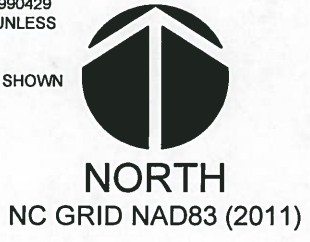




**SURVEY NOTES:**

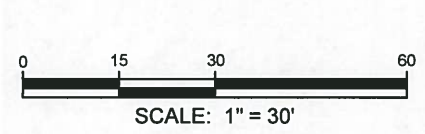
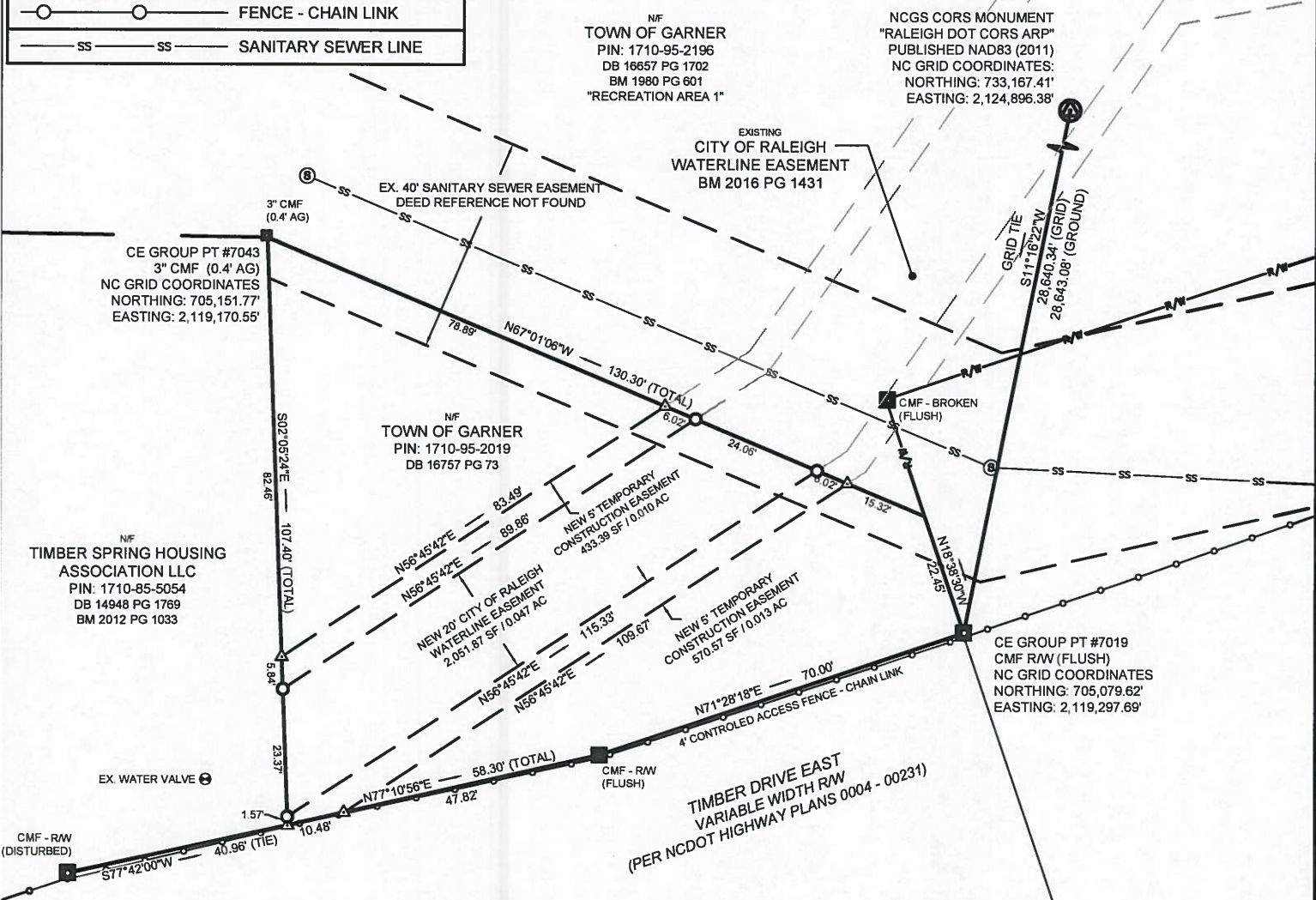
- 1) THE PURPOSE OF THIS EXHIBIT MAP IS TO SHOW A PROPOSED NEW WATERLINE EASEMENT IN FAVOR OF THE CITY OF RALEIGH BURDENING THE PROPERTY OF THE TOWN OF GARNER ALONG WITH ADJACENT TEMPORARY CONSTRUCTION EASEMENTS NECESSARY TO INSTALL SAID WATERLINE.
- 2) ALL BEARINGS, DISTANCES AND COORDINATES SHOWN HEREON ARE BASED UPON THE NORTH CAROLINA STATE PLANE COORDINATE SYSTEM, NAD 83 (2001 ADJUSTMENT), PER A GPS SURVEY PERFORMED BY CE GROUP, INC. ON APRIL 23, 2015. GPS DATA WAS COLLECTED USING THE NC REAL TIME KINEMATICS NETWORKS (VRS). THE SITE DATA WAS LOCALIZED ABOUT CE GROUP, INC. POINT # 7019 WITH A COMBINED SCALE FACTOR OF: 0.99990429
- 3) ALL MEASUREMENTS SHOWN HEREON ARE REPORTED IN U.S. SURVEY FEET (UNLESS NOTED OTHERWISE).
- 4) ALL AREAS SHOWN ARE CALCULATED BY THE COORDINATE METHOD.
- 5) ALL REFERENCES UTILIZED IN THE PREPARATION OF THIS EXHIBIT HAVE BEEN SHOWN HEREON.

THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS



LINE LEGEND	
	EX. PROPERTY LINE (PL)
	PL NOT SURVEYED
	EASEMENT
	RIGHT-OF-WAY
	FENCE - CHAIN LINK
	SANITARY SEWER LINE

SYMBOL LEGEND	
	CONCRETE MONUMENT FOUND
	PROPERTY CORNER SET
	COMPUTED POINT



**SURVEY REFERENCES**

- DEED BOOK 16757 PAGE 73 (CURRENT)
- DEED BOOK 13873 PAGE 1051
- DEED BOOK 2164 PAGE 268
- BOOK OF MAPS 2016 PAGE 1431
- BOOK OF MAPS 2012 PAGE 1033
- BOOK OF MAPS 2011 PAGE 219
- BOOK OF MAPS 1980 PAGE 601
- BOOK OF MAPS 1984 PAGE 1408
- NCDOT HIGHWAY PLANS 0004-00231

**ABBREVIATIONS**

AC	ACRES
AG	ABOVE GROUND
BG	BELOW GROUND
BM	BOOK OF MAPS
CMF	CONCRETE MONUMENT FOUND
DB	DEED BOOK
EX.	EXISTING
IPF	IRON PIPE FOUND
IRF	IRON ROD FOUND
N/F	NOW OR FORMERLY
PG	PAGE
R/W	RIGHT-OF-WAY
SF	SQUARE FEET
SS	SANITARY SEWER
TYP	TYPICAL

**PROPERTY DATA**

CURRENT OWNER: TOWN OF GARNER  
 OWNER ADDRESS: 900 7TH AVENUE, GARNER, NC 27529  
 SITE ADDRESS: TIMBER DRIVE EAST, GARNER, NC  
 PIN: 1710-95-2019  
 PARCEL AREAS: 7,977.95 SF / 0.183 AC

I, JAMIE SHANE STRICKLAND, CERTIFY THAT THIS SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY, OR OTHER EXCEPTION TO THE DEFINITION OF SUBDIVISION

*Jamie Shane Strickland*  
 JAMIE SHANE STRICKLAND, PLS L-4669



301 GLENWOOD AVE. 220  
 RALEIGH, NC 27603  
 PHONE: 919-367-8790  
 FAX: 919-322-0032  
 www.cegroupinc.com  
 License # C-1739



EASEMENT EXHIBIT			
Property of: TOWN OF GARNER			
PIN# 1710-95-2019 - DEED BOOK 16757 PAGE 73			
ST. MARY'S TOWNSHIP, WAKE COUNTY, NORTH CAROLINA			
SCALE:	1" = 30'	DATE:	05/30/17
DRAWN BY:	JSS	CHECKED BY:	JSS
FILE:	127-202	SHEET:	Page 64 111

Instrument Prepared By: Raleigh-City Attorney's Office  
Brief Description for Index: NC Department of Transportation Property  
Parcel Identifier: 1710-95-2019  
Project Name: Timber Drive  
Mail After Recording To: City Real Estate Office  
Post Office Box 590  
Raleigh, North Carolina 27602

**STATE OF NORTH CAROLINA**

**COUNTY OF WAKE**

**DEED OF EASEMENT  
WITH GENERAL WARRANTY FOR  
WATERLINE EASEMENT**

THIS DEED OF EASEMENT is made and executed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, by The Town of Garner, a municipal corporation of the state of North Carolina, hereinafter referred to as the 'Grantors' with a mailing address of 900 Seventh Avenue, Garner, NC 27529 to the City of Raleigh, a municipal corporation of the State of North Carolina, with a mailing address of P.O. Box 590, Raleigh, NC 27602, hereinafter referred to as the 'City'.

WHEREAS, the Grantors are the Owners of the land(s) hereinafter described, and have agreed to convey to the City, according to the terms set forth below, the easement(s) hereinafter described;

The designation "Grantors" as used herein shall include the singular and plural, as required, and the masculine and neuter gender, as appropriate.

NOW, THEREFORE, for valuable consideration paid to the Grantors, receipt of which is hereby acknowledged, the Grantors have bargained and sold, and do hereby grant, sell and convey unto the City, its successors and assigns, those rights-of-way, privileges, and Easements enumerated and described hereinbelow, and as more particularly identified and described in Exhibit 1, attached, as follows:

**1 WATERLINE EASEMENT**

An easement to construct, install, improve, remove, replace inspect, repair, maintain and use a system of pipelines or mains for public water supply and distribution purposes, together with all appurtenant facilities and equipment necessary or convenient thereto.

Further Specific Terms and Conditions applicable to the Water Line easement are as follows:

- a) The City is authorized to remove and keep removed from the easement all trees, vegetation, and other obstructions as necessary to maintain, repair or protect the water line or lines and appurtenances. The Grantors will, however, be allowed to (1) construct, maintain, and use the easement area for paved or unpaved drives and parking areas; and (2) plant and maintain shallow-rooted ground cover material within the easement area; provided all risk of damage to any such improvements caused by maintenance or repair of the water line and appurtenant facilities shall be with the Grantors. If the City is required to penetrate the Streets or disturb landscaping in the course of maintaining, repairing, replacing, or reconstructing the Waterlines, the City's obligation to repair and restore the Streets and landscaping shall be limited to standard, established City practices. Specifically, the patching of asphalt or concrete paving, and mulching and/or seeding disturbed landscape areas. The City shall not be required to replace other, more specialized paving materials, or to replace sod, shrubs, trees, and other landscape materials or improvements. The City shall be responsible for repairing or restoring only areas and improvements which are disturbed, and shall not be responsible for pavement or landscape areas not disturbed and outside the immediate work area.
- b) Nothing herein shall be construed to grant to the City any right of access through or over any property of the Grantors other than that lying within the easement herein described and conveyed.
- c) The Grantors shall retain fee simple ownership of the property through and over which these easement passes; provided however, no use may be made of the property which interferes with the full, reasonable use of the easement by the City for water line purposes.

THE EASEMENT INTERESTS HEREIN DESCRIBED AND CONVEYED ARE LOCATED on the parcel that does not includes the Grantor's primary residence.

TO HAVE AND TO HOLD the above-described permanent easements, running with the land, for the respective purposes enumerated above, unto the City of Raleigh, its successors and assigns, in perpetuity.

The Grantors hereby, for themselves, their heirs, successors, and assigns, hereby warrant and covenant that they are the owners of the property described in Exhibit 1; that they have the right to grant these easements; that the same are free from encumbrances except as may be hereinafter stated; and that they will warrant and defend the title to the same against lawful claims of all persons whomsoever.

***(The balance of the page is intended to be blank.)***

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal the day and year first above written.

GRANTOR: Town of Garner

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

ATTEST:

By: \_\_\_\_\_  
Stella Gibson, Town Clerk

NORTH CAROLINA

TOWN/MANAGER  
ACKNOWLEDGEMENT

COUNTY OF WAKE

This is to certify that on the \_\_\_\_ day of \_\_\_\_\_, 2017, before me personally came Stella Gibson, with whom I am personally acquainted, who, being by me duly sworn, says that (s)he is the Town Clerk of the Town of Garner and Ronnie S. Williams is the Town Mayor of the **Town of Garner**, the municipal corporation described herein and which voluntarily executed the foregoing; that she knows the corporate seal of said municipal corporation; that the seal affixed to the foregoing instrument is said corporate seal, and the name of the municipal corporation was subscribed thereto by the said Town Clerk and that the said corporate seal was affixed, all by order of the governing body of said municipal corporation, and that the said instrument is the act and deed of said municipal corporation.

WITNESS my hand and official seal this the \_\_\_\_ day of \_\_\_\_\_, 2017.

(SEAL)

\_\_\_\_\_  
Notary Public  
Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

PROPERTY DESCRIPTION APPROVED:

APPROVED AS TO FORM:

\_\_\_\_\_  
(Assistant) Public Utilities Director

\_\_\_\_\_  
(Associate) City Attorney

## **EXHIBIT 1**

Those easement areas specifically enumerated herein located in, upon, and across the property of the Grantor, and being more specifically identified and described on a plat prepared by CE Group, Inc. entitled, "Easement Exhibit Property of: Town of Garner Pin# 1710-95-2019 – Deed Book 16757 Page 73 St. Mary's Township, Wake County, North Carolina" dated May 30, 2017 and attached hereto by reference.

***(The balance of this page is intended to be blank.)***

Town of Garner  
Town Council Meeting  
Agenda Form

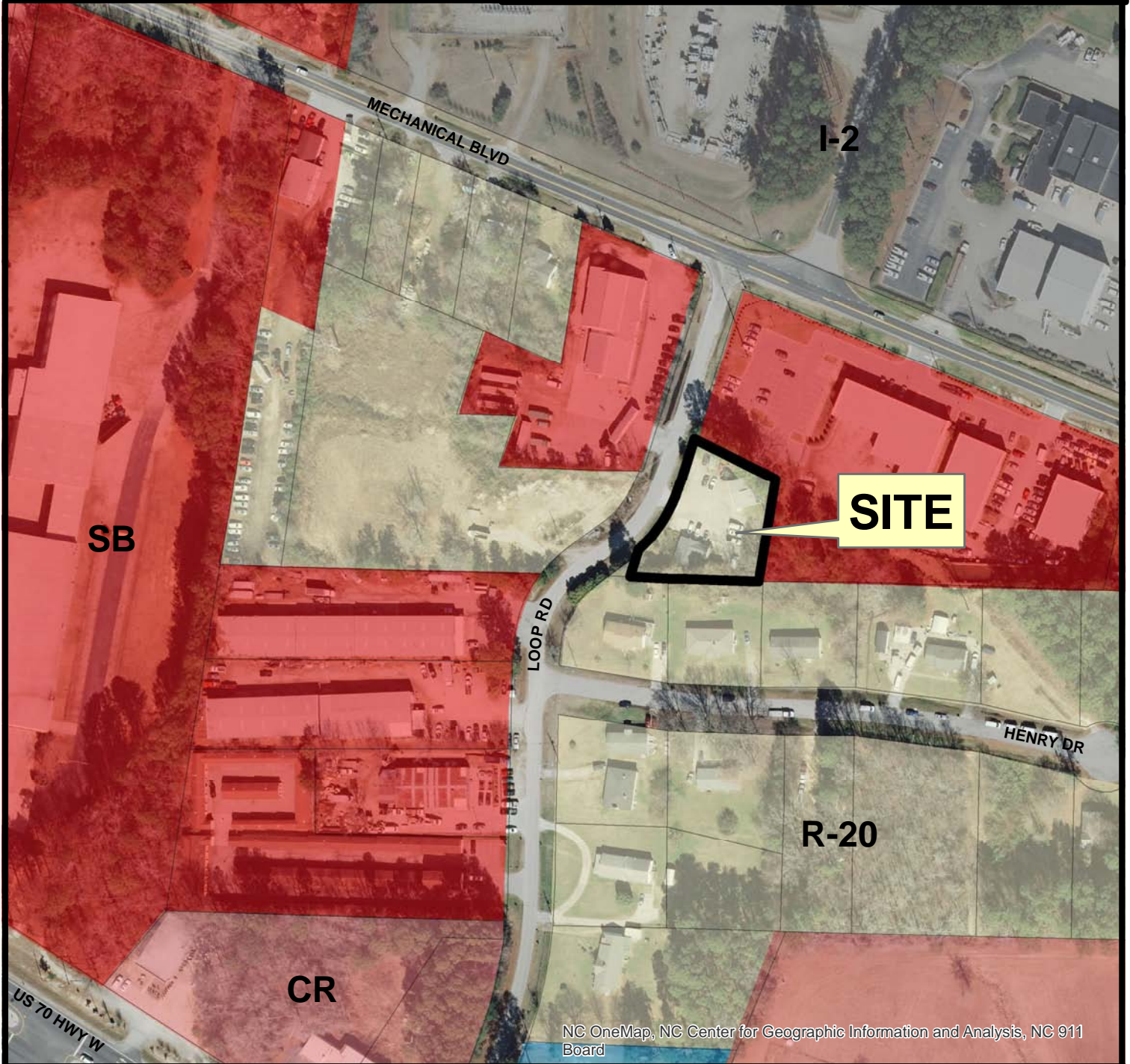
Meeting Date: June 5, 2017		
Subject: General Use Rezoning Z-17-03, Loop Road		
Location on Agenda: Public Hearings		
Department: Planning		
Contact: David Bamford, Senior Planner		
Presenter: David Bamford, Senior Planner		
<b>Brief Summary:</b>  This is a Town sponsored rezoning for 412 Loop Road from R-20 to SB. This property was developed and received a Town site plan permit for a commercial office years ago under the assumption the property was zoned I-2. But the official zoning map contained errors from the 1980s. Staff recently found that the property is not zoned I-2 but R-20. In order to bring this use into compliance and correct this problem, staff is recommending SB. This district will allow the existing use and will also fit in with the surrounding zonings along Loop Road and Mechanical Boulevard.		
<b>Recommended Motion and/or Requested Action:</b> Refer Z-17-03 to the Planning Commission for review at their June 12, 2017 Meeting.		
Detailed Notes:		
Funding Source:		
Cost:	One Time: <input 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:		
Finance Director:		
Town Attorney:		
Town Manager:	RD	
Town Clerk:		



# Town of Garner Planning Department

## General Use Applications Z 17-03

0 150 300  
Feet



NC OneMap, NC Center for Geographic Information and Analysis, NC 911 Board

Project: None  
 Applicant: Town of Garner  
 Owner: Lightning LLC  
 Location: 412 Loop Road  
 Pin: 1701960903

Proposed Use: None (Existing Business)  
 Current Zoning: R-20  
 Proposed Zoning: SB  
 Overlay: None  
 Acreage: 0.48

**TOWN OF GARNER  
STAFF REZONING REPORT**

**Town Council Public Hearing  
June 5, 2017**

**REZONING APPLICATION:** Z-17-03 (General Use Application)

**APPLICANT:** Town of Garner

**OWNER:** Lightning LLC (Jerry Phillips)

**LOCATION OF PROPERTY:** 412 Loop Road

**WAKE COUNTY PINS #:** 1701960903

**AREA:** 0.48 acre

**TOWN LIMITS:** Yes

**PRESENT ZONING:** Residential 20 (R-20)

**OVERLAY:** None

**REQUESTED ZONING:** Service Business (SB)

**Note:** This is a general use request. No conditions are proposed.

**KEY MEETING DATES:**

---

Public Hearing: June 5, 2017

Planning Commission: June 12, 2017

Town Council Action: July 5, 2017



## EXISTING ZONING

The existing zoning district is **Residential 20 (R-20)**. This district allows single-family lots of at least 20,000 square feet (.45 acres).

**The following is a list of permitted uses in the R-20 district.**

1. Single-family site built and modular homes
2. Residential Cluster
3. Family Care home
4. Group care home
5. Intermediate care home
6. Community center
7. Child day care up to 3 as home occupation
8. Family child day care up to 8 in home
9. School public or private
10. Public safety facilities (fire, police, rescue, ambulance)
11. Cemetery
12. Public parks, swimming pools, tennis and golf courses
13. Religious institutions
14. Minor utility—elevated water tank
15. Private golf course or country club
16. Bed and breakfast
17. Agriculture or silviculture

## PROPOSED ZONING

The proposed zoning district for the site is **Service Business (SB)**. The **SB** zoning district has been established to accommodate commercial activities that are more intense in nature than those permitted in the **Neighborhood Commercial (NC)** or **Community Retail (CR)** districts. The SB general use district also allows for the storage of merchandise or equipment and allows operations to be conducted outside of a building.

**The following is a list of permitted uses in the SB district. Because the rezoning site is within 500 feet of R-20 residential zoning, there will be some prohibited SB uses which can be identified. They are highlighted below.**

**The following is a list of permitted uses in the SB district.**

1. Security or caretaker's quarters
2. Community Center
3. Library, museum, art center
4. Other Community service

5. Civil, service fraternal club, lodges and similar uses
6. Adult Day Care
7. Day Care Center
8. Business School, college or university satellite
9. College/university
10. Trade/vocational schools
11. Ambulance, rescue squad, police, fire station
12. Government, utility with outdoor storage
13. Government office
14. Medical Clinic
15. Cemetery
16. Parks, swimming pools, tennis courts, golf courses
17. Bus passenger terminals
18. Taxi or limo operations/facility
19. Religious institutions
20. Minor utility, elevated water tank
21. Telecommunication facility
22. Other major utility
23. Bars and nightclubs (prohibited within 500 feet of residential use/zoning)
24. Private golf or country club
25. Private gym, spa, indoor tennis, pool
26. Indoor entertainment facility
27. Electronic gaming center
28. Outdoor entertainment facility, private athletic
29. Sexually oriented business (prohibited within 1,000 feet of residential use/zoning)
30. Theater
31. Drive-in Theaters
32. Water-slides, golf driving ranges, miniature golf, batting cages or similar uses
33. Bank, financial institution
34. Medical office, individual
35. General office use
36. Bed and breakfast
37. Extended stay facility (prohibited within 500 feet of residential use/zoning)
38. Hotel and motels
39. Commercial Parking
40. Restaurant, curb or drive-in service
41. Restaurant, indoor with seating only
42. Restaurant, indoor with drive-through window
43. Restaurant, take out only, drive-through or walk up
44. Convenience store without fuel sales
45. Convenience store with fuel sales
46. Open air market
47. Repair oriented use (indoor only)
48. Personal service use (indoor operations)
49. Banks and financial institutions
50. Sales oriented use (indoor operations only)
51. Sales oriented use (outdoor operations)
52. Veterinarian/kennel indoor
53. Veterinarian/kennel outdoor (prohibited within 500 feet of residential use/zoning)
54. Self-service storage
55. Car wash (prohibited within 500 feet of residential use/zoning)
56. Vehicle repair (storage restricted to rear of building, 30-day storage limit)
57. Vehicle sales and rental (storage restricted to rear of building)
58. Vehicle service-limited

59. Vehicle towing, storage (prohibited within 500 feet of residential use/zoning)
60. Flex space
61. Light Industrial use indoor
62. Light Industrial use with outdoor storage of tenant supplies
63. Light Industrial use with outdoor operations
64. Warehouse and freight movement with indoor storage
65. Warehouse and freight movement with outdoor storage
66. Recyclable materials collection center
67. Wholesale sales

### **Zoning Request Summary**

This is a Town-sponsored rezoning to bring a developed non-conforming property into compliance due to a Town zoning map error that was made in the 1980s, but only recently discovered. This error was caught in 2015 during the staff review of a Board of Adjustment case (A 15-02) for a kennel use on Mechanical Boulevard (variance to reduce outdoor kennel setbacks).

The error involved approximately 21 properties along Mechanical Boulevard and Loop Road. The old mylar maps, using tape to designate zoning boundaries, were sometimes difficult to interpret. It appears from our investigation and searching past rezoning cases between 1985 and 1988, that these affected properties are in fact zoned R-20, but were misinterpreted as I-2, and this error carried over to subsequent zoning maps printed out over the years.

The rezoning property at 412 Loop Road was one of these impacted properties. The Town issued a site plan permit on July 21, 2003 (SI 02-19) for this property to allow a commercial contractor's office based on the assumption that the property was zoned I-2. The current business is AllTech Wiring and Controls, a low voltage electrical contractor. The property was recently discovered to be zoned R-20, not I-2.

Instead of proposing I-2, the Town is recommending SB which fits in better with the surrounding zoning of the area and also allows the existing use. The purpose of this request by the Town is to bring the existing use into compliance because this non-conforming situation was the result of a Town zoning map error. This is a general use request so no conditions are proposed. A conditional use rezoning requires a companion site plan, and in this case, the property is already developed, and no change of use or expansion is proposed at this time.

Because this zoning map error discrepancy impacted multiple properties, the Town notified all of these property owners in February 2017, as well as the surrounding owners within 300 feet, of the Planning Department's R-20 interpretation based on the evidence. All other properties now corrected from I-2 to R-20 in this area are in

compliance, with the exception of 411 Loop Road which was developed as an outdoor storage yard under I-2 without permits. This property was also found to be R-20. Staff has had several meetings with this owner's representatives, and they are working on a conditional use site plan and rezoning. We expect this to be turned in for review within the next few months.

Before moving forward with the R-20 interpretation in February, staff did seek and receive guidance from the Town Attorney.

**Adjacent Zoning and Land Uses**

- North- SB, Commercial
- South- R-20, Henry Drive (Residential)
- East- SB, Commercial
- West- R-20, Non-conforming Commercial

**Neighborhood Character**

This area along Loop Road is located between Mechanical Boulevard and US 70 HWY W. This area contains a mix of single-family residential and heavy commercial. The predominant zoning in this area is both R-20 and SB. The Progress Energy facility is within 500 feet of this property zoned I-2 on Mechanical Boulevard.

**Zoning History**

The Planning Department's rezoning database contains the following rezoning cases in this area.

<b>Case</b>	<b>Applicant</b>	<b>Location</b>	<b>Zoning Change</b>
<b>Z-81-17</b>	<b>Town of Garner</b>	<b>Mechanical Blvd Near Dynamic Drive</b>	<b>R-10 to R-15</b>
<b>Z-81-18</b>	<b>Town of Garner</b>	<b>Corner of Mechanical Blvd and Dynamic Drive</b>	<b>R-10 to R-15</b>
<b>Z-83-18</b>	<b>Vic Byrd</b>	<b>Mechanical Blvd Near Dynamic Drive</b>	<b>R-15 to SB (same site as Z-81-17)</b>
<b>Z-84-14</b>	<b>Vic Byrd</b>	<b>East side of Dynamic Drive</b>	<b>R-20 to SB</b>

Z-87-2	Vic Byrd	North end of Dynamic Drive	R-10 to SB
Z-87-4	Town of Garner	West side of Dynamic Drive	R-10 to R-15
CUD Z 07-03	Vic Byrd	Dynamic Drive	R-15 to SB
CUD-Z 13-05	Sherman Yeargan	Loop Road & US 70 (Walgreens)	CR C69 to CR C170

## INFRASTRUCTURE

### Public Water & Sewer

The property is in the town limits and has access to public water and sewer. The property is developed as a commercial use and is connected to an 8" water line and an 8" sewer line on Loop Road.

## TRANSPORTATION

The site has approximately 160 feet of road frontage on Loop Road. Loop Road is an 18-foot wide Town-maintained facility within a 60-foot right of way. With the exception of the newer Walgreens development, this road lacks curb and gutter and sidewalks. There is no traffic count information, and Loop Road is not classified on the Town of Garner's Transportation Plan as either a major or minor thoroughfare.

The site is already developed so road improvements will not be required as part of this rezoning. However, if this site is re-developed in the future, road improvements would apply (curb / gutter / sidewalks). We also do not anticipate additional traffic impacts as a result of this rezoning.

## ENVIRONMENT

This site is not located within the 100 year flood plain as delineated by the FEMA Flood Insurance Rate Maps.

## STAFF COMMENTARY

### Conformity to Adopted Town Plans

According to the *Town of Garner Comprehensive Growth Plan* map, the rezoning site is partially within the boundary of the **Regional Center** which extends from Yeargan Road

west over to Fayetteville Road (US 401) and south down to Old Stage Road.

A **Regional Center** is designed to target a regional population. In these areas, the land uses are primarily non-residential which incorporates large areas of retail and large office buildings. However the development of higher density residential (apartments) is often incorporated in these centers and provides housing options close to employment with direct access to the freeway. These centers also include park or natural areas for general public use and to mitigate the impacts of intensive development. The recommended zoning districts for a Regional Center include: O&I, PUD, SB, CR, MXD, and MF-2. The recommended residential density range is 13+ dwelling units per acre.

The requested zoning change from R-20 to SB is consistent with the recommendations of the *Comprehensive Growth Plan* and with the prevailing zoning and land use pattern in this area along Loop Road and Mechanical Boulevard.

Since this is a general use rezoning, all allowable SB uses must be considered when evaluating this rezoning request.

#### **STAFF RECOMMENDATION**

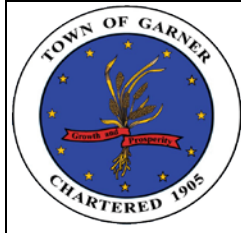
Staff will provide a recommendation at the June 12, 2017 Planning Commission meeting.

#### **TOWN COUNCIL ACTION**

After conducting the public hearing, staff recommends referring rezoning application Z-17-03 to the Planning Commission for review at their June 12, 2017 Meeting.

Town of Garner  
Town Council Meeting  
Agenda Form

Meeting Date: June 5, 2017		
Subject: Economic Development Budget Public Hearing		
Location on Agenda: Public Hearings		
Department: Economic Development		
Contact: Joseph Stallings, Economic Development Director		
Presenter: John Hodges, Asst. Town Manager-Development Services		
Brief Summary:  This Public Hearing is being held for the purpose of complying with the requirements of North Carolina General Statute 158-1.1 which requires a public hearing for all economic development expenditures.		
Recommended Motion and/or Requested Action: Receive Public Comment		
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: Public Hearing mandated by state law to provide transparency on Town Economic Development funding and activities.		
Attachments Yes: <input checked="" type="radio"/> No: <input type="radio"/>		
Agenda Form Reviewed by:	Initials:	Comments:
Department Head:	JH/JS	
Finance Director:		
Town Attorney:		
Town Manager:	RD	
Town Clerk:		



TOWN OF GARNER  
900 7<sup>th</sup> Avenue, Garner, NC 27529  
(919) 773-4406

Stella Gibson, Town Clerk  
sgibson@garnernc.gov

## NOTICE OF PUBLIC HEARING

### NOTICE OF PUBLIC HEARING

Notice is hereby given that the Town of Garner will hold a public hearing to receive comments on the FY 2017-2018 Recommended Annual Operating Budget on June 5, 2017 at 7:00 p.m. in the Garner Police Department Training Room located at 912 7<sup>th</sup> Avenue, Garner, NC.

A copy of the FY 2017-18 Recommended Budget is available for inspection at Town Hall, in the Town Clerk's Office, and at the Southeast Regional Library.

This Public Hearing is being held for the further purpose of complying with the requirements of North Carolina General Statute 158-7.1 by soliciting comments relative to the following monetary appropriations for economic development purposes:

Economic Development Personnel Salaries, Expenses and Benefits:	\$183,739
Operations, Training, Supplies and Equipment:	\$ 54,478
Economic Development Partners:	\$ 50,039

The total proposed appropriation in the FY 2017-18 recommended budget for these economic development purposes is \$332,256.



Town of Garner  
Town Council Meeting  
Agenda Form

Meeting Date: June 5, 2017		
Subject: Public Hearing on FY 2017-18 Recommended Budget		
Location on Agenda: Public Hearings		
Department: Town Manager's Office		
Contact: Michael Gammon, Budget and Special Projects Manager		
Presenter: Town of Garner Budget Team		
<p><b>Brief Summary:</b></p> <p>Town Council and the general public will be provided a second opportunity for discussion and input related to the FY 2017-18 recommended budget. The Budget Team is currently working on incorporating the changes discussed during the May 24, 2017 Special Budget Work Session.</p>		
<p><b>Recommended Motion and/or Requested Action:</b></p> <p>Receive comments, provide further guidance.</p>		
<p><b>Detailed Notes:</b></p> <p>Receive comment from the public to prepare the budget for final approval prior to July 1, 2017.</p>		
Funding Source:		
Cost:	One Time: <input type="radio"/>	Annual: <input type="radio"/> No Cost: <input checked="" type="radio"/>
<p><b>Manager's Comments and Recommendations:</b></p> <p>Public and Council comments will be considered for final amendments to the authorized budget.</p>		
Attachments Yes:      No: <input checked="" type="radio"/>		
Agenda Form Reviewed by:	Initials:	Comments:
Department Head:	MG	
Finance Director:		
Town Attorney:		
Town Manager:	RD	
Town Clerk:		

Town of Garner  
Town Council Meeting  
Agenda Form

Meeting Date: June 5, 2017		
Subject: Wake County Inspections Interlocal Agreements		
Location on Agenda: Old/New Business		
Department: Town Manager's Office		
Contact: John Hodges, Assistant Town Manager - Development Services		
Presenter: John Hodges, Assistant Town Manager; Tony Beasley, Inspections Director		
<p><b>Brief Summary:</b></p> <p>Wake County has proposed a consolidated building permitting, plan review and inspections process for Wake County Government and Wake Technical Community College construction and renovation projects. This process is similar to the existing process for Wake County School System projects that Garner currently participates in.</p> <p>Wake County also proposes a ten year extension to the existing agreement covering Wake County Public Schools, which expires February 28, 2018 and is presented as "First Amendment."</p>		
<p><b>Recommended Motion and/or Requested Action:</b></p> <p>Authorize Execution of the agreements.</p>		
<p><b>Detailed Notes:</b></p> <p>Inspection and Planning staff has reviewed the agreements and endorses both the new ILA and extension of the current ILA. Staff notes that these agreements do not limit Town input regarding land use and zoning issues.</p>		
Funding Source:		
Cost:	One Time: <input type="radio"/>	Annual: <input type="radio"/> No Cost: <input checked="" type="radio"/>
<p><b>Manager's Comments and Recommendations:</b></p> <p>N/A</p>		
Attachments Yes: <input checked="" type="radio"/> No: <input type="radio"/>		
Agenda Form Reviewed by:	Initials:	Comments:
Department Head:	JMH	
Finance Director:		
Town Attorney:		
Town Manager:	RD	
Town Clerk:		

## INTERLOCAL AGREEMENT

This Interlocal Agreement is dated as of July 1, 2017, among **APEX, NORTH CAROLINA** ("Apex"); **CARY, NORTH CAROLINA** ("Cary"); **GARNER, NORTH CAROLINA** ("Garner"); **HOLLY SPRINGS, NORTH CAROLINA** ("Holly Springs"); **MORRISVILLE, NORTH CAROLINA** ("Morrisville"); **RALEIGH, NORTH CAROLINA** ("Raleigh"); **WAKE FOREST, NORTH CAROLINA** ("Wake Forest"); all of the above being municipal corporations and public bodies politic of the State of North Carolina (collectively "Municipal Parties"); and **WAKE COUNTY, NORTH CAROLINA** (the "County" or "Wake"), a public body politic and corporate of the State of North Carolina (individually a "Party" and collectively "Parties").

### RECITALS:

**WHEREAS**, the Parties conduct Building Permitting, Building Plan Review and Building Inspections for new construction and renovation projects pursuant to N.C.G.S. §§ 160A-411 to 160A-438 and §§ 153A-350 to 153A-375 within their respective territorial jurisdictions; and

**WHEREAS**, the Parties currently perform Building Permitting, Building Plan Review and Building Inspections for Wake County Government and Wake Technical Community College Construction and Renovation projects within their respective territorial jurisdictions to insure compliance with the State Building Code; and

**WHEREAS**, the Parties desire to centralize Building Permitting, Building Plan Review and Building Inspections for Wake County Government Construction and Renovation Projects and Wake Technical Community College Construction and Renovation Projects throughout Wake County into a single building permitting and inspections entity for improved consistency and accountability; and

**WHEREAS**, Wake County currently performs Building Permitting, Building Plan Review and Building Inspections for Wake County Government Construction and Renovation Projects and Wake Technical Community College Construction and Renovation Projects within its territorial jurisdiction and also within the municipal jurisdictions of Knightdale, Rolesville, Wendell, and Zebulon; and

**WHEREAS**, Wake County currently performs Periodic Fire Inspections for Wake County Government Construction and Renovation Projects and Wake Technical Community College Construction and Renovation Projects within its territorial jurisdiction and also within the municipal jurisdictions of Rolesville and Wendell; and

**WHEREAS**, the Parties desire that Building Permitting, Building Plan Review and Building Inspections for Wake County Government Construction and Renovation Projects and Wake Technical Community College Construction and Renovation Projects throughout Wake County should be conducted solely by the Wake County Planning Development & Inspections Division, regardless of the municipal jurisdiction the construction project is located; and

**WHEREAS**, by separate interlocal agreement dated March 1, 2008, Wake County and the municipalities of Apex, Cary, Garner, Holly Springs, Knightdale,

Morrisville, Raleigh, Rolesville, Wake Forest, Wendell, and Zebulon agreed that Wake County would conduct Building Permitting, Building Plan Review, and Building Inspections for all new Wake County Public School System (“WCPSS”) Construction and Renovation projects (collectively, the “WCPSS ILAs”);

**WHEREAS**, the Parties desire to enter into this Agreement pursuant to the statutory authority authorizing interlocal agreements, N.C.G.S §§ 160A-460 to 160A-464, in order to pursue the above stated goals.

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

## **ARTICLE I Definitions**

**1.01. Definitions:** For all purposes of this Agreement, unless the context requires otherwise, the following terms shall have the following meanings:

“Agreement” means this Interlocal Agreement.

“Building Inspection” means review of actual building construction in the field to determine compliance with the North Carolina State Building Code and permitted construction plans.

“Building Permit” means the authorization to construct a building or structure in accordance with approved construction plans and North Carolina State Building Code.

“Building Plan Review” means the review of building construction plans, as prepared by registered professionals in the State of North Carolina, to determine compliance with the North Carolina State Building Code.

“Certificate of Occupancy” means certification that the construction project has met all requirements of the approved construction plans, applicable municipal ordinances, and North Carolina State Building Code; and authorizing a building to be occupied for its intended use.

“Construction and Renovation Project” means any construction or renovation project or any addition to an existing facility in which any Party to this Agreement has an interest through ownership and requires a building permit. Leasehold improvements administered by a third-party owner on behalf of a Party to this Agreement shall be specifically excluded from this definition.

“Letter of Compliance” means authorization from the municipality to the County evidencing that the construction project has met all applicable local municipal requirements at key stages of the County’s review. See representative forms attached hereto as Exhibits A, B, and C.

“Municipalities” means the municipal Parties named in this Agreement.

“Periodic Fire Inspection” means those inspections required on a periodic basis for regulated structures pursuant to N.C.G.S. 153A-352.

“Party” means a municipality or Wake County, as the context or the usage of such term may require, which is a signatory to this Interlocal Agreement.

“State Building Code” means the building codes adopted by the State of North Carolina Building Code Council and collectively referred to as the “technical codes” including the technical codes denominated Accessibility, Building, Electrical, Energy, Existing Buildings, Fire Prevention, Fuel Gas, Mechanical, Plumbing, and Residential.

“Wake County Capital Improvement Projects or Wake County CIP Projects” means those projects identified in the Wake County Capital Improvement Program.

“Wake County Government Construction and Renovation Projects” or “County Construction and Renovation Projects” means any construction project or renovation project for which a building permit must be secured on or after the effective date of this Agreement, July 1, 2017, to which Wake County has an interest through legally recorded ownership of the structure, including any Wake County CIP Projects. This term excludes any WCPSS Construction and Renovation Project, which are governed by the WCPSS ILAs.

“Wake Technical Community College Construction and Renovation Projects” or “Wake Tech Construction and Renovation Projects” means any construction or renovation project for which a building permit must be secured on or after the effective date of this Agreement, July 1, 2017, for which Wake Technical Community College has an interest through legally recorded ownership.

## **ARTICLE II Purpose & Structure**

**2.01. Recitals; Purpose:** The Recitals are incorporated herein. The Parties agree to centralize all Building Permitting, Building Plan Review and Building Inspection functions for Wake County Government and Wake Technical Community College Construction and Renovation Projects into the inspections department of a single local government entity, Wake County (the County).

**2.02. Roles and Responsibilities of the Parties:**

- (A) The County shall:
  1. Provide uniform enforcement of the North Carolina State Building Codes to all County Construction and Renovation Projects and Wake Tech Construction and Renovation Projects located within its own territorial jurisdiction and the municipal jurisdictions of the other Parties to this Agreement.
  2. Provide qualified personnel to perform all necessary work under this Agreement.
  3. Perform Building Plan Review in accordance with the North Carolina State Building Code only after the municipalities issue a Letter of Compliance in a format substantially similar to that attached as Exhibit A.

4. Issue Building Permits authorizing construction in accordance with permitted and approved construction plans, municipal development ordinances, State Building Code, and only after the municipalities issue a Letter of Compliance in a format substantially similar to that attached as Exhibit B.
5. Collect payments for Building Permits issued to County Construction and Renovation Projects and Wake Tech Construction and Renovation Projects in accordance with the terms and conditions of this Agreement.
6. Issue Certificates of Occupancy when a County Construction and Renovation Project has met all the requirements of the permitted and approved construction plans, municipal development ordinances, State Building Codes, and only after the municipalities issue a Letter of Compliance in a format substantially similar to that attached as Exhibit C.
7. Assume the Municipalities' legal responsibility for County responsibilities recited in this section.
8. Perform Periodic Fire Inspections for County Construction and Renovation Projects and Wake Tech Construction and Renovation Projects and existing facilities owned by Wake County and Wake Technical Community College within municipal jurisdictions as outlined in Section 2.04.
9. Comply with all municipal ordinances and regulations set forth in Section 2.02(B) 1-4.

(B) The Municipalities shall:

1. Be responsible for enforcing ordinances and regulations, and collect associated fees, adopted by their governing bodies related to zoning, storm water, transportation, landscaping, buffers, utilities, and other aspects of site development that are not governed by the State Building Code.
2. Issue Letter of Compliance in a format substantially similar to that attached as Exhibit A to the County when County Construction and Renovation Projects and Wake Tech Construction and Renovation Projects meet all applicable municipal development ordinances, thereby authorizing the County to commence review of the building construction plans.
3. Issue Letter of Compliance in a format substantially similar to that attached as Exhibit B to the County when County Construction and Renovation Projects and Wake Tech Construction and Renovation Projects meet all applicable municipal development ordinances, thereby authorizing the County to issue Building Permits.
4. Issue Letter of Compliance in a format substantially similar to that attached as Exhibit C to Wake County when County Construction and Renovation Projects and Wake Tech Construction and Renovation Projects meet all applicable municipal development ordinances, thereby authorizing the County to issue Certificates of Occupancy.
5. Perform Periodic Fire Inspections for County Construction and Renovation Projects and Wake Tech Construction and

Renovation Projects and existing facilities owned by Wake County and Wake Technical Community College within their municipal jurisdiction as outlined in Section 2.04.

**2.03 Inapplicability to Certain Municipal Construction Projects:** The provisions of this Agreement do not apply to municipal construction projects exempted pursuant to this section. The parties agree that a municipality may elect to retain jurisdiction and conduct all Building Permitting, Building Plan Review and Building Inspection functions over any construction project financed, built, and owned by a municipal party to this agreement, that is located within the territorial planning jurisdiction of Wake County, so long as written notification is provided to the County by the Municipality on or at the time of application of the land use permit with the County. Notwithstanding the above, nothing herein shall alter or otherwise affect the applicability of County zoning and development regulations or the County's jurisdiction over the same. The parties will mutually agree at the time of Certificate of Occupancy as to which Party will conduct ongoing Periodic Fire Inspections. A list of existing facilities owned by each municipality located in the County's planning jurisdiction that is subject to the provisions of this section is attached as Exhibit D. The list may not be inclusive of all facilities and is subject to change upon mutual agreement of the affected Parties. Notwithstanding the above, the Parties acknowledge that in its their intent to allow public-private partnership projects, as that term may be defined under state law, to be eligible to be treated in the same manner as a public project financed, built, and owned by a municipal party so long as the municipal party is a material participant in the public-private partnership.

**2.04 Periodic Fire Inspections:** The Parties currently conduct Periodic Fire Inspections for regulated structures pursuant to N.C.G.S. 153A-352 within their respective jurisdictional boundaries. The Parties agree to retain or transfer their respective responsibility for conducting Periodic Fire Inspections for all County Construction Projects and Wake Tech Construction Projects as follows:

- a) Apex, Holly Springs and Raleigh: The County, Apex, Holly Springs and Raleigh agree that as of the effective date of this Agreement, Apex, Holly Springs and Raleigh will retain and perform Periodic Fire Inspections for all County Construction and Renovation Projects and Wake Tech Construction and Renovation Projects permitted under this Agreement and within their respective territorial jurisdiction.
- b) Garner, and Morrisville: The County, Garner and Morrisville agree that as of the effective date of this Agreement, the Garner and Morrisville will transfer to Wake County the performance of Periodic Fire Inspections for all County owned construction projects and all Wake Tech construction projects permitted on or after the effective date of this Agreement that are located within their respective territorial jurisdiction. Notwithstanding the above, the Garner and Morrisville will retain responsibility for all County owned renovation projects or Wake Tech renovation projects that entail renovation to an existing facility that was permitted on or before the effective date of this Agreement by the Municipality.
- c) Cary and Wake Forest: As of the effective date of this Agreement, the County, Cary and Wake Forest agree to transfer to the County the

performance of Periodic Fire Inspections for all County Construction and Renovation Projects and Wake Tech Construction and Renovation Projects permitted under this Agreement and within their territorial jurisdiction. The aforementioned parties also agree that Cary and Wake Forest will transfer to the County the performance of Periodic Fire Inspections for all existing Wake County owned facilities within their territorial jurisdiction.

**2.05 Existing Agreements:** Wake County currently performs all Building Permitting, Building Plan Review, and Building Inspections for the Towns of Knightdale, Rolesville, Wendell, and Zebulon pursuant to separate agreements entered into between the parties on April 26, 1983, September 22, 1981, September 13, 1982, and April 19, 1982 respectively.

Wake County also currently performs all Periodic Fire Inspections for the Towns of Rolesville and Wendell pursuant to separate agreements entered into between the parties on July 16, 1996, and June 19, 1997 respectively.

Nothing herein shall alter these separate agreements or the WCPSS ILAs which shall remain in full force and effect.

### **ARTICLE III Fees, Costs, & Personnel**

**3.01. Collection of Building Permit Fees:** Wake County shall assess and collect all fees associated with Building Permitting, Building Plan Review and Building Inspections of County Construction and Renovation Projects and Wake Tech Construction and Renovation Projects directly from Wake County and Wake Technical Community College in accordance with the fee schedules approved by the Wake County Board of Commissioners.

**3.02. Personnel Costs:** Wake County agrees to provide all personnel, resources, and equipment to carry out the Purpose of this Agreement. Costs associated with these resources will be borne by Wake County.

### **ARTICLE IV Effective Date, Term & Termination**

**4.01. Effective Date:** This Agreement shall become effective on July 1, 2017, subject to approval by the governing boards of each Party on or before this date. County Construction and Renovation Projects and Wake Tech Construction and Renovation Projects that are submitted for building permit review to the respective local jurisdiction prior to the effective date of this Agreement will not be subject to the terms and conditions of this Agreement unless mutually agreed upon by the County and the municipality that has local jurisdiction.

**4.02. Term:** The term of this Agreement shall commence on July 1, 2017 and run for a period of ten (10) years, ending June 30, 2027. The term shall be automatically



extended for successive ten (10) year terms unless terminated in accordance with Section 4.03.

**4.03. Termination:** Any Party shall have the right to withdraw or terminate participation in this Agreement upon 120-day notice to the County. The terms and conditions of this Agreement shall remain in effect for any County Construction and Renovation Project and Wake Tech Construction and Renovation Project submitted for Building Plan Review prior to the expiration of the 120-day notice. To the extent that any Party withdraws from this Agreement, it shall remain in force and effect as to the remaining Parties.

## **ARTICLE V Notice**

**5.01. Notice:** Any written or electronic notice required by this Agreement shall be delivered to the Parties at the following addresses:

**For Wake County:** Wake County Manager  
Wake County Justice Center  
301 S. McDowell St.  
Raleigh, NC 27601

**For City of Raleigh:** City Manager  
City of Raleigh  
PO Box 590  
Raleigh, NC 27602

**For Town of Apex:** Town Manager  
Town of Apex  
PO Box 250  
Apex, NC 27502

**For Town of Cary:** Town Manager  
Town of Cary  
PO Box 8005  
Cary, NC 27512

**For Town of Garner** Town Manager  
Town of Garner  
900 7<sup>th</sup> Ave.  
Garner, NC 27529

**For Town of Holly Springs** Town Manager  
Town of Holly Springs  
PO Box 8  
Holly Springs, NC 27540

**For Town of Morrisville** Town Manager  
Town of Morrisville

100 Town Hall Dr.  
Morrisville, NC 27560

**For Town of Wake Forest:**

Town Manager  
Town of Wake Forest  
301 S. Brooks St.  
Wake Forest, NC 27587-2932

## **ARTICLE VI Miscellaneous**

**6.01. Governing Law and Venue:** The Parties agree that North Carolina law shall govern this Agreement. Venue for any disputes arising under this Agreement shall be in the courts of Wake County, North Carolina.

**6.02. Severability:** If any provision of this Agreement shall be determined to be unenforceable by a court of competent jurisdiction, such determination will not affect any other provision of this Agreement.

**6.03. Entire Agreement, Amendments:** This Agreement constitutes the entire Agreement between the Parties. This Agreement shall not be modified or amended except in writing signed by all the Parties.

**6.05. Liability of Officers and Agents:** No officer, agent or employee of any Party shall be subject to any personal liability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officers, agents, or employees shall be deemed to execute this Agreement in their official capacities only, and not in their individual capacities. This section shall not relieve any such officer, agent or employee from the performance of any official duty provided by law.

**6.06. Counterparts:** This Agreement may be executed in several counterparts, each of which shall be an original. Alternatively, each Party may execute an original of this Agreement and all individually executed originals shall constitute a single Interlocal Agreement.

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

**6.08. No Waiver Of Sovereign Immunity:** Nothing in this Agreement shall be construed to mandate purchase of insurance by Wake County pursuant to N.C.G.S. 153A-435 or by any municipality pursuant to N.C.G.S. 160A-485; or to be inconsistent with Wake County's "Resolution Regarding Limited Waiver of Sovereign Immunity" enacted October 6, 2003; or to in any other way waive any Party's defense of sovereign or governmental immunity from any cause of action alleged or brought against a Party for any reason if otherwise available as a matter of law.

**6.09. Indemnity:** If allowed by North Carolina law and to the extent it does not operate as a waiver of sovereign immunity and is not inconsistent with County's "Resolution Regarding Limited Waiver of Sovereign Immunity", County shall indemnify and hold harmless the Municipal Parties from and against all claims, demand, costs and expenses arising out of or relating to County's obligations under this Agreement caused by the negligence or willful misconduct of the County. Likewise, a Municipal Party shall indemnify and hold harmless the County from and against all claims, demand, costs and expenses arising out of or relating to the Municipal Party's obligations under this Agreement caused by the negligence or willful misconduct of the Municipal Party. Provided, however, that in the event any such claim, suit, or cause of action is made against any Party hereto who believes they are entitled to indemnification, notice shall be given to the indemnitor within five (5) business days after that Party's first notice of any such claim, suit, or cause of action.

**6.10. Real Property:** This Agreement does not involve the acquisition or ownership of real property.

**6.11. Electronic Version of Agreement:** Any Party may convert a signed original of the Agreement to an electronic record pursuant to a North Carolina Department of Natural and Cultural Resources approved procedure and process for converting paper records to electronic records for record retention purposes. Such electronic record of the Agreement shall be deemed for all purposes to be an original signed Agreement.

**6.12. Breach and Default:** In the event of breach of this Agreement, the Parties shall be entitled to such legal or equitable remedy as may be available, including specific performance.

**6.12 Representations and Warranties:** The Parties each represent, covenant and warrant for the other's benefit as follows:

(a) Each Party has all necessary power and authority to enter into this Agreement and to carry out the transactions contemplated by this Agreement, and this Agreement has been authorized by Resolution spread upon the minutes of each Party's governing body. This Agreement is a valid and binding obligation of each Party.

(b) To the knowledge of each party, neither the execution and delivery of this Agreement, nor the fulfillment of or compliance with its terms and conditions, nor the consummation of the transactions contemplated by this Agreement, results in a breach of the terms, conditions and provisions of any agreement or instrument to which either Party is now a party or by which either is bound, or constitutes a default under any of the foregoing.

(c) To the knowledge of each Party, there is no litigation or other court or administrative proceeding pending or threatened against such Party (or against any other person) affecting such Party's rights to execute or deliver this Agreement or to comply with its obligations under this Agreement. Neither such Party's execution and delivery of this Agreement, nor its compliance with its obligations under this Agreement, requires the approval of any regulatory body or any other entity the approval of which has not been obtained.

**6.13 Verification of Work Authorization; Iran Divestment Act Certification:**

The Parties, and all subcontractors, shall comply with Article 2, Chapter 64, of the North Carolina General Statutes. The Parties hereby certify that they, and all subcontractors, are not on the Iran Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58.

**IN WITNESS WHEREOF**, the parties, pursuant to resolutions of their respective governing boards spread upon their minutes, have caused this Agreement to be executed in their corporate names by their duly authorized officers, all as of the date first above written.

**TOWN OF APEX, NORTH CAROLINA**

ATTEST:

By: \_\_\_\_\_  
Lance Olive  
Mayor

\_\_\_\_\_  
Donna Hosch, Clerk  
Town of Apex, North Carolina

**TOWN OF CARY, NORTH CAROLINA**

ATTEST:

By: \_\_\_\_\_  
Harold Weinbrecht  
Mayor

\_\_\_\_\_  
Virginia Johnson Clerk  
Town of Cary, North Carolina

**TOWN OF GARNER, NORTH CAROLINA**

ATTEST:

By: \_\_\_\_\_  
Ronnie S. Williams  
Mayor

\_\_\_\_\_  
Stella Gibson, Clerk  
Town of Garner, North Carolina

**TOWN OF HOLLY SPRINGS, NORTH CAROLINA**

ATTEST:

By: \_\_\_\_\_  
Richard G. Sears  
Mayor

\_\_\_\_\_  
Joni Powell  
Town of Holly Springs

**TOWN OF MORRISVILLE, NORTH CAROLINA**

ATTEST:

By: \_\_\_\_\_  
Mark Stohlman  
Mayor

\_\_\_\_\_  
Erin Hudson, Clerk  
Town of Morrisville, North Carolina



**CITY OF RALEIGH, NORTH CAROLINA**

ATTEST:

By: \_\_\_\_\_  
Nancy McFarlane  
Mayor

\_\_\_\_\_  
Gail G. Smith, Clerk  
City of Raleigh, North Carolina

**TOWN OF WAKE FOREST, NORTH CAROLINA**

ATTEST:

By: \_\_\_\_\_  
Vivian A. Jones  
Mayor

\_\_\_\_\_  
Deeda Harris, Clerk  
Town of Wake Forest

**COUNTY OF WAKE, NORTH CAROLINA**

ATTEST:

By: \_\_\_\_\_  
Sig Hutchinson  
Chairman, Board of Commissioners

\_\_\_\_\_  
Denise Hogan, Clerk  
County of Wake, North Carolina

**EXHIBIT A**  
**SAMPLE Letter of Compliance Authorizing Wake County to Proceed with  
Reviewing Building Plans**

[INSERT MUNICIPAL LETTERHEAD]

[DATE]

To: Wake County Planning Development & Inspections  
336 Fayetteville St., Suite 100  
Raleigh, NC, 27601

Subject: [PROJECT NAME]

This letter serves as notification that the above referenced project is compliant with all applicable municipal development requirements, thereby authorizing the County to proceed with reviewing the building construction plans pursuant to the Interlocal Agreement dated July 1, 2017 between Wake County and [INSERT MUNICIPAL JURISDICTION]. This authorization does not grant any construction right and is solely related to commencing review of the building construction plans in accordance with the North Carolina State Building Code.

[THE MUNICIPAL JURISDICTION MAY INSERT OTHER INFORMATION AS NEEDED  
WHEN ISSUING THIS LETTER OF COMPLIANCE]

**EXHIBIT B**  
**SAMPLE Letter of Compliance Authorizing Wake County to Issue Building Permits**

[INSERT MUNICIPAL LETTERHEAD]

[DATE]

To: Wake County Planning Development & Inspections  
336 Fayetteville St., Suite 100  
Raleigh, NC, 27601

Subject: [PROJECT NAME]

This letter serves as notification that the above referenced project has met all applicable municipal development ordinances, thereby authorizing the County to issue building permits pursuant to the Interlocal Agreement dated July 1, 2017 between Wake County and [INSERT MUNICIPAL JURISDICTION]. This authorization does not grant any occupancy right and is solely related to issuing the necessary building permits in accordance with the North Carolina State Building Code.

[THE MUNICIPAL JURISDICTION MAY INSERT OTHER INFORMATION AS NEEDED WHEN ISSUING THIS LETTER OF COMPLIANCE]

**EXHIBIT C**  
**SAMPLE Letter of Compliance Authorizing Wake County to Issue Certificate of Occupancy**

[INSERT MUNICIPAL LETTERHEAD]

[DATE]

To: Wake County Planning Development & Inspections  
336 Fayetteville St., Suite 100  
Raleigh, NC, 27601

Subject: [PROJECT NAME]

This letter serves as notification that the above referenced project is compliant with all applicable municipal development requirements, thereby authorizing the County to issue a certificate of occupancy pursuant to the Interlocal Agreement dated July 1, 2017 between Wake County and [INSERT MUNICIPAL JURISDICTION]. This authorization is solely related to issuing the certificate of occupancy such that it has met all the requirements of the approved construction plans and the North Carolina State Building Code.

[THE MUNICIPAL JURISDICTION MAY INSERT OTHER INFORMATION AS NEEDED WHEN ISSUING THIS LETTER OF COMPLIANCE]

**EXHIBIT D**  
**List of Municipal Facilities Located in Wake County Jurisdiction**

<b>PIN NUMBER</b>	<b>OWNER</b>	<b>ADDRESS</b>	<b>COUNTY ZONING</b>
722484517	Town of Cary / Apex	Cary / Apex Water Treatment Plant	1400 Wimberly Rd R-80W
760666934	Holly Springs	Utility Building	8817 Holly Springs Rd R-30
746620689	Morrisville	Church St Park	5817 Cricket Pitch Way RA
1718038417	City of Raleigh	City of Raleigh Honeycutt Park	1032 Clear Creek Farm Dr R-40W
1751047213	City of Raleigh	Neuse River WWTP	8500 Battle Bridge Rd R-30
1619564350	City of Raleigh	Lake Benson & Utility Structures	605 Buffaloe Rd R-80W
1820973345	City of Raleigh	Water Tower	13013 Keith Store Rd R-40W
1719817433	City of Raleigh	Annie Louise Wilkerson Preserve	5229 Awls Haven Dr. R-80W
780986653	City of Raleigh	Lake Wheeler Park	6404 Lake Wheeler Rd R-80W
1820509750	City of Raleigh	Forest Ridge Park	12245 Old Falls of Neuse Rd R-80W
1628259668	City of Raleigh	Utility Building	8828 Wrenn Rd R-30
1609778854	City of Raleigh	Lake Benson & Utility Structures	975 Buffaloe Rd R-80W
780579521	City of Raleigh	Lake Wheeler	6500 Lake Wheeler Rd R-80W

**FIRST AMENDMENT TO INTERLOCAL AGREEMENTS FOR  
CONSOLIDATING BUILDING PERMITTING, BUILDING PLAN REVIEW, AND BUILDING  
INSPECTIONS FOR WAKE COUNTY PUBLIC SCHOOL SYSTEM PROJECTS**

This first amendment to the Interlocal Agreement is entered into as of the date the last party executes this Amendment, among **APEX, NORTH CAROLINA** (“Apex”); **CARY, NORTH CAROLINA** (“Cary”); **FUQUAY-VARINA, NORTH CAROLINA** (“Fuquay-Varina”); **GARNER, NORTH CAROLINA** (“Garner”); **HOLLY SPRINGS, NORTH CAROLINA** (“Holly Springs”); **KNIGHTDALE, NORTH CAROLINA** (“Knightdale”); **MORRISVILLE, NORTH CAROLINA** (“Morrisville”); **RALEIGH, NORTH CAROLINA** (“Raleigh”); **ROLESVILLE, NORTH CAROLINA** (“Rolesville”); **WAKE FOREST, NORTH CAROLINA** (“Wake Forest”); **WENDELL, NORTH CAROLINA** (“Wendell”); **ZEBULON, NORTH CAROLINA** (“Zebulon”); all of the above being municipal corporations and public bodies politic of the State of North Carolina; and **WAKE COUNTY, NORTH CAROLINA** (the “County” or “Wake”), collectively (“Parties”) a public body politic and corporate of the State of North Carolina.

**RECITALS:**

**WHEREAS**, Apex, Cary, Garner, Holly Springs, Knightdale Morrisville, Raleigh, Rolesville, Wake Forest, Wendell, Zebulon and Wake County entered into an Interlocal Agreement dated March 1, 2008 to consolidate building permitting, building plan review, and building inspections for Wake County Public School System projects into the inspections department/division of Wake County; and

**WHEREAS**, Fuquay-Varina and Wake County entered into an Interlocal Agreement dated December 7, 2015 to consolidate building permitting, building plan review, and building inspections for Wake County Public School System projects into the inspections department/division of Wake County; and

**WHEREAS**, both Interlocal Agreements referenced herein are scheduled to expire on February 28, 2018; and

**WHEREAS**, neither Interlocal Agreement defines “Wake County Public School System Construction Projects” and clarity is needed between the parties as to the types of projects that are contemplated within this definition; and

**WHEREAS**, the parties to both agreements have mutually agreed to amend the Interlocal Agreements by extending the term and have also agreed to clarify their responsibilities related to building permitting, building plan review, and building inspections for Wake County Public School System Construction Projects, which shall include administrative office buildings, other non-instructional buildings, and school building construction and renovation projects; and

**WHEREAS**, the Interlocal Agreement was entered into pursuant to North Carolina General Statutes, Article 20, Part 1 of Chapter 160A.

**NOW THEREFORE**, in consideration of the mutual goals and promises contained herein and the mutual benefits to result there from, that parties agree to amend the Interlocal Agreements as follows:



1. Article IV, Section 4.01 shall be amended to read:  
The term shall be extended Ten (10) years ending on February 28, 2028. Upon consent documented in writing by all the Parties, the term of the Interlocal Agreements may be further extended.
2. Article I shall be modified as follows:
  - a. The definition for “construction project” in Section 1.01 shall be deleted and replaced with the following new definition:

“Wake County Public School System Construction Projects, or WCPSS Construction Projects”, or “Construction Project” means any construction or renovation project or any addition to an existing school building, administrative office building or other non-instructional buildings owned by the Wake County Board of Education and/or WCPSS for which a building permit is required. Any WCPSS construction or renovation project administered by a third-party owner for which WCPSS has a leasehold interest shall be specifically excluded from this definition.
  - b. The definition for “certificate of compliance” in Section 1.01 shall be deleted and replaced with the following new definition:

“Letter of Compliance” means authorization from the municipality to the County evidencing that the construction project has met all applicable local municipal requirements prior to the County commencing review of the building plans, issuing the building permit, and issuing the certificate of occupancy. See representative forms attached hereto as Exhibits A, B, and C.
3. Article II shall be modified as follows:
  - a. Section 2.02(A)(5) shall be replaced in its entirety with the following new language:

“Issue Certificates of Occupancy when the Construction Project has met all the requirements of the approved construction plans, municipal ordinances, State Building Codes, and only after the municipalities issue Letters of Compliance at certain keys stages of review in a format substantially similar to that attached as Exhibits A, B, and C.”
  - b. Section 2.02(B)(3) shall be replaced in its entirety with the following new language:

“Issue Letters of Compliance to Wake County that WCPSS Construction Projects meet all applicable municipal ordinance requirements at key stages of review in a format substantially similar to that attached as Exhibits A, B, and C.”
4. Specifically incorporated into the Interlocal Agreements are Exhibits A, B, and C attached hereto and referenced herein.
5. All other terms and conditions shall remain in force.

**IN WITNESS WHEREOF**, the parties, pursuant to resolutions of their respective governing boards spread upon their minutes, have caused this Agreement to be executed in their corporate names by their duly authorized officers, all as of the date written.

**TOWN OF APEX, NORTH CAROLINA**

ATTEST:

By: \_\_\_\_\_  
Lance Olive  
Mayor

\_\_\_\_\_  
Donna Hosch, Clerk  
Town of Apex, North Carolina

This, the \_\_\_ day of \_\_\_\_\_, 2017.

**TOWN OF CARY, NORTH CAROLINA**

ATTEST:

By: \_\_\_\_\_  
Harold Weinbrecht  
Mayor

\_\_\_\_\_  
Virginia Johnson Clerk  
Town of Cary, North Carolina

This, the \_\_\_\_ day of \_\_\_\_\_, 2017.

**TOWN OF FUQUAY-VARINA, NORTH CAROLINA**

ATTEST:

By: \_\_\_\_\_  
John W. Byrne  
Mayor

\_\_\_\_\_  
Rose Rich, Clerk  
Town of Fuquay-Varina, North Carolina

This, the \_\_\_\_ day of \_\_\_\_\_, 2017.

**TOWN OF GARNER, NORTH CAROLINA**

ATTEST:

By: \_\_\_\_\_  
Ronnie S. Williams  
Mayor

\_\_\_\_\_  
Stella Gibson, Clerk  
Town of Garner, North Carolina

This, the \_\_\_\_ day of \_\_\_\_\_, 2017.

**TOWN OF HOLLY SPRINGS, NORTH CAROLINA**

ATTEST:

By: \_\_\_\_\_  
Richard G. Sears  
Mayor

\_\_\_\_\_  
Joni Powell  
Town of Holly Springs

This, the \_\_\_\_ day of \_\_\_\_\_, 2017.

**TOWN OF KNIGHTDALE, NORTH CAROLINA**

ATTEST:

By: \_\_\_\_\_  
James Roberson  
Mayor

\_\_\_\_\_  
Whitney Ledford, Clerk  
Town of Knightdale

This, the \_\_\_\_ day of \_\_\_\_\_, 2017.

**TOWN OF MORRISVILLE, NORTH CAROLINA**

ATTEST:

By: \_\_\_\_\_  
Mark Stohlman  
Mayor

\_\_\_\_\_  
Erin Hudson, Clerk  
Town of Morrisville, North Carolina

This, the \_\_\_\_ day of \_\_\_\_\_, 2017.



**CITY OF RALEIGH, NORTH CAROLINA**

ATTEST:

By: \_\_\_\_\_  
Nancy McFarlane  
Mayor

\_\_\_\_\_  
Gail G. Smith, Clerk  
City of Raleigh, North Carolina

This, the \_\_\_ day of \_\_\_\_\_, 2017.

**TOWN OF ROLESVILLE, NORTH CAROLINA**

ATTEST:

By: \_\_\_\_\_  
Frank Eagles  
Mayor

\_\_\_\_\_  
Robin Reif, Clerk  
Town of Rolesville

This, the \_\_\_\_ day of \_\_\_\_\_, 2017.

**TOWN OF WAKE FOREST, NORTH CAROLINA**

ATTEST:

By: \_\_\_\_\_  
Vivian A. Jones  
Mayor

\_\_\_\_\_  
Deeda Harris, Clerk  
Town of Wake Forest

This, the \_\_\_\_ day of \_\_\_\_\_, 2017.

**TOWN OF WENDELL, NORTH CAROLINA**

ATTEST:

By: \_\_\_\_\_  
Virginia Gray  
Mayor

\_\_\_\_\_  
Sherry Scoggins, Clerk  
Town of Wendell

This, the \_\_\_\_ day of \_\_\_\_\_, 2017.

**TOWN OF ZEBULON, NORTH CAROLINA**

ATTEST:

By: \_\_\_\_\_  
Robert S. Matheny  
Mayor

\_\_\_\_\_  
Lisa Markland, Clerk  
Town of Zebulon

This, the \_\_\_\_ day of \_\_\_\_\_, 2017.

**COUNTY OF WAKE, NORTH CAROLINA**

ATTEST:

By: \_\_\_\_\_  
Sig Hutchinson  
Chairman, Board of Commissioners

\_\_\_\_\_  
Denise Hogan, Clerk  
County of Wake, North Carolina

This, the \_\_\_\_ day of \_\_\_\_\_, 2017.

**EXHIBIT A**  
**SAMPLE Letter of Compliance Authorizing Wake County to Proceed with Reviewing Building Plans**

[INSERT MUNICIPAL LETTERHEAD]

[DATE]

To: Wake County Planning Development & Inspections  
336 Fayetteville St., Suite 100  
Raleigh, NC, 27601

Subject: [PROJECT NAME]

This letter serves as notification that the above referenced project is compliant with all applicable municipal development requirements, thereby authorizing the County to proceed with reviewing the building construction plans pursuant to the Interlocal Agreement dated [INSERT DATE] between Wake County and [INSERT MUNICIPAL JURISDICTION]. This authorization does not grant any construction right and is solely related to commencing review of the building construction plans in accordance with the North Carolina State Building Code.

[THE MUNICIPAL JURISDICTION MAY INSERT OTHER INFORMATION AS NEEDED WHEN ISSUING THIS LETTER OF COMPLIANCE]

**EXHIBIT B**  
**SAMPLE Letter of Compliance Authorizing Wake County to Issue Building Permits**

[INSERT MUNICIPAL LETTERHEAD]

[DATE]

To: Wake County Planning Development & Inspections  
336 Fayetteville St., Suite 100  
Raleigh, NC, 27601

Subject: [PROJECT NAME]

This letter serves as notification that the above referenced project has met all applicable municipal development ordinances, thereby authorizing the County to issue building permits pursuant to the Interlocal Agreement dated [INSERT DATE] between Wake County and [INSERT MUNICIPAL JURISDICTION]. This authorization does not grant any occupancy right and is solely related to issuing the necessary building permits in accordance with the North Carolina State Building Code.

[THE MUNICIPAL JURISDICTION MAY INSERT OTHER INFORMATION AS NEEDED WHEN ISSUING THIS LETTER OF COMPLIANCE]



**EXHIBIT C**  
**SAMPLE Letter of Compliance Authorizing Wake County to Issue Certificate of Occupancy**

[INSERT MUNICIPAL LETTERHEAD]

[DATE]

To: Wake County Planning Development & Inspections  
336 Fayetteville St., Suite 100  
Raleigh, NC, 27601

Subject: [PROJECT NAME]

This letter serves as notification that the above referenced project is compliant with all applicable municipal development requirements, thereby authorizing the County to issue a certificate of occupancy pursuant to the Interlocal Agreement dated [INSERT DATE] between Wake County and [INSERT MUNICIPAL JURISDICTION]. This authorization is solely related to issuing the certificate of occupancy such that it has met all the requirements of the approved construction plans and the North Carolina State Building Code.

[THE MUNICIPAL JURISDICTION MAY INSERT OTHER INFORMATION AS NEEDED WHEN ISSUING THIS LETTER OF COMPLIANCE]