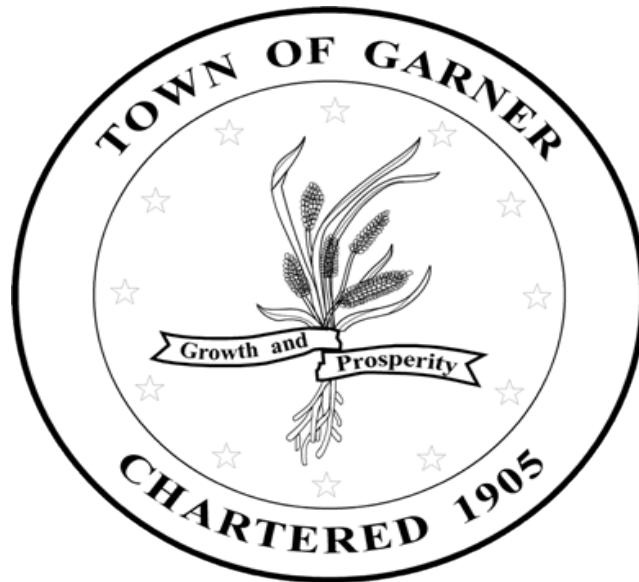


# TOWN OF GARNER



## TOWN COUNCIL MEETING

NOVEMBER 6 2017  
7:00 P.M.

Garner Town Hall  
900 7th Avenue  
Garner, NC 27529

**Town of Garner  
Town Council Agenda  
November 6, 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 Town Hall located at 900 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. Recognize Retirement of Randy McLamb ..... Page 5  
Presenter: Rodney Dickerson, Town Manager and Forrest Jones, Public Works Director

Recognize retirement of Randy McLamb, Fleet Mechanic in the Public Works Department, on his recent retirement from the Town of Garner after 24 years of dedicated service.

2. Auditors Report ..... Page 6  
Presenter: Elsa Watts, Martin Starnes & Associates, CPAs

Ms. Watts will present the audit report and financial statements for the fiscal year ending June 30, 2017.

- 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 21  
Presenter: Stella Gibson, Town Clerk

Minutes from the October 17, 2017 Meeting

Action: Adopt Minutes

2. Updates to the NC Municipal Records and Retention Schedule ..... Page 27  
Presenter: Stella Gibson

The Town adopted the NC Department of Municipal Records and Retention schedule on October 16, 2012. Since then several updates have been made to the schedule. Adoption of these amendments will bring the Town into compliance with the updated schedule.

Action: Adopt Resolution (2017) 2337

3. Recognition of Disposable Property ..... Page 40

Recognize service weapon and badge of Senior Officer Christina Pappas as disposable property so they can be awarded to her in recognition of her retirement from the Town after over 20 years of dedicated service.

Action: Adopt Resolution (2017) 2336

4. Ordinance Amending FY2017/2018 Operating Budget ..... Page 42  
Presenter: Pam Wortham, Finance Director

Ordinance to appropriate funds for copier charges incurred in FY2016/2017 which were not billed until this fiscal year.

Action: Adopt Ordinance (2017) 3886

5. Wake County Subrecipient Agreement for CDBG Funding ..... Page 45  
Presenter: John Hodges, Asst. Town Manager – Development Services

Wake County has awarded CDBG funding in the amount of \$212,000 for the Recreation Center project and associated streetscape improvements.

Action: Authorize Town Manager to Execute Contract

- 6. Stop Signs for Vandora West Subdivision ..... Page 89  
Presenter: Tony Chalk, Town Engineer

The Engineering Department is recommending approval to erect 3 stop signs as a traffic control measure within the Vandora West subdivision.

Action: Approve Stop Sign Placement

- 7. Meadowbrook Lease Agreement ..... Page 92  
Presenter: Rodney Dickerson, Town Manager

St. Augustine's University indicated that it will no longer lease the Meadowbrook property from the Town of Garner effective October 31, 2017. Robert Hinton, who manages the facility and golf course, desires to continue operations and has requested the Town to enter into a lease agreement with him. The terms will be similar to those agreed to by St. Augustine's. Because Mr. Hinton proposes to run the facility in the same manner, the change should be seamless to the Town.

Action: Authorize Town Manager to Execute Lease

H. PUBLIC HEARINGS

- 1. Conditional Use Site Plan CUP-SP-17-20, DEH Self-Storage ..... Page 93  
Presenter: Jenny Saldi, Senior Planner

Request for conditional use site plan approval for a self-storage facility. This site is located at 525 US 70 East.

Action: Approve CUP-SP-17-20

- 2. Planned Development Rezoning & Master Plan PD-Z-17-01 and PD-MP-17-01, Country Walk Subdivision ..... Page 103  
Presenter: Jenny Saldi, Senior Planner and David Bamford, Planning Services Manager

Request for planned residential development approval for approximately 130.05 acres for 327 dwelling units (215 single-family and 112 townhomes). The site is located on Ackerman Road with frontage on Hebron Church Road.

Action: Adopt Ordinance (2017) 3887 and Approve Rezoning and Master Plan

- 3. Annexation Petition ANX-17-06, Martin Marietta ..... Page 127  
Presenter: David Bamford, Planning Services Manager

Request for contiguous annexation of 5.76 acres located at 2500 Waterfield Drive. This development was approved for an office/warehouse project on July 6, 2017 (SUP-SP-17-06).

Action: Adopt Ordinance (2017) 3888

- 4. Annexation Petition ANX-17-07, Pezza Properties ..... Page 132  
Presenter: David Bamford, Planning Services Manager

Request for contiguous annexation of 3.7 acres located at 7974 Bryan Road. The owner is requesting public water connection for a single-family residence.

Action: Adopt Ordinance (2017) 3889

I. NEW/OLD BUSINESS

J. COMMITTEE REPORTS

K. MANAGER REPORTS

- 1. garner info
- 2. Retreat Logistics

L. ATTORNEY REPORTS

M. COUNCIL REPORTS

N. ADJOURNMENT

Town of Garner  
Town Council Meeting  
Agenda Form

Meeting Date: November 6, 2017		
Subject: Recognition Retirement of Randy McLamb		
Location on Agenda: Presentations		
Department: Public Works		
Contact: Forrest Jones, Public Works Director		
Presenter: Rodney Dickerson, Town Manager and Forrest Jones, Public Works Director		
Brief Summary:  Recognition of Randy McLamb, Fleet Mechanic in the Public Works Department, on his recent retirement from the Town of Garner after 24 years of dedicated service.		
Recommended Motion and/or Requested Action: None		
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: Congratulations for 24 years of dedicated service.		
Attachments Yes:      No: <input checked="" type="radio"/>		
Agenda Form Reviewed by:	Initials:	Comments:
Department Head:	FJ	
Finance Director:		
Town Attorney:		
Town Manager:	RD	
Town Clerk:		

Town of Garner  
Town Council Meeting  
Agenda Form

Meeting Date: November 6, 2017		
Subject: Audit Presentation		
Location on Agenda: Presentations		
Department: Finance		
Contact: Pam Wortham, Finance Director		
Presenter: Elsa Watts, Martin Starnes & Associates, CPAs		
Brief Summary:  Elsa Watts with the audit firm of Martin Starnes & Associates will present the audit report and financial statements for the fiscal year ending June 30, 2017.		
Recommended Motion and/or Requested Action: Presentation only; no action		
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:		

MARTIN • STARNES  

---

 & ASSOCIATES, CPAs, P.A.

---

**Town of Garner**  
2017 Audited Financial Statements





# Audit Highlights

---

- ❑ Unmodified Opinion (“Clean Opinion”)
- ❑ Cooperative Staff
- ❑ CAFR Award- last 26 years
- ❑ CAFR has been approved by the LGC



# Audit Process

---

- Planning and risk assessment
- Interim procedures
- Final procedures
- CAFR preparation
- Year-round process



# Assets, Liabilities, and Fund Balance

---

	<b><u>General Fund</u></b>	<b><u>Capital Projects</u></b>
Total Assets	\$30,928,038	\$10,332,131
Total Liabilities	885,471	521,617
Deferred Inflows of Resources	95,388	-
Fund Balance	29,947,179	9,810,514



# Fund Balance

---

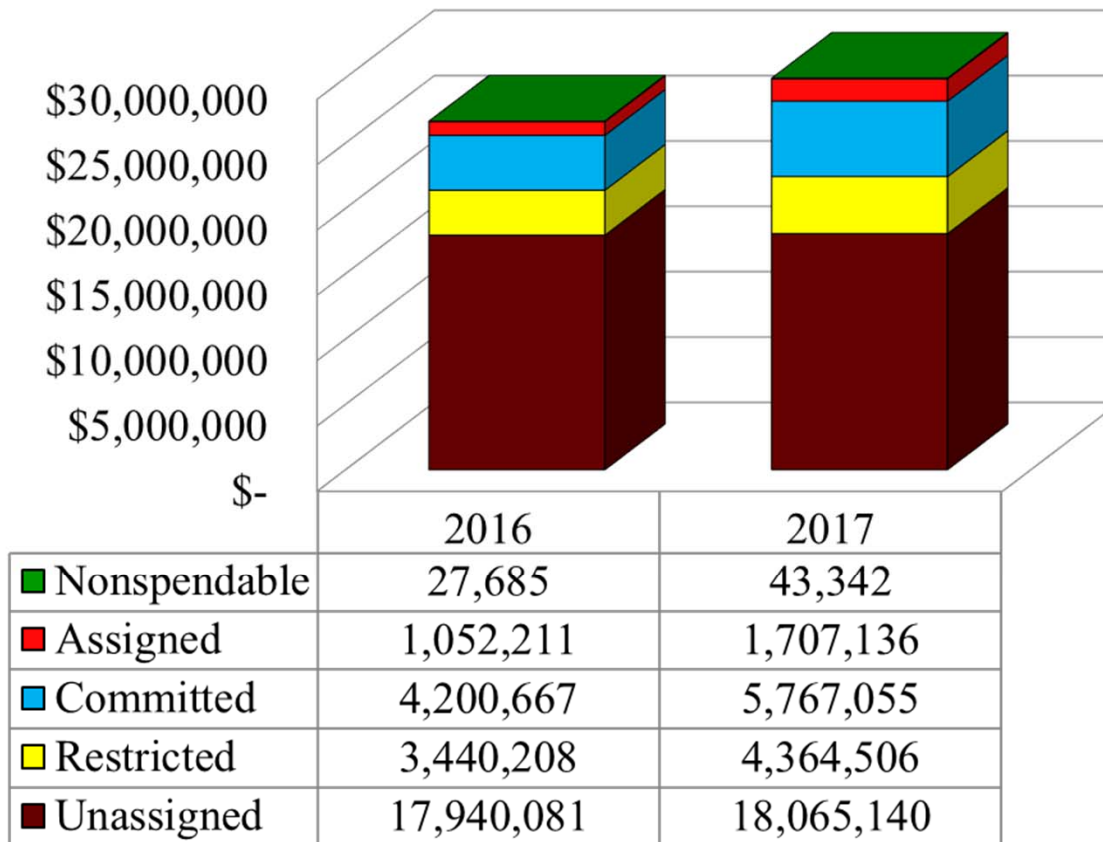
- Serves as a measure of the Town's financial resources available.
  - $(\text{Assets} + \text{Deferred outflows}) - (\text{Liabilities} + \text{Deferred inflows}) = \text{Fund Balance}$

## 5 Classifications:

- **Non spendable** - not in cash form
- **Restricted** - external restrictions (laws, grantors)
- **Committed** - internal constraints at the highest (Council) level-do not expire, requires Council action to undo
- **Assigned** - internal constraints, lower level than committed
- **Unassigned** - no external or internal constraints

# Total Fund Balance General Fund

**Fund Balance**



Total Fund Balance:

2016 \$26,660,852

2017 \$29,947,179

Unassigned FB as a percentage of expenditures:

2016 65%

2017 57%



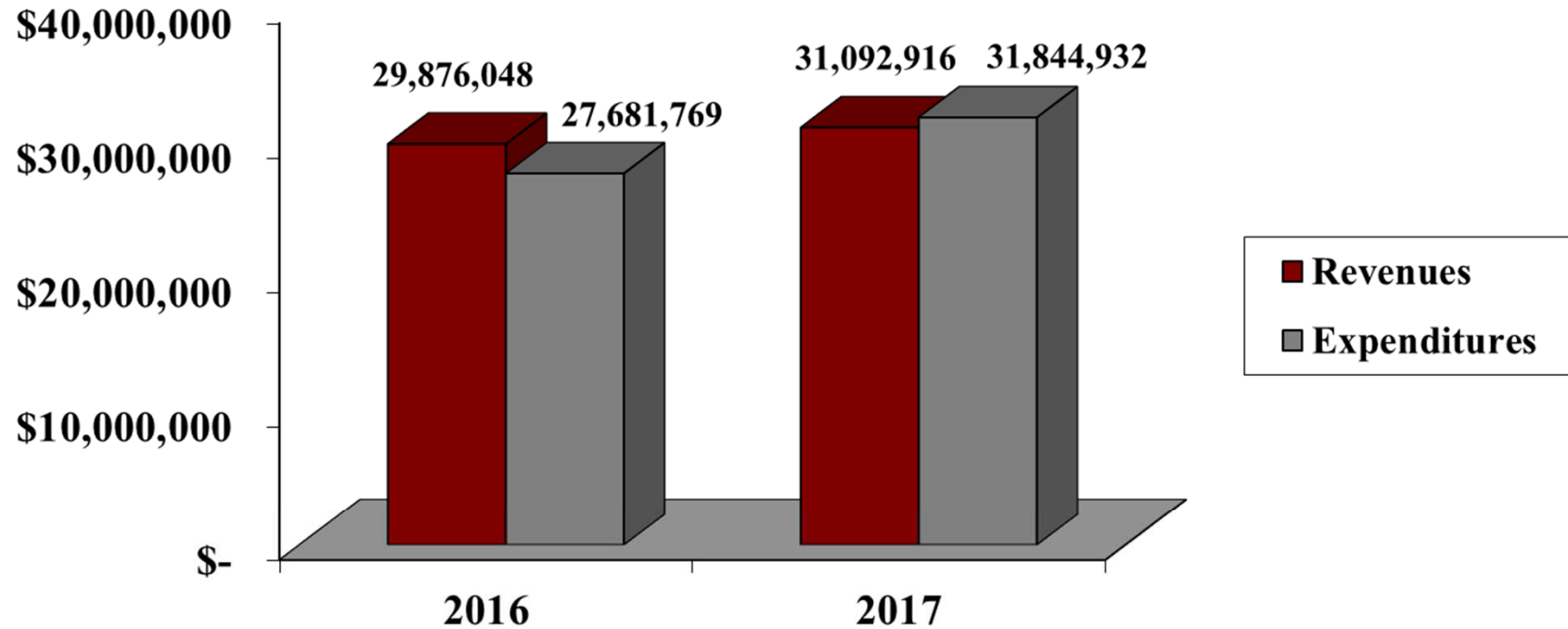
# Change in Fund Balance-General Fund

---

Key Elements of the \$3,286,327 increase in fund balance:

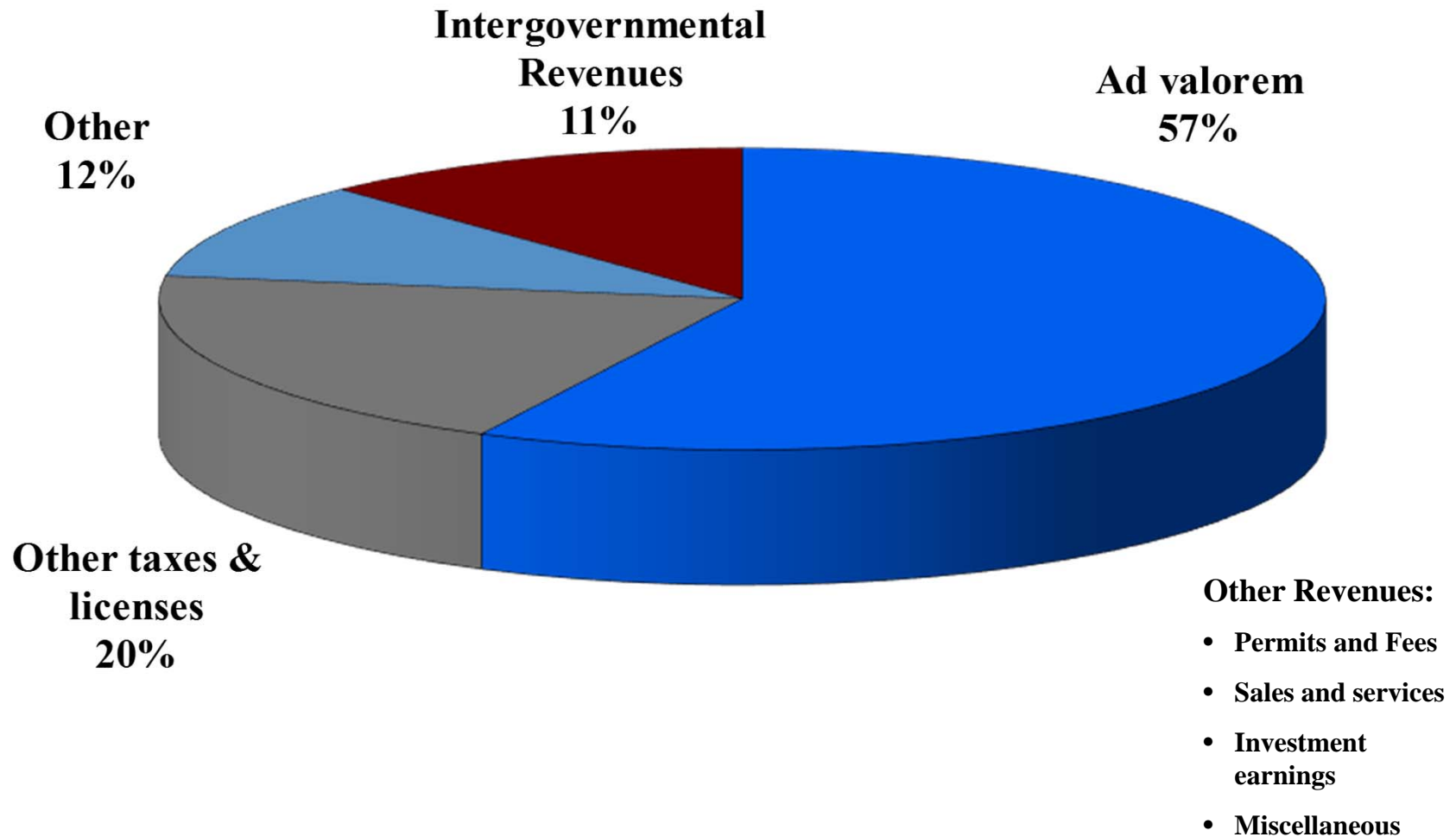
- Ad valorem tax revenue increased \$770k
- Permits and fees increased \$290k

# General Fund Summary



# Top 3 Revenues: General Fund

---





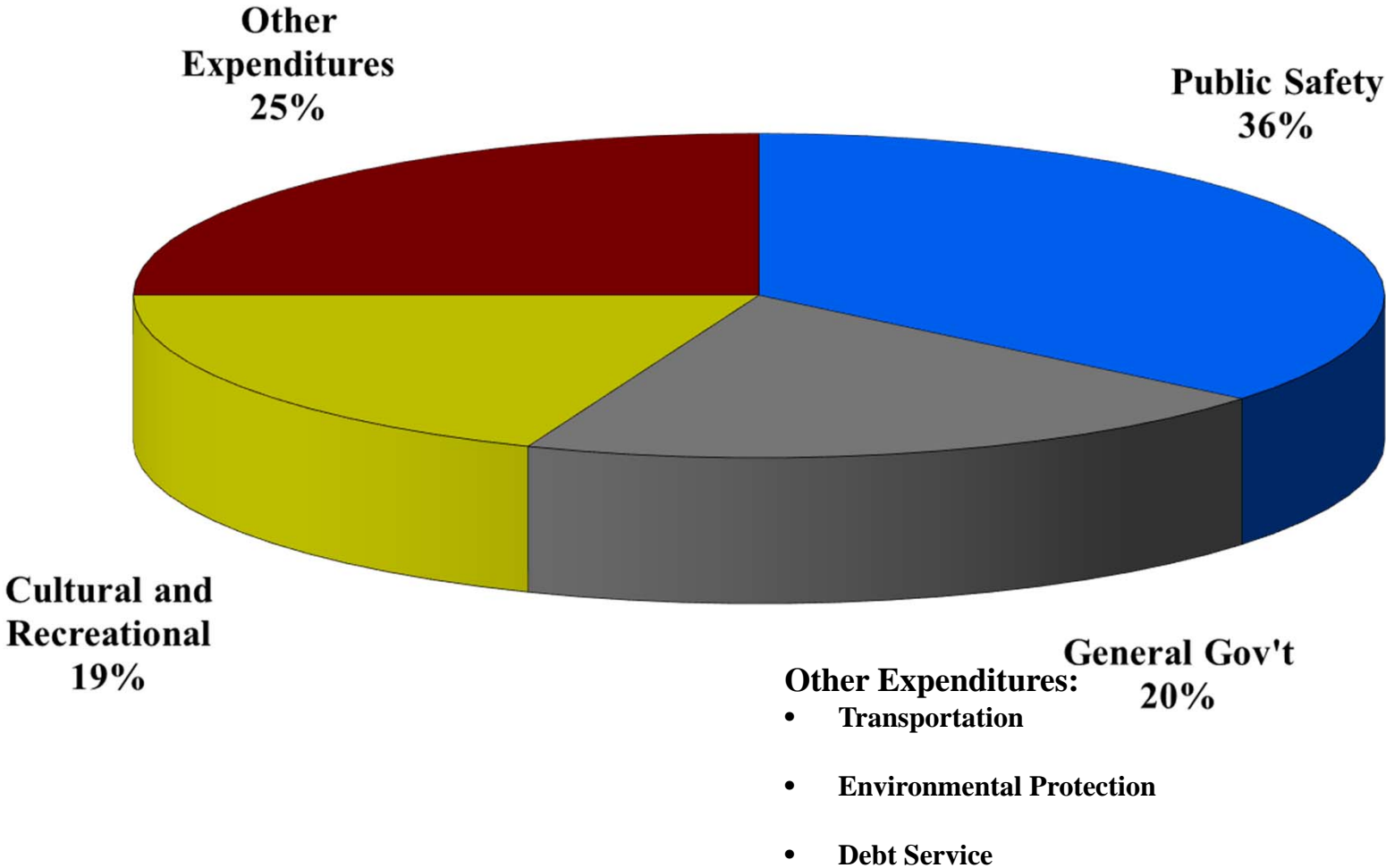


# Property and Registered MV Tax

---

	<b>2016</b>	<b>2017</b>
Net Levy	\$16,900,584	17,764,759
Uncollected	(51,069)	(33,807)
Taxes Collected	16,849,515	17,730,952
Collection Percentage	99.70%	99.81%

# Top 3 Expenditures: General Fund





# CAFR Contents

---

- Introductory Section- Overview of Town
- Auditor's Opinion
- MD&A- Summary of financial activity
- Financial Statements
- Notes
- Statistical Section- 10 year trends
- Compliance



# OPEB – GASB 75

---

- Actuarial study required for 2017/2018
- Significant impact on net position



MARTIN · STARNES  

---

  
& ASSOCIATES, CPAs, P.A.

---

**Discussion**

**&**

**Questions**

Town of Garner  
Town Council Meeting  
Agenda Form

Meeting Date: November 6, 2017		
Subject: Council Meeting Minutes		
Location on Agenda: Consent		
Department: Administration		
Contact: Stella Gibson, Town Clerk		
Presenter: Stella Gibson, Town Clerk		
Brief Summary: Adopt minutes from the October 17, 2017 Council Meeting		
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:		

**Town of Garner  
Town Council Agenda  
October 17, 2017**

The Council met in regular session at 7:00 p.m. in the Council Chambers located at 900 7<sup>th</sup> Avenue.

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

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

Staff Present: Rodney Dickerson-Town Manager, Matt Roylance-Asst. Town Manager-Operations, John Hodges-Asst. Town Manager, Development Services, Pam Wortham-Finance Director, Rick Mercier-Communications Manager, BD Sechler-Human Resources Director, Tony Chalk-Town Engineer, Lori Smith-Police Captain, Mike McIver-Police Lieutenant, Joe Binns-Police Captain, Brandon Zuidema-Police Chief, William E. Anderson-Town Attorney, and Stella Gibson-Town Clerk.

**CALL MEETING TO ORDER/ROLL CALL:** Mayor Ronnie Williams

**PLEDGE OF ALLEGIANCE:** Council Member Jackie Johns

**INVOCATION:** Council Member Jackie Johns

**PETITIONS AND COMMENTS**

Deanna Riffey expressed dissatisfaction regarding the proposed location of the sidewalk project along Avery Street.

**ADOPTION OF AGENDA**

Mr. Dickerson requested to add a discussion of the Highway 70 sanitary sewer extension and Council Member Singleton requested to add a closed session relating to personnel.

Motion: Kennedy  
Second: Marshburn  
Vote: Unanimous

**PRESENTATIONS**

**CONSENT**

**Council Meeting Minutes**

Presenter: Stella Gibson, Town Clerk

Minutes from the September 19, 2017, September 26, 2017, and October 2 Council Meetings and Minutes from Closed Sessions on September 19, 2017 and October 2, 2017.

Action: Adopt Minutes

**Agency Funding/Programming Partner Agreement Approved in the FY2017/2018 Budget**

Presenter: Stella Gibson, Town Clerk

Following budget adoption, agreements were prepared and forwarded to each of the agencies receiving appropriations this year. Once approved, the Town will make payment to the organizations in accordance with the schedule set out in each agreement. An agreement has been executed and returned by: Resources for Seniors.

Action: Authorize Execution of Agreement

**Ordinance Amending FY2017/2018 Operating Budget (Grant Revenue for Police)**

Presenter: Pam Wortham, Finance Director

Request to use \$3,600 of fund balance to continue the UCAP program with the City of Raleigh and to use lapsed salary funds to pay a phone stipend to the Communications Specialist, and to budget for a grant that the Police Department received.

Action: Adopt Ordinance (2017) 3885

Motion: Marshburn  
Second: Johns  
Vote: Unanimous

**PUBLIC HEARINGS**

**NEW/OLD BUSINESS**

**Amend FY 2017/2018 Fee Schedule for Police Security on Holidays**

Presenter: Joe Binns, Captain

Mr. Binns explained this request is to raise the rate per hour to \$54 for security performed by sworn officers during Town approved holidays (Thanksgiving Holiday: Thursday – Sunday, Christmas Eve/Christmas Day and the preceding weekend, New Year’s Eve and New Year’s Day, Easter Weekend, any other specific Town recognized holiday (Veterans Day, Labor Day, Memorial Day, etc). This is essentially a pass-through process. Companies requesting security services are required to contract with the Town and officers are given the opportunity to volunteer for assignments. Private companies are invoiced by the Town for the officers’ time; the Town then compensates the officer.

Action: Authorize Increase of Holiday Hourly Rate

Motion: Kennedy  
Second: Marshburn  
Vote: Unanimous



## **Potential Extension of Sanitary Sewer**

Presenter: John Hodges-Asst. Town Manager, Development Services and Tony Chalk, Town Engineer  
Mr. Hodges advised Council of a recent development opportunity to extend sewer up to Highway 70 to Raynor Road. There is a developer who may be able to assist with the cost of the extension.

## **COMMITTEE REPORTS**

### **MANAGER REPORTS**

- garner info
- Finance Report
- Building & Permit Report
- Regional Transportation Alliance Leadership Briefing and Tour to Richmond - November 28-29, 2017 (Mr. Hodges and Mayor Williams will attend)
- Town Hall Open House – November 4 from 10:00 a.m. to 12:00 p.m.
- Garner 101 Citizens Academy Graduation – October 19 at 12:00 p.m. in the Town Hall Training Room

Mr. Mercier advised Council of an opportunity to broaden the Town's social media presence by streaming the Council Meetings on facebook live. This may reach viewers that might not already be engaged. Current recording and broadcasting would continue. Council consensus to test this process at the October 31 Work Session.

### **ATTORNEY REPORTS**

### **COUNCIL REPORTS**

Kennedy

- Asked if materials would be provided for Retreat topics of the new CIP model, revenue savings plan, the intersection of Ackerman/Hebron Church/White Oak Roads. Mr. Dickerson and Roylance explained these topics will be included as part of the Retreat discussions and documentation would be provided in advance. The overall theme of the Retreat will focus on elements in the CIP, bond capacity and what we are going to be doing in the future and future bonds, prioritizing projects for the future, long term investments. The agenda does not include discussions regarding managing the unrestricted fund balance, but could be incorporated if Council desires. This item is on the October 31 Work Session for discussion.
- Asked if discussion of affordable housing was a primary discussion during the Retreat. Mr. Dickerson advised Triangle J has been working with Chatham County and other municipal organizations in their Triangle J region to conduct assessments on affordable housing/investments and transit and how they marry together. The Town would like to get a broad idea of how this relates to our region and get a baseline on what affordable housing means. County Commissioners were invited to attend the Retreat and discuss these issues as well as the possible need to raise taxes for affordable housing.
- Asked if there was any follow-up discussion required regarding Lisa Lyons presentation asking for assistance to redevelop the property on Benson Road. The Town is unable to assist with this project

but suggest Ms. Lyons may be able to receive assistance from Community of Hope, local churches, and faith-based organizations.

#### Singleton

- Asked about a Garner Info item related to a request to place crosswalk on Timber Drive between South Garner Trail and Buckingham Road. Mr. Chalk responded there is already a crosswalk there, but it is not lit. Mr. Chalk added the Town can follow up with NCDOT to determine if alternate crosswalk signage is possible. Mr. Chalk also stated there is LAPP funding to complete that section and introduce crosswalks at Thompson and Vandora Springs Road.

#### Williams

- Asked if a crosswalk would be possible near Angie's Restaurant.

#### Behringer

- November 7 - South Garner High School sponsoring Stars on Stage on November 7
- October 22 – Food Truck Rodeo on Main Street
- Reported attending a community meeting with WCPSS with Council Member Marshburn where the proposed assignment policy was discussed. The final assignment policy has not been determined yet.
- Asked about an update on the Rec Center construction. Mr. Chalk advised a full crew is on site and the project is moving forward.

#### Marshburn

- Thanked staff for organizing the Advisory Appreciation dinner.
- Expressed concern at the lack of lane striping on 7<sup>th</sup> Avenue to Vandora Springs. Mr. Chalk advised the general contractor is aware of the striping issue and NCDOT has a reconfiguration for the striping. He will get an update on the striping issue and provide to Council.
- Asked if the planning of programming, facility hours, etc. at the new Rec Center could be discussed at the Retreat. Mr. Dickerson advised this matter will be discussed at the January Work Session.
- Requested to discuss development of the Meadowbrook property at a Work Session.
- Requested absence from the October 31 Work Session.

#### **CLOSED SESSION:**

Pursuant to N.C. General Statutes Section 143.318.11(a)(6) to discuss the qualifications, competence, performance, character, fitness, or conditions of an appointment of an individual public officer or employee.

Motion: Singleton  
Second: Marshburn  
Vote: Unanimous

RETURN TO REGULAR SESSION AND ADJOURNMENT: 8:36 p.m.

DRAFT

Town of Garner  
Town Council Meeting  
Agenda Form

Meeting Date: November 6, 2017		
Subject: Updates to the NC Municipal Records and Retention Schedule		
Location on Agenda: Consent		
Department: Administration		
Contact: Stella Gibson, Town Clerk		
Presenter: Stella Gibson, Town Clerk		
Brief Summary:  The Town adopted NC Department of Municipal Records and Retention schedule on October 16, 2012. Since then several updates have been made to the schedule. Adoption of these amendments will bring the Town into compliance with the updated schedule.		
Recommended Motion and/or Requested Action: Adopt Resolution (2017) 2337		
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:		

**Municipal  
Records Retention Schedule Amendment**

Amending the Municipal Records Retention and Disposition Schedule published September 10, 2012.

**STANDARD 6. EMERGENCY SERVICES AND FIRE DEPARTMENT RECORDS**

Amending Item 3, 911 Recordings as shown on substitute page 41 and Item 18 Emergency Notifications as shown on substitute page 43.

**STANDARD 9. LAW ENFORCEMENT RECORDS**

Amending Item 136, Law Enforcement Audio and Video Recordings, as shown on substitute page 90.

**APPROVAL RECOMMENDED**

\_\_\_\_\_  
City/Town Clerk

\_\_\_\_\_  
Chief Administrative Officer/  
City Manager



\_\_\_\_\_  
Sarah E. Koonts, Director  
Division of Archives and Records

**APPROVED**

\_\_\_\_\_  
Mayor



\_\_\_\_\_  
Susan W. Kluttz, Secretary  
Department of Natural and Cultural Resources

Municipality: \_\_\_\_\_

October 1, 2016

**STANDARD-6. EMERGENCY SERVICES AND FIRE DEPARTMENT RECORDS**

Official records explaining the authority, operating philosophy, proposed methods, and primary functions of municipal emergency services programs and municipal fire departments.

ITEM #	STANDARD-6: EMERGENCY SERVICES AND FIRE DEPARTMENT RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1.	<b>911 COMMUNICATION RECORDS</b> Printouts of 911 calls received and computer-aided dispatch (CAD) reports. Reports may list time and date of call, contents of call, location of call, name of unit dispatched and other related information.	Destroy in office after 3 years, if not made part of a case file.*	Comply with applicable provisions of GS §132-1.4 (i), and GS §132-1.5.
2.	<b>911 FILE</b> Information regarding the implementation, training, and operations of the 911 system.	Destroy in office after 5 years.	
3.	<b>911 RECORDINGS</b> Tapes, digital recordings, and text messages generated by 911 calls	Destroy in office after 30 days, if not made part of a case file.*	Comply with applicable provisions of GS §132-1.4(i).
4.	<b>ACCIDENT FILE</b> Records concerning personnel and municipally owned property damage.	Destroy in office 3 years after resolution.*	
5.	<b>ACTIVITY REPORTS</b> Reports on an individual, shift, project and other basis submitted on a daily, weekly, or other basis.	Destroy in office after 3 years.	

ITEM #	STANDARD-6: EMERGENCY SERVICES AND FIRE DEPARTMENT RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
13.	<b>CONSOLIDATED MONTHLY REPORTS</b>	Destroy in office after 5 years.	
14.	<b>DAILY LOG</b> Log, journal, blotter or similar record showing activities of a fire department or emergency services.	Destroy in office after 1 year.	
15.	<b>DISASTER AND EMERGENCY MANAGEMENT PLANS</b> Records concerning preparedness, evacuations, and operations in the event of a disaster (natural, accidental, or malicious). Includes but not limited to official copy of comprehensive plan and all background surveys, studies, reports, and draft versions of plans.  See also <b>COMPREHENSIVE PLAN</b> item 19, page 4.	a) If an element of the Comprehensive Plan, destroy in office when administrative value ends.† Agency Policy: Destroy in office after _____ b) If not an element of the Comprehensive Plan, destroy in office when superseded or obsolete. c) Destroy in office background surveys, studies, reports, and drafts 3 years after adoption of plan or when superseded or obsolete, whichever comes first.	Comply with applicable provisions of G.S. §132-1.7 regarding the confidentiality of security records.
16.	<b>DISPATCH FILE</b> Records relating to fire dispatch zones. May include maps of fire dispatch zones, census tract information, annexation research, street closings, and other related material.	Destroy in office when superseded or obsolete.	
17.	<b>DISPATCH RECORDINGS</b> Recordings made of activities during an emergency services dispatch.	Destroy in office after 30 days, if not made part of a case file.*	Comply with applicable provisions of GS §132-1.4(i), and GS§132-1.5.
18.	<b>EMERGENCY NOTIFICATIONS</b> Records of emergency notifications. Includes automatic identification information, such as the name, address, and telephone numbers of telephone subscribers, or the e-mail addresses of subscribers to an electronic emergency notification or reverse 911 system.	Destroy in office when superseded or obsolete.	Comply with applicable provisions of GS §132-1.4 (i), and GS §132-1.5.

ITEM #	STANDARD-9: LAW ENFORCEMENT RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
134.	<p><b>WORK RELEASE EARNINGS REPORTS</b> Inmates' work release earnings reports submitted either to the N.C. Department of Corrections or the Clerk of Superior Court.</p>	Destroy in office after 3 years.*	G.S. §148-32.1
135.	<p><b>WRECKER SERVICE RECORDS</b> Records concerning wrecker requests or calls. May include lists of wrecker company's towing and storage rates, rotation lists, notification records when vehicles are towed from private property, and other related records.</p>	<p>a) Destroy in office after 1 year if not made part of a case file.</p> <p>b) If record is made part of a case file follow disposition instructions for <b>CASE HISTORY FILE: FELONIES</b> item 17, page 64; or <b>CASE HISTORY FILE: MISDEMEANORS</b> item 18, page 64.</p>	
136.	<p><b>LAW ENFORCEMENT AUDIO AND VIDEO RECORDINGS</b> Tapes and digital recordings generated by mobile and fixed audio and video recording devices.</p> <p>Does not include <b>ELECTRONIC/VIDEO RECORDINGS OF INTERROGATIONS (HOMICIDE)</b> item 44, page 71.</p> <p>See also <b>MOBILE UNIT VIDEO TAPES</b> item 81, page 80.</p>	<p>a) Destroy in office after 30 days if not made part of a case file.*</p> <p>b) If records are made part of a case file follow disposition instructions for <b>CASE HISTORY FILE: FELONIES</b> item 17, page 64; or <b>CASE HISTORY FILE: MISDEMEANORS</b> item 18, page 64.</p>	Comply with applicable provisions of G.S. § 132-1.4A



**Municipal  
Records Retention Schedule Amendment**

Amending the Municipal Records Retention and Disposition Schedule published September 10, 2012.

**STANDARD 9. LAW ENFORCEMENT RECORDS**

~~Adding Item 136, Law Enforcement Audio and Video Recordings, as shown on substitute page 90.~~

Superseded  
October 1, 2016


**STANDARD 12. PERSONNEL RECORDS**

Amending Item 19, Employee Eligibility Records, as shown on substitute page 105.

**APPROVAL RECOMMENDED**

\_\_\_\_\_  
City/Town Clerk

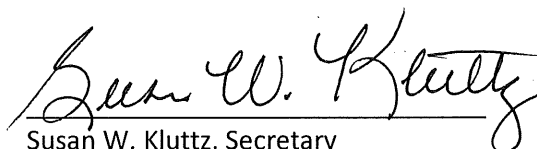
\_\_\_\_\_  
Chief Administrative Officer/  
City Manager



\_\_\_\_\_  
Sarah E. Koonts, Director  
Division of Archives and Records

**APPROVED**

\_\_\_\_\_  
Mayor



\_\_\_\_\_  
Susan W. Kluttz, Secretary  
Department of Cultural Resources

January 5, 2015

ITEM #	STANDARD-12. PERSONNEL RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
18.	<p><b>EMPLOYEE EDUCATIONAL ASSISTANCE PROGRAM RECORDS</b> Includes records requesting tuition assistance, repayments, and other related records.</p> <p>See also <b>PERSONNEL RECORDS (OFFICIAL COPY)</b> item 47, page 112.</p>	Destroy in office 3 years after completion, denial, repayment, or removal from program.*	
19.	<p><b>EMPLOYEE ELIGIBILITY RECORDS</b> Includes the United States Immigration and Naturalization Services, Employment Eligibility Verification (I-9) forms.</p>	Mandatory retention throughout the duration of an individual's employment. After separation, destroy records in office 3 years from date of hire or 1 year from separation, whichever occurs later.	8 USC 1324a(b)(3)
20.	<p><b>EMPLOYEE EXIT INTERVIEW RECORDS</b></p> <p>See also <b>PERSONNEL RECORDS (OFFICIAL COPY)</b> item 47, page 112.</p>	Destroy in office after 1 year.	
21.	<p><b>EMPLOYEE HEALTH CERTIFICATES</b> Includes health or physical examination reports, or certificates created in accordance with Title VII and the Americans with Disabilities Act (ADA).</p>	<p>a) Transfer records as applicable to <b>PERSONNEL RECORDS (OFFICIAL COPY)</b> item 47, page 112.</p> <p>b) Destroy in office all other records 2 years after resolution of all actions.</p>	

**Municipal  
Records Retention Schedule Amendment**

Amending the Municipal Records Retention and Disposition Schedule published September 10, 2012.

**STANDARD 4. BUDGET, FISCAL AND PAYROLL RECORDS**

Amending item 32 Escheat and Unclaimed Property File as shown on substitute page 29.

**STANDARD 12. PERSONNEL RECORDS**

Adding item 1-A Accreditation Records as shown on substitute page 101.

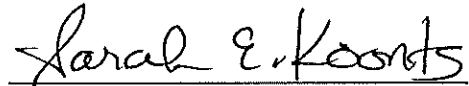
~~Amending item 19 Employee Eligibility Records as shown on substitute page 105.~~ **Superseded January 5, 2015**

Amending items 36 Family Medical Leave Act (FMLA) Records, 42 Leave File, and 43 Leave Without Pay File as shown on substitute pages 110-111.

**APPROVAL RECOMMENDED**

\_\_\_\_\_  
City/Town Clerk

\_\_\_\_\_  
Chief Administrative Officer/  
City Manager



Sarah E. Koonts, Director  
Division of Archives and Records

**APPROVED**

\_\_\_\_\_  
Mayor



Susan W. Kluttz, Secretary  
Department of Cultural Resources

August 29, 2013

\_\_\_\_\_  
Municipality

ITEM #	STANDARD-4: BUDGET, FISCAL AND PAYROLL RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
27.	DAILY DETAIL REPORTS	Destroy in office after 1 year.*	
28.	DEPOSITS	a) Destroy in office official/audit copies after 3 years.* b) Destroy in office remaining records after 1 year.	G.S. § 159-32
29.	DETAIL REPORT FILE (FINANCIAL RECORDS FOR GENERAL FUND OR GENERAL LEDGER)	a) Destroy in office annual reports after 3 years.* b) Destroy in office all other reports after 1 year.	
30.	DIRECT DEPOSIT APPLICATIONS/AUTHORIZATIONS Includes related records such as bank account numbers and routing numbers.	Destroy in office when superseded or obsolete.	Comply with applicable confidentiality provisions of G.S. §132-1.10(b)(5) regarding personal identifying information.
31.	DISTRICT INVESTMENT RECORDS	Destroy in office after 3 years.*	
32.	ESCHEAT AND UNCLAIMED PROPERTY FILE	a) Destroy in office after 10 years if report was filed prior to July 16, 2012.* b) Destroy in office after 5 years if report was filed after July 16, 2012.*	Comply with applicable provisions of G.S. §116B-60 and §116B-73.
33.	EXPENDITURE REPORTS	Destroy in office after 3 years.*	
34.	FACILITY SERVICE AND MAINTENANCE AGREEMENTS  See also GRANTS: FINANCIAL item 36, page 30.	a) Destroy in office depreciation schedules 3 years after asset is fully depreciated or disposed. b) Destroy in office remaining records after 3 years.*	

ITEM #	STANDARD-12. PERSONNEL RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1.	<b>ABOLISHED POSITION FILE</b>	Destroy in office when administrative value ends.† Agency Policy: Destroy in office after _____	
1-A.	<b>ACCREDITATION RECORDS</b> Records concerning compliance with those standards outlined by professional accreditation programs.	Destroy in office 1 year after accreditation is obtained, renewed, or no longer valid.*	
2.	<b>ADDRESS FILE</b>	Destroy in office when superseded or obsolete.	
3.	<b>ADS AND NOTICES OF OVERTIME, PROMOTION, AND TRAINING OPPORTUNITIES</b>	Destroy in office 1 year from date record was made.	29 CFR 1627.3
4.	<b>AFFIRMATIVE ACTION FILE</b>	a) Destroy in office all reports, analyses, and statistical data after 5 years.  b) Destroy in office affirmative action plans 5 years from date superseded.	29 CFR 30.8(b)(e) 29 CFR 1608.4
5.	<b>APPRENTICESHIP PROGRAM RECORDS</b>	Destroy in office 5 years from the date of enrollment.	29 CFR 30.8(e)
6.	<b>APTITUDE AND SKILLS TESTING RECORDS</b> Records concerning aptitude and skills tests required of job applicants or of current employees to qualify for promotion or transfer. May include civil service examinations.  See also <b>EMPLOYMENT SELECTION RECORDS</b> item 32, page 109.	a) Destroy in office applicant and employee test papers 2 years from date record was created.  b) Destroy in office validation studies and copies of tests 2 years after no longer in use.  c) Destroy in office records relating to the planning and administration of tests in office after 2 years.	29 CFR 1602.31 29 CFR 1602.40 29 CFR 1602.49

ITEM #	STANDARD-12. PERSONNEL RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
35.	<b>EQUAL PAY RECORDS</b> Includes reports, studies, aggregated or summarized data, and similar documentation compiled to comply with the Equal Pay Act.	Destroy in office after 2 years.	29 CFR 1620.32
36.	<b>FAMILY MEDICAL LEAVE ACT (FMLA) RECORDS</b> Records concerning leave taken, premium payments, employer notice, medical examinations considered in connection with personnel action, disputes with employees over FMLA and other related records.	Item discontinued. See <b>LEAVE FILE</b> , item 42, page 111.	
37.	<b>FRINGE BENEFITS FILE</b>	Destroy in office when administrative value ends.† Agency Policy: Destroy in office after _____	
38.	<b>GRIEVANCE FILE</b> Includes initial complaint, investigations, actions, summary, and disposition. May include disciplinary correspondence, including email.  See also <b>DISCIPLINARY FILE</b> item 11, page 102 and <b>PERSONNEL RECORDS (OFFICIAL COPY)</b> item 47, page 112.	Destroy in office after 2 years.	
39.	<b>HEALTH INSURANCE FILE</b> Completed claim forms and other records concerning employees covered by health plans.	Destroy in office after 2 years.*	
40.	<b>INCREMENTS FILE</b>	Destroy in office when released from all audits.	
41.	<b>INTERNSHIP PROGRAM FILE</b> Records concerning interns and students.	Destroy in office after 3 years.	

ITEM #	STANDARD-12. PERSONNEL RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
42.	<p><b>LEAVE FILE</b> Records concerning employee leave, including requests for and approval of sick, vacation, overtime, buy-back, shared, donated, military, etc. Includes premium payments, employer notice, medical examinations considered in connection with personnel action, disputes with employees over the Family Medical Leave Act (FMLA), and other related records.</p>	Destroy in office 3 years after return of employee or termination of employment.*	29 CFR 825.110(b)(2)(i) 29 CFR 825.500(b)
43.	<b>LEAVE WITHOUT PAY FILE</b>	Item discontinued. See <b>LEAVE FILE</b> , item 42, page 111.	
44.	<b>LONGEVITY PAY REQUESTS</b>	Destroy in office when released from all audits.	
45.	<b>MERIT AND SENIORITY SYSTEM RECORDS</b>	<p>a) Destroy in office employee-specific records after 3 years.</p> <p>b) Destroy in office system and plan records 1 year after no longer in effect.</p>	29 CFR 1627.3
46.	<p><b>PERSONNEL ACTION NOTICES</b> Records used to create or change information in the personnel records of individual employees concerning such issues as hiring, termination, transfer, pay grade, position or job title, name change and leave.</p>	<p>a) Transfer records as applicable to <b>PERSONNEL RECORDS (OFFICIAL COPY)</b> item 47, page 112.</p> <p>b) Destroy in office all remaining records 2 years from date record was created, received, or the personnel action involved.</p>	

RESOLUTION NO. (2017) 2337

**A RESOLUTION TO ADOPT AMENDMENTS TO THE NORTH CAROLINA MUNICIPAL RECORDS AND DISPOSITION SCHEDULE**

WHEREAS, the North Carolina Municipal Records Retention and Disposition Schedule was adopted by the North Carolina Department of Cultural Resources on October 16, 2012; and

WHEREAS, amendments were made to the Municipal Records Retention and Disposition Schedule on August 29, 2013, January 5, 2015, and October 1, 2016.

BE IT RESOLVED by the Town Council of the Town of Garner, hereby adopts the foregoing amendments.

BE IT FURTHER RESOLVED this schedule to remain in effect from the date of approval until it is reviewed and updated.

Adopted this the 6<sup>th</sup> day of November, 2017.

---

Ronnie S. Williams, Mayor

ATTEST:

---

Stella L. Gibson, Town Clerk



Town of Garner  
Town Council Meeting  
Agenda Form

Meeting Date: November 6, 2017			
Subject: Recognition of Disposable Property			
Location on Agenda: Consent			
Department: Police			
Contact: Brandon Zuidema, Police Chief			
Presenter: Brandon Zuidema, Police Chief			
Brief Summary:  Recognize service weapon and badge of Senior Officer Christina Pappas as disposable property, so that they can be awarded to her in recognition of her retirement from the Town after over 20 years of service.  **No presentation**			
Recommended Motion and/or Requested Action: Adopt Resolution (2017) 2336			
Detailed Notes:			
Funding Source:			
Cost:	One Time:	Annual:	No Cost: <input checked="" type="radio"/>
Manager's Comments and Recommendations: Congratulations for 20 years of dedicated service.			
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) 2336  
RESOLUTION AUTHORIZING DISPOSITION OF PERSONAL PROPERTY

WHEREAS, Senior Officer Christina Pappas will retire from the Garner Police Department on October 31, 2017 following over twenty years of service to the Town of Garner; and

WHEREAS, pursuant to N.C.G.S. 20-187.2, a governing board of a unit of government may award a retiring member of the law-enforcement agency their badge and service side arm at no cost to the retiring employees;

WHEREAS, pursuant to G.S. 160A-266 municipalities are authorized to dispose of personal property;

THEREFORE, BE IT RESOLVED that SigSauer P226 service sidearm, Serial # UU745941 and the badge carried by Senior Officer Christina Pappas be deemed as disposable property and awarded to her, at no cost, on the occasion of her retirement; and

THEREFORE, BE IT FURTHER RESOLVED that Senior Officer Christina Pappas will be responsible for obtaining the necessary permits as required by law to possess and carry such a side arm further described as a SigSauer P226, Serial # UU745941.

Duly adopted this 6<sup>nd</sup> day of November 2017.

---

Ronnie S. Williams, Mayor

ATTEST:

---

Stella Gibson, Town Clerk

Town of Garner  
Town Council Meeting  
Agenda Form

Meeting Date: November 6, 2017		
Subject: Ordinance Amending FY2017/2018 Operating Budget		
Location on Agenda: Consent		
Department: Finance		
Contact: Pam Wortham, Finance Director		
Presenter: Pam Wortham, Finance Director		
Brief Summary:  Ordinance to appropriate funds for copier charges incurred in FY2016/2017 which were not billed until this fiscal year.		
Recommended Motion and/or Requested Action: Adopt Ordinance (2017) 3886		
Detailed Notes:		
Funding Source: Fund Balance appropriation		
Cost: \$20,000	One Time: <input checked="" type="radio"/>	Annual: <input type="radio"/> No Cost: <input 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:		

---

## FINANCE DEPARTMENT MEMORANDUM

---

**TO:** RODNEY DICKERSON, TOWN MANAGER  
**FROM:** PAM WORTHAM, FINANCE DIRECTOR  
**SUBJECT:** BUDGET AMENDMENT REQUEST  
**DATE:** OCTOBER 26, 2017

---

### **GENERAL FUND**

The Town has a contract with COECO office systems for all printing/coping needs. A base number of copies are included with the equipment rental contract and any overages are billed per copy to the various departments based on actual copy count on each department's printer/copier. When Town Hall moved to 914 during the construction, the automatic transmission of actual copy counts did not forward to COECO billing. The error was discovered by COECO when we moved to the new facilities. Since these additional charges were incurred in the previous fiscal year and all budgeted funds for these charges rolled into fund balance at year end, we are requesting an appropriation from fund balance of \$20,000 (\$16,000 for the prior year and \$4,000 for the current year projected costs) for the additional copy charges.

ORDINANCE NO. (2017) 3886

ORDINANCE AMENDING ORDINANCE NO. (2017) 3862  
WHICH ESTABLISHED THE 2017 – 2018 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>Revenues</b>				
10309000-496900	Appropriated Fund Balance	\$1,493,101	1,513,101	-\$20,000
<b>Expenditures</b>				
10421000-522100	Contractual	\$3,892	\$23,892	+\$20,000

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 6<sup>th</sup> day of November, 2017.

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

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

Town of Garner  
Town Council Meeting  
Agenda Form

Meeting Date: November 6, 2017		
Subject: Wake County Subrecipient Agreement for CDBG Funding		
Location on Agenda: Consent		
Department: Town Manager's Office		
Contact: John Hodges, Assistant Town Manager - Development Services		
Presenter: John Hodges, Assistant Town Manager - Development Services		
Brief Summary:  Wake County has awarded CDBG funding in the amount of \$212,000 for the Recreation Center project and associated streetscape improvements.		
Recommended Motion and/or Requested Action: Authorize the Town Manager to execute the contract.		
Detailed Notes:		
Funding Source:		
Cost:	One Time: <input type="radio"/>	Annual: <input type="radio"/> No Cost: <input checked="" type="radio"/>
Manager's Comments and Recommendations:		
Attachments Yes: <input checked="" type="radio"/> No: <input type="radio"/>		
Agenda Form Reviewed by:	Initials:	Comments:
Department Head:	JMH	
Finance Director:		
Town Attorney:		
Town Manager:	RD	
Town Clerk:		

**SUBRECIPIENT AGREEMENT**  
**WAKE COUNTY, NORTH CAROLINA**

This Subrecipient agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_ is entered into by and between the Town of Garner a body corporate and politic located in the State of North Carolina, hereinafter referred to as the "Subrecipient", and the County of Wake, a body corporate and politic located in the State of North Carolina, hereinafter referred to as the "County." This agreement will not become effective until all conditions placed upon the County's funding are satisfied.

WHEREAS, the County has received a Community Development Block Grant (CDBG) from the U.S. Department of Housing and Urban Development (HUD) to be used principally to benefit low- and moderate-income persons by financing concentrated community revitalization projects, scattered housing rehabilitation projects, affordable housing development incentives, and community economic development incentives; and,

WHEREAS, the County has set aside up to \$212,000 of FY 2017 CDBG funds to purchase Streetscape amenities along with furnishings and equipment for programming spaces at the new Garner Recreational Center located at 215 West Main St., Garner, NC;

NOW, THEREFORE, the purpose of this Subrecipient agreement is to memorialize the terms and conditions of acceptance of assistance given by the County to the Sub-recipient.

**I. RESPONSIBILITIES OF THE SUBRECIPIENT**

**A. Statement of Work.**

The Subrecipient shall endeavor to pursue completion of the project by June 30, 2018. - The Subrecipient shall inform the County immediately should any changes occur in the project purchases or schedule including but not limited to, price, design, permitting, purchases, delivery and installation of the amenities and equipment. The total cost of the amenities and equipment is estimated at \$212,000. The total cost of the Garner Recreations Center is estimated at \$8,855,944. The 20% Subrecipient contribution required for match for the CDBG funds is reflected in the total cost. See Exhibit C. All costs for the amenities and equipment that exceed the original budget amount of \$212,000 shall require an amendment to the original agreement. The Subrecipient assumes responsibility for all ongoing maintenance costs associated with project.

**B. Services to be provided**

Public Services and Public Facilities as listed in Exhibit B

**C. Duration/Schedule**

The Subrecipient agrees to commence work promptly after receipt of a fully executed original of this Agreement. The funds provided by the County shall be drawn down by June 30, 2018. This agreement shall be in effect to the date of completion estimated to be June 30, 2018. Time is of the essence with respect to all dates specified in the Contract Documents as Completion Dates.

The Subrecipient agrees to create a timeline for any town required action. If timelines are not met, and an amended timeline has not been agreed upon by the County, consequences could potentially include cancellation of the project. Cancellation of a project would require forfeiture of any municipal matching funds already expended, and the potential reimbursement to the County of any federal funds expended.

**D. Project Completion**

The Subrecipient will provide a copy of the Certificate of Occupancy and a Cost Certification or a summary of the Budget (to include all funding sources) and expenses when the project is complete. If a Cost Certification is not available, the Subrecipient will provide a complete breakdown of the total budget and all expense relating to the project.

## II. RECORDS AND REPORTS

- A. The Subrecipient shall keep all records necessary for the County to meet its federal program and reporting requirements described in Section IV. E.

Subrecipient will keep and maintain or will cause to be maintained at the Subrecipient's expense and in accordance with generally accepted accounting principles, proper and accurate books, records and accounts in connection with any services, materials, provided in connection with the Project. Subrecipient will provide in a timely fashion and upon reasonable advance notice, such financial information in such form as the County may reasonably request to demonstrate compliance by the Subrecipient with any low-income housing restrictions or to facilitate any periodic reporting that the County may be required to make as a part of the program of which these funds are involved.

The Subrecipient shall allow the County to inspect all records pertaining to the Project at reasonable times during regular business hours. The Subrecipient also agrees that it will supply such financial records, information and verifications that may be requested by the County.

- B. Uniform Administrative Requirements/Other Program Requirements or Special Conditions. See Exhibit A. Davis Bacon regulations do not apply to CDBG funds used solely for the purchase of equipment for public facilities, nor to CDBG funds expended on Public Service activities.
- C. Affordability.  
Wake County will document the project benefits low-income families. Documentation shall be kept on record for three years past the date of the grant.

- D. Requests for Disbursements.  
As compensation for the Sub-recipient's services, the County agrees to pay the Subrecipient the sum of \$212,000 payable on a reimbursement basis for amenities and equipment for the new Garner Recreational Center. Total payments under this contract are not to exceed \$212,000.

The Subrecipient shall bill the County for services rendered during the preceding thirty, (30) days. The County shall pay all such bills within the following twenty (20) days provided all elements of this Agreement are satisfactorily met.

- E. Reversion of Assets.  
Upon expiration of this agreement, the Subrecipient must transfer to the County any unexpended County funds on hand and any accounts receivable attributable to the use of County funds.
- F. Supplementary General Conditions CDBG Compliance Requirements. See Exhibit D.
- G. Conditions for Religious Organizations.  
Where applicable, the conditions prescribed by HUD for the use of CDBG funds by religious organizations shall be followed according to 24 CFR 570.200(j)

## III. INSURANCE

- A. Sub-recipient's Insurance

The Subrecipient shall obtain, at his 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 Risk Manager. Workers' Compensation Insurance, with limits for Coverage A Statutory-State of North Carolina and Coverage B Employers Liability \$500,000 each accident.

Commercial General Liability - Combined single limits of no less than \$1,000,000 each occurrence and \$2,000,000 aggregate. This insurance shall include Comprehensive Broad Form Coverage including contractual liability.



### Workers Compensation

All insurance companies must be licensed in North Carolina and be acceptable to the County's Risk Manager. Insurance Policies, except Workers' Compensation, shall be endorsed (1) to show Wake County as additional insured, as their interests may appear and (2) to amend cancellation notice to 30 days, pursuant to North Carolina law. Certificates of insurance shall be signed by a licensed North Carolina agent and be amended to show "thirty (30) days' notice of change or cancellation will be given to the Wake County Risk Manager by certified mail."

Copies or originals of correspondence, certificates, endorsements or other items pertaining to insurance shall be sent to:

Wake County Risk Manager  
P. O. Box 550,  
2<sup>nd</sup> Floor Justice Center  
Raleigh, NC 27602

If the Subrecipient does not meet the insurance requirements of the specifications, alternate insurance coverage satisfactory to Wake County may be considered. Nothing in this section is intended to affect or abrogate the County's sovereign immunity defenses.

#### B. Indemnification

The Subrecipient agrees to defend, indemnify, and hold harmless Wake County from all loss, liability, claims or expense (including reasonable attorney's fees) arising from bodily injury, including death, to any person or persons or property damage caused in whole or in part by the negligence or misconduct of the Subrecipient or his/her subcontractors, agents and employees, except to the extent same are caused by the negligence or willful misconduct of Wake County. It is the intent of this section to require the Subrecipient to indemnify Wake County to the extent permitted under North Carolina law. Nothing in this section is intended to affect or abrogate the County's sovereign immunity defenses.

### **IV. RESPONSIBILITIES OF THE COUNTY**

- A. The County shall monitor the Subrecipient to ensure that it is completing the activities in a timely manner and in accordance with applicable Federal regulations.
- B. The County shall provide timely information and technical assistance necessary to assist the Subrecipient.
- C. The County shall provide up to \$169,600 in CDBG funds when the Subrecipient presents appropriately documented requests for funds.
- D. The County shall document activities undertaken with the funds, the location of those activities, amount of CDBG funds budgeted and expended, and provisions under Subpart C under which it is eligible (24 CFR 570.204(a) and 570.207(b)(3)(iii)).
- E. The County shall document how the activities undertaken with its CDBG funds benefit low and moderate, income persons:
  - 1) Show the total cost of the activity, including both CDBG and non-CDBG funds;
  - 2) Comply with 24 CFR 570.505 regarding any change of use of real property acquired or improved with CDBG assistance.
  - 3) Prepare fair housing and equal opportunity records containing:
    - o Documentation of actions undertaken to meet the requirements of 24 CFR 570.607(b) which implements Section 3 of the Housing Development Act of 1968, as amended (12 U.S.C. 1701U) relative to the hiring and training of low and moderate income persons and the use of local businesses.
    - o Data indicating the racial/ethnic character of each business entity receiving a contract or subcontract of \$25,000 or more paid, with CDBG funds, data indicating which of those entities are minority or women's businesses, the amount of the contract, and documentation of the Sub-recipient's affirmative steps to assure that minority business and women's

business enterprises have an equal opportunity to obtain or compete for contracts and subcontracts as sources of supplies, equipment, services and construction.

- 
- 4) Demonstrate that activities meet National Objectives: low and moderate income benefits (24 CFR 570.208(a)(1) or(4)) (24 CFR 570.506 (b)(5)).

**V. LOAN TERMS**

The CDBG funds will be provided to the Subrecipient as a grant providing the funds benefit low income citizens.

The services of the Subrecipient shall begin on October 1, 2017, and unless sooner terminated by mutual consent or as hereinafter provided, shall be provided until June 30, 2018.

**VI. CANCELLATION**

This Agreement may be canceled by Provider upon thirty (30) days' written notice to the County, and the County may terminate this agreement upon thirty (30) days' written notice to Provider. This Agreement is subject to the availability of funds to purchase the specified services and may be terminated at any time if such funds become unavailable.

**VII. PROGRAM INCOME**

Program income is defined as the gross income received by the County or the Subrecipient directly generated by the use of CDBG funds. It is not anticipated that this project will generate any program income. However, should any income be generated, it shall be recorded by the Subrecipient and reported to the County (24 CFR 570.504 (a)). Any program income shall be disbursed before any additional CDBG funds are withdrawn from the U.S. Treasury for the same purposes that generated the program income to begin with (24 CFR 570.500 (a)(1)(v) 04(c)).

Any program income generated shall be returned to the County and be used to support CDBG-eligible activities.

**VIII. AUDIT**

Each party agrees that any duly authorized representative of the County, the U.S. Department of HUD, the Comptroller General of the United States, and the County shall, at all reasonable times, have access to and the right to inspect, copy, audit, and examine all of the books, records, and other documents relating to the grant and the fulfillment of this agreement for a period of three years following the completion of all closeout procedures respecting the CDBG funds, and the final settlement and conclusion of all issues arising out of this project.

Notwithstanding anything herein to the contrary, the parties hereto acknowledge the due execution of this Agreement between the Subrecipient and the County and agree that any conflict between the provisions, requirements, duties or obligations shall be in favor of this agreement.

**IX. RELATIONSHIP OF PARTIES**

The Subrecipient is an independent contractor of the County. Provider represents that it has or will secure, at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this Agreement shall be fully qualified and shall be authorized or permitted under state and local law to perform such services. It is further agreed that the Provider will obey all State and Federal statutes, rules and regulations that are applicable to provisions of the services called herein. Neither Provider nor any employee of the Provider shall be deemed an officer, employee or agent of the County.

**X. NON-ASSIGNMENT**

The Subrecipient shall not assign any of its rights or obligations hereunder, including rights to payments, to any other party without the prior written consent of the County.

**XI. NON-APPROPRIATION**

The Provider recognizes that Wake County is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are not available and not appropriated to purchase the services specified in this Agreement, then this Agreement shall automatically expire without penalty to Wake County and without the thirty (30) day notice requirement set forth in Section VI.

In the event of a legal change in Wake County's statutory authority, mandate, and mandated functions which adversely affects Wake County's authority to continue its obligations under this Agreement, then this Agreement shall automatically expire without penalty to Wake County and without the thirty (30) day notice requirement set forth in Section VI.

**XII. ENTIRE AGREEMENT**

The Subrecipient and the County agree that this document constitutes the entire agreement between the two parties and may only be modified by a written mutual agreement signed by the parties.

**XIII. GOVERNING LAW**

Both parties agree that the laws of the State of North Carolina shall govern this Agreement.

**XIV. NO WAIVER OF SOVEREIGN IMMUNITY**

Wake County and the Provider agree that nothing in this Agreement shall be construed to mandate purchase of insurance by Wake County pursuant to N.C.G.S. 153A-435; 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 Wake County's defense of sovereign or governmental immunity from any cause of action alleged or brought against Wake County for any reason if otherwise available as a matter of law.

**XV. E-VERIFY REQUIREMENTS**

To ensure compliance with the E-Verify requirements of the General Statutes of North Carolina, all contractors, including any subcontractors employed by the contract(s), by submitting a bid, proposal or any other response, or by providing any material, equipment, supplies, services, etc, attest and affirm that they are aware and in full compliance with Article 2 of Chapter 64, (NCGS 64-26(a)) relating to the E-Verify requirements.

**XVI. IRAN DIVESTMENT**

By signing this agreement, Provider certifies that as of the date of execution of this Agreement 1) it does not appear on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. Chapter 147 Article 6E (G.S. 147-86.55 to G.S. 147-86.63) and published on the State Treasurer's website at [www.nctreasurer.com/iran](http://www.nctreasurer.com/iran) and 2) it will not utilize any subcontractor that appears on the Final Divestment List in the performance of duties under this Agreement.

**SUBRECIPIENT: TOWN OF GARNER**

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

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

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

Mailing Address:  
900 7<sup>th</sup> Ave.  
Garner, NC 27529

Federal Tax ID#: \_\_\_\_\_

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

\_\_\_\_\_  
Clerk

---

**WAKE COUNTY, NORTH CAROLINA**

By: \_\_\_\_\_  
Wake County Manager or Designee

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

\_\_\_\_\_  
Alicia Arnold  
Housing Division Manager

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

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

\_\_\_\_\_  
FINANCE DIRECTOR

The person responsible for monitoring the contract performance requirements is

Kate Mcpherson \_\_\_\_\_

\_\_\_\_\_ Department Head Initials

## EXHIBIT A

### OTHER PROGRAM REQUIREMENTS

The Contractor, Engineer or Subrecipient must also follow the requirements list below in completing its activities.

1. Section 109 of the Act--24 CFR 570.602;

This section requires that no person in the United States shall on the ground of race, color, national origin, age, or handicapped status be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with community development funds make available pursuant to the Act.

2. Labor Standards--24 CFR 570.603;

Section 110 of the Act requires that all laborers and mechanics employed by contractors or subcontractors on construction work financed in whole or in part with assistance received under the Act shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended.

3. Environmental Review--24 CFR 570.604;

The Environmental Review (1996) for the has been completed and is on file in the Wake County Human Services Department, 300 S. Salisbury St., 4th Floor, Raleigh, NC.

4. Employment and Contracting opportunities--24 CFR 570.607;

The Subrecipient shall comply with Executive Order 11246, as amend by Executive Order 12086, and regulations issued pursuant thereto which provide that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of Federal or federally assisted construction contracts. Contractors and subcontractors shall take affirmative action to ensure fair treatment in employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation and selection for training and apprenticeship. Section 3 of the Housing and Urban Development Act of 1968 requires, to the greatest extent feasible opportunities for training and employment by given to low and moderate income persons residing within Wake County. The Act also states that contracts for work in connection with federally-funded projects be awarded to eligible businesses which are located in, or owned in substantial part by persons residing in the County.

5. Uniform Administrative Requirements and Cost Principles--24 CFR 570.610;

The Subrecipient shall comply with the policies, guidelines and requirements of sections 1-20 of 24 CFR Part 85 and OMB Circulars A-87 and A-128 as implemented in 24 CFR Part 44. The OMB Circulars describe federal rules that must be followed when CDBG funded activities are carried out.

6. Conflict of Interest--24 CFR 570.611;

No employee, officer, or agent of the grantee or sub-grantee shall participate in selection, or in award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when an employee, officer, agent, member of his/her immediate family, partner, or organization which employs or is about to employ, any of the above, has a financial or other interest in the firm selected for the award.

7. Executive Order 12372--Intergovernmental Review of Federal Programs--24 CFR 570.612.

The Executive Order 12372 applies only where the use of loan funds will involve the planning and construction of water or sewer facilities. If such facilities will be planned and constructed with County funds, the Subrecipient must initiate the Executive Order review process.

8. Conditions for Religious Organizations (not applicable).

9. Clause for Suspension and Termination.

This agreement may be suspended or terminated if the Subrecipient materially fails to comply with any term of the award (24 CFR 85.43). This agreement may also be terminate for convenience of either party (24 CFR 85.44).

10. Reversion of Assets.

Any unexpended CDBG funds shall be paid back to the County should the Subrecipient default on the agreement. The funds shall be used for an eligible use as defined by Federal guidelines, regulations and statutes at that time.

11. Federal Provisions

Reporting Requirements:

In accordance with 24 CFR 85.36(i)(7), the County and Contractor will comply with all requirements and regulations pertaining to reporting, specifically those parts listed under 24 CFR 85.40 and 24 CFR 85.41.

Patent Rights:

In accordance with 24 CFR 85.36(i)(8), the County and Contractor will comply with all requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is invented in the course of or under such contract.

Copyrights:

The United States Department of Housing and Urban Development reserves a royalty free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and, to authorize others to use, - for Federal Government purposes: (a) the copyright in any work developed under a grant, sub-grant, or contract under a grant or sub-grant; and (b) any rights of copyright to which a grantee, sub-grantee or a contractor purchases ownership with grant support.

Record Retention and Access to Pertinent Information:

In accordance with 24 CFR 85.36(i)(11), the County shall retain all pertinent books, documents, papers and records pertaining to this contract in accordance with 24 CFR 85.42 for a period of three years after the date of final payment and all other pending matter are closed. All accounts and records shall be maintained, including personal property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary to assure proper accounting for all project funds, both Federal and non-Federal shares.

In accordance with 24 CFR 85.36(i)(10), the Contractor, and his subcontractor, if any, shall retain all pertinent books, documents, papers and records involving transactions relating to this contract for three years from the date of final payment under this contract.

The Contractor shall make such records available to the County, the Comptroller General of the United States, the U.S. Department of Housing and Urban Development, or their duly authorized representatives, for the purpose of making audit, examination, excerpts and transcriptions.

The periods of access and examination described above, for records, which related to litigation or the settlement of claims arising out of the performance of this contract, or costs and expenses of this contract as to which exception has been take by the County, the Comptroller General of the United States, the U.S. Department of Housing and Urban Development, or their duly authorized representatives, shall continue until such litigation, claims, or exceptions have been disposed of.

## EXHIBIT B



### Town Manager's Office Memorandum

TO: Emily Fischbein, AICP  
Wake County Housing and Transportation Planner

FROM: John Hodges, Assistant Town Manager – Development Services  
Town of Garner

DATE: October 11, 2017

SUBJECT: REVISED: Proposed Uses of Garner CDBG Funding

Based on information received in our September 8 2017 phone conversation, I am submitting the following proposed uses for the CDBG funds currently appropriated to Garner in the amount of \$330,000.

Public Facilities	\$32,000.00
<u>Public Services</u>	<u>180,000.00</u>
<b>Total</b>	<b>\$212,000.00</b>

Detailed uses and timelines for each category are provided below.

---

#### Public Facilities

Streetscape Amenities	\$22,000.00
- Benches, bike racks and trash cans for Downtown District	
- <i>These items could be purchased as soon as amended agreement is approved</i>	
Public Art	\$10,000.00
- <i>Could be completed by June 30, 2018</i>	
<b>Total Public Facilities</b>	<b>\$32,000.00</b>

#### Public Services

*These items could be purchased by June 30, 2018.*

Furnishings and Equipment for Programming Spaces	\$130,000.00
- Table, chairs, etc. for programming including after school program and summer camps	
- Equipment for operating programs	
- Amenities for indoor walking track including benches, light fitness equipment	
Sports Equipment for Recreational Programming	\$50,000.00
<b>Total Public Services</b>	<b>\$180,000.00</b>



## EXHIBIT C

### Recreation Center & Stormwater BMP

COSTS	Original Project Estimate	Actual
<b>Construction</b>		
Construction	7,795,356	7,599,065
Contingency	190,438	190,000
Stormwater BMP	276,500	99,913
<b>Total Construction Costs</b>	<b>8,262,294</b>	<b>7,888,978</b>
<b>Administrative/Soft Costs</b>		
Architect Original Fees	583,300	583,300
BMP Design Fee	23,500	23,500
Other Professional Fees	48,000	48,000
Owner Furnishings	150,000	150,000
Bond Issuance cost	41,343	-
Additional Architect Fees	99,750	113,750
Reimbursable Expense Allowance	17,800	15,000
<b>Total Soft Costs</b>	<b>963,693</b>	<b>933,550</b>
<b>Additional Project Costs</b>		
Construction Management - Professional		10,000
Other Additional Costs	-	-
<b>Total Additional Project Costs</b>	<b>-</b>	<b>10,000</b>
<b>Total COSTS</b>	<b>9,225,987</b>	<b>8,822,528</b>
<b>FUNDING</b>		
FUNDING	Original Project Estimate	Actual
<b>Bond Funds</b>		
PRCR Bond Proceeds	3,900,000	3,900,000
PRCR Bond Premium	344,609	303,266
Transfer of Bond Proceeds - GPAC Land Acq.	337,200	337,200
Downtown Bond Proceeds - Stormwater Facilities	300,000	123,413
<b>Total Investment</b>	<b>4,881,809</b>	<b>4,663,879</b>
<b>Town of Garner Funds</b>		
General Fund	65,764	65,764
Lake Benson Reserve	100,000	100,000
Conagra Fund	2,502,611	2,502,611
Park Development Fund	916,226	916,266
<b>Total Town Funds</b>	<b>3,584,601</b>	<b>3,584,641</b>
<b>Other Funding</b>		
Wake County CDBG	330,000	212,000
John Rex Grant	106,000	106,000
PARTF Grant	250,000	217,500
Other	44,877	38,508
<b>Total Other Funding</b>	<b>730,877</b>	<b>574,008</b>
<b>Total FUNDING</b>	<b>9,197,287</b>	<b>8,822,528</b>

**EXHIBIT D**  
**RESERVED FOR**  
**SUPPLEMENTARY GENERAL CONDITIONS CDBG**  
**COMPLIANCE REQUIREMENTS**

**Contract Provisions**

- 1. Conflict of Interest of Members, Officers, or Employees of the Local Governing Body, or other Public Officials Provision**
- 2. Legal Remedies Provision**
- 3. Termination Provision**
- 4. Nondiscrimination Clause, Section 109**
- 5. Age Discrimination Clause**
- 6. Section 504- Disability Discrimination Clause**
- 7. Executive Order 11246 Clause**
- 8. Section 3 Clause**
- 9. Copeland "Anti-Kickback" Act Provision**
- 10. Davis-Bacon Act Provision**
- 11. Contract Work Hours and Safety Standards Act Provision**
- 12. Access to Records and Record Retainage Clause**
- 13. Clean Water, Clean Air, E.O. 11738 and EPA Regulations Provision**
- 14. Lead-Based Paint Clause**
- 15. Lobbying Clause**
- 16. Rights to Inventions Clause**
- 17. Debarment and Suspension**
- 18. Certification of Eligibility**

**Attachments**

- 1. Equal Employment Opportunity Certification-Contractor**
- 2. Equal Employment Opportunity Certification-Subcontractor**
- 3. Section 3 Certification-Contractor**
- 4. Section 3 Certification-Subcontractor**
- 5. Section 3 Affirmative Action Plan**
- 6. Federal Labor Standards Provisions-HUD Form 4010**
- 7. Wage Decision(s)**
- 8. Labor Standards Certification-Contractor**
- 9. Labor Standards Certification-Subcontractor**
- 10. Payroll Supervisor Certification**
- 11. Anti-Lobbying Certification**

08/23/2016

## CDBG CONTRACT PROVISIONS

### **1. Conflict of Interest (2 CFR Part §200.318 General procurement standards): Interest of Members, Officers, or Employees of the Recipient, Members of Local Governing Body, or Other Public Officials**

No member, officer, or employee of the recipient, or its agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any financial interest, either direct or indirect, in any contract or subcontract, or the proceeds under this agreement. Immediate family members of said members, officers, employees, and officials are similarly barred from having any financial interest in the program. The recipient shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purpose of this section.

### **2. Legal Remedies Provision**

As stated in 24 CFR Part 85.36 (2 CFR Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards)

All construction contracts shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as may be appropriate. The Contractor is referred to the General Conditions of these Contract Documents, which contain detailed provisions concerning breach of contract and remedies for breach of contract.

### **3. Termination Provision**

As stated in 24 CFR Part 85.36 (2 CFR Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards)

All construction contracts in excess of \$10,000 shall contain suitable provisions for termination by the grantee including the manner by which it will be effected and the basis for settlement. In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor. The Contractor is referred to the General Conditions of these Contract Documents, which contain detailed provisions concerning termination of the contract.

### **4. Nondiscrimination Clause - Section 109, Housing and Community Development Act of 1974**

No person in the United States shall on the ground of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds available under this title.

#### **5. Age Discrimination Act of 1975, as amended - Nondiscrimination on the Basis of Age**

No qualified person shall on the basis of age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from Federal Financial assistance.

### **6. Section 504 of the Rehabilitation Act of 1973, as amended - Nondiscrimination on the Basis of Disability**

No qualified disabled person shall, on the basis of disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from Federal Financial assistance.

### **7. Executive Order 11246 Clause**

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advisor the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1964, and such other sanctions may be imposed and remedied involved as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the provisions of paragraph (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; Provided, however, That in the event the contract becomes involved in, or threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Contractors and subcontractors are required to submit Equal Opportunity Certification Forms (See Attachments 1 and 2).

**8. Section 3 Clause- Compliance in the Provision of Training, Employment, and Business Opportunities (24 CFR 135.38)**

All Section 3 covered contracts shall include the following clause (referred to as the Section 3 clause):

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

Contractors and subcontractors are required to submit Section 3 Certification Forms (See Attachments 3 and 4) and Section 3 Plans with Tables A-D (See Attachment 5).

**9. Copeland "Anti-Kickback" Act Provision**

All construction contracts shall include a provision for compliance with the Copeland "Anti- Kickback" Act (18 U.S.C. 874; 40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR, Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans

or Grants from the United States”). This Act provides that each contractor and subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The grantee shall report all suspected or reported violations to the grantor agency.

Specific contract requirements concerning this provision are included in the Federal Labor Standards Provisions-HUD Form 4010, included as Attachment 6 to this section of the Contract Documents, and which form a portion of these Contract Documents and the executed contract between the grantee and Contractor.

#### **10. Davis-Bacon Act Provision, as amended, (40 U.S.C. 3141-3148)**

When required by Federal program legislation, all construction contracts, in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors and subcontractors must be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors and subcontractors shall be required to pay wages not less often than once a week. A copy of the current prevailing wage determination issued by the Department of Labor must be placed in each solicitation. The grantee shall report all suspected or reported violations to the grantor agency.

Specific contract requirements concerning this provision are included in the Federal Labor Standards Provisions-HUD Form 4010, included as Attachment 6 to this section of the Contract Documents, and which form a portion of these Contract Documents and the executed contract between the grantee and Contractor. A copy of the current prevailing wage determination(s) issued by the Department of Labor is included as Attachment 7 to this section of the Contract Documents and the award of a contract or subcontract shall be conditioned upon acceptance of the wage determination(s). Contractors and subcontractors are required to submit Labor Standards Certification Forms (See Attachments 8 and 9).

#### **11. Contract Work Hours and Safety Standards Act Provision (40 U.S.C. 3701-3708)**

Contracts awarded in excess of \$100,000 which involve the employment of mechanics or laborers shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor Regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”).

Under 40 U.S.C. 3702 of the Act, the Contractor and any of his subcontractors shall be required to compute the wages of every mechanic and laborer on the basis of standard work week of forty hours. Work in excess of the standard work week is permissible, provided the worker is compensated at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in any work week.

The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to his health and safety, as determined under construction, safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Specific contract requirements concerning this provision are included in the Federal Labor Standards Provisions-HUD Form 4010, included as Attachment 6 to this section of the Contract Documents, and which form a portion of these Contract Documents and the executed contract between the grantee and Contractor.

#### **12. Access to Records and Record Retainage Clause**

In general, all official project records and documents must be maintained during the operation of this project and for a period of three years following close out in compliance with 24 CFR 570.490. The grantee, the North Carolina Department of the Treasurer, U. S. Department of Housing and Urban Development, and the

Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Administering Agency which are pertinent to the execution of this Agreement, for the purpose of making audits, examinations, excerpts and transcriptions in compliance with the above Rule.

### **13. Clean Water, Clean Air, E.O. 11738 and EPA Regulations Provision**

Compliance with Air and Water Acts: Contracts and subcontracts of amounts in excess of \$150,000 are subject to the requirements of the Clean Air Act, as amended, (42 U.S.C. 7401-7671q.), the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251-1387 and the regulations of the Environmental Protection Agency (EPA) with respect thereto, as amended. Violations must be reported to the Federal awarding agency and the Regional Office of the EPA.

The Contractor and any of its subcontractors for work funded under this Agreement which is in excess of \$150,000, agree to the following requirements:

- (1) A stipulation by the contractor or subcontractors that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities issued by the EPA.
- (2) Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 U.S.C. 7401-7671q) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. 1254) relating to inspection, monitoring, entry, reports, and information, and all regulations and guidelines issued there under.
- (3) A stipulation that as a condition for the award of the contract prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
- (4) Agreement by the Contractor that he will include or cause to be included the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the contractor will take such action as the Government may direct as a means of enforcing such provisions.

In no event shall any amount of the assistance provided under this Agreement be utilized with respect to a facility which has given rise to a conviction under Section 113(c) (1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

### **14. Lead-Based Paint Clause**

The Contractor is hereby specifically made aware of the lead-based paint regulations, (42 U.S.C. 4831; 24 CFR Part 570.608, and 24 CFR Part 35, as amended), which are applicable to the construction or rehabilitation of residential structures. To the extent that the subject matter of this contract involves residential structures, the Contractor will comply with the lead-based paint regulations.

### **15. Lobbying Clause**

As required by 31 U.S.C. Section 1352, Byrd Anti-Lobbying Amendment, Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in

connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative, agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (2) If any funds other than Federal appropriated funds have been paid or will be paid any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### **16. Rights to Inventions Made Under a Contract or Agreement**

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

#### **17. Debarment and Suspension (Executive Orders 12549 and 12689)**

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

#### **18. Certification of Eligibility**

By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 29 CFR 5.12(a)(1) or to participate in HUD programs pursuant to 24 CFR Part 24 or, if applicable, by virtue of Section 3(a) of the Davis-Bacon Act. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 29 CFR 5.12(a)(1) or to participate in HUD programs pursuant to 24 CFR Part 24 or, if applicable, by virtue of Section 3(a) of the Davis-Bacon Act. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001 and 18 U.S.C. 1010.



**CERTIFICATION OF ELIGIBILITY**

*This form must be attached and made a part of all contracts obligated by grantees and paid with CDBG funds.*

Grantee: \_\_\_\_\_

Grant Number: \_\_\_\_\_

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

By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 29 CFR 5.12(a)(1) or to participate in HUD programs pursuant to 24 CFR Part 24 or, if applicable, by virtue of Section 3(a) of the Davis-Bacon Act. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 29 CFR 5.12(a)(1) or to participate in HUD programs pursuant to 24 CFR Part 24 or, if applicable, by virtue of Section 3(a) of the Davis-Bacon Act. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001 and 18 U.S.C. 1010.

\_\_\_\_\_  
(Signature) (Name of Contractor)

\_\_\_\_\_  
(Printed Name and Title) (Street Address or P. O. Box)

\_\_\_\_\_  
(Date) (City, State, Zip Code)

\_\_\_\_\_  
DUNS, Tax Identification or Social Security Number

\*\*\*\*\*  
\*\*\*\*\*

**FOR GRANTEE USE ONLY**

The Federal List of Parties Excluded from Federal Procurement or Non-procurement Programs and State of North Carolina Debarred Vendors List have been checked and the above contractor or subcontractor has been determined to be eligible to participate in a CDBG assisted project.

\_\_\_\_\_  
(Signature of Verifying Officer)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

**CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY**

**INSTRUCTIONS**

This certification is required pursuant to Executive Order 11246 (30 F. R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause: and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

**CERTIFICATION BY BIDDER**

NAME AND ADDRESS OF BIDDER (include ZIP Code)

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.

Yes       No

2. Compliance reports were required to be filed in connection with such contract or subcontract.

Yes       No

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.

Yes       No       None Required

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

Yes       No

NAME AND TITLE OF SIGNER (Please type)

SIGNATURE

DATE

<p>U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT</p> <p><b>CERTIFICATION BY PROPOSED SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY</b></p>	
NAME OF PRIME CONTRACTOR	PROJECT NUMBER
<b>INSTRUCTIONS</b>	
<p>This certification is required pursuant to Executive Order 11246 (30 F. R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause: and, if so, whether it has filed all compliance reports due under applicable instructions.</p> <p>Where the certification indicates that the subcontractor has not filed a compliance report due under applicable instructions, such subcontractor shall be required to submit a compliance report before the owner approves the subcontract or permits work to begin under the subcontract.</p>	
<b>CERTIFICATION BY SUBCONTRACTOR</b>	
NAME AND ADDRESS OF SUBCONTRACTOR (include ZIP Code)	
<p>1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.</p> <p style="padding-left: 40px;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p>	
<p>2. Compliance reports were required to be filed in connection with such contract or subcontract.</p> <p style="padding-left: 40px;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p>	
<p>3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.</p> <p style="padding-left: 40px;"><input type="checkbox"/> Yes      <input type="checkbox"/> No      <input type="checkbox"/> None Required</p>	
<p>4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?</p> <p style="padding-left: 40px;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p>	
NAME AND TITLE OF SIGNER (Please type)	
SIGNATURE	DATE

Replaces Form HUD 4238.CD-2, which is Obsolete

HUD 950.2 (11-78)

**CERTIFICATION OF BIDDER REGARDING SECTION 3  
AND SEGREGATED FACILITIES**

A. \_\_\_\_\_ **Name of Prime Contractor**    **Project Name & Number** \_\_\_\_\_

The undersigned hereby certifies that

- (a) Section 3 provisions are included in the Contract.
- (b) A written Section 3 plan was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$10,000).
- (c) No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

\_\_\_\_\_  
Name & Title of Signer (Print or Type)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**CERTIFICATION OF PROPOSED SUBCONTRACTOR REGARDING  
SECTION 3 AND SEGREGATED FACILITIES**

\_\_\_\_\_  
Name of Subcontractor

\_\_\_\_\_  
Project Name & Number

The undersigned hereby certifies that

- (a) Section 3 provisions are included in the Contract.
- (b) A written Section 3 plan was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$10,000).
- (c) No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

\_\_\_\_\_  
Name & Title of Signer (Print or Type)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

### **SECTION 3 AFFIRMATIVE ACTION PLAN**

\_\_\_\_\_ agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the project area.

- A. To ascertain from the locality's CDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from within the project area the necessary number of lower income residents through: Local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service.
- C. To maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- D. To insert this Section 3 plan in all bid documents, and to require all bidders on subcontracts to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.
- E. To insure that subcontracts which are typically let on a negotiated rather than a bid basis in areas other than Section 3 covered project areas are also let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area.
- F. To formally contact unions, subcontractors and trade associations to secure their cooperation for this program.
- G. To insure that all appropriate project area business concerns are notified of pending subcontractual opportunities.
- H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
- I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 plan.
- J. To list on Table A information related to subcontracts to be awarded.
- K. To list on Table B, all projected workforce needs for all phases of this project by occupation, trade, skill level and number of positions.

**L. If successful bidder, to submit prior to final payment, Tables C and D to grantee which includes all applicable hires and subcontractors utilized on this project.**

As officers and representatives of \_\_\_\_\_  
(Name of Contractor)

We the undersigned have read and fully agree to this Affirmative Action Plan, and become a party to the full implementation of this program.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**TABLE A- BIDDER'S PROPOSED SUBCONTRACTS BREAKDOWN**

FOR THE PERIOD COVERING \_\_\_\_\_, 20\_\_ through \_\_\_\_\_, 20\_\_.  
(Duration of the CDBG-Assisted Project)

Type of Contract (Business or Profession)	Total Number of Contracts	Total Approximate Dollar Amount	Estimated Number of Contracts To Section 3* Businesses	Estimated Dollar Amount To Section 3* Businesses

*\*A Section 3 Business Concern is a business that is 1) 51% or more owned by Section 3 Residents, or 2) a business whose permanent full-time workforce is at least 30% Section 3 residents, or 3) a business which contracts a dollar amount of all subcontracts with businesses as defined in numbers 1 and 2.*

\_\_\_\_\_  
Company

\_\_\_\_\_  
Project Name

\_\_\_\_\_  
EEO Officer (Signature)

\_\_\_\_\_  
Project Number

\_\_\_\_\_  
Date



**TABLE B- BIDDER'S ESTIMATED PROJECT WORKFORCE BREAKDOWN**

Job Category	Total Estimate Positions Needed for Project	# Positions Currently Occupied By Permanent Employees	# Positions Not Currently Occupied	# Positions To Be Filled By Section 3* Residents
OFFICERS/ SUPERVISORS				
PROFESSIONALS				
TECHNICIANS				
HOUSING SALES/ RENTAL/MANAGEMENT				
OFFICE CLERICAL				
OTHERS				

TRADE:

JOURNEYMAN				
APPRENTICES				
MAXIMUM # TRAINEES				
OTHERS				

TRADE:

JOURNEYMAN				
APPRENTICES				
MAXIMUM # TRAINEES				
OTHERS				

TRADE:

JOURNEYMAN				
APPRENTICES				
MAXIMUM # TRAINEES				
OTHERS				

TOTAL				
-------	--	--	--	--

*\*A Section 3 Resident is an individual in a public housing project or within a non-metropolitan county in which the project is located and whose income does not exceed 80% of the higher of the median income adjusted by family size, for the county of residence for the non-metropolitan area of the state.*

\_\_\_\_\_  
Company

\_\_\_\_\_  
Project Name      Project Number

\_\_\_\_\_  
EEO Officer (Signature)      Date

\_\_\_\_\_

\_\_\_\_\_

**TABLE C- CONTRACTOR'S SECTION 3 NEW HIRES REPORT**

Job Category	Total Estimate Positions Needed for Project	# Positions Currently Occupied By Permanent Employees	# Positions Not Currently Occupied	# Positions Filled By Section 3* Residents
OFFICERS/ SUPERVISORS				
PROFESSIONALS				
TECHNICIANS				
HOUSING SALES/ RENTAL/MANAGEMENT				
OFFICE CLERICAL				
OTHERS				

TRADE:

JOURNEYMAN				
APPRENTICES				
MAXIMUM # TRAINEES				
OTHERS				

TRADE:

JOURNEYMAN				
APPRENTICES				
MAXIMUM # TRAINEES				
OTHERS				

TRADE:

JOURNEYMAN				
APPRENTICES				
MAXIMUM # TRAINEES				
OTHERS				

TOTAL				
-------	--	--	--	--

*\*A Section 3 Resident is an individual in a public housing project or within a non-metropolitan county in which the project is located and whose income does not exceed 80% of the higher of the median income adjusted by family size, for the county of residence for the non-metropolitan area of the state.*

\_\_\_\_\_  
Company

\_\_\_\_\_  
Project Name

\_\_\_\_\_  
Project Number

\_\_\_\_\_  
EEO Officer (Signature)

\_\_\_\_\_  
Date

**TABLE D- CONTRACTOR'S SECTION 3 BUSINESS UTILIZATION REPORT**

Project Number:		Total Dollar Amount of Contract	\$ _____
-----------------	--	---------------------------------	----------

Name of Prime Contractor:		Address:		Federal Identification No:	
---------------------------	--	----------	--	----------------------------	--

Name of Subcontractor	Sect. 3 Bsns. *	Address and Phone #	Trade/ Service or Supply	Contract Amount	Award Date	Competitive or Negotiated Bid	Federal Identification No.

\* Check if a Section 3 Business Concern.

TOTAL DOLLAR AMOUNT AWARDED TO SECTION 3 BUSINESSES:	\$ _____
--	----------

Section 3 Business Concern

1. A business that is 51% or more owned by section 3 residents, or
2. A business whose permanent full time work force is at least 30% section 3 residents or,
3. A business which contracts a dollar amount of all subcontracts with businesses as defined in numbers 1 and 2 above.

## Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

**A. 1. (i). Minimum Wages.** All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or pograms, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR Part 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

**(ii). (a).** Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1).** The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2).** The classification is utilized in the area by the construction industry; and
- (3).** The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

**(b).** If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of

the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

**(c).** In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**(d).** The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

**(iii).** Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

**(iv).** If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**2. Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of

any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

**3. (i). Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonable anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices and trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

**(ii). (a).** The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

**(b).** Each payroll submitted shall be accompanied by a "Statement of Compliance", signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

**(1).** That the payroll for the payroll period contains the information required to be maintained under 29 CFR Part 5.5 (a)(3)(i) and that such information is correct and complete;

**(2).** That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

**(3).** That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

**(c).** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph A.3.(ii)(b) of this section.

**(d).** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

**(iii).** The contractor or subcontractor shall make the records required under paragraph A.3.(i) of this section available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.12.

#### **4. Apprentices and Trainees.**

**Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**(i). Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level or progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeymen wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**(ii). Equal employment opportunity.** The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR Part 30.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

**7. Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputed concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

**10. (i). Certification of Eligibility.** By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act of

29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(ii).** No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(iii).** The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of...influencing in any way the action of such Administration...makes, utters or publishes any statement, knowing the same to be false...shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

**11. Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

**B. Contract work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

**(1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

**(3) Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

---

(4) **Subcontracts.** The contractor or subcontractor shall insert any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

**C. Health and Safety.** The provisions of this paragraph C are applicable only where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act 40 USC 3701 et seq.

(3) The Contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

**WAGE DECISION(S)**

**EXAMPLE**



General Decision Number: NC160075 01/08/2016 NC75

Superseded General Decision Number: NC20150075

State: North Carolina

Construction Type: Heavy

County: Wake County in North Carolina.

HEAVY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number 0 Publication Date 01/08/2016

SUNC2011-056 08/26/2011

	Rates	Fringes
CARPENTER, Includes FormWork.....	\$ 13.98	0.69
ELECTRICIAN.....	\$ 15.41	3.13
LABORER: Common or General.....	\$ 9.84	2.90
LABORER: Pipelayer.....	\$ 13.05	2.56
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 16.16	3.18
OPERATOR: Bulldozer.....	\$ 14.63	0.00
OPERATOR: Loader.....	\$ 15.13	2.79
TRUCK DRIVER.....	\$ 13.12	1.89

-----  
WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

-----

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union averagerate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

-----

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W. Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W. Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W. Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

**COMMUNITY DEVELOPMENT BLOCK GRANT  
PROGRAM CONTRACTOR'S CERTIFICATION  
CONCERNING LABOR STANDARDS AND PREVAILING WAGE  
REQUIREMENTS**

TO (Appropriate Recipient):	Date:
C/O:	Project Number (if any):
	Project Name:

1. The undersigned, having executed a contract with \_\_\_\_\_ for the construction of the above-identified project, acknowledges that:

- (a) The Labor Standards provisions are included in the aforesaid contract:
- (b) Correction of any infractions of the aforesaid conditions, including infractions by any of his subcontractors and any lower tier subcontractors, is his responsibility.

2. He certifies that:

- (a) Neither he nor any firm, partnership or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United State pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to the Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).
- (b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of aforementioned regulatory or statutory provisions.

3. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.

He certifies that:

- (a) The legal name and the business address of the undersigned are:

(b) The undersigned is:

(1) A Single Proprietorship	(3) A Corporation Organized in the State of
(2) A Partnership	(4) Other Organization (Describe)

(c) The name, title and address of the owner, partners or officers of the undersigned area:

Name	Title	Address

--	--	--

(d) The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are (if none, so state):

Name	Address	Nature of Interest

(e) The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are (if none, so state):

Name	Address	Trade Classification

B.

**Contractor**

**Typed Name and Title**

Date

Signature

**WARNING**

U.S. Criminal Code Section 1010, Title 18, U.S.C., provides in part: "Whoever . . . makes, passes, utters, or publishes any statement, knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

**COMMUNITY DEVELOPMENT BLOCK GRANT  
PROGRAM SUBCONTRACTOR'S CERTIFICATION  
CONCERNING LABOR STANDARDS AND PREVAILING WAGE  
REQUIREMENTS**

TO (Appropriate Recipient):	Date:
C/O:	Project Number (if any):
	Project Name:

1. The undersigned, having executed a contract with (Contractor or Subcontractor) \_\_\_\_\_  
 \_\_\_\_\_ for \_\_\_\_\_ (Nature of Work)  
 \_\_\_\_\_ in the amount of  
 \$ \_\_\_\_\_ for the construction of the above-identified project, certifies that:

- (a) The Labor Standards Provisions of the Contract for Construction are included in the aforesaid contract:
- (b) Neither he nor any firm, partnership or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United State pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to the Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).
- (c) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to the aforesaid regulatory or statutory provisions.

2. He agrees to obtain and forward to the contractor, for transmittal to the recipient, within ten days after the execution of any subcontract, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements, executed by the lower tier subcontractor, in duplicate.

(a) The workmen will report for duty on or about (Date) \_\_\_\_\_.

3. He certifies that:

(a) The legal name and the business address of the undersigned are:

(b) The undersigned is:

(1) A Single Proprietorship	(3) A Corporation Organized in the State of
(2) A Partnership	(4) Other Organization (Describe)

(c) The name, title and address of the owner, partners or officers of the undersigned area:

Name	Title	Address

--	--	--

(d) The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are (if none, so state):

Name	Address	Nature of Interest

(e) The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are (if none, so state):

Name	Address	Trade Classification

C.

**Subcontractor**

**Typed Name and Title**

Date

Signature

**WARNING**

U.S. Criminal Code Section 1010, Title 18, U.S.C., provides in part: "Whoever . . . makes, passes, utters, or publishes any statement, knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

**CERTIFICATE FROM CONTRACTOR APPOINTING OFFICER OR EMPLOYEE  
TO SUPERVISE PAYMENT OF EMPLOYEES**

**Local Agency** \_\_\_\_\_ **CDBG Grant No.** \_\_\_\_\_

**Project Name** \_\_\_\_\_ **Date** \_\_\_\_\_

**Location** \_\_\_\_\_ **Project No.** \_\_\_\_\_

(I) (We) hereby certify that (I am) (we are) (the prime contractor) (a subcontractor) for (Specify "General Construction," "Plumbing, "Roofing," etc.) \_\_\_\_\_

\_\_\_\_\_ in connection with construction of the above-mentioned Project, and that (I) (we) have appointed \_\_\_\_\_ whose signature

appears below, to supervise the payment of (my) (our) employees beginning

\_\_\_\_\_, 20 : That (he) (she) is in a position to have full knowledge of the facts set forth in the payroll documents and in the statement of compliance required by the so-called Kick-Back Statute which (he) (she) is to execute with (my) (our) full authority and approval until such time as (I) (we) submit to the (Name of Local Agency)

\_\_\_\_\_ a new certificate appointing some other person for the purposes herein above stated.

\_\_\_\_\_  
Identifying Signature of Appointee

Attest (if required):

\_\_\_\_\_  
(Name of Firm or Corporation)

\_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

Note: This certificate must be executed by an authorized officer of a corporation or by a member of a partnership, and shall be executed prior to and be submitted with the first payroll. Should the appointee be changed, a new certificate must accompany the first payroll for which the new appointee executes a statement of compliance required by the Kick-Back Statute.

CDBG # 115 (10-83)



**CERTIFICATION REGARDING GOVERNMENT-WIDE RESTRICTION ON LOBBYING**

(For contracts, grants, cooperative agreements, and loans over

\$100,000) The undersigned certifies, to the best of his knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards (at all tiers, including contracts under grants, loans, and cooperative agreements, subcontracts, and subgrants) over \$100,000, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

---

Name of Entity (city, county, contractor, etc.)

---

Name of Certifying Official (Mayor, Presiding Commissioner, President, etc.)

---

Signature of Certifying Official

---

Date

---

Town of Garner  
Town Council Meeting  
Agenda Form

Meeting Date: November 6, 2017		
Subject: Stop Signs for Vandora West Subdivision		
Location on Agenda: Consent		
Department: Engineering		
Contact: Tony Chalk, Town Engineer		
Presenter: Tony Chalk, Town Engineer		
Brief Summary:  The Engineering Department is recommending approval to erect 3 stop signs as a traffic control measure within the Vandora West subdivision.		
Recommended Motion and/or Requested Action: Approve stop sign placement at intersections within the Vandora West subdivision.		
Detailed Notes: See attached memo and plat.		
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:	TC	
Finance Director:		
Town Attorney:		
Town Manager:	RD	
Town Clerk:		

TO: Town Council  
FROM: Tony Chalk, PE, PLS  
Town Engineer  
DATE: November 6, 2017  
SUBJECT: Stop Signs within the Vandora West Subdivision

The Engineering Department is recommending the following street intersections for stop sign placement:

	<u>Stop Condition</u>	<u>Through Street</u>
1	Covington Chase Court	Vandora Hills Place
2	Benning Hills Place	Vandora Hills Place
3	Vandora Hills Place	Curtiss Drive

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

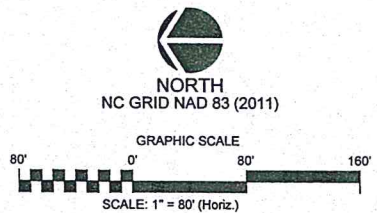
Attachment: Vandora West Subdivision Plat

HATCH LEGEND	
[Hatched Pattern]	DRAINAGE EASEMENT
[Hatched Pattern]	SEWER EASEMENT
[Hatched Pattern]	ACCESS EASEMENT

LINE LEGEND	
[Solid Line]	PROPERTY LINE (P/L)
[Dashed Line]	P/L NOT SURVEYED
[Dotted Line]	WETLAND/STREAM BUFFER LINE
[Dashed Line]	UNDISTURBED PERIMETER BUFFER
[Dotted Line]	DRAINAGE EASEMENT LINE
[Dashed Line]	SEWER EASEMENT LINE
[Dotted Line]	ACCESS EASEMENT LINE
[Dashed Line]	MIN. BUILDING SETBACK LINE
[Dotted Line]	FENCE LINE
[Dashed Line]	TOP OF BANK LINE
[Dotted Line]	RAILROAD ROW
[Dotted Line]	RAILROAD TRACK

SYMBOL LEGEND	
[Triangle]	CP = COMPUTED POINT
[Circle]	IPF = IRON PIPE FOUND
[Circle]	IPS = IRON PIPE SET
[Square]	WOODEN POST
[Hash]	LOT ADDRESS

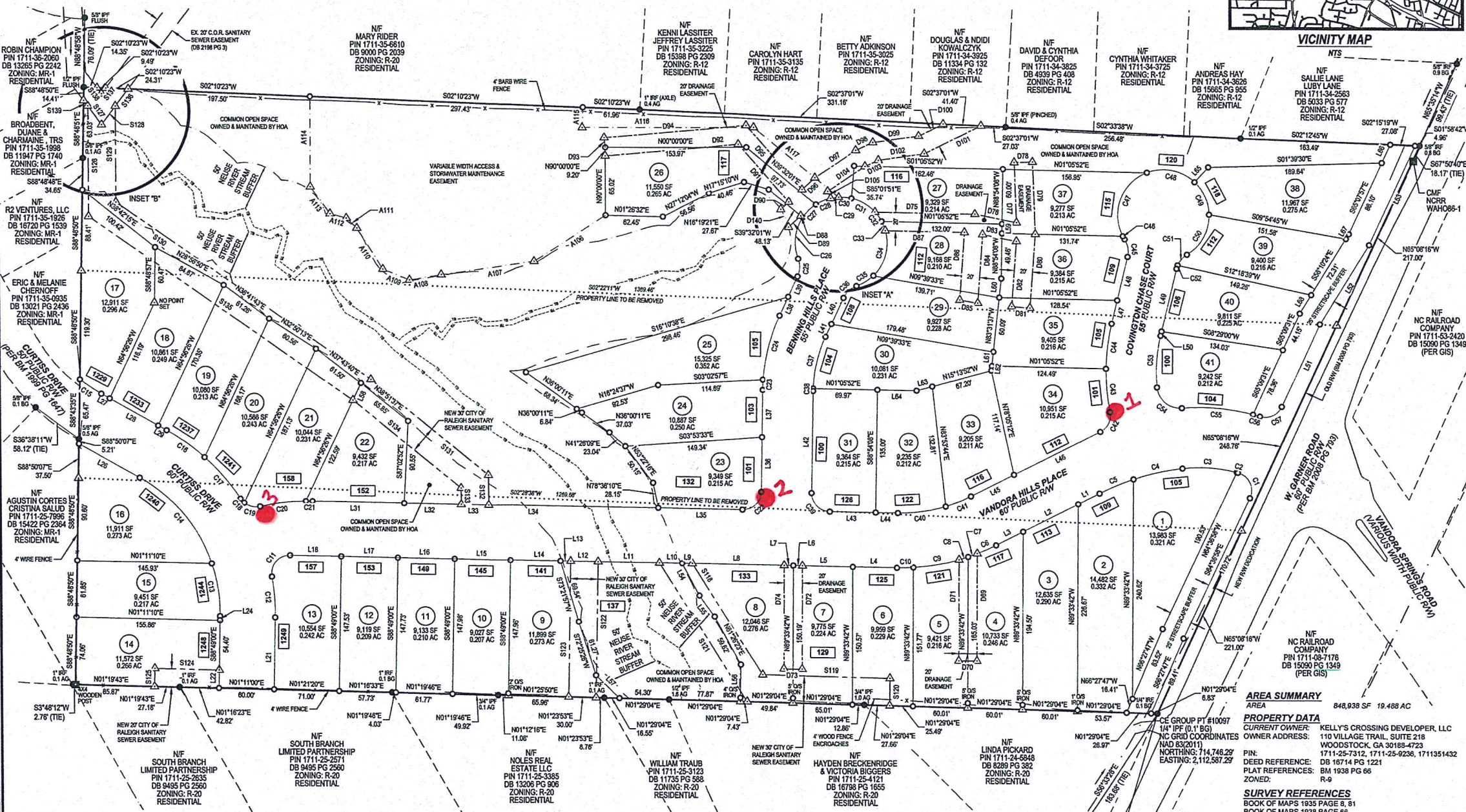
**ABBREVIATIONS**  
 CMF CONCRETE MONUMENT FOUND  
 DB DEED BOOK  
 EX EXISTING  
 IPF IRON PIPE FOUND  
 IPS IRON PIPE SET  
 N/F NOW OR FORMERLY  
 PG PLAT BOOK  
 PAGE PAGE  
 PK PK NAIL SET  
 ROW RIGHT OF WAY  
 O/S OFFSET



**CE GROUP**  
 301 GLENWOOD AVE. 220  
 RALEIGH, NC 27603  
 PHONE: 919-367-8790  
 FAX: 919-233-0032  
 www.cegroupinc.com  
 License # C-1739

**NORTH CAROLINA PROFESSIONAL LAND SURVEYOR SEAL**  
 L-4669  
 JAME SHANE STRICKLAND

REVISION	DATE
1. FIRST REVIEW COMMENTS TOWN OF GARNER	10/18/2017
2. ADD LOT ADDRESSES PER SECOND REVIEW	9/20/2017



**GENERAL NOTES**

- THE PURPOSE OF THIS PLAT IS TO PERFORM A SUBDIVISION OF LAND ON THE PROPERTY OF KELLY'S CROSSING DEVELOPER, LLC CREATING 31 LOTS WITH DEED REFERENCE DB 16714 PG 1221, PLAT REFERENCE BM 1935 PG 81, BM 1938 PG 66, BM 1952 PG 97 AND BM 1999 PG 1647, BEARING BM 1711-25-7321, 1711-25-9236, 1711-35-1432.
- THE PROPERTY SHOWN HEREON IS SUBJECT TO ALL EASEMENTS OF RECORD AFFECTING THE SAME.
- THIS SURVEYOR DOES NOT CERTIFY TO THE EXISTENCE OR NON-EXISTENCE OF ANY UNDERGROUND UTILITIES THAT MAY OR MAY NOT EXIST WITHIN THE BOUNDARIES AS SHOWN HEREON.
- UNIT OF MEASUREMENT IS U.S. SURVEY FEET (FT) UNLESS SPECIFICALLY NOTED AS METERS (M).
- ALL DISTANCES AND COORDINATES SHOWN HEREON ARE LOCALIZED, GROUND INFORMATION, UNLESS SPECIFICALLY NOTED AS "GRID". SITE LOCALIZATION BY CE GROUP, INC ON 3/31/2016, NORTH: 714,579.8957 EAST: 2,113,190.23 WITH A COMBINED SCALE FACTOR OF 0.9998946570.
- EXISTING CONDITIONS SHOWN HEREON ARE PER UNRECORDED BOUNDARY SURVEY BY CE GROUP INC ON 9/13/16 UNDER THE RESPONSIBLE CHARGE OF WILLIAM M. DIGIACOMO, PLS.
- MAINTENANCE OF THE 25' STREETScape BUFFER LOT SHOWN HEREON, IS THE SOLE RESPONSIBILITY OF VANDORA WEST HOA, INC.
- SEE SHEET 1 OF 2 FOR LINE AND CURVE TABLES, SIGNATURES, INSETS AND ADDITIONAL INFORMATION.

**REVIEW OFFICER CERTIFICATE**  
 WAKE COUNTY, NORTH CAROLINA  
 David Bonford  
 REVIEW OFFICER FOR THE ABOVE COUNTY AND STATE, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.  
 [Signature]  
 REVIEW OFFICER

WAKE COUNTY, NC 89  
 CHARLES P. GILLIAM  
 REGISTER OF DEEDS  
 PRESENTED & RECORDED ON  
 16/24/2017 12:17:15  
 BOOK: BM2017 PAGE: 02165

**AREA SUMMARY**  
 AREA: 848,938 SF 19.488 AC

**PROPERTY DATA**  
 CURRENT OWNER: KELLY'S CROSSING DEVELOPER, LLC  
 OWNER ADDRESS: 110 VILLAGE TRAIL, SUITE 218 WOODSTOCK, GA 30188-4723  
 DEED REFERENCE: DB 16714 PG 1221  
 PLAT REFERENCES: BM 1938 PG 66  
 ZONED: R-9

**SURVEY REFERENCES**  
 BOOK OF MAPS 1935 PAGE 8, 81  
 BOOK OF MAPS 1938 PAGE 66  
 BOOK OF MAPS 1947 PAGE 81  
 BOOK OF MAPS 1952 PAGE 97  
 BOOK OF MAPS 1999 PAGE 1647  
 BOOK OF MAPS 2008 PAGE 793  
 DEED BOOK 11434 PAGE 2625 (CURRENT)  
 DEED BOOK 1132 PAGE 204  
 DEED BOOK 1600 PAGE 145  
 DEED BOOK 8289 PAGE 382  
 DEED BOOK 9000 PAGE 2039  
 DEED BOOK 9495 PAGE 2589  
 DEED BOOK 11434 PAGE 2625  
 DEED BOOK 11735 PAGE 598  
 DEED BOOK 894 PAGE 574  
 DEED BOOK 937 PAGE 248  
 DEED BOOK 833 PAGE 388  
 AN UNRECORDED BOUNDARY PLAT BY WILLIAM M. DIGIACOMO, PLS FOR THE C.E. GROUP, INC DATED 9/13/2016  
 "SEE CHARTER OF THE NORTH CAROLINA RAILROAD COMPANY 1848-49, NC LAWS CH LXXXII (JANUARY 27 1849) INCORPORATION OF THE NORTH CAROLINA RAILROAD COMPANY"

**FLOOD CERTIFICATION**  
 UPON EXAMINATION OF FLOOD INSURANCE RATE MAP, PANEL NUMBER 1711 OF COMMUNITY ID 370240 MAP# 3720111003, WITH EFFECTIVE DATE OF MAY 2, 2006: THE SUBJECT PROPERTIES LIE IN ZONE "X".

MAJOR SUBDIVISION PLAT  
 VANDORA WEST  
 FOR  
 KELLY'S CROSSING DEVELOPER, LLC  
 ST MARY'S TOWNSHIP-WAKE COUNTY-NORTH CAROLINA

Date: 7/19/2017  
 Scale: 1" = 80'  
 Drawn: ARP  
 Checked: J55  
 Project No: 139-01  
 Computer Des. Name: PHASE1 SUB PLAT  
 Sheet No: 2 Of 2

Town of Garner  
Town Council Meeting  
Agenda Form

Meeting Date: November 6, 2017		
Subject: Meadowbrook Update		
Location on Agenda: Consent		
Department: Administration		
Contact: Rodney Dickerson, Town Manager		
Presenter: Rodney Dickerson, Town Manager		
<p><b>Brief Summary:</b></p> <p>St. Augustine's University indicated that it will no longer lease the Meadowbrook property from the Town of Garner effective October 31, 2017. Robert Hinton, who manages the facility and golf course, desires to continue operations and has requested the Town to enter into a lease agreement with him. The terms will be similar to those agreed to by St. Augustine's. Because Mr. Hinton proposes to run the facility in the same manner, the change should be seamless to the Town.</p>		
<p><b>Recommended Motion and/or Requested Action:</b></p> <p>Authorize Town Manager to execute lease for Meadowbrook</p>		
<p><b>Detailed Notes:</b></p> <p>Mr. Hinton's comments: "I have established Meadowbrook to be a family friendly course and it will continue to be a place where families can come out and play and feel comfortable. Meadowbrook is a great place for kids and beginners to learn the game of golf. I'm committed to introducing youth to the game of golf and I have established relationships with the Raleigh Police Department, local churches, and will seek out other organizations to partner with for golf youth initiatives".</p>		
<p><b>Funding Source:</b></p> <p>N/A</p>		
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>The lease to Mr. Hinton will certainly provide benefit to the public by keeping the golf course open, and also to the Town by having a constant presence at a property we own.</p> <p>Mr. Hinton's business plan is to cover expenses and keep Town's cost to a minimum.</p>		
<p>Attachments Yes:      No: <input checked="" type="radio"/></p>		
Agenda Form Reviewed by:	Initials:	Comments:
Department Head:		
Finance Director:		
Town Attorney:		
Town Manager:	RD	
Town Clerk:		

Town of Garner  
Town Council Meeting  
Agenda Form

Meeting Date: November 6, 2017		
Subject: Conditional Use Site Plan - CUP-SP-17-20, DEH Self Storage		
Location on Agenda: Public Hearings		
Department: Planning		
Contact: Jenny Saldi, ASLA; Senior Planner		
Presenter: Jenny Saldi, ASLA; Senior Planner		
Brief Summary:  William G. Daniel & Associates is requesting conditional use site plan approval for a self-storage facility. This site is located at 525 US 70 East and can be further identified as Wake County PIN 1721-10-3109.		
Recommended Motion and/or Requested Action: Approve CUP SP-17-20		
Detailed Notes:		
Funding Source:		
Cost:	One Time: <input type="radio"/>	Annual: <input type="radio"/> No Cost: <input checked="" type="radio"/>
Manager's Comments and Recommendations: N/A		
Attachments Yes: <input checked="" type="radio"/> No: <input type="radio"/>		
Agenda Form Reviewed by:	Initials:	Comments:
Department Head:	JT	
Finance Director:		
Town Attorney:		
Town Manager:	RD	
Town Clerk:		

Design. Connect. Sustain.



## Planning Department Memorandum

---

**TO:** Mayor and Town Council

**FROM:** Jenny Saldi, ASLA; Senior Planner

**SUBJECT:** *Conditional Use Site Plan - CUP-SP-17-20, DEH Self Storage*

**DATE:** November 6, 2017

---

### I. PROJECT AT A GLANCE

**Project Number:** CUP-SP-17-20, DEH Self Storage

**Applicant:** DEH Garner, LLC

**Owner:** DEH Garner, LLC

**Plan Prepared by:** William G. Daniel & Associates, PA

**General Description -**

**Proposed Use:** Self-storage facility

**Project Location:** 525 US 70 Hwy 70 East

**Wake Count PIN(s):** 1721-10-3109

**Zoning Classification:** Industrial 2 – Conditional Use District C-1

**Key Meeting Dates -**

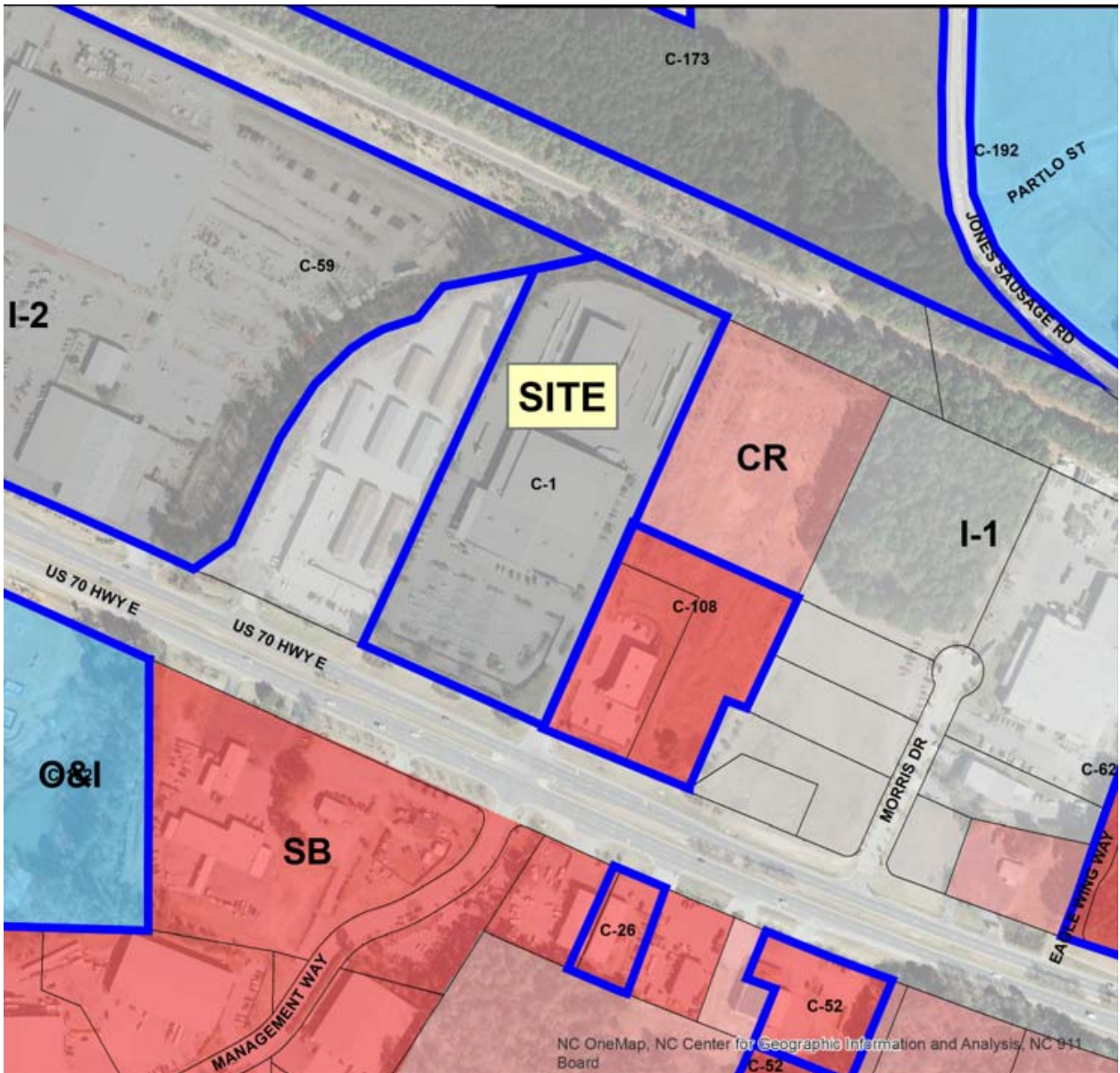
**Planning Commission:** October 9, 2017

**Town Council Public Hearing:** November 6, 2017

**II. ADJACENT ZONING AND LAND USE**

<b>North:</b>	Railroad; Industrial-2	Undeveloped
<b>South:</b>	US 70; Service Business	Vehicle Service
<b>East:</b>	Service Business, Community Retail, Industrial-1	Retail, Undeveloped, Manufacturing
<b>West:</b>	Industrial-1	Self-storage

**Overall Neighborhood Character:** A mix of non-residential uses along the commercial section of US 70.





### III. PROJECT DATA

- Acreage:** 8.089 acres; 6.37 acres for this development and 1.72 for future development fronting US 70
- Building Size:** There are three existing buildings: 48,150 sq. ft., 7,555 sq. ft. and 5,912 sq. ft. The main building will be approximately doubled in size to 89,954 sq. ft. and a fourth building is proposed with 20,926 sq. ft. The total sq. ft. in this project will be 124,347 sq. ft.
- Building Material and Color:** The main building is a combination of concrete panels, EIFS, and metal panels. The other three buildings are finished with metal panels. The color scheme throughout the project is light and dark shades of gray, with accents in white and metal awnings and roll-up doors in “Wasabi Green”.
- The US 70/401 Overlay District does not allow the use of prefabricated metal buildings unless all building facades visible from the street are treated with brick, decorative concrete masonry units, EIFS or some other approved material. In this case the US 70 façade of the main building is finished with concrete panels, EIFS, glass windows and doors. The remaining facades of the main building and the three additional buildings, containing metal panels, will not be visible from US 70.
- Landscape and Buffer Requirements:** The plan as proposed meets the requirements of the Landscape Ordinance.
- **Tree Cover:** Requirements met with existing vegetation.
  - **Street Buffers:** Street trees are proposed along US 70 with this development, the remaining street buffer requirements will be met once the adjacent parcel (1.72 acres) is redeveloped.
  - **Perimeter Buffers:** A 15-foot buffer is shown along the north and west property lines. Due to the existing access easement along the east property line, buffer landscaping requirements have been provided in available planting islands along the driveway and within the parking area.
- Parking Spaces:** **Number** - Parking is based on area of available for storage. Parking shown is based on the built-out project.
- Required: 25 (1 accessible)
  - Proposed: 25 (1 accessible)

- Floodplain:** This site does not contain a FEMA designated floodplain. There is a feature subject to Neuse River buffer rules along the northwest corner of the property; no further encroachments are proposed.
- Fire Protection:** The Inspections Department reviewed the plan for fire protection and have given their approval.
- Infrastructure:** ***Stormwater Management*** - This project is a redevelopment of an existing site where the existing impervious will be reduced and the existing impervious pre-dates the storm water rules. Proposed site is currently 87.64% impervious, proposed development reduces that to 83.93% impervious.
- Water/Sewer*** – Existing connections to public water and sewer to be maintained.
- Transportation/Access*** – Site will have one point of access off US 70; a driveway which has a joint access agreement with properties to the east.

#### **IV. CONSISTENCY WITH ADOPTED TOWN PLANS AND POLICIES**

##### **2006 Comprehensive Growth Plan:**

This site falls within the Employment Center west of the US 70 and I-40 interchange. Recommended uses include business and office parks, light manufacturing, production, distribution and warehouse facilities. Employment Centers are designated near major transportation routes at US 70/US 401 and Interstate 40/US 70. Recommended zoning districts for an Employment Center include SB, I-1, I-2, and MXD (Mixed Use). As self-storage uses are permitted within the existing I-2 zoning district, this plan may be considered consistent with the Comprehensive Growth Plan.

##### **2010 Garner Transportation Plan:**

A review of the Transportation Plan revealed no additional transportation improvements adjacent to this site; therefore, this project as proposed may be considered consistent with the 2010 Garner Transportation Plan.

##### **Parks & Recreation, Open Space & Greenways Master Plan:**

A review of the Parks and Recreation, Open Space and Greenways Master Plan revealed no plan recommendations in the project area; therefore, this project, as proposed, may be considered consistent with the Parks & Recreation, Open Space & Greenways Master Plan.

**Unified Development Ordinance Regulations:**

After sufficient review and plan revisions, staff finds that this project, as now proposed, to be consistent with the regulations of the Unified Development Ordinance.

**V. PLANNING COMMISSION REVIEW & RECOMMENDATION**

The Planning Commission reviewed the plans at their meeting on October 9, 2017 and having accepted staff statements regarding plan consistency, detailed in Section IV of this report, as their own, voted unanimously to recommend approval of CUP-SP-17-20, DEH Self-storage, with no conditions specific to the site.

**VI. COUNCIL MOTION WORKSHEET**

**Approve:** I move that the Council accept the staff statements regarding plan consistency in Section IV of this report as our own and find the application meets the 10 permit criteria in Section 3.14.D. and therefore approve Conditional Use Permit CUP-SP-17-20, DEH Self Storage, with the three general conditions and no site-specific conditions.

**Optional (conditions – mark, fill in and read all that applies):** ...and including the following reasonable conditions necessary to address the impacts of the proposed development on:

- adjoining property,
- the existing natural and man-made features of the site,
- off-site and on-site traffic flow,
- public utilities,
- such other public services or goals of the Comprehensive Growth Plan or the Transportation Plan that may be negatively impacted by the proposed development (*enumerate plan services/goals*):  
\_\_\_\_\_  
\_\_\_\_\_

**Condition #1:**

\_\_\_\_\_

**Condition #2:**

\_\_\_\_\_

**Condition #3, (etc.):**

\_\_\_\_\_

or

**Deny:** I move that the Council find the application does not meet one or more of the criteria in Section 3.14.D. for granting a special use permit,

***(Check and read all that apply – include stated reason/evidence)***

- 1. The proposed use will endanger the public health or safety because/as evidenced by \_\_\_\_\_;
- 2. The proposed use will substantially injure the value of adjoining or abutting property; because/as evidenced by \_\_\_\_\_;

- \_\_\_ 3. The proposed use does not comply with all applicable provisions of this UDO;  
*because/as evidenced by* \_\_\_\_\_;
- \_\_\_ 4. If completed as proposed, the development will not comply with all requirements of this section;  
*because/as evidenced by* \_\_\_\_\_;
- \_\_\_ 5. The proposed use will not be compatible with the proximate area in which it is to be located;  
*because/as evidenced by* \_\_\_\_\_;
- \_\_\_ 6. The proposed use is inconsistent with the Transportation Plan, other relevant adopted plans and policies, and the stated purpose and intent of this UDO (the fact that the use is permitted under certain circumstances in the zoning district creates a rebuttable presumption that the proposed use is in harmony with the intent of the UDO as relates to the general zoning plan);  
*because/as evidenced by* \_\_\_\_\_;
- \_\_\_ 7. The proposed use is incompatible with adjacent uses in terms of building scale, site design, buffering and screening, operating characteristics (hours of operation, traffic generation, lighting, noise, odor, dust, and other external impacts);  
*because/as evidenced by* \_\_\_\_\_;
- \_\_\_ 8. Any significant adverse impacts resulting from the use will not be mitigated or offset, including impacts on the natural environment;  
*because/as evidenced by* \_\_\_\_\_;
- \_\_\_ 9. The public safety, transportation and utility facilities and services will not be available to serve the subject property while maintaining sufficient levels of service for existing development;  
*because/as evidenced by* \_\_\_\_\_;
- \_\_\_ 10. Adequate assurances of continuing maintenance have not been provided;  
*because/as evidenced by* \_\_\_\_\_;

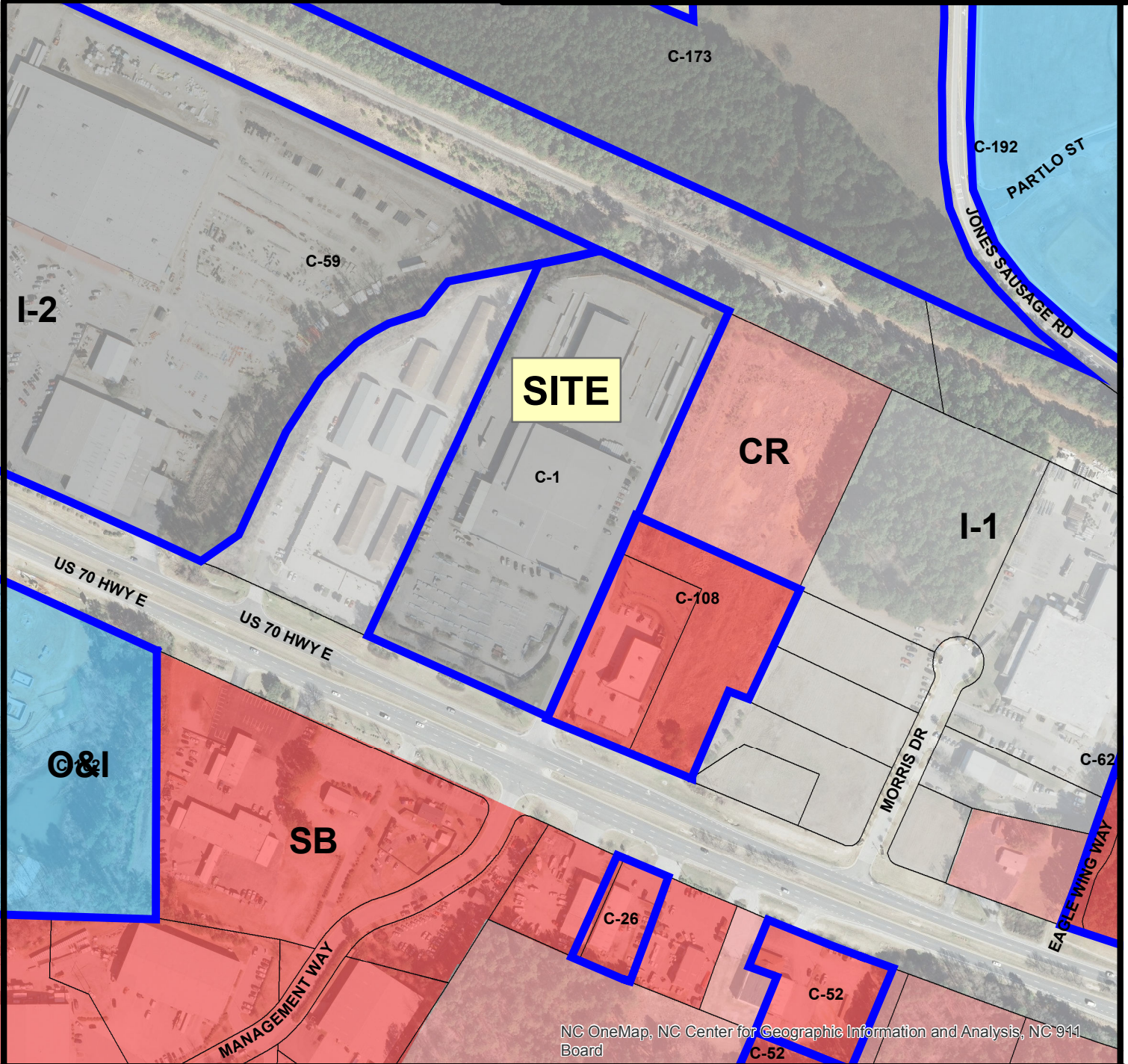
and therefore, deny Conditional Use Permit CUP-SP-17-20, DEH Self Storage.



# Town of Garner Planning Department

## Conditional Use Permit CUP-SP-17-20

0 250 500  
Feet



NC OneMap, NC Center for Geographic Information and Analysis, NC 914 Board

Project: DEH Garner Self Storage  
Applicant: DEH Garner LLC  
Owner: DEH Garner LLC  
Location: 525 US 70 HWY E  
Pin: 1721103109

Proposed Use: Self Storage  
Current Zoning: I-2 C1  
Acreage: 8.091  
Overlay: US 70 / 401

**TOWN OF GARNER  
CUP-SP-17-20 – DEH GARNER SELF STORAGE  
CONDITIONAL USE PERMIT**

<b>APPLICANT</b>	William G. Daniels & Associates, P. A. Attn: Bart McClain 1150 E. Maynard Road Cary, NC 27511
<b>LOCATION</b>	525 US 70 East
<b>USE</b>	Self-Storage Facility
<b>DATE ISSUED</b>	November 6, 2017

**I. COMPLETENESS OF APPLICATION**

The application is complete.

**II. COMPLIANCE WITH ORDINANCE REQUIREMENTS**

The application complies with all applicable requirements of the Unified Development Ordinance.

**III. GRANTING THE APPLICATION**

The application is granted, subject to the following conditions:

- 1) The applicant shall complete the development strictly in accordance with the plans submitted to and approved by this Town Council, a copy of which is filed in the Town Hall. Any deviations from or changes in these plans must be pointed out specifically to the administrator in writing and specific written approval obtained as provided in the Unified Development Ordinance.
- 2) If any of the conditions affixed hereto or any part thereof shall be held invalid or void, then this permit shall be void and of no effect.
- 3) All applicable permit approvals shall be obtained by the applicant.

**IV. SPECIFIC TO THE PROJECT**

None

Cc: DEH Garner LLC.  
Attn: Isabel Mattox  
P. O. Box 1475  
Kinston, NC 28503

Town of Garner  
Town Council Meeting  
Agenda Form

Meeting Date: November 6, 2017		
Subject: Planned Development Rezoning & Master Plan PD-Z-17-01 and PD-MP-17-01, Country Walk		
Location on Agenda: Public Hearings		
Department: Planning		
Contact: Jenny Saldi, Senior Planner		
Presenter: Jenny Saldi, Senior Planner and David Bamford, Planning Services Manager		
<b>Brief Summary:</b>  D.R. Horton, Inc. to develop 130.05 acres into a mixed-density community consisting of 215 single-family homes and 112 townhomes. Rezoning application PD Z 17-01 seeks to rezone this site from residential R-40, R-12, and RMH to Planned Residential Development Conditional Use (PRD C5). Case PD SB 17-01 shows the master plan for this proposed development. The site is located on Ackerman Road with frontage also on Hebron Church Road and can be further identified at Wake County PIN(s) 1629484983, 1629484691, 1629489823, 1629482824, 1629487400, 1629485029, 1629570956, 1629574326, 1629585022, 1629588476, 1629482110, 1629378711, and 1629475921.		
<b>Recommended Motion and/or Requested Action:</b> Adopt Ordinance (2017) 3887 and Master Plan		
Detailed Notes:		
Funding Source:		
Cost:	One Time: <input type="radio"/>	Annual: <input type="radio"/> No Cost: <input checked="" type="radio"/>
Manager's Comments and Recommendations:		
Attachments Yes: <input checked="" type="radio"/> No: <input type="radio"/>		
Agenda Form Reviewed by:	Initials:	Comments:
Department Head:	JT	
Finance Director:		
Town Attorney:		
Town Manager:	RD	
Town Clerk:		



**TO:** Mayor and Town Council

**FROM:** David Bamford, AICP; Planning Services Manager  
Jenny Saldi, ASLA; Senior Planner

**SUBJECT:** ***PD-Z-17-01, Planned Residential Development District***  
***PD-MP-17-01, Country Walk Master Plan***

**DATE:** November 6, 2017

---

### I. PROJECT AT A GLANCE

**Project Number(s):** PD-Z-17-01, Planned Residential Development (PRD)  
PD-MP-17-01, Country Walk

**Applicant:** DR Horton, Inc.

**Owner(s):** Garner Ackerman Road LLC; Millie Development Co LLC;  
Elaine K Knight; Gail K Hoover; Elizabeth P Seitz

**General Description -**

**Project Area & Location:** 130 +/- acres southwest of the intersection of Ackerman and Hebron Church roads

**Wake Count PIN(s):** 1629-48-4983, 1629-48-4691, 1629-48-9823, 1629-48-2824, 1629-48-7400, 1629-48-5029, 1629-57-0956, 1629-57-4326, 1629-58-5022, 1629-58-8476, 1629-48-2110, 1629-37-8711, 1629-47-5921

**Current Zoning:** Single-Family Residential (R-12 C135) and (R-40),  
Manufactured Home Park/Subdivision (RMH)  
*Swift Creek Conservation District (Overlay)*

**Requested Zoning:** Planned Residential District C5 (PRD C5)

**Proposed Use:** Residential with detached and attached homes

**Key Meeting Dates -**

**Planning Commission:** October 9, 2017

**Public Hearing:** November 6, 2017

## **II. BACKGROUND / REQUEST SUMMARY**

The applicant plans to develop this 130.5-acre site into a mixed-density residential development with a total of 327 dwelling units (215 single-family lots and 112 townhomes). See the companion master plan PD-MP-17-01. A project of a similar scale was approved in 2006 (CUP-SB 06-01 & CUD Z 06-01) as White Oak Farms for a single-family community with 198 lots. This project did not move forward. As part of the proposed Planned Residential Development application, conditions are proposed.

There are 4 types of Planned Development Districts:

1. Planned Unit Development
2. ***Planned Residential Development***
3. Traditional Neighborhood Development
4. Mixed Use Development.

The applicant is requesting the Planned Residential Development option. This is a development option allowing a mix of housing types within a comprehensively Planned Development, allowing a density bonus in return for provision of substantial landscaping, screening and buffering. Planned Residential Developments are permissible only on tracts of at least 15 contiguous acres. Preliminary approval of this request requires a two-step process:

1. The first step is Council approval of a rezoning petition and conditional use permit approval of a Concept Master Plan for the project. Planning Commission review of both of these items are a part of this report.
2. The second step is approval of a detailed development plan by Staff provided the plan is consistent with the zoning and master plan approved in Step 1.

## **III. ZONING ANALYSIS**

**Existing:** The existing zoning of the 130+/- acre site is approximately 10.1 acres of Single-Family Residential (R-40), approximately 5.3 acres of Manufactured Home Park/Subdivision (RMH) and approximately 115.2 acres of Single-Family Residential (R-12 C135).

The R-40 (Single-Family Residential) district allows low density single-family lots of at least 40,000 square feet (.92 acres). Properties zoned R-40 are typically in areas where municipal services are not readily available. Under this zoning, the 10.10 acres could accommodate approximately 7 dwelling units.

### ***The following is a list of permitted uses in the R-40 District:***

- |   |  |
|---|--|
| 1. Single-family site built and modular homes | 7. Community center  |
| 2. Residential Cluster                        | 8. Child day care up to 3 as home occ.                         |
| 3. Manufactured homes, Class A only           | 9. Family child day care up to 8 in home                       |
| 4. Family Care home                           | 10. School public or private                                   |
| 5. Group care home                            | 11. Public safety facilities (fire, police, rescue, ambulance) |
| 6. Intermediate care home                     | 12. Cemetery   |

- |   |  |
|---|--|
| 13. Public parks, swimming pools, tennis and golf courses | 18. Private golf course or country club  |
| 14. Religious institutions                                | 19. Horse stables and related facilities |
| 15. Minor utility—elevated water tank                     | 20. Bed and breakfast                    |
| 16. Telecommunications facility                           | 21. Agriculture or silvi-culture         |
| 17. Other major utility                                   |  |

The RMH (Manufactured Home Park/Subdivision) district provides for the development of manufactured home parks or manufactured home subdivisions in which class A, class B or class C manufactured homes may be located.

***The following is a list of permitted uses in the RMH District:***

- |   |  |
|---|--|
| 1. Single-family, site built and modular    | 7. Cemetery                                  |
| 2. Manufactured home parks and subdivisions | 8. Public parks, pools, tennis, golf courses |
| 3. Community center                         | 9. Religious institutions                    |
| 4. Child day care up to 3 as home occ.      | 10. Minor utility—elevated water tank        |
| 5. Family child day care up to 8 in home    | 11. Private golf course or country club      |
| 6. Public safety facilities                 | 12. Bed and breakfast                        |

The R-12 C135 (Single-Family Residential) district allows lots of at least 12,000 square feet (.28 acres). Under this zoning, the property could accommodate approximately 292 dwelling units with public water and sewer.

***The following is a list of permitted uses in the R-12 C135 District:***

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

***The following is a list of site conditions for the R-12 C-135 District:***

1. The minimum heated square footage for each home is 2,250 square feet.
2. Overall project density shall not exceed 1.8 dwelling units per acre.
3. No slab on grade construction shall be allowed.
4. The average lot size will be a minimum of 13,000 square feet.
5. A minimum of 50% of the homes will have a 2-car garage.
6. A recreation site will be provided with a minimum of a 25-meter Junior Olympic swimming pool, a cabana with bathrooms and changing areas and a tot lot. Construction of this facility will start no later than the time the 75<sup>th</sup> certificate of occupancy is obtained.

**Proposed:** The proposed zoning district is Planned Residential Development District C5 (PRD C5). Planned Development districts are a flexible type of zoning application designed as a conditional use zoning district that is intended to encourage innovative land planning and site designs that achieve a level of environmental sensitivity, aesthetics, and quality development.

***The following is a list of permitted uses for the proposed Planned Residential Development (PRD C5) district:***

1. Single-family detached
2. Townhomes
3. Recreational amenities

***The following are additional conditions proposed for the site (PRD C5).***

1. Use of the property shall be limited to residential housing and associated amenities.
2. The maximum density shall not exceed 2.6 dwelling units per acre without modifications to the Master Plan as outlined in this document, the Country Walk Design Guidelines & Standards.
3. An Architectural Review Committee shall be created prior to the first final plat to review approve, prior to any Town of Garner review, proposals for internal development including architecture, building placement, signage and landscaping per the Country Walk Design Guidelines & Standards.
4. Roll curb and gutter shall be utilized throughout the neighborhood on all Town of Garner Public Streets.
5. A deviation of greater than 20% is requested regarding Section 6.12.A single family lot sizes in PRD developments. This section requires sixty percent (60%) of all single-family lots to be at least 12,000 SF and forty percent (40%) meeting a 9,000 SF lot size. 215 single family lots are proposed. A deviation allowing sixty-two percent (62%) of single family lots to be 6,750 SF or larger instead of 12,000 SF is proposed, an approximate 44% reduction and thirty-eight percent (38%) of single family lots to be 6,750 SF or larger instead of 9,000 SF, an approximate 25% reduction. Having smaller lots reduces the required yard maintenance by homeowners and preserves greater recreation and usable open space areas and common space areas. Increased safety of residents and encouraging interactions between neighbors builds a tighter knit community.
6. A deviation of greater than 20% is requested for Section 6.12.A building setbacks for a PRD development. Lot setbacks are outlined to follow the requirements for the R-12 zoning district. R-12 setbacks are as follows: Front-30', Rear-20', Side 6' minimum, 15' combined minimum, Corner Side-20'. Proposed setbacks for the detached single family lots are as follows: Front-20' (a 33% reduction), Rear-20', Side 5' (a 33% reduction), Corner Side-12' (a 40% reduction). For the attached townhomes, lot setbacks are as follows: Front-35', Rear-25', Side-15', Corner Side-25'. Proposed setbacks are as follows: Front-20' (a 43% reduction), Rear-20' (a 20% reduction), Side 5' (a 67% reduction), Corner Side-10' (a 60% reduction). In addition, the attached townhomes shall comply with the building triangulation method found in Section

- 6.10.E. A safer, more secure environment and better communications between neighbors is a benefit of utilizing reduced building setbacks.
7. A deviation of greater than 20% is requested for Section 8.2.L.2.d regarding cul-de-sac lengths for a residential subdivision. The maximum allowable length requirement is 500 feet. An increase in length for Travel Trail, the street located in the townhome section heading north towards the Ackerman Road and Hebron Church Road intersection is requested. Because of the proximity to the intersection and adjacent Duke Energy Progress power facility, a cul-de-sac length of 690 feet is requested, a 38% percent increase.
  8. Neighborhood Recreation Amenity Area shall be constructed with the first phase. Pool shall be a minimum of 2,000 square feet and clubhouse shall be a minimum of 1,775 square feet. Neighborhood Recreation Amenity Area shall be started when construction of the model homes commences and shall be completed within 18 months.

**Overlays:** The overlay district provides regulations to protect the water quality in this watershed by requiring limits on the amount of impervious surface areas permissible for new residential and non-residential development.

1. New single family detached residential subdivision development projects shall be limited to a maximum of 30% total impervious surface area.
2. New multi-family residential development projects defined to include townhomes, condominiums, apartments, or other attached multi-family housing units as determined by the Planning Director, shall be limited to a maximum of 50% total impervious surface area.
3. New non-residential development projects shall be limited to a maximum of 70% of total of impervious surface area.

**Zoning History:** The Planning Department’s rezoning database contains the following rezoning cases in the vicinity of this property:

Case	Applicant	Location	Zoning Change
Z 87-09	John G. Peck	Bingham Station site	R-5 to R-40 (denied)
Z-95-04	Stephen Polkinghorne	2055 Ackerman Rd (east of zoning site)	R-40 to R-5
CUDZ 98-11	Troy Hall	Hebron Church Rd	R-40 to R5 C85
PD Z-04-01	KB Homes	Bingham Station site	R-5 to PCD-1
CUDZ-06-01	Glennjan LLC	White Oak Farms	R-40 to R-12 C135
CUDZ-06-02	Esther Long	Lynwood Estates Subdivision	R-40 to R-12 C136
CUDZ-06-08	Esther Long	Tunbridge Subdivision	R-40 to R-12 C142
CUDZ-16-08	Hopper Communities	Clifford Road	R-40 to R-9 C188

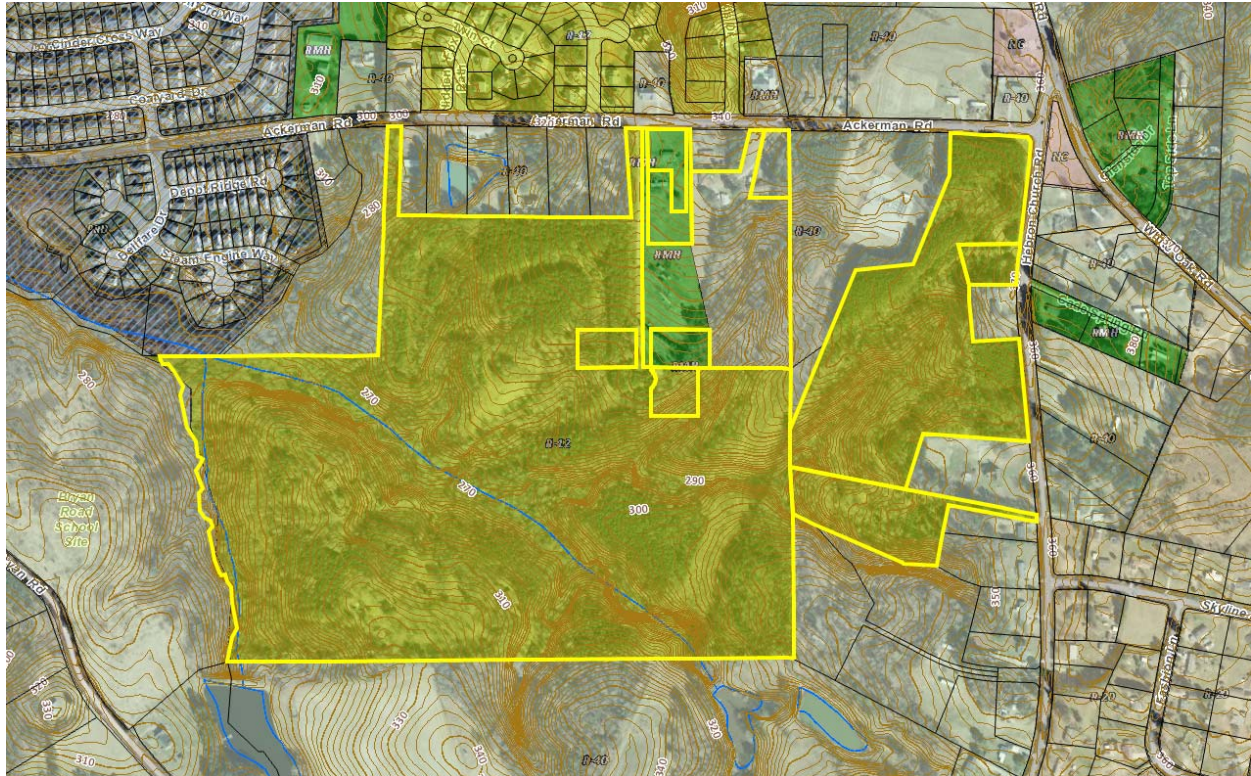
\* Note: R-5 was the Manufactured Home Zoning District under the previous version of the *Land Use Ordinance*. All R-5 districts were re-named to RMH in the *Unified Development Ordinance*, effective October 1, 2003.

**Adjacent Zoning and Land Use:**

<b>North:</b>	PRD C1, R-40, R-12, RMH	Residential
<b>South:</b>	R-40	Residential, Agriculture
<b>East:</b>	R-40, R-12, RMH	Residential
<b>West:</b>	PRD C1, R-40	Residential, School

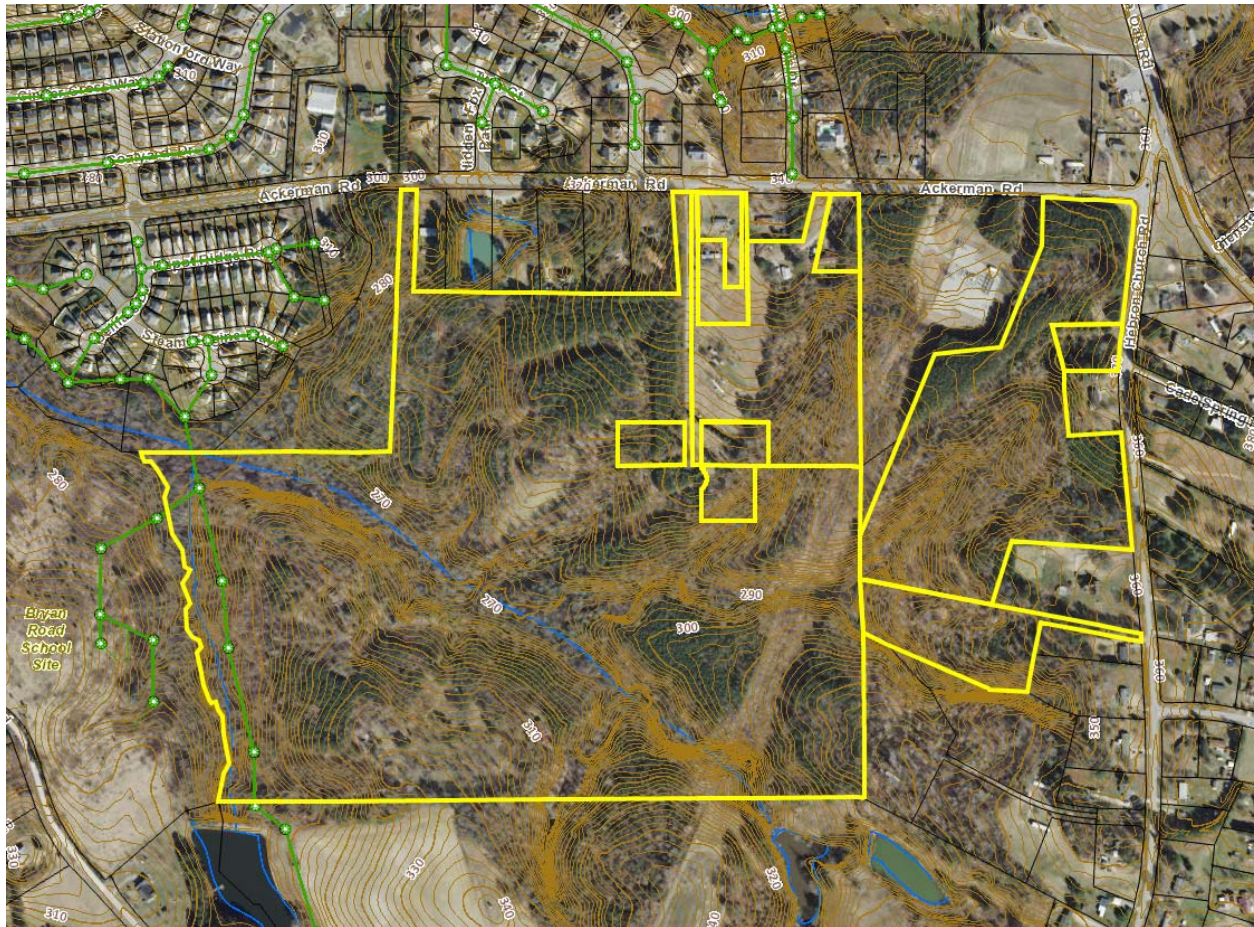
**Overall Neighborhood Character:**

The character of this area of the community has transitioned over the last 10-15 years from rural to a more urban density in some areas. While some rural tracts remain, there are development pressures. This is a result of sewer extensions in the area that serve the existing neighborhoods, in addition to the development of Bryan Road Elementary School south of this project site. The new South Garner High School is also in the general vicinity so the larger area is expected to become more urbanized in the coming years.



#### **IV. INFRASTRUCTURE ANALYSIS**

**Water/Sewer:** Water and sewer are available. Sewer availability is subject to the Town’s Sewer Allocation Policy. Water is available along Ackerman Road. There is an 8” sewer main along the western portion of the project site. The City of Raleigh has reviewed and given preliminary approval of the utility plan. Approved construction drawings are required. Water and sewer will be extended to and through the site allowing utility connections as adjacent properties develop.



#### **Transportation/Access:**

**Thoroughfares:** The rezoning site has approximately 1,000 feet of frontage along Ackerman Road. Ackerman Road in this vicinity is a 2-lane facility with a 60-foot right-of-way. It is classified as a Future Minor Thoroughfare on the 2010 Garner Transportation Plan and is maintained by NCDOT (State Road # 2709). This section of roadway has approximately 1,700 vehicle trips per day (NCDOT 2015).

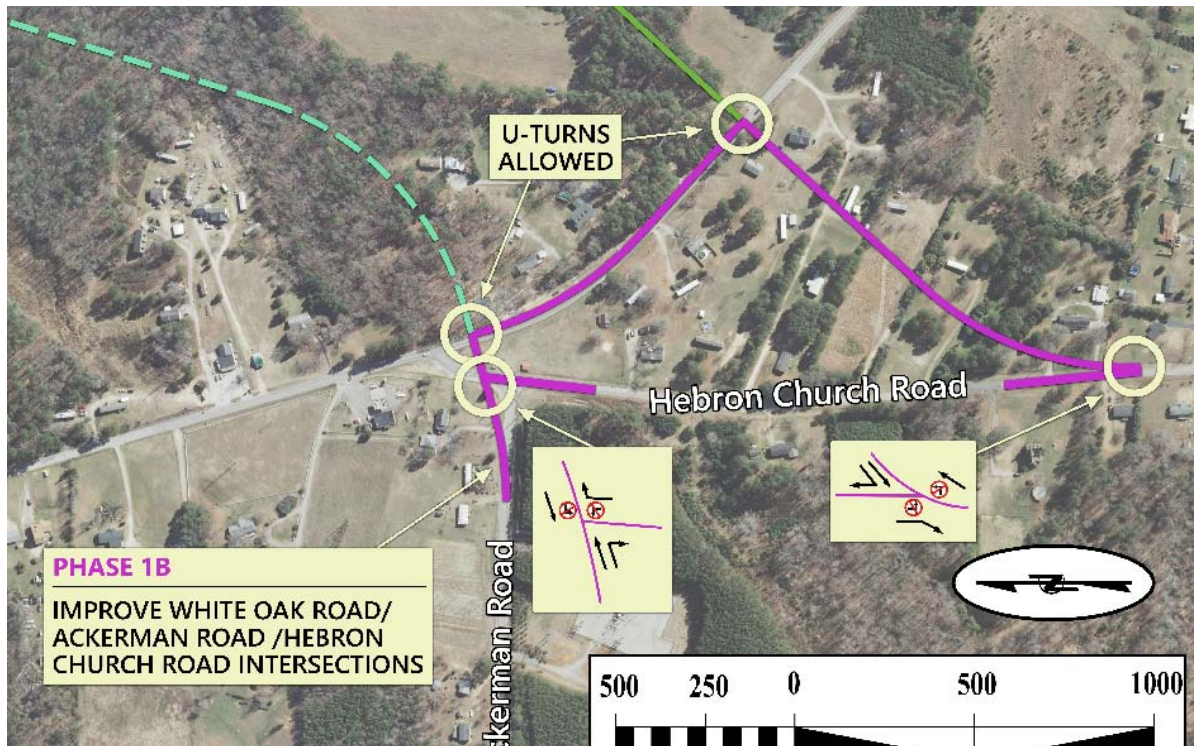
In addition, the site has approximately 1,050 feet of frontage along Hebron Church Road. Hebron Church Road in this vicinity is a 2-lane facility with a 60-foot right-of-way. It is classified as a Minor Thoroughfare on the 2010 Garner Transportation Plan and is

maintained by NCDOT (State Road # 2547). The Average Daily Traffic count was estimated at 2,400 trips per day for Hebron Church Road in 2015 (NCDOT 2015).

Road improvements as part of this development will be required along both Ackerman Road and Hebron Church Road (curb, gutter, sidewalks, turn lanes).

This number of dwelling units requires three points of access, of which the third may be a stub to future development. This master plan considers multiple stubs as well as connection of the sites trail system to the Bryan Road Elementary School walking trail.

The site has also been reviewed against and is in harmony with the recommendations of the Southeast Area Study as shown in Phase 1B in the graphic below.



**Traffic Generation:** The applicant seeks to develop the site into 327 dwelling units (215 single-family lots and 112 townhomes). See Section V of this report for more information. This project when fully built out could generate approximately 3,129 trips per day to and from the site (Trip Generation by MicroTrans software).

Approximately 115 acres of this project site are currently zoned R-12 C135 which would allow approximately 292 dwelling units. So this rezoning proposal to PRD C5 would increase the number of dwelling units by 35 and 335 trips per day (Trip Generation by MicroTrans software).

A TIA was required for this proposal. It has been reviewed by NCDOT’s Congestion Management Unit with additional off-site improvements to the southbound right turn lane from White Oak Road on to Hebron Church Road required.



## **V. MASTER PLAN PROJECT DATA**

**Acreage:** 129.10 acres

**Lot numbers:** Current zoning would allow a maximum of 470 lots.  
Proposed zoning would allow a maximum of 750 lots.  
337 lots are proposed; of those 215 are single family detached homes and 122 are townhomes.

**Lot Standards:** Dimensional standards identified in Article 6 of the UDO may be varied with the development proposed in the master plan (Article 4.7). These deviations must be approved by Town Council. The applicant has requested deviations from lot size and setbacks as described in the zoning conditions listed on Page 59 of the document and Sheet 3.0 of the site plan.

Required lot sizes:

- 12,000 sq ft min (60% of total number of lots)
- 9,000 sq ft min (40%)

Proposed lot sizes:

- 6,750 sq ft min

Required/Proposed setbacks:

R-12/PRD

- Front: 30/20
- Rear: 20/20
- Side: 6 minimum and 15 combined/5
- Corner side: 20/12

Townhomes/PRD

- Front: 35/20
- Rear: 25/20
- Side: 15/5
- Corner side: 25/12

**Design Guidelines:** Refer to the Country Walk Design Guidelines and Standards

**Landscape and Buffer Requirements:**

The master landscape plan (Sheet 5.0) reflects compliance with the street tree and perimeter buffer planting requirements.

- **Street Buffers:** The master landscape plan proposes an enhanced streetscape along Ackerman and Hebron Church Roads providing privacy for adjacent lots and an identity for the development.
- **Perimeter Buffers:** A 25-foot buffer is required around the perimeter of a planned residential development. A 35-foot perimeter buffer is required where the townhomes abut single-family homes.

**Parks and Recreation:**

Planned Residential Developments are required to provide a minimum of 25% of open space. Sheet 3.0 shows a total of 27% recreation and useable open space.

Private walking trails traverse through and around the open space and common areas, connecting to sidewalks and the trail on the adjacent Bryan road Elementary School.

A 50-foot public greenway easement has been provided along the transmission lines as part of a larger Wake County network.

A private amenity area with clubhouse and pool is planned. A separate site plan is required for this area to insure compliance with the UDO.

A fee-in-lieu of parkland dedication is recommended.

**Parking Spaces:**

Required parking is based on two per dwelling unit. Townhomes require additional parking for visitors at 1 space per 4 dwelling units.

**Floodplain:**

This site does not contain a FEMA designated floodplain. It does contain several Neuse River riparian buffers for which road crossings must be approved by the State.

**Fire Protection:**

The plan has been reviewed by the Inspections Department and given preliminary approval. Separate preliminary subdivision plans must be submitted for staff approval prior to construction drawing submittals.

**Storm Water Management:**

This proposed project is subject to nitrogen and quantity requirements. The proposed development will have to be designed with storm water bmp's to handle detention of the 1, 10 and 25-year storm events along with reducing nitrogen. The site is also within the Swift Creek Conservation Overlay District which sets maximum impervious limits at 30% for single family and 50% for multi-family. Payment to a private mitigation bank will also be required to bring the overall project into compliance with the Neuse Rules.

**VI. STATEMENTS OF ZONING CONSISTENCY WITH THE COMPREHENSIVE PLAN**

**2006 Comprehensive Growth Plan:**

The northeast portion of the site is located nearest the center (the core) of the Neighborhood Activity Center located at the intersection of Hebron Church and White Oak roads. Subsequent rings designated as Primary Residential Areas and Secondary Residential Areas cross the property as one moves south and west of the core.

The approximate acreage of the rezoning site in each land use designation is as follows:

- Neighborhood Core – 5 acres
- Primary Residential Area – 90 acres
- Secondary Residential Area – 35 acres

The Neighborhood Core is designed to serve the daily needs of the surrounding residential population. These centers are pedestrian scaled with a limited mixed use area at the center. Recommended residential density in the core is a maximum of 9 dwelling units per acre. Recommended zoning districts include: CBD, NC, O&I, NO, MF2, MF1, MXD, TND, PUD, and R9.

The Primary Residential Area surrounds the core and is designed to accommodate medium density residential (3 to 9 dwelling units per acre) with limited office use. The recommended zoning districts include: NO, MF1, R9, R12, TND, PRD, and PUD.

The Secondary Residential Area and is designed to accommodate medium to low density residential (1-3 units per acre). The recommended zoning districts include: R-12, R-15, R-20, R-40, and RMH.

Because the PRD district is recommended within the Primary Residential Area which constitutes the largest portion of the rezoning site, the requested zoning change from R-12 C135, R-40, and RMH to Planned Residential Development C5 (PRD C5) is consistent with the recommendations of the Comprehensive Growth Plan.

## **VII. STATEMENTS OF MASTER PLAN CONSISTENCY WITH TOWN PLANS AND POLICIES**

### **2006 Comprehensive Growth Plan:**

The northeast portion of the site is located nearest the center (the core) of the Neighborhood Activity Center located at the intersection of Hebron Church and White Oak roads. Subsequent rings designated as Primary Residential Areas and Secondary Residential Areas cross the property as one moves south and west of the core. Residential uses associated with these three (3) land use designations are recommended to decline in recommended densities and the plan is reflective of that recommendation and may therefore be found consistent with the Comprehensive Growth Plan.

### **2010 Garner Transportation Plan:**

A review of the Transportation Plan shows that both Ackerman and Hebron Church roads are designated as minor thoroughfares with Ackerman Road being a 3-lane cross-section and Hebron Church Road being a 2-lane cross-section. A thoroughfare designation also requires sidewalks to be provided on both sides of the road. Since needed right-of-way dedication is being made and required improvements are shown to be constructed, this master plan may therefore be found consistent with the Transportation Plan.

### **Parks & Recreation, Open Space & Greenways Master Plan:**

A review of the Parks and Recreation, Open Space and Greenways Master Plan revealed a recommended greenway along and within the vicinity of the Duke Energy Progress transmission line easement. The site plan incorporates this greenway recommendation into the overall pedestrian and green space network within the site, dedicating the necessary public right-of-way and grading for future widening to public greenway standards. Therefore, this project, as proposed, may be found consistent with the Parks & Recreation, Open Space & Greenways Master Plan.

### **Unified Development Ordinance Regulations:**

After sufficient review and plan revisions, it is found that this master plan, as currently proposed, is consistent with the regulations of the Unified Development Ordinance.

## **VIII. PLANNING COMMISSION REVIEW AND RECOMMENDATION**

**Zoning:** The Planning Commission reviewed this request at their October 9, 2017 meeting, accepted staff's statements regarding zoning consistency with the Comprehensive Growth Plan, detailed in Section VI of this report, as their own and voted unanimously to recommend approval of PD-Z-17-01.

### **Conditional Use Permit – Master Plan:**

Two of the five conditions are a result of public comment during the public meeting. The property owner to the south was concerned about residents accessing his property which contains a pond. The Commission requested a meeting between the applicant and the property owner to discuss installing a fence. Although a fence has been shown, it is unclear if all are in agreement. A second citizen asked about the plans for an existing cemetery on site. The applicant stated the cemetery will be protected. The recommended condition will insure this is reflected on the subdivision plan that follows the master plan.

The Planning Commission also accepted staff's statements regarding master plan consistency as their own, being detailed in Section VII of this report, and voted unanimously to recommend approval of PD-MP-17-01, Country Walk Planned Residential Development with the five site specific conditions listed on the attached permit.

**IX. COUNCIL MOTION WORKSHEETS**

*NOTE: Two separate motions and vote are required.*

**REZONING ACTION MOTION WORKSHEET**

**Choose one (1) of the following three (3) options:**

- ( ) 1. Find **Consistent** with the Comprehensive Plan and **Approve**:

“I move that the Town Council accept staff’s statements regarding zoning consistency with the Comprehensive Growth Plan, detailed in Section VI of this report, as our own; and I therefore move further that the Town Council accept the recommendation of the Planning Commission and adopt Ordinance No. \_\_\_\_\_ approving rezoning request number PD-Z-17-01.”

- ( ) 2. Find **Inconsistent** with the Comprehensive Plan and **Deny**:

“I move that the Town Council find the rezoning request inconsistent with the Comprehensive Growth Plan for the following reason(s):

(1) \_\_\_\_\_  
\_\_\_\_\_;

(2) \_\_\_\_\_  
\_\_\_\_\_;

(3) \_\_\_\_\_  
\_\_\_\_\_;

and therefore, I move further that the Town Council reject the recommendation of the Planning Commission and deny rezoning request number PD-Z-17-01.”

- ( ) 3. Find **Inconsistent** with the Comprehensive Plan and **Approve**:

“I move that the Town Council find that although the rezoning request is inconsistent with the Comprehensive Growth Plan for the following reason(s):

(1) \_\_\_\_\_  
\_\_\_\_\_;

(2) \_\_\_\_\_  
\_\_\_\_\_;

(3) \_\_\_\_\_  
\_\_\_\_\_;

it is reasonable and in the public interest because it will likely (*check as many as appropriate*)

( ) allow the development of an appropriate density of housing in the area in which it is located;

( ) allow appropriate types of business at the described location which will provide opportunities for access to goods and/or services useful to the surrounding area;

( ) allow appropriate types of business at the described location which will provide employment opportunities for citizens;

( ) allow the types of businesses at the described location which will enhance the Town's economic development;

( ) allow the types of businesses at the described location which will likely enhance the Town's tax base;

( ) \_\_\_\_\_  
\_\_\_\_\_;

( ) \_\_\_\_\_  
\_\_\_\_\_;

and therefore, I move further that the Town Council adopt Ordinance No. \_\_\_\_\_ approving rezoning request number PD-Z-17-01, and in so doing, also amend the Town's Comprehensive Growth Plan from designating the subject property as Primary Residential Area to...

(*fill in with appropriate area designation*) \_\_\_\_\_."

## **MASTER PLAN ACTION WORKSHEET**

**Approve:** I move that the Council accept the staff statements regarding plan consistency in Section VII of this report as our own and find the application meets the 10 permit criteria in Section 3.14.D. and therefore approve Planned Residential Development Master Plan – PRD-MP-17-01, Country Walk, with the three (3) standard conditions and five (5) site specific conditions listed on the attached permit.

**Optional (conditions – mark, fill in and read all that apply):** ...and including the following reasonable conditions necessary to address the impacts of the proposed development on:

- \_\_\_\_ adjoining property,
- \_\_\_\_ the existing natural and man-made features of the site,
- \_\_\_\_ off-site and on-site traffic flow,
- \_\_\_\_ public utilities,
- \_\_\_\_ such other public services or goals of the Comprehensive Growth Plan or the Transportation Plan that may be negatively impacted by the proposed development (*enumerate plan services/goals*):

\_\_\_\_\_  
\_\_\_\_\_

**Condition #1:**

\_\_\_\_\_

**Condition #2:**

\_\_\_\_\_

**Condition #3, (etc.):**

\_\_\_\_\_

or

**Deny:** I move that the Council find the application does not meet one or more of the criteria in Section 3.14.D. for granting a special use permit,

***(Check and read all that apply – include stated reason/evidence)***

- \_\_\_\_ 1. The proposed use will endanger the public health or safety because/as evidenced by \_\_\_\_\_;



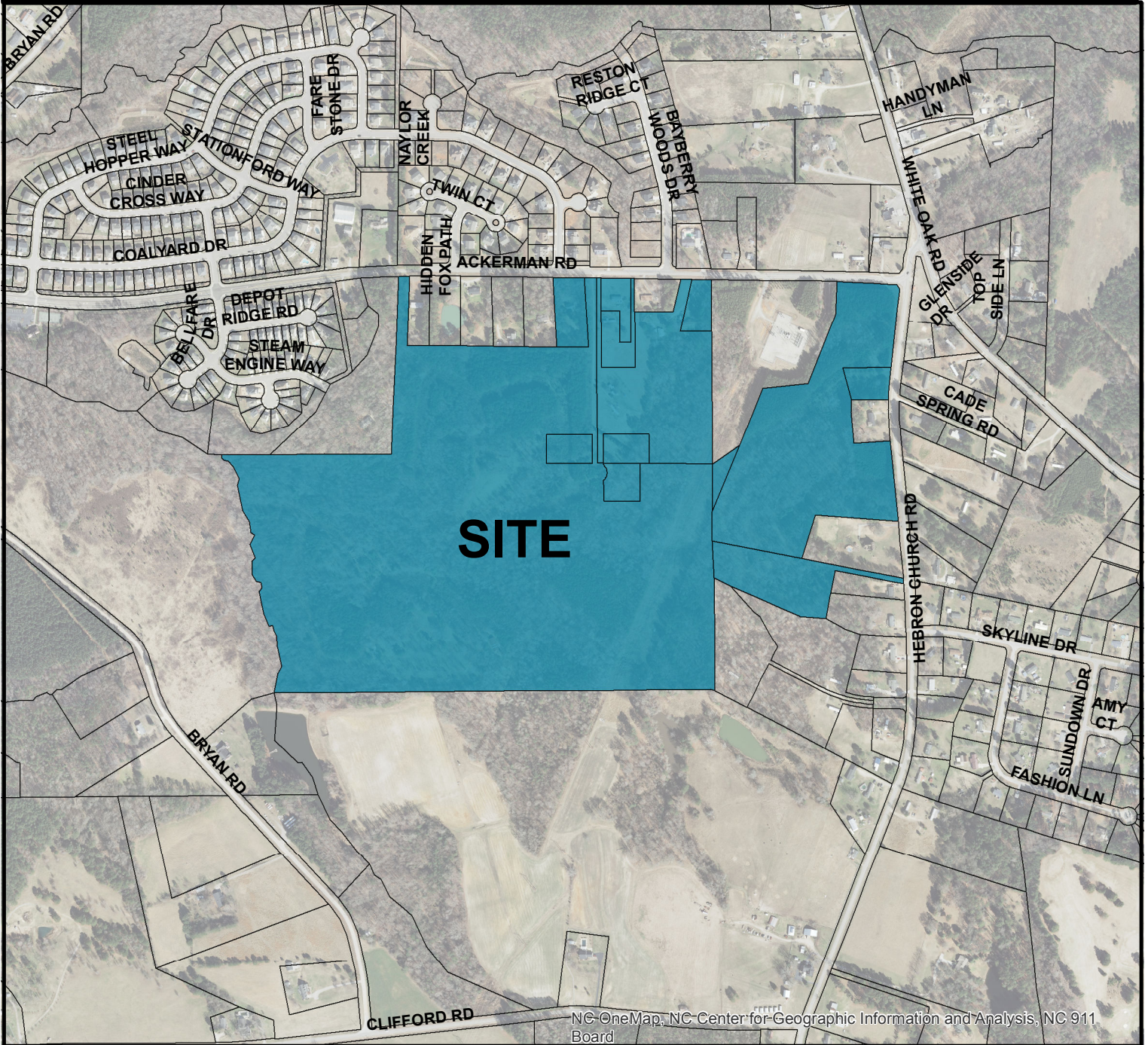
- \_\_\_ 2. The proposed use will substantially injure the value of adjoining or abutting property;  
*because/as evidenced by* \_\_\_\_\_;
- \_\_\_ 3. The proposed use does not comply with all applicable provisions of this UDO;  
*because/as evidenced by* \_\_\_\_\_;
- \_\_\_ 4. If completed as proposed, the development will not comply with all requirements of this section;  
*because/as evidenced by* \_\_\_\_\_;
- \_\_\_ 5. The proposed use will not be compatible with the proximate area in which it is to be located;  
*because/as evidenced by* \_\_\_\_\_;
- \_\_\_ 6. The proposed use is inconsistent with the Transportation Plan, other relevant adopted plans and policies, and the stated purpose and intent of this UDO (the fact that the use is permitted under certain circumstances in the zoning district creates a rebuttable presumption that the proposed use is in harmony with the intent of the UDO as relates to the general zoning plan);  
*because/as evidenced by* \_\_\_\_\_;
- \_\_\_ 7. The proposed use is incompatible with adjacent uses in terms of building scale, site design, buffering and screening, operating characteristics (hours of operation, traffic generation, lighting, noise, odor, dust, and other external impacts);  
*because/as evidenced by* \_\_\_\_\_;
- \_\_\_ 8. Any significant adverse impacts resulting from the use will not be mitigated or offset, including impacts on the natural environment;  
*because/as evidenced by* \_\_\_\_\_;
- \_\_\_ 9. The public safety, transportation and utility facilities and services will not be available to serve the subject property while maintaining sufficient levels of service for existing development;  
*because/as evidenced by* \_\_\_\_\_;
- \_\_\_ 10. Adequate assurances of continuing maintenance have not been provided;  
*because/as evidenced by* \_\_\_\_\_;

and therefore, deny Planned Residential Development Master Plan – PRD-MP-17-01, Country Walk.

**Town of Garner  
Planning Department**

**Planned Development Applications  
PD-MP-17-01 & PD-Z-17-01**

0 800 1,600 Feet



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

Project: Country Walk  
 Owner: Garner Ackerman Road LLC  
 Millie Development Co LLC; Elaine K Knight;  
 Elizabeth Seitz; Gail Hoover  
 Applicant: DR Horton, Inc  
 PIN: 1629484983, 1629484691, 1629489823,  
 1629482824, 1629487400, 1629485029,  
 1629570956, 1629574326, 1629585022,  
 1629588476, 1629482110, 1629378711,  
 1629475921

Case: PD-Z-17-01  
 Current Zoning: R-12, R-40, RMH (Residential)  
 Proposed Zoning: PRD C5 (Residential)  
 Project Acreage: 130.05  
 Overlay: None

Case: PD-MP-17-01  
 Existing: Residential, / vacant / farm  
 Proposed: Master Plan (327 dwelling units)

Return to:  
Stella Gibson  
Town of Garner  
900 7<sup>th</sup> Avenue  
Garner, NC 27529

**ORDINANCE NO. (2017) 3887**

**AN ORDINANCE AMENDING THE TEXT OF THE GARNER UNIFIED DEVELOPMENT ORDINANCE TO CREATE A NEW CONDITIONAL USE ZONING DISTRICT AND TO AMEND THE OFFICIAL ZONING MAP TO APPLY THE NEW ZONING CLASSIFICATION**

WHEREAS, The Town Council has received a petition requesting that a new conditional use zoning district be established and that this new district classification be applied to the applicant's property.

WHEREAS, the Town Council is authorized by the Town Charter to establish conditional use zoning districts:

NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF GARNER ORDAINS:

Section 1. That the Official Zoning Map of the Town of Garner and Extraterritorial Jurisdiction be amended by changing the zoning classification of the property described below from its present zoning to that requested by DR Horton, Inc. in Rezoning Application No. **PD-Z-17-01**.

Section 2. There is hereby created a new conditional use zoning district, to be known as the **Planned Development District C5 (PD C5)**. All of the regulations that apply to property within the **Planned Development C5 (PD C5)** zoning district shall be applicable and that all other uses are prohibited except those that are listed as permissible shall require a conditional use permit:

**The following is a list of permitted uses for the Planned Residential Development district:**

1. Single-family detached
2. Townhomes
3. Recreational amenities

**The following are additional zoning conditions proposed for the site.**

1. Use of the property shall be limited to residential housing and associated amenities.

2. The maximum density shall not exceed 2.6 dwelling units per acre without modifications to the Master Plan as outlined in this document, the Country Walk Design Guidelines & Standards.
3. An Architectural Review Committee shall be created prior to the first final plat to review approve, prior to any Town of Garner review, proposals for internal development including architecture, building placement, signage and landscaping per the Country Walk Design Guidelines & Standards.
4. Roll curb and gutter shall be utilized throughout the neighborhood on all Town of Garner Public Streets.
5. A deviation of greater than 20% is requested regarding Section 6.12.A single family lot sizes in PRD developments. This section requires sixty percent (60%) of all single-family lots to be at least 12,000 SF and forty percent (40%) meeting a 9,000 SF lot size. 215 single family lots are proposed. A deviation allowing sixty-two percent (62%) of single family lots to be 6,750 SF or larger instead of 12,000 SF is proposed, an approximate 44% reduction and thirty-eight percent (38%) of single family lots to be 6,750 SF or larger instead of 9,000 SF, an approximate 25% reduction. Having smaller lots reduces the required yard maintenance by homeowners and preserves greater recreation and usable open space areas and common space areas. Increased safety of residents and encouraging interactions between neighbors builds a tighter knit community.
6. A deviation of greater than 20% is requested for Section 6.12.A building setbacks for a PRD development. Lot setbacks are outlined to follow the requirements for the R-12 zoning district. R-12 setbacks are as follows: Front-30', Rear-20', Side 6' minimum, 15' combined minimum, Corner Side-20'. Proposed setbacks for the detached single family lots are as follows: Front-20' (a 33% reduction), Rear-20', Side 5' (a 33% reduction), Corner Side-12' (a 40% reduction). For the attached townhomes, lot setbacks are as follows: Front-35', Rear-25', Side-15', Corner Side-25'. Proposed setbacks are as follows: Front-20' (a 43% reduction), Rear-20' (a 20% reduction), Side 5' (a 67% reduction), Corner Side-10' (a 60% reduction). In addition, the attached townhomes shall comply with the building triangulation method found in Section 6.10.E. A safer, more secure environment and better communications between neighbors is a benefit of utilizing reduced building setbacks.
7. A deviation of greater than 20% is requested for Section 8.2.L.2.d regarding cul-de-sac lengths for a residential subdivision. The maximum allowable length requirement is 500 feet. An increase in length for Travel Trail, the street located in the townhome section heading north towards the Ackerman Road and Hebron Church Road intersection is requested. Because of the proximity to the intersection and adjacent Duke Energy Progress power facility, a cul-de-sac length of 690 feet is requested, a 38% percent increase.
8. Neighborhood Recreation Amenity Area shall be constructed with the first phase. Pool shall be a minimum of 2,000 square feet and clubhouse shall be a minimum of 1,775 square feet. Neighborhood Recreation Amenity Area shall be started when construction of the model homes commences and shall be completed within 18 months.

Section 3. The official Zoning Map of the Town of Garner is amended by changing the zoning classification of the property identified below and as shown on a map in application file:

Owner(s)	Tract No.	Existing Zoning	New Zoning
Garner Ackerman Road LLC; Millie Development Co LLC; Elaine K Knight; Gail K Hoover; Elizabeth P Seitz	1629-48-4983, 1629-48-4691, 1629-48-9823, 1629-48-2824, 1629-48-7400, 1629-48-5029, 1629-57-0956, 1629-57-4326, 1629-58-5022, 1629-58-8476, 1629-48-2110, 1629-37-8711, 1629-47-5921	Residential 12 (R-12 C135), R-40, RMH	Planned Development C5 (PD- C5)

Section 4. The Planning Department shall change the Official Zoning Map displayed for the public to reflect this change immediately following adoption of this ordinance. In addition, a copy of this ordinance shall be filed in the Planning Department.

Section 5. All provisions of any town ordinance in conflict with this ordinance are repealed.

Section 6. That the Town Clerk shall cause a duly certified copy of this ordinance to be recorded in the office of the Wake County Register of Deeds.

Section 7. This ordinance shall become effective upon adoption.

Duly adopted this 6<sup>th</sup> day of November 2017.

---

Ronnie S. Williams, Mayor

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

**TOWN OF GARNER  
PD-MP-17-20 – COUNTRY WALK  
CONDITIONAL USE PERMIT**

<b>APPLICANT</b>	D.R. Horton Attn: Frank Reynolds 2000 Aerial Center Parkway Suite 110 Morrisville, NC 27560
<b>LOCATION</b>	Ackerman Road with frontage also on Hebron Church Road
<b>USE</b>	Residential Planned Development
<b>DATE ISSUED</b>	November 6, 2017

**I. COMPLETENESS OF APPLICATION**

The application is complete.

**II. COMPLIANCE WITH ORDINANCE REQUIREMENTS**

The application complies with all applicable requirements of the Unified Development Ordinance.

**III. GRANTING THE APPLICATION**

The application is granted, subject to the following conditions:

- 1) The applicant shall complete the development strictly in accordance with the plans submitted to and approved by this Town Council, a copy of which is filed in the Town Hall. Any deviations from or changes in these plans must be pointed out specifically to the administrator in writing and specific written approval obtained as provided in the Unified Development Ordinance.
- 2) If any of the conditions affixed hereto or any part thereof shall be held invalid or void, then this permit shall be void and of no effect.
- 3) All applicable permit approvals shall be obtained by the applicant.

**IV. SPECIFIC TO THE PROJECT**

1. A petition for annexation shall be submitted to the Planning Department prior to recordation of the first final plat for the subdivision.
2. A fee-in-lieu of parkland dedication shall be posted to the Town of Garner prior to issuance of each individual residential building permit.

3. The Developer shall be responsible for all transportation improvements required by NCDOT.
4. The applicant shall meet with Mr. Bryan, the property owner of Wake County PIN 1629-46-3052, to discuss installing a fence on the property line. The agreed to fence shall be shown on plans presented to Town Council.
5. The existing cemetery on site, with access provided, shall be reflected on the subdivision plan submitted for staff review.

Cc: Timmons Group  
Attn: Jim Chandler  
5410 Trinity Road  
Suite 102  
Raleigh, NC 27607

Town of Garner  
Town Council Meeting  
Agenda Form

Meeting Date: November 6, 2017		
Subject: Annexation Case # ANX-17-06, Martin Marietta		
Location on Agenda: Public Hearings		
Department: Planning		
Contact: David Bamford, AICP; Planning Services Manager		
Presenter: David Bamford, AICP; Planning Services Manager		
Brief Summary:  This is a request for annexation of 2500 Waterfield Drive, a Martin Marietta office / warehouse development that was approved on July 6, 2017 (SUP-SP-17-06).		
Recommended Motion and/or Requested Action: Adopt Ordinance (2017) 3888		
Detailed Notes:		
Funding Source:		
Cost:	One Time: <input type="radio"/>	Annual: <input type="radio"/> No Cost: <input checked="" type="radio"/>
Manager's Comments and Recommendations: N/A		
Attachments Yes: <input checked="" type="radio"/> No: <input type="radio"/>		
Agenda Form Reviewed by:	Initials:	Comments:
Department Head:	JT	
Finance Director:		
Town Attorney:		
Town Manager:	RD	
Town Clerk:		



## Planning Department Memorandum

---

**TO:** Mayor and Town Council

**FROM:** David Bamford, AICP; Planning Services Manager

**SUBJECT:** ***ANX-17-06: Martin Marietta***

**DATE:** November 6, 2017

---

**ANNEXATION APPLICATION:** ANX 17-06

**OWNER:** Martin Marietta

**CONTIGUOUS / SATELLITE:** Contiguous

**LOCATION OF PROPERTY:** 2500 Waterfield Drive (White Oak Business Park)

**WAKE COUNTY PIN #:** 1730125497

**REAL ESTATE ID #:** 0232219

**AREA:** 5.76 acres

**ZONING:** MXD-1 C25

**ASSOCIATED DEVELOPMENT PLAN:** Martin Marietta office / warehouse  
(SUP SP 17-02 approved July 6, 2017)

**RECOMMENDATION:** Adopt attached annexation ordinance

**KEY DATES:**

SET PUBLIC HEARING: October 2, 2017

PUBLIC HEARING: November 6, 2017

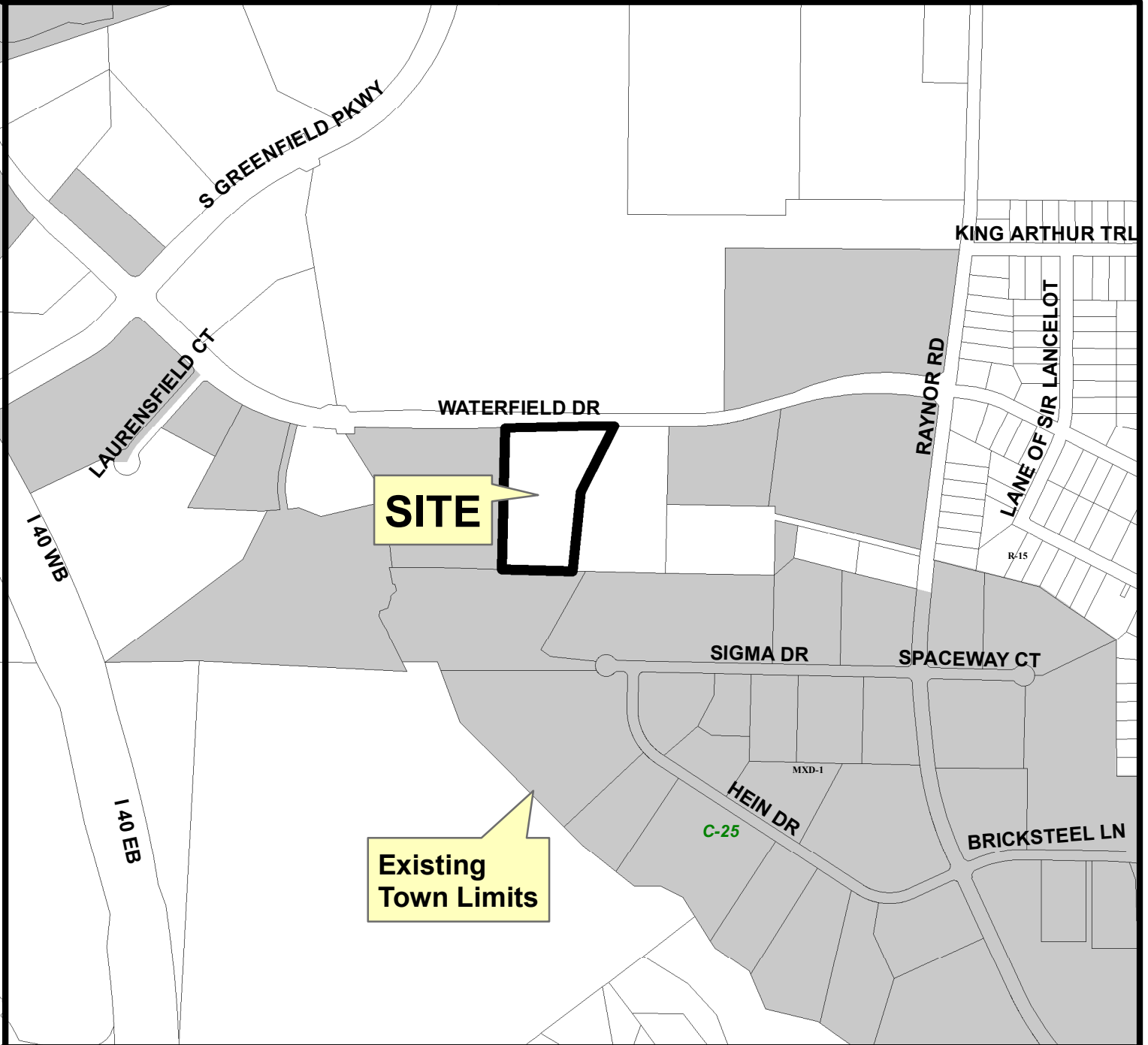
ANNEXATION EFFECTIVE: November 6, 2017

**Town of Garner  
Planning Department**

**Annexation**

**ANX 17-06**

0 400 800  
Feet



Project: Martin Marietta  
Property Location: 2500 Waterfield Drive  
Property Owner: Martin Marietta  
Area: 5.76  
Pin: 1730125497

Return to:  
Stella Gibson  
Town of Garner  
900 7<sup>th</sup> Avenue  
Garner, NC 27529

ORDINANCE NO. (2017) 3888

**AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE TOWN OF GARNER,  
NORTH CAROLINA**

WHEREAS, the Town Council has been petitioned under G.S. 160A-31, as amended, to annex the area described herein; and

WHEREAS, the Town Council has by resolution directed the Town Clerk to investigate the sufficiency of said petition; and

WHEREAS, the Town Clerk has certified the sufficiency of said petition, and a public hearing on the question of this annexation was held at the Town Hall at 7:00 p.m. on November 6, 2017, after due notice by publication in the *Raleigh News & Observer* on October 25, 2017; and

WHEREAS, the Town Council does hereby find as a fact that said petition meets the requirements of G.S. 160A-31, as amended;

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

**Section 1.** By virtue of the authority granted by G.S. 160A-31, as amended, the following described territory, is hereby annexed and made part of the Town of Garner as of November 6, 2017.

**(ANX-17-06) Martin Marietta**

A 5.76-acre tract located at 2500 Waterfield Drive; the site can be identified as Wake County PIN 1730125497; the property is recorded in Deed Book 012054, Page 00742, and also as Lot 1 in Book of Maps 2006, Page 1121.

**Section 2.** Upon and after the 6<sup>th</sup> day of November, 2017, the above described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in

force in the Town of Garner and shall be entitled to the same privileges and benefits as other parts of the Town of Garner. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

**Section 3.** The Mayor of the Town of Garner shall cause to be recorded in the office of the Register of Deeds of Wake County, and in the office of the Secretary of State at Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1 hereof, together with a duly certified copy of this ordinance. Such a map shall also be delivered to the County Board of Elections, as required by G.S. 163-288.1.

Adopted this 6<sup>th</sup> day of November, 2017.

---

Ronnie S. Williams, Mayor

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

Town of Garner  
Town Council Meeting  
Agenda Form

Meeting Date: November 6, 2017		
Subject: Annexation Case # ANX-17-07, Pezza Properties		
Location on Agenda: Public Hearings		
Department: Planning		
Contact: David Bamford, Planning Services Manager		
Presenter: David Bamford, Planning Services Manager		
Brief Summary:  This is a request for annexation of 7974 Bryan Road. The owner is requesting public water connection for a single-family house.		
Recommended Motion and/or Requested Action: Adopt Ordinance (2017) 3889		
Detailed Notes:		
Funding Source:		
Cost:	One Time: <input type="radio"/>	Annual: <input type="radio"/> No Cost: <input checked="" type="radio"/>
Manager's Comments and Recommendations: N/A		
Attachments Yes: <input checked="" type="radio"/> No: <input type="radio"/>		
Agenda Form Reviewed by:	Initials:	Comments:
Department Head:	JT	
Finance Director:		
Town Attorney:		
Town Manager:	RD	
Town Clerk:		

## Planning Department Memorandum

---

**TO:** Mayor and Town Council

**FROM:** David Bamford, AICP; Planning Services Manager

**SUBJECT:** ***ANX-17-07: Pezza Properties***

**DATE:** November 6, 2017

---

**ANNEXATION APPLICATION:** ANX 17-07

**OWNER:** Pezza Properties LLC

**CONTIGUOUS / SATELLITE:** Contiguous

**LOCATION OF PROPERTY:** 7974 Bryan Road

**WAKE COUNTY PIN #:** 1720008293

**REAL ESTATE ID #:** 0065558

**AREA:** 3.7 acres

**ZONING:** R-40

**ASSOCIATED DEVELOPMENT PLAN:** Public water connection to a single-family house at 7974 Bryan Road

**RECOMMENDATION:** Adopt attached annexation ordinance

**KEY DATES:**

**SET PUBLIC HEARING:** October 2, 2017

**PUBLIC HEARING:** November 6, 2017

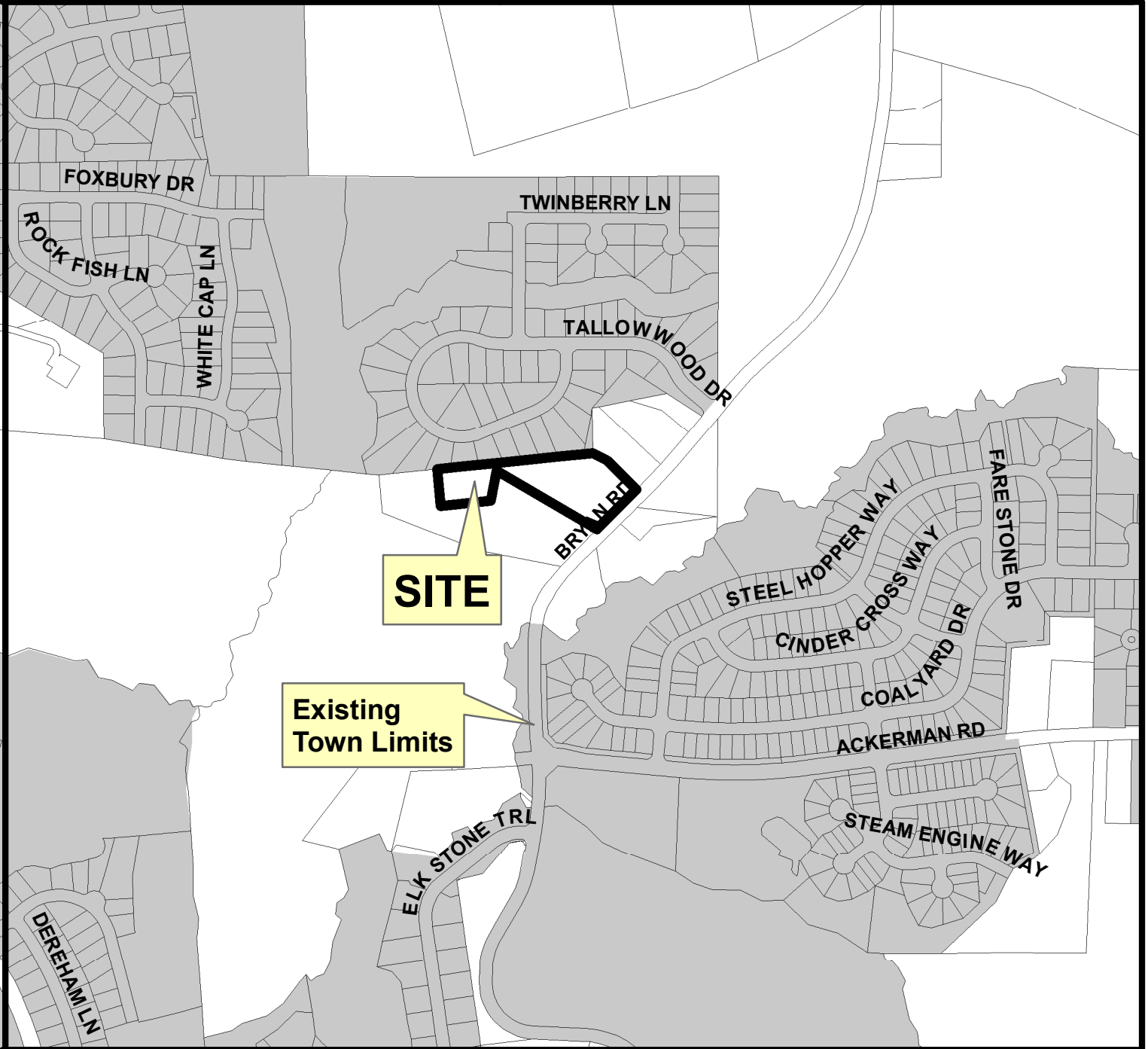
**ANNEXATION EFFECTIVE:** November 6, 2017

**Town of Garner  
Planning Department**

**Annexation**

**ANX 17-07**

0 400 800  
Feet



Project: Pezza Properties LLC  
Property Location: 7974 Bryan Road  
Property Owner: Pezza Properties LLC  
Area: 3.77  
Pin: 1720008293

Return to:  
Stella Gibson  
Town of Garner  
900 7<sup>th</sup> Avenue  
Garner, NC 27529

ORDINANCE NO. (2017) 3889

**AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE TOWN OF GARNER,  
NORTH CAROLINA**

WHEREAS, the Town Council has been petitioned under G.S. 160A-31, as amended, to annex the area described herein; and

WHEREAS, the Town Council has by resolution directed the Town Clerk to investigate the sufficiency of said petition; and

WHEREAS, the Town Clerk has certified the sufficiency of said petition, and a public hearing on the question of this annexation was held at the Town Hall at 7:00 p.m. on November 6, 2017, after due notice by publication in the *Raleigh News & Observer* on October 25, 2017; and

WHEREAS, the Town Council does hereby find as a fact that said petition meets the requirements of G.S. 160A-31, as amended;

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

**Section 1.** By virtue of the authority granted by G.S. 160A-31, as amended, the following described territory, is hereby annexed and made part of the Town of Garner as of November 6, 2017.

**(ANX-17-07) Pezza Properties**

A 3.7-acre tract located at 7974 Bryan Road; the site can be identified as Wake County PIN 1720008293; the property is recorded in Deed Book 016933, Page 02327, and also as Lot 2 in Book of Maps 1995, Page 2065.

**Section 2.** Upon and after the 6<sup>th</sup> day of November, 2017, the above described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in



force in the Town of Garner and shall be entitled to the same privileges and benefits as other parts of the Town of Garner. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

**Section 3.** The Mayor of the Town of Garner shall cause to be recorded in the office of the Register of Deeds of Wake County, and in the office of the Secretary of State at Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1 hereof, together with a duly certified copy of this ordinance. Such a map shall also be delivered to the County Board of Elections, as required by G.S. 163-288.1.

Adopted this 6<sup>th</sup> day of November, 2017.

---

Ronnie S. Williams, Mayor

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